



## CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho  
Tuesday, July 06, 2021 at 4:30 PM

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### Agenda

#### VIRTUAL MEETING INSTRUCTIONS

To join the meeting online: <https://us02web.zoom.us/j/81671550630>

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

Webinar ID: 816 7155 0630

#### 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 June 22, 2021 City Council Work Session](#)
2. [Approve Minutes of the June 22, 2021 City Council Regular Meeting](#)
3. [Bainbridge Subdivision No. 12 Water Main Easement No. 2](#)
4. [Idaho Central Credit Union - Ten Mile Branch Water Main Easement No. 1](#)
5. [Impressive East Ridge Subdivision No. 2 Sanitary Sewer Easement No. 1](#)
6. [Impressive East Ridge Subdivision No. 2 Sanitary Sewer and Water Main Easement No. 1](#)
7. [Impressive East Ridge Subdivision No. 2 Water Main Easement No. 1](#)
8. [Lost Rapids Subdivision Water Main Easement No. 2](#)
9. [Millbrae Subdivision Pedestrian Pathway Easement No. 1](#)
10. [Final Order for Aegean Estates No. 3 \(FP-2021-0031\) by Engineering Solutions, LLP, Located at 4306 N. McDermott Rd.](#)

11. [Final Order for Oaks North Subdivision No. 10 \(FP-2021-0035\) by Toll Southwest, LLC, Generally Located at 6180 W. McMillan Rd.](#)
12. [Findings of Fact, Conclusions of Law for Prevail North Subdivision \(H-2021-0021\) by Schultz Development, LLC, Located at 5150 S. Meridian Rd.](#)
13. [Development Agreement Between the City of Meridian and Shafer View North, LLC \(Owner/Developer\) for Shafer View Terrace \(H-2020-0117\) Located at the East Side of S. Meridian Rd./SH 69, Midway Between E. Amity Rd. and E. Lake Hazel Rd.](#)
14. [Addendum to Development Agreement \(Instrument#2019-0028376 recorded April 10, 2019\) Between the City of Meridian and High Desert Development Linder Village, LLC \(Owner/Developer\) Located at 6308 N. Linder Rd, at the Northeast Corner of N. Linder Road and W. Chinden Blvd.](#)
15. [Second Addendum to Development Agreement Between the City of Meridian and William Bienapfl \(Owner\) and Flexspace, LLC \(Developer\) for Movado Mixed Use \(H-2020-0123\), Generally Located on the South Side of E. Overland Rd. Between S. Eagle Rd. and S. Cloverdale Rd.](#)
16. [Agreement Between City of Meridian and Nampa and Meridian Irrigation District for Five Mile Pathway along Five Mile Drain at Quartet Subdivision Northeast No. 1](#)
17. [Artwork License Agreements for the Traffic Box Community Art Project 2021 Series](#)
18. [First Addendum to Professional Services Agreement Between the City of Meridian and Sensus USA Inc. for Monitoring and Data Collection](#)
19. [Professional Service Agreements for West Ada School District Student Artwork for Traffic Box Community Art Project 2021 Series](#)
20. [Subrecipient Agreement Between City of Meridian and NeighborWorks Boise for Program Year 2019 Community Development Block Grant Funds](#)
21. [Task Order #3 for February 2, 2010 Professional Services Agreement with Idaho Information Consortium, LLC, dba Access Idaho, for Electronic Transactions and Access for Transaction Payments to Meridian Police Department](#)
22. [Resolution No. 21-2272: A Resolution Vacating a 5-Foot Drainage, Utility Construction and Maintenance Easement Within a Portion of Lots 2 and 3 as Shown on Heritage Subdivision No. 2, Book 23, Page 1453, Within the Southwest ¼ of the Northwest ¼ of Section 32, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho; and Providing an Effective Date](#)

**ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]**

**DEPARTMENT / COMMISSION REPORTS [Action Item]**

23. [Resolution No. 21-2273: A Resolution of the Mayor and the City Council of the City of Meridian, Idaho, Accepting that Certain Report on Eligibility for the Northern Gateway Area as an Urban Renewal Area and Revenue Allocation Area and Justification for Designating the Area as Appropriate for an Urban Renewal Project; Determining the Area Identified in the Report to be a Deteriorated Area or a](#)



Deteriorating Area, or a Combination Thereof, as Defined by Idaho Code Sections 50-2018(9) and 50-2903(8); Directing the Urban Renewal Agency of the City of Meridian, Idaho, also Known as the Meridian Development Corporation, to Commence the Preparation of an Urban Renewal Plan for the Area Subject to Certain Conditions, which Plan May Include Revenue Allocation Provisions For All or Part of the Area; and Providing an Effective Date

24. Resolution No. 21-2274: A Resolution of the Mayor and the City Council of the City of Meridian, Idaho, Accepting that Certain Report on Eligibility for the Idaho Block Annexation Area as an Urban Renewal Area and Revenue Allocation Area and Justification for Designating the Area as Appropriate for an Urban Renewal Project; Determining that the Area Identified in the Report as the Proposed Amendment Area Adjacent and Contiguous to the Existing Union District Revenue Allocation Area Within the City of Meridian, to be a Deteriorated Area or a Deteriorating Area, or a Combination Thereof, as Defined by Idaho Code Sections 50-2018(9) and 50-2903(8); Directing the Urban Renewal Agency of the City of Meridian, Idaho, also Known as the Meridian Development Corporation, to Commence the Preparation of an Urban Renewal Plan Amendment, which Plan Amendment May Include Revenue Allocation Provisions For All or Part of the Area; and Providing an Effective Date
25. Mayor's Office: Budget Amendment in the Amount of \$4500.00 for Production Room Computer Replacement, Software and Equipment
26. Community Development Block Grant (CDBG) Program Year 2021 Action Plan Presentation
27. Transportation Commission: Pathway Crossing Concerns

## **ADJOURNMENT**



## AGENDA ITEM

**ITEM TOPIC:** Approve Minutes of the June 22, 2021 City Council Work Session

**Meridian City Council Work Session**

**June 22, 2021.**

A Meeting of the Meridian City Council was called to order at 4:39 p.m., Tuesday, June 22, 2021, by Mayor Robert Simison.

Members Present: Robert Simison, Luke Cavener, Treg Bernt, Jessica Perreault, Liz Strader and Brad Hoaglund.

Members Absent: Joe Borton.

Also present: Adrienne Weatherly, Cameron Arial, Warren Stewart, Emily Kane, Brandon Frasier Jamie Leslie, Joe Bongiorno and Dean Willis.

**ROLL-CALL ATTENDANCE**

<input checked="" type="checkbox"/> Liz Strader	<input type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglund	<input checked="" type="checkbox"/> Treg Bernt
<input checked="" type="checkbox"/> Jessica Perreault	<input checked="" type="checkbox"/> Luke Cavener (4:48 p.m.)
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call the meeting to order. For the record it is June 22nd, 2021, at 4:39 p.m. We will begin this afternoon's Council work session with roll call attendance.

**ADOPTION OF AGENDA**

Simison: Next item is adoption of the agenda.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: It's my pleasure to make a motion to adopt the agenda as published.

Hoaglund: Second the motion.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

**CONSENT AGENDA [Action Item]**

1. **Approve Minutes of the June 8, 2021 City Council Work Session**
2. **Approve Minutes of the June 15, 2021 City Council Special Meeting**

3. **Dovetail Subdivision Sanitary Sewer and Water Main Easement No. 1**
4. **Hill's Century Farm North No. 1 Full Release of Sanitary Sewer and Water Main Easement**
5. **Hill's Century Farm North No. 1 Sanitary Sewer and Water Main Easement No. 1**
6. **Utility Easement for Pressure Reducing Valve**
7. **Final Plat for Aegean Estates No. 3 (FP-2021-0031) by Engineering Solutions, LLP, Located at 4306 N. McDermott Rd.**
8. **Final Plat for Oaks North Subdivision No. 10 (FP-2021-0035) by Toll Southwest, LLC, Generally Located at 6180 W. McMillan Rd.**
9. **Approval of Award of Bid and Construction Contract Between City of Meridian and Treasure Valley Drilling, LLC for Well 9B Construction for the Not-to-Exceed Amount of \$454,051.00 and Authorize Procurement Manager to Sign Purchase Order for the Not-to-Exceed Amount of \$454,051.00**

Simison: I didn't know if we were adopting the agenda or -- yeah. Next item is our Consent Agenda.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we adopt the agenda as published, for the Mayor to sign and for the Clerk to attest.

Hoaglun: Second the motion.

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

**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]**

**10. Community Development: Fiscal Year 2021 Budget Amendment in the Amount of \$35,963.00 for Reclass of Administrative Assistant to Economic Development Business Liaison**

Simison: So, we will move onto Item 10, which is Department/Commission Reports and first up is our Community Development fiscal year 2021 budget amendment in the amount of 35,963 dollars. I will turn this over to Mr. Arial.

Arial: Mr. Mayor, Members of the Council, really excited to be with you right now, particularly with this budget amendment in front of you for your consideration. This represents a big step forward in our economic development program and we are excited for what this means and the service that we can bring now to support our -- our business community. So, with that, just to be brief, this 36,000, roughly, represents the money necessary to elevate our currently approved admin position that is vacant, into a -- reclass it into an economic business liaison position. So, really, the purpose is to start to advance some of our Comprehensive Plan, strategic plan, economic development plan initiatives around supporting our small businesses at a higher level and we are -- we are really excited about adding these services and as you all know, it's been a trying time for our economic development division, a division of one, Tori, especially through COVID and some of those things. But, again, just coming out on top and kept swinging and really moving our -- the economy of our city forward and this is just a great advancement towards our goals in this direction. So, with that I will stand for any questions, Mr. Mayor and Council, and look forward to your thoughts and discussion.

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

Bernt: Much needed.

Simison: With that do I have a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we adopt -- or approve Item 10, fiscal year 2021 budget amendment in the amount of 35,963 dollars for reclass of administrative assistant to economic development business liaison.

Perreault: Second.

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

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

Simison: All ayes. Motion carried and the item is agreed to. Thank you.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

**11. Police Department: Fiscal Year 2021 Budget Amendment in the Amount of \$4000.00 for Dairy Days Parade Traffic Control**

Simison: Next up is Item 11, which is the Police Department Fiscal Year 2021 Budget Amendment in the amount of 4,000 dollars for Dairy Days. Turn this over to Mr. Leslie.

Leslie: I think so.

Simison: Okay.

Leslie: This is what was in front of us a couple of weeks ago when the Dairy Board came in and discussed the issues we were having with traffic control and -- and the additional resources that they are utilizing, instead of volunteers. So, this is to amend our current budget of 5,000 to 9,000. So, we are asking for 4,000 so we can be able to handle the parade and move forward.

Simison: Thank you. Council, any questions?

Bernt: I don't think now would be the appropriate time to say no.

Simison: Okay. Then, with that, do I have a motion?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move approval of the police department's fiscal year 2021 budget amendment in the amount of 4,000 dollars for Dairy Days parade traffic control.

Strader: Second.

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

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

Simison: All ayes. Motion carried and the amendment is agreed to.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

## 12. Police Department Report: Proposed Off-Highway Vehicle Ordinance

Simison: Our next item up is a police department report regarding proposed off highway vehicle ordinance. Let's turn this over to Officer Frasier.

Frasier: Good afternoon, Mr. Mayor, Council Members. Thank you. It's a pleasure to be here this afternoon to further the discussion of the ATV, UTV ordinance the Transportation Commission has been working on now for the better part of a year. When I first brought this issue to the Transportation Commission we were in a little bit different landscape statutorily. There has been some development in this area in the last legislative session at the Idaho State House, but, really, the same question remains and that is what, if anything, is the city going to do differently to address these vehicles on a roadway. The police department sees an uptick in the number of golf carts, ATVs, and UTVs operated upon the roadway. Sometimes this is in blatant violation of the law. Vehicles driven by juveniles that don't have a driver's license, things of that nature. And prior to the last legislative session there were some real gray areas of the law also and our officers had to really take a lot of time to educate the public on those matters. With respect to golf carts we have a city ordinance that prohibits them anywhere except for the Lakeview golf course area and we do see a huge uptick in residents in many other subdivisions -- some of those even that have golf courses now -- riding their golf carts within their subdivision, thinking that they are in compliance with the law or I have been told that the golf cart salesman said that it was legal to operate on the roadway, so it must be. So, it was a time to look at that golf cart ordinance to see if it still reflects the stance of our city as a whole and, then, try to address some of the safety issues and other legal issues that we saw with regard to ATV and UTV operation. Prior to the last legislative session state law already prohibited the usage of ATVs and UTVs on most roads in Meridian. It left open the usage of ATVs and UTVs on local roads and in the last legislative session House Bill 129 changed that. When that statute is effective ATVs would be allowed on all roadways within Idaho, unless a local authority makes an ordinance or some type of ruling otherwise. So, that's the second part of this question is what do we want to do with ATVs and UTVs and what do we want to do with golf carts as a whole as they pertain to quality of life and safety issues within the community. The police department does get complaints from citizens who see ATVs or UTVs or golf carts on the roadway. They call us, because they don't want to see them. They don't think they are legal. We also have a fair number of people who want to be able to operate ATVs and UTVs the same as they would a motor vehicle. We have people who try very hard to come in compliance with every area of the law that they can think of. I have talked to folks that have put DOT certified tires on their UTVs and horns and turn signals and mirrors and all sorts of stuff in a good faith effort to be as legal as they can be on the street and, then, of course, we also talk to people that are scofflaws, essentially, and don't make any attempt to be in compliance with the law. So, it is kind of a big question. When I brought this before the Transportation Commission I was seeking clarity for the police department on what the city wanted to do reference these issues, so that we can tell our officers how we can educate the public on the matter and take enforcement action when necessary. I know Ms. Kane is here. She may have just some discussion for the legal aspect and I will stand for any questions if you have any right now before she speaks, if she is going to.



Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Officer Frasier, just -- just so that we can provide clarity to those who might be watching and paying attention, can you define the difference between an arterial collector or a local road?

Frasier: So, those designations are officially made by the Ada County Highway District. The easiest way to think about it is a local road is a street that goes from a house or a driveway to a bigger more major road, like a collector street. So, if you are talking about a subdivision, the road that feeds into the subdivision that all the main traffic turns into generally would be a collector street. The street that feeds that street would be an arterial or major street, like a Linder, Chinden, Ten Mile -- Chinden is a bad example, because it's a state highway. But you get my point. The local road, essentially, goes off of the arterial street to houses. If you are operating only on -- upon a local roadway you are essentially by default going to stay within the subdivision. We are talking about roads that go to golf cart -- golf courses, other houses, community pools, clubhouses and things of that nature. You would reasonably be unable in almost every case to get out of the subdivision to travel upon a bigger roadway.

Bernt: Perfect.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I was thinking along the same lines as -- as Council President Bernt as to whether or not the public would understand the difference and do we clarify that in the ordinance. Do we have some definitions for what highway means? When I first read this it was a little confusing, because, of course, when you say highway you think Interstate; right? Not local roads. So, wondering if -- if -- from a textual standpoint if we can make some more clarification in that ordinance for that. And, then, also is there an element of the vehicle needing to be able to meet the speed limit. So, you know, assuming a golf cart is not going to be able to get up to a certain mile per hour and from a safety standpoint do we differentiate say a UTV and RTV, which is, you know, significantly faster from a golf cart, do we make that kind of separation in the type of vehicle in this or is the -- is the anticipation of the Transportation Committee to lump them all into one and, essentially, make the same ordinance for every type of vehicle?

Frasier: I think the Transportation Commission tried to move as efficiently as possible and perhaps there is room for a little bit more clarity on the differences between local, collector, and arterial streets. I know Ms. Kane and I talked about that. We talked about it at a subcommittee level. When you start trying to explain that it almost becomes more complicating than leaving it as is. It's a very difficult thing to describe, other than to refer to Ada County Highway District's master list where you can easily tell what street is a

local, arterial, or collector roadway. I think from an enforcement standpoint we are not going to get deep in the weeds over a citizen's misunderstanding of local versus arterial. If a police officer would have a hard time differentiating, we would certainly expect a community member would be, but as I said earlier, the easiest way to think about it is stay in your subdivision and you are almost always going to be fine. The golf carts speed limit issue, perhaps there is room for discussion there. Golf carts generally don't travel any faster than 15 miles an hour. UTV and ATV obviously they can go a lot faster. However, the speed limit on every local road that I can think of is 25. Fifteen miles an hour in the case of a golf cart doesn't really create a safety hazard there, as it would on a street where the speed limit is 35 or higher. I think out of the spirit of moving efficiently, the Transportation Commission opted to repeal and replace the existing golf cart ordinance and loop ATVs and UTVs in as an effort for clarity even though it does leave a couple things potentially not so clear.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Can you help us understand the -- the fine amount and how that came to be. The 25 dollar fine. What -- what was it prior to this and is that sufficiently -- I mean I personally, you know, wouldn't think that would be that prohibitive for people. I would think a higher fine would and -- then, of course, obviously, the police department's great about giving warnings if it's clear the person -- that the individual did not understand that there was an ordinance. But the second time around I would think that a fine higher than that would -- would make a lot more sense. I'm not sure if there was a specific reason that that fine amount was chosen.

Frasier: I would agree that's a fairly low fine, 25 dollars. I'm not sure where that number came from. It may have just been a holdover from the fine of the current golf cart ordinance. But I know there was an effort on behalf of the Transportation Commission, after hearing public input, they didn't want to take actions that would be construed as overly punitive or money making in this endeavor to regulate ATVs or UTVs. I'm also of similar mindset. A higher fine may be in order in a situation where a citation would be warranted. Across the board when we look at similar violations in city ordinance, the fine amounts are not overly high. Parking comes to mind. Texting and driving was a little bit different thing when that ordinance was in play. But it also kind of is in line with the fee schedule for other things at a city ordinance.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thanks, Officer Frasier. I will just be really open. I -- I watched the Transportation Commission meetings. I have read all the materials. I'm really struggling on this concept. I'm not convinced there is a huge problem and I'm also concerned that the problem statement that underlies the need for this ordinance is shifting around a little

bit. In some of the Transportation Commission meetings it was said that Commissioner Smith said that these vehicles are inherently unsafe and that the real issue is people are not following the existing laws, which to me sort of begged the question. Are we not enforcing existing laws and do we have some data behind the number of crashes in Meridian involving UTVs and golf carts that would sort of justify the need for this ordinance.

Frasier: Thank you. I do remember that comment in that meeting. One could make an argument that perhaps an ATV or UTV is unsafe. Is it any more unsafe than any other roadworthy vehicle? That's certainly worth discussion and in some cases they are, some cases they are not. We don't -- the -- the purpose that was issued to the Transportation Commission by the police department was at the time, prior to the passage of House Bill 129, the state statute in effect at that time was very difficult to explain to people to make them understand that their actions were unlawful under state code. Really, it took an experienced officer who had to compile multiple pieces of state statute to explain why that activity was not legal and oftentimes people thought it was legal. We didn't issue a lot of citations for that, because it was an educational piece. There is a lot of people who genuinely didn't know it was illegal at the time. With regard to crashes, we don't have a statistical bombshell, if you will, to indicate that we have all these crashes involving ATVs and UTVs. My standpoint was at the time and has been since then that it's more of a quality of life issue regarding people in subdivisions calling and saying my neighbor is riding their UTV up and down the street. I don't like it. Do something about it. At the time there were times when the activity was unlawful, there was times when it wasn't, but having that discussion and having a clear and concise ordinance or direction from the city to point our citizens to and our law enforcement officers, it was difficult to have those discussions. That changed with the passage of HB 129. We are in a different place now. I think the -- what's left is for the city to come to a consensus about how we want to treat these vehicles and make changes to our existing golf cart ordinance.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah, I appreciate what you are saying about, you know, there was a change in state law and so that -- that also to me sort of begged the question of, you know, are -- I don't want to simplify it by saying are we a solution looking for a problem, but it occurred to me that, you know, if under state law it's legal to have these vehicles and specific to Meridian we make it illegal on certain roadways to have these vehicles operating, it just seems like it's creating a little bit of a quagmire, instead of maybe advocating for a solution at the state level. So, I -- I get what you are saying. I guess I'm concerned about legislating about quality of life issues when, in my opinion, just as a layman, when we have motorcycles -- and I think there was a gentleman that testified about this, you know, you can have a Harley going by at any time that's quite loud and so why are we picking on certain vehicles and not others. So, I don't know, I'm just -- I know you are looking for clarity from us, but I guess I'm struggling a little bit.

Perreault: Mr. Mayor?

Simison: Just to kind of follow up on that question, officer, can you explain the difference between licensing a motorcycle versus licensing an ATV, UTV? Just leaving golf carts out of it. Just so we understand what is required to drive one of those vehicles differently on our roads.

Frasier: Sure. A motorcycle can be registered a couple of different ways, depending on what type of equipment it has on it and the size of the motorcycle. Generally, you know, if we think about Harley's versus an all out dirt bike, an all out dirt bike is not able to be licensed for use upon a road like a Harley would be. However, you can get a restricted use license plate for that dirt bike. That's the same license plate you could get for an ATV or UTV and that is the license plate that falls into the category of off highway vehicle usage, which brings us to this discussion. There are motorcycles out there that might start out as a dirt bike, but you can make changes to them to make them roadworthy and, then, you can get a red and white motorcycle license plate, just like you would for the Harley and, then, you are good to go, same as a Harley. At the state level there is no remedy to be able to buy a red and white license plate for your ATV or UTV and, hence, the lack of clarity at the state level. So, even if you wanted to, the best you could do on an ATV or UTV is to get a restricted use license plate that falls into the category we are talking about and it doesn't openly -- or didn't openly allow you to drive that vehicle on the roadway, the same as you would like a street motorcycle or the Harley.

Simison: Thank you. Council Woman Perreault.

Perreault: Thank you. And I appreciate that. So, in -- in -- on that subject, if an ordinance is not passed, if we choose to leave it as it is, how does the enforcement work on your side if -- just by -- based on the licensing does it give it -- does it allow you to enforce speed limits and -- you know, my -- my thought is -- and I see -- I am seeing more of these vehicles on the road myself -- is that they tend to -- the same with dirt bikes, they tend to cut around traffic, they drive on the shoulders, they go quickly in subdivisions where there is children playing. There is a variety of behaviors that happen just because it's a smaller size of vehicle and, then, we oftentimes have 16 -- you know, 15, 16 year olds that are driving them. So, I think the type of vehicle does lend to a different driving style and challenge than a regular car or truck would. What can you enforce if there isn't an ordinance?

Frasier: So, any motor vehicle on the roadway, the driver of the motor vehicle has to have a valid driver's license. The vehicle has to have some level of registration to operate upon the roadway. A restricted use license plate under Idaho statute -- under the new house bill does allow you to operate it upon the roadway and you have to have liability insurance. If all those things are in place, then, it becomes the same as a car would. You have got to follow the speed limit. You have to signal turns. You have to have -- the amount of equipment you would have to have on it is open for discussion, but at a basic level you need some type of way to signal your turns. You need a brake light. You need a mirror and a horn. If you have all of those things you have to follow the rules of the road, the

speed limits and all of those things. Essentially, we would be pulling over those vehicles for violations -- the same violations we would be pulling over a car for and we do see those -- we have seen those in history and we take enforcement action at that time. The -- the overarching concept of clarity, since it's come up -- I'm not -- or I should say I will freely admit that we received a bit of clarity since this endeavor began and the clarity that I'm looking for is not necessarily advocating one way or the other what we do as a law enforcement professional who oversees the traffic control -- or the traffic enforcement team for the department, that clarity is telling my team this is what the city wants to do. Whatever the answer is. And, then, we have that answer. I made it very clear to the Transportation Commission I was advocating for an answer at the city level, not necessarily going down one avenue or another. At that time the landscape was much less clear, but that quest for an answer on the concept from the city is the same.

Simison: And I will give my unsolicited advice. Trying to educate the community about all those requirements -- when someone sees a UTV going down the road, people are going to say, well, I got one of those, I can go down the road, too. I mean that's -- that's the reality of the situation. If we -- if we -- if we allow them to freely go on arterials and that's -- that's my viewpoint. I think they are going to spend a lot more time trying to educate a lot more people about all the reasons why they can't, as compared to the few who might understand how they can. That's my two cents. Because I think those that really want to do it will follow -- will do what they can to follow the law. There is going to be everyone else who doesn't understand the law at all. They are not going to see the license plate. They are not going to see a thing. They are just going to go hop on the road and drive down the road, in my opinion. I think that's human nature.

Bernt: Mr. Major?

Simison: Councilman Bernt.

Bernt: So, I was down to the Capitol this last legislative session when they were discussing this bill and the gentleman from Donnelly who proposed this legislation had concerns about UTVs and such, you know, in their -- in their small towns up in the mountains and I totally get that and I don't have any problems with the means in which they -- you know, folks who are visiting and live there use UTVs, but I think the reason why the state legislature -- the state legislature decided to give autonomy to locals was because of this reason. I don't think it's appropriate personally to have ATVs or UTVs driving down our roads -- our arterial or collector roads. In fact, I saw two weeks ago an ATV -- a gentleman on an ATV that was on the intersection of Franklin and Locust Grove and it just -- it just -- it just didn't seem right. You know, looking over and seeing this gentleman with -- had no protection, no helmet, is revving up at that intersection right next to the other cars and I don't mind that these UTVs or golf carts are used on local streets. There is a lot of people in our neighborhood that do. I have never seen a problem and I think that it's important to allow these types of uses, especially when there are golf courses in the subdivisions and so I'm in support of -- of this -- of this ordinance. We have to do something, because right now I believe this law may go into effect July 1, if it wasn't an emergency type order from the governor. I'm not sure if it's law currently, but if it's not

it will be soon and it's an extreme safety hazard, in my opinion, to see these type of uses on -- on our busy streets.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Maybe just to give us something to chew on, maybe just a little bit of an opposing opinion or different opinion. So, I would think as an owner of an ATV or UTV that safety for yourself would already be a limiting factor of what roads you would go on; right? There is a natural consequence for making a bad decision about it. People can make decisions, like -- right? I mean I -- I could make a decision whether or not to go on a -- on a collector road or an arterial road with a UTV pretty easily by the natural consequences that could happen for me taking a vehicle that is inherently less safe on those roads. But I guess I would just say how would you, you know, compare that to -- to a motorcycle -- and a motorcyclist may not be wearing a helmet and we have bicyclists in the -- in the roadway all the time that may or may not have a helmet. I guess I'm just concerned that it -- maybe it's a comfort level with what we are used to seeing and I might go the other way of, okay, state law takes effect and can we see the data and if we have a huge amount of crashes or a huge amount of data that shows us we have a major problem that I -- then at that point I would lean toward making a change personally. Anyway, that's enough for me.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Sergeant Frasier, I wanted to ask you -- you talked about operating these vehicles within the confines of a subdivision and that -- and that makes sense to keep them with -- within that area, but we are -- I struggle a little bit on that, because of the fact that in our subdivision we have an east-west arterial and there is a street that connects and it's a collector and, then, it goes out and around and connects to a north-south arterial. Well, it's the spine for the subdivision and all these, you know, circular areas are in and out, you know -- you know, a couple of entrances for fire protection, whatnot, but, you know, if you -- if you want to go from this particular area to this particular area, you have to go on that collector and so -- and I don't have an issue with them, because it is within the confines of the -- it's 25 miles an hour. You see people are working on their stuff, they go out and test drive it, go back, but if someone has a real issue with it -- if we say it's prohibited on a collector street and there was a complaint and, then, you have to enforce the law, so I'm like, hum, you know, how to -- but, yet, to do any sort of -- within the subdivision going from their house to the pool, you know, the community pool there, they are -- they are in violation that way. So, it's just trying to find that -- that -- that happy medium, but -- because, you know, people will complain. Most people aren't going to complain about it. Although Sunday we are out on the patio having a Father's Day dinner with my folks and an ATV goes up the collector street going 25 miles hour, but they didn't have much of a muffler on there, if any. I mean it interrupts your conversation and we are a good distance away from that collector street. So, that's a -- that's a whole other issue

with noise of some of these vehicles that we are seeing out on our streets. But that collector street issue just gives me pause on certain areas. It's part of that subdivision to a way that there is no way to get around that, to go any place. So, just -- just your thoughts on how -- how do you handle enforcement with that.

Frasier: Sure. I totally understand that. I know the TC spent some time discussing -- discussing different options. Obviously, the easiest way to enforce that -- or the easiest is to say you can't drive them anywhere. Absent that, anytime you start allowing exceptions to that it becomes very difficult, because there is always something -- as you said -- I understand that completely and there is certainly logic to that statement. You are still in the subdivision, it's still a 25 mile an hour road and the person might not even know it's a collector street anyway. I think in that situation enforcement -- or a police presence in that situation has more to do with education and public service. We are not looking to write a bunch of tickets for this, but it does help address some of the issues that you have -- you have highlighted. The TC discussed having an exception to be able to operate a ATV or UTV within a section mile, which would basically allow you to stay in the arterial box of the subdivision that you live in, but even that was problematic, because what do you tie that to? Do you tie it to the registered owner? Do you tie it to the driver? Do you tie it to whatever house it originated from? So, there is always something. It's very difficult to craft an ordinance that is perfect in every way when you are talking about restricting the use of a vehicle like that.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: So, along those lines, did the Transportation Commission discuss limitation on streets that had a speed limit -- so, could we say they are not permitted on streets that are higher than a 25 an hour -- mile an hour speed limit, does that then -- now we are not talking about definitions of collector and arterial, but we are addressing safety challenges that might be created? Does that also come with an equal amount of difficulties with exceptions?

Frasier: I would say that's a lot easier to explain to a citizen and to observe. That was an idea I proposed at the TC. Didn't really go that direction, because it is very clear, if it's 25 and under you can operate on that road. If it's higher, then, you can't. The only other thing that adds with is -- it would open up, you know, streets like Pine in the downtown corridor would be open ATV, UTV usage. Some collector streets would be. Again, that's not a decision I'm endeavoring to make as part of the overall mission for the city to decide what, if anything, the police department -- what type of action we should take about these things.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.



Cavener: Good questions from my -- my colleagues and a lot of what was touched on by the Transportation Commission. Sergeant Frasier, I'm sorry, I was delayed from your presentation. I appreciate you being here and I'm sorry I only caught a portion of it, so if you touched on this, again, my apologies. And I think Council the big question I think that we need to ask ourselves -- and it's what I'm going to ask you, Sergeant Frasier, what is the -- what is the problem that we are trying to fix? I recognize we have got some logistical issues as a result of the legislature, but is the intention of -- of this proposed ordinance to solve a -- as Council Member Hoaglund pointed out -- a noise issue or is it really a public safety issue and if it's a public safety issue, which is what I -- what I assume it is, I need some greater clarification about how these UTVs and ATVs pose a greater public health or safety threat than other motorized vehicles that are on our streets. So, can you help me understand that? What's the problem? What's really the problem that we are trying to solve and what do these pose that are different than other vehicles that are registered, licensed and insured as well?

Frasier: And that's been a common -- common question or theme is what is the problem. The problem is now two prong. One of them is we have an ordinance that prohibits the usage of golf carts anywhere in the city, except for one square mile, essentially. We have golf carts being driven all over the city. The problem there is what action would the city like to take? Does the city want the police department to write all those people tickets because they are in violation of that ordinance or do we want to change the ordinance as it pertains to golf carts to some degree, because we have more than one golf course -- golf course in the city now and people driving those golf carts to community pools, which weren't really a thing back in 1994 when this ordinance was first written. The problem as it pertains to ATV and UTV usage, again, has changed since the passage of -- passage of HB 129. Whereas before a police officer couldn't effectively explain to a person what was legal and what was not and we had a conglomeration of quality of life issues complaints on both sides of the fence. Citizens who demand we take action against ATV and UTV riders for riding in their subdivision or riding down Eagle Road to get gas or using it the same as a vehicle. We did not have a clear path forward in what the city's expectations were. So, really, part of that is it was time for a revisit of this is what we are seeing, this is what we have been doing, is that what we want to continue to do. If the Council wishes to take no action on the ordinance that is the answer to my question. I can't stress that enough. Because it answers the question for the police department. This is what the city wants us to do about these issues we are seeing. With respect to public safety, I think most people make the argument that an ATV or UTV would be less safe to operate than a car or a pickup truck. As Council Woman Strader brought up, is it any less safe than a motorcyclist without a helmet or a bicyclist? Yes or no. It depends on the situation and you would be hard pressed to find a steadfast reason to take action on an ordinance like this based solely on public safety. I can't point to a list of crashes and say we have people dropping left and right from crashing these vehicles. If we are going off public safety, then, we should probably adopt an ordinance that outlawed cars, because those things are crashing all the time; right? So, it's the conglomeration of many things, with the ultimate question posed to the Council of what do you want the police department to do.

Simison: And I don't know if this is you or Emily or -- or somebody else, but what about -- if an accident does occur -- I mean these are unlicensed vehicles, not -- you know, ATV. They are not -- they are not licensed, they are not registered. Do they carry insurance?

Frasier: They can.

Simison: I mean that's -- is that -- are those requirements -- again, those are some of the underlying things what -- what would occur in an accident from that standpoint. Even the expectations if we do nothing. We say -- we have no -- no requirements, we just let everyone go, accident occurs, what is the -- you know, if I get hit or I hit somebody, what's the recourse? All the property insurance?

Frasier: We would treat that ATV or UTV in that hypothetical, the same as a car. You have to have some level of registration. Under HB 129 a restricted use license plate would allow you to operate in that situation. You would have to have liability insurance and the operator would have to have a driver's license. So long as all that is -- is in effect in a crash it's essentially no different than a car.

Simison: So, you can get -- you can get insurance through -- for that for roadways?

Frasier: Yeah.

Simison: Any -- any other way. I guess I go back to my question. I think -- I think -- people -- I don't think the public is going to know the difference. So, that's really what we are coming -- if the people are not aware of how to make it legal and you get into an accident, what -- what -- what, then, occurs? Is it just like an unlicensed driver situation where it now falls upon me to deal with the ramifications of that because they didn't have insurance?

Frasier: Yeah. Assuming the crash was deemed to be the fault of the ATV or UTV it would be a civil issue. The person would get a ticket for not having insurance, then, anything else would apply the same as a car. And in my experience it's a split bag. There is a lot of folks out there, myself included, I have a UTV, it's got full insurance, it's registered, I'm a licensed driver. There is just as many more people in my experience that have none of those things, but they still expect the same level of legality simply by getting a restricted use plate. So, you can't use a big brushstroke and label everybody the same, because there is a lot of people out there doing all of those things in as much as they can. They have turned their UTV into -- as close to a car as they can get it and, then, there is people that make no attempt at all.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Just -- I want to make sure I'm understanding for clarification. So, currently the UTVs, ATVs are required to be licensed and carry insurance or they are not?

Frasier: They are not if they are not operated on a qualifying roadway.

Perreault: Okay.

Frasier: So, if you want to operate it on a street in your subdivision you would have to have all those things. If you are riding it on private property or some locations of BLM land, you know, forest service roads do require at least a restricted license plate. There are some provisions there. But there are situations where it is legal to operate a UTV without registration, insurance, or driver's license.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I mean would an education campaign on existing law possibly solve some of the problem; right? I mean if you want to operate your UTV or ATV in the roadway, it sounds like you have to have a driver's license. The vehicle needs to be insured and you have to follow the exact same laws as everybody else. So, I guess I'm just wondering if -- if an education campaign, you know, on -- on that topic and enforcing existing law helps get us part of the way there. And, then, I guess separately it does sound like we have to make some sort of a change to our golf cart ordinance, just because we have golf carts and it's not updated at all. I guess I'm just wondering if -- if enforcing existing law -- and maybe the state law changing just makes it much more clear that these are -- these are the guidelines. If a 16 year old crashes an unlicensed UTV that's in violation of the law; right?

Frasier: Right. I think an educational campaign does get you part of the way there, assuming the City Council as a whole decides no action is taken and they want to rely on what is or will be state law under HB 129. It does leave the golf cart issue as you stated, though.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, Members of the Council, I think one the things that I keep hearing all of you that -- and I can understand this from a lay person's perspective, like my own, it's really the public's understanding of what they can or cannot do. Now, would it make more sense, Sergeant Frasier, to either -- prohibit them on an arterial, because that's clearly by far the most dangerous place to have these types of vehicles or could be the most dangerous for them, like a Fairview, Eagle Road, like that. So, arterial, state highways, or on -- on any road that has more than two lanes of travel, because if you have -- you know, then -- then I can understand that. If I'm a person, I read the ordinance and it says

any road that's either -- if there is a -- if there is a delineation by speed limit, so if it -- if it has a speed limit above 25, that is normally on a collector, not on a neighbor -- or local street, or it has more than two lanes of travel, maybe excluding the turn lane, so you are going to have some streets -- like I can think of -- like in Council Member Hoaglund's subdivision area, they are pretty wide streets, they are not striped. So, there are really only two lanes of travel like that. But that might be easier. Would that get the police a comfort level, because, then, driving that -- like through Bridgetower, crossing that -- that main roadway or driving on the edge of that main roadway to the pool isn't the problem that you are trying to address anyway, it's the more -- if they were to get on Ten Mile or they are going out on Linder or something like that where there is a lot more traffic and a lot more higher speed, would that maybe get closer to addressing the issue from the police perspective?

Frasier: There is a lot of things that are within the comfort level of the police department. Really a lot of them have been talked about that that is an option. That comes with some technicalities, you know, can -- if you can only operate it on roads with no more than two lanes, well, can you cross a road that has more than two lanes on it to get to another road and -- and those things. That was not the option the TC moved forward on. I really can't speak any further than that. Wouldn't want to over -- over speak for the Transportation Commission, but, really, you know, what I'm hearing is differing testimony from the Council Members, those who don't want ATVs and UTVs on arterials and collectors and those that don't see a problem with it, that is the ultimate question and it's not for me to decide.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Question. I don't know if this is for you, Bill, or for Emily. About -- I do want to be consistent, make it easy for everyone involved, and so to go back to that 25 mile an hour speed zone, 25 mile an hour or below, is that something from a legal perspective that is easier to enforce? I mean it's more understandable for the citizens. It's -- it's, you know, Sergeant Frasier and his team that he supervises, okay, here is -- here is what it is and I -- I don't know, I would like your thoughts on some of the things that we are -- you can even expand a little bit upon that, so --

Kane: Mr. Mayor, Council Member Hoaglund, that is a possibility. Just to do -- delineate by speed limit or road type or road description, all of those are within your purview to do that. As far as enforcement, I think it is just a matter of educating and there is a pretty well established community we have learned and so, you know, it's -- I wouldn't say it's easy to get the word out, but the word does travel. So, that is a possibility.

Simison: And maybe even throw in one other option that was -- come up at some point in time in conversations is you could lower the speed limit to 20 miles per hour throughout the city and other areas to, again, make it more -- to make it safer for all these vehicles in subdivisions, which is the speed limit that Nampa has and Boise has. So, it's not, you know, completely out there.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: When licenses are issued does the county -- does DMV provide those individuals with any kind of written information on what city ordinance would be in the area that they live in? So, are they obligated to sign any kind of, you know, disclosure that says you live in Meridian, therefore, you know, here is the rules that need to be followed? Is -- I mean do they do that or is that -- I would imagine that if they were trying to enforce that for every city in Ada county it would be complicated, but is there any way to know when those get registered and at least send them some information if we are talking about an educational campaign, so that they have that available?

Kane: Mr. Mayor, Council Woman Perreault, the Idaho Department of Parks and Recreation is the -- probably the agency that's most plugged into ATVs, UTVs, and other off highway vehicles. The state statute that will go into effect in July requires that they be -- that that department be incorporated or notified of a city ordinance that's under consideration restricting or regulating OHVs. So, that might be a better option for helping get the word out than DMV, because I don't believe that the DMV does provide any information or testing on local municipal regulations.

Perreault: Mr. Mayor, is this a situation where we would send this back to the Transportation Commission for more conversation based on what we have talked about today or is this a scenario where the decision should be made during this work session?

Simison: I don't think that we are to a decision point necessarily. I think the question is is there further dialogue or an actual ordinance that we would bring forward for consideration. From what my understanding is I think the Transportation Commission has discussed this enough that they are -- it's time for Council to determine whether or not this is -- what's an appropriate direction or not, would be my viewpoint from what I have heard.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I have -- I have went around the horn on this issue from a spot of get them all off the roads to put them all on the roads and somewhere in between. I do think, though, that it's probably beneficial, because the amount of work that the Transportation Commission has put into this, it is a hot topic of conversation in our community to at least have a -- a public hearing. I don't know if we want to have a public hearing on this proposed ordinance or if there is some Council Members that would want to make some requested modifications beforehand. I'm certainly supportive of hearing from our community, particularly those that are UTV drivers and understanding the nuance. I think what the Transportation Commission started -- I thought of just three wheelers, four wheelers and occasional side by side and learning about all the differences that are out

there has been enlightening for me and it does make it more challenging to contextualize what is and what isn't a UTV and how it differentiates between a motorcycle or a trike or these -- I was looking at these cool sidewinders that Polaris makes. I mean it can be confusing. So, getting some added information from those that are owners and drivers of these vehicles I think would be helpful for us as we make a decision, if any.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I agree with Councilman Cavener. I think they are getting the public -- getting public testimony would be important just to know what they have to say about it beforehand. I think it would be -- it probably would make more sense to come up with a draft. It would make sense to come up with something that we can present to the public for them to be able to have an opinion on. I think that would be -- it would keep us more focused. That would be my recommendation. Come up with something that we can present and, then, have debate.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Question for the Council President. Are you comfortable with at least putting out the draft that staff has put forth as presented or did you -- are there changes or tweaks that you would want to make before you put it out there? First, I'm comfortable putting out the draft that staff has put out. We may make changes after the public feedback, but unless anyone's feeling really passionately that we have got to make this change right here right now --

Simison: I would make a suggestion that -- I like the conversation. We did the same for the scooters. You know, people understand speed limits. I don't understand -- I can't -- I'm trying to think if the road on my street is a collector or not into Tuscany. I think it is. But I'm not positive. That to -- either being more definitive on arterial or a speed limit, I think it helps clarify and so I would defer to maybe at the speed limit conversation for the draft, if people would be open to that for the consideration, as compared to arterial and collector definitions.

Cavener: Mr. Mayor? Sorry.

Simison: Councilman Cavener.

Cavener: Mr. Mayor, I think the conversation about speed limits is a -- is a separate issue. For the benefit of the Council that was also a topic that the transportation considered and they were not supportive of making any changes to the speed limits at this time.

Simison: I wasn't suggesting changing the speed limits. I was saying we have got to define where they can be ridden.

Hoaglund: Mr. Mayor?

Simison: Because it clarifies for the most part -- the only -- I think Pine and Main are the only two collector roadways that I'm aware of that are near arterials that have the 25 mile per hour speed limit posted. Everything else is 35 or higher, so -- Councilman Hoaglund.

Hoaglund: Mr. Mayor. Yeah. I think it would still be a draft. It can always be changed. But I think doing it with a speed limit of, you know, no person shall operate an ATV on a street with a speed limit greater than 25 miles per hour, just says, okay, these are the streets -- and we can always add in -- except for, you know, designate Pine -- yeah, Pine and Main and those as off limits as well, if we feel the need to, but I just think having the speed limit designation makes it easier. It sounds like from the beginning it was just difficult for officers to explain or difficult for people who understand it. So, I'm just trying to find ways that we can say, okay, it's very simple and -- and -- and the sergeant has laid them out, you know, being licensed, liability, restricted license plate and you're operating at a speed -- a street that's 25 miles hour -- 25 miles an hour or less, so -- and, then, there might be more things that come out of it, but, again, it's a draft, but if that's something, Sergeant Frasier, you're comfortable with -- I mean I'm comfortable with moving forward and, then, getting the feedback from -- from our citizens saying, yea, nay, tweak this, tweak that and get that feedback, but your -- your thoughts, sergeant?

Frasier: Yes. Thank you. I'm comfortable with that. It was an idea I proposed and it's an answer to the greater question is what is the city's stance on the issue. Or would like to do about it, if that's what the city as a whole decides. I'm comfortable with that.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Ms. Kane, thoughts?

Kane: Mr. Mayor, Council Member Bernt, that is easy enough. Would the Council like that draft to come back for review and, then, set the matter for public hearing or just rewrite and set the matter for public hearing?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I would be satisfied with just receiving an e-mail copy prior to a public hearing. I don't know if the Council -- fellow Council Members have thoughts on that, but --

Strader: Mr. Mayor?



Simison: Council Woman Strader.

Strader: I think that leaves a significant lack of clarity regarding golf carts, which it seems like we have a flawed ordinance now. I'm not supportive right now moving forward, unless we have some data that justifies a public safety reason for moving forward, which I have not seen. I still think it's an improvement to have a speed limit -- I think if we are going to do it it's an improvement to have it done by speed limit and not by a definition of a type of roadway. I would encourage us to include golf carts in the speed -- within the allowed alternative vehicles. I see a lot of people in golf carts in my neighborhood. It's never been an issue. Any issue I have seen has already been illegal under existing law. So, that's what my struggle is still. So, I'm not supportive of moving forward with an ordinance right now, but I would say if you do want to do it, that's totally cool, but I would just make sure you address the golf cart question.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: And as I read through the draft -- and you might make sure I completely understand. Under the definitions of off highway vehicle it included -- shall be defined as all-terrain vehicles, which are ATVs, motorbikes, specialty off highway vehicles and that was a golf cart for that definition there and, then, any UTVs or utility type vehicles. Is that correct? So, golf carts would be included as an OHV, as would be defined in -- as defined in this ordinance; correct?

Kane: Mr. Mayor, Council Member Hoaglund, yes, that is correct.

Hoaglund: Okay.

Kane: The state statute defines OHVs as specialty off highway vehicles, ATVs, UTVs, and motorbikes. But our city code as drafted doesn't include motorbikes. That's not an issue we are seeing at all.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Ms. Kane, if you might expound on motorbikes, because I did see something last night for the first time that -- it was a little more than an electric bicycle and it was going quite fast, but when I looked and it went past and there was no license on it whatsoever and two people and -- it was really beefed up. So, is that a motorbike or what are we talking when you say motorbike now?

Kane: Mr. Mayor, Council Member Hoaglund, there is a distinction between an electric bike and a motorbike and a moped and a motorcycle. So, who knows. It's there. It's all kinds of new gadgets out there and for the most part the state code covers them and

makes some distinctions, but I think there are some things on the road that defy definition by the state code.

Simison: And, you know, I think where I have navigated to in this conversation, at least right now by most of the conversations, if you can license it and register it and have a license and insurance and have a licensed driver on it, that's one thing. If you can't it's a different thing, you know, from where and how -- but it's -- still it's a huge -- it's -- I don't know how long it's taken in this world for people to understand that you can't -- I refer to the CR80 -- Honda CR80s that they were not street legal, but it probably took me until I was 15 to understand that different concept between seeing XR 250 and a CR80, why one could go down the road with knobby tires and why the other couldn't for a kid and I think we got to remember, it's our kids who are driving these things. With or without parental knowledge or with or without parental supervision, that's -- that's who I see driving all of these. I don't see adults, you know, from a practical standpoint. So, what makes sense and we just want to make sure that they are -- if they are going to be on them that they understand where they can and can't and will they understand the difference when they see someone driving down the road, you know, down -- that to me is that educational component that I don't know if they will understand until what point in time -- oh, that has a mirror and a horn. Who notices that? Like, oh, they went to the store, I can go to the store. Just driving in the subdivision, it's just down the street, so --

Bernt: Mr. Mayor?

Simison: Councilman Bernt. I would be okay with having you bring back a revised document specifying what we spoke about tonight and just having --

Perreault: Mr. Mayor, as part of that revision can we discuss if Council is in agreement with the current fine amount or if there is any interest in increasing it? I have an interest in increasing it. I think it will be more prohibitive, but I'm curious to hear what my fellow Council Members have to say.

Simison: Councilman Cavener.

Cavener: Mayor, thanks. So, I think I'm in a similar boat to Council Member Strader. I -- the Mayor has got a good point. It's licensed, registered, insured -- I don't know if we need to classify this as something special, but I guess I would suggest if the topic of increasing the fine is something Council is supportive of, let's -- let's present as close to what the Transportation Commission has worked on to the public and, then, after we have taken that public feedback if we want to make those changes, I think that makes sense, unless PD has a recommended fine. I don't know what the fine structure is for you guys when you are citing people for excessive speed or a seatbelt, inattentive driving. So, I wouldn't -- I would hate for us to start wading into unilaterally picking out what that fine should be without further guidance from PD.

Simison: Personally, you know, I'm not a police officer, but I view the fines as educational opportunities, rather than a deterrent to behavior. Sometimes they are, but in this case I

don't -- I don't know that it would deter. You know, if you are not getting points on your license, if you are not being -- I don't know. Maybe it will be, though. If it's high enough it probably would be, but --

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: And I'm just thinking about myself as a youth and I'm 17 years old and I want to get somewhere and all I'm going to possibly risk is a 25 dollar fine, who cares.

Kane: Mr. Mayor, Council Member Perreault, it's -- actually with court costs it's closer to 85. It's 83.50 if court costs are 58.50. So, it would significantly increase with the court costs, if that matters.

Simison: Any direction?

Kane: Mr. Mayor, just to make sure I understood, Council President Bernt's direction, we come back with a draft and, then, move forward or update the draft and go forward with a public hearing?

Simison: If the draft is sent electronically to Council, and, then, schedule for a public hearing on the topic. So, we want a regular public hearing, just a work session topic. Yeah.

Kane: Okay. There needs to be a 30 day comment period and the Idaho Parks and Rec Department needs to be notified, so that Council can consider their comments, if any. So, it needs to be at least 30 days out.

Simison: Take your time. All right. Thirty days. Whatever. Okay. Thank you. Council, do I have a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we adjourn.

Hoaglun: Second the motion.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 5:41 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 June 22, 2021 City Council Regular Meeting

**Meridian City Council**

**June 22, 2021.**

A Meeting of the Meridian City Council was called to order at 6:02 p.m., Tuesday, June 22, 2021, by Mayor Robert Simison.

Members Present: Robert Simison, Luke Cavener, Treg Bernt, Jessica Perreault, Liz Strader and Brad Hoaglund.

Members Absent: Joe Borton.

Also present: Adrienne Weatherly, Bill Nary, Sonya Allen, Joe Dodson, Warren Stewart, Jamie Leslie, Joe Bongiorno and Dean Willis.

**ROLL-CALL ATTENDANCE**

<input checked="" type="checkbox"/> Liz Strader	<input type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Brad Hoaglund	<input checked="" 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 this meeting to order. For the record it is June 22nd, 2021. It's 6:02 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: There will be no community invocation this evening. As I understand it our individual was unable to make it.

**ADOPTION OF AGENDA**

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

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: There is one change to the agenda. Due to the accelerated nature by the federal government to declare Juneteenth a national holiday on Thursday, January -- or, excuse me, Thursday, June 17th, to take an effect on June 19th. We were unable to add this

proclamation to the agenda prior to publishing. Additionally, it was not known if our friends with the NAACP would join us this evening until yesterday. So, we would like to amend our agenda to add this proclamation by the City of Meridian to honor the Juneteenth holiday. We will make that item one right before two, the Pickleball Proclamation. So, with that I would like to make a motion to adopt the agenda as amended.

Hoaglund: Mr. Mayor, I will second the motion.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

### **PUBLIC FORUM – Future Meeting Topics**

Simison: With that we will move on to Item 1, which is Juneteenth Day and Council President Bernt will lead us in this proclamation.

Weatherly: Mr. Mayor, point of order. Pardon me. We do have people signed up for the public forum.

Simison: Okay. Then I apologize for skipping over that item. We will need to go to the public forum first. So, Madam Clerk, I will turn this over to you. Who signed up?

Weatherly: Thank you, Mr. Mayor. We have three people signed in for the public forum tonight. The first of which is -- excuse me -- Sally Reynolds.

Simison: And I apologize for skipping over that portion. If you can state your name and address and you will be recognized for three minutes.

Reynolds: Certainly. So, I have some slides. I believe Sonya is bringing those up. Okay. My name is Sally Reynolds. I reside at 1166 West Bacall Street in Meridian. So, I'm here to talk about Meridian city transparency and accountability. Yesterday morning the City Planning Department issued a TCO that allows a 24 hour grocery store to open on a major highway despite surrounding road improvements that are not completed, which was a requirement of the corresponding DA. The DA language is up there for you to read. Said condition was predicated on Council's concern for public safety and flow of traffic in response to one of the largest public outcries during a public hearing this city has ever witnessed. This is what the reality was. What has happened has happened and nothing will change that. I'm here to speak to the bigger issue this brought to light, the transparency and accountability of City Hall departments. How can we learn from the situation, improve protocols and demand better. Development agreements are not just a casual footnote to an improved application. They are the result of thousands of hours of hard work and a multi-pronged process that includes the developer, city staff, P&Z and public comments. Ultimately Council approves a carefully crafted and legally binding



agreement that is in Meridian city's best interest. In this case the application took three years to go through the approval process, had thousands of public comments and went all the way to the city courts for review. So, how did a requirement of such a high profile development agreement completely lose its teeth? Who approved the substantive deviation from the DA's original intent? The optics on this are troubling. Essentially the message to the Meridian residents is this: The actions taken by City Council during a public hearing in the ensuing days are inconsequential. At any point thereafter the city may change its mind by ignoring or contorting the intent of the Council's official action. Those troubling aspects are why I propose a future meeting topic, if not a special investigation, into how can the intent of Council and the language in the DA be so flagrantly disregarded and how was the language in the DA circumvented. Also how can we ensure the integrity of our City Council's actions in the DA -- and the DA terms. I tried to be a watchdog the last several weeks and called the city planning department for progress updates. The people I spoke with led me to believe that the business could not operate on a TCO and that no C of O would be issued until the road improvements were complete. I believe that many of you on this Council felt the same way, which is why weeks ago you asked for road updates from the developer, but he did not provide answers. Why not? In closing, I hope you will agree that the optics on this are puzzling, if not deeply disturbing. It baffles me how on an application as important as this one, at the gateway to our city, there wasn't more stringent oversight, even routine checks and balances that should have ensured City Council's intended motion is properly executed. Thank you.

Simison: Thank you.

Weatherly: Mr. Mayor, next is Denise LaFever.

LaFever: Hello. My name is Denise Hanson-LaFever and I'm at 6706 North Salvia Way. I would like to continue on with -- and expand upon Sally's comments. A few weeks before the TCO in question was issued north Meridian residents received a grand opening announcement from Winco. How did Winco officially know there would be a grand opening granted a TCO with the parameters to fully operate before -- before one was officially issued? What do you say to residents suffering to unsafe traffic conditions and commuter sitting in gridlock who now know Meridian city amplified those issues by allowing a 24 hour facility on a major highway to open prior to completed road construction? Road safety is not just a concern of ACHD and ITD, it is a quality of life indicator. Meridian city has the final say on a CO -- CO's issuance. Common sense dictates that issuing a TCO to a store that by ACHD and ITD traffic counts would bring between 20 and 30 thousand cars per day to this corner is highly irresponsible. I would like to also underscore Sally's concern about transparency. From a resident's point of view what has transpired raises questions like is this -- are -- is there a city employee whose authority supersedes the City Council? Does City Council have procedures for issuing certifications of occupancy and to specifically scrutinize DA terms? What are the procedures for City Council concerning compliance, implementation of DAs? Who is responsible to see they are implemented correctly? Council has the right and the responsibility to ask city staff what happened. This is an election year and the residents

are sure to hear about government transparency and accountability. I respectfully ask you take this opportunity stand up for the people who elected you, who asked you to represent them. As residents we have no legal recourse or avenue for redress in this situation. The state's Attorneys General does not have jurisdiction over cities and the county prosecutor's office only handles criminal police reports filed against the city. If the city planning department decides to go rogue and the Mayor condones or encourages the behavior, there is zero government oversight, zero accountability and absolutely no consequences for its actions. Quite literally City Hall answers to no one. Bottom line, any and all accountability is the City Council's responsibility. Please ask for future meeting topics regarding deviations from C-C actions and DA actions and I respectfully ask that you do an investigation to find out and get to the bottom line of what happened here.

Simison: Thank you.

Weatherly: Mr. Mayor, lastly on the list we have Dave Eastman.

Simison: If you would just like to submit them for the record.

Weatherly: Mr. Mayor, that's all we had signed up.

## **PROCLAMATIONS [Action Item]**

### **1. Juneteenth Day**

Simison: All right. Thank you. So, with that we will move back to Item 1, which is the Juneteenth Day Proclamation. President Taylor, if you would like to join Council President Bernt at the podium.

Bernt: Want to welcome President Taylor and Mr. Baber and Victor for being here this evening representing the NAACP. I will start off by reading the proclamation. Whereas on June 19th, 1865, Major General Gordon Granger of the Union Army landed in Galveston, Texas, bringing news that the Civil War had ended and all the slaves were free and whereas one year after freedom was granted to black men, women, and children the first celebration of Juneteenth also known as Emancipation Day, Liberation Day, and Jubilee Day in its early years was held and whereas since then Juneteenth has -- has long been celebrated among the African American community for its historical significance and whereas Juneteenth National Independence Day became a federal holiday in 2021 raising the public awareness of this date to all the people of the United States and whereas it is important to recognize how Juneteenth has impacted the lives of all Americans, especially those in the African American community. Therefore, I, Council -- Council President Treg A. Bernt, representing -- on behalf of Robert E. -- Robert E. Simison, our Mayor, hereby proclaim June 19th, 2021, Juneteenth Day in the City of Meridian and encourage all citizens to recognize and observe the historical significance of this day, dated the 19th day of June 2021.

Taylor: Thank you, Mayor Simison, City Council President Treg Bernt, and the entire

membership of the City Council. It was just a little over four months ago when I stood in the Council Chambers to receive another proclamation on behalf of the Treasure Valley Branch NAACP. A proclamation proclaiming Black History Month in the City of Meridian, Idaho. While Idaho as a state recognized Black History Month, Meridian is the first city, to my knowledge, in the state to proclaim Black History in the city and, again, I stand here in these halls to receive yet another proclamation. This one in recognition and celebration of Juneteenth Day in the City of Meridian, Idaho. Following the passage of the Juneteenth National Independence Day Act, which President Biden signed into law Thursday, June the 17th, 2021, the Juneteenth Day, being the 11th federal holidays to be recognized in this nation. The governor of the state of Idaho signed a proclamation that recognized the 19th of June a state holiday to be celebrated on Friday, 18th of June. Meridian, to my knowledge, has become the first Idaho city to proclaim the 19th of June or Juneteenth as the day to celebrate the day in which African American slaves in the state of Texas was told that they was free nearly two and a half years after the signing of the Emancipation Proclamation in 1863 by President Lincoln. So, today I am heartened to witness yet another first by the leadership of the City of Meridian, Idaho, and their determination of being the example of that shining city on a hill and I thank you, President Bernt, Mayor Simison, and the entire City Council membership, thank you again.

Bernt: Before we take a picture I just want to say how grateful I am for the opportunity to extend this proclamation to our good friends at the NAACP. Thank you folks for coming this evening and thank you, the City of Meridian, for the support. Today's a great day. Thank you for coming, president. Let's take a picture.

Hoaglund: Well, Mr. Mayor, as our Council President makes his way back up, I'm just glad to see that we are doing this. It's a great proclamation and I think it's one all the city -- residents of the City of Meridian can get behind, because this is a proclamation about freedom. I mean we know the principles our country was founded on. We celebrated Fourth of July and this is a freedom for -- for people who now have that full opportunity of life, liberty, and pursuit of happiness. So, you can always get behind proclamations for freedom and recognition of freedom and -- and we have got a long ways to go in this country for that full opportunity, but I think it's great when we recognize that -- that opportunity that was now given to everybody. So, it's exciting. Thank you, Mayor, for making this happen and also Council President Bernt for -- for doing that and just a great great great great day.

## **2. USA Pickleball Championship Month**

Simison: Agreed. Awesome, guys. Thank you, President Taylor. With that we will move on to another proclamation for this evening. If I could invite Bill Rapp with the SportsRapp Marketing and whoever else you would like to join me at the podium. We will do another -- another proclamation.

Simison: There is a little tournament going on right here?

Rapp: Yes. I got about a thousand players from 32 states that --

Simison: Yeah. Well, I think we are all familiar with how crazed there is in the community for pickleball from that standpoint. I would like to say that I was an early adapter -- meaning I spent one year up in Seattle in high school. So, 33 years ago we played pickleball indoors. That was my first time I got to experience it. I actually haven't played it since. So, I got to get back -- I got to get out on the court and try -- and try -- yeah. Exactly. So, we have got our pickleball aficionado, who is maybe a little too aggressive for some of our City Council members. We will have to see. So, we are going to do a proclamation in honor of the tournament that's occurring.

Rapp: So, we can say, Mayor, so you are a pickleball stud.

Bernt: That's what I'm talking about.

Simison: Well, maybe. We will see. We will see. So, proclamation. Whereas 2021 marks the 56th anniversary of pickleball and in their 2020 pickleball participant report the Sports and Fitness Industry Association report pickleball currently had 3.46 million players in the U.S. and whereas the City of Meridian has 26 pickleball courts in our community with future plans have another 12 in the next few years and it is estimated that every U.S. state and all Canadian provinces now have pickleball venues, including senior resident communities, YMCAs, local community recreation centers, schools and parks. And whereas the U.S. Pickleball Association was formed in 2005 to promote the sport and maintains the official rules, sanctions tournaments, provides player rankings and produces the annual USA Pickleball National Championships Tournament and whereas the 2021 Pacific Northwest Regional Championship will be held at Settlers Park in the City of Meridian as the main event site hosting nearly one thousand players and over one thousand guests traveling from more than 30 U.S. states and whereas this event will have significant economic impact in Meridian and throughout the Treasure Valley through partnerships with Meridian Chamber of Commerce and local Idaho businesses. Therefore, I, Mayor Robert E. Simison, hereby proclaim June 2021 to be USA Pickleball Championship Month in the City of Meridian and encourage all citizens to learn more about this fast growing sport, come out to watch this historic event and to seriously consider becoming a pickleball player and be -- and begin taking advantage of health, exercise, and social benefits of this sport, dated this 22nd day of June, 2021. So, with that I will say congratulations and welcome you to make some comments about pickleball as it has been occurring in our community.

Rapp: Thank you, Mayor. Well, I am the co-tournament director with the gentleman right here. Mike, put your hand up. Mike Hoxie. Mike Hoxie is the executive director for Pacific Northwest USA Pickleball and so I was privileged to be hired by Mike, who has run tournaments probably for longer than anyone in the United States and has incredible experience. I actually come from the world of professional tennis down in California, that crazy state. I'm glad to be out of there, by the way. Did that for about 30 years and now I'm moving into the pickleball world and it's incredible and I'm pleased to also have worked with numerous folks within the City of Meridian and also with a neighboring city and I just want to share that this city -- and there is a gentleman right over here -- I believe, Joe, are you the one I talked to? You look like a pickleball stud, too. Just want to say is every

department that I have worked closely with, which usually I try to avoid working with any cities on any projects, this -- this city runs like a profitable business, with classy people, like Garrett and Skylar and like Joe over here and Shawn in your police department and so I just want to compliment the City of Meridian for being a city of firsts in my book. I have never worked with a city quite like this. The other person I would like to call out tonight is Sean Evans, who I believe is here. I had one meeting with him and I did order a beer that had pickle juice in it and before we started our lunch I didn't know Sean, but I found out he was a wild man, because he drank my beer before I drank it. So, yeah, almost moved to the other city, but we worked that out. So, I also want to say -- is there is only one reason, besides a great city to be in, that makes for a great event and that's the people. So, I have people here from multiple states around the country that joined our team and this is a ten month event -- it takes ten months to put an event like this together. We had just over three months. So, based on the people that you see over to my right, who are unbelievable people, I just want to say this is where the -- the thanks and the glory and heroes, as, Jen, you like to call it, from zero to hero and so this is a big deal for us. I will say it's nothing compared to the Juneteenth thing that just happened here with you gentlemen and, by the way, we are patriots and we love what just happened tonight. Yeah. So, that's it, Mayor, and thank you for the proclamation and Meridian is an unbelievable city.

Simison: So, Councilman Bernt, I know we are talking about getting the Council together for an event. Maybe it's a pickleball tournament in the park once they clear out.

Bernt: I'm down and clown anytime for pickleball.

## **ACTION ITEMS**

### **3. Public Hearing for Speedy Quick (CR-2021-0003) by Clark Wardle, Located at 2560 S. Meridian Rd.**

- A. Request: Council Review of the Planning Director's determination of denial for a reduced rear setback for a new accessory structure.

Simison: All right. With that we will move on to Item No. 3, a public hearing for Speedy Quick, CR-2021-0003. Mr. Nary, shall I open this public hearing or do we just have to move for continuance?

Nary: We need to open the hearing.

Simison: Okay. Then I will open this public hearing. Is there any staff comments at this time? Nope. Okay. Then do I have a motion?

Bernt: Mr. Mayor, does -- I think that the applicant is here. Do they wish to say something before we continue this or do we just want to continue it? Okay.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I move that we continue the public hearing for Speedy Quick, CR-2021-0003 to the meeting on July 6th, 2021.

Bernt: Second.

Simison: I have a motion and a second to continue this public hearing to July 6th. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it and the item is continued.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

**4. Public Hearing for Roberts Annexation Easement Vacation (H-2021-0038) by Benjamin Semple of Rodney Evans and Partners, Located at 1630 E. Paradise Ln.**

- A. Request: Vacation of a 5-foot drainage, utility construction and maintenance easement platted between two lots (Lots 2 & 3, Block 1 of Heritage Subdivision No. 2).

Simison: Our next item up is the public hearing for Roberts Annexation, easement vacation, H-2020-0038. I will open this public hearing with staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. The first application before you tonight is a request for a vacation of an easement. This site consists of 1.77 acres of land. It's zoned R-2 and is located at 1630 East Paradise Lane, which is south of East McMillan Road, on the east side of North Locust Grove Road. The Comprehensive Plan future land use map designation is low density residential. This property, Lots 2 and 3, Block 2, Heritage Subdivision No. 2, was annexed into the city last month with an R-2 zoning district in order for the applicant to construct a new home on the property and hook up to city water and sewer service. A provision of annexation requires the existing public utility easements on the two lots to be vacated and a property boundary adjustment application submitted to combine the two lots into one property prior to issuance of a building permit. The applicant proposes to vacate the existing public utility easements that lie along the south side of Lot 2 and the north side of Lot 3, Block 1, and has submitted a property boundary adjustment application to the city to consolidate the two lots as required. Relinquishment letters for the easements have been submitted for all potential easement holders, including CenturyLink, Idaho Power, Intermountain Gas, Sparklight and Syringa Networks. They are all consenting to the proposed vacation of the easements. There has been no written testimony submitted on this application and staff is recommending approval.

Simison: Thank you. Council, any questions for staff? Okay. Is the applicant here? Would they like to provide testimony?

Weatherly: Mr. Mayor, the applicant is online.

Simison: Okay.

Semple: Mr. Mayor, Members of City Council, Ben Semple with Rodney Evans & Partners. 1450 West Bannock Street, Boise, Idaho. 83702. We don't have anything to add. It's just a simple vacation. We did get all of the relinquish -- relinquishment letters from the easement holders and so we feel like it's already done. I will stand for questions.

Simison: Thank you. Council, any questions for the applicant? Madam Clerk, do we have anybody signed up to provide testimony on this item?

Weatherly: Mr. Mayor, we do not.

Simison: Okay. Is there anybody in the audience who would like to come forward and provide testimony on this item or anybody online wanting to provide testimony? If you are online you can use the raise your hand feature. Seeing no one wishing to provide testimony, Council, do I have a motion?

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: After considering all staff, applicant testimony, I move to approve File No. H-2021-0038 as presented in the staff report for the hearing date of June 22nd, 2021.

Simison: Need to move to close the public hearing first.

Hoaglund: Oh, I'm sorry. Mr. Mayor, how about if I move to close the public hearing on H-2021-0038.

Cavener: Second.

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

**MOTION CARRIED: FIVE AYES. ONE ABSENT.**

Hoaglund: Now I'm ready to roll, Mr. Mayor.

Simison: Mr. Hoaglund.

Hoaglund: After considering all staff and applicant testimony, I move to approve file number H-2021-0038 as presented in the staff report for the hearing date of June 22nd, 2021.

Cavener: Second.

Simison: I have a motion and a second to approve Item H-2021-0003. Is there any discussion on the motion? If not, Clerk will call the roll.

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

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

**5. Public Hearing for Prevail North Subdivision (H-2021-0021) by Schultz Development, LLC, Located at 5150 S. Meridian Rd.**

- A. Request: Annexation and Zoning of 5.63 acres of land with an R-8 zoning district.
- B. Request: A Preliminary Plat consisting of 19 single-family residential lots and 4 common lots on 5.25 acres of land.

Simison: Next item up is a public hearing for Prevail North Subdivision, H-2021-0021. We will open this public hearing with staff comments, turn this over to Joe.

Dodson: Thank you, Mr. Mayor, Members of Council, and good evening. Thank you for your proclamations today. Very much appreciate them. As noted the next item is Prevail North Subdivision. The subject property consists of 5.63 acres of land, currently zoned C-2 in the county, specifically located at 5150 South Meridian Road, which is approximately a quarter mile south of Amity on Meridian Road. To the north is R-4 zoning and the city property that is undeveloped. Also in that area is a county dispatch tower that also resides north of the property. To the east is R-8 zoning, but undeveloped land. To the south is R-8 zoning that is being developed currently under the Prevail Subdivision, which was approved under the Percy Subdivision. And to the west is Meridian Road. Further west of that is a county RUT parcel, as you can see here. Future land use map designates this property as medium density residential, which allows residential uses to be constructed at the density of three to eight dwelling units per acre. As noted, the subject site is approximately five acres -- 5.25 for the plat, versus 5.6 for the annexation. It is in between multiple parcels that are already annexed into the City of Meridian. As noted, the site to the north is city-owned property that is reserved for a future well site and currently only has access to Meridian Road. The site to the north -- sorry. The site to the south is the 113 lot Prevail Subdivision, which was approved in 2019, currently zoned R-8 and has an access to Meridian via a collector street, East Court Street, which would be right here as a temporary emergency only access to Meridian Road as well, directly south of this parcel. The applicant on this application is the same as that for the Prevail Subdivision to the south, which makes Prevail North a continuation of that subdivision. The applicant is proposing Prevail North with gross density of 3.42 units per acre, which



is at the low end of the allowable density. Because this is an extension of the Prevail Subdivision to the south, the applicant is aligning the proposed lots with those to the south. Due to the site constraints for it being deep, but relatively narrow, and having a waterway along the north boundary, the applicant is only proposing homes on the south side of the site. The revised plat is proposed with 18 building lots and three common lots on the five and a quarter acres. The original had 19 building lots. It appears to meet all UDC dimensional standards for the requested R-8 zoning district. The project is proposed as one phase, but will, essentially, be the phase three of the Prevail Subdivision. The applicant has submitted conceptual elevations of the detached single family homes, but this use does not require design review. But the elevations do depict a majority of two story homes with the two car garages, as one -- with varying home styles that are noted specifically as traditional, craftsman, and contemporary. The subject site contains a large section of the Carlson Lateral, which can be seen here. This has both the current -- I guess location and topography, as well as the proposed, which is the boxes and the line here. The applicant is proposing to both reroute and pipe this lateral consistent with the desires of the city engineer. Piping this lateral will allow for more buildable area of the subject site. Will fix some of the topography issues with the city-owned property, as well as for this site and allow easier maintenance by Boise Project Board of Control. Staff supports the piping of this irrigation lateral and the proposed plan complies with city code. The proposed public streets are proposed as 33 foot street sections with attached and detached five foot sidewalks, allowing for on-street parking where no driveways exist, which does include the entire north side of the street, except for the bulb out at the center. Attach sidewalks are proposed -- are proposed along the new street on the south side, but the north side is proposed with a parkway. Access is proposed to be extension of Key Port Avenue from the south, which is a local street stubbed to this property already from Prevail Subdivision. The collector street, which is what's the east-west street, is proposed as approximately 908 feet in length from the center of the western cul-de-sac to the east property line. Although the length of the street from east to west is greater than 750 feet in length, South Key Port intersects the street approximately halfway to break up the block length. So, there are no code issues with the proposed block length. In addition, UDC 6C-3, subdivision design standards, notes that dead streets cannot be greater than 500 feet in length without an intersecting street or without a Council waiver. Because of South Key Port intersecting Liberator at its location, neither the west or the east cul-de-sac is greater than 500 feet and, again, does not require any Council waiver and meets code. The applicant is also proposing two stub streets to adjacent properties, one to the north out of the west cul-de-sac and one to the east out of the east cul-de-sac. Staff supports the overall road layout and stub street locations as proposed on the revised preliminary plat. Though there is potential for topography to complicate the future road extension to the east, staff highly recommends maintaining the stub street to the east for added future connectivity through the Brighton parcel to the east. This recommendation is based both in Code, UDC 11-3A3, and from recommendations of the Meridian Fire Department for better neighborhood connectivity and emergency response access as the properties to the south and southeast develop. The minimum amount of qualified open space that should be provided for this site is .53 acres based on a class size of .525. With the revised landscape plans the numbers discussed within the staff report are not accurate and they have been updated since the original publication. The applicant is continuing a segment

of multi-use pathway along Meridian Road frontage, which qualifies as a required amenity. Because this plat would be an extension of the already approved Prevail stub to the south, the applicant has indicated these future residents will be able to use the other amenities and open space within that subdivision. The closest amenity to this space is an open space lot with a playground directly south of Key Port Avenue extension and has a micro path in direct alignment with that amenity lot. So, Prevail North is here. Key Port, micropath, tot lot in the center of the development. The applicant is proposing approximately 1.15 acres of overall open space, which is approximately 22 percent, with .74 acres of the area as qualifying, which equals 14 percent. A change that occurred since the original publication in the staff report is that the fencing along the Carlson Lateral easement has been moved to make the easement area nonaccessible and, therefore, cannot be counted towards a qualified open space, which you can see as the brown area on this color plan. Fencing the easement area off aligns with Boise Project Board of Control comments and city code for added safety. Despite being less than previously thought, the proposed open space still exceeds the minimum requirements and staff is still in support of the proposed open space and landscaping. The Commission -- really, their only point of discussion was the purpose of rerouting the Carlson Lateral and how its -- its new placement can affect any future road extensions from the proposed stub street out of the west cul-de-sac. Other than that they did not have many questions and the Commission did recommend approval of the subject application. There was no written testimony prior to the Commission hearing and no written testimony prior to the Council meeting. So, for that I will stand for any questions from Council.

Simison: Thank you, Joe. Council, any questions for staff? Okay. Thank you very much. With that I will turn this over to the applicant. State your name and address and be recognized for 15 minutes.

Schultz: Matt Schultz. 8421 South Ten Mile. I promise I won't speak 15 minutes, but we will see how it goes. This little -- I call this little sliver of land North Prevail. When we started Prevail two years ago we looked at it, for sale by owner, who pretty proud of the price, considering it was approved for mini storage. They have challenging access and that it didn't have any access to Meridian Road, which was the access. Even so, it's so expensive to develop with the 48 inch lateral to the north and the grading and getting lots on one side and we passed. But recently in the last six months we re-evaluated that decision and, thought, maybe we should do it. So, here we are. It is challenging from an engineering standpoint. It is expensive. But the market is allowing us to -- we are seeing this as a positive endeavor to move forward, but it also importantly for us and probably for the city, you get to control the lot size, incorporate them into our HOA, join the pressure irrigation system and there is a third dimension to this that you can't picture from these exhibits in that there is about ten feet of fall from that -- that tan area on the north, which is flat, down to the road, that we are -- Liberator Road and there is another ten foot drop from the back of our lots down into Prevail Two. It's a very challenging site from a grading standpoint and coordinating that grading is very important and we are able to do that. Having -- having bought this piece and we have already started engineering it and it's -- it's even a little bit worse than I thought in terms of the amount of dirt we have to move and cut and fill to shape it all in there, but it works. It's tight, but it works. So, with that I

think the positives are it incorporates nicely into Prevail. It's an extension. It cleans up pretty messy little hillside sliver with limited access and it -- it works and we are looking forward to developing it over the winter when we can pipe that ditch. Typically we normally ask for a waiver, since it's such a large one, 48 inches. However, it is up on a hill. We do need to straighten it out and it's very important that we just get that thing underground in a concrete pipe and not leave it hanging up on the side of the hill. Not that it's ever blown out, but you never know. So, it's just -- we are not even asking for a waiver, we are just going to pipe it and get it done. Very expensive and it's just what you need to do. For me there is -- there is only one issue. I'm going to ask for a little bit of -- we do agree with staff's conditions of approval and there is a whole issue about the access that was mentioned. There was a point of -- the only point we kind of discussed with staff going to the north. It's always important to continue and have connectivity to additional properties. We are limited by Meridian Road on our west. We can't access it with vehicles. We are going to access it with a pathway -- a pedestrian pathway. So, that leaves the property the north, which is a city property that's -- that we have this large -- oops. This large pipe up on the top of the hill and we are coming down and we need to get our cul-de-sac up over that to provide connections to the north. So, I'm -- and I know your Public Works Department has said we really don't want that connection to the north. We don't need that connection to the north. I would say if -- if the city parcel could get connections from -- from that parcel to the north out to Amity, we would prefer to eliminate that little connection. It would allow us to drop our cul-de-sac about six feet and there is a whole lot of slope grading and other complications, but if we have to do it we have to do it. I'm just saying if there is another alternate route in the future to the north out to Amity, that would be the way to get to the city property and not through this -- this piece out of the end of that west cul-de-sac. That's all I'm saying. Our design horizontally stays the same with the cul-de-sac where it is, it's just vertically does it -- does it move up or down six feet in the air is the only change, which you just can't see here, but we started engineering plans a little bit early, so we kind of know where we are at and that's my only request. But other than that -- I know Brighton's saying that -- that stub street for the east will never go through. It's their, you know, last phase. They claim it's eight years out. It is -- there is a drop off as you go east down into a ravine where the city sewer goes through. So, it is challenged with some topography going east, as well as north. I'm just saying the one to the north, we would like a waiver from it to not have to lift it up so high to get up and over that pipe and just kind of be able to drop it down and blend in the -- the topography a little bit better. But we can live with either decision. And I hate to see Public Works and Planning disagree, but it's -- it's kind of interesting. But other than that is just one of those issues that's come up at Public Works. It doesn't need it, but Planning says we really like it and so -- but it's a future city water tank site. I guess it's five to ten years out. It's situated at the top of the hill, which is where you want your water tanks. It's the high point of south Meridian and that's why we have some topographical challenges. So, with that I will stand for any questions and ask for your approval. Thank you.

Simison: Thank you, Matt. Council, any questions? Okay. Thank you very much. Madam Clerk, do we have anyone signed up to provide testimony on this item?

Weatherly: Mr. Mayor, we do not.

Simison: Okay. Is there anybody in the audience who would like to come forward and provide testimony? Now would be the time to do so. Or if you are online and would like to provide testimony, please, use the raise your hand feature and you will be unmuted. Seeing no one wishing to provide testimony in either fashion -- so, would the applicant like any final comments? Nope? So, Council, turn this over to you for questions, comments, or motions.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Question for Mr. Stewart in our Public Works Department. If you wouldn't mind, Warren, explaining the situation for that north stub a little more for us. This is for a future water storage facility that we have to be prepared for? What -- or is there something already -- and there is -- is there an existing well site there already or both?

Stewart: Thank you, Councilman Hoaglund. Mr. Mayor. Members of the Council. We -- we bought this property a number of years ago. After we bought the -- the reservoir site on Locust Grove Road, just south of Victory, and there was a lot of work that had to be done with the community to -- to put that water tank in. We wanted to make sure that the next water tank that we put in that we were out way ahead of that. So, we bought this property a few years ago, knowing that we were going to need a water tank out in this area. It's one of the things that Matt brought up is it's on the top of the hill, so we have got a lot of elevation there, which is good. We can gravity to -- for pressure in the system for -- if that's the direction that we decided to go. We also think it might serve as a good well site in addition to the reservoir site in the future. The conundrum that we are running into here between us and, essentially, Planning -- Planning has their rules in one thing and another about connectivity. The City of Meridian site comes -- has a direct access off of Meridian Road. It's a deeded access from ITD. We have already confirmed ITD has no intentions of taking that away. We will have to bring in large trucks and vehicles -- semi trucks and so forth into this site, not only for construction, but also chlorine delivery and other things on an ongoing basis for operations and maintenance. We feel that it is a much better solution for us to bring those in directly off Meridian Road, rather than to wind through a residential subdivision to get into our facility. So, we would like to keep the access that we have off of Meridian Road and be able to utilize that for access to the site. There is also on the western portion of this site a large radio receiver tower that sits there that belongs to the county and so you have got both of those pieces -- elements in there. You can see it on the far right picture, that little kind of triangular shaped piece, that's the -- that's the tower. That's the communication tower. We plan to site our reservoir and potentially a future well site immediately to the east of that. So, there is not a whole lot of place for that road that goes up right there on -- just off of Meridian Road. There is not a whole lot of place for that to go anyway and its topography is challenging, to say the least. So, that's the situation and I will answer any additional questions that you may have.

Simison: So, Warren, just kind of follow up on that. Is it that you need -- that you want

that access for construction or you want to take that access at all times?

Stewart: We would prefer to have that access at all times. We think -- this is kind of an industrial facility. We would prefer to have an access even for operation and maintenance. We have to -- you know, we have to bring well drilling rigs in there periodically just to clean the well and, really, don't feel like winding through the subdivision is the way to access that site.

Dodson: Mr. Mayor?

Simison: Yes, Joe.

Dodson: I would also like to comment on this, just to clarify two things. One, when the city property does develop -- to maintain that access they will need a waiver from City Council, because our code does not allow that, because they -- if they have a lesser classified street to take access from, which, then, leads to this project and this site. Staff is not -- by proposing a street from this site to that site we are not saying that they cannot have that access, but, obviously, it would be required to request a waiver from City Council. Nor am I telling Public Works that they should circumnavigate the residential development order to do that. If ITD says that it's okay I'm assuming that that property will -- when that project comes through Council will take that into account. But that's -- that property is not on the docket tonight. Our code does require those additional stub streets for connectivity. So, if it is Council's purview to remove one or both stubs, that is your purview through the Council waiver.

Stewart: Mr. Mayor, if you will.

Simison: Yes, Warren.

Stewart: City Council. We understand that. We are -- you know, we realized that that arm wrestle may come at a future date. Just wanted to kind of offer perspective from our proposed use of that facility, what we think. We will -- we will work with whatever we need to. But for the time being we will just fence it.

Simison: Something for a future -- and this is where my question is -- at what cost are we going to build a road from Meridian Road into the site, because we got to go around a few corners once a year or once every other year. I -- that's a conversation for -- maybe for the future, but in part today, I guess. I -- it's a legitimate question I would have from that. I mean we do have another well site inside a subdivision. Granted you don't have to go through corners to get there, but --

Stewart: Yes. Mayor, there is one other sort of mitigating factor, if you will, that the Council probably ought to be aware of. Because that is the lateral, the irrigation district has a maintenance road that goes back there. That access road already exists. It's the access road for our site and for the maintenance of that lateral. That will not go away. The irrigation district is going to insist that that be maintained, that there be an access along

that ditch no matter what and so that road will probably always be there, whether we are allowed to use it or not, because the irrigation district will insist that they have it for maintenance and so that road already exists into the site and it's an improved gravel road. I just wanted you guys to be aware of that that little nuance exists.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I don't know, Warren, if you can tell me -- I mean this is a site with three separate applications -- or we will have three eventually. We got the radio tower. That's for the county. We have got a City of Meridian well site. And, then, a water storage site at some point in the future. And so there are three -- three different activities going on. The most active one I'm assuming would be -- is it the well that needs the chemicals or is it the storage facility that will need it? I don't know how many active trucks will be going to that tower site for occasional possible maintenance or just checking the site, but can you tell me about the water and storage and well site and how much access is needed for that, how often?

Stewart: Sure. So, the first piece of that puzzle that will go -- well, of course, the tower is already there. That's owned by the county. It's not even on our property. They have their own piece of property. But it is a big facility there that, you know, takes up a fair amount of space. The first thing that will go in on our side is the water tank itself and, then, in association with that water tank will also be a booster station. It will look very similar to the facility that you see on -- on Locust Grove Road south of Victory. And so that will be the first elements that get put in place. There are situations where -- well, for one, because there is a booster station and a tank, our operations and maintenance crews will visit it multiple times a week with their regular vehicles and equipment. Every time we have to go in and do maintenance on a pump there will have to be a crane tractor that comes in there, lifts the pumps and motors out of the roof and one thing and another. That happens periodically. But that's, you know, hopefully only every few years that that takes place. There might also be a need for chlorine injection to keep the water fresh. We don't know that until the design is complete until we, you know, get the opportunity to work through those issues. But certainly if we, then, go ahead and put a well on -- which is not for sure, because we would have to do a test well first and find out whether that's a good candidate for a well site. We think because of its proximity to the reservoir that it might be. But if that went in, then, there would be certainly delivery of chlorine to the site for chlorine injection. There would definitely be people visiting it every day and every now and again -- every five years or so there would be a big drilling rig that would come in and set up and -- over the top of the well and clean and -- and service the well and put it back into service after they are done. So, that kind of gives you a flavor of what takes place.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Warren -- and maybe give us a flavor -- like a drill rig sounds like a -- like a very sizable vehicle to me. Maybe just give us an idea of, you know, the -- the real constraints around getting these vehicles to that site.

Stewart: Well, it is -- it is a big rig. That's the biggest one I can foresee going in there. But those drill rigs are -- are very large -- large apparatus. They are probably the size of our biggest fire trucks or maybe even bigger and so -- I mean could we go through that subdivision? Perhaps. The thing that concerns me is immediately north of the little cul-de-sac, the northern stub that you see there, if you can see where that tower is, you see the fence -- you can see that fencing across there. Immediately to the north is the -- is the tower. So, we would have to make a pretty significant right turn pretty quick to get back into the site and you can see where that tower property is, we would come out of that little bulbous cul-de-sac going on the north and we would have to immediately turn to the right to come over to where we plan to put the -- that's going to be a tight turn to get one of those big rigs in. Whether we can do it or not I don't know. I haven't actually put the radiuses on there to see if that -- how easy or not that's going to be. But it's going to be -- it's going to be challenging. I think the bigger question is do we need a public street diving into that industrial facility. I don't know. I'm not here to try and argue this point tonight. I really am not. I'm not trying to give our Planning Department a hard time. I just want to -- you know, from our perspective what we feel like we need versus what we don't necessarily need. If this is going to be a subdivision to the north, I can certainly understand that -- that access. But that's not what it will be.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: If Council were to consider a waiver in the situation would that need to be a separate noticed public hearing from what we are doing this evening?

Dodson: Mr. Mayor, Council Woman Perreault, that is -- no, it would be included in your motion tonight.

Perreault: Okay. Thank you.

Hoaglund: Mr. Mayor, question for Joe real quick. So --

Simison: Councilman Hoaglund.

Hoaglund: So, that -- that stub to the north, it's just -- staff was looking at it as a connection for that -- for those properties of that -- by the city and county. There -- there will not be any additional access that you can see or -- we know there is not an application there or anything, but is that what staff is looking at, that there is some potential for connection for other development out there besides what is planned now?

Dodson: Councilman Hoaglund, that's a good question. I would say that because that

application hasn't come through and I assume, as discussed, that the city Public Works is going to ask for that connection and because of the examples of the use of the drill rigs I can conceivably say the staff may support that waiver in a future application. I don't necessarily see an issue that -- it would also be another great access for fire. Getting a thumbs up. So, that -- yeah, that -- that plays a part in it. To the north of the city property, north of the county site, there is a property here that is currently I believe approved for some type of storage. However, that, with the changing market, has come across in meetings of maybe going to a residential, which, again, having an additional public road connection that isn't Meridian Road is part of what our comp plan and what our code talks about. So, yes, having a public road bisect a piece of a city property is not ideal, which is why the applicant worked with Public Works and moved it from the east cul-de-sac to the west cul-de-sac, because of sewer easement, because of topography, because of the potential -- or proposed location of the well and reservoir. So, those things have been taken into account, again, for planning future connectivity that is what we would like. I do want it to just be reminded that the city property isn't before us tonight and, then, on top of that, because it's ending in a cul-de-sac with a little stub of right of way, there is no requirement that I know of, unless ACHD can correct me, that that road will have to be extended into the city's site. If the city's site comes in and they say, no, we just want to have our access, it is what it is and, then, there is just a fence, because it is in a cul-de-sac. So, there is potential for different alternatives coming forward once the city site develops, which, again, five to ten years we will see how development in south Meridian works, but at least for now staff -- Planning staff wants that opportunity.

Bongiorno: Mr. Mayor?

Simison: Yes, Joe.

Bongiorno: Since Joe brought it up, that access to the city property would have potential to give us another access into Prevail. As it sits right now Prevail only has one way in and one way out for that whole subdivision, including this new piece that -- that is being added onto it. There -- there is a temporary emergency access there, but as things are growing out here this temporary emergency access is turning into more of a permanent emergency access. So, it would be beneficial for the Fire Department to also leave that little nub there just in case we need to get through to Meridian Road.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Question for deputy chief. Then if that access is there, the stub there to the lane north and that road -- we know the lateral is not going to go away, that's going to be there for maintenance purposes and it sounds like it's improved gravel, does that become the emergency access for that subdivision or will that still need to be maintained for that -- where they are showing it now as well?

Bongiorno: Mr. Mayor, Councilman Hoaglun, I -- it would have to be maintained and we



-- it's kind of like Warren was talking as well, you know, I don't know exactly what the lateral does right there, I haven't been out there, and so I don't even know -- like he needs to make that right-hand turn, I would have to make that left-hand turn or a right-hand if we are coming in, so we would be in the same boat. We just have to see what the layout of it -- what it looks like to see if we can make that corner, because we have -- we have the same problem with the large fire engines, so --

Dodson: Mr. Mayor, I want to clarify that point --

Simison: Joe.

Dodson: -- further that -- that making that emergency access is not part of the application currently. The one to the south with Prevail Two may be maintained and that would be the official emergency access. Should there be a big emergency and fire has to use it I'm sure they could. Sure. I would love to run a fire truck through the fence, but it's not one of the official emergency accesses that we are proposing.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: I would like to hear -- have Matt weigh in on this discussion a little bit on thoughts for that -- that access. It sounds like there is also some steepness to that. I'm just thinking slope plus turn, I -- and that's the hard part about these things, we don't -- it doesn't come in 3D, so -- and we don't deal with a lot of hills in Meridian, so it's hard to -- you know, you go by there on the highway and you see it, but you don't really appreciate slope until you are actually out on site and looking at it. So, if you could give us your observation and comment.

Schultz: Thank you, Mayor and Councilman Hoaglund. I didn't know if the public hearing was closed or not, so -- appreciate the opportunity. My thoughts are the topography and the factor there is a large diameter pipe right north of our property line where that ditch is piped is high, if you will, and the cul-de-sac wants to go low and you have to get up over that meeting emergency access rules for steepness and cover and the ditch company doesn't like us to do what's called a siphon where you drop the pipe and come back up -- they don't like that. So, that would be a solution, you know, later if it ever wanted to be extended is siphon that pipe, drop it low so you could put that at the proper steepness and we could still drop the cul-de-sac now and it would all blend in. I did observe and -- Public Works director Mr. Stewart did point out the -- the location of this stub is not ideal for -- for getting into that site in terms of -- it's a pinch point with the -- in addition to the topography -- the horizontal pinch point with that -- that tower site. You can see the fence there just due north of the corner and it would be a hard turn in there. So, my thoughts are, obviously, there is no waiver for the -- the mid mile access policy on the -- on the agenda tonight. It's not our -- you know, not -- not our prerogative to ask for that, but I know the ditch company is always going to use that mid mile access. They are always going to use that and if Warren is correct that ITD would grant that, I see it as a very low

impact waiver that the Council would probably grant, but that's just my -- my speculation later that we wouldn't need this connection to the north and, then, we wouldn't have these industrial trucks coming through and things like that. So, from a pure engineering standpoint I would like to eliminate it, but that's just my -- my personal -- I don't want to lift that cul-de-sac six feet to get up and over that pipe is my personal desire for it and, then, there other issues that have come up and I appreciate the -- the discussion always. There is a -- there is a lot of different angles on this, but we are willing to do it either way. We will make it work either way and we are not here to hold up anything. It's just we are asking for the waiver. I know Warren is suggesting that it get waived and that's where we are at. Thank you.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Before we close the public hearing I guess my first thought that comes to my mind is if I were a homeowner there I would probably want as much protection from, you know, that -- city-owned properties as I could. I also think that, you know, if that were not a city property would I treat this property differently and I don't know if it would. I don't think I would. So, just -- just a quick thought for me I would -- I would be -- I'm leaning toward granting the waiver just -- I don't know if that's necessarily needed at this time. Like I could change my mind, I just wanted to give my thoughts to start -- to start the discussion.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Yeah. I was on Council when the other water storage facility went in off of -- Warren, was that Locust Grove and Amity or -- no. Or Victory? I think it was Victory. Victory. Yeah. And it was amazing because you had a lot coming off of Victory, it didn't go through a subdivision, but people were up in arms because they could see it and it was alongside the creek. There is no way in the world that would have happened if we, then, told them the city vehicles are going to be going to that site in and out. I mean we are talking there were people up in arms. Well, you see how people get sometimes when you are messing with their -- their home, so -- and even though this is in the -- in -- this stage right now people aren't living there, you still have to think people would not want those vehicles going through their subdivision and it's -- the thing where -- where there is the access for the irrigation district, we know that's not going to go away. That is part of their easement and so that kind of makes that decision a little easier. I appreciate deputy chief's -- you know, looking for other access points. It's always -- always a good thing. But even if we were to require that to stay, there is still going to be the fire access requirement. So, it's not like it's really needed for fire access. Future -- future development. I mean, Joe, you know, you give me pause to think through that, you know, is there going to be future development. What does that look like? Again, not -- we might start needing for these areas the -- the grid -- grid maps, you know, the topography maps on these, because to figure out, oh, that's a really steep slope, because grid lines are so

close, because it is hard to tell, really, to know what that slope is and you go, yeah, that's such a steep slope they are not coming up that. So, it's -- it's -- it's -- it's hard -- too hard to tell. But, you know, we do want to pay attention to that connectivity and it makes sense and we -- I think we are pretty good about making sure we have cross-access and different things like that. So, you know, the one going to the east I'm -- I'm -- I definitely think is needed. It may not be needed in the future, but that's a possibility. Again, there is a ravine there. I don't know what that looks like. But to me that makes sense. The other one not so much. So, that's just kind of my -- what's going through my brain right now.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I do have a question for staff. For Joe. So, you would say there is a privately owned property to the north of -- of what the city has and we don't know at this point if they would get access off of Amity. Could that potentially landlock that piece of property --

Dodson: Council Woman Perreault.

Perreault: -- because of ACHD's rules regarding access from arterial roads?

Dodson: Council Woman Perreault, it wouldn't landlock them, but it would make -- if they don't have a public road from this site through the city site. So, again, that would be predicated on the city site providing that stub street to their northern property line -- property line. I could say that ACHD -- or they have to provide access, so they will, to either Meridian or Amity. More than likely Amity, but it's going to be probably a restricted access. But it would also be determined on what use they are proposing. Again, right now I believe it's -- it was approved for some type of storage, which, you know, is neither here nor there how we feel about that, but the access points for that are going to be different than what someone's going to want for an apartment complex or even a mixed use, which it is designated as mixed use on the future land use map there, so -- which would be --

Perreault: Mr. Mayor?

Dodson: Where is the mouse?

Simison: Council Woman Perreault.

Perreault: Joe, do you know the size of that parcel or multiple parcels?

Dodson: I believe it's at least 18 acres, the larger parcel.

Perreault: Okay. Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, Joe, if we -- if we kept the stub does that give us the most optionality possible in your opinion?

Dodson: Yes, ma'am.

Strader: That's kind of what I'm leaning toward personally. I think that at least keeps our options open to the future. I think Council Woman Perreault just brought up a really important point about the property to the north.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Warren, I recognize the location of the storage tank, it's kind of unique, but do you have or is there plans to put some type of signage out there so that as this part starts to develop at least people know what's coming?

Stewart: Well, Council Member Cavener, Mayor, Members of Council, we have had that site up -- or that sign up since the day we bought it.

Cavener: Awesome. Thank you.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Just a follow up again on that -- that parcel to the north. Is there any chance to see -- I mean what would the process look like if an applicant came in and requested access through the city property, one, is it likely that it would be granted. Two, is it feasible to actually have access because of the location of this tower and, three, is it going to bisect that -- the city property in such a way we can't use it for what its intended use is?

Dodson: Council Woman Perreault, great question. It is a little awkward because of that -- where the property lines are for the county tower -- it's in that weird shape because the -- the -- the anchor lines -- the anchor points for that tower are very similar to where the end of the property lines are. So, where that stub is you can kind of see it here. Blue line I wish was gone. But probably would have to kind of snake around it and, then, come up engineering wise and ACHD minimum radii and things like that. I honestly do not know if those could be met and that's unfortunate. So, it might be a moot point. I do understand that predicament there.

Simison: Would it be possible to pull up Google Earth?

Dodson: Yes. Perhaps. Our GIS would be better, but I don't know if this login will let me log into that.

Stewart: You can turn on contours in GIS if you can do that.

Bongiorno: Mr. Mayor, while he's pulling that up I did -- for Council Woman Perreault that property is 15 acres. It's 15.15 and the one next door to it is 5.84. I should have a map up -- there we go. Should have this here -- I can't turn on all the layers I want just because of the -- their map that's available to the public versus what's available to staff is very different. But generally the cul-de-sac I believe is right here. So, that stub would kind of stub into here. I do not think that having a stub road here would make this site unusable. That road is going to have to fit here regardless of -- if it's an access road or a public road, which I would not propose a public road from this point and if it was aligned up here to the east I think that would be more of a driveway access with a gate on it to protect and keep our site -- our city site safe and keep residents safe. But what they do with this western piece I have been -- I'm under the impression that there is nothing that can be done there for the city, it would just kind of be there anyways. So, I do see both sides. I do agree with Council Woman Strader that it does give us the most optionality. Not necessarily that we have to pull the trigger on any of it, but at least it gives us the option.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you so much for that. So, either way the property to the north is going to have to get access off of an arterial. That's kind of what I was trying to understand.

Dodson: Yes, ma'am.

Perreault: Thank you.

Dodson: Mr. Mayor. I would also like to note that if there -- if there isn't a stub from this property and when the city site develops we are basically requiring Council to -- to grant a waiver to access Meridian Road, because they would not have any other access point. With that I'm also not saying that we should only allow access through the subdivision to the south because of the issues that we have discussed, I think that might be a poor decision as well. I would not promote big trucks coming through the residential neighborhood. I would not be happy about that either. So, there is multiple facets to this as usual. I can't come to you with an easy project. But it's part of the deal nowadays.

Perreault: Mr. Mayor, I have another question for the applicant if it's permissible.

Simison: I'm sure he would love to answer your question.

Schultz: Thank you, Mayor.

Perreault: Thank you, Matt. So, just so that I'm understanding correctly, you are not requesting that the -- to necessarily eliminate the -- the access, the stub, you -- you would prefer that a section of that pipe be moved and completely removed by Public Works and that would make it more feasible from an engineering standpoint to leave the stub or are you requesting that this -- that the cul-de-sac stay, the stub not be added and the cul-de-sac would just be enclosed? Hope you can give us clarity on that.

Schultz: Yeah. So, we -- when we first started this layout we -- this issue about connectivity came up and we have moved and jockeyed around, say here is where we think it should go and, then, you started digging into the engineering and do we really need it. If we really don't need it, then, let's not, preferably, is kind of where we are at, because it does cause some complications with the ditch company. I'm sitting here thinking if you guys approve it with the stub and we design that cul-de-sac high enough to get up over that, it's -- I'm going to go to the ditch company and ask them, hey, can we -- when the city does come in and they do connect this thing, can they -- can they put two manholes on the other side and drop the pipe, so the road can go down shallower and we could just today lower that thing, just keep it low. I'm going to ask that question before we go the final design. If you do approve the stub. If we don't need it and the thought I have, I just -- I thought you guys might have some access off of the Amity through the -- through the industrial sites already. I thought that could be an option as well, which has not come up. That -- that might be an option to get you another -- in addition to the -- the mile access, which is a mid mile -- it's not a mid mile, but the South Meridian Road access, it's always going to be there because of the ditch company anyways. So, that north access is an option. If we really don't need it we are asking for the waiver. If we really really need it, then, we will deal with it and we will deal with the ditch company and try to explore other options. But we would just like to eliminate it and fence it off. So, I would like to add -- which I didn't point out this first time -- that -- that tan piece that's in the color rendering that's going to be part of the easement, we are proposing to give that to the city, just because we are going to fence it off between the tan and the colored with a wrought iron fence. So, we are going to get a wrought iron fence the whole way. We are going to pipe that ditch the whole way and, then, I'm going to have this HOA owned -- or not HOA owned, but if we would have somebody to give it to, an HOA no man's land, that we would rather just give it to the city -- deed it with our plat. It's a half acre. Can't build anything on it, but you can certainly turn around trucks on it and probably park on it. So, that is part of the proposal as well, too, that we deed that half acre strip, which is not talking about that stub, that's just a by the way -- informational and I forgot to mention originally, so thanks.

Simison: Thank you.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I move that we close the public hearing for -- let me make sure I get the number right. Prevail North Subdivision, H-2021-0021.

Strader: Second the motion.

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.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Why is it always these small applications that have the most questions. I don't know -- I would like to make a motion -- I'm not sure I'm going to actually word it correctly, so I will rely on staff as far as the Council waiver goes. But I move that we approve the application for Prevail North Subdivision, H-2021-0021, with a waiver not to require a stub street on the western cul-de-sac. Do we need more specifics than that?

Dodson: Mr. Mayor, I -- that's enough for me to make the motion and I guess add a -- sorry. Wheels are turning here. A little slow these days. They could either add it as a DA provision or make a specific comment within one of the conditions of approval of the plat to just say that the requirement for the stub street north is no longer there. It was waived by City Council.

Perreault: Do we need to reference the section of the staff report that specifies the requirement?

Dodson: No. I can take care of that, as well as the parcel number to the parcel to the north.

Simison: Do I have a second?

Hoaglun: Mr. Mayor, second the motion.

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

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yes. I still think it -- it probably works either way, so I think I would probably vote for it either way, but I -- do we feel like we still have kind of the -- I guess my question -- maybe through you to Council Woman Perreault, would be does she feel like her concerns are alleviated about access, then, to the property to the north in the future?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I do. It sounds like there is quite a bit of confidence that the city will still be able to access from Meridian Road and that's the preferred method of access on the city's part for construction vehicles and personally I -- I think it would be wise for the city not to take access through the subdivision, so -- it does -- it does have concern if at any point in time -- I don't know if ITD can remove that access from the city. I assume not. That would be my only concern. But, otherwise, it sounds like there is quite a bit of confidence that the city will be able to access it from within -- and I believe that the city should.

Bernt: Call for the question.

Simison: The question has been called. Clerk will call the roll.

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

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

**6. Public Hearing for The 10 at Meridian (H-2021-0025) by J-U-B Engineers, Inc., Located at 75 S. Ten Mile Rd.**

- A. Request: Annexation of 40.30 acres of land with R-40 (13.04-acres) and C-C (27.25-acres) zoning districts.

Simison: Next item is public hearing for The 10 at Meridian, H-2021-0025. We will open with staff -- this public hearing with staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. Sorry for the delay there. The next application before you is a request for annexation and zoning. This site consists of 40.3 acres of land. It's zoned RUT in Ada county and is located at 75 South Ten Mile Road at the southwest corner of West Franklin Road and South Ten Mile Road. The Comprehensive Plan future land use map designations for this site are mixed use commercial, which is approximately 22 acres, high density residential, which is approximately 11 acres, and an approximate three acre portion of mixed use residential, kind of a little sliver there along the southeast boundary of the site. The applicant is proposing to annex 40.3 acres of land with R-40, which is 13.04 acres and C-C zoning, which is 27.25 acres. A conceptual development plan was submitted as shown that proposes a mix of offices, a financial establishment, retail pads, a grocery store, vertically integrated residential and multi-family residential in accord with the associated mixed use commercial, high density residential and mixed use residential future land use map designations of the Ten Mile Interchange Specific Area Plan for this property. A phasing plan was not submitted. However, the applicant states the three story flats and townhome style multi-family residential and clubhouse will develop in the first phase, along with the



associated infrastructure. The four story high density multi-family residential will follow, with the commercial last as tenants commit. A future preliminary plat will be submitted and the final plat -- or it's proposed to be final platted in one phase of development. Access is proposed as shown on the concept plan. ACHD supports the following accesses. Access A, full access. Access B, right-in, right-out only. Access C right out only. Access D right-in, right-out only. And Cobalt, right-in, right-out, left-in only. Staff recommends access is restricted through the development agreement as supported by Ada County Highway District. Cobalt Drive is proposed to be extended to the west from Ten Mile. The eastern portion lies entirely on the subject property and will require construction of a bridge over the Kennedy Lateral and stubs to the south to be extended entirely on the adjacent property to the south. This is generally consistent with the master street map for this area. The applicant requests Council approval of a waiver to UDC 11-3A-6B3 for portions of the Kennedy Lateral, which bisects the site to remain open and not be piped. Conceptual building elevations were submitted for the proposed multi-family flats, townhome style multi-family, high density apartments and clubhouse as shown. Final design is required to comply with the design guidelines in the Ten Mile Interchange Specific Area Plan and the standards in the Architectural Standards Manual. A development agreement is recommended as a provision of annexation that contains certain requirements for development of this property as noted in the staff report. Staff requests Council motion include a revision to the development agreement, Provision A-1-D, which requires the subject property to be subdivided prior to any development occurring on the site, to, instead, require the property to be subdivided prior to issuance of the first certificate of occupancy for the development and this is consistent with what the applicant is asking for tonight. The Commission recommended approval of the subject annexation request with the requirement of a development agreement. Wendy Schrief. JUB Engineers, the applicant's representative, testified in favor, along with Layne Borgess and Hethe Clark. Cody Black commented on the application. He was representing the property owner directly to the south. Written testimony was received from both Cody Black and Wendy Schrief, the applicant's representative. The key issues of discussion by Cody Black -- he was the property owner to the south again -- requests the western portion of Cobalt Drive be located on the subject property and not on their property. Key issues of discussion by the Commission was the location and alignment of Cobalt Drive to the west and opinion that too much residential may be proposed. That the northern flats should be converted to commercial uses. There were no changes made to the staff recommendation by the Commission and the only outstanding issue for Council tonight is the applicant's waiver for portions of the Kennedy Lateral, which bisect the site, to remain open and not be piped as I mentioned. Staff was asked by Council to provide information on residential units in the Ten Mile area that have been constructed. There were -- there are 517 single family units and 1,389 multi-family units that have been constructed in this area and, then, there was some discussion I believe earlier wanting to know what the percentage of the site was proposed to develop with residential uses and that is 64 percent of the site, with 36 percent being commercial and just in the mixed use commercial section there is 41 percent of that area that's proposed for residential uses. Staff will stand for any questions.

Simison: Thank you. Council, questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you, Sonya. I appreciate some of the follow up and, you know, so we just had a presentation not too long ago kind of -- by a fabulous intern that did some work for us walking us through the pitfalls of mixed use and I -- I think it's important for us to learn our lesson. So, I had a few questions. You know, one of the questions I had was what percentage of commercial would we expect based on the FLUM or the comp plan for this overall area to be consistent with that?

Allen: Mr. Mayor, Council Woman Strader, Council, so the numbers in the -- in the comp plan are -- for mixed use commercial are 20 percent residential with 25 percent office and 50 percent commercial.

Strader: Okay.

Allen: Five percent civic.

Strader: Mr. Mayor, if I may, I had a few --

Simison: Council Woman Strader.

Strader: All right. I will stick with it. Thank you very much. And so that -- that sounds like that maybe a bit off. Another question I had was do you feel like for something of this size that it's typical to go for an annexation and zoning without the final plat? I guess one of the concerns I have -- you know, we have heard that we run into situations where the residential goes in and, then, unfortunately, the commercial may go in last and so we may not actually get the commercial that we want. So, that's a big concern of mine is -- you know, I guess I'm looking for staff's commentary on how we could avoid that situation here if we can.

Allen: Mr. Mayor, Council, clarification on what we just said. That was actually from the Land Use Development Report 2021, the numbers I gave, and in response to Council Woman Strader's comment about the final plat, a final plat is a subdivision of property. Your concept plan is what conceptually locks in the uses for the property. So, that's what we use in determining whether or not a project is consistent with the future land use plan for the area. We did encourage the applicant to submit a subdivision plat, however, though, and they are in the process of getting a preliminary plat together to submit on the heels of this application once it's annexed.

Strader: So, yeah, I guess I need follow up on that. I mean isn't the danger -- not -- not to -- I'm assuming totally positive intentions on everybody's part, but isn't the danger that we would approve this and, then, potentially, you know, something comes, it's not consistent with the vision of what we have for mixed use or there is something that's different and, then, we don't really have a say in that at that point.

Allen: Mr. Mayor, Council Woman Strader, staff is recommending a development agreement as a provision of this annexation that would include this concept development plan. If a development plan came forth after this that's not consistent with that plan it would come back before you for a modification of that agreement and approval of an updated concept plan, at which we would review that and determine its consistency or not with the Comprehensive Plan and the future land use map.

Strader: Thanks. I think it makes sense. I guess, you know, my concern is -- you know, we see these DA waivers come through and it just feels like there is a little bit of a slippery slope where we end up with something very different than what we thought when we started the process. So, that's just my overall concern, but I bet the applicant could address that. And, then, just my final question I guess from staff's perspective would be -- I was concerned about some of the comments in the ACHD agency report, particularly regarding that they didn't agree with the traffic impact study. Would it be typical that -- that a different study would be done or from staff's perspective how -- how would that be handled if there was a difference of opinion about the traffic impact study?

Allen: Mr. Mayor, Council Woman Strader, I -- I'm unsure how ACHD handles that, to be honest with you. I know sometimes they ask for additional information with the TIS, but beyond that I'm not sure.

Strader: Perhaps if they are available at some point they could answer that question. Thank you.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, Members of the Council, Council Member Strader, if it helps to add a little bit more to what Sonya said, a DA with a concept plan like this that has a higher level of detail is a lot easier for enforcement to deal with for staff in the future if they want to bring in something that is substantially different. The ones that we have done a while ago and happened recently is sometimes referred to as bubble plans are a little more problematic, because they just identified large blocks of property into commercial, general, office, residential and so it doesn't really tell us what it's supposed to be or look like. But this type of development with this application is a lot easier to put into a DA.

Strader: Thank you.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Thank you. I think Council Woman Strader and I are thinking right along the same lines, because I had written down very similar questions. So, if I'm understanding the percentages correctly, Sonya, with what you shared is what is expected in that mixed

use commercial area and what the percentages are that we have here on the application they are fairly different. Does the percentage -- are the percentages that -- that we have showing ideal percentages we are showing for mixed use commercial, it's the same in the Ten Mile Interchange Area as they are in other parts of the city or is it different, especially -- I know that -- that when the Ten Mile Interchange Plan came to be there was -- it's definitely intended to be an employment area with an additional amount of multi-family, maybe more than we see in other parts of the city. However, based on the numbers you just shared, there is a significant amount of multi-family in this area and so I really want to get an understanding of whether adding this much more multi-family is beneficial to this location or not. It just seems like it would really tip the scales within the Ten Mile Interchange Plan area which moves I think from all the way to Black Cat and, then, east over to maybe the mid mile, something like that. So, any of that information that you have that might help us with that analysis would be great.

Allen: Mr. Mayor, Council Woman Perreault, Council, those numbers are future mixed use assumptions and, yes, you are right, I think more residential is important in the -- in the mixed use designated areas and especially the Ten Mile Plan for the -- to support the employment and commercial uses. To answer your question more than that it's really out of my realm. I'm not sure if Caleb or Brian is on the line tonight that could better speak to that --

Simison: And, unfortunately, we also don't have ACHD on the line, to the best of my knowledge. Council, further questions for staff? Okay. Ask the applicant to, please, come forward.

Schrief: Good evening, Mayor, Council Members. My name is Wendy Schrief. I'm a planner with JUB Engineers and my business address is 2760 West Excursion Lane here in Meridian. 83642. And we have got a team that is going to be presenting tonight. I'm just going to kind of work on a little bit of the front end here. If I can get my PowerPoint up. It's up. And I want to look at my -- do you move the slides or can I move it? Let's see. Okay. I want to talk a little bit about why this project makes sense in this location. We are at the southwest corner of Franklin and Ten Mile and as you alluded to we are located -- we are inside the area for the Ten Mile Specific Area Plan. We have several different future land use designations and I think when you were talking about the percentages I think we need to look at kind of how those are weighed and what those acreages are. Mixed use -- we have a 40 acre site where we are looking at -- we have 22 acres of mixed use commercial for a designation. We have an additional 11 acres of high density residential and three acres of mixed use residential. Because I think when you look at those percentages we need to look at also kind of how that breaks out between those three different designations and, then, this is also -- this is -- this document is a guide for development in the area. I think -- and that in this area overall we have seen more commercial development than we have seen residential development. So, I think we are kind of helping to bring that into balance with -- with this project and I want to kind of reiterate the purpose statement of the -- this area for mixed use commercial is to encourage a mix of office, retail, employment and multi-family and single family attached. So, I think the project we are presenting to you tonight we have -- we have really done a

lot I think to address those goals. We worked -- staff has been great. We have done probably three or four pre-application meetings with Sonya and Bill to really tighten up our plan. We have been directed quite a bit by staff on our mix of uses and how we are proposing this project that we have here this evening and I wanted to address -- you had a couple questions about the TIS and how we deal with development agreements and I can tell you the majority of the larger projects I'm working on in the Treasure Valley we are the front end doing annexation and zoning and doing the preliminary plat later on. That gives you a concept plan and in this case with Meridian a very detailed concept plan and part of this is part of -- it's a practical reason, especially during COVID, it's at least a six month process to have a TIS approved and finished up through ACHD. So, this allows you to get a project started and kind of get it moving while concurrently you are working on your TIS. So, it enables you to get a project going and saves three to four months in your project schedule. So, it's -- if it was faster to do TIS's probably that order would be a little bit different. In -- in Canyon county we do it differently. If it was a development agreement I can tell you absolutely Meridian staff does a really good job of holding your feet to the fire. When you have a concept plan -- Sonya goes through it and when you come in with a preliminary plat she's absolutely going through and looking at your open space requirements and your project breakdown and she is not shy about having you go back and make changes to make sure you are in compliance and if there is something that has changed, then, you have to come back and do a modification of your development agreement and I think you see that more often in commercial areas where you have a different tenant with a different need who comes in, that's more often where you see that happen. But I wanted to introduce the rest of our team here this evening. We have Layne Borgess, who is our architect, and, then, we have Hethe Clark, who is a land use attorney. He has also worked on the project. I'm going to introduce Layne.

