



CITY COUNCIL SPECIAL MEETING [AMENDED]

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho

Tuesday, June 15, 2021 at 8:30 AM

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Agenda

ROLL CALL ATTENDANCE

___ Jessica Perreault ___ Joe Borton ___ Brad Hoaglund
___ Treg Bernt ___ Liz Strader ___ Luke Cavener
 ___ Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of the June 1, 2021 City Council Work Session](#)
2. [Approve Minutes of the June 1, 2021 City Council Regular Meeting](#)
3. [Delano Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 1](#)
4. [Delano Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 2](#)
5. [Dovetail Subdivision Sanitary Sewer and Water Main Easement No. 2](#)
6. [Final Plat for Midgrove Plaza \(FP-2021-0033\) by Rodney Evans + Partners, PLLC, Located at 1450 E. Franklin Rd.](#)
7. [Findings of Fact, Conclusions of Law for Artemisia Subdivision \(H-2021-0014\) by Engineering Solutions, LLP, Located at 1690 W. Overland Rd.](#)
8. [Findings of Fact, Conclusions of Law for Linder Village \(H-2021-0034\) by CSHQA, Located at 6308 N. Linder Rd.](#)
9. [Findings of Fact, Conclusions of Law for Shafer View Terrace \(H-2020-0117\) by Breckon Land Design, Located on the East Side of S. Meridian Rd./SH 69, Midway Between E. Amity Rd. and E. Lake Hazel Rd.](#)
10. [Development Agreement Between the City of Meridian and Denton Roberts \(Owner/Developer\) for Roberts Annexation \(H-2021-0013\), Located at 1630 Paradise Ln.](#)

11. [License Agreement Between the City of Meridian and Joint School District No. 2 \(dba West Ada School District\) for Fields and Parking Lot at 915 E. Central Dr.](#)
12. [Public Works Request from Mussell Construction for Connection to the City Water System Outside City Limits at 4495 S Meridian Rd.](#)
13. [Legal Department: Fiscal Year 2021 Budget Amendment in the amount of \\$50,000 for Legal Services](#)
14. [Resolution No. 21-2271: A Resolution of the Mayor and the City Council of the City of Meridian Accepting the Traffic Box Box Art Image Repository 2021-2023 and Providing an Effective Date](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

15. [Public Works Department: Fiscal Year 2021 Budget Amendment in the Amount of \\$500,000 for Well 17 Water Treatment Facility](#)
16. [Public Works Department: Approval of Award of Bid and Contract Between City of Meridian and Irminger Construction, Inc. for Construction of Well 17 Treatment Facility](#)

PRESENTATIONS [Action Item]

17. City of Meridian Fiscal Year 2022 Budget Presentation and Discussion

ORDINANCES [Action Item]

18. [Ordinance No. 21-1931: An Ordinance \(H-2021-0013 – Roberts Annexation\) for Annexation of Lots 2 & 3, Heritage Subdivision No. 2, Situated in the Southwest Quarter of the Northwest Quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, and Being More Particularly Described in Attachment “A” and Annexing Certain Lands and Territory, Situated in Ada County, Idaho, and Adjacent and Contiguous to the Corporate Limits of the City of Meridian as Requested by the City of Meridian; Establishing and Determining the Land Use Zoning Classification of 2.146 Acres of Land from R-1 To R-2 \(Low Density Residential\) Zoning District in the Meridian City Code; Providing that Copies of this Ordinance shall be Filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as Required by Law; and Providing for a Summary of the Ordinance; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date](#)
19. [Ordinance No. 21-1932: An Ordinance Amending Meridian City Code as Codified at Title 11, Pertaining to Specific Use Standards in the Old Town District in Chapter 2; Ditches, Laterals, Canals or Drainage Courses in Chapter 3; Comprehensive Map Amendments in Chapter 5; and Common Driveway Standards in Chapter 6; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date](#)

EXECUTIVE SESSION

20. Per Idaho Code 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the June 1, 2021 City Council Work Session



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, June 01, 2021 at 4:30 PM

Minutes

Mayor Simison called the meeting to order at 4:32 pm.

ROLL CALL ATTENDANCE

PRESENT

Councilwoman Liz Strader
Councilman Joe Borton
Councilman Treg Bernt
Councilman Luke Cavener
Mayor Robert E. Simison

ABSENT

Councilwoman Jessica Perreault
Councilman Brad Hoaglun

ADOPTION OF AGENDA

Councilman Bernt motioned to adopt the agenda. Councilman Cavener seconded. All Ayes. Agenda adopted as published.

EXECUTIVE SESSION per Idaho Code 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

Motion made to enter executive session by Councilman Bernt, Seconded by Councilman Cavener. All Ayes.

In to Executive Session: 4:34 pm

Motion made to leave executive session by Councilman Bernt, Seconded by Councilman Cavener. All Ayes.

Out of Executive Session: 6:07 pm

ADJOURNMENT

Councilman Bernt motioned to adjourn. Councilman Cavener seconded. All Ayes. Meeting adjourned at 6:07 pm



AGENDA ITEM

ITEM TOPIC: Approve Minutes of the June 1, 2021 City Council Regular Meeting

Meridian City Council Regular Meeting

June 1, 2021.

A Meeting of the Meridian City Council was called to order at 6:12 p.m., Tuesday, June 1, 2021, by Mayor Robert Simison.

Members Present: Robert Simison, Joe Borton, Luke Cavener, Treg Bernt and Liz Strader,

Members Absent: Brad Hoaglun and Jessica Perreault.

Also present: Chris Johnson, Bill Nary, Bill Parsons, Joe Dodson, Alan Tiefenbach, Jamie Leslie, Joe Bongiorno and Dean Willis.

ROLL-CALL ATTENDANCE

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

Simison: Council, we will call the meeting to order. For the record it is June 1st, 2021, at 6:12 p.m. We will begin this evening's meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Our next item is the community invocation, which will be given tonight by Vinnie Hanke with Valley Life Community Church. If you would all, please, join us in the community invocation or take this as a moment of silence and reflection.

Hanke: Mr. Mayor, Members of the City Council, thank you, again, for the invitation to be with you all and pray for you. God, we thank you for this evening. We thank you for the privilege and freedoms to gather together to lead in the community. I pray for each member of the City Council, God, that you might grant them wisdom to lead as servants and to seek the greater good of the community that they lead. I pray for their constituents, God, that they would honor them with respect. I pray for the community members tonight as they speak. God, would you just give them a spirit of fellowship as we seek to be a city that loves our neighbors as ourselves. We pray for the first responders, the teachers and healthcare workers, God, who continue to serve our community. We ask all of this through Christ's name, amen.

ADOPTION OF AGENDA

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

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we adopt the agenda as published.

Borton: Second.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

CONSENT AGENDA [Action Item]

1. **Approve Minutes of the May 13, 2021 City Council Joint Meeting with West Ada School District**
2. **Approve Minutes of the May 18, 2021 City Council Work Session**
3. **Approve Minutes of the May 18, 2021 City Council Regular Meeting**
4. **East Ridge No. 2 Fire Easement**
5. **Edington Fire Access Easement Agreement**
6. **Final Order for Apex Southeast No. 2 (FP-2021-0032) by Brighton Development, Located on the East Side of S. Locust Grove Rd., Approximately ¼ Mile South of E. Lake Hazel Rd.**
7. **Findings of Fact, Conclusions of Law for Prescott Ridge (H-2020-0047) by Providence Properties, LLC, Located on the South Side of W. Chinden Blvd. and on the East Side of N. McDermott Rd.**
8. **Findings of Fact, Conclusions of Law for Roberts Annexation (H-2021-0013) by Rodney Evans + Partners, PLLC, Located at 1630 E. Paradise Ln.**
9. **Addendum to the Development Agreement Between the City of Meridian and Mark Bigelow (Owner/Developer) for 1450 W. Ustick**

MDA (H-2021-0016), Located on the Northeast Corner of N. Linder Rd. and W. Ustick Rd.

- 10. Cooperative Agreement Between the City of Meridian and the Idaho Transportation Department for Landscaping Maintenance (Project No. A019(944), Key No. 19944), Located at US20/26, Locust Grove Rd. to Eagle Rd.**
- 11. City of Meridian Financial Report - April 2021**

Simison: Next item is the Consent Agenda.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: No changes to the Consent Agenda as well. So, I move that we approve the Consent Agenda, for the Mayor to sign and for the Clerk to attest.

Borton: Second.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

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

PUBLIC FORUM – Future Meeting Topics

Simison: So, Mr. Clerk, do we have anyone signed up under Public Forum?

Johnson: Mr. Mayor, we have one sign up, Sally Reynolds.

Simison: Okay. If you would like to come forward for three minutes.

Reynolds: Good evening, Mr. Mayor, Members of City Council. Sally Reynolds, residing at 1166 West Bacall Street in Meridian, Idaho. So, recently I reviewed a petition for judicial review summary handed down by Judge Norton in favor of the City of Meridian and I remembered a topic I wanted to bring before City Council for discussions at a later date. You may end up addressing it internally or at a work meeting or not at all, but I would like to state it on the record for information for the public. My request is that the direction for public hearing state that if you are representing a group of people and are given ten

minutes, that you retain your three minutes as an individual citizen to address concerns with your own personal property. Here is the reason for the request. In the judgment the question of standing was addressed, basically, and this is quoting directly from the judgment -- LUPO only allows an affected person, defined as a person with a bona fide interest in real property, which may be adversely affected -- affected by land use decision to challenge the decision. In order to satisfy the requirement of standing the petitioners must allege or demonstrate an injury, in fact, and substantial likelihood that the judicial relief requested will prevent or redress the claim injury. The petitioners must establish a peculiar or personal injury that is different than that suffered by any member of the public. Proximity is an important factor of standing and a court is more likely to find standing where the landowner property is adjoining the proposed development or adjacent to it, closed quote. Two of us, Mr. Eastman and myself, live on adjacent land. But Mr. Eastman's standing failed based on the fact that he -- he only addressed traffic concerns in his testimony. We did not realize each person had to speak to each alleged harm, so he was raising traffic concerns for everyone. While I did offer ample testimony about how noise, lights, and odor would affect neighbors from the adjoining development, I was only speaking on behalf of the larger group and never directly personally cited my own property. The judgment reads: While Reynolds raised general concerns within the neighboring commercial development that was actually approved, she presented no evidence during cited testimony that her residence was directly impacted by noise, odor, or lights from the development approved by the City Council. Reynolds failed to show that the location of her property exposed her residence to a particularized harm from the lights, odors, or sounds of the approved development. As a side note, I would like to state that over the past year I have been sleeping with noise cancelling headphones, there is a light that shines directly into my bedroom window throughout the night, and I have as of recently two weeks called non-emergency dispatch regarding illegal activity going on at the property. I don't say this to complain, I say it to show that reality and what a judge says is reality can be completely different. Three years ago I know that if I had asked the prior mayor and prior city council to grant me an extra three minutes to address my personal property I would have been denied. Now, the more educated part of me wishes that I had requested that, because if I had been denied I could have filed a petition on that basis that my due process rights were violated to protect my own personal property. But you live and learn from your mistakes and I hope that someone can learn from mine. I would advise any member -- oh.

Simison: You can finish your comment.

Reynolds: I would advise any member of the public speaking on behalf of their group request that their own three minutes be retained so they can illustrate how their own personal property will be impacted by a future development. I also urge residents who are close to a development to address every issue that will affect their property. If the City of Meridian is serious about allowing residents the opportunity to address their personal property rights, I request that that clarifying verbiage of citizens rights be added to public hearing instructions. Thank you.

Simison: Thank you. We will take that under advisement. Council, just a moment of personal privilege at least from my perspective. I have not been asking when people say they are there to testify on the HOA, asking others to raise their hand to showcase that, I'm allowing everyone the opportunity to provide testimony in this format, that the HOA representative does not preclude your right to provide testimony. That's how I have been handling these just moving forward.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Is it appropriate just to make comment or is that --

Simison: Would you like a point of personal privilege?

Bernt: Yes, please. Mr. Mayor, personal privilege.

Simison: Okay.

Bernt: I just think that what Ms. Reynolds said is incredibly important and I think that -- I think that as a body we will take that under advisement. I think Mr. Mayor has already been handling that, but I think that we probably need to reach out to Planning and Zoning, so that they are under the same guidelines as well.

Nary: We can do that, sir.

Simison: Thank you. Mr. Clerk, anything -- anybody else --

Johnson: Mr. Mayor, that was all.

ACTION ITEMS

- 12. Public Hearing Continued from May 18, 2021 for Shafer View Terrace (H-2020-0117) by Breckon Land Design, Located on the East Side of S. Meridian Rd./SH 69, Midway Between E. Amity Rd. and E. Lake Hazel Rd.**
 - A. Request: Annexation of a total of 40.48 acres of land with R-2 (10.66 acres) and R-4 (29.82 acres) zoning districts.
 - B. Request: A 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.

Simison: Okay. Then we will move into our Action Items for this evening. First up is a public hearing continued from May 18th, 2021, for Shafer View Terrace, H-2020-0117. I will ask staff if they have any comments that they would like to make as we move forward.

Allen: Thank you, Mr. Mayor, Members of the Council. This project was continued in order for staff and the applicant to work with ITD on the northbound right turn lane on South Meridian Road, State Highway 69, onto East Quartz Creek Street and immediate versus long term needs for that. The applicant did offer to construct a right turn lane with development of this site at the last hearing and they did submit a concept drawing of the turn lane, which has been conceptually approved by ITD. Therefore, staff is recommending a development agreement provision is added that requires the developer to construct a northbound right turn lane on South Meridian Road, State Highway 69, onto East Quartz Creek Street with the first development phase in accord with ITD standards. And just to remind you, there are three requests for waivers that are associated with this application. They are highlighted in your hearing outline tonight. Would you like me to go through those or is that sufficient for you?

Simison: Council, would you like anything further from staff at this time? No? It sounds like we are good.

Allen: Thank you, Mr. Mayor.

Simison: Okay. Any questions for staff? Okay. I see the applicant is with us. Mr. Breckon, would you like to make any comments?

Breckon: Mr. Mayor, Members of Council, yes, if I could I would like to just pull up the sketch that we prepared that depicts the right hand turn lane. So, here is the sketch that we sent to IPD. Meridian Road. North is facing to the right hand side of the page. Here is East Quartz Creek Street and the Bernie Lateral on the south side and the right hand turn lane is depicted in the blue color. That was tied into existing improvements and also proposed improvements on the south side of East Quartz Creek Street. The green strip depicts what we expect to be additional right of way dedication and dimensions here that depict what would show the taper, as well as the decel lane to allow for a right hand turn. The improvements along the edge here are the same as were previously shown and I would stand for questions.

Simison: Thank you, Mr. Breckon. Council, any questions?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Jon, it looks like all of the existing plan was just compressed 12 feet -- everything shifted east a lot -- are the ones that absorbed the 12 foot shift to accommodate the lane. Is that a fair summary?

Breckon: Yes. Mr. Mayor, Councilman Borton, that's correct. The right hand turn lane was added, along with shoulder and, then, everything was shifted over accordingly to allow for the turn lane.

Borton: Follow up, Mr. Mayor?

Simison: Councilman Borton.

Borton: Is it -- is it contemplated to staff's comment about the installation of this, that it would be complete and approved by ITD and prior to, for example, the first CO or first permit? When would this need to be completed? How would we condition that in the DA?

Breckon: Mr. Mayor, Councilman Borton, I -- I guess I presume that this right hand turn lane would be conditioned as part of the first phase of the construction of the proposed development. So, this would be included in the -- the construction documents and we would work with ITD to refine it as need be, but it would need to go in right away or the first phase.

Borton: Okay. Thanks.

Simison: Council, any additional questions? Okay. Thank you. Mr. Clerk, do we have anybody signed up to provide testimony on this item?

Johnson: Mr. Mayor, we did not.

Simison: Okay. If there is anybody in the audience that would like to provide testimony on this item, if you would like to come forward to the podium at this time and do so or if there is anybody online that we would like to provide testimony, please, use the raise your hand feature at the bottom of the zoom platform. Seeing nobody, Mr. Breckon, would you like to make any final comments?

Breckon: Mr. Mayor, no, I would stand for questions. I believe we have talked through all the items. Is there is any -- any other questions I would be glad to address them.

Simison: Okay. Thank you.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Either for Sonya or Legal. To that question I had asked about the trigger point for completion of this northbound right hand turn lane, that it would be installed, completed prior to blank. I'm thinking of construction traffic, even though it might not be a lot of northbound, just so there is some clear metrics as to when it has to be done in the DA.

Nary: So, Mr. Mayor, Members of the Council, I guess from a tracking standpoint -- I mean it's either -- for the city it's either based on building permits like -- or before first occupancy and so there has got to be some -- some significant point that would make sense. You know, ITD, as they state in the updated staff report, don't have a timetable on when that road widening may occur. It could be five years from now, it could be ten years from now. So, if the desire of the Council is that -- that there be a right hand turn lane, decel lane installed, it really is whether you want it on the -- the first building permit to be issued or the last CO to be issued and I think that's the best way for us to track it I would think, unless Sonya has a different perspective. Pardon me? Right. So -- yeah. Yeah. So, first CO -- so, Sonya was saying -- so silently -- the first -- either the first building permit or the first CO, that that's the -- a trigger point that they can keep track of that can be managed. The other question is that the -- is this turn lane for the part north of the canal and not the four houses south of the canal? Is that right?

Allen: Yes.

Nary: So, I don't know what the sequence of construction is intended. So, I don't know if -- if -- again, if it's the first building permit or first CO of the buildings north of the canal, so --

Borton: Got it. Thank you.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: From the -- from the prior conversation and appreciate the applicant getting back with ITD and being willing to add a safety feature like this and ITD was willing to accommodate it and understanding it's a little compressed and everyone seemed to cooperate to try and account for some added safety, if it -- if there wasn't an objection to having it installed prior to the first building permit -- I mean it errors on the side of safety to the extent there may be some construction traffic at the start that it could mean a little bit earlier if that metrics is acceptable, the first building permit and it's measurable and errors on the side of safety.