Borgess: Good evening, Mr. Mayor, Members of the Council. Thank you for the opportunity to be here tonight and present to you the design concept for The 10 Meridian. My name is Layne Borgess. I'm representing Elk Ventures who are the project proponents. My address is 11500 Armor Court in Gold River, California. We are very excited about this project and we hope the Council will be also as we feel that the project represents the true intent of the Comprehensive Plan and the specific plan for this area. Staff has already given you a brief overview. I would like just to walk you through a little bit of the components of the design and a little bit of our goals and how we executed the project. Try not to take up too much time, because I know we have a little bit of a limit. As staff had indicated our project consists of mixed use commercial element. Depicted on the screen now you will see the commercial component, which is a combination mixture about 150,000 square feet of one and two story office, commercial, and retail, as well as restaurant uses. The second component is our vertically integrated residential mixed use buildings. We have our -- are proposing four different types of residential components and this is one of them. These will be three story buildings with commercial space at the ground level of these three buildings and, then, two floors above of residential units. This area depicts our medium density residential type one. These are three story buildings, internally loaded, meaning the units are accessed from the inside, as well as the outside at ground level. They do have parking also at ground level. Three stories. One and two bedroom units. The third type of residential component we have is the

townhomes and these are three story individual townhomes attached in groups of eight. So, each unit consists of three floors with garages also. The fourth component is the portion of our site that will be zoned for high density residential and these are our four story buildings also internally loaded and this represents the majority -- about 68 percent of the total residential units proposed are located in this area, which is south of the canal. And the last element is what we kind of look at as being as our kind of the heart of the community and this is our recreation center and our co-work facilities and within this area we have significant amount of indoor and exterior site amenities, such as swimming pools. We actually have a couple of pickleball courts. So, take the strain a little bit off the existing ones. Fitness centers. Community kitchens. Internet cafe. Conference rooms. Work areas for people that are now concentrating their work efforts away from an office environment. So, if they want to work from home, but not be in their apartment the entire time we have a significant portion of the second floor of this building that will be designated for co-work areas, private offices, meeting rooms and such. So, I want to talk just a little bit about the goals and the execution of the project. What we were trying to achieve with this was a cohesive dynamic mixed use project with multiple housing types, with compatible commercial that is suitable to be used by the residents of the project, as well as by the community and an emphasis on integrating the pedestrian and bicycle circulation throughout and providing extensive on-site services and recreational opportunities and I will explain a little bit more about those as we go. So, how did we get there, how do we achieve that. We really looked to the Comprehensive Plan and to the specific plan as to ways to achieve it. One way was using basically the idea of developing this mixed use community that's livable, vibrant, and connected, using a lot of open space and pathways that I will show in a moment. By using building design and character that identify the project as unique. By providing circulation that's cohesive for automobiles, bicycles, and pedestrians and making it friendly and easily to move throughout the entire site for all elements. From the Ten Mile Specific Plan we focused a lot with staff's assistance on the concept of street design and complete streets and how the buildings relate to the streets and how the streets relate to circulation. We looked at the concept of street oriented design and streets as public spaces, enhanced landscaping, mixed housing stock opportunities and, then, of course, ultimately, the building design and architecture. So, this next slide illustrates the primary concept of how we are integrating the concept of complete streets into the project and those red lines indicate our major circulation elements through the site and you will see on some of the following slides how the execution of that occurs. Am I the only one that lost my slide? Because I don't see anything on my screen anymore. Anyway can I get that back?

Hoaglund: Are we on the vehicular and bicycle circulation slide still or are we moving to another one?

Borgess: I was moving to one that illustrated pedestrian circulation. Do you see them on your screen that shows a series of yellow lines? Oh. Okay. Okay.

Simison: Why don't we go ahead and take a ten minute break, if that's okay.

(Recess: 7:50 p.m. to 8:02 p.m.)

Simison: All right. We will go ahead and come out of recess and we will re-recognize the applicant. Did you want to reset the timer to six and a half minutes.

Weatherly: Yes, Mr. Mayor, I will.

Simison: Okay. You have six and a half minutes left.

Borgess: Okay. Thank you, Mr. Mayor, Members of the Council. I will try and move through quickly, so we can get the rest of our presentation. The slide that you see shows our major circulation that I will explain in a little -- in a moment for vehicles. This slide shows the circulation for pedestrians through the site. Again, achieving our goal of connectivity of the residential and commercial components. These next three depictions show our vision of what our street system within the project will look like. This is patterned after the concepts in the specific plan for complete streets that include vehicular circulation, bicycle paths within our project, parallel parking, street trees, closely spaced landscaping and, then, buildings along the street edges. These depictions show circulation through the major elements of the project. And, then, I want to give you an example of some of the character and design of the residential components. This being our high density component. Again, four story buildings of one and two bedroom apartments, utilizing variation and variety in materials, stone, plaster, wood, wood timbers, steel beams, a lot of variation in articulation in the architecture. Next element we will look at is our medium density flats. We have five buildings proposed. Three stories. And you can see, again, how they are designed with placement of the buildings up near the streets, parking, access from the rear, parallel parking, bicycle paths in front of all the buildings, closely spaced street -- street trees to create the semi-urban environment that we are trying to achieve and, then, the exteriors. Again, a lot of articulation and variation in roof forms and in building materials and, then, the townhome -- townhome design concepts. Again, the same idea. Straightforward design. And, then, the last element is our recreation center and co-work facility. All designed with similar materials and architecture, but a little variation in how the palette is utilized. And with that I would like to turn over our presentation to Hethe Clark, who will finish up for us. If you have any questions after I would be happy to try to help.

Clark: Members of the Council, Hethe Clark. 251 East Front Street in Boise. Good to see everyone again. So, I'm just going to wrap up briefly and focus for a moment on a couple of standards. Of course, this is an annexation with an initial zone and I think everyone's going to hit the Comprehensive Plan elements of this. I would just emphasize that it's located -- this project is located on the -- the hard corner of two principal arterials. You know, this is exactly where we want to see high density housing, office, commercial, living together, breathing together and you can see that there has been a lot of effort that's been put into making this an integrated whole. This is an extremely detailed concept plan for this step -- stage in the process and as Bill mentioned, that gives the city a lot of tools from the perspective of knowing what it is that you can expect with this project. Now, we still have a few hoops to jump through as we go through all of this. We obviously still need to submit our preliminary plat application and that preliminary plat application will be coming here in the next little bit and it's going to -- we are going to have to prove up that

all of these dimensional standards and fine grained details have been satisfied. But what we have -- and the reason we went this way was to be able to say, hey, we -- we know generally what is going to be approved here with this detailed concept plan. We know where our accesses are. We know how this is going to function. So, now let's go do all the -- complete all the engineering associated with that preliminary plat. But the city is going to see this in multiple steps moving forward with the pre-plat at CZC, at design review, all of those steps. I wanted to talk about two items -- and I'm going to change my order here a little bit. One item that came up at the last hearing that I just want to mention is that there was some conversation about the inner relationship with our property -- with our neighbor to the south and I know that they are here to talk. We have had a number of conversations with them since the Planning and Zoning Commission hearing. I think we are in a good place in terms of trying to get all of the concerns resolved. But a couple of contextual points for you. Cobalt is the -- the public street that's on the south. It's designated as a -- as a collector both on the ACHD master street map and on the Ten Mile Interchange Specific Area Plan. There are really three hinge points with Cobalt that you have to keep in mind. One is that we need to align Cobalt with the other intersection of Cobalt across the street from Ten Mile. So, that -- that point is set. Then we need to get across the Kennedy Lateral, which means we have got to -- we have got to start moving down, so that we can get perpendicular to the -- to the lateral and try to minimize the width of that crossing for maintenance purposes and, then, the last element of it is that the western boundary -- the western terminus of Cobalt has to be south of our property line and that is driven by the development that was approved to the west of us. So, Cobalt can't -- if it remained on our property it would dead end into a parking lot and so it needs to come south and get -- get around that. So, what we have proposed is we have approximately a third of Cobalt on our property that has the crossing on it. There is a lot more construction that's associated with that. The remainder of Cobalt we have shown stubbing to our neighbor to the south. ACHD has approved that layout as being consistent with the master street map and with the Ten Mile Interchange Specific Area Plan. The Planning and Zoning Commission recommended approval with this layout. We have had conversations with our neighbors and what we are going to be doing moving forward between now and the preliminary -- preliminary plat stage is that we are going to work on a memorandum of agreement that includes a couple of components. One of them is that we are going to offset some of this with a conveyance with some property to offset the portion that's on their side. Generally speaking that's the area in green there on the south side and, then, we are going to cooperate with them in terms of construction costs and construction arrangements for the portion of Cobalt that's on their side. So -- and I know Joanne Butler is here and she will provide some additional detail on that piece as well.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Hethe, could you -- are you in agreement with the dollar figure of what you are going to contribute to the -- to the cost of what you just spoke about with the neighbors?



Clark: Council Member Bernt, we are -- I don't -- we don't have a specific dollar number, but we are very close in terms of proportion and where that number is going to be, because we have had engineering analysis done of what the road costs are -- are at this point. So, we will lock that down with our -- with our neighbor between now and the pre-platting phase. I know my time is wrapped. So, I just want to confirm that, you know, I -- I had written notes that for most of it was my justification as to why we should change condition 1-B. Generally speaking I find that if Sonya and I -- if Sonya and I have enough time we can get on the same wavelength and we did. So, I won't put you through all of that. I just want to say that we are in agreement with the language that staff identified earlier, replacing condition 1-D, that the property would be subdivided prior to issuance of the first certificate of occupancy within the development. So, with that we are happy to answer questions.

Simison: Council, questions?

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Could I fire them all off at once or take it slower?

Simison: Just go for it. You are recognized for the duration of your questions.

Perreault: Thank you very much, Mr. Clark, for your presentation. So, along the lines of Council Woman Strader's concerns I think -- and we have seen this in the past, you know, you -- you have buyers and tenants that you are going to be discussing -- discussing these properties with over the next several years most likely and you may have users that are going to come in and want a different size, shape, location and the concern, of course, then, is in order to accommodate that, whether it's the concept plan is what it is now and it's -- you know, this is approved, not tied to a preliminary plot and we are coming in and making modifications to the DA because of the users, who are requesting different types of properties, sizes, structures, locations and whatnot. So, can you alleviate for us concerns about that, because it -- it's something that we have seen and, then, no longer is the project looking like what was originally intended and oftentimes we have a different Council then that's making that decision from -- from what we had intended and some of that gets lost in translation. So, a significant concern -- concern of mine. It sounds like it's a significant concern of Council Woman Strader's. Would you like me to ask these questions one by one or just --

Clark: Why don't we try one by one and see how it goes.

Perreault: Sounds good.

Clark: So, I understand the concern. You know, I -- I have been in front of this Council before on development agreement modifications. You guys know that I have -- you have put me through the paces on a number of those before, including in the last couple

months. It's definitely -- I definitely feel the love whenever it happens for sure. So, I think I would separate two concepts there, Council Member Perreault. One of them is the -- the preliminary plat and I would point to what Sonya said about that. The preliminary plat is really there to carve up the property, identify the dimensions and for, you know, purposes of future conveyance. What we are really talking about here is the development agreement and the concept plan and what is the possibility of having to come back with a modification in the future. In this case we have got a group that has done extensive market research, is in conversations with a number of commercial users with regard to that exterior ring of commercial in particular and so we feel very comfortable that this is going to develop in the way that we anticipated developing. But I absolutely understand the point of your question and that is why you have the development agreement modification process, so that you were able to look at this or as future Council is able to look at this and decide, hey, does this meet the original intent, do we still like this and there is still an additional public hearing process that we have to jump through. We wouldn't go to this much detail if we didn't feel very comfortable that this is going to play out the way that we anticipate it playing out, because for that exact reason, we have to come back and jump through another public hearing process.

Perreault: So, forgive my assumption, then, that the delay in presenting a preliminary plat was to make modifications to it. That's what I assumed. Otherwise, is -- can you share with us the purpose of it? Is -- is there a concern that it will expire before the two years? Can you go into more detail about that then?

Clark: Council Member Perreault, that process of doing just the DA and the rezone is becoming more and more common and one of the reasons that we decided to do with in this instance is we wanted to get in front of you, see what your comments were on the concept plan, see what your take is on our access points in particular, because you guys have to look at access points on the arterials and we have got a condition of approval that speaks to that and, then, understand where we are at and, then, go finish the engineering on the preliminary plat to make sure it all works. So, that's the thought process for doing the bifurcated steps here.

Perreault: Okay. Thank you. So, I -- I have lived in this area for 12 years. I have driven by this nearly every day for 12 years and have been through and heard and participated in, as a Planning and Zoning Commissioner and as a Council Member conversations regarding the Comprehensive Plan, the Ten Mile Interchange, and have, you know, lots of conversations regarding just the -- just the general idea of what we want to see in this area and I have to say I -- I'm -- I'm kind of underwhelmed with the concept plan and I think I was in my mind's eye hoping for maybe just a little bit more creativity and what I mean by that is so -- and these are conversations that have come out a lot -- a lot from the -- from the eastern side of the development and what we -- the applications we have seen come in there. So, when we have had numerous applications over these years and every single one of them has had conversations about walkability and -- and trees and landscaping; right? So, we have -- we have done this on numerous occasions on the east side of the project and so -- and so this is where I'm hoping you can help me understand exactly what your intention is. When I see the three dimensional drawings

that show pedestrian activity, trees, you know, just -- just a lot of interaction between the residents there and, then, I look at the two dimensional plan, it looks to me like it's almost all parking lot. So, help me understand, because what I see in the 3D renderings and what I see in the two dimensional concept plan looks very different in my mind's eye and the reason that's important is because the conversation we have had for -- for a very long time now is that this area be very much pedestrian plazas, you know, people being outside, living and working in the same place. They are -- they are -- you know, they are living in those apartments, they are working in this and this becomes like their center to be and I don't see that in this. So, if that's your intention, please, help me to see it.

Borgess: It may be a little bit of a struggle with the graphical nature of the site plans and the scale of them, because they are prepared at such a small scale because of the size of the property. Everything to this point, thanks to modern technology, though, we are able to replicate in 3D digitally a hundred percent accurately based on an AutoCAD generated site plan. So, what you are seeing in the artist's illustrations are not an exaggerated width in the street or an exaggerated dimension of the landscape or anything. What you see in those images is what the project -- project will look like, obviously, at landscape maturity. We won't be planting 30 foot trees to start. But the images that you see should accurately depict what the project will look like. Now, the areas that you were mentioning, such as public spaces, plazas, outdoor areas, those are all elements that will be developed and defined in more detail as we work through the subsequent portions of the entitlement phase for the project. Those areas are kind of a challenge to develop at such a small scale at an early stage in the process, but we do have, obviously, an intent to pay significant attention to those, because those outdoor areas are what link all the pedestrian circulation together. I hope that helped clarify.

Perreault: Yes, it did. I just -- I don't know that we actually get an opportunity, however, to be involved in that more detailed level once we get past this point and for this particular project I would like to have more specifics, because this is a critical 40 acres in our city and a critical 40 acres in a plan that was -- that, you know, the city went to great lengths to have a specific sub plan for our Comprehensive Plan for this area and so I think for me this -- this 40 acres is just really really important that we understand what your -- your hope is and how it's really, you know, intended to play out, realizing there is -- not everything is completely in your control as far as what your -- your users will be. So -- so, moving on to another topic, then, I just -- can you -- can you help us understand -- you said you had had a marketing team, you had a consultant that had -- had looked into the amount of residential versus commercial, type of commercial, I assume even down to sizes of buildings and whatnot. This area is just getting so heavy on the multi-family. We have got not only what is happening in the east, to the west, but it's my understanding that in the northeast corner of that -- that intersection there is also going to be some additional high density -- high and medium density. So, can you talk to us about why you would put the ratios in that you put and I am in agreement, I would say, with our Planning and Zoning Commission, I feel like it is too heavy on the residential and if so you can help us understand some more about how you got to this placed, so that we don't come out and say, hey, you really need more commercial in there and your market study is saying, hey, we can't support more commercial in there. I mean anticipation, as we know, about

population growth is significant and the way that -- because this is someone in the southeast side -- or southwest side of Meridian, Meridian -- this is not really in Meridian's focus areas right now and so my anticipation is that protecting and developing commercial in this area for when the residential comes to be -- I realize that you need to have rooftops and, then, you need to have commercial and there is this chicken and egg thing that happens with -- with your users. But I personally -- I think I had heard somebody say that it seems like this is a commercial heavy area and not a residential heavy area and I would completely disagree. It's very heavy high density. So, can you share with us some more information about how you got to these specific residential proposals?

Simison: If you can state your name and address for the record, please.

Pilegaard: Council Members, Erik Pilegaard. 10981 Olana Drive, Lake Tahoe, California. So, another associate of mine came before you a few years back and we had built The Enclave, which is 204 units, pinwheel design. I could tell you from experience on that project that is complete working with staff that -- that 204 units were a hundred percent occupied. We have been a hundred percent occupied. We have 47 people on a waiting list for two years to get into the complex. You are familiar with the lots across the street recently just sold, one hundred percent occupied, waiting list to get in. They are pre-leased on their new development behind that as well. But that whole area, like Hethe had mentioned, the core, the work, the walk, we have integrated this and had seven renditions with staff on how to integrate the pedestrian, the access to work and a big factor that also came into play was, you know, the pandemic and the COVID. I mean restaurants have changed the game. Any restaurant that's talking to us wants to have a drive-through, regardless if it's a -- you know, fast food or something of that nature. So, there is financial aspects, dentistry, and so that commercial component comes to our area. But we feel we have a great balance and this clubhouse that we have designed for the community that we are building is almost 20,000 square feet and it has pickleball, bocce ball, it has a lot of amenities for families to come and stay there. But to answer your question as far as -- is there a demand? The demand is outrageous. I think the demand is slow on the commercial side and the big shopping center side. We have got the Winco. We have got the Albertson's, we have got a lot of that already there in place and we are what we call on the go-to-work side of the street, if that makes sense, to where everybody's passing our development and are going to work in the morning. So, they are not necessarily going to come to our retail component and shop when they come back home. I don't know if that helps, but all the indications indicate that we have a great balance and our current, you know, experience in Meridian has demonstrated that for us. But I think, you know, it was difficult today to see the integration that you are talking about as far as pedestrian and what we are going to look like. We had to kind of go through the slide presentations very very rapidly. But if we could put those up and really ask those questions, staff -- they, you know, made us go back to the drawing board six or seven times for the pedestrian access and integration. I think that this is going to be a landmark of that and also architectural design that when you look at it it's -- you know, I love to beat the competition. We are bigger, we are better, we are going to look better and it's where everybody's going to want to call home. So, I agree with you a hundred percent on those -- those questions and I think we have answered them. But, again, it's -- you know, Sonya, Bill, the team

over there forced us to get to this point. So, hopefully that helps.

Perreault: Thank you. They know as well. They have to be our mind readers before you get here and so that your time is utilized efficiently. So, thank you for answers to all of those questions. I appreciate it very much and I know that -- I think I have one or two more, but I will -- I will release my time here. Thank you for allowing me to go question by question.

Pilegaard: Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I had some follow-ups on those topics. So, for --

Simison: You are recognized for your time.

Strader: Oh, thank you. So, just -- just a couple things. So, maybe -- maybe we will start with the architectural design and, then, you can pivot to more of the big picture that the gentleman was just discussing. So, maybe if we could bring up, actually, the -- I guess the concept plan real quick. One of my concerns is also the parking and the reason that this concern is coming up is that we had an intern do a tremendous amount of work for us on mixed use projects and we have actually found that having adequate parking is extremely important, but that the location of parking is important, too, and I guess I would challenge you guys -- you know, we have seen some projects recently come through that have actually parking on the interior core of the building and, then, like a pedestrian -- more of a streetscape on the outside. It's actually buildings where the parking is within the interior of the building and is that something that you guys looked at or -- or a possibility for you?

Borgess: On a portion of the project we do have that. On the five buildings -- five of our -- I'm not sure if the mouse is working here. Doesn't appear to be. I don't see the cursor. But on our five mixed use buildings that are kind of north of our clubhouse and south of the commercial on Franklin, those buildings have a -- not entirely, but a significant portion of their parking under the building. All of the townhouses also have parking under the building on the first floor of those. So, the elements that don't are our high density buildings, which are kind of all self contained south and west of the canal that has just surface parking for those particular uses.

Strader: Yeah. I mean I guess I'm looking at it in -- and maybe you can help me understand. I'm sort of seeing this road come through. It looks like you have some pedestrian crossings and stuff, but I guess I'm concerned, it looks like the high density residential is really kind of orphaned out there in the corner, instead of being like really integrated with the other uses. It's just my impression just from looking at them.

Borgess: Well -- and part of it has to do with zoning and the land use. So, the location that the high density buildings are is, essentially, where the land use designation and the zoning for R-40 is located. So, it doesn't really allow us to move those across into the mixed use commercial component that's zoned general commercial. So, that's why we have the other land use -- or the other residential types there.

Strader: Yeah. And I probably will have a follow-up question for staff about that. And, then, I guess my other question on some of the topics that Council Woman Perreault brought up, yeah, I'm just looking here -- right. So, understood that there is a tremendous amount of residential demand. We know there is a housing -- housing shortage. That's not news to us. The challenge I think for us is that we are losing commercial as a city and we can't get it back and so every mixed use project that's overweighted into residential we can't get that commercial back and it's a smart idea to have residential in a transportation corridor, we agree with you there, but we also want the jobs to be there. We don't want people commuting across the city. It's just exacerbating our traffic problem. So, I guess -- you know, I'm just looking, but, you know, it looks like 61 percent of your site is mixed use commercial, 30.5 percent is high density residential and around eight and a half percent or so is mixed use residential. I'm going to be generous and assume the residential ones are just residential in terms of what we would target, but if we thought that 20 percent of the mixed use commercial should be residential, you know, I'm coming up with more like 18 acres of the total site that would ideally be residential compared to, you know, a significant amount more than that. So, I just wanted to give that context to you. Those targets aren't hard targets that we have to meet on every application, but this is pretty far from -- from what I think we are -- we are looking for in general is my impression.

Borgess: Are you looking at the site overall or are you looking at each component of the site relative to the high density versus the mixed use portion?

Strader: Yeah. I'm just taking the acreage that you gave me of each of those three components across the entire site and, then, I'm looking at the percentage that was given that's residential within your mixed use commercial zone and comparing that to the 20 percent target that Sonya mentioned, which it sounds like there is some maybe flexibility around that. I wasn't sure how firm that idea was. But it just feels really far off of what we would normally expect.

Borgess: We may need to work with Sonya a little bit on this, but it was our understanding that in the mixed use portion that the target for the residential was no more than 30 percent of the total ground floor area of the -- of the -- total ground floor area 30 percent maximum of that could be residential. So, we are fairly close to that as a target number, according -- based on our calculations and based on our estimations of the commercial space at this time. So, I'm not sure that we are as far off as I may be understanding what you are saying, but we may need to work with Sonya a little bit to refine the numbers and percentages to make sure we are within or close to the thresholds that the specific plan is anticipating.

Strader: Thank you.

Simison: Council, additional questions?

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun is recognized.

Hoaglun: I have a question. I don't know who wants to respond. But, Adrienne, if we can go to the one that shows the ingress and egress. I think it had A, B, C, D.

Borgess: I think that was one of staff's slides.

Hoaglun: Is that one of yours, Sonya? So, if we could pull that up. It just makes it easier referring to which intersect -- which one we are talking about. I just want to make sure I understand the right-in, right-outs. There was one -- I think it was on Cobalt that was going to be right-in, right-out and left only --

Borgess: Left in.

Hoaglun: Yeah. Left -- left-in only. So, if we don't have that one real quick, Sonya, we can just do the concept one and just refer to it by -- by direction, if that's -- if that's -- got the one minute sign. I don't know if -- Layne, if you will be answering that or if it's going to be Hethe, but just -- so if -- if a person wants to go north on Ten Mile, they are going to have to make sure they exit out to Franklin Road, turn right, get across and get in the left-hand turn lanes. So, that's -- that's the plan there, which is -- most likely that would be A. So, there is a -- that's -- intersection A is a full access, left, right -- both ways. Okay? B was right-in, right-out only?

Borgess: Correct.

Hoaglun: Okay. So, A will allow that North Ten Mile Road access. C was right-in, right-out only.

Borgess: No. C was right-out only.

Hoaglun: Right -- right-out. Correct. Yeah. That's right. Right-in, right-out. And what was -- what was B?

Borgess: B was right-in, right-out. C was right-out. There is no in access on C.

Hoaglun: Okay.

Borgess: D is right-in, right-out.

Hoaglun: And intersection two, Cobalt, that was left-in -- right -- right-in, right-out and left-

in.

Borgess: Yeah. And that's from our driveway on Cobalt, which for whatever reason didn't have a letter designation to it.

Hoaglund: And so, Mr. Mayor, I guess you're giving me liberties as well. Okay. Thank you. The -- so, there is no light there at Cobalt?

Borgess: That's correct. And I believe the staff or someone may have pointed out that there were attempts previously under a previous application for a signalization of that intersection and ACHD opposed that strenuously, because I believe of the distance separation between the signal at Vanguard.

Hoaglund: Okay. I understand. And those -- sometimes those -- some you win and some you don't on those, so -- so be it. Okay. That -- that gives me a better understanding of those and that -- that north access -- I mean it's just something that people are going to have to get used to if they are going to want to travel north on Ten Mile to make sure they are going out that A entrance. The access point on Cobalt, where we have the high density -- so, if you come down that intersection two and you are heading west on Cobalt, is their plans -- and that's the future portion that you are planning -- in fact, right where it says Cobalt Drive, just to the south of the high density housing, is -- is that going to be an access point in the future for those apartments off of Cobalt or is that just -- everything else is going to be through A, B, C, D?

Borgess: Well, right now all of the accesses were determined or calculated in transportation analysis based on A, B, C, D and E and we did not at that point for traffic study purposes anticipate any access further down Cobalt. Would it be possible, once Cobalt extension was actually completed? I suppose, you know, from a physical standpoint it's directly there. It could be done. But in our existing proposal -- and this may come up a little bit more when we talk a little bit with our neighbors to the south -- is that the portion of Cobalt along the southern property outside of ours wouldn't be built initially, so that there wouldn't be any access that would be available to us until that extension was done.

Hoaglund: And, Mr. Mayor, just to continue on. Yeah. And -- and I don't know if that's good or bad or necessarily bad, it's just -- I was curious about that, because four stories, the number of units, that -- that's a lot of traffic and having, you know, some choke points there at particular times might -- might occur when you have high density and I thought Councilman Strader raised an interesting point about, you know, it seems like a lot of parking lot, but, then, the number of units for those high density -- what was it? Three hundred and eighty.

Borgess: So, yeah, roughly I think that's about 70 -- 68, 70 percent of the total proposed residential is in the high density component.

Hoaglund: I was just thinking from a car perspective, if you are at four -- that's 800 cars,



so -- I mean you are going to need a lot of ground for parking. If you have that many residences and if you think one to two, two to three, depending on, you know, the sizes of the units, how many vehicles, and, you know, we live in America and we like our cars, so it's -- it's just going to take up a lot of ground for -- for a parking lot.

Borgess: We tried to oriented the parking areas between buildings, create areas that were flexible, so that people parking in them could conveniently go to a building on either side. So, that's why you see kind of what appears to be larger parking areas, because those serve multiple buildings.

Hoaglund: Good. And, then, Sonya, since I guess you are -- you are driving the -- if we can just go to the concept plan. It's a little clearer there. Thank you. I want to talk about the Kennedy Lateral. Personally I like water being open and having access, but tell me a little bit more about the plan for that and it appears you have a walking path, but what -- what -- what is that going to look like? What's your -- your concept plan that you have for -- for that particular stretch?

Borgess: Well, I think concept plan is an accurate description of it. We, obviously, have shown what our intention is and that is to utilize a portion of the canal as an amenity -- as a site amenity for us. So, we have sections that will be covered or enclosed where we have crossings and in some places we have widened those, so we have open green spaces. We anticipate the balance of it will have a walking path and although our particular parcel is not identified on the master trail plan of having a requirement for a path along the canal, we are proposing one that connects Franklin down to Cobalt and out to Ten Mile. So, the -- the canal itself will, obviously, have to be fenced for safety and security reasons with an open decorative -- we are not sure whether it is ornamental iron, is it some other type of design and, then, obviously, have a variety of plantings along it, so it's more than just a strap -- you know, a stretch of grass with a piece of concrete down there. But we will probably have seating areas. Little -- little areas off the side of the path that people could sit and, you know, work with their iPad, contemplate life, or those kinds of things, as we move through the site. But, again, as I mentioned earlier, that level of detail at this scale of a plan we really haven't developed, other than the concept behind trying to make that a site amenity and an enhancement or something for -- that's not only the residents, but in this case the community at large, because that won't be secured or fenced, so it is available for the public to walk through that area.

Hoaglund: Yeah. You talked about commercial being impacted by COVID-19 and, you know, the changes that that has wrought and I think the same thing is true for where people live and the open space and amenities that are available, especially for your high density homes, having that ability to be outside and maybe away from a spouse you work 24/7 with, you know, because you are both working remotely and doing some things like that. I just think that's more important in this day and I like -- I like seeing that -- that -- that concept for that.

Borgess: Well, yeah, and we really took that to heart, too, as we worked through our design. I think I mentioned earlier that in our recreation center we actually call it now a

co-work space. We devoted probably about half of the second floor of that building to co-working spaces, because we recognize the dynamics of working from home are evolving. You know, a lot of people been doing it for three months, six months, 15 months and, as you said, some people they start to feel shut in. As opposed to being in a 5,000 square foot office you are now in your 180 square foot bedroom, it's nice to have an alternative to be able to walk from your apartment over to the community building, go upstairs in a nice space that has all of the amenities, printers, networks, Wi-Fi and be able to have a private space or to work in a co-work space. There are open corrals or those kinds of things. So, we have -- we have committed a significant investment in doing that to create that type of opportunity for the community.

Hoaglund: Okay. And my last question -- I noticed you have a concept for garages there for the high density and I'm assuming -- and staff can correct me on that -- that that -- those garages count towards the required parking spaces that are -- go into for that. My only thought is -- is sometimes garages are used for storage, as opposed to vehicles and so just something to take into account. You know, they are moving and they need a place to store that furniture that they didn't get out of the U-Haul yet and --

Borgess: Understand. And I believe -- and, unfortunately, I don't have the statistic right in front of me, but I do believe that we have the high density area overparked, kind of anticipating that exactly what you are saying is going to happen. We may have a percentage of those that aren't actually used for parking. So, we haven't cut it to the bone and done just the minimum, but actually provided some excess.

Hoaglund: Great. Well, I appreciate the time you have taken to -- to focus on this and working with staff and making some changes and coming up with things. There -- there is a lot to like about this -- this concept plan, so -- thank you.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I very much like this concept plan. I think it's definitely different -- and I don't need to elaborate, I think you have heard a lot of talk from us tonight, so I'm not going to elaborate, but the only -- the only thing that I'm looking for is maybe, you know, a little bit more commercial. Whether that's a live-work component, whether that's more commercial and the mixed use commercial aspect of it -- for me I'm needing -- I'm needing that. I'm just needing a little bit more commercial. Every time, as a Council, especially myself, when I -- when I try to design something on the dais it always turns into a huge cluster. All right? And inevitably one asks -- so, Treg, what -- what are you looking for exactly? Well, that's when it gets ugly. And so you are not going to get that from me tonight, because you guys are the professionals, you guys know exactly -- you look at the data, you know what's going to sell, what you need, but that's what I'm looking for. I -- I think that we are almost there. I just need just a little bit more -- more of that.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I know we haven't taken any public testimony yet. I was going to kind of keep comments --

Bernt: That's true. That's totally true.

Cavener: -- keeping with the theme. I guess a comment and a question. I agree a lot with what I have -- I have heard from my colleagues tonight. A specific question on this concept plan and -- and we are seeing a little bit more of this and it catches me a little off guard. I don't think there is anything intended. But what I see more and more is the higher density housing is being pulled further and further away from the open space and I really think that's an equity issue. I think the more you stack people in the more open space you should bring closer to them and what I see here is those big high densities are really far away from real usable open space, where the flats, again, less dense, are much closer. So, I'm hoping you can kind of talk me through the why behind that and kind of what the rationale was behind -- and, again, I don't think it was intentional, but I'm just trying to understand the -- the -- the model behind that.

Borgess: Well, I mean it's clear and it's obvious when you look at the concept plan that the majority of the open space is centered around the physical center of the site and along the canal. So, it runs diagonally in an east-west direction and it's toward the center. When you look at how we located the -- at least two out of the three high density buildings, with the exception of the parking that we need to provide, they are almost as physically close as we can get them without pushing them directly up against the easements, which, then, makes the space -- I will call it in the middle of the L, basically you can't access it and you can't utilize it and so it makes it a physical challenge to accommodate the -- anything close to R-40 when you do something like that. So, we have tried to locate the majority of the high density buildings in a reasonably close proximity to all the open space. Yeah, we do have one building, the one in the southwest corner, that is somewhat removed from the open space. From a distance standpoint those two high density buildings -- I can't see their numbers -- are probably as close to the open space as three of the medium density buildings and at least two of the townhouse buildings and probably all of the mixed use residential commercial buildings.

Cavener: So, Mr. Mayor, follow up if I may. Adrienne, sorry, I didn't mean to cut you, but is -- is the podium screen, is it interactive? If they touch it will the screen advance slides?

Weatherly: Mr. Mayor, Luke, if you use the keys on the keyboard it should advance and --

Cavener: Adrienne, sorry, I don't want him to have to advance, I guess I just am asking maybe if the Council and the applicant to kind of humor me with -- with an exercise, which is take your hand and cover -- cover the high density and -- and look at your -- your site plan. Man, that looks really thoughtful. Really creative. I get really excited about that. Now, what I would like you to do is take your hand, cover the commercial, cover the flats,

and look at the high density. And let me ask you if that's something that we are really excited and proud about, because I'm not -- I'm not quite there on that piece.

Borgess: Well, part of that is the nature of -- okay. So, when I cover the high density and I expose the rest of it, then, the open space is, basically, surrounded on two sides. I mean it's a triangular shaped parcel, each of those, by the nature of the canal going through. When I do the opposite I, then, only exposed one side of the open space to the high density housing. So, from a standpoint of looking at it from which is closer, by that illustration, yes, it does appear that way. But, again, the recreational element and the open space is maybe not exactly, but pretty close to the center of the parcel.

Cavener: But what I -- and you had a slide I think that -- I was trying to write down the numbers -- of how many people were living in each one and, again, I saw it fast, but my -- my belief is that the vast majority of the residents are going to live in the high density piece.

Borgess: Oh, sure. Just by virtue of the number of units.

Cavener: So, again -- and I think that's -- that's where some of my challenges are, is that where you are housing the greatest amount of people is the furthest distance from the open space and the amenities and I just -- I think that that's an opportunity to -- to improve this application to better serve the residents that are going to live there. That's just -- just my overall opinion. I think there is a lot to really enjoy and I really like about this project, but that's a piece that I -- I'm just very sensitive to.

Clark: Council Member Cavener, if I could maybe throw a couple pieces onto this. So, one thing that I think we have to keep in mind is the two different comp plan designations that split this property along the Kennedy Lateral. So, the high density residential is everything south and west of the Kennedy Lateral. Mixed use is everything north and east of it. We have more opportunities with the mixed use commercial actually to be creative with that. But one thing to keep in mind is that when you look at the Ten Mile Interchange Specific Area Plan, which we have got to get a good acronym for, is it calls for these public gathering spaces to be centrally located within the development, which is exactly what we have done here and pulled it as far to the -- as close to the high density residential as -- as we could and be able to take advantage of that Kennedy Lateral as an amenity. So, you know, I think what we have done here is -- your -- your point is very well taken. But what we have done is try to create a centrally located open space event area that is available to everyone through the project.

Cavener: And, Mr. Mayor, if I may. Again, I don't -- I'm not trying to assume any ill intentions. I think that you -- you are achieving what you set out to do. I just think unintendedly you have -- you have created a large separation for where the largest amount of people are going to live and I think that as much thought as has been put into this and many of the charrettes that you share show an active community where people are going to want to live. I don't take it away that that's what you are hoping to intend. I said just from my perspective looking where your high density is you are not meeting what

I think you are intending to do with your entire project.

Clark: And I think I would agree with you more, Council Member Cavener, if that open space was located more in the northeast quadrant. I mean if you look at it from the overall scheme of things here, it's -- it's actually southwest of the center of the project, up against the Kennedy Lateral and if you look along here, we do have a number of pedestrian pathways that connect that in and make the whole thing interconnected. But we are dealing with two different comp plan designations and so that -- the high density residential really does need to go right there.

Strader: Mr. Mayor?

Simison: Just to follow up on that one -- I mean on one hand you are saying they are different. On the other hand you are saying it's integrated. You don't get to have it both ways. So, if you -- if you -- if you look at it from a standpoint of, you know, the one might have zero open space in the high density residential portion. So, at least to me you don't get it to -- you don't get to use both arguments in order to make it seem like it's meeting the intentions of the overall plan. That's -- and I'm with Councilman Cavener, that, you know, even having the lateral day lit to a certain extent creates a natural separation that, yeah, you can create bridges, but it doesn't -- it may be a nice amenity, but doesn't even feel -- it makes it seem more separated. You know, it really does seem like the other -- you know, I live in the other side of the tracks, south side, you know --

Cavener: Whoa. Whoa. Sorry, Mr. Mayor, moment of privilege.

Simison: I know. We both live there.

Cavener: I will not let you disparage the --

Simison: I'm not disparaging. I --

Cavener: -- those who live in south Meridian, the other side of the tracks.

Simison: -- love it, but it is the -- there is that natural barrier divide, despite having Locust Grove and, hopefully, Linder Road overpass, it's still a physical barrier no matter how you want cross it, you know, from a practical standpoint, so --

Perreault: Mr. Mayor?

Simison: Council Woman Strader.

Clark: If I could -- I -- I'm not trying to have it both ways here, I'm trying to explain that there is a context that there is two different comp plan designations that are split by a natural barrier and that we have tried to be mindful of that natural barrier and those two Comprehensive Plan designations in the way that we have sited the open space, you know, and we have been creative with that, because when you look at the Ten Mile

Interchange Specific Area Plan it does speak to these centrally located plaza areas and that's exactly what we have done.

Simison: Well, then, to follow up on that question, again, if -- if you take the lateral as the bifurcation of this project, do you have ten percent of your -- ten percent open space in the southern portion of this project?

Clark: Mr. Mayor, I don't think it's calculated that way with -- with respect and the -- we -- it is one integrated whole.

Simison: Correct. But you keep -- I understand it, but it's also you don't get to say, well, it's -- it's -- that's why it's really down there. That's what -- that's meant to be there.

Clark: Okay. I get it.

Simison: That may be what's meant to be there, but you don't have any open space there if you use the laterals, but one percent near that space if you -- if you want to use the comp plan designations differently there is really nothing in that southern portion, if we are going to apply these differences and not with the -- at its whole. Even though I recognize that's where they need to be based upon the comp plan area.

Clark: But that's -- that's my only point I'm making, Mr. Mayor.

Simison: Okay. Council Woman Strader, sorry.

Strader: Oh, that's okay. I mean the good news is you are getting a lot of rich feedback, so you will be able to use that at a future time I'm sure. My question for Sonya. We have a Comprehensive Plan with two different designations. I guess I'm a little surprised, because I have seen people in the past try to float designations and I would think with something like this we will be able to look at it more holistically if we feel like the appropriate amount of different uses is served by the whole project. So, I don't know if Sonya can kind of comment on what flexibility there may be here.

Allen: Mr. Mayor, Council Woman Strader, Council, you are absolutely correct. The Comprehensive Plan is a guide. It's not necessarily written in stone. Some of the designations can float a little bit if deemed appropriate. The applicant is -- is proposing development in the high density residential designated area consistent with the plan. There are a mix of multi-family and vertically integrated mixed use residential, combined with office and commercial uses consistent with the plan in the northeast portion as well. We look at the multi-family development overall so far as open space and site amenities. You know, the comp plan does state in mixed use commercial areas that no more than -- I think Layne mentioned this earlier -- no more than 30 percent of the ground level development should be used for residences. I'm not sure exactly -- I know they are right in there. I'm not sure exactly where they are at on the ground level and they might be able to address that closer.

Strader: Thank you, Sonya. That answered my questions.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Here I thought I was going to be the hardest one on you this evening. So, a couple of questions. Was there consideration made of live-work units? I know there is some other -- there is some other developments in Meridian that are incorporating these. But in a smaller way maybe there is -- maybe there is eight or ten in a project of this size where you have, you know, a small shop in the bottom where you might have a chiropractor's office or nail salon, individual users, and, then, they have residents above. It seems to me like that's been -- I know that there was consideration made of putting that in the Orchard Park development at Linder and Chinden. I know that the Pine 43 development's putting them in. Was there any consideration made? It seems like this would be a really great location for that and I don't know what the -- I don't know how well those have leased in those two. Orchard Park isn't far enough along yet, but that was part of their concept plan was to have those. I like that, because I think it not only brings in some -- an additional variety of uses that are -- that are smaller uses that are more neighborhood uses than these larger commercial properties do and it also goes along with what our, you know, Comprehensive Plan elements, which is -- which is the live and work piece. So, I was really hoping to see something like that when it was talking about sort of the creativity element of it, it was not only do we have places, as you mentioned to come and sit and think and sit there with your dog and, you know, that kind of -- kind of plaza feel, but also this integration of the live and work where -- you know, kind of more of a metropolitan idea where you have residences above and retail -- or shops below or some -- you know, some sort of use below. I would like to see that. I'm curious if you have -- had looked into that, if you are -- if your consulting team had looked into that. That's the first question. Second question is is as Council Member Hoaglun pointed out, you have one area -- so -- so, essentially, you cannot turn left anywhere on Ten Mile Road in any of those exits. So, if you are down here in the grocery store area and you need to get back up to Ten Mile, take me through where you are going and how many residents you are hoping not to hit on the way there. No, I'm kidding. But, please, take me through -- I mean that seems like that grocery store is an anchor and now you -- the assumption for -- for me the assumption is if you are going to the grocery store you are probably not headed south on Ten Mile, you are probably headed back north on Ten Mile, assuming that you don't live in this area -- I mean in this -- in this 40 acres. So, how do I now navigate -- you know, I need to stop at the groceries -- grocery store for five items, how do I now navigate out all the way to Exit A and get back out to Ten Mile Road? We see some of this challenge with the intersection at Chinden and Linder where the -- the Fred Meyer development is and especially in that northwest -- I mean it's almost impossible. There is no way to turn left anywhere and I think it most likely affects those businesses for sure, although I -- I know you guys will do an assessment of that. But help me understand that, why you would put an anchor store down in an area where getting north would be harder to do.

Borgess: Well, to access Ten Mile north from the grocery store we call that area pod five down there. You have two options. One of them is to travel north on -- which I think would have been Access B, if you remember where Access B was, all the way -- that intersection does allow right-in and right-out. It is approximately 450 feet from the intersection. As an alternative to that you could make a left up at -- I will call it Roadway C that was on -- that runs east-west down to Access A and, then, exit the site there at Access A. Does that make sense?

Perreault: No, I don't have the -- is C the -- the northern one that --

Borgess: Yes. C would be the northern most access on Ten Mile.

Perreault: So, run me through that again. You would --

Borgess: Okay. Yeah. This is perfect. Okay. So, from the location that the grocery store is currently proposed, you can either travel up -- I will call it Road D and exit there or you can travel up to Road C, make a left turn onto Road A and, then, exit from that location.

Perreault: Okay.

Borgess: And, then, to answer your first question, before I forget that you placed it, was having to do with the mixed use buildings.

Perreault: Uh-huh.

Borgess: We did do some consideration into the type of vertically mixed use buildings that we could do on this site and what we, obviously, were focusing on is what type -- what type do we have the greatest chance being successful with and being successful means that we find ground floor tenants. We are less concerned with -- with finding the upper floor tenants for the residences, because of the nature of the demand right now and based on our research we felt that the majority of success we have seen with the real live-work where you work downstairs and have an apartment sometimes even attached to it to where you just go upstairs from your shop, are units that in most cases are sold and not rented. So, then, we have a different dynamic of a different type of building, rather than a building that we can lease spaces out and we just felt that our chances of being successful with having something that we could actually achieve the plan that we have proposed would more easily be done with a flexible ground floor that could be service commercial, you know, could it be a dentist, could it be an eyeglass shop, could it be a State Farm Insurance agent or a nail salon -- would be easier to get those kind of tenants, because what we are trying to focus on is -- and I think I said this earlier -- was a type of commercial use that are -- can be supported by this residential community that we are creating. You will notice the grocery store that was proposed is -- I think is 18,000, probably be somewhere between 16 and 18 thousand feet. This isn't a great big 35, 50, 60 thousand foot grocery store where you are going to do three weeks worth of shopping. This is a store that can support the people here that don't want to get in their car and drive down the street to Albertson's or the nearest large market. They need to go to a drugstore,



pick up sundries and various things. They can walk to it within the community and we see that same type of service-related tenants moving into a vertically integrated mixed use more quickly than somebody that says, well, I have got to buy it and given what we are still experiencing with COVID fallout, there is not as much ability to buy, there is a little more apprehension, so that's why we made the decision to use that type.

Perreault: So, this entire development will be managed by one entity?

Borgess: I believe --

Perreault: Individual commercial buildings won't be sold to users?

Borgess: I don't believe that's the intent. The intent is to basically build to suit and I believe Erik and his partner Mark are planning to maintain ownership and operation of all the properties.

Perreault: One more question. When you have a development like this that is in a different area of the city, not near an interstate interchange, I think it will look different, but because this is near the interchange it seems a little light on the sizes or the uses to -- I guess -- I guess I expect or anticipate -- and maybe this is my limited thinking based on just how our whole value is developed -- is that near -- near the interchange you are -- you are going to have just a significant amount of folks coming and going in, so, therefore, your uses would be a little bit less of a neighborhood feel, although I know we have limited -- we had really specific regulations in this area, because we have got the Comp Plan and, then, we have got the Ten Mile Interchange Plan and so we are really trying to specify and narrow down what it is that you are attempting to do. I realized that that -- there is a lot of restriction in that. But just help me understand how you took into account the interchange as you designed this. Obviously, on the east side those are a lot larger buildings, you kind of have that business piece of it, but I just -- I kind of expected -- would expect to see something like this, not near an interchange. So, help me understand how you took that into account as far as number of cars coming and going. Users. This just seems like it's intended to be its own island and we could put it anywhere in the city and not take advantage of the fact that we are near an interchange.

Borgess: Maybe if I get a little clarification. Are you asking specifically about like the sizes of the buildings or -- maybe you can help me understand the question better. I'm sorry.

Perreault: Absolutely. Great question. So, my assumption is is that you -- that because of its -- of this location you will potentially have a lot of people stopping in this area that don't live in -- in this -- in these residences because you are on an interchange. I mean I live off a Ten Mile. That it is an insanely busy street. You are likely going to have people they are going to want to stop in here -- a lot of people wanting to stop here that don't live there and so while you -- the intention is to create this island, you know, development that's focused towards the residents, by the nature of the location of being off an interchange you are going to have a lot of people stopping there that don't live there and

so I think -- you know, I mean I -- I love the fact that we are talking about the pedestrians and the use and that is the intention of the Ten Mile interchange to some extent and we need to consider that. On the other hand, we also have to consider that there is going to be a lot of people stopping here that don't live here, because there isn't a grocery store on the other side -- on the east side. There isn't a grocery store within several miles. There -- there isn't a nail salon -- you know, that -- that -- I know that eastern side still has some development to do and some -- and some buildings to fill up, but in this whole area and -- and how it's playing out and what the plan -- the residential -- the anticipated residential and whatnot, this is going to be the only location that potentially has some of these uses and -- and this is not a -- these sizes are not significant enough to support the amount of traffic that's going to come in off that interchange and potentially attempt to use these services. So -- does that make sense?

Borgess: Yeah. I mean I think I can understand what you are suggesting. I mean the project proponents probably would be thrilled to find out that they have a -- you know, supersized demand for everything right off the bat. I think -- I guess when we looked at it from a master planning standpoint and looked at the specific plan, we found it difficult to maybe marry up the concepts in the specific plan with larger footprint, larger box, either whether it's retail or office buildings, if you, you know, referred back to the illustrations or the renderings that we did of the street atmosphere that we are trying to create and if you look at the way each of the pods are designed -- for example, if you look at the pod between Driveways A and B, you know, it essentially follows the concepts in this specific plan where we kind of wrap the pod with the buildings and we put all the parking on the inside. So, from a visual standpoint these large parking fields don't become the predominant thing you see. As the buildings get bigger and larger, then, obviously, the parking demands get bigger and larger and you end up with large parking fields and it becomes more difficult to achieve this. In addition, you know, all of our street networks -- I keep calling them streets, but they -- they aren't city streets. They are not public, they are all private, although our proposal is to develop them in accordance with, essentially, almost identically the public street standards that are developed in this specific plan. So, these are all things we have done to try to improve and enhance circulation by using public designed infrastructure in a private manner inside, but still create the ambience and the character that we think is what the specific plan is looking for.

Simison: I'm going to hold my questions for later if we can get into the public testimony, if that works. Okay.

Clark: Mr. Mayor, if I could, I don't want to let a potential question hang out there and Council Member Strader had mentioned at one point a question about the -- the ACHD traffic impact study at the beginning of the conversation. So, I wanted to be able to resolve that if there is a question about it. ACHD has approved the traffic impact study and in connection with the report they issued here recommended approval of the accesses that we have identified, but as far as I'm aware there is no disagreement about -- I think your comment was related to disagreement on the traffic impact study, but just wanted to resolve that if that was still outstanding.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I guess to briefly comment on that. I'm just reading their agency report that says, quote, we do not agree with the traffic impact study. And, then, furthermore that they barely meet the VC ratio of .90 a.m. peak and some other things. So, I think that's okay. I think it's important for us to get to public testimony and we could always loop back on that point.

Simison: Madam Clerk?

Weatherly: Mr. Mayor, we have two people who signed up, one indicating a wish to testify, and that's JoAnn Butler.

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

Butler: JoAnn Butler. 967 East Park Center Boulevard, Boise. Representing the property owner immediately south of the applicant's property. Brian Black and Hotel SLC and AmericaTel entity. As staff knows, our client -- they have about 105 acres and we have been working with Meridian 118 -- which is 118 acres. A little bit to the west and the south. And we are working on a cooperative agreement to do the development and construction of Vanguard that would lead from Ten Mile all the way over through our client's property and, then, to the western boundary of the Meridian 118. So, we are very active in working with our neighbors on coordinating construction activities, especially road -- road activities. This application is for annexation and rezoning with a development agreement and a preliminary plat application is yet to come before you with specifics about the development and the development at that stage with preliminary plat, the specifics of the roads and the utilities become honed down between the property owners. As you could see on the concept plan that you have in front of you, the development issue that's of most concern to us is the alignment of Cobalt Drive. The alignment of Cobalt is shown on the concept plan and that concept plan will be attached to the development agreement. The conditions of approval on -- especially 1-A on page 23 of your staff report, require the applicant to substantially comply with both the concept plan and the Ten Mile Interchange Specific Area Plan. We are not convinced that the Cobalt alignment meets the guidance of the SAP, because it is shown on the future land use map -- or the map as above the property line and that alignment below the property line doesn't meet ACHD's policy manual to go to and through the applicant's property, but -- and when we originally saw -- you might have noticed sometimes tonight on your maps you have had two different maps in front of you. One where Cobalt straddles a property line and one, like the concept plan that we have here, where Cobalt, after the curve down to the property line, is -- is solely on our property -- our client's property. When we originally saw the -- I'm basically trying to tell you how -- how we got to making these comments to the city's Planning and Zoning Commission and to the applicant. When we originally saw the drawing that showed the Cobalt straddling the property line, we were just -- we expected that. We expected that they would go to and through, dead end at their property, and we talked to

our designers about taking the road from a dead end going straight south. The location of Cobalt solely on our -- our client's property would seem to burden our client's property and it becomes an off-site improvement that is not appropriate or fair. But we did raise these questions with the Planning and Zoning Commission and we did raise these issues with the applicant and I have to say the applicant has been very willing to meet with us and to work towards a resolution of this and they have proposed a way for the adjoining property owners to work together fairly, we hope. The devil is in the details with the development of Cobalt. We haven't been able to put pen to paper yet, but we certainly intend to do that as they make application with their preliminary plat and we would want that complete before you approve that preliminary plat. So, we would add -- we are basically raising this issue, so the Council remembers that the two property owners are going to be working together to equitably attempt to share in the cost of constructing Cobalt.

Simison: JoAnn, if you could wrap up, please.

Butler: Yeah. That's pretty much it. We are looking forward to working with the applicant on making that happen.

Simison: Council, any questions?

Butler: Thank you.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: JoAnn, if you -- if you wouldn't mind, if -- if we were to have them in here do to and through, at some point, you know, as we have heard from staff, that's going to -- they run into a parking lot or a back end of somebody's home, whatnot, on the property that's still to the west. It would have to curve back onto -- fully on the property of your client. Is that -- is that a correct understanding of how that would work? If --

Butler: From a -- I would -- we would have a couple of things and I -- I can't speak for the traffic design, other than what are -- my -- I can tell you what our designers have mentioned. You can curve down closer to the western area -- to the western boundary or we actually did do a design where we saw Cobalt dead ending at -- dead ending at its western property boundary and, then, taking -- kind of T'ing and, then, going straight south. So, that looked like it was -- it was possible. If we -- if we reach agreement it looks like we won't have to address that at all.

Hoaglund: And that's my hope I guess.

Butler: Yeah. Right.

Hoaglund: Okay. Thank you.

Weatherly: Mr. Mayor, that's all that indicated a wish to testify.

Simison: Okay. This is a public hearing. Is there anybody else who would like to provide testimony? If there is anybody online that would like to provide testimony, please, use the raise your hand feature, so we can allocate your time. Please.

LaFever: Hi. My name is Denise LaFever. I'm at 6706 North Salvia Way. One of the things I noted in here is that there is a cost savings by tiling the canal and it counts towards the open space calculation. With that said, I do like the idea of having that open. But what I would like to see is that if a waiver is granted and approved, I would like to see the amenities locked into the DA. Benches, fences, bike stations and other safety features. I also noted that on the side with the high density apartments, I don't see any pathways or amenities to help out that high density thing. Maybe I'm missing that. Also I'm very concerned about -- there is no left-hand turn, which poses a possible safety concern for travels, both on Franklin and Ten Mile for people pulling out into traffic coming down those roads. We are seeing that really heavily now with Costco and some of the other developments off of Chinden. Given the intensity and density of the development, I'm concerned about the developer using off-street parking for meeting parking requirements for residential and visitors. But my biggest concern comes down to the school district. The school district only reports current enrollments and factors in estimates for this development. It fails to factor into surrounding already annexed and permitted residents for the City of Meridian and the other surrounding cities. This project amplifies the future strain on schools, school budgets, and taxpayers. Did I mention developers pay no impact fees? The burden will be borne by the taxpayers. Is that fair? The school letter stated levies for future school will be done. They -- they are looking for people to donate land. For the fairness of the residents I think this really needs to be looked at. I'm concerned about the lack of services for residents in Meridian and the need for commercial. Much of our commercial keeps getting turned into high density residential through the CUP process. The concept plans have been troublesome in the past. Developers come back and state this was a concept plan. Things change and that opens it up for waivers, CUPs, alternative compliance, UDC changes, rezones and DA changes. These can lead to major depart -- departure from the concept plan, especially over time and in some situations it can go back through and drastically changed what the public was thinking they were getting. Thank you for your time.

Simison: Thank you. Council, any questions? Thank you. Is there anybody else that would like to provide testimony on this item at this time? And we had nobody else online indicate that they wish to testify?

Weatherly: Mr. Mayor, that's correct.

Simison: Okay. So, would the applicant like to come forward for final remarks?

Clark: Mr. Mayor, Members of the Council, Hethe Clark. 251 East Front Street. Just a couple comments here briefly. With regard to schools, West Ada did provide a letter and

it showed that there is capacity at Chaparral Elementary, Meridian Middle School and Meridian High School. So, I think that that has been addressed by the agency that's, obviously, in charge of that. With regard to parking, there is 930 spaces that are required for the residential. We have provided 1,034. So, we have got somewhat excess parking. And, then, I did want to thank JoAnn for her comments and we do look forward to continuing that conversation with our neighbor to the south. We will continue that through to the preliminary plat and, you know, expect that whatever resolution comes out of that would be consistent with the specific area plan. And, then, with regard to -- I think I would just end with a comment about what the standard is here. You know, we want to make sure that we are meeting the vision of the city. The vision of the city is expressed in the comprehensive planning and as the staff report has shown, that comprehensive planning is reflected in the zones that we have identified and the densities that we have identified and the layouts that we have identified and so, you know, a lot of thought and work has gone into this over the past several months. This has gotten a lot more detail at the concept plan level than I think I have ever seen and I would ask for the -- for the Council's approval on this. I just don't want the Council to forget that we are asking for that waiver on the -- on the Kennedy Lateral. So, whatever motion comes out of this we would ask that -- and, hopefully, it's an approval and that it would include that with it. So, happy to answer any final questions for the Council.

Simison: Okay. Thank you. Council Woman Strader.

Strader: Mr. Mayor. Hethe, you know, you have gotten a lot of feedback at this point. Just curious where the applicant's head's at. You know, personally if I -- if I were in your shoes I would consider like a continuance, maybe take a look at some of the hot button issues and come back to us. That's just me. Just curious what your feedback is or if you want us to vote on it tonight, up or down vote. You guys are in the driver's seat, so let us know based on what you have heard so far.

Pilegaard: Good evening, Mayor and Council Members. Erik Pilegaard. 10891 Olana Drive, Truckee, California. If we had the users in tow for your commercial we would be happy to build it. We would be happy to come back and where we have the -- the town flats, where -- on the right side, to add that commercial space. We would be happy to. The demand is not there. Winco passed. They are one of the major -- this is their home base. They passed for the commercial. If there was an office user that came to us we would be happy to come back to get more commercial. The data shows us and tells us that there is not that demand there and I think from the COVID aspects -- I don't want to have to come back later and do like -- I spoke with the planning department, we are losing some of the commercial. Why are we using that -- losing that? Because I don't think there is a demand there. It's more profitable to build commercial and to service a community than to do flats or commercial and residential on top. So, if the demand was there I think we would definitely show more commercial in that particular area. I had under contract the kitty-corner piece that you approved several months back on Ten Mile and Franklin and there was a lot of commercial there. He is the big Costco developer that's fairly successful. I don't know if -- because this is a going-to-work side, with our access issues that we have, right-in, right-outs -- we don't have any left turns. We don't

have a stoplight. If we had those accesses that's what those users want and need. So, if -- ACHD told us there is no future signalization there, so that left turn that Council Member spoke of doesn't exist. We have right-ins and right-outs. Very -- very left turns and, again, commercial needs that to survive for your access to come in and come out. Across the street the Brighton development, they have office, large office, but if you look at their retail commercial it's struggling. They have vacant space that they have spec'd and I don't know if that's from COVID or where it's located, but, you know, we don't want to be that guy that makes mistakes. We want to make something that's successful. We think the -- the commercial development that we have will really help and sustain the residents that we have there at that population base. We don't have any signed commercial deals at this point. Maybe one coffee. And we have the -- we field the best marketing team in town to get that done. There is no big grocery anchor. We slatted a grocer there to accommodate one, but we -- the demand just is not there. So, the accesses I think really drive that. If there was better access to this particular site I think the commercial or a signalization would be huge. Would be huge. So, hopefully, that helps out from where our perspective is. We worked with planning for several months and went through several iterations of the design to conform to what the city wants. The concept plan, the interchangeable plan. We tweaked everything we could to meet their demand. Hey, this is what we want. This is the vision of the city. We tried to illustrate that here on this development. If you are saying, hey, go back and kind of redesign and put some more commercial in there, I'm happy to take the three, you know, light green and make that all commercial, but I don't want to come knocking on your door in five months and say I can't lease it. I'm not going to spec it until I have a tenant. I'm just being honest what the market conditions are. I think the rooftops that we create there for families will help generate some more commercial. The office complexes that we have here, we have had maybe one dentist or two dentists look and that's about what we are seeing from that aspect. So, this is what the market is telling us to do and we have complied with, you know, planning and worked very diligent with them. I mean a lot of renditions. So, I hope that helps explain that.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I just want to explain where I'm coming from. I'm just one vote. But just, you know, so you are not -- so, you are not surprised by the decision. You know, look, I -- I totally understand what you are saying about market conditions. I think the challenge is that we are making decisions about the city that will take us decades into the future and so we have to really decide how much land we need for commercial and really looking at that holistically is an important part of our job. So, if the market conditions don't support commercial development today, maybe it won't happen, but that land needs to be available for commercial in my opinion. And I'm also struggling with -- similar to Councilman Cavener, the layout of the high density residential and feeling like there is not kind of fairness of access to the open space and I just think there is -- there is more work to be done. I think if you were to, you know, do -- do some more work on it, perhaps you could work with our economic development team, who are very good, you know, who may

be a resource available to you to help with some potential users and so forth. But I'm not there yet today and I won't be voting for this. So, I just wanted to be clear about where I'm coming from.

Pilegaard: You know, you indicated something earlier -- there is flexibility in the -- flexibility in moving zones back and forth. We had to follow the guidelines from planning, not to be able to pluck a four story building and throw it across the creek or the canal to integrate it more, to make it feel more part of that community, or take the clubhouse section and move it on the other side -- on the high density side. But because we are -- you know, we are constricted with all of the guidelines that you have set forth -- are you telling us that you are willing to move those guidelines around to better integrate the site? I want to understand what I'm hearing, so I can, you know, adapt.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: It's -- it's not -- well, let me say this: What you just explained is exactly the struggle we have every time we do this, right, and as Council Woman Strader said, we have to be very forward thinking about it and you are looking at this as a -- in a point in time and we are looking at this in -- now and in the future, but also, please, understand that we regularly hear from our residents as to what they are looking for and we are -- and part of our Comprehensive Plan and all of the regulations that are put into place, those were all created with citizen groups and individuals who are very interested in the outcome of our community and so, yes, this is the city that's -- that's communicating this to you, but so much of -- as we are sitting here thinking -- thinking about this project, we are also keeping in mind the variety of input and public opinion that we receive and so while it may seem like it's just the six of us having really strong opinions about it, a lot of it is coming -- as you know, you -- you all present before councils and -- and groups all over -- all over the place on a regular basis, so you know this, but as far as the different -- the R-40 versus the mixed use commercial, we have had applicants come before us in the past who have asked us to float those designations to create a more integrated development that would require a different application that would come forward from you, because, then, it would be a -- I don't know exactly, technically, what the difference would be if it -- if it is -- it's not a Comprehensive Plan change, is it? Maybe that's a question for staff. If they were to come and request a different -- in the R-40 section, that they would not be able to meet the limitations of that, if they -- if they were to alter this plan according to the conversation we are having here in Council. Perhaps Sonya can --

Allen: Mr. Mayor, Council Woman Perreault, I'm not sure I was entirely following, but if -- if you are talking about the high density residential designated area in the southwest corner of the property, if -- if they are proposing a development that's not consistent with that, then, generally, it would probably require an amendment to the future land use map. If it's -- if it's -- again, it's a guide. So, it would really depend on what they are proposing, whether or not we could float, so to speak, some of the adjacent future land use designation -- it just -- it just depends what you are -- where you are going.



Perreault: I think if we ask the applicant to go -- to go there that we should be really clear about what it is that we --

Allen: I agree.

Perreault: -- or that's different, because that is -- that's a significant ask from a -- from a cost standpoint from an application. Other public hearing time delay. Obviously, again, as Councilman -- Council President Bernt explained, we are not here to design this for you. That's not the intention. We are just trying to be forward thinking, so --

Clark: Mr. Mayor, Council Member Perreault, you know, I'm in front of you guys all the time, you know, one of the things that we hear most often is, you know, respect the plan -- you know, respect the comp plan. Don't come in with land use -- with FLUM amendments and, you know, what we have tried to do here is exactly that. We have worked extremely hard to -- to align what are a number of competing interests; right? So, when I look at this site I look at it and my initial thought is, wow, two principal arterials; right? There -- there should be something massive there. But, then, you have also got Meridian's policy and ACHD's policy of restriction of access onto arterials; right? You guys have to give us a waiver tonight to be able to get those accesses. ACHD -- we had to -- I don't even want to describe it. Yeah. I mean we had to work really hard to be able to get even the right-ins, right-outs that we got and that constrains commercial. So, you know, absolutely, we -- we want to listen to the Council and, you know, if Council can give us specific direction on things that you would like us to take back to the drawing board and come back to you in a few weeks, then, I -- you know, I -- I would be an idiot if I didn't say, yeah, we will -- we will consider that rather than risking going to the -- you know, having to start the whole thing over. But I -- just I really have to emphasize that -- how much -- how hard we have worked to meet the existing comp plan as it exists and to align all these factors, you know, which I think that the commercial elements of this really have to be taken into account given the limited access, so -- and, obviously, anytime you guys issue a denial you have to give us specific direction per state code as to what to change to -- in order to get an approval. So, you know, in this instance if -- if the Council can give us specific direction, we will -- we will take it back and we will see what we can do and -- and, then, we would have another conversation with you. But we really need specific direction and we really need to know that the rules that are in place at the time we make our application continue to be in place by the time we get to Council.

Simison: So, a couple questions. I don't know who all is best -- Sonya or somebody else, but a light on Franklin. Is it likely that there is going to be a light right on the other side of that canal that aligns with the apartments to the north and the Ten Mile secondary -- I know ACHD eventually does not want Ten Mile turning left out of their main entrance, but if there is going to be a light in the area that's where I would think one would be based on what I'm seeing. So, my question is kind of -- is there a reason why there is no contemplated cross-access to the property to the west, even though these are private? Can you kind of help me answer that? But it's like a connection might help with some, because it could give a potential light access in the area, but I don't know if that would be

contemplated in that location or not by ACHD or others. If it meets our policy. If it's far enough away. But I'm envisioning that someday there is going to be a light at that location. That's just my two cents, so --

Clark: Mr. Mayor, I don't know the answer on the light question, but in terms of the cross-access to the property to the west, that -- the property to our west doesn't have a connection to us, so that's why there is not one shown.

Simison: Okay. Good to know. The second question, minor, if I missed this. Lower right-hand corner, there is nothing in this concept plan. It's on your property, but it's just like -- is there anything -- open space, are you -- oh, swap? Okay. I must have missed that completely then. And, then, the final thing, just as -- it kind of goes back to those three apartments down in that corner, like to me even looking at flipping them, so you take away the parking that's between them and the open space, just gets it closer. Now, I know that's going to create a mass of parking on the -- further away from those buildings, but at least, then, it doesn't feel like you are separated by a parking lot from the access to the open space, you know, and I don't know if that helps or hurts, but what I also heard you say is you got more parking than you need, so perhaps you could take out some parking in order to have more -- in order to put in some green open space for people.

Borgess: I guess the only thing I would add to respond to that is that the specific plan -- I'm sorry? Oh, yes. Layne Borgess. 11500 Armor Court, Gold River. 95670. What I would add to respond to that is that the orientation of the -- two of the three high density buildings are specifically done that way because the specific plan basically dictates the building be placed up to the street with minimum setbacks. So, the plan encourages straightforward buildings, as opposed to pushing the buildings up against our open space and having a parking lot of three or four hundred cars as the frontage to Cobalt Drive. So, that in tandem with the orientation and the location of the canal kind of, in a lot of respects, dictate how those three buildings are oriented and organized on that portion of the site.

Simison: I knew that was the case. I didn't want to suggest a parking garage, but that to me is probably really the solution to create the space down there or a different design. Because, yeah, otherwise, just a lot of parking away from the building. My two cents, but I want to wait. I'm done.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Yeah. One of the things that -- because I listened to all the comments and feedback and plans and looking at this and trying to figure things out, you know, one of the things that strikes me is the future land use map does show high density residential on that side of the creek and those are our rules and that's what we put into place. I mean it's a guide, we can change things, but, then, you are going to -- if you look here on the left of that FLUM there is the high density residential. It's right where we wanted it to be.

Then, if we go back to that concept plan, I look at it, go, okay, what can we do to make it closer? Well, what if we have them move that lower right-hand side, high density one, and that's a nice triangle we could have them flip that and put that down there. Now all of a sudden you are on Cobalt Drive, you are far away from all the flats and everything, you are not centrally located, but you are much closer to high density and they can add some flats here and townhouses there and whatnot, but it's like, well, then, that goes against what we want and that's, well, make it centralized. Someone's always going to be farthest away from -- from the open space or clubhouse or something like that. The walk to our big swimming pool is a long ways away and to the big park and to the nice park and everything else where we live in our subdivision. Hey, I'm going there for exercise, so I'm going to walk. Hey, that makes sense, so -- so, it's -- you know, as we try to reconcile these different things and different thoughts, I don't come up with a solution, especially when it's a response -- the design is in response to what we require and -- and that's, you know, a light on Ten Mile and Cobalt would make sense, but I get how close it is to Franklin. Right-in, right-out, I -- I had noticed growing up in Meridian, it didn't matter where you go you could -- you could access, left, right, didn't matter. I now think in terms of what is on the right side, what can I do business wise that takes me this way at some point that I can turn and, then, I'm going to come back and do business on the other side, when if I have to go back and forth. You just have to plan ahead now. It has changed. Not that I like it, but it is what it is and we are not going back. The clock's not turning back. So, now we have to deal with these factors of, yeah, this is going to work traffic. I mean that's -- when I go up Ten Mile Road I am going to work and, yeah, if there is a coffee shop they might stop there. Dry cleaners. I don't know. We are going more casual. I don't know if dry cleaners are going to last really. But anyway. There is some specialty things that need drycleaning. But, yeah, all -- all these things that -- that we would like to see -- I would love to see more commercial there. But at the same time I think about what skin do we have in the game for that? We don't have any. We want that. Okay. Where is our market study? What tells us that it will support more commercial? I don't have that. You guys have the skin in the game and I think you are paying a lot closer attention to that than -- than we do. Council Woman Strader's point is -- is spot on, that point long term, if things turn around and we needed more commercial, that would be great to have more commercial there. But how do we balance that of time and money and -- it's not our money. It's not our -- you know. That's -- that's a tough one. Do you just scrap the whole thing and say, well, we are going to wait five years? Well, then, what? Well, things could change. What's the market dynamic? It could change this again. I don't know if there is any perfect time. I -- we try really hard to get it right and it's -- it's not easy. It's -- it's really not easy. So, just -- just my thoughts. I -- there is a lot of elements about this I like, trying to create that sense of place of people that the clubhouse I think is going to be an amazing amenity with -- with the extra things that you have. Yes, there are specific tweaks we can provide you to come back and say, okay, here is what I see. You know, is it more open space in some of these corners of high density where there is a tot lot or something that I think Councilman Cavener was alluding to that, you know, what -- what can be a little closer, you know. Maybe that's something that could be worked on. But I would like to see us get kind of more specific then -- you know, I -- because I even thought, Mayor, the same thing, turn -- turn the buildings, but our plan doesn't allow that. I mean we don't want the parking lot up to the street. Okay.

So, we have to live with that. So, yeah, I just -- if there is ways we can make it better I'm all for that, but I'm kind of hard pressed to say, okay, move high density over here, because now we have to change our whole planning process to do that. So, I'm kind of stuck here.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I do you have a suggestion. We hate designing projects for you and I don't want -- but I have a suggestion. Why not? It's a creative process maybe. So -- and I think part of my struggle is if this was a high density residential project and it had to stand on its own two feet I wouldn't vote for it right now, because I feel like these buildings are orphaned off on their own. But a suggestion I would have -- I mean we have these two bottom high density buildings along Cobalt Drive and what we have seen other developers do is actually move those buildings a little bit closer together and potentially lose some of that parking in the middle and put green space, a giant MEW something there, maybe, that would serve those residents. You know, you have an excess of parking. We have seen that kind of a design. We have seen -- and I don't underestimate your creativity a bit. If you can make the financials work, recently we have seen developers put parking on the core of the building and we have seen that very successfully in other projects, so I have to think part of the market would support that product. I don't know if a full blown parking garage would work, but I think there are things you could do that would make that high density residential piece more palatable personally and still adhere to the Comprehensive Plan. I personally believe that we should give flexibility to float a little bit if the overall amount of commercial is in alignment with the total acreage and the space and if staff believes it's appropriate, but I do want to see a little bit more commercial. I think I understand your point about the market and I wonder if -- if, you know, those light green buildings perhaps became commercial and they took longer to develop if this would still pencil or not, but I'm hesitant to let go of commercial land at this point given the decisions we have made on some mixed use properties and feedback we have heard. So, I don't know, just some suggestions. But I don't -- I don't think it's unworkable or undoable, but I think you could retool this a bit personally.

Clark: And, Mr. Mayor, if I could just -- just one comment. I appreciate that, Council Member Strader. You know, the -- the mix -- those green buildings are -- would be second tier, you know, behind other commercial and they would be behind other commercial that's access controlled. So, you know, I think, you know, maybe, you know, something to consider there and I will take it back to my team and we will talk about it, but, you know, if there is some flexibility there to allow for commercial in a later date, but go with this, you know, as part of a redevelopment, I -- I just hate coming in front of you guys and asking for a development agreement modification later on when we are setting ourselves up for failure, you know, when -- and that's what I'm trying to avoid. But I definitely appreciate the --

Hoaglun: Mr. Mayor?

Simison: Mr. Hoaglund.

Hoaglund: I think we just had an application request for that on Overland Road where the secondary commercial did not go.

Clark: Hethe Clark might have been the applicant or the attorney for the applicant on that, so --

Hoaglund: I think so. And because it -- it was quite a while. I mean it was --

Clark: It was in Movado and it had been going for -- you know, had been sitting vacant for years and years and years and it was tier commercial similar to that.

Hoaglund: Yeah. That's -- that's -- that's the difficulty of these things and, like I said, I, too, would like more commercial here, but it's just that -- when will that market change? We don't know. And how do we -- how do we deal with that? How long do we wait? What do we do in the meantime? That's -- that's the difficulty.

Simison: Well, what does Hethe Clark, the attorney of record, think about how long -- you know, The Village is a great example. You -- that's a generally successful commercial area that had a fair amount of turnover, but they have also not been able to develop all their pads and we are nine -- eight years into that project. I don't know what's appropriate time to ask people to wait to get the right thing for a developing community. I would love to have that academic conversation offline some other time, you know, from that standpoint, but -- because that's -- you know, not everything is expected to develop right away. Or should. And a lot of people don't get it right when they think it's right the first time anyways.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Hethe, I appreciate the willingness, I guess, for a continuance. It sounds weird. How much time would your team want?

Clark: So, looking at calendars, we get into the middle -- I think Council is meeting during the middle of July; correct?

Cavener: Uh-huh. We have a couple of big hearing, though.

Clark: I think we could have something in like a three week range we can probably be back with an updated plan.

Cavener: The 13th?

Weatherly: Mr. Mayor, at this time on July 13th there is one hearing for an ACHD Ustick

maintenance facility. I won't have time to notice Planning and Zoning hearings on July 13th, so that would be a date you could consider.

Nary: The Oasis is on that night, too.

Weatherly: Oasis is July 20th.

Nary: Oh, yeah. It moved. That's right. Sorry.

Allen: Excuse me. Another consideration, Mr. Mayor, would be if revised plans are submitted they would have to be submitted -- we would like them submitted a minimum of ten days before the hearing.

Simison: I was waiting for that one. Which is why -- once I heard the 20th, then, I thought, well, maybe the 27th. But I don't know Council's viewpoint on how they think the Oasis is going to go, how late they want this one to go.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I'm open to suggestions. I -- I will not be here on the 27th, not that I have to be, but I think it's important for Council know that at least now, since we are at least contemplating a continuation maybe to that date.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: You have given the guide -- you know, the time frame. What -- what's -- what's the date? What do you think?

Clark: Well, I would love to have as many of you here as possible. You know, I think -- I didn't -- I didn't quite catch the -- is there an issue on the 20th? Is it a full agenda on the 20th?

Cavener: So, the 20th is the -- yeah, we have a very -- we anticipate a very lengthy --

Simison: That's the 20th.

Cavener: 20th. On the 20th we are expecting a very lengthy public hearing process on an application with a lot of residential involvement -- citizen involvement.

Clark: Well, I would prefer not to lose six weeks.

Cavener: I don't blame you.

Clark: So -- and I'm just -- I guess I'm just collaborating with everyone out loud here right now. So, the other option would be potentially the 13th. But we would need to get something to Sonya before the holiday weekend for you to be able to -- why don't we -- this is me being as optimistic as I can. Let's -- let's try for the 13th. We will get you a new updated -- get Sonya an updated plan. That would mean we need to have it to her by the 3rd. You know, obviously, we wouldn't be able to have the -- the detailed renderings of all the buildings and all of that, so I'm anticipating that Council's request is to focus just on the site plan and some of these different arrangements that have been discussed, which were to -- some green space in the high density residential area. Look at potentially replacing some of the mixed use buildings and -- let me make sure that I have in my notes the other thing. I think that's it. Just the commercial -- some commercial on the second tier. Those are the two items I'm hearing.

Simison: One other very minor thing. I don't know where this would come in, but do you feel like that this even creates connection to the corner to cross over to the east side of Ten Mile? And I always -- I know that there was some -- a lot of thought put into the pedestrian connectivity on the other side, but I just don't know if -- if this is intended -- if this area is intended to be integrated in that manner, but just that corner doesn't even really show even any pathways to the corner, if that's an intention or not.

Clark: Mr. Mayor, are you talking about the southeast corner?

Simison: Northeast corner.

Clark: Northeast corner.

Simison: Yeah. That's -- when we -- when we had conversations about others talking about -- and I know this is not pertaining to pedestrian connectivity that was on the other side of the road, but I don't know if the intention is to try to get people to even cross in this area, but it doesn't seem like there is a path to move people if they want to go across the street or anything in the future. That's all -- that's really my main point.

Clark: Sorry, Mr. Mayor. So, you are -- you are saying a pedestrian crossing it -- looking at getting people across --

Simison: Yeah. I'm looking at your circulation. Does your circulation pattern here allow for pedestrian, bicycles, to find a way to exit this development to go into another one of the quadrants of this area and maybe it's not intentional to do that from that standpoint, but --

Clark: Yeah. It's, obviously, a challenge, because you would be crossing an arterial, but you know, we can -- we can look at that.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I also think another piece of feedback would be, you know, to the extent you can get this arrangement on Cobalt ironed out, I think that would also be extremely helpful.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I would just like to say that, in general, I know we are really being tough on this and I really appreciate that your -- your humble willingness to take our feedback on this and truly I want you to know that it is because we -- we want all of this to be successful for you and for our residents and it is not to be -- it sounds like it's coming from a place of -- of criticism, because we have sat here and sort of picked this apart. But, please, know that the intention -- I can unequivocally say on behalf of this Council is for this to work well and -- and truly keeping in mind the conversations that we weekly have with residents. As you experienced this evening we had somebody come and give public testimony about the Orchard Park development where Winco currently is. We do have residents that are -- that are intimately affected by these projects and so we are always trying to balance that and yet still honor our development community as best as we can. So, I know we are being tough, but, please, know it's coming from a good -- a place of goodwill.

Clark: Thank you.

Simison: Council, anything else or is there a motion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move that we continue file number H-2021-0025 to July 13th.

Strader: Second the motion.

Simison: I have a motion and second to continue to item to July 13th. Is there any discussion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Hethe, just a quick comment. Your client's are very lucky to have you.

Clark: That's nice of you --

Cavener: A comment I heard from your client is we don't want to make mistakes. Council doesn't want to make mistakes. When I hear comments, though, from the applicant they



aren't sure that commercial can be successful here, that definitely gives me a big pause. You are an honest broker. I trust you will bring back something that's workable and doable and look forward to seeing that in a few weeks. So, appreciate you.

Clark: Thank you.

Simison: Is there any further discussion on the motion? If not, all those in favor signify by saying aye. Opposed nay. The ayes have it and the item is continued.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

### **ORDINANCES [Action Item]**

- 7. First Reading of Ordinance No. 21-1933: An Ordinance of the City Council of the City of Meridian, Approving the Second Amendment to the Meridian Revitalization Plan Urban Renewal Project, Which Second Amendment Seeks to Deannex Certain Areas From the Existing Meridian Revitalization Project Area; Which Second Amendment Amends a Plan That Includes Revenue Allocation Financing Provisions; Authorizing the City Clerk to Transmit a Copy of This Ordinance and Other Required Information to the County, Affected Taxing Entities, and State Officials; Providing Severability; Approving the Summary of the Ordinance, and Providing an Effective Date**

Simison: Next item on the agenda is Ordinance No. 21-1933. Clerk will read this ordinance by title.

Weatherly: Thank you, Mr. Mayor. This is the first reading of Ordinance No. 21-1933. An ordinance of the City Council of the City of Meridian approving the second amendment to the Meridian Revitalization Plan Urban Renewal Project, which second amendment seeks to de-annex certain areas from the existing Meridian Revitalization Project Area, which second amendment amends a plan that includes revenue allocation financing provisions, authorizing the City Clerk to transmit a copy of this ordinance and other required information to the county, affected taxing entities, and state officials, providing severability, approving the summary of the ordinance and providing an effective date.

Simison: Thank you. Council, you have heard this ordinance read. Would anybody like it read in its entirety? I don't know if we do that on the first reading. But I don't know why I have people standing up here either, so -- I'm going to say no one wants it read further, so we will stop there. And I will ask you what are you doing here?

Perreault: Staff just love to be here at 10:00 o'clock at night.

Arial: Yeah. It's our favorite.

Strader: Mr. Mayor?

Simison: Council Woman Perreault -- or Council Woman Strader.

Strader: This is a mea culpa on my part. I did put them through like a 45 minute meeting today on this topic. So, I apologize if I am the cause of you being here. All my questions were answered. I'm so sorry you had to stay so late.

Arial: Mr. Mayor, Council Woman Strader, appreciate that. But here to serve and answer any questions if you have any.

Simison: Okay. So, Mr. Nary, is it -- would our intention be to put this -- what's -- what's next for this one when we do a first reading and --

Nary: Mr. Mayor, Members of the Council. So, there is a process that is required by state code. So, it -- you cannot accelerate the readings. We have to have all three readings before we can approve it. So, that's -- we are on track to have this done within the time frame we needed. So, this is just part of the process.

Simison: Okay. Are we allowed to take comment on -- just for the future, are we supposed to take comments on ordinance readings?

Nary: You can. It's up to you.

Simison: Just want to make sure I understand moving forward in case people show up that want to talk or ask questions. Okay. Helps me out.

Perreault: Mr. Mayor?

Cavener: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Question along those lines. Is it the nature of the ordinance that causes the readings to be read separately or a request by the -- help us understand --

Nary: It's the nature of the state code. So, the code is very specific on process for both the de-annexation of portions of an urban renewal district and the formation of an urban renewal district. So, we are following all that process. We have, actually, on the line is Meghan Conrad is also assisting as legal counsel for the MDC. Mr. Baird from my office has been the one shepherding it for us. So, we are just following the process as required.

Perreault: So, it's the nature of the ordinance that's causing us to do the three readings?

Nary: Yes.

Perreault: Okay. Thank you.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Won't come as much of a surprise, but my request would be that at least one of those be noticed as a -- as a public hearing.

Simison: Okay.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I had asked, Mayor, that one of those ordinance readings be noticed as a public hearing, but not just that we can take comment, but we are telling the public we are requesting their -- their time to come and provide it.

Nary: Certainly do that for next week and the following week even, whichever. Sometimes the second reading is helpful in case there are a desire to change.

## **FUTURE MEETING TOPICS**

Simison: All right. Thank you. So, Council, we are to item under future meeting topics.

Strader: Mr. Mayor?

Simison: Council Woman Strader. Cameron, you may want to stick around for this one, too.

Strader: No, you don't have to, Cameron. Catch the tape later. That's okay. So, regarding the comments earlier on the Orchard Park development, I -- I would like us to have a future meeting topic on that one. I feel like -- I don't think there was any bad intent at all on the part of staff, but I think maybe if something got lost in translation and I just would like to understand if there was a communication breakdown between Council's intent with Orchard Park and what actually happened and just get that in a public meeting on the record, so you can kind of understand how that played out. I personally had the impression that Winco would not be able to open without a CO and that Council's direction was that we didn't want that to happen until these road improvements were completed and I guess I -- I would like to understand if -- if we moved forward on that -- for some reason staff moved forward on that without checking in to get an affirmative approval from us. If we have a process breakdown we want to look at or -- or just -- I think we should look at that situation and maybe just understand if we have a significant DA provision and it's being waived, how we want to handle that.

Simison: Okay.

Cavener: Mr. Mayor? Council, any -- yes, Councilman Cavener.

Cavener: To maybe just include in that -- I think further training for Council, so that our motions are being made clear, so that our intentions are being heard, because I think that that's -- that's got to be equally frustrating for staff that Council leaves thinking A and staff leave thinking B and now staff find themselves in a challenging position or Council find themselves in a precarious situation neither of us want to be into. So, I think, one, the staff side, but also better training for us about what we need to make sure that we are including some of that. It's a two way street.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: If -- if it is the Mayor's will to put this on -- on a future agenda, could we ask the Clerk's office to send us the clip of the -- of the hearing from Orchard Park? What is it? How many years old is it? So, that we could reference that and -- and refresh our memories on exactly what was stated. Thank you.

Weatherly: Mr. Mayor, I just wanted to make note, Meghan Conrad, the attorney for the second amendment situation, has raised her hand. I didn't catch her before we finished that topic, but I didn't know if you wanted to hear from her or not.

Simison: Her hand is down. Did you lower it for her?

Weatherly: I did not. She must have done it herself.

Simison: Okay. Well, I think we can catch Meghan next week, hopefully, if she's needed.

Weatherly: Thank you, Mr. Mayor.

Simison: Anything else under future meeting topics?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we adjourn.

Hoaglund: Second the motion.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 10:03 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

\_\_\_\_\_  
MAYOR ROBERT SIMISON

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE APPROVED

ATTEST:

\_\_\_\_\_  
CHRIS JOHNSON - CITY CLERK



## AGENDA ITEM

**ITEM TOPIC:** Bainbridge Subdivision No. 12 Water Main Easement No. 2

Item #3.

**Project Name (Subdivision):**

**Bainbridge Subdivision No. 12**

**Water Main Easement Number: 2**

Identify this Easement by sequential number if Project contains more than one Water Main easement.  
( See Instructions for additional information).

### WATER MAIN EASEMENT

THIS Easement Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Brighton Development 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

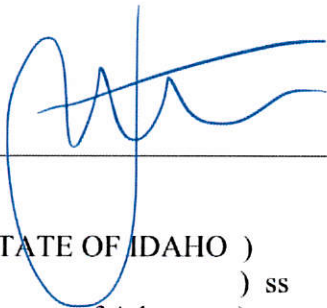
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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

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

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

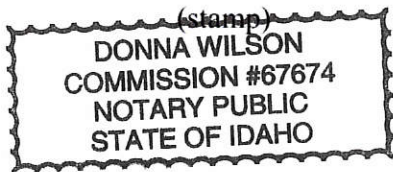
GRANTOR:




---

STATE OF IDAHO )  
 ) ss  
 County of Ada )

This record was acknowledged before me on June 22, 2021 (date) by Jonathan D. Wardle (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Brighton Development Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)





---

Notary Signature  
 My Commission Expires: 5.6.2022



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

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

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

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires:\_\_\_\_\_

June 17, 2021  
 Bainbridge Subdivision No. 12  
 Project No. 20-145  
 Legal Description

### Exhibit A

A parcel of land for a City of Meridian Water Easement situated in a portion of the Northeast 1/4 of the Northeast 1/4 of Section 27, 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 aluminum cap marking the North 1/4 corner of said Section 27, which bears N89°17'35"W a distance of 2,647.29 feet from a found aluminum cap marking the Northeast corner of said Section 27, thence following the northerly line of said Section 27, S89°17'35"E a distance of 1,455.78 feet;

Thence leaving said northerly line, S00°42'25"W a distance of 1,055.71 feet the **POINT OF BEGINNING**.

Thence S89°15'45"E a distance of 3.51 feet to the westerly boundary line of Lost Rapids Subdivision (Book 119 of Plats, Pages 18,496-18,501);

Thence following said westerly subdivision boundary line, S00°42'24"W a distance of 2.29 feet;

Thence leaving said westerly subdivision boundary line, N89°17'36"W a distance of 6.61 feet;

Thence N54°08'43"E a distance of 3.85 feet the **POINT OF BEGINNING**.

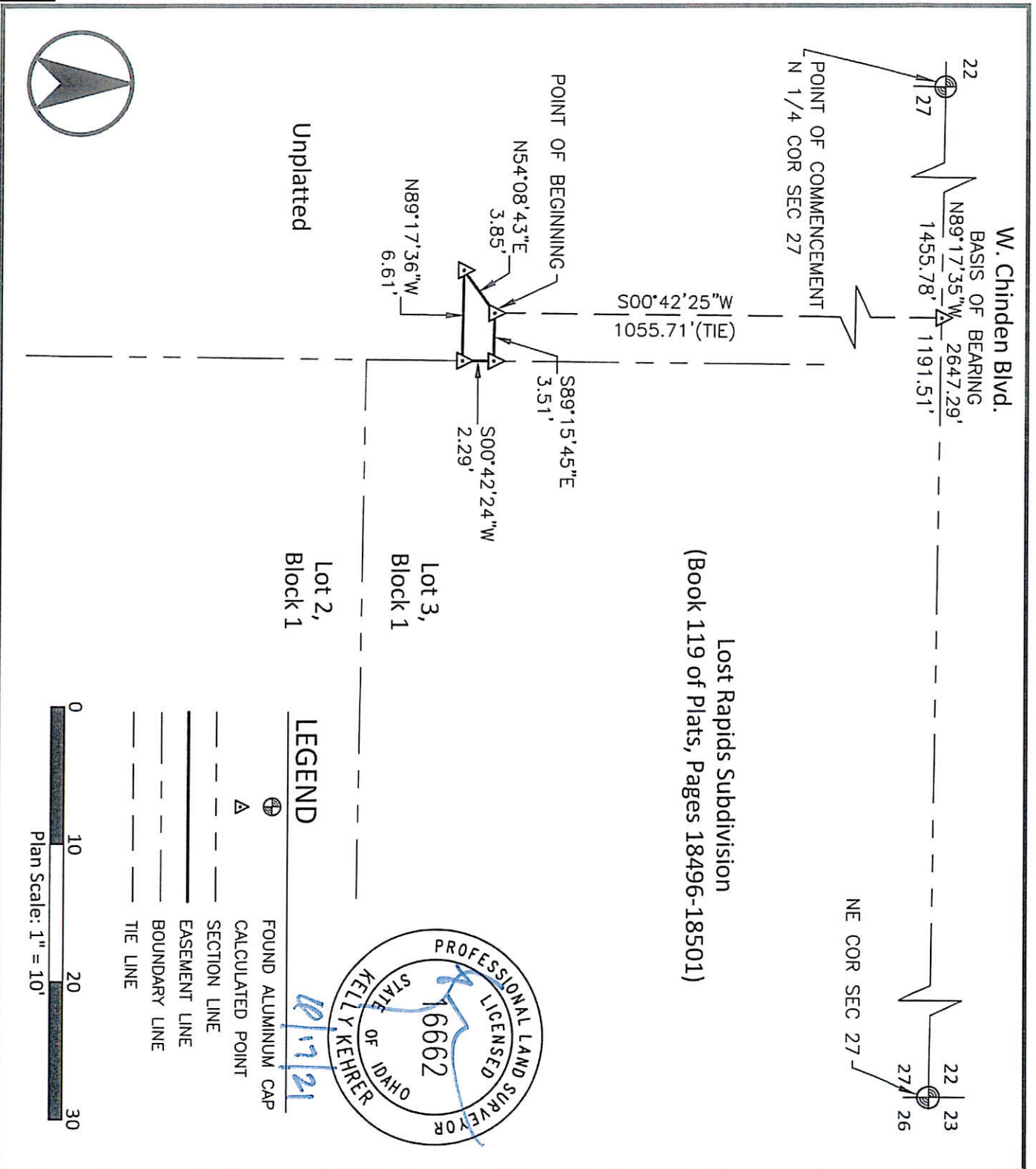
Said parcel contains 12 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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

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



6/17/21



LEGEND

- FOUND ALUMINUM CAP
- CALCULATED POINT
- SECTION LINE
- EASEMENT LINE
- BOUNDARY LINE
- TIE LINE

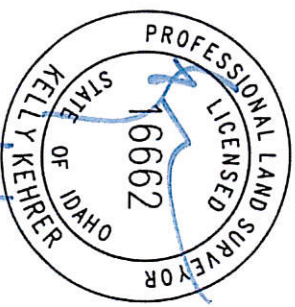


Exhibit B  
City of Meridian Water Easement

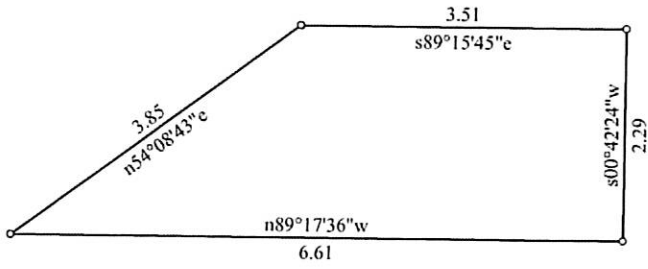
Situated in a portion of the NE 1/4 of the NE 1/4 of Sec. 27, T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho

DATE: June 2021  
PROJECT: 20-145

SHEET: 1 OF 1

**K&M ENGINEERING**  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE: (208) 639-6939  
kmengrlp.com

Item #3.



Title:		Date: 06-17-2021
Scale: 1 inch = 2 feet	File:	
Tract 1: 0.000 Acres: 12 Sq Feet: Closure = s78.1109e 0.01 Feet: Precision = 1/2097: Perimeter = 16 Feet		
001=s89.1545e 3.51	003=n89.1736w 6.61	
002=s00.4224w 2.29	004=n54.0843e 3.85	



## AGENDA ITEM

**ITEM TOPIC:** Idaho Central Credit Union - Ten Mile Branch Water Main Easement No. 1

<p><b>Project Name (Subdivision):</b>          Idaho Central Credit Union - Ten Mile Branch</p> <hr/> <p><b>Water Main Easement Number:</b> <u>1</u>          Identify this Easement by sequential number if Project contains more than one Water Main easement.          ( See Instructions for additional information).</p>
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**WATER MAIN EASEMENT**

THIS Easement Agreement, made this 6th day of July, 2021 between Idaho Central Credit Union (“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 7-6-2021

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 7-6-2021

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

This record was acknowledged before me on 7-6-2021 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2022



**EXHIBIT A**  
**Legal Description**  
**City of Meridian Water Easement**  
**ICCU – Ten Mile and Franklin Parcel**

An easement covering a portion of Lot 9, Block 2 of TM Creek Subdivision No. 2 as shown in Book 112 of Plats on Pages 16402 thru 16407, records of Ada County, Idaho, located in the NW ¼ of the NW ¼ of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the NW ¼, from which an Aluminum Cap monument marking the southwest corner of the NW ¼ of said Section 14 bears S 0°33'33" W a distance of 2658.39 feet;

Thence S 0°33'33" W along the westerly boundary of said NW ¼ of the NW ¼ a distance of 392.01 feet to a point;

Thence leaving said westerly boundary S 89°26'50" E a distance of 48.00 feet to a 5/8 inch diameter rebar marking the southwest corner of said Lot 9;

Thence continuing S 89°26'50" E along the southerly boundary of said Lot 9 a distance of 148.39 feet to a point;

Thence leaving said boundary N 0°00'00" E a distance of 25.50 feet to a point on the northerly boundary of an existing Ingress/Egress, Public Utilities and Emergency Access Easement per Instrument No. 2015-104241, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence leaving said existing easement boundary and continuing N 0°00'00" E a distance of 94.24 feet to a point;

Thence S 90°00'00" E a distance of 10.00 feet to a point;

Thence S 0°00'00" W a distance of 84.19 feet to a point;

Thence S 90°00'00" E a distance of 6.91 feet to a point;

Thence S 0°00'00" W a distance of 10.22 feet to a point on the northerly boundary of said existing easement per Instrument No. 2015-104241;

Thence N 89°26'50" W along said existing easement boundary a distance of 16.91 feet to the **POINT OF BEGINNING**.

This easement contains 1,013 square feet (0.023 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
May 27, 2021

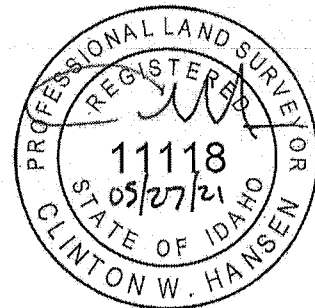
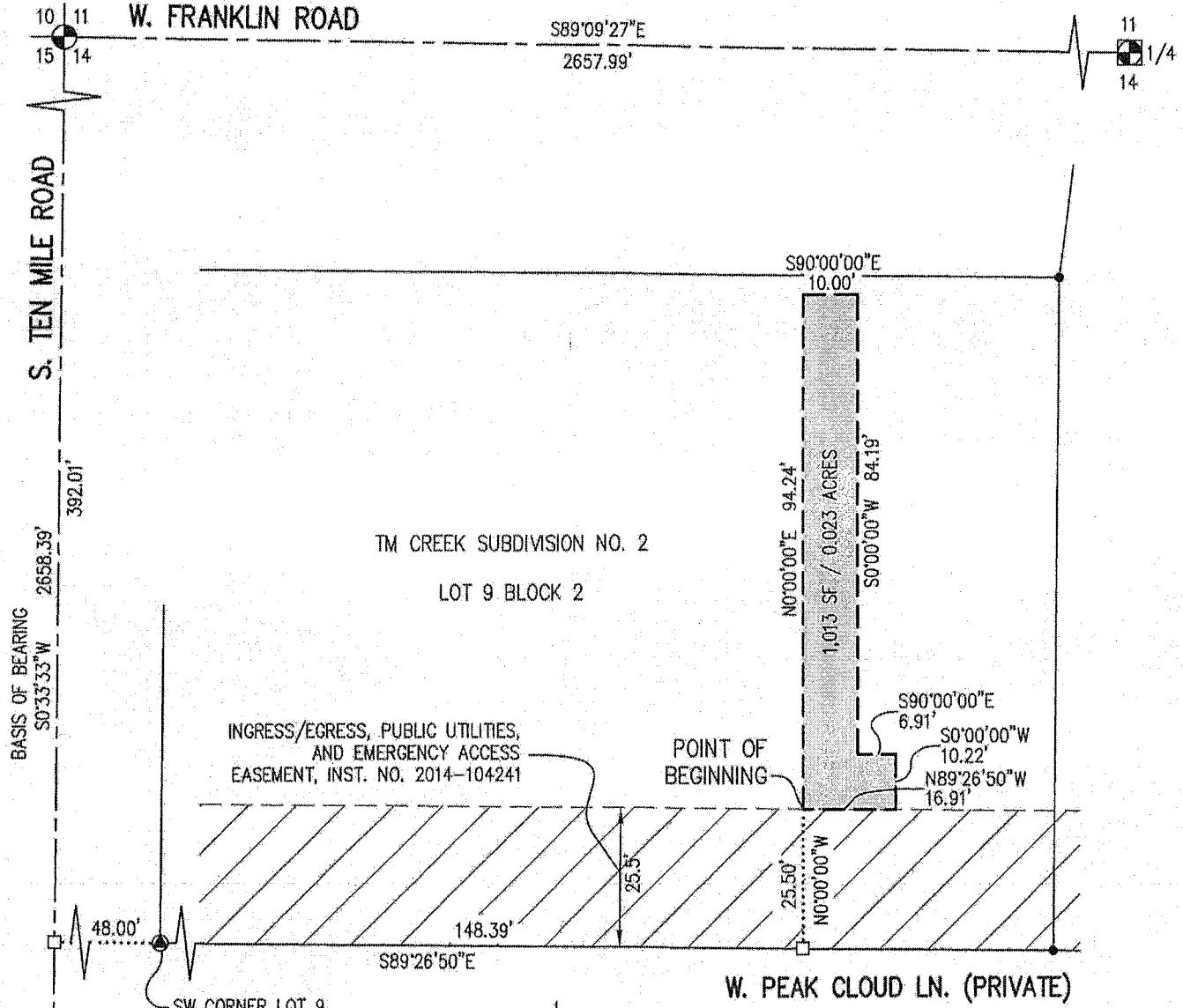


EXHIBIT B

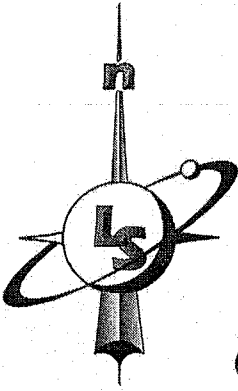
# CITY OF MERIDIAN WATER EASEMENT

## ICCU TEN MILE AND FRANKLIN PARCEL

LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 14, T.3N., R.1W., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



BASIS OF BEARING  
S0°33'33\"W



**LandSolutions**  
Land Surveying and Consulting

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



## AGENDA ITEM

**ITEM TOPIC:** Impressive East Ridge Subdivision No. 2 Sanitary Sewer Easement No. 1

**Project Name (Subdivision):**  
 Impressive East Ridge Subdivision No. 2

---

**Sanitary Sewer Easement Number:** 1

Identify this Easement by sequential number if Project contains more than one sanitary sewer easement.  
 ( See Instructions for additional information).

**SANITARY SEWER EASEMENT**

THIS Easement Agreement, made this 6th day of July , 2021, between C4 Land LLC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer 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 7-6-2021

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 7-6-2021

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

This record was acknowledged before me on 7-6-2021 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2022



# Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

## EXHIBIT A May 12, 2021

### Offsite Sanitary Sewer Easement Description

**BASIS OF BEARINGS** for this description is N. 89°59'28" W. between the 5/8" rebar illegible cap marking the E1/16 corner common to Sections 32 and 5, and the brass cap marking the S1/4 corner of Section 32, both in T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho.

A parcel of land located in the SW1/4 of the SE1/4 of Section 32, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the S1/4 corner of said Section 32;

Thence N. 0°08'57" E., coincident with the west line of said SW1/4 of the SE1/4 of Section 32, a distance of 529.62 feet;

Thence leaving said line, S. 89°59'28" E., 113.90 feet to the **POINT OF BEGINNING**;

Thence N. 0°00'32" E., 233.07 feet;

Thence N. 45°00'32" E., 34.42 feet;

Thence S. 89°59'28" E., 175.84 feet;

Thence N. 0°00'32" E., 111.00 feet;

Thence S. 89°59'28" E., 20.00 feet;

Thence S. 0°00'32" W., 131.00 feet;

Thence N. 89°59'28" W., 187.56 feet;

Thence S. 45°00'32" W., 15.85 feet;

Thence S. 0°00'32" W., 204.79 feet;

Thence S. 89°59'28" E., 126.37 feet;

Thence S. 0°00'32" W., 20.00 feet;

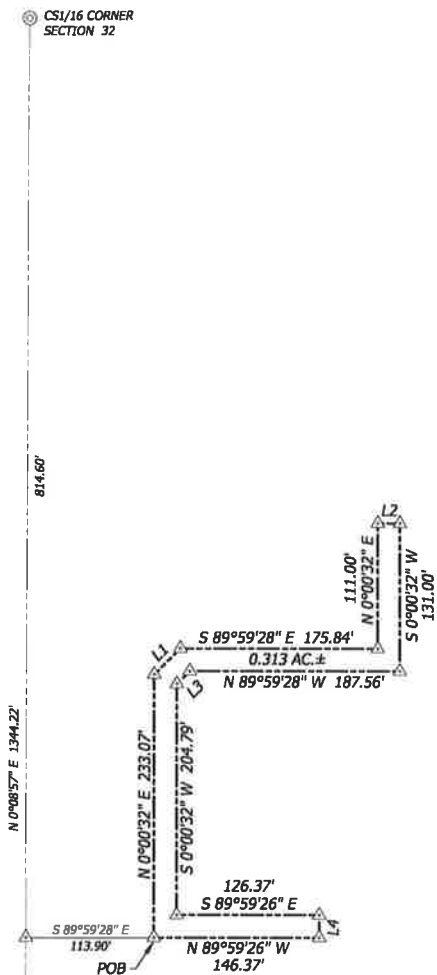
Thence N. 89°59'28" W., 146.37 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.313 acres more or less.



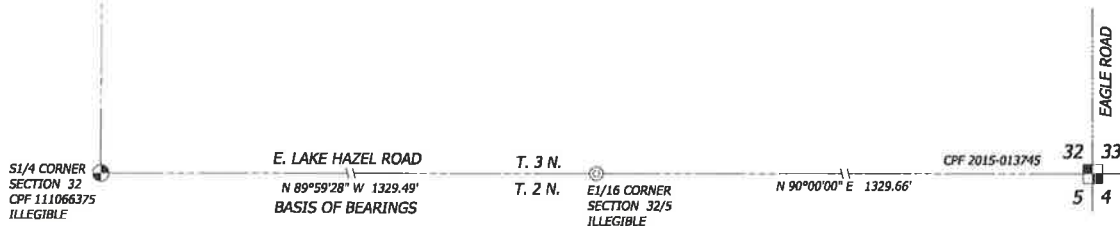
EXHIBIT B

Item #5.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°00'32" E	32.42'
L2	S 89°59'28" E	20.00'
L3	S 45°00'32" W	15.85'
L4	S 00°00'32" W	20.00'



PROJECT:  
**IMPRESSIVE EAST RIDGE  
 PHASE 2 OFFSITE  
 SANITARY SEWER EASEMENT  
 B.M., CITY OF MERIDIAN,  
 ADA COUNTY, IDAHO**

OWNER/DEVELOPER:  
**CMG**  
 DATE: **5/2020**



2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 P: (208) 398-8104  
 F: (208) 398-8105  
 WWW.SAWTOOTHLS.COM

DWG #  
**19116-EX**  
 PROJECT#  
**19116**  
 SHEET  
**1 OF 1**





## AGENDA ITEM

**ITEM TOPIC:** Impressive East Ridge Subdivision No. 2 Sanitary Sewer and Water Main Easement No. 1

<p><b><u>Project Name (Subdivision):</u></b>          Impressive East Ridge Subdivision No. 2</p> <p><b><u>Sanitary Sewer &amp; Water Main Easement Number:</u></b>          No. 1</p> <p>Identify this Easement by sequential number if Project contains more than one easement of this type.          (See Instructions for additional information).</p>
--

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 6th day of July 20 21 between G20 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.



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 7-6-2021

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 7-6-2021

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on 7-6-2021 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2022



Sawtooth Land Surveying, LLC  
P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

**EXHIBIT A**  
May 4, 2021  
Sanitary Sewer and Water Easement Description

**BASIS OF BEARINGS** for this description is N. 89°59'28" W. between the 5/8" rebar illegible cap marking the E1/16 corner common to Sections 32 and 5, and the brass cap marking the S1/4 corner of Section 32, both in T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho.

A parcel of land located in the SW1/4 of the SE1/4 of Section 32, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the S1/4 corner of said Section 32;

Thence N. 0°08'57" E., coincident with the west line of said SW1/4 of the SE1/4 of Section 32, a distance of 529.62 feet;

Thence leaving said line, S. 89°59'28" E., 240.27 feet to the **POINT OF BEGINNING**;

Thence N. 0°00'32" E., 30.00 feet;

Thence S. 89°59'28" E., 425.62 feet and the beginning of a tangent curve;

Thence 82.33 feet along the arc of a curve to the right, with a central angle of 40°18'57", a radius of 117.00 feet, subtended by a chord bearing S. 69°49'59" E., 80.64 feet;

Thence S. 49°40'31" E., 50.15 feet;

Thence N. 40°19'29" E., 15.12 feet and the beginning of a tangent curve;

Thence 61.22 feet along the arc of curve to the left, with a central angle of 40°18'57", a radius of 87.00 feet, subtended by a chord bearing N. 20°10'01" E., 59.96 feet;

Thence N. 0°00'32" E., 19.42 feet;

Thence S. 89°59'28" E., 30.00 feet;

Thence S. 0°00'32" W., 19.42 feet and the beginning of a tangent curve;

Thence 82.33 feet along the arc of a curve to the right, with a central angle of 40°18'57", a radius of 117.00 feet, subtended by a chord bearing S. 20°10'01" W., 80.64 feet;

Thence S. 40°19'29" W., 72.60 feet;

Thence N. 49°40'31" W., 30.00 feet;

Thence N. 40°19'29" E., 27.48 feet;

Thence N. 49°40'31" W., 50.15 feet and the beginning of a tangent curve;

Thence 61.22 feet along the arc of a curve to the left, with a central angle of 40°18'57", a radius of 87.00 feet, subtended by a chord bearing N. 69°49'59" W., 59.96 feet;

Thence N. 89°59'28" W., 287.99 feet;

Thence S. 0°00'32" W., 314.62 feet;

Thence S. 89°59'28" E., 116.94 feet and the beginning of a tangent curve;

Thence 71.97 feet along the arc of a curve to the left, with a central angle of 49°41'03", a radius of 83.00 feet, subtended by a chord bearing N. 65°10'01" E., 69.74 feet;

Thence S. 49°40'31" E., 30.00 feet and the beginning of a non-tangent curve;

Thence 97.99 feet along the arc of a curve to the right, with a central angle of 49°41'03", a radius of 113.00 feet, subtended by a chord bearing S. 65°10'01" W., 94.95 feet;

Thence N. 89°59'28" W., 345.44 feet;

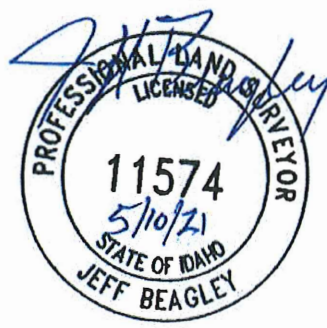
Thence N. 0°00'32" E., 30.00 feet;

Thence S. 89°59'28" E., 198.50 feet;

Thence N. 0°00'32" E., 314.62 feet;

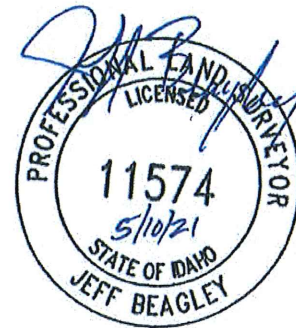
Thence N. 89°59'28" W., 107.63 feet to the **POINT OF BEGINNING.**

The above described parcel contains 1.003 acres more or less.



Item #6.

EXHIBIT B

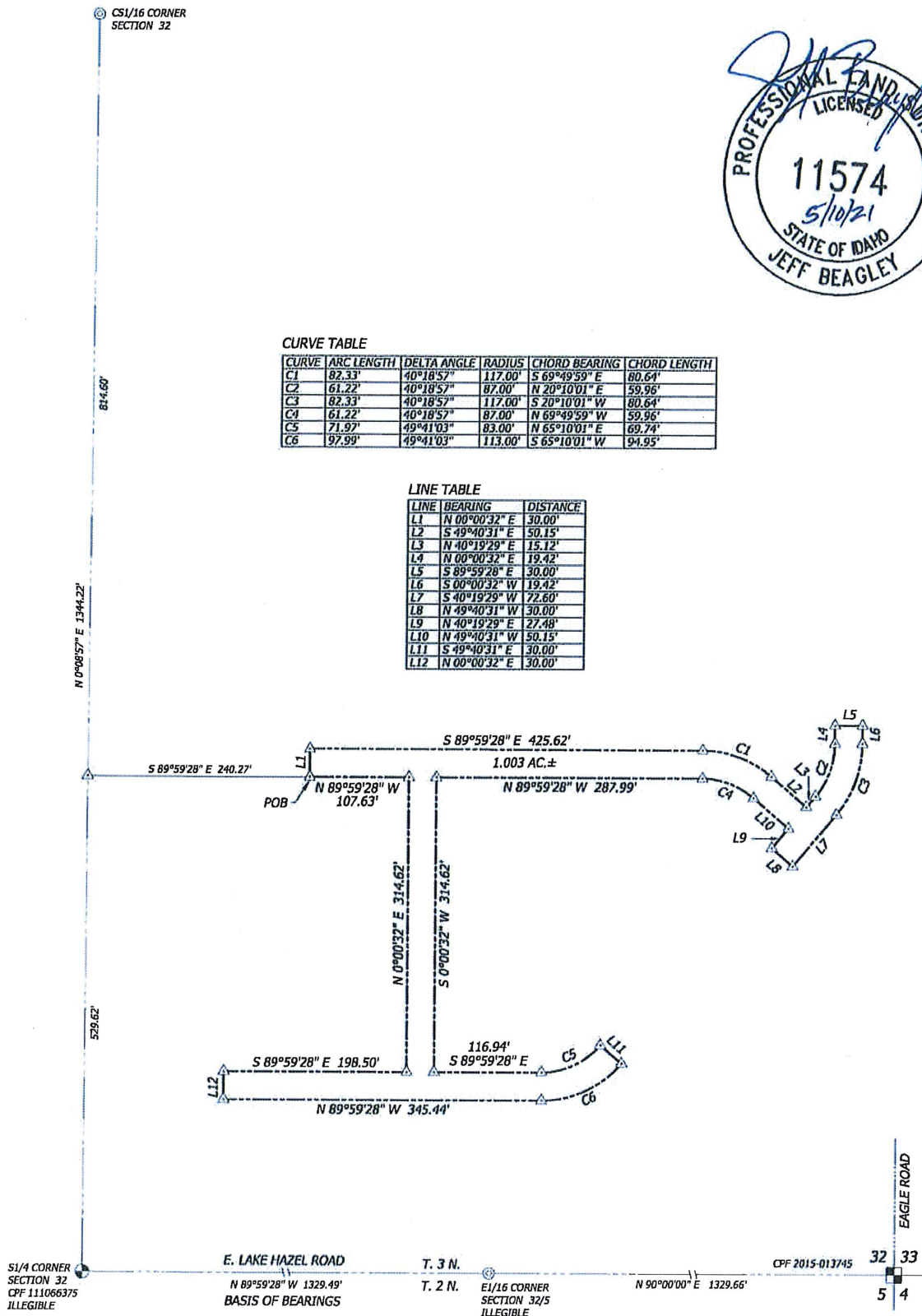


CURVE TABLE

CURVE	ARC LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH
C1	82.33'	40°18'57"	117.00'	S 69°49'59" E	80.64'
C2	61.22'	40°18'57"	87.00'	N 20°10'01" E	59.96'
C3	82.33'	40°18'57"	117.00'	S 20°10'01" W	80.64'
C4	61.22'	40°18'57"	87.00'	N 69°49'59" W	59.96'
C5	71.97'	49°41'03"	83.00'	N 65°10'01" E	69.74'
C6	97.99'	49°41'03"	113.00'	S 65°10'01" W	94.95'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°00'32" E	30.00'
L2	S 49°40'31" E	50.15'
L3	N 40°19'29" E	15.12'
L4	N 00°00'32" E	19.42'
L5	S 89°59'28" E	30.00'
L6	S 00°00'32" W	19.42'
L7	S 40°19'29" W	72.60'
L8	N 49°40'31" W	30.00'
L9	N 40°19'29" E	27.48'
L10	N 49°40'31" W	50.15'
L11	S 49°40'31" E	30.00'
L12	N 00°00'32" E	30.00'



PROJECT:  
**IMPRESSIVE EAST RIDGE  
 PHASE 2  
 SANITARY SEWER  
 AND WATER EASEMENT  
 B.M., CITY OF MERIDIAN,  
 ADA COUNTY, IDAHO**

OWNER/DEVELOPER:

CMG

DATE: 5/2020



2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 P: (208) 398-8104  
 F: (208) 398-8105

WWW.SAWTOOTHLS.COM

DWG #  
**19116-EX**  
 PROJECT#  
**19116**  
 SHEET  
**1 OF 1**





## AGENDA ITEM

**ITEM TOPIC:** Impressive East Ridge Subdivision No. 2 Water Main Easement No. 1



**Project Name (Subdivision):**  
 Impressive East Ridge Subdivision No. 2

---

**Water Main Easement Number:** No. 1  
 Identify this Easement by sequential number if Project contains more than one Water Main easement.  
 ( See Instructions for additional information).

**WATER MAIN EASEMENT**

THIS Easement Agreement, made this 6th day of July , 2021 between G20LLC (“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     7-6-2021

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk     7-6-2021

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

This record was acknowledged before me on 7-6-2021 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2022



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

EXHIBIT A  
May 4, 2021

Water Easement Description

**BASIS OF BEARINGS** for this description is N. 89°59'28" W. between the 5/8" rebar illegible cap marking the E1/16 corner common to Sections 32 and 5, and the brass cap marking the S1/4 corner of Section 32, both in T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho.

A parcel of land located in the SW1/4 of the SE1/4 of Section 32, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the S1/4 corner of said Section 32;

Thence N. 0°08'57" E., coincident with the west line of said SW1/4 of the SE1/4 of Section 32, a distance of 237.83 feet;

Thence leaving said line, S. 89°59'28" E., 566.47 feet to the **POINT OF BEGINNING**;

Thence N. 40°19'29" E., 280.46 feet;

Thence S. 49°40'31" E., 20.00 feet;

Thence S. 40°19'29" W., 280.46 feet;

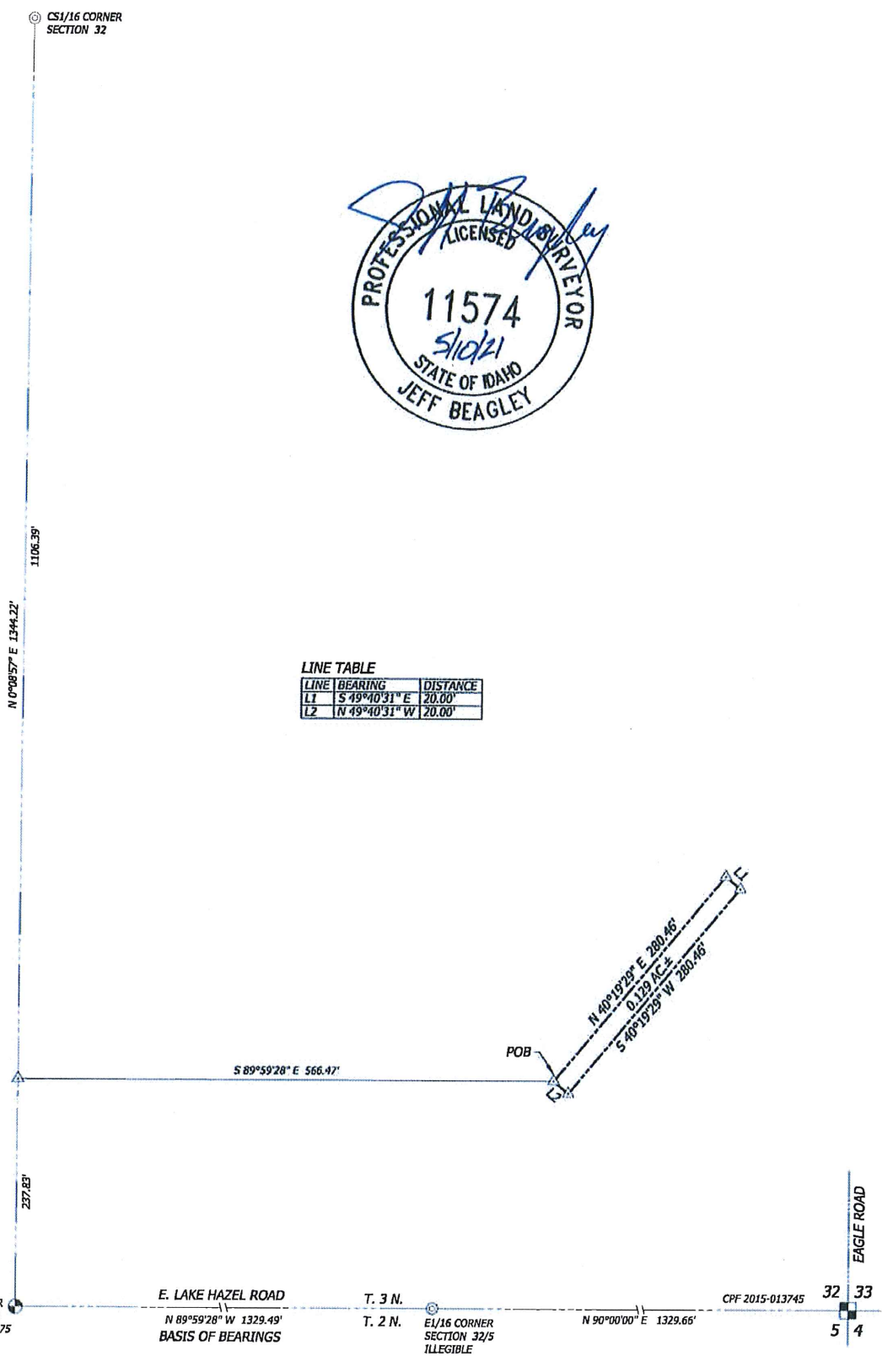
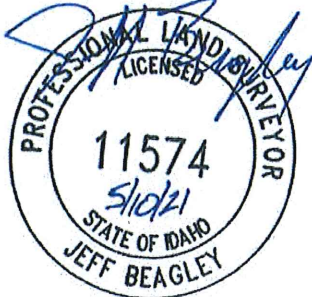
Thence N. 49°40'31" W., 20.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.129 acres more or less.



EXHIBIT B

Item #7.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 49°40'31\" E	20.00'
L2	N 49°40'31\" W	20.00'

PROJECT:  
**IMPRESSIVE EAST RIDGE  
 PHASE 2  
 WATER EASEMENT**  
 B.M., CITY OF MERIDIAN,  
 ADA COUNTY, IDAHO

OWNER/DEVELOPER:  
  
**CMG**  
 DATE: **5/2020**



2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 P: (208) 398-8104  
 F: (208) 398-8105  
 WWW.SAWTOOTHLS.COM

DWG #  
**19116-EX**  
 PROJECT#  
**19116**  
 SHEET  
**1 OF 1**



## AGENDA ITEM

**ITEM TOPIC:** Lost Rapids Subdivision Water Main Easement No. 2

<p><b>Project Name (Subdivision):</b>          Lost Rapids Subdivision</p> <hr/> <p><b>Water Main Easement Number:</b> <u>2</u>  <small>Identify this Easement by sequential number if Project contains more than one Water Main easement.          ( See Instructions for additional information).</small></p>
---

**WATER MAIN EASEMENT**

THIS Easement Agreement, made this 23<sup>rd</sup> day of June, 2021 between Costco Wholesale Corporation, a Washington corporation (“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 7-6-2021

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 7-6-2021

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

This record was acknowledged before me on 7-6-2021 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2022

June 17, 2021  
Lost Rapids Townhomes  
Project No. 17-192  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Water Easement over a portion of Lot 3, Block 1 of Lost Rapids Subdivision (Book 119 of Plats, Pages 18,496-18,501) situated in the Northeast 1/4 of the Northeast 1/4 of Section 27, 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 aluminum cap marking the North 1/4 corner of said Section 27, which bears N89°17'35"W a distance of 2,647.29 feet from a found aluminum cap marking the Northeast corner of said Section 27, thence following the northerly line of said Section 27, S89°17'35"E a distance of 1,536.88 feet;

Thence leaving said northerly line, S00°42'25"W a distance of 1,055.75 feet to the **POINT OF BEGINNING**.

Thence S65°08'20"E a distance of 22.74 feet to the southerly line of said Lot 3, Block 1;

Thence following said southerly line, N89°15'45"W a distance of 98.34 feet to the Southwest corner of said Lot 3, Block 1;

Thence leaving said southerly line and following the westerly subdivision boundary line of said Lost Rapids Subdivision, N00°42'24"E a distance of 9.29 feet;

Thence leaving said westerly subdivision boundary line, S89°15'45"E a distance of 77.59 feet to the **POINT OF BEGINNING**.

Said parcel contains 817 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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

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



6/17/21

Item #8.



W. Lost Rapids Dr.



Lost Rapids Subdivision  
(Book 119 of Plats, Pages 18496-18501)

Lot 2,  
Block 1

Lot 3,  
Block 1



**LEGEND**

- ⊕ FOUND ALUMINUM CAP
- △ CALCULATED POINT
- SECTION LINE
- - - EASEMENT LINE
- - - BOUNDARY LINE
- - - TIE LINE

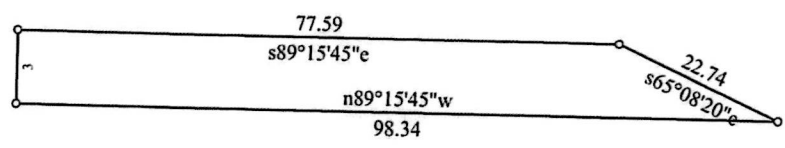


**Exhibit B - City of Meridian Water Easement  
Lost Rapids Townhomes**

Situated in a portion of the NE 1/4 of the NE 1/4 of Sec. 27,  
T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho

DATE: June 2021  
PROJECT: 17-192  
SHEET: 1 OF 1

Item #8.



Title:		Date: 06-17-2021
Scale: 1 inch = 25 feet	File:	
Tract 1: 0.019 Acres: 817 Sq Feet: Closure = n14.3101e 0.00 Feet: Precision = 1/50628: Perimeter = 208 Feet 001=s65.0820e 22.74                      003=n00.4224e 9.29 002=n89.1545w 98.34                      004=s89.1545e 77.59		



## AGENDA ITEM

**ITEM TOPIC:** Millbrae Subdivision Pedestrian Pathway Easement No. 1

**Project Name (Subdivision):**

MILLBRAE SUBDIVISION /PATHWAY EASEMENT NO 1

**PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this 6<sup>th</sup> day of July, 2021, between CHALLENGER DEVELOPMENT INC, hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

THE GRANTOR 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 the Grantor shall repair and maintain the pathway improvements.

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





GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 7-6-2021

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 7-6-2021

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

This record was acknowledged before me on 7-6-2021 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2022



**EXHIBIT \_\_**  
**DESCRIPTION FOR**  
**CITY OF MERIDIAN PATHWAY EASEMENT**  
**MILLBRAE SUBDIVISION**

A portion of the SE 1/4 of the SE 1/4 of Section 4, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

**EASEMENT A1:**

Commencing at the SE corner of said Section 4 from which the S1/4 corner of said Section 4 bears North 89°17'17" West, 2,650.06 feet;

thence along the South boundary line of said Section 4 North 89°17'17" West, 62.00 feet;

thence leaving said South boundary line North 00°37'45" East, 78.17 feet to a point on the North right-of-way line of W. Cherry Lane, said point also being the **REAL POINT OF BEGINNING**;

thence continuing North 00°37'45" East, 411.95 feet;

thence South 44°24'17" East, 19.79 feet to a point on the West right-of-way line of N. Black Cat Rd;

thence along said West right-of-way line South 00°37'45" West, 385.05 feet to a point on the North right-of-way line of W. Cherry Lane;

thence along said North right-of-way line and 19.12 feet along the arc of a non-tangent curve to the right, said curve having a radius of 66.00 feet, a central angle of 16°35'46" and a long chord which bears South 47°55'38" West, 19.05 feet to the **REAL POINT OF BEGINNING**.

**EASEMENT A2:**

Commencing at the SE corner of said Section 4 from which the S1/4 corner of said Section 4 bears North 89°17'17" West, 2,650.06 feet;

thence along the South boundary line of said Section 4 North 89°17'17" West, 656.83 feet;

thence leaving said South boundary line North 00°37'45" East, 48.00 feet to a point on the North right-of-way line of W. Cherry Lane, said point also being the **REAL POINT OF BEGINNING**;

thence continuing North 00°37'45" East, 14.00 feet;

**EXHIBIT A**  
**DESCRIPTION FOR**  
**CITY OF MERIDIAN PATHWAY EASEMENT**  
**MILLBRAE SUBDIVISION**

A portion of the SE 1/4 of the SE 1/4 of Section 4, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

**EASEMENT A1:**

Commencing at the SE corner of said Section 4 from which the S1/4 corner of said Section 4 bears North 89°17'17" West, 2,650.06 feet;

thence along the South boundary line of said Section 4 North 89°17'17" West, 62.00 feet;

thence leaving said South boundary line North 00°37'45" East, 78.17 feet to a point on the North right-of-way line of W. Cherry Lane, said point also being the **REAL POINT OF BEGINNING**;

thence continuing North 00°37'45" East, 411.95 feet;

thence South 44°24'17" East, 19.79 feet to a point on the West right-of-way line of N. Black Cat Rd;

thence along said West right-of-way line South 00°37'45" West, 385.05 feet to a point on the North right-of-way line of W. Cherry Lane;

thence along said North right-of-way line and 19.12 feet along the arc of a non-tangent curve to the right, said curve having a radius of 66.00 feet, a central angle of 16°35'46" and a long chord which bears South 47°55'38" West, 19.05 feet to the **REAL POINT OF BEGINNING**.

**EASEMENT A2:**

Commencing at the SE corner of said Section 4 from which the S1/4 corner of said Section 4 bears North 89°17'17" West, 2,650.06 feet;

thence along the South boundary line of said Section 4 North 89°17'17" West, 656.83 feet;

thence leaving said South boundary line North 00°37'45" East, 48.00 feet to a point on the North right-of-way line of W. Cherry Lane, said point also being the **REAL POINT OF BEGINNING**;

thence continuing North 00°37'45" East, 14.00 feet;

thence South 89°17'17" East, 546.34 feet to a point on the North right-of-way line of W. Cherry Lane;

thence along said North right-of-way line for the following 2 courses and distances:

thence 129.33 feet along the arc of a non-tangent curve to the right, said curve having a radius of 595.00 feet, a central angle of 12°27'13" and a long chord which bears South 84°29'07" West, 129.07 feet;

thence North 89°17'17" West, 418.01 feet to the **REAL POINT OF BEGINNING**.

**EASEMENT A3:**

Commencing at the SE corner of said Section 4 from which the S1/4 corner of said Section 4 bears North 89°17'17" West, 2,650.06 feet;

thence along the East boundary line of said Section 4 North 00°37'45" East, 653.28 feet;

thence leaving said East boundary line North 89°26'20" West, 48.00 feet to a point on the West right-of-way line of N. Black Cat Rd., point also being the **REAL POINT OF BEGINNING**;

thence along said West right-of-way line South 00°37'45" West, 90.00 feet;

thence leaving said West right-of-way line South 45°35'43" West, 19.81 feet;

thence North 00°37'45" East, 104.00 feet;

thence South 89°26'20" East, 14.00 feet to the **REAL POINT OF BEGINNING**.







## AGENDA ITEM

**ITEM TOPIC:** Final Order for Aegean Estates No. 3 (FP-2021-0031) by Engineering Solutions, LLP, Located at 4306 N. McDermott Rd.

**BEFORE THE MERIDIAN CITY COUNCIL**

**HEARING DATE: JUNE 22, 2021  
ORDER APPROVAL DATE: JULY 6, 2021**

**IN THE MATTER OF THE )  
REQUEST FOR FINAL PLAT )  
CONSISTING OF 57 BUILDING )  
LOTS AND 4 COMMON LOTS ON )  
15.32 ACRES OF LAND IN THE R-4 )  
AND R-8 ZONING DISTRICTS FOR )  
AEGEAN ESTATES SUBDIVISION )  
NO. 3 )  
)  
**BY: ENGINEERING SOLUTIONS, )  
LLC )  
APPLICANT )**  
\_\_\_\_\_ )**

**CASE NO. FP-2021-0031  
ORDER OF CONDITIONAL  
APPROVAL OF FINAL PLAT**

This matter coming before the City Council on June 22, 2021 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 AEGEAN ESTATES SUBDIVISION NO. 3, LOCATED IN THE S ½ OF THE NW ¼ OF SECTION 33, TOWNSHIP 4N., RANGE 1W., B.M., MERIDIAN, ADA COUNTY, IDAHO, 2021,  
HANDWRITTEN DATE: 04/14/21, by CLINTON W. HANSEN, PLS, SHEET 1

OF 3,” is conditionally approved subject to those conditions of Staff as set forth in the staff report to the Mayor and City Council from the Planning and Development Services divisions of the Community Development Department dated June 22, 2021, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein.

2. The final plat upon which there is contained the certification and signature of the City Clerk and the City Engineer verifying that the plat meets the City’s requirements shall be signed only at such time as:

- 2.1 The plat dimensions are approved by the City Engineer; and
- 2.2 The City Engineer has verified that all off-site improvements are completed and/or the appropriate letter of credit or cash surety has been issued guaranteeing the completion of off-site and required on-site improvements.

**NOTICE OF FINAL ACTION**

**AND RIGHT TO REGULATORY TAKINGS ANALYSIS**

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

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

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

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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



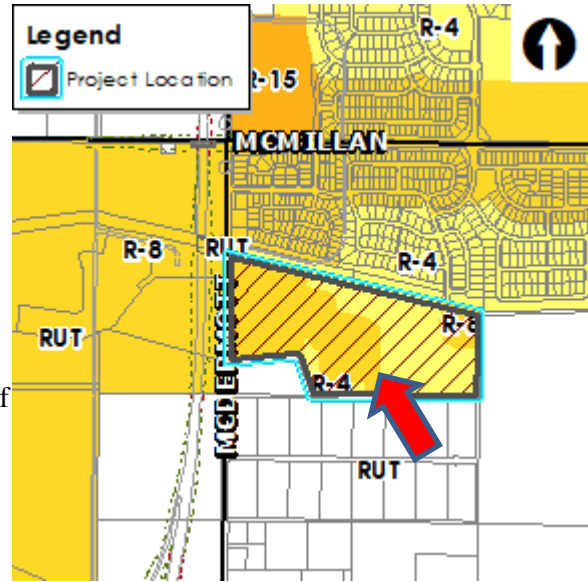
HEARING DATE: 6/22/2021

TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner  
208-884-5533

SUBJECT: FP-2021-0031  
Aegean Estates No. 3

LOCATION: 4306 N. McDermott Rd., in the NW ¼ of Section 33, Township 4N., Range 1W.



### I. PROJECT DESCRIPTION

Final plat consisting of 57 buildable lots and 4 common lots on 15.32-acres of land in the R-4 and R-8 zoning districts.

### II. APPLICANT INFORMATION

- A. Applicant:  
Shari Stiles, Engineering Solutions, LLP – 1029 N. Rosario St., Ste. 100, Meridian, ID 83642
- B. Owner:  
Endurance Holdings, LLC – 1977 E. Overland Rd., Meridian, ID 83642
- C. Representative:  
Same as Applicant

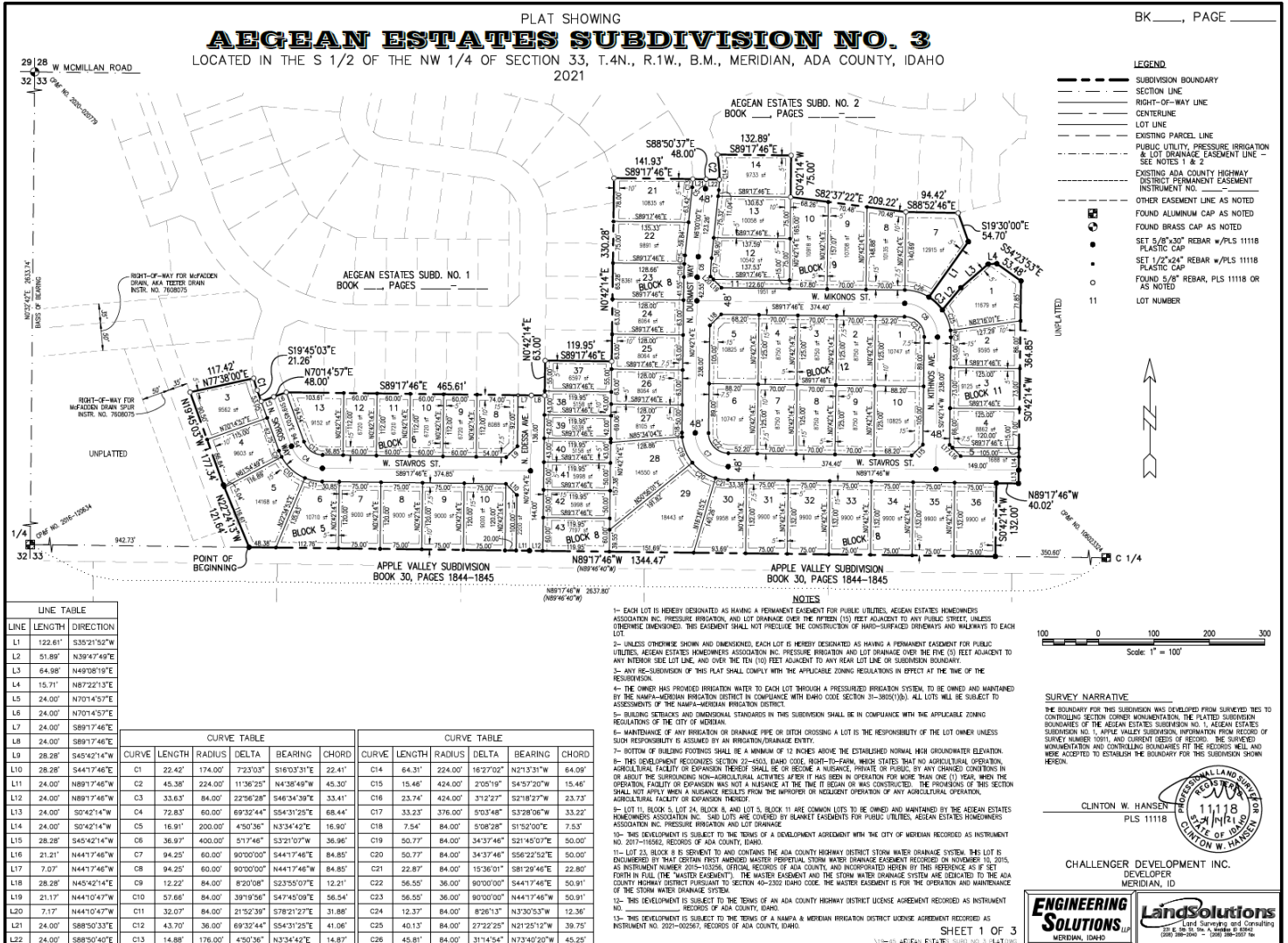
### III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat (H-2017-0114) in accord with the requirements listed in UDC 11-6B-3C.2.

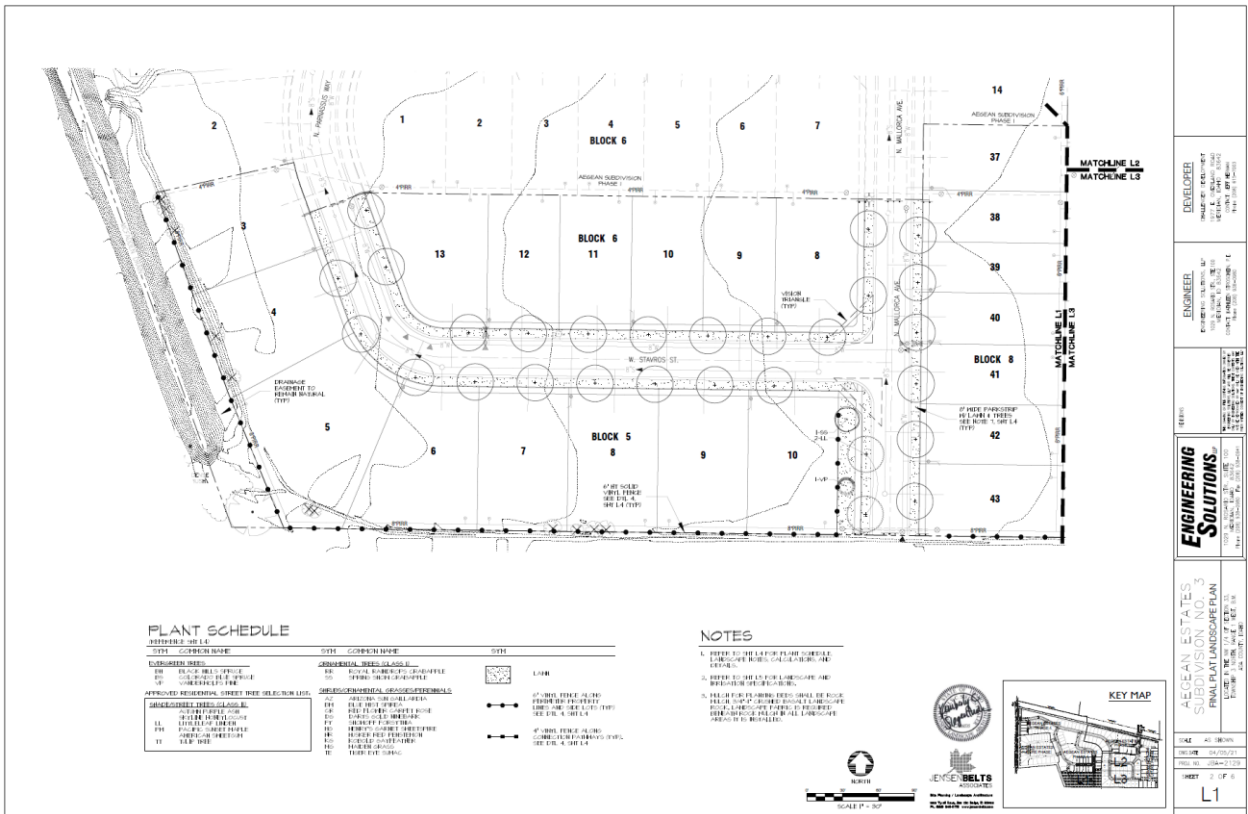
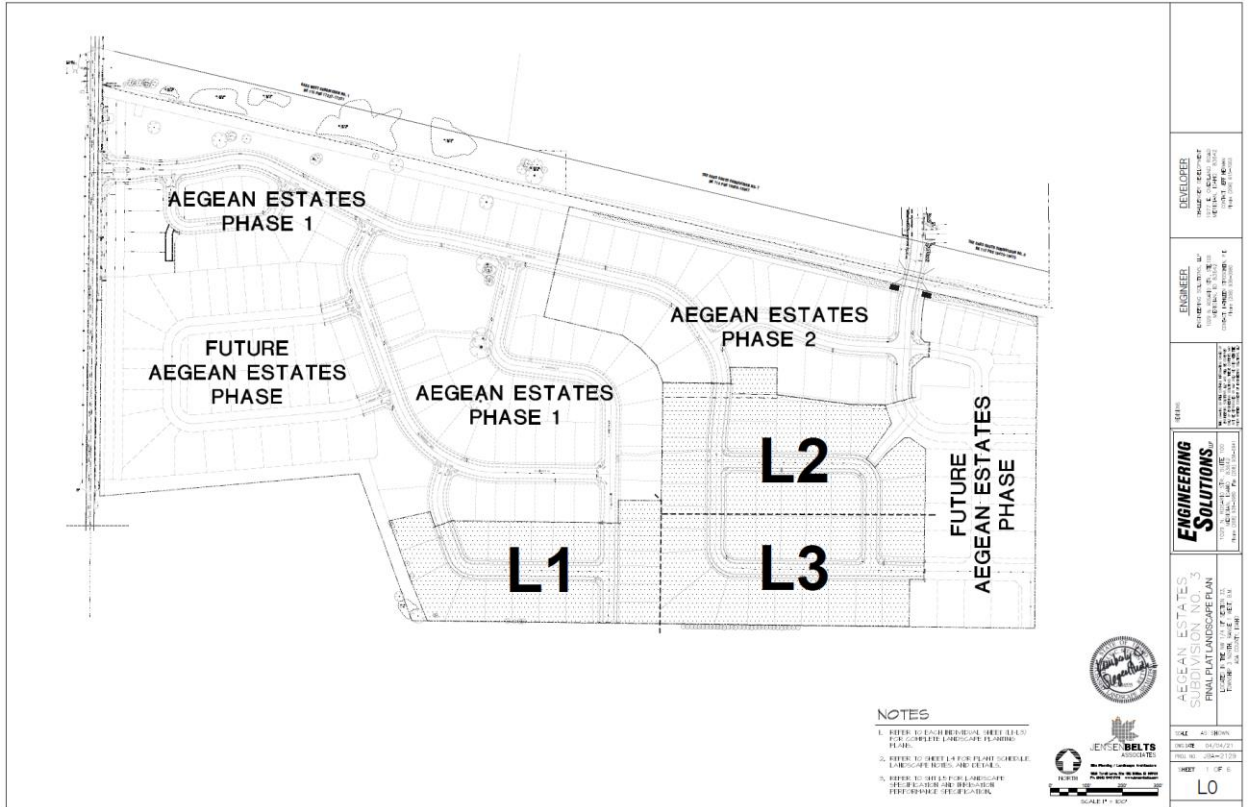
In order for the proposed final plat to be deemed in substantial compliance with the approved preliminary plat as set forth in UDC 11-6B-3C.2, the number of buildable lots cannot increase and the amount of common area cannot decrease. Staff has reviewed the proposed plat and the number of buildable lots did not increase and the amount of common open space increased slightly. Therefore,



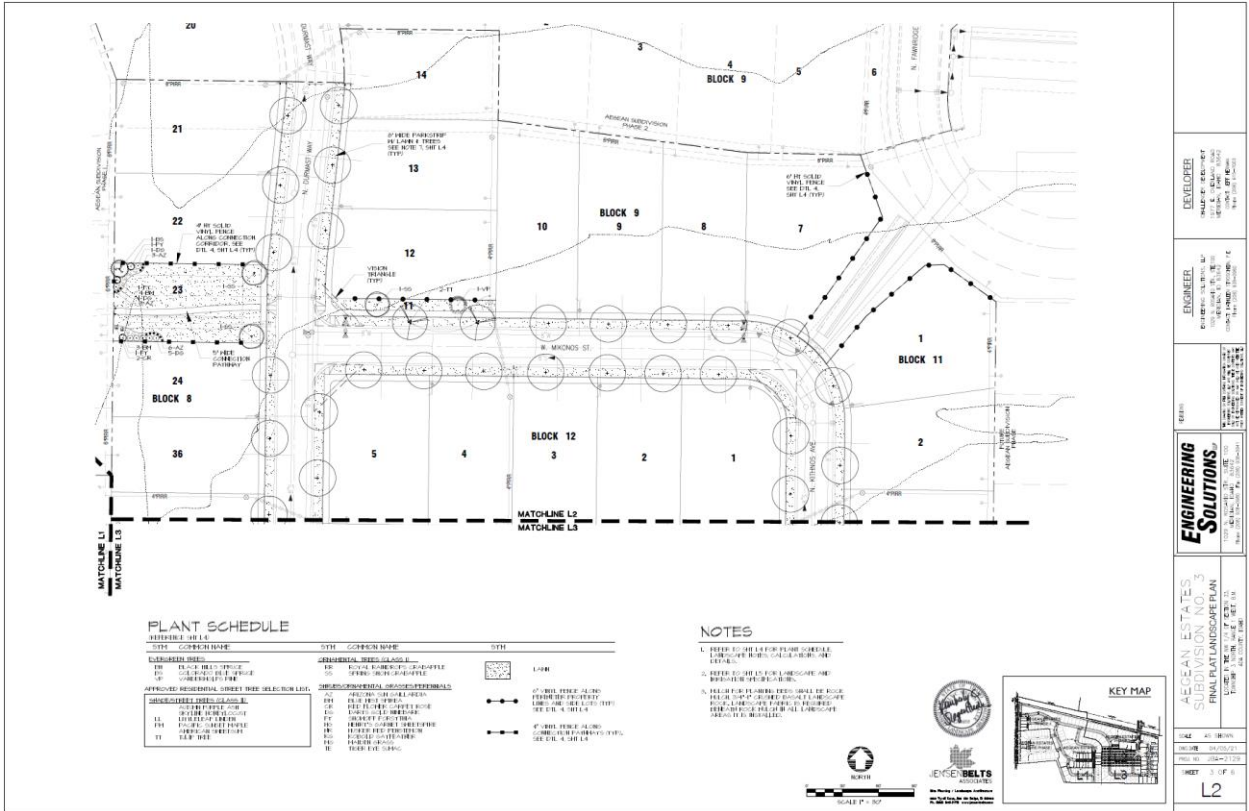
B. Final Plat (dated: 4/14/21)



C. Landscape Plan (dated: 04/05/2021)

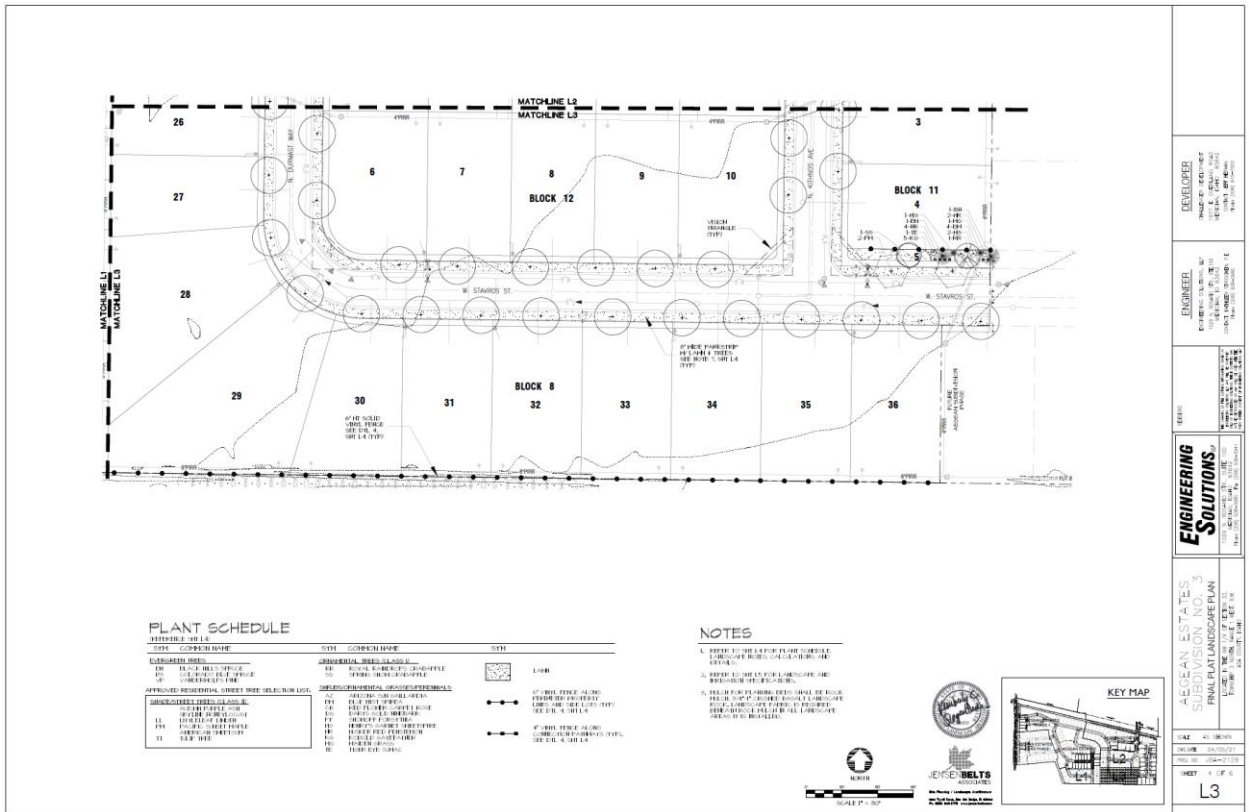






DEVELOPER: [Name]  
 ENGINEER: [Name]  
**ENGINEERING SOLUTIONS**  
 1000 W. 10th Street, Suite 100, Lincoln, NE 68502  
 (402) 441-1111  
 www.ESolutions.com

SCALE: AS SHOWN  
 SHEET: 3 OF 6  
 DATE: 08/20/21



DEVELOPER: [Name]  
 ENGINEER: [Name]  
**ENGINEERING SOLUTIONS**  
 1000 W. 10th Street, Suite 100, Lincoln, NE 68502  
 (402) 441-1111  
 www.ESolutions.com

SCALE: AS SHOWN  
 SHEET: 4 OF 6  
 DATE: 08/20/21



- e. Depict a minimum 15-foot wide common lot with a minimum 5-foot wide pathway within Block 8 for future pedestrian connectivity to the south in order to comply with the block face standards listed in UDC 11-6C-3F.3a.

*A copy of the revised plat shall be submitted for City Engineer signature.*

5. The landscape plan prepared by Jensen Belts Assoc., dated 04/5/2021, included in Section V.C, shall be revised as follows:
  - a. Depict a minimum 15-foot wide common lot with a minimum 5-foot wide pathway within Block 8 for future pedestrian connectivity to the south in order to comply with the block face standards listed in UDC 11-6C-3F.3a.
  - b. Depict a *mix* of trees and shrubs within the landscape strips along all pathways in accord with UDC [11-3B-12C.2](#).
6. 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.
7. All fencing shall comply with the standards of UDC 11-3A-7C.
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. The street light plan submitted with the construction plans appear to meet city requirements based on a preliminary review. The type 1 streetlights on McDermott need to be placed over McDermott Road, and not the entry road.

### **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](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 existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9 4 8 contact the City of Meridian Water Department at (208)888-5242 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources.
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 Oaks North Subdivision No. 10 (FP-2021-0035) by Toll Southwest, LLC, Generally Located at 6180 W. McMillan Rd.

**BEFORE THE MERIDIAN CITY COUNCIL**

**HEARING DATE: JUNE 22, 2021  
ORDER APPROVAL DATE: JULY 6, 2021**

**IN THE MATTER OF THE )  
REQUEST FOR FINAL PLAT )  
CONSISTING OF 54 BUILDING )  
LOTS AND 11 COMMON LOTS ON )  
15 ACRES OF LAND IN THE R-4 & )  
R-8 ZONING DISTRICTS FOR )  
OAKS NORTH SUBDIVISION NO. )  
10. )  
)  
**BY: TOLL SOUTHWEST, LLC )  
APPLICANT )**  
\_\_\_\_\_)  
)  
)**

**CASE NO. FP-2021-0035  
ORDER OF CONDITIONAL  
APPROVAL OF FINAL PLAT**

This matter coming before the City Council on June 22, 2021 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 OAKS NORTH SUBDIVISION NO. 10, LOCATED IN THE SW ¼ OF SECTION 28, TOWNSHIP 4N, RANGE 1W, BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO, 2021, HANDWRITTEN DATE: 05/12/21, by Clinton W. Hansen, PLS, SHEET 1 OF

4,” is conditionally approved subject to those conditions of Staff as set forth in the staff report to the Mayor and City Council from the Planning and Development Services divisions of the Community Development Department dated June 22, 2021, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein, and the response letter from Sabrina Durtschi, a true and correct copy of which is attached hereto marked “Exhibit B” and by this reference incorporated herein.

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

**NOTICE OF FINAL ACTION**

**AND RIGHT TO REGULATORY TAKINGS ANALYSIS**

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

**Please take notice** that this is a final action of the governing body of the City of Meridian, pursuant to Idaho Code § 67-6521. An affected person being a person who has an interest in real property which may be adversely affected by this decision may, within twenty-eight (28) days after the date of this decision and order, seek a judicial review pursuant to Idaho Code § 67-52.

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By:

\_\_\_\_\_  
Robert Simison  
Mayor, City of Meridian

Attest:

\_\_\_\_\_  
Chris Johnson  
City Clerk

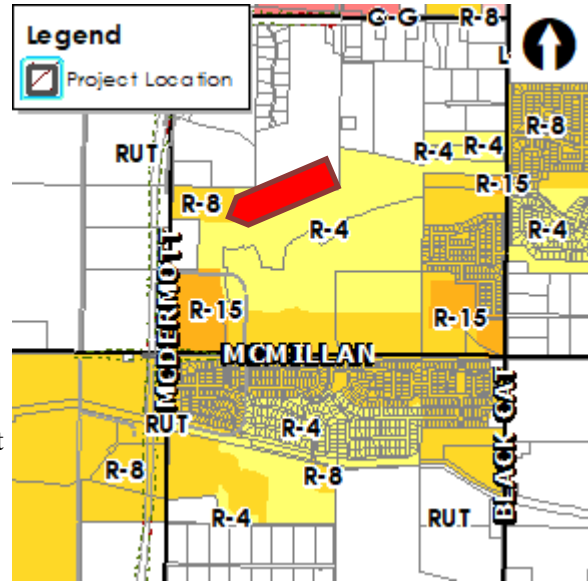
Copy served upon the Applicant, Planning and Development Services Divisions of the Community Development Department and City Attorney.

By: \_\_\_\_\_ Dated: \_\_\_\_\_

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 6/22/2021  
TO: Mayor & City Council  
FROM: Joseph Dodson, Associate Planner  
208-884-5533  
SUBJECT: FP-2021-0035  
Oaks North No. 10  
LOCATION: Generally located 1/2 mile north of the half-mile mark of W. McMillan Road between McDermott Road and Black Cat Road, in the SW 1/4 of the NE 1/4 of Section 28, T.4N., R.1W.



**I. PROJECT DESCRIPTION**

Final plat consisting of 54 building lots and 11 common lots on 15 acres of land in the R-4 and R-8 zoning districts.

**II. APPLICANT INFORMATION**

- A. Applicant/Owner:  
Toll Southwest, LLC – 3101 W. Sheryl Drive, Suite 100, Meridian, ID 83642
- B. Representative:  
Sabrina Durtschi, Toll Brothers – 3103 W. Sheryl Drive, Meridian, ID 83642

**III. STAFF ANALYSIS**

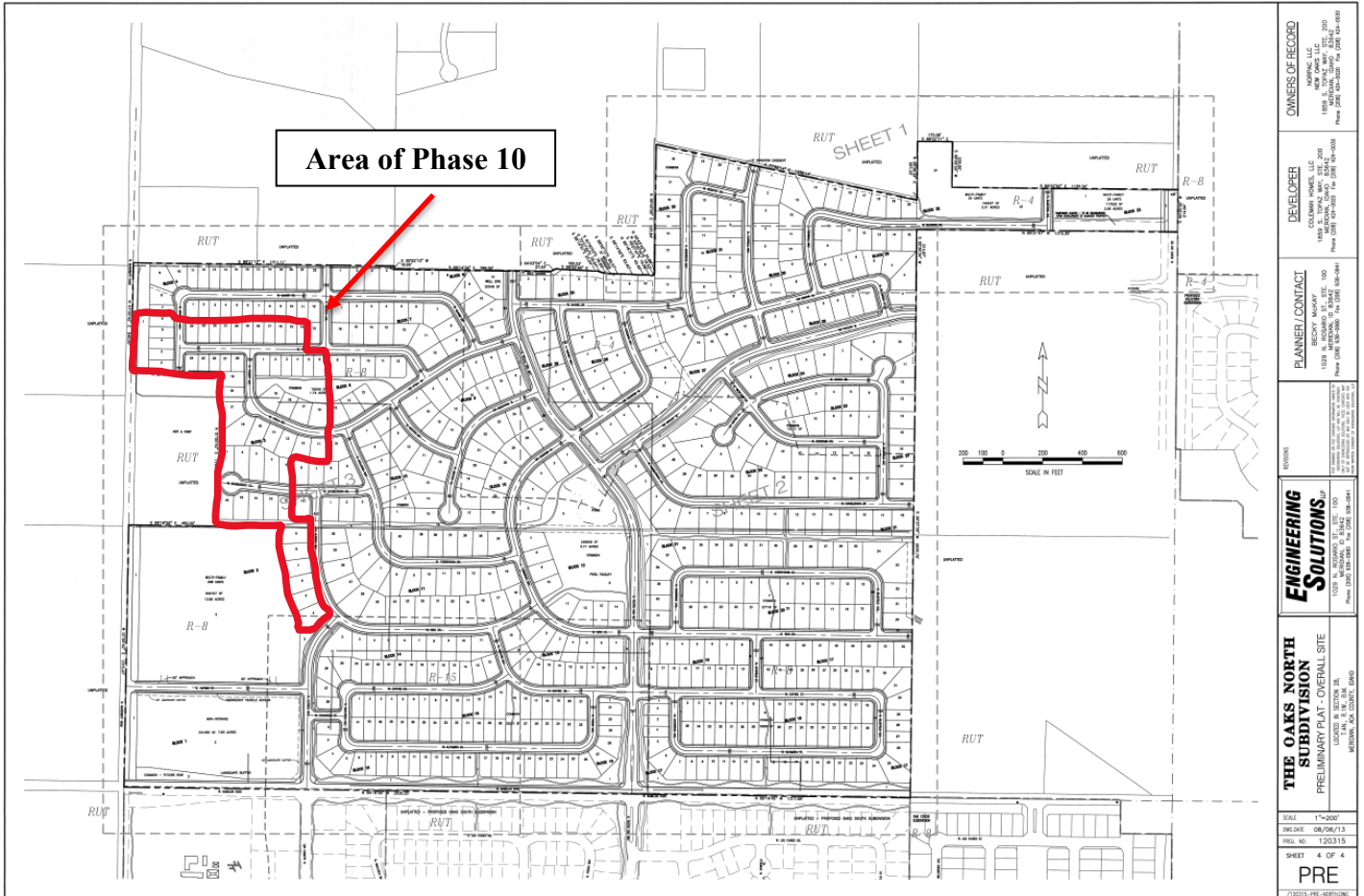
Staff has reviewed the proposed final plat for substantial compliance with the preliminary plat as required by UDC 11-6B-3C.2. This is the tenth phase of development of the Oaks North Subdivision. **The submitted final plat shows three (3) less buildable lots than were approved in the preliminary plat;** the same number of common lots and amount of open space is proposed as were approved in the preliminary plat. Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

**IV. DECISION**

- A. Staff:  
Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report.

V. EXHIBITS

A. Preliminary Plat (date: 8/6/2013)

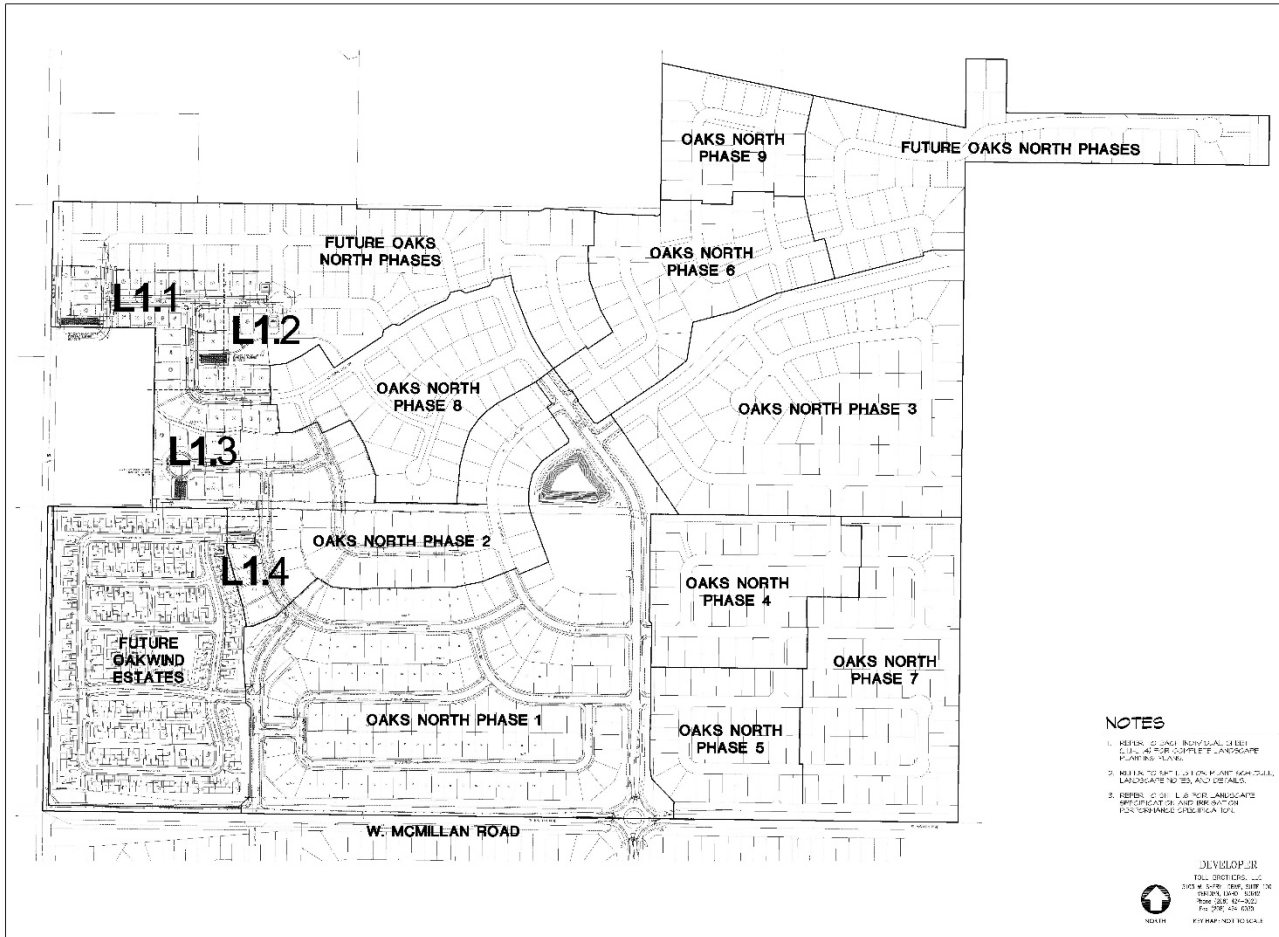








C. Landscape Plans (date: 5/14/2021)



- NOTES**
1. REFER TO EACH INDIVIDUAL SHEET FOR ALL NECESSARY LANDSCAPE PLAN AND PLANS.
  2. REFER TO EACH INDIVIDUAL SHEET FOR ALL NECESSARY LANDSCAPE PLAN AND PLANS.
  3. REFER TO EACH INDIVIDUAL SHEET FOR ALL NECESSARY LANDSCAPE PLAN AND PLANS.

DEVELOPER:  
 1000 E. 10th St., Ste. 100  
 Boise, ID 83702  
 Tel: 208-333-1111  
 Fax: 208-333-1112

Issue	Description	Date
01	PROJ. NAME	4.22.21
 <b>JENSEN BELTZ ASSOCIATES</b> 876 Flamingo Landscape Architecture 1008 10th St., Ste. 100 Boise, ID 83702 Ph: (208) 343-7775 www.jensenbeltz.com		

**OAKS NORTH NO. 10**  
 MERIDIAN, IDAHO  
 FINAL PLAT LANDSCAPE PLAN

Job Number: 2104

Drawn: Checked  
 JBN HCS  
 Scale: AS SHOWN  
 Sheet Title:  
**OVERALL LANDSCAPE PLAN**

Sheet Number:  
**L1.0**  
 1 of 7 Sheets







**PLANT SCHEDULE**

SYM	COMMON NAME	SCIENTIFIC NAME	SIZE
01	EMERALD GREEN	PLATANUS OCCIDENTALIS	10" DBH
02	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH
03	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH
04	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH
05	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH
06	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH
07	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH
08	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH
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49	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH
50	WESTERN RED CEDAR	LIBODENDRUM BICOLOR	10" DBH

**LANDSCAPE CALCULATIONS**

LANDSCAPE	DEPTH (FEET)	WIDTH (FEET)	VOLUME (CUBIC FEET)	PROVIDE
4" DEEP MULCH	4"	100' x 100'	4000	40000
6" DEEP MULCH	6"	100' x 100'	6000	60000
8" DEEP MULCH	8"	100' x 100'	8000	80000
10" DEEP MULCH	10"	100' x 100'	10000	100000
12" DEEP MULCH	12"	100' x 100'	12000	120000
14" DEEP MULCH	14"	100' x 100'	14000	140000
16" DEEP MULCH	16"	100' x 100'	16000	160000
18" DEEP MULCH	18"	100' x 100'	18000	180000
20" DEEP MULCH	20"	100' x 100'	20000	200000
22" DEEP MULCH	22"	100' x 100'	22000	220000
24" DEEP MULCH	24"	100' x 100'	24000	240000
26" DEEP MULCH	26"	100' x 100'	26000	260000
28" DEEP MULCH	28"	100' x 100'	28000	280000
30" DEEP MULCH	30"	100' x 100'	30000	300000

**NOTES**

1. ALL PLANTING SHALL BE IN ACCORDANCE WITH CITY OF SPOKANE ORDINANCES.
2. REFER TO THE SITE PLAN AND LAYOUT FOR PLANTING SCHEDULES AND SPECIFICATIONS.
3. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE ORDINANCES.
4. LANDSCAPE DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE ORDINANCES.
5. PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE ORDINANCES.
6. THE LANDSCAPE DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE ORDINANCES.
7. THE LANDSCAPE DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE ORDINANCES.
8. THE LANDSCAPE DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE ORDINANCES.
9. THE LANDSCAPE DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE ORDINANCES.
10. THE LANDSCAPE DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE ORDINANCES.

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 (AZ-13-008, RZ-13-015, DA Inst. No. 114030972; PP-13-014).
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of the City Engineer's signature on the previous phase final plat, in accord with UDC 11-6B-7 in order for the preliminary plat to remain valid or a time extension may be requested.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat shown in Section V.B prepared by Land Solutions, stamped on 05/12/21 by Clinton W. Hansen, is approved with the following revisions:
  - a. Note #12: Include recorded instrument number.
5. The landscape plan shown in Section V.C prepared by Jensen Belts Associates, dated 02/23/21, is approved with the following revision:
  - a. Include at least one tree along the micro-path within Lot 11, Block 15 per UDC 11-3B-12.
6. Future homes constructed in this phase shall comply with the elevations included in the development agreement (Oaks North and South Subdivision – Inst. No. 114030972) with materials and architectural features to be the same or higher quality as shown in the elevations.

7. Prior to the issuance of any new building permit, the property shall be subdivided in accordance with the UDC.
8. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Sue Prescott, at 887-1620 for more information.
9. 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. Run all 10" diameter sewer mains at the minimum slope (0.28%) to allow serviceability to and through this project.
2. A Type 1 streetlight is required on McDermott Road at the North property boundary.

### 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

## EXHIBIT A

- 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](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-foot wide for a single utility, or 30-foot 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.



**Joseph Dodson**

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**From:** Sabrina Durtschi <sdurtschi@tollbrothers.com>  
**Sent:** Thursday, June 24, 2021 4:06 PM  
**To:** Joseph Dodson  
**Subject:** RE: Oaks North No. 10 Final Plat

**External Sender - Please use caution with links or attachments.**

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Thanks Joe.

We are in agreement with Oaks North No. 10 staff report, please proceed with the findings.

Sabrina

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**From:** Joseph Dodson <jdodson@meridiancity.org>  
**Sent:** Thursday, June 24, 2021 3:21 PM  
**To:** Sabrina Durtschi <sdurtschi@tollbrothers.com>  
**Subject:** RE: Oaks North No. 10 Final Plat

Hi Sabrina,

I did get your email about discussing Oaks North and will call you tomorrow morning on that one, I promise. Secondly, could you provide me with an email stating you are in agreement with the Oaks North No. 10 staff report so I can have that ready for the required Order due next Tuesday?

Thank you!

**Joseph Dodson | Current Associate Planner**  
City of Meridian | Community Development  
33 E. Broadway Ave., Meridian, Idaho 83642  
Phone: 208.884.5533 |



*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.*

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**From:** Sabrina Durtschi <[sdurtschi@tollbrothers.com](mailto:sdurtschi@tollbrothers.com)>  
**Sent:** Wednesday, June 16, 2021 3:34 PM  
**To:** Joseph Dodson <[jdodson@meridiancity.org](mailto:jdodson@meridiancity.org)>  
**Subject:** RE: Oaks North No. 10 Final Plat

**External Sender - Please use caution with links or attachments.**

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Thanks Joe! No problem, I will have our team review the report and let you and the clerk know if we are not in agreement.



## AGENDA ITEM

**ITEM TOPIC:** Findings of Fact, Conclusions of Law for Prevail North Subdivision (H-2021-0021) by Schultz Development, LLC, Located at 5150 S. Meridian Rd.

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



**In the Matter of the Request for Annexation & Zoning of 5.63 acres of land with an R-8 zoning district and a preliminary plat consisting of 18 single-family residential lots and 3 common lots on 5.25 acres of land, by Matthew Schultz, Schultz Development, LLC.**

**Case No(s). H-2021-0021**

**For the City Council Hearing Date of: June 22, 2021 (Findings on July 6, 2021)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of June 22, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 22, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 22, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 22, 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 June 22, 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 and Zoning and Preliminary Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of June 22, 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. 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 June 22, 2021.

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

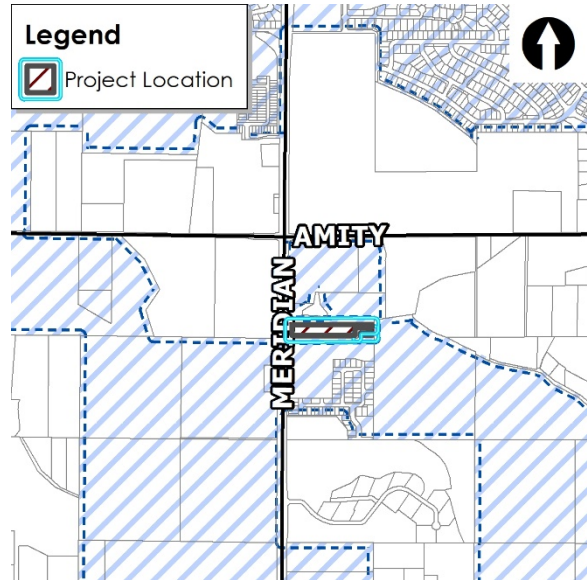
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
City Clerk's Office

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 6/22/2021  
 TO: Mayor & City Council  
 FROM: Joe Dodson, Associate Planner  
 208-884-5533  
 SUBJECT: H-2021-0021  
 Prevail North Subdivision  
 LOCATION: The site is located at 5150 S. Meridian Road, on the east side of Meridian Road and approximately ¼ mile south of E. Amity Road, in the NW ¼ of the NW ¼ of Section 31, Township 3N., Range 1E.



**I. PROJECT DESCRIPTION**

Annexation & Zoning of 5.63 acres of land with an R-8 zoning district and a preliminary plat consisting of 18 single-family residential lots and 3 common lots on 5.25 acres of land.

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details	Page
Acreage	AZ – 5.63; Plat – 5.25 acres	
Future Land Use Designation	Medium Density Residential (3-8 du/ac)	
Existing Land Use(s)	Vacant land	
Proposed Land Use(s)	Detached Single-family Residential	
Lots (# and type; bldg./common)	18 residential building lots	
Phasing Plan (# of phases)	Proposed as one phase (essentially the third phase of the Prevail Subdivision)	
Number of Residential Units	18 single-family units	
Density	Gross – 3.42 du/ac	
Open Space (acres, total [%]/buffer/qualified)	0.83 acres (36,185 square feet), or 15.82% total open space; 0.75 acres, or 14.3% qualified open space	
Amenity	Multi-use Pathway	
Physical Features (waterways, hazards, flood plain, hillside)	Carlson Lateral crosses north property boundary twice. Applicant is proposing to reroute and pipe this lateral. See further analysis in Section V.N.	
Neighborhood meeting date; # of attendees:	March 30, 2021 – No attendees	
History (previous approvals)	N/A	

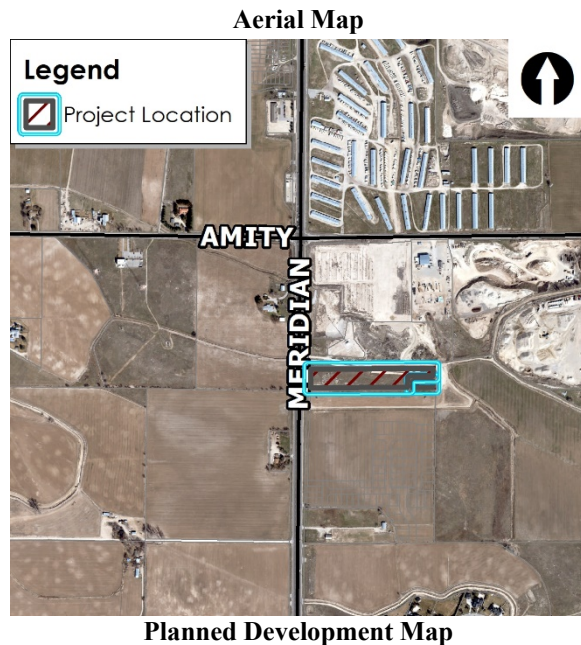
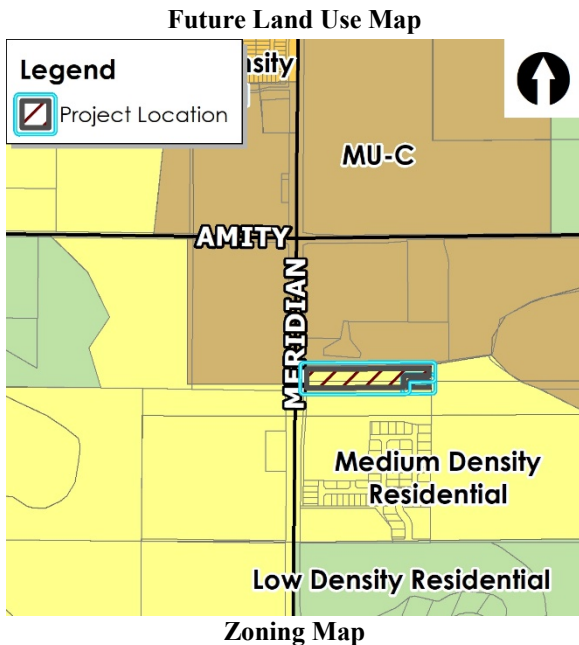
B. Community Metrics

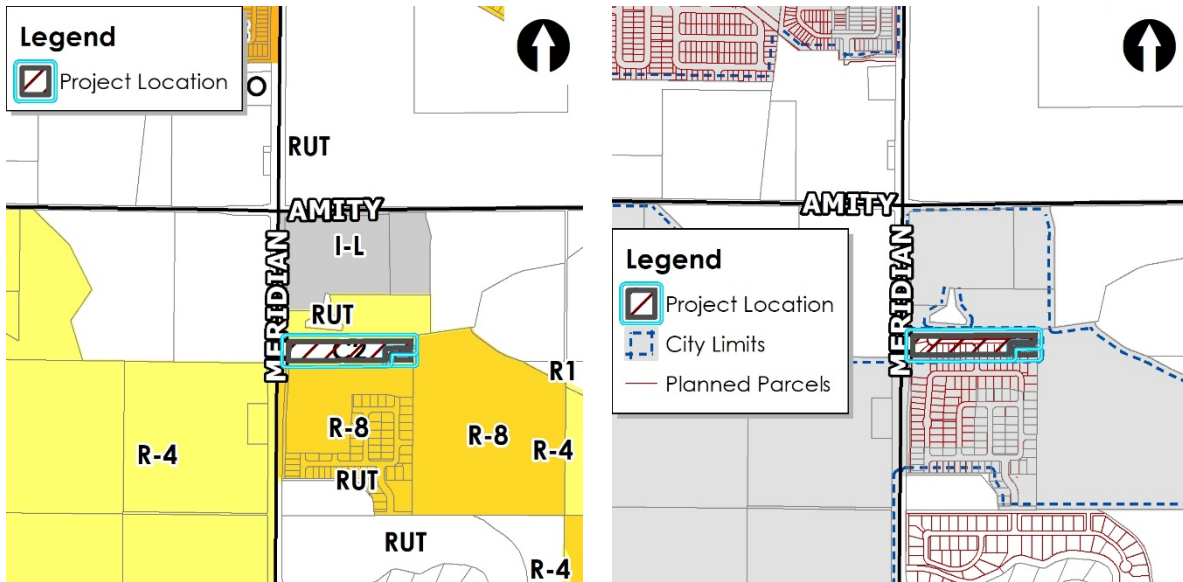
Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	<p>Yes</p> <p>No</p>	
<p>Access (Arterial/Collectors/State Hwy/Local) (Existing and Proposed)</p> <p>Stub Street/Interconnectivity/Cross Access</p>	<p>Access is proposed via extension of an existing local street from Prevail No. 2 to the south. Through Prevail No. 2 and a segment of collector street (Quartz Creek Street), access is then to S. Meridian Road/SH 69.</p> <p>Applicant is proposing internal local streets to end in two cul-de-sacs, one to the east and one to the west. The western cul-de-sac would extend right-of-way to the northern property line for possible future extension through a city owned property. The eastern cul-de-sac is shown with a stub to the east property line for future connectivity to the east.</p>	
Existing Road Network	No	
Existing Arterial Sidewalks / Buffers	No. Applicant will be required to construct the buffer, noise abatement, and detached multi-use pathway segment along Meridian Road/SH 69.	
Proposed Road Improvements	<p>No road improvements are required with this application.</p> <p>CIP/Five Year Work Plan for nearby roads:</p> <ul style="list-style-type: none"> <li>Amity Road is listed in the CIP to be widened to 5-lanes from Meridian Road (SH-69) to Locust Grove Road between 2036 and 2040.</li> <li>Lake Hazel Road is listed in the CIP to 5-lanes from Meridian Road (SH-69) to Locust Grove Road between 2036 and 2040.</li> <li>The intersection of Amity Road and Meridian Road (SH-69) is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes east, and 7-lanes on the west leg, and signalized between 2031 and 2035.</li> <li>The intersection of Lake Hazel Road and Meridian Road (SH-69) is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes on the east, and 7-lanes on the west leg and signalized between 2036 and 2040.</li> </ul>	
Distance to nearest City Park (+ size)	1.8 miles to Discovery Park	
Fire Service		
<ul style="list-style-type: none"> <li>Distance to Fire Station</li> <li>Fire Response Time</li> <li>Resource Reliability</li> <li>Risk Identification</li> <li>Accessibility</li> </ul>	<p>3.1 miles from Fire Station #6 (2.1 miles from proposed new fire station in South Meridian; response time <b>would</b> be approximately 3 minutes from <b>proposed</b> station).</p> <p>A portion of the project lies within the Meridian Fire response time goal of 5 minutes.</p> <p>Fire Station #6 reliability is 87% (above the goal of 80%)</p> <p>Risk Factor 2 – Residential with hazards (open waterway)</p> <ul style="list-style-type: none"> <li>Proposed project meets all required road widths, and turnaround dimensions.</li> <li><b>Emergency access in Prevail No. 2 to the south is meant to be temporary; additional access to the east or north is preferred by the Meridian Fire Department.</b></li> </ul>	
Police Service		
<ul style="list-style-type: none"> <li>Concerns</li> </ul>	None/no comments	
Wastewater		



Description	Details	Page
<ul style="list-style-type: none"> <li>Distance to Sewer Services</li> </ul>	N/A	
<ul style="list-style-type: none"> <li>Sewer Shed</li> </ul>	South Black Cat Trunkshed	
<ul style="list-style-type: none"> <li>Estimated Project Sewer ERU's</li> </ul>	See application	
<ul style="list-style-type: none"> <li>WRRF Declining Balance</li> </ul>	14.09	
<ul style="list-style-type: none"> <li>Project Consistent with WW Master Plan/Facility Plan</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>	<ul style="list-style-type: none"> <li>Flow is committed</li> </ul>	
<b>Water</b>		
<ul style="list-style-type: none"> <li>Distance to Services</li> </ul>	0'	
<ul style="list-style-type: none"> <li>Pressure Zone</li> </ul>	5	
<ul style="list-style-type: none"> <li>Estimated Project Water ERU's</li> </ul>	See application	
<ul style="list-style-type: none"> <li>Water Quality Concerns</li> </ul>	None	
<ul style="list-style-type: none"> <li>Project Consistent with Water Master Plan</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>	<ul style="list-style-type: none"> <li>Water main will need to be installed in S Keyport Ave to connect to the existing water stub from Prevail Sub Phase 2</li> <li>The water main in S Scandia Ave that stubs to the City of Meridian property will need to be discussed with Public Works.</li> </ul>	

C. Project Area Maps





**III. APPLICANT INFORMATION**

**A. Applicant:**

Matt Schultz, Schultz Development, LLC – PO Box 1115, Meridian, ID 83680

**B. Owner:**

Carl Reiterman – 2697 S. Linder Road, Meridian, ID 83642

**C. Representative:**

Same as Applicant

**IV. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Newspaper Notification	4/30/2021	
Radius notification mailed to properties within 500 feet	4/27/2021	
Site Posting	5/7/2021	
Nextdoor posting	4/27/2021	

**V. STAFF ANALYSIS**

**A. Future Land Use Map Designation (<https://www.meridiancity.org/complan>)**

Medium-Density Residential (MDR) – This designation allows for dwelling units at gross densities of three to eight dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

*The subject site is an approximate five (5) acre parcel in between multiple parcels that are already annexed into the City of Meridian. The site to the North is a city owned property reserved for a future well site that currently only has access to Meridian Road. To the South is the 113-lot*

*Prevail Subdivision (approved in 2019) zoned R-8 with a future access to Meridian Road via a collector street, E. Quartz Creek Street, and a temporary emergency-only access to Meridian Road. The Applicant on this application is the same as who received approvals for the Prevail Subdivision to the south therefore making Prevail North a continuation of the already approved Prevail Subdivision.*

*Commensurate with the future land use designation of MDR, the Applicant is proposing Prevail North with a gross density of 3.42 units per acre; therefore, proposing a residential project at the low end of the allowable density. Because this is an extension of the Prevail Subdivision to the south, the Applicant is aligning the proposed lots of Prevail North with those to the south to ensure compatibility of lot sizes. Furthermore, due to the constraints of the site being deep but relatively narrow and having a waterway along the north boundary, the Applicant is only proposing homes along the south boundary of the site.*

*Staff finds the proposed project to be generally consistent with the Comprehensive Plan. Specific Comprehensive Plan policies are discussed and analyzed below.*

*The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. In order to ensure the site develops as proposed with this application, Staff recommends a DA as a provision of annexation with the provisions included in Section VIII.A1. The DA is required to be signed by the property owner(s)/developer and returned to the City within 6 months of the Council granting the annexation for approval by City Council and subsequent recordation. A final plat will not be accepted until the DA is executed and the AZ ordinance is approved by City Council.*

B. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

The applicable Comprehensive Plan policies are cited below with Staff analysis in italics.

*“Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City” (2.01.01G). The proposed project offers a density and site design that mirrors that to the south. Because of the relatively small lot size, strict adherence to this policy is not feasible and not in the best interest of the City when considering the constraint of the city owned property to the north. Staff finds the addition of 18 more lots matching the already approved project to the south as merely an extension of that project.*

*“Establish and maintain levels of service for public facilities and services, including water, sewer, police, transportation, schools, fire, and parks” (3.02.01G). All public utilities are available for this project site due to the existing stubs abutting the site to the south within the right-of-way of the local street, S. Keyport Avenue. This project also lies within the Fire Department response time goal. However, the singular public road access is through the Prevail Subdivision to the south, currently under development. Fire code only allows 30 homes off of one access and with the two projects combined, there will be 135 homes off of this access. This is why, as seen on the plat and in previous approvals, an emergency-only access is required to Meridian Road and is located adjacent to the southern boundary of this plat. Despite meeting Fire Code, Meridian Fire has concerns over the approved access points and recommends requiring stub streets to both the north and east of this plat for future connectivity. West Ada School District has not made comments on this application but an additional 18 homes are expected to generate approximately 14 school age children which can be easily absorbed into the school system, according to the ratio of 0.8 kids per household.*

*Staff finds that the existing and planned development of the immediate area create conditions for levels of service to and for this proposed project that meet code requirements.*

“Preserve, protect, and provide open space for recreation, conservation, and aesthetics” (4.05.01F). *The Applicant is proposing this project with .75 acres of qualified open space, or 14.3%. The area chosen for the open space currently contains an irrigation lateral that is to be rerouted and placed on the shared property line between this property and the city owned property to the north—the Applicant has discussed this with Public Works and received approval to do this work.*

*Placing the open space in this location allows for a relatively long and large open space area on one side of the new local street and preserves the area above the lateral for maintenance and for adequate recreation.*

“Promote area beautification and community identity through context sensitive building and site design principles, appropriate signage, and attractive landscaping.” (5.01.02C). *As discussed above, the area of most notable open space is the large open space lot along the north property boundary. This open space area is proposed with adequate open area, a detached sidewalk, and appropriate landscaping to beautify the space while not being overwhelmed with trees that would otherwise limit the open area uses of the space. In addition, the Applicant will be required to continue the multi-use pathway and landscaping along Meridian Road adding to the area beautification along a major roadway.*

“Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D). *Proposed project is extending the attached sidewalks from the south to allow easy access to the future pedestrian facilities and amenities within Prevail Subdivision.*

“Ensure that new development within existing residential neighborhoods is cohesive and complementary in design and construction.” (2.02.02F). *As discussed, the Applicant is proposing lot sizes and lot lines that match those directly abutting the site to the south. This proposed density and lot placement should provide a cohesive project with Prevail Subdivision to the south.*

“Require new development to establish street connections to existing local roads and collectors as well as to underdeveloped adjacent properties.” (6.01.02C). *The Applicant is required to and is proposing to extend the abutting local street, S. Keynote, into the site and then “T” off the street by heading east and west with new streets for access to the proposed homes. In order to meet this policy as well as city development code, the Applicant is also proposing stub streets to the east and to the north. Further discussion and analysis on this are below in Section F, Access. Staff finds the Applicants proposed street connections comply with this policy.*

***Staff finds this development to be generally consistent with the Comprehensive Plan.***

C. Existing Structures/Site Improvements:

There are no existing structures on site beyond the existing irrigation lateral that bends south into the site from the north and runs along nearly the entire north property boundary line.

D. Proposed Use Analysis:

The proposed use is detached single-family residential with an average lot size of 6,677 square feet and a minimum lot size of 5,362 square feet. This use is a permitted use in the requested R-8 zoning district per UDC Table 11-2A-2. Due to the relatively small size of the development (5 acres), the project is proposed to be constructed in one phase but will be phase 3 of the Prevail Subdivision to the south.

*The proposed use, lot sizes, and lot alignment should provide for a development that is cohesive with the adjacent development to the south.*

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

The residential lots appear to meet all UDC dimensional standards per the submitted plat. In addition, all subdivision developments are also required to comply with Subdivision Design and Improvement Standards (UDC 11-6C-3). *The proposed preliminary plat and submitted plans appear to meet all UDC requirements.*

F. Building Elevations ([UDC 11-3A-19](#) | [Architectural Standards Manual](#)):

The Applicant submitted conceptual building elevations for the proposed detached single-family homes. Note that detached single-family homes do not require Design Review approval therefore Staff does not review these for compliance with any standards.

However, the submitted elevations depict majority two-story homes with two-car garages and varying home styles noted as “Traditional,” “Craftsman,” and “Contemporary.” The elevations depict differing field materials of lap siding and stone with varying roof profiles offering an overall array of potential homes.

G. Access ([UDC 11-3A-3](#), [11-3H-4](#)):

Access is proposed via extension of Keyport Avenue, a local street stubbed to the southern boundary from the Prevail Subdivision. The submitted plans show Keyport extending into the site and then heading both east and west as Liberator Street to end in permanent cul-de-sacs at both ends of the site, in alignment with ACHD policy. The extension of all local streets is proposed as 33-foot wide street sections with the exception of a bulb-out along the north side of Liberator Street at the terminus of Keyport Avenue. This bulb-out is intended to be a traffic calming measure because the overall Liberator street, east-west, is greater than 750’ in length (Liberator is proposed as approximately 908’ in length from the center of the western cul-de-sac to the east property line). ACHD notes in their staff report that this type of traffic calming is acceptable but has not given a definitive approval of the location proposed on the revised preliminary plat. The Applicant will continue working with ACHD following any approvals received from the City and will likely be finalized with the final plat submittal at a future date. Staff is not concerned with the proposed location of the bulb-out and believes it will provide the desired traffic calming effects.

**Although, the length of the street from east to west is greater than 750’ in length, S. Keyport intersects this street approximately half way to break up the block length. In addition, UDC 11-6C-3 notes that a dead-end street cannot be greater than 750’ in length without an intersecting street. Because of S. Keyport intersecting Liberator, neither the west or east cul-de-sac is greater than 500’ therefore not requiring any Council Waiver. It is admittedly an unusual road design but Staff considers it the most efficient design for livability and access when considering the site constraints of a large irrigation facility along nearly the entire northern boundary and topography throughout the site.** Furthermore, there are no homes fronting along the north side of the proposed local street which further mitigates any Staff concern regarding its length on one side.

The Applicant is also proposing two stub streets to adjacent properties; one to the north boundary out of the west cul-de-sac and one to the east boundary out of the east cul-de-sac. The original plat proposed both of these stub streets in the east quarter of the site but following conversations with Public Works the Applicant moved the stub street to the north to the west quarter of the site due to future plans for the City well site and topography issues. In congruence with this premise, the Applicant has also sited major topography issues with stubbing a street to the east boundary of the site and has specifically noted there could be a ten (10) foot elevation difference between the east stub street finish grade and the current grade of the Brighton owned property to the east.



Furthermore, the Applicant has also provided a conceptual drawing from the land owner to the east in order to show that a stub street to the east is not necessary—the submitted concept plan for the adjacent property does not show a street abutting the east property boundary of the subject site and instead appears to show an open space lot (see Exhibit VII.F). It should be noted that this concept plan is an older concept plan and the adjacent land owners do not have a solid plan in place for the area abutting the proposed plat.

*Staff supports the overall road layout and stub street locations as proposed on the revised preliminary plat. Though there is potential for topography to complicate the future road extension to the east, Staff highly recommends maintaining the stub street to the east for added future connectivity through the Brighton parcel to the east. This recommendation is based both in code (UDC 11-3A-3) and from recommendations of the Meridian Fire Department for better neighborhood connectivity and emergency response access as properties to the southeast develop in the future.*

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

Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence. In addition, the proposed 33-foot wide street section accommodates on-street parking where no driveways exist and where there is no bulb-out. Furthermore, no on-street parking is allowed within any part of either cul-de-sac at the end of the new local streets.

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

5-foot wide attached sidewalks are proposed along the proposed streets except for that sidewalk adjacent to the large open space lot where 5-foot detached sidewalks with an 8-foot landscaped parkway are proposed instead. These sidewalks will be an extension of the pedestrian circulation of Prevail Subdivision to the south. The proposed sidewalks and parkway meet UDC 11-3A-17 standards and ACHD standards.

In addition to the internal sidewalks, the Applicant is required to construct a segment of 10-foot wide multi-use pathway along Meridian Road, per the Master Pathways Plan. The Applicant is showing this required pathway segment within a landscaped common lot, per code requirements.

J. Development Along State Highways ([UDC 11-3H](#)):

The proposed project has frontage along Meridian Road/SH 69 which requires noise abatement per UDC 11-3H-4. The Applicant is proposing to construct a 4-foot berm with a 6-foot wall on top of it to total 10' above SH 69 centerline height, as required by code. This proposal matches what was approved in Prevail Subdivision to the south. Due to this segment of the wall being less than 300' in length, code does not require modulation in the wall plane.

Other analysis regarding access standards of this code section are analyzed above in Section F.

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

The required landscaping regulated by code within the proposed development are the following areas: that area within the proposed parkways along the local street extension (UDC 11-3A-17 and UDC 11-3B); the common open space lot, and; the required landscape buffer to Meridian Road. The submitted landscape plans show landscaping in these areas as proposed.

*The proposed 8-foot wide parkway is approximately 740' in length on the revised plat requiring at least 21 trees (1 per every 35 linear feet). The submitted landscape plan does not show compliance with this requirement because it is shown with less than 21 trees. In addition, the plat*

*has been revised since the original application submittal and the submitted landscape plans have not been revised to match the new road layout. Regardless, the Applicant should revise the landscape plans prior to the City Council hearing to ensure they match the revised preliminary plat and show compliance with the landscaping requirements.*

*In addition, common open space is required to be landscaped with one (1) tree for every 8,000 square feet of open space. The large open space area is shown as 32,709 square feet in the development table on the preliminary plat. However, Staff’s area analysis shows a figure closer to 36,500 square feet. Based on Staff’s calculation, the minimum number of trees that are required within the open space lot is five (5) trees. The submitted landscape plans show six (6) trees proposed exceeding the minimum UDC requirements.*

*The landscape buffer along Meridian Road is required to be 35’ wide and contain the required multi-use pathway within it. The submitted landscape plans show compliance with UDC requirements for the number of trees, tree spacing/grouping, and additional vegetative ground cover. However, the Applicant is only showing a 25’ wide common lot on the preliminary plat for the required street buffer. Therefore, the Applicant should correct both the plat and the landscape plans to depict the required 35’ wide buffer.*

*The Applicant is also proposing a micro-pathway from the western cul-de-sac to the multi-use pathway and does not appear to have the correct landscaping. UDC 11-3B-12 requires that trees be placed on both sides of the pathway; the Applicant has only proposed trees on the south side of the pathway. Staff is not aware of any easements encumbering the north side of the pathway and the landscape strip appears to be the minimum 5-foot width. Therefore, the Applicant should move one of the trees to the other side of the micro-path; Staff recommends the center tree of the three currently shown on the south side of this pathway.*

*Although there is no code requirement for this change, Staff also recommends removing the shrub bed located in the center of the large open space lot. By removing this planter bed and the shrubs there would be an unobstructed area in the center of the open space lot that is at least 9,000 square feet in size; it is rare for a subdivision to provide an area this large for children to play in without obstruction. If the Applicant desires to still include the same number of shrubs as currently shown, they could disperse them to the planter beds shown further to the west and east on the landscape plan.*

L. Qualified Open Space and Amenities (UDC 11-3G):

The subject site is 5.63 acres in size with a plat over 5.25 acres in size requiring at least one (1) amenity and 0.536 acres of qualified open space per UDC 11-3G-3. The Applicant is continuing a segment of multi-use pathway along the Meridian Road frontage which qualifies as the required amenity. Because this plat would be an extension of the already approved Prevail Subdivision, the Applicant has indicated these future residents will be able to use the other amenities and open space in Prevail. *The closest amenity to this phase is an open space lot with a playground that is located due south from the Keyport Avenue extension and has a micro-path in direct alignment with that amenity lot. Should Commission/Council find that this distance is too great for the future residents of Prevail North to walk to utilize the playground, Staff recommends they require an additional amenity with the large open space lot proposed on this subject site. To help ensure the amenities and open spaces are shared, Staff is including a DA provision that all of the common areas be owned and maintained by the same homeowner’s association.*

As discussed previously, the Applicant is proposing open space in excess of the code required 0.536 acres. Overall, the Applicant is proposing the large open space lot along the north property boundary, a micro-path lot, and the landscape buffer to Meridian Road as qualifying open space—cumulatively these areas amount to 49,878 square feet, or 1.15 acres, approximately 22%

of the 5.25 plat area. However, not all of this area is qualifying after receiving the revised landscape plan that fences off a section of the open space lot that is impeded by the irrigation easement for the rerouted Carlson Lateral. After removing this area, the area of qualified open space is 32,120 square feet (0.74 acres) or 14% of the plat area. The proposed qualified open space still exceeds the minimum code requirements by approximately 10,000 square feet. Furthermore, this calculation uses the 25' landscape buffer width along Meridian Road instead of the required 35' width. Therefore, the actual amount of qualified open space should be slightly larger. The Applicant should correct the open space exhibit to reflect both the revised layout and the correct amount of qualified open space.

*Staff utilized the lot sizes shown on the revised preliminary plat to obtain the above calculations so Staff is comfortable stating the Applicant is proposing qualified open space in vast excess of code requirements.*

*Staff supports the proposed and revised open space exhibit and believes it offers adequate area for recreation and relaxation.*

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

All fencing is required to comply with the standards listed in UDC 11-3A-7. Fencing is proposed as shown on the landscape plan and appears to meet UDC standards as proposed. **Should any fencing locations need to be revised to accommodate any irrigation easement requirements, the Applicant should notify Staff and submit revised drawings at the applicable future application submittals (i.e. final plat and/or final plat signature).**

N. Waterways (UDC 11-3A-6):

The subject site contains a large section of the Carlson Lateral, an irrigation lateral maintained by Boise Project Board of Control (BPBC). The Applicant is proposing to both reroute and pipe this lateral consistent with the desires of the City Engineer for the purpose of benefiting both this Applicant and the City owned property bordering the subject site on the north boundary. Upon further discussions with BPBC and in coordination with Public Works, the Applicant is proposing to pipe the entire segment of the lateral on both properties from Meridian Road east to nearly the east property boundary, as shown on the submitted preliminary plat in Exhibit VII.B. Piping this lateral will allow for more buildable area of the subject site, fix some of the topography issues for the City owned property, and allow for easier maintenance by BPBC. Staff supports the piping of this irrigation lateral and the proposed plan complies with UDC 11-3A-6.

O. Pressurized Irrigation (UDC [11-3A-15](#)):

The Applicant is required to provide a pressurized irrigation system for the development in accord with 11-3A-15. The Applicant is showing a pressurized irrigation system on the landscape plans commensurate with code requirements. Land Development will review these plans in more detail at a later date when specific irrigation plans are submitted with the Final Plat application.

VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation and zoning with the requirement of a Development Agreement and approval of the requested preliminary plat application per the Findings in Section IX of this staff report.

B. The Meridian Planning & Zoning Commission heard these items on May 20, 2021. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Zoning and Preliminary Plat requests.



1. Summary of Commission public hearing:
  - a. In favor: Matt Schultz, Applicant
  - b. In opposition: None
  - c. Commenting: Matt Schultz
  - d. Written testimony: None
  - e. Staff presenting application: Joseph Dodson, Associate Planner
  - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
  - a. None
3. Key issue(s) of discussion by Commission:
  - a. Purpose of rerouting and piping Carlson Lateral and how does its placement affect any future road extensions on adjacent properties;
4. Commission change(s) to Staff recommendation:
  - a. None
5. Outstanding issue(s) for City Council:
  - a. None

C. The Meridian City Council heard these items on June 22, 2021. At the public hearing, the Council moved to approve the subject Annexation and Zoning and Preliminary Plat requests.

1. Summary of the City Council public hearing:
  - a. In favor: Matthew Schultz, Schultz Development
  - b. In opposition: None
  - c. Commenting: Matthew Schultz
  - d. Written testimony: None
  - e. Staff presenting application: Joseph Dodson, Associate Planner
  - f. Other Staff commenting on application: Warren Stewart, City Engineer
2. Key issue(s) of public testimony:
  - a. None
3. Key issue(s) of discussion by City Council:
  - a. Necessity of a stub street out of the west cul-de-sac to the City owned property to the north;
  - b. Access into the development for future residents and/or city vehicles should an access be maintained to the City property to the north;
  - c. Repercussions of waiving the requirement to provide a stub street to the north property boundary;
4. City Council change(s) to Commission recommendation:
  - a. Council approved a Council Waiver to remove the stub street to the north out of the west cul-de-sac.

**VII. EXHIBITS**

**A. Annexation and Zoning Legal Descriptions and Exhibit Maps**

**EXHIBIT \_\_**

**DESCRIPTION FOR  
PREVAIL NORTH SUBDIVISION  
CITY OF MERIDIAN ANNEXATION AND REZONE**

A portion of Government Lot 1 of Section 31, T.3N., R.1E., B.M., Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the NW corner of said Section 31 from which the W1/4 corner of said Section 31 bears South 00°37'56" West, 2641.54 feet;

thence along the West boundary line of said Section 31 South 00°37'56" West, 1,113.77 feet to the **REAL POINT OF BEGINNING**;

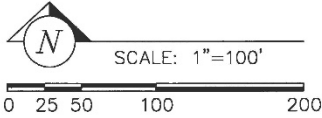
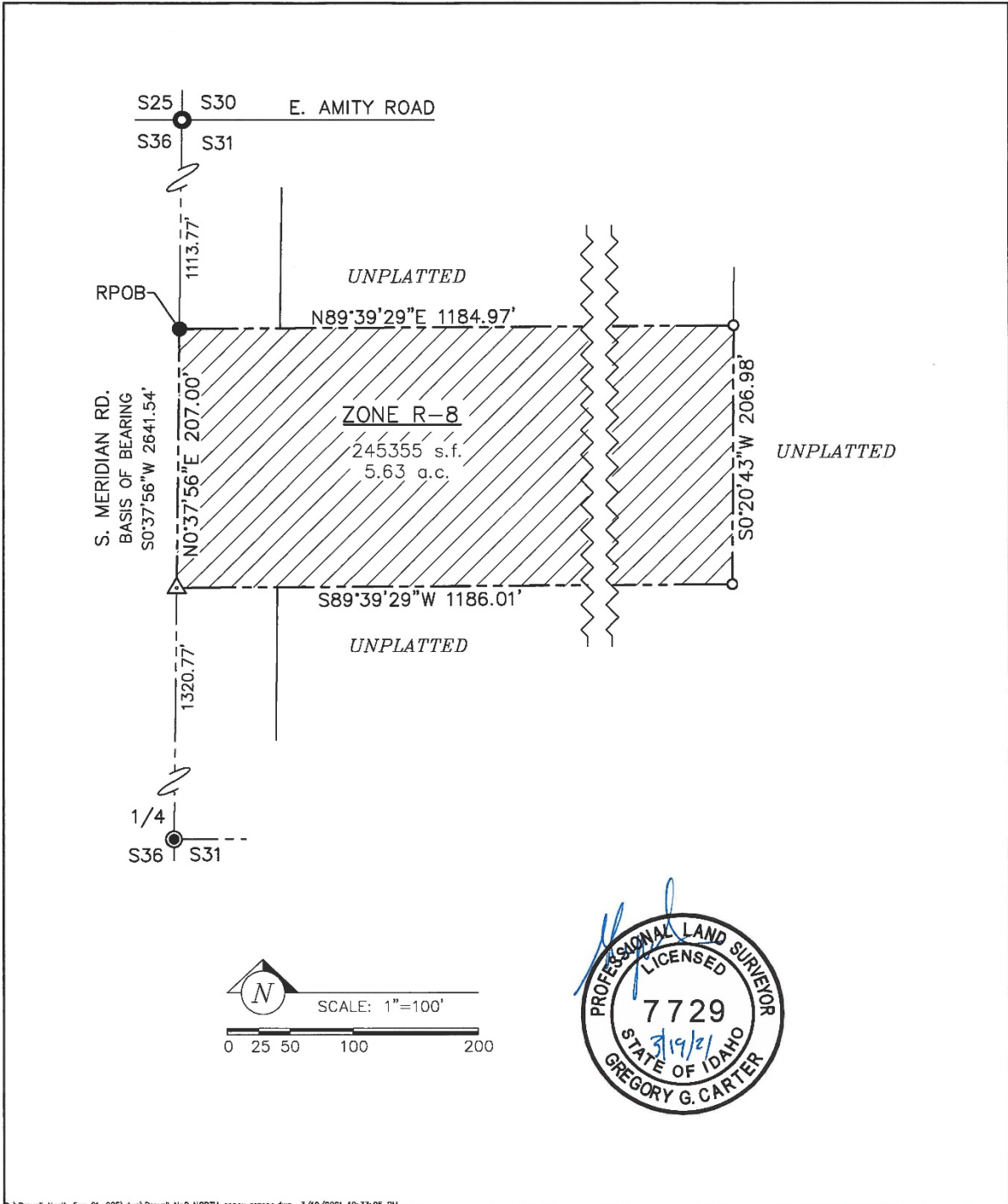
thence leaving said West boundary line North 89°39'29" East, 1,184.97 feet to a point on the East boundary line of said Government Lot 1;

thence along the East boundary line of said Government Lot 1 South 00°20'43" West, 206.98 feet to the SE corner of said Government Lot 1;


thence along the South boundary line of said Government Lot 1 South 89°39'29" West, 1,186.01 feet to the SW corner of said Government Lot 1;

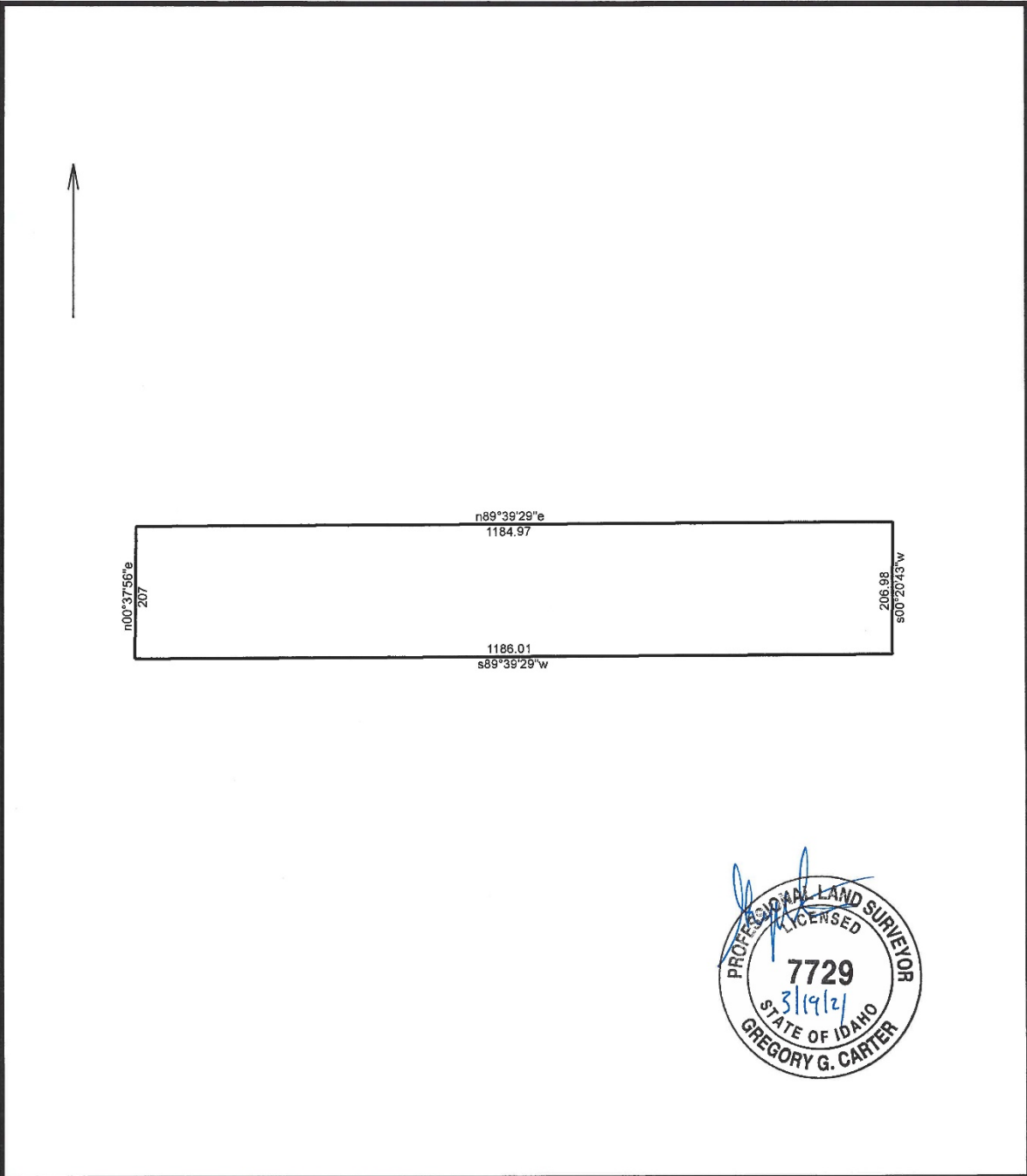
thence along the West boundary line of said Section 31 North 00°37'56" East, 207.00 feet to the **REAL POINT OF BEGINNING**. Containing 5.63 acres, more or less.





P:\Prevail\_North\_Spc 21-025\dwg\Prevail\_No2\_NORTH annex rezone.dwg 3/19/2021 12:33:05 PM

 <b>IDAHO SURVEY GROUP, LLC</b> 9955 W EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570	EXHIBIT ___ DRAWING FOR <b>PREVAIL NORTH SUBDIVISION</b> <b>CITY OF MERIDIAN ANNEXATION AND RE-ZONE</b>	JOB NO. 21-025
		SHEET NO. 1
LOCATED IN GOVERNMENT LOT 2 OF SECTION 31, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO		DWG. DATE 3/19/2021

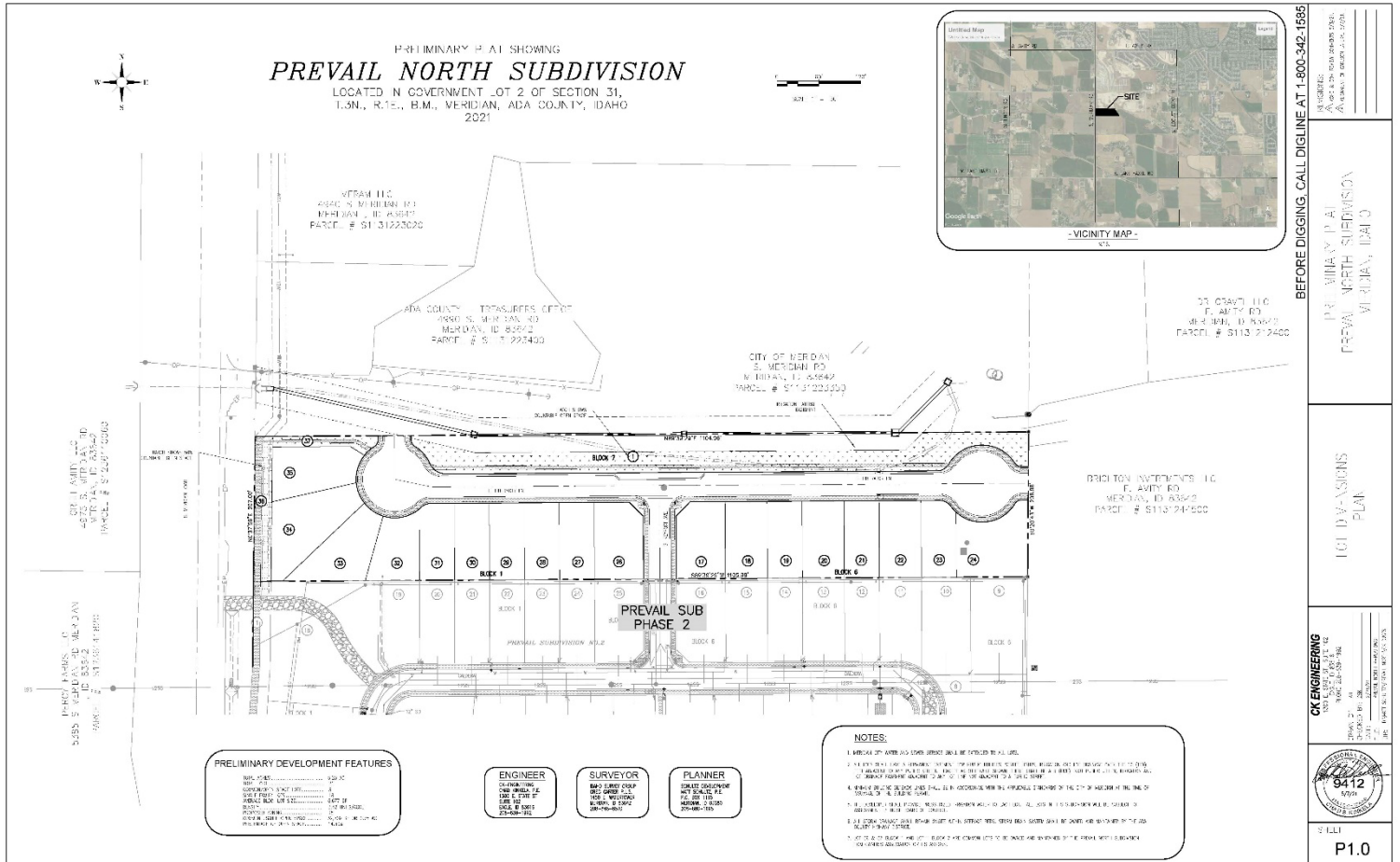


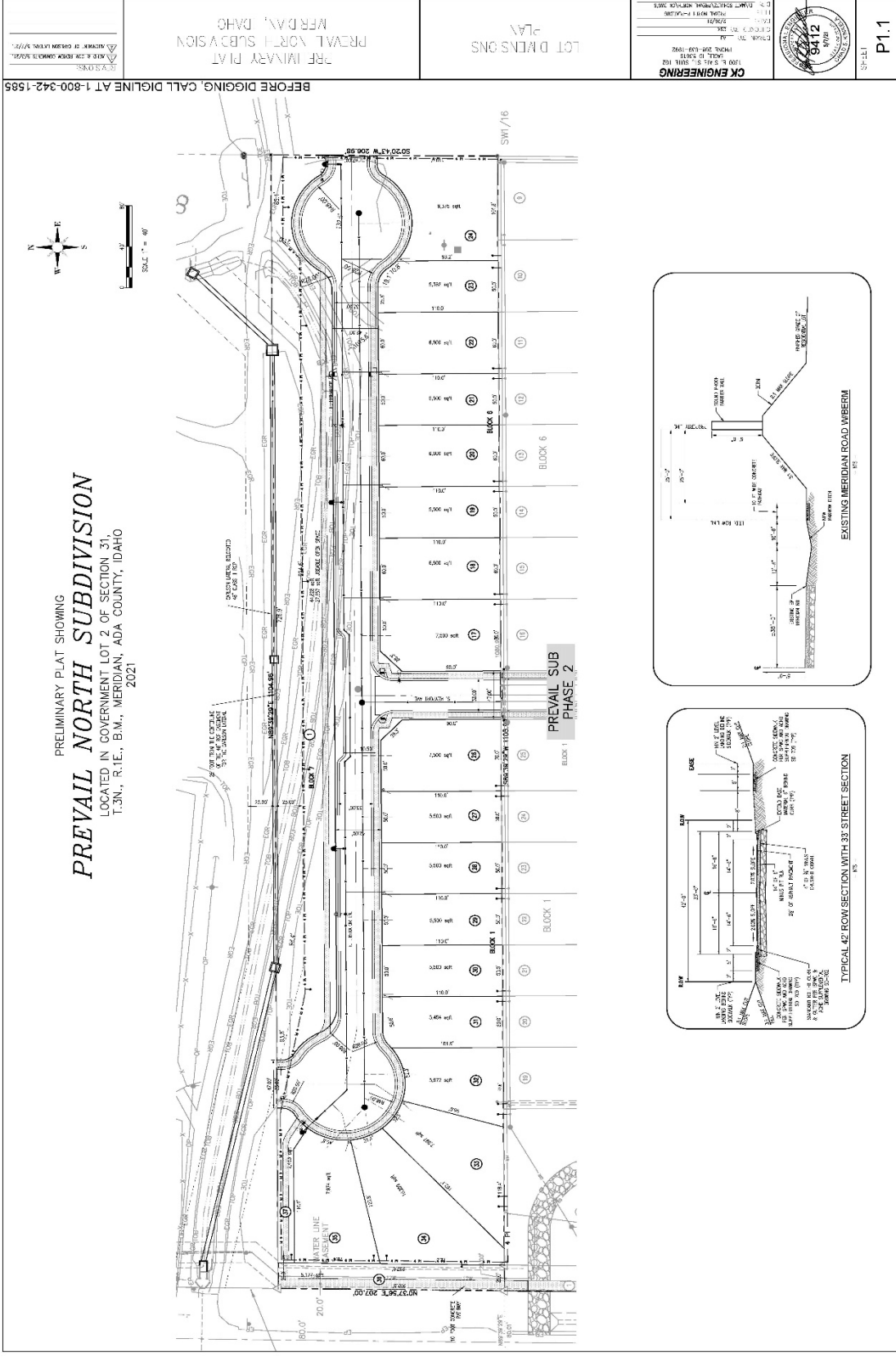
Prevail North Sub. Annexation Closure Sheet 3/19/2021

Scale: 1 inch= 200 feet File:

Tract 1: 5.6326 Acres (245358 Sq. Feet), Closure: s33.0139e 0.01 ft. (1/471643), Perimeter=2785 ft.  
01 n89.3929e 1184.97  
02 s00.2043w 206.98  
03 s89.3929w 1186.01  
04 n00.3756e 207

B. Preliminary Plat (dated: 5/7/2021)









**PRELIMINARY**  
5150 & MERIDIAN ROAD  
LANDSCAPE DETAILS

**PREVAL NORTH**  
5150 & MERIDIAN ROAD  
LANDSCAPE DETAILS

PROJECT NO: 111  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: 5/17/2008  
SHEET NO: L15  
SHEET TOTAL: 18

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**IRRIGATION NOTES:**

1. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 15% TO 20% CAPACITY AT ALL TIMES.

2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 15% TO 20% CAPACITY AT ALL TIMES.

3. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 15% TO 20% CAPACITY AT ALL TIMES.

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6. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 15% TO 20% CAPACITY AT ALL TIMES.

7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 15% TO 20% CAPACITY AT ALL TIMES.

8. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 15% TO 20% CAPACITY AT ALL TIMES.

9. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 15% TO 20% CAPACITY AT ALL TIMES.

10. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 15% TO 20% CAPACITY AT ALL TIMES.

**1. PLANTER BED CUT EDGE**  
(TYPICAL AT TREES/LARGE AREAS)

**2. PERENNIAL & GROUNDCOVER PLANTING**

**3. VINYL FENCE PANEL**

**4. SHRUB PLANTING**

**5. CONIFEROUS TREE PLANTING**

**6. BOULDER INSTALLATION ON SLOPE**

**7. BERM ADJACENT TO MERIDIAN ROAD**

**8. DECIDUOUS TREE PLANTING**

**DRYLAND SEEDING REQUIREMENTS**

1. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

2. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

3. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

4. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

5. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

6. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

7. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

8. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

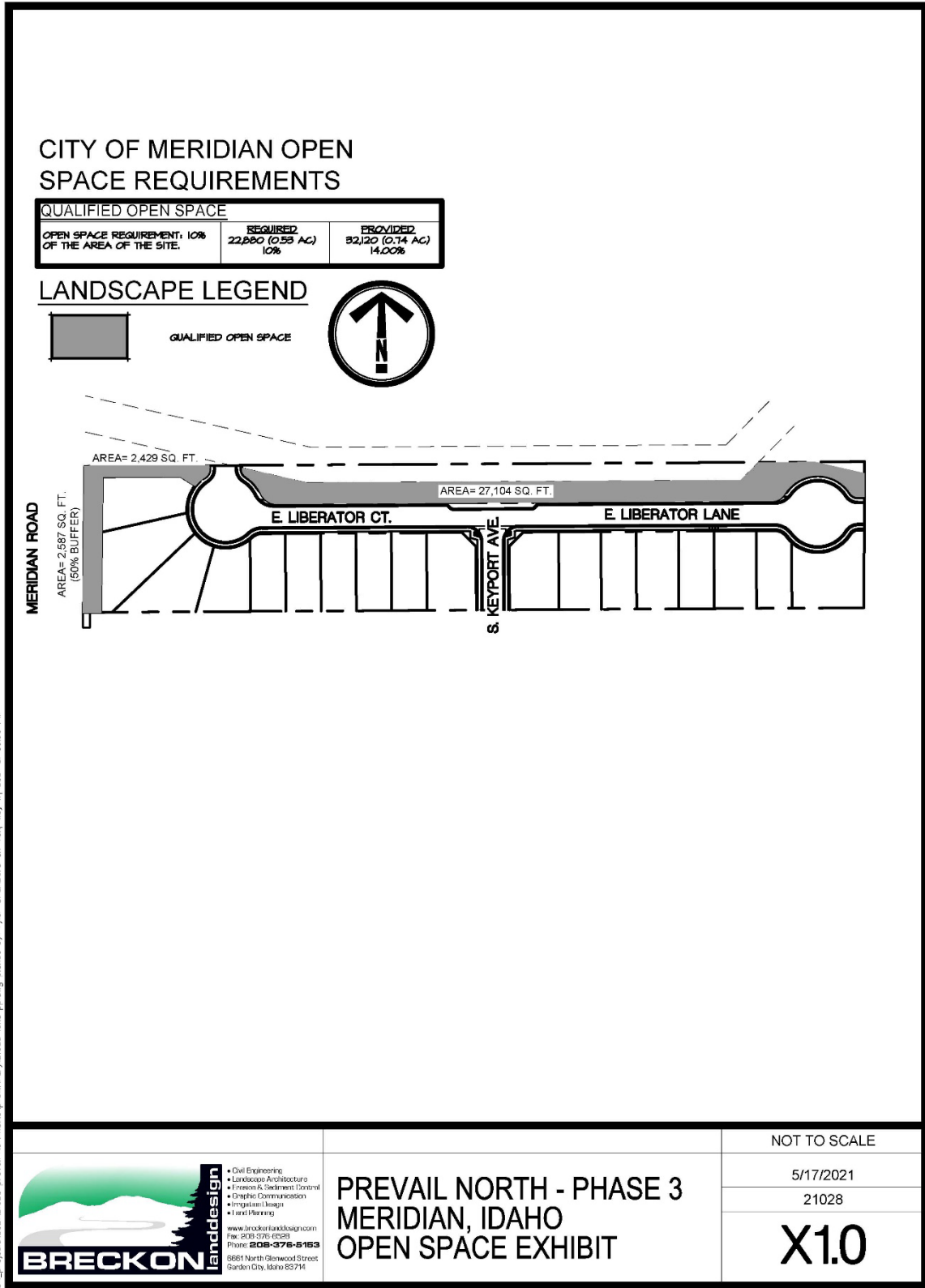
9. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.

10. THE SEEDING RATE SHALL BE 10 POUNDS PER 1000 SQUARE FEET.





E. Open Space Exhibit — ~~NOT APPROVED~~ dated: 5/17/2021





- Civil Engineering
- Landscape Architecture
- Process & Sediment Control
- Graphic Communication
- Wetland Design
- Land Planning

www.breckonlanddesign.com  
 Fax: 208-578-6028  
 Phone: 208-376-5183  
 3661 North Glenwood Street  
 Sanden City, Idaho 83745

**PREVAIL NORTH - PHASE 3  
 MERIDIAN, IDAHO  
 OPEN SPACE EXHIBIT**

NOT TO SCALE

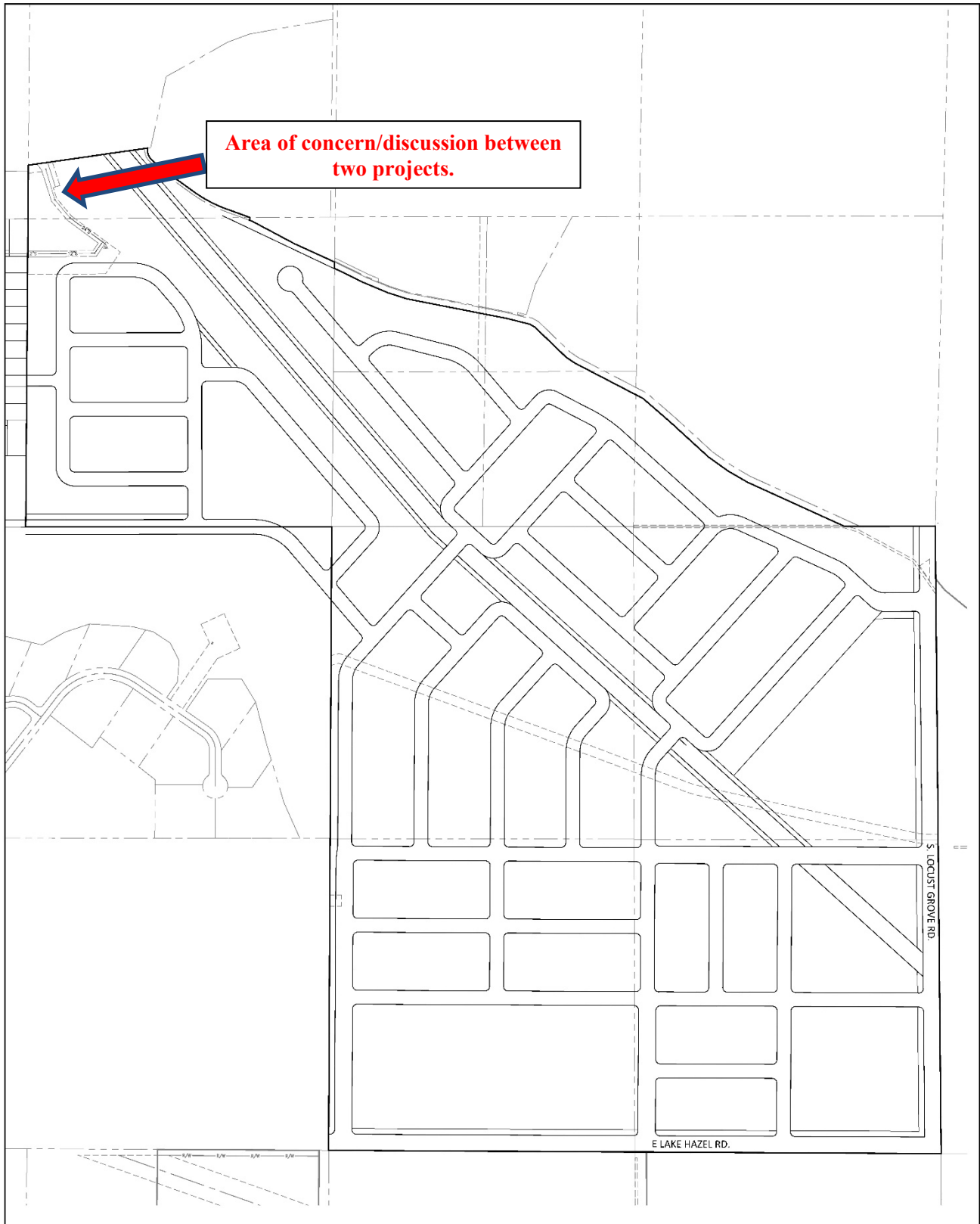
5/17/2021

21028

**X1.0**

S:\Projects\210210228 prevail north\CAD\pre final\21028 land paving planets by Tyler Chambers on May 17, 2021 at 09:36 PM

F. Concept Plan – Brighton Parcel (S1131244500)





G. Conceptual Building Elevations

Sample Elevations



— Traditional —



— Traditional —



— Traditional —



— Craftsman —



— Farmhouse —



— Craftsman —



— Contemporary —



— Contemporary —



— Contemporary —

# Sample Elevations



— Traditional —



— Traditional —



— Traditional —



— Farmhouse —



— Craftsman —



— Craftsman —



— Contemporary —



— Contemporary —



— Contemporary —

## VIII. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

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.