Bernt: Mr. Mayor, I agree with Mr. Borton.

Simison: Okay. Council, what's your -- what's your desire at this time? Would you like to close the public hearing? Leave it open?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Just to kind of close the loop on the waiver conditions that staff had alluded to, the three that are in the report, it didn't sound like from the prior discussions that staff had

any -- any overwhelming concern with them in light of the site. Some of the site constraints that you have referenced seem to justify the requests here.

Allen: Yes. I got it. I got it. Give me a second. Mr. Mayor, Councilman Borton, yeah, staff has no major concerns with that, if Council should wish to approve that. Thank you.

Borton: Okay. Thanks.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I guess my only question on that condition for Sonya was just for the -- the waiver to allow the McBurney Lateral to remain open if we feel like we have adequate fencing to preserve public safety.

Allen: Is that a question of staff?

Strader: Yes, please.

Allen: Mr. Mayor, Council Woman, they have -- I believe it's wrought iron fencing along there. If the applicant would confirm.

Breckon: Yes. That's correct. Wrought iron fence.

Allen: So, yes, that's sufficient for staff --

Strader: Thank you.

Allen: -- to meet the code requirement.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: If there is no discussion, I'm going to go ahead and close -- or make a motion to close the public hearing on Item 12, H-2020-0117.

Strader: Mr. Mayor, I will 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: FOUR AYES. TWO ABSENT.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I think this application, which we saw earlier, it makes good sense -- the zoning and plat itself makes particular sense at this location. The added turn lane really was one of the primary concerns that has now been addressed. So, I'm going to make a motion that we approve H-2020-0117 as presented in the staff report of June 1, 2021, and to include the DA provision that requires the right-hand northbound turn lane on Highway 69 to be completed prior to the first building permit and to approve the waiver of UDC 11-6C-3F to allow Block 3 to exceed 1,200 feet due to the existing site constraints as requested and set in the staff report to approve the waiver of UDC 11-3A-6B, allowing the McBurney Lateral to remain open and not piped. It will be fenced as previously discussed. And to approve the waiver of UDC 11-3A-3, addressing the access points to collector streets as set forth in the staff report.

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

Simison: I have a motion and a second. Is there any discussion? Before we vote I just want to at least give my thanks to the applicant for bringing this needed safety improvement to the road. I know they are not fun, but they are needed, especially as we are developing along state highways, which have even less tools to actually see improvements done in a timely fashion than ACHD. So, thank you for that. So, with that clerk will call the roll.

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

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Simison: Thank you very much. Best of luck on your project.

Breckon: Thank you.

13. Public Hearing for Artemisia Subdivision (H-2021-0014) by Engineering Solutions, LLP, Located at 1690 W. Overland Rd.

- A. Request: Annexation of 25.67-acres of land with a C-G (General Retail and Service Commercial) zoning district.
- B. Request: Preliminary Plat consisting of 9 commercial buildable lots on 19.26-acres of land in the C-G zoning district.

Simison: Next item up is a public hearing for H-2021-0014. We are going to open this public hearing with staff comments. I was not going to try that word right now.

Allen: Alrighty. Just one sec here. Alrighty. The next application before you is a request for annexation and zoning and a preliminary plat and this site consists of 19.26 acres of land. It's zoned RUT in Ada county and is located at 1690 West Overland Road at the northwest corner of Overland and Linder Roads. The Comprehensive Plan future land use map designation is mixed employment, which is the 13.4 acres shown in gray there on the center map and mixed use commercial, which is the brown 5.9 acres in the Ten Mile Interchange Specific Area Plan. Annexation and zoning of 25.67 acres of land with a C-G, general retail and service commercial, zoning district consistent with the associated future land use map designations. The proposed use will include sales and service for commercial fleet operations for large commercial trucks and motorhomes and vehicle accessory sales, an installation facility for customizing vehicles, parts develop -- excuse me -- parks department and reconditioning facility for used cars for Kendall Ford Auto Center. The applicant anticipates the future uses and the six slots located along West Overland Road and adjacent to South Spanish Sun Way to be retail and office space. As a provision of annexation staff recommends a development agreement is required to ensure future development is consistent with the Comprehensive Plan and the Ten Mile Interchange Specific Area Plan. Because a conceptual development plan was not submitted for the commercial and office uses on the southern portion of the property staff is recommending the agreement is modified prior to development of that area to include a concept plan that is consistent with the comp plan. A preliminary plat is proposed consisting of nine commercial buildable lots on 19.26 acres of land in the proposed C-G zoning district. Lots range in size from .51 of an acre to 9.7 acres, with an average lot size of 2.01 acres. The plat is proposed to develop in one phase. One public street access, South Spanish Sun Way, is proposed via West Overland Road and one stub -- excuse me -- stub street, West Tossa Street, is proposed to be at the west boundary for future extension in accord with the transportation system map in the Ten Mile Plan. Linder Road is scheduled in the five year work plan to be constructed as a new four lane I-84 overpass and widened to five lanes on each side of I-84, with a level three bike facility from Franklin Road to Overland Road in the future. The Overland-Linder Road intersection is listed in the CIP to be widened and signalized between 2036 and 2040. A ten foot wide detached multi-use pathway is proposed as required within the street buffer along South Linder Road in accord with the pathways master plan. Detached sidewalks are required along all streets with street trees. The Hardin Drain crosses the northeast corner of this site and is proposed to be piped. And this is just a copy of the ACHD preliminary lines map. Conceptual building elevations were submitted for the Kendall Ford site as shown. Two single story structures are proposed on Lot 1, Block 1, with building materials consisting of ACM panels, which are aluminum composite, corrugated horizontal metal panels, CMU in two different colors. Metal sunscreens and canopies are proposed over some windows. Overhead doors are proposed on the north, east and west sides of the building. Final design must comply with the design standards in the Ten Mile plan and the design standards in the architectural standards manual. The Commission did recommend approval of these applications. Becky McKay, Engineering Solutions, the applicant's representative, testified in favor and also submitted written testimony in agreement with the staff report. No one testified in opposition or commented on the application. Key issue of discussion by the Commission. They were in favor of the location of the proposed use and the site design. There were no changes to the staff

recommendation by the Commission and no outstanding issues for Council. And there has been no written testimony received since the Commission hearing. Staff will stand for any questions. The applicant is present in chambers to testify.

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

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Sonya, is there right of way dedication with this different than what would normally be? If just the expansion of the road, meaning more right of way to account for overpass facing?

Allen: I am not sure without looking at the report. It's covered in the ACHD report. If you would like that answer I can look.

Borton: At some point. I presume we would have covered that and tried to address to make sure that if there is going to be a future overpass that there is right of way necessary --

Allen: Yeah.

Borton: -- for it.

Allen: Yeah.

Borton: Okay.

Allen: He is planning for that. So, it's covered in their report.

Borton: Thanks.

Simison: Counsel, any further questions at this time? Okay. Then I will ask the applicant to, please, come forward. If you can state your name and address for the record and be recognized for 15 minutes.

Stiles: My name is Shari Stiles. I'm with Engineering Solutions. 1029 North Rosario Street in Meridian. Thank you, Mayor Simison and Council Members. I'm here tonight representing Idaho Auto Mall, LLC, on this annexation and zoning and preliminary plat application. I won't repeat what Sonya has very adequately -- adequately covered in her staff report. I will just add a couple of things. Just one note. There will be no vehicle sales or major auto body repair at this location. It will be strictly for the servicing and -- and the -- and the other uses. Reconditioning cars in the fleet operations, accessories, that kind of thing. So, just -- just so you know, that -- it's not going to be a sales lot. Idaho Auto Mall and Kendall Ford chose this particular location because of its proximity to the

Ten Mile interchange. That was a big draw. Visibility from the freeway. And another big draw was that they were located right just west of Camping World, which uses the Ford chassis and -- on a lot of their motor homes that -- that if they want accessories added or need warranty work or services done, Kendall Ford would be there available to do that work. We are going to be consolidating all of these light services into this one location. We have multiple locations throughout the area that perform these types of services, but they wanted one central location that they could do that. Right now they have moved their company's headquarters. They are -- into Meridian. They have purchased a lot and a building off of Copper Point Way in Silverstone Subdivision and all of their -- their corporate headquarters is now in the City of Meridian. We are hoping to get it all at the same location, but some of the design constraints and the timelines didn't mesh, so -- so they are glad to be able to locate that facility as well. Just one note on Sonya's report. The Hardin Drain has now been piped. We went through Nampa-Meridian Irrigation District and obtained a license agreement with them and wanted to beat the irrigation season. So, that drain has been completely piped and as well the irrigation pipe to the property to the west has been completely piped and -- and approved by the adjacent neighbor there that's on the rural agricultural property right now. You have had careful attention given to the architectural design of this center. The architect Adam Garcia was working diligently with the staff and the design guidelines for the Ten Mile Specific Area Plan to make sure the architecture meets those guidelines. Initially we had one building and, then, they broke it into seemingly two buildings and reoriented a building, so the mass from the interchange wouldn't -- wouldn't seem so great and -- and we are really excited about this facility and it's over 90,000 square feet. Infrastructure and building costs initially will be 20 million dollars. They are just excited to add to Meridian and the neighborhood. We had two neighbors appear at the neighborhood meetings and they were both in support of the project. We have asked for building permits to be allowed prior to actual recordation of the plat for you to decide and the facility and the length of the time it will be to do the site prep work and -- and get the initial facility. The other lots will come as they get users for those lots and -- and come up with a -- a more specific concept for each of those areas. In summary, we are in agreement with all the staff and agency recommendations. Oh. And one more thing I just forgot. To answer your question, Councilman Borton, we are dedicating 60 feet from centerline on Overland Road for this property. That's basically an expressway width. It is the widest width we have ever been requested of ACHD on a roadway within the city limits of Meridian. So, there has been ample right of way dedicated for that. With that we are really excited to expand Kendall Ford's positive contributions to the City of Meridian and I will stand for any questions you may have.

Simison: Thank you, Shari. Council, any questions for the applicant? All right. Thank you very much.

Stiles: Thank you.

Simison: Mr. Clerk, do we have anyone signed up on this item?

Johnson: Mr. Mayor, only the applicant signed up.

Simison: Okay. If there is anybody in the audience who would like to come up and provide testimony on this item, please, do so at this time or if you are one of our attendees online and you would like to provide testimony, please, use the raise your hand feature on the Zoom platform. Seeing no one coming forward or raising their hand, would the applicant like any final comments? Shari, would you like any final comments, since no one's provided testimony? Okay.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I know we don't normally allow issuance of a permit prior to recordation of the final plat, but any concern in this one for that to occur?

Nary: Mr. Mayor, Members of the Council, I guess without talking to the building department, I mean you are right, normally we wouldn't do that, because, again, there is some other issues, but if the Council wants to direct that -- that you are okay with that, if it meets the building officials' metrics or whatever they feel the most comfortable with, I think that would be okay. I -- again, I don't know whether either Mr. Freckleton or Mr. Zahorka have some specific things that they require before they do that, so --

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Thank you for that -- framing that well. I don't know if the applicant has a thumbs up or a concern -- a question with that -- those sideboards. It looks like maybe you did.

Stiles: Shari Stiles. Engineering Solutions. You are asking about the building permit? We -- we would like to get the -- it's eligible for one permit right now. It's an illegal parcel. It hasn't been divided. So, similar to other commercial projects within the city I know I have been granted building permits prior to actually recording the final plat, but realizing, you know, we have got to have all the fire safety and, you know, meet all the conditions for public safety issues, you know, any signage that needs to be put in, but they are really anxious to get started. It's been a long process. Not with you.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I think we are all saying the same thing. So, if -- if we were to approve it with those sideboards that our building -- you know, subject to approval by our building department, it's exactly what you are saying, but it still gives us the comfort that nothing gets messed up.

Stiles: That would be great. I'm sorry.

Borton: Okay. No worries. Thank you.

Stiles: Thank you.

Simison: Thank you.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: If there is no discussion, I'm going to make a motion to close the public hearing on H-2021-0014.

Strader: Second the motion.

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: FOUR AYES. TWO ABSENT.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Love seeing Kendall Ford grow and continue to invest and make Meridian home. So, that is greatly appreciated for sure and this -- this application at this location seems to be spot on. I think the -- so, I'm going to make a motion that we approve H-2021-0014 as presented in the staff report of June 1, 2021, and to allow the issuance of the building permit prior to recording the final plat, subject to the approval of our building department as described by legal.

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

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

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

Simison: All ayes. Motion carries and the item is agreed to. Best of luck to Kendall moving forward.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

14. Public Hearing for Linder Village (H-2021-0034) by CSHQA, Located at 6308 N. Linder Rd.

- A. Request: Modification to the Use Area Plan in the Development Agreement (Inst. #2019-028376) to allow financial uses in the area currently designated for specialty retail and restaurant uses.

Simison: Okay. Council, next up is a public hearing for Linder Village, H-2021-0034. I will open this public hearing was staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. The next application is a request for a development agreement modification. The site is located at the southeast corner of North Linder Road and West Chinden Boulevard and is zoned C-C and R-8. The applicant proposes to amend the existing development agreement 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. Substantial compliance with the approved use area plan is required as a provision of the development agreement to ensure a minimum of three land use types, commercial, which includes retail restaurants, et cetera. Office, residential, civic, which includes public open space, parks, entertainment venues, et cetera, and industrial are provided within the development, consistent with the guidelines in the Comprehensive Plan for the associated mixed use community future land use map 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 mixed use community designation. 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 development agreement. Staff is recommending approval of the requested modification. Written testimony has been received from Norman and Julie Davis and they are not in favor of the proposed change to the use area plan to include financial institutions. They prefer a restaurant and specialty stores in this location, since there are two other financial institutions within walking distance of this site. And, lastly, a letter was received from Sally Reynolds. She is against a TCO, temporary certificate of occupancy, being issued for Winco before the Chinden and Linder Road improvements are complete, as the development agreement requires all improvements required by ITD and ACHD associated with this development to be completed within the time frame required by those agencies in accord with the STARS agreement and consistent with the traffic impact study prior to issuance of the first C of O within this development. And just a note that this issue is not the subject of this application. However, a TCO has already been issued by the building department to allow shelf stocking and set up of the store, which will expire on June 14th prior to the store opening. Staff will stand for any questions.

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

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you. Just a couple questions about that last comment and I understand it's not the subject of this application, but it did come up. So, if they wanted to actually open the store prior to the road improvements being completed would that come back before City Council?

Allen: Mr. Mayor, Council Woman Strader, Council, it's -- it's not allowed currently by the development agreement, so those improvements would need to be complete prior to issuance of their certificate of occupancy. There -- there may be a temporary occupancy issued for like not -- you know, the landscape buffer along the -- Linder Road and Chinden possibly, if they aren't able to get that done. That's something that we regularly do. But the road improvements are required to be complete.

Strader: Got it. It's just a follow up. So, there is a temporary CO that's been issued, but that's not sufficient for the store to actually open for business, so to be clear?

Allen: No. They are planning to open on the 21st, I believe, of June and it's set to expire on the 14th.

Strader: Sorry. But it's temporary -- sorry, Mr. Mayor, didn't mean to step over you. But -- so, it's temp -- so, it's a temporary CO, but the trigger for the store to actually open for business is a full CO and that has not been issued.

Allen: That's correct.

Strader: Thank you. That helps my understanding.

Nary: Mr. Mayor?

Simison: Council -- or Mr. Nary.

Nary: Mr. Mayor, Members of the Council, so it would be to follow up on Councilman Strader, since I don't want to mix it into the record of this, but since you asked the question, I have been in contact with the building department, development services, and -- and the economic development team on the process of the store opening and so if the Mayor would like or the Council would like us to kind of bring that forward next week to answer those questions, like the roadway and the improvements, we could certainly do that. Because we do know there has been some concern expressed out there about that and we have been working really closely. There is a lot of timing that has to occur. Also a lot of timing that is not necessarily the applicant's responsibility either. So, we can have that

conversation next Tuesday if you would like and that way it doesn't get mixed into this conversation about this specific item.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I think if we need to have that conversation we can. It sounds to me like if -- it's pretty simple to me. If they want to open for business and modify the DA before they have completed these improvements, staff just told me they have to come back before us. That's fine for me personally.

Nary: So, let me make it clear. Yes, to modify the DA. If it's compliant with the DA with what they are doing, then, that's normally a staff level decision. I just didn't know if the Council would want to note, since you have had some public outreach about it, so --

Simison: All right. Council, any further questions for staff at this time? All right. I will ask the applicant to, please, come forward.

Marsh: Mr. Mayor, Members of the Council, for the record Jim Marsh, CSHQR Architects. 200 Broad Street in Boise. Thank you for having us and pleased to present you for this development application modification request. I believe Sonya has covered the item well and we are in agreement with the staff report. We do have representatives from ICCU and ICCU's architect, as well as a representative from the property development. And at this time I would just stand for any questions that you might have.

Simison: Council, any questions for the applicant?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you. Did you guys try to, you know, find other specialty retailers? How did that process look? Do you feel like the market is -- well, give us a flavor for why this change now.

Marsh: Yeah. I mean a lot of this is -- as we developed the concept plan -- this was a few years ago. As things have changed, those -- the tenant mix and stuff has changed as well and I can bring up the landowner developer, property development representative to give you a little bit better breakdown if you would like, but right now we are really pleased to have a lot of specialty retail coming in as restaurants as well, small restaurants and some local restaurants. So, I think we have a really good strong mix. Part of the piece that -- that we are really concentrating are -- are kind of our gem of our whole development is the very center core of the development, which is the library and, then, the -- kind of the market main street plaza shops right north of those and that's where we are really concentrating some of those real kind of boutique types of uses into those

areas, but we have been real pleased with the mix of restaurants and retail that we have already had that come on board.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: If you don't mind if you -- there is a lot of public interest in this development. There has been for a long time. If you are able to disclose who some of those specialty retailers or restauranteurs are, I think that there would be a lot of interest if you are able to discuss that.