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 approved plat, landscape plan, and conceptual building elevations included in Section VII and the provisions contained herein, including a Council Waiver to remove the stub street to the north property boundary.
  - b. The rear and/or sides of 2-story structures that face S. Meridian Rd., an entryway corridor, shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. Single-story structures are exempt from this requirement.
  - c. All amenities and common open space within Prevail Subdivision (aka Percy Subdivision) and Prevail North Subdivision shall be owned and maintained by the same homeowner's association to ensure shared use in perpetuity.
2. The preliminary plat included in Section VII.B, dated May 7, 2021, shall be revised as follows prior to submitting for Final Plat approval:
    - a. Revise the plat to show the landscape buffer common lot along Meridian Road to be at least 35 feet wide consistent with the required dimensional standards along an entryway corridor or apply for Alternative Compliance, per UDC 11-5B-5.
    - b. Add a plat note stating that direct lot access to S. Meridian Road/SH 69 is prohibited.
    - c. Revise the plat to remove the stub street from the west cul-de-sac to the north property boundary, per the approved City Council waiver.
  3. ~~Revise the landscape plans, open space exhibit, and all other relevant plans to reflect the revised preliminary plat layout and provide revised plans to staff **at least fifteen (15) days prior to the City Council hearing.**~~
  4. The landscape plan included in Section VII.C, dated ~~March~~ May 17, 2021, shall be revised as follows prior to submitting for Final Plat approval:
    - a. Revise the plan to show the required landscape buffer along Meridian Road to be 35' instead of 25' or apply for Alternative Compliance, per UDC 11-5B-5.
    - b. ~~Move one of the trees located on the south side of the micro pathway in the northwest corner of the site to the north side of the pathway consistent with UDC 11-3B-12.~~

- ~~c. Remove the center planter bed within the large open space lot, shown as Lot 1, Block 7.~~
  - ~~d. Plant the proposed 8-foot wide parkway along the north side of Liberator Street with at least one (1) tree per 35 linear feet consistent with UDC 11-3B-7C.~~
  - e. Any landscaping within the ITD right-of-way shall be landscaped in accord with UDC 11-3B-7C.5.
5. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.
  6. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
  7. The Applicant shall comply with all ACHD conditions of approval.
  8. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
  9. Prior to issuance of Certificate of Occupancy on any building, the applicant shall submit a public access easement for the multi-use pathway segment along Meridian Road to the Planning Division for approval by City Council and subsequent recordation. The easement shall be a minimum of 14' in width (10' pathway and 2' shoulder on each side).
  10. Upon completion of the landscape installation, a written Certificate of Completion shall be submitted to the Planning Division verifying all landscape improvements are in substantial compliance with the approved landscape plan as set forth in UDC 11-3B-14.
  11. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

## **B. PUBLIC WORKS**

### **1. Site Specific Conditions of Approval**

- 1.1 Services must tie into sewer mains at a 90-degree angle from the main. Lot 33, Block 1 either needs to be modified to a 90-degree angle into the main, or should be connected to SSMH 2.
- 1.2 Install water main in S Keyport Ave to connect to the existing water stub from Prevail Subdivision No. 2.
- 1.3 Contact Public Works Engineering to discuss the water stub to the City of Meridian property to the North.
- 1.4 A streetlight plan is required to be submitted with the Final Plat application.
- 1.5 A future streetlight installation agreement is required for the streetlights on Meridian Road.



## 2. General Conditions of Approval

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. 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.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 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-foot wide for a single utility, or 30-foot 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 development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 12-13-8.3). 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 receiving development plan approval.
- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.



- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 All grading of the site shall be performed in conformance with MCC 11-12-3H.
- 2.17 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.
- 2.18 The design 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.
- 2.19 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.
- 2.20 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.
- 2.21 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at [http://www.meridiancity.org/public\\_works.aspx?id=272](http://www.meridiancity.org/public_works.aspx?id=272).
- 2.22 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse 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 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.

2.23 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, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate 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.

**C. FIRE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=226061&dbid=0&repo=MeridianCity>

**D. BOISE PROJECT BOARD OF CONTROL (BPBC)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=226128&dbid=0&repo=MeridianCity>

**E. PARKS DEPARTMENT – PATHWAYS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=227571&dbid=0&repo=MeridianCity>

**F. ADA COUNTY DEVELOPMENT SERVICES**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=226096&dbid=0&repo=MeridianCity>

**G. CENTRAL DISTRICT HEALTH DEPARTMENT (CDH)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=226020&dbid=0&repo=MeridianCity>

**H. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=226474&dbid=0&repo=MeridianCity>

**I. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=228248&dbid=0&repo=MeridianCity>

**IX. FINDINGS**

**A. Annexation and/or Rezone (UDC 11-5B-3E)**

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

**1. The map amendment complies with the applicable provisions of the comprehensive plan;**

*Council finds the proposed zoning map amendment to annex the property into the City of Meridian with the R-8 zoning district with the proposed preliminary plat and site design 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 R-8 zoning district and is consistent with the purpose statement of the requested zone.*

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

*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.**

*Council finds the annexation is in the best interest of the City.*

B. Preliminary Plat Findings:

**In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:**

- 1. The plat is in conformance with the Comprehensive Plan;**

*Council finds that the proposed plat is in substantial compliance with the adopted Comprehensive Plan in regard to land use, density, transportation, and pedestrian connectivity. (Please see Comprehensive Plan Policies in, Section V of this report for more information.)*

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

*Council finds that public services will be provided to the subject property with development. (See Section VIII of the Staff Report for more details from public service providers.)*

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

*Because City water and sewer and any other utilities will be provided by the development at their own cost, Council finds that the subdivision will not require the expenditure of capital improvement funds.*

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

*Council finds there is public financial capability of supporting services for the proposed development based upon comments from the public service providers (i.e., Police, Fire, ACHD, etc.). (See Section VII for more information.)*

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

*Council is not aware of any health, safety, or environmental problems associated with the platting of this property. ACHD considers road safety issues in their analysis and has offered their support of the proposed development with the proposed road layout in mind.*

**6. The development preserves significant natural, scenic or historic features.**

*Council is unaware of any significant natural, scenic or historic features that exist on this site that require preserving.*



## AGENDA ITEM

**ITEM TOPIC:** Development Agreement Between the City of Meridian and Shafer View North, LLC (Owner/Developer) for Shafer View Terrace (H-2020-0117) Located at the East Side of S. Meridian Rd./SH 69, Midway Between E. Amity Rd. and E. Lake Hazel Rd.



## DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
  2. Shafer View North LLC, Owner/Developer

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 25<sup>th</sup> day of June, 2021, 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 **Shafer View North LLC**, whose address is 5356 N. Troon Pl., Boise, ID 83713, 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/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 annexation and zoning of 40.48 acres of land to the R-2 (Low Density Residential) zoning district and R-4 (Medium Low Density Residential) zoning district on the property listed 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 annexation and zoning 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 15<sup>th</sup> day of June, 2021, 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**, 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 **Shafer View North LLC**, whose address is 5356 N. Troon Pl., Boise, ID, hereinafter called **OWNER/DEVELOPER**, the parties that own said Property and shall include any subsequent owner(s) and 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 be annexed and 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 and/or Developer shall develop the Property in accordance with the following special conditions:

- a. Development of the subject property shall be generally consistent with the preliminary plat, phasing plan, landscape plan and conceptual building elevations contained in the Staff Report that is attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B".
- b. A 10-foot wide multi-use pathway is required to be constructed along S. Meridian Road/SH-69 in a public use easement in accord with UDC 11-3H-4C-4.
- c. Noise abatement is required to be provided within the street buffer along S. Meridian Road/SH-69 in accord with the standards listed in UDC 11-3H-4D.
- d. A final plat shall be recorded that includes Lot 1, Block 7 prior to any development occurring on the property.
- e. The developer shall construct a northbound right-turn lane on S. Meridian Road/SH-60 onto E. Quartz Creek Street prior to issuance of the first building permit in the first phase of development in accord with ITD standards.

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 and/or 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 as described in Section 7.2, Owners and/or 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/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 Owners and/or 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 Owner/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:**  
City Clerk  
City of Meridian  
33 E. Broadway Ave.  
Meridian, Idaho 83642

with copy to:  
City Attorney  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**OWNER/DEVELOPER:**  
Shafer View North LLC  
5356 N. Troon Place  
Boise, ID 83713

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 Owners and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owners and/or 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]



ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

OWNER/DEVELOPER:

Shafer View North LLC

James D. Chambers
By: James D. Chambers
Its: Managing Member

CITY OF MERIDIAN

ATTEST:

By: Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO )
: ss:
County of Ada )

On this 25th day of June, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Chambers known or identified to me to be the Managing Member of Shafer View North LLC, and the person who signed above and acknowledged to me that he executed the same on behalf of said entity.

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)



Crystal Hobza
Notary Public for Ada County
Residing at: Meridian, ID
My Commission Expires: 4/18/2025

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.

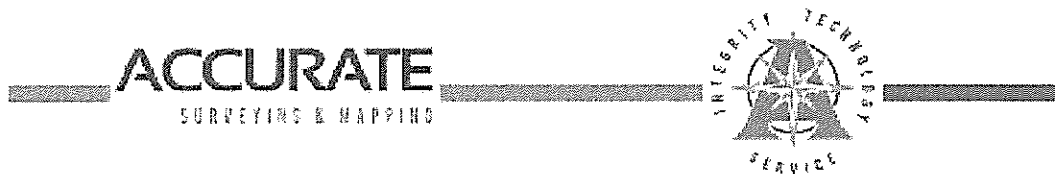
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Notary Public for Idaho
Residing at:
Commission expires:



Annexation Legal Description & Exhibit Map



Annexation Land Description

A parcel of land being a portion of the North Half of the Southwest Quarter of Section 31, Township 3 North, Range 1 East of the Boise Meridian, Ada County, Idaho and all of Lot 4, Block 1 of Shafer View Estates Subdivision as recorded in Book 64 of Plats at Pages 9403 and 9404, Records of Ada County, said parcel is located in the North Half of the Southwest Quarter of Section 31, Township 3 North, Range 1 East of the Boise Meridian, Ada County, Idaho, being more particularly described as follows:

**BEGINNING** at the found aluminum cap monument at the Quarter Corner common to Section 31, T3N, R1E and Section 36, T3N, R1W as perpetuated by document 103052680, Records of Ada County, from which the found brass cap at the township corner common to Township 3 North, Ranges 1 East and 1 West, and Township 2 North, Ranges 1 East and 1 West as perpetuated by document 2019-015470, Records of Ada County bears S 00° 05' 17" E a distance of 2669.99 feet;

Thence N 89° 57' 18" E along the mid-section line for a distance of 2507.75 feet to the northeast corner of said Lot 4;

Thence S 00° 17' 00" W along the easterly line of said Lot 4 for a distance of 1342.40 feet;

Thence along the southerly boundary of said Lot 4 the following 6 courses and distances:

- 1.) N 89° 52' 35" W for a distance of 130.40 feet;
- 2.) N 23° 55' 33" W for a distance of 170.53 feet;
- 3.) N 16° 35' 10" W for a distance of 254.88 feet;
- 4.) N 14° 41' 14" W for a distance of 194.52 feet;
- 5.) N 31° 29' 55" W for a distance of 113.67 feet;
- 6.) N 89° 34' 47" W for a distance of 147.74 feet;

Thence S 34° 28' 44" W for a distance of 190.43 feet to the centerline of E. Shafer View Drive;

Thence N 55° 18' 49" W along said centerline for a distance of 100.09 feet;

Thence leaving said centerline N 34° 41' 11" E for a distance of 107.53 feet;

Thence along the southerly boundary of said Lot 4 the following 15 courses and distances:

- 1.) N 04° 09' 19" E for a distance of 90.81 feet;
- 2.) N 26° 42' 26" W for a distance of 85.32 feet;
- 3.) N 56° 39' 37" W for a distance of 87.95 feet;
- 4.) N 75° 35' 35" W for a distance of 90.88 feet;

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www accuratesurveyors.com



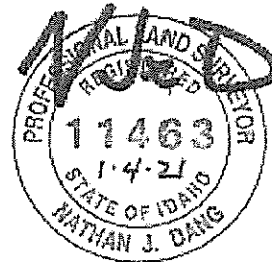
- 5.) N 86° 33' 28" W for a distance of 185.49 feet;
- 6.) S 71° 44' 26" W for a distance of 113.88 feet;
- 7.) S 60° 59' 28" W for a distance of 112.30 feet;
- 8.) N 76° 52' 47" W for a distance of 210.54 feet;
- 9.) S 78° 31' 59" W for a distance of 45.73 feet;
- 10.) S 51° 53' 13" W for a distance of 147.64 feet;
- 11.) S 65° 24' 50" W for a distance of 258.22 feet;
- 12.) S 17° 39' 49" W for a distance of 98.75 feet;
- 13.) S 03° 59' 33" E for a distance of 50.00 feet;
- 14.) 88.38 feet along the arc of a 275.00 foot radius curve right having a central angle of 18° 24' 12" and a long chord bearing N 84° 38' 15" W a distance of 88.00 feet;
- 15.) S 28° 48' 47" W for a distance of 206.91 feet to the centerline of E. Shafer View Drive;

Thence along said centerline the following 4 courses and distances:

- 1.) 103.63 feet along the arc of a 500.00 foot radius curve right having a central angle of 11° 52' 28" and a long chord bearing N 47° 59' 54" W for a distance of 103.44 feet;
- 2.) N 42° 01' 36" W for a distance of 107.12 feet;
- 3.) 83.86 feet along the arc of a 100.00 foot radius curve left having a central angle of 48° 02' 45" and a long chord bearing N 66° 02' 58" W a distance of 81.42 feet;
- 4.) S 89° 55' 39" W for a distance of 219.88 feet to the section line;

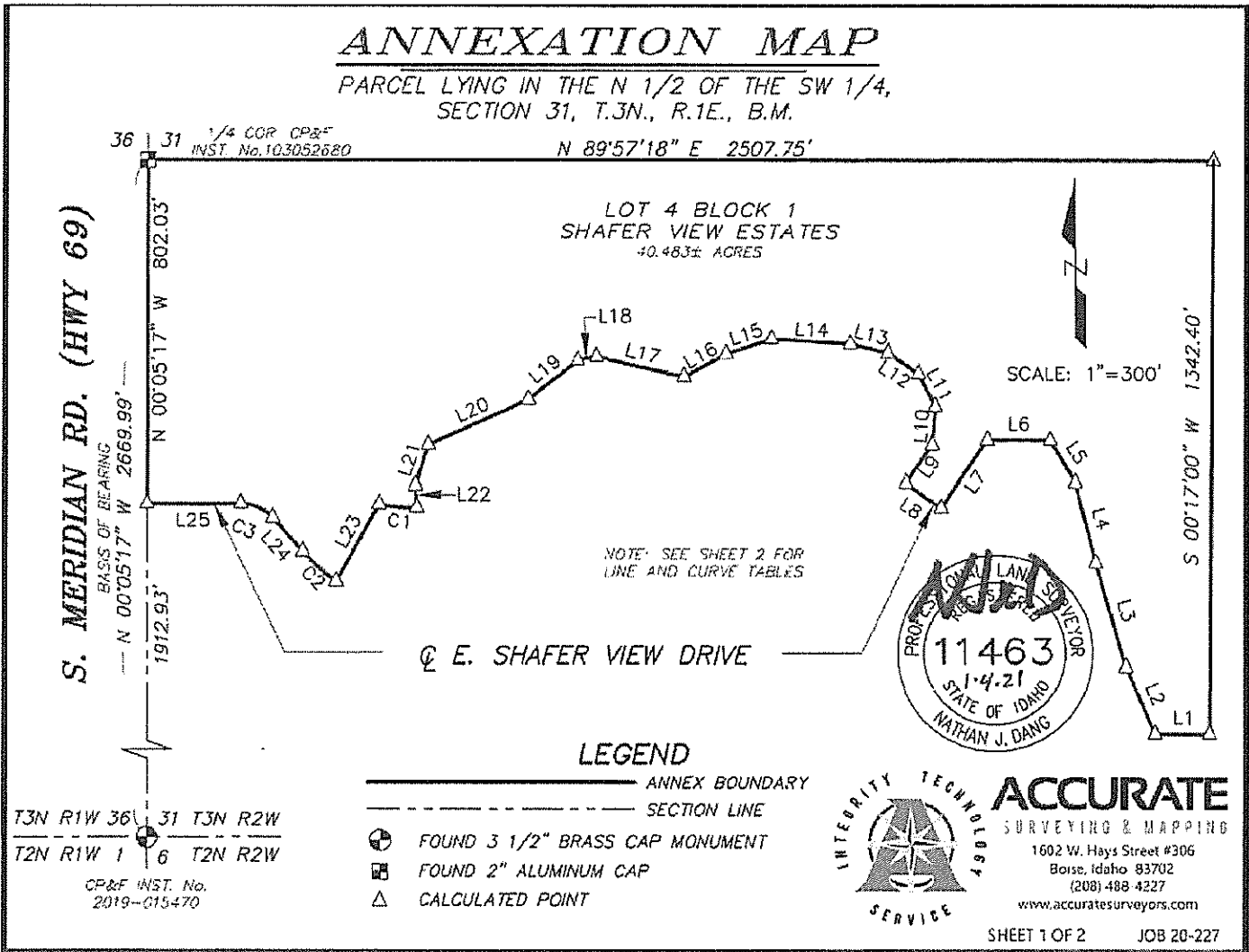
Thence N 00° 05' 17" W along the section line for a distance of 802.03 feet to the REAL POINT OF BEGINNING.

Parcel contains 40.483 acres, more or less.



# ANNEXATION MAP

PARCEL LYING IN THE N 1/2 OF THE SW 1/4,  
SECTION 31, T.3N., R.1E., B.M.



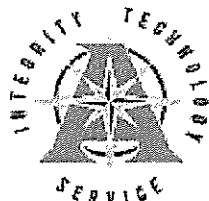
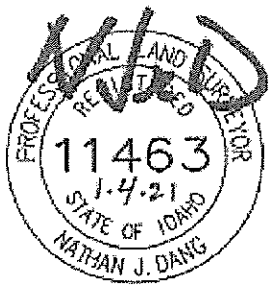


### LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°52'35" W	130.40'
L2	N 23°55'33" W	170.53'
L3	N 16°35'10" W	254.88'
L4	N 14°41'14" W	194.52'
L5	N 31°29'55" W	113.67'
L6	N 89°34'47" W	147.74'
L7	S 34°28'44" W	190.43'
L8	N 55°18'49" W	100.09'
L9	N 34°41'11" E	107.53'
L10	N 04°09'19" E	90.81'
L11	N 26°42'26" W	85.32'
L12	N 56°39'37" W	87.95'
L13	N 75°35'35" W	90.88'
L14	N 86°33'28" W	185.49'
L15	S 71°44'26" W	113.88'
L16	S 60°59'28" W	112.30'
L17	N 76°52'47" W	210.54'
L18	S 78°31'59" W	45.73'
L19	S 51°53'13" W	147.64'
L20	S 65°24'50" W	258.22'
L21	S 17°40'26" W	98.75'
L22	S 03°59'33" E	50.00'
L23	S 28°48'47" W	206.91'
L24	N 42°01'36" W	107.12'
L25	S 89°55'39" W	219.88'

### CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.38'	275.00'	18°24'50"	S 84°38'15" E	88.00'
C2	103.63'	500.00'	11°52'28"	N 47°59'54" W	103.44'
C3	83.86'	100.00'	48°02'45"	N 66°02'58" W	81.42'



**ACCURATE**  
 SURVEYING & MAPPING  
 1602 W. Hays Street #306  
 Boise, Idaho 83702  
 (206) 488-4227  
 www accuratesurveyors.com

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



**In the Matter of the Request for Annexation of a Total of 40.48-Acres of Land with R-2 (10.66 acres) and R-4 (29.82 acres) Zoning Districts; and Preliminary Plat Consisting of 50 Buildable Lots and 10 Common Lots on 39.01-Acres of Land in the R-2 and R-4 Zoning Districts for Shafer View Terrace Subdivision, by Breckon Land Design.**

**Case No(s). H-2020-0117**

**For the City Council Hearing Dates of: March 9, April 13, May 18, and June 1, 2021 (Findings on June 15, 2021)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of June 1, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 1, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 1, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 1, 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 June 1, 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 and Preliminary Plat is hereby approved with the requirement of a Development Agreement per the provisions in the Staff Report for the hearing date of June 1, 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 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 June 1, 2021

By action of the City Council at its regular meeting held on the 15th day of June, 2021.

COUNCIL PRESIDENT TREG BERNT VOTED AYE

COUNCIL VICE PRESIDENT BRAD HOAGLUN VOTED AYE

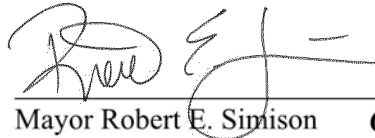
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

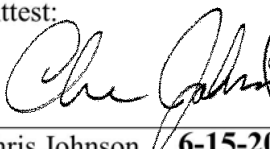
COUNCIL MEMBER JOE BORTON VOTED AYE

COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

  
\_\_\_\_\_  
Mayor Robert E. Simison 6-15-2021

Attest:

  
\_\_\_\_\_  
Chris Johnson 6-15-2021  
City Clerk



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

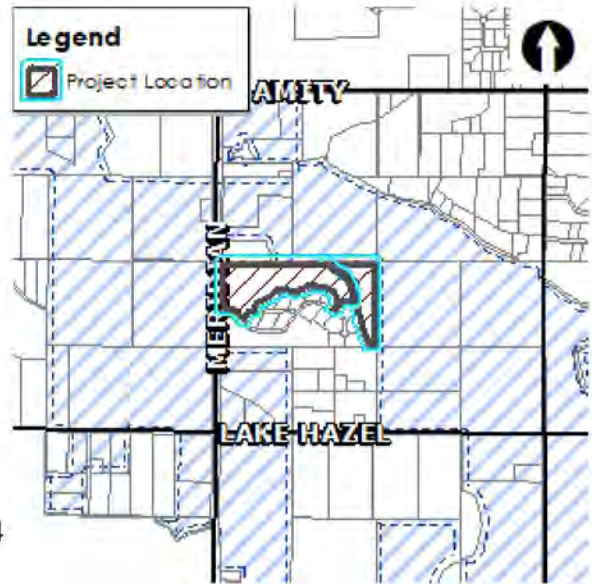
By:  Dated: 6-15-2021  
City Clerk's Office



**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: June 1, 2021  
 DATE: Continued from: March 9, April 13, and May 18, 2021  
 TO: Mayor & City Council  
 FROM: Sonya Allen, Associate Planner  
 208-884-5533  
 SUBJECT: H-2020-0117  
 Shafer View Terrace – AZ, PP  
 LOCATION: East side of S. Meridian Rd./SH 69, midway between E. Amity Rd. and E. Lake Hazel Rd., in the SW ¼ of Section 31, T.3N., R.1E. (Parcels #R7824220044 & #R7824220042)



**I. PROJECT DESCRIPTION**

Annexation of a total of 40.48 acres of land with R-2 (10.66 acres) and R-4 (29.82 acres) zoning districts; and Preliminary Plat consisting of 50 buildable lots and 10 common lots on 39.01 acres of land in the R-2 and R-4 zoning districts.

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details	Page
Acreage	39.01 acres	
Existing/Proposed Zoning	RUT in Ada County/R-2 and R-4	
Future Land Use Designation	Low Density Residential (LDR) (3 or fewer units/acre)	
Existing Land Use(s)	Agricultural land	
Proposed Land Use(s)	Single-family residential (SFR)	
Lots (# and type; bldg./common)	50 buildable lots/10 common lots	
Phasing Plan (# of phases)	2 phases	
Number of Residential Units (type of units)	50 SFR detached dwellings	
Density (gross & net)	1.76 units/acre (gross); 3.30 units/acre (net)	
Open Space (acres, total [%]/buffer/qualified)	5.26 acres (or 18.55%) overall common open space – 4.05 acres (or 14.27%) of which is <i>qualified</i> open space	
Amenities	Multi-sport court, tot lot, gazebo shade structure, multi-use pathway	
Physical Features (waterways, hazards, flood plain, hillside)	The McBirney Lateral runs along the southern boundary and through the western portion of the site. Another	

Description	Details	Page
Neighborhood meeting date; # of attendees:	waterway exists on the eastern portion of the site between the proposed R-2 and R-4 zoned properties. 10/13/20; 14 attendees	
History (previous approvals)	This property was previously platted as Lot 4, Block 1, Shafer View Estates, developed in Ada County and recorded in 2002 (Bk. 84, Pg. 9403). It was deed restricted and was only allowed to be used for open space as defined in the non-farm development section of the Ada County code and the planned development section of the Ada County code for a period of not less than 15 years from the recording date of the subdivision plat. <i>This property was originally proposed to be annexed with the adjacent Apex development but was later withdrawn.</i>	

B. Community Metrics

Description	Details	Pg
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	Yes (draft) No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access is proposed via E. Shafer View Dr., local street, and E. Quartz Creek St., collector street	
Traffic Level of Service Stub	ACHD does not set LOS thresholds for state highways. No stub streets exist to this property and no stub streets are proposed to adjacent properties.	
Street/Interconnectivity/Cross Access		
Existing Road Network	S. Meridian Rd./SH-69 exists along the west boundary and E. Shafer View Dr. exists along the south boundary.	
Existing Arterial Sidewalks / Buffers	No sidewalks or buffers exist along S. Meridian Rd./SH-69, a state highway, or E. Shafer View Dr., a local street	
Proposed Road Improvements	<b>Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):</b> <ul style="list-style-type: none"> <li>The intersection of Amity Road and Meridian Road/SH-69 is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes on the east, and 7-lanes on the west leg, and signalized between 2031-2035.</li> <li>The intersection of Lake Hazel Road and Meridian Road/SH-69 is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes on the east, and 7-lanes on the west leg, and signalized between 2036-2040.</li> <li>Amity Road is listed in the CIP to be widened to 5-lanes from Meridian Road/SH-69 to Locust Grove Road between 2036-2040.</li> <li>Lake Hazel Road is listed in the CIP to be widened to 3-lanes from Linder Road to Meridian Road/SH-69 between 2036-2040.</li> <li>Lake Hazel Road is listed in the CIP to be widened to 5-lanes from Meridian Road/SH-69 to Locust Grove Road between 2036-2040.</li> <li>Amity Road is scheduled in the IFYWP for pavement rehabilitation and pedestrian ramp construction from Meridian Road/SH-69 to Locust Grove Road in 2022.</li> </ul>	
Fire Service		
<ul style="list-style-type: none"> <li>Distance to Fire Station</li> <li>Fire Response Time</li> <li>Resource Reliability</li> </ul>	3.5 miles Falls within 5:00 minute response time area - nearest station is Fire Station #6 – can meet response time goals 87% - does meet the target goal of 80% or greater	

Description	Details	Pg
• Risk Identification	2 – current resources would <i>not</i> be adequate to supply service (open waterways)	
• Accessibility	Project meets all required access, road widths and turnaround.	
• Special/resource needs	Project will <i>not</i> require an aerial device; can meet this need in the required timeframe if a truck company is required.	
• Water Supply	Requires 1,000 gallons per minute for one hour, may be less if buildings are fully sprinklered.	
• Other Resources		

Police Service																																																																									
<ul style="list-style-type: none"> <li>Distance to Police Station</li> <li>Police Response Time</li> </ul>	<p>4 miles</p> <p>The average emergency response time in the City is just under 4 minutes (meets target goal of 3-5 minutes)</p> <table border="1"> <thead> <tr> <th colspan="3">Meridian Police Department - Shafer View North</th> </tr> </thead> <tbody> <tr> <td>Location of new development -</td> <td colspan="2">East of N Meridian Rd Between E Amity Rd &amp; E Lake Hazel Rd</td> </tr> <tr> <td>Time Frame -</td> <td colspan="2">01/01/2019 -12/31/2020</td> </tr> <tr> <td>Level of Service (LoS)- Delivered</td> <td colspan="2">By Reporting District (RD - M777)</td> </tr> <tr> <td colspan="3"><b>Calls for Service (CFS): Response Times: Dispatch to Arrival (all units)</b></td> </tr> <tr> <td colspan="3"><b>Average Response Times by Priority: 'City of Meridian'</b></td> </tr> <tr> <td>Priority 3 (MPD Goal is within 3 to 5 minutes)</td> <td></td> <td>3:43</td> </tr> <tr> <td>Priority 2 (MPD Goal is within 8 to 10 minutes)</td> <td></td> <td>7:11</td> </tr> <tr> <td>Priority 1 (MPD Goal is within 15 to 20 minutes)</td> <td></td> <td>10:37</td> </tr> <tr> <td colspan="3"><b>Average Response Times by Priority: 'M777'</b></td> </tr> <tr> <td>Priority 3</td> <td></td> <td>5:42</td> </tr> <tr> <td>Priority 2</td> <td></td> <td>11:43</td> </tr> <tr> <td>Priority 1</td> <td></td> <td>8:36</td> </tr> <tr> <td colspan="3"><b>Calls for Service (CFS): Calls occurring in RD 'M777'</b></td> </tr> <tr> <td></td> <td><b>CFS Count Total</b></td> <td><b>55</b></td> </tr> <tr> <td colspan="3"><b>% of Calls for Service split by Priority in 'M777'</b></td> </tr> <tr> <td></td> <td>% of P3 CFS</td> <td>1.8%</td> </tr> <tr> <td></td> <td>% of P2 CFS</td> <td>74.5%</td> </tr> <tr> <td></td> <td>% of P1 CFS</td> <td>23.6%</td> </tr> <tr> <td></td> <td>% of P0 CFS</td> <td>0.0%</td> </tr> <tr> <td colspan="3"><b>Crimes</b></td> </tr> <tr> <td></td> <td><b>Crime Count Total</b></td> <td><b>22</b></td> </tr> <tr> <td colspan="3"><b>Crashes</b></td> </tr> <tr> <td></td> <td><b>*Crash Count Total</b></td> <td><b>46</b></td> </tr> </tbody> </table> <p><b>Analyst Note (s):</b>  <b>Response Time and Calls for Service (CFS) by Priority</b> - Most frequent priority call types:  <ul style="list-style-type: none"> <li>Priority 3 calls involved Subject at the Door.</li> <li>Priority 2 calls most frequently involved Traffic Stops, Stalled Vehicles, and Welfare Checks (911 Hang Ups).</li> <li>Priority 1 calls most frequently involved No Contact Order Report, VIN Inspections, and Citizen Assists.</li> </ul> <b>Crime (occurred date) - Most frequent crimes involved:</b>  <ul style="list-style-type: none"> <li>Driving Under the Influence, and</li> <li>Liquor Law Violations (Open Container (Driver), Alcoholic Beverage Possession Under Age 21, etc.), and</li> <li>Drug/Narcotic Violations (Possession of Marijuana).</li> </ul> <b>*Crashes</b> - Most frequent crashes were:  <ul style="list-style-type: none"> <li>41.3% injury type crashes,</li> <li>26.1% property damage reports, and</li> <li>32.6% non-reportable crashes.</li> </ul> <b>Priority Response Times Defined:</b>  <b>Priority 0</b> type calls are no priority type of calls.  <b>Priority 1</b> type calls are for non-emergency type of calls where the officer will arrive at the earliest convenience, and shall obey all traffic laws.  <b>Priority 2</b> type calls require an urgent response where the officer will arrive as soon as practical, and should obey all traffic laws.  <b>Priority 3</b> type calls are an emergency response in which the lights and siren and driving as authorized for an emergency vehicle by Idaho Code to facilitate the quick and safe arrival of an officer to the scene.</p> <p><small>*Some data may be incomplete due to report processing times and/or system updates. Crashes include CC, RP or Call Building.</small></p>	Meridian Police Department - Shafer View North			Location of new development -	East of N Meridian Rd Between E Amity Rd & E Lake Hazel Rd		Time Frame -	01/01/2019 -12/31/2020		Level of Service (LoS)- Delivered	By Reporting District (RD - M777)		<b>Calls for Service (CFS): Response Times: Dispatch to Arrival (all units)</b>			<b>Average Response Times by Priority: 'City of Meridian'</b>			Priority 3 (MPD Goal is within 3 to 5 minutes)		3:43	Priority 2 (MPD Goal is within 8 to 10 minutes)		7:11	Priority 1 (MPD Goal is within 15 to 20 minutes)		10:37	<b>Average Response Times by Priority: 'M777'</b>			Priority 3		5:42	Priority 2		11:43	Priority 1		8:36	<b>Calls for Service (CFS): Calls occurring in RD 'M777'</b>				<b>CFS Count Total</b>	<b>55</b>	<b>% of Calls for Service split by Priority in 'M777'</b>				% of P3 CFS	1.8%		% of P2 CFS	74.5%		% of P1 CFS	23.6%		% of P0 CFS	0.0%	<b>Crimes</b>				<b>Crime Count Total</b>	<b>22</b>	<b>Crashes</b>				<b>*Crash Count Total</b>	<b>46</b>
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<p>West Ada School District</p> <ul style="list-style-type: none"> <li>Distance (elem, ms, hs)</li> </ul>
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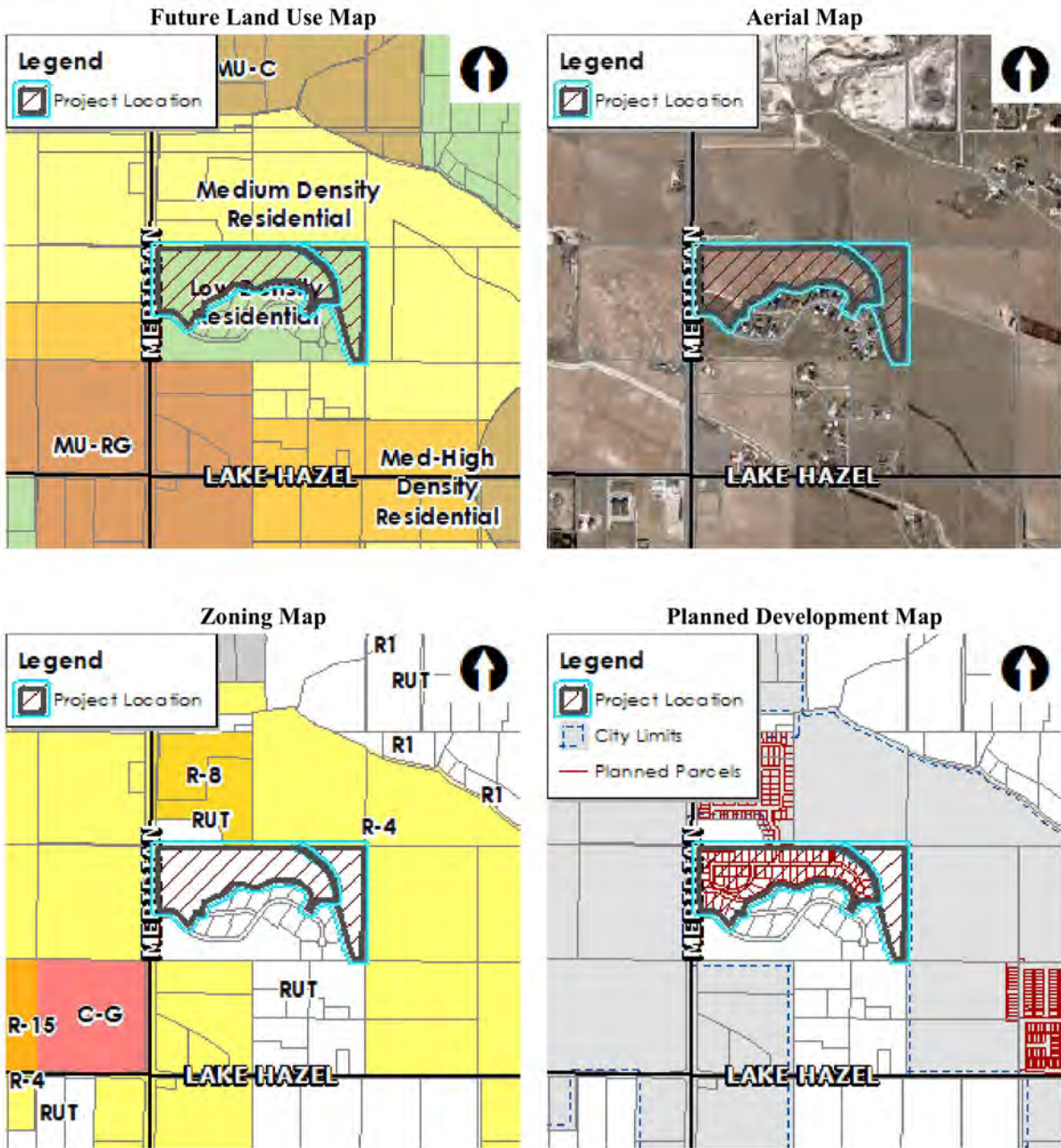


<ul style="list-style-type: none"> <li>Capacity of Schools</li> <li># of Students Enrolled</li> <li># of Students Predicted from this development</li> </ul>	<table border="1"> <thead> <tr> <th></th> <th>Enrollment</th> <th>Capacity</th> <th>Miles <small>(Dist. to School)</small></th> </tr> </thead> <tbody> <tr> <td>Mary McPherson Elementary*</td> <td>481*</td> <td>675</td> <td>1.3</td> </tr> <tr> <td>Victory Middle School</td> <td>868</td> <td>1000</td> <td>2.8</td> </tr> <tr> <td>Mountain View High School</td> <td>2218</td> <td>2175</td> <td>3.9</td> </tr> </tbody> </table> <p>*Enrollment number is estimated for the 2021-2022 school year based on current enrollment and future growth in the respective attendance area. It reflects changes made to the Mary McPherson Elementary attendance area.</p> <p>35 school aged children predicted from this development by WASD.</p>		Enrollment	Capacity	Miles <small>(Dist. to School)</small>	Mary McPherson Elementary*	481*	675	1.3	Victory Middle School	868	1000	2.8	Mountain View High School	2218	2175	3.9
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Mountain View High School	2218	2175	3.9														

<b>Wastewater</b>	
<ul style="list-style-type: none"> <li>Distance to Sewer Services</li> <li>Sewer Shed</li> <li>Estimated Project Sewer ERU's</li> <li>WRRF Declining Balance</li> <li>Project Consistent with WW Master Plan/Facility Plan</li> <li>Impacts/concerns</li> </ul>	<ul style="list-style-type: none"> <li>Directly adjacent</li> <li>South Black Cat Trunk Shed</li> <li>See application</li> <li>14.02</li> <li>Yes</li> <li> <ul style="list-style-type: none"> <li>Flow is committed</li> <li>See Public Works Site Specific Conditions</li> </ul> </li> </ul>

<b>Water</b>	
<ul style="list-style-type: none"> <li>Distance to Water Services</li> <li>Pressure Zone</li> <li>Estimated Project Water ERU's</li> <li>Water Quality</li> <li>Project Consistent with Water Master Plan</li> <li>Impacts/Concerns</li> </ul>	<ul style="list-style-type: none"> <li>Directly adjacent</li> <li>5</li> <li>See application</li> <li>None</li> <li>Yes</li> <li>See Public Works Site Specific Conditions</li> </ul>

C. Project Area Maps



A. Applicant:

Mary Wall, Breckon Land Design – PO Box 44465, Boise, ID 83711

B. Owners:

James Chambers, 39, LLC – 5356 N. Troon Pl., Boise, ID 83713

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

C. Representative:

Same as Applicant



**III. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Notification published in newspaper	1/15/2021	2/19/2021
Notification mailed to property owners within 300 feet	1/12/2021	2/16/2021
Applicant posted public hearing notice on site	1/21/2021	2/26/2021
Nextdoor posting	1/12/2021	2/16/2021

**IV. COMPREHENSIVE PLAN ANALYSIS ([Comprehensive Plan](#))**

The Future Land Use Map (FLUM) contained in the Comprehensive Plan designates this property as Low Density Residential (LDR).

The LDR designation allows for the development of single-family homes on large and estate lots at gross densities of three dwelling units or less per acre. These areas often transition between existing rural residential and urban properties. Developments need to respect agricultural heritage and resources, recognize view sheds and open spaces, and maintain or improve the overall atmosphere of the area. The use of open spaces, parks, trails and other appropriate means should enhance the character of the area.

The proposed development consists of a total of 50 single-family detached dwellings on large lots [i.e. 12,000 square foot (s.f.) minimum] on 39.01 acres of land at an overall gross density of 1.76 units/acre, which falls within the density range desired in LDR designated areas. This property abuts a County subdivision, Shafer View Estates, to the south and will provide a transition to future urban properties to the north, zoned R-4 and R-8.

The following Comprehensive Plan Policies are applicable to this development:

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

*Only one housing type, single-family detached, is proposed which Staff believes is appropriate due to the large lot sizes and density desired in LDR designated areas. The variety of lot sizes (i.e. 8,600-23,600 s.f.) proposed will provide for diversity in styles of homes, which Staff believes will contribute to the variety of housing in the City to meet the preferences and financial capabilities of Meridian’s present and future residents.*

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

*City water and sewer service is available and can be extended by the developer with development in accord with UDC 11-3A-21.*

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

*The proposed density and lot sizes should be compatible with the rural residential homes/properties to the south on 1+ acre lots in the County and future urban residential development to the north and east in the City.*

- “Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development.” (3.03.03A)

*The proposed development will connect to City water and sewer systems; services are required to be provided to and though this development in accord with current City plans.*

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

*City water and sewer services are available to this site and can be extended by the developer with development in accord with UDC 11-3A-21. The emergency response times for Police Dept. and Fire Dept. meets the established goals.*

- “With new subdivision plats, require the design and construction of pathway connections, easy pedestrian and bicycle access to parks, safe routes to schools, and the incorporation of usable open space with quality amenities.” (2.02.01A)

*A 10-foot wide multi-use pathway is proposed within the street buffer along S. Meridian Rd./SH-69 as required by the Pathways Master Plan and UDC 11-3H-4C.4. A total of 4.05 acres of qualified open space is proposed along with quality amenities (i.e. sports court, gazebo, tot lot, multi-use pathway).*

- “Evaluate comprehensive impacts of growth and consider City Master Plans and Strategic Plans in all land use decisions (e.g., traffic impacts, school enrollment, and parks).” (3.01.01A)

*The Traffic Impact Study (TIS) was not required by ACHD for this development.*

*WASD submitted comments stating that approximately 35 school aged children are estimated to be generated by this development; enrollment at Mary McPherson Elementary School and Victory Middle School is currently under capacity and Mountain View High School is over capacity (see Section VIII.I). According to the Community Development’s school impact analysis, enrollment at Victory Middle School will be slightly over capacity at build-out of building permits already issued in this area at 104% (Mary McPherson will be 95% and Mountain View will be 109%) (see Section VIII.J).*

*The closest City Park to this site is Discovery Park, consisting of 77-acres, to the southeast on E. Lake Hazel Rd., ¼ mile east of S. Locust Grove Rd. A future City Park is designated on the FLUM within a half mile of this site to the west.*

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

*The proposed site design features a 1:1, 2:1 and 3:1 transition in proposed lots to existing lots in Shafer View Estates to the south. These lots are separated by an existing 41-foot wide easement for the McBirney Lateral which provides an added buffer between rural lots and proposed urban lots.*

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

*Urban sewer and water infrastructure and curb, gutter and sidewalks are proposed as required with this development.*



*In summary, Staff believes the proposed development plan is generally consistent with the vision of the Comprehensive Plan per the analysis above.*

**V. UNIFIED DEVELOPMENT CODE ANALYSIS (UDC)**

**A. Annexation:**

The proposed annexation is for 40.48 acres of land with R-2 (10.66 acres) and R-4 (29.82 acres) zoning districts, which includes adjacent right-of-way to the section line of S. Meridian Rd./SH-69 and to the centerline of E. Quartz Creek St.

A total of 50 residential dwelling units are proposed to develop on the site at an overall gross density of 1.76 units per acre consistent with the associated LDR FLUM designation for the site. Although the proposed density is more consistent with an R-2 (Low Density Residential) zoning district, the Applicant requests R-4 in order to provide a transition in lot sizes between the existing rural residential subdivision to the south (Shafer View Estates) and the future urban residential subdivision approved to the north (Prevail Subdivision), zoned R-8. Larger lots are proposed adjacent to the southern boundary that gradually transition to smaller lots to the north.

The property is contiguous to City annexed land and is within the City's Area of City Impact boundary. A legal description and exhibit map of the overall annexation area along with individual legal descriptions and exhibit maps for the R-2 and R-4 zoning districts are included in Section VIII.A.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. To ensure future development is consistent with the Comprehensive Plan and with the development plan proposed with this application, Staff recommends a new DA is required with this application, containing the provisions noted in Section VIII.A, as discussed below.

**B. Preliminary Plat:**

The proposed plat is a re-subdivision of Lot 4, Block 1, Shafer View Estates, developed in Ada County and recorded in 2002 (Bk. 84, Pg. 9403). This lot was deed restricted and was only allowed to be used for open space as defined in the non-farm development section of the Ada County code and the planned development section of the Ada County code for a period of not less than 15 years from the recording date of the subdivision plat. The required time period has elapsed and the lot is now eligible for redevelopment.

The proposed preliminary plat consists of 50 buildable lots and 10 common lots on 39.01 acres of land in the R-2 and R-4 zoning districts. The subdivision is proposed to develop in three (3) phases as shown on the phasing plan in Section VII.B. The first and second phases consist of 28.35 acres and is proposed to develop with 50 single-family detached homes at a gross density of 1.76 units per acre and a net density of 3.30 units per acre with an average lot size of 13,444 s.f. The third phase consists of 10.66 acres and is proposed to be platted as one large lot that will be developed at a later date under a separate application by the property owner. This portion of the site is under separate ownership from the rest of the site and was previously illegally split off; therefore, it's ineligible for development until included in a subdivision to create a legal lot for development purposes.

**Existing Structures/Site Improvements:**

There are no existing structures or site improvements on this property other than a private drainage facility on Lot 6, Block 6.



**Proposed Use Analysis:**

Single-family detached dwellings are listed as a principal permitted uses in both the R-2 and R-4 zoning districts per UDC Table [11-2A-2](#): Allowed Uses in the Residential Districts.

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

Development of the proposed lots is required to comply with the dimensional standards of the R-2 district in [UDC Table 11-2A-4](#) and the R-4 district in [\(UDC Table 11-2A-5\)](#), as applicable.

**Subdivision Design and Improvement Standards (UDC [11-6C-3](#)):**

Development of the subdivision is required to comply with the subdivision design and improvement standards listed in UDC 11-6C-3, including but not limited to streets and block face.

Block faces are limited to 750' in length without an intersecting street or alley but may extend up to 1,000' where a pedestrian connection is provided as set forth in UDC 11-6C-3F.3. City Council may approve a block face up to 1,200' in length where block design is constrained by certain site conditions that include a large waterway or irrigation facility; block faces over 1,200 feet require a waiver from Council. A 90 degree turn in a roadway may constitute a break in the block face; however, overall pedestrian and vehicular connectivity will be considered when evaluating the appropriateness of block lengths greater than 750' in length – additional pedestrian and/or roadway connections may be required.

The face of Block 3 exceeds 1,200' and does not provide a pedestrian connection other than the emergency access driveway which may serve as a pedestrian connection between the proposed subdivision and Shafer View Estates to the south. **The Applicant requests City Council approval of the proposed block length due to existing site constraints that include the following: 1) the narrow configuration of the subject property; 2) the location of the McBirney Lateral, a large waterway/irrigation facility, that runs along the southern boundary and through the western portion of the proposed subdivision; and 3) the existing Shafer View subdivision that abuts the site to the south, south of the lateral, which does not include any pedestrian pathways or stub streets to this property. If not approved, the plat should be reconfigured to comply with this standard. An emergency access road for Fire Dept. is proposed between the end of the cul-de-sac and E. Shafer View Rd. but it's not a public access.**

The cul-de-sac length complies with UDC standards.

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

Direct lot access is proposed via E. Shafer View Dr., an existing local street along the southern boundary of the site, for the lots south of the McBirney Lateral; the lots north of the lateral will be accessed via two (2) accesses from E. Quartz Creek St., a planned collector street along the northern boundary of the site. The UDC (11-3A-3) restricts and limits access points to collector streets where access to a local street is available. Local street access is not available to the northern portion of the proposed development. Due to the configuration of the property, without the easterly second access, the cul-de-sac would exceed the maximum length standard of 500' allowed by the UDC ([11-6C-3B.4](#)). Therefore, Staff is supportive of the proposed accesses.

An emergency access for the Fire Dept. is proposed between the cul-de-sac and E. Shafer View Drive. A public street connection is not proposed to E. Shafer View Dr. for several reasons, including the following: 1) residents in Shafer View Estates were strongly opposed to the connection; 2) modification to the McBirney Lateral would be necessary to design a public road in that location and the lateral is under the jurisdiction of the Bureau of Reclamation (BOR) and the process for modifications to their canal and an encroachment on their easement is very time consuming (i.e. 12+/- months) with no guarantees of approval; 3) approval from Nampa-Kuna



Irrigation District would also be needed as they have irrigation piping located in this area as well; 4) a public road through that area would require a new pump system for the Shafer View Estates irrigation system as the road would go through the existing pump system – moving the pump system would also require moving/modifying a large BOR irrigation pipe that feeds the irrigation pump station; and 5) the cost of design and irrigation infrastructure work required to put in a public road is estimated to be \$100,000.00 to \$150,000.00 (see Applicant's [explanation](#) for more detail). For these reasons, Staff does not recommend a connection is provided.

Access to the R-2 zoned portion of the site is anticipated to be provided from the east as that portion of the site is planned to develop with the Apex development to the east.

Direct lot access via S. Meridian Rd./SH-69 and E. Quartz Creek St. is prohibited.

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

Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family detached dwellings based on the number of bedrooms per unit.

The proposed street sections accommodate on-street parking on both sides of the streets for guests in addition to driveway parking spaces on each lot. Staff is of the opinion sufficient parking can be provided for this development.

**Pathways (UDC [11-3A-8](#)):**

A 10' wide detached multi-use pathway is proposed as required within the street buffer along S. Meridian Rd./SH-69 per UDC [11-3H-4C.4](#) and the Pathways Master Plan. **The pathway is required to be placed in a 14-foot wide public use easement, which shall be submitted to the Planning Division prior to submittal for City Engineer signature on the final plat(s) for Phase 1.** If the pathway will be located entirely within the right-of-way, a public pedestrian easement is not needed.

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

Sidewalks are required to be provided adjacent to all streets as set forth in UDC 11-3A-17. Where the multi-use pathway is required along S. Meridian Rd./SH-69, the pathway may take the place of the sidewalk. A combination of attached and detached sidewalks are proposed within the development as depicted on the landscape plan.

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

Eight-foot wide parkways are proposed along all internal public streets where detached sidewalks are proposed. All parkways should be constructed in accord with the standards listed in UDC [11-3A-17E](#).

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

A 35-foot wide street buffer is required adjacent to S. Meridian Rd./SH-69, an entryway corridor; and a 20-foot wide street buffer is required adjacent to E. Quartz Creek St., a collector street, as proposed. Landscaping is required to be installed within the buffer per the standards listed in [UDC 11-3B-7C](#), which require buffers to be planted with a *mix* of trees and shrubs, lawn, or other vegetative groundcover. Street buffer landscaping is proposed in *excess* of UDC standards as shown on the landscape plan in Section VII.C.

Common open space is required to be landscaped in accord with the standards listed in UDC 11-3G-3E. At a *minimum*, one tree per 8,000 square feet of common area is required to be provided along with lawn or other vegetative groundcover. Landscaping is proposed in *excess* of UDC standards as shown on the landscape plan in Section VII.C.

Landscaping is required adjacent to the pathway along S. Meridian Rd./SH-69 per the standards in UDC [11-3B-12C](#). A 5' wide landscape strip is required on both sides of the pathway planted with a *mix* of trees, shrubs, lawn and/or other vegetative ground cover. **The Landscape**



**Requirements table should include the linear feet of pathway with the required vs. proposed number of trees to demonstrate compliance with UDC standards.**

Landscaping is required within parkways per the standards listed in UDC [11-3A-17](#) and [11-3B-7C](#). **The Landscape Requirements table should include the linear feet of parkways within the development with the required vs. proposed number of trees to demonstrate compliance with UDC standards.**

There are existing trees on this site at the fronts of Lots 1-5, Block 6 along E. Shafer View Dr. If any of these trees are proposed to be removed, mitigation may be required per the standards listed in UDC 11-3B-10C.5. Contact the City Arborist, Matt Perkins, prior to removing any trees from the site to determine mitigation requirements.

**Noise Mitigation (UDC [11-3H-4D](#)):**

Noise abatement is required for residential uses adjoining state highways as set forth in the standards listed in UDC 11-3H-4D.

A 4-foot tall berm with a 6-foot tall solid wall by Simtek is proposed along S. Meridian Rd. as noise abatement as depicted on the detail on Sheet L1.0 of the Landscape Plan. Architectural elements are proposed to break up monotonous wall planes as required. ~~A detail of the proposed wall that demonstrates compliance with the standards listed in UDC 11-3H-4D should be submitted with the final plat for the first phase of development.~~ *Depicted on the revised landscape plan.*

**Qualified Open Space (UDC [11-3G](#)):**

A minimum of 10% *qualified* open space meeting the standards listed in UDC 11-3G-3B is required for developments over 5 acres in size. Based on the area of the plat, 39.01 acres, a minimum of 3.90 acres of qualified open space is required.

A total of 5.26 acres (or 18.55%) of common open space is provided within the overall development, 4.05 acres (or 14.27%) of which is qualified per the standards in UDC 11-3G-3B, which *exceeds* UDC standards (see open space exhibit in Section VII.D). Qualified open space consists of half the street buffer along S. Meridian Rd./SH-69, all of the street buffer along E. Quartz Creek St., 8-foot wide parkways, linear open space, and open grassy areas of at least 50' x 100' in area. Lot 9, Block 3 does contain a pond but it does not encompass more than 25% of the required open space area as required. **The pond is required to have recirculated water and should be maintained such that it doesn't become a mosquito breeding ground as set forth in UDC 11-3G-3B.7.**

**Qualified Site Amenities (UDC [11-3G](#)):**

A minimum of one (1) *qualified* site amenity is required for developments over 5 acres in size and up to 20 acres, with one (1) additional amenity required for each additional 20 acres of development area.

Based on a total of 39.01 acres of development area, a minimum of one (1) qualified site amenity is required. A multi-sport court, tot lot, gazebo shade structure and segment of the City's multi-use pathway system is proposed in *excess* of UDC standards.

**Storm Drainage:**

An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction is required to follow Best Management Practices as adopted by the City. The Applicant submitted a [Limited Geotechnical Engineering Report](#) for the subdivision.

The preliminary plat depicts an existing private drainage facility and existing & proposed ACHD drainage facilities and easements.



**Pressure Irrigation (UDC [11-3A-15](#)):**

Underground pressurized irrigation water is required to be provided for each and every lot in the subdivision as required in UDC 11-3A-15.

**Utilities (UDC [11-3A-21](#)):**

Utilities are required to be provided to the subdivision as required in UDC 11-3A-21.

**Waterways (UDC [11-3A-6](#)):**

The McBirney Lateral is a large open waterway that lies within a 41-foot wide easement along the southern boundary of the site and through the western portion of the site. Another waterway (38' wide) exists on the eastern portion of the site between the proposed R-2 and R-4 zoned property ~~within a 23-foot wide NMID and BKID easement; the Applicant verified with the Boise Project Board of Control that the waterway is not within an easement.~~ This project is not within the flood plain.

The UDC allows waterways such as this to remain open when used as a water amenity or linear open space as defined in UC 11-1A-1; otherwise, they are required to be piped or otherwise covered per UDC 11-3A-6B. The decision-making body may waive this requirement if it finds the public purpose requiring such will not be served and public safety can be preserved.

**The Applicant is not proposing to improve the McBirney Lateral as a water amenity or linear open space but is proposing to install a 6-foot tall wrought iron fence along the waterway to deter access to the waterway and ensure public safety. The Applicant requests approval of a waiver from Council to allow the waterway to remain open and not be piped. The Applicant states the Boise Project Board of Control opposes any improvements within their right-of-way. The other waterway should be piped or improved as a water amenity or linear open space as required.**

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

All fencing is required to comply with the standards listed in UDC 11-3A-6C for fencing along waterways and the general fencing standards in 11-3A-7.

A mix of 6-foot tall wrought iron and 6-foot tall solid vinyl fencing is proposed adjacent to common areas; 6-foot tall wrought iron fencing is proposed along the McBirney Lateral. **There appears to be gaps in the fencing along the lateral on common lots that abut the waterway; fencing should be included in these areas to prevent access to the waterway and to ensure public safety.**

**Building Elevations (UDC [11-3A-19](#) | [Architectural Standards Manual](#)):**

Conceptual building elevations have not yet been prepared for this development. However, the Applicant did submit several sample photos of 2-story homes that will be similar to those constructed in this development, included in Section VII.E. *Single-family detached dwellings are exempt from the design standards in the Architectural Standards Manual.*

**Because homes on lots that abut S. Meridian Rd. and E. Quartz Creek St. will be highly visible, the rear and/or side of structures on lots that face those streets should incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.***

## VI. DECISION

### A. Staff:

Staff recommends approval of the requested annexation and preliminary plat with the conditions noted in Section VIII per the Findings in Section IX.

### B. The Meridian Planning & Zoning Commission heard these items on February 4, 2021. At the public hearing, the Commission moved to recommend approval of the subject AZ and PP requests.

#### 1. Summary of Commission public hearing:

- a. In favor: Jon Breckon, Breckon Land Design (Applicant's Representative)
- b. In opposition: None
- c. Commenting: Marvin Ward, Gayle Ward
- d. Written testimony: Mary Wall, Breckon Land Design
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

#### 2. Key issue(s) of public testimony:

- a. Concern pertaining to safety of access to Lots 2-5, Block 6 accessed via Shafer View Dr. with the configuration of E. Shafer View Dr. and change in grade in that area;
- b. Preference for 1-acre lots to be provided on the south side of the McBirney Lateral consistent with adjacent existing 1-acre lots in Shafer View Estates.
- c. Applicant testified they are willing to add more landscaping at the entry to the development near the S. Meridian Rd./SH-69 and E. Shafer View Dr. intersection.

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

- a. In favor of the provision of additional landscaping at the entrance of the subdivision at the intersection of S. Meridian Rd./SH-69 and E. Shafer View Dr. as offered by the Applicant;
- b. Possibility of reducing the number of homes in the area south of the McBirney Lateral (Lots 2-6, Block 6) to enhance safety in that area;
- c. Concern pertaining to lack of comments from ITD;
- d. Would prefer a better transition in lot sizes to the south, specifically Lots 15-17, Block 3 (maybe lose a lot);
- e. Discussion regarding the proposed amenities;
- f. Opinion that the style and size of the proposed homes should be compatible with adjacent homes in Shafer View Estates.

#### 4. Commission change(s) to Staff recommendation:

- a. At Staff's request, include a condition for the 38' wide slough/drain on the eastern portion of the site to be contained entirely within a common lot(s) with fencing required on both sides of the drain consistent with the standards in UDC 11-3A-7A.7b per UDC 11-3A-7A.7a;
- b. At Staff's request, include a condition requiring the common lot(s) containing the slough/drain to have vegetative groundcover to prevent fire hazard and unsightliness if the waterway is piped; and,
- c. At Staff's request, modify condition #9 to allow the option for the waterways on the site to be improved as a water amenity as an alternative to being piped as allowed by UDC 11-3A-6C.2 with submittal of construction drawings & relevant calculations prepared by a qualified licensed professional registered in the State of Idaho that demonstrates compliance with the requirements for water amenities as defined in UDC 11-1A-1.
- d. Include a condition for the entrance to the subdivision at the intersection of S. Meridian Rd./SH-69 and Shafer View Dr. to be improved with additional landscaping as offered by the Applicant;



- e. Include a condition for one (1) buildable lot to removed in the area of Lots 2-5, Block 6 south of the McBirney Lateral.
- 5. Outstanding issue(s) for City Council:
  - a. The Commission requested an ITD review of the project and comments prior to the Council hearing; comments from ITD are included in Section VIII.N;
  - b. The Applicant's request for a waiver to UDC 11-3A-6 to allow the McBirney Lateral to remain open and not be piped;
  - c. The Applicant's request for a waiver to UDC 11-6C-3F.3b to exceed the maximum block length allowed of 1,200' as allowed by UDC 11-6C-3F.4; and,
  - d. The Applicant's request for a waiver to UDC 11-3A-3 to allow two (2) accesses via the collector street (E. Quartz Creek St.) along the northern boundary of the site.
- C. The Meridian City Council heard these items on March 9<sup>th</sup> April 13<sup>th</sup> and May 18<sup>th</sup>. At the public hearing on May 18<sup>th</sup>, Council moved to continue the subject AZ and PP requests to the June 1<sup>st</sup> hearing.
  - 1. Summary of the City Council public hearing:
    - a. In favor: Jon Breckon, Breckon Land Design (Applicant's Representative)
    - b. In opposition: None
    - c. Commenting: Marvin Ward
    - d. Written testimony: Charles Boyd and Deborah Boyd
    - e. Staff presenting application: Sonya Allen
    - f. Other Staff commenting on application: None
  - 2. Key issue(s) of public testimony:
    - a. Opposition to the lot sizes of the (4) lots accessed via Shafer View Dr.; would like lot sizes of at least 1-acre in size comparable with the 1 to 1.24-acre lot sizes in Shafer View Estates;
    - b. Safety concerns pertaining to driveways so close to Meridian Rd. and the topography in that area which creates poor visibility because of the immediate incline from Meridian Rd. – requests the number of lots are reduced to 2 in that area to ensure no driveways are placed near the top of the hill.
  - 3. Key issue(s) of discussion by City Council:
    - a. Council asked the Applicant if they were willing to pay their proportionate share for a right-turn lane as recommended by ITD – the response was yes, they are. Council would like more information from ITD in regard to when the turn lane would be constructed if funds are allocated for the improvement; what are future plans for widening/turn lanes for this area, how much money needs to be collected for turn lane before it's constructed? Does ITD have any other means of collecting funds for these improvements except through development.
    - b. The safety of the access onto Shafer View from S. Meridian Rd./SH-69 and additional homes with driveways near the intersection conflicting with the topography in that area (incline from Meridian Rd.);
    - c. The Applicant's request for a waiver to exceed the City's maximum block face standards;
    - d. The Applicant agreed to construct a right-turn lane if required by the City to ensure it's done in a timely manner rather than pay their proportionate share to ITD for the improvement.
  - 4. City Council change(s) to Commission recommendation:
    - a. Council continued this project to June 1st in order for Staff & the Applicant to work with ITD on northbound right-turn lane on S. Meridian Rd. onto E. Quartz Creek St.

(immediate need vs. long-term). See right turn lane exhibit submitted by the Applicant and conceptually approved by ITD in Section VII.F below.

- b. Council voted to include a DA provision requiring the developer to construct a northbound right turn lane on S. Meridian Rd./SH-69 onto E. Quartz Creek St. prior to issuance of the first building permit within the first phase of development in accord with ITD standards.
- c. Council approved the requested waivers to UDC 11-6C-3F to allow Block 3 to exceed 1,200 feet due to existing site constraints; to UDC 11-3A-6B to allow the McBirney lateral to remain open and not be piped due to Council's finding that the public purpose requiring such will not be served and public safety can be preserved; and to UDC 11-3A-3 to allow the two (2) proposed accesses via E. Quartz Creek St., a collector street.



## VII. EXHIBITS

### A. Annexation Legal Description & Exhibit Map



#### Annexation Land Description

A parcel of land being a portion of the North Half of the Southwest Quarter of Section 31, Township 3 North, Range 1 East of the Boise Meridian, Ada County, Idaho and all of Lot 4, Block 1 of Shafer View Estates Subdivision as recorded in Book 64 of Plats at Pages 9403 and 9404, Records of Ada County, said parcel is located in the North Half of the Southwest Quarter of Section 31, Township 3 North, Range 1 East of the Boise Meridian, Ada County, Idaho, being more particularly described as follows:

**BEGINNING** at the found aluminum cap monument at the Quarter Corner common to Section 31, T3N, R1E and Section 36, T3N, R1W as perpetuated by document 103052680, Records of Ada County, from which the found brass cap at the township corner common to Township 3 North, Ranges 1 East and 1 West, and Township 2 North, Ranges 1 East and 1 West as perpetuated by document 2019-015470, Records of Ada County bears S 00° 05' 17" E a distance of 2669.99 feet;

Thence N 89° 57' 18" E along the mid-section line for a distance of 2507.75 feet to the northeast corner of said Lot 4;

Thence S 00° 17' 00" W along the easterly line of said Lot 4 for a distance of 1342.40 feet;

Thence along the southerly boundary of said Lot 4 the following 6 courses and distances:

- 1.) N 89° 52' 35" W for a distance of 130.40 feet;
- 2.) N 23° 55' 33" W for a distance of 170.53 feet;
- 3.) N 16° 35' 10" W for a distance of 254.88 feet;
- 4.) N 14° 41' 14" W for a distance of 194.52 feet;
- 5.) N 31° 29' 55" W for a distance of 113.67 feet;
- 6.) N 89° 34' 47" W for a distance of 147.74 feet;

Thence S 34° 28' 44" W for a distance of 190.43 feet to the centerline of E. Shafer View Drive;

Thence N 55° 18' 49" W along said centerline for a distance of 100.09 feet;

Thence leaving said centerline N 34° 41' 11" E for a distance of 107.53 feet;

Thence along the southerly boundary of said Lot 4 the following 15 courses and distances:

- 1.) N 04° 09' 19" E for a distance of 90.81 feet;
- 2.) N 26° 42' 26" W for a distance of 85.32 feet;
- 3.) N 56° 39' 37" W for a distance of 87.95 feet;
- 4.) N 75° 35' 35" W for a distance of 90.88 feet;

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- 5.) N 86° 33' 28" W for a distance of 185.49 feet;
- 6.) S 71° 44' 26" W for a distance of 113.88 feet;
- 7.) S 60° 59' 28" W for a distance of 112.30 feet;
- 8.) N 76° 52' 47" W for a distance of 210.54 feet;
- 9.) S 78° 31' 59" W for a distance of 45.73 feet;
- 10.) S 51° 53' 13" W for a distance of 147.64 feet;
- 11.) S 65° 24' 50" W for a distance of 258.22 feet;
- 12.) S 17° 39' 49" W for a distance of 98.75 feet;
- 13.) S 03° 59' 33" E for a distance of 50.00 feet;
- 14.) 88.38 feet along the arc of a 275.00 foot radius curve right having a central angle of 18° 24' 12" and a long chord bearing N 84° 38' 15" W a distance of 88.00 feet;
- 15.) S 28° 48' 47" W for a distance of 206.91 feet to the centerline of E. Shafer View Drive;

Thence along said centerline the following 4 courses and distances:

- 1.) 103.63 feet along the arc of a 500.00 foot radius curve right having a central angle of 11° 52' 28" and a long chord bearing N 47° 59' 54" W for a distance of 103.44 feet;
- 2.) N 42° 01' 36" W for a distance of 107.12 feet;
- 3.) 83.86 feet along the arc of a 100.00 foot radius curve left having a central angle of 48° 02' 45" and a long chord bearing N 66° 02' 58" W a distance of 81.42 feet;
- 4.) S 89° 55' 39" W for a distance of 219.88 feet to the section line;

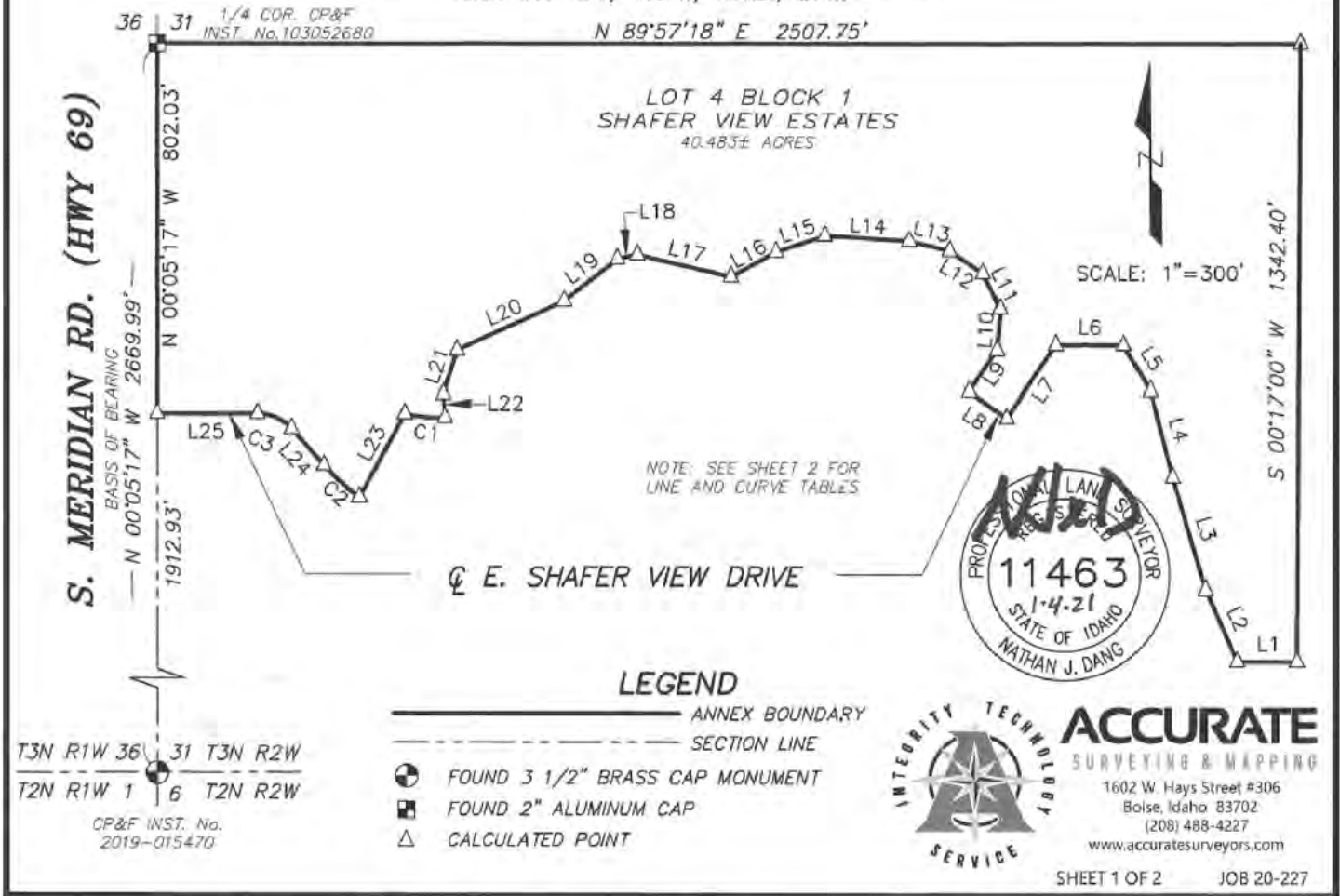
Thence N 00° 05' 17" W along the section line for a distance of 802.03 feet to the **REAL POINT OF BEGINNING.**

Parcel contains 40.483 acres, more or less.



# ANNEXATION MAP

PARCEL LYING IN THE N 1/2 OF THE SW 1/4,  
SECTION 31, T.3N., R.1E., B.M.



### LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°52'35" W	130.40'
L2	N 23°55'33" W	170.53'
L3	N 16°35'10" W	254.88'
L4	N 14°41'14" W	194.52'
L5	N 31°29'55" W	113.67'
L6	N 89°34'47" W	147.74'
L7	S 34°28'44" W	190.43'
L8	N 55°18'49" W	100.09'
L9	N 34°41'11" E	107.53'
L10	N 04°09'19" E	90.81'
L11	N 26°42'26" W	85.32'
L12	N 56°39'37" W	87.95'
L13	N 75°35'35" W	90.88'
L14	N 86°33'28" W	185.49'
L15	S 71°44'26" W	113.88'
L16	S 60°59'28" W	112.30'
L17	N 76°52'47" W	210.54'
L18	S 78°31'59" W	45.73'
L19	S 51°53'13" W	147.64'
L20	S 65°24'50" W	258.22'
L21	S 17°40'26" W	98.75'
L22	S 03°59'33" E	50.00'
L23	S 28°48'47" W	206.91'
L24	N 42°01'36" W	107.12'
L25	S 89°55'39" W	219.88'

### CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.38'	275.00'	18°24'50"	S 84°38'15" E	88.00'
C2	103.63'	500.00'	11°52'28"	N 47°59'54" W	103.44'
C3	83.86'	100.00'	48°02'45"	N 66°02'58" W	81.42'



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 Boise, Idaho 83702  
 (208) 488-4227  
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SHEET 2 OF 2      JOB 20-227



R-2 Legal Description:



9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

January 6, 2020  
Project No. 18-037  
Legal Description  
Portion of Lot 4, Block 1 of  
Shafer View Estates

Exhibit A

A parcel of land being a portion of Lot 4, Block 1 of Shafer View Estates (Book 84 of Plats, Pages 9403-9404, records of Ada County, Idaho) which is situated in the North 1/2 of the Southwest 1/4 of Section 31, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada county, Idaho, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch rebar marking the Center of said Section 31 (also being the northeast corner of said Lot 4, Block 1), which bears N89°57'15"E a distance of 2,507.62 feet from an aluminum cap marking the West 1/4 corner of said Section 31, thence following the easterly line of said North 1/2 of the Southwest 1/4, S00°16'52"W a distance of 1,342.44 feet (formerly S00°15'38"W a distance of 1/342.81 feet) to the southeasterly corner of said North 1/2 of the Southwest 1/4 (also being the southeast corner of said Lot 4, Block 1); Thence leaving said easterly line and following the southerly line of said North 1/2 of the Southwest 1/4, N89°52'31"W a distance of 130.43 feet to the southeast corner of Lot 13, Block 1 of said Shafer View Estates; Thence leaving said southerly line and following the boundary of Lot 4, Block 1 the following courses:

1. N23°55'33"W (formerly N23°56'32"W) a distance of 170.57 feet;
2. N16°35'10"W (formerly N16°36'09"W) a distance of 254.88 feet;
3. N14°41'01"W (formerly N14°42'00"W) a distance of 193.75 feet;
4. N31°15'14"W (formerly N31°16'13"W) a distance of 114.54 feet to a found 1/2-inch rebar;
5. N89°52'31"W (formerly N89°53'30"W) a distance of 23.81 feet to a point on the northerly line of the 41-foot wide McBirney Lateral easement;

Thence leaving the boundary of said Lot 4, Block 1 and following said northerly line the following courses:

1. N77°19'36"E a distance of 75.47 feet;
2. N75°37'04"E a distance of 27.30 feet to a point on the centerline of the 38-foot wide drain ditch easement shown on said Shafer View Estates subdivision plat;

Thence leaving said northerly line and following said centerline the following courses:

1. N06°28'52"W a distance of 151.79 feet;
2. N17°26'22"W a distance of 120.33 feet;
3. N25°50'09"W a distance of 63.86 feet;
4. N36°41'30"W a distance of 99.39 feet;
5. N50°03'15"W a distance of 84.54 feet;
6. N55°05'59"W a distance of 124.96 feet;
7. N51°46'38"W a distance of 99.63 feet;
8. N61°36'51"W a distance of 33.43 feet;
9. N67°05'46"W a distance of 68.04 feet to the northerly line of said North 1/2 of the Southwest 1/4 (also being the northerly line of said Lot 4, Block 1);

ENGINEERS | SURVEYORS | PLANNERS

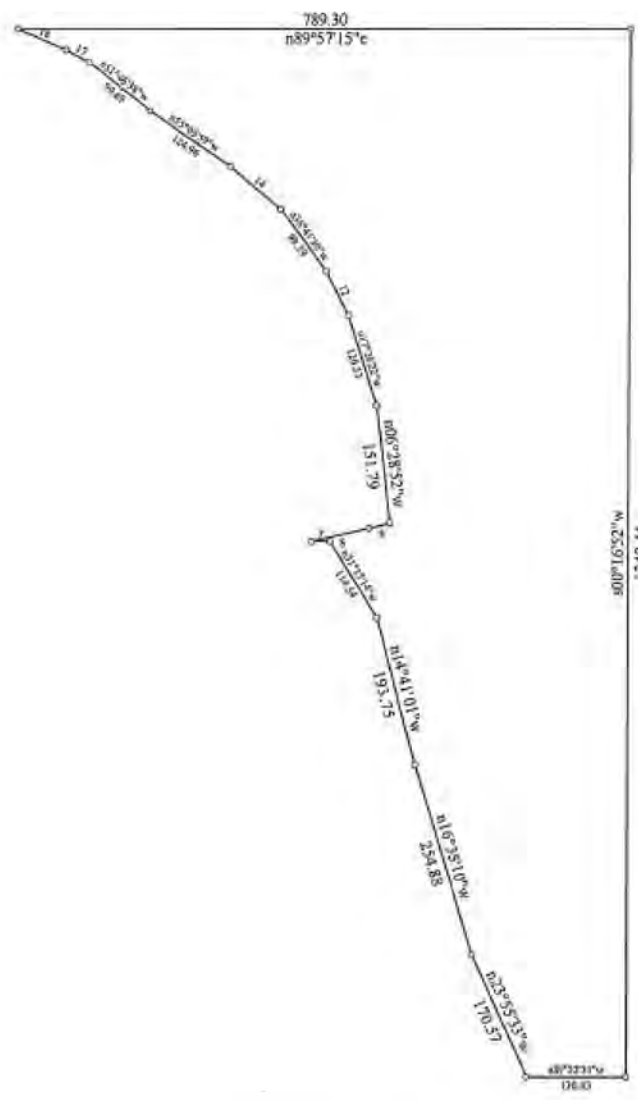


Thence leaving said centerline and following said northerly line, N89°57'15"E a distance of 789.30 feet to the POINT OF BEGINNING.

Said parcel contains 10.66 acres, more or less.



Item #13.



Title:		Date: 01-06-2020
Scale: 1 inch = 200 feet	File:	
Tract 1: 10.661 Acres; 464381 Sq Feet; Closure = n63.4107w 0.01 Feet; Precision = 1/331449; Perimeter = 3968 Feet		
001=s00.1652w 1342.44	008=n77.1936e 75.47	015=n55.0559w 124.96
002=n89.5231w 130.43	009=n75.3704e 27.30	016=n51.4638w 99.63
003=n23.5533w 170.57	010=n06.2852w 151.79	017=n61.3651w 33.43
004=n16.3510w 254.88	011=n17.2622w 120.33	018=n67.0546w 68.04
005=n14.4101w 193.75	012=n25.5009w 63.86	019=n89.5715e 789.30
006=n31.1514w 114.54	013=n36.4130w 99.39	
007=n89.5231w 23.81	014=n50.0315w 84.54	



#### R4 Rezone Land Description

A parcel of land being a portion of Lot 4, Block 1 of Shafer View Estates Subdivision as recorded in Book 64 of Plats at Pages 9403 and 9404, Records of Ada County, said parcel is located in the North Half of the Southwest Quarter of Section 31, Township 3 North, Range 1 East of the Boise Meridian, Ada County, Idaho, being more particularly described as follows:

**BEGINNING** at the found aluminum cap monument at the Quarter Corner common to Section 31, T3N, R1E and Section 36, T3N, R1W as perpetuated by document 103052680, Records of Ada County, from which the found brass cap at the township corner common to Township 3 North, Ranges 1 East and 1 West, and Township 2 North, Ranges 1 East and 1 West as perpetuated by document 2019-015470, Records of Ada County bears S 00° 05' 17" E a distance of 2669.99 feet;

Thence N 89° 57' 18" E along the mid-section line for a distance of 1718.45 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 67° 05' 19" E for a distance of 68.04 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 61° 36' 51" E for a distance of 33.43 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 51° 46' 38" E for a distance of 99.63 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 55° 05' 59" E for a distance of 124.96 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 50° 03' 15" E for a distance of 84.54 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 36° 41' 30" E for a distance of 99.39 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 25° 50' 09" E for a distance of 63.86 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 17° 26' 22" E for a distance of 120.33 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

(CONTINUED ON NEXT PAGE)



Thence S 06° 28' 52" E for a distance of 151.79 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 75° 37' 04" W for a distance of 27.30 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 77° 19' 36" W for a distance of 75.47 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence N 89° 38' 36" W for a distance of 124.09 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 34° 28' 44" W for a distance of 190.43 feet to the centerline of E. Shafer View Drive; stamped PLS 11463;

Thence N 55° 18' 49" W along said centerline for a distance of 100.09 feet;

Thence N 34° 41' 11" E for a distance of 107.53 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence N 04° 09' 19" E for a distance of 90.81 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence N 26° 42' 26" W for a distance of 85.32 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence N 56° 39' 37" W for a distance of 87.95 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence N 75° 35' 35" W for a distance of 90.88 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence N 86° 33' 28" W for a distance of 185.49 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 71° 44' 26" W for a distance of 113.88 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 60° 59' 28" W for a distance of 112.30 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

(CONTINUED ON NEXT PAGE)





Thence N 76° 52' 47" W for a distance of 210.54 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 78° 31' 59" W for a distance of 45.73 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 51° 53' 13" W for a distance of 147.64 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 65° 24' 50" W for a distance of 258.22 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 17° 39' 49" W for a distance of 98.75 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 03° 59' 33" E for a distance of 50.00 feet to a found ½ inch iron pin, replaced with a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence 88.38 feet along the arc of a 275.00 foot radius curve right having a central angle of 18° 24' 12" and a long chord bearing N 84° 38' 15" W a distance of 88.00 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence S 28° 48' 47" W for a distance of 206.91 feet to the centerline of E. Shafer View Drive;

Thence along said centerline 103.63 feet along the arc of a 500.00 foot radius curve right having a central angle of 11° 52' 28" and a long chord bearing N 47° 59' 54" W for a distance of 103.44 feet;

Thence continuing N 42° 01' 36" W for a distance of 107.12 feet to a set 5/8<sup>th</sup> inch iron pin with a cap stamped PLS 11463;

Thence continuing 83.86 feet along the arc of a 100.00 foot radius curve left having a central angle of 48° 02' 45" and a long chord bearing N 66° 02' 58" W a distance of 81.42 feet;

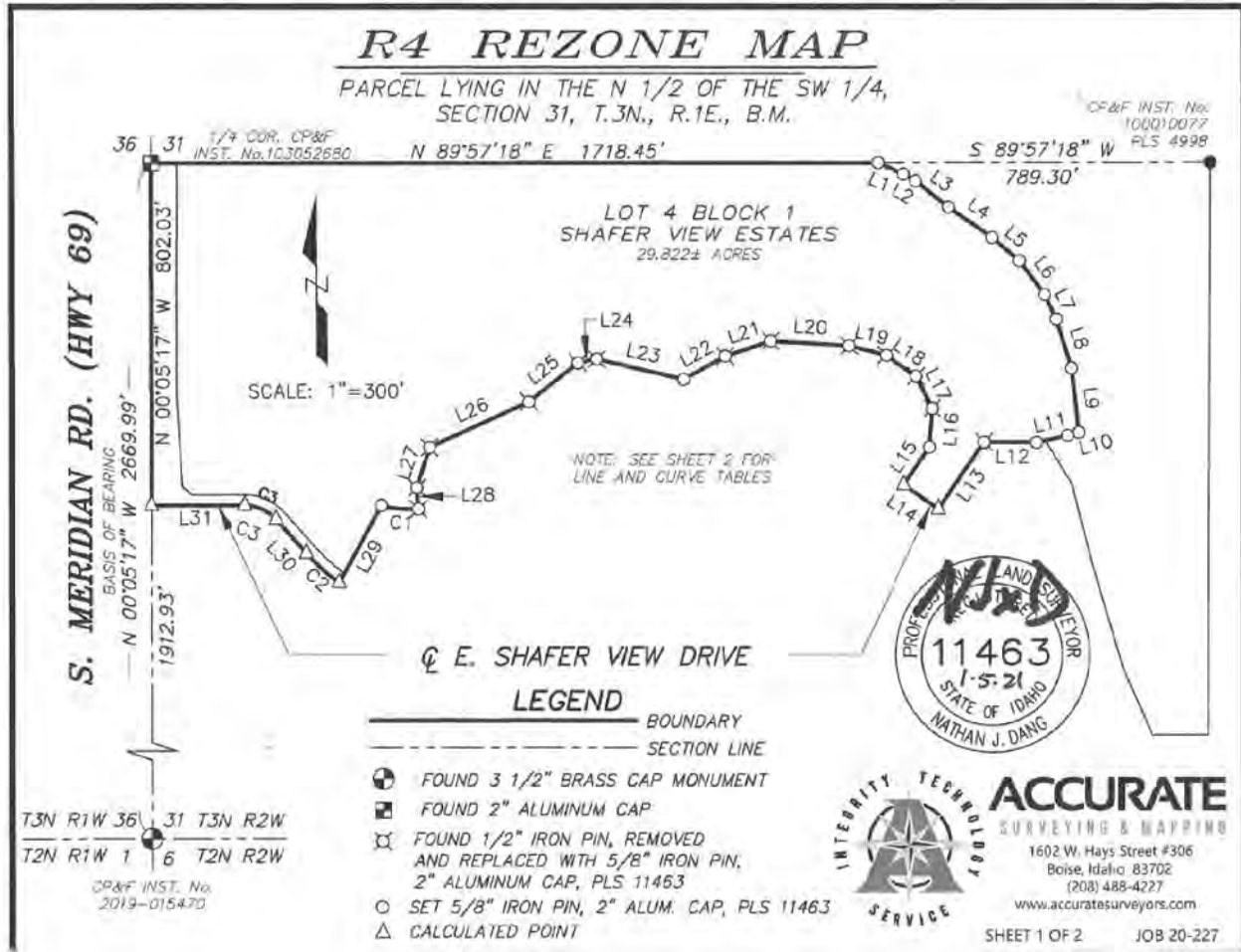
Thence S 89° 55' 39" W for a distance of 219.88 feet to the centerline of S. Meridian Road (State Highway 69);

Thence N 00° 05' 17" W along said centerline for a distance of 802.03 feet to the **REAL POINT OF BEGINNING**.

Parcel contains 29.822 acres, more or less.







### LINE TABLE

LINE	BEARING	DISTANCE
L1	S 67°05'19" E	68.04'
L2	S 61°36'51" E	33.43'
L3	S 51°46'38" E	99.63'
L4	S 55°05'59" E	124.96'
L5	S 50°03'15" E	84.54'
L6	S 36°41'30" E	99.39'
L7	S 25°50'09" E	63.86'
L8	S 17°26'22" E	120.33'
L9	S 06°28'52" E	151.79'
L10	S 75°35'46" W	27.28'
L11	S 77°19'36" W	75.47'
L12	N 89°38'36" W	124.09'
L13	S 34°28'44" W	190.43'
L14	N 55°18'49" W	100.09'
L15	N 34°41'11" E	107.53'
L16	N 04°09'19" E	90.81'
L17	N 26°42'26" W	85.32'
L18	N 56°39'37" W	87.95'
L19	N 75°35'35" W	90.88'
L20	N 86°33'28" W	185.49'
L21	S 71°44'26" W	113.88'
L22	S 60°59'28" W	112.30'
L23	N 76°52'47" W	210.54'
L24	S 78°31'59" W	45.73'
L25	S 51°53'13" W	147.64'
L26	S 65°24'50" W	258.22'
L27	S 17°39'49" W	98.75'
L28	S 03°59'33" E	50.00'
L29	S 28°48'47" W	206.91'
L30	N 42°01'36" W	107.12'
L31	S 89°55'39" W	219.88'

### CURVE TABLE

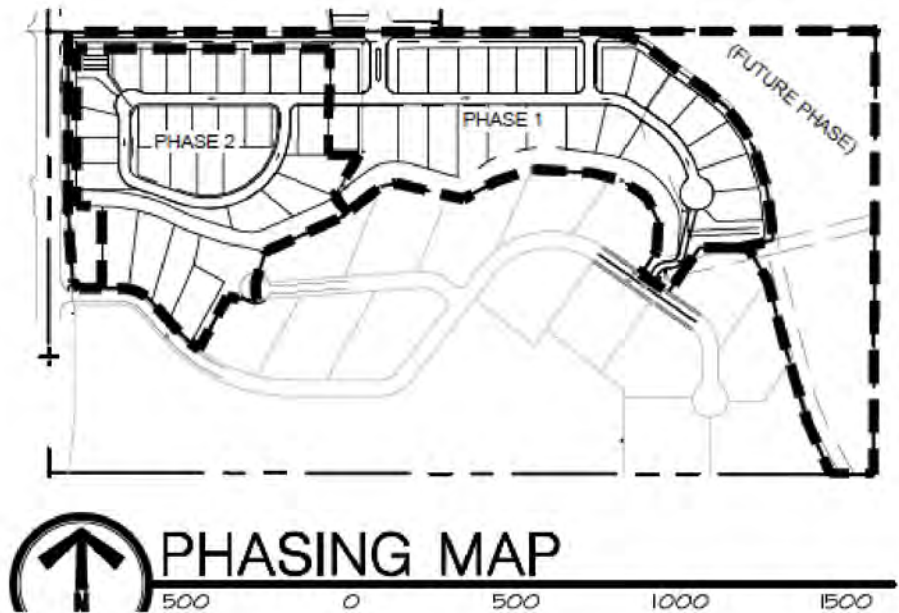
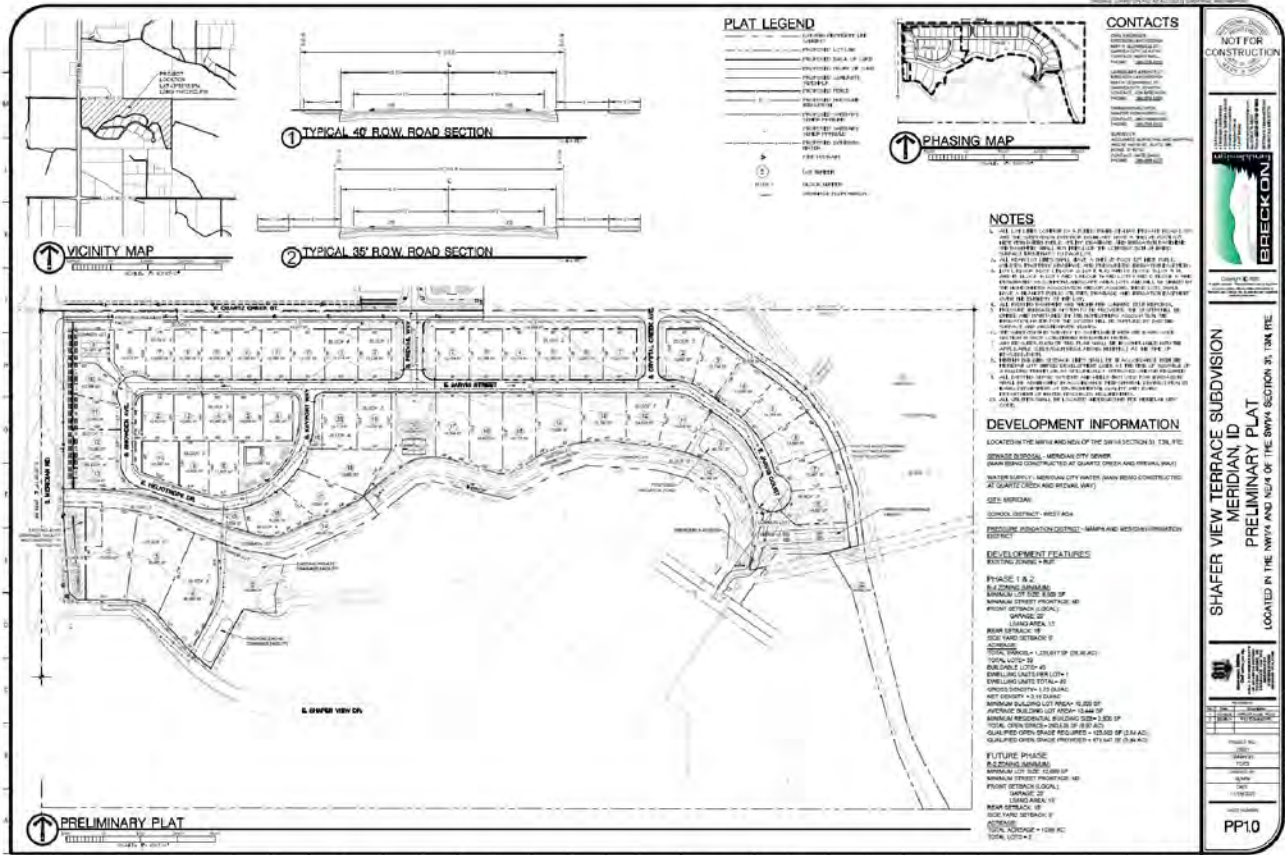
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.38'	275.00'	18°24'50"	S 84°38'15" E	88.00'
C2	103.63'	500.00'	11°52'28"	N 47°59'54" W	103.44'
C3	83.86'	100.00'	48°02'45"	S 66°02'58" E	81.42'



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SHEET 2 OF 2      JOB 20-227

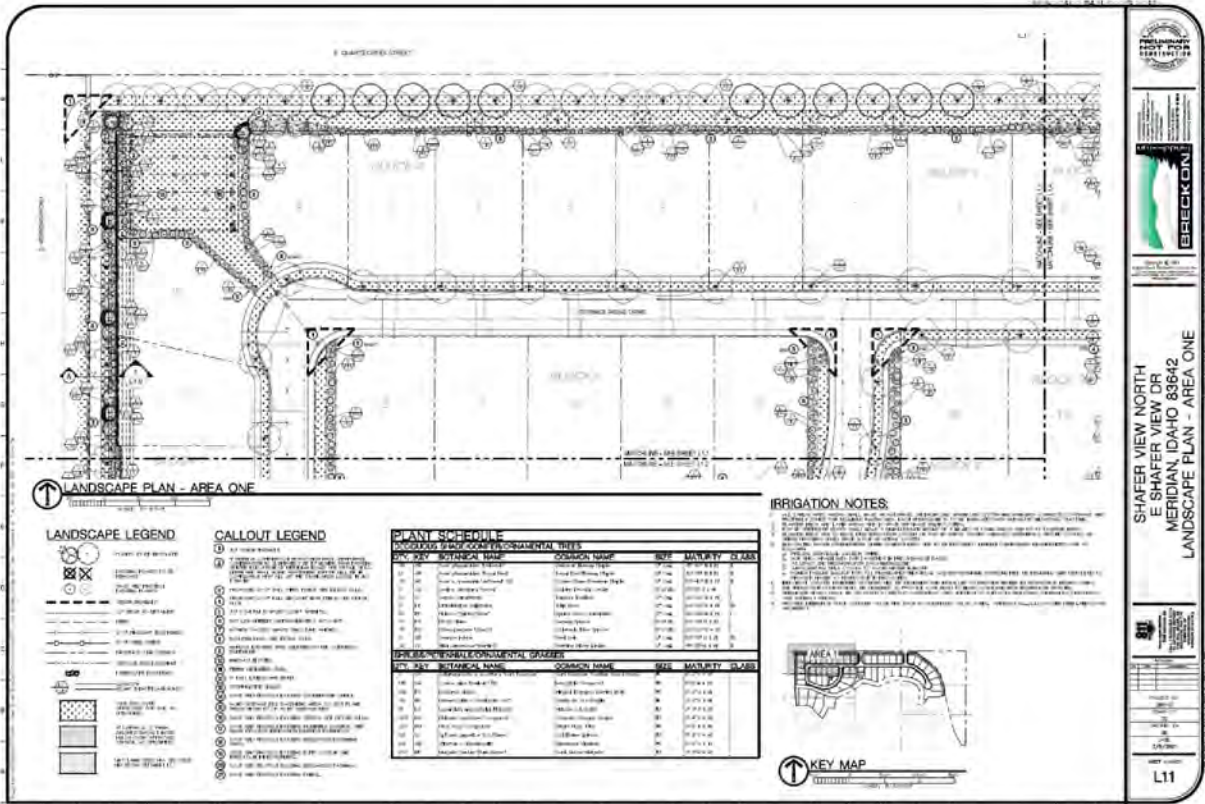
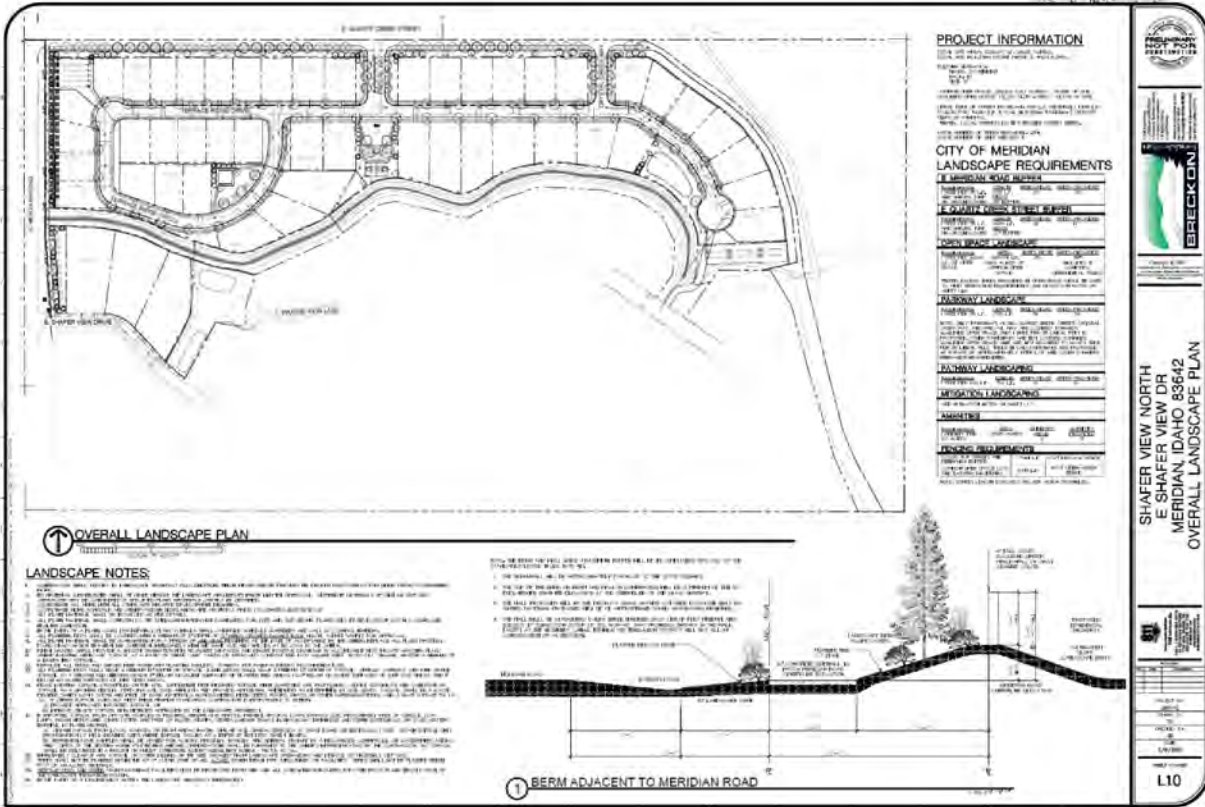
B. Preliminary Plat & Phasing Plan (date: 11/18/2020 3/9/2021)





C. Landscape Plan (date: 5/17/2020 ~~2/3/2020~~ 3/9/2021)







**LANDSCAPE PLAN - AREA TWO**

SHAHER VIEW NORTH  
E SHAHER VIEW DR  
MERIDIAN, IDAHO 83642  
LANDSCAPE PLAN - AREA TWO

**LANDSCAPE LEGEND**

- Grass
- Shrub
- Tree
- Water
- Path
- Structure
- Other

**CALLOUT LEGEND**

- 1. Callout 1: Tree
- 2. Callout 2: Shrub
- 3. Callout 3: Lawn
- 4. Callout 4: Water
- 5. Callout 5: Path
- 6. Callout 6: Structure
- 7. Callout 7: Other

**PLANT SCHEDULE**

**DECIDUOUS BROADLEAF TREES**

SY. KEY	BOTANICAL NAME	COMMON NAME	SIZE	MATURITY	CLAS.
101	Quercus macrocarpa	White Oak	12"	10-15 YRS	1
102	Quercus laevis	Live Oak	12"	10-15 YRS	1
103	Quercus prinus	Pin Oak	12"	10-15 YRS	1
104	Q. macrocarpa	White Oak	12"	10-15 YRS	1
105	Q. laevis	Live Oak	12"	10-15 YRS	1
106	Q. prinus	Pin Oak	12"	10-15 YRS	1
107	Q. macrocarpa	White Oak	12"	10-15 YRS	1
108	Q. laevis	Live Oak	12"	10-15 YRS	1
109	Q. prinus	Pin Oak	12"	10-15 YRS	1
110	Q. macrocarpa	White Oak	12"	10-15 YRS	1
111	Q. laevis	Live Oak	12"	10-15 YRS	1
112	Q. prinus	Pin Oak	12"	10-15 YRS	1
113	Q. macrocarpa	White Oak	12"	10-15 YRS	1
114	Q. laevis	Live Oak	12"	10-15 YRS	1
115	Q. prinus	Pin Oak	12"	10-15 YRS	1
116	Q. macrocarpa	White Oak	12"	10-15 YRS	1
117	Q. laevis	Live Oak	12"	10-15 YRS	1
118	Q. prinus	Pin Oak	12"	10-15 YRS	1
119	Q. macrocarpa	White Oak	12"	10-15 YRS	1
120	Q. laevis	Live Oak	12"	10-15 YRS	1
121	Q. prinus	Pin Oak	12"	10-15 YRS	1
122	Q. macrocarpa	White Oak	12"	10-15 YRS	1
123	Q. laevis	Live Oak	12"	10-15 YRS	1
124	Q. prinus	Pin Oak	12"	10-15 YRS	1
125	Q. macrocarpa	White Oak	12"	10-15 YRS	1
126	Q. laevis	Live Oak	12"	10-15 YRS	1
127	Q. prinus	Pin Oak	12"	10-15 YRS	1
128	Q. macrocarpa	White Oak	12"	10-15 YRS	1
129	Q. laevis	Live Oak	12"	10-15 YRS	1
130	Q. prinus	Pin Oak	12"	10-15 YRS	1

**SPERMATOPHYTES/ORNAMENTAL SHRUBS**

SY. KEY	BOTANICAL NAME	COMMON NAME	SIZE	MATURITY	CLAS.
201	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
202	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
203	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
204	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
205	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
206	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
207	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
208	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
209	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
210	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
211	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
212	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
213	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
214	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
215	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
216	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
217	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
218	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
219	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
220	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2

**TURF AREA PREPARATION NOTES:**

1. Turf areas shall be prepared in accordance with the following specifications:
2. Soil shall be tested for pH and nutrient levels.
3. Soil shall be amended with fertilizer and lime as needed.
4. Turf shall be installed in accordance with the manufacturer's instructions.
5. Turf shall be watered thoroughly after installation.
6. Turf shall be protected from foot traffic and heavy equipment.
7. Turf shall be maintained in accordance with the manufacturer's instructions.

**KEY MAP**

SHAHER VIEW NORTH  
E SHAHER VIEW DR  
MERIDIAN, IDAHO 83642  
LANDSCAPE PLAN - AREA TWO

L12

**LANDSCAPE PLAN - AREA THREE**

SHAHER VIEW NORTH  
E SHAHER VIEW DR  
MERIDIAN, IDAHO 83642  
LANDSCAPE PLAN - AREA THREE

**LANDSCAPE LEGEND**

- Grass
- Shrub
- Tree
- Water
- Path
- Structure
- Other

**CALLOUT LEGEND**

- 1. Callout 1: Tree
- 2. Callout 2: Shrub
- 3. Callout 3: Lawn
- 4. Callout 4: Water
- 5. Callout 5: Path
- 6. Callout 6: Structure
- 7. Callout 7: Other

**PLANT SCHEDULE**

**DECIDUOUS BROADLEAF TREES**

SY. KEY	BOTANICAL NAME	COMMON NAME	SIZE	MATURITY	CLAS.
101	Quercus macrocarpa	White Oak	12"	10-15 YRS	1
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111	Q. laevis	Live Oak	12"	10-15 YRS	1
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113	Q. macrocarpa	White Oak	12"	10-15 YRS	1
114	Q. laevis	Live Oak	12"	10-15 YRS	1
115	Q. prinus	Pin Oak	12"	10-15 YRS	1
116	Q. macrocarpa	White Oak	12"	10-15 YRS	1
117	Q. laevis	Live Oak	12"	10-15 YRS	1
118	Q. prinus	Pin Oak	12"	10-15 YRS	1
119	Q. macrocarpa	White Oak	12"	10-15 YRS	1
120	Q. laevis	Live Oak	12"	10-15 YRS	1
121	Q. prinus	Pin Oak	12"	10-15 YRS	1
122	Q. macrocarpa	White Oak	12"	10-15 YRS	1
123	Q. laevis	Live Oak	12"	10-15 YRS	1
124	Q. prinus	Pin Oak	12"	10-15 YRS	1
125	Q. macrocarpa	White Oak	12"	10-15 YRS	1
126	Q. laevis	Live Oak	12"	10-15 YRS	1
127	Q. prinus	Pin Oak	12"	10-15 YRS	1
128	Q. macrocarpa	White Oak	12"	10-15 YRS	1
129	Q. laevis	Live Oak	12"	10-15 YRS	1
130	Q. prinus	Pin Oak	12"	10-15 YRS	1

**SPERMATOPHYTES/ORNAMENTAL SHRUBS**

SY. KEY	BOTANICAL NAME	COMMON NAME	SIZE	MATURITY	CLAS.
201	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
202	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
203	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
204	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
205	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
206	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
207	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
208	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
209	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
210	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
211	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
212	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
213	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
214	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
215	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
216	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
217	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
218	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2
219	Juniperus horizontalis	Creeping Juniper	6"	10-15 YRS	2
220	Juniperus procumbens	Ground Juniper	6"	10-15 YRS	2

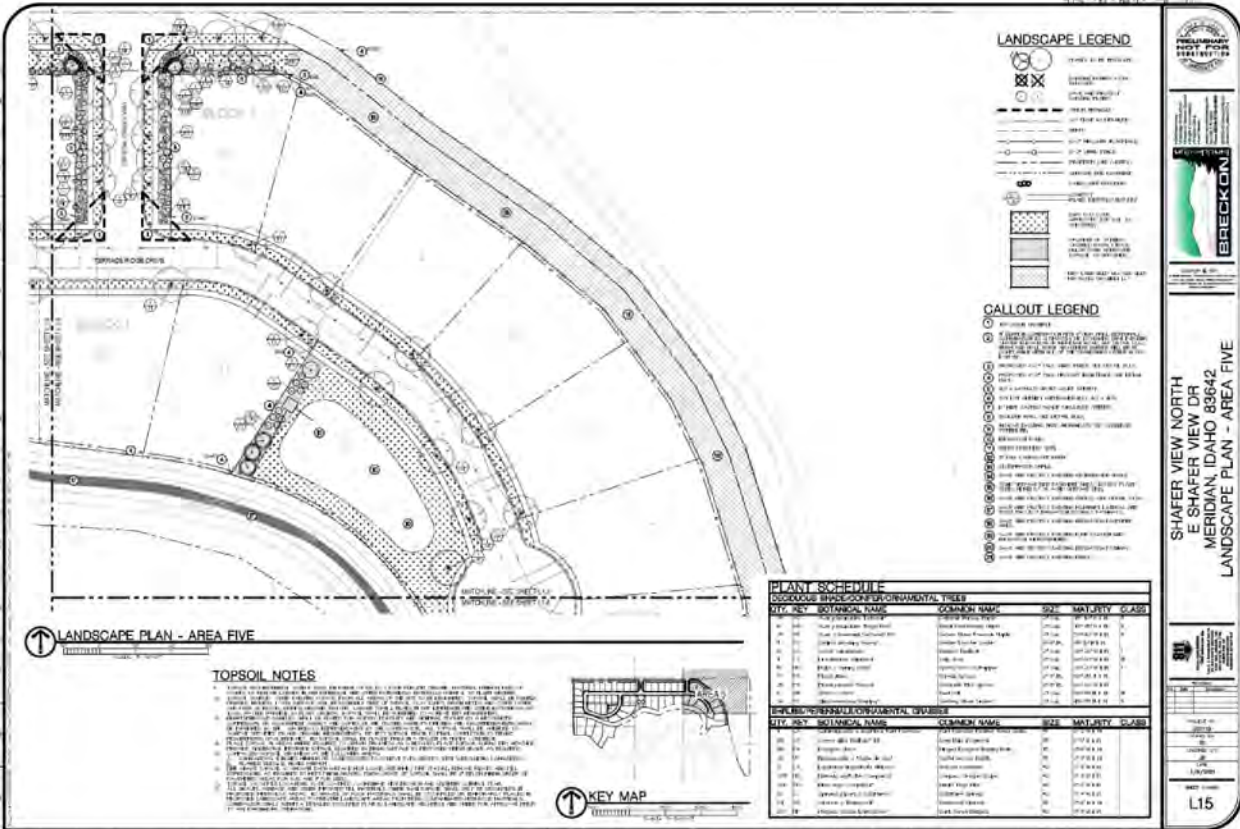
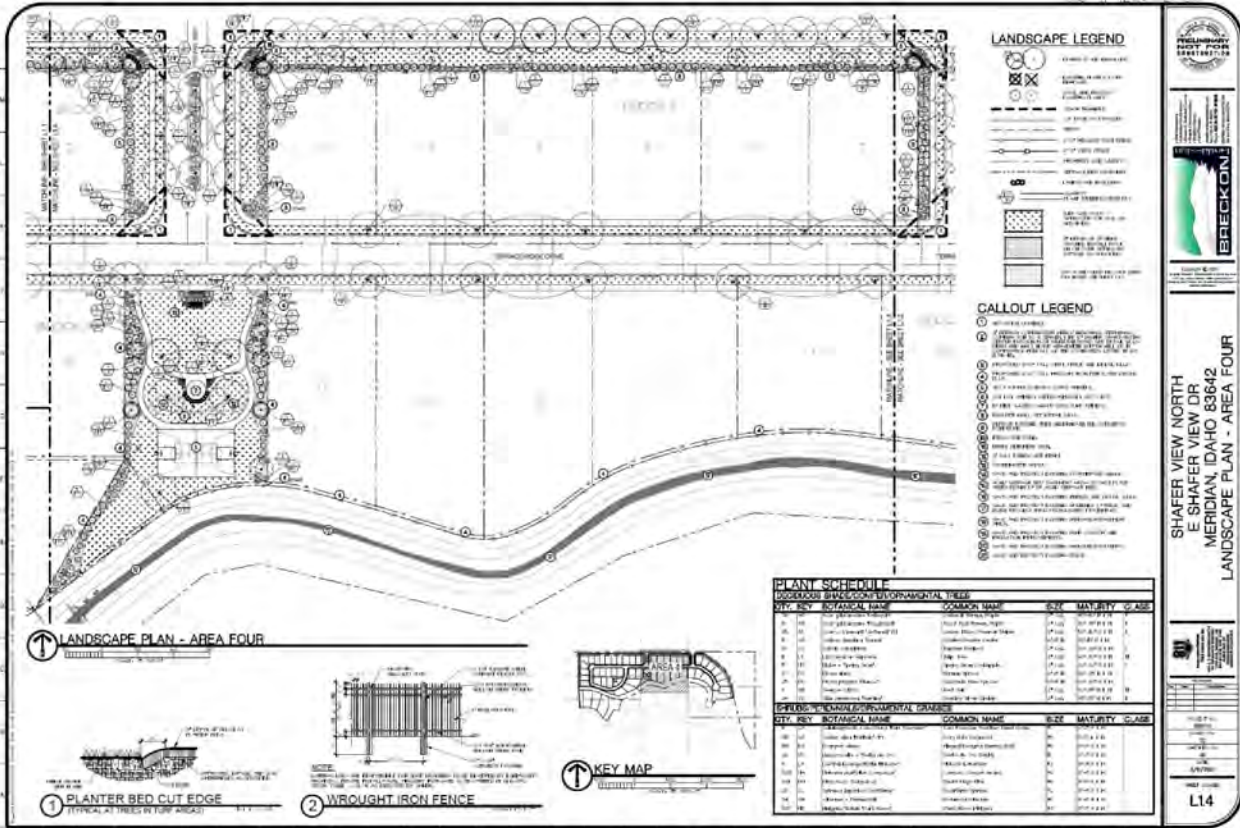
**WEED ABATEMENT NOTES:**

1. Weeds shall be removed in accordance with the following specifications:
2. Weeds shall be pulled or cut and disposed of in a designated area.
3. Weeds shall not be composted or used as mulch.
4. Weeds shall be removed from all areas to be planted.
5. Weeds shall be removed from all areas to be watered.
6. Weeds shall be removed from all areas to be mowed.
7. Weeds shall be removed from all areas to be landscaped.

**KEY MAP**

SHAHER VIEW NORTH  
E SHAHER VIEW DR  
MERIDIAN, IDAHO 83642  
LANDSCAPE PLAN - AREA THREE

L13



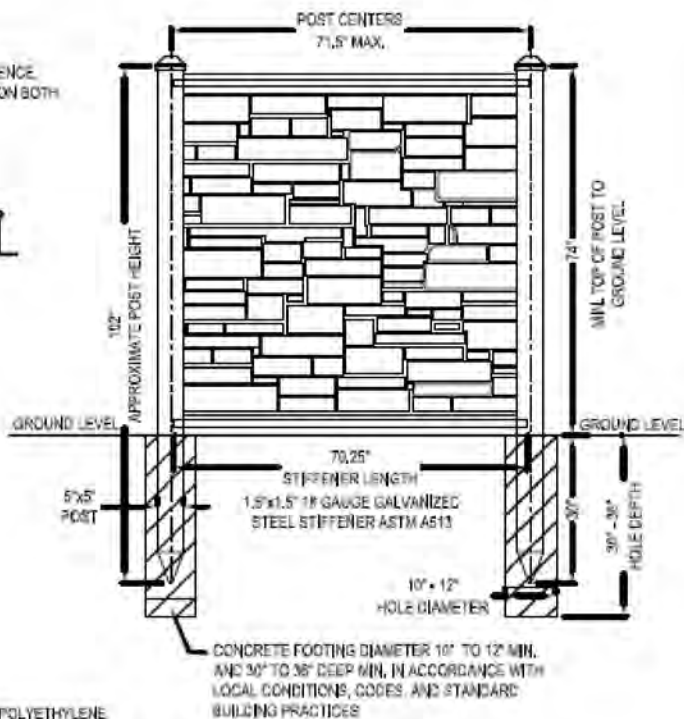
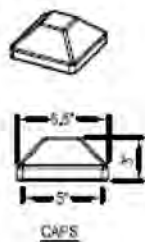
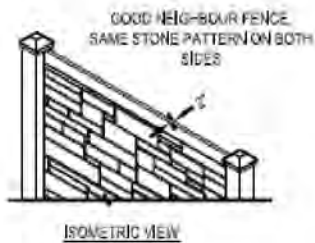








SIM TEK FENCE  
 1330 WEST 400 NORTH  
 OREM, UT 84057  
 TOLL FREE: 1-866-648-9336  
 PHONE: (801) 855-5236  
 FAX: (801) 855-5240  
 www.simtekfence.com



- MADE WITH LINEAR LOW DENSITY POLYETHYLENE PLASTIC (LLDPE).
- ACTUAL PANEL DIMENSIONS: 72" H x 69.75" W
- PANEL WEIGHT 59 LBS
- TOLERANCES ARE ±.5"

- NOTES:
- US PATENT'S 7,478,797 / 7,635,114 FOREIGN PATENTS PENDING.
  - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  - ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
  - DO NOT SCALE DRAWING.
  - CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT [www.CADdetails.com/info](http://www.CADdetails.com/info) REFERENCE NUMBER 4312-002.



4312-002

REVISION DATE 05/08/2014



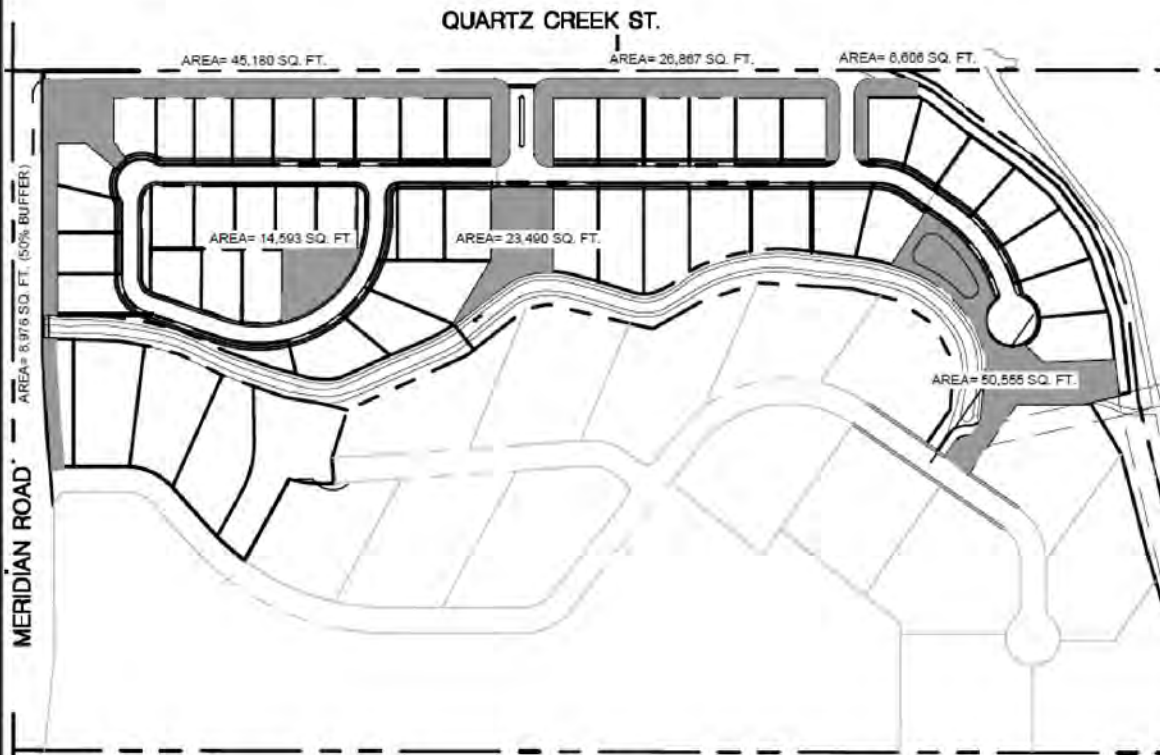
D. Open Space Exhibit (dated: 12/16/20 3/9/21)

### CITY OF MERIDIAN OPEN SPACE REQUIREMENTS



COMMON OPEN SPACE		
AS DEFINED BY THE MERIDIAN UDC 11-36-3 CODE REQUIREMENTS	REQUIRED (SEE QUALIFIED OPEN SPACE)	PROVIDED 266,174 (6.62 AC) 23.53%
QUALIFIED OPEN SPACE		
AS DEFINED BY THE MERIDIAN UDC 11-36-3 CODE REQUIREMENTS	REQUIRED 123,502 (2.84 AC) 10%	PROVIDED 176,267 (4.05 AC) 14.27%

### LANDSCAPE LEGEND



• Civil Engineering  
 • Landscape Architecture  
 • Erosion & Sediment Control  
 • Graphic Communication  
 • Irrigation Design  
 • Land Planning  
 www.breckonlandscape.com  
 Fax: 208-375-8026  
 Phone: 208-375-8189  
 8851 North Diamond Street  
 Garden City, Idaho 83714

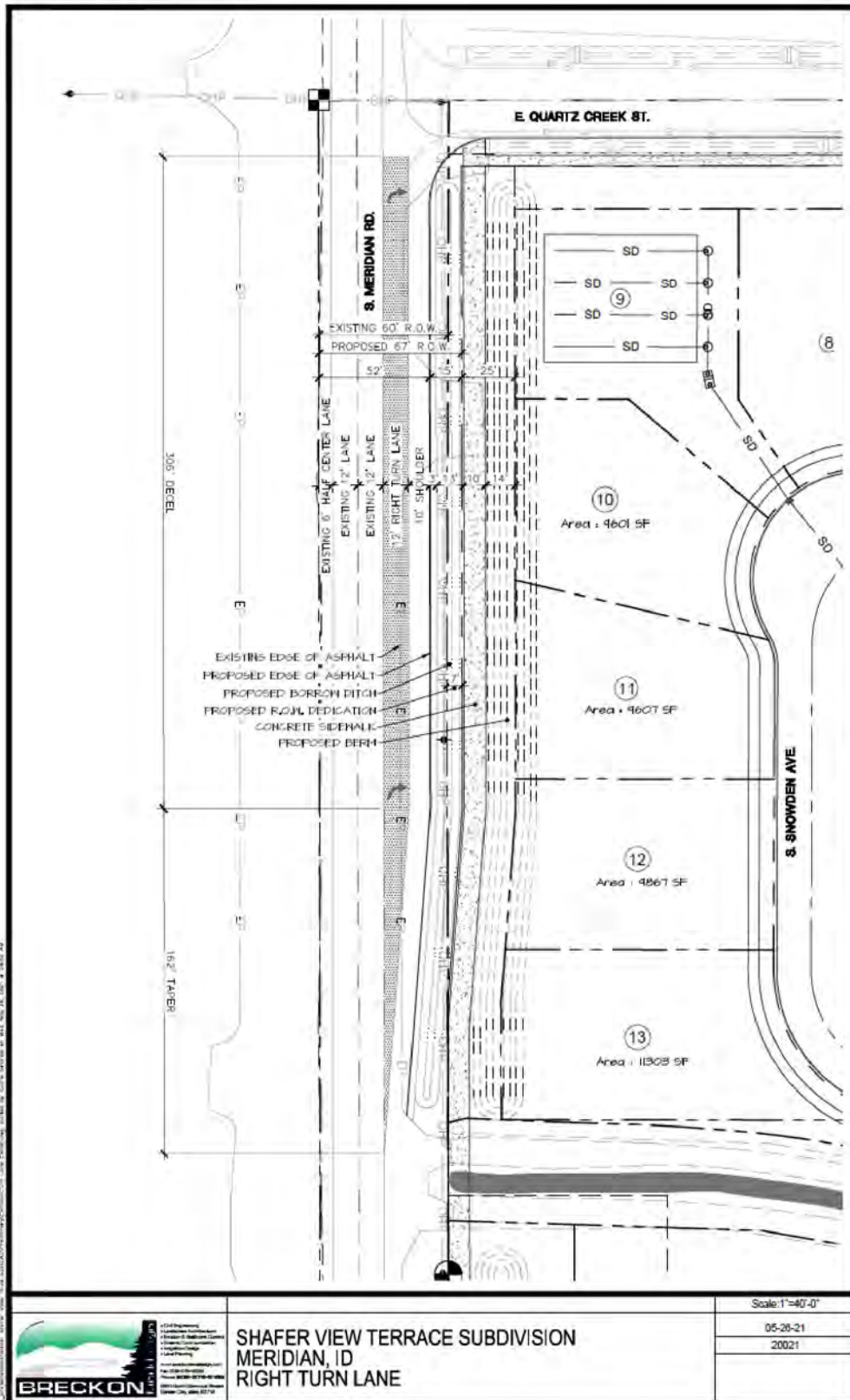
**SHAFER VIEW NORTH**  
**MERIDIAN, IDAHO**  
**OPEN SPACE EXHIBIT**

3/9/2021  
 PROJECT # 20021  
**X1.0**

E. Conceptual Building Elevations



F. Right-Turn Lane Exhibit





## VIII. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

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 and the property owner(s) at the time of annexation ordinance adoption.

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. Development of the subject property shall be generally consistent with the preliminary plat, phasing plan, landscape plan and conceptual building elevations.
  - b. A 10-foot wide multi-use pathway is required to be constructed along S. Meridian Rd./SH-69 in a public use easement in accord with UDC 11-3H-4C.4.
  - c. Noise abatement is required to be provided within the street buffer along S. Meridian Rd./SH-69 in accord with the standards listed in UDC 11-3H-4D.
  - d. A final plat shall be recorded that includes Lot 1, Block 7 prior to any development occurring on the property.
  - e. The developer shall construct a northbound right-turn lane on S. Meridian Rd./SH-69 onto E. Quartz Creek St. prior to issuance of the first building permit in the first phase of development in accord with ITD standards.
2. Development of the subject preliminary plat shall be consistent with the phasing plan included in Section VII.B.
  3. The final plat shall include the following revisions:
    - a. Include a note prohibiting direct lot access via S. Meridian Rd./SH-69 and E. Quartz Creek St.
    - b. ~~Block 3 exceeds the maximum block face standards listed in UDC 11-6C-3F; the plat shall be revised to comply with these standards unless otherwise approved by City Council. A waiver is requested from was approved by Council to exceed the maximum block face allowed of 1,200 feet to allow the block face as proposed.~~
    - e. ~~The 38' wide drain on the eastern portion of the site shall be contained entirely within a common lot(s). Depicted on revised plat.~~
    - d. ~~Remove one (1) buildable lot in the vicinity of Lots 2-5, Block 6 south of the McBirney Lateral. Depicted on revised plat.~~
  4. The landscape plan included in Section VII.C ~~submitted with the final plat~~ shall be revised as follows:
    - a. ~~Include calculations in the Landscape Requirements table that demonstrate compliance with the standards for pathway (11-3B-12C) and parkway (11-3B-7C) landscaping; include required vs. provided number of trees. Done~~
    - b. ~~Include 6-foot tall wrought iron fencing on common lots that abut the McBirney Lateral to prevent access to the waterway to ensure public safety. Done~~

- c. ~~Include a detail of the berm and wall required for noise abatement along S. Meridian Rd./SH-69 that demonstrates compliance with the standards listed in UDC 11-3H-4D. Done~~
  - d. ~~Include mitigation information for any existing trees that are removed from the site in accord with the standards listed in UDC 11-3B-10C.5. Contact the City Arborist, Matt Perkins, prior to removing any trees from the site to determine mitigation requirements. Done~~
  - e. ~~The 38' wide drain on the eastern portion of the site shall be contained entirely within a common lot(s). Depict fencing on both sides of the drain consistent with the standards listed in UDC 11-3A-7A.7b per UDC 11-3A-7A.7a. Done~~
  - f. ~~If the drain on the eastern portion of the site is piped, depict vegetative groundcover on the common lot(s) containing the drain to prevent fire hazard and unsightliness. Done~~
  - g. ~~Depict additional landscaping at the entrance to the subdivision at the intersection of S. Meridian Rd./SH-69 and Shafer View Dr. as offered by the Applicant.~~
  - h. ~~Remove one (1) buildable lot in the vicinity of Lots 2-5, Block 6 south of the McBirney Lateral consistent with that shown on the revised preliminary plat. Done~~
5. A 14-foot wide public use easement shall be submitted to the Planning Division for the multi-use pathway along S. Meridian Rd./SH-69 prior to submittal of the Phase 1 final plat for City Engineer signature. If the pathway is located within the right-of-way, a public use easement is not required.
  6. Future development shall be consistent with the minimum dimensional standards listed in UDC Tables [11-2A-4](#) for the R-2 zoning district and [11-2A-5](#) for the R-4 zoning district..
  7. Off-street parking is required to be provided for all residential units in accord with the standards listed in [UDC Table 11-3C-6](#) based on the number of bedrooms per unit.
  8. The rear and/or sides of structures on lots that abut S. Meridian Rd. and E. Quartz Creek St. shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*
  9. ~~All waterways on this site shall be piped unless otherwise waived by City Council as set forth in UDC [11-3A-6B](#). As an alternative, the waterway may be left open if improved as a water amenity as defined in UDC [11-1A-1](#) (see also UDC [11-3A-6C.2](#)). The Applicant requests a waiver from City Council to allow the McBirney Lateral to remain open and not be piped, which was approved by City Council.~~
  10. The pond is required to have recirculated water and shall be maintained such that it doesn't become a mosquito breeding ground as set forth in UDC [11-3G-3B.7](#).

## IX. PUBLIC WORKS

### 1. Site Specific Conditions of Approval

- 1.1 The angle of sanitary sewer pipe going into and out of manholes needs to be minimum of 90- degrees.
- 1.2 All sanitary sewer manholes require a 14-foot wide access path that meets City requirements.



- 1.3 Sanitary sewer manholes should not be located in curb and gutter.
- 1.4 Add an 8-inch water mainline in Crystal Creek Way, and stub to the north for future connection.
- 1.5 The water mainline needs to be 12-inch diameter in Prevail Way, portion of Terrace Ridge Dr, portion of Terrace Ridge Circle and south out to E Shafer View Rd.
- 1.6 A street light plan will need to be included in the final plat application. Street light plan requirements are listed in section 6 of the City's Design Standards. A future installation agreement and funds are required for the required streetlights on S. Meridian Road pursuant to Section 6-4 B. of the Meridian Design Standards.
- 1.7 The geotechnical investigative report for this development, prepared by Materials Testing & Inspection, dated 02/10/2020, does not indicate a specific concern with regard to groundwater. Applicant shall be responsible for the adherence to the recommendation presented in this report.

## **2. General Conditions of Approval**

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.

- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.12 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.13 All grading of the site shall be performed in conformance with MCC 11-1-4B.
- 2.14 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.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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](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.
- 2.19 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-foot wide for a single utility, or 30-foot 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.

- 2.20 Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
- 2.21 Any existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9 4 8 contact the City of Meridian Water Department at (208)888-5242 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources.
- 2.22 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.
- 2.23 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.
- 2.24 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.

**C. FIRE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=219456&dbid=0&repo=MeridianCity>

**D. POLICE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=220250&dbid=0&repo=MeridianCity>

**E. PARK'S DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=222017&dbid=0&repo=MeridianCity>

**F. COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO (COMPASS)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=220261&dbid=0&repo=MeridianCity>

**G. CENTRAL DISTRICT HEALTH DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=220014&dbid=0&repo=MeridianCity>

**H. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**



<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=220034&dbid=0&repo=MeridianCity>

**I. WEST ADA SCHOOL DISTRICT (WASD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=220564&dbid=0&repo=MeridianCity>

**J. COMMUNITY DEVELOPMENT SCHOOL IMPACT ANALYSIS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=221041&dbid=0&repo=MeridianCity>

**K. BOISE PROJECT BOARD OF CONTROL**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=219526&dbid=0&repo=MeridianCity>

**L. ADA COUNTY DEVELOPMENT SERVICES**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=219424&dbid=0&repo=MeridianCity>

**M. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=222031&dbid=0&repo=MeridianCity>

**N. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=222250&dbid=0&repo=MeridianCity>

**X. FINDINGS**

**A. Annexation and/or Rezone (UDC 11-5B-3E)**

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

- 1. The map amendment complies with the applicable provisions of the comprehensive plan;

*The City Council finds the proposed zoning map amendment to R-2 and R-4 and subsequent development is consistent with the Comprehensive Plan.*

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

*The City Council finds the proposed map amendment will allow for the development of single-family detached homes which will contribute to the range of housing opportunities available within the City consistent with the purpose statement of the residential districts.*

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

*The City 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

*The City 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.

*The City Council finds the proposed annexation is in the best interest of the City.*

**B. In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:**

- 1. The plat is in conformance with the Comprehensive Plan;**

*The City Council finds that the proposed plat is in substantial compliance with the adopted Comprehensive Plan in regard to land use, density and transportation. (Please see Comprehensive Plan Policies in, Section V of this report for more information.)*

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

*The City Council finds that public services will be provided to the subject property with development. (See Exhibit B of the Staff Report for more details from public service providers.)*

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

*Because City water and sewer and any other utilities will be provided by the development at their own cost, the City Council finds that the subdivision will not require the expenditure of capital improvement funds.*

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

*The City Council finds there is public financial capability of supporting services for the proposed development based upon comments from the public service providers (i.e., Police, Fire, ACHD, etc.). (See Section VIII for more information.)*

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

*The City Council is not aware of any health, safety, or environmental problems associated with the platting of this property. ACHD considers road safety issues in their analysis.*

- 6. The development preserves significant natural, scenic or historic features.**

*The City Council is unaware of any significant natural, scenic or historic features that exist on this site that require preserving.*





## AGENDA ITEM

**ITEM TOPIC:** Addendum to Development Agreement (Instrument#2019-0028376 recorded April 10, 2019) Between the City of Meridian and High Desert Development Linder Village, LLC (Owner/Developer) Located at 6308 N. Linder Rd, at the Northeast Corner of N. Linder Road and W. Chinden Blvd.

**ADDENDUM TO DEVELOPMENT AGREEMENT**

- PARTIES:**
1. City of Meridian
  2. High Desert Development Linder Village, LLC, Owner/Developer

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (“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 **High Desert Development Linder Village, LLC**, (“OWNER/DEVELOPER”) whose address is 2537 W. State Street, Ste 110, Boise, ID 83702.

**RECITALS**

A. OWNER/DEVELOPER has submitted an application for a Modification to the Development Agreement recorded April 10, 2019 as Instrument # 2019-0028376 in Ada County Records to include financial uses in the area currently designated for specialty retail and restaurant uses. 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 # 2019-0028679, except as specifically amended to update the Use Area Plan to allow for a financial institution in the area currently designated for specialty retail and restaurant uses in the northwest corner of the site as stated and shown in Use Area Plan, the Concept Plan and the Circulation Plan in the Staff Report that is attached to the Findings of Fact and Conclusions 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 or

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 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 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.

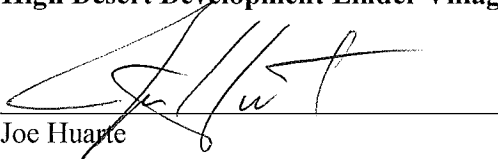
6. This Addendum shall be effective as of the date herein above written.

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:  
High Desert Development Linder Village, LLC

  
Joe Huarte

CITY OF MERIDIAN

Attest:

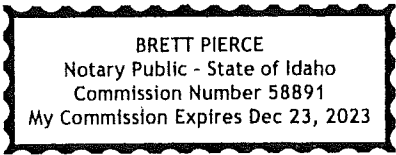
\_\_\_\_\_  
Mayor Robert E. Simison

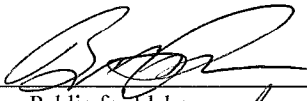
\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 22<sup>nd</sup> day of June, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joe Huarte** known or identified to me to be the Manager of **High Desert Development Linder Village, LLC** and acknowledged to me that he 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.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Ada  
My commission expires: 12-23-2023

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 Use Area Plan in the Development Agreement (Inst. #2019-028376) to Include Financial Uses in the Area Currently Designated for Specialty Retail and Restaurant Uses, by CSHQA.**

**Case No(s). H-2021-0034**

**For the City Council Hearing Date of: June 1, 2021 (Findings on June 15, 2021)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of June 1, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 1, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 1, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 1, 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 June 1, 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 a modification to the development agreement is hereby approved per the provisions in the Staff Report for the hearing date of June 1, 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 June 1, 2021

By action of the City Council at its regular meeting held on the 15th day of June, 2021.

COUNCIL PRESIDENT TREG BERNT VOTED AYE

COUNCIL VICE PRESIDENT BRAD HOAGLUN VOTED AYE

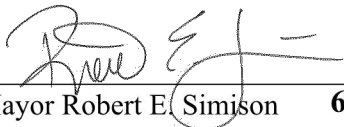
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE


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 6-15-2021

Attest:  
  
\_\_\_\_\_  
Chris Johnson 6-15-2021  
City Clerk



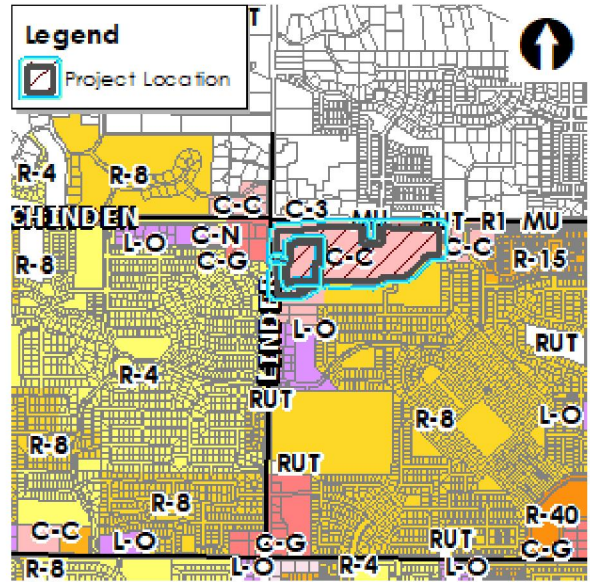
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  Dated: 6-15-2021  
City Clerk's Office

STAFF REPORT  
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 6/1/2021  
TO: Mayor & City Council  
FROM: Sonya Allen, Associate Planner  
208-884-5533  
SUBJECT: H-2021-0034  
Linder Village  
LOCATION: The site is located at 6308 N. Linder Road at the northeast corner of N. Linder Road and W. Chinden Blvd., in the NW ¼ of Section 25, Township 4N., Range 1W.



I. PROJECT DESCRIPTION

Modification to the Use Area Plan in the Development Agreement (Inst. #2019-028376) to include financial uses in the area currently designated for specialty retail and restaurant uses.

II. SUMMARY OF REPORT

- A. Applicant:  
Mandie Brozo, CSHQA – 200 Broad St., Boise, ID 83702
- B. Owner:  
Dave McKinney, High Desert Development Linder Village, LLC – 2537 W. State St., Ste. 110, Boise, ID 83702
- C. Representative:  
James Marsh, CSHQA – 2537 W. State St., Ste. 110, Boise, ID 83702

III. STAFF ANALYSIS

The Applicant proposes to amend the existing Development Agreement (DA) (Inst. #2019-028376) to update the Use Area Plan to allow for a financial institution in the area currently designated for specialty retail and restaurant uses at the northwest corner of the site. No other changes to the uses shown on the Plan are proposed. The Use Area Plan in Section V.B is included in the existing DA; the Plan in Section V.E is proposed.

Substantial compliance with the approved Use Area Plan is required as a provision of the DA (i.e. #5.1a) to ensure a minimum of three (3) land use types [i.e. commercial (includes retail, restaurants,



etc.), office, residential, civic (includes public open space, parks, entertainment venues, etc.) and industrial] are provided within this development consistent with the guidelines in the Comprehensive Plan for the associated Mixed Use – Community (MU-C) Future Land Use Map (FLUM) designation for this site.

The conceptual development plan and site circulation plan have also been updated to reflect the proposed reconfiguration of the site layout in the area where the financial institution is planned; the adjacent building footprint to the east now includes a drive-through. The pedestrian circulation plan depicts reconfigured pathway locations consistent with the new site design.

The proposed change to include financial along with the retail and restaurant uses will still ensure a mix of land uses are provided as desired in the MU-C.

Because the proposed change increases the types of uses planned for this area which is desired, Staff is supportive of the requested amendment to the DA.

**IV. DECISION**

**A. Staff:**

Staff recommends approval of the modification to the DA as proposed by the Applicant.

**C. The Meridian City Council heard this item on June 1, 2021. At the public hearing, the Council moved to approve the subject MDA request.**

**1. Summary of the City Council public hearing:**

- a. In favor: James Marsh, CSHQA; David McKinney; Dusty Woolstenhulme; Mandie Brozo, CSHQA**
- b. In opposition: None**
- c. Commenting: Sally Reynolds; Denise LaFever**
- d. Written testimony: Norman & Julie Davis; Sally Reynolds**
- e. Staff presenting application: Sonya Allen**
- f. Other Staff commenting on application: None**

**2. Key issue(s) of public testimony:**

- a. Not in favor of the proposed change to the Use Area Plan to include financial institutions; prefers restaurant & specialty stores in this location since there are two other financial institutions within walking distance of this site;**
- b. No issue with proposed change;**
- c. Concern about blight resulting from repurposing of the bank building across the street with development of the proposed bank on this site.**

**3. Key issue(s) of discussion by City Council:**

- a. Extent of road widening improvements and timing for completion;**
- b. Traffic calming within the site and in Bacall on the southern portion of the site.**

**4. City Council change(s) to Staff's recommendation:**

- a. None**

V. EXHIBITS

A. Existing Conceptual Development Plan (dated: 12/13/18)



**CSHOA**  
CLIENT: DMG Real Estate Partners, LLC  
LOCATION: BOYLS, IOWA  
DRAWING TITLE: Concept Plan

DATE: 12/13/18  
BY: BEM  
PROJECT #: 07142

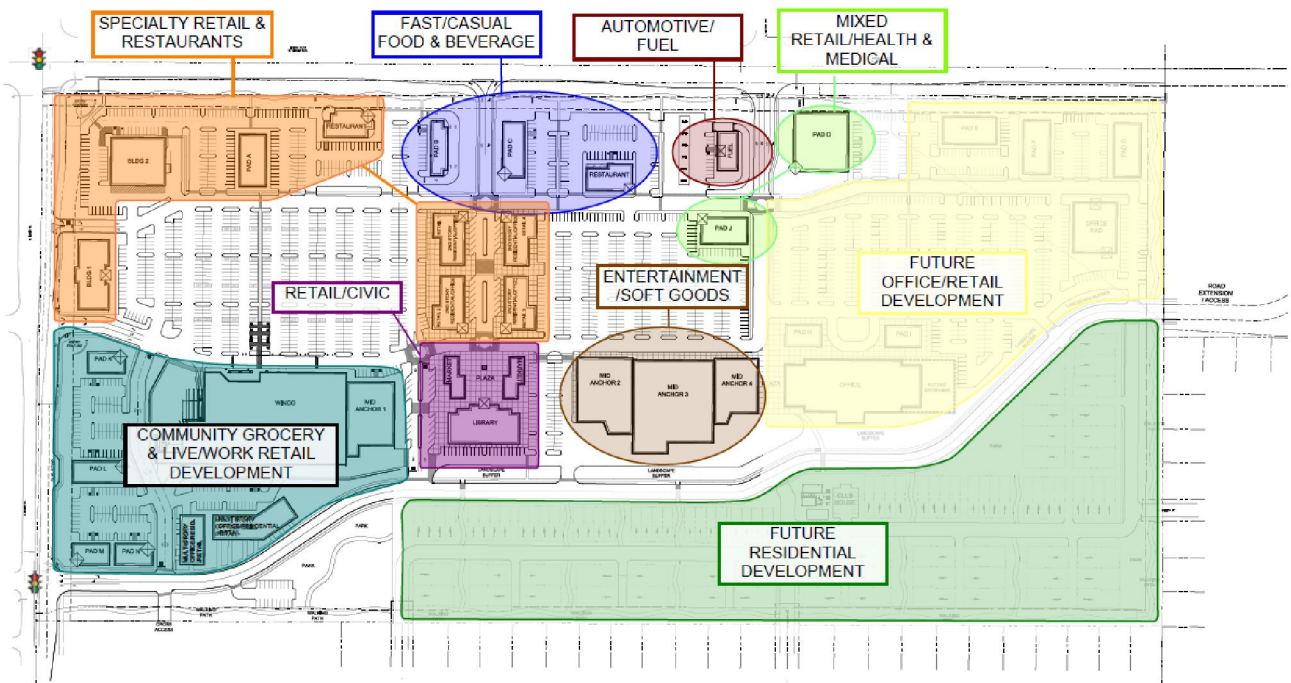
CONCEPT SITE  
PLAN

1 CONCEPT PLAN  
SCALE: 1" = 50'  
DATE: 12/13/18  
PAGE 11 FEET

**LINDER**  
VILLAGE

Item #14.

B. Existing Use Area Plan (dated: 10/8/18):



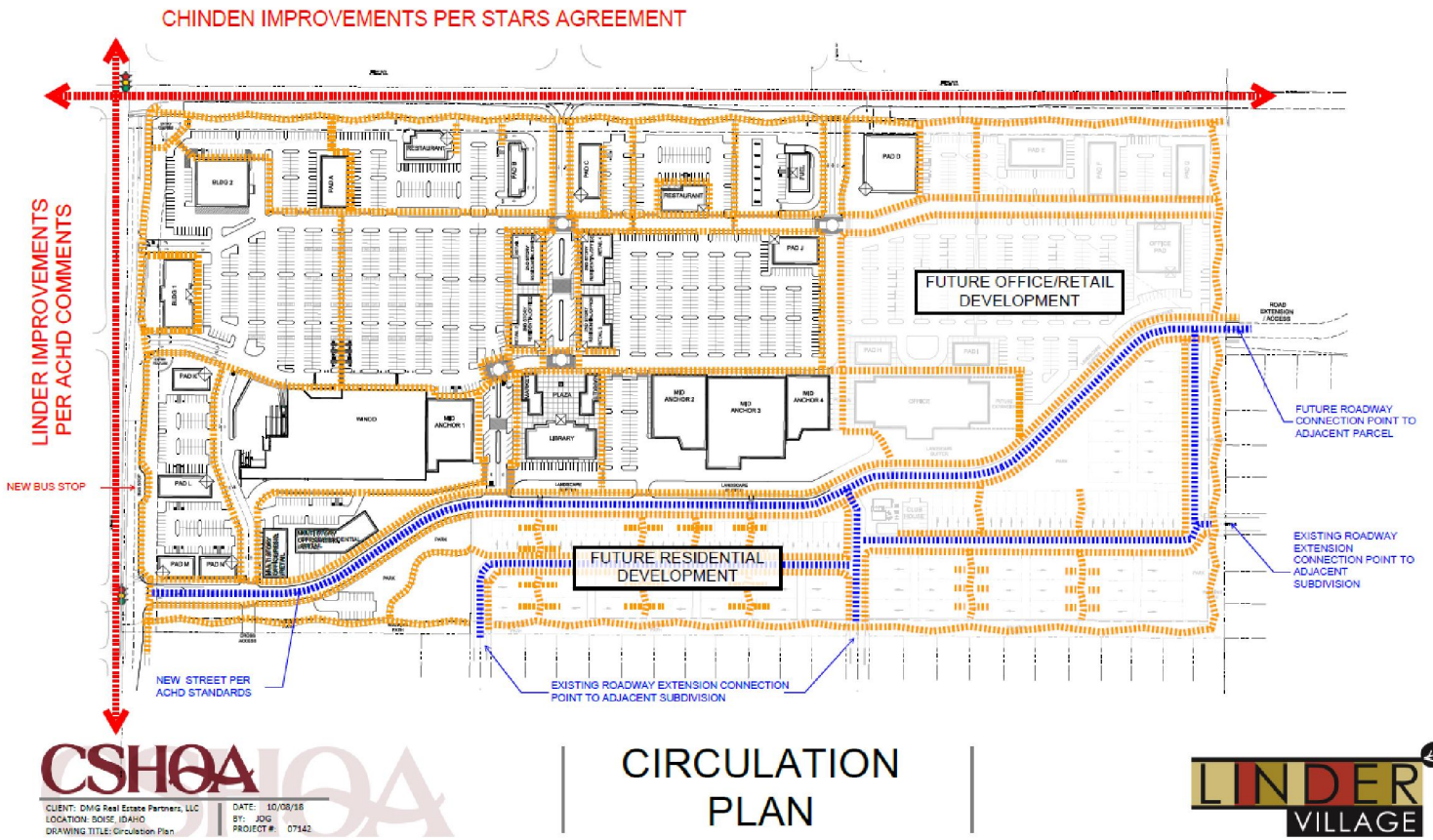
**CSHOA**  
CLIENT: DMG Real Estate Partners, LLC  
LOCATION: SOCC, SAHMO  
DRAWING TITLE: Use Area Plan  
DATE: 10/08/18  
BY: JEG  
PROJECT #: 07142

USE AREA  
PLAN





C. Existing Site Circulation Plan (dated: 10/8/18):



D. Proposed Conceptual Development Plan (dated: 5/25/2021):



**CSHOA** | **IOA**

CLIENT: DMG Real Estate Partners, LLC | DATE: 05/25/21 REV  
LOCATION: BOISE, IDAHO | BY: AMB  
DRAWING TITLE: CONCEPT SITE PLAN | PROJECT #: 07142

CONCEPT  
SITE PLAN

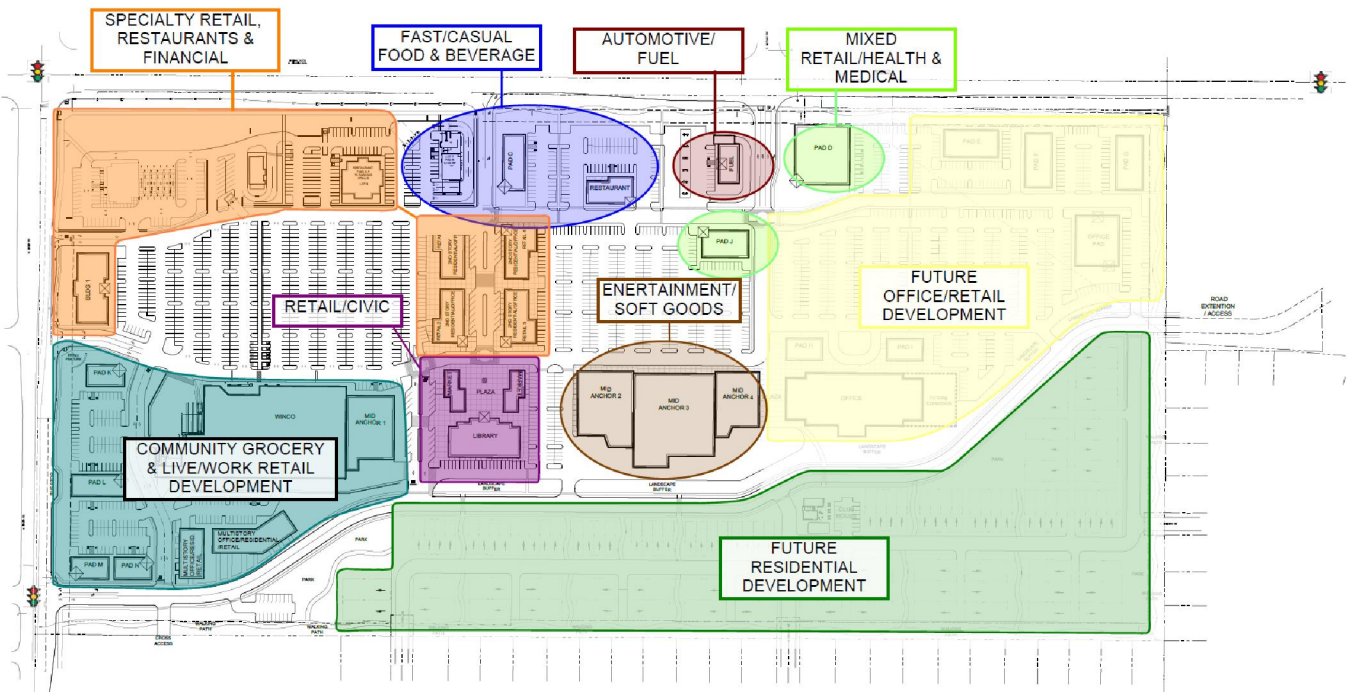
**1 CONCEPT PLAN**  
SCALE: 1" = 50'  
DATE: 05/25/21





Item #14.

E. Proposed Use Area Plan (dated: 5/7/21):

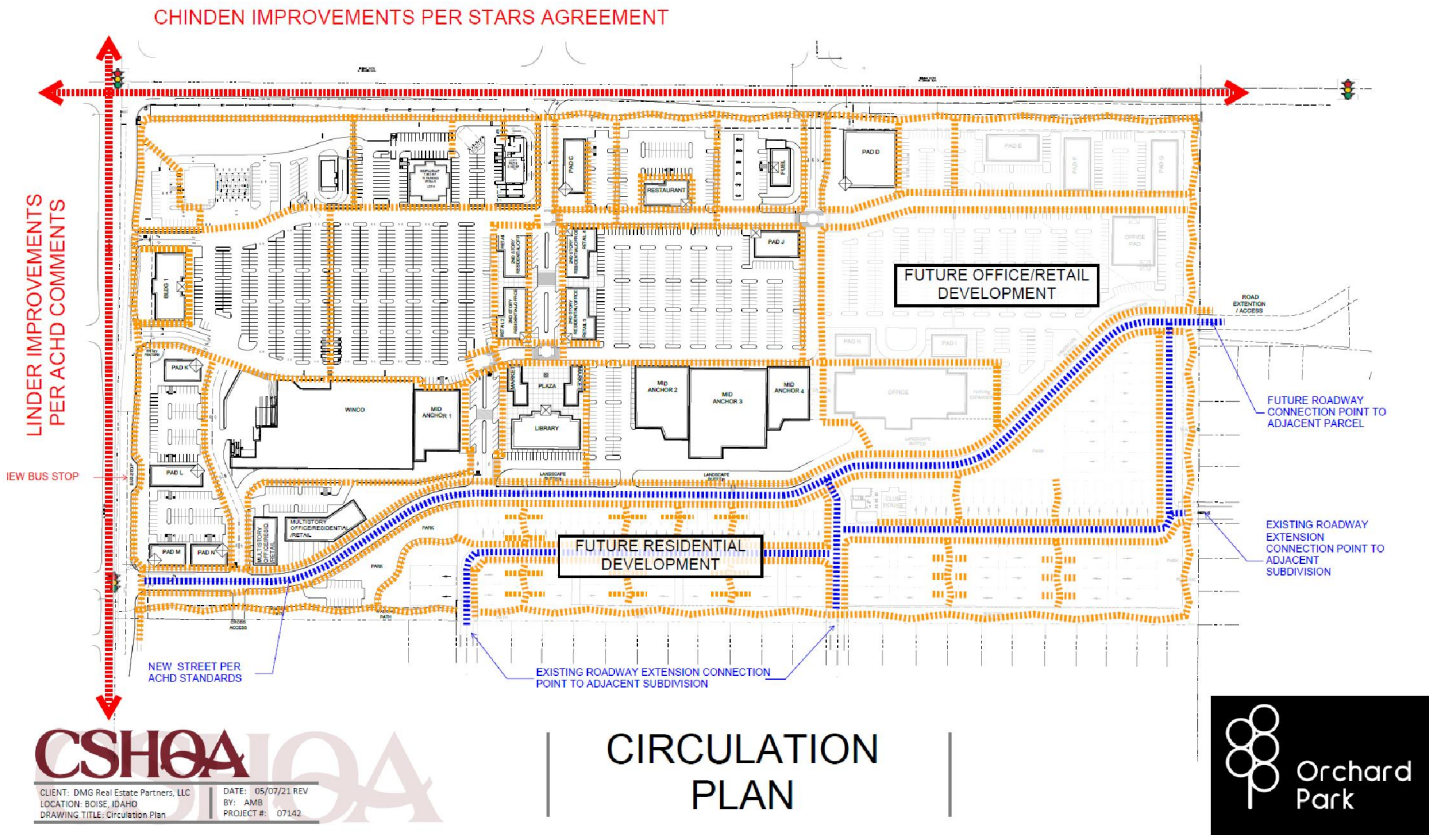


**CSHOA**  
CLIENT: DMG Real Estate Partners, LLC  
LOCATION: BOISE, IDAHO  
DRAWING TITLE: Circulation Plan  
DATE: 05/07/21 REV  
BY: AMB  
PROJECT #: 07342

USE AREA  
PLAN



F. Proposed Site Circulation Plan (dated: 5/7/21):



**CSHOA**  
 CLIENT: DMG Real Estate Partners, LLC    DATE: 05/07/21 REV  
 LOCATION: BOISE, IDAHO                      BY: AMB  
 DRAWING TITLE: Circulation Plan            PROJECT #: 07182

# CIRCULATION PLAN





## AGENDA ITEM

**ITEM TOPIC:** Second Addendum to Development Agreement Between the City of Meridian and William Bienapfl (Owner) and Flexspace, LLC (Developer) for Movado Mixed Use (H-2020-0123), Generally Located on the South Side of E. Overland Rd. Between S. Eagle Rd. and S. Cloverdale Rd.

**2<sup>nd</sup> ADDENDUM TO DEVELOPMENT AGREEMENT**

- PARTIES:**
- 1. City of Meridian
  - 2. William Bienapfl, Owner
  - 3. FlexSpace, LLC, Developer

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (“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 **William Bienapfl**, (“OWNER”), whose address is 2674 S. Andos Way, Meridian, ID 83642 and **Flexspace LLC**, whose address is 4824 W. Fairview Avenue, Boise, ID 83706, (“DEVELOPER”).

**RECITALS**

A. CITY and OWNER and/or DEVELOPER entered into that certain Development Agreement that was recorded on March 24, 2017 in the real property records of Ada County as Instrument No. 2017-012608 (“DEVELOPMENT AGREEMENT”) and the Addendum to Development Agreement that was recorded on February 19, 2018 in the real property records of Ada County as Instrument No. 2018-012456 (“ADDENDUM TO DEVELOPMENT AGREEMENT”) as they pertain to the property listed in Exhibit “A”, which terms have been approved by the Meridian City Council in accordance with Idaho Code Section 67-6511.

B. CITY and OWNER and/or DEVELOPER now desire to amend the 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 and/or DEVELOPER shall be bound by the terms of the Development Agreement recorded as Instrument No. 2017-012608 and Instrument No. 2018-012456, except as specifically amended to add the following:

**5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

- a) Future development of this site shall be consistent with the conceptual site plan, conceptual building elevations, landscape plan, and qualified open space exhibits included in Section VII of the Staff Report that is attached to of the Findings of



Facts and Conclusions of Law approved by the Meridian City Council on May 4, 2021, attached hereto as Exhibit "A" and the conditions contained herein, with the following revisions:

- i. Add a shared plaza to be used by the commercial and multi-family residential within the development located somewhere within the area of the proposed commercial buildings along Overland.
    - ii. Include at least one (1) pedestrian crossing from the multi-family townhomes to the shared plaza and commercial that is clearly delineated from the driving surface by being constructed with brick pavers, stamped concrete or similar.
  - b) The allowed uses within the future commercial buildings shall be flex-space, office, retail, personal and professional services, restaurant, and daycare uses to aid in the integration and compatibility with the multi-family residential; no drive throughs shall be permitted within this development with obtaining a modification to this agreement.
  - c) No building permits shall be issued for this development until the property has been subdivided in accord with the approved preliminary plat (H-2017-0104).
  - d) The owner and/or developer shall grant cross-access with the adjacent property to the east (Parcel #S1121110200) located somewhere along the shared eastern property boundary; copy of the agreement shall be provided with the Certificate of Zoning Compliance application.
  - e) The units along the southern boundary of parcel #S112112103 shall be restricted to single-story only.
2. That Owner and/or Developer agrees to abide by all ordinances of the City of Meridian and the Property shall be subject to de-annexation if the Owner and/or Developer, or their assigns, heirs, or successor shall not meet the conditions of this 2<sup>nd</sup> Addendum, and the Ordinances of the City of Meridian as herein provided.
3. This 2<sup>nd</sup> 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 and/or 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 or 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 and/or Developer, to execute appropriate and recordable evidence of termination of this 2<sup>nd</sup> Addendum if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed its obligations under this Addendum.
4. If any provision of this 2<sup>nd</sup> Addendum is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this 2<sup>nd</sup> Addendum and the invalidity thereof shall not affect any of the other provisions contained herein.

5. This 2<sup>nd</sup> Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owner and/or 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 and/or 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 2<sup>nd</sup> Addendum shall be effective as of the date herein above written.

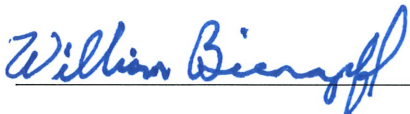
7. Except as amended by the Addendum, all terms of the previous Agreements shall remain in full force and effect.

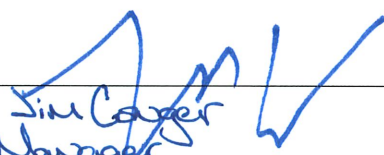
**ACKNOWLEDGMENTS**

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

**OWNER:**  
William Bienapfl

**DEVELOPER:**  
Flexspace LLC

  
\_\_\_\_\_

  
By: \_\_\_\_\_  
Its: *Manager*

**CITY OF MERIDIAN**

**ATTEST:**

By: \_\_\_\_\_  
Mayor Robert E. Simison

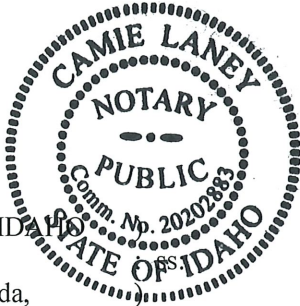
\_\_\_\_\_  
Chris Johnson, City Clerk

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

On this 14 day of June, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **William Bienapfl** known or identified to me to be the person who signed above and acknowledged to me that he 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)



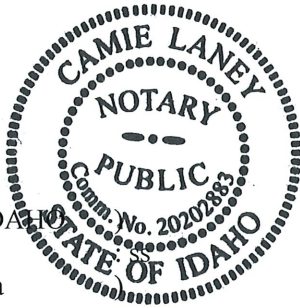
Camie Laney  
Notary Public for Idaho  
Residing at: Boise  
My Commission Expires: 8-3-2026

STATE OF IDAHO )  
County of Ada, )

On this 14 day of June, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim D longer known or identified to me to be the member of FlexSpace LLC and acknowledged to me that he 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.

(SEAL)



Camie Laney  
Notary Public for Idaho  
Residing at: Boise  
My Commission Expires: 8-3-2026

STATE OF IDAHO )  
County of Ada )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know 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 on 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 Conditional Use Permit for a multi-family development consisting of 60 attached units (50 units on 4225 E. Overland Rd. and 10 units on Parcel S1121121011) on 6.8 acres of land in the C-G zoning district; and a Development Agreement Modification to modify the concept plan approved with the existing agreements (Inst. #2017-012608 & #2018-012456) to include a mix of multi-family and commercial uses on the remaining 6.8 acres of the Movado development, by FlexSpace, LLC.**

**Case No(s). H-2020-0123**

**For the City Council Hearing Date of: April 20, 2021 (Findings on May 4, 2021)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of April 20, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of April 20, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of April 20, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of April 20, 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 April 20, 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 Conditional Use Permit and Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of April 20, 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. 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 April 20, 2021

By action of the City Council at its regular meeting held on the 4th day of May, 2021.

COUNCIL PRESIDENT TREG BERNT VOTED  AYE

COUNCIL VICE PRESIDENT BRAD HOAGLUN VOTED  AYE

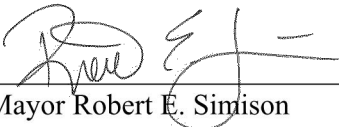
COUNCIL MEMBER JESSICA PERREAULT VOTED \_\_\_\_\_

COUNCIL MEMBER LUKE CAVENER VOTED  AYE

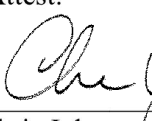
COUNCIL MEMBER JOE BORTON VOTED  AYE

COUNCIL MEMBER LIZ STRADER VOTED  AYE

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

  
\_\_\_\_\_  
Mayor Robert E. Simison 5-4-2021

Attest:

  
\_\_\_\_\_  
Chris Johnson 5-4-2021  
City Clerk



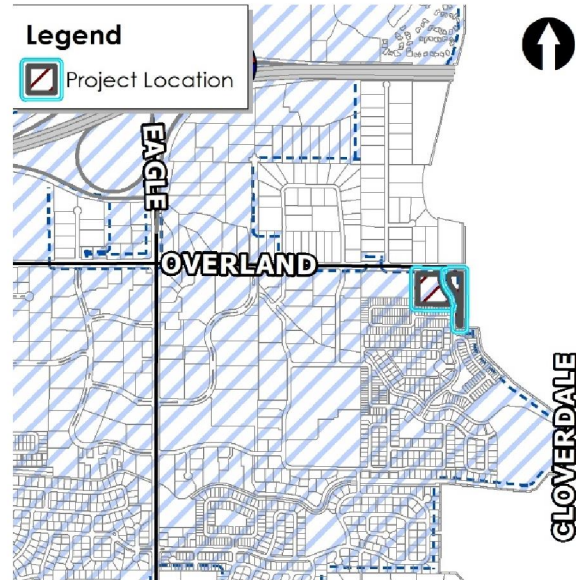
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  Dated: 5-4-2021  
City Clerk's Office

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: April 20, 2021  
 TO: Mayor & City Council  
 FROM: Joseph Dodson, Associate Planner  
 208-884-5533  
 SUBJECT: H-2020-0123  
 Movado Mixed-Use  
 LOCATION: Generally located on the south side of E. Overland Road between S. Eagle Road and S. Cloverdale Road, in a portion of the NW ¼ of the NE ¼ of Section 21, Township 3N., Range 1E.



**I. PROJECT DESCRIPTION**

The Applicant has submitted requests for the following:

- Conditional Use Permit for a multi-family development consisting of ~~6660~~ attached units (~~5650~~ units on 4225 E. Overland Rd. and 10 units on Parcel S1121121011) on 6.8 acres of land in the C-G zoning district; and
- Development Agreement Modification to modify the concept plan approved with the existing agreements (Inst. #2017-012608 & #2018-012456) to include a mix of multi-family and commercial uses on the remaining 6.8 acres of the Movado development, by FlexSpace, LLC.

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details	Page
Acreage	6.8 acres (C-G zoning district)	
Future Land Use Designation	Mixed Use Regional	
Existing Land Use(s)	Vacant	
Proposed Land Use(s)	Multi-Family Residential and future Commercial	
Lots (# and type; bldg./common)	2 existing commercial building lots – properties have not been final platted yet	
Phasing Plan (# of phases)	Proposed as one phase for the residential; commercial is future.	
Number of Residential Units (type of units)	<del>606</del> multi-family units – proposed as 8-plex and 6-plex, attached townhome style	
Density (gross & net)	Gross – <del>9.678</del> .82 du/ac.; Net – 17.24 du/ac.	



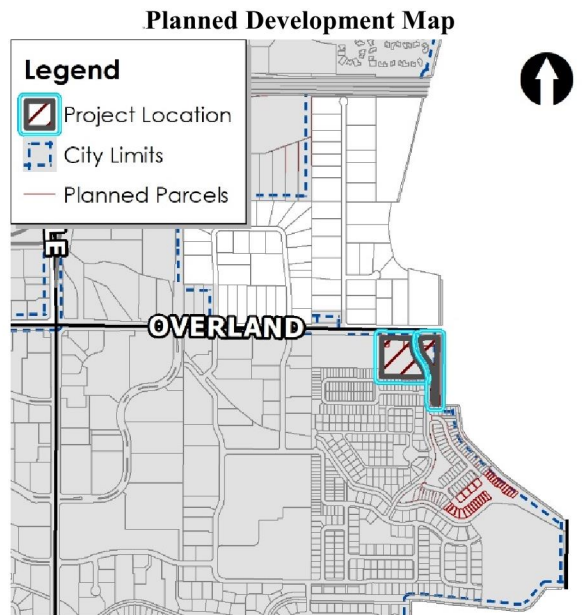
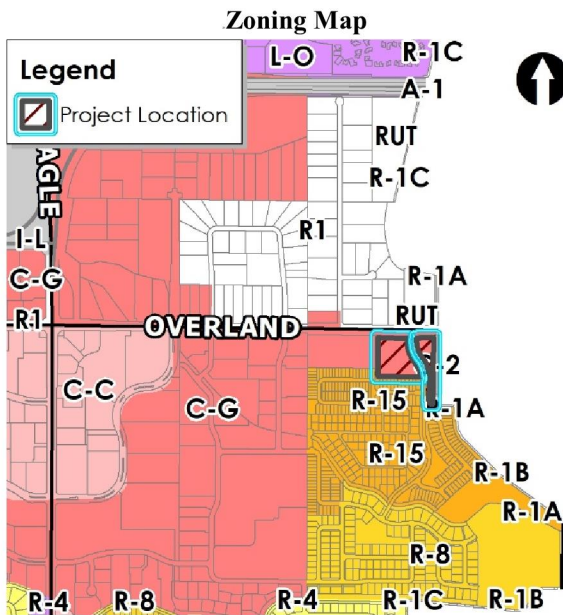
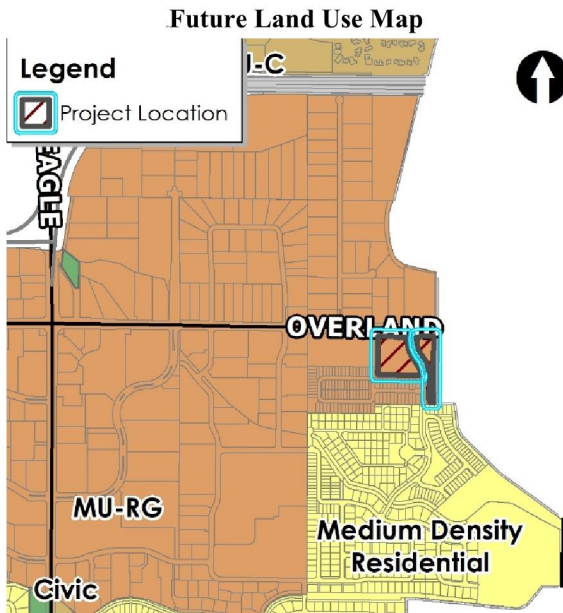
Description	Details	Page
Open Space (acres, total [%]/buffer/qualified)	19,561 square feet of qualified common open space proposed (approximately 6.6%) – collector street buffers are not part of proposed open space but part of previous Movado Greens development. 7,573 square feet of private open space proposed.	
Amenities	Three (3) amenities are proposed – Enclosed bicycle storage, plaza with BBQ & firepit, and a coffee kiosk. Further Staff analysis is below in Section V.	
Physical Features (waterways, hazards, flood plain, hillside)	N/A	
Neighborhood meeting date; # of attendees:	2 meetings: October 7, 2020 (11 attendees) & October 8, 2020 (5 attendees)	
History (previous approvals)	Part of Movado Estates AZ, PP, PS (H-2016-0112); Movado Greens/Silverstone Apartments MCU, MDA, PP, RZ (H-2017-0104); Silverstone Apartments MDA (H-2019-0099) & Silverstone Apartments MCU (H-2019-0014) that were withdrawn; DA Inst. #'s 2017-012608 & #2018-012456.	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	<p>Yes</p> <p>No</p>	
Access (Arterial/Collectors/State Hwy/Local) (Existing and Proposed)	Access is proposed via driveway connections to both sides of S. Movado Way, a collector street. Driveway will be an extension of driveway stub along western property line.	
Stub Street/Interconnectivity/Cross Access	Internal access is via shared driveways for both the commercial and multi-family developments; part of this is from an existing driveway stub from the west (Silverstone Apartments). Applicant is proposing to stub a driveway access near the southeast corner of the site to the east property line for connectivity of a project within the City of Boise.	
Existing Road Network	Movado Way is an existing collector street; Overland Road is an existing arterial street.	
Existing Arterial Sidewalks / Buffers	The landscape buffers and arterial sidewalks along E. Overland Road are existing and were constructed with previous approvals. However, an older curb cut along Overland was not closed with curb, gutter, and sidewalk—this should be corrected with this application.	
Proposed Road Improvements	No road improvements are proposed as Movado Way is already existing and at its full width. Additional on-site driveways will be constructed as access for the commercial and multi-family portions of the site.	
Distance to nearest City Park (+ size)	Fire Station #4 Park is closest public park as seen on GIS – 0.4 acres in size and approximately 1.7 miles away. Movado Subdivision has two larger open space areas, as well as other smaller open space areas.	
Fire Service		
<ul style="list-style-type: none"> <li>Distance to Fire Station</li> </ul>	Approximately 1.7 miles from Fire Station #4	

Description	Details	Page
<ul style="list-style-type: none"> <li>• Fire Response Time</li> </ul>	This project lies within the Meridian Fire response time goal of 5 minutes.	
<ul style="list-style-type: none"> <li>• Risk Identification</li> </ul>	Risk Factor 3 – Commercial	
<ul style="list-style-type: none"> <li>• Concerns</li> </ul>	<b>The fire department is concerned there is nowhere for visitors to the apartments to park on the west side of the project. Fire lanes may be blocked which would become an issue.</b>	
<b>Police Service</b>		
	No comments	
<b>West Ada School District</b>		
Estimated school age children generated by this development (elem, ms, hs)	4 to Pepper Ridge Elementary 2 to Lewis & Clark MS 3 to Mountain View HS	
Capacity of Schools	Pepper Ridge Elementary – 675 students Lewis & Clark MS – 1,000 students Mountain View HS – 2,175 students	
# of Students Enrolled (Spring '20 enrollment)	Pepper Ridge Elementary – 576 students Lewis & Clark MS – 1,071 students Mountain View HS – 2,237 students	
<b>Wastewater</b>		
<ul style="list-style-type: none"> <li>• Distance to Sewer Services</li> </ul>	Directly adjacent	
<ul style="list-style-type: none"> <li>• Sewer Shed</li> </ul>	Five Mile Trunkshed	
<ul style="list-style-type: none"> <li>• Estimated Project Sewer ERU's</li> </ul>	See application	
<ul style="list-style-type: none"> <li>• WRRF Declining Balance</li> </ul>	14.07	
<ul style="list-style-type: none"> <li>• Project Consistent with WW Master Plan/Facility Plan</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>• Impacts/Concerns</li> </ul>	<ul style="list-style-type: none"> <li>• Additional 4,272 gpd committed to model</li> <li>• No Permanent structures (buildings, carports, trash receptacle walls, fences, infiltration trenches, lightpoles, etc.) can be built within the utility easement.</li> <li>• Not clear as to how the commercial/office building in the northeast corner will be serviced.</li> </ul>	
<b>Water</b>		
<ul style="list-style-type: none"> <li>• Distance to Services</li> </ul>	Directly adjacent	
<ul style="list-style-type: none"> <li>• Pressure Zone</li> </ul>	4	
<ul style="list-style-type: none"> <li>• Estimated Project Water ERU's</li> </ul>	See application	
<ul style="list-style-type: none"> <li>• Water Quality Concerns</li> </ul>	None	
<ul style="list-style-type: none"> <li>• Project Consistent with Water Master Plan</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>• Impacts/Concerns</li> </ul>	<ul style="list-style-type: none"> <li>• Eliminate water main dead-end at southeast corner of western parcel; possibly run a service line to the building instead. See attached markup.</li> </ul>	

C. Project Maps



III. APPLICANT INFORMATION

A. Applicant:

FlexSpace LLC, Marcel Lopez – 4824 W. Fairview Avenue, Boise, ID 83706

B. Owner:

William Bienapfl – 2674 S. Andros Way, Meridian, ID 83642

C. Representative:

Same as Applicant



IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	2/12/2021	4/9/2021
Radius notification mailed to properties within 500 feet	2/9/2021	4/6/2021
Public hearing notice sign posted on site	2/22/2021	4/9/2021
Nextdoor posting	2/9/2021	4/6/2021

V. STAFF ANALYSIS

A. DEVELOPMENT AGREEMENT MODIFICATION (MDA)

A modification to the existing Development Agreements (Inst. #2017-012608 & #2018-012456), is requested for the purpose of including a new development plan for this area of the Movado Greens development to consist of both commercial and residential uses instead of solely commercial. The existing DA provisions are still applicable as they were mostly related to the larger Movado development overall.

The existing DA includes a concept plan for this area from 2017 when the property received DA Modification approval to change the number and layout of apartment units along Overland, now known as the Silverstone Apartments. The existing concept plan depicts a number of office, retail, and general commercial buildings. This concept plan was intended to maintain a commercial presence within this area of the Mixed-use Regional designation despite being removed from the main commercial area at the intersection of Eagle and Overland.

The Applicant believes the existing concept plan for this area of the agreement is not feasible with that amount of commercial square footage being separated from the Eagle/Overland area by residential and is too far east in general to accommodate 56,000 square feet of commercial space. Therefore, the Applicant is proposing a new concept plan depicting three commercial pad sites and 66 multi-family dwellings in the form of townhome style dwellings. The commercial is now proposed at approximately 27,500 square feet and is shown along Overland to increase the visibility. In the western half of the site, it is separated from 56 units of the multi-family residential by a shared drive aisle that is the access to the public street network for both proposed uses and connects to the west to the Silverstone Apartments site. In the eastern half of the site, the Applicant also shows the commercial building along Overland road for visibility with the remaining area of the lot as parking until the remaining 10 multi-family townhome units are proposed in a small sliver of remaining land in the very southeast of the project.

Revising the development plan for this last remaining portion of the Movado Estates development is doable if done so with the right changes in mind. Staff believes that what the Applicant has presented does not fully touch on what a mixed-use development can provide, especially in terms of creating a sense of place and providing more pedestrian focus. Staff recommends some revisions to the site plan to improve the integration of uses and to better create a sense of place in this portion of the Movado development overall. ~~Staff's recommended changes are as follows: condense the northwest commercial into one building; widen the northernmost drive aisle and include street trees while removing all parking that backs into the driving lane; and, incorporate a shared plaza between the commercial and residential.~~

~~First, the Applicant should lose the northwest commercial lot in lieu of providing a plaza for the multi-family residential and future commercial to share. Instead of two single-story commercial buildings, the Applicant should consolidate these buildings into one structure that is two-stories in height in order to better utilize the land area available. In addition, constructing a two-story structure can hold the corner~~



along Overland and Movado Way more efficiently than a single-story structure when accounting for the required landscape buffer along Overland. Furthermore, a two-story commercial structure offers a consistent transition to the two-story multi-family townhomes and existing residential south of the project. Staff finds it appropriate that the Applicant decide the most appropriate size of this two-story building but believes it should be at least 10,000 square feet total which requires a minimum of 20 parking spaces (1 space per 500 square feet). In addition, to ensure adequate site circulation and pedestrian safety in perpetuity, staff is recommending a new DA provision that no drive-through use is permitted on this site. If one were to be proposed, Staff does not foresee the site adequately containing the stacking lane for a busy drive-through which could seriously harbor the function of the drive aisles and reduce pedestrian safety. Furthermore, the allowed uses for the commercial within this project should be office, retail, personal and professional services, restaurant, and daycare uses to aid in the integration and compatibility between the commercial and residential uses within the project.

As noted, part of condensing the northwest commercial buildings into one, two-story structure is to remove the need for two building pad sites and allow for an area that can be shared between the commercial and the multi-family townhomes. There are multiple ways to design this that can incorporate a shared plaza and create a better sense of place in this mixed-use area. Staff has some specific recommendations but final design will largely be up to the Applicant. At a minimum, the Applicant should incorporate a pedestrian crossing from the multi-family units to the new shared plaza within the commercial area. This can be located somewhat centrally on the site with parking on either side, east and west, of a more modern two-story commercial building along Overland that frames the plaza, creating a true sense of place between the two uses. The Applicant could also construct the two story building in the location of the central commercial building (southwest corner of Overland and Movado Way) as shown on the proposed site plan and have the shared plaza and parking to the west of the building. Staff can see these two options as more than feasible but, as already discussed, the format of how this area is redesigned should be up to the Applicant; the Applicant should aim to create a sense of place and provide for an area that is shared in order to meet the intent of the mixed-use policies.

The final piece of this revision relates to the design of the shared drive aisle. With the removal of parking spaces along the drive aisle, the drive aisle can be widened to accommodate detached sidewalks and street trees lining both sides of the drive aisle to create a short boulevard. Across this boulevard is where the new pedestrian pathway should be constructed; the crossing should be constructed with a different material than that of the driving surface (i.e. stamped concrete, pavers, or similar) to clearly delineate the pedestrian path between the residential and commercial. An additional option for this drive aisle would be to include parallel parking spots with detached sidewalks and appropriate landscaping (street trees are not a requirement but a recommendation). With Staff's recommended revisions and the Applicant's revisions, Staff supports the Development Agreement Modification request.

**COMPREHENSIVE PLAN** (<https://www.meridiancity.org/compplan>):

This property is designated MU-R (Mixed Use – Regional) on the Future Land Use Map (FLUM).

**Land Use:**

The MU-R designation is to provide a mix of employment, retail, and residential dwellings and public uses near major arterial intersections. The intent is to integrate a variety of uses together, including residential, and to avoid predominantly single use developments such as a regional retail center with only restaurants and other commercial uses. Developments should be anchored by uses that have a regional draw with the appropriate supporting uses. For example, an employment center should have supporting retail uses; a retail center should have supporting residential uses as well as supportive neighborhood and community services. The standards for the MU-R designation provide an incentive for larger public and quasi-public uses where they provide a meaningful and appropriate mix to the development.

*In general, the proposed uses of multi-family dwellings and commercial are listed as allowed uses within the MU-R designated areas. More specific comprehensive plan policy analysis is below. As currently designed staff believes the project presents some issues for safe pedestrian connectivity and lacks a true integration of uses through the site. Staff believes the site layout can be modified to improve these issues with the uses proposed. Staff's recommended changes are outlined in the above section as well as throughout the staff report.*

*Furthermore, the Applicant presented a thorough case for this area of the MU-R designation to lack true viability as a premier location for commercial uses due to its location being more than a half mile from the Eagle/Overland intersection, the central hub of this MU-R area. Some commercial should remain on these parcels but Staff agrees with the Applicant that the proposed amount with the incorporation of townhome style multi-family is adequate to meet a majority of the mixed-use policies if better integration of uses is done as outlined above by staff above.*

**Transportation:**

Access is proposed via driveways that connect to S. Movado Way, the existing collector street that bisects the project. The driveway within the northwest section of the project will connect to the driveway stub from the Silverstone Apartments directly to the west. This driveway acts as a border between the proposed commercial buildings and multi-family townhomes and shows parking backing into the driveway. As discussed, Staff finds this driveway can be better designed in order to provide for safer pedestrian connectivity through the site and provide more integration of the uses. For example, the recommended changes to incorporate a boulevard and added pedestrian crossings in this area of the site.

South of this driveway are the drive aisles for the multi-family townhomes with the required parking located on both sides. The southeast portion of this area contains a segment of drive aisle that is over 150 feet in length which requires a fire turnaround. Instead, Staff recommends this segment be reduced in length to not require a turnaround; a few parking spaces in this area may need to be removed to accommodate this.

The east side of the development proposes an additional commercial building as well as ten (10) more multi-family units with driveway accesses to Movado Way in alignment with the rest of the site. The submitted site plan shows more than the minimum parking required and drive aisles that meet UDC and Fire Department requirements for the commercial portion of the east site. The proposed dwellings at the very southeast corner of the project are placed with minimal room to spare surrounding the buildings but do appear to show compliance with dimensional standards.

According to ACHD, the proposed driveway connections meet their district offset policies by being 220 feet from the intersection of Movado Way and Overland Road. However, these two northernmost proposed driveways will not meet offset requirements should the Overland and Movado intersection ever be signalized. In this case these accesses would be limited to right-in/right-out accesses only. The Applicant is aware of this potential and still proposed the driveways at their current locations. Therefore, Staff does not find it necessary to recommend different locations but will instead note compliance with ACHD conditions of approval and their policies.

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

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

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

*The proposed multi-family dwellings are shown as townhome style units and would be a new type of multi-family dwelling in this immediate area and add to the available housing diversity within the*



*Movado development. In addition, all of the units are proposed at 2-bedroom units which would offer future residents rental opportunities at a lower price than three bedroom homes.*

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

*City water and sewer services are available and can be extended by the developer with development in accord with UDC 11-3A-21.*

- “Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.” (2.01.01G)

*Traditional three-story, garden-style apartments are currently under construction directly to the west of the subject site which makes the proposed two-story townhome style apartments a new type of multi-family housing in this area. The proposed residential is also a different type than the single-family proposed directly south and further into the Movado development.*

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

*Mixed-use areas require integration of uses that are not always precisely compatible but through thoughtful site design, conflicts can be minimized. With Staff’s recommended changes, the proposed development offers better integration, ~~minimizes conflicts by removing parking that backs into a drive aisle, and better utilizes the land area.~~ The drive aisle with the revisions recommended by Staff acts as both a buffer and a point of integration between the commercial and multi-family residential on the property. The required setbacks between the subject property and the apartments to the west should offer an adequate transition and screening between more intensive residential buildings and the townhome style units proposed with this 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)

*The proposed development will connect to City water and sewer systems by continuing existing stubs where available.*

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

*The subject site is already annexed but currently undeveloped; it is one of the last areas of the Movado development to be developed. Because everything to the south is mostly developed and the site abuts a major arterial and entryway corridor, public services are readily available for this site despite being on the outer edge of City limits.*

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

*Urban sewer and water infrastructure and curb, gutter and sidewalks is required to be provided with development as proposed. However, an existing driveway cut was not closed with curb, gutter, and sidewalk along Overland as required with previous approvals. The previous requirement to comply with this will be carried over into this project.*

- “Require collectors consistent with the ACHD Master Street Map (MSM), generally at/near the mid-mile location within the Area of City Impact.” (6.01.03B)

*The Applicant is utilizing an existing collector street as the access for the proposed development. No new public roads are required or proposed with this application.*

- “Slow the outward progression of the City's limits by discouraging fringe area development; encourage development of vacant or underutilized parcels currently within City limits.” (4.05.03B)

*The proposed parcels are already annexed with commercial zoning but are not yet developed. As noted, these parcels are likely to not develop with the intended uses of only commercial when so far removed from the main MU-R center further to the west. Despite abutting the edge of City limits, City services are readily available. Furthermore, developing these parcels will allow for the entrance to the City of Meridian from the east along Overland Road to be enhanced with commercial and transitional residential.*

- “Monitor and adjust the amount and mix of industrial, commercial, and office areas needed to meet the employment needs of the City.” (3.06.01B)

*The Applicant’s proposal removes some commercial square footage from what is currently approved in the Movado Greens DA. According to the Applicant, the subject parcels are too far removed from the intersection of Eagle/Overland to directly compete with the already undeveloped Silverstone commercial area further to the west. Staff agrees that reducing the amount of commercial on this site to accommodate more neighborhood or community serving commercial uses rather than regional uses is prudent based on existing development patterns and size of the property.*

**In reviewing development applications, the following items will be considered in all Mixed-Use areas, per the Comprehensive Plan (pg. 3-13):** *(Staff’s analysis in italics)*

- “A mixed-use project should include at least three types of land uses. Exceptions may be granted for smaller sites on a case-by-case basis. This land use is not intended for high density residential development alone.”

*The proposed development includes both multi-family residential and commercial pad sites. At a minimum, the development should provide two land uses immediately. With more than one commercial building, it is very feasible that at least three land uses will be provided. However, Staff does not find it necessary to require at least three land uses on the subject site due to its relatively small size (6.8 acres) in relation to the much larger parcels located further west and also in the MU-R designation. The proposed development meets this goal.*

- “Where appropriate, higher density and/or multi-family residential development is encouraged for projects with the potential to serve as employment destination centers and when the project is adjacent to US 20/26, SH-55, SH-16 or SH-69.”

*The Applicant is proposing multi-family residential at a gross density of 9.67 units/acre which falls within the medium-high density residential range were the project to be located in that designation. In addition, the subject parcels have easy access to a new collector street that connects to Overland Road, an arterial; Overland provides access east and west from the site to major employment centers in Meridian and Boise.*

- “Mixed Use areas are typically developed under a master or conceptual plan; during an annexation or rezone request, a development agreement will typically be required for developments with a Mixed-Use designation.”

*An overall development plan is currently in place for the subject parcels and are currently approved as solely commercial sites. The Applicant is requesting to modify this plan to include multi-family residential with the commercial uses proposed along Overland Road.*

- “In developments where multiple commercial and/or office buildings are proposed, the buildings should be arranged to create some form of common, usable area, such as a plaza or green space.”



*Staff is recommending revisions to the site plan that will help meet this comprehensive plan policy including ~~combining two of the commercial buildings into one in order~~ to provide for a shared plaza between the multi-family and this commercial. With these changes, the project will meet this policy.*

- “The site plan should depict a transitional use and/or landscaped buffering between commercial and existing low- or medium-density residential development.”  
*The proposed plan depicts two-story, multi-family residential as a transition from a busy arterial and commercial buildings to existing single-family homes directly to the south. The single-family development to the south would also have landscaping between their backyards and the proposed multi-family residential. Many of these single-family homes abutting the subject site are attached products which makes the townhome style multi-family an adequate transition to commercial uses.*
- “Community-serving facilities such as hospitals, clinics, churches, schools, parks, daycares, civic buildings, or public safety facilities are expected in larger mixed-use developments.”  
*The proposed project is not a larger mixed-use development; therefore, strict adherence to this policy is not feasible.*
- “Supportive and proportional public and/or quasi-public spaces and places including but not limited to parks, plazas, outdoor gathering areas, open space, libraries, and schools are expected; outdoor seating areas at restaurants do not count.”  
*Staff is recommending revisions commensurate with this policy in order to provide for a shared plaza between uses that are not outdoor seating areas for restaurants. Future commercial uses are not yet known so the Applicant is not proposing this as an option at this point.*
- “Mixed use areas should be centered around spaces that are well-designed public and quasi-public centers of activity. Spaces should be activated and incorporate permanent design elements and amenities that foster a wide variety of interests ranging from leisure to play. These areas should be thoughtfully integrated into the development and further placemaking opportunities considered.”  
*As discussed earlier in the report, the subject parcels are small areas of undeveloped land within the MU-R designation and are separated from larger MU-R parcels further to the west by existing residential. These factors do not make it feasible for strict adherence to this policy. However, Staff has recommended revisions to the site plan in order to help meet other mixed-use policies that will, in-turn, move the project closer to compliance with this policy.*
- “All mixed-use projects should be directly accessible to neighborhoods within the section by both vehicles and pedestrians.”  
*The proposed development will be directly accessible to adjacent neighborhoods through extension of sidewalks from the existing network into the site. Staff believes better integration could occur if the concept plan is revised to reduce the commercial footprint and increase the shared area between the uses.*
- “Alleys and roadways should be used to transition from dissimilar land uses, and between residential densities and housing types.”  
*There are no alleys proposed in this development but the drive aisles within the proposed development act as a transition between the proposed residential and commercial areas as desired. Staff’s recommended changes would further create this transition as described in more detail earlier in the report.*
- “Because of the parcel configuration within Old Town, development is not subject to the Mixed-Use standards listed herein.”  
*The subject property is not located in Old Town; therefore, this item is not applicable.*

**In reviewing development applications, the following items will be considered in MU-R areas, per the Comprehensive Plan:**

- “Developments should comply with the general guidelines for development in all Mixed-Use areas.”  
*See analysis above.*
- “Residential uses should comprise a minimum of 10% of the development area at gross densities ranging from 6 to 40 units/acre.”  
*The proposed development meets this policy by providing more than 10% as residential and with a gross density of nearly 10 units/acre.*
- “There is neither a minimum nor maximum imposed on non-retail commercial uses such as office, clean industry, or entertainment uses.”  
*Staff is recommending that the non-retail commercial uses on this site be limited in order to ensure compatible uses are proposed in the future. Because of the relatively small size of this mixed-use site, this policy is better adhered to further to the west in the Silverstone or Rackham commercial developments.*
- “Retail commercial uses should comprise a maximum of 50% of the development area.”  
*Future commercial uses are not yet known at this time. However, Staff’s proposed use restrictions may provide for more than 50% of the commercial area to be retail. It is more likely that office uses or a daycare may end up within the proposed commercial area due to their proximity to multi-family residential. Staff will analyze this policy with future Certificate of Zoning Compliance applications.*

Based on the analysis above, Staff finds the proposed plan is *generally* consistent with the vision of the Comprehensive Plan for this area in regard to land use, density and transportation. **Several different land-uses should exist within the future commercial area of the site and Staff’s recommended changes should increase the development’s consistency with the comprehensive plan.**

**B. UNIFIED DEVELOPMENT CODE (UDC) ANALYSIS**

**Conditional Use Permit (CUP) – Multi-family Development (UDC 11-4-3-27):**

The proposed multi-family development consists of 66 units with 56 on the western parcel and 10 units on the eastern parcel. The proposed use of multi-family residential is subject to conditional use permit approval by the Planning and Zoning Commission within the existing C-G zoning district and subject to specific use standards outlined in UDC 11-4-3-27 and below:

**11-4-3-27 – Multi-Family Development:**

A. Purpose:

1. To create multi-family housing that is safe and convenient and that enhances the quality of life of its residents.
2. To create quality buildings and designs for multi-family development that enhance the visual character of the community.
3. To create building and site design in multi-family development that is sensitive to and well integrated with the surrounding neighborhood.
4. To create open space areas that contribute to the aesthetics of the community, provide an attractive setting for buildings, and provide safe, interesting outdoor spaces for residents.

B. Site Design:

1. Buildings shall provide a minimum setback of ten feet (10') unless a greater setback is otherwise required by this title and/or *title 10* of this Code. Building setbacks shall take into account windows,



entrances, porches and patios, and how they impact adjacent properties. *Proposed project shall comply with this requirement.*

2. 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 site plan depicts screened trash enclosures that are only visible from the drive aisles; all proposed transformer/utility vaults shall also comply with this requirement.*
3. 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. In circumstances where strict adherence to such standard would create inconsistency with the purpose statements of this section, the Director may consider an alternative design proposal through the alternative compliance provisions as set forth in section [11-5B-5](#) of this title. *According to the submitted open space exhibit, the apartments are proposed with approximately 135 square feet of private open space in the form of private patios and decks for each unit, commensurate with traditional garden style apartment buildings.*
4. For the purposes of this section, vehicular circulation areas, parking areas, and private usable open space shall not be considered common open space. *These areas were not included in the common open space calculations for the site.*
5. No recreational vehicles, snowmobiles, boats or other personal recreation vehicles shall be stored on the site unless provided for in a separate, designated and screened area. *Applicant shall comply with this requirement.*
6. The parking shall meet the requirements set forth in *chapter 3, "Regulations Applying to All Districts"*, of this title. *See analysis in staff report below.*
7. Developments with twenty (20) units or more shall provide the following:
  - a. A property management office.
  - b. A maintenance storage area.
  - c. A central mailbox location (including provisions for parcel mail) that provide safe pedestrian and/or vehicular access.
  - d. A directory and map of the development at an entrance or convenient location for those entering the development. (Ord. 18-1773, 4-24-2018)

*Per the submitted plans, the Applicant appears to meet these requirements except for the property management office; it is unclear where this office is located on-site. Where it is not clear on the submitted plans, the Applicant shall comply with these requirements at the time of CZC submittal.*

***The site plan submitted with the Certificate of Zoning Compliance application shall depict these items.***

**C. Common Open Space Design Requirements:**

1. A minimum area of outdoor common open space shall be provided as follows:
  - a. One hundred fifty (150) square feet for each unit containing five hundred (500) or less square feet of living area.
  - b. Two hundred fifty (250) square feet for each unit containing more than five hundred (500) square feet and up to one thousand two hundred (1,200) square feet of living area.
  - c. Three hundred fifty (350) square feet for each unit containing more than one thousand two hundred (1,200) square feet of living area.

*Each unit contains less than 1,200 square feet of living area therefore, 250 square feet of common open space is required per unit in accord with the requirements above.*

- 2. Common open space shall be not less than four hundred (400) square feet in area, and shall have a minimum length and width dimension of twenty feet (20').

***Proposed open space submitted as meeting this requirement has been reviewed. All area labeled as qualified common open space on the open space exhibit complies with this requirement. The Applicant has proposed 19,561 square feet of qualified open space while needing to provide a minimum of 16,500 square feet of common open space; the proposed open space exceeds the minimum requirements. In addition to the areas shown on the open space exhibit, there is an area north of the ten units in the very southeast corner of the project that abuts Movado Way that is also qualifying. This area is approximately 2,000 square feet in area which increases the qualified open space further but the exhibit does not show this. Because these ten units are part of the CUP request, the open space exhibit should also include those units and show how they are meeting the private open space requirements as well as show any other qualifying common open space.***

***The proposed open space consists of a buffer between the multi-family residential and the existing residential to the south, a mew between two of the 8-plex buildings, a plaza area along Movado Way that contains the amenities, and other small areas that meet the minimum dimensional standards. Despite the proposed open space exceeding the minimum required by code, the only area large enough for a more active open space is the green space to the south of the plaza area that abuts Movado Way and is approximately 3,000 square feet in area. Because of this, the recommended revisions to the site design are even more important because there would be another area where residents could sit and safely enjoy their development despite not counting towards the open space.***

***Furthermore, the developer of the subject parcels is the same as those for the rest of Movado Estates and Movado Greens directly south of the proposed development. It can be assumed these residents will have the opportunity to utilize the existing pedestrian network to access the larger open spaces within those developments. The Applicant should verify this at the Commission hearing.***

***Overall, the proposed open space meets these specific use standards and Staff finds the proposed open space is adequate, especially with Staff’s recommended changes.***

- 3. In phased developments, common open space shall be provided in each phase of the development consistent with the requirements for the size and number of dwelling units. *The multi-family portion of the project is proposed to be developed in one (1) phase.*
- 4. Unless otherwise approved through the conditional use process, common open space areas shall not be adjacent to collector or arterial streets unless separated from the street by a berm or constructed barrier at least four feet (4') in height, with breaks in the berm or barrier to allow for pedestrian access. (Ord. 09-1394, 3-3-2009, eff. retroactive to 2-4-2009). *The required buffer along S. Movado Way, a collector street, is not shown as qualified open space on the submitted open space exhibit. However, a central open space area is proposed adjacent to Movado Way and is separated from the street by an existing buffer and fencing.*

D. Site Development Amenities:

- 1. All multi-family developments shall provide for quality of life, open space and recreation amenities to meet the particular needs of the residents as follows:
  - a. Quality of life:
    - (1) Clubhouse.
    - (2) Fitness facilities.



- (3) Enclosed bike storage.
- (4) Public art such as a statue.

b. Open space:

- (1) Open grassy area of at least fifty by one hundred feet (50 x 100') in size.
- (2) Community garden.
- (3) Ponds or water features.
- (4) Plaza.

c. Recreation:

- (1) Pool.
- (2) Walking trails.
- (3) Children's play structures.
- (4) Sports courts.

2. The number of amenities shall depend on the size of multi-family development as follows:

- a. For multi-family developments with less than twenty (20) units, two (2) amenities shall be provided from two (2) separate categories.
- b. For multi-family development between twenty (20) and seventy-five (75) units, three (3) amenities shall be provided, with one from each category.
- c. For multi-family development with seventy-five (75) units or more, four (4) amenities shall be provided, with at least one from each category.
- d. For multi-family developments with more than one hundred (100) units, the decision-making body shall require additional amenities commensurate to the size of the proposed development.

3. The decision-making body shall be authorized to consider other improvements in addition to those provided under this subsection D, provided that these improvements provide a similar level of amenity. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

***Based on 66 proposed units a minimum of three (3) amenities are required. The Applicant has proposed 3 amenities, one from each category as required by code. The Applicant has proposed an enclosed bike storage area, a plaza, and a coffee kiosk. A coffee kiosk is not an option listed above in the Recreation category but subsection D.3 allows the decision-making body to authorize alternative options if they provide a similar level of amenity. If the Applicant can provide more detail in how the coffee kiosk will be operated as an amenity for this development, Staff finds it to be an adequate substitute. If the Commission finds this not to be true, an additional qualifying amenity should be added to meet these specific use standards.***

E. Landscaping Requirements:

- 1. Development shall meet the minimum landscaping requirements in accord with *chapter 3, "Regulations Applying to All Districts"*, of this title.
- 2. All street facing elevations shall have landscaping along their foundation. The foundation landscaping shall meet the following minimum standards:
  - a. The landscaped area shall be at least three feet (3') wide.
  - b. For every three (3) linear feet of foundation, an evergreen shrub having a minimum mature height of twenty-four inches (24") shall be planted.

c. Ground cover plants shall be planted in the remainder of the landscaped area.

*The submitted landscape plan appears to meet these specific use standard landscape requirements and shall be further verified at the time of CZC submittal (see Exhibit VII.D).*

**Existing Structures/Site Improvements:**

There are no existing structures on site except for a vinyl privacy fence along Overland Road. S. Movado Way is a collector street that the Applicant was required to construct with previous approvals for Movado Estates and Movado Greens developments. All other site improvements would occur with these approvals.

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

The proposed development and future commercial buildings are required to comply with the dimensional standards listed in UDC Table 11-2B-3 for the C-G zoning district. *Submitted plans appear to show compliance with all dimensional standards except for the 10 units in the very southeast corner of the site, across from E. Vacheron Street. These units are also proposed as 2-bedroom units with tucked under 2-car garages facing east, meeting the minimum parking requirement for each unit. Submitted site plans appear to meet all UDC and specific use requirements.*

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

Access was discussed heavily in the transportation section of the comprehensive plan analysis section earlier in the report. For the benefit of this report a quick summary of the proposed access is also in this section and also includes analysis on the accesses proposed for the ten units in the southeast corner of the site across from E. Vacheron.

Access for all sections of the development are proposed via driveway connections to Movado Way, the existing collector street; no units have direct vehicular access to Movado Way but do have easy pedestrian access. Staff is recommending some changes to the northernmost drive aisle in the northwest section of the development to increase pedestrian safety and create a better sense of place within the development. As noted in the previous dimensional standards section, the drive aisle access for the ten units in the SEC of the site does not show the required 5 feet of landscaping along the eastern property boundary. The driveway access for these units to Movado Way aligns with Vacheron Street and should be stubbed to the eastern property line in order to provide for cross-access to the adjacent parcel to the east that is in the City of Boise. This parcel has recently received approval from the City of Boise for a commercial and self-service storage development; cross-access to this development is already part of the existing DA in order to minimize direct access to Overland.

**Road Improvements:**

The Applicant is required to close any existing curb-cuts along Overland and/or Movado Way that are not proposed to be used. This includes the large curb cut along Overland that was required to be closed with previous approvals. In order to ensure this curb-cut is finally closed, Staff is recommending a condition of approval that no certificate of occupancy for the multi-family be issued until all curb-cuts are closed in line with ACHD requirements.

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

All sidewalks adjacent to all public streets are already constructed as set forth in UDC 11-3A-17 except for the section noted above that requires the Applicant to close an old curb-cut. All other proposed sidewalks are adjacent to the multi-family residential buildings and shown adjacent to the future commercial structures. The pedestrian circulation that is a part of this project will be different should the Commission agree with Staff's recommended changes for the northernmost drive aisle in the northwest section of the site.



*With Staff's recommended changes, the northernmost drive aisle would have detached sidewalks on both the north and south side of the drive aisle with ample room for additional trees. This change would create a short segment of boulevard between the residential and commercial components of the site but is both a better transition and area of integration than currently proposed, especially when the addition of a shard plaza is incorporated north of this drive aisle. In addition to the recommended detached sidewalks in this area, Staff is recommending at least one pedestrian crossing between the multi-family townhomes and the commercial/plaza area that is clearly delineated from the driving surface by being constructed as either brick pavers, stamped concrete, or similar. These crossings should be clearly shown on the revised plans.*

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

Street buffer landscaping is required to be provided as set forth in UDC Tables 11-2B-3 for the C-G zoning district, and planted in accord with the standards listed in UDC 11-3B-7C. The Overland and Movado Way street buffers are existing and are shown to remain intact during development. As discussed in the specific use standards section earlier in the report, the submitted landscape plans appear to show compliance with all other landscaping requirements for multi-family developments including vegetative ground cover and the correct number of trees.

A 25-foot landscape buffer on the south side of the C-G zoning is required adjacent to the R-15 zoning district to the south. This buffer appears to be shown on the submitted plans and includes additional landscaping to help minimize any conflicts of the different residential types.

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

All fencing constructed on the site is required to comply with the standards listed in UDC 11-3A-7.

A 6-foot tall solid vinyl fence is proposed to remain along all property boundaries. It appears the existing fencing along Overland is to be removed but the buffer landscaping material will remain.

*All proposed fencing meets UDC requirements.*

**Storm Drainage (UDC [11-3A-18](#)):**

An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18. Storm drainage is proposed to be mitigated by underground seepage beds and/or retention ponds in accord with ACHD design criteria.

**Building Elevations (UDC [11-3A-19](#) | [Architectural Standards Manual](#)):**

Conceptual building elevations were submitted for the 56 units on the western parcel; no elevations have been submitted for the future commercial structures or the ten units in the southeast corner of the development. The Applicant should provide conceptual elevations prior to the Commission meeting.

All non-residential and multi-family structures require Administrative Design Review prior to obtaining building permits. At the time of those submittals, Staff will analyze conformance with the Architectural Standards Manual. An application for Certificate of Zoning Compliance is also required to be submitted along with Design Review for this entire development and each commercial structure.

*The elevations submitted for the 56 units on the western parcel show two-story structures with varying roof profiles along the rooflines and mostly lap-siding exteriors. No color elevations were submitted so materials and color palettes cannot be analyzed. However, Staff will analyze all elevations for compliance with the Architectural Standards Manual at the time of Design Review submittal. Furthermore, Staff is recommending a condition of approval that the same design elements are incorporated in the commercial and multi-family development to ensure integration and congruency in design.*

## VI. DECISION

### A. Staff:

Staff recommends approval of the proposed modification to the existing Development Agreement and approval of the requested Conditional Use Permit per the DA provisions and conditions of approval included in Section VIII in accord with the Findings in Section IX.

### B. The Meridian Planning & Zoning Commission heard these items on March 4, 2021. At the public hearing, the Commission moved to **recommend denial** of the subject Development Agreement Modification and Conditional Use Permit requests.

#### 1. Summary of Commission public hearing:

- a. In favor: Hethe Clark, Applicant Legal Rep.
- b. In opposition: Christy Decker, neighbor; Kevin Johnson, neighbor; Clarence Orton, neighbor; James Preuss, neighbor; JoAnn Gormley, neighbor; Dee Dee Toschi, neighbor; Walter Nye, neighbor; Sandi Gottesman, neighbor; Jane Quick, neighbor; Dave Bromley, neighbor; Jan Nye, neighbor; Glenda Conaughey, neighbor; Patricia Preuss, neighbor; Martha McClay, neighbor.
- c. Commenting: Hethe Clark, Christy Decker, Kevin Johnson, Clarence Orton, James Preuss, JoAnn Gormley, Dee Dee Toschi, Walter Nye, Sandi Gottesman, Jane Quick, Dave Bromley, Jan Nye, Glenda Conaughey, Patricia Preuss, and Martha McClay.
- d. Written testimony: None
- e. Staff presenting application: Joseph Dodson, Associate Planner
- f. Other Staff commenting on application: Bill Parsons, Current Planning Supervisor

#### 2. Key issue(s) of public testimony:

- a. Quality of the proposed multi-family amenities and lack of area for children to play;
- b. Concern over no updated traffic study being required as well as the assumed increase of traffic from additional multi-family units;
- c. Value of adjacent homes being brought down by proposed multi-family development;
- d. Proximity of proposed two-story buildings to existing single-story homes south of subject site;
- e. Property was approved for Commercial, not more residential;

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

- a. Difficulty of losing commercial area to residential, specifically multi-family residential;
- b. How does the proposed coffee kiosk amenity work? – intended to be self-serve but stocked by the property management;
- c. Challenge of revising a master-planned community that was approved with a certain amount of commercial in order to incorporate more residential;
- d. Lack of integration of the proposed residential and commercial;
- e. Do the proposed changes match the comprehensive plan and offer an adequate amount of commercial and integration with the existing development to the south.

#### 4. Commission change(s) to Staff recommendation:

- a. None – however, staff made revisions based upon discussions prior to the Commission hearing; these are noted by strikethrough and underline changes in the recommended conditions of approval.
- b. Commission recommended denial for the following reasons: it does not fit the Comprehensive plan, the proximity of the proposed apartments to the existing homes is too close, and that it does not fit with the existing character of the neighborhood.

#### 5. Outstanding issue(s) for City Council:

- a. None

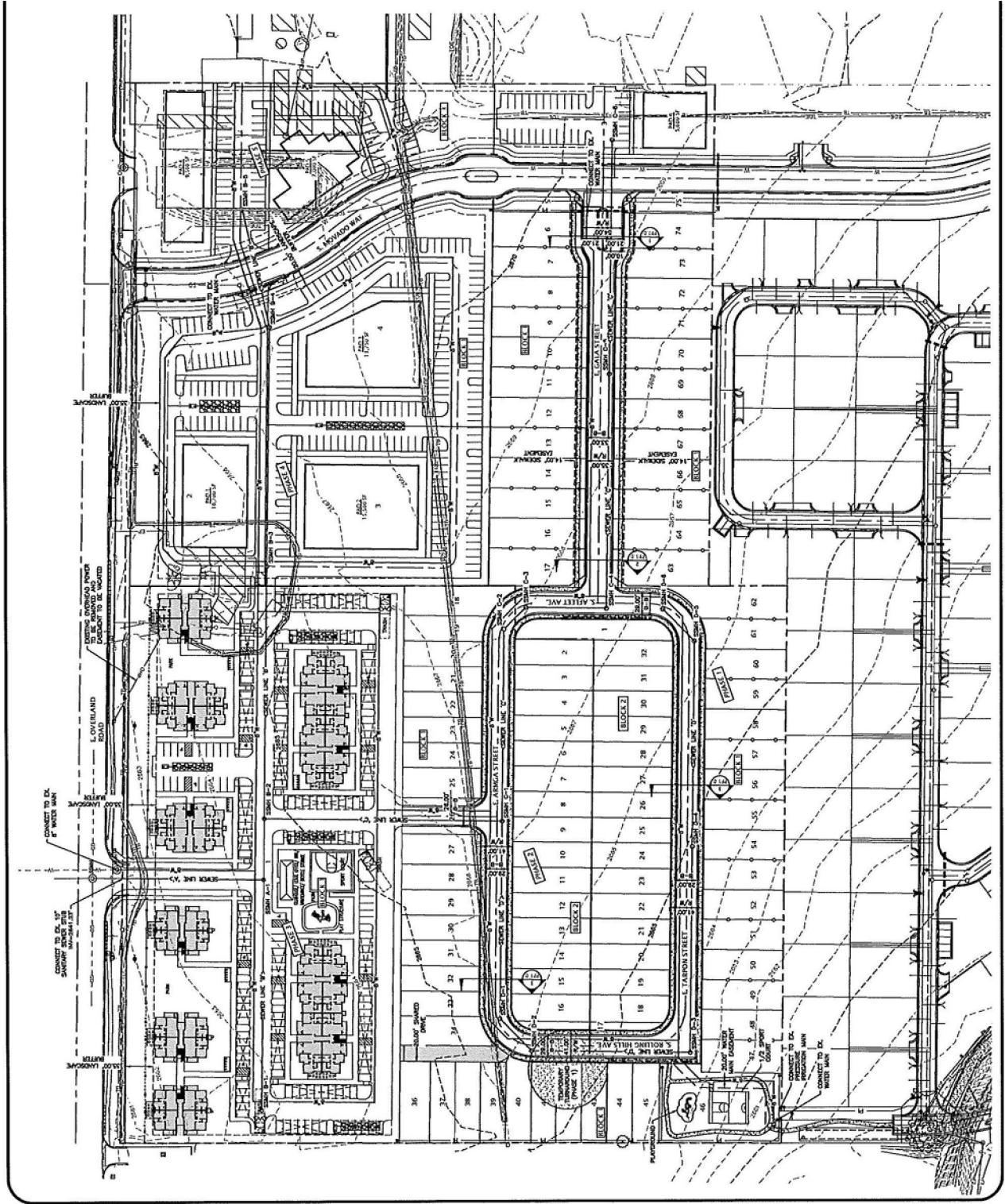


C. The Meridian City Council heard these items on April 20, 2021. At the public hearing, the Council **moved to approve** the subject Conditional Use Permit and Development Agreement Modification requests.

1. Summary of the City Council public hearing:
  - a. In favor: Hethe Clark, Applicant Attorney; Mark Bottles, Broker;
  - b. In opposition: Gary Dudlicek, neighbor; Jane Quick, neighbor; Carol Ogburn, neighbor; JoAnn Gormley, neighbor; Jim Price, neighbor; Jan Nye, neighbor; Glenda McConaughy, neighbor; Patricia Price, neighbor; Martha McClay, neighbor; Vera Jo Bustos, neighbor; Dee Dee Toschi, neighbor; Dave Rognlie, neighbor;
  - c. Commenting: Hethe Clark; Jim Conger, Developer; Mark Bottles; Kristy Inselman, ACHD; Gary Dudlicek; Jane Quick; Carol Ogburn; JoAnn Gormley; Jim Price; Jan Nye; Glend McConaughy; Patrici Price; Martha McClay; Vera Jo Bustos; Dee Dee Toschi; Dave Rognlie.
  - d. Written testimony: 14 pieces – 13 against, 1 in favor; Those against note the same issues as discussed at the previous Commission meeting.
  - e. Staff presenting application: Joseph Dodson, Associate Planner
  - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
  - a. Quality and kind of amenities proposed;
  - b. Increase of traffic, no new traffic study required, and what is the trigger for the
  - c. Movado/Overland intersection to be signalized;
  - d. Buffer width and vegetation density between proposed product type and existing single-story duplexes to the south;
  - e. How do master planned developments like Movado change their plan after the fact;
  - f. Difficulty of marketing the subject site for the amount of commercial currently proposed in the DA with the larger and more visible Eagle View Landing to the north slowly coming online;
3. Key issue(s) of discussion by City Council:
  - a. Submitted letter from West Ada and the assumed number of children;
  - b. Issues associated with additional traffic from more residential versus commercial and why was a new traffic study not triggered;
  - c. Quality of the proposed amenities – are the proposed amenities adequate for the proposal;
  - d. Design of the newly proposed single-story townhomes and the overall proposed finishing materials of the proposed product type;
  - e. Height of all proposed structures, especially the newly proposed single-story units along the southern boundary;
4. City Council change(s) to Commission recommendation:
  - a. Include an amenity that is child focused – no specific amenity was listed but Applicant should work with Staff to determine best fit.
  - b. Restrict the units along the southern boundary of parcel S1121121031 abutting the existing homes in Movado Greens to single-story only.

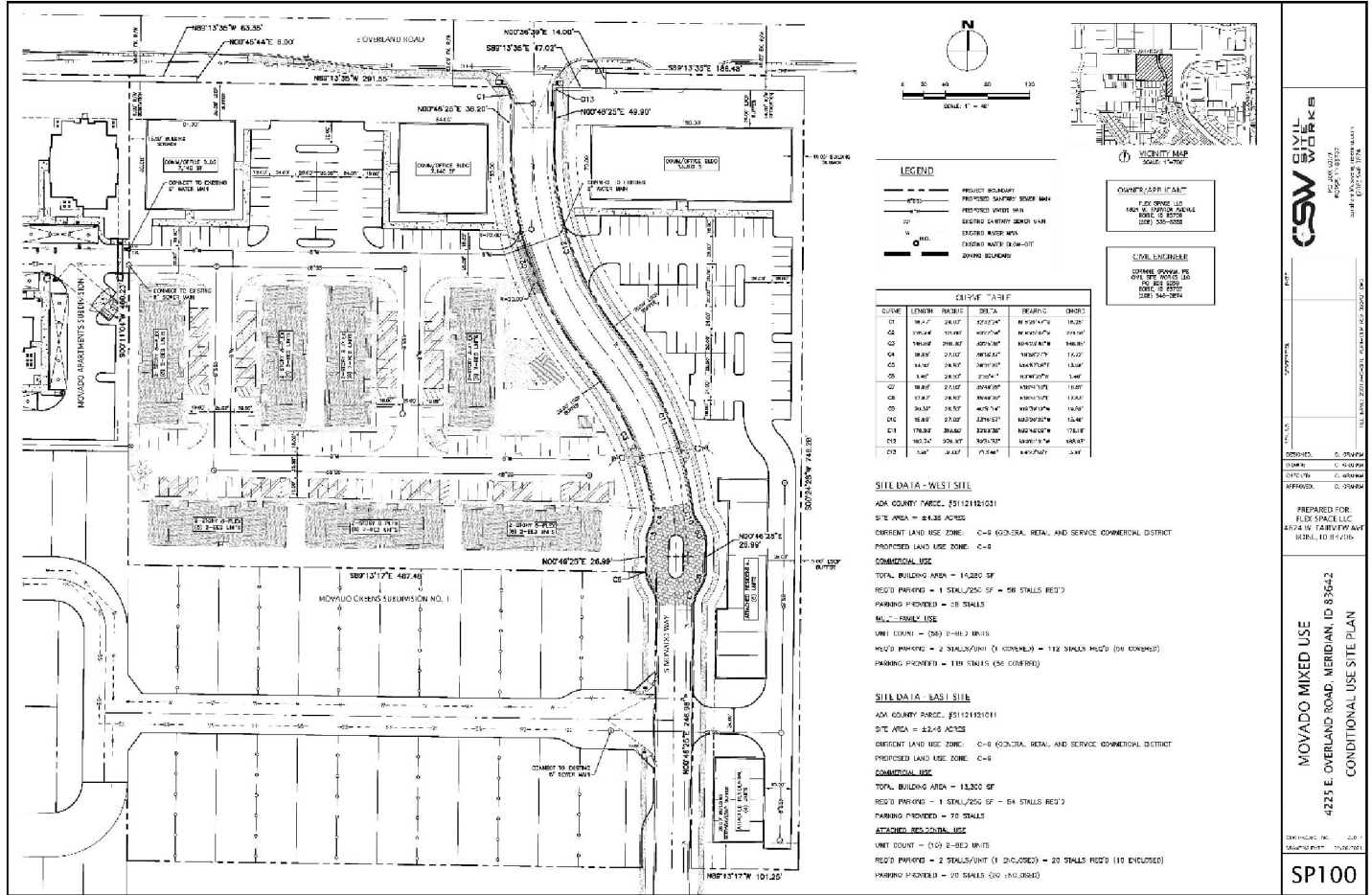
### VII. EXHIBITS

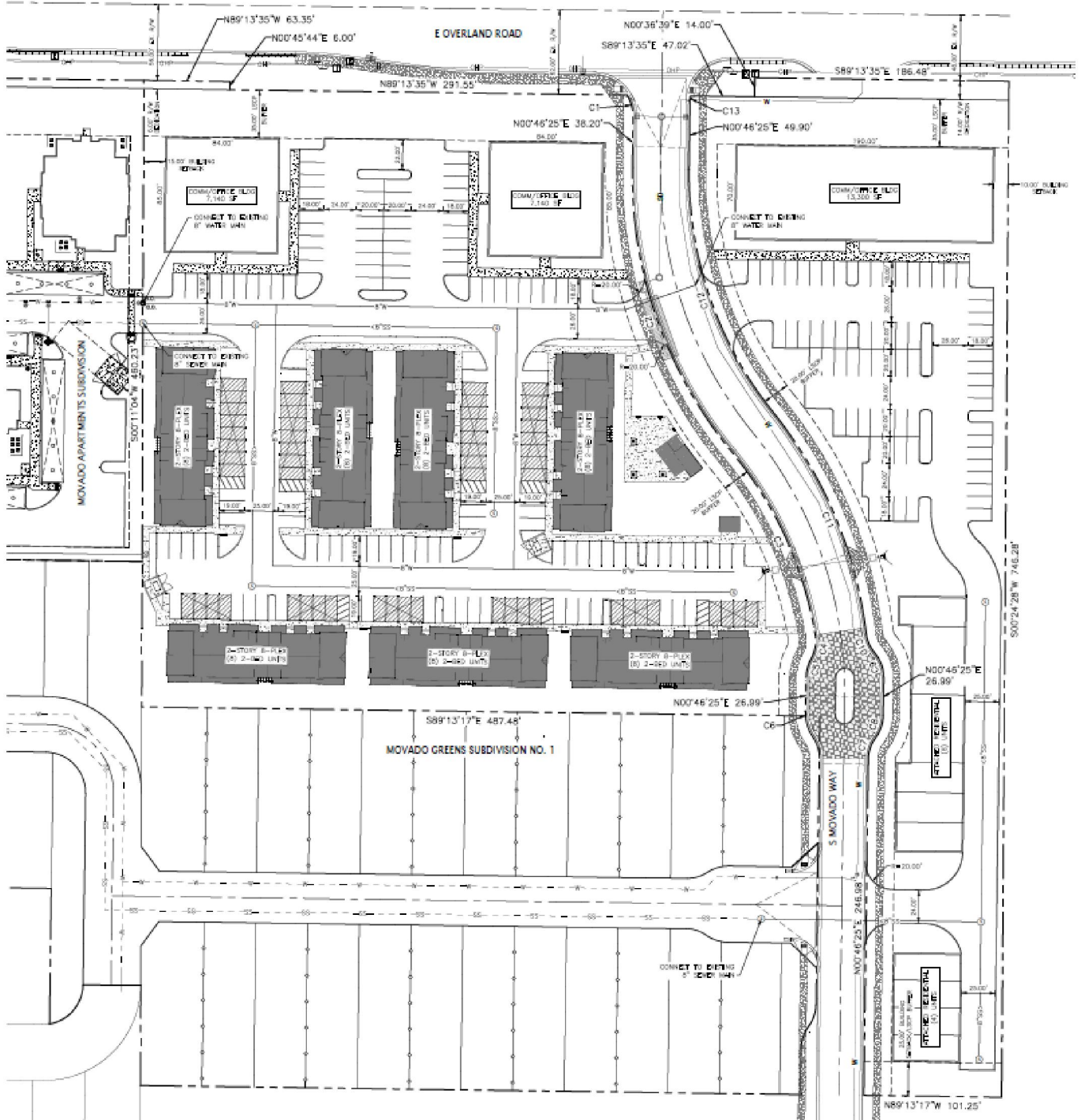
#### A. Conceptual Development Plan Included in Existing Development Agreements (Movado Greens)





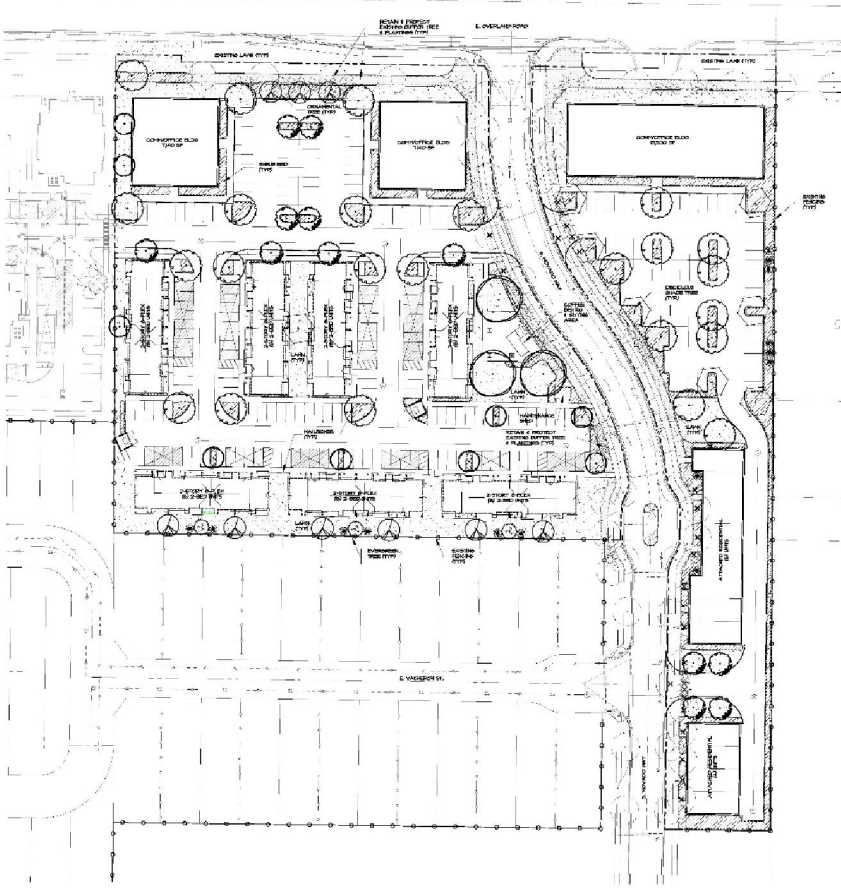
B. Site Plan/New Concept Plan (date: 2/26/2021) NOT APPROVED







C. Landscape Plan (dated: 12/09/2020) NOT APPROVED



**PLANT PALETTE**

- GENERAL NOTES
- INDIANAN TREES
- SHADE TREES CLASS III
- STREET/PARKING LOT TREES CLASS II
- ORNAMENTAL TREES CLASS I
- SHRUBS/ORNAMENTAL GRASSES/PERENNIALS
- LAND
- EXISTING UTILITIES

**NOTES**

REFER TO SHEET 2.0 FOR PLANT PALETTE DEVELOPMENT DATA AND LANDSCAPE DETAILS

DEVELOPER: MAX SPACE, LLC  
1420 N. 10TH ST. STE. 100  
BOZEMAN, MT 59717

SCALE: 1"=40'

Issue Description	Date
ISSUE	12-9-20

JBK & ASSOCIATES  
Site Planning  
Landscape Architecture  
100 E. Park Blvd. Ste. 100  
Bozeman, MT 59717  
P: 406-542-5775  
www.jbkassociates.com

**MOVADO MIXED USE  
MERIDIAN, IDAHO  
CONCEPT LANDSCAPE PLAN**

Job Number: 20205

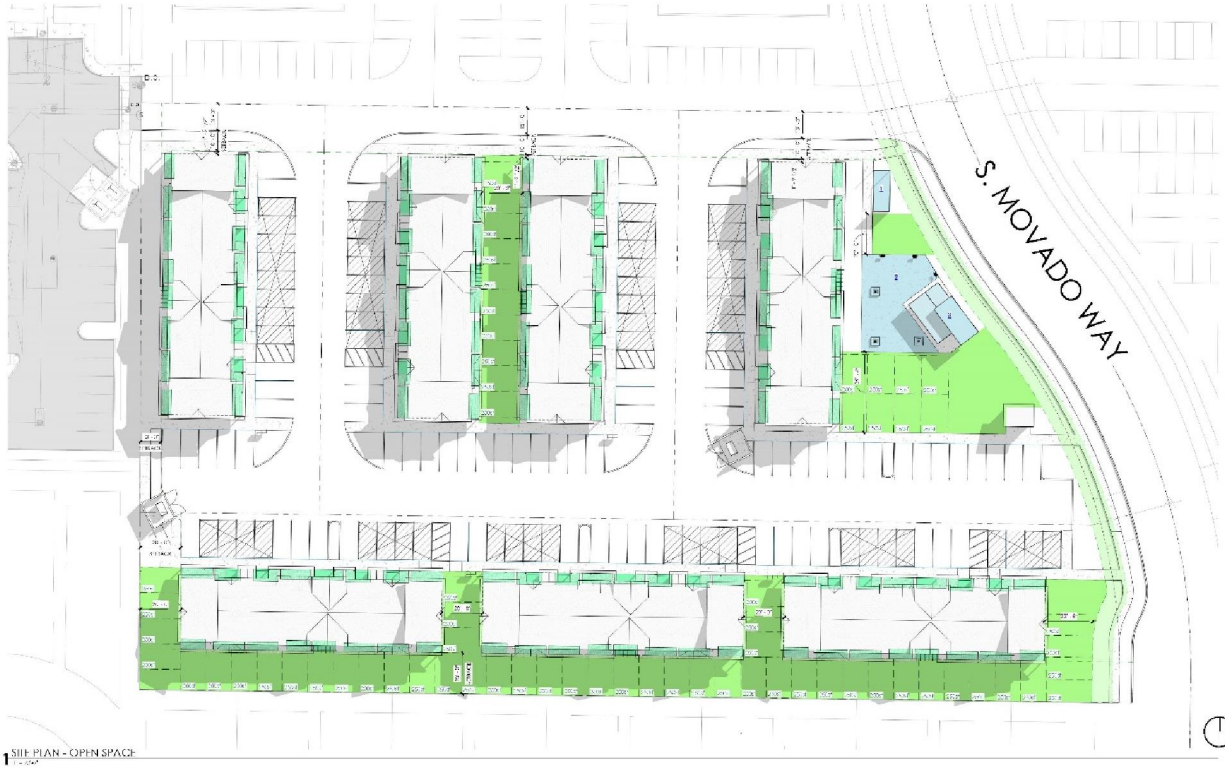
Drawn: Chelsea KCS  
Checked: JKOS  
Scale: AS SHOWN

Sheet Title:  
**CONCEPT LANDSCAPE PLAN**

Sheet Number:  
**L1.0**  
of 2 Sheets

Item #15.