Marsh: Yeah. Why don't I have Dave McKinney come up, who is with -- he can describe some of those that he is working with --

McKinney: Council, my name is Dave McKinney. I'm with DMG Real Estate Partners. 2537 West State Street, Boise, Idaho. 83702. Would you like me to address other people you were talking to or --

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. If you are able to describe, you know, the specialty retailers and others that are coming in? I think part of the concern is that there was a very specific plan, at least from my review, that was -- you had kind of given -- you are pivoting a little bit. I'm curious how you are -- how you are meeting that original intention of having specialty retailers and in restaurants and kind of a mixture of that sort of those different uses.

McKinney: Sure. First of all, when we started talking with the banks, you know, at this location, we were thinking that was specialty retail. Retail banking. Now in talking with staff it was determined that it was more financial use or office use. So, that's why we are here tonight. Other uses that we have -- other people that we have signed leases with stretch from restaurants, sit down restaurants, family style restaurants, more quick service restaurants. We do have a lot of drive through uses now with COVID. Other retailers, other than Winco, we have talked with Pet Category. We have talked with Home Improvement. You know, quite a few different uses. Now, is there something specific or -- I could give names, but, you know, what -- it is somewhat confidential, so --

Strader: I don't think we are asking you to disclose anything confidential, but it just feels like there was one direction that it was going and now this feels a little bit different. So, I just wanted to give you an opportunity to talk about the vision now for this development.

McKinney: We think the vision is pretty close to what we have always talked about. It's a mixed use development. We will have residential, office, civic. We do have the library lease signed also. In fact, I believe we have a building permit ready to go with that. So,

we think it's consistent with what we have always talked about. We are making some enhanced pedestrian area and plaza area that we think is really exciting that people will really enjoy and so I think we are consistent with what we have always talked about.

Simison: Council Woman Strader, anything else?

Strader: I'm good now.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. McKinney, I -- I appreciate again wanting to respect the confidentiality of your -- in the process of working deals and we don't want to -- want to step into the mud on that. But I think what -- what Council Member Strader is getting is probably the same place that I'm at, which is that I think we all left a number of years ago really excited about this plan and I think what Council Member Strader is trying to get to, is where I am, too, is helping me understand how what you are doing gets to the intention of what Council supported when this was last before us and what I'm hearing is you think that the bank, even though you view that as financial, you have viewed that as specialty retail and I'm just trying to figure the nexus with that.

McKinney: Well, that's what we thought, but we were informed that, no, that's more of a financial institution and that we still would like to do a financial institution and so we now have it under contract to do for ICCU to take that space. That's why we are here tonight, to make sure it's okay with everyone.

Simison: Okay. Thanks. So, Dave, I don't know if this is a question for you or the architect, but recently sent a letter to ITD concerning -- if they are going to use -- do CFIs or not moving forward. Do we -- you know, there is one envisioned here. That's why we have this nice giant buffer on the northwest corner. If they come back and say, yep, CFIs are gone, traditional intersections are what we are all about in this area, does -- how -- how or would this northwest corner potentially change in your mind, if that were to be the case? Is there a broom up there that you would want to come back and put in something else in the future? Are you thinking about that or is this just lost at this point in time?

McKinney: I think what we would do is just enhanced landscaping, gateway signage, make sure that the presence on the -- at the intersection looks really nice. We are trying to do that anyway, but as you know in -- in ITD right of way we need permission to do that and -- but as far as building a building or something in that area, that's not in the plans.

Simison: Okay. Council, any additional questions for the applicant? Okay. Thank you very much. This is a public hearing. Mr. Clerk, do we have everyone signed up to provide testimony on this item?

Johnson: Mr. Mayor, we would one. Sally Reynolds.

Simison: Okay.

Reynolds: Mr. Mayor, Members of City Council, Sally Reynolds. 1166 West Bacall Street. If you will permit me just a personal -- a doctor unexpectedly paralyzed my vocal cords today at 2:00 o'clock and I used up a lot of -- of that talking on my last three minutes. So, excuse me if I -- for the whole team speech. So, I have been actively involved --

Bernt: Mr. Mayor? Sally, do you want some water? Would that help?

Hoaglund: No, I'm good. I have some. It's just -- it just needs to come back. So, I have been actively involved in this application and I attended the neighborhood meeting on this particular change. I knew when this development was approved that the developer would make lots of requests to modify the development agreement and this is the first of those. So, I'm grateful for the city code that requires the public to be notified when substantial changes are requested. Now, while this change merited another public hearing, in my mind it is not a change that materially alters the development. Sure, the residents would really prefer more restaurants over another bank. We have tons just in that square mile. Like the Davises said, to just opened up in the last month and there is actually an ICCU already in the parking lot right across the street at Fred Meyer. We have got two, you know, car washes and now we are going to have two ICCUs. But I realized the developer cannot control the demand for land and those residents we cannot dictate exactly what businesses we would like to see in a development. So, because the change is another use that would fit within the mixed use community, like staff said. I'm not in a opposition to the application. But I do fear that this is the first of many to come and I would like the Council to consider the question when a development is approved how closely to the approval do we expect the developer to stay? How many and what kind of changes are too many? Sure, when they are brought over one by one by one over months and months they may not seem big. But I would urge Council to consider the past public hearing of an application and any past modifications that the developer requests, including changes that may not merit a public notification, such as, like they said, the completion of landscaping, which may be -- be delayed in this development and any other requirements for COs. I did want to make one -- because I did provide that testimony on the TCO, I actually am fine with the TCO that has been issued. I feel good about that. It's not a TCO that allows it to open to the public and when I reached out to the building permit he -- the person who issued that he read me the parameters and I think it's completely fine that they have stockers and everyone in there. I mean if they want to -- if they want to stock everything and the roads get done and they take that last cone off and flip on the lights to Winco, fine, I am completely fine with that. So, my question on the certificate of occupancy is mainly for public safety, just that those roads be complete and I have realized that there are things that the applicant cannot control on roads, there is a lot of moving parts, but they can control when Winco opens and when that traffic starts flowing. We have not seen any calming measures on Bacall and Bergman. They might have them, I haven't been updated as to where they are at with ACHD and that's in the development agreement as well and I will not -- for the record I will not be here next week to speak to that if it is set. And I will stand for any questions.

Simison: Thank you. Council, any questions?

Borton: Madam -- or --

Simison: Mr. Borton.

Borton: Mr. Mayor. Old school? Wow. Sorry.

Simison: I know old habits --

Borton: That's a great question. So, to answer your concerns, which is spot on that you have them, I think the frequency of the DAs and the magnitude of the DAs -- so, when you see two or three -- if you were to see two or three successive requests, you know, one bite at a time to modify a DA, that causes great concern. Each one causes greater concern and, then, any individual request that strays too far from the original approval and the basis for -- this is a big project that we had really robust discussion as to why it was approved as what it was and so I think that will take some pretty high scrutiny to justify modifying any component of the DA. It's a complete package as is and that's exactly what we expect. So, it's difficult to make changes. I think it's intentionally difficult. So, this one very well may make sense. But if that gives some answer to -- we are all very aware that we all signed a contract for a particular reason and that's exactly what the city expects to see.

Reynolds: That's wonderful, Council Member Borton, Mr. Mayor. Councilman Borton, I really appreciate that comment and that does provide some extra comfort to me and I -- also to the public, who was so involved in this application.

Borton: Good.

Reynolds: If I could ask one question, just off of something that the developer said, he said there was a building permit for this building already. So, I am very hopeful -- have they recorded the final plat and I will say this with the caveat that I want them to record the final plat. We all do, because they were only allowed one building permit before they could start building and we want the library and we want the restaurants and we want the banks -- we want it to start going and it's just been -- so, I'm hoping that they recorded the final plat. Has that changed, Bill, since last time we talked? Yea. Okay. I would like to say the residents are -- at least some of the ones that I know -- I'm not going to speak for a group again, because that got me in trouble, but the ones that I know will be very happy to see that construction started on the other amenities that the residents were promised back there. That's great. Thank you.

Simison: Thank you.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, Members of the Council, one of the things for Ms. Reynolds -- or all the other public that watch this, planning staff is really good in your staff reports to give you that history. When it got approved. When changes were requested. What was done. What decisions were made and -- and this Council has -- this Council has always been good at asking the same question Council Woman Strader asked tonight is why this change? What's changed in the market? Why is it different. But just so Ms. Reynolds and the other neighbors know, I mean that's a fairly common portion of staff reports is a history of the property and what's gone on and what's been requested. So, that -- that's always captured there, too, so --

Reynolds: Mr. Mayor, Mr. Nary, thank you. I really appreciate that. And, yeah, I'm neutral on this application. So, thank you very much.

Simison: Thank you. Is there anybody else that would like to provide testimony on this item? Okay. If you would like to come forward. And if there is anybody online that would like to provide testimony, please, use your raise the hand feature at the bottom of the Zoom platform and we can have you unmute yourself. All right.

LaFever: Hi. Denise LaFever. 6706 North Salvia Way. As far as this application goes, I'm concerned with the practice of -- we have a credit union right across the bank -- and, by the way, that is my bank and I like the bank and I go to that one quite frequently. But we have one right across the way and we have a new one proposed there. I'm concerned about what is the plans for once we go back through and abandon that building? Is it going to become blight? What is the plans for that? You know, that's an impact on the city, especially since we are moving toward -- you know, their advertisements for the bank is a bank in your pocket. You know, we are moving towards online. And so right in that area we have the Zion bank that just opened in that area. You have ICCU credit union across the way. You got Beehive just around the corner. And there is another one that just opened next to Saltzer. I can't remember what it's called. Icon or something like that. I don't remember the name of the bank. But you already have so many in close proximity. I was kind of, you know, mixed about the Village -- you know, the Linder Village. I testified on that. But I was excited about the fact that we were going to have more services for residential, more services for restaurants and other great things for people to go and do things with. Another bank I'm not quite as excited about and less excited unless they were going to come forward with a plan how you are going to make sure you don't have blight on the one building that's over there and I understand their excitement, it's going to have left-hand turning lanes. I mean left-hand control lights, both sides of that development. Like I said, I'm neutral. I'm just extremely concerned about the blight. I am concerned about how that building is going to be repurposed across the street.

Simison: Thank you. Council, any questions?

Cavener: It's nice to see you in living color.

LaFever: What did you say?

Cavener: I said it's nice to see you in living color, Denise.

Simison: Is there anybody else that would like to provide testimony on this item at this time? If you would like to come forward, please. And if you can state your name and address for the record and be recognized for three minutes.

Wolstenhulme: I'm Dusty Wolstenhulme and I am a project manager -- project manager for real estate development for Idaho Central Credit Union and I'm the one who wants to put a branch here and what I would really like to do is give our local members in this area better access and not just the easy turning lanes off the streets, but our existing location we tried really hard to shoehorn it into a small location and -- and what we are finding is our memberships are coming out of the drive up, coming head on with a lot of traffic coming out of Taco Bell and we don't have the right of way, because we are coming in from the left side, while the Taco Bell folks are coming in from the right and they are able to get out and our members aren't loving the access they have. We will do our very best to find a good buyer for the other location. We will maintain it. We will take care of it. It's not going to become an eyesore. We just would really like to build something here that takes good care of our membership. I would also like to state for the record we are -- we are not a bank. The difference between a bank and a credit union is we are a not for profit financial cooperative of our members. We take care of our members. We are not out for some big investors or board -- board appointees from some big cooperative of investors somewhere, we are out for the little guy and that's what we are doing here is taking care of our members -- our average members.

Simison: Thank you. Council, any questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just a comment. Thank you so much for that clarity on the two locations right across the street and for the background on your thought process. I'm a customer and appreciate your company and glad you are in our community here as a local business.

Simison: Councilman Cavener.

Cavener: Dusty, appreciate you being here. I, too, am a ICCU member. Got my little green card in my wallet. I have noticed that a lot of your projects -- I think of the location on -- on Vista, the project that's coming along on Ten Mile, seemed to have a little bit of a larger footprint than what I'm used to seeing from ICCU branches. Is that kind of your new model? Is that kind of your gold standard moving forward or is it just we happen to see some larger projects in different segments of the valley?

Wolstenhelme: I think it's because we -- we keep doing what our members like. Our members like to be able to get in and out. Our members like to come see us. We tried really hard to build the technology and we have some of the best technology in the state

for getting -- like our sweet member over there said, about getting your financial institution on your phone and that should be able to happen. But if somebody is ashued that and they didn't call us and they didn't get on the internet and do a face-to-face video conference with one of our people and they didn't get on their app, they drove somewhere and waited in line and parked and dealt with all of that to come see us, we do our very best to make sure they can, because they really want to, you know what I mean? And a lot of financial institutions are getting smaller and a lot of financial institutions are getting rid of their physical locations and a lot of financial institutions are getting rid of safe deposit boxes and they are getting rid of drive throughs and they are getting rid of people and putting in ATMs that replace people and that's not what Idaho members want in their credit union. They want good service and they want to be able to come sit down with somebody who knows their name and cares about them and if you have been in an Idaho Central Credit Union you will know that's the difference between us and your nearest fat cat bank with a big cigar. We are going to know who you are. We are not Pete from the old Disney shows. We are your local friends and neighbors who are taking care of you.

Simison: And, Councilman Bernt, I can't wait for this.

Bernt: I don't have anything to say, just thought that that was a pretty good plug for ICCU. I mean -- sort of fun.

Simison: Thank you, Dusty. Is there anybody else that would like to provide testimony on the item at this time? And nobody online to raise your hand? Okay. Well, if the applicant would like to come forward and make any final comments.

Marsh: Thank you again. Jim Marsh, CSHQA. I think the last sets of comments from ICCU probably said it best on most of this and although a lot of times when we get development and modifications, DA mods come in somebody is asking for something that wasn't quite forecasted from years ago, but when -- when we do have these and we work with great clients like this, there is also that opportunity that these DA modifications are actually going to bring an improvement and heighten the development and the aesthetics to those developments. So, it's not always necessarily a negative thing when we come in for requests on those, but we are trying to actually enhance developments as well. But if you have any other questions feel free to ask anything you might have.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: If you could -- just a couple of things. Ms. Reynolds mentioned that she hadn't seen calming measures on Bacall or other areas throughout the Paramount Subdivision. If you could mention that or have a response to that. And if number -- the second question that I have as it relates to the -- and it's not related to this particular application that we are discussing right now, but if you could remind me what street -- to what street are you -- are you improving on Chinden. I don't remember if that was Linder to Locust Grove -- I don't -- I don't remember. If you could remind me.

Marsh: Sure. To start off with the street calming pieces -- and I might have to have some help from staff, too. But for the most part we -- there are some pieces in there, just getting the road narrow. Some of the street calming measures that would be nice to have -- I mean they are all within ACHD's jurisdiction to approve those standards and right now I don't believe there is anything -- there is no traffic bumps or those kind of traffic measures. I think if anything it's just basically narrowing the street for -- to slow traffic. I would have to go back to our civil engineer to probably get more specifics on that. But, yeah, that has been something that we have had that -- those discussions with ACHD on.

Bernt: Mr. Mayor, follow up.

Simison: Councilman Bernt.

Bernt: But no ultimate decision has been made, just conversations with ACHD is what you are saying?

Marsh: As far as I know and I apologize that I don't have -- I don't have a ready answer for that.

Bernt: Okay.

Marsh: But, yeah, no, that has been a point of conversation with ACHD.

Bernt: Mr. Mayor, follow up. I think it's just really important those -- those folks over in Paramount -- I know that one of the things that -- one of the -- one of the concerns that they had during the application process when it was approved previous and so I think that they would really appreciate some finality to that as well.

Marsh: Okay. I do believe that Dave is better versed on this.

McKinney: Mayor and Councilman, Dave McKinney. We are improving from Linder on Chinden all the way to Meridian Road in the first phase and, then, the second phase we will tie into where ITD left off at Locust Grove. That's next year. And, then, made some widening to Linder and, then, also we built the entire road that you see -- if you have been out there, you see the -- we call it West Plaza Drive, which runs from Linder and it will be signalized all the way to Fox Run and, then, up to --

Bernt: Mr. Mayor, follow up.

Simison: Councilman Bernt.

Bernt: So, just -- and I appreciate you, Dave, for reminding me. What you are saying is from Linder to Locust Grove or Meridian did you say? It's going to be widened.

McKinney: First phase is Meridian.

Bernt: Okay.

McKinney: Then there is a second phase to Locust Grove.

Bernt: Okay.

McKinney: So, when ITD improved from Eagle Road west, they actually stopped and, then, tapered, okay, and when we improve from Linder to Meridian, we will taper, you know, past Holy Apostles church and so forth and they will tie together, slow break, and, then, in the second phase next year we will complete the actual widening from a taper to widening. Like that was always the plan.

Bernt: Mr. Mayor. I don't remember that. I just -- for some reason.

McKinney: Yeah. It's part of the STAR agreement.

Bernt: Yeah. Yeah. Okay.

Simison: Mr. Clerk, did we have Mandie that was going to speak as part of the applicant team?

Johnson: And, Mandie, with your -- she's with the applicant team -- had her hand raised and wanted to be acknowledged.

Brozo: Yeah. Mandie Brozo. CSHQA. 200 Broad Street. And just the concerns of the traffic slowing on Bacall, we have taken into consideration working with the traffic engineer to slow all the traffic going across West Plaza Shop Drive, not making significant through traffic connections from Linder Road or Chinden to the residential subdivision to the south. Along all of the roads that we are able to we have narrowed and provided slower intersections, bump outs, landscaping around each of them, to kind of make that, you know, consideration to slow people down as they start traveling into the existing subdivision. So, from the developer's standpoint of what we have control of, we have made those considerations to help slow traffic down, not make the thoroughfare, not make it into a continuous connection from the major highways down and do what we can to slow people down before Bacall.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you very much, Ms. Brozo. Just so I can understand one of your comments that you just made, are you saying it's within your control not to complete the connection to the roads to the south on Bacall until the end of your development and what's your intention?