D. Qualified Open Space Exhibit (dated: 7/30/2020) NOT APPROVED



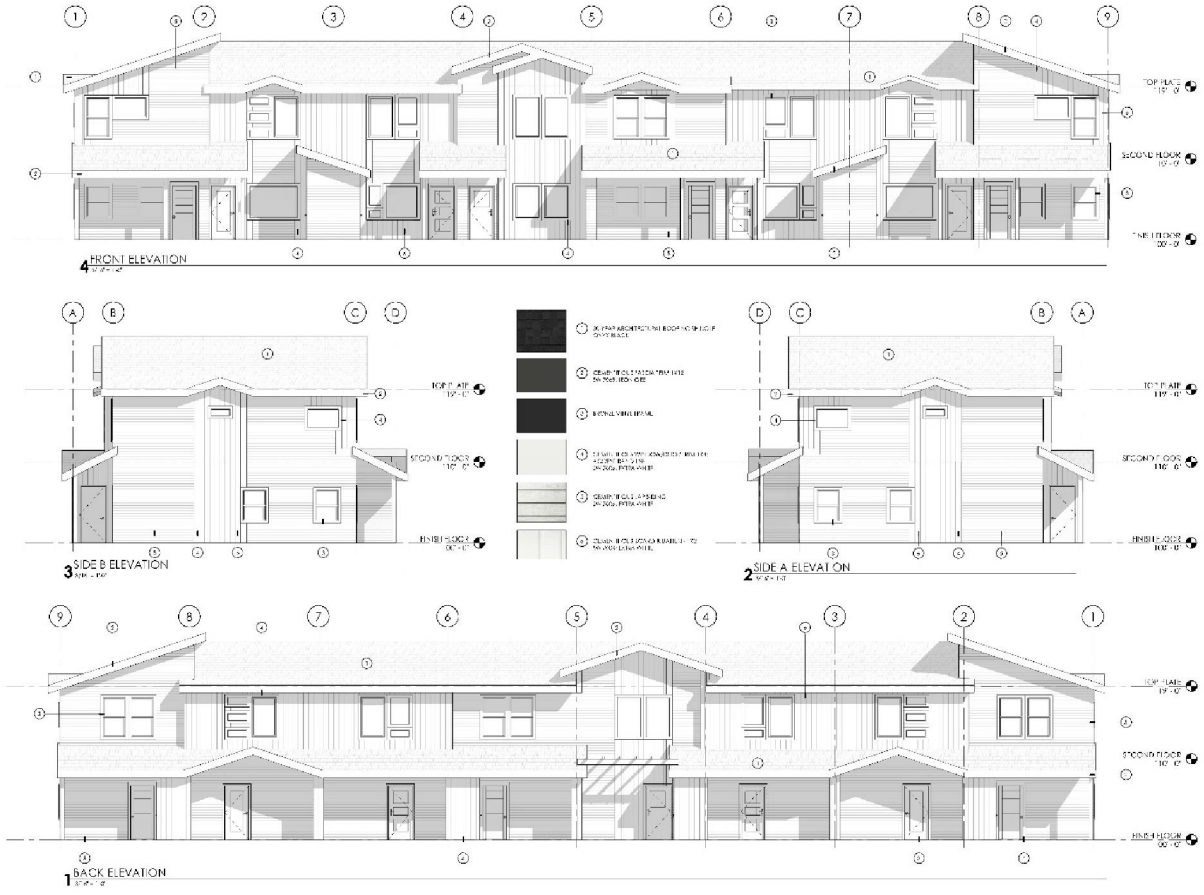
1 SITE PLAN - OPEN SPACE

LEGEND	
<span style="display:inline-block; width:15px; height:10px; background-color:#c8e6c9;"></span>	<b>PRIVATE, USABLE OPEN SPACE = 7,028 SF</b> <small>MINIMUM OPEN SPACE PER UNIT: 100 SQ FT            MINIMUM OPEN SPACE PER UNIT: 100 SQ FT</small>
<span style="display:inline-block; width:15px; height:10px; background-color:#a5d6a7;"></span>	<b>COMMON OPEN SPACE W/ MIN. 20' FT WIDE WALKWAY = 1,151 SF</b> <small>MINIMUM OPEN SPACE PER UNIT: 100 SQ FT            MINIMUM OPEN SPACE PER UNIT: 100 SQ FT</small>
<span style="display:inline-block; width:15px; height:10px; background-color:#bbdefb;"></span>	<b>SITE DEVELOPMENT AMENITIES = 3</b> <small>1. PLAY AREA            2. BIKE STORAGE            3. STORAGE</small>

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<b>ADP ARCHITECTS</b> <small>ARCHITECTS &amp; PLANNERS, P.A. LICENSE NO. 0000000000          1011 N. FLEMING ST., SUITE 100          MERIDIAN, ID 83642          PHONE: 208-363-6200          WWW: WWW.ADPARCHITECTS.COM</small>
<b>OPEN SPACE &amp; AMENITY PLAN</b> <small>FLEXSPACE LLC          MOVADO MULTIFAMILY          MERIDIAN, ID 83642</small>
<small>JOB NO. 230521          DATE 03/05/21          DRAWN BY: AMB          SHEET NUMBER  <b>A-1.1</b>  <small>DATE PLOTTED 03/05/21 10:00 AM</small></small>

E. Conceptual Building Elevations



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DATE	
REVISIONS	
NO.	
<p style="text-align: center;"><b>ADP ARCHITECTS</b>          ARCHITECTURE &amp; REAL ESTATE PLANNING          CLEMENS WALLACE, AIA          BRUCE, TRAVIS          836 W. 2ND ST. #200          MERIDIAN, ID 83642</p>	
<p><b>EXTERIOR ELEVATIONS</b></p>	
<p>MEMBER OF:          FLEXSPACE LLC          MOVADO MULTIFAMILY          MERIDIAN, ID 83642</p>	
JOB NO.	7
DATE	
CONTRACT	Author
<p>SHEET NUMBER:  <b>A-3.0</b></p>	
<p>DATE PLOTTED: 11/23/24</p>	

Item #15.

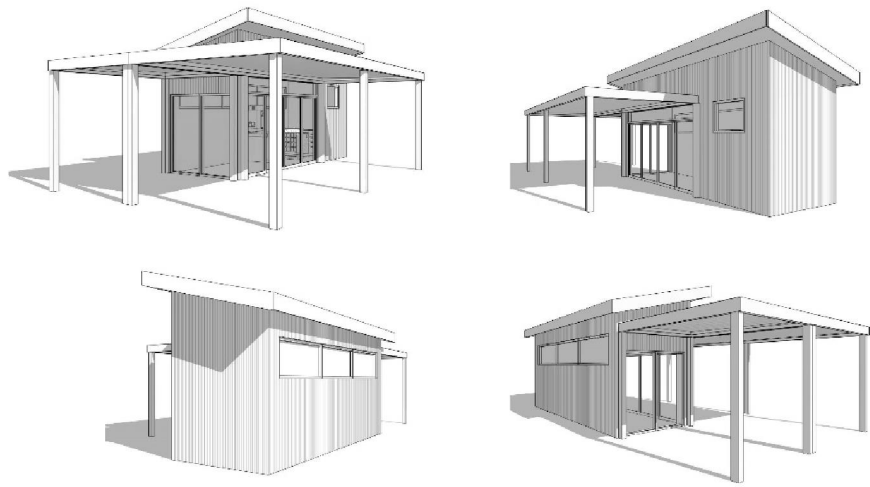
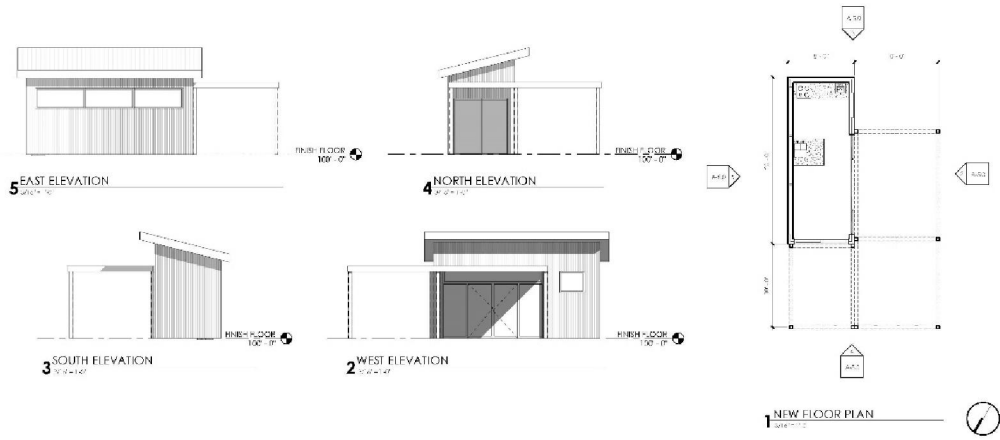


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<b>AD</b> ARCHITECTURE DESIGNS PLUS, P.A.	
DATE:	
REVISION:	
FILE:	
PROFESSIONAL SEAL	
<b>ADP ARCHITECTS</b> ARCHITECTURE & REAL ESTATE PLANNING GLENN PALAZER, AIA 1887 N. WILLOWD ST. DOLICE, TEXAS 75743 972.246.3363 gpalazer@adp.com	
PROJECT NAME: FLEXSPACE LLC. MOVADO MULTIFAMILY MERIDIAN, ID 83842	
<b>3-D RENDERINGS</b>	
JOB NO.:	7
DATE:	11.02.20
DRAWN BY:	Author
SHEET NUMBER: <b>A-4.0</b>	
<small>DATE PLOTTED: 11/2/20 10:23:31 AM</small>	



Item #15.



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DATE:	
REVISION:	
PROJECT NAME:	
<b>ADP ARCHITECTS</b> ARCHITECTS & PLANNERS 400 S. WILKINSON ST. A1A BOISE, IDAHO 83725 PHONE: 208-338-8024 WWW: www.adparchitects.com	
PROJECT: FLEXSPACE LLC MOVADO MULTIFAMILY MERIDIAN, ID 83642 <b>BISTRO PLAN &amp; ELEVATIONS</b>	
JOB NO:	
DATE:	11.12.20
DRAWN BY:	WJC
SHEET NUMBER:	A-5.0
TITLE BLOCK:	11.12.20 10:45 AM

## VIII. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

#### Development Agreement Modification:

1. Within six (6) months of the City Council granting the subject modification, the owner shall sign and obtain Council approval of the amended development agreement that includes an updated development plan as shown in Section VII.B; the amended DA shall include the following provisions:
  - a. Future development of this site shall be generally consistent with the conceptual site plan, conceptual building elevations, landscape plan, and qualified open space exhibits included in Section VII and the provisions contained herein with the following revisions:
    - i. ~~Condense the two commercial buildings on the western parcel into a singular two-story structure;~~
    - ii. ~~Remove the parking along the northernmost east-west drive aisle on the western parcel to allow for detached sidewalks on both sides with 8-foot wide parkways and street trees;~~
    - iii. Add a shared plaza to be used by the commercial and multi-family residential within the development located somewhere within the area of the proposed commercial buildings along Overland—conceptual design of this area should be completed by the Applicant and submitted to Planning Staff for review prior to the City Council hearing;
    - iv. Include at least one (1) pedestrian crossing from the multi-family townhomes to the shared plaza and commercial that is clearly delineated from the driving surface by being constructed with brick pavers, stamped concrete, or similar;
  - b. The allowed uses within the future commercial buildings shall be flex-space, office, retail, personal and professional services, restaurant, and daycare uses to aid in the integration and compatibility with the multi-family residential; no drive throughs shall be permitted within this development without obtaining a modification to this agreement.
  - c. No building permits shall be issued for this development until the property has been subdivided in accord with the approved preliminary plat (H-2017-0104).
  - d. The Applicant shall grant cross-access with the adjacent property to the east (Parcel #S1121110200) located somewhere along the shared eastern property boundary; copy of the agreement shall be provided with the Certificate of Zoning Compliance application.
  - e. The units along the southern boundary of parcel #S1121121031 shall be restricted to single-story only.

**Conditional Use Permit (CUP):**

2. The Applicant shall adhere to all previous conditions of approval associated with this site (H-2016-0112 & H-2017-0104).
3. **At least ten (10) days prior to the City Council hearing With the Certificate of Zoning Compliance application, the Applicant shall submit a revised site plan and landscape plan to reflect Staff's recommended layout changes above and the following dimensional standard revisions:**
  - i. **Revise the drive aisle in the southeast corner of the western parcel to reduce this segment's length to no more than 150 feet.**
4. ~~At least ten (10) days prior to the City Council hearing With the Certificate of Zoning Compliance application,~~ the Applicant shall submit a revised open space exhibit showing the ten (10) units in the southeast corner of the development and compliance with the multi-family open space standards.
5. Prior to obtaining certificate of occupancy on any building within this development, the Applicant shall close all curb-cuts not being proposed for use along S. Movado Way and E. Overland Road with curb, gutter, and sidewalk commensurate with ACHD requirements.
6. ~~The Applicant shall provide conceptual elevations for the proposed multi-family dwellings located in the very southeast corner of the site and all commercial buildings at least ten (10) days prior to the City Council hearing.~~
7. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2B-3 for the C-G zoning district.
8. An additional amenity shall be added to the site that is geared towards children (i.e. a tot-lot, climbing boulders, etc.).
9. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for multi-family dwellings based on the number of bedrooms per unit.
10. The Applicant shall comply with all ACHD conditions of approval.
11. The Applicant shall obtain Administrative Design Review and Certificate of Zoning Compliance approvals for the future commercial buildings prior to submittal for any building permits for the commercial portion of the development.
12. The Applicant shall obtain Administrative Design Review and Certificate of Zoning Compliance approvals for the multi-family residential buildings prior to submittal for any building permits for the residential portion of the development. Because the two multi-family developments are separated by S. Movado Way and on separate lots, the applicant shall submit a Design Review application for each lot.
13. Future building elevations of both the commercial and multi-family development shall incorporate similar design elements and finish materials to ensure cohesive project design.
14. The Applicant shall remove the existing privacy fencing along the Overland Road frontage for the commercial portion of the site with development of each commercial site and subsequent Certificate of Zoning Compliance approval.
15. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.



16. Upon completion of the landscape installation, a written Certificate of Completion shall be submitted to the Planning Division verifying all landscape improvements are in substantial compliance with the approved landscape plan as set forth in UDC 11-3B-14.
17. The conditional use approval shall become null and void unless otherwise approved by the City if the applicant fails to 1) commence the use, satisfy the requirements, acquire building permits and commence construction within two years as set forth in UDC 11-5B-6F.1; or 2) obtain approval of a time extension as set forth in UDC 11-5B-6F.4.

## **B. PUBLIC WORKS**

### **1. Site Specific Conditions of Approval**

- 1.1 No Permanent structures (buildings, carports, trash receptacle walls, fences, infiltration trenches, lightpoles, etc.) can be built within the utility easement. It is unclear as to how the commercial/office building in the northeast corner will be serviced.
- 1.2 Eliminate water main dead-end at southeast corner of western parcel; possibly run a service line to the building instead.
- 1.3 A streetlight plan will need to be included in the final plat or building permit application. Streetlight plan requirements are listed in section 6 of the City's Design Standards. Streetlights are required on Overland Road. Streetlights shall be installed and operational prior to any occupancy as required in section 6 of the Meridian Design Standards.

### **2. General Conditions of Approval**

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. 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.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 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 development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 12-13-8.3). 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 receiving development plan approval.



- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 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.
- 2.7 Any existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9 4 8 contact the City of Meridian Engineering Department at (208)898-5500 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources Contact Robert B. Whitney at (208)334-2190.
- 2.8 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.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 All grading of the site shall be performed in conformance with MCC 11-12-3H.
- 2.17 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.
- 2.18 The design 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.
- 2.19 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.

- 2.20 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.
- 2.21 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at [http://www.meridiancity.org/public\\_works.aspx?id=272](http://www.meridiancity.org/public_works.aspx?id=272).
- 2.22 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse 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 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.
- 2.23 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, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate 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.

**C. POLICE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=222720&dbid=0&repo=MeridianCity&cr=1>

**D. NAMPA-MERIDIAN IRRIGATION DISTRICT (NMID)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=223055&dbid=0&repo=MeridianCity>

**E. CENTRAL DISTRICT HEALTH DEPARTMENT (CDHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=222773&dbid=0&repo=MeridianCity>

**F. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=222737&dbid=0&repo=MeridianCity>

**G. COMMUNITY DEVELOPMENT SCHOOL IMPACT TABLE**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=218002&dbid=0&repo=MeridianCity>

**H. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=218955&dbid=0&repo=MeridianCity>

**IX. FINDINGS**

**A. Conditional Use Permit Findings ([UDC 11-5B-6E](#)):**

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



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

*If all conditions of approval are met, Council finds the submitted site plan shows compliance with all dimensional and development regulations in the C-G zoning district in which it resides.*

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

*Council finds the proposed use of multi-family residential, with Staff's recommended revisions, is harmonious with the comprehensive plan designation of Mixed-Use Regional and the requirements of this title when included in the overall project analysis.*

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

*Despite the proposed use being different than the residential uses directly to the south, Council finds the design, construction, and proposed operation and maintenance will be compatible with other uses in the general neighborhood and should not adversely change the essential character of the same area, so long as the Applicant complies with Staff's recommended revisions and maintains all required landscape buffers.*

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

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

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

*Council finds the proposed use will be served adequately by essential public facilities and services because all services are readily available.*

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

*All public facilities and services are readily available for the subject site so Council finds the proposed use will not be detrimental to the economic welfare of the community or create excessive additional costs for public facilities and services.*

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

*Although traffic is sure to increase in the vicinity with the addition of more residential units, all major roadways adjacent to the site are already at their full width and the development has multiple*

*avenues of accessing the arterial network to the north or to the south. Therefore, Council finds the proposed use will not be detrimental to any persons, property, or the general welfare.*

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

*Council is unaware of any natural, scenic, or historic features within the development area, therefore, Council finds the proposed use should not result in damage of any such features.*





## AGENDA ITEM

**ITEM TOPIC:** Agreement Between City of Meridian and Nampa and Meridian Irrigation District for Five Mile Pathway along Five Mile Drain at Quartet Subdivision Northeast No. 1

AGREEMENT

AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the “District,” and

THE CITY OF MERIDIAN, a political subdivision and municipality of the State of Idaho

hereinafter referred to as the “City,”

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Master Pathway Agreement For Developing and Maintaining Pathways for public use along and across some of the District’s ditches and within some of the District’s easements and fee title lands dated December 19, 2000, recorded as Instrument No. 100102999, records of Ada County, Idaho, hereinafter referred to as the “Master Pathway Agreement;” and,

WHEREAS, the District and the City intended by entering the Master Pathway Agreement to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities; to enhance the City’s pathway planning through early consultation between the City and the District; to establish a process for the City’s submission of pathway requests and the District’s consideration of such requests; and to provide the general conditions for the District’s approval and authorization of pathway requests affecting the District’s ditches, property, operations and maintenance; and,

WHEREAS, the District grants to the City the right develop pathways to encroach within the District’s easements and/or fee title property along and across the District’s ditches, canals and easements/fee title property therefor upon the terms and conditions of said Master Pathway Agreement and after the execution of an agreement for each proposed crossing and encroachment; and,

WHEREAS, the City is the owner of the real property easement / right of way that is servient to the District’s easement/fee title property particularly described in the “Legal Description” attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District controls the irrigation/drainage ditch or canal known as the FIVE MILE DRAIN (hereinafter referred to as “ditch or canal”) together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or canal, and which crosses and intersects said described real property of the City as shown on Exhibit B attached hereto and by this reference made a part hereof (in some locations along this portion of the Five Mile Drain the District owns real property in fee title); and

WHEREAS, the City desires approval to construct, install, operate and maintain a paved pathway within the District’s easement/fee title property for the Five Mile Drain under the terms and conditions of said Master Pathway Agreement and those hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in said Master Pathway Agreement, the parties hereto agree as follows:

1. The City may construct, operate, maintain and repair a 10 foot wide asphalt pedestrian pathway within the District’s easement and/or fee title property for the Five Mile Drain at Quartet Northeast Subdivision No. 1, located northeast of the intersection of Black Cat Road and Ustick Road in Meridian, Ada County, Idaho.

2. Any construction, widening or crossing of said ditch or canal shall be performed in accordance with the “Special Conditions” stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The permitted hours of use of the pathway shall be from one half hour before sunrise and one half hour after sunset.

4. The parties hereto incorporate in and make part of this Agreement all the covenants, conditions, and agreements of said Master Pathway Agreement unchanged except as the result of the provisions of this Agreement.

The covenants, conditions and agreements herein contained and incorporated by reference shall constitute covenants to run with, and running with, all of the lands of the City described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the City has hereunto subscribed its corporate name to be subscribed and its seal to be affixed thereto, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By \_\_\_\_\_  
Its President

ATTEST:

\_\_\_\_\_  
Its Secretary

THE CITY OF MERIDIAN

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF IDAHO )  
 ) ss:  
County of Canyon )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Clinton C. Pline and Michael Comeskey, known to me to be the President and Secretary, respectively, of NAMP & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district 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 \_\_\_\_\_, Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity 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 \_\_\_\_\_  
Residing at \_\_\_\_\_, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**Legal Description**

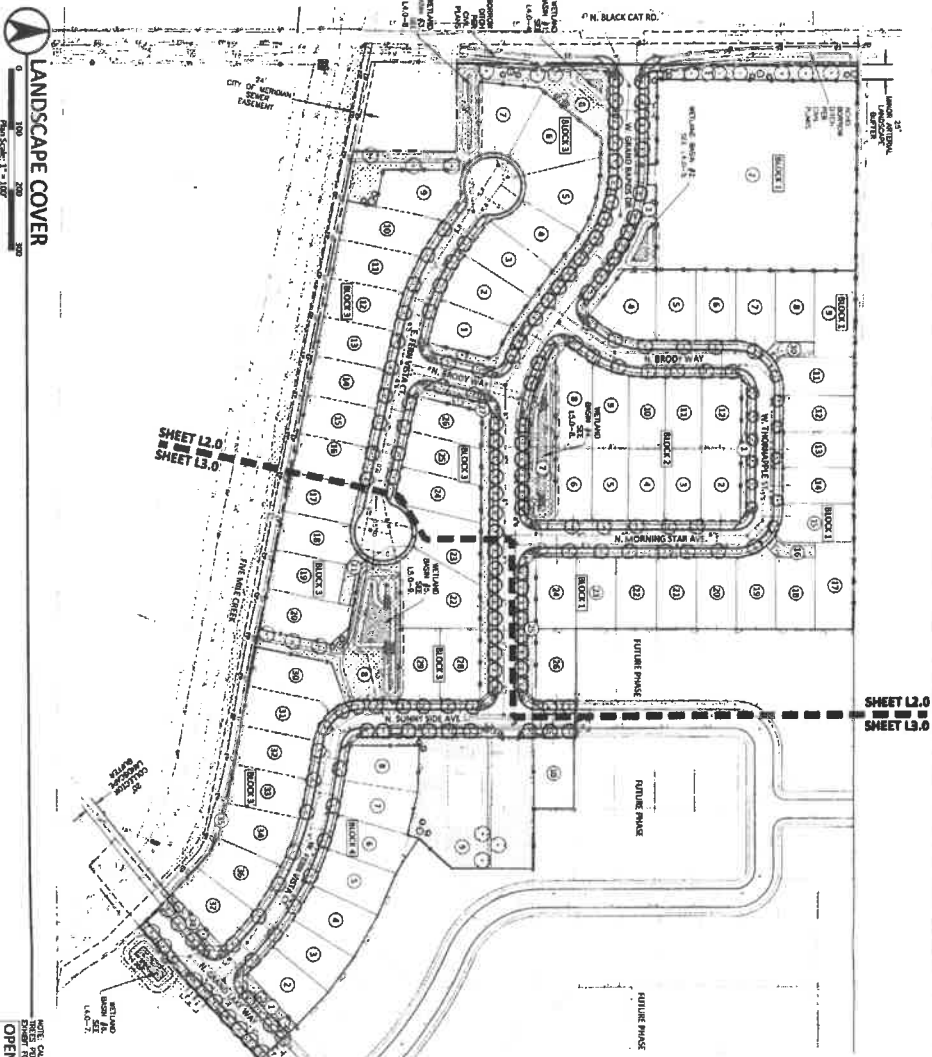
A right-of-way/easement located within Quartet Northeast Subdivision No. 1 in the S1/2 of the NE1/4 of Section 34, Township 4 North, Range 1 West, B.M., Meridian, Ada County, Idaho. The portion of the pathway which is on north side of the Five Mile Drain is located on the District's easement or fee title property is being approved pursuant to this Agreement (i.e. there is no right-of-way/easement of the City for this portion of the pathway and improvements but said pathway and improvements are being approved/consent to pursuant to the terms of this Agreement).

**EXHIBIT B**  
**Location of Property/Drain**

See Exhibit C-1 attached hereto.

**EXHIBIT C**  
**Special Conditions**

- a. The location and construction of the pathway shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof.
- b. In the locations referenced herein and where City proposes construction, the District owns fee title to a portion of the real property along and adjacent to the Five Mile Drain. To the extent the District does not own the property in fee, Licensee acknowledges that the District's easement for the Five Mile Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for said purposes, and is a minimum of 130 feet, 65 feet on either side of the centerline of the ditch or drain facing downstream.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.



**LANDSCAPE COVER**

**CONTACT INFORMATION**

**LANDSCAPE CONSULTANT**

**PLANT SCHEDULE**

**GENERAL LANDSCAPE NOTES**

**GENERAL IRRIGATION NOTES**

**REVISIONS**

Block #	Lot #	Area (sq ft)	Open Space (sq ft)	Tree Calculations (Trees/8000sq ft)
1	1	10,273	620	400
1	2	1,245	120	100
1	3	1,245	120	100
1	4	1,245	120	100
1	5	1,245	120	100
1	6	1,245	120	100
1	7	1,245	120	100
1	8	1,245	120	100
1	9	1,245	120	100
1	10	1,245	120	100
1	11	1,245	120	100
1	12	1,245	120	100
1	13	1,245	120	100
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1	63	1,245	120	100
1	64	1,245	120	100
1	65	1,245	120	100
1	66	1,245	120	100
1	67	1,245	120	100
1	68	1,245	120	100
1	69	1,245	120	100
1	70	1,245	120	100
1	71	1,245	120	100
1	72	1,245	120	100
1	73	1,245	120	100
1	74	1,245	120	100
1	75	1,245	120	100
1	76	1,245	120	100
1	77	1,245	120	100
1	78	1,245	120	100
1	79	1,245	120	100
1	80	1,245	120	100
1	81	1,245	120	100
1	82	1,245	120	100
1	83	1,245	120	100
1	84	1,245	120	100
1	85	1,245	120	100
1	86	1,245	120	100
1	87	1,245	120	100
1	88	1,245	120	100
1	89	1,245	120	100
1	90	1,245	120	100
1	91	1,245	120	100
1	92	1,245	120	100
1	93	1,245	120	100
1	94	1,245	120	100
1	95	1,245	120	100
1	96	1,245	120	100
1	97	1,245	120	100
1	98	1,245	120	100
1	99	1,245	120	100
1	100	1,245	120	100

QUARTET NORTHEAST SUBDIVISION NO. 1  
 MERIDIAN, IDAHO  
 LANDSCAPE COVER

**REVISIONS**

No.	Date	Comments
1	11/11/11	MERIDIAN AND ADO COMMENTS
2	11/11/11	QDC COMMENTS

**SCALE**

**DATE**

**BY**

**CHECKED BY**

**APPROVED BY**

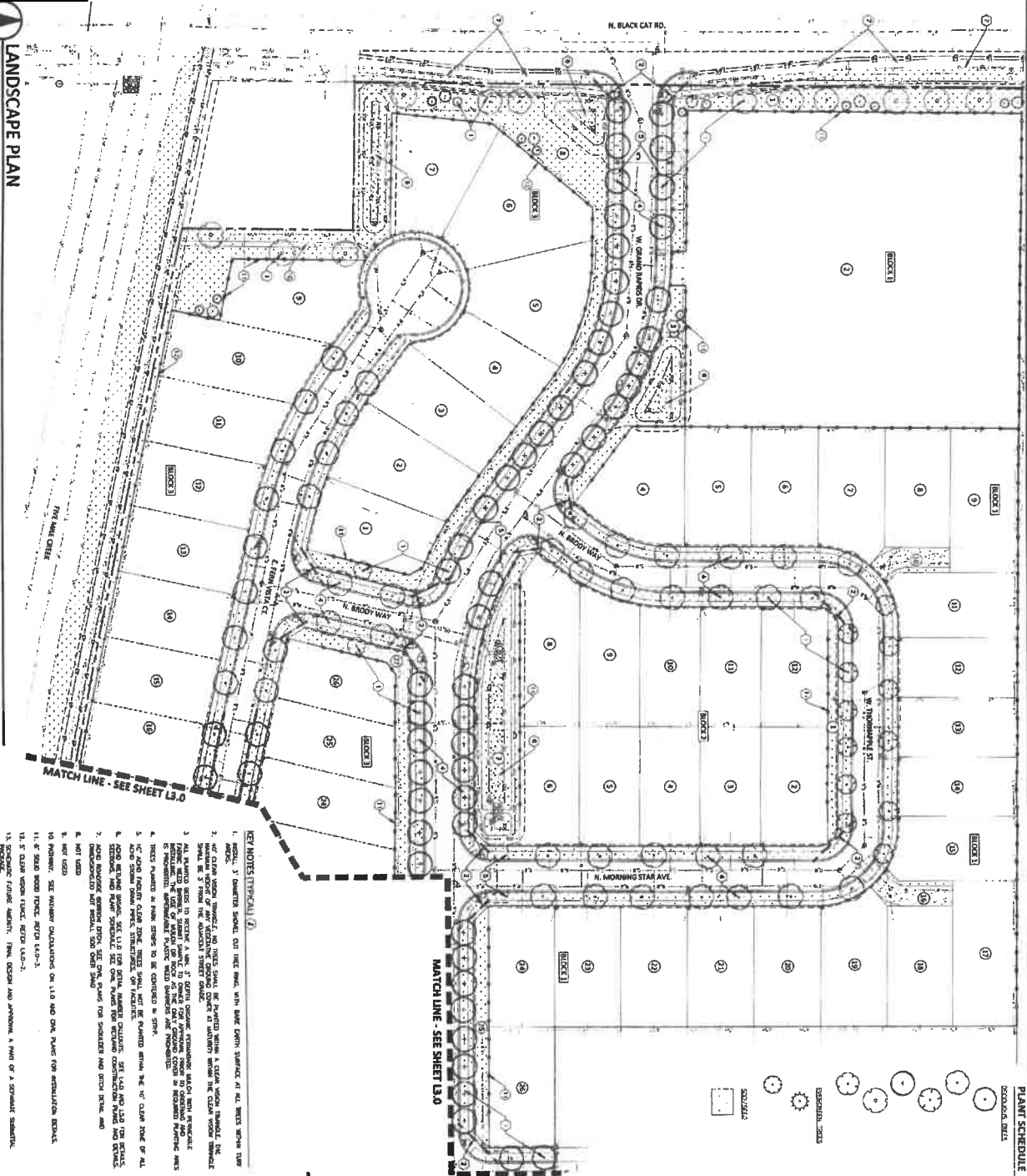
**PROJECT NO.**

Exhibit C-1, page 1

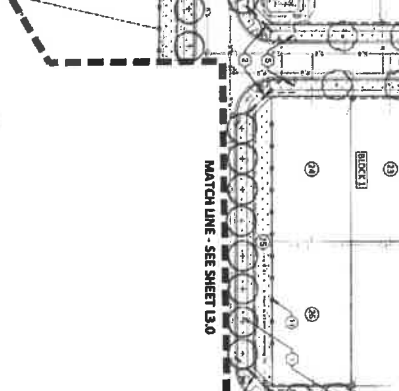
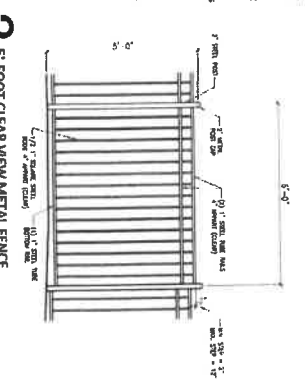
Item #16.



LANDSCAPE PLAN



- KEY NOTES (TYPICAL)**
1. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  2. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  3. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  4. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  5. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  6. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  7. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  8. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  9. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  10. ASPHALT: 3" COMPACT ASPHALT, 1" FINE SAND, WITH 1/2" DEPTH SURFACE AT ALL POINTS WITHIN 10' OF ASPHALT.
  11. 6" SAND BODD DECK, REFER K.A.-3.
  12. 6" SAND BODD DECK, REFER K.A.-3.
  13. 6" SAND BODD DECK, REFER K.A.-3.
  14. 6" SAND BODD DECK, REFER K.A.-3.
  15. 6" SAND BODD DECK, REFER K.A.-3.



**PLANT SCHEDULE**

NOTE: FOR COMPLETE PLANT SCHEDULE SEE L.S. FOR WELAND SCHEDULE SET 14.0

SYMBOL	DESCRIPTION	SIZE
1	6' CALAMAGRIST	7" CAL. 668
2	6' CALAMAGRIST	7" CAL. 668
3	6' CALAMAGRIST	7" CAL. 668
4	6' CALAMAGRIST	7" CAL. 668
5	6' CALAMAGRIST	7" CAL. 668
6	6' CALAMAGRIST	7" CAL. 668
7	6' CALAMAGRIST	7" CAL. 668
8	6' CALAMAGRIST	7" CAL. 668
9	6' CALAMAGRIST	7" CAL. 668
10	6' CALAMAGRIST	7" CAL. 668
11	6' CALAMAGRIST	7" CAL. 668
12	6' CALAMAGRIST	7" CAL. 668
13	6' CALAMAGRIST	7" CAL. 668
14	6' CALAMAGRIST	7" CAL. 668
15	6' CALAMAGRIST	7" CAL. 668
16	6' CALAMAGRIST	7" CAL. 668
17	6' CALAMAGRIST	7" CAL. 668
18	6' CALAMAGRIST	7" CAL. 668
19	6' CALAMAGRIST	7" CAL. 668
20	6' CALAMAGRIST	7" CAL. 668
21	6' CALAMAGRIST	7" CAL. 668
22	6' CALAMAGRIST	7" CAL. 668
23	6' CALAMAGRIST	7" CAL. 668
24	6' CALAMAGRIST	7" CAL. 668
25	6' CALAMAGRIST	7" CAL. 668

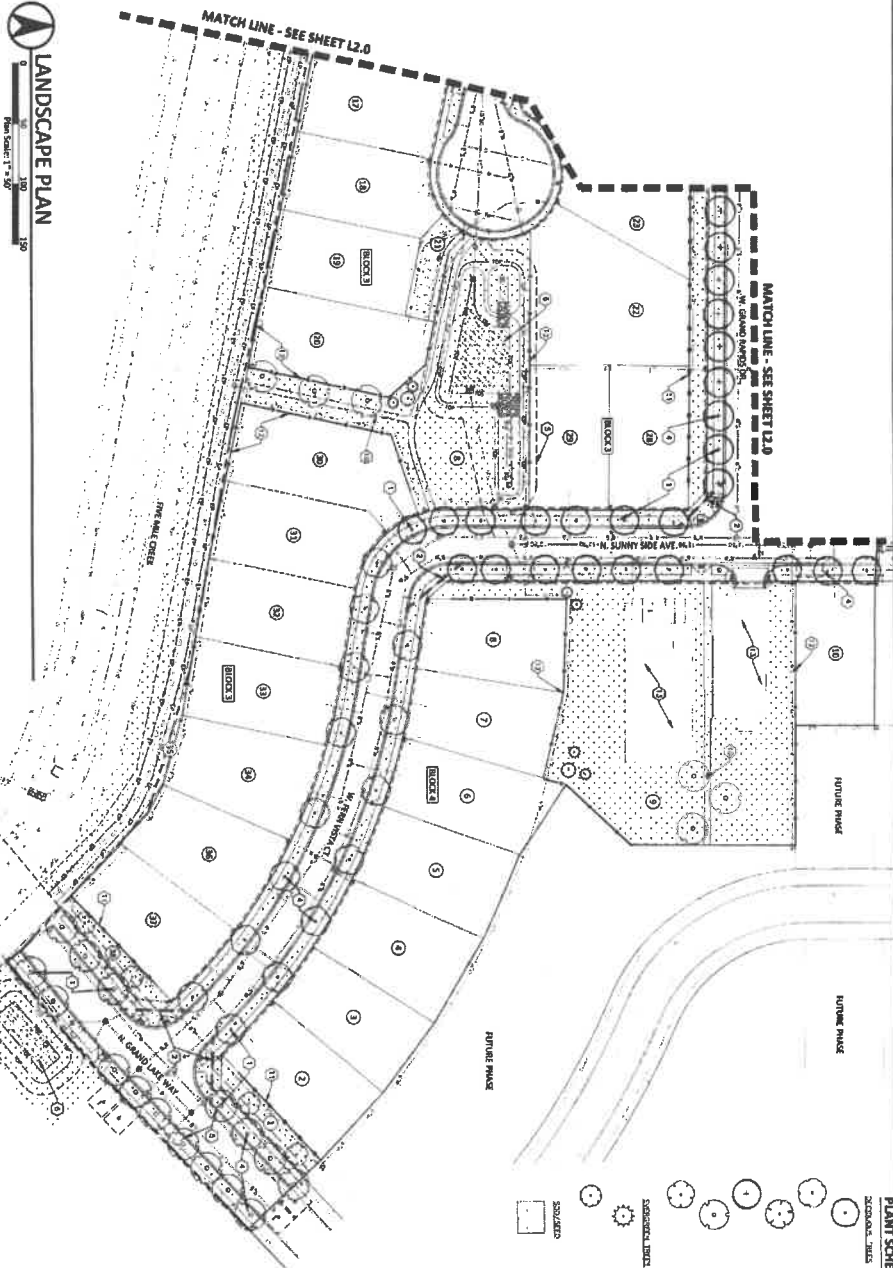
**REVISIONS**

NO.	ITEM	DATE
1	REVISIONS AND ACHD COMMENTS	1/17/20
2	CLIENT COMMENTS	

**QUARTET NORTHEAST SUBDIVISION NO. 1**  
**MERIDIAN, IDAHO**  
**LANDSCAPE PLAN**

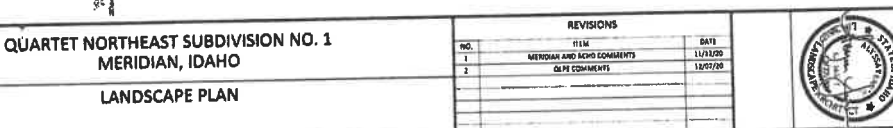
Exhibit C-1, page 2

**LANDSCAPE PLAN**



**PLANT SCHEDULE** (Note: New Schedule Size L3.0)

NO.	SYMBOL	DESCRIPTION	SIZE	QUANTITY	DATE
1	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
2	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
3	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
4	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
5	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
6	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
7	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
8	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
9	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
10	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
11	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
12	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
13	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
14	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
15	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
16	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
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24	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
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27	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
28	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
29	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
30	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
31	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
32	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
33	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
34	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
35	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
36	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
37	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
38	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
39	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
40	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
41	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
42	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
43	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
44	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
45	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
46	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
47	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
48	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
49	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20
50	(Symbol)	PLANT SCHEDULE SYMBOL	7" CL. 100	4732	11/13/20



**3 WOODEN FENCE**

- REVISIONS**
- | NO. | DATE     | DESCRIPTION          |
|-----|----------|----------------------|
| 1   | 11/13/20 | ISSUED FOR PERMIT    |
| 2   | 11/13/20 | REVISED PER COMMENTS |
1. GENERAL: FURNISH SPECIFIC DATA FOR ALL ITEMS LISTED IN THIS PLAN.
  2. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  3. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  4. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  5. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  6. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  7. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  8. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  9. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  10. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  11. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  12. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.
  13. ALL PLANTINGS TO BE INSTALLED WITHIN A 12" TOLERANCE OF THE INDICATED LOCATION.

**QUARTET NORTHEAST SUBDIVISION NO. 1**  
**MERIDIAN, IDAHO**  
**LANDSCAPE PLAN**

**km**

DATE: 11/13/20  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: 200000

SCALE: 1" = 10'-0"

Exhibit C-1, page 3





## AGENDA ITEM

**ITEM TOPIC:** Artwork License Agreements for the Traffic Box Community Art Project 2021 Series

**ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT**

This ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Joyce Green, an individual person (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community, and to that end, the Meridian Arts Commission (“MAC”) issued the Call for Artists attached hereto as *Exhibit A*, seeking proposals for the inclusion of artwork in the Traffic Box Art Image Repository, a repository of images portraying artwork available for production of vinyl wraps to be installed on traffic signal boxes in Meridian as derivative works, with permission from the property owner Ada County Highway District, as part of the Traffic Box Community Art Project (“Project”), as a benefit to the public;

**WHEREAS**, Artist submitted a response to the Call for Artists, which response included the Application and Acknowledgments and letter of intent attached hereto as *Exhibit B*;

**WHEREAS**, on May 13, 2021, the Meridian Arts Commission reviewed the responses to the Call for Artists, recommended works appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, including the piece of art entitled *Jerseys in Idaho*, depicted in *Exhibit C* hereto (“Artwork”) submitted by Artist, and on June 15, 2021, Meridian City Council accepted such recommendation, creating the Traffic Box Art Image Repository via Resolution no. 21-2271;

**WHEREAS**, Artist wishes to participate in the Project by allowing the Artwork to be scanned and formatted in order to depict a derivative work of the Artwork on a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

- A. License; alterations.** Artist grants to City an irrevocable license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps (“Vinyl Wrap”), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in City’s sole discretion.
- B. Delivery of Artwork; purpose.** Artist shall allow City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, printing such image or portions thereof on the Vinyl Wrap, and installing the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist’s person, property, or interests. Insurance of original Artwork shall be in Artist’s sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- C. Copyright.** Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. City shall maintain

the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.
2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Artist is creator of Artwork.** Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.
- E. Ownership.** City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as derivative works from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's sole discretion. Artist specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Artist for services rendered pursuant to this Agreement in the amount of six hundred dollars (\$600.00). This payment shall constitute full compensation from City to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Artist consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes.

## **II. TERMS AND CONDITIONS**

- A. Acknowledgment.** Artist acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Artist shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Artist or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Artist is an independent contractor and is 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.

- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- 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 first written above.

**ARTIST:**

  
\_\_\_\_\_  
Joyce Green

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk



**Call for Artists: TRAFFIC BOX ART IMAGE REPOSITORY**

**OVERVIEW:**

The Meridian Arts Commission (MAC) seeks proposals of two-dimensional artwork to be added to a repository of images portraying artwork available for reproduction on a vinyl wrap to be installed on a traffic box in Meridian. As funding becomes available, MAC and/or a sponsoring partner may select a piece of artwork represented in the repository to reproduce as a vinyl wrap. Artwork included in the repository may not be selected for a traffic box wrap. A \$600 stipend shall be available for artists whose work is selected for reproduction as a vinyl wrap to be installed on a traffic box, following execution of, and pursuant to, a written agreement with the City of Meridian and scanning of the original artwork portrayed in the selected image by City or City’s selected vendor.

**ELIGIBILITY:**

This project is open to applicants regardless of race, gender, gender identity, sexual orientation, religion, nationality, or disability. The Traffic Box Art Image Repository is to include original artwork by artists who live or work in Idaho’s Treasure Valley, created using any medium, so long as it can be represented in a high-resolution digital image without loss of integrity or quality. No artwork will be included in the repository which does not meet the selection criteria. Artists whose work is selected for reproduction as a vinyl wrap will be required to enter into a written agreement with the City setting forth specific terms and conditions of inclusion. Each person may submit up to three (3) images for consideration; a maximum of two (2) images per person may be selected for inclusion in the repository. Incomplete or late submissions will be deemed ineligible and will not be considered.

**PROPOSAL REQUIREMENTS:**

An artist wishing to submit an image for inclusion in the digital repository must provide the following materials and information to MAC in order to be considered for inclusion in the digital repository:

- Completed, signed Traffic Box Art Image Repository Application & Acknowledgements form;
- Descriptions of artwork submitted (which may be used on the online Digital Public Art Map and/or in posted descriptions of completed boxes), approx. 2-3 sentences per artwork, in .pdf format;
- Biography of the artist (or artist statement), must fit on one-page, in .pdf format; and
- Up to three (3) digital images of original artwork proposed for inclusion in the digital repository, image file names must include artist’s last name and artwork title.

E-mailed submissions may be sent to [mac@meridiancity.org](mailto:mac@meridiancity.org): documents must be .PDF and artwork images must be .JPG format. Hard copy materials (printed on 20 lb paper) may be submitted via U.S. Mail or in-person delivery, addressed to:

Meridian Arts Commission  
33 East Broadway Avenue Ste 206  
Meridian ID 83642

**DEADLINE:**

This call shall be open until 11:59 p.m. on Thursday, April 15, 2021.

**SELECTION PROCESS:**

The selection of art for inclusion in the digital repository will be made by MAC. MAC will notify selectees by email by May 17, 2021. In evaluating eligible proposals, the following factors will be considered and scored out of a total 100 points possible:

- Quality of work (30 points);
- Consistency with City policy and community values (30 points);
- Contribution to aesthetic and cultural atmosphere of the Meridian community (30 points); and
- Suitability of design and concept for a traffic box wrapping (10 points).

Artwork will be deemed inappropriate which portrays: content which violates copyright or other known legal ownership interest, profanity, obscenity, indecency, violence, pornography; discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or nationality; defamation or personal attacks.

**CONTACT MAC:**

Questions regarding this Call for Artists may be sent via e-mail to [mac@meridiancity.org](mailto:mac@meridiancity.org).

**EXHIBIT B**  
**APPLICATION MATERIALS**

Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY

Applicant: JOYCE E. GREEN
E-mail address: joycegreenart@cablone.net
Mailing address: 1088 WEST CHATEAU AVENUE, MERIDIAN IDAHO 83646
Physical address: Same as above
Applicant phone: Day: 208 888-2427 Cell: 208 409-5469
Where did you hear about this opportunity?: BOSCO, FACEBOOK, TWS, CITY HALL, MAC
Image title(s): 1. JERSEYS IN IDAHO
2. FLUME FORTISSIMO
3. BASQUE DANCERS (WEAVE)

I hereby acknowledge the following stipulations and agree that if one of the images listed above is selected for inclusion in the Traffic Box Art Digital Repository, such inclusion shall occur subject to these general terms and conditions, as well as subject to other specific terms and conditions that shall be set forth in a separate, written Acceptance Agreement between myself and the City of Meridian. I specifically acknowledge and agree that:

- A. All artwork submitted with this proposal for consideration for inclusion in the digital repository is original work that I myself conceived and created in all respects.
B. Before work represented in the digital repository may be installed as a vinyl traffic box wrap, I will be required to enter into a written agreement with the City of Meridian establishing the specific terms and conditions of such installation. No entitlement will issue or attach prior to negotiation and execution of such agreement.
C. Before work represented in the repository may be installed as a vinyl traffic box wrap, I will be required to provide the original artwork from which the image was taken. If the original artwork is no longer in my possession, I will advise the Meridian Arts Commission so that the image may be removed from the digital repository as a potential option for installation as a vinyl wrap.
D. Upon submission of artwork to the City of Meridian for consideration for inclusion in the digital repository, such submission is a public record, subject to the Idaho Public Records Act.
E. Artwork included in the digital repository may be removed from the repository, and/or the repository may be deleted or discontinued, without notice to the artist.
F. The City seeks to encourage artistic expression and public dialogue, but must simultaneously ensure that persons of diverse ages and perspectives feel welcome and comfortable in public spaces. To this end, only artwork meeting the eligibility standards described in the Call for Artists shall be included in the digital repository.

I acknowledge and understand, and submit my proposal subject to, each and all of these terms and conditions.

Signature: Joyce E. Green Date: 4/14/2021

**Joyce Green**

1088 W. Chateau Avenue

Meridian, Idaho 83646

208-888-2427

[joycegreenart@cableone.net](mailto:joycegreenart@cableone.net)[joycegreenwatercolors.com](http://joycegreenwatercolors.com)

Originally from Minnesota, Joyce Green has been a professional artist for over thirty five years. She has earned signature membership in the *American Watercolor Society* (New York), and also holds signature status in *The National Watercolor Society*, *The Transparent Watercolor Society of America*, and *Watercolor West*. She has had works selected for exhibition *the Rocky Mountain National (Denver)*, *the Northwest Watercolor Society (Seattle)*, *The Western Federation of Watercolor Societies*, *The San Diego Watercolor Society*, and many regional venues. Her work has won numerous awards, including four “Best of Show” honors, and the Bill Peregrin award at the 2011 Watercolor West Exhibition, and a Dick Blick Award at the 2020 *Rocky Mountain National Watermedia* exhibit. She is a distinguished merit member and past president of the Idaho Watercolor Society.

Joyce holds degrees in art from the University of Minnesota, Duluth (B.S. magna cum laude), and the University of Arizona (M.Ed). She has held professional positions in art education in Ohio and Arizona, and teaches watercolor workshops and classes in Idaho. She has also served as curator of education at the Columbus (Ohio) Museum of Art. She has resided in Idaho for over 35 years.

Travel, both foreign and domestic, has been, and continues to be, one of the most stimulating influences on Joyce’s artistic life. Many of her paintings have been inspired by the experiences encountered in more than 50 years of travels, literally around the world, with her late husband Robert. They have traveled to more than 80 countries since the 1960’s.

For over two decades, Joyce has focused upon the use of the traditional watercolor medium. She is fascinated by the expressive effects possible through layering glazes to build color and textural nuance, allowing exploration of design possibilities in light patterns regardless of the subject she chooses. Masking is used only for specific effects, such as to capture the play of light on the surface of the water. The use of masking facilitates the feeling of surface, allowing the glazed layers to develop the depth of transparencies desired.

“I strive to paint memorable and personally creatively authentic visions, carefully designed and technically proficient in my chosen medium. I prefer to express positive aspects of life.”



## Descriptions of Artwork Submitted by Joyce Green

1. Jerseys in Idaho: watercolor  
These cows are truly citizens of Meridian. I found them off Victory Road, and they immediately chose to greet me when I pulled off the road to photograph them. The barn is also a genuine Meridian barn, which was between Linder and Meridian Road on McMillan for many years, now unfortunately razed to make way for yet another subdivision. It was a beautiful barn, and I would love to see this part of Meridian's past displayed for all to see on a traffic box.!
2. Flume Fortissimo: watercolor  
Part of my Water Music series, Flume Fortissimo references both a water name and a music name. It is one of the more abstract compositions in that series, and took inspiration from a falls on the Little Salmon north of New Meadows. I hope you can almost hear the roar!
3. Basque Dancers (Weave): watercolor  
Actually "Weaving the Dance", this group of Basque heritage children were dancing their way through a parade. I have loved the Basque cultural presence in our community, and the sheer joy of the dance. Every dancer smiles! So much fun! I am known in this area for my Basque Dancer paintings.

# EXHIBIT C *JERSEYS IN IDAHO*



**ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT**

This ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Marne Elmore, an individual person (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community, and to that end, the Meridian Arts Commission (“MAC”) issued the Call for Artists attached hereto as *Exhibit A*, seeking proposals for the inclusion of artwork in the Traffic Box Art Image Repository, a repository of images portraying artwork available for production of vinyl wraps to be installed on traffic signal boxes in Meridian as derivative works, with permission from the property owner Ada County Highway District, as part of the Traffic Box Community Art Project (“Project”), as a benefit to the public;

**WHEREAS**, Artist submitted a response to the Call for Artists, which response included the Application and Acknowledgments and letter of intent attached hereto as *Exhibit B*;

**WHEREAS**, on May 13, 2021, the Meridian Arts Commission reviewed the responses to the Call for Artists, recommended works appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, including the piece of art entitled *Billy*, depicted in *Exhibit C* hereto (“Artwork”) submitted by Artist, and on June 15, 2021, Meridian City Council accepted such recommendation, creating the Traffic Box Art Image Repository via Resolution no. 21-2271;

**WHEREAS**, Artist wishes to participate in the Project by allowing the Artwork to be scanned and formatted in order to depict a derivative work of the Artwork on a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

**A. License; alterations.** Artist grants to City an irrevocable license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps (“Vinyl Wrap”), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in City’s sole discretion.

**B. Delivery of Artwork; purpose.** Artist shall allow City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, printing such image or portions thereof on the Vinyl Wrap, and installing the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist’s person, property, or interests. Insurance of original Artwork shall be in Artist’s sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

**C. Copyright.** Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. City shall maintain

the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.
2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Artist is creator of Artwork.** Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.
- E. Ownership.** City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as derivative works from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's sole discretion. Artist specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Artist for services rendered pursuant to this Agreement in the amount of six hundred dollars (\$600.00). This payment shall constitute full compensation from City to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Artist consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes.

## **II. TERMS AND CONDITIONS**

- A. Acknowledgment.** Artist acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Artist shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Artist or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Artist is an independent contractor and is 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.



- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- 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 first written above.

ARTIST:



Marne Elmore

CITY OF MERIDIAN:

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**Call for Artists: TRAFFIC BOX ART IMAGE REPOSITORY**

**OVERVIEW:**

The Meridian Arts Commission (MAC) seeks proposals of two-dimensional artwork to be added to a repository of images portraying artwork available for reproduction on a vinyl wrap to be installed on a traffic box in Meridian. As funding becomes available, MAC and/or a sponsoring partner may select a piece of artwork represented in the repository to reproduce as a vinyl wrap. Artwork included in the repository may not be selected for a traffic box wrap. A \$600 stipend shall be available for artists whose work is selected for reproduction as a vinyl wrap to be installed on a traffic box, following execution of, and pursuant to, a written agreement with the City of Meridian and scanning of the original artwork portrayed in the selected image by City or City’s selected vendor.

**ELIGIBILITY:**

This project is open to applicants regardless of race, gender, gender identity, sexual orientation, religion, nationality, or disability. The Traffic Box Art Image Repository is to include original artwork by artists who live or work in Idaho’s Treasure Valley, created using any medium, so long as it can be represented in a high-resolution digital image without loss of integrity or quality. No artwork will be included in the repository which does not meet the selection criteria. Artists whose work is selected for reproduction as a vinyl wrap will be required to enter into a written agreement with the City setting forth specific terms and conditions of inclusion. Each person may submit up to three (3) images for consideration; a maximum of two (2) images per person may be selected for inclusion in the repository. Incomplete or late submissions will be deemed ineligible and will not be considered.

**PROPOSAL REQUIREMENTS:**

An artist wishing to submit an image for inclusion in the digital repository must provide the following materials and information to MAC in order to be considered for inclusion in the digital repository:

- Completed, signed Traffic Box Art Image Repository Application & Acknowledgements form;
- Descriptions of artwork submitted (which may be used on the online Digital Public Art Map and/or in posted descriptions of completed boxes), approx. 2-3 sentences per artwork, in .pdf format;
- Biography of the artist (or artist statement), must fit on one-page, in .pdf format; and
- Up to three (3) digital images of original artwork proposed for inclusion in the digital repository, image file names must include artist’s last name and artwork title.

E-mailed submissions may be sent to [mac@meridiancity.org](mailto:mac@meridiancity.org): documents must be .PDF and artwork images must be .JPG format. Hard copy materials (printed on 20 lb paper) may be submitted via U.S. Mail or in-person delivery, addressed to:

Meridian Arts Commission  
33 East Broadway Avenue Ste 206  
Meridian ID 83642

**DEADLINE:**

This call shall be open until 11:59 p.m. on Thursday, April 15, 2021.

**SELECTION PROCESS:**

The selection of art for inclusion in the digital repository will be made by MAC. MAC will notify selectees by email by May 17, 2021. In evaluating eligible proposals, the following factors will be considered and scored out of a total 100 points possible:

- Quality of work (30 points);
- Consistency with City policy and community values (30 points);
- Contribution to aesthetic and cultural atmosphere of the Meridian community (30 points); and
- Suitability of design and concept for a traffic box wrapping (10 points).

Artwork will be deemed inappropriate which portrays: content which violates copyright or other known legal ownership interest, profanity, obscenity, indecency, violence, pornography; discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or nationality; defamation or personal attacks.

**CONTACT MAC:**

Questions regarding this Call for Artists may be sent via e-mail to [mac@meridiancity.org](mailto:mac@meridiancity.org).

**EXHIBIT B**  
**APPLICATION MATERIALS**

Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY

Applicant: Marne Elmore
E-mail address: marneelmore@gmail.com
Mailing address: 1703 N. Liberty St., Boise, ID 83704
Physical address: 1703 N. Liberty St., Boise, ID 83704
Applicant phone: Day: #541-740-7561 Cell: #541-740-7561
Where did you hear about this opportunity?: Instagram
Image title(s): 1. Billy, 2. Untitled (Buffalo), 3. Gila Rattler

I hereby acknowledge the following stipulations and agree that if one of the images listed above is selected for inclusion in the Traffic Box Art Digital Repository, such inclusion shall occur subject to these general terms and conditions, as well as subject to other specific terms and conditions that shall be set forth in a separate, written Acceptance Agreement between myself and the City of Meridian. I specifically acknowledge and agree that:

- A. All artwork submitted with this proposal for consideration for inclusion in the digital repository is original work that I myself conceived and created in all respects.
B. Before work represented in the digital repository may be installed as a vinyl traffic box wrap, I will be required to enter into a written agreement with the City of Meridian establishing the specific terms and conditions of such installation.
C. Before work represented in the repository may be installed as a vinyl traffic box wrap, I will be required to provide the original artwork from which the image was taken.
D. Upon submission of artwork to the City of Meridian for consideration for inclusion in the digital repository, such submission is a public record, subject to the Idaho Public Records Act.
E. Artwork included in the digital repository may be removed from the repository, and/or the repository may be deleted or discontinued, without notice to the artist.
F. The City seeks to encourage artistic expression and public dialogue, but must simultaneously ensure that persons of diverse ages and perspectives feel welcome and comfortable in public spaces.

I acknowledge and understand, and submit my proposal subject to, each and all of these terms and conditions.

Signature: Marne Elmore Date: 04/15/2021



## **Marne Elmore**

Meridian Arts Commission  
Traffic Box Art Image Repository 2021

### **Artist Statement**

As a printmaker, I value the qualities of repetition and variation inherent in all art that comes from the hand. I incorporate several artistic mediums including drawing and painting in my studio practice while engaging in the printmaking mediums of intaglio, relief printmaking, and lithography. I am a methodical, process-oriented artist. The fodder for my inspiration is varied, but includes the landscape, the environment, space, and politics.

### **Biography**

Marne Elmore grew up in the small, quiet, and scenic Wood River Valley in Bellevue, Idaho. She attended Oregon State University where she received a Bachelor of Fine Arts in Visual Art with a minor in Art History. Elmore received a Master of Fine Arts degree at the University of New Mexico with a studio art emphasis in Printmaking. Currently, Elmore is living and working in Boise, Idaho, where she has been for nigh seven years.

## Marne Elmore

Meridian Arts Commission

Traffic Box Art Image Repository 2021

### Artwork Descriptions

1. *Billy*, linocut and woodblock print, 11.5" x 9"  
This piece is a much smaller version of a larger woodcut I created that explores the intrinsically adept nature of mountain goats and their fearless intimidation alongside their simultaneous quirkiness. They are masters of slight rock face, and their skills are confounding.
2. *Untitled (Buffalo)*, woodcut and woodblock print, 8" x 10"  
This piece is a reflection on the strange juxtaposition of what could be deemed 'wild' and the state of the natural world in places where extreme human interaction has led to a convolution of such 'wild' spaces. It is also a wonderment of persistence of species in tough circumstances throughout history.
3. *Gila Rattler*, two-color lithograph and woodcut print, 22" x 15"  
It is wildly terrifying to come close to a rattlesnake unexpectedly. This print is based on one such experience and the raw appreciation of such a volatile, dangerous, and yet, gorgeous creature.

**EXHIBIT C**

***BILLY***



**ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT**

This ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Miguel Almeida, an individual person (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community, and to that end, the Meridian Arts Commission (“MAC”) issued the Call for Artists attached hereto as *Exhibit A*, seeking proposals for the inclusion of artwork in the Traffic Box Art Image Repository, a repository of images portraying artwork available for production of vinyl wraps to be installed on traffic signal boxes in Meridian as derivative works, with permission from the property owner Ada County Highway District, as part of the Traffic Box Community Art Project (“Project”), as a benefit to the public;

**WHEREAS**, Artist submitted a response to the Call for Artists, which response included the Application and Acknowledgments and letter of intent attached hereto as *Exhibit B*;

**WHEREAS**, on May 13, 2021, the Meridian Arts Commission reviewed the responses to the Call for Artists, recommended works appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, including the piece of art entitled *Somos Idaho*, depicted in *Exhibit C* hereto (“Artwork”) submitted by Artist, and on June 15, 2021, Meridian City Council accepted such recommendation, creating the Traffic Box Art Image Repository via Resolution no. 21-2271;

**WHEREAS**, Artist wishes to participate in the Project by allowing the Artwork to be scanned and formatted in order to depict a derivative work of the Artwork on a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

**A. License; alterations.** Artist grants to City an irrevocable license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps (“Vinyl Wrap”), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in City’s sole discretion.

**B. Delivery of Artwork; purpose.** Artist shall allow City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, printing such image or portions thereof on the Vinyl Wrap, and installing the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist’s person, property, or interests. Insurance of original Artwork shall be in Artist’s sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

**C. Copyright.** Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. City shall maintain



the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.
2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Artist is creator of Artwork.** Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.
- E. Ownership.** City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as derivative works from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's sole discretion. Artist specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Artist for services rendered pursuant to this Agreement in the amount of six hundred dollars (\$600.00). This payment shall constitute full compensation from City to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Artist consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes.

## **II. TERMS AND CONDITIONS**

- A. Acknowledgment.** Artist acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Artist shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Artist or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Artist is an independent contractor and is 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.

- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- 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 first written above.

**ARTIST:**



\_\_\_\_\_  
Miguel Almeida

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**Call for Artists: TRAFFIC BOX ART IMAGE REPOSITORY**

**OVERVIEW:**

The Meridian Arts Commission (MAC) seeks proposals of two-dimensional artwork to be added to a repository of images portraying artwork available for reproduction on a vinyl wrap to be installed on a traffic box in Meridian. As funding becomes available, MAC and/or a sponsoring partner may select a piece of artwork represented in the repository to reproduce as a vinyl wrap. Artwork included in the repository may not be selected for a traffic box wrap. A \$600 stipend shall be available for artists whose work is selected for reproduction as a vinyl wrap to be installed on a traffic box, following execution of, and pursuant to, a written agreement with the City of Meridian and scanning of the original artwork portrayed in the selected image by City or City’s selected vendor.

**ELIGIBILITY:**

This project is open to applicants regardless of race, gender, gender identity, sexual orientation, religion, nationality, or disability. The Traffic Box Art Image Repository is to include original artwork by artists who live or work in Idaho’s Treasure Valley, created using any medium, so long as it can be represented in a high-resolution digital image without loss of integrity or quality. No artwork will be included in the repository which does not meet the selection criteria. Artists whose work is selected for reproduction as a vinyl wrap will be required to enter into a written agreement with the City setting forth specific terms and conditions of inclusion. Each person may submit up to three (3) images for consideration; a maximum of two (2) images per person may be selected for inclusion in the repository. Incomplete or late submissions will be deemed ineligible and will not be considered.

**PROPOSAL REQUIREMENTS:**

An artist wishing to submit an image for inclusion in the digital repository must provide the following materials and information to MAC in order to be considered for inclusion in the digital repository:

- Completed, signed Traffic Box Art Image Repository Application & Acknowledgements form;
- Descriptions of artwork submitted (which may be used on the online Digital Public Art Map and/or in posted descriptions of completed boxes), approx. 2-3 sentences per artwork, in .pdf format;
- Biography of the artist (or artist statement), must fit on one-page, in .pdf format; and
- Up to three (3) digital images of original artwork proposed for inclusion in the digital repository, image file names must include artist’s last name and artwork title.

E-mailed submissions may be sent to [mac@meridiancity.org](mailto:mac@meridiancity.org): documents must be .PDF and artwork images must be .JPG format. Hard copy materials (printed on 20 lb paper) may be submitted via U.S. Mail or in-person delivery, addressed to:

Meridian Arts Commission  
33 East Broadway Avenue Ste 206  
Meridian ID 83642

**DEADLINE:**

This call shall be open until 11:59 p.m. on Thursday, April 15, 2021.

**SELECTION PROCESS:**

The selection of art for inclusion in the digital repository will be made by MAC. MAC will notify selectees by email by May 17, 2021. In evaluating eligible proposals, the following factors will be considered and scored out of a total 100 points possible:

- Quality of work (30 points);
- Consistency with City policy and community values (30 points);
- Contribution to aesthetic and cultural atmosphere of the Meridian community (30 points); and
- Suitability of design and concept for a traffic box wrapping (10 points).

Artwork will be deemed inappropriate which portrays: content which violates copyright or other known legal ownership interest, profanity, obscenity, indecency, violence, pornography; discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or nationality; defamation or personal attacks.

**CONTACT MAC:**

Questions regarding this Call for Artists may be sent via e-mail to [mac@meridiancity.org](mailto:mac@meridiancity.org).

**EXHIBIT B**  
**APPLICATION MATERIALS**



Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY

Applicant: Miguel A Almeida
E-mail address: miguelalmeidaiillustration@gmail.com
Mailing address: 3560 W. Moore St. Boise, ID 83703
Physical address: 3560 W. Moore St. Boise, ID 83703
Applicant phone: Day: Cell: 208-371-0138
Where did you hear about this opportunity?: Through Audrey Belnap
Image title(s): 1. Somos Idaho, 2. Dia De Los Muertos, 3. Tu Lucha Es Mi Lucha

I hereby acknowledge the following stipulations and agree that if one of the images listed above is selected for inclusion in the Traffic Box Art Digital Repository, such inclusion shall occur subject to these general terms and conditions, as well as subject to other specific terms and conditions that shall be set forth in a separate, written Acceptance Agreement between myself and the City of Meridian. I specifically acknowledge and agree that:

- A. All artwork submitted with this proposal for consideration for inclusion in the digital repository is original work that I myself conceived and created in all respects.
B. Before work represented in the digital repository may be installed as a vinyl traffic box wrap, I will be required to enter into a written agreement with the City of Meridian establishing the specific terms and conditions of such installation.
C. Before work represented in the repository may be installed as a vinyl traffic box wrap, I will be required to provide the original artwork from which the image was taken.
D. Upon submission of artwork to the City of Meridian for consideration for inclusion in the digital repository, such submission is a public record, subject to the Idaho Public Records Act.
E. Artwork included in the digital repository may be removed from the repository, and/or the repository may be deleted or discontinued, without notice to the artist.
F. The City seeks to encourage artistic expression and public dialogue, but must simultaneously ensure that persons of diverse ages and perspectives feel welcome and comfortable in public spaces.

I acknowledge and understand, and submit my proposal subject to, each and all of these terms and conditions.

Signature: [Handwritten Signature] Date: 04/14/21

Miguel Almeida is a Boise based illustrator and artist. He works both traditionally and digitally. His work touches on the subject of growing up as a first generation Mexican American. Miguel's art style is a combination of colors inspired by Mexican folk art and heavy line work to create a graphic style. He uses bright colors he grew up seeing in the architecture of Mexican cities, ceramics, clothing, and even the pastries when visiting his grandparents in Zacatecas, Mexico. He has always been fascinated with Alebrijes. Miguel grew up seeing them being sold in Mexican street markets and in the media. He often replaces the characters with alebrije like figures in my paintings.

01. Somos Idaho

Digital Illustration

8" x 10"

"Somos Idaho" is a piece of artwork to represent Mexican Immigrant farm workers who are often in the shadows of Idaho but provide something essential to all of our survival. They play a big role in keeping our communities fed and food on our tables.

02. Dia De Los Muertos

Digital Illustration

8" x 10"

This illustration was made during 2020's Dia De los Muertos. I often like to create Dia De Los Muertos art around the holiday and reminisce on loved ones that have passed in my life.

03. Tu Lucha Es Mi Lucha

Digital Illustration

8" x 10"

"Tu Lucha Es Mi Lucha" was inspired by the phrase, which is a solidarity phrase. It is often used to stand in solidarity with another person in hardships. I come from a family deeply rooted in community and I have often resonated with that phrase in my life.

# EXHIBIT C *SOMOS IDAHO*





**ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT**

This ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Rachel Linquist, an individual person (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community, and to that end, the Meridian Arts Commission (“MAC”) issued the Call for Artists attached hereto as *Exhibit A*, seeking proposals for the inclusion of artwork in the Traffic Box Art Image Repository, a repository of images portraying artwork available for production of vinyl wraps to be installed on traffic signal boxes in Meridian as derivative works, with permission from the property owner Ada County Highway District, as part of the Traffic Box Community Art Project (“Project”), as a benefit to the public;

**WHEREAS**, Artist submitted a response to the Call for Artists, which response included the Application and Acknowledgments and letter of intent attached hereto as *Exhibit B*;

**WHEREAS**, on May 13, 2021, the Meridian Arts Commission reviewed the responses to the Call for Artists, recommended works appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, including the piece of art entitled *At the Keys*, depicted in *Exhibit C* hereto (“Artwork”) submitted by Artist, and on June 15, 2021, Meridian City Council accepted such recommendation, creating the Traffic Box Art Image Repository via Resolution no. 21-2271;

**WHEREAS**, Artist wishes to participate in the Project by allowing the Artwork to be scanned and formatted in order to depict a derivative work of the Artwork on a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

**A. License; alterations.** Artist grants to City an irrevocable license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps (“Vinyl Wrap”), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in City’s sole discretion.

**B. Delivery of Artwork; purpose.** Artist shall allow City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, printing such image or portions thereof on the Vinyl Wrap, and installing the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist’s person, property, or interests. Insurance of original Artwork shall be in Artist’s sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

**C. Copyright.** Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. City shall maintain

the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.
2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Artist is creator of Artwork.** Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.
- E. Ownership.** City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as derivative works from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's sole discretion. Artist specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Artist for services rendered pursuant to this Agreement in the amount of six hundred dollars (\$600.00). This payment shall constitute full compensation from City to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Artist consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes.

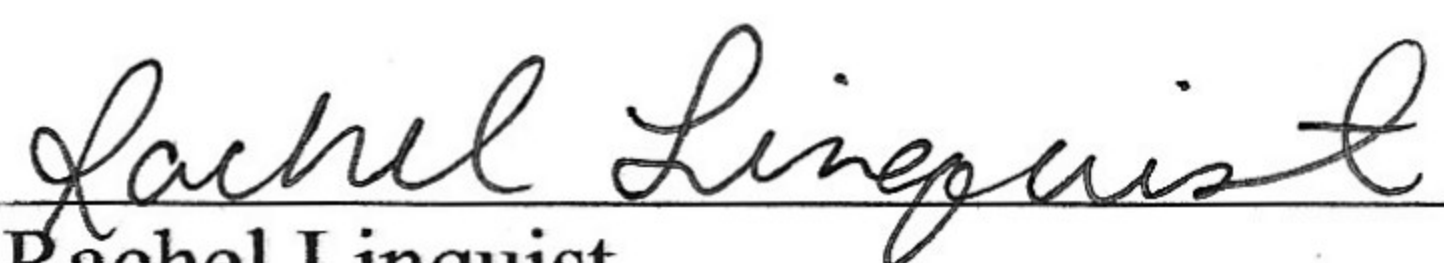
## **II. TERMS AND CONDITIONS**

- A. Acknowledgment.** Artist acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Artist shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Artist or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Artist is an independent contractor and is 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.

- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- 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 first written above.

**ARTIST:**

  
 \_\_\_\_\_  
 Rachel Linquist

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
 Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
 Chris Johnson, City Clerk



**Call for Artists: TRAFFIC BOX ART IMAGE REPOSITORY**

**OVERVIEW:**

The Meridian Arts Commission (MAC) seeks proposals of two-dimensional artwork to be added to a repository of images portraying artwork available for reproduction on a vinyl wrap to be installed on a traffic box in Meridian. As funding becomes available, MAC and/or a sponsoring partner may select a piece of artwork represented in the repository to reproduce as a vinyl wrap. Artwork included in the repository may not be selected for a traffic box wrap. A \$600 stipend shall be available for artists whose work is selected for reproduction as a vinyl wrap to be installed on a traffic box, following execution of, and pursuant to, a written agreement with the City of Meridian and scanning of the original artwork portrayed in the selected image by City or City’s selected vendor.

**ELIGIBILITY:**

This project is open to applicants regardless of race, gender, gender identity, sexual orientation, religion, nationality, or disability. The Traffic Box Art Image Repository is to include original artwork by artists who live or work in Idaho’s Treasure Valley, created using any medium, so long as it can be represented in a high-resolution digital image without loss of integrity or quality. No artwork will be included in the repository which does not meet the selection criteria. Artists whose work is selected for reproduction as a vinyl wrap will be required to enter into a written agreement with the City setting forth specific terms and conditions of inclusion. Each person may submit up to three (3) images for consideration; a maximum of two (2) images per person may be selected for inclusion in the repository. Incomplete or late submissions will be deemed ineligible and will not be considered.

**PROPOSAL REQUIREMENTS:**

An artist wishing to submit an image for inclusion in the digital repository must provide the following materials and information to MAC in order to be considered for inclusion in the digital repository:

- Completed, signed Traffic Box Art Image Repository Application & Acknowledgements form;
- Descriptions of artwork submitted (which may be used on the online Digital Public Art Map and/or in posted descriptions of completed boxes), approx. 2-3 sentences per artwork, in .pdf format;
- Biography of the artist (or artist statement), must fit on one-page, in .pdf format; and
- Up to three (3) digital images of original artwork proposed for inclusion in the digital repository, image file names must include artist’s last name and artwork title.

E-mailed submissions may be sent to [mac@meridiancity.org](mailto:mac@meridiancity.org): documents must be .PDF and artwork images must be .JPG format. Hard copy materials (printed on 20 lb paper) may be submitted via U.S. Mail or in-person delivery, addressed to:

Meridian Arts Commission  
33 East Broadway Avenue Ste 206  
Meridian ID 83642

**DEADLINE:**

This call shall be open until 11:59 p.m. on Thursday, April 15, 2021.

**SELECTION PROCESS:**

The selection of art for inclusion in the digital repository will be made by MAC. MAC will notify selectees by email by May 17, 2021. In evaluating eligible proposals, the following factors will be considered and scored out of a total 100 points possible:

- Quality of work (30 points);
- Consistency with City policy and community values (30 points);
- Contribution to aesthetic and cultural atmosphere of the Meridian community (30 points); and
- Suitability of design and concept for a traffic box wrapping (10 points).

Artwork will be deemed inappropriate which portrays: content which violates copyright or other known legal ownership interest, profanity, obscenity, indecency, violence, pornography; discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or nationality; defamation or personal attacks.

**CONTACT MAC:**

Questions regarding this Call for Artists may be sent via e-mail to [mac@meridiancity.org](mailto:mac@meridiancity.org).









**EXHIBIT B**  
**APPLICATION MATERIALS**

**Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY**

Applicant: Rachel Linguist  
 E-mail address: rachel.linguist@gmail.com  
 Mailing address: 3272 N. Clayton Pl. Boise ID 83704  
 Physical address: "  
 Applicant phone: Day: 208-863-7884 Cell: "  
 Where did you hear about this opportunity?: Instagram  
 Image title(s):  
 1. Roadtrip in the Mountains  
 2. Three Pears in a Blue Bowl  
 3. At the Keys

I hereby acknowledge the following stipulations and agree that if one of the images listed above is selected for inclusion in the Traffic Box Art Digital Repository, such inclusion shall occur subject to these general terms and conditions, as well as subject to other specific terms and conditions that shall be set forth in a separate, written Acceptance Agreement between myself and the City of Meridian. I specifically acknowledge and agree that:

-  A. All artwork submitted with this proposal for consideration for inclusion in the digital repository is original work that I myself conceived and created in all respects.
-  B. Before work represented in the digital repository may be installed as a vinyl traffic box wrap, I will be required to enter into a written agreement with the City of Meridian establishing the specific terms and conditions of such installation. No entitlement will issue or attach prior to negotiation and execution of such agreement.
-  C. Before work represented in the repository may be installed as a vinyl traffic box wrap, I will be required to provide the original artwork from which the image was taken. If the original artwork is no longer in my possession, I will advise the Meridian Arts Commission so that the image may be removed from the digital repository as a potential option for installation as a vinyl wrap.
-  D. Upon submission of artwork to the City of Meridian for consideration for inclusion in the digital repository, such submission is a public record, subject to the Idaho Public Records Act.
-  E. Artwork included in the digital repository may be removed from the repository, and/or the repository may be deleted or discontinued, without notice to the artist.
-  F. The City seeks to encourage artistic expression and public dialogue, but must simultaneously ensure that persons of diverse ages and perspectives feel welcome and comfortable in public spaces. To this end, only artwork meeting the eligibility standards described in the Call for Artists shall be included in the digital repository.

I acknowledge and understand, and submit my proposal subject to, each and all of these terms and conditions.

Signature: Rachel Linguist Date: 4/15/21



\* 3272 Clayton Pl. Boise 83704 \*208.863.7884 \* [rachel.linquist@gmail.com](mailto:rachel.linquist@gmail.com) \*Instagram.com/HenandChickArt

15 April 2021

Meridian Arts Commission  
33 East Broadway Ave Ste 206  
Meridian ID 83642

Dear Traffic Box Art Committee:

I would love to contribute my art through the traffic box program, to help lift the hearts of people of the area as mine has been lifted so often by the beautiful traffic boxes around Meridian.

I studied music education in college, and then became a stay at home mom when my son was born. I soon started a business making stuffed toys. I branched out to art dolls, and took some community education art classes to hone my skills. I selected a watercolor painting class, and found a new passion. I started a second business selling my art originals, prints and cards, which has been growing every year since.

I've been a member of the Treasure Valley Artist's Alliance for a decade and a member of the Idaho Watercolor Society for two years, through which I've shown my work numerous times. I have run my small business, with it's doll making and it's watercolor art branches, for 12 years without ever having a late order. I am a reliable and conscientious worker and will be able to fill the needs of this committee for this project.

Through my watercolor paintings, I express the joy I find in color and the natural world. I explore a small scene in time and sit with it, ferreting out the little pockets of beauty and color to emphasize in each piece, and create a bold and colorful end product. I would love to offer that to passersby of a busy intersection, and perhaps inspire a bit of kindness and joy in each passing motorist and pedestrian.

The pieces that I submit today include:

- Road Trip in the Mountains, watercolor on paper. This piece expresses the gorgeous views of the beautiful state of Idaho, incorporating mountains and pine trees, beautiful billowing clouds, and the curve of the highway. The journey is the destination.
- Three Pears in a Blue Bowl, watercolor on paper. Captured at the moment of perfect ripeness, these three yellow pears contrasted beautifully with the cobalt blue of the bowl. You can almost taste the pears!
- At the Keys, watercolor on paper. After a long day I love to sit at the piano and play my favorite songs. It calms me like nothing else, and makes me appreciate the joy that music (whether creating or listening) can bring to us all.

I'm eager to apply my skills to the city's public art collection. Thank you for this opportunity to add to the ever increasing beauty of Meridian!

Sincerely,  
Rachel Linquist, artist

**EXHIBIT C**  
***AT THE KEYS***





**ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT**

This ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Lupe Galvan, an individual person (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community, and to that end, the Meridian Arts Commission (“MAC”) issued the Call for Artists attached hereto as *Exhibit A*, seeking proposals for the inclusion of artwork in the Traffic Box Art Image Repository, a repository of images portraying artwork available for production of vinyl wraps to be installed on traffic signal boxes in Meridian as derivative works, with permission from the property owner Ada County Highway District, as part of the Traffic Box Community Art Project (“Project”), as a benefit to the public;

**WHEREAS**, Artist submitted a response to the Call for Artists, which response included the Application and Acknowledgments and letter of intent attached hereto as *Exhibit B*;

**WHEREAS**, on May 13, 2021, the Meridian Arts Commission reviewed the responses to the Call for Artists, recommended works appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, including the piece of art entitled *Deer at Dusk*, depicted in *Exhibit C* hereto (“Artwork”) submitted by Artist, and on June 15, 2021, Meridian City Council accepted such recommendation, creating the Traffic Box Art Image Repository via Resolution no. 21-2271;

**WHEREAS**, Artist wishes to participate in the Project by allowing the Artwork to be scanned and formatted in order to depict a derivative work of the Artwork on a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

**A. License; alterations.** Artist grants to City an irrevocable license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps (“Vinyl Wrap”), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in City’s sole discretion.

**B. Delivery of Artwork; purpose.** Artist shall allow City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, printing such image or portions thereof on the Vinyl Wrap, and installing the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist’s person, property, or interests. Insurance of original Artwork shall be in Artist’s sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

**C. Copyright.** Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. City shall maintain

the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.
2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Artist is creator of Artwork.** Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.
- E. Ownership.** City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as derivative works from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's sole discretion. Artist specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Artist for services rendered pursuant to this Agreement in the amount of six hundred dollars (\$600.00). This payment shall constitute full compensation from City to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Artist consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes.

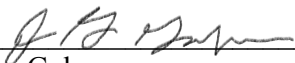
## **II. TERMS AND CONDITIONS**

- A. Acknowledgment.** Artist acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Artist shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Artist or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Artist is an independent contractor and is 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.

- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- 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 first written above.

**ARTIST:**

  
\_\_\_\_\_  
Lupe Galvan

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**Call for Artists: TRAFFIC BOX ART IMAGE REPOSITORY**

**OVERVIEW:**

The Meridian Arts Commission (MAC) seeks proposals of two-dimensional artwork to be added to a repository of images portraying artwork available for reproduction on a vinyl wrap to be installed on a traffic box in Meridian. As funding becomes available, MAC and/or a sponsoring partner may select a piece of artwork represented in the repository to reproduce as a vinyl wrap. Artwork included in the repository may not be selected for a traffic box wrap. A \$600 stipend shall be available for artists whose work is selected for reproduction as a vinyl wrap to be installed on a traffic box, following execution of, and pursuant to, a written agreement with the City of Meridian and scanning of the original artwork portrayed in the selected image by City or City’s selected vendor.

**ELIGIBILITY:**

This project is open to applicants regardless of race, gender, gender identity, sexual orientation, religion, nationality, or disability. The Traffic Box Art Image Repository is to include original artwork by artists who live or work in Idaho’s Treasure Valley, created using any medium, so long as it can be represented in a high-resolution digital image without loss of integrity or quality. No artwork will be included in the repository which does not meet the selection criteria. Artists whose work is selected for reproduction as a vinyl wrap will be required to enter into a written agreement with the City setting forth specific terms and conditions of inclusion. Each person may submit up to three (3) images for consideration; a maximum of two (2) images per person may be selected for inclusion in the repository. Incomplete or late submissions will be deemed ineligible and will not be considered.

**PROPOSAL REQUIREMENTS:**

An artist wishing to submit an image for inclusion in the digital repository must provide the following materials and information to MAC in order to be considered for inclusion in the digital repository:

- Completed, signed Traffic Box Art Image Repository Application & Acknowledgements form;
- Descriptions of artwork submitted (which may be used on the online Digital Public Art Map and/or in posted descriptions of completed boxes), approx. 2-3 sentences per artwork, in .pdf format;
- Biography of the artist (or artist statement), must fit on one-page, in .pdf format; and
- Up to three (3) digital images of original artwork proposed for inclusion in the digital repository, image file names must include artist’s last name and artwork title.

E-mailed submissions may be sent to [mac@meridiancity.org](mailto:mac@meridiancity.org): documents must be .PDF and artwork images must be .JPG format. Hard copy materials (printed on 20 lb paper) may be submitted via U.S. Mail or in-person delivery, addressed to:

Meridian Arts Commission  
33 East Broadway Avenue Ste 206  
Meridian ID 83642

**DEADLINE:**

This call shall be open until 11:59 p.m. on Thursday, April 15, 2021.

**SELECTION PROCESS:**

The selection of art for inclusion in the digital repository will be made by MAC. MAC will notify selectees by email by May 17, 2021. In evaluating eligible proposals, the following factors will be considered and scored out of a total 100 points possible:

- Quality of work (30 points);
- Consistency with City policy and community values (30 points);
- Contribution to aesthetic and cultural atmosphere of the Meridian community (30 points); and
- Suitability of design and concept for a traffic box wrapping (10 points).

Artwork will be deemed inappropriate which portrays: content which violates copyright or other known legal ownership interest, profanity, obscenity, indecency, violence, pornography; discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or nationality; defamation or personal attacks.

**CONTACT MAC:**

Questions regarding this Call for Artists may be sent via e-mail to [mac@meridiancity.org](mailto:mac@meridiancity.org).



**EXHIBIT B**  
**APPLICATION MATERIALS**

Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY

Applicant: J. Lupe Galvan
E-mail address: lupeglvn@gmail.com
Mailing address: 12 S Cypress St Boise ID 83705
Physical address: 12 S Cypress St Boise ID 83705
Applicant phone: Day: 208-985-3648 Cell:
Where did you hear about this opportunity?: Alexa Rose Foundation
Image title(s): 1. Deer at Dusk
2. Sawtooths
3. Pronghorn

I hereby acknowledge the following stipulations and agree that if one of the images listed above is selected for inclusion in the Traffic Box Art Digital Repository, such inclusion shall occur subject to these general terms and conditions, as well as subject to other specific terms and conditions that shall be set forth in a separate, written Acceptance Agreement between myself and the City of Meridian. I specifically acknowledge and agree that:

- A. All artwork submitted with this proposal for consideration for inclusion in the digital repository is original work that I myself conceived and created in all respects.
B. Before work represented in the digital repository may be installed as a vinyl traffic box wrap, I will be required to enter into a written agreement with the City of Meridian establishing the specific terms and conditions of such installation. No entitlement will issue or attach prior to negotiation and execution of such agreement.
C. Before work represented in the repository may be installed as a vinyl traffic box wrap, I will be required to provide the original artwork from which the image was taken. If the original artwork is no longer in my possession, I will advise the Meridian Arts Commission so that the image may be removed from the digital repository as a potential option for installation as a vinyl wrap.
D. Upon submission of artwork to the City of Meridian for consideration for inclusion in the digital repository, such submission is a public record, subject to the Idaho Public Records Act.
E. Artwork included in the digital repository may be removed from the repository, and/or the repository may be deleted or discontinued, without notice to the artist.
F. The City seeks to encourage artistic expression and public dialogue, but must simultaneously ensure that persons of diverse ages and perspectives feel welcome and comfortable in public spaces. To this end, only artwork meeting the eligibility standards described in the Call for Artists shall be included in the digital repository.

I acknowledge and understand, and submit my proposal subject to, each and all of these terms and conditions.

Signature: [Handwritten Signature] Date: 3/29/21

Born in 1981, I grew up in rural Idaho among the farm lands of the Snake River valley. I earned my BFA in Illustration from Boise State in 2006 and an MFA from The New York Academy of Art in 2009. I live and work in Boise, I am interested in figurative painting, Plein Air Landscape and Illustration.

## TRAFFIC BOX ART IMAGE REPOSITORY

Deer At Dusk: Original is a mixed media drawing. Two Mule deer running at Dusk - stylized background inspired by 19th Century Impressionist Posters.

Sawtooths: A Digital Drawing of the Sawtooths, it is inspired by Japanese Block Print Styles. It was created using about 20 layers including scans of actual paper for texture, gradients and overlays.

Pronghorn: From the original oil painting, it is a depiction of Pronghorn Running. As a child seeing pronghorn run in distant fields was a common sight.



**EXHIBIT C**  
***DEER AT DUSK***





## AGENDA ITEM

**ITEM TOPIC:** First Addendum to Professional Services Agreement Between the City of Meridian and Sensus USA Inc. for Monitoring and Data Collection

# MERIDIAN IDAHO Public Works Department

Mayor Robert Simison  
**City Council Members:**  
Joe Borton  
Luke Cavener  
Treg Bernt  
Liz Strader  
Jessica Perreault  
Brad Hoaglund

**TO:** Mayor Robert Simison  
Members of the City Council

**FROM:** Laurelei McVey, Deputy Director Utility Operations

**DATE:** 6/28/2021

**SUBJECT:** Consent Agenda Item:  
Sensus Professional Services Agreement Addendum #1

---

### I. RECOMMENDED ACTION

Item to be placed on Consent Agenda with the recommendation that the Mayor sign and the clerk attest.

### II. DEPARTMENT CONTACT PERSONS

Laurelei McVey, Deputy Director Utility Operations 985-1259

### III. DESCRIPTION

In May 2018, the City entered into a Professional Services Agreement (PSA) with Sensus, the primary manufacturer of the City’s water meters to study, quantify, and mitigate a potential warranty issue with a certain type of meter manufactured over a specific period. Over the past three years, the City and Sensus worked collaboratively to monitor and resolve this potential meter issue.

This addendum finalizes the term of the original PSA. Addendum #1 officially transfers permanent ownership of the meter reading tower equipment (base station) and MXUs (meter reading transmitters) to the City. These were purchased and installed at the sole cost of Sensus in 2018. Addendum #1 also provides the City with a full 20-year warranty for any remaining meters (from the potentially suspect manufacturing period) that are still installed in the City’s system. Monitoring of these meters over the past three years indicate low failure rates. However, if these meters fail before their expected lifespan they will be replaced under a full warranty.

Approved for Council Agenda: \_\_\_\_\_  Date 6/28/2021

**FIRST ADDENDUM to PROFESSIONAL SERVICES AGREEMENT FOR MONITORING AND DATA COLLECTION**

This FIRST ADDENDUM to PROFESSIONAL SERVICES AGREEMENT FOR MONITORING AND DATA COLLECTION (“First Addendum”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Sensus USA Inc., a Delaware corporation whose address is 8601 Six Forks Rd., Suite 700, Raleigh NC 27516 (“Sensus”), and the City of Meridian, Idaho, a municipal corporation organized under the laws of the state of Idaho (“City”).

**WHEREAS**, on May 22, 2018, Sensus and City entered into a Professional Services Agreement for Monitoring and Data Collection (“May 22, 2018 Agreement”), for the purpose of studying, quantifying, and mitigating a warranty issue identified in some iPERL Meters operating within Meridian; and

**WHEREAS**, Sensus and City are mutually interested in resolving such issue;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and Sensus agree as follows:

**I. SECTION 2(a).** Section 2(a) of the May 22, 2018 Agreement shall be amended to read as follows:

a. Flexnet Infrastructure and training. In order to monitor iPERL meters manufactured prior to July 2014, Sensus has provided and installed in Meridian approximately 3,750 Dual port 520M SmartPoint modules, approximately one hundred fifty (150) single port 520M SmartPoint Modules, and an M400 Base Stations (collectively “Flexnet Infrastructure”). Sensus hereby conveys to City, and City hereby accepts ownership of, the Flexnet Infrastructure. Contingent on appropriation, it is City’s intent to install two (2) additional M400 base stations within twenty-four (24) months in order to maximize meter performance monitoring capacity. Sensus shall train the Meridian staff regarding how to identify and track meter performance using the Flexnet Infrastructure.

**II. SECTION 2(e).** Section 2(e) of the May 22, 2018 Agreement shall be amended to read as follows:

e. Warranty. Sensus’s standard G500 limited warranty, attached hereto as Exhibit A, will apply to all Replacement Meters, and to each and all of the 6,831 of the iPERL meters manufactured between 2010 and 2014 and installed in Meridian. Such warranty shall be applicable for twenty (20) years from date of shipment.

**III. MAY 22, 2018 AGREEMENT FULLY IN EFFECT.** The intent and effect of this First Addendum is to amend sections 2(a) and 2(e) of the May 22, 2018 Agreement. Except as expressly set forth herein, this Addendum does not otherwise modify or alter any term or condition of the May 22, 2018 Agreement in any way. The May 22, 2018 Agreement



remains in full effect, and all terms and conditions thereof are incorporated in this First Addendum as though fully set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Addendum on the Effective Date written above.

**SENSUS USA INC.**

By: *Tim Harriger*  
Tim Harriger (Jun 25, 2021 16:38 EDT)  
Name: Tim Harriger  
Title: VP Sales, NA Water

**CITY OF MERIDIAN:**

\_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk






# 6-7-21 First Addendum to PSA with Sensus for Monitoring and Data Collection

Final Audit Report

2021-06-25

Created:	2021-06-25
By:	Trena Simmons (trena.simmons@xyleminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALYsA4ojleJkgS8XHO-XVez7jCXcJR9DL

## "6-7-21 First Addendum to PSA with Sensus for Monitoring and Data Collection" History

-  Document created by Trena Simmons (trena.simmons@xyleminc.com)  
2021-06-25 - 8:32:03 PM GMT- IP address: 4.34.229.34
-  Document emailed to Tim Harriger (tim.harriger@xylem.com) for signature  
2021-06-25 - 8:32:46 PM GMT
-  Email viewed by Tim Harriger (tim.harriger@xylem.com)  
2021-06-25 - 8:37:27 PM GMT- IP address: 170.205.158.13
-  Document e-signed by Tim Harriger (tim.harriger@xylem.com)  
Signature Date: 2021-06-25 - 8:38:05 PM GMT - Time Source: server- IP address: 170.205.158.13
-  Agreement completed.  
2021-06-25 - 8:38:05 PM GMT



## AGENDA ITEM

**ITEM TOPIC:** Professional Service Agreements for West Ada School District Student Artwork for Traffic Box Community Art Project 2021 Series

**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK  
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Jose Ochoa or Monica Ochoa, (“Contractor”), an individual person and parent or legal guardian of Viviana Ochoa, a minor child (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

**WHEREAS**, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*The Art Within Words*” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

**WHEREAS**, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

- A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.
- C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the



Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

## **II. TERMS AND CONDITIONS**

- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is 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 Contractor and City or any official, agent, or employee of City.

- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- 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 first written above.

**CONTACTOR:**

**ARTIST:**

Jose Gal Ochoa.  
 Jose Ochoa or Monica Ochoa  
 Parent or Guardian of Viviana Ochoa

Viviana Marie Ochoa  
 Viviana Ochoa

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
 Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
 Chris Johnson, City Clerk

**EXHIBIT A**  
***VIVIANA OCHOA***



**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK  
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Heather Schumacher, (“Contractor”), an individual person and parent or legal guardian of Sienna Meuser, a minor child (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

**WHEREAS**, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Lily Pads*,” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

**WHEREAS**, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

**A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

**B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.

**C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the



Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

## **II. TERMS AND CONDITIONS**


- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is 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 Contractor and City or any official, agent, or employee of City.


- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- 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 first written above.

**CONTACTOR:**

**ARTIST:**

  
 \_\_\_\_\_  
 Heather Schumacher  
 Parent or Guardian of Sienna Meuser

  
 \_\_\_\_\_  
 Sienna Meuser

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
 Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
 Chris Johnson, City Clerk

**EXHIBIT A**  
***SIENNA MEUSER***





**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK  
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Jennifer Delfin, (“Contractor”), an individual person and parent or legal guardian of Emery Grace Delfin, a minor child (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

**WHEREAS**, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Childish Dreams*,” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

**WHEREAS**, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

**A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

**B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.

**C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the



Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

## **II. TERMS AND CONDITIONS**

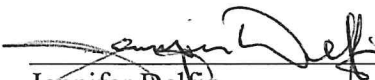
- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is 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 Contractor and City or any official, agent, or employee of City.

- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- 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 first written above.

**CONTACTOR:**

**ARTIST:**

  
 \_\_\_\_\_  
 Jennifer Delfin  
 Parent or Guardian of Emery Grace Delfin

  
 \_\_\_\_\_  
 Emery Grace Delfin

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
 Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
 Chris Johnson, City Clerk

# EXHIBIT A *EMERY GRACE DELFIN*



**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK  
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Anissa Bramlet, (“Contractor”), an individual person and parent or legal guardian of Carissa Bramlet, a minor child (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

**WHEREAS**, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Winter Tree and Me,*” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

**WHEREAS**, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

- A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.
- C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the



Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

## **II. TERMS AND CONDITIONS**


- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is 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 Contractor and City or any official, agent, or employee of City.

- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- 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 first written above.

**CONTACTOR:**

**ARTIST:**

  
 \_\_\_\_\_  
 Anissa Bramlet  
 Parent or Guardian of Carissa Bramlet

  
 \_\_\_\_\_  
 Carissa Bramlet

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
 Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
 Chris Johnson, City Clerk

**EXHIBIT A**  
***CARISSA BRAMLET***



**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK  
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Rob Bauman or Debbie Bauman, (“Contractor”), an individual person and parent or legal guardian of Gabby Bauman, a minor child (“Artist”).

**WHEREAS**, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

**WHEREAS**, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Art as an Escape*,” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

**WHEREAS**, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

**I. SCOPE.**

**A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

**B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.

**C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the



Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

## **II. TERMS AND CONDITIONS**

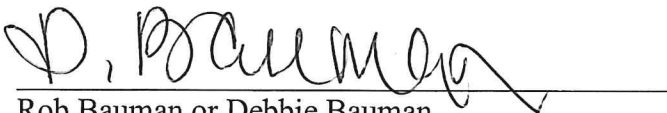
- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is 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 Contractor and City or any official, agent, or employee of City.

- 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. 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. **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.** 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. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- 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 first written above.

**CONTACTOR:**

**ARTIST:**

  
 \_\_\_\_\_  
 Rob Bauman or Debbie Bauman  
 Parent or Guardian of Gabby Bauman

  
 \_\_\_\_\_  
 Gabby Bauman

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
 Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
 Chris Johnson, City Clerk

**EXHIBIT A**  
**GABBY BAUMAN**





## AGENDA ITEM

**ITEM TOPIC:** Subrecipient Agreement Between City of Meridian and NeighborWorks Boise for Program Year 2019 Community Development Block Grant Funds



**SUBRECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN  
AND NEIGHBORHOOD HOUSING SERVICES, INC. DBA NEIGHBORWORKS® BOISE  
FOR PROGRAM YEAR 2019 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Subrecipient Agreement is entered into this 28 day of June, 2021 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Neighborhood Housing Services, Inc. dba NeighborWorks® Boise, a nonprofit charitable corporation organized under the laws of the state of Idaho ("Subrecipient").

**WHEREAS**, City is an entitlement community, and as such has applied for, and been granted authority to receive funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, *i.e.*, Community Development Block Grant ("CDBG") funds; and

**WHEREAS**, the City wishes to engage Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with the requirements of 24 CFR Part 570 and 2 CFR Part 200, and all other federal, state, and local laws, statutes, regulations and/or requirements; and

**WHEREAS**, City and Subrecipient wish to enter into a cooperative agreement for the investment of CDBG funds from Program Year 2019 ("PY19"); and

**WHEREAS**, it is acknowledged by the Parties that although Congress has signed an appropriation bill committing the funds set forth in this Agreement, and HUD has notified City of its apportionment and approved the City's Action Plan, availability of CDBG funds to City, and thus to Subrecipient, is subject to Congressional release of such funds to HUD and HUD's release of such funds to City; and that City's obligation to provide funding to Subrecipient under this Agreement is provisional, pending the availability of such funds;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. STATEMENT OF WORK**

- A. Activities.** Subrecipient shall use City's PY19 CDBG funds in an amount not to exceed thirty-nine thousand fifty-two dollars and ninety cents (\$39,052.90). Subrecipient will be responsible for providing homeownership assistance to eligible households, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. This project is eligible under 13B (Homeownership Assistance). CDBG Funds will be used to reimburse for up to 50 percent of required down payment, to subsidize interest and/or mortgage principal amounts, and/or reasonable closing costs. The primary administrative office is located at 3380 W. Americana Terrace Suite 120, Boise. See Attachment 1 for a map of the service location.
- B. National Objective.** Subrecipient certifies that the activities carried out using the City's CDBG funds provided by City under this Agreement will meet one or more of the CDBG program's National Objectives as defined in 24 CFR § 570.208(a)(3)(iii).

- C. Level of Service.** Subrecipient's activities under this Agreement shall provide at least one (1) total Units of Service over the term of this Agreement. For the purposes of this Agreement, "Units of Service" shall be defined as "low- to moderate-income household in City limits." Subrecipient shall verify that the household income of clientele served by City's CDBG funds, as defined in 24 CFR § 5.609, does not exceed the maximum limits as determined by the U.S. Department of Housing and Urban Development. The current income guidelines are located in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>.
- D. Staffing.** Subrecipient agrees to provide the City with an Hourly Billing Rate worksheet and job description for each staff member that will be paid using CDBG funds prior to Subrecipient's initial reimbursement request.
- E. Project schedule.** Subrecipient shall submit a signed, dated, and detailed Project Schedule. The Project Schedule must indicate the start and end dates for different project elements. The Project Schedule shall be submitted as a companion document with this Agreement. A revised Project Schedule shall be submitted when delays of thirty (30) days or more are anticipated or experienced.
- F. Special Conditions.**
1. Subrecipient understands and agrees that the allocation of CDBG funds may be used to provide services and programs only to City of Meridian residents. If applicable, Subrecipient shall verify that any and all persons who receive funds granted to Subrecipient pursuant to this Agreement ("Client") a) reside within the city limits of Meridian, Idaho and b) meet the current CDBG income eligibility guidelines. Subrecipient must deem any Client who does not meet the above requirements to be ineligible to receive CDBG funds and shall suspend use of federal funds for the Client.
  2. Subrecipient certifies that Subrecipient is in compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements.
  3. City reserves the right to make unannounced visits to Subrecipient's location in order to verify compliance with all program requirements.
  4. If applicable, Subrecipient may utilize the Determining Annual Household Income form located in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/> to determine annual household income of any or all Clients based on CDBG criteria.
- G. Time of performance.** Services of Subrecipient shall start on or after July 1, 2021 and end on September 30, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

## **II. SUBRECIPIENT'S ADMINISTRATIVE REQUIREMENTS**

- A. General Compliance.** Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these

regulations, except that (1) Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52, and all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. A copy of the Environmental Review Record is included as Attachment 5.

- B. Uniform administrative requirements.** Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR § 570.502.
- C. Performance monitoring.** City will monitor the performance of Subrecipient against goals and performance measures as set forth herein. Performance monitoring shall include City's review of Subrecipient's submitted documents for accuracy and completion, as well as a risk analysis that will determine if the City will conduct a desk review and/or an on-site visit from City's Community Development Program Coordinator to review the completeness and accuracy of records maintained. A copy of the risk analysis for Neighborhood Housing Services, Inc. dba NeighborWorks® Boise is included as Attachment 2.

Substandard performance as determined by City shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within fourteen days (14) after being notified by City, City shall initiate termination procedures.

Additionally, Subrecipient will be allowed no more than three noncompliance performance standards throughout the contract. Noncompliance includes, but is not limited to: missing a deadline, providing inaccurate monthly data, delinquent progress report submission, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter of noncompliance; and the third will result in a formal letter notifying Subrecipient that Subrecipient is not eligible to request funding for the following grant cycle. City may share Subrecipient performance and monitoring results with other local CDBG grantees and/or agencies who are providing funding to Subrecipient.

- D. Budget.** Subrecipient shall adhere to the budget included as Attachment 6. Subrecipient shall obtain written approval from City prior to any change in use of funds.
- E. Progress Reports.** Based on the results of Subrecipient's risk analysis, Subrecipient shall submit progress reports monthly via the City's online portal. Instructions on submitting progress reports are located in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>. Progress reports will be due 10 days after the last day of the reporting period. If Progress Reports are delinquent, reimbursement requests will not be processed until the delinquency is cured. Subrecipient must timely submit Progress Reports even if no activities are conducted within the reporting period.
- F. Supplementation of other funds.** Subrecipient agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
- G. Client Data.** If applicable, subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, race, ethnicity, and description

of service provided. Such information shall be made available for review upon City's request. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City or Subrecipient's responsibilities under this Agreement, is prohibited by the Financial Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

- H. Closeout.** Subrecipient's obligation to City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but shall not be limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including program income.
- I. Audits and inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City, HUD or its agent, or other authorized federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Any deficiencies noted in audit reports must be fully repaired by Subrecipient within thirty (30) days after receipt of such report by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient shall comply with 2 CFR § 200.501, which requires that all non-Federal entities that expend \$750,000 or more in Federal awards, in one year, have a single or program-specific audit.
- J. Suspension and Debarment.** Pursuant to 2 CFR Part 180 and 2 CFR Part 200, Appendix II, section (H), Subrecipient is prohibited from contracting with any party that is suspended or debarred, i.e., listed on the governmentwide exclusions in the System for Award Management.
- K. Payment Procedures.**
- 1. Indirect Costs.** The City will only reimburse Subrecipient for indirect costs that have been previously approved, in writing, by the Community Development Program Coordinator.
  - 2. Payment Procedures.** City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by City in accordance with advance fund and program income balances available in Subrecipient's accounts. In addition, City reserves the right to liquidate funds available under this Agreement for costs incurred by City on behalf of Subrecipient.
  - 3. Reimbursement requests.** It is expressly agreed and understood that the total amount to be paid by City under this Agreement shall not exceed thirty-nine thousand fifty-two dollars and ninety cents (\$39,052.90). City will not accept or process reimbursement requests prior to City's reception of Congressional Release of Funds; the Community Development



Program Coordinator shall notify Subrecipient of such release and the opportunity to submit reimbursement requests. Reimbursement requests for the payment of eligible expenses shall be made against the activity specified, in accordance with performance, and as expenses are incurred by Subrecipient. Reimbursement requests shall only be accepted via the City's online portal and must be completed in full to be processed. Instructions to submit reimbursement requests are located in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>. All reimbursement requests are to be submitted as needed in coordination with the Community Development Program Coordinator. Reimbursement requests shall include the following: transaction detail completed for the relevant draw request period and proof of payment by Subrecipient (such as copy of check and bank transaction information showing payment of check, copy of receipt of payment by contractor or subcontractor, and/or other relevant documentation of payment). Reimbursement requests must be submitted within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request. Subrecipient's final reimbursement request under this Agreement must be submitted by Subrecipient no later than October 30, 2021 and must include a Closeout Certification form which can be found in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>. Subrecipient shall forfeit reimbursement for any costs not requested within the timeframes set forth in this provision, unless otherwise authorized, in writing, by City.

1. **Reversion of assets to City.** Pursuant to 24 CFR § 570.503(b)(7), upon expiration or termination of this Agreement, Subrecipient shall transfer to City any and all CDBG funds on hand at the time of expiration and any and all accounts receivable attributable to the use of CDBG funds.
  2. **DUNS number.** Subrecipient shall comply with requirements established by the Office of Management and Budget ("OMB") concerning the Dun and Bradstreet Data Universal Numbering System ("DUNS"), the Central Contractor Registration database, the System for Award Management ("SAM") and the Federal Funding Accountability and Transparency Act, including Appendix A to 2 CFR part 25, and 2 CFR § 170.320.
- L. Documentation required prior to real estate transactions.** Where City's CDBG funds are used for real estate acquisition, as early as practicable, and not less than two (2) weeks prior to the completion of each transaction, Subrecipient shall provide the address of real property under consideration to City for floodplain and related environmental review. Failure to provide the address of the housing unit under consideration in advance of the anticipated close date may result in added expenses for the beneficiary or Subrecipient, or refusal of reimbursement by City. Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved, rented, or sold.
- M. Housing Affordability.** Where the City's CDBG funds are used for homeownership assistance, the housing must qualify as affordable per Section 215 of the National Affordable Housing Act.
- N. National Objectives met for five (5) years.** Pursuant to 24 CFR § 570.503(b)(7)(i), real property that is acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives until five (5) years after expiration of this Agreement. If the use of the CDBG-assisted real property fails to

meet a CDBG National Objective for this prescribed period of time, Subrecipient shall pay City an amount equal to the current market value of the property, less any portion of the value attributed to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment shall constitute program income to City. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

- O. Compliance with procurement policies.** Subrecipient shall comply with current Federal, State, and City policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided hereunder.
- P. Sale of equipment.** In all cases in which equipment acquired in whole or in part with funds under this Agreement is sold, the proceeds shall be program income, prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment purchased with funds received under this Agreement but not needed by Subrecipient for activities under this Agreement shall be (a) transferred to City for the CDBG program or (b) retained after compensating City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.
- Q. Program income.**
- 1. Remittance at end of program year.** Pursuant to 24 CFR § 570.503(b)(3) and Pursuant to 24 CFR § 570.504(c), at the end of the program year, the City may require remittance of all or part of any program income balances, including investments thereof, held by Subrecipient, except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs.
  - 2. Recording program income.** Pursuant to 24 CFR § 570.504(a), the receipt and expenditure of program income shall be recorded as part of the financial transactions of the grant program.
  - 3. Disposition if received before closeout.** Pursuant to 24 CFR § 570.504(b)(1), program income received before grant closeout may be retained by the recipient if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds, and will be subject to all provisions of Pursuant to 24 CFR §§ 570.504(b) and (c), both prior to and upon closeout.

**R. Records and reports.**

- 1. Records to be maintained.** In addition to specific records mentioned in this Agreement, Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including, but not limited to, those required by the Federal regulations specified in 2 CFR § 200.302(b) and 24 CFR § 570.506, including:
  - a. Full descriptions and records of each activity undertaken;
  - b. Records related to activities meeting the National Objectives;
  - c. Records required to determine the eligibility of activities for CDBG funding;
  - d. Records required to document the acquisition, improvement, use or disposition of real

- property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records, as required by 570.506(h); and
- g. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

**2. Records retention.** Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, defined as the date of the submission of City's final annual performance and evaluation report to HUD. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. If, prior to the expiration of the five-year period, any litigation, claims, audits, negotiations or other actions begin that involve any of the records cited, such records shall be retained until completion of the actions and resolutions of all issues, or the expiration of the five-year period, whichever occurs later.

### **III. EMPLOYMENT AND LABOR CONDITION REQUIREMENTS**

- A. Equal Employment Opportunity.** Per 2 CFR Part 200, Appendix II, section (C) and 41 CFR § 60-1.4(b), the equal opportunity clause set forth in 41 CFR § 60-1.4(b) is incorporated herein by reference, and shall apply as though set forth fully herein.
- B. Civil Rights Act.** Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375 and 12086, and 24 CFR §§ 570.601 and 570.602. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- C. Nondiscrimination.** Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (24 CFR § 6) are also applicable. Subrecipient will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- D. ADA Section 504.** Subrecipient agrees to comply with Federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), which prohibits discrimination against the handicapped in any federally assisted activities. City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

- E. Small, Women- and Minority-Owned Businesses.** Per 2 CFR § 200.321, Subrecipient must take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used when possible
- F. Affirmative Action.** Subrecipient agrees that it shall be committed to carry out pursuant to City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- G. Notice to workers.** Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- H. Solicitations for employment.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- I. Drug Free Workplace.** Subrecipient certifies it is in compliance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) which requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drugfree workplaces. Each potential recipient must certify that it will comply with drugfree workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.
- J. Faith-based organizations.** Pursuant to 24 CFR § 570.200(j), if Subrecipient is a faith-based organization, Subrecipient agrees to expend funds provided under this Agreement in accordance with 24 CFR § 5.109.
- K. Labor standards.** Per 2 CFR Part 200, Appendix II, section (D), Subrecipient agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as amended. In accordance with the statute, Subrecipient or Subrecipient's subcontractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages as specified in a wage determination made by the Secretary of Labor. In addition, Subrecipient or Subrecipient's subcontractor must be required to pay wages not less than once a week. Subrecipient must include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Further, the provisions of Agreement Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), under which Subrecipient or Subrecipient's subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipient further acknowledges and agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement shall comply with Federal



requirements pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient or its subcontractors of its obligation, if any, to require payment of the higher wage. Per 2 CFR Part 200, Appendix II, section (E), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) applies to contracts in excess of \$100,000.

- L. Conflicts of interest; nepotism.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611. Further, no person who exercises or has exercised any function or responsibility with respect to CDBG-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in activities funded under this Agreement, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.
- M. Rights to Inventions.** Per 2 CFR Part 200, Appendix II, section (F), if Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work, Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- N. Lobbying; political activities.** Subrecipient hereby certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

Subrecipient will require that the following language be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly: “This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

The foregoing certification is a material representation of fact upon which reliance is placed by City. Per 31 U.S.C. § 1352 and 2 CFR Part 200, Appendix II, section (I), submission of this certification may be a prerequisite for making or entering into this transaction. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engage in the conduct of political activities in violation of the Hatch Act (Title V, Chapter 15, U.S.C.).

**O. Section 3 of the Housing and Urban Development Act of 1968.**

1. **Compliance.** Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701) (“Section 3”), the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and shall be binding upon City and any contractors and/or subcontractors. Section 3 will apply to a project if there is over \$200,000 of HUD housing and community development financial assistance to the project (or \$100,000 of Lead Hazard or Healthy Homes funding). Failure to fulfill these requirements shall subject City, Subrecipient and any of Subrecipient’s contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
2. **Subcontract language.** Subrecipient further agrees to include the CDBG Supplemental General Conditions in all applicable subcontracts executed under this Agreement. The CDBG Supplemental Conditions can be found in Attachment 7 (if applicable) and includes the Section 3 requirements located at 24 CFR Part 75.19.
3. **Employment of low- and very-low-income persons.** Subrecipient further agrees to ensure that opportunities for training and employment arising in connections with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low and very-low income person residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area of the neighborhood in which the project is located, and to low and very low income participants in other HUD programs. Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
4. **Notifications.** Subrecipient agrees to send to each labor organization or representative of

workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

5. **Subcontracts.** Subrecipient will include this Section 3 clause in every applicable subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### **IV. ENVIRONMENTAL CONDITIONS**

No funds will be released until City conducts an environmental assessment and makes a determination of "No Significant Impact" in compliance with 24 CFR Part 58 and other federal, state, and local laws and regulations. If applicable, the City will issue a Notice to Proceed once the environmental review is completed and is accepted by the City and/or HUD.

- A. **Air and Water.** Subrecipient specifically agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:
1. Clean Air Act, 42 U.S.C. §§ 7401, *et seq.* and 2 CFR Part 200, Appendix II, section (G).
  2. Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, relating to inspection, monitoring, entry reports, and information, as well as other requirements specified in said Act, and all regulations and guidelines issued thereunder.
  3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50.
- B. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained, and shall assure compliance with Title 10, Chapter 6, Meridian City Code, as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations, 24 CFR Part 35, implementing Title X of the Housing and Community Development Act of 1992. These regulations revise the CDBG lead based paint requirements under 24 CFR § 570.608. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under seven. The notice must also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a

property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- D. Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) and the procedures set forth in 36 CFR Part 800, Advisor Council on Historic Preservation Procedures for Protection of Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years or older or that are included on a Federal, state or local historic property list.

## **V. GENERAL CONDITIONS**

- A. Appropriation.** It is acknowledged by the Parties that although Congress has signed an appropriation bill committing the funds set forth in this Agreement, and HUD has notified City of its apportionment and approved the City's Action Plan, availability of CDBG funds to City, and thus to Subrecipient, is subject to Congressional release of such funds to HUD and HUD's release of such funds to City. Unless and until HUD releases the funds, City shall have no contractual, legal, or equitable obligation to Subrecipient. In the event that CDBG funds are not made available to City, whether by Congress or by HUD, this Agreement shall be void, and City shall have no obligation to Subrecipient, whether under this Agreement or under any legal or equitable claim.

- B. Notices.** All notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

**If to City:**

City of Meridian  
Attn: Crystal Campbell, Community  
Development Program Coordinator  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**If to Subrecipient:**

Neighborhood Housing Services, Inc. dba  
NeighborWorks® Boise  
ATTN: Bud Compher, CEO  
3380 W. Americana Terrace Suite 120  
Boise, ID 83706

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

- C. Compliance with laws.** Subrecipient agrees to comply with HUD regulations concerning CDBG funds, including, but not limited to, 24 CFR Part 570 and subpart K of such regulations. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, except that: (1) Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR § 570.604; and (2) Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.
- D. Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement. City shall provide no benefits or insurance coverage whatsoever to Subrecipient and/or to its agents.



- E. Indemnity.** Subrecipient, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, and all participants in Subrecipient's programming, shall hold harmless, defend and indemnify City from and for all such losses, claims, actions, and/or judgments for damages or injury to persons or property and/or losses and expenses caused or incurred by Subrecipient and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, and participants in its programming, and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by Subrecipient and/or Subrecipient's employees, agents, contractors, subcontractors, officials, officers, servants, guests, invitees, participants, and/or volunteers and resulting in and/or attributable to personal injury, death, and/or damage and/or destruction to tangible or intangible property.
- F. Workers' Compensation.** Subrecipient shall maintain workers' compensation insurance coverage, in the amount required by Idaho law, for all employees involved in the performance of this Agreement.
- G. Insurance.** Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. At a minimum, Subrecipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with CDBG funds as provided to property owned by the non-Federal entity. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold as defined in 41 U.S.C. 134 and Appendix II, section (A), Subrecipient must comply with bonding requirements set forth in 2 CFR § 200.325.
- H. Grantee Recognition.** Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- I. Amendments.** The parties hereto may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release either party from its obligations under this Agreement. City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.
- J. Termination (see 2 CFR Part 200, Appendix II, section (B)).**
- 1. Termination for convenience.** Either party may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to the other party of such termination and specifying the effective date thereof.

2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
  - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  - b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission of reports that are incorrect or incomplete in any material respect.

Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have fourteen (14) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Subrecipient ineligible for any further participation in City CDBG programming.

3. **Work completed.** In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, drawings, photographs, reports, and/or other materials that are the property of and prepared by Subrecipient under this Agreement shall become the property of City, and Subrecipient shall provide same within seven (7) days of City's demand therefor. Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

**K. Assignment.** Subrecipient shall not assign or transfer any interest in this agreement without prior written consent of City; provided, however, that claims for money due or to become due to Subrecipient from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any assignment or transfer shall be furnished promptly to City.

**L. Subcontractors.**

1. **City must approve.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of City. All subcontracts entered into in the performance of this Agreement shall be awarded pursuant to any applicable provisions of the City Purchasing Policy and/or local, state, or federal laws.
2. **Monitoring.** Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
3. **Subcontract content.** Subrecipient shall cause all provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance

of this Agreement. Specifically, without limitation, Subrecipient shall include the provisions of this Agreement regarding Civil Rights and Affirmative Action in every subcontract or purchase order, specifically or by reference, to ensure that such provisions will be binding upon all subcontractors.

4. **Documentation.** Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

**M. Relocation, real property acquisition, and one-for-one housing replacement.** Subrecipient agrees specifically, without limitation, to comply with:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
2. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under 24 CFR part 42, subpart B; and
3. The requirements in 24 CFR 570.606(d) governing optional relocation policies.

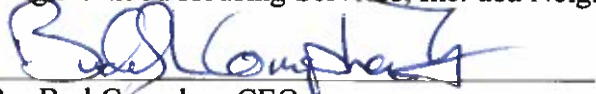
Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

- N. No contractual impediments.** Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.
- O. Severability.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- P. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- Q. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- R. Attachments.** All attachments and/or exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- S. Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and Subrecipient.

**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.

**SUBRECIPIENT:**

Neighborhood Housing Services, Inc. dba NeighborWorks® Boise



By: Bud Compher, CEO

**CITY:**

City of Meridian

Attest:

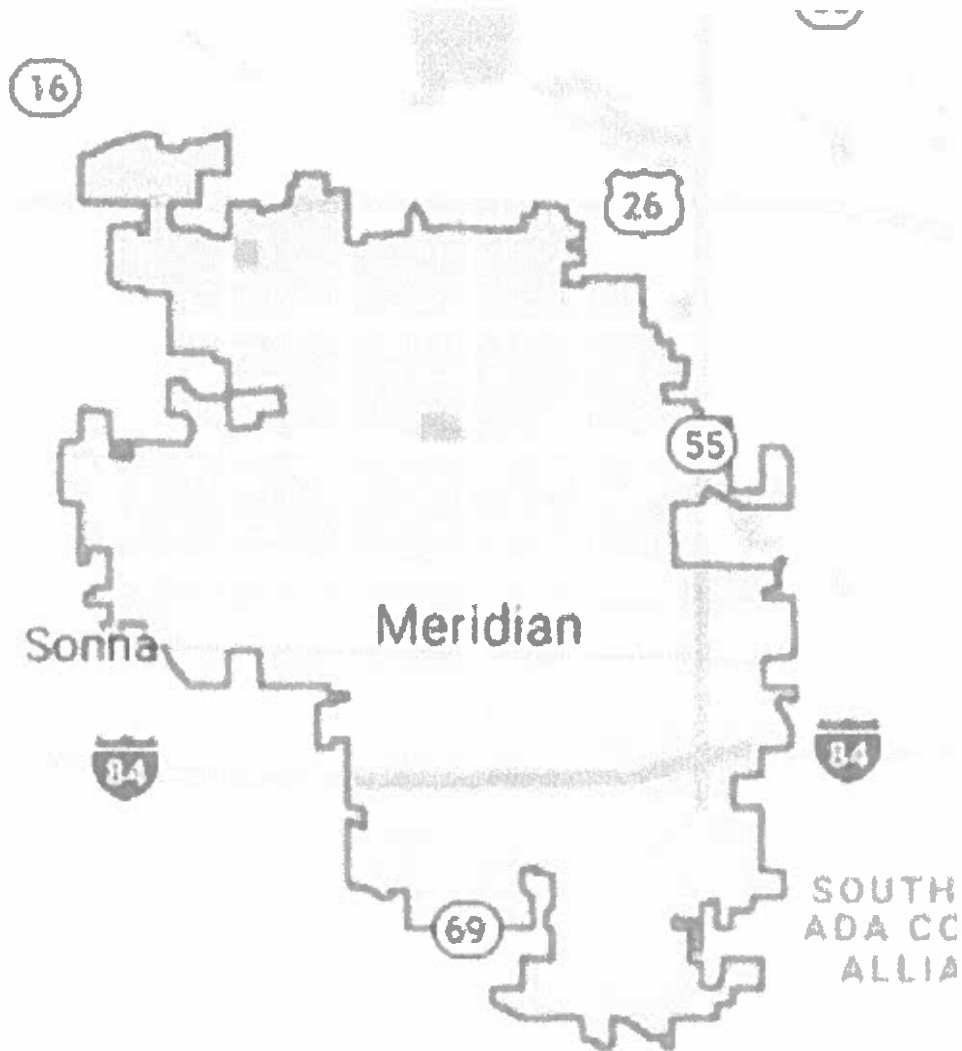
\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
By: Chris Johnson, City Clerk



**Attachment 1: Location of Service Area**

To verify specific addresses, please view the City of Meridian Current Zoning Map at <https://meridiancity.org/planning/current/zoningmap>.



### Attachment 2: Risk Analysis

#### Risk Analysis Worksheet

This document is used to analyze the risk of the program to determine the level of monitoring required during this program year.

Organization Name	NeighborWorks Boise	Program Year	2019	Award	\$39,052
Total Points <small>automatically calculated</small>	406	Risk Level	Medium	Next Steps	Onsite Monitor

FACTORS	Scale	Score	Point Value
<b>Contracted Dollars</b>	<b>weight: 8</b>		
\$30,000 - Above	10	10	80
\$20,000 - \$29,999	8		
\$15,000 - \$19,999	6		
\$10,000 - \$14,999	4		
\$0 - \$9,999	2		
<b>Program Oversight</b>	<b>weight: 8</b>		
Audit with moderate to serious findings	10	1	8
No Audit Although Required	10		
Current Audit Not Provided	10		
Financial Audit and/or Compliance Audit Available	1		
Audit with no/minor findings	1		
<b>Type of Contract</b>	<b>weight: 6</b>		
Public Service	10	4	24
Housing Activities (Other than Homeownership Assistance)	8		
Acquisition/Construction	8		
Homeownership Assistance	4		
Public facilities, planning, infrastructure	4		
<b>Number of Clients Served</b>	<b>weight: 6</b>		
50+	8	4	24
25-49	6		
Less than 25	4		
<b>Key Organizational Change</b>	<b>weight: 6</b>		
Executive Director & Financial Manager	10	2	12
Executive Director and/or Financial Manager	7		
Program Director/Manager	4		
None	2		
<b>Goals</b>	<b>weight: 6</b>		
Essential to accomplish Con Plan goals	10	10	60
Not-essential for accomplishment of Con Plan goals	2		
<b>Program Participants</b>	<b>weight: 6</b>		
CDBG Program did not begin on schedule/delayed	10	8	48
New Program	8		
CDBG Program began on schedule	2		
<b>Performance Measurements</b>	<b>weight: 6</b>		
Subrecipient has history of not submitting reports timely	10	10	60
New Program	8		
Subrecipient has history of submitting reports timely	4		
<b>Contract Experience History</b>	<b>weight: 6</b>		
New Program	10		

### Risk Analysis Worksheet

This document is used to analyze the risk of the program to determine the level of monitoring required during this program year.

1 - 3 years	5	5	30
4 years +	2		
<b>Last Monitoring Visit</b>		<b>weight: 6</b>	
New Program	10	10	60
Grant not renewed	10		
2 Years of More	7		
Less than 2 Years	4		
<b>Corrective Action (Any Monitoring)</b>		<b>weight: 4</b>	
Current Major Findings: Findings that would affect services, clients, or potential for payment error	10	0	0
New Program	8		
Current Concerns: Findings that require provider's action.	5		
No Findings	0		

Signature

*Crystal Campbell*

Date 6/24/2021

Community Development Program Coordinator

Level of Risk		
Low Risk 148-325 points	Medium Risk 326-425 points	High Risk 426-658 points
Project requires a minimum amount of monitoring. Activities under this category will be monitored primarily via internal desk monitoring procedures on an annual basis, unless situations dictate otherwise. On-site monitoring will generally take place at least once every two years. Progress reports will be required quarterly.	Projects will be monitored via internal bi-annual desk monitorings and on-site monitoring no less than every two years. The on-site monitoring review will be conducted preferably within the first six months of the chosen program year. Based upon the results of the monitoring visit, staff will determine the need for and frequency of additional technical assistance visits and/or on-site compliance reviews. These activities will generally be monitored after high priority activities have been adequately addressed. Progress reports will be required monthly.	Projects will receive priority for monitoring. High priority activities will generally be monitored annually within the first 6 months of the program year. High-risk subrecipients may also be required to submit additional documentation as needed with quarterly reports to allow for closer evaluation of the project through desk monitoring. Progress reports will be required at least monthly.

Comments
Meridian will plan to monitor this program with in the next couple of months, as soon as there is an eligible participant to monitor the file.

**Attachment 3: Signing Authority**  
Complete the form to designate signing authority.

Subrecipient Name: Neighbor Works Boise

Project Name: Home buyer Assistance

Program Year: 2021 Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

<u>Patrick Clayton</u> Name	<u>Dir of Mortgage Lending</u> Title
<u>[Signature]</u> Identifying Signature	Authorized to sign for (check all that apply): <input checked="" type="checkbox"/> Financial <input type="checkbox"/> Contractual

<u>Mare Brown</u> Name	<u>Director of Accounting</u> Title
<u>[Signature]</u> Identifying Signature	Authorized to sign for (check all that apply): <input checked="" type="checkbox"/> Financial <input type="checkbox"/> Contractual

_____ Name	_____ Title
_____ Identifying Signature	Authorized to sign for (check all that apply): <input type="checkbox"/> Financial <input type="checkbox"/> Contractual

Signing authority for the above individuals is authorized by:

<u>Bud Compher Jr</u> Name	<u>CEO</u> Title
<u>[Signature]</u> Signature	<u>6/28/21</u> Date



**Attachment 4: Federal Certifications**  
The following are required as referenced below.

Subrecipient Name: Neighbor Works Boise  
Project Name: Home Buyers Assistance  
Program Year: 2021 Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Subrecipient maintains a policy for and complies with the following:

Yes	No	N/A	Policy
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ADA/Section 504 [29 U.S.C. § 701]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Confidentiality [2 CFR § 200.303(e)]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest [2 CFR § 200.318(c)(1); 24 CFR § 570.611]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drug Free Workplace [24 CFR part 24, subpart F]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equal Employment Opportunity [2 CFR Part 200; 41 CFR § 60-1.4(b)]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fair Housing [Fair Housing Act] (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nondiscrimination [24 CFR § 570.607]
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procurement [2 CFR § 200.318(a)] (if applicable)

Is Subrecipient a nonprofit entity?  Yes  No

Per 2 CFR § 200.415 major nonprofit organizations<sup>1</sup> are ineligible for this funding. If the agency is a nonprofit, please select one of the following:

- Organization is not a major nonprofit organization.
- Organization is a major nonprofit organization.

By signing this form, I certify the above is true and correct to the best of my knowledge.

Bd Couper Jr CEO  
Name Title

[Signature] 6/28/21  
Signature Date

<sup>1</sup> A major nonprofit organization is defined in § 200.414(a) as an organization receiving more than \$10 million in direct federal funding.

**Attachment 5: Environmental Review  
Environmental Review  
for Activity/Project that is Exempt or  
Categorically Excluded Not Subject to Section 58.5  
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

**Project Information**

**Project Name:** NWBHomebuyerAssistancePY19

**HEROS Number:** 900000010199924

**Responsible Entity (RE):** MERIDIAN, 33 E Idaho Ave Meridian ID, 83642

**State / Local Identifier:**

**RE Preparer:** Crystal Campbell

**Grant Recipient (if different than Responsible Entity):**

**Point of Contact:**

**Consultant (if applicable):**

**Point of Contact:**

**Project Location:** 3380 W Americana Ter Ste 120, Boise, ID 83706

**Additional Location Information:**

N/A

**Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:**

NeighborWorks Boise (NWB) will assist eligible households in purchasing a safe, decent, single family home within Meridian City Limits. NWB will provide up to 50 percent of required down payment, to subsidize interest and/or mortgage principal amounts, and/or reasonable closing costs in the form of a grant. Environmental reviews will be completed on each property prior to the closing to ensure the property is safe and decent.

**Level of Environmental Review Determination**

**Activity / Project is Exempt per 24 CFR 58.34(a):**  
58.34(a)(3)

**Signature Page**

NWB ER Sig.pdf

**Funding Information**

Grant / Project Identification Number	HUD Program	Program Name
101	Community Planning and Development (CPD)	Community Development Block Grants (CDBG) (Entitlement)

Estimated Total HUD Funded, Assisted or Insured Amount: \$39,000.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$39,000.00

**Compliance with 24 CFR §50.4 & §58.6 Laws and Authorities**

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4 & §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 &amp; § 58.6</b>		
<b>Airport Runway Clear Zones and Clear Zones</b> 24 CFR part 51	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.
<b>Coastal Barrier Resources Act</b> Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.
<b>Flood Insurance</b> Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

**Mitigation Measures and Conditions [CFR 40 1505.2(c)]:** Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

**Mitigation Plan**

**Supporting documentation on completed measures**



## APPENDIX A: Related Federal Laws and Authorities

### Airport Runway Clear Zones

General policy	Legislation	Regulation
It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D

1. Does the project involve the sale or acquisition of developed property?  
 No

Based on the response, the review is in compliance with this section.

Yes

#### Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.

#### Supporting documentation

Are formal compliance steps or mitigation required?

- Yes  
 No

### Coastal Barrier Resources

General requirements	Legislation	Regulation
<b>HUD financial assistance may not be used for most activities in units of the Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS.</b>	Coastal Barrier Resources Act (CBRA) of 1982, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501)	

**This project is located in a state that does not contain CBRA units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.**

#### Screen Summary

##### **Compliance Determination**

This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.

##### **Supporting documentation**

**Are formal compliance steps or mitigation required?**

- Yes
- ✓ No

### Flood Insurance

General requirements	Legislation	Regulation
Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained.	Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128)	24 CFR 50.4(b)(1) and 24 CFR 58.6(a) and (b); 24 CFR 55.1(b).

**1. Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?**

- ✓ No. This project does not require flood insurance or is excepted from flood insurance.

Based on the response, the review is in compliance with this section.

Yes

### Screen Summary

#### Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

#### Supporting documentation

**Are formal compliance steps or mitigation required?**

Yes

- ✓ No

**Attachment 6: Budget**

NeighborWorks Boise Homeownership Assistance Program PY19 Project 101			Direct Assistance	Admin*	Total
<b>Award</b>			<b>\$ 33,585.90</b>	<b>\$ 5,467.00</b>	<b>\$ 39,052.90</b>
Draw #	Date	Timeframe			
1					
2					
3					
<b>Total</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Balance</b>			<b>\$ 33,585.90</b>	<b>\$ 5,467.00</b>	<b>\$ 39,052.90</b>

**\*Eligible administration activities will only be reimbursed up to \$700 prior to completing the purchase of a home.**





## AGENDA ITEM

**ITEM TOPIC:** Task Order #3 for February 2, 2010 Professional Services Agreement with Idaho Information Consortium, LLC, dba Access Idaho, for Electronic Transactions and Access for Transaction Payments to Meridian Police Department



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

<b>From:</b>	Emily Kane, Deputy City Attorney	<b>Meeting Date:</b>	July 6, 2021
<b>Presenter:</b>	Mike Tanner	<b>Estimated Time:</b>	.5 minutes
<b>Topic:</b>	Task Order #3 for February 2, 2010 Professional Services Agreement with Idaho Information Consortium, LLC, dba Access Idaho, for Electronic Transactions and Access for Transaction Payments to Meridian Police Department		

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### Recommended Council Action:

Authorize the Mayor’s signature to allow the City to enter into this agreement with Access Idaho

### Background:

On February 2, 2010, Access Idaho and the City of Meridian entered into a Master Agreement for Professional Services for the provision of online payment portal services, which services allow the City’s customers to make payments online. The February 2, 2010 Agreement says that the City and Access Idaho will execute task orders when the City needs to add online portals to serve different departments. This task order establishes the terms and conditions for setting up online payment portal access for the Meridian Police Department, for online payment of parking tickets and fees related to public records requests.

# EXHIBIT B TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

## TASK ORDER #3 FOR ELECTRONIC TRANSACTIONS AND ACCESS FOR TRANSACTION PAYMENT ENGINE (TPE) PAYMENTS TO CITY OF MERIDIAN—POLICE DEPARTMENT

This **TASK ORDER #3** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Meridian (hereinafter “City”), a municipal corporation organized under the laws of the State of Idaho, and Idaho Information Consortium, LLC, (d.b.a. Access Idaho) a limited liability company (hereinafter “Portal Manager”) organized under the laws of the State of Idaho.

**WHEREAS**, on February 2, 2010, Portal Manager and City entered into a Master Agreement for Professional Services (“Master Agreement”), which, *inter alia*, established the terms, conditions, and scope of services to be provided by Portal Manager;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

1. Access by Portal Manager. City authorizes Portal Manager to electronically access information contained in the City computer database maintained by the City or its agents to create an electronic transaction service, in accordance with this Agreement. Description of Service is as follows:

Access by the Portal Manager will be on an inquiry-only, as needed basis for the purposes of processing funds through the Portal’s Transaction Payment Engine (TPE) integrated with the City’s Ticketing service. The City authorizes Portal Manager to be the exclusive agent for electronic transactions by private Users. Any changes or amendments to the terms of this Exhibit must be documented and agreed to in writing by the parties to this Exhibit.

2. Record Supply Costs and Computer Programs. Portal Manager shall be responsible for costs and expenses in establishing electronic access to the records and providing record transactions to Users, including without limitation, the cost for purchasing or developing and maintaining all programs used to access the records. Computer programs used by the Portal Manager shall:

- a. Protect information from unauthorized access;
- b. Supply records to the City on a timely basis in an accurate, understandable and logical format acceptable to the City;
- c. Be tested by the Portal Manager and prototyped for City review and approval before it is offered to the public.

3. Use messages. If required by the City, the Portal Manager shall cause the Portal to require Users to signify online that they will comply with any restriction on use of the records required by law, as amended from time to time. Such user agreement will be in the form of a use message displayed online, with a required positive response, all as captured in a log file, prior to the User being permitted to further search or view the record.

4. Payment and Collection.

a. Collection. The cost of services is set by the City. The Portal Manager additionally will assess and collect a Portal Administration Fee of 3% of the transaction subtotal plus \$1.00 for the services provided. The Portal Manager shall be entirely responsible for the assessment and collection of payments from Users. **The City will not receive a bill from the Portal Manager for this service or any fees.**

For every electronic check (e-check) transaction—should the City choose to offer this online payment option for its Users—in which TPE is used, User shall pay, in addition to User’s payment to the City, a non-refundable Portal Administration Fee of \$2.50, due at the time the transaction is performed. This Fee will be retained by Portal Manager as compensation for its services under this agreement. The City understands that, unlike credit/debit card payments, e-check payments are not guaranteed funds; therefore the City shall be responsible for collecting such funds on unsuccessful payments due to, but not limited to, non-sufficient funds in a User’s account, incorrect account and/or routing number entry by User, closed bank accounts, and stopped payments.

b. Payment. Payments of the fee for each billable service shall be made from the Portal via ACH transaction directly to a numbered account or accounts furnished by the City. It is the responsibility of the City to collect on failed e-check payments. If funds are withdrawn from the Portal account due to an e-check failure (insufficient funds or invalid account numbers etc.) the Portal will have the ability to request reimbursement from the City. In addition, a payment/deposit statement shall be available electronically as mutually agreed to the parties:

Project contact: City of Meridian  
Cortni Klucken  
38 East Broadway Avenue  
Meridian, ID 83642

c. Payment Due Date. The Portal Manager shall remit payments to the appropriate City account within 24 hours of when funds are received by the Portal Manager.

Item #21.

- 5. Records and Finances. All Portal documents and records maintained by the Portal Manager relating to City records shall be available for inspection; auditing and copying by the City or other authorized representatives.
  
- 6. Delivery of Services. In accordance with the Agreement, both parties will make every effort to meet the following deadlines:

Milestones for Attachment of AI Billing System	Completion Date
City completes E-Commerce Payment update released to production.	5/10/2021

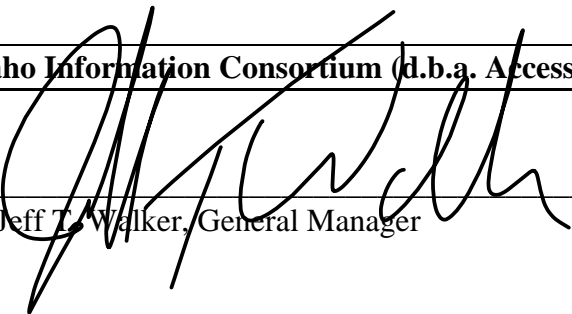
*IN WITNESS WHEREOF*, the parties have executed this Exhibit the day and year listed below on the City signature line.

**City of Meridian**

By \_\_\_\_\_  
Robert Simison, Mayor

Date \_\_\_\_\_

**Idaho Information Consortium (d.b.a. Access Idaho)**

By   
Jeff T. Walker, General Manager

Date 





## AGENDA ITEM

**ITEM TOPIC:** Resolution No. 21-2272: A Resolution Vacating a 5-Foot Drainage, Utility Construction and Maintenance Easement Within a Portion of Lots 2 and 3 as Shown on Heritage Subdivision No. 2, Book 23, Page 1453, Within the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho; and Providing an Effective Date

CITY OF MERIDIAN

RESOLUTION NO. 21-2272

BY THE CITY COUNCIL:

BERNT, BORTON, CAVENER,  
HOAGLUN, PERREAULT, STRADER

**A RESOLUTION VACATING A 5-FOOT DRAINAGE, UTILITY CONSTRUCTION AND MAINTENANCE EASEMENT WITHIN A PORTION OF LOTS 2 AND 3 AS SHOWN ON HERITAGE SUBDIVISION NO. 2, BOOK 23 PAGE 1453, WITHIN THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 22, 2021 the City Council of Meridian, held a hearing on the vacation of the 5-foot drainage, utility construction and maintenance easement within a portion of lots 2 and 3 as shown on Heritage Subdivision no. 2, book 23, page 1453, within the southwest ¼ of the northwest ¼ of Section 32, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho; and

**WHEREAS**, after such hearing, the City Council, by formal motion, did approve said described vacation; and

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN CITY, IDAHO:**

**Section 1.** That the 5-foot drainage, utility construction and maintenance easement within a portion of lots 2 and 3 as shown on Heritage Subdivision no. 2, book 23, page 1453, within the southwest ¼ of the northwest ¼ of Section 32, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, as attached in Exhibit A, is hereby vacated.

**Section 2.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

**Passed** by the City Council of the City of Meridian, Idaho, this \_\_\_\_\_ day of July, 2021.

**Approved** by the Mayor of the City of Meridian, Idaho, this \_\_\_\_\_ day of July, 2021.

Attest:

\_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk

Item #22.



**Exhibit 'A'**  
**Denton and Ancheri Roberts**  
**5-Foot Public Utility Easement Description**

A Public Utility Easement within a portion of Lots 2 and 3 as shown on Heritage Subdivision No. 2, Book 23 Page 1453, within the Southwest 1/4, of the Northwest 1/4, of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, being a (portion of Warranty Deed Instrument No. 113131269) more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 2 as monumented by a found 1/2-inch rebar, placed cap stamped "FLSI PLS 8575", thence North 89°31'13" West, 257.95 feet, to the Northwest corner of said Lot 2 as monumented by a found 1/2-inch rebar, placed cap stamped "FLSI PLS 8575"; thence South 44°29'12" East, 7.07 feet to the **POINT OF BEGINNING**;

Thence South 89°31'13" East, 247.95 feet, along the south edge of existing utility easement;

Thence South 00°32'52" West, 140.00 feet, along the west edge of existing utility easement;

Thence North 89°31'37" West, 5.00 feet;

Thence North 00°32'52" East, 135.00 feet;

Thence North 89°31'13" West, 242.95 feet;

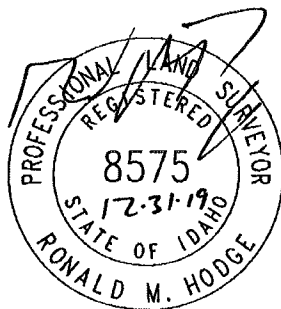
Thence North 00°32'49" East, 5.00 feet to the **POINT OF BEGINNING**.

Containing 1914.75 square feet more or less

As shown on Exhibit 'B' Survey Map

End of description

Prepared By:  
 Ronald M. Hodge, PLS 8575  
 Project Manager



RH:JR

Roberts Annexation Easement Vacation H-2021-0038

Item #22.

# EXHIBIT 'B'

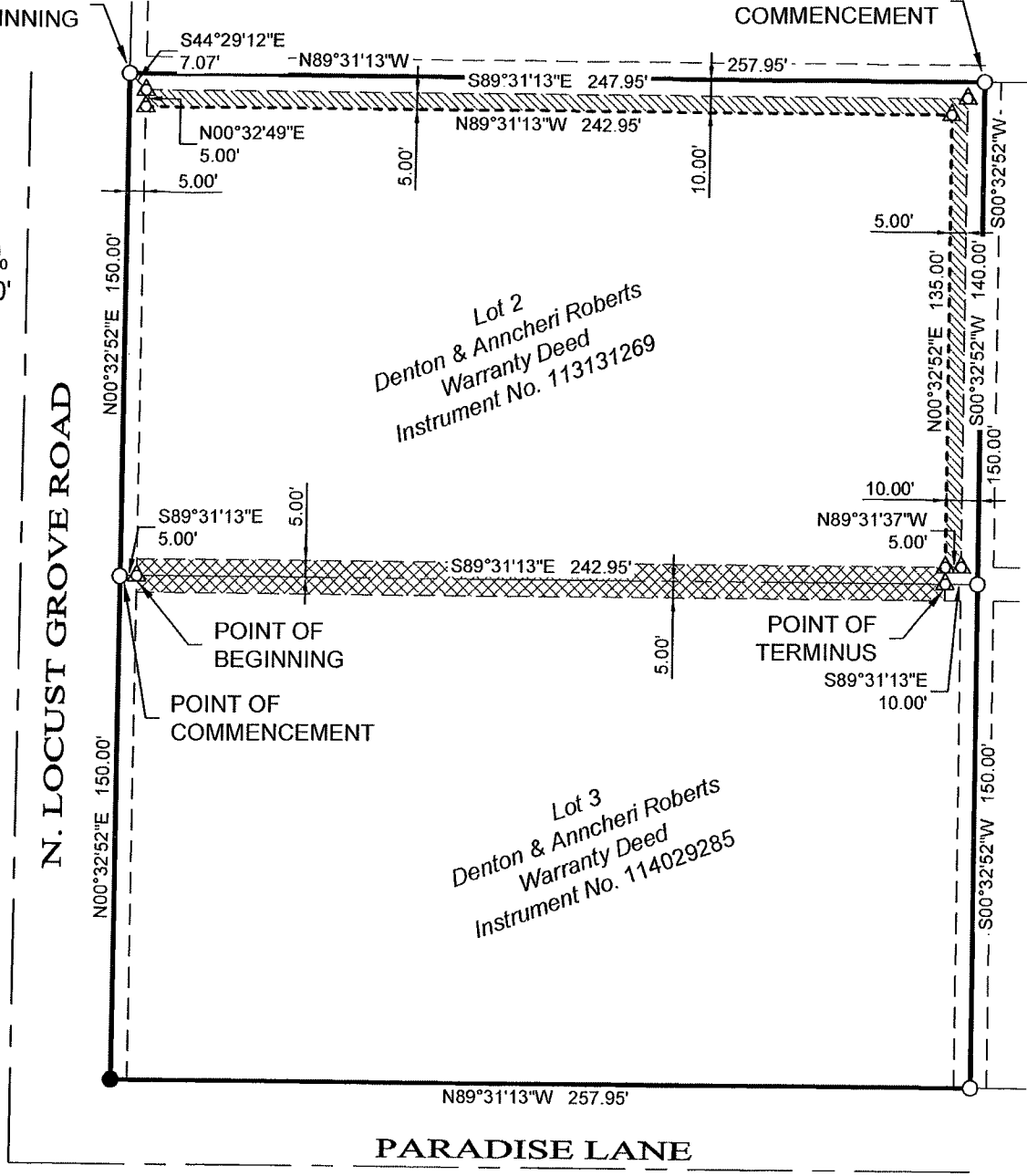
## SURVEY MAP

POINT OF BEGINNING

POINT OF COMMENCEMENT



SCALE: 1"=50'



N. LOCUST GROVE ROAD

PARADISE LANE

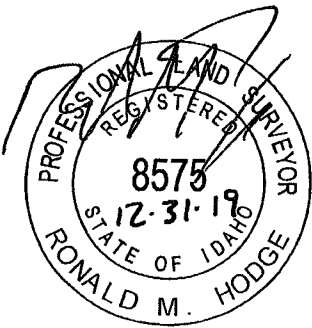
Lot 2  
Denton & Ancheri Roberts  
Warranty Deed  
Instrument No. 113131269

Lot 3  
Denton & Ancheri Roberts  
Warranty Deed  
Instrument No. 114029285

### LEGEND

- BOUNDARY
- NEW EASEMENT
- RECORD EASEMENT PER HERITAGE SUB. No. 1
- TIE
- FOUND 1/2" REBAR, NO CAP, SET CAP "FLSI PLS8575"
- SET 1/2" REBAR, PLASTIC CAP "FLSI PLS8575"
- CALCULATION POINT
- NEW UTILITY EASEMENT AREA
- PLATTED EASEMENT AREA TO BE RELINQUISHED

NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.



DS.JR	SCALE: 1"=30'	DATE: 12-31-2019
DR.TRC		
SV.RMH	SHT. 1/1	19044MS.dwg

**DENTON AND ANCHERI ROBERTS**  
 ADA COUNTY, IDAHO  
 SEC.32, T.4N, R.1E, B.M.

**FOX LAND SURVEYS INC.**  
 (208) 342-7957  
 AN IDACORP Company



## AGENDA ITEM

**ITEM TOPIC:** Resolution No. 21-2273: A Resolution of the Mayor and the City Council of the City of Meridian, Idaho, Accepting that Certain Report on Eligibility for the Northern Gateway Area as an Urban Renewal Area and Revenue Allocation Area and Justification for Designating the Area as Appropriate for an Urban Renewal Project; Determining the Area Identified in the Report to be a Deteriorated Area or a Deteriorating Area, or a Combination Thereof, as Defined by Idaho Code Sections 50-2018(9) and 50-2903(8); Directing the Urban Renewal Agency of the City of Meridian, Idaho, also Known as the Meridian Development Corporation, to Commence the Preparation of an Urban Renewal Plan for the Area Subject to Certain Conditions, which Plan May Include Revenue Allocation Provisions For All or Part of the Area; and Providing an Effective Date





# MEMO TO CITY COUNCIL

## Request to Include Topic on the City Council Agenda

**From:** Cameron Arial, Community Development      **Meeting Date:** July 6, 2021

**Presenter:** Cameron Arial      **Estimated Time:** 15 minutes

**Topic:** Resolution No. 21-2273: A Resolution of the Mayor and the City Council of the City of Meridian, Idaho, Accepting that Certain Report on Eligibility for the Northern Gateway Area as an Urban Renewal Area and Revenue Allocation Area and Justification for Designating the Area as Appropriate for an Urban Renewal Project; Determining the Area Identified in the Report to be a Deteriorated Area or a Deteriorating Area, or a Combination Thereof, as Defined by Idaho Code Sections 50-2018(9) and 50-2903(8); Directing the Urban Renewal Agency of the City of Meridian, Idaho, also Known as the Meridian Development Corporation, to Commence the Preparation of an Urban Renewal Plan for the Area Subject to Certain Conditions, which Plan May Include Revenue Allocation Provisions For All or Part of the Area; and Providing an Effective Date

### Background

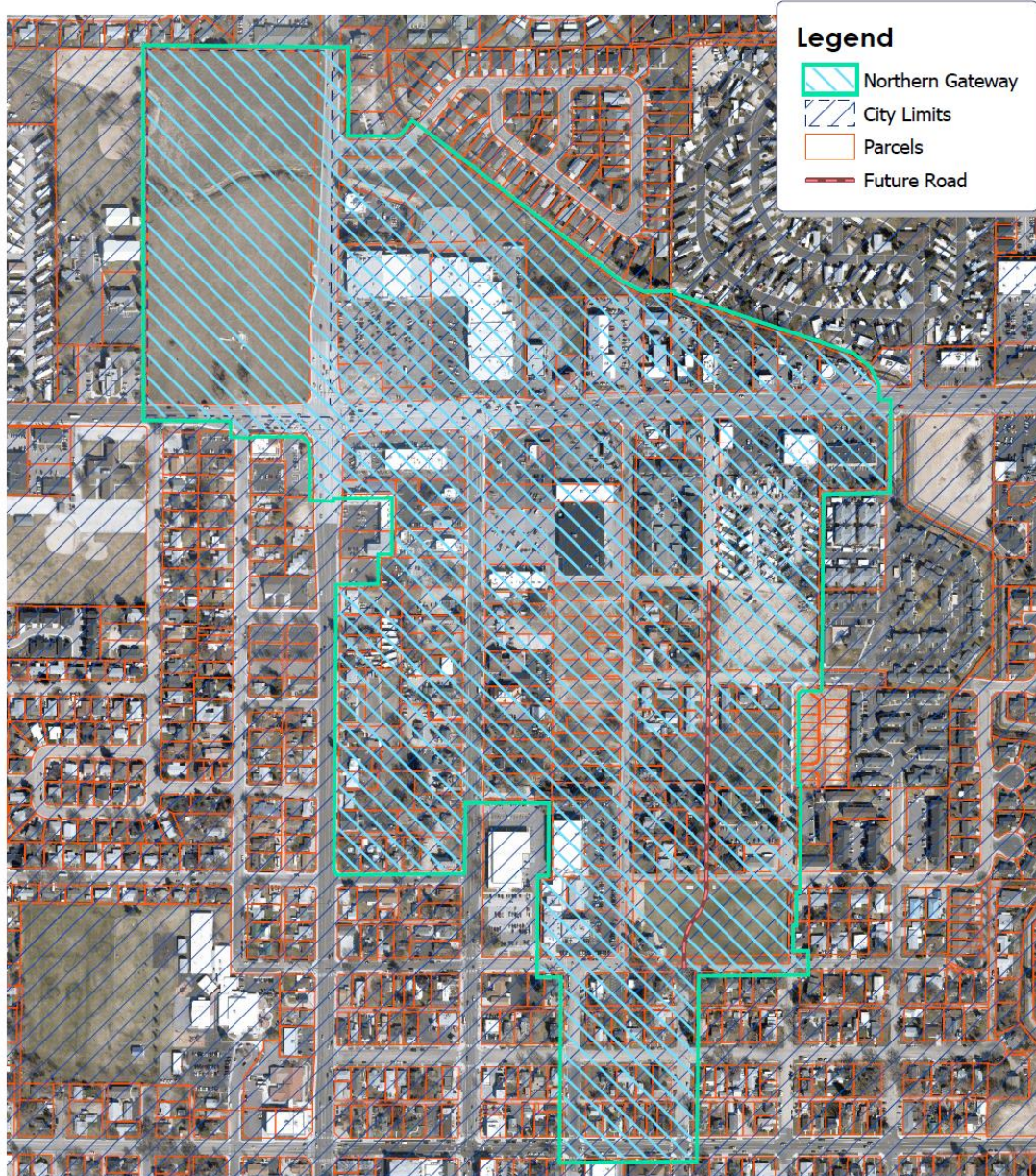
While downtown Meridian is beginning to experience renewed interest, the challenges in revitalizing aging downtown properties are still apparent. New private investment in the original downtown Meridian Revitalization District (“original District”) has been hampered by the 2008-2009 recession and, more recently, by uncertainties surrounding COVID-related changes in the commercial real estate market and rising development costs.

Meridian Development Corporation (“MDC”) has been engaged in urban renewal efforts in the original District since its adoption in late 2002. The original District will sunset in 2026. With limited time to utilize the urban renewal tools available to assist in funding public infrastructure improvements, many properties are likely to remain underutilized without intervention.

It is difficult for property owners to justify redevelopment of the small, infill sites that make up the majority of the original District *and* fund the required public infrastructure improvements that condition development.

Historically, the majority of infrastructure improvements and façade improvement projects in the original District have been in the downtown core. With increasing interest in downtown extending north to Fairview Avenue/Cherry Lane, MDC retained Kushlan | Associates to prepare an Eligibility Report to assess the viability of the Northern Gateway Study Area as an urban renewal project and evaluate its concurrence with Idaho Code requirements. The Eligibility Report (Exhibit A of the proposed resolution) cites the conditions necessary as well as the financial findings required.

Northern Gateway Study Area



Current market rents cannot support development costs or produce the returns necessary to secure private equity investment or traditional bank financing for redevelopment of the small parcels in the Study Area. The assemblage of parcels can spread soft development costs over a larger area and when coupled with MDC’s ability to fund public infrastructure improvements required of new development, can spur development interest.

MDC accepted the Northern Gateway Study Area Eligibility Report and, through MDC Resolution 21-026 adopted on June 9, 2021 (Exhibit B of the proposed resolution), authorized its transmittal to the City Council for consideration and, if accepted as appropriate for an urban renewal project, subsequent direction for MDC to proceed with preparation of an urban renewal plan.

The Northern Gateway Study Area encompasses 150 parcels within 126.226 acres. Approximately 77 acres, 133 parcels, are currently within the boundaries of the original District, and the subject of a deannexation action.

A study area is required to meet at least one of ten conditions specified in Idaho Code Sections 50-2018(9) and 50-2903(8) to qualify for urban renewal activities. The Eligibility Report finds that the Study Area meets eight of the ten criteria (Eligibility Report, page 15).

Approval of this resolution provides for:

- Acceptance of the Northern Gateway Study Area Eligibility Report,
- Determination that the Study Area meets the findings and characteristics stipulated in Idaho Code to establish an urban renewal plan, and
- Directs MDC to prepare a Northern Gateway District Urban Renewal Plan.

### **Future Actions**

The public hearing and second reading of the ordinance to adopt the Second Amendment to the Meridian Revitalization Urban Renewal District providing for the deannexation of that portion of the Northern Gateway properties from the original District included in the Study Area also appear on this evening's agenda for Council consideration.

Following Council acceptance of the Eligibility Report and direction for MDC to begin preparation of an urban renewal plan, staff and consultants will prepare the Northern Gateway Urban Renewal Plan. City and MDC staff will inform and engage property owners. In addition, the Planning and Zoning Commission must review the proposed plan to validate its conformity with the City Comprehensive Plan.

The Northern Gateway Urban Renewal Plan will then be brought to the City Council for consideration and adoption following three ordinance readings and a public hearing. It is anticipated that these final actions will occur mid-November through early December 2021.



CITY OF MERIDIAN

RESOLUTION NO. 21-2273

BY THE CITY COUNCIL:

BERNT, BORTON, CAVENER,  
HOAGLUN, PERREAULT, STRADER

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR THE NORTHERN GATEWAY AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; DETERMINING THE AREA IDENTIFIED IN THE REPORT TO BE A DETERIORATED AREA OR A DETERIORATING AREA, OR A COMBINATION THEREOF, AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN, IDAHO, ALSO KNOWN AS THE MERIDIAN DEVELOPMENT CORPORATION, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN FOR THE AREA SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council (the “City Council”) of the City of Meridian, Idaho (the “City”), found that deteriorating areas exist in the City, therefore, for the purposes of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), created an urban renewal agency pursuant to the Law, authorizing the agency to transact business and exercise the powers granted by the Law and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) upon making the findings of necessity required for creating the Urban Renewal Agency of the city of Meridian, Idaho, also known as the Meridian Development Corporation (“MDC”);

WHEREAS, the Mayor has duly appointed the Board of Commissioners of MDC (the “MDC Board”), which appointment was confirmed by the City Council;

WHEREAS, on October 8, 2002, the City Council, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan Urban Renewal Project, which is also referred to as the Downtown District (the “Downtown District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 02-987 on December 3, 2002, approving the Downtown District Plan, making certain findings and establishing the Downtown District revenue allocation area (the “Downtown District Project Area”);

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Ten Mile Road Urban Renewal Plan (the “Ten Mile Plan”). The public hearing was continued to June 21, 2016, for further testimony;

WHEREAS, following said public hearings, the City Council adopted its Ordinance No. 16-1695 on June 21, 2016, approving the Ten Mile Plan, making certain findings and establishing the Ten Mile revenue allocation area (the “Ten Mile Project Area”);

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Meridian Revitalization Plan Urban Renewal Project (“First Amendment to the Downtown District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 20-1881 on June 9, 2020, approving the First Amendment to the Downtown District Plan deannexing certain parcels and making certain findings (collectively, the Downtown District Plan, and amendments thereto, are referred to as the “Existing Downtown District Plan,” and the Downtown District Project Area, and amendments thereto, are referred to as the “Existing Downtown District Project Area”);

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Union District Urban Renewal Project (the “Union District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 20-1882 on June 9, 2020, approving the Union District Plan, making certain findings and establishing the Union District revenue allocation area (the “Union District Project Area”);

WHEREAS, the Existing Downtown District Plan, the Ten Mile Plan, and the Union District Plan and their project areas are collectively referred to as the “Existing Project Areas;”

WHEREAS, it has become apparent that additional property, most of which is located within the City, and a portion of which is located within the City’s area of operation within unincorporated Ada County, may be deteriorating or deteriorated and should be examined as to whether such an area is eligible for an urban renewal project;

WHEREAS, in 2021, Kushlan | Associates commenced an eligibility study and preparation of an eligibility report for an area 126.226 acres in size, approximately 77 acres of which is currently located within the boundaries of the Existing Downtown District Project Area, which area is subject to a deannexation. The area is generally located in the central part of Meridian, northeast of the City’s downtown core, and east of Meridian Road and south of Fairview Avenue extending to Pine Avenue between NE 2nd Street and E. 3rd Street, and which area also includes a commercial area east of Meridian Road fronting Fairview Avenue on the north and a 17.64-acre parcel located on the northwest corner of Meridian Road and Cherry Lane. The eligibility study area is commonly referred to as the Northern Gateway District Study Area (the “Study Area”);

WHEREAS, MDC obtained an eligibility report entitled Northern Gateway Urban Renewal District (Proposed) Eligibility Report, dated May 2021 (the “Report”), which examined the Study Area, which area also includes real property located within unincorporated Ada County, for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);



WHEREAS, the Report, a copy of which is attached hereto as **Exhibit A**, found the existence of one or more of the statutory criteria for the area to be considered eligible for urban renewal activities;

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, *i.e.*,

- a. the presence of a substantial number of deteriorated or deteriorating structures; and deterioration of site;
- b. age or obsolescence;
- c. the predominance of defective or inadequate street layout;
- d. faulty lot layout in relation to size, adequacy, accessibility, or usefulness; obsolete platting;
- e. insanitary or unsafe conditions;
- f. diversity of ownership;
- g. results in economic underdevelopment of the area; and
- h. substantially impairs or arrests the sound growth of a municipality.

WHEREAS, the Study Area contains open land;

WHEREAS, under the Act a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality;

WHEREAS, Idaho Code Sections 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land or open areas, including open land areas to be acquired by MDC, which are the same or similar to the conditions set forth in the definitions of “deteriorating area” and “deteriorated area;”

WHEREAS, the Study Area is not “predominantly” open; however, the Report addresses the necessary findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, MDC, on June 9, 2021, adopted Resolution No. 21-026 (a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference, without attachments thereto) accepted the Report and authorized the Chair, Vice-Chair, or Administrator of MDC to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct MDC to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation provision as allowed by law;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8)

and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in Section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area includes a parcel subject to such consent. While the necessary consent has not been obtained, it is anticipated the consent will be obtained prior to City Council consideration of any urban renewal plan;

WHEREAS, Idaho Code Section 50-2018(18) provides that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the other city or county declaring the need for an urban renewal plan for the proposed area;

WHEREAS, the portion of the Study Area lying outside the City limits and within unincorporated Ada County includes a parcel which is anticipated to proceed through the formal annexation process of the City;

WHEREAS, though a portion of the Study Area lies outside the City limits, because that parcel is anticipated to proceed through the voluntary annexation process, no formal resolution from Ada County, Idaho, has been requested. In the event annexation of that parcel has not been obtained by the time the City Council considers approval of a new urban renewal plan, it is anticipated the City would seek to obtain an agreement with Ada County, Idaho, as required by Idaho Code Section 50-2906(3);

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the base assessment rolls for the Existing Project Areas and any proposed revenue allocation areas or amendments thereto, do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906 also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or a deteriorating area; and

WHEREAS, it is desirable and in the best public interest that MDC prepare an urban renewal plan for the area identified as the Northern Gateway District Study Area in the Report located in the city of Meridian, county of Ada, state of Idaho.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN, AS FOLLOWS:

**Section 1.** That the City Council acknowledges acceptance and receipt of the Report.

**Section 2.** That the City Council finds and declares that the Northern Gateway District Study Area identified in the Report, attached hereto as **Exhibit A**, which a portion of such area is subject to deannexation from the Existing Downtown District Project Area, is a deteriorated area and/or a deteriorating area existing in the City and the City’s area of operation, as defined in Title 50, Chapters 20 and 29, Idaho Code, as amended, and qualifies as an urban renewal project and justification exists for designating the area as appropriate for an urban renewal project.

**Section 3.** That the City Council finds and declares there is a need for MDC, an urban renewal agency, to function in accordance with the provisions of Title 50, Chapters 20 and 29, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan.

**Section 4.** That having made such designation, the City Council hereby directs MDC to commence preparation of an urban renewal plan for the Northern Gateway District Study Area described in the Report for consideration by the MDC Board and, if acceptable, final consideration by the City Council in compliance with Title 50, Chapters 20 and 29, Idaho Code, as amended.

**Section 5.** That the City Council directs MDC to obtain the required agricultural consent from the property owner(s) prior to formally submitting the proposed urban renewal plan to the City Council for its consideration.

**Section 6.** That in the event annexation of the parcel currently located within unincorporated Ada County has not been obtained by the time the City Council considers approval of a new urban renewal plan, it is anticipated the City Council would seek to obtain an agreement with Ada County, Idaho, as required by Idaho Code Section 50-2906(3).

**Section 7.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED By the Council of the City of Meridian, Idaho, this 6th day of July 2021.

APPROVED By the Mayor of the City of Meridian, Idaho, this 6th day of July 2021.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



# Northern Gateway Urban Renewal District (Proposed)

## Eligibility Report

Prepared for

The City of Meridian  
and  
The Meridian Development Corporation  
May 2021



Kushlan | Associates  
Boise, Idaho

**Introduction:** Kushlan | Associates was retained by the Urban Renewal Agency of the City of Meridian, Idaho, also known as the Meridian Development Corporation (the “MDC”) to assist in their consideration of establishing a new urban renewal district<sup>1</sup> in the City of Meridian, Idaho, and its area of operation.

Elected Officials serving the City of Meridian are:

Mayor:	Robert Simison
Council President:	Treg Bernt
Council Vice President:	Brad Hoaglund
Council Members:	Joe Borton
	Luke Cavener
	Liz Strader
	Jessica Perreault

City Staff

Community Development Director:	Cameron Arial
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Idaho Code § 50-2006 states: “URBAN RENEWAL AGENCY. (a) There is hereby created in each municipality an independent public body corporate and politic to be known as the "urban renewal agency" that was created by resolution as provided in section 50-2005, Idaho Code, before July 1, 2011, for the municipality...” to carry out the powers enumerated in the statutes. The Meridian City Council adopted Resolution 01-397 on July 24, 2001 bringing forth those powers within the City of Meridian.

The Mayor, with the confirmation of the City Council, has appointed nine members to the MDC Board of Commissioners (the “MDC Board”). The MDC Board currently oversees the implementation of three urban renewal districts. Two are focused on the revitalization of downtown Meridian. The first, the Meridian Revitalization Plan Urban Renewal Project (the “Downtown District”) was established by the City Council’s adoption of Ordinance No. 02-987 on December 3, 2002. The second district, the Urban Renewal Plan for the Union District Urban Renewal Project (the “Union District”) was established with the adoption of Ordinance No. 20-1882 on June 9, 2020. Both the Downtown District and the Union District are focused on redevelopment activities in and around the City’s downtown core. The third district, the Urban Renewal Plan for the Ten Mile Road- A Urban Renewal Project (the “Ten Mile District”) was established by Ordinance No. 16-1695 adopted on June 21, 2016, and is focused on economic development outside of the City’s core to support implementation of the Ten Mile Interchange Specific Area Plan.

The current membership of the Commission is as follows:

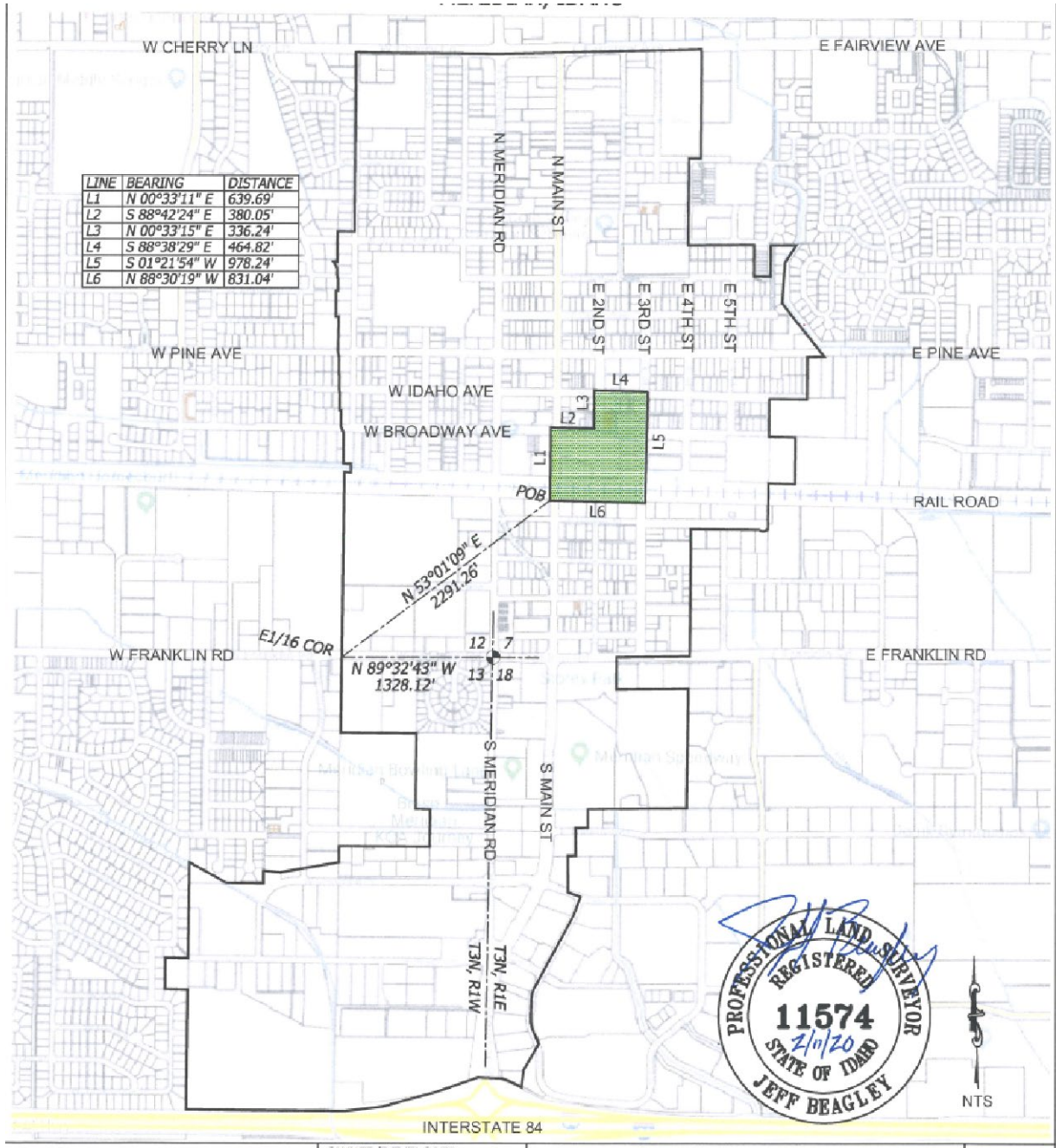
Chair:	David Winder
Vice Chairman	Nathan Mueller
Secretary/ Treasurer	Steve Vlassek
Commissioners	Dan Basalone
	Rob McCarvel
	Treg Bernt
	Tammy deWeerd
	Diane Bevan
	Kit Fitzgerald

<sup>1</sup> Throughout this Study, urban renewal/revenue allocation area will be referred to as an “urban renewal district.”

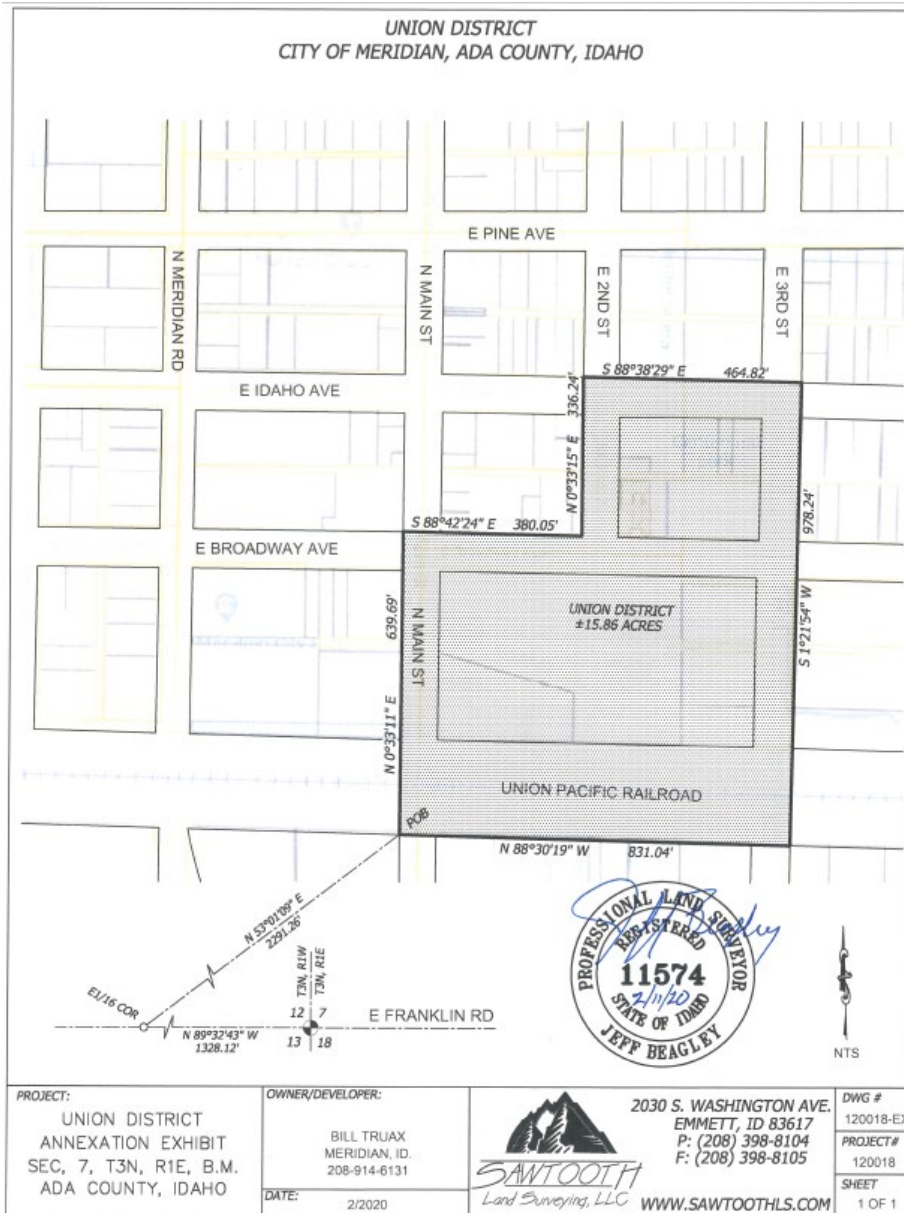


Staff:  
 Urban Renewal Administrator: Ashley Squyres  
 Legal Counsel: Todd Lakey

**Map of the Downtown District (excluding shaded area)**



# Map of Union District



## Map of Ten Mile Road District



### Background:

While Native Americans inhabited the area for centuries, the development of the community of Meridian, as we know it today, evolved through the late nineteenth century. European settlement started in the 1880s and was originally located on a farm owned by the Onweiler family. A school was opened in 1885. The U.S. Postal Service established a mail drop along the Oregon Short Line Railroad and the site was named Hunter after its superintendent. Community activity grew around this mail stop focused on the railroad. In 1893 an Odd Fellows lodge was organized and called itself Meridian, acknowledging that it was located on the Boise Meridian the primary North-South survey benchmark for Idaho. That name grew in primary use as the name of the settlement and the Village of Meridian was incorporated in 1903 with a population of approximately 200.

The economy had traditionally been focused on the support of the surrounding agricultural activities. A major creamery was established in the community in 1897 to support the nearby dairies. Fruit orchards were located throughout the area.

Meridian was a significant stop on the Interurban electric railway from 1908 to 1928. This service provided convenient access for passengers and freight in both easterly and westerly directions.

Throughout most of the 20<sup>th</sup> century, Meridian remained a relatively quiet community focused on its agricultural roots. US Census Bureau data, reflects a 1910 population of 619 people growing to 2,616 by 1970. However, starting in 1970 the pace of growth in Southwest Idaho quickened and Meridian’s growth initially reflected, and then exceeded

the regional rates by significant margins. Over the past twenty-five years the rate of growth has been startling by any reasonable standard. The following table reflects that population growth over the city’s history.

1903 (Incorporation Estimate)	200
1910	619
1920	1,013
1930	1,004
1940	1,465
1950	1,500
1960	2,100
1970	2,600
1980	6,658
1990	9,596
2000	34,919
2010	75,092
2020	114,200
2021 (Estimate)	129,555

When income statistics are compared to statewide numbers, the population of Meridian compares favorably with the rest of Idaho in these categories. The median household income in Meridian is \$71,389, approximately 28% above the statewide figure of \$55,785. Per capita money income for the Meridian population is \$33,328 as compared to the statewide number of \$27,970. The percentage of the Meridian population below poverty level is 8.6% as compared to the statewide number of 11.2%.

**Investment Capacity:** Cities across the nation actively participate in the economic vitality of their communities through investment in infrastructure. Water and sewer facilities as well as transportation, communication, electrical distribution and other systems are all integral elements of an economically viable community. Idaho cities have a significant challenge in responding to these demands along with the on-going need to reinvest in their general physical plant to ensure it does not deteriorate to the point of system failure. They face stringent statutory and constitutional limitations on revenue generation and debt as well as near total dependence upon state legislative action to provide funding options. These strictures severely constrain capital investment strategies.

The tools made available to cities in Title 50, Chapters 20 and 29, the Urban Renewal Law and the Local Economic Development Act are some of the few that are available to assist communities in their efforts to support economic vitality. New sources of State support are unlikely to become available in the foreseeable future, thus the City of Meridian’s interest in exploring the potential for establishing another urban renewal district is an appropriate public policy consideration.

The City of Meridian initially established its Urban Renewal Agency in 2001. As noted above, the Downtown District’s exclusive focus, limited by the boundaries of the district, is on the traditional downtown area of Meridian. The Ten Mile District was created in 2016 and was designed to support the implementation of the Ten Mile Interchange Specific Area Plan. A third urban renewal district was created in 2020 from an area de-

annexed from the original Downtown District to support a significant mixed use-project. The Northern Gateway Urban Renewal District would, if approved by the MDC Board of Commissioners and Meridian City Council, would remove 133 parcels from the existing Downtown District<sup>2</sup> and combine those with other properties and rights-of-way north of Fairview Avenue and southeast of Fairview Avenue to establish a new district. One large property (Kobe property ~ 17.64 acres) currently under consideration for inclusion in the district remains outside the city limits and in unincorporated Ada County. To include this parcel in a district under the jurisdiction of MDC, an agreement would be required between the City and Ada County to permit this inclusion. Should annexation of this parcel be effectuated prior to the establishment of the district by the City Council, no agreement would be required.

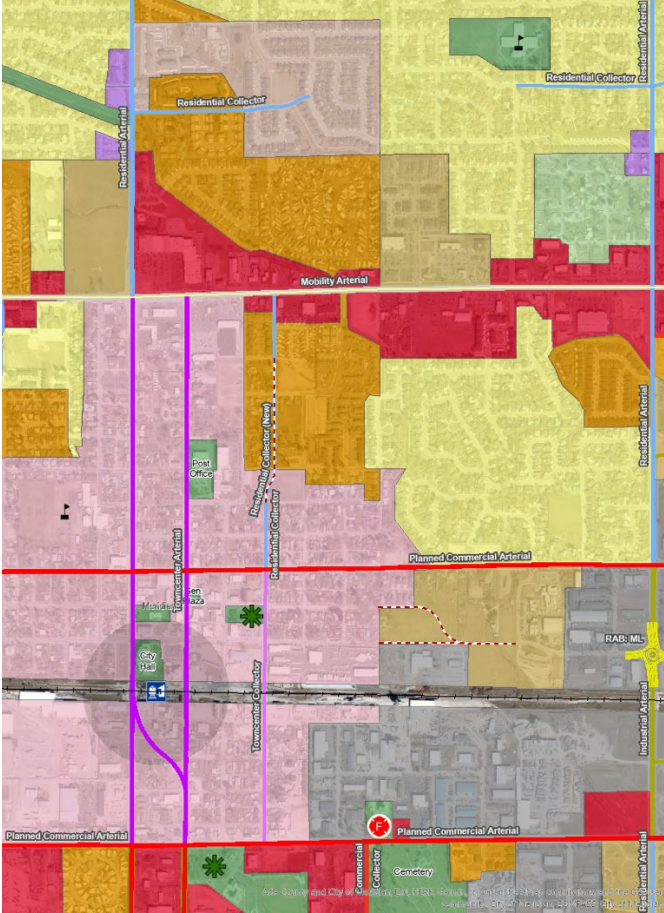
Comprehensive Plan:

The City of Meridian Comprehensive Plan, updated in 2019 calls for a mixture of Office, High Density Residential, Commercial and Mixed-Use development in the Study Area under current review. The Study Area is in transition from a predominately single-family residential area dating back to the early years of the community. While many of the residences remain in their original use, many others have been converted to office uses creating a patchwork of uses with more intense commercial activity along the arterial streets.

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<sup>2</sup> The Second Amendment to the Meridian Revitalization Plan seeking to deannex certain parcels from the existing Downtown District, including those parcels that are contemplated to be considered for inclusion in the proposed Northern Gateway District, has been approved by the MDC Board and submitted to the City for its consideration.





**Steps in Consideration of an Urban Renewal District:**

The first step in consideration of establishing an urban renewal district in Idaho is to define a potential area for analysis as to whether conditions exist within it to qualify for redevelopment activities under the statute. We have called this the “Study Area.”

The next step in the process is to review the conditions within the Study Area to determine whether the area is eligible for creating a district. The State Law governing urban renewal sets out the following criteria, at least one of which must be found, for an area to be considered eligible for urban renewal activities:

1. The Presence of a Substantial Number of Deteriorated or Deteriorating Structures and Deterioration of Site or Other Improvements [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
2. Age or Obsolescence [50-2018(8) and 50-2903(8)(a)]
3. Predominance of Defective or Inadequate Street Layout [50-2018(9) and 50-2903(8)(b)]

4. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness; Obsolete Platting [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
5. Insanitary or Unsafe Conditions [50-2018(9) and 50-2903(8)(b)]
6. Diversity of Ownership [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
7. Tax or Special Assessment Delinquency [50-2018(9) and 50-2903(8)(b)]
8. Defective or Unusual Conditions of Title [50-2018(9) and 50-2903(8)(b)]
9. Results in Economic Underdevelopment of the Area [50-2903(8)(b); 50-2903(8)(c)]
10. Substantially Impairs or Arrests the Sound Growth of a Municipality [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]

If the Eligibility Report finds that one or more of the conditions noted above exists within the Study Area, then the Agency may accept the findings and forward the Eligibility Report to the City Council for their consideration. If the City Council concurs with the determination of the Agency, they may direct that an Urban Renewal Plan be developed for the area that addresses the issues raised in the Eligibility Report.

The Agency then acts to prepare the Urban Renewal Plan for the new District and establishing a Revenue Allocation Area to fund improvements called for in the Plan. Once the Plan for the District and Revenue Allocation Area are completed, the Agency Board forwards it to the City Council for their consideration.

The City Council must refer the Urban Renewal Plan to the Planning and Zoning Commission to determine whether the Plan, as presented, is consistent with the City's Comprehensive Plan and make a corresponding finding. At the same time, other taxing entities levying property taxes within the boundaries of the proposed Urban Renewal District are provided a thirty-day opportunity to comment on the Plan to the City Council. While the taxing entities are invited to comment on the Plan, their concurrence is not required for the City Council to proceed with formal consideration.

Based on legislative changes to Idaho Code § 50-2908(2)(a), effective July 1, 2020, the Ada County Highway District (ACHD) is allocated all of the taxes levied by ACHD within a revenue allocation area first formed or expanded to include property on or after July 1, 2020 (including taxes levied on the base and increment values), which would apply to this proposed district, if formed. However, ACHD and MDC may enter into an agreement for a different allocation, which agreement shall be submitted to the State Tax Commission and to the Ada County Clerk by ACHD as soon as practicable after the parties have entered in the agreement and by no later than September 1 of the year in which the agreement takes effect. In the case of the Northern Gateway Study Area, the affected taxing districts for those properties located within the city limits of Meridian are:

- The City of Meridian
- The West Ada School District (School District No. 2)
- Ada County

- Emergency Medical District/Ada County Ambulance
- Mosquito Abatement District
- The Ada County Highway District
- Meridian Library District
- Meridian Cemetery District
- Western Ada Recreation District
- College of Western Idaho

For the parcel located in unincorporated Ada County, the affected taxing districts are:

- The West Ada School District (Joint School District No. 2)
- Ada County
- Emergency Medical District/Ada County Ambulance
- Mosquito Abatement District
- The Ada County Highway District
- Meridian Library District
- Meridian Cemetery District
- Western Ada Recreation District
- College of Western Idaho
- Meridian Fire District
- Pest Extermination District

Once the Planning and Zoning Commission makes their finding of conformity and the thirty-day comment period has passed, the City Council is permitted to hold a public hearing and formally consider the adoption of the Plan creating the new Urban Renewal District and Revenue Allocation Area.

The City Council must also find that the taxable value of the district to be created plus the Base Assessed Value of any existing Urban Renewal / Revenue Allocation Area does not exceed the statutory maximum of 10% of the citywide assessed valuation.

If the City Council, in their discretion chooses to proceed, they will officially adopt the Urban Renewal Plan and Revenue Allocation Area and provide official notification of that action to the affected taxing districts, County Assessor and Idaho State Tax Commission.

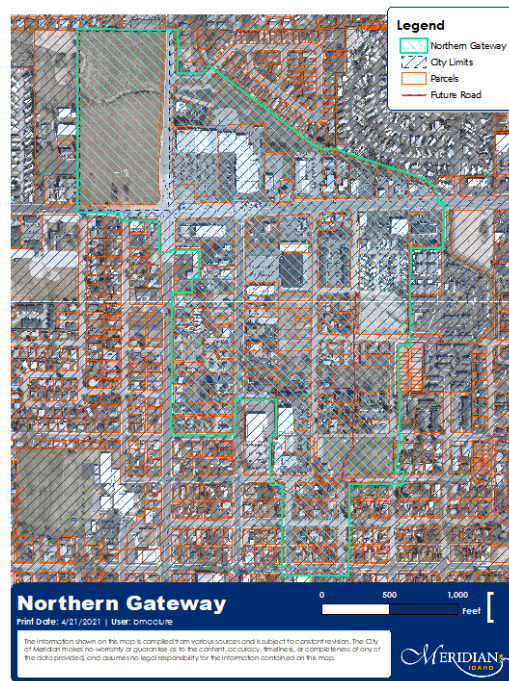
The Agency then proceeds to implement the Plan.

### **Description of the Northern Gateway Study Area:**

The Study Area subject to the current review is generally located in the central part of Meridian, northeast of the City's downtown core, and is generally bounded by Meridian Road on the west to the intersection of Meridian Road and W. Cherry Lane travelling west and E. Fairview Avenue travelling east. The Study Area then includes a large 17.64-acre parcel (Kobe Property) bounded by W. Cherry Lane to the south and Meridian Road to the east. The Study Area also includes the commercial area east of Meridian Road and north of Fairview Avenue. The eastern boundary extends south along NE 5<sup>th</sup> Avenue and then over to what would be NE 4<sup>th</sup> Street if extended, and then over to NE 3<sup>rd</sup> Street. The southern boundary extends to E. Pine Avenue between NE 3<sup>rd</sup> Street and NE 2<sup>nd</sup> Street, and then travels up NE 2<sup>nd</sup> Street and over E. Washington Avenue to connect back to Meridian Road.

The size and value information presented in **Attachment 1** was derived from the Ada County Assessor’s on-line parcel information system<sup>3</sup>. The 2020 taxable value of the portion of the Study Area located in unincorporated Ada County, represents exceptionally low assessed value as compared to the more developed area surrounding it located within the corporate limits of the City of Meridian. Land values in the more developed, commercially zoned areas range from approximately \$5.00 to \$15.00 per square foot. The unincorporated agricultural land reflects a current assessed value of \$.04 per square foot consistent with assessed values assigned to agricultural properties in the broader area. As a comparison, the vacant parcel across Meridian Road within the city limits and zones for commercial purposes has an assessed value of \$8.50 per square foot.

### Northern Gateway Urban Renewal Area



### The Study Area

The Northern Gateway Study Area consists of one hundred fifty (150) tax parcels located in central Meridian, northeast of the City’s downtown core, and generally east of Meridian Road and south of Fairview Avenue. A portion of the Study Area fronts the north side of Fairview Avenue east of Meridian Road and there is a 17.64 acre parcel (Kobe Property)

<sup>3</sup> For purposes of this Study, the 2020 taxable values were reviewed as at the time of this review the 2021 value information was not available. Use of the 2020 values provides a more conservative analysis as it is generally understood significant value increases will occur in 2021. Further, based on the adoption of H389, effective retroactive to January 1, 2021, the Homeowner Property Tax Exemption will increase to a maximum of \$125,000. This is anticipated to further reduce the base. Again, as the 2021 tax assessments were not yet available at the time this Study was prepared, the 2020 data has been used. The 10% analysis set forth below will ultimately be revisited in any further urban renewal plan.

located at the northwest corner of Meridian Road and Cherry Lane included as well. The Kobe Property is undeveloped and retains its historic agricultural use. The Kobe Property is currently located in unincorporated Ada County necessitating an inter-governmental agreement between MDC and Ada County to permit its inclusion within the boundaries of any future revenue allocation area. The area contains 105.63 acres in 150 separate tax parcels not including public rights-of-way. The properties within the Study Area carry zoning designations consistent with its historic usage. Commercial zoning designations are in place on 59.55 acres (56.4% of the district). Residential zoning of R-8 and R-15 predominate in the area. One parcel is zoned R-40. Commercial zoning is in place on 104 of the parcels. Residential zoning of R-8 occupies 11.61 acres, R-15 occupies 14.54 acres and R-40 occupies 2.29 acres. Properties designated as residential constitute 26.9% of the total acreage. The balance of the area is zoned Rural Urban Transition (RUT) in unincorporated Ada County. Ada County Assessor records show that 28 of the residential properties reflect a Homeowners Property Tax Exemption indicating they are owner occupied residences.

Nineteen (19) vacant parcels represent 28.75% of the total land area of the Study Area.

Religious and fraternal institutions and governmental entities occupy 13 tax parcels representing 8% of the total.

The Study Area is one of the older developed areas in the community. As noted above, Meridian was established in the 1880s and eventually incorporated as a Village under Idaho law in 1903. Most of the structures constructed as residences date to the first 20 years of the 20<sup>th</sup> Century and most predate 1960. Many of these residential structures have transitioned into commercial uses over time.

When the improvement value assigned to a parcel is less than or approaches the land value, a deteriorated or deteriorating condition is present. National real estate appraisal standards suggest that in an economically viable property, land value should contribute approximately 30% of the total value leaving 70% to the improvements. As that ratio shifts, with improvement value declining as a proportion of the total, a condition of disinvestment is determined to be present. At a point when the improvement value represents less than 50% of the total (i.e. improvement value is less than land value) such condition represents a “deteriorated condition” for the purposes of this analysis. We have assumed for this Study that those properties with improvement values less than 150% of land value approach the “deteriorated condition” and thus can be classified as “deteriorating” under the definitions in state law. With these benchmarks in mind, we find that 33 properties (20.4%) reflect improvement values less than land values and an additional 23 properties (14.2%) reflect improvement values less than 150% of land values. When considered together, 56 properties representing 34.6% of the total taxable parcels reflect a deteriorated or deteriorating condition.

Streets: Fairview /Cherry Lane, Meridian Road, Main Street and Pine Avenue constitute the backbone of the street network in the Study Area. These streets have received recent investment with their condition reflecting current urban standards. The 17.64-acre Kobe property has not been subdivided to accommodate the vision expressed in the City’s Comprehensive Plan, so no street network has been established in this property which represents the largest single land holding in the Study Area. The 4.0-acre parcel located at the extreme northerly edge of the Study Area has no direct access to a public street and therefore is landlocked. The area south of Fairview reflects a fine-grained grid pattern



common to communities developed in the early 20<sup>th</sup> century. However, the grid is incomplete in a number of places. For example, NE 3<sup>rd</sup> Street is interrupted in three places. Similar interruptions can be found on Gruber Avenue, Bradley Avenue and Washington Avenue. Improvement conditions reflecting current City and ACHD standards are in place in parts of the Study Area, but significant portions still lack curb, gutter and sidewalks. Pavement conditions vary from Good to Poor. Sections of East Washington and East Carlton located east of NE 2½ Street appear to provide only half of the street width.

**Illumination:** Street lighting levels are inconsistent creating a hazard as drivers' eyes must frequently adjust to differing light levels potentially obscuring pedestrians and roadway obstructions. Spacing between standard lighting fixtures varies throughout the Study Area and some arterial sections have smaller-scale decorative lighting in lieu of the standard fixture.

**Sidewalks:** Pedestrian facilities are incomplete. Even where curb and gutter sections have been installed, sidewalks are often nonexistent. The fine-grained street grid pattern invites movements through the area on foot. Yet, in many situations in the Study Area, pedestrian traffic is forced to walk in the street due to a lack of facilities to accommodate that type of traffic.

**Storm Drainage:** Those areas without modern curb and gutter sections in place also do not provide a means to collect and dispose of storm drainage or snow melt. This condition allows for surface ponding undermining the integrity of the street surface and obscuring hazards in wet conditions.

**Water System:** A major portion of the Study Area is served by an 8" pipe grid providing looping for sufficient redundancy in case of a failure of a section of pipe. However, the City's Water System Master Plan notes several locations where 6" pipes remain in place and one location, north of Pine Avenue, on NE 2<sup>nd</sup> Street is served by a 4" pipe. These 6" and 4" pipes would provide insufficient capacity to support fire flows as the area redevelops as envisioned in the Comprehensive Plan.

**Sewage Collection System:** No deficiencies in this area were noted.

## **Analysis of the Study Area:**

A review of the Study Area reflects an area in transition. Much of the traditional housing stock has been converted to commercial uses and investment in multi-family structures has occurred in some instances. These investments reflect the vision expressed in the City's Comprehensive Plan. However, many of the residential structures remain in that use suggesting an area in transition. Substantial investment in public infrastructure throughout the entire Study Area will be required to support the achievement of the City's vision. The Kobe property will require investment as it currently has no infrastructure, other than the peripheral arterial streets, to support development consistent with the Comprehensive Plan. Meaningful progress may depend upon some level of public intervention to support the private investment envisioned in the Plan.

For the convenience of the reader, the statutory criteria are reiterated, at least one of which must be found to qualify an area for urban renewal activities. Those conditions are:

1. The Presence of a Substantial Number of Deteriorated or Deteriorating Structures and Deterioration of Site or Other Improvements [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
2. Age or Obsolescence [50-2018(8) and 50-2903(8)(a)]
3. Predominance of Defective or Inadequate Street Layout [50-2018(9) and 50-2903(8)(b)]
4. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness; Obsolete Platting [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
5. Insanitary or Unsafe Conditions [50-2018(9) and 50-2903(8)(b)]
6. Diversity of Ownership [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
7. Tax or Special Assessment Delinquency [50-2018(9) and 50-2903(8)(b)]
8. Defective or Unusual Conditions of Title [50-2018(9) and 50-2903(8)(b)]
9. Results in Economic Underdevelopment of the Area [50-2903(8)(b); 50-2903(8)(c)]
10. Substantially Impairs or Arrests the Sound Growth of a Municipality [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]

### **Analysis: Northern Gateway**

*Criterion #1: The Presence of a Substantial Number of Deteriorated or Deteriorating Structures; and Deterioration of Site:* We found that 33 properties (20.4%) reflect improvement values less than land values and an additional 23 properties (14.2%) reflect improvement values less than 150% of land values. When considered together, 56 properties representing 34.6% of the total taxable parcels reflect a deteriorated or deteriorating condition. Therefore, criterion #1 is met.

*Criterion #2: Age or Obsolescence:* Most of the structures within the Study Area date from the first half of the 20<sup>th</sup> Century. Most were constructed as residential buildings and while many having been converted to office uses, modern requirements for commercial use suggests the converted homes will eventually transition into more up-to-date office/commercial designs. A manufactured home community occupies land along NE 3<sup>rd</sup> Street that is designated for High Density Residential uses in the Comprehensive Plan. Over 28 acres in the Study Area, which is located in the central part of the City, northeast of the City's downtown core, remains vacant despite the City's articulated vision calling for a significantly more intense development pattern. Therefore, criterion #2 is met.

*Criterion #3: Predominance of Defective or Inadequate Street Layout:* As noted above, certain streets in the Study Area are interrupted creating breaks in the traditional street grid pattern, which impairs traffic circulation and mobility goals. Several sections do not meet current urban street development standards. Therefore, criterion #3 is met.

*Criterion #4: Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness; Obsolete Platting:* One 4-acre parcel located north of Fairview Avenue has no direct access to a public right-of-way. The Kobe 17.67-acre parcel has not been subdivided to accommodate the development pattern envisioned in City planning documents. Large vacant parcels south of Fairview interrupt the historic grid pattern of streets. The small residential parcel sizes impair development consistent with the Comprehensive Plan as property assembly would be necessary. Therefore, criterion #4 is met.

*Criterion #5: Insanitary or Unsafe Conditions:* The lack of a complete system of sidewalks forcing pedestrians into the street creates an unsafe condition. This condition forces vehicles, bicycles and pedestrians to share roadways in an inconsistent manner and impairs multi-modal usages and overall mobility. Inconsistent street lighting patterns contribute to an unsafe driving situation. Therefore, criterion #5 is met.

*Criterion #6: Diversity of Ownership:* The ownership of the 105.63 acres in the Study Area is in the hands of one hundred fifty (150) entities. Such diversity of ownership creates significant issues with property assemblage necessary to support the goals of the City’s Comprehensive Plan. Therefore, criterion #6 is met.

*Criterion #7: Tax or Special Assessment Delinquency:* According to Ada County Assessor records, no delinquencies exist. Therefore, criterion #7 is not met.

*Criterion #8: Defective or unusual condition of title:* No defective or unusual conditions of title are reflected in Ada County records. Therefore, criterion #8 is not met.

*Criterion #9: Results in Economic Underdevelopment of the Area:* Current uses within the Study Area are inconsistent with the goals set forth in the City’s Comprehensive Plan. Additionally, as set forth above, a significant number of parcels reflect deteriorated or deteriorated conditions showing significant disinvestment in the Study Area. More than Twenty-eight (28.75) vacant acres in the central part of the City, one of the fastest growing communities in the nation, further suggests “Economic Underdevelopment” exists in the Study Area. Therefore, criterion #9 is met.

*Criterion #10: Substantially Impairs or Arrests the Sound Growth of a Municipality:* The State of Idaho, the City of Meridian and the Ada County Highway District have made substantial investment in the transportation and utility facilities serving this and the surrounding areas. The City of Meridian has expressed its vision for this area in the creation and adoption of the Comprehensive Plan, but without the capacity to provide full public infrastructure, the Study Area will remain an under-utilized area in the midst of the fastest growing area in the State of Idaho. Criterion #10 is met.

**Findings: Northern Gateway:** Conditions exist within the Study Area to allow the Board of Commissioners of the Meridian Development Corporation and the Meridian City Council to determine that the area is eligible for urban renewal activities as prescribed in State Law.

**Summary of Findings**

	<b>Criteria</b>	<b>Met</b>	<b>Not Met</b>
1	The Presence of a Substantial Number of Deteriorated or Deteriorating Structures; and Deterioration of Site	X	

2	Age or Obsolescence	X	
3	Predominance of Defective or Inadequate Street Layout	X	
4	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness; Obsolete Platting	X	
5	Insanitary or Unsafe Conditions	X	
6	Diversity of Ownership	X	
7	Tax or Special Assessment Delinquency		X
8	Defective or unusual condition of title		X
9	Results in Economic Underdevelopment of the Area	X	
10	Substantially Impairs or Arrests the Sound Growth of a Municipality	X	

**Analysis: Open Land Conditions:** In addition to the eligibility conditions identified above, the geographic area under review also considers the “open land” conditions. Idaho Code Section 50-2903(8)(c) states: “[a]ny area which is predominately<sup>4</sup> open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas.”

The eligibility criteria set forth in Idaho Code Section 50-2903(8)(c) for predominantly open land areas mirror or are the same as those criteria set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b). “Diversity of ownership” is the same, while “obsolete platting” appears to be equivalent to “faulty lot layout in relation to size, adequacy, accessibility, or usefulness.” “Deterioration of structures or improvements” is the same or similar to “a substantial number of deteriorated or deteriorating structures” and “deterioration of site or other improvements.” There is also an additional qualification that the provisions of Idaho Code Section 50-2008(d) shall apply to open areas.

Idaho Code Section 50-2008 primarily addresses the urban renewal plan approval process and Idaho Code Section 50-2008(d)(4) sets forth certain conditions and findings for agency acquisition of open land as follows:

the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for

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<sup>4</sup> The statutes governing urban renewal set forth in Title 50, Chapters 20 and 29, Idaho Code, do not provide any guidance as to the definition of “predominantly.” It is assumed for purposes of this Study that predominantly means more than 50% of the Study Area is “open land.” Less than 25% of the parcels within the Study Area could conceivably fall within an open land designation. While the Study Area includes parcels that likely qualify as “open land,” making the findings pursuant to Idaho Code Section 50-2903(8)(c) is not required.

housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

In sum, there is one set of findings if the area of open land is to be acquired and developed for residential uses and a separate set of findings if the land is to be acquired and developed for nonresidential uses.

Basically, open land areas may be acquired by an urban renewal agency and developed for nonresidential uses if such acquisition is necessary to solve various problems, associated with the land or the infrastructure, that have delayed the area's development. These problems include defective or usual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout. All of the stated conditions are included in one form or another in the definition of a deteriorated area and/or a deteriorating area set forth in Idaho Code Sections 50-2903(8)(b) and 50-2018(9). The conditions listed only in Section 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area."

The conclusion of this discussion concerning open land areas is that the area qualifies if any of the eligibility conditions set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b) apply. Alternatively, the area under consideration qualifies if any of the conditions listed only in Idaho Code Section 50-2008(d)(4)(2) apply. The size of some of the parcels, the lack of water and sewer facilities in the undeveloped portion of the Study Area; a nonexistent access and internal street system; an inadequate storm drain system; and lack of fire protection, are all conditions which delay development of the large undeveloped properties in the Study Area.

Based on the above analysis, to the extent the Study Area is "predominantly open land," which is not a defined term, obsolete platting/faulty lot layout and economic underdevelopment are conditions found in the Study Area, and therefore, the open land condition is satisfied.



## Other Relevant Issues:

### **Agricultural Landowners Concurrence:**

The statutory provisions concerning the creation of an urban renewal district prohibit inclusion of any land used for an agricultural operation without the express written consent of the property owner. An agricultural operation is broadly defined in Idaho Code § 22-4502(2) and means “an activity or condition that occurs in connection with the production of agricultural products for food, fiber, fuel and other lawful uses...” One method of determining whether there exists an agricultural operation on a parcel is the presence of an agricultural property tax exemption<sup>5</sup>. As of the date of this Eligibility Study, one parcel, the Kobe property, particularly located in the northwest corner of the Study Area, maintains assessed values consistent with other agricultural lands and appears, from a visual inspection, to be an active agricultural operation. As a result, property owner consent is required prior to final consideration of the proposed district’s creation.

### **CONCLUSION:**

Based upon the data and the conditions that exist within the Study Area as noted above, the Meridian Development Corporation Board and Meridian City Council may determine that the Northern Gateway Study Area is eligible for the establishment of an urban renewal district.

**10% Analysis:** In addition to the findings reported above, verification that the assessed value of the proposed Study Area is within the statutory limits is needed. State Law limits the percentage of values on the combined base assessment rolls that can be included in urban renewal / revenue allocation districts to 10% of the current assessed valuation of all taxable property within the City. According to Ada County Assessor records, the 2020<sup>6</sup> total certified value for the City of Meridian is \$13,230,528,301 (does not include operating property). This number does not reflect exemptions. Therefore, taking a more conservative approach, the net taxable value for this calculation is used. That number is \$10,375,837,804. As shown in the analysis in Table 1 the current taxable value of the entire Study Area is estimated to be \$68,832,947. This value then must be added to the Base Assessed Values of the Downtown District, the Ten Mile District and the Union District to test for the 10% limitation. Given that at this time the City and MDC are considering the potential creation of an additional urban renewal district (the Linder URD) and an amendment to the Union URD to add additional area pursuant to Idaho Code Section 50-2033, we added their assessed values to this analysis to provide decision makers with the scale of the various districts compared to the statutory limitation. The analysis for these purposes is presented in Table 1, below. The combined base assessment roll values remain well below the statutory limit.

**Table 1**

### **Statutory 10% Limitation Analysis**

<sup>5</sup> With House Bill 560 (2020) effective July 1, 2020, eliminating the property tax exemption for agricultural land and replacing it with a method to value agricultural land, going forward the method to determine the existence of an agricultural operation will change.

<sup>6</sup> At the time this Study was prepared the 2021 values were not available. It is generally understood the 2021 values will increase; therefore, using the 2020 assessed values may be more conservative than the current conditions.

Area	Taxable Value	Percentage
Total City	\$10,375,837,804	100%
Downtown URD Base Value	\$146,334,050	1.41%
Ten Mile URD	\$ 39,539,125	0.38%
Union URD	\$2,144,360	0.02%
Proposed Northern Gateway URD	\$68,832,974	0.66%
*Proposed Linder URD	\$11,978,500	0.12%
*Proposed Union District Addition (est.)	\$3,414,100	0.03%
<b>Total UR Base Assessed Value Percentage</b>	<b>\$272,243,109</b>	<b>2.62%</b>

\*The MDC Board has considered and accepted the proposed Linder District Eligibility Study. The MDC Board is anticipated to consider the eligibility of the proposed Union District Addition in June.

The effect of creating this district on the capacity of the City and MDC to consider future districts should they choose to do so is also explored. The table below shows there is capacity to consider additional districts.

**Table 2**

<b>Remaining Urban Renewal Capacity</b>		
Maximum 10% Limitation	\$1,037,583,780	10%
Downtown URD	\$146,334,779	1.41%
Ten Mile URD	\$39,539,125	0.38%
Union URD	\$2,144,360	0.02%
Proposed Northern Gateway URD	\$68,832,947	0.66%
Proposed Linder URD	\$11,996,035	0.12%
Proposed Union District Addition (est.)	\$3,414,100	0.03%
<b>Available AV within limitation</b>	<b>\$765,340,671</b>	<b>7.38%</b>

Exhibit B

**MERIDIAN DEVELOPMENT CORPORATION  
THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN**

**RESOLUTION NO. 21-026**

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, ALSO KNOWN AS THE MERIDIAN DEVELOPMENT CORPORATION, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE NORTHERN GATEWAY DISTRICT AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REPORT; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR OR ADMINISTRATOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF MERIDIAN REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Meridian, Idaho, also known as the Meridian Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), a duly created and functioning urban renewal agency for Meridian, Idaho, hereinafter referred to as the "MDC";

WHEREAS, on July 24, 2001, the City Council (the "City Council") of the City of Meridian, Idaho (the "City"), adopted Resolution No. 01-367 establishing MDC pursuant to the Law;

WHEREAS, on October 8, 2002, the City Council, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan Urban Renewal Project, which is also referred to as the Downtown District (the "Downtown District Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 02-987 on December 3, 2002, approving the Downtown District Plan, making certain findings and establishing the Downtown District revenue allocation area (the "Downtown District Project Area");

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Ten Mile Road Urban Renewal Plan (the "Ten Mile Plan"). The public hearing was continued to June 21, 2016, for further testimony;

WHEREAS, following said public hearings, the City Council adopted its Ordinance No. 16-1695 on June 21, 2016, approving the Ten Mile Plan, making certain findings and establishing the Ten Mile revenue allocation area (the "Ten Mile Project Area");

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Meridian Revitalization Plan Urban Renewal Project ("First Amendment to the Downtown District Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 20-1881 on June 9, 2020, approving the First Amendment to the Downtown District Plan deannexing certain parcels and making certain findings (collectively, the Downtown District Plan, and amendments thereto, are referred to as the "Existing Downtown District Plan," and the Downtown District Project Area, and amendments thereto, are referred to as the "Existing Downtown District Project Area");

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Union District Urban Renewal Project (the "Union District Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 20-1882 on June 9, 2020, approving the Union District Plan, making certain findings and establishing the Union District revenue allocation area (the "Union District Project Area");

WHEREAS, the Existing Downtown District Plan, the Ten Mile Plan, and the Union District Plan and their project areas are collectively referred to as the "Existing Project Areas;"

WHEREAS, it has become apparent that additional property, most of which is located within the City, and a portion of which is located within the City's area of operation within unincorporated Ada County, may be deteriorating or deteriorated and should be examined as to whether such an area is eligible for an urban renewal project;

WHEREAS, in 2021, Kushlan | Associates commenced an eligibility study and preparation of an eligibility report for an area 126.226 acres in size, approximately 77 acres of which is currently located within the boundaries of the Existing Downtown

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District Project Area, which area is subject to a de-annexation. The area is generally located in the central part of Meridian, northeast of the City's downtown core, and east of Meridian Road and south of Fairview Avenue extending to Pine Avenue between NE 2<sup>nd</sup> Street and NE 3<sup>rd</sup> Street, and which area also includes a commercial area east of Meridian Road fronting Fairview Avenue on the north and a 17.64-acre parcel located on the northwest corner of Meridian Road and Cherry Lane. The eligibility study area is commonly referred to as the Northern Gateway District Study Area (the "Study Area");

WHEREAS, MDC has obtained the Northern Gateway Urban Renewal District (Proposed) Eligibility Report, dated May 2021 (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area, which area also included real property located within unincorporated Ada County, for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which lists the definition of deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area;

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the areas, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the base assessment rolls for the Existing Project Areas and any proposed revenue allocation areas or amendments thereto, do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. See Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code Sections 50-2018(9), 50-2903(8) and 50-2008(d) list additional conditions applicable to open land areas, including open land areas to be acquired by the Agency;

WHEREAS, the Study Area is not "predominantly" open; however, the Report addresses the necessary findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

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WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in Section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Report includes a parcel subject to such consent. While the necessary consent has not been obtained, the consent shall be obtained prior to City Council consideration of any urban renewal plan;

WHEREAS, Idaho Code Section 50-2018(18) provides that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the other city or county declaring the need for an urban renewal plan for the proposed area;

WHEREAS, the portion of the Study Area lying outside the City limits and within unincorporated Ada County includes a parcel which is anticipated to proceed through the formal annexation process of the City;

WHEREAS, though a portion of the Study Area lies outside the City limits, because that parcel is anticipated to proceed through the voluntary annexation process, no formal resolution from Ada County, Idaho, has been requested. In the event annexation of that parcel has not been obtained by the time the City Council considers approval of a new urban renewal plan, it is anticipated the City would seek to obtain an agreement with Ada County, Idaho, as required by Idaho Code Section 50-2906(3);

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the MDC Board finds it in the best public interest to accept the Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the MDC Board acknowledges acceptance and receipt of the Report, attached hereto as **Exhibit A**, recognizing technical changes or corrections which may be required before transmittal to the City Council for its consideration.

Section 3. That there are one or more areas within the City and within unincorporated Ada County that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8).

Section 4. That one such area is 126.226 acres in size, approximately 77 acres of which is currently located within the boundaries of the Downtown District, which area is subject to a de-annexation, and is commonly referred to as the Northern Gateway District Study Area, as more fully described in the Report. The area studied consists of both properties located within the City limits as well as within the area of City impact, in unincorporated Ada County, however, the parcel within unincorporated Ada County is anticipated to proceed shortly through the formal annexation process of the City.

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

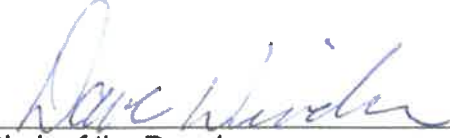
Section 6. That the Chair or Vice-Chair of the MDC Board of Commissioners, or the Administrator, are hereby authorized to transmit the Report to the Meridian City Council requesting that the City Council:

- a. Determine whether the Study Area identified in the Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project;
- b. If such designation is made, whether MDC should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law;
- c. Coordinate with MDC to obtain the required agricultural consent from the property owner.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, also known as the Meridian Development Corporation, on June 9, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 9, 2021.

APPROVED:

By  \_\_\_\_\_  
Chair of the Board

ATTEST:

By  \_\_\_\_\_  
Secretary



## AGENDA ITEM

**ITEM TOPIC:** Resolution No. 21-2274: A Resolution of the Mayor and the City Council of the City of Meridian, Idaho, Accepting that Certain Report on Eligibility for the Idaho Block Annexation Area as an Urban Renewal Area and Revenue Allocation Area and Justification for Designating the Area as Appropriate for an Urban Renewal Project; Determining that the Area Identified in the Report as the Proposed Amendment Area Adjacent and Contiguous to the Existing Union District Revenue Allocation Area Within the City of Meridian, to be a Deteriorated Area or a Deteriorating Area, or a Combination Thereof, as Defined by Idaho Code Sections 50-2018(9) and 50-2903(8); Directing the Urban Renewal Agency of the City of Meridian, Idaho, also Known as the Meridian Development Corporation, to Commence the Preparation of an Urban Renewal Plan Amendment, which Plan Amendment May Include Revenue Allocation Provisions For All or Part of the Area; and Providing an Effective Date



# MEMO TO CITY COUNCIL

## Request to Include Topic on the City Council Agenda

**From:** Cameron Arial, Community Development      **Meeting Date:** July 6, 2021

**Presenter:** Cameron Arial      **Estimated Time:** 15 minutes

**Topic:** Resolution No. 21-2274: A Resolution of the Mayor and the City Council of the City of Meridian, Idaho, Accepting that Certain Report on Eligibility for the Idaho Block Annexation Area as an Urban Renewal Area and Revenue Allocation Area and Justification for Designating the Area as Appropriate for an Urban Renewal Project; Determining that the Area Identified in the Report as the Proposed Amendment Area Adjacent and Contiguous to the Existing Union District Revenue Allocation Area Within the City of Meridian, to be a Deteriorated Area or a Deteriorating Area, or a Combination Thereof, as Defined by Idaho Code Sections 50-2018(9) and 50-2903(8); Directing the Urban Renewal Agency of the City of Meridian, Idaho, also Known as the Meridian Development Corporation, to Commence the Preparation of an Urban Renewal Plan Amendment, which Plan Amendment May Include Revenue Allocation Provisions For All or Part of the Area; and Providing an Effective Date

### Background

While downtown Meridian is beginning to experience renewed interest, the challenges in revitalizing aging downtown properties are still apparent. New private investment in the original downtown Meridian Revitalization District (“original District”) has been hampered by the 2008-2009 recession and, more recently, by uncertainties surrounding COVID-related changes in the commercial real estate market and rising development costs.

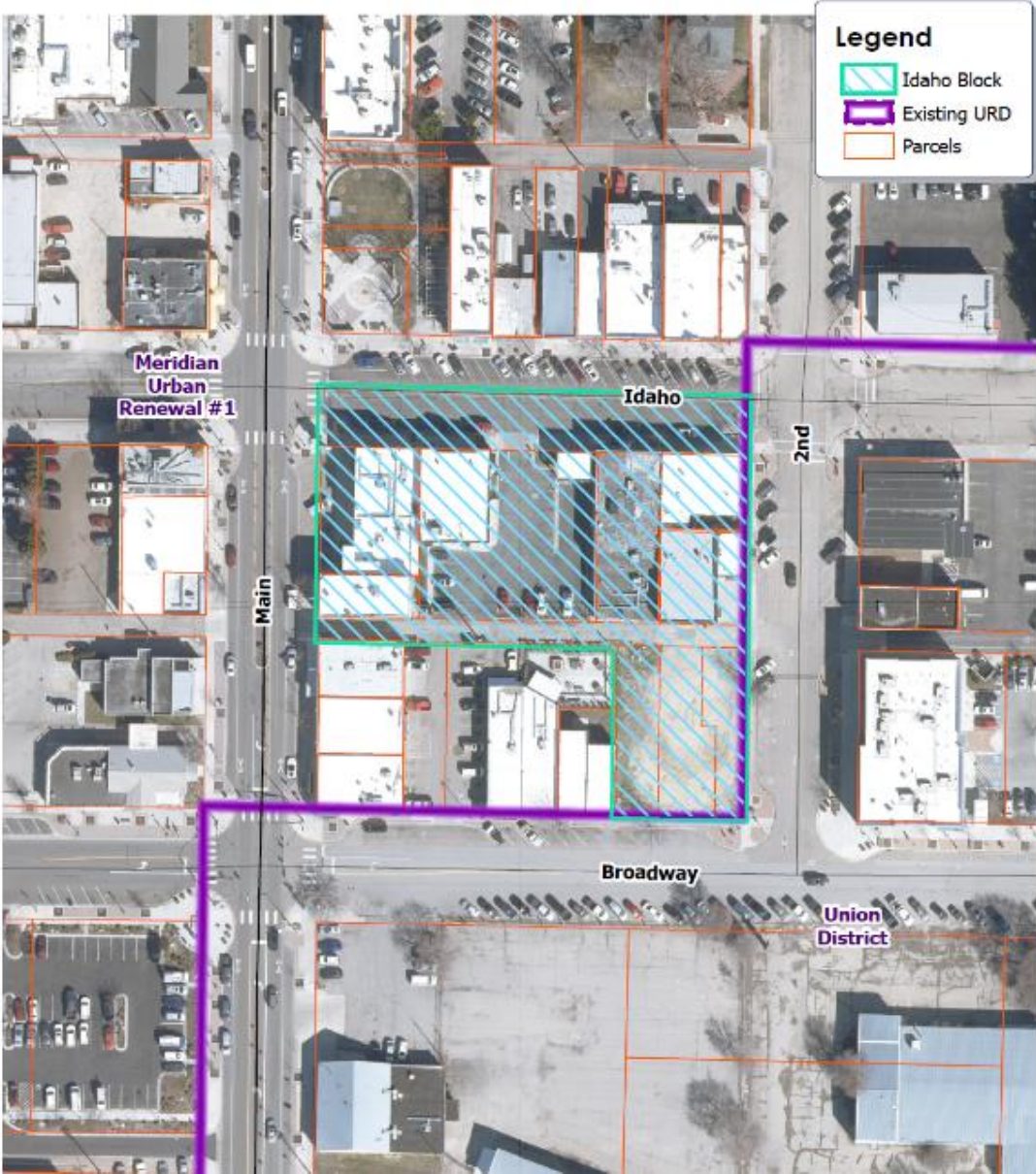
Meridian Development Corporation (“MDC”) has been engaged in urban renewal efforts in the original District since its adoption in late 2002. The original District will sunset in 2026. With limited time to utilize the urban renewal tools available to assist in funding public infrastructure improvements, many properties are likely to remain underutilized without intervention.

It is difficult for property owners to justify redevelopment of the small, infill sites that make up the majority of the original District *and* fund the required public infrastructure improvements that condition development.

Based on inquires and interest in the Idaho Block Study Area (“Study Area”), pictured below, MDC retained Kushlan | Associates to prepare an Eligibility Report to assess the viability of the Study Area as an urban renewal project and evaluate its concurrence with Idaho Code requirements. The Eligibility Report (Exhibit A of the proposed resolution) cites the conditions necessary as well as the financial findings required. The Study Area is proposed to be annexed into the adjacent Union District, created in 2020.



Idaho Block Study Area



Current market rents cannot support development costs or produce the returns necessary to secure private equity investment or traditional bank financing for redevelopment of the small parcels in the Study Area. The assemblage of parcels can spread soft development costs over a larger area and when coupled with MDC’s ability to fund public infrastructure improvements required of new development, can spur development interest.

MDC accepted the Idaho Block Study Area Eligibility Report and, through MDC Resolution 21-027 adopted on June 9, 2021 (Exhibit B of the proposed resolution), authorized its transmittal to the City Council for consideration and, if accepted as appropriate for an urban renewal project, subsequent direction for MDC to proceed with preparation of an amended urban renewal plan providing for the annexation of the Study Area into the Union District.

Annexation of the Idaho Block Study Area's 11 parcels will add 1.461 acres to the existing 16-acre Union District. Idaho Code allows for a one-time amendment to extend the boundary of an existing revenue allocation area if the new area is contiguous and not more than ten percent of the existing area.

A study area is required to meet at least one of ten conditions specified in Idaho Code Sections 50-2018(9) and 50-2903(8) to qualify for urban renewal activities. The Eligibility Report finds that the Study Area meets four of the ten criteria (Eligibility Report, page 13).

Approval of this resolution provides for:

- Acceptance of the Idaho Block Study Area Eligibility Report,
- Determination that the Study Area is contiguous to the existing Union District and, as specified in the Eligibility Report, meets the findings and characteristics stipulated in Idaho Code to establish an urban renewal plan amendment, and
- Directs MDC to prepare a First Amendment to the Union District Urban Renewal Plan to annex the Study Area into the Union District.

### **Future Actions**

The public hearing and second reading of the ordinance to adopt the Second Amendment to the Meridian Revitalization Urban Renewal District providing for the deannexation of the Idaho Block Study Area from the original District also appear on this evening's agenda for Council consideration.

Following Council acceptance of the Eligibility Report and direction for MDC to begin preparation of an amendment, staff and consultants will prepare a plan amendment specific to the annexation of the Study Area into the Union District. City and MDC staff will inform and engage property owners. In addition, Planning and Zoning Commission must review the proposed plan to validate its conformity with the City Comprehensive Plan.

The First Amendment to the Union District Urban Renewal Plan will then be brought to the City Council for consideration and final adoption following three ordinance readings and a public hearing. It is anticipated that these final actions will occur mid-November through early December 2021.

CITY OF MERIDIAN

RESOLUTION NO. 21-2274

BY THE CITY COUNCIL:

BERNT, BORTON, CAVENER,  
HOAGLUN, PERREAULT, STRADER

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR THE IDAHO BLOCK ANNEXATION AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; DETERMINING THAT THE AREA IDENTIFIED IN THE REPORT AS THE PROPOSED AMENDMENT AREA ADJACENT AND CONTIGUOUS TO THE EXISTING UNION DISTRICT REVENUE ALLOCATION AREA WITHIN THE CITY OF MERIDIAN, TO BE A DETERIORATED AREA OR A DETERIORATING AREA, OR A COMBINATION THEREOF, AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN, IDAHO, ALSO KNOWN AS THE MERIDIAN DEVELOPMENT CORPORATION, TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN AMENDMENT, WHICH PLAN AMENDMENT MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council (the “City Council”) of the City of Meridian, Idaho (the “City”), found that deteriorating areas exist in the City, therefore, for the purposes of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), created an urban renewal agency pursuant to the Law, authorizing the agency to transact business and exercise the powers granted by the Law and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) upon making the findings of necessity required for creating the Urban Renewal Agency of the city of Meridian, Idaho, also known as the Meridian Development Corporation (“MDC”);

WHEREAS, the Mayor has duly appointed the Board of Commissioners of MDC (the “MDC Board”), which appointment was confirmed by the City Council;

WHEREAS, on October 8, 2002, the City Council, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan Urban Renewal Project, which is also referred to as the Downtown District (the “Downtown District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 02-987 on December 3, 2002, approving the Downtown District Plan, making certain findings

and establishing the Downtown District revenue allocation area (the “Downtown District Project Area”);

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Ten Mile Road Urban Renewal Plan (the “Ten Mile Plan”). The public hearing was continued to June 21, 2016, for further testimony;

WHEREAS, following said public hearings, the City Council adopted its Ordinance No. 16-1695 on June 21, 2016, approving the Ten Mile Plan, making certain findings and establishing the Ten Mile revenue allocation area (the “Ten Mile Project Area”);

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Meridian Revitalization Plan Urban Renewal Project (“First Amendment to the Downtown District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 20-1881 on June 9, 2020, approving the First Amendment to the Downtown District Plan deannexing certain parcels and making certain findings (collectively, the Downtown District Plan, and amendments thereto, are referred to as the “Existing Downtown District Plan,” and the Downtown District Project Area, and amendments thereto, are referred to as the “Existing Downtown District Project Area”);

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Union District Urban Renewal Project (the “Union District Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 20-1882 on June 9, 2020, approving the Union District Plan, making certain findings and establishing the Union District revenue allocation area (the “Union District Project Area”);

WHEREAS, the Existing Downtown District Plan, the Ten Mile Plan, and the Union District Plan and their project areas are collectively referred to as the “Existing Project Areas;”

WHEREAS, based on inquiries and information presented by certain interested parties and property owners, MDC commenced certain discussions concerning examination of an additional area as appropriate for an urban renewal project;

WHEREAS, in 2021, Kushlan | Associates commenced an eligibility study and preparation of an eligibility report for an area 1.461 acres in size, which is currently located within the boundaries of the Existing Downtown District Project Area, which area is subject to a deannexation from the Existing Downtown Project Area. The area is located generally in the central part of the City on the block bounded by Main Street on the west, Idaho Avenue on the north, NE 2<sup>nd</sup> Street on the east, and Broadway Avenue on the south. The area is adjacent and contiguous to the Union District Project Area. The eligibility study area is commonly referred to as the Idaho Block Annexation Study Area (the “Study Area”);

WHEREAS, MDC obtained an eligibility report entitled Idaho Block Annexation to Union District (Proposed) Eligibility Report, dated June 2021 (the “Report”), which examined

the Study Area, for the purpose of determining whether such area is a deteriorating area, a deteriorated area, or a combination of both a deteriorating area and a deteriorated area, as those terms are defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, the Report, a copy of which is attached hereto as **Exhibit A**, found the existence of one or more of the statutory criteria for the Study Area to be considered eligible for urban renewal activities;

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and a deteriorated area, several of the conditions necessary to be present in such an area are found in the Study Area, *i.e.*,

- a. age or obsolescence;
- b. faulty lot layout in relation to size, adequacy, accessibility, or usefulness; obsolete platting;
- c. diversity of ownership; and
- d. results in economic underdevelopment of the area;

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, the Report finds there is no open land within the Study Area as contemplated in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d), and there are not any agricultural operation parcels subject to property owner consent pursuant to Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9);

WHEREAS, MDC, on June 9, 2021, adopted Resolution No. 21-027 (a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference, without attachments thereto) accepted the Report and authorized the Chair, Vice-Chair, or Administrator of MDC to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct MDC to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation provision as allowed by law;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the base assessment rolls for the Existing Project Areas and any proposed revenue allocation areas, do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, the Report includes a preliminary analysis concluding the Study Area does not exceed 10% of the geographical area contained within the existing Union District Revenue Allocation Area, and the Study Area is contiguous to the Union District Project Area;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;



WHEREAS, Idaho Code Section 50-2906 also requires that in order to adopt an urban renewal plan (or plan amendment) containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan (or plan amendment) is a deteriorated area, a deteriorating area, or a combination thereof; and

WHEREAS, it is desirable and in the best public interest that MDC prepare an urban renewal plan amendment for the area identified as the Idaho Block Annexation Study Area in the Report located in the city of Meridian, county of Ada, state of Idaho.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN, AS FOLLOWS:

**Section 1.** That the City Council acknowledges acceptance and receipt of the Report.

**Section 2.** That the City Council finds and declares that the Idaho Block Annexation Study Area identified in the Report, attached hereto as **Exhibit A**, is a deteriorated area, a deteriorating area, or a combination thereof, existing in the City, as defined in Title 50, Chapters 20 and 29, Idaho Code, as amended, and qualifies as an urban renewal project and justification exists for designating the area as appropriate for an urban renewal project.

**Section 3.** That the City Council finds and declares there is a need for MDC, an urban renewal agency, to function in accordance with the provisions of Title 50, Chapters 20 and 29, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan amendment.

**Section 4.** That having made such designation, the City Council hereby directs MDC to commence preparation of an urban renewal plan amendment to annex the Study Area into the existing Union District Project Area for consideration by the MDC Board and, if acceptable, final consideration by the City Council in compliance with Title 50, Chapters 20 and 29, Idaho Code, as amended.

**Section 5.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED By the Council of the City of Meridian, Idaho, this 6th day of July 2021.

APPROVED By the Mayor of the City of Meridian, Idaho, this 6th day of July 2021.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Exhibit A



Idaho Block Annexation to Union District  
(Proposed)

Eligibility Report

Prepared for

The Meridian Development Corporation  
June 2021



Kushlan | Associates  
Boise, Idaho

**Introduction:** Kushlan | Associates was retained by the Urban Renewal Agency of the City of Meridian, Idaho, also known as the Meridian Development Corporation (the “MDC”) to assist in their consideration of annexing a portion of the existing Downtown District to the Union Urban Renewal District<sup>1</sup> in the City of Meridian, Idaho.

Elected Officials serving the City of Meridian are:

Mayor:	Robert Simison
Council President:	Treg Bernt
Council Vice President:	Brad Hoaglun
Council Members:	Joe Borton
	Luke Cavener
	Liz Strader
	Jessica Perreault

City Staff

Community Development Director:	Cameron Arial
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Idaho Code § 50-2006 states: “URBAN RENEWAL AGENCY. (a) There is hereby created in each municipality an independent public body corporate and politic to be known as the "urban renewal agency" that was created by resolution as provided in section 50-2005, Idaho Code, before July 1, 2011, for the municipality...” to carry out the powers enumerated in the statutes. The Meridian City Council adopted Resolution 01-397 on July 24, 2001 bringing forth those powers within the City of Meridian.

The Mayor, with the confirmation of the City Council, has appointed nine members to the MDC Board of Commissioners (the “MDC Board”). The MDC Board currently oversees the implementation of three urban renewal districts. Two are focused on the revitalization of downtown Meridian. The first, the Meridian Revitalization Plan Urban Renewal Project (the “Downtown District”) was established by the City Council’s adoption of Ordinance No. 02-987 on December 3, 2002. The second district, the Urban Renewal Plan for the Union District Urban Renewal Project (the “Union District”) was established with the adoption of Ordinance No. 20-1882 on June 9, 2020. Both the Downtown District and the Union District are focused on redevelopment activities in and around the City’s downtown core. The third district, the Urban Renewal Plan for the Ten Mile Road- A Urban Renewal Project (the “Ten Mile District”) was established by Ordinance No. 16-1695 adopted on June 21, 2016, and is focused on economic development outside of the City’s core to support implementation of the Ten Mile Interchange Specific Area Plan.