Brozo: Well, those part of the -- I believe the existing construction that they are doing right now along West Plaza Shop Drive structure. They do have -- like I was saying at the intersections, the bulb outs that slow traffic down before they take that turn down onto the residential -- future residential subdivision and, then, extend onto Bacall.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Sorry, I'm -- maybe I'm just not quite -- not quite getting it. So, I understood that you are narrowing -- you are doing traffic calming on the parts of the property that you control. Are you able to not make that connection to the south until the end of construction? Is that what you are trying to say? Until all these shops are open or -- or are you going to go out and make that connection, but you feel like you are doing all the traffic calming within your parcel? Just help -- help me understand what you are saying.

Brozo: We are trying to make sure that we don't make a straight run from Linder -- from Chinden all the way through to the South Bacall -- at Bacall. Where we have West Plaza Shop Drive bisecting the lower side of the site from the residential to the commercial, we have our traffic calming measures and, then, as you move down into the residential subdivision we are also including those same traffic measures to slow it down. There you go. As we kind of come through and connect to the existing residential.

Strader: Thank you.

Brozo: You can kind of see from this concept plan -- you can see where Chinden comes down, but we have turned traffic across to the west, so they can't actually get all the way through. So, they can't use that as a straight shot from Chinden down to the residential and we have used kind of a sweeping line to help slow traffic down at all those intersections. We have narrowed them down, like I said, with the pedestrian bulbs, landscaping, and things like that, to help just calm the traffic. As far as what they are doing in Bacall, I was not aware of any kind of agreement for us to, you know, redo their streets. We are -- I'm concerned with kind of our Linder Village portion part plats and what we are controlling with the future residential and the commercial. Did that help answer your question?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I think so. I think it just opened up -- perhaps opened up some additional rabbit holes to go down. I guess I would ask staff to -- if it's possible, Mr. Mayor, maybe too follow up -- not having been on the previous city council -- in terms of if there were DA provisions that there were improvements required actually on Bacall. I'm not aware of that. But that might be a good thing to double check.

Brozo: And part of our improvements are part of the final plat that has been improved, so we can show the roadway improvements for West Plaza Shops Drive and what we have done for the calming of the traffic along there.

Simison: Council, any -- does the applicant have any final comments in addition or Council have any questions for the applicant?

Marsh: Thank you.

Simison: Okay. Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Maybe I will just kick us off on a discussion before we actually close the public hearing. You never know. We run into hot water sometimes closing it. Appreciate the presentation. I'm not like going to lose sleep at night about the change for, you know, the Idaho Central location. I don't think that's totally inconsistent with the intention for this property under our future land use map and everything. I guess I -- I would just caution the applicant DA modifications to this property are clearly a pretty big deal. I think you have heard that from most of City Council at this point and I just think if you could do a little bit of a better job -- maybe if you have future requests to paint a picture for residents to get excited about what's coming and, you know, kind of get them pumped up about it, about what they are going to get here, instead of just the minutiae, I think that's a good thing and I guess just a general comment. I see Brighton's in the room as well, that we are really focused on the pedestrian safety aspect of this and so, you know, I would love for us to double check what -- what requirements need to happen when on these traffic calming pieces and, hopefully, we can just focus on that going forward. I am in support of it. I don't know if anyone else has any comments, but those are just my main concerns. I think people need to, you know, really come prepared and -- and sensitive to the public about this.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. Mayor, I tend to agree with Council Member Strader. No -- no heartburn over a well built credit union bank, financial institution in that corner, but I think your point is -- is well heard. Previous councils, previous planning and zoning commissions, previous applicant work, public testimony really resulted in what I thought was a really good plan and so I am always going to be a little skeptical or hesitant to make those changes to the plan. I think I'm supportive of this request. But I like, Council Member Strader, is your encouragement of the applicant to do a little bit better job of engaging the neighbors and the public around what they are doing and demonstrate to them the

benefits, not just for the neighborhood, but for our community as a whole. I think that's good advice.

Simison: Any further comments?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I move that we close the public hearing.

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. The public hearing is closed.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Unless there is further discussion -- I don't sense any. After considering all staff, applicant, and public testimony, I move to approve file number H-2021-0034, as presented in the staff report for the hearing date of June 1st, 2021.

Cavener: Second.

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

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

Simison: All ayes. Motion carries and the item is agreed to. Thank you and we look forward to getting that library moving forward real real soon.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

15. Public Hearing for 2021 UDC Text Amendment (ZOA-2021-0002) by City of Meridian Planning Division, Located at 33 E. Broadway Ave.

- A. Request: UDC Text Amendment for text amendments to update certain sections of the City's Unified Development Code (UDC) pertaining to the Landscape Requirements and Common Open

Space and Site Amenity Requirements in Chapter 3; Multi-family Common Open Space Design Requirements in Chapter 4; and Various other Amendments in Chapters 1-5 and 7.

Simison: Okay. Next item up is a public hearing for 2021 UDC Text Amendment, ZOA-2021-0002. We will open this public hearing with staff comments.

Parsons: One second here, Mayor, as I get things pulled up here for all of you.

Simison: Why don't we go ahead and take a three minute recess while we get things set up real quick.

Parsons: Appreciate that. Thank you.

(Recess: 7:33 p.m. to 7:38 p.m.)

Simison: All right. Council, we will go ahead and come back from recess and as we stated, we opened the public hearing and turn this over to Bill for staff comments.

Parsons: Thank you, Mayor, Members of the Council, pleasure to be here with you this evening. As you recall, I was here last week going over the first round the UDC changes before you and tonight is -- is part two of that. Obviously, with a larger -- more topics to discuss this evening, put it -- put it that way. So, if you have had a chance to look at the public record and the staff report, you can see we are basically tip to tail changing many sections in the UDC with this current round of changes and many of them have been spearheaded with different groups. As you know, I manage the UDC focus group and our planning manager Caleb Hood actually spearheaded the open space and amenity committee, which Council Member Bernt was a member of. So, before I kick off into all of the changes this evening I just wanted to extend my sincere appreciation to all of those that were part of that -- that process. I know it can be very tedious, it takes over many many months. There is always a give and take. There is winners and there is losers and -- but at the end of the day the goal is we all have consensus and we all kind of move forward and agree to champion the changes that are presented to you and ultimately get codified through this body and through all the other -- everybody else's actions. So, hopefully what I'm providing to you this evening does that for everyone that participated in this process. So, as I mentioned to you tonight's presentation will coincide with essentially five exhibits. Exhibit one is something that came forward as part of our code enforcement division. I know Councilman Cavener has a passion -- has a passion for RV parking in our community and so he has continually brought up this topic on multiple occasions, but really exhibit one tonight is really to clean up some definitions in our UDC and -- and also provide -- you know, try to clarify where recreational vehicles can be -- basically any vehicle where it can be parked on the property. Lacy Ooi, who is the code enforcement supervisor, is here to basically go through these changes with you. So, it is a tag team tonight. She is going to do exhibit one and, then, I will carry the torch for the remainder of the changes. But I thought it was important to note that we will let her go ahead and answer any questions you have with these proposed changes and that way

she can get to her evening and, then, we can continue our business with the other exhibits. So, I'm sure the Council's had a chance to look at all these changes. I won't go through all of them line by line with you, but you can see the first page here we are going through some definitions, clarifying -- Lacy can probably let you know some of her experiences with litigation -- litigating some of these cases and so that's where a lot of these changes come from, working with the attorney's office and making sure that we have our definitions right, so that we can enforce our code better. This one's probably -- Councilman Cavener, this is the one that I had mentioned to you. This is where I -- again, I want to extend kudos to Lacy and even the city attorney's office for even trying to tackle this issue, because it's not an easy one to handle. A lot of us have different opinions of what we can do on our property and that's what we are all about. But at the same time we want to make sure what we have in the books is enforceable and it's understandable by -- for people and I think Lacy's done a great job of explaining that and defining that better in our code. And, then, again, this kind of coincides -- and, then, the other coincides with the improvements that you need to have parking in front of your home. So, with that I will turn it over to Lacy and see if she has any context for you and, then, you can ask her any questions with -- regarding these proposed changes.

Ooi: Am I on? Okay. I'm Lacy Ooi and I'm a little more versed this time to come with some information for you guys. So, I'm just going to give you my background as to why the changes, other than appeasing Councilman Cavener.

Cavener: All right. All right. It's going to be one of those meetings.

Ooi: So, bringing this forward just to try to resolve years of discussion that we have had and I think between the Mayor's Office and Council and the Police Department we get this a lot and just trying to come up with something that's reasonable. So, currently on parking standards, any recreational vehicle, including motorhomes, campers, utility trailers and boats are not allowed on the front of a residential property, which includes their driveways. All these vehicle types must be stored behind a solid screened fence. Many people bring these vehicles home before and after a trip and find it difficult to be able to prepare or clean their vehicles given the standards as written. The best option for these citizens is to attach their trailer or boat to a vehicle or park the recreational vehicle on the public roadway, which they are allowed for 72 hours before moving them. In some areas this causes congestion and diminished visibility in the neighborhoods, but is within the parking regulations, therefore, it's allowed. This standard requires a violator to be notified by mail with a reasonable time frame to comply by removing the vehicle from the property or screening it behind a solid six foot fence. The violation is listed with a misdemeanor penalty. Code enforcement is oftentimes placed into a revolving cycle when trying to enforce the standard. We notify the owner, sometimes with a verbal or hang tag warning first, and, then, a written notice of violation, which usually gives a ten day compliance, which is what has been suggested to be reasonable and, then, return to the property to see whether the vehicle is moved from the property. Oftentimes we find the owner waited until the day of the deadline, moved the vehicle onto the roadway and will leave it there for a bit and, then, place it back into their driveway until we respond for a new complaint. Because the violation is corrected each time the vehicle is moved from

the property we are forced to continuously respond each time a new violation is created. Due to the cycle of enforcement our current code does not give us anymore authority than an effective HOA. This parking standard is not equally enforced, as we generally respond to this call type reactive to a complaint. Many newer neighborhoods have CC&Rs that regulate this type of vehicle within their subdivisions. We are oftentimes utilized to enforce the -- the CC&Rs per the request of the HOA or a property management company. When they receive the complaints or complete routine drive throughs in the area, they will give us a list. Older areas without CC&Rs request service less frequently. Therefore, those areas are created a new neighborhood norm where a large percentage of the homes have either one boat, trailer, or recreational on their street yard. When code enforcement responds to older areas it usually creates friction within this -- with the citizen that has had their vehicle on the property for several years and now feel like they are getting picked on. When code enforcement receives a complaint we utilize a philosophy of enforce in, enforce out, attempting to gain compliance for similar violations within the area. Enforcing this code on privately owned residential properties is the most common confrontational response we receive within code enforcement, oftentimes creating a dangerous situation for our officers. Code enforcement, Council and the Mayor's Office have received complaints from citizens regarding this parking standard. They feel like the regulation should be changed, therefore, I'm requesting these amendments to the parking standard as written. When I looked up stats for 2020, we had received 173 separate calls for parking standard violations, which included 200 vehicles in those enforcement calls. With the new code as written it would be a 59 percent decrease. One hundred and two of those calls would become compliant and only 71 would still create calls for service. The other 45 of those violations was simply moving a vehicle from being on the grass or unimproved surface onto their driveway would resolve in the additional 45. With only 53 of those calls for service remaining or vehicles involved in them, included more than one vehicle or in addition to having the vehicle, plus being on an unimproved surface, possibly with a vehicle with registration, inoperative, something that would still be handled under different regulations. So, those standards don't change, we would still be able to change them if there was multiples unregistered or inoperative or unlicensed vehicles in the driveways. We also added the 16,000 pounds, instead of what was previously written would have made them -- anything that was over 12,000 pounds couldn't be on your driveway, which almost a standard 350 is registered at 12,000 pounds. So, this gives us a more reasonable gross vehicle weight rating that would be enforceable as well. I stand for questions.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Lacy, I appreciate your work on this. I just was curious of the amount of calls that your department received, if you were able to track what percentage of them came from a property management company versus an individual citizen.

Ooi: I didn't even try to do that.

Cavener: Okay.

Ooi: It's not easy to pull the data in the current system that we have, so I would have had to look at individual calls, like I did to actually get the information that I gave you.

Cavener: Okay. Thanks.

Simison: Council, further questions on this -- Lacy, are you done with your --

Ooi: Yes.

Simison: -- comments on this area? All right. Then, Bill.

Ooi: Thank you.

Simison: Bill, you can take it from here.

Parsons: Thank you, Mayor. I will transition. So, my goal is -- tonight is, again, go through each one of these exhibits, pause at the end of each one of them and, then, just ask questions for each one of those different sections. That way we don't get everything -- all the record confused as to what we are talking about. It's very clear for us staff to go make changes if necessary. As we talk about these items this evening. So, the next round of changes it would be what I call in exhibit two and these are the changes that primarily came through me and working with the UDC focus group. As you are aware, the UDC focus group is made up with area residents, stakeholders, design professionals, developers, city staff. So, there is -- there is a plethora in expertise that goes into sitting on this and coming up with these proposed changes. Not all of them come -- come to you the way we intend. Some of them get removed and, then, shelved and, then, looked at again, revisited as we come up with better solutions, but for the most part the ones that I brought last week to you were ones on this list, but, again, at your request I expedited those and removed them from this table. So, again, tonight I won't go -- for this particular exhibit I won't go through all of the proposed changes. I'm just curious as to whether or not the Council has anything that's piqued their interest on this list. I'm going to highlight a few of these for you. One, we are going to actually increase the height of the -- of the schools in residential districts. We are seeing that some -- some of these -- sometimes we get taller schools than what our zones allow. So, allowing them to go taller without having to go through a needed application processes seems to be prudent, especially if we have a two story school. Hospitals are going to be allowed -- or a conditional use in the M-E zone. Installation for extension of time extension for installation of landscaping, this is coinciding with our building official and also some of the changes that we have heard from our UDC focus group. What's -- what's happening is -- if you had a chance to look at the Planning and Zoning Commission you have probably seen the discussion on this particular item, but really what's happening is we were having people that need to get in their homes faster than the developer can complete the subdivision improvements and we understand that sometimes things are out of our control. There may not be enough building supplies. There may be a short hand of qualified contractors to do the work and

so timing -- there is always a finesse to getting the timing right for these developments and so we were able to come up with some of this language to allow some residents to get into their home as we continue to work and, then, hold what we call a surety, which is, basically, guaranteed money for those improvements. So, we are just defining that process a little bit better in code as we are moving forward based on some of the feedback that we have heard from the group.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I just had a quick question about the surety. It -- you know, things are going gangbusters now, but things could change and maybe the world falls apart and we have a bunch of unimproved things. Is the amount of the surety sized and held in escrow to -- is it sufficient to complete all of the landscape improvements or how is that sized?

Parsons: Yeah. Mayor, Council, great question, Council Woman Strader. So, essentially, the way the code is written is we break up surety into two different types. We have a warranty surety and a performance surety. For planning we deal with performance surety. So, we request the applicant to provide -- there is an application and fee and as part of that process they submit detailed bids for the itemized work. We ask for that to be itemized and, then, we times that by 110 percent. So, we add ten percent on top of those costs to handle that inflation, if you will, if we have to cash it and, then, the developer can either put that up in cash, letter of credit, or bond and, then, we hold that for the duration of the project and do not release that until the project is complete and we go out and do that inspection.

Strader: Mr. Mayor, quick follow up.

Simison: Council Woman Strader.

Strader: And so it's actually a bond, it's not that they are -- proof that they are bondable.

Parsons: Yeah. Mayor, Members of the -- yeah, it's an actual bond that we get verified by our Finance Department.

Strader: Great. Thank you.

Parsons: Next page here I want to bring your attention to our multi-family parking standards. So, you can see here we are increasing or adding some changes to that. So, we are defining how many parking spaces are required for a studio apartment and, then, also defining how many are required for guest spaces and this name -- this number came from -- directly from the city of Boise's code. It seemed to be a good number. I have tested this against some other multi-family developments and it doesn't seem to be too onerous for the group to be able to provide additional parking for guests. Flex space. On this particular one we are actually going to allow loading docks in commercial zones,

provided that they are not visible from a public street. Before they were prohibited and we are starting to see more momentum in our M-E zone, which is our mixed employment zone, which does encourage industrial type uses similar to what Kendall was doing this evening on their property and so we want to be flexible with that and make sure we attract the right business, but we want to make sure whatever you do is still attractive and not an eyesore from the public street. Here is one that was a big deal to Planning and Zoning, was just basically public hearing signs and just basically solidifying our code as to what's required for proof of posting. I would note -- mention to the Council that at one point the city was toying with the concept of us taking over posting a property. After meeting with this group we all agreed that it may be more liability for the city to take that under at this time than just leave it status quo and so we did take that portion of it out of it, but we did strengthen -- the applicant is supposed to provide still a notarized statement and, then, even a map depicting where they are placing the sign, so that we can share with the public that the site has actually been posted per city requirements. Next item -- something new that I have requested to be added and something that you will see probably in the near future is we are currently integrating Project Doc software as part of the planning process and as part of that software package we will have the ability to have the applicant upload revised plans prior to them coming to you, so that we can have a memo or staff report modified or something that says we reviewed the plans before you see it and so what I have tried to do with this particular verbiage in the code here is just give us more time to do that. So, currently we -- we have always had a condition of approval that when we want to revise plans we require that to be to us ten days prior to the public hearing in order for us to look at that and get that in part of the public record. We have noted -- we realized that's not long enough and so we are asking that to be extended. We are codifying it now. It was never codified, it was more of a condition of approval, but now we are codifying that and now if Planning and Zoning Commission recommend changes to you and those are to happen between the Planning and Zoning Commission and City Council hearing, the applicant will have the ability to upload that, it will get uploaded into laserfiche and we will be able to give you that information a lot quicker and the public will be -- can see that faster as part of the public record as well. So, I think that's a pretty nice innovation that we are trying to bring, not only to you, but also our public. We are still working and testing on some of -- testing that -- that software out, but I'm hoping at some point we can share that information with you in the near future. Again, the next one coincides with the TCL process and how that works. Just some more tweaks to define that. And, then, the last item on here is the density formula for a PUD. So, as you all know we don't have density requirements for any other districts -- zoning districts in our code, it's all comp plan driven. So, we saw this as a holdover from that and so we are just taking that out to make sure it coincides with the rest of the code. So, in a nutshell, that's what -- what I had been working on with the UDC focus group and I will stand for any questions you may have regarding this exhibit.

Simison: Thank you, Bill. Council, any questions on this section?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: One thing that jumped out, Bill, was as to the 15 days, you used the word shall, that it shall be continued, as opposed to may. That's both ways, so is that -- do you mean shall or -- if it shows up in 13 days and it's pretty innocuous, not in contention, you are okay with it's prohibited to be heard? I mean this language wouldn't allow us to go forward, even if we were able to and even if the public didn't object and --

Parsons: Yeah. Mayor and Members of the Council, that -- I think that's a valid point. In planning's world we like the word shall, because we want it black and white for all of us. But, again, I almost like the suggestion of may and I think that -- I think the UDC focus group would probably appreciate that, to be honest with you, because they -- that -- that may -- it does -- like you said, maybe it's not a contentious project, maybe there is not -- that we are all on the same page, it's just more of a formality and that we can react quicker to it. So, giving all of us the flexibility to do our jobs I think is a good -- I think it's good to change that and maybe give us that flexibility. That's what we have done in the surety. We have said may. We don't use shall. But if that's the pleasure of the Council I'm more than happy to change that.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: If that's the intent. I didn't think you were going to be agreeable as quick on that issue, because I could see the intent that you wanted to have a firm message that don't be late, don't get your -- your amendments to staff and, then, to the public so they can't be analyzed in detail prior to the hearing. So, I get the intent of the shall. Giving you discretion to say may still might work, but --

Simison: Council, if I could put out something to get your legal mind around something. If you look at the first part of that sentence, though, if revised plans are required. So, are required and may, does that really seem to align typically -- and I mean if provided plans are considered by the director, the applicant may provide those. I mean --

Borton: Mr. Mayor?

Simison: Just trying to get my head around -- when you say are required, I'm wondering why are they -- I'm asking the question kind of more to like why are they required? What is -- what is contemplated the requirements in the first place as -- and, then, we may or may not hold you to a date, whether or not we think it may or may not be contentious or not, so that's what I was really trying to look at.

Borton: So, to be clear, it's the last shall that I'm talking about.

Simison: I know it is, but I'm asking in conjunction with the first are required. You know, that's where I'm kind of going to. Why are we requiring them in the first place? That's the question I don't know. That's --

Borton: Mr. Mayor, I would think as Planning and Zoning said, this looks great, except you want some modifications in the plat and the applicant says sweet and we will do it and we will get it to staff in time for the Council meeting and you want to take a look at it. I mean that scenario happens at times.

Simison: Is that a requirement or is that you kind of want it?

Parsons: Yeah. Mayor -- Mayor, Members of the Council, I think -- I think a good example was even last week where we wanted changes and we didn't get them and the applicant still has a right to come forward with the plan that they want to show. I mean that's the -- that's the reality that we live in sometimes, you know. Is that -- is that the right process? From staff's perspective, no. We want to come and bring you -- we want to make sure our conditions are adhered to and we get revised changes. I mean a lot of times we might say lose lots, because you have too many on a common lot or the Commission -- or we want more consolidated open space or we want you to add an amenity and we want you to see that. We want you to see that what we have asked for and what the Commission's asked for have been -- been satisfied and so we don't try to monkey up that record as we transition between the Commission and the Council.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I think that question that the Mayor brought up is the word required, not to get too deep on it, but if those types of changes aren't technically required they are requested or recommended --

Parsons: That's a good point, too.

Borton: Does that hit on what you are getting at?

Simison: Yeah. I mean if we are requiring -- I'm trying to tie the two concepts together in what is really being done here. If it's that important that we say you have to do it, I think we should tell them when they have to do it by, as compared to saying you have to do it, but when you do it we are up to interpretation on when you really should do it.

Borton: Mr. Mayor, I think -- I think it all stays the same. If you have to do it you shall do it 15 days prior period. Now, if you fail it's the last shall becomes may. Now, if you fail to do so, you may be continued -- you might not.

Simison: I think that works. That gets to the intention.

Borton: Yeah. That's the last shall in the last sentence is -- would become may, but everything else stays. So, the mandatory requirement to do what's requested doesn't change.

Parsons: Yeah. Mayor, Members of the Council, I think that -- again, that goes back to some of the -- and I can give you that context of that discussion with the group is that's some of their reservation of codifying this is because it may not always be required or, you know, it -- so, to them they don't want to slow -- the developer doesn't want to slow down the process. They want their -- their time in front of the Commission and they want their time in front of City Council and as you know time is money. But, again, our -- we are tasked with doing the job right and bringing you good projects and so that's why, again, I added this as a change. If, again, we could add -- you can change shall to may, I'm very comfortable with that. I think it gets -- still keeps to the intent as part of this condition or you also have the ability to strike it all together, because we don't have it codified. Again, it was -- it was kind of my -- my way of trying to appease my team that has to work on this and make the -- make sure they keep track of all the work that comes in the door and gets -- and give them adequate time to do their job is kind of where I'm coming from as their supervisor.

Nary: So, Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, Members of the Council, Council Member Borton, so when they aren't happy with Bill's answer, then, they usually call me and so I think what staff is wanting is what is your desired direction from the staff. I mean this can go all the way to the point of the staff will recommend denial, because they will not make the change that staff feels is important to the code or to the project, to we won't recommend -- we won't recommend approval, but, again, you can move it forward and the common thing we tend to hear is, you know, between Council and Commission could be approximately five weeks. I have to go back to my architect, redraw this plat, that all cost money, when I'm going to come to this Council to argue that I want the original plat. So, now I have to go spend money on something else, because the Commission made a recommendation that you are able to -- to reject. So, I think that's the balance we are looking for is there are certain things, obviously, in code that are required and that clearly we cannot even accept the application if it's not done that way. There are other things that staff and the applicant work together to try to get a good product in front of the Commission and the Council and there usually are one or two occasional sticking points on amenities, location, building location, sizes, directions that there may be some sticking points and they may have from the -- from the applicant's perspective sound, legal, business reasons why they want it the way they want it and they disagree with staff's perspective or the Commission's perspective. So, that's where the question of required I think really is critical to the staff's review. If the -- if -- if the staff says we want a tot lot, instead of climbing rocks, is that required or is that recommended? If the staff says we want a roadway versus a private lane, that may be required in code or maybe our interpretation of code. So, I think that's the direction we are seeking and if I'm speaking out of line, Bill, please correct me, but I think that's sometimes where the rub comes. It's more of the -- the details towards the end of the project. We have worked out a lot of these things and, then, you get to -- I want to have this, not that. I don't want that at all ever. You know, those are the ones that -- again, is that -- and, again, the common -- the common request I get from their attorneys are that

costs me money and we are going to be standing there arguing we don't want this, so why am I going to pay for it. Now, if the Council makes me do it, yeah, we will go draw it, because that's the way it works. But until the Council says we got to do it, I don't want to spend the additional dollars in time, because maybe I can't get it done in now two and a half weeks, so I can get it to city in 15 days or I will get continued or it might get continued. Those are the rubs that I -- that I end up having to deal with, so -- and, then, talk with Bill and say what can we do here to make this work?

Simison: Well, Mr. Nary -- and when I read the -- add a new provision that specifies when revised plans are due to staff review, you know, to me the -- it almost seems not in alignment with the proposed language, because, really, the -- does it matter who it comes from when, other than we just want to have time to look at it under any circumstance? Is that the -- Bill, what we are really trying to get to, is any new plans you want them within a certain time frame, no matter what, no matter why, whether it's because the applicant wants to change it or someone else asked for a change. Is that the crux of the issue? That's what I read it in the third column, as compared to the --

Parsons: Yeah. Mayor, Members of the Council, that -- that's the problem I'm trying to solve here with this code change is -- you are right, it's -- it can be all three. It could be what staff wants, what the Commission wants.

Simison: What the applicant wants.

Parsons: What the applicant wants. Sure. They could say -- you know, they -- oftentimes with my experience I have seen it where they might not have done exactly what the Commission wanted or staff, but they have tried to do something that met the intent and, then, we are like, okay, let's -- let's analyze it. Okay. We can get on board with that. Not exactly what they asked for, but it still works if you get us closer to what we were asking for and we compromise that way, too. So, I see your point here as far as the shalls. But, again, if it doesn't have to be codified, we don't need to include it, we can strike it, but I liked the idea of Mr. Nary's suggestion of give me some direction on what -- how you want us to communicate to the applicant. What's your expectation if staff or the Planning and Zoning Commission recommend changes to the plans, what's -- what is your expectation that they get those to us, so that we can get you the right information, not only for us to do our job, but also for the public. They want to see it, too. And I know you guys hear it all the time. They want to know those plans. They want to see the revised plans. We get it all the time.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I think the word that was used is intent and in my -- in my opinion I believe -- I believe that the intent is always -- you know, there is always good intent for sure and I get sometimes the applicant makes some -- you know, sometimes I would say that -- that, you know, the applicant actually listens to the -- you know, the residents and they make

last minute deals and it may not be their -- maybe vice-versa and maybe the residents don't quite -- you know, didn't have a chance to see the revisions and the next day is the scheduled public hearing and so I totally get it -- I totally get it, but I think it's important that everyone has a fair chance to review the document. I think that that's really important, whether it's -- whether it's us or whether it's the -- the -- you know, the homeowners who have concerns or not or -- and so I don't want -- the word shall maybe -- that's pretty directive and maybe highly recommended. I don't know exactly what word we can use, but I think that it makes sense for the process. I think -- and it -- at the end of the day I get that there is a -- there is -- money is time and I totally understand. I get it. But at the same time I think it's really important that we get it right. That's the most important thing is we get it right and, thankfully, at the city, you know, we -- we have great, you know, development partners who, you know, this doesn't happen a lot, but when it does it seems to be a little bit of an issue. But, again, I don't want to make it sound like there is bad intent. I don't think -- I have never -- it's -- I can't think of a time I have ever thought to myself, ah, tricky. I don't -- I don't think I have ever -- I remember a time that it's ever happened. I think the intent is great, I just think that sometimes we get busy and the process gets a little rushed.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I think if we change the second shall to may, I think it does give a lot more flexibility; right? So, first it was required, which is a strong word. This assumes it was required and, then, if someone wants to move forward, then, they are rolling the dice and they may be continued and that's an outcome that could happen if they don't, you know, provide it in advance and I feel like that gives -- I hope that would give staff a lot of flexibility, but at least, then, it -- there is a clear expectation set and they can communicate clearly. If it's required, then, that, hopefully, would set the right expectation at that point.

Simison: It's -- I believe, if I was rewriting this, I would say revised plan shall be provided X amount of days prior to the scheduled hearing for review. If plans are not received within the established time frame the project may be continued. I mean that's really the crux of what we are trying to get to. The question would be what is the time frame? Fifteen days? Ten days? I think you could not be as strict in the wording to get to what we want to accomplish and I would be fine with ten days, but why -- why 15? Why ten? I don't know. I don't do the work. Will you take that feedback, Bill. May.

Bernt: Mr. Mayor?

Parsons: Mayor, Council, I think I -- I heard you loud and clear. I almost like your language, too, Mayor, so, yes, I can certainly get that changed if that's the direction of the Council. Ready to move on I take it? All right. So, exhibit number three has to do with some changes to our landscape ordinance, which is 11-3, Chapter 11. Or excuse me. Title 11, Chapter 3, Article B. This is not quite a rewrite, but just basically going through the ordinance and cleaning it up and trying to define that we really want to start having

enhanced street buffers along arterial roadways -- more than just arterials, but along our street buffers. Mostly collectors and arterials. So, you will see a lot of ~~strikeout~~, underlined changes. For all of you that haven't gone through this process before, ~~underlying~~ means it's new text. A ~~strikeout~~ is the old text being removed and replaced with new potentially. But what I really wanted to point to your attention was really the -- probably the biggest change that came about to this -- there were some modifications from Planning and Zoning Commission to this body and that has to do with my work and, really, Brian McClure's work with the city arborist to try to nail down some appropriate tree species for our community. All of you probably know Matt Perkins, he's passionate about urban forestry and he will be coming before you on an urban forestry plan moving forward. But that's where a lot of this -- this -- again, this got sent out to a lot of different experts, design professionals to provide commentary on it, more than what my expertise is. All I do is try to enforce it and understand what we want to achieve here. But what we have added here since the Planning and Zoning Commission -- here is all of these tree species and I'm not going to pretend to know -- I know how to pronounce all of them, but you can see there is quite a few here. So, there is only -- these are some preferred species for the city and, then, there is also preferred -- a lot of you may not know that we do have waterwise conserve -- conservation in our landscape buffers, too, and so he has gone in and struck out all of the previous trees and he's given us another new updated list to include as part of this effort. And, again, I have to commend him for getting that to me and getting this added. Quite a few trees here that we can -- can utilize as part of this -- the waterwise concepts. And, then, that kind of coincides with some of this verbiage -- ties back into kind of his revised list and, then, we also have a -- what we call a Treasure Valley tree selection guide. That's found on our website and that has all of the various tree species that do well in this region as well. Kind of explains the characteristics of those trees. And, then, I also want to get down to the other crux of at least the meat of this discussion tonight is really landscape buffers and just trying to enhance how those look along the street buffers. So, Matt -- I -- I have to really commend again, Brian, he did a lot of this and wrote a lot of these standards, I'm just kind of carrying the torch for him this evening. But he went ahead and proposed a lot of changes to clarify that a street buffer along a road is more than trees and lawn, it needs to be enhanced, it needs to have boulders, perma bark, a mixture of shrubs, ornamental grasses, you know, just a variety of plant materials to really look enhanced and attractive and this also coincides with some of the changes that I will be discussing with you in the open space standards. It sends you back to this section of code and that's why we -- we dove in on this and made those changes to coincide with the open space changes and so what Brian has done, he's kind of defined what this -- to look at and how much limited lawn you are supposed to have as part of that buffer, but as part of this effort he also provided us some nice figures. So, essentially, all of this new text that you see here coincides with these figures in the code to show a developer or an applicant how they can achieve an attractive buffer along the street and, again, when we get to the open space standard you will see where buffers count towards that open space. That has not changed and that is current -- it is currently in code that we allow those to count.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Is this the right section to talk about the fee in lieu concept or --

Parsons: I'm going to get there, too. We are transitioning to that one. But I wanted to do -- I think that's a discussion that I do want to have with Council this evening. And, then, again, we are just chatting -- a lot of this is existing code and just, again, improving on verbiage and removing old language. So, again, not a lot to really discuss here as far as code changes with you, just more clean-ups. But here is one where, you know, we are always in front of you asking about land -- land use buffers when we have residential up against commercial -- or commercial up against residential and the applicant has the ability to ask for a waiver. Well, the way that code is currently written it says trees touch at maturity. Well, on this particular change we want the trees to touch at five years. So, that's -- that -- what that means is you are going to have more trees in that buffer for a denser buffer. So, a lot of the landscape plans that you see before you on the screen are showing that maturity -- landscape plan showing at maturity. So, this is something that will be within your purview as we come forward with, you know, if the applicant wants a reduced buffer that's something we will have to take into consideration, whether the buffer is large enough to accommodate additional trees. Is it -- is it wide enough. Is there enough area to plant trees in that area. So, something to take into consideration this evening -- consideration this evening. And, then, going back to Council Woman Strader's discussion leading into the in lieu fee, so I know this body is very aware of -- and this came up at Planning and Zoning Commission, too, is we are starting to see a lot of farm ground getting eaten up and a lot of these farmers have beautiful mature trees on their property and usually when you have a large development over multiple acres it's pretty easy to mitigate existing trees, but when you start getting these in-fill properties, it's getting more and more difficult and the most recent one I can think of is Lupine Cove, which is a five acre development off of McDermott Road, which had over 1,300 -- or almost, excuse me, 1,900 caliper inches to mitigate. A five acre development cannot accommodate that many trees on it with 30 homes on it and so we are trying to work with the Parks Department to come up with other ways to mitigate trees. You guys are always part of the budget process. We always got enhancements to our parks, always changing out trees in downtown. Matt Perkins and myself actually reached out to the city of Boise to try to understand their system. They do the same thing here. So, for the most part our code does align with a lot of the different jurisdictions in the community. What we don't currently have in place is this fee in lieu and, essentially, the way it works in the city of Boise is they basically charge you 200 dollars per caliper inch you are going to mitigate and, then, basically tree bank that and use it to enhance their parks or add trees elsewhere throughout their community. I was hoping to have some of that further vetted for you this evening, but I didn't feel it was important to take this out yet. I think this is -- again, I don't want to spend a lot of discussion on this tonight, because I think it really should be -- this is something that I think parks should probably champion for you more than the planning department, although it's in our code. The city of Boise's fees is in a completely different section of their code than even their zoning ordinance. But I told Matt that I would have somewhat of a -- I would have a discussion with you this evening and just take the temperature of the Council and see if that's something they even want to

entertain moving forward. Is that something that you want planning staff and parks department to work on and bring back something as part of the fee schedule in the future. As you know, our fee schedule is coming up in front of you here soon with the budget. We want to make sure our food -- our fees are in alignment with our services, but, really, these -- these are a lot of the -- the meat of the changes tonight is really the street buffers for this -- this particular exhibit it's the street buffer changes and, then, how we mitigate trees elsewhere in the city. So, with that I will just conclude my remarks and stand for any questions on this particular exhibit.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: So, with the fee -- it's an interesting idea. I guess one of the things I was thinking about -- it seems like it's worth exploring. I guess part of the challenge is it may not be as simple as just replacing something; right? So, I have been getting for some reason a lot of calls lately about trees and -- all the tree folks are talking together and giving me calls. But there have been, you know, some cases where there is a special species of bird in a certain tree, there are also just really old trees that provide a lot of shade, a lot of carbon sequestration -- I mean there is a lot of different benefits that come from trees. So, I guess I was curious about this concept as kind of like our method of alternative compliance. Like if there was a level of discretion where staff could say, okay, maybe the arborist or parks says it's really not practical in this case to preserve certain trees, then, they could approve it as a method of alternative compliance. That made more sense to me than -- the way it was written here it made it seem like automatically someone could just pay and there could be additional reasons or considerations with certain trees. I guess I didn't see a level of discretion here, so I guess I would ask you to sort of react to that concern.

Parsons: Mayor, Members of the Council, I think that that's a lot of the discussions we had. You hit it spot on. We have in the past used the arborist's discretion to allow trees elsewhere, but in the past we have had a lot of parks coming online, like Kleiner, which could use a lot of trees. We have had Reta Huskey Park. We have had Keith Bird Park. I mean a lot of these -- Heroes Park got expanded and added trees. So, we have had the opportunity -- opportunity to do that and, you're right, that is the mechanism that we could use right now is alternative compliance to do that and that's where I want to -- that's where I'm at tonight, where I'm not comfortable with saying we should be charging a fee for this until we fully -- fully understand what that is and continue to use that alternative compliance method where maybe the applicant can work with the -- that's why I think it's important that the Parks Department bring forward that plan to you and share what their vision -- vision they have for their urban -- urban forestry guide or whatever, I forget what Matt used for the terminology. They are just sharing their vision for the department and what they plan on doing in the future and kind of marrying up this process with what they plan on doing in the future and settings some of these trees elsewhere in the city. I think there is a lot -- a lot of value to do that, to be honest with you. So, again, if the Council would like to explore this more -- we certainly don't have to approve something like this

this evening, we can -- we can strike it or we can keep it in as a placeholder until we do define something and just know that we are not going to enforce it until we actually have something in place to do so.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, Members of the Council, I -- you know, the -- the only other place I can think of that has a fee in lieu is the downtown parking and, of course, that's tied directly to a parking facility being built, so that was the intent of that and that's pretty common. So, I -- I know Mr. Baird from my department was the parks attorney in Boise a while back and I don't know if he had a part of that, but there is no harm in putting it into place, because until we actually establish a fee we can't collect it. So, I think there is some research that needs to be done on how these are establishing and what do you base them on and -- and is the Council comfortable with -- with saying, well, instead of you having to put -- replace a tree on your property, you are going to replace a tree somewhere else or where ever we decide that to be and so I think we are -- I will need to do a little bit more research into that, but, again, I don't have a concern if you want to put it in, so it's aware that that's out there, because until we pass a fee we are not going to do it anyway.

Simison: Just two cents to throw into this, is kind of like impact fees that you pay for parks are part of your tree replacement program on any property you do. I understand trees may be viewed a little differently, but what about a farmland mitigation in lieu of fee? Where are you going to replace the farmland that you are doing. You can take this to whatever level you want from that standpoint. So, personally, I don't know I'm a fan of this and I would not put something in our code unless we are going to do a fee, because I think it -- I don't know what message it sends just by leaving it out there. So, I would at least ask for greater consideration before we just add it without a plan or purpose or a thought. And while we are on this section, since we added a bunch of trees, I saw one -- can we take out the Ohio Buckeye tree from our list? Just throwing it out there. I don't know if we really need that one. Sorry, Chris.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Think it would be okay with leaving it in just for further discussion, but there is a lot here that we need to discuss. Maybe some -- some of our development partners have some thoughts about this and some residents I know, some -- some folks that were on the open space committee that are here as well, maybe they have some thoughts on it as well. Be more than happy to listen to what they have to say.

Parsons: Mayor and Council, I will go ahead and proceed and that way we will -- maybe we will circle back at the end of the discussion, if you wouldn't mind. Any other questions on this section? All right. Now, we are going into some of the rewrite of our open space.

Yeah. There is a lot of meat here, if you want to use that -- coin that phrase there, but I think this commission -- this body, the Council, realize -- understands that in the last five years we have been trying to do something with open space standards. I have brought numerous proposals to you. We have made some minor tweaks, but this time, after the adoption of the -- the plan we -- we heard from the residents and we heard from you that we need to look at our open space standards. I wanted to let the -- the Council know that Council Woman Strader reached out to me with an e-mail today, asked me to kind of vet these -- some of these open space standards and asked me if I would look and share with you some of the developments that are out there that would meet these standards and, then, look at other jurisdictions throughout the valley to give you that insight as to what they are requiring for open space. So, what I'm going to do is probably just go through a lot of these changes with you and, then, share that -- that feedback and that information with you. I won't probably share a lot the developments in the community with you. I think we have experts here that do this for a living that can probably testify on -- from the public comment that I received in particular to this change, they have some discussions with you tonight on this topic, this particular exhibit, so I will let them go ahead and give their perspective of whether or not the proposed changes are achievable or meet the vision of the plan. But what I can tell you is there is -- there is a lot of time and effort that went into this and hopefully you guys -- again, I concur with some of the proposed changes tonight. So, really, we wanted to align our open space and site amenities with our Comprehensive Plan, which we have done here, trying to align that a little bit more based on the vision from the feedback that we heard and what we are trying to do here is really just increase the quality and the quantity of available space and the amenities. We want to give the developer flexible, but we want to make sure that we give them enough tools to do that and, hopefully, some of the testimony here tonight you will see that. We have done that or at least got to that goal. A lot of -- the other particulars -- difference between this change and the next exhibit, what we have tried to do here is I have actually -- we have actually split out the multi-family standards from this section of code and better defined it in their own section of code. So, we have tried to bi -- bifurcate those two standards, so it's clear. This is really for residential and, then, the specific use standards for multi-family had their own open space requirements. So, you can -- you know, the current code is to ten percent. A few years ago we did come forward with a proposed code change that when you had 16,000 square foot lots in your development you only had to provide five percent, that is staying on the books. Probably the biggest change tonight is really this table that's before you and how we are going to require open space based on the zone that you request for development. Now there have been some slight tweaks to this from Planning and Zoning Commission to you this evening. I realized after the Planning and Zoning Commission that we did not have any TN&R or TN&C zoning addressed in this matrix, so that was added to the 15 percent criteria. So, here in the R-2 zone we are going to require that if we have an R-2 development, ten percent and, then, as you increase in the zone in the density, the idea is you get more open space as you increase the density. That's really the premise of -- of the change here tonight. All of us had difference of opinion on the committee as to what that number should be, but, again, these are the changes that are before you tonight and I know some of the applicants in attendance tonight -- or not the applicants, but some of the public testimony today will be asking you to probably modify some of these open space numbers here.

One thing that was brought up is what if you have multiple zones in a development and that -- you can have that. We often see R-4 and R-8 developments and so, basically, we are going to take that aggregate and, then, divided by the number and get a baseline, just like an average between the two and come up with a number. Here is how we kind of justified some of the open space standards and how the applicant should demonstrate -- a lot of this verbiage that you see in section two here is really incumbent upon that applicant to tell us that in their narrative. I'm going to tell you some of these -- these standards are subjective. They are left up to interpretation, not only between us, staff and the applicant -- and we spent quite a bit of time discussing that as part of that open space committee and we felt that -- we were all in consensus that the applicants can do a better job of telling us how this open space is supposed to be utilized and how they -- what demographic they are trying to serve. I think -- from my standpoint I think that helps us as staff to clearly communicate what the development is trying to achieve, not only share that with the P&Z Commission, the Council, but also the public, so they know how we derive to our recommendation to both of you, both the Commission and the City Council. The one -- the one item -- the one thing that I do appreciate about the changes tonight is defining how -- you know, some of these proposed changes are better served by showing you it in a graphic than showing you in text and I know some of the representatives here tonight want to talk about some of these changes with you, particularly this one in front of you where we have 50 percent -- 50 percent of the homes fronting on the open space. That was quite a bit of a topic of discussion not only at P&Z, but also during the committee meetings. A lot of the development community felt like that was -- the 50 percent was a little high and so we did receive public testimony and there will be a presentation tonight where the development community is actually asking you to lower that to 30 percent. In some cases go down to 20 percent if there is an intersecting pathway and it's -- it's important to note that some of these photos that are in this -- this text amendment or these texts -- or at least in this part of the exhibit, they are actually from actual developments in Meridian. This one here is in Hill Century Farm, if I'm not mistaken, the one on the left, and the other one is part of Paramount Director where all the homes are fronting on open space. So, again, just defining what you can count as -- as open space and, again, more graphics to go -- kind of coincide with what that verbiage means, which I think is good. Everyone -- a picture says a thousand words; right? Here is where we come back to the buffer width and how some of that would be enhanced going back to what we have talked about in the previous exhibit and how you would make -- you know, if you do those certain things you get to count one hundred percent of it.

Simison: Bill, if we can go back to that -- or just -- why does it matter front -- fronting or backing on the house? Can you explain the rationale, why there is a -- why is that a differentiator?

Parsons: Well, if you look at -- if we can go up, there is a couple different reasons for it. One is we want to make sure -- it really comes down to having your eyes on open space and that can be handled in many different ways. You could have the fronts of the units on the open space, you can have open fencing on the back of the open space. What we want to do is not wall it off and you got to have it open from the street. I think that's really the -- what the goal is, but for whatever reason I think the idea is just to have people's

eyes on it, create that sense of neighborhood community when you have people orienting the front doors on open space, it just seems to be more inviting. But there is -- there is multiple reasons why we do it, but for whatever reason this particular 50 percent, the consultant that we worked with proposed that number, found some examples. I can tell you we spent quite a bit of time discussing it. A few of the committee members actually wanted to remove it, because they weren't quite sure what that meant. But, again, I -- I have seen some of the language has been proposed by the applicants -- or not -- excuse me -- not the applicants, but some of the committee members as part of the public record and I tend to agree with them. I like the idea of -- maybe 50 percent isn't the right number, maybe 25 percent is, as long as you have an intersecting pathway. I don't know if that answered your question, Mayor, but the intent is really to keep eyes open on it and just make it more inviting.

Simison: Yeah.

Parsons: Make it to the street.

Simison: I see it on one hand, but I'm like -- if it was my house -- we spend all of our time in our backyard. We never spend time in our front yard, so our eyes would never ever be on that space. Now, maybe it would be different if it was in front. I don't know. But that's kind of what -- what is the defining factor, other than a design choice, because that's what it really seems to be is a design choice, as compared to be a practical standpoint. That's -- you know, we -- you know. Anyways. Okay. Just wanted to see what the rationale was and I'm hearing just because someone recommended a number to us.

Parsons: And my record -- yeah. In my experience with it is typically it is alley load; right? You would have an alley -- you don't really have a front yard, so you -- you have compact housing, so you want this grand open space for people to front on and use it, because they don't have a lot of yard when you have alley loaded homes. Okay. Thank you.

Parsons: But I will let -- again, I will let some of the public testimony share their ideas and what they want changed there as part of those. And if I remember -- I recall a few years ago actually came forward with a fencing standard change to where we would -- in certain cases we wouldn't even allow fencing or require fencing if that was the case. It would be homes clustered around open space and just made it feel like it was part of a -- more of a cluster development and open space, rather than individual yards, but, again, like you said, Mayor, that's -- that's personal preference. Again a lot of these are just more taking certain sections out of the code and just clarifying them and others, so not -- not a lot of changes here. Here is one that -- particularly waterways that are part of an open space. I think you guys have seen this on a number of occasions where it can't count more than 25 percent, you got to have it in conjunction with an amenity so that it counts. Again, you can see an example of that. And, then, really another modification or at least a big change to this section of code is the site amenities. I think it's pretty amazing how -- how much we have expanded that list and now we are kind of -- we are -- we are actually proposing before you this evening to do that as part of a point system. So, now the developer -- or anyone wanting to develop their land can either come in with one grand

amenity or multiple amenities, it just depends on what they want to present to you as part of their -- their development. It's almost like a menu. You get to pick and choose what you want as part of your development. Again, this was something that was -- was highly talked about and rightfully so. It's -- when you look at this list of amenities here you can see here each one of them have a point value, but who is to say one is more valuable than the other. One could be an important point to somebody else. Somebody may love having a clubhouse and somebody may find a multi-use pathway more beneficial to the community. Again, this -- this point system was something we discussed at length and I don't know if it's the right number or not, but, again, this is where we have landed based on some of the feedback that we got. But you can see we have extensively extended this list and I have actually took some of these amenities and applied them to the multi-family standards as well to give some greater flexibility to those as well. But I wanted to pause there and -- and, then, again, I will kind of -- this section of quality of life amenity standards, this is basically looking at all of those and, then, further defining how those are supposed to be developed on the property. The standards, if you will, that coincide with those particular amenities. We wanted to make sure whatever we were -- if we were going to give you a point for it, we wanted to make sure that there were specifics on how they were supposed to be developed on the property and we don't currently have that in code. So, it's nice to add that and define that a little bit better in the code. But with that that really concludes the proposed changes here and I will stand for any questions. Oh. Actually, I wanted to touch bases back with what I said in my opening remarks about other municipalities and what they are doing. So, if you recall -- I will go back up to that exhibit here. Now, in Meridian this is what we are doing. This is pretty common. I have seen this in other codes in the valley. So, Boise, if you do a standard subdivision, there is no open space requirements. If you do a PUD you are providing ten percent. Eagle, 18 percent and 15 percent of that has to be active open space. And Kuna no standard open space for standard subdivisions. PUDs ten percent. And, then, lastly, I had a chance to look at Nampa, nothing for a standard sub. It talks about open space, but it doesn't have a number. But in Nampa if you do a PUD minimum 15 percent.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Thanks, Mr. Mayor. Bill, just to reiterate, can you share with us again -- I heard 18 percent for Eagle, with 15 percent active?

Parsons: Yeah. Shall be active.

Cavener: Mr. Mayor. What is -- sorry, Mr. Mayor.

Simison: Councilman Cavener.

Cavener: What's active open space?

Parsons: Mayor, Members of the Council, I -- that's their definition. I don't enforce their code, but I'm sure there is probably a definition in their code that defines what that is. Again, we have other experts in the -- in the audience that do business in other municipalities and maybe they can give you insight what that means.

Simison: Must include running water.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: This kind of fits not only the single family, but the multi-family, I guess. I wanted to understand the rationale and kind of what the work was that came out of the open space committee. So, it looks like with the zoning, as you go up in zoning, which makes sense. It's more likely you are going to have density. You are going to go up, you know, from ten percent. These folks have yards. Bigger yards now you are -- you are requiring more open space. What was the rationale behind setting the cap on the multi-family at 15 percent in light of the R-15 at 15 percent?

Parsons: Yeah. Mayor, Members of the Council, Council Woman Strader, I -- I can hold off on that question until we get to that section and share that with you if you want to dive into that, but I think the crux of it is is when we -- we sat down with the open space committee and we were toying with changing -- taking the two standards and we wanted consistency and that's really what it comes down to. What I did is -- when we met with -- we had a sideline -- we had some meetings after the UDC focus group with a handful of committee members that volunteered to meet with us to talk about open space for multi-family and they were concerned that the multi-family developments were requiring more open space than this section of code and so when we met with them, they had spreadsheets and we talked about what the intent behind -- again, going back to that -- the intent of the code was and we were realizing that although we were saying 15 percent open space in residential, in multi-family we were requiring ten percent, plus we were requiring more common open space based on the square footage of the unit and in most cases it was going -- it was in excess of 15 percent and so what we agreed to as committee members, what we agreed to saying that you could have more than 15 percent, but the intent would be the minimum is 15 percent if you hit all of that other criteria and I will expand on that, because that was something that was discussed at the Planning and Zoning Commission and they didn't quite like my verbiage, so I went and tweaked that for tonight's discussion to clarify that point a little bit more for you. That's why I said if we can hold off until we get to that exhibit five, provide that clarification for you. And, then, as far as your question about developments that are meeting these standards currently, one that I can think of is TM Apartments, TM Creek Apartments over there off of Ten Mile and Franklin. I did -- we did that phase two project and I believe they had in excess of 22 percent open space, if I crunched the number. Under the code that I'm proposing this evening it would be max -- minimum 15 percent or they may exceed that if they chose to. In this case I would imagine they are going to choose to do that, because they are -- they are able to.

Strader: Mr. Mayor?

Simison: Yes, Council Woman Strader.

Strader: Thank you. That's really helpful and I know we are -- we are having conversations kind of open and we will see where it goes. I guess part of what I was trying to ask with my request related comparable analysis with other cities is to sort of understand what other communities are doing and I think it's great to know what the other communities here in the Treasure Valley are doing. I also think it might be interesting to pick one or two, you know, kind of who do we want to be when we grow up examples and -- that might be hard to find agreement on, but maybe to just get some examples nationally as well of what's worked for people. Like I would be curious, like Boulder or a place like that, kind of what their standards are. But, yeah, I went back and looked through a couple of examples myself and I have seen a lot of really fantastic developments that have well exceeded the 15 percent and so just wanted a flavor for why we -- how we pegged that 15 percent as kind of our high watermark. Have a little bit of a flavor for that now. I'm sure we will hear some public testimony and, then, just wanted to understand following the UDC focus group and in the UDC focus group what was the engagement with -- not just the development community, but the community as a whole, whether it's, you know, groups of interested neighbors or folks that commented on the Comprehensive Plan, what kind of opportunities have there been for public input.

Parsons: Yeah. Mayor, Members of the Council, I can't speak to that. I didn't really spearhead the open space committee section, but I know they were invited -- I don't -- I know Sally was part of that committee and hopefully she shared that with -- with everyone out there, so they were getting an understanding of where we were going from the standpoint of open space and site amenities, because, again, we did hear -- we did hear everyone loud and clear, but did we do a formal rollout and have town hall meetings to discuss all of that? No. But what we did do is we did send out an open space survey and we took those results and kind of landed on that and build from there and that's how we got to where we are tonight.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Is it -- it doesn't have to be right this moment, but I think it would be great if we could take the results from the survey and kind of ground back how we think that's meeting what we have heard at some point. It doesn't have to necessarily be this exact meeting or this moment, but I do think it would be really important to try to connect back, okay, this is what we heard, this is how we think we are meeting what we heard and sort of show that direct connection between the feedback from the community and how we are trying to meet that concern.

Simison: Bill, just a question. The R-8, R-15 are both at 15 percent. I'm sure this came up as why not 15, 12, ten and eight, for example, instead of both the 15?

Parsons: Mayor and Council, I wish I had an answer for you, Mayor, on how. I -- I didn't -- I wasn't able to attend all of the open space committee meetings, so I'm not sure that that was one that I wasn't able to attend. Maybe Councilman Bernt can give you some context on that. I know at one point when we started out we were actually five, eight, 12, 15 and next you know I showed up at the meeting and it was changed. So, I think there was just more consensus that we should still stay with ten percent and, then, work our way up from there and that's where the group landed on it, to be honest with you. Anymore on this topic? Any questions? All right. Perfect. And I will transition to the last exhibit of the evening and, then, we will open it up for public testimony here. So as I mentioned to you previously, this has been separated out now. Before what was happening -- if we had a multi-family development in the commercial districts, we weren't applying UDC 11-3G-3 standards to multi-family, because it wasn't in an R zone, but if we had a multi-family development in an R zone, we were double dipping, we were actually making the applicant comply with 3G standards and complying with the common open space standards in 11-4-3-27. So, we realized we needed to get that clarified. So, what we did is -- as I mentioned to you, we have basically bifurcated these two and -- and made it clear in the common open space that multi-family is subject to its own open space regulations. So, again, tying back -- again, for consistency, we have tried to tie in the purpose statement back to the Comprehensive Plan, which is, again, identical language to what we had in exhibit four and, then, remembering everything and, then, really, the -- the gist of the changes for you tonight is how we get to that open space and what we are going to require. So, currently, what we are doing anything -- over five acres we are going to require a baseline at ten percent open space. Again, they are going to have to demonstrate how they are meeting these standards through -- through their design and through their narrative and, then, also this is what I was alluding to earlier where I said anything over 20 -- anything over 20 units will have to now provide a 50 by 100 area -- minimum area for a consolidated open space as part of the development and, then, as the development size increases we are going to leave it up to staff and/or the Planning and Zoning Commission to determine if a 50 by 100 area is large enough for a multi-family development with 300 units or should that central open space be increased, be commensurate to the size of the development and I think that's pretty consistent with other language that we have in the code. That leaves it up to our discretion and also the Planning and Zoning Commission's discretion to determine whether or not there is adequate open space and, then, of course, if they can't meet the standards, then, it would be eligible for alternative compliance. You could get a project downtown where it's in-fill and may not be able to get all that open space and we want to certainly make that flexible for in-fill projects moving forward. And, then, in addition to the baseline -- this isn't anything new to code, this is typically what we have in code just in a different -- presented a different way in a different section, but, essentially, you have to provide a certain amount of common open space per the square footage of the residential unit. These numbers have not changed and so -- and, then, here is the certain dimensional standards from which they comply. So, when you take all of this together there is the very real possibility that you are going to exceed 15 percent open space and so based on the discussions that I had with Planning and Zoning Commission I went back to the drawing board and -- and wordsmithed it. So, basically, what I'm saying is if the development committee meets all of those requirements -- complies with all the requirements of the subsection, the

minimum qualified open space for the overall development shall equal 15 percent or may exceed. So, essentially, the minimum is going to be 15 percent, but the applicant will have the ability to have more if they chose -- if they choose to. And I would let you know that I -- so, what I did this afternoon -- I looked at this standard and I took a five acre development with 50 units proposed on it and it came out about 15 percent open space. Now, I took another development that was a hundred units -- 112 units on five acres and it was over 18 percent open space. So, the reality is you are going to get more open space, but there is a chance that someone can say I only have to provide 15 percent. So that -- that's a real possibility and that's -- and that's some of the discussion that we had as part of the group. So, hopefully, that verbiage makes sense to all of you. I try to leave it flexible. But, again, the intent here is that you still have to do all these things, but the minimum is going to be -- you are going to be capped -- the overall development, if it exceeds all of those criterias, would be 15 percent and, then, here is some of the open space standards that I changed. I have been seeing a lot of dog parts as part of developments, not only residential, but multi-family, so I thought that was a good add. I like the idea of that commercial outdoor kitchen where people can barbecue and create that sense of community. I thought this was a great quality of life amenity. And, then, a lot of our multi-family developments are starting to get multi-use pathways, so why not -- along our creek corridors, so why not allow fitness courses as well. So, I thought that was a good amenity add. Here I also thought a picnic area -- again anytime we can get people congregating on open spacing and building that sense of community and getting to know their neighbors I think it's important to a development. So, I thought that was a good add as well. And, then, one thing that you saw as part of the common open space standards were this concept of multi-modal amenities and certainly as we develop these multi-family developments along our transportation corridors, we have to be ready -- I mean our transportation network requires multi-use pathways, it requires bikepaths -- or bike lanes as part of the road improvements, so why not add those as amenities if -- if the developer is willing to add bike stations, park and ride lots, transit stops -- I have seen that quite in few of our multi-family developments and even Boise has just recently changed their code to allow charging stations for electric vehicles. So, I thought that was also a good idea to kind of mimic what we are doing in the valley and kind of be proactive here. So, I still think there is some value add for having these multi-modal amenities as part of multi-family developments. With that everything else is pretty much status quo in code and I'm happy to stand for any questions on this exhibit five as well.

Simison: Council, any questions on this section? Bill, just on -- how many amenities -- can you explain the expectations in the amenities on the numbers? You know, just two cents on the charging stations. To me I think -- I look at charging stations as a -- and I guess it's all a business decision at some point in time. Do you want to reward people for doing a smart business thing? Does that really meet the intent of the character and quality of the development that we want to see? Just curious. So how -- yeah.

Parsons: Yeah. Mayor and Council, this is not a point system. So, essentially, amenities are based on the number of units and the higher you go the more you provide. Keep it simple. That way we have not proposed any changes like that. So, for example, if anything's over a hundred units you are going to -- it's going to be whatever Planning and

Zoning Commission wants to see in it. So, if they have more -- if they have -- typically we see five or six amenities with our larger developments and we -- we usually tell the Commission that seems to be sufficient for a development of that size, but they are more welcome to add more if they choose to.

Simison: Council, any further questions? All right. Thank you very much. Well, this is a public hearing. Mr. Clerk, do we have anybody signed up in advance?

Johnson: Mr. Mayor, we have a few. First was Jonathan Wardle.

Simison: Okay. Mr. Wardle, if you would like to come forward and you will be recognized for three minutes.

Wardle: Good evening, Mayor and Council. For the record my name is Jon Wardle. My address is 2929 West Navigator, Meridian, Idaho. 83642. And I do work for Brighton. We have been involved in this process -- in fact, I was going back to look through my notebook today. The first open space committee group we had was May 18th, 2020, and there were at least seven work sessions that were held as a group, as well as some other discussions. Do I have control of this, Bill? Okay. I did provide a letter to you today. I apologize it was late in coming. I was out of town when the Planning and Zoning Commission met earlier in May, but I wanted to generally say I -- we are in support of the changes here. This was noted in the -- in the Comprehensive Plan process of making updates to this and I think it was -- it was time well spent, needed for some changes to make sure that we are elevating amenities in our community on a go forward basis. As I noted my letter here, staff took a lot of time on this and I know that there were some other extenuating circumstances and all of that, but I want to commend staff for the time it has taken to pull together the things that the community has asked for into a document that can be discussed tonight and perhaps continued onward into the future as we look at positive things in the community. The item that I wanted to discuss specifically -- and it was noted earlier was the requirement for 50 percent of the open space be front-on housing and there is also another section that actually says a hundred percent and I thought the best way to do that was simply to go back and look at a community that's already established and the community I looked at was Paramount. I made a table here in the slides showing the different areas that I evaluated and this was pretty much all of the common areas in Paramount from the clubhouse all the way down to some small -- small common areas you will note that they all would qualify for the 50 by 100 requirement for a grassy area, but, actually, none of them would qualify or meet that requirement for 50 percent open -- 50 percent front-on and -- and even worse is that none of them would meet the hundred percent. The best way to show you that was to kind of go through some aerial photos, which I -- which are in your documents as well. This highlights the areas that were in Paramount that I looked at and, then, I broke it down by section. This first one, the clubhouse, I said does not qualify and, then, I put a maybe. It actually could qualify under the linear open space, because it does open down below, but if you take away that linear connection it would not qualify, even though it is -- let's see here. It's over three acres in size. The next one that would not qualify as Crosby Park. It's actually 3.32 acres. The perimeter is 1,800 feet. There is 753 feet of front on, so there is homes

that are looking onto this across a road and all the homes around this one -- and, in fact, in all these common areas in Paramount have an open metal fence behind. So, there is complete visibility into these parks, but it wouldn't meet that criteria and you can look through all of these, which are in the memo I sent to you today, but not a single one of these parks would qualify under this condition and it -- I don't think it was intended to be that way. I think it was -- was something that was proposed by the consultants and until I started digging into it I realized, boy, if we look at Paramount, we couldn't meet any of those requirements for front-on housing. Should front-on housing be required? Absolutely. I think there is a place for it -- for visibility, not just a narrow neck, but expanded area on that as well. And my I guess request to you in my e-mail was that it be 30 percent front on. The city already has a code where the fencing that -- on all common area must be open if it can't be visible from -- from the street and so anywhere we would have these large triangle areas, it's open metal fencing anyways, these backyards are looking into them. It's highly desirable. It could be reduced I think maybe down to 25 percent if you provided another point of access. I think there is some areas in Paramount where we maybe missed that. Crosby Park is a good example. Large triangle, but the only way you can get to it is you have to walk all the way around, unless you can sneak through your neighbor's house and I can tell you where that is, but you have to walk all the way around to get to it if you were on the other street and I'm on Fox Run, so I have got to walk around to get to it. It would be nice to have some additional pathway access points and maybe that's a way to maybe reduce that front-on housing. In general --

Simison: Jon, if I could get you to conclude.

Wardle: Yeah. I'm going to conclude right now. In general, like I said, these conditions -- the changes are very good. We just think there needs to be modification to this front-on requirement and request that it be at 30 percent. I would stand for any questions that you might have.

Simison: Thank you. Council, any questions?

Wardle: Okay.

Simison: Well, I'm going to ask a general question just out of curiosity, just because we haven't seen them. How would you go about effectively putting everything on front-on typically? What's that -- what -- what does that -- what would that look like in a community where you did have that? I have just been trying to like picture it in a realistic environment.

Wardle: So, I have three examples. The one we did most recently was in Paramount at Cadence at Paramount. We have a couple of areas where there is common space in between these small lots, which are all alley loaded that are fronting onto a common area. It does work really well in that scenario where you have an alley and that front yard is that common area. We have two other communities, however, where I don't know that circling it with just a road made the most sense. One of them was Heritage Commons. You come into Heritage Commons, very large park. It's underutilized, because it is surrounded completely by four roads. But it is -- has complete houses looking on top onto that green.

But except for the occasional Memorial Day or July 4th, it's not used as much as you think it would be. The third one is in Bainbridge. Bainbridge we changed it up a little bit. We actually put a pool there and a playground area. It is completely surrounded by roads. The homes all look onto that one. That one's better, because we had more amenities in there, but, again, you do feel a little odd going into the middle of this playground area in the middle of roads. There is one case in Lochsa Falls they have a large roundabout. They actually have a couple of frisbee golf stands in there. It's not used. It's beautiful. But it's not used. And so I think is there a time and place for it? Yes. But, generally, these larger spaces that are isolated by roads are underutilized for what we do. That's just my opinion. But those are three examples in Meridian right now with how I think we -- and those are all projects, with the exception of Lochsa Falls, that we did.

Simison: So, it's not more complex than it sounds, it was either you had to put a road between the homes and the park or you got to alley load to get the front door right there on the green space --

Clark: Yes.

Simison: -- to accomplish it. Okay. Thank you.

Clark: Thank you.

Simison: Council, any other questions? Okay. Thank you.

Strader: Mr. Mayor, question for staff maybe.

Simison: Council Woman Strader.

Strader: Thanks. Was there a desire for the front yard concept or the frontage concept with the open space, was that -- was that in part trying to address it being centralized? Do you think that was a part of the reason for that requirement? Was it visibility? What do you think was driving that specifically?

Parsons: Mayor, Members of the Council, that's a good question. I -- I don't know where that came from, to be honest with you. I don't know if the committee members were present more than I were a lot of times, so -- I tried to chime in and help out where I could give insight, but, yeah, I'm not sure. I'm not aware of any discussions around that particular code change.

Strader: Thank you.

Simison: Thank you. And, Bill, just kind of sticking on this real quick for one second. I'm just trying to find -- I keep going back to Renaissance Park, which, you know, everything is -- we have half backloaded, but it's on an arterial. We don't allow front loading on arterials, so, in essence, open space in this scenario, if it's on an arterial, we are really not going to allow it to a certain extent, because you can't do it unless we go change that

portion of our code to turn our houses for a collector. Is that a collector that -- this is a collector, not an arterial. This is a collector road. It doesn't allow fronting, so --

Parsons: Council, that is correct. We do not allow -- well, we allow front-on housing on the collector, you just -- you can't have your driveway there. But, yeah, I think that's one of the presentations you will see tonight from Hethe and his crew. Same thing is every city park is that way. You have backyards backing up to city parks.

Simison: Okay. All right. Didn't mean to get ahead of our testimony. Mr. Clerk.

Johnson: Next is Laren Bailey.

Bailey: Okay. Again, my name is Laren Bailey. Work address 4824 West Fairview Avenue in Boise, Idaho. Tonight I'm here representing DevCo, Conger Management Group, and BlackRock Homes. I'm going to start the presentation and, then, Hethe is going to kind of finish it. One of the -- I don't want to waste time with this, but we had kind of assumed maybe each portion of the code that was getting updated, you know, with the four or five sections -- maybe we would have time to speak on each one, so three minutes is going to be real quick here, so I hope you will ask me some questions so I can follow up. So, first, I want to talk about the impacts of open space and how that increasing the open space is going to affect the community. More open space increases the cost to each lot to develop. The cost will be passed on to the buyer. Increased HOA fees and maintenance costs, landscape maintenance is the single most expensive line item on HOA's budget. So, obviously, increasing open space is going to increase those homeowner dues. Decreasing property tax revenue and impact fees, increasing open space from ten to 15 percent will result in approximately a seven million dollar reduction in taxes per year. Increasing open space from ten to 15 percent, again, we will -- over the -- the lifetime of the remaining developer property in Meridian will be a 25 million reduction in impact fees. Other groups are affected by that that aren't just the city, include ACHD, schools, and other county services. So, we are proposing really a minor change here in the R-8 and R-15. We would like to see 13 percent, rather than the 15 percent. Thirteen percent is still going to be a 30 percent increase in the amount of open space in neighborhoods. So, that's -- that's a 30 percent increase in those HOA dues and 30 percent increase to costs. Real quick just wanted to touch on that front -- front-on housing. I wanted to just show you a few of the prominent parks in Meridian that would not meet the standard today. As Jon said, you have got Paramount, you have got Settlers Bridge, Champion Park is all ringed with backyards. Woodbridge. Bear Creek and, obviously, Havasu as well. I just wanted to run through few of those. Our solution -- you know, Jon threw out 25, 30, you know, I think in that range is a reasonable number. It would provide for the good visibility that the city desires, but still would allow for a creative design and it's consistent with many of the amazing neighborhoods that are already in Meridian. Another item -- this is -- this is one sentence. We like the open space quality standards, but there is one sentence in there that we think is difficult and it's open and grassy areas that are crooked or jagged in shape, disconnected or isolated, do not meet the standard --

Simison: I had flexibility. He got another minute, minute and a half.

Bailey: Thank you. Appreciate that. We feel the statement it's too arbitrary and it leads to a lot of disagreements between staff and -- staff and applicants. We think the sentence -- if it could just be deleted it would solve a lot of problems. We don't disagree that, you know, sometimes open spaces need to be -- you know, they need to be a priority, we agree with that, but we think, you know, if there is a question it should be left up to Council to decide if it's -- if it's adequate or not. Parkway driveway width. It was determined that the driveway should be always counted as 26 feet wide. We think there should be an option for a two car garage that should be 20 feet wide, instead of always only allowing 26 feet to be deducted. And, then, lastly, we have got open water areas, we have got stormwater detention facilities. Currently the proposal is that only 25 percent of that would be able to count towards open space. We feel like ACHD's requirements for drainage is that they have to drain within 24 hours and if it's a nice green space, such as Vienna Woods, should be able to count -- at least -- we were proposing 75 percent of that should be able to count towards open space.

Bernt: Mr. Mayor?

Bailey: Oh. Excuse me.

Bernt: Laren -- so I'm familiar with Vienna Woods. So, we are talking about that big open space in the middle of Vienna Woods is actually a storm drain?

Bailey: Mr. Mayor, Councilman Bernt, yes, that is the case. That is a recessed detention facility.

Bernt: Interesting. I didn't notice. You are right. It's good.

Bailey: Yeah. I used to live over there.

Bernt: Yeah.

Bailey: You never know -- you would never know.

Bernt: Right. No. Mr. Mayor, follow up.

Simison: Councilman Bernt.

Bernt: But wouldn't you agree that that's not the norm, Laren?

Bailey: Well, I don't -- I'm not going to say the norm, but I think that good design is good design and poor design is poor design and so I think that things can be designed well and taken care of, but to just say across the board we are only going to count 25 percent throws out the opportunity for good design.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: So, what's your solution, Laren?

Bailey: Well, I think, again, like anything, it needs to -- I mean it needs to have Council's discretion. Is it a good project or not. Is it a good option or not. But I think 75 percent is more fair, especially when you can do something as nice as Vienna Woods. Only counting 25 percent I think is, you know, pretty low -- pretty low number.

Bernt: So, what -- Mr. Mayor?

Simison: Councilman Bernt.

Bernt: With my experience when I was -- even when I was on P&Z, I remember this was even a hot topic back then and -- and I would -- I would have to say -- and I think that -- you know, I never knew this, but I think even Woodbridge where I live there is this the -- the open space that's behind the pool is actually -- and there is never any water on that -- on that field ever. I have never seen it. There is other spots that have it, but I think that there are some instances where -- you nailed it on the head, Laren. Good design is good design. Truly I -- you and I are in one hundred percent agreement with that. But the problem is is I would say most storm -- storm -- you know, water detention facilities aren't that great of design and when there is not water in them they look terrible and so -- and that's the issue that we face with Council is the select few developers who choose on their own, you know, will and choice, to have the -- you know, to -- to -- with their design provide those type of storm detention facilities and the problem with that is that we are faced with a situation where, according to our code and I think that we are well aware of, you know, following code and, you know, past discussions on -- on applications and what -- what that looks like and what it doesn't look like, but we are sort of caught, you know, that -- where we don't have enough teeth to make sure that we are approving good design. Does that make sense?

Bailey: Yeah. Mr. Mayor, Councilman Bernt, I would agree with that. I think the problem, though, is if -- if you say it's only 25 percent can count, that means I can still do 75 percent that's garbage; right? I mean we can still have the crappy storm drainage. I would -- I would argue maybe it needs to say up to 75 percent and, again, leave it to Council's discretion if it's a nice facility that's not -- I agree with you, I don't want it to be a sandbox that the cats are using as a litter box. I don't like that design either. But I think there are opportunities to do things that are nice and well thought through and to just say, well, because some of them might be bad we are not going to allow any of them, I think that's short sighted.

Simison: So, Laren, what -- what percentage, if you were guessing, of a project is a storm drain retention facility?

Bailey: You know, that -- that's really hard, because a lot -- I mean we try and put everything underground we can. If the soils are good we are going to put it underground, because we don't want to see it either. But there is times where that's just not an option. There is times where soils don't work or just the location just doesn't work. That's more of an engineering challenge or call. So, it's really hard to say, you know, this one or that one works better or worse. Where you run into trouble is where you get -- especially you are going to start seeing south of town you are going to get into the salt rock, which you probably don't have a lot in town in -- in Meridian -- haven't had in the past and in some of those cases you just have to do a pond above ground, you can't do anything below ground. But, again, I believe there is ways to -- to design property that would still look good, there is also a way to make them look terrible. But -- but I think to just cut it off at 25 percent you are taking opportunity away to do something creative or inventive or nice.

Simison: I guess where I was -- what I was going to suggest, but you didn't give me a good answer, was maybe we dropped down the open space, but we don't count any of them, because, really, I mean they are a function for another purpose, not a function for open space. You know, there -- it's like a pond. A pond is good when it's got water in it. When it doesn't have water in it it's just a hole in the ground. So, you know, what can you use when and why. But the same thing can be said for a pool. You don't use a pool year around, you use it for nine months out of the year or three months out of the year, maybe four. So, I get it, there is various factors, but -- Council Woman Strader, did you have a question?

Strader: Mr. Mayor, I did. Thank you. Housing affordability is important. I think we know that. I think it's also important for us to listen to the residents of Meridian and hear their comments that they gave us through the Comprehensive Plan process. One thing that caught my eye -- I guess if you could follow up, maybe not in this meeting, but it looks like Eagle is requiring 18 percent open space. That's a lot more than 15 percent. And I recently was looking for an apartment for a family member there and I noticed that their rents were dramatically different. So, I guess if maybe there could be some follow up or if you have some comments on, you know, housing affordability as it relates to open space -- I guess I'm just not convinced that it's a direct linear relationship.

Bailey: Mr. Mayor, Council Woman Strader, so Mr. Clark and I just looked this up in Eagle's code while we were setting here. So, the difference between Eagle's code and Meridian's code is Eagle counts -- it's 18 percent, but they count everything. We don't have this 50 percent of an arterial buffer. We don't have linear open space requirement. We don't have, you know, some of the -- some of the requirements that Meridian has. Meridian has tried to put rules on it and I get that and I'm not against that, but what Eagle has done is said, well, everything counts. So, all that roadway frontage counts. Anything -- you know, we have got -- we are doing one in Eagle right now that is up against -- it's got a creek and a pathway and things and -- and they are allowing us to count all of that. Some of it is riparian area that really isn't usable by anyone, but it's wildlife habitat and so we are -- we are counting that. So, that's the difference in the two codes. I think, really, if you sat down and really figured out the actual square footage, they are probably very close to apples to apples. I think we are all thinking, well, Eagle is 18, we need to be 18

and have all these requirements. Well, then, you are really going to be like 25 and so that's the point we are trying to make. I know it sounds like maybe we are -- we are splitting hairs, but I think -- I think you are right, the rents aren't different, because it's roughly the same number.

Strader: Thank for the insight.

Simison: Council, any further questions?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Laren, early on you touched about the open space and the cost being passed along to the homeowners association and you guys build pretty quality stuff that people are choosing to live to. Do you get a lot of negative feedback about HOA dues from your -- from your residents? And let me give you some context; right? So, I grew up in Old Town and we had a homeowner's association and our -- I think our family's HOA dues were like 40 dollars a year. We had -- to call it a patch of grass is a gross overstatement. I mowed the lawn as a kid. It took me eight minutes, I got paid eight dollars, it was the best job I ever had in terms of compensation. But inevitably the HOA, because it wasn't usable, they just paved it over and so to me that's -- that was my first kind of context about open space until we moved to the south side and so help me get a flavor for what you hear from your residents. My assumption is is that this open space, green space that's usable, is something that people are choosing when they are looking at where they are going to live. They are -- they are wanting that type of space. So, maybe give us a little flavor about what you hear from your residents.

Bailey: Mr. Mayor, Mr. -- Councilman Cavener, so we do -- you know, as we are building a development we are in charge of the HOA through the -- how many ever years that development is going on. So, we hire a management company to handle that to be that interface and collect dues and do all those things. So, we do see firsthand those comments from our neighbors and homeowners and, like I said, the number one expense -- if you go look at the balance sheet --

Bernt: Right. Always.

Bailey: -- 80 percent of it's --

Bernt: Not even close. There is not even a close second.

Bailey: Yeah. Yeah. Nothing else even comes close. So, as you add open space that cost just goes up proportionately. It's not -- I mean I don't think it's hard to understand that that's -- that's the case. What we hear a lot from homeowners, especially ones coming out -- from out of state, it's dues here are higher than what they are -- they were used to, which surprised me. I would have figured in California it would be much more. I

think part of it's a labor issue and I think part of it is, you know, we have to -- we have to irrigate a lot more than I think some other places, especially people coming in Washington and Oregon aren't used the irrigation aspect of it. They are not paying for that there and so I think those costs are higher. But year over a year those costs just keep going up. It's not something that's static and this is what it's going to cost. Every year it's going up.

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

Bailey: Thanks.

Simison: And, Hethe, you will get your own time. You are on three minutes.

Clark: I will talk fast. It's good to see everyone. Hethe Clark. 251 East Front Street. I'm working with Laren tonight to provide some comments on these -- on these amendments. Again, just want to compliment everybody on all the work that's been done. We are hoping to be a productive part of the conversation to just try to get this right. So, with regard to the qualified amenities, we are certainly happy to see a more robust point system. We think that's a great idea. What we would like to do is just provide a couple quick comments on that and it really comes down to some of the subjective elements of the amendment and that really comes down to the fact that it includes maximums for these points and you have to ask yourself what does that mean if it's a maximum of those point values. You know, all we know right now is that points can be taken away for a number of reasons that include size, quality, ease of maintenance, durability, integration with other amenities and year around usability. So, very similar to some of the points that the Mayor just made with regard to swimming pools. So, example, sports fields, they can get up to five points, but a sports field, if it doesn't integrate with other amenities, you know, if it -- if it has to be mowed and maintained all the time, you can't use it in the winter, seems that it would be subject to being deducted under that instance and we would just like to understand, you know, how that would be, what -- what that would mean. You know, other examples would be something like, you know, the fitness facility. You can get four points for a 5,000 square foot -- or a maximum of four points for a fitness facility. What's the difference between a 5,000 or a 10,000 square foot fitness facility or a park and ride if you provide 40 parking spaces, is that the maximum, or is it that if you can do the minimum of 20 do you get the maximum points? You know, ultimately we think that the -- the amenities should either qualify or they should not. So, we are -- our suggestion is let's get rid of the maximum label. Let's just be a little bit clear on -- on what qualifies as that type of amenity and, then, remove the -- what I have been calling the demerit system from this. You know, either it qualifies or it doesn't. We think that that will give a lot more predictability to the process and, then, obviously, you, as Council and P&Z would have the opportunity to comment on the specific package that's being suggested. On a similar note, you know, we were thinking about regional parks and kind of went back and forth on this. You know, a suggestion that we wanted to make was that perhaps with -- if you are proposing a project that's near a regional park, that there would be a reduction on the amount of amenity points that are required. Still need to require at least one amenity, but a reduction of say 30 percent we think would make sense. That would help promote housing and density near regional facilities.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I don't want to interrupt, you will get your time. I promise.

Clark: Okay.

Bernt: I'm actually going to give you some more time, so you should thank me. So, if you are -- because I like -- we -- this was a big discussion point when -- when I was on this -- you know, a little bit of horse trading involved with regard to amenities next to regional parks and so in my -- and I don't disagree with what you are saying, I think it actually sort of makes sense to some degree. So, what else would you do? So, if we are going to allow you to have less amenities because there is a great park down the street, what would you do as the developer or the -- or the -- the presenter in your case or whatever to -- I mean what -- what would that horse trade look like do you think? And I don't need -- just give me some examples in what do you think that looks like.

Clark: Yeah. Mr. Mayor, Council Member Bernt, I was thinking about this this afternoon and, you know, what does this look like. You know, you want to have -- we want to be encouraging in-fill near areas that have the facilities that we have built that we want people to use; right. So, we wouldn't want to say, hey, you have six acre in-fill, you just get a 30 percent reduction and now suddenly you don't have to provide any amenities. So, you know, from my perspective you got to have at least one amenity that would be provided and it could be anything from this list. You know, it could be, you know, a public art installation, but people are going to be coming out of -- what you would want and the reason you would buy near to that regional park would be so your folks could come -- come out of your project and go use that.

Bernt: But what would -- what would you give -- if you were saying less, but we are willing to give X?

Clark: Well, I think that when we are building near these regional facilities, one thing I think we would want to see more is more density. We would want to see more people living near those -- near those areas and that's one of the reasons why we would want to concentrate it. You know, in terms of specifics, you know, I think we would have to -- you know. Yeah, it would be very much subjective.

Bernt: I get it.

Clark: So, with that I did -- Laren and I put together this chart of the specific items that we thought it would be good for folks to have in front of them as we go forward here and I will just kind of summarize a few of these, because I think I might be able to add a little bit to the prior conversation. So, again, with regard to the amenities, the suggestion is to remove the maximum concept and the demerit system. I think just -- does it qualify or does it not and let us move on. And, then, on this same comment on the regional parks.

With regard to the minimum open space requirements, again, our suggestion is 13 percent for R-8 and R-15. On the shape of open spaces, you know, we are living in a post House Bill 389 world. You know, in-fill is going to be -- it's always been important, but it's going to be even more important now and with in-fill there is going to be crazy shaped lots and crazy shaped open space and so I think an across the board disqualification just based on space doesn't make sense. As mentioned, we do believe the 30 percent for front-on housing is appropriate.

Simison: Hethe, if you can wrap up. We have given you that extra minute and a half and I think we have already gone over these, so --

Clark: Appreciate it. I think the last thing I would say, Mr. Mayor, then, is on the -- the 75 percent for the stormwater detention facilities, just one thing to add to that, you know, a couple of great examples of that are in Tuscany. Across the street from Sienna Elementary there is a great one. There is one over on Tiber. But I would point you to the language of the code speaks to the -- as long as the standards of 11-3D-11 are met and those are landscape standards for stormwater and so -- and they speak to it being landscaped and having trees and all that sort of thing. So, I think that the answer to the question is actually already in your code. So, with that I will go ahead and wrap up and call it a night.

Simison: Council, any questions?

Clark: Thank you.

Simison: Which was the second one in Tuscany that you were referencing?

Clark: Tiber. It's a little bit -- it's a couple blocks south next to one of the community pools.

Simison: Okay. Because there is also ones that are just an open field -- or an open piece of property that don't do anything for anybody as well. The across from Sienna is beautiful.

Clark: Yeah. The one -- like Laren mentioned, it's all about good design and that's what we want to incentivize.

Simison: Thank you. Mr. Clerk?

Johnson: Mr. Mayor, we have no additional sign-ups. We do have people on -- one personal online and people in the room as well.

Simison: Okay. Is there anybody that would like to provide testimony on the item? If you would like to come forward now or use the raise your hand feature on Zoom and we will bring you in or unmute you. I keep saying that. Come on up.

Bernt: Mr. Mayor, I thought we were going to close the public hearing.

Reynolds: Come on. Third time is a charm; right? Mr. Mayor, Members of City Council, Sally Reynolds. 1166 West Bacall Street. A lot to cover in three minutes, so I'm just going to go through bullet points and, then, you can ask me questions. So, I was a member of the open space committee. I think I only missed one or two meetings, if memory serves. So, it was kind of a long process and I am trying to give you the best background I can with my memory. So, I will just go through these. Number one. I support the open space schedule as proposed with a small exception on the multi-family. I don't think that 15 percent is too big of an ask. It was a really good compromise with everybody there. As we did a study of subdivisions that were already in existence most of them met 15 or exceeded 15 percent and that was even presentations given by some developers on the committee. And most of those subdivisions are what you would call quality neighborhoods in Meridian and so I think that 15 percent is, as Susan Karnes would say, setting the bar high and, you know, that's -- that's what we are trying to do in Meridian. That's who we are trying to be when we grow up; right? I'm really proud of the points amenity system that we have. Really supportive of it. I think that it makes for a lot of creativity. I do agree with the letter from BCA that says let's see how it's going and review in a year, because it's something really new and we don't know how that's going to flush out. So, I say come back in a year and see how it's going. So, the point of the trees -- I agree with everything Mr. Mayor said. I don't think we should include verbiage that we aren't ready to employ. I don't love the idea of fee in lieu schedule for trees. I think it sets a dangerous precedent and I will just -- a quick example, there is already some like horse trading in the code about like -- and I will just use Winco as an example that we were talking about earlier tonight. They were supposed to be capped at 60,000 square feet, but if you have more open space you can go up to however many square feet and so we have got things in the code trading square footage for open space already. So, you start adding trees to that -- I just don't know how complicated that gets. Storm drains. If it's in the code I think we would see much better storm drains already in Meridian. I'm in favor of counting it at 25 percent. If a developer comes before you and can say this is exactly what we are going to do, because that piece of land has an extremely large piece of the storm drains, then, have to make a case for 50 percent, go through alternative compliance, I don't see any reason why not. Frontage. Okay. You might be surprised. We don't know where the 50 percent frontage came from either. So, that might have been a meeting that I missed as well. But personally I am not supportive of the 50 percent frontage. I would be supportive of decreasing it to 30 percent. I do live in Paramount where most of it, like Jon said, is all backed and our parks are very, very, very well used. Lochsa is not. To the point of Vienna Woods, they have trunk or treats around there. I mean it was a storm drain, but that is well used, so I think it -- some of it depends on the residents. To the survey that you were asking, if my memory serves -- and it was a long time ago -- I think there was a survey that I think there was less than a hundred responses and a lot has happened in a year. So, I would say especially with the market I would support Council Member Strader's idea to circle back to the public and do it again, not as a way to guide future discussions, but just to see if what we have done meets what the public wanted. Just want to say a reminder of alternative compliance is there to allow for creativity and innovative development. I think there are some developers in Meridian who do that really well and there are some that use it to skirt the UDC and I think that this Council can tell the difference between the two. So, I will leave it at that. As far as the

parks going next to high multi-family or whatever, you know, that's one I do have a little bit of an issue with, because the developer is going to get a better price for their land at the expense of something that the city has done and maintained; right? And that project is going to -- it's going to pencil better. So, I don't feel like that's something that somebody should be profiting off of. I think that there could be some, as Council Member Bernt said, horsetrading, but I would hope that they could come up with some amenities to replace that open space. Maybe we say, hey, it's not open grassy space, because we have got a park right next door and, hey, the city is providing that for you, so what can you come back with in terms of amenities. I just got back from Seattle at 2:00 a.m., actually, last night and I was in two high rise buildings where I saw one had a private movie theater for the residents and -- as an amenity in a multi-family. I mean it only had 12 seats, but you could rent it out and it was really cool. And they also had a private spa, which I don't know if we are at that point yet, but, you know, the movie theater would be really cool and there are some great things with Doordash and Uber Eats and providing a refrigerator for when your groceries are dropped off and it's in the refrigerator down in the -- you know, little area. So, there are really some creative things we can do with multi-family and I would just be slow to say -- let's just say we built next to a park, so we are good. Three minutes are probably up. So, the last one is multi-family. I would like to see it at 18 percent and just because -- and if not at 18 percent, then, some language, like I said, to go with some of those creative amenities and I do think that there should be a definition in the code right now, as Bill said, it's just open, you just say there is multi-family and it's subjective how many amenities they can provide. So, I think that that should be defined in code. Are we saying over a hundred is two amenities? Over 500 is three? I'm not really sure. So, with that I will close and stand for questions and I will echo everyone else's sentiments. The meetings I thought were productive. We had some good discussion. I really appreciated everybody who sat in on them and I learned a lot and I think that everybody had some valuable contributions to it. Thank you.

Simison: Thank you. Council, any questions?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Sally