The current membership of the Commission is as follows:

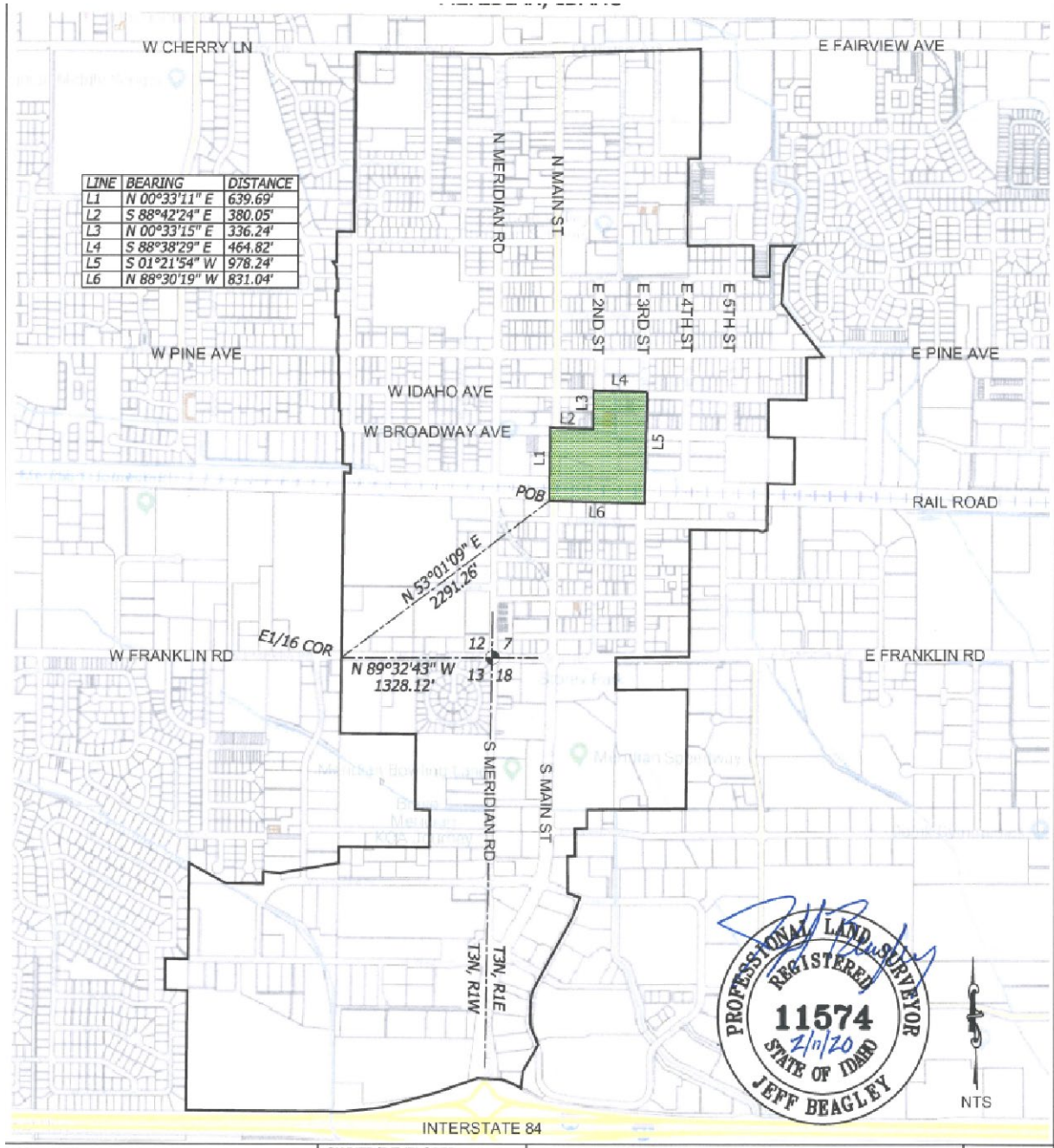
Chair:	David Winder
Vice Chairman	Nathan Mueller
Secretary/ Treasurer	Steve Vlassek
Commissioners	Dan Basalone
	Rob McCarvel
	Treg Bernt
	Tammy deWeerd
	Diane Bevan
	Kit Fitzgerald

<sup>1</sup> Throughout this Study, urban renewal/revenue allocation area will be referred to as an “urban renewal district.”

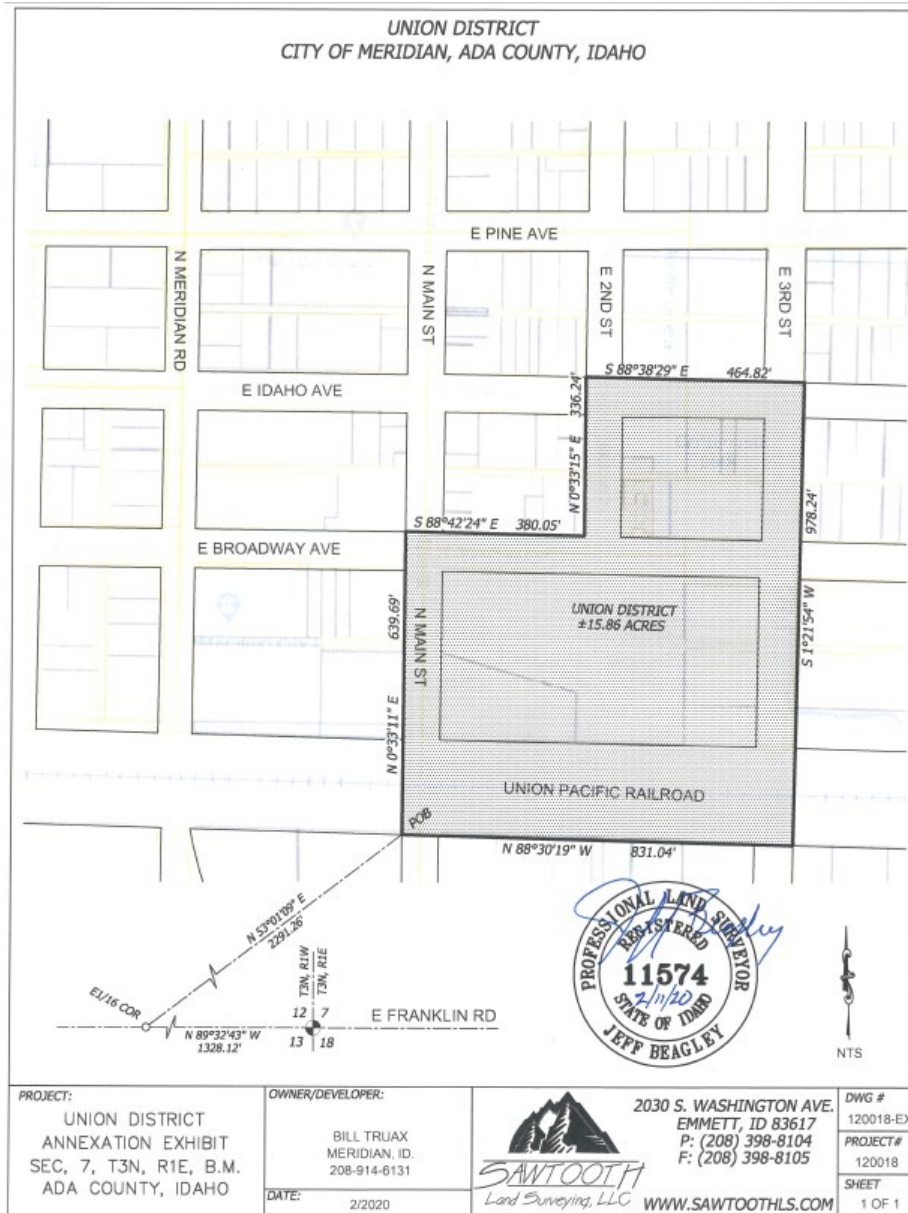
Staff:  
Urban Renewal Administrator:  
Legal Counsel:

Ashley Squyres  
Todd Lakey

### Map of the Downtown District (excluding shaded area)

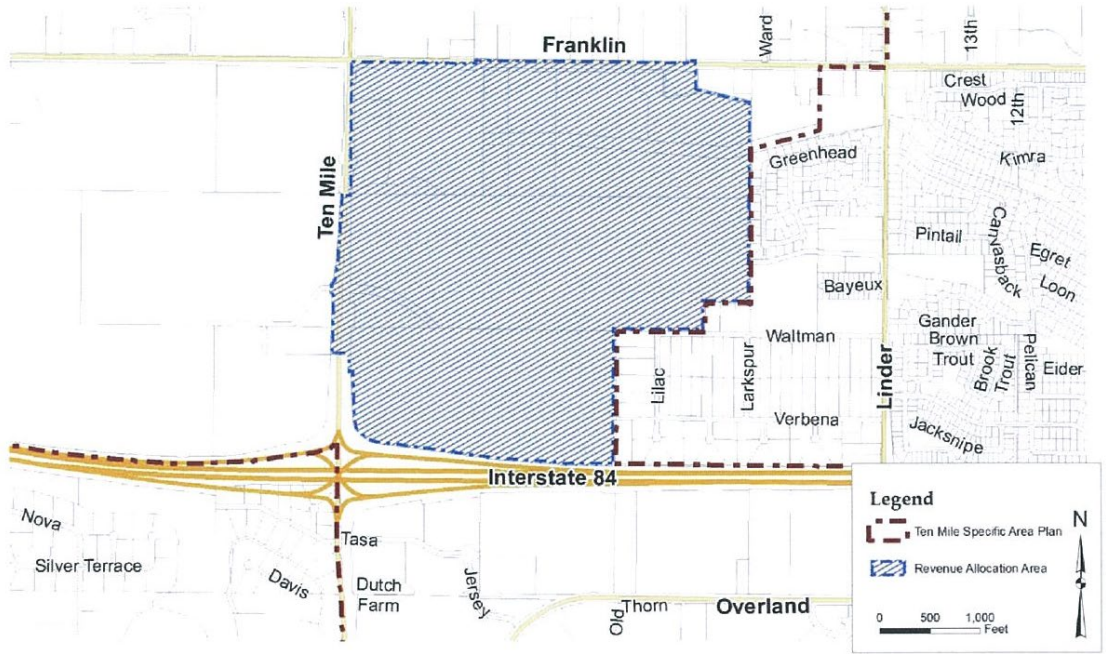


# Map of Union District





## Map of Ten Mile Road District



### Background:

While Native Americans inhabited the area for centuries, the development of the community of Meridian, as we know it today, evolved through the late nineteenth century. European settlement started in the 1880s and was originally located on a farm owned by the Onweiler family. A school was opened in 1885. The U.S. Postal Service established a mail drop along the Oregon Short Line Railroad and the site was named Hunter after its superintendent. Community activity grew around this mail stop focused on the railroad. In 1893 an Odd Fellows lodge was organized and called itself Meridian, acknowledging that it was located on the Boise Meridian the primary North-South survey benchmark for Idaho. That name grew in primary use as the name of the settlement and the Village of Meridian was incorporated in 1903 with a population of approximately 200.

The economy had traditionally been focused on the support of the surrounding agricultural activities. A major creamery was established in the community in 1897 to support the nearby dairies. Fruit orchards were located throughout the area.

Meridian was a significant stop on the Interurban electric railway from 1908 to 1928. This service provided convenient access for passengers and freight in both easterly and westerly directions.

Throughout most of the 20<sup>th</sup> century, Meridian remained a relatively quiet community focused on its agricultural roots. US Census Bureau data, reflects a 1910 population of 619 people growing to 2,616 by 1970. However, starting in 1970 the pace of growth in Southwest Idaho quickened and Meridian's growth initially reflected, and then exceeded the regional rates by significant margins. Over the past twenty-five years the rate of growth

has been startling by any reasonable standard. The following table reflects that population growth over the city’s history.

1903 (Incorporation Estimate)	200
1910	619
1920	1,013
1930	1,004
1940	1,465
1950	1,500
1960	2,100
1970	2,600
1980	6,658
1990	9,596
2000	34,919
2010	75,092
2020	114,200
2021 (Estimate)	129,555

When income statistics are compared to statewide numbers, the population of Meridian compares favorably with the rest of Idaho in these categories. The median household income in Meridian is \$71,389, approximately 28% above the statewide figure of \$55,785. Per capita money income for the Meridian population is \$33,328 as compared to the statewide number of \$27,970. The percentage of the Meridian population below poverty level is 8.6% as compared to the statewide number of 11.2%.

**Investment Capacity:** Cities across the nation actively participate in the economic vitality of their communities through investment in infrastructure. Water and sewer facilities as well as transportation, communication, electrical distribution and other systems are all integral elements of an economically viable community. Idaho cities have a significant challenge in responding to these demands along with the on-going need to reinvest in their general physical plant to ensure it does not deteriorate to the point of system failure. They face stringent statutory and constitutional limitations on revenue generation and debt as well as near total dependence upon state legislative action to provide funding options. These strictures severely constrain capital investment strategies.

The tools made available to cities in Title 50, Chapters 20 and 29, the Urban Renewal Law and the Local Economic Development Act are some of the few that are available to assist communities in their efforts to support economic vitality. New sources of State support are unlikely to become available in the foreseeable future, thus the City of Meridian’s interest in exploring the potential for modifying the Union Urban Renewal District is an appropriate public policy consideration.

The City of Meridian initially established its Urban Renewal Agency in 2001. As noted above, the Downtown District’s exclusive focus, limited by the boundaries of the district, is on the traditional downtown area of Meridian. The Ten Mile District was created in 2016 and was designed to support the implementation of the Ten Mile Interchange Specific Area Plan. A third urban renewal district, the Union District, was created in 2020 from an area

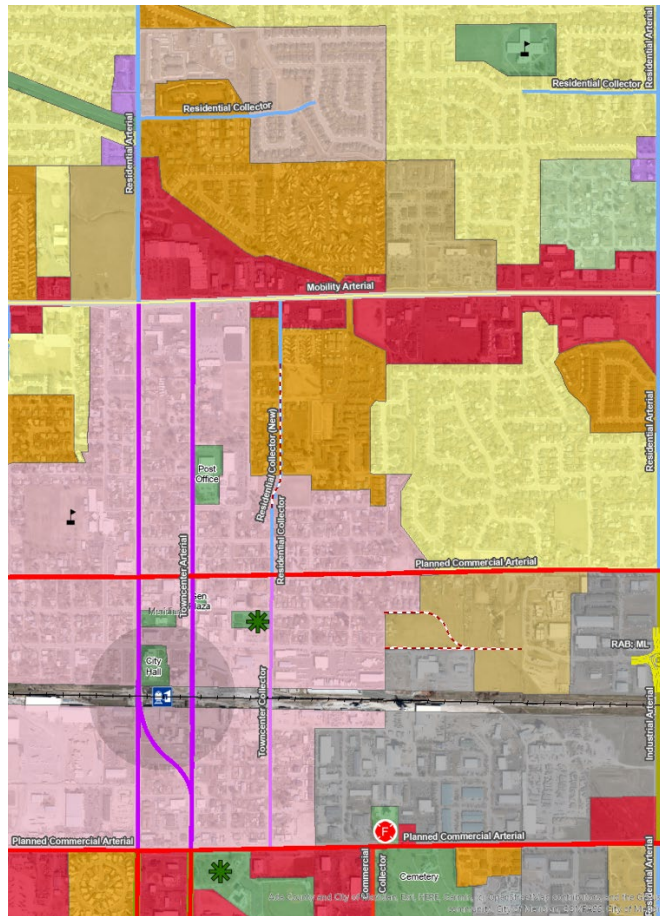
de-annexed from the original Downtown District to support a significant mixed use-project.

The proposed Northern Gateway Urban Renewal District would, if approved by the MDC Board of Commissioners and Meridian City Council, would remove 145 parcels from the existing Downtown District and combine those with other properties and rights-of-way north of Fairview Avenue and southeast of Fairview Avenue to establish a new district.

The Union District annexation of the block located in downtown Meridian, bounded by Main Street, Idaho Avenue, NE 2<sup>nd</sup> Street and Broadway Avenue is designated for this study as the Idaho Block. The Idaho Block is currently located within the boundaries of the Downtown District<sup>2</sup> but is being considered for de-annexation to allow for inclusion into the adjacent Union District.

Comprehensive Plan:

The City of Meridian Comprehensive Plan, updated in 2019 designates the area under review as Old Town.



<sup>2</sup> The Second Amendment to the Meridian Revitalization Plan seeking to deannex certain parcels from the existing Downtown District, including what is referred to as the Idaho Block parcels that are contemplated to be considered for annexation into the existing Union District Project Area pursuant to Idaho Code Section 50-2033, has been approved by the MDC Board and submitted to the City for its consideration.

The Meridian Comprehensive Plan details the anticipated land uses in the various designations throughout the city. Those uses for the Old Town Area are articulated below.

### **Old Town Land Uses**

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

The City has developed specific architectural standards for Old Town and other traditional neighborhood areas. Pedestrian amenities are emphasized in Old Town via streetscape standards. Additional public and quasi-public amenities and outdoor gathering area are encouraged. Future planning in Old Town will be reviewed in accordance with Destination Downtown, a visioning document for redevelopment in Downtown Meridian. Please see Chapter 2 Premier Community for more information on Destination Downtown. Sample zoning include O-T

### **Steps in Consideration of an Amendment to an Urban Renewal District:**

The first step in consideration of amending an urban renewal district to add area in Idaho is to define a potential area for analysis as to whether conditions exist within it to qualify for redevelopment activities under the statute. We have called this the “Study Area.”

The next step in the process is to review the conditions within the Study Area to determine whether the area is eligible for annexation into an existing district. The State Law governing urban renewal sets out the following criteria, at least one of which must be found, for an area to be considered eligible for urban renewal activities:

1. The Presence of a Substantial Number of Deteriorated or Deteriorating Structures and Deterioration of Site or Other Improvements [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
2. Age or Obsolescence [50-2018(8) and 50-2903(8)(a)]
3. Predominance of Defective or Inadequate Street Layout [50-2018(9) and 50-2903(8)(b)]

4. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness; Obsolete Platting [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
5. Insanitary or Unsafe Conditions [50-2018(9) and 50-2903(8)(b)]
6. Diversity of Ownership [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
7. Tax or Special Assessment Delinquency [50-2018(9) and 50-2903(8)(b)]
8. Defective or Unusual Conditions of Title [50-2018(9) and 50-2903(8)(b)]
9. Results in Economic Underdevelopment of the Area [50-2903(8)(b); 50-2903(8)(c)]
10. Substantially Impairs or Arrests the Sound Growth of a Municipality [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]

If the Eligibility Report finds that one or more of the conditions noted above exists within the Study Area, then the Agency may accept the findings and forward the Eligibility Report to the City Council for their consideration. If the City Council concurs with the determination of the Agency, they may direct that an Amendment to the Urban Renewal Plan be developed for the area that addresses the issues raised in the Eligibility Report.

The Agency then acts to prepare the Amendment to the Urban Renewal Plan annexing the area into the existing District and establishing a Revenue Allocation Area for the expansion area to fund improvements called for in the Plan Amendment. Once the Plan Amendment for the District and Revenue Allocation Area are completed, the Agency Board forwards it to the City Council for their consideration.

The City Council must refer the Amendment to the Urban Renewal Plan to the Planning and Zoning Commission to determine whether the Plan Amendment, as presented, is consistent with the City's Comprehensive Plan and make a corresponding finding. At the same time, other taxing entities levying property taxes within the boundaries of the proposed Urban Renewal District are provided a thirty-day opportunity to comment on the Plan Amendment to the City Council. While the taxing entities are invited to comment on the Plan Amendment, their concurrence is not required for the City Council to proceed with formal consideration.

Based on legislative changes to Idaho Code § 50-2908(2)(a), effective July 1, 2020, the Ada County Highway District (ACHD) is allocated all of the taxes levied by ACHD within a revenue allocation area first formed or expanded to include property on or after July 1, 2020 (including taxes levied on the base and increment values), which would apply to this proposed district, if formed. However, ACHD and MDC may enter into an agreement for a different allocation, which agreement shall be submitted to the State Tax Commission and to the Ada County Clerk by ACHD as soon as practicable after the parties have entered in the agreement and by no later than September 1 of the year in which the agreement takes effect. In the case of the Union District Annexation Study Area, the affected taxing districts are:



- The City of Meridian
- The West Ada School District (School District No. 2)
- Ada County
- Emergency Medical District/Ada County Ambulance
- Mosquito Abatement District
- The Ada County Highway District
- Meridian Library District
- Meridian Cemetery District
- Western Ada Recreation District
- College of Western Idaho

Once the Planning and Zoning Commission makes their finding of conformity and the thirty-day comment period has passed, the City Council is permitted to hold a public hearing and formally consider the adoption of the Plan Amendment annexing the expansion area into the existing Urban Renewal District and Revenue Allocation Area.

The City Council must also find that the taxable value of the district to be created plus the Base Assessed Value of any existing Urban Renewal / Revenue Allocation Area does not exceed the statutory maximum of 10% of the citywide assessed valuation.

If the City Council, in their discretion chooses to proceed, they will officially adopt the Amendment to the Urban Renewal Plan and Revenue Allocation Area and provide official notification of that action to the affected taxing districts, County Assessor and Idaho State Tax Commission.

The Agency then proceeds to implement the Plan Amendment.

### **Description of the Union District Annexation Study Area:**

The Study Area subject to the current review is generally located in the central part of Meridian on the block bounded by Main Street on the west, Idaho Avenue on the north, NE 2<sup>nd</sup> Street on the east and Broadway Avenue on the south. It contains 1.165 parcel acres (1.461 acres including to the centerline of Idaho Avenue) or 45,867.48square feet divided into eleven separate lots. Three lots<sup>3</sup> are vacant with the remaining lots containing structures built during the early part of the 20<sup>th</sup> Century.

The size and value information presented below was derived from the Ada County Assessor's on-line parcel information system<sup>4</sup>.

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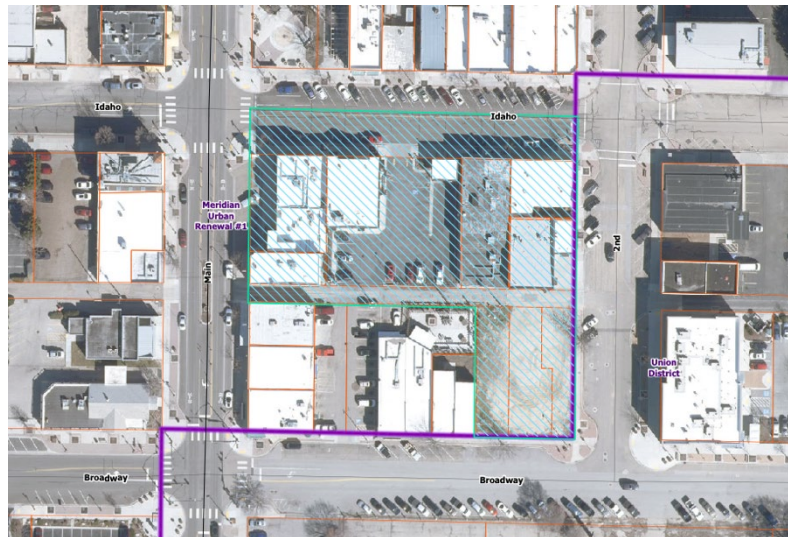
<sup>3</sup> While R5672000631 and R5672000632 are also vacant, combined these vacant lots represent .005 acres.

<sup>4</sup> For purposes of this Study, the 2020 taxable values were reviewed as at the time of this review the 2021 value information was not available. Use of the 2020 values provides a more conservative analysis as it is generally understood significant value increases will occur in 2021. Further, based on the adoption of H389, effective retroactive to January 1, 2021, the Homeowner Property Tax Exemption will increase to a maximum of \$125,000. This is anticipated to further reduce the base. Again, as the 2021 tax assessments were not yet available at the time this Study was prepared, the 2020 data has been used. The 10% analysis set forth below will ultimately be revisited in any further amendment to the urban renewal plan.

Idaho Block Parcel Data  
Table 1

Tax Parcel	Site Address	Lot Size Sq. Ft.	Assessed Value Land	Assessed Value Improvements	Total Assessed Value	Year Constructed
R5672000680	105 E Idaho Ave	6,098	\$85,400	\$535,100	\$620,500	1935
R567200069	720 N Main St	2,178	\$28,300	\$369,100	\$397,400	1937
R5672000651	113 E Idaho Ave	14,810	\$162,900	\$927,200	\$1,090,100	1947
R5672000642	127 E Idaho Ave	5,314	\$74,400	\$428,000	\$502,400	1905
R5672000636	139 E Idaho Ave	2,875	\$37,400	\$203,600	\$241,000	1915
R5672000630	725 NE 2nd St	3,485	\$45,300	\$380,900	\$426,200	1945
R5672000610	130 E Broadway Ave	3,485	\$41,800	\$0	\$41,800	Vacant
R5672000615	132 E Broadway Ave	4,356	\$52,300	\$0	\$52,300	Vacant
R5672000625	109 NE 2nd St	3,049	\$39,600	\$0	\$39,600	Vacant
R5672000631	NE 2 <sup>nd</sup> St	87.12	\$1,100	\$0	\$1,100	Vacant
R5672000632	NE 2 <sup>nd</sup> St	130.68	\$1,700	\$0	\$1,700	Vacant
		45,867.48	\$570,200	\$2,843,900	\$3,414,100	

### Union Urban Renewal District Annexation



### The Study Area

The Union District Annexation Study Area consists of eleven (11) tax parcels located in central Meridian on the block bounded by Main Street on the west, Idaho Avenue on the north, NE 2<sup>nd</sup> Street on the east and Broadway Avenue on the south. The properties within the Study Area carry zoning designations consistent with its historic usage. Old Town (OT) zoning designations are in place on all eleven parcels. Ada County Assessor records show that none of the properties reflect a Homeowners Property Tax Exemption indicating there are no owner-occupied residences. The rights-of-way for the afore-mentioned streets are excluded from the de-annexation with the exception of the south half of Idaho Avenue between Main Street and NE 2<sup>nd</sup> Street.

The Study Area is one of the older developed areas in the community. As noted above, Meridian was established in the 1880s and eventually incorporated as a Village under Idaho law in 1903. All of the structures date from the period from 1905 to 1947.

When the improvement value assigned to a parcel is less than or approaches the land value, a deteriorated or deteriorating condition is present. National real estate appraisal standards suggest that in an economically viable property, land value should contribute approximately 30% of the total value leaving 70% to the improvements. As that ratio shifts, with improvement value declining as a proportion of the total, a condition of disinvestment is determined to be present. At a point when the improvement value represents less than 50% of the total (i.e., improvement value is less than land value) such condition represents a “deteriorated condition” for the purposes of this analysis. With these benchmarks in mind, we find that none of the properties reflect improvement values less than land values.

Three properties constituting 0.25 acres (10,890 Sq. Ft.) are currently vacant as the historic structures formerly located thereon having been razed.

**Streets:** Only the south half of Idaho Avenue between Main Street and NE 2<sup>nd</sup> Street would be included within the boundaries of the annexation. The other abutting streets and associated rights-of-way will remain either in the Downtown District (North half of Idaho Avenue and Main Street) or are already included in the Union District (NE 2<sup>nd</sup> Street and Broadway Avenue). The portion of Idaho Avenue that is to be included in the annexation has been improved to urban standards. An alley bisects the block in an East-West orientation and the pavement reflects a deteriorated condition.

**Illumination:** Street lighting, to City standards, has been provided along Idaho Avenue.

**Sidewalks:** Pedestrian facilities on Idaho Avenue within the Study Area are in place and are in good condition.

**Storm Drainage:** Street drainage is accommodated by a curb along the south side of Idaho Avenue carrying storm water to a catch basin located at the intersection of Idaho Avenue and Main Street.

**Water System:** The Study Area is served by facilities located within those rights-of-way that will remain in the Downtown District. The facilities located within the right-of-way of Idaho Avenue appear sufficient to handle anticipated demands.

**Sewage Collection System:** No deficiencies in this area were noted.

### **Analysis of the Study Area:**

A review of the Study Area reflects an area in transition. The Union Urban Renewal District, created in 2020, is anticipated to accommodate a significant mixed-use commercial and residential development. New high-density housing is being constructed directly across Main Street. However, the Study Area retains its historic form of small lots and older buildings.

For the convenience of the reader, the statutory criteria are reiterated, at least one of which must be found to qualify an area for urban renewal activities. Those conditions are:

1. The Presence of a Substantial Number of Deteriorated or Deteriorating Structures and Deterioration of Site or Other Improvements [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]

2. Age or Obsolescence [50-2018(8) and 50-2903(8)(a)]
3. Predominance of Defective or Inadequate Street Layout [50-2018(9) and 50-2903(8)(b)]
4. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness; Obsolete Platting [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
5. Insanitary or Unsafe Conditions [50-2018(9) and 50-2903(8)(b)]
6. Diversity of Ownership [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]
7. Tax or Special Assessment Delinquency [50-2018(9) and 50-2903(8)(b)]
8. Defective or Unusual Conditions of Title [50-2018(9) and 50-2903(8)(b)]
9. Results in Economic Underdevelopment of the Area [50-2903(8)(b); 50-2903(8)(c)]
10. Substantially Impairs or Arrests the Sound Growth of a Municipality [50-2018(9) and 50-2903(8)(b); 50-2903(8)(c)]

### **Analysis: Union District Annexation of the Idaho Block**

*Criterion #1: The Presence of a Substantial Number of Deteriorated or Deteriorating Structures; and Deterioration of Site:* While all of the buildings within the Study Area are between 74 and 116 years old, they have been maintained and their assessed values do not reflect a deteriorated condition as described above. Therefore, criterion #1 is not met.

*Criterion #2: Age or Obsolescence:* All of the structures within the Study Area date from the first half of the 20<sup>th</sup> Century. The area around the Study Area is quickly transitioning into a modern commercial center. The configuration of the block into a series of small lots does not accommodate modern commercial floorplates making redevelopment economically infeasible. Three lots at the southeast corner of the Study Area have been cleared of their former structures and remain vacant. Therefore, criterion #2 is met.

*Criterion #3: Predominance of Defective or Inadequate Street Layout:* The area is served by the existing urban street grid and, with the exception of the south half of Idaho Avenue, will remain outside the annexation area. Therefore, criterion #3 is not met.

*Criterion #4: Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness; Obsolete Platting:* The eleven (11) parcels within the Study Area range in size from 2,178 square feet<sup>5</sup> up to 14,810 square feet with the majority of the lots containing under 5,000 square feet. Modern commercial structures call for larger lot sizes to accommodate economical development. Therefore, criterion #4 is met.

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<sup>5</sup> Note the two sliver parcels R5672000631 and R5672000632 combined represent .005 acres, 87.12 and 130.68, respectively, but are negligible to the analysis.

*Criterion #5: Insanitary or Unsafe Conditions:* While the structures are old as compared to those in the broader community, there is no indication that any of them are in an unsafe condition. Community infrastructure providing services to the Study Area is either adequate or being upgraded with surrounding redevelopment activities. Therefore, criterion #5 is not met.

*Criterion #6: Diversity of Ownership:* The ownership of the eleven lots located on 1.165 acres in the Study Area is in the hands of five (5) entities making a coordinated redevelopment effort difficult to achieve. Therefore, criterion #6 is met.

*Criterion #7: Tax or Special Assessment Delinquency:* According to Ada County Assessor records, no delinquencies exist. Therefore, criterion #7 is not met.

*Criterion #8: Defective or unusual condition of title:* No defective or unusual conditions of title are reflected in Ada County records. Therefore, criterion #8 is not met.

*Criterion #9: Results in Economic Underdevelopment of the Area:* Three lots<sup>6</sup> containing 10,890 square feet, approximately 31% of the Study Area are vacant, having had their obsolete structures razed. The remaining lots are of a relatively small size making them uneconomic for redevelopment consistent with the regenerative activities occurring around the Study Area. Therefore, criterion #9 is met.

*Criterion #10: Substantially Impairs or Arrests the Sound Growth of a Municipality:* The City of Meridian has expressed its vision for this area in the creation and adoption of the Comprehensive Plan, and significant redevelopment is occurring around the Study Area. However, the area represented is relatively small representing only 1.165 acres and eleven lots. Therefore criterion #10 is met.

**Findings: Union District Annexation:** Conditions exist within the Study Area to allow the Board of Commissioners of the Meridian Development Corporation and the Meridian City Council to determine that the area is eligible for urban renewal activities as prescribed in State Law.

**Summary of Findings**

	<b>Criteria</b>	<b>Met</b>	<b>Not Met</b>
1	The Presence of a Substantial Number of Deteriorated or Deteriorating Structures; and Deterioration of Site		X
2	Age or Obsolescence	X	
3	Predominance of Defective or Inadequate Street Layout		X
4	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness; Obsolete Platting	X	
5	Insanitary or Unsafe Conditions		X
6	Diversity of Ownership	X	
7	Tax or Special Assessment Delinquency		X
8	Defective or unusual condition of title		X

<sup>6</sup> Note the two vacant sliver parcels R5672000631 and R5672000632 combined represent .005 acres, 87.12 and 130.68, respectively, but are negligible to the analysis.



9	Results in Economic Underdevelopment of the Area	X	
10	Substantially Impairs or Arrests the Sound Growth of a Municipality		X

**Analysis: Open Land Conditions:** In addition to the eligibility conditions identified above, the geographic area under review is also reviewed for compliance with the “open land” conditions. Idaho Code Section 50-2903(8)(c) states: “[a]ny area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas.”

The eligibility criteria set forth in Idaho Code Section 50-2903(8)(c) for predominantly open land areas mirror or are the same as those criteria set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b). “Diversity of ownership” is the same, while “obsolete platting” appears to be equivalent to “faulty lot layout in relation to size, adequacy, accessibility, or usefulness.” “Deterioration of structures or improvements” is the same or similar to “a substantial number of deteriorated or deteriorating structures” and “deterioration of site or other improvements.” There is also an additional qualification that the provisions of Idaho Code Section 50-2008(d) shall apply to open areas.

Idaho Code Section 50-2008 primarily addresses the urban renewal plan approval process and Idaho Code Section 50-2008(d)(4) sets forth certain conditions and findings for agency acquisition of open land as follows:

the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot

layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

In sum, there is one set of findings if the area of open land is to be acquired and developed for residential uses and a separate set of findings if the land is to be acquired and developed for nonresidential uses.

Basically, open land areas may be acquired by an urban renewal agency and developed for nonresidential uses if such acquisition is necessary to solve various problems, associated with the land or the infrastructure, that have delayed the area's development. These problems include defective or usual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout. All of the stated conditions are included in one form or another in the definition of a deteriorated area and/or a deteriorating area set forth in Idaho Code Sections 50-2903(8)(b) and 50-2018(9). The conditions listed only in Section 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area."

The conclusion of this discussion concerning open land areas is that the area qualifies if any of the eligibility conditions set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b) apply. Alternatively, the area under consideration qualifies if any of the conditions listed only in Idaho Code Section 50-2008(d)(4)(2) apply.

Given the historic nature of the Study Area and that it has been developed for several decades, even though three of the lots are vacant, the area should not be considered "Open Land" under the statutory definition.

**Other Relevant Issues:**

**Agricultural Landowners Concurrence:** None of the properties located within the Study Area have been used for agricultural operations purposes during the past three years so property owner concurrence is not required.

**CONCLUSION:**

Based upon the data and the conditions that exist within the Study Area as noted above, the Meridian Development Corporation Board and Meridian City Council may determine that Union District Annexation Study Area is eligible for the annexation to the Union Urban Renewal District.

**10% Valuation Analysis:** In addition to the findings reported above, verification that the assessed value of the proposed Study Area is within the statutory limits is needed. State Law limits the percentage of values on the combined base assessment rolls that can be included in urban renewal / revenue allocation districts to 10% of the current assessed valuation of all taxable property within the City. According to Ada County Assessor

records, the 2020<sup>7</sup> total certified value for the City of Meridian is \$13,230,528,301 (does not include operating property). This number does not reflect exemptions. Therefore, taking a more conservative approach, the net taxable value for this calculation is used. That number is \$10,375,837,804. As shown in the analysis in Table 1 the 2020 taxable value of the entire Study Area is estimated to be \$3,414,100. This value then must be added to the Base Assessed Values of the Downtown District<sup>8</sup>, the Ten Mile District and the Union District to test for the 10% limitation. Given that at this time the City and MDC are considering the potential creation of additional urban renewal districts (the Linder URD and the Northern Gateway URD), we added their assessed values to this analysis to provide decision makers with the scale of the various districts compared to the statutory limitation. The analysis for these purposes is presented in Tables 2 and 3, below. The combined base assessment roll values remain well below the statutory limit.

**Table 2**

<b>Statutory 10% Limitation Analysis</b>		
Area	Taxable Value	Percentage
Total City	\$10,375,837,804	100%
Downtown URD Base Value	\$146,334,050	1.41%
Ten Mile URD	\$ 39,539,125	0.38%
Union URD	\$2,144,360	0.02%
*Proposed Northern Gateway URD	\$68,832,974	0.66%
*Proposed Linder URD	\$11,978,500	0.12%
Proposed Union District Annexation (est.)	\$3,414,100	0.03%
<b>Total UR Base Assessed Value Percentage</b>	<b>\$272,243,109</b>	<b>2.62%</b>

\*The MDC Board has considered and accepted the proposed Linder District Eligibility Study. The MDC Board is anticipated to consider the eligibility of the proposed Northern Gateway District in June.

The effect of annexing the Idaho Block into the existing Union District on the capacity of the City and MDC to consider future districts should they choose to do so is also explored. The table below shows there is capacity to consider additional districts.

**Table 3**

<b>Remaining Urban Renewal Capacity</b>		
Maximum 10% Limitation	\$1,037,583,780	10%
Downtown URD	\$146,334,050	1.41%
Ten Mile URD	\$ 39,539,125	0.38%
Union URD	\$2,144,360	0.02%
Proposed Northern Gateway URD	\$68,832,947	0.66%
Proposed Linder URD	\$11,996,035	0.12%

<sup>7</sup> At the time this Study was prepared the 2021 values were not available. It is generally understood the 2021 values will increase; therefore, using the 2020 assessed values may be more conservative than the current conditions.

<sup>8</sup> For purposes of this Study and since the Second Amendment to the Meridian Revitalization Plan has not yet been adopted, the values of the certain geographic areas to be de-annexed from the Downtown District have not been adjusted downwards. This presents a more conservative scenario.

Proposed Union District Annexation (est.)	\$3,414,100	0.03%
<b>Available AV within limitation</b>	<b>\$765,340,671</b>	<b>7.38%</b>

**10% Geographic Analysis:** In addition to the findings reported above, verification that the geographic area proposed to be annexed into the existing Union District is within the statutory limits is needed. State Law limits the number of acres that may be annexed into an existing district. Idaho Code Section 50-2033 states, in pertinent part: "...an urban renewal plan that includes a revenue allocation area may be extended only one (1) time to extend the boundary of the revenue allocation so long as the total area to be added is not greater than ten percent (10%) of the existing revenue allocation area and the area to be added is contiguous to the existing revenue allocation area but such contiguity cannot be established solely by a shoestring or strip of land which comprises a railroad or public right-of-way." The existing Union District is 15.86 acres; therefore, the Union District is permitted to be amended one (1) time to include up to 1.58 acres. The Idaho Block represents 1.461 acres, which is within the permitted annexation limitation.

A plan amendment to increase the revenue allocation area boundary as permitted in Idaho Code Section 50-2033 is not a modification pursuant to Idaho Code Section 50-2903A. Idaho Code Section 50-2903A(1)(a)(ii).

4852-9840-1516, v. 4

Exhibit B

**MERIDIAN DEVELOPMENT CORPORATION**  
THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN

**RESOLUTION NO. 21-027**

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, ALSO KNOWN AS THE MERIDIAN DEVELOPMENT CORPORATION, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE IDAHO BLOCK ANNEXATION ADJACENT AND CONTIGUOUS TO THE EXISTING UNION DISTRICT REVENUE ALLOCATION AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AMENDMENT AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REPORT; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR OR ADMINISTRATOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF MERIDIAN REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Meridian, Idaho, also known as the Meridian Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), a duly created and functioning urban renewal agency for Meridian, Idaho, hereinafter referred to as the "MDC";

WHEREAS, on July 24, 2001, the City Council (the "City Council") of the City of Meridian, Idaho (the "City"), adopted Resolution No. 01-367 establishing MDC pursuant to the Law;

WHEREAS, on October 8, 2002, the City Council, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan Urban Renewal Project, which is also referred to as the Downtown District (the "Downtown District Plan");

RESOLUTION NO. 21-027 - 1



WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 02-987 on December 3, 2002, approving the Downtown District Plan, making certain findings and establishing the Downtown District revenue allocation area (the "Downtown District Project Area");

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Ten Mile Road Urban Renewal Plan (the "Ten Mile Plan"). The public hearing was continued to June 21, 2016, for further testimony;

WHEREAS, following said public hearings, the City Council adopted its Ordinance No. 16-1695 on June 21, 2016, approving the Ten Mile Plan, making certain findings and establishing the Ten Mile revenue allocation area (the "Ten Mile Project Area");

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the First Amendment to the Meridian Revitalization Plan Urban Renewal Project ("First Amendment to the Downtown District Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 20-1881 on June 9, 2020, approving the First Amendment to the Downtown District Plan deannexing certain parcels and making certain findings (collectively, the Downtown District Plan, and amendments thereto, are referred to as the "Existing Downtown District Plan," and the Downtown District Project Area, and amendments thereto, are referred to as the "Existing Downtown District Project Area");

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Union District Urban Renewal Project (the "Union District Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 20-1882 on June 9, 2020, approving the Union District Plan, making certain findings and establishing the Union District revenue allocation area (the "Union District Project Area");

WHEREAS, the Existing Downtown District Plan, the Ten Mile Plan, and the Union District Plan and their project areas are collectively referred to as the "Existing Project Areas;"

WHEREAS, based on inquiries and information presented by certain interested parties and property owners, it has become apparent that additional property within the City, and adjacent and contiguous to the Union District Project Area, may be deteriorating or deteriorated and should be examined as to whether such an area is eligible for an urban renewal project;

RESOLUTION NO. 21-027 - 2

WHEREAS, in 2021, Kushlan | Associates commenced an eligibility study and preparation of an eligibility report for an area 1.461 acres in size, which is currently located within the boundaries of the Existing Downtown Project Area, and which area is subject to a de-annexation from the Existing Downtown Project Area. The area is located generally in the central part of the City on the block bounded by Main Street on the west, Idaho Avenue on the north, NE 2nd Street on the east and Broadway Avenue on the south. The area is adjacent and contiguous to the Union District Project Area. The eligibility study area is commonly referred to as the Idaho Block Annexation (the "Study Area");

WHEREAS, MDC has obtained the Idaho Block Annexation to Union District (Proposed) Eligibility Report, dated June 2021 (the "Report"), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area, for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which lists the definition of deteriorating area and deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area;

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, or is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, the 2021 Study finds there is no open land within the Study Area as contemplated in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the 2021 Report does not include parcels subject to such consent;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the base assessment rolls for the Existing Project Areas and any proposed revenue allocation areas, do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, the Report includes a preliminary analysis concluding the Study Area does not exceed 10% of the geographical area contained within the existing Union District Project Area, and the Study Area is contiguous to the existing Union District Project Area;

RESOLUTION NO. 21-027 - 3

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan or plan amendment containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan or plan amendment is a deteriorated area or deteriorating area;

WHEREAS, the MDC Board finds it in the best public interest to accept the Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the MDC Board acknowledges acceptance and receipt of the Report, attached hereto as **Exhibit A**, recognizing technical changes or corrections which may be required before transmittal to the City Council for its consideration.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8).

Section 4. That one such area is an area approximately 1.461 in size, which is currently located within the boundaries of the Existing Downtown District Project Area, which area is currently subject to a de-annexation from the Existing Downtown Project Area, and is commonly referred to as the Idaho Block Annexation Study Area, as more fully described in the Report. The area is adjacent and contiguous to the Union District Project Area.

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Study Area does not exceed 10% of the geographical area contained within the existing Union District Project Area, and the Study Area is contiguous to the existing Union District Project Area.

Section 7. That the Chair or Vice-Chair of the MDC Board of Commissioners, or the Administrator, are hereby authorized to transmit the Report to the Meridian City Council requesting that the City Council:

RESOLUTION NO. 21-027 - 4

a. Determine whether the Study Area identified in the Report qualifies as an urban renewal project and there is justification for designating the Study Area, as appropriate, for an urban renewal project;

b. If such designation is made, whether MDC should proceed with the preparation of an urban renewal plan amendment for the area, which plan amendment may include a revenue allocation provision as allowed by law;


Section 8. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Meridian, Idaho, also known as the Meridian Development Corporation, on June 9, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 9, 2021.

APPROVED:

By   
Chair of the Board

ATTEST:

By   
Secretary



## AGENDA ITEM

**ITEM TOPIC:** Mayor's Office: Budget Amendment in the Amount of \$4500.00 for Production Room Computer Replacement, Software and Equipment





# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Dave Miles, Mayor's Office  
**Presenter:** Dave Miles  
**Topic:** Budget Amendment – Production Room Computer Replacement, Software & Equipment

**Meeting Date:** July 6 2021  
**Estimated Time:** 5 mins

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### Recommended Council Action:

Approve the fiscal year 2021 budget amendment in the amount of \$4,500 for costs associated with replacing the computer, and acquiring updated software & equipment associated with video production needs.

### Background:

The City maintains a video production computer and software in the Council Chambers Production Room. The computer and software is used for various communication video needs including internal and external video products and requires various video equipment (microphones, tripods, etc.) for production needs. The current MAC computer has malfunctioned beyond repair based on IT evaluation. Based on needs and functionality it is recommended to replace with a windows-based machine and the associated software for video production. During this evaluation, the Communication's team also inventoried equipment and has the need to acquire equipment to maintain continuity in active video production projects and needs. This budget amendment will allow for video production needs to continue uninterrupted. (Examples of representative projects include promotional and educational videos of National Night Out, Movie Night, TVYSS, and other Departmental needs across the City, as well as internal needs.)

<end>

City of Meridian FY2021 Budget Amendment Form



Please only complete the fields highlighted

Personnel Costs		Full Time Equivalent (FTE):		Total
Fund#	Dept.#	G/L#	Proj.#	G/L# Description
01	1841	41200	0	Wages
01	1841	41206	0	PT/Seasonal Wages
01	1841	41210	0	Overtime
01	1841	41304	0	Uniform Allowance
01	1841	42021	0	FICA
01	1841	42022	0	PERSI
01	1841	42023	0	Worker's Comp
01	1841	42025	0	Employee Insurance
<b>Total Personnel Costs</b>				\$ -

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	1841	54350	0	Computers & Printers	\$ 2,100	\$ -	\$ 2,100
01	1841	53360	0	Software Expense	\$ -	\$ 400	\$ 400
01	1841	54120	0	Electronic Expense (Under \$5,000)	\$ 2,000	\$ -	\$ 2,000
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
01	1841		0		\$ -	\$ -	\$ -
<b>Total Operating Expenditures</b>					\$ 4,100	\$ 400	\$ 4,500

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1841		0		\$ -
01	1841		0		\$ -
01	1841		0		\$ -
01	1841		0		\$ -
01	1841		0		\$ -
01	1841		0		\$ -
<b>Total Capital Outlay</b>					\$ -

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1841		0		\$ -
01	1841		0		\$ -
01	1841		0		\$ -
<b>Total Revenue/Donations</b>					\$ -

Amendment Details

Title: Production Room Computer & Software  
 Department Name: Communications  
 Presenting Department Name: Communications  
 Department #: 1841  
 Primary Funding Source: 1  
 CIP#: \_\_\_\_\_  
 Project #: \_\_\_\_\_

Is this for an Emergency?  Yes  No  
 New Level of Service?  Yes  No

Clerks Office Stamp

Date of Council Approval \_\_\_\_\_

Acknowledgement David Miles Date 6/29/2021  
 Department Director  
 Chief Financial Officer TC 6.29  
 Council Liaison [Signature] 6-29-21  
 Mayor [Signature]

**Total Amendment Request \$ 4,500**



## City of Meridian FY2021 Budget Amendment Form

### Total Amendment Cost - Lifetime

Prior Year(s)	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Capital	\$ 4,500	\$ 400	\$ 400	\$ 400	\$ 400
<b>Total</b>	<b>\$ 4,500</b>	<b>\$ 400</b>	<b>\$ 400</b>	<b>\$ 400</b>	<b>\$ 400</b>
<b>Total Estimated Project Cost:</b>					<b>\$ 6,100</b>

**Department Name:** Communications  
**Production Room Computer & Software**

**Title:** *Instructions for Submitting Budget Amendments:*

- > Finance will send Amendment to Council Liaison for signature
- > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review
- > Council Liaison will send signed Amendment to Mayor
- > Mayor will send signed Amendment to Finance (Budget Analyst)
- > Finance (Budget Analyst) will send approved copy of Amendment to Department
- > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager

### Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested?  
 The City maintains one video production computer with software in the Council Chambers Production Room, and utilizes various equipment (microphones, tripods, audio jacks, mixers, etc.) associated with video production needs. The computer, software and equipment is used for various communication video needs including internal and external video products. The current MAC computer recently malfunctioned beyond repair based on IT evaluation and it is recommended to replace with a windows based machine and associated software. Through evaluation, there are also current equipment needs to affect video production products.
2. Why was this budget request not submitted during the current fiscal year budget cycle?  
 The machine died requiring a replacement machine and updated software, and there is a need to acquire currently needed equipment.
3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?  
 There are current video production product needs across various departments that this amendment is needed for.
4. Describe the proposed method of funding? If funding is split between Funds (i.e. General, Enterprise, Grant), please include the percentage split. List the amounts and General fund.  
 General fund.
5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?  
 Yes - Government excellence in providing increased accessibility and transparency to government services and information.
6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.  
 IT to source, order and install machine.
7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)  
 Yes - see above
8. Is the amendment going to result in the disposal of an asset? (Yes or No)  
 Yes - dead machine
9. Any additional comments?  
 N/A

**Total Amendment Request \$ 4,500**

**Item #25.**

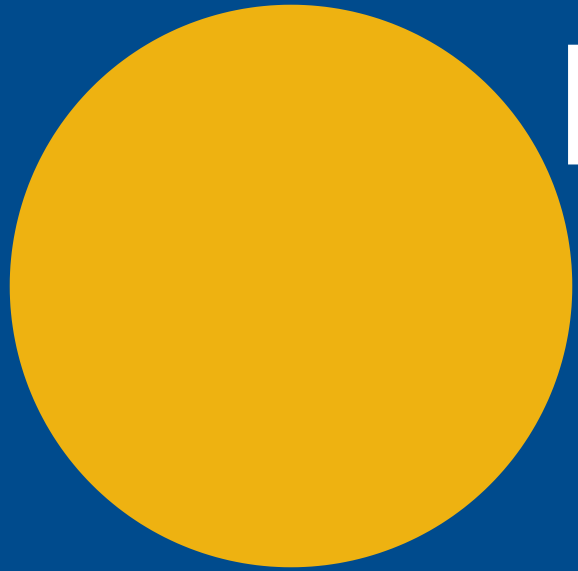
*Buy effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.*



## AGENDA ITEM

**ITEM TOPIC:** Community Development Block Grant (CDBG) Program Year 2021 Action Plan Presentation





# Meridian CDBG Program PY21 Action Plan

October 1, 2021 to September 30, 2022



# The Process



## Planning Documents

### Consolidated Plan

- Analysis of Impediments
- Housing Assessment
- Current Plan 2017–2021

### Action Plan

- Plan for administering the upcoming year

## Community Involvement

### Citizen Participation

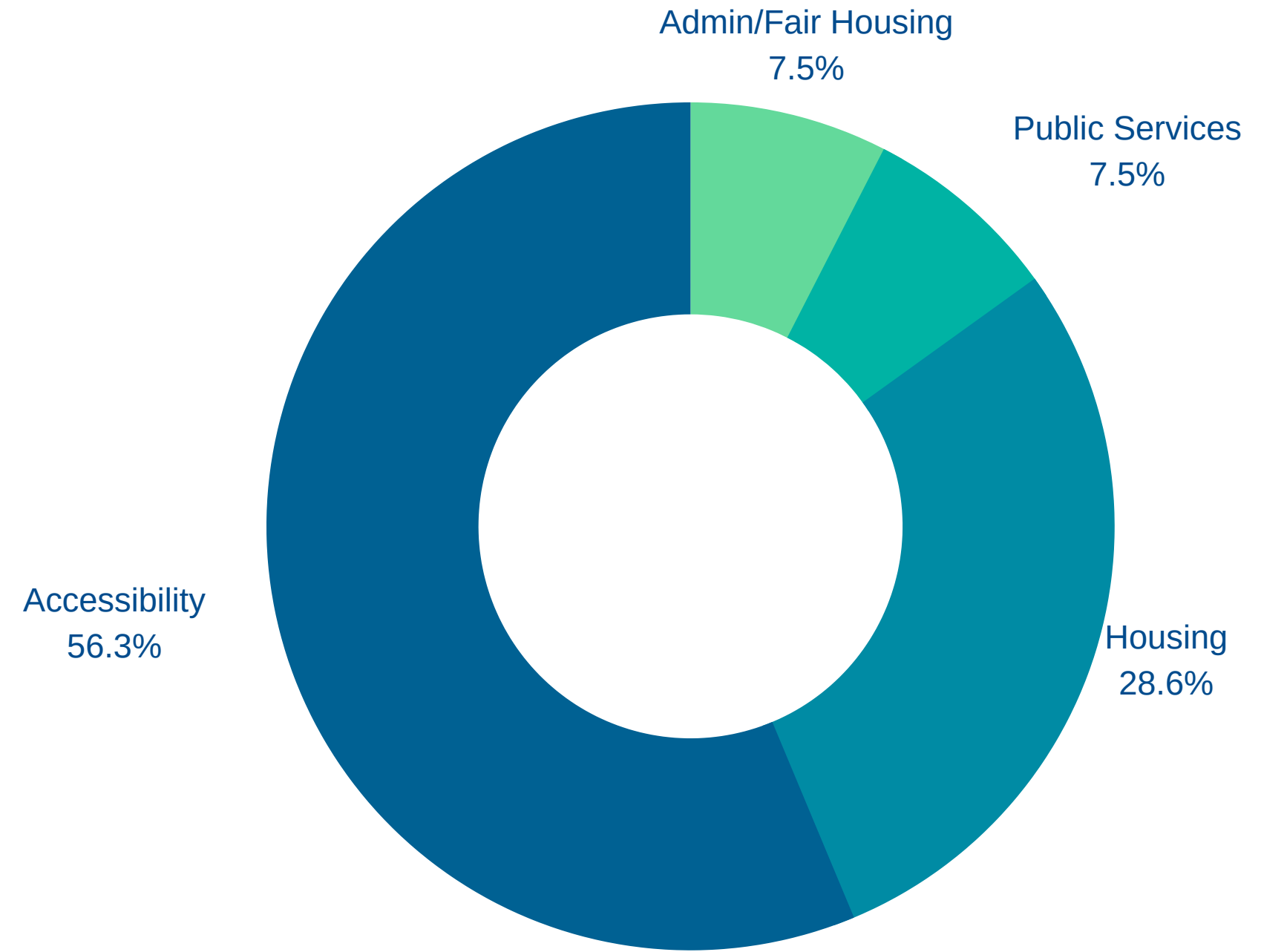
- Public Comment Period – June 11 to July 20
- Public Presentations – July 6 and July 20
- Public Hearing – July 20

### Consultation with Stakeholders

- Regular involvement
- Feedback requested



# Year 5 Action Plan



**Total \$597,246**

- PY21 \$501,559
- Reallocated Funds \$95,687



# Admin/Fair Housing

**Federal Cap: \$100,312**  
**Allocation: \$45,000**

## Activities

- 2022-2026 Con Plan
- Housing Assessment
- Fair Housing Campaign
- General Administration





# Public Services

**Federal Cap: \$75,234**  
**Allocation: \$45,000**

**Emergency Rental Assistance - \$20,000**

Temporary rental assistance for those at risk of losing their housing.

**Scholarships for Youth - \$25,000**

Access to extended care programs for eligible participants.







# Housing

Allocation: \$171,000

## Homeowner Repair - \$171,000

Rehabilitate owner-occupied homes for households within Meridian City limits.





# Accessibility

Allocation: \$336,246

## Chateau Park Playground and Pathway

Replace current playground with an all-abilities playground and develop a pathway to connect it to the nearby LMI neighborhoods

## Backup Projects

- Hombuyer Assistance
- Streetlights near Peregrine Elementary
- Streetlights near Meridian Middle



# Next Steps



**Questions or  
comments?**

**Crystal Campbell**  
**ccampbell@meridiancity.org**  
**(208) 489-0575**

# Meridian CDBG PROGRAM



## What is CDBG?

The Community Development Block Grant (CDBG) Program is a flexible program that provides funding to address a wide range of unique community development needs with a focus on those with low to moderate incomes (LMI). The City of Meridian receives CDBG funds annually from the U.S. Department of Housing and Urban Development (HUD).

## Key Terms

### Consolidated Plan

Five year plan that determines the direction of the CDBG Program.

### Action Plan

Annual plan that shows how the program will approach the goals for the upcoming program year.

### Program Year

The Meridian CDBG Program Year (PY) runs from October 1 to September 30.

### CAPER

The Consolidated Annual Performance and Evaluation Report (CAPER) is an end of year report to evaluate the program.

# 2017-2021 CONSOLIDATED PLAN



## Funding

	PY19 - \$424,162
PY17 - \$349,131	PY20 - \$489,670
PY18 - \$422,148	PY21 - \$501,559

## Goals

- Improve Accessibility
- Enhance Homeownership Opportunities
- Provide Social Services
- Stabilize the Rental Gap
- Administration and Fair Housing Activities

## Accomplishments through PY19

**143**

Households received Homelessness Prevention

**11**

First-time Homebuyers Purchased Homes

**2**

Restrooms that are now accessible to all abilities

**10,515**

Individuals (duplicated) received hunger relief

**1,052**

Feet of sidewalk installed allowing safe passage in LMI areas

**97**

Children received scholarships for extended care programs

**69**

Streetlights were modernized in LMI areas

**1**

Picnic Shelter provided at Meridian Elementary



# PY21 ACTIVITIES

**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**



## **Boys & Girls Club**

### *Youth Extended Care Scholarships*

Access to before and after school programs as well as summer programs.



## **Jesse Tree**

### *Homelessness Prevention*

Temporary assistance with rent to eligible households that are at risk of losing their housing.



## **NeighborWorks Boise**

### *Homeowner Repair*

Assistance with repairs to allow residents to live safely and comfortably in their homes.



## **Parks and Recreation Department**

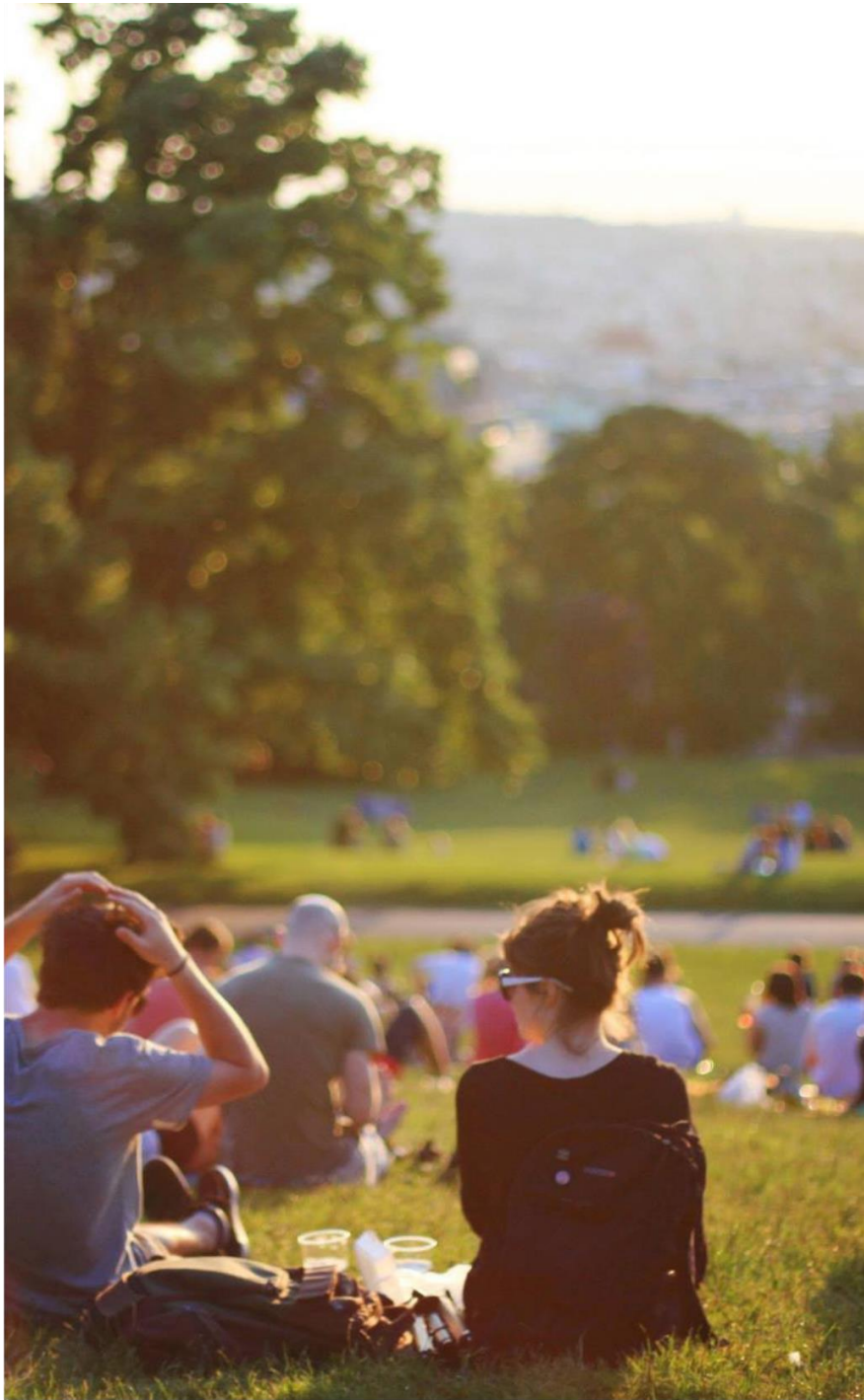
### *Chateau Park Playground and Pathway*

Replace current playground with an all-abilities playground and provide a path to connect it to LMI neighborhoods.



# PY21 ACTION PLAN

COMMUNITY  
DEVELOPMENT  
BLOCK GRANT  
(CDBG)



October 1, 2021 to  
September 30, 2022

33 E. Broadway  
Meridian, Idaho  
ccampbell@meridiancity.org

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## Executive Summary

### ***AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)***

#### **1. Introduction**

The City of Meridian was designated an Entitlement Community by the U.S. Department of Housing and Urban Development (HUD) in 2007. This designation allows the City to receive funds directly from HUD's Community Development Block Grant (CDBG) Program on an annual basis. The City is currently working under the regulatory Five-Year Consolidated Plan (Con Plan) for program years 2017-2021. The Con Plan describes the anticipated strategies, goals, and community development needs identified during a collaborative process that included input from community members and local entities.

This Action Plan is for the final year of the 2017-2021 Con Plan and will provide direction to the City of Meridian CDBG Program (Program) for Program Year 2021 (PY21) which spans from October 1, 2021 – September 30, 2022. The PY21 Action Plan provides a summary of the actions, activities, and resources that will be used during PY21 to address the goals and priority needs identified in the 2017-2021 Con Plan.

#### **2. Summarize the objectives and outcomes identified in the Plan**

The City is focusing its activities and funding during PY21 on 1) improving accessibility by prioritizing projects that improve residents' access to public facilities and community resources; 2) enhancing homeownership opportunities by obtaining or maintaining homes that are affordable; 3) promoting fair housing, and 4) providing social services that provide stability to Meridian residents with a low to moderate income.

#### **3. Evaluation of past performance**

Since 2007, Meridian has successfully managed over \$4.7 million in resources from its annual CDBG allocation. Over the years, the City's expenditures from its CDBG allocation have focused on supporting social service provider operations such as the Meridian Food Bank, improving community facilities for organizations such as the Boys and Girls Club and Meridian Development Corporation; addressing accessibility barriers to places such as parks and trails, Meridian Libraries, and sidewalk projects; preventing homelessness with emergency assistance through The Jesse Tree of Idaho; and assisting with homeownership attainment for low- and moderate-income buyers through the Ada County Housing Authority and NeighborWorks Boise.

The City has submitted Consolidated Annual Performance and Evaluation Reports (CAPERs) for all previous program years. The CAPERs demonstrate that the City exceeds the statutory requirement of at least 70 percent of funds expended being invested in activities that benefit low to moderate-income



individuals and families. Aside from Program Year 2016, the City has met its expenditure of grant funds deadlines imposed by HUD each year.

All of the prior program years’ activities meet critical needs in Meridian. The primary challenges encountered during the last Consolidated Plan period were timing and contract related. To address these challenges, the City has implemented more stringent requirements for subrecipients, particularly in meeting expected schedules. Over the several years, the City has been effective at organizing, streamlining, and managing its CDBG processes to provide the most benefit for each CDBG dollar granted while complying with federal timeliness requirements.

**4. Summary of Citizen Participation Process and consultation process**

The citizen participation process for the PY21 Action Plan followed the process identified in the City’s Citizen Participation Plan, adopted with the 2017-2021 Con Plan. Public comments were accepted from June 11, 2021 to July 20, 2021 with a public hearing being held on July 20, 2021. The City published legal notices in two local newspapers (Idaho Statesman and Meridian Press Tribune) and posted the draft Action Plan on the City’s website on June 11, 2021. Presentations of the draft Action Plan and included projects were provided to stakeholders at the City Council meetings on July 6, 2021 and July 20, 2021.

To broaden public participation in the development of the plan, the City coordinated with several organizations that work with LMI populations to gain a better understanding of the community needs and identify projects that would be beneficial to the residents of Meridian. The feedback received supported the goals and strategies identified in the 2017-2021 Con Plan. Invitations to apply were provided through e-mails, phone calls, and publication announcements on the City website, Boise City/Ada County Continuum of Care (CoC) distribution list, Region 4 Behavioral Health Board distribution list, and in the local newspapers.

**5. Summary of public comments**

Will be updated after public comment period.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

Update as necessary.

**7. Summary**

The City of Meridian has collaborated with stakeholders throughout the community to develop the PY21 Action Plan in a manner that is consistent with the goals and strategies identified in the 2017-2021 Con Plan, which remains relevant to the current needs of the community. The City plans to continue improving the Program based on feedback from the community to ensure the intent of the Program continues to be met.



**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MERIDIAN	Economic Development , Community Development Dept.

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The Meridian CDBG Program is part of the City of Meridian’s Community Development Department and falls under the Economic Development Division. The Program works closely with Planning Division staff and Economic Development Division staff as well as other Departments in the City such as Public Works, Finance, and Parks and Recreation.

**Consolidated Plan Public Contact Information**

Crystal Campbell, Community Development Program Coordinator  
Community Development Department  
City of Meridian  
33 E. Broadway Avenue  
Meridian, ID 83642  
208-489-0575

**AP-10 Consultation – 91.100, 91.200(b), 91.215(I)****1. Introduction**

The City of Meridian engages stakeholders via social media, email, and the City’s website. Community stakeholders include, but are not limited to: citizens of Meridian; current and past CDBG subrecipients; Idaho Housing and Finance Association (IHFA); Idaho Department of Health and Welfare (Divisions of Behavioral Health, Medicaid, and Public Health); Central District Health Department; Meridian Downtown Business Association; Region 4 Behavioral Health Board; Our Path Home Connect (coordinated entry); Region 4 Crisis Center; and Boise City/Ada County Continuum of Care (CoC). Agencies were identified for participation in the PY21 Meridian CDBG competitive application based on the needs and priorities identified during the 2017-2021 Con Plan planning process.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City collaborated with the Ada County Housing Authority (ACHA), which is the local public housing authority, to assist the City in better understanding ACHA’s resources and needs. While there are no public housing units in Meridian, an estimated 10 percent of the housing authority’s total voucher supply are used within Meridian City limits.

ACHA and the City are both involved with the CoC. The CoC meetings provide an opportunity to collaborate with regional and local housing providers (public, nonprofit, and private) and health and social service agencies (including private and non-profit mental health, emergency, and healthcare providers).

During PY18 the City and CoC connected with the Region 4 Behavioral Health Board (BHB), a government entity established by the State of Idaho in coordination with Idaho Health and Welfare. The BHB advises the State Behavioral Health Authority and the State Planning Council of the needs in this region and is facilitated by Central District Health (CDH). This collaboration provides access to a large number of agencies and citizens with expertise in mental health services, substance use disorders, law enforcement, education, and healthcare. City staff continues to be engaged with the BHB to identify ways to enhance coordination between ACHA and healthcare providers, mental health services, and other supportive service agencies.

CDH also provides information related to housing units in which children have been identified as being lead poisoned concerning lead-based paint hazards, but since the majority of houses in Meridian were built after 1980 this has not been a concern.

Additionally, the City has developed a socioeconomic profile of Meridian that will identify gaps in service, likely partnerships, and needs of the community. The City is dedicated to extending further support to organizations that help to meet the identified needs of the community. One need that is readily apparent is the need for housing affordability and rental support. Meridian is dedicated to increasing its inventory of housing that is affordable to ensure residents of all income levels can find housing in Meridian and to provide necessary supportive services. City staff will continue to stay engaged with the housing affordability and supportive service community so the City can better provide important tools and resources to affordable housing developers and supportive service providers.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City participates in the CoC, locally branded as Our Path Home Connect, which includes staff members from neighboring communities along with healthcare, foster care and other youth programs, mental health providers, Ada County, law enforcement, nonprofit providers, state departments and school districts among other entities. In 2017 Our Path Home Connect launched coordinated entry which provides a single point of entry for households experiencing homelessness. Due to the data collected through coordinated entry, Our Path Home Connect has identified four strategic initiatives: end family homelessness, prevent first-time homelessness, expand supportive housing opportunities, and evolve the partnership. The involvement of foster care and other youth programs has encouraged the City to further evaluate the non-traditional homelessness experienced by youth and their families in Meridian.

The City has also updated internal policies to include a representative from the CoC to provide feedback on the current needs to the CDBG Scoring Committee, which reviews applications for CDBG funding and recommends projects to be funded. This collaboration provides an opportunity to involve the CoC in the planning process and identify projects that will address the needs of those who are currently or at risk of homelessness.

Additionally, the City acts as a liaison between the Behavioral Health Board (BHB) and the CoC. The BHB is facilitated by Central District Health (CDH) and is comprised of 23 stakeholders, advocates, and professionals including the Idaho Department of Corrections for adults, Boise Police Department, Adult Mental Health staff that are responsible for discharging participants from state run psychiatric facilities, and Children’s Mental Health staff that work with families in crisis. Involvement with this group allows the City to understand the broader needs of the community as related to behavioral health in general and specifically for those who are being discharged from institutional settings such as mental health facilities and corrections programs.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate**

**outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Meridian does not receive ESG funds; the state is the only recipient. Allocation of ESG is discussed at the CoC meetings, which Meridian staff attend. The City leverages the CoC’s strategy for use of ESG funds by funding homeless prevention activities. The City does not have any emergency shelters and the RRH program serves countywide. The City continues its work with the Executive and Data and Performance Management Committees of the CoC to provide feedback on changes to the HMIS and data management process of the CoC.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Boise City/Ada County Continuum of Care
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - State Other government - Local Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy



	<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The CoC was consulted as part of the 2017 Consolidated Planning efforts as well as during the current action planning efforts. Members of this group represent all of the agency/group/organization types listed above and assists the City in understanding the needs of the community as it relates to housing, homelessness, and fair housing. This consultation was effective in helping the City develop funding recommendations to address homelessness, homelessness prevention, and fair housing activities.</p>
<p>2</p>	<p><b>Agency/Group/Organization</b></p>	<p>Boise City/Ada County Housing Authority (BCACHA)</p>
	<p><b>Agency/Group/Organization Type</b></p>	<p>Housing          PHA          Services - Housing          Regional organization</p>
	<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Housing Need Assessment          Public Housing Needs          Homeless Needs - Chronically homeless          Homeless Needs - Families with children          Homelessness Needs - Veterans          Homelessness Needs - Unaccompanied youth          Homelessness Strategy          Non-Homeless Special Needs          HOPWA Strategy          Market Analysis</p>

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACHA was contacted by the City to discuss the viability of its homebuyer assistance program in the midst of a difficult housing market. These discussions helped the City develop funding recommendation for continuing to provide CDBG dollars to ACHA for down payment assistance. This consultation also led to a discussion about housing development and policies that may change how the City interacts and funds these efforts in the future.
3	<b>Agency/Group/Organization</b>	West Ada School District No.2
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Health Services-Education Publicly Funded Institution/System of Care
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City discussed the needs of homeless and unaccompanied youth in Meridian's public education system with the West Ada School District. Conversations led to the City's understanding of the number of unaccompanied youth in the school system with relatively limited resources and services available to these students and their families. The City identified gaps in services and will continue to work with the West Ada School District to develop a plan to fill those gaps.
4	<b>Agency/Group/Organization</b>	CATCH, INC.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City meets often with CATCH to discuss the state of homelessness in Meridian. CATCH currently houses the coordinated entry efforts of the County and is tracking data related to Meridian's homeless population. These consultations clarify the need for certain support in Meridian and helping to develop a short- and long-term strategy to meet the needs of those experiencing homelessness in Meridian and across the County.
5	<b>Agency/Group/Organization</b>	City of Meridian
	<b>Agency/Group/Organization Type</b>	Other government - Local Planning organization Civic Leaders Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy

	<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The City regularly consults with the Mayor's Office, Department of Community Development, Planning Division, Economic Development officials, Finance Department, Public Works Department, and law enforcement officials to explore and operationalize the needs of community members in Meridian. Much of the conversation during the consultations surrounding the Action Plan deals with housing needs, wage growth, vacancy and affordability rates of housing, identifying households and areas that may be affected by lead-based paint requirements, and work to address poverty in the community. Many of these conversations are still in their preliminary stage and have not directly created outcomes or improved coordination, but work continues to plan and strategize to develop 1) incentives for affordable housing development; 2) partnerships to address service gaps in Meridian; 3) a clear plan/strategy to increase workforce housing developments; 4) a new City Comprehensive Plan that better-addresses and plans for the needs of LMI residents, including those experiencing homelessness; and 5) a socioeconomic profile of the City. All of these will offer insight, strategy, and structure to the City's community development efforts in the coming years.</p>
<p>6</p>	<p><b>Agency/Group/Organization</b></p>	<p>THE JESSE TREE OF IDAHO, INC.</p>
	<p><b>Agency/Group/Organization Type</b></p>	<p>Services - Housing          Services-homeless</p>
	<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Non-Homeless Special Needs</p>
	<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The Jesse Tree was consulted to discuss the possibility to expand their emergency rental assistance program in Meridian. They provided insights and clarity into the need for their program due to continually rising rents across the City. This consultation contributed to an expansion of CDBG funding that will be given to this organization for homelessness prevention services.</p>

7	<b>Agency/Group/Organization</b>	UNITED WAY OF TREASURE VALLEY
	<b>Agency/Group/Organization Type</b>	Planning organization Foundation
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The United Way was consulted in efforts to create a Socioeconomic Profile of Meridian in an effort to better understand the housing, transportation, health, food, financial, and education needs of Meridian's residents. This partnership is ongoing and will likely result in funding provided to the City by this organization to conduct research and create plans to understand and meet these needs.
8	<b>Agency/Group/Organization</b>	City of Boise
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Administrative
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City regularly consults with the City of Boise to ensure that funding recommendations, administrative practices, and other activities are compliant with federal regulations. The coordination also reflects a shared goal to ensure that all activities undertaken with CDBG funds work to meet regional needs as well as local needs.



9	<b>Agency/Group/Organization</b>	Neighborworks Boise
	<b>Agency/Group/Organization Type</b>	Services - Housing Service-Fair Housing Major Employer
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City worked with NeighborWorks Boise to discuss the viability of a homeowner rehabilitation program in Meridian.
10	<b>Agency/Group/Organization</b>	Idaho Fair Housing Forum
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Fair Housing
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City meets with this group to consult on how to advance the fair housing work of the City and region. These consultations have brought forth fair housing trainings and conferences educating over 1000 people about fair housing law and practice. These meetings also inform how the City will implement its strategies to affirmatively further fair housing.

11	<b>Agency/Group/Organization</b>	Neighbors United Collaborative
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Health Services-Education Services-Employment Service-Fair Housing Services - Refugees
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Fair Housing
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City regularly consults with this group to understand how to address the needs of LMI refugees in Meridian. Much of the discussion leading up to the development of this Annual Action Plan has been around fair housing and language access services in the community. The City is working with this and other groups to develop resources and materials that can better educate about fair housing best practices while providing refugees and others facing housing discrimination support to overcome negative situations.
12	<b>Agency/Group/Organization</b>	Idaho Apartment Association
	<b>Agency/Group/Organization Type</b>	Services - Housing Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Fair Housing
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City consults, as needed, with this organization to get the private-sector perspective on micro and macro issues in the world of housing and fair housing. These consultations have often informed the conversations and decisions taken to and made by Neighbors United, Idaho Fair Housing Forum, and the CoC's Fair Housing Subcommittee.

13	<b>Agency/Group/Organization</b>	Region 4 Behavioral Health Board
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Health Services-Education Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - State Other government - Local Regional organization Planning organization Business Leaders Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The BHB was consulted as part of the current action planning efforts. Members of this group represent all of the agency/group/organization types listed above and assists the City in understanding the needs of the community as it relates to people with mental health and substance use disorders. This consultation was effective in helping the City develop funding recommendations to address economic stability for people with disabilities.
14	<b>Agency/Group/Organization</b>	Unity Through Inclusion

	<b>Agency/Group/Organization Type</b>	Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City consults with this group to identify the needs of diverse populations in Meridian.
15	<b>Agency/Group/Organization</b>	Central District Health
	<b>Agency/Group/Organization Type</b>	Services-Health Services-Education Services - Victims Health Agency Publicly Funded Institution/System of Care Other government - Local Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Lead-based Paint Strategy

<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>Consulted with CDH regarding strategies related to lead-based paint, transportation options in Meridian, and health disparities related to Meridian's LMI residents.</p>
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**Identify any Agency Types not consulted and provide rationale for not consulting**

Not applicable; every agency identified was offered an opportunity to participate in the development of the plan. While no agencies were left out, the City does not have a citizen’s advisory group to consult with. Citizens are requested to participate in public hearings and public presentations via social media and local newspapers, but there is no formal group. To gather citizen input specific to the slum and blighted area where CDBG funds are to be used, the City contacted residents who live in that area directly while the Redevelopment Plan was being developed and again when the Redevelopment Plan was being approved. Residents were also informed of the potential projects in this area during the development of the plan as well as the CDBG process of selecting projects annually. Invitations for public presentations related to the Action Plan and Project Applications were then sent out by email and social media.

Moving forward, the City would like to improve its coordination with housing developers, particularly those developers who specialize in the development of workforce and affordable housing. Increased efforts were not made this year to reach out to these groups as the City is still working to develop internal strategies and plans about how it wants to address the housing affordability needs in the community and how to engage developers in that process. The City is also developing a new Comprehensive Plan that includes consultants doing consultations in the coming months. The decision was made to couple the needed consultation efforts of these Community Development activities with comprehensive planning consultation activities.



**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Idaho Housing and Finance Association, Ada County, City of Boise	The City maintains goals of improving economic outcomes of low income residents, providing emergency rental assistance, and improving housing options and social and supportive services for people including but not limited to people with special needs and individuals/families leaving domestic violence situations. These will contribute to the CoC objective of Ending Chronic Homelessness by preventing Meridian residents from falling into homelessness.
State of Idaho Analysis of Impediments	Idaho Housing and Finance Association; Idaho Department of Commerce	The fair housing strategies established for Meridian considered opportunities to collaborate with the State. The City regularly involves representatives from IHFA, City of Boise, City of Nampa, City of Caldwell, and Idaho Department of Commerce in the planning, funding, and implementation efforts of fair housing activities in the region and state.
Meridian Comprehensive Plan	Meridian Planning Division	The City Comprehensive Plan was consulted during preparation of the Consolidated Plan to ensure goals were consistent with the needs and desires of the community. Land use and zoning regulations were reviewed to assess barriers to housing choice.
ACHA Policies and Procedures	ACHA	The housing authority policies and procedures were reviewed to ensure they support housing choice and address the greatest needs of low income residents.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

The City is working with various stakeholders throughout the region to develop a comprehensive Action Plan, which will improve collaboration between entities, thereby reducing the duplication of efforts and using limited time and resources more effectively.

***AP-12 Participation – 91.105, 91.200(c)*****1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

In 2017, the City completed an extensive citizen participation procedure to gain public guidance and information for the 2017-2021 Consolidated Plan. The findings of those efforts have informed the priorities, needs, and goals entirely. During the consolidated planning process, the feedback received from public surveys, stakeholder interviews, and other public feedback created the framework for which all CDBG goals and action plans will be based on. The City has the goal to use the public feedback from the Con Plan to inform funding decisions proposed in this and subsequent annual action plans.

In addition to the consolidated plan citizen participation processes, the City has undergone all federally required citizen participation requirements for this action plan. The City encouraged participation in developing and implementing the plan with not only low- and moderate-income persons but also with local and regional institutions, the Continuum of Care, businesses, developers, non-profits, community members, and faith based organizations. These include a minimum 30-day public comment period with a formal public hearing during that comment period. The City published legal notices in two local newspapers (Idaho Statesman and Meridian Press) and posted the PY20 Draft Action Plan on the City's website. Staff worked with the City's Communication Department to share information regarding the recommended projects and priorities for the upcoming year as well as the public comment period and public hearing. The Communication Department shares information via Facebook, Twitter, Instagram, LinkedIn, Nextdoor, and a City-wide distribution list. CDBG staff also maintains a distribution list specific to those who have shown interest in CDBG and the same information was sent to that distribution list as well as several partner organizations distribution lists. All comments received were reviewed, acknowledged, and included as an attachment to this plan.

The CDBG Public Service Scoring Committee was responsible for scoring, ranking, and providing funding recommendations for public service applications submitted. This Committee consisted of the following representatives:

- Two (2) to four (4) Meridian residents;
- One (1) Finance Department staff;
- One (1) City Council member;
- One (1) Community Development Department staff; and

- One (1) Mayor’s Office staff.

As part of the scoring process, a member of the CoC reviews the public service applications and provides feedback on how the proposed projects meet the needs of the community and past history with the applying agency, if applicable. This multi-perspective approach to project funding recommendations allows the City to incorporate the viewpoints of a wide representation of interests throughout the community to better embody the needs of Meridian. The largest representation was intentionally Meridian residents to encourage the public to more actively participate in determining the path of the Program in the coming year.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/broad community	A public hearing was held at the City Council meeting on July 20.	update	update	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	Public meetings were held during the City Council meetings on July 6 and 20. Meetings included presentations that outlined the applications received, funding recommendations, specific projects, and discussion by Council on the proposed projects.	update	update	
3	Newspaper Ad	Non-targeted/broad community	Legal notices were published in the Idaho Statesman and Meridian Press Tribune newspapers on June 11 that described the public presentations, comment period, and hearing regarding this plan.	update	update	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	Notices of the public comment period and public hearing were sent out using the City's social media accounts (Facebook, Twitter, Instagram, LinkedIn, Nextdoor).	update	update	
5	Email	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notices of the public comment period and public hearing were sent out using multiple distribution lists including that of the Meridian CDBG Program, Mayor's Office, Behavioral Health Board, CoC and ACHA.	update	update	

Table 4 – Citizen Participation Outreach



**Expected Resources**

**AP-15 Expected Resources – 91.220(c)(1,2)**

**Introduction**

The City of Meridian anticipates receiving \$501,559 in CDBG funds for PY21 and will be reallocating an additional \$95,687 in PY20 funds. The City will leverage staff time to complete projects implemented by the City. The majority of CDBG projects are implemented by subrecipients and the City expects funds to be leveraged with CDBG funds to improve the outcome of the project.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	501,559	0	95,687	597,246	0	The City will be reallocating \$95,687 of PY20 funds.  This is the final year of the Con Plan, so the City will not receive any additional funding under this Con Plan.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Meridian does not receive funding for HUD programs other than CDBG and there are no additional state or federal funds available to leverage for program activities. The City uses local funds to leverage staff time to implement all CDBG activities.

The projects identified below anticipates leveraging the following resources:

- Boys & Girls Club – private funds to administer the scholarship program and provide additional scholarships to those who are unable to access CDBG funding;
- City of Meridian – local funds to pay staff salaries;
- Jesse Tree of Idaho –private funds will be used to administer the program and provide additional assistance to those who are unable to access CDBG funding.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

There are currently no publically owned lands within Meridian that have been identified to specifically address needs of the Con Plan or the Action Plan.

**Discussion**

The City and its subrecipients will work to leverage funding and in-kind resources to help maximize the usage of CDBG funding.

**Annual Goals and Objectives**

**AP-20 Annual Goals and Objectives**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Accessibility	2017	2021	Non-Homeless Special Needs		Better Accessibility in Meridian Improve Accessibility in Meridian	CDBG: \$336,246	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6205 Persons Assisted
2	Enhance Homeownership Opportunities	2017	2021	Affordable Housing		Improved Housing Options and Supportive Services Improved Weatherization of Housing Stock Better Accessibility in Meridian Housing Rehabilitation Opportunities  Improve Accessibility in Meridian	CDBG: \$171,000	Homeowner Housing Rehabilitated: 15 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Provide Social Services	2017	2021	Non-Homeless Special Needs Low income services		Improvements in Economic Stability Service Programs - Low Income and Special Needs  Improved Housing Options and Supportive Services	CDBG: \$45,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
4	Administration and Fair Housing Activities	2017	2021	Admin			CDBG: 45,000	Other: 0 Other

Table 6 – Goals Summary

**Goal Descriptions**

1	<b>Goal Name</b>	Improve Accessibility
	<b>Goal Description</b>	The City will coordinate with City and local stakeholders to implement projects that will improve accessibility in LMI areas.
2	<b>Goal Name</b>	Enhance Homeownership Opportunities
	<b>Goal Description</b>	The City will provide funding to support LMI households obtain or maintain housing that is affordable to them.



<b>3</b>	<b>Goal Name</b>	Provide Social Services
	<b>Goal Description</b>	The City will address identified needs by providing local agencies with funding to provide necessary public services to LMI residents.
<b>4</b>	<b>Goal Name</b>	Administration and Fair Housing Activities
	<b>Goal Description</b>	The City will administer the Program, including collaboration with local entities to educate residents and landlords on fair housing rights and responsibilities.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City has allocated CDBG funds to projects that meet the priority needs and goals identified in the 2017-2021 Con Plan.

#### Projects

#	Project Name
1	Homelessness Prevention and Stability
2	Youth Extended Care Scholarships
3	Homeowner Repair
4	Chateau Park All Abilities Playground and Pathway
5	Alternate: Peregrine Elementary Streetlights
6	Alternate: E. MHS/MMS Streetlights
7	Alternate: Homebuyer Assistance
8	Administration
9	Fair Housing

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Projects were prioritized based on the needs identified in the 2017-2021 Con Plan, needs expressed in the PY21 CDBG competitive application process, and the experiences of the CDBG Scoring Committee. A common obstacle for public service projects is the lack of available funding to provide the necessary level of services. To address this, subrecipients will leverage other funding sources and utilize screening criteria to provide services to those with the highest level of need first.

The main obstacle for housing projects in Meridian is related to the soaring housing market in Meridian and lack of affordable homes. The Homeowner Repair Program provides owner-occupied rehabilitation for those who already own homes they can afford in order to keep them stably housed. A potential obstacle to addressing the underserved needs is making the community aware of this program. The City will continue to assist the subrecipient with outreach for this program.

The accessibility projects have the potential obstacle of rising construction costs, which is related to the soaring housing market. It is often difficult to find a contractor to complete smaller construction

projects because there is such a demand for large construction projects right now.

No obstacles have been identified for Administration and Fair Housing.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Homelessness Prevention and Stability
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide Social Services
	<b>Needs Addressed</b>	Improvements in Economic Stability Service Programs - Low Income and Special Needs Improved Housing Options and Supportive Services
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	Provide emergency payments for rent, mortgage, and/or utilities on behalf of LMI eligible individuals or families for the purpose of stabilizing housing and preventing homelessness.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 LMI households averaging 3 people per household who are at risk of homelessness.
	<b>Location Description</b>	Services will be offered in the community and at provider offices and will benefit households throughout Meridian. Services may also be provided virtually.
	<b>Planned Activities</b>	(05Q) Subsistence Payments
2	<b>Project Name</b>	Youth Extended Care Scholarships
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide Social Services
	<b>Needs Addressed</b>	Improvements in Economic Stability Service Programs - Low Income and Special Needs Improved Housing Options and Supportive Services
	<b>Funding</b>	CDBG: \$20,000
	<b>Description</b>	Provide funding for LMI eligible youth to participate in before and after school programs as well as summer programs at a free or reduced cost.

	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	40 LMI households with children under age 13.
	<b>Location Description</b>	Services will be provided at the Meridian Boys & Girls Club, located at 911 N. Meridian Road in Meridian.
	<b>Planned Activities</b>	(05L) Child Care Services
<b>3</b>	<b>Project Name</b>	Homeowner Repair
	<b>Target Area</b>	
	<b>Goals Supported</b>	Enhance Homeownership Opportunities
	<b>Needs Addressed</b>	Improved Housing Options and Supportive Services Improved Weatherization of Housing Stock Better Accessibility in Meridian Housing Rehabilitation Opportunities Improve Accessibility in Meridian
	<b>Funding</b>	CDBG: \$171,000
	<b>Description</b>	The Homeowner Repair Program will improve the weatherization, accessibility and visitability of existing homes of LMI Meridian residents, making them safer and more economically sustainable.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 LMI households.
	<b>Location Description</b>	Services will be provided at NeighborWorks Boise offices located at 3380 W. Americana Terrace, Ste 120 in Boise and will benefit households throughout Meridian. Services may also be provided virtually.
	<b>Planned Activities</b>	(14A) Rehabilitation: Single-Unit Residential
<b>4</b>	<b>Project Name</b>	Chateau Park All Abilities Playground and Pathway
	<b>Target Area</b>	



	<b>Goals Supported</b>	Improve Accessibility
	<b>Needs Addressed</b>	Better Accessibility in Meridian Improve Accessibility in Meridian
	<b>Funding</b>	CDBG: PY21 \$240,559 PY20 \$95,687
	<b>Description</b>	Replace existing playground in Chateau Park with an all abilities playground to offer recreational opportunities to children with disabilities. This project will also create a pathway that connects the park to LMI neighborhoods to the north and west that do not have amenities.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 2,068 households with an average of three people per household who reside in an LMI area.
	<b>Location Description</b>	2640 W Chateau Drive, Meridian
	<b>Planned Activities</b>	(03F) Parks, Recreational Facilities
5	<b>Project Name</b>	Alternate: Peregrine Elementary Streetlights
	<b>Target Area</b>	
	<b>Goals Supported</b>	Improve Accessibility
	<b>Needs Addressed</b>	Better Accessibility in Meridian Improve Accessibility in Meridian
	<b>Funding</b>	CDBG: \$125,000
	<b>Description</b>	Design and install and/or upgrade streetlights in LMI area. This is a backup project.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 2,222 households with an average of 3 people per household who reside in an LMI area.

	<b>Location Description</b>	Landing Subdivisions No. 1,2,3,4 and 7
	<b>Planned Activities</b>	(03K) Street Improvements
6	<b>Project Name</b>	Alternate: E. MHS/MMS Streetlights
	<b>Target Area</b>	
	<b>Goals Supported</b>	Improve Accessibility
	<b>Needs Addressed</b>	Better Accessibility in Meridian Improve Accessibility in Meridian
	<b>Funding</b>	CDBG: \$125,000
	<b>Description</b>	Design and install and/or upgrade streetlights in LMI area. This is a backup project.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 1,162 households with an average of 3 people per household who reside in an LMI area.
	<b>Location Description</b>	Neighborhoods to the east and south of Meridian Middle School extending to Meridian Road and Pine Avenue
	<b>Planned Activities</b>	(03K) Street Improvements
7	<b>Project Name</b>	Alternate: Homebuyer Assistance
	<b>Target Area</b>	
	<b>Goals Supported</b>	Enhance Homeownership Opportunities
	<b>Needs Addressed</b>	Homeownership Opportunities: 80-120 Percent of AMI Down Payment Assistance Opportunities
	<b>Funding</b>	CDBG: \$65,000
	<b>Description</b>	Provide assistance for eligible LMI persons to purchase homes in Meridian, with preference being given to public housing residents. Assistance will include down payment assistance, closing costs, and other eligible activities.
	<b>Target Date</b>	9/30/2022

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2 LMI households purchasing a home in Meridian.
	<b>Location Description</b>	Services will be provided at NeighborWorks Boise offices located at 3380 W. Americana Terrace, Ste 120 in Boise and will benefit households throughout Meridian. Services may also be provided virtually.
	<b>Planned Activities</b>	(13B) Homeownership Assistance
8	<b>Project Name</b>	Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	Administration and Fair Housing Activities
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$42,000
	<b>Description</b>	This project will conduct activities that relate to the administrative, planning, and technical assistance for the CDBG program during PY21.
	<b>Target Date</b>	9/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	n/a
	<b>Location Description</b>	Administration office is located in Meridian City Hall at 33 E. Broadway Ave. suite 102.
	<b>Planned Activities</b>	Administration and Planning
9	<b>Project Name</b>	Fair Housing
	<b>Target Area</b>	
	<b>Goals Supported</b>	Administration and Fair Housing Activities
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$3,000

<b>Description</b>	This project will carry out activities that relate to fair housing. At a minimum, CDBG funds will be used to implement a Fair Housing Campaign in April. Other opportunities to promote fair housing activities will be evaluated as they arise.
<b>Target Date</b>	9/30/2022
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	n/a
<b>Location Description</b>	The Fair Housing Campaign will be promoted via television, radio, and social media.
<b>Planned Activities</b>	(21D) Fair Housing Activities

### **AP-50 Geographic Distribution – 91.220(f)**

#### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City of Meridian’s basis for allocating public service and housing projects is geographically delineated within its municipal boundaries. Funding is determined by meeting national objectives, qualifying eligible activities, and through a competitive application process. The City does not specify target areas by census tract or block group. The use of CDBG funding is not pre-determined on areas of low- and moderate- income concentration or racial characteristics. Service agencies providing CDBG funded services are primarily located in Boise; however, low- and moderate-income clients served reside in Meridian.

Area benefit activities benefit at least one of the four (4) census tracts that fall within Meridian’s LMI area, which include census tracts: 0103.21; 0103.22; 0103.31; and 0103.35.

#### **Geographic Distribution**

Target Area	Percentage of Funds
n/a	n/a

Table 8 - Geographic Distribution

#### **Rationale for the priorities for allocating investments geographically**

Meridian has not identified a target area.

#### **Discussion**

The City allocates funds to assist low- to moderate-income (LMI) Meridian residents without targeting or prioritizing specific geographic locations outside of the LMI area for area benefit projects per HUD guidelines.

### **Affordable Housing**

### **AP-55 Affordable Housing – 91.220(g)**

#### **Introduction**

The City of Meridian dedicates funding to providing LMI Meridian residents with affordable housing.

One Year Goals for the Number of Households to be Supported	
Homeless	0



One Year Goals for the Number of Households to be Supported	
Non-Homeless	15
Special-Needs	0
Total	15

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	15

**Table 10 - One Year Goals for Affordable Housing by Support Type**

**Discussion**

For homeowner rehabilitation, subrecipient(s) will utilize funding to assist homeowners with emergency repairs, accessibility, weatherization, and similar eligible projects to improve the safety and livability of their homes.

**AP-60 Public Housing – 91.220(h)**

**Introduction**

The City of Meridian is served by the Ada County Housing Authority (ACHA), who administers the Homeownership Voucher Program, Housing Choice Voucher, Mainstream Voucher, as well as managing the Family Self Sufficiency Program.

**Actions planned during the next year to address the needs to public housing**

As part of the City’s overall Comprehensive Plan, Meridian has identified a goal of offering a diversity of housing types for all economic levels throughout the City. To accomplish this goal, Meridian encourages quality housing projects for all economic levels throughout the city. The City supports a variety of residential categories (low-, medium-, medium-high and high-density single family, multi-family, townhouses, duplexes, apartments, condominiums, etc.) for the purpose of providing the City with a range of opportunities to provide housing that is affordable to all. In spite of these efforts, ACHA has identified a lack of affordable units as one of the barriers to eligible renters and potential homeowners.

Meridian is one of the towns within Ada County, which ACHA serves. ACHA has a 72% success rate, whereas the national average is typically a 65-69% success rate. This leaves an estimated 28% of households receiving Housing Choice Vouchers (HCV) in Ada County unable to identify housing within

120 days, requiring them to relinquish the voucher and return to the waiting list. There are many reasons a participant may not be able to identify a housing unit including:

- Landlords feel there is too much “red tape” associated with the vouchers;
- Rents in this community are often above the fair market rents HUD allows;
- Misperception that voucher holders make bad tenants;
- Poor credit/rental history or criminal background may make some ineligible; or
- Lack of units that will accommodate larger families.

The City will continue to collaborate with ACHA, the CoC, and other partners during PY21. The City is in the process of updating its Strategic Plan, which will includes tasks related to housing affordability.

**Actions to encourage public housing residents to become more involved in management and participate in homeownership**

ACHA encourages public housing residents to participate in homeownership by:

- Referring families interested in homeownership to first-time homebuyer workshops covering the following topics: benefits of and preparation for homeownership, credit analysis, FICO scoring methodology, mortgage types and requirements, private mortgage insurance, loan-to-value ratio, down payment assistance programs, escrow and title process, property taxes, home maintenance, and homeowner responsibilities.
- Providing one-on-one meetings with a Homeownership Coordinator to determine short- and long-term goals in obtaining homeownership and to make a plan to reduce any barriers that need to be addressed.
- Collaborating with nonprofit partner agencies, lenders, and realtors in the delivery of counseling services for low- to moderate-income first-time homebuyers in the FSS/HCV programs. Expanding partnerships with community organizations, lending institutions, and real estate professionals.
- Actively marketing the Homeownership Assistance program to existing voucher holders through quarterly newsletters and attending the annual recertification meetings for voucher holders to explain the programs.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be**

**provided or other assistance**

ACHA is not a troubled PHA.

**Discussion**

The City is committed to helping LMI households access necessary services and homeownership as desired through a variety of methods.

***AP-65 Homeless and Other Special Needs Activities – 91.220(i)***

**Introduction**

The City coordinates with the Boise City/Ada County Continuum of Care (CoC) and the Region 4 Behavioral Health Board (BHB) to identify the strategies to address needs of those who are at risk of or currently experiencing homelessness.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Meridian has been a member of the CoC for the last six years to better understand and coordinate the needs that Meridian residents who are currently or at risk of experiencing homelessness face and how to better serve them. In addition, City representatives are frequently involved in public discussions, presentations, and meetings with citizens, other government officials, and local service providers including West Ada School District, Jesse Tree, and CATCH to provide support, understanding, and outreach to those who are experiencing homelessness in Meridian.

In previous years, the City worked with the CoC to add data points to the CoC’s Homeless Management Information System (HMIS) to enable the City to determine how many Meridian residents are experiencing homelessness and the reasons for their housing crisis. This data and information was evaluated while developing the PY21 Action Plan to better inform strategies and partnerships for the City to implement. The City is committed to serving the individual needs of Meridian’s homeless population as identified by the CoC and local organizations.

The City has also worked with the CoC to conduct the annual Point-in-Time Count, which helps determine the number of people who are experiencing homelessness on a given day. This information allows the City to understand the level of homelessness in Meridian and to develop a program that better serves those in need. The City will continue to assist with this process in upcoming years.

The City intends to continue to use its partners to identify, understand, and support those experiencing homelessness (especially persons experiencing unsheltered homelessness) or at risk of homelessness with special needs in Meridian.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

While there are emergency shelter and transitional housing facilities located in other nearby cities in the Treasure Valley, none of these facilities are located within City of Meridian. The City has prioritized funding homelessness prevention to mitigate the need for these services, but also works with the CoC to assist Meridian residents who are in need of emergency shelter. The City encourages agencies who provide these services to apply for CDBG funding, but there were no applications during PY21 for projects directly related to emergency shelters or transitional housing projects. However, all services to be funded are available to those who qualify.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City will provide funding to NeighborWorks Boise to assist with homeowner repairs to Meridian residents with a low- and moderate-income to keep them in housing they can afford. In addition, Meridian’s work with Jesse Tree has helped provide rental and case management services aimed at preventing and resolving needs for those currently experiencing homelessness or at risk of homelessness in Meridian.

The partnerships that the City has with local committees, organizations, and networks in evaluating, understanding, and addressing the many needs of Meridian residents experiencing homelessness include Meridian Police Department, Ada County Sheriff’s Office, City of Boise, City of Nampa, City of Caldwell, Women’s and Children’s Alliance, Jesse Tree, Boys & Girls Clubs of Ada County, West Ada School District, CATCH, Ada County Housing Authority, Local HUD office, CoC, Meridian Food Bank, United Way, NeighborWorks Boise, IHFA, Terry Riley, El-Ada Community Action, Our Path Home Connect, and many others. These partnerships are extensive and ongoing in order to help address and prevent homelessness in Meridian.

These efforts, particularly coordination and participation with CATCH and the CoC, are designed to assist local service providers in helping persons experiencing homelessness make the transition to permanent housing and independent living while shortening the time individuals and families experience

homelessness.

In addition, the City's relationships with ACHA, CATCH, and Jesse Tree are aimed to develop activities through the Program that facilitate access for individuals and families experiencing homelessness to affordable housing units while also preventing individuals and families from becoming homeless.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City is involved in the CoC, which is comprised of representation from ACHA, Health and Welfare, mental health service providers and other service agencies, including law enforcement and correctional agencies. The CoC coordinates, collects data, reviews data, and prioritizes strategies based on data and input from providers. Coordinated entry serves all communities within Ada County and case conferencing is conducted weekly.

The City is also involved in the Behavioral Health Board (BHB), which focuses on mental health and substance use disorders. The BHB is a government entity established by the Idaho legislature in 2014 to advise Idaho's behavioral health authority, identify gaps, and promote improvements to the delivery of integrated services for behavioral health in Idaho. The Board promotes and supports prevention, intervention, recovery and resiliency for individuals and families in need. It is composed of 23 stakeholders, advocates, and professionals across the continuum of care. Involvement with this group allows the City to understand the broader needs of the community as related to behavioral health in general and specifically for those who are being discharged from institutional settings such as mental health facilities and corrections programs.

During PY21 the City will also provide funding to Jesse Tree to keep families, individuals, and children who are at risk of eviction stably housed. Meridian partners with other organizations, such as the West Ada School District, to assess needs and provide services for those at risk of becoming homeless.

**Discussion**

Much of the work funded through the Program is directed at housing stability for Meridian's LMI residents. In addition to the services previously mentioned, the City is focusing on public transportation for seniors, ADA compliance improvements to public facilities, and public facility improvements such as sidewalk and streetlight improvements in LMI areas to meet the needs of those in the community who



may or may not be experiencing homelessness.

### ***AP-75 Barriers to affordable housing – 91.220(j)***

#### **Introduction:**

Section V of the Consolidated Plan and Fair Housing Assessment analyzes public and private barriers to housing choice in Meridian. Stakeholders were also interviewed about housing barriers. Barriers associated with tax policies, land use controls and zoning, building codes, fees and charges, growth limits, and policies affecting the return on residential investment were not identified as barriers. On the contrary, the review found a favorable environment for development and a migration toward more diverse housing types.

As such, the actions summarized below do NOT address the negative effects of public policies that serve as barriers to affordable housing (policies, procedures, processes). Instead, they focus on actions that address other types of identified barriers.

#### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City has expressed a commitment to creating more diverse housing types through its redevelopment plan for downtown. The Destination Downtown plan states that creating diverse housing opportunities for different housing needs and life-cycles in downtown Meridian is important to support new businesses and activity. A healthy housing mix will also help to draw people downtown and ensure 24-7 activity. Housing created or redeveloped as part of the downtown plan is expected to include apartments, townhomes, condominiums, duplexes, and single-family homes. The City helped facilitate multiple RFPs over the past several years for a large portion of the publicly-owned properties in downtown Meridian with a priority given to proposals that focused on developing mixed use and high-density housing. One project that was awarded, Downtown Lofts, will bring several affordable units to downtown Meridian including six (6) that will be dedicated to CATCH participants. This project is expected to be completed in 2021.

In 2017, to evaluate potential fair housing concerns within the City’s zoning code, the City had BBC Consulting utilize a “Review of Public Policies and Practices (Zoning and Planning Codes)” form recently circulated by the Los Angeles fair housing office of HUD. The research did not reveal any negative effects of public policies that serve as barriers to affordable housing. This includes land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies

affecting returns on residential investment.

Additionally, the City continues to review of potential policy and code changes that will incentivize the future development of multi-family and affordable housing units in Meridian.

**Discussion:**

The City will continue to identify areas to reduce barriers t affordable housing.

***AP-85 Other Actions – 91.220(k)***

**Introduction:**

This section discusses the Other Actions the City will take to address the needs of low-income residents.

**Actions planned to address obstacles to meeting underserved needs**

The City will continue to engage in conversations with neighboring communities and service providers to identify and address underserved needs, maintain affordable housing, and reduce the number of families living in poverty.

During PY21, the City has allocated funding to provide housing stability for those at risk of homelessness and extended care programs that offer youth a positive place to go. Additionally, the Economic Development Administrator works closely with the CDBG program in an effort to better align the needs of our residents.

The City will increase relationships with private providers, developers, and social services providers to reduce the obstacles for Meridian residents to achieve decent housing, a suitable living environment, and expanded economic opportunities.

**Actions planned to foster and maintain affordable housing**

The City intends to partner with local service providers that will assist in fostering and maintaining affordable housing. Projects funded during PY21 will provide: emergency assistance to families who are at risk of eviction and homelessness; assistance for homeowners to make necessary improvements to maintain their current housing; and, scholarships for children to participate in extended care programs so their caregivers can work. Additionally, the City will be working with service providers that focus on providing stability to those with mental health and/or substance use disorders to allow them to gain or maintain affordable housing with access to care coordination.

The City will also explore additional partnerships—including partnerships with mission-driven and

private developers—to bring more workforce housing into downtown and underutilized land parcels. The City collaborates with the Economic Development Administrator to explore the development of workforce housing and opportunities for residents to increase their income in an effort to foster and maintain affordable housing.

**Actions planned to reduce lead-based paint hazards**

Over the course of the upcoming program year, the City will provide information regarding lead-based paint hazards to educate the public and continue to gauge the prevalence of lead paint contamination within the City. There is a wealth of information already available from HUD, the State, neighboring communities, and various organizations that staff will gather and make available at City Hall, on the City’s website, and at other locations throughout the community as needed. Additionally, City staff has reached out to CDH staff to ensure they have a contact person if lead-based paint hazards arise.

**Actions planned to reduce the number of poverty-level families**

The City will fund projects to assist poverty-level individuals and families access services that provide a support system and allow them to focus on the steps they need to take to improve their living situation. Projects include programs that provide emergency assistance to families who are at risk of homelessness and housing cost assistance for residents unable to cover the full costs of home purchases. The City's Strategic Plan also intends to address poverty-based issues through the expansion of necessary public services and the expansion of quality employment opportunities for the jurisdiction’s LMI population.

As part of its Strategic Plan, the City is working on an in-depth socioeconomic profile of the City to help identify the needs of community members as it pertains to housing, finances, food, education, healthcare, and transportation. Completing this research will allow the City to better understand the factors that are contributing to residents who are facing poverty in Meridian, as well as help define solutions that could help mitigate those factors. The City’s hope is that this research will provide long-term insights and strategies to reduce the number of poverty-level families in Meridian.

**Actions planned to develop institutional structure**

In recent years the City made the CDBG Administrator position a full-time position and changed the position title to Community Development Program Coordinator. This position is now funded out of the City’s general fund. This institutional change is designed to provide more time to effectively manage the CDBG program and provide flexibility for the position to expand efforts into economic and other areas that can help meet the community development needs of the City. Staff will continue to work to attain relevant and appropriate professional development trainings during the program year to learn and address current and future institutional problems. Discussions will continue about the expansion and

opportunities to add new program staff to assist in this community development work.

The City has been involved in the institutional restructuring of the CoC as well as the implementation of new HMIS and Coordinated Entry standards for service providers in the County. These activities have dramatically altered the institutional framework of housing and other service providers in the region and has improved the efficiency and transparency of the coordinated work being done to address these needs. The City hopes to identify new institutional structures that can be developed, reformed or changed to better support the needs of those most at risk in the region (e.g. transitional and emergency housing networks).

**Actions planned to enhance coordination between public and private housing and social service agencies**

City staff will be working with the CoC to identify ways to enhance coordination between public and private housing and social service agencies. As in many communities, there is not enough funding to provide the level of services we'd like so the CoC plans to identify a way of coordinating services that are available and reducing duplication of services for a more effective use of funding. Multiple methods will be explored including phone apps and enhancing services that are already available.

The City's partnership and funding relationship with local housing service organizations including NeighborWorks Boise, Jesse Tree, and Ada County Housing Authority will continue to expand in this program year. In addition, coordination with other organizations like CATCH, Boise Rescue Mission, Interfaith Sanctuary, Terry Reilley, El-Ada Community Action, Jannus, Idaho Office for Refugees, Agency for New Americans, Women's and Children's Alliance, and all members associated with the local CoC (including private housing developers) will continue to be built upon to improve networks, coordination, and problem solving in the jurisdiction. Meridian's participation in the local CoC, housing and homelessness roundtables, and other regional coordination efforts outlines the City's continued action plan for enhancing the networking and coordination between public and private housing and social service agencies.

**Discussion:**

The City intends to fund multiple projects that will improve access to affordable housing and suitable living environments for Meridian residents. Staff will be working with subrecipients to identify barriers within their programs and find ways to address them to provide more effective services. Staff will also

identify ways to improve and expand Meridian’s CDBG Program for future years.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

The City's certification period includes program years 2021, 2022, and 2023. Outside of admin and fair housing, the City will allocate all funding for PY21 to LMI projects. The City commits to meet the 70% LMI benefit requirement of the federal CDBG program over the span of that three-year certification period.



# Attachments

**Citizen Participation Comments**

To be included once they are received.


**Grantee Unique Appendices**

Public Notice  
*Idaho Statesman*

*Meridian Press Tribune*

*Website*

*Email to distribution list*

Item #26.

**Resolution**

Will be included when received.

**SF 424's and Certifications**

Will be included when received.





## AGENDA ITEM

**ITEM TOPIC:** Transportation Commission: Pathway Crossing Concerns



# MEMO TO CITY COUNCIL

## Agenda Topic on the City Council Agenda

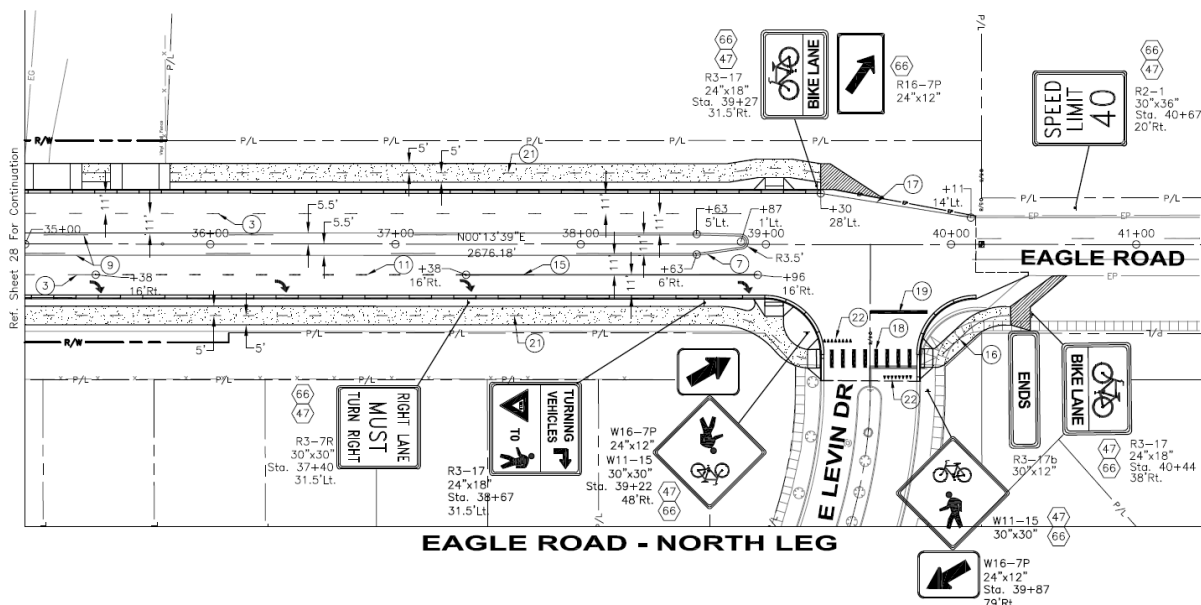
**From:** Meridian Transportation Commission **Date:** June 2, 2021  
**Presenter:** Walter Steed, Chair & Ryan Lancaster, Commissioner **Estimated Time:** 15 minutes  
**Topic:** Transportation Commission: Pathway Crossing Concerns

The Meridian Transportation Commission recommends that Meridian City Council request ACHD to look at redesign of multiuse pathway and sidewalk crossings.

Meridian staff have expressed concerns with ACHD staff about new designs placing pathway crossings behind and between cars at street intersections and the visibility conflicts it creates. ACHD staff responded recently that they are acting as they have been directed and any changes will have to come from the executive level. As such, Meridian staff brought their concerns forward to the Transportation Commission.

In May 2021, the Meridian Transportation Commission discussed the pathway crossing in the 95% design for Lake Hazel Road and Eagle Road. After discussion of staff concerns, reflection of past Commission discussions, and review of the example in this project at E Levin Dr, the Commission felt that the issue warranted closer review.

As there are no similar urban examples, there is concern with committing to a treatment without testing/experiencing it first. While this treatment may make sense in certain conditions, staff is not convinced that residential corridors, with distractions such as landscaping, are the appropriate



settings for setback crossings. Bike and especially pedestrian supportive designs are very sensitive to perception, and human behavior can have significant implications on function.

In the Lake Hazel Road and Eagle Road design shown, you can see the crossing is pulled back from the intersection. The perceived benefit is to allow vehicles to approach without blocking the crossing. However, a vehicle may still just as easily block the crosswalk, and if done, this negates the benefit of the design. It is possible signage, striping, or some other means of education could improve this, but drivers do not typically leave crosswalks open, unless pedestrians are already seen in them or they are beyond marked stop lines.

Another concern is human behavior. People take shortcuts; especially pedestrians. You can see this in many poorly designed public spaces. Worn “cow paths” can often be seen through a grassy area, because the sidewalk was in a location determined less convenient to the target destination. People will often go to greater lengths to circumvent a process or design, than would otherwise be required to just adhere to it. People (bikes and pedestrians) might cross where a ramp is normally located, and also at the new setback location. You would then have multiple points of conflict, upset expectations, and reduced awareness of all. This could possibly be improved with additional controls for crossing, but they do not exist in the design.

Lastly, landscaping, fencing, utility poles, and traffic signs all exist and complicate a driver’s ability to perceive pedestrians. That’s compounded when looking for pedestrians that are further from a driver’s area of focus and normal expectations.

There may be some well-founded reasons why all of these concerns are less important than a more pressing design consideration, but it’s not been made evident to the Transportation Commission or Planning staff.

Thank you for considering bringing this to ADHD’s attention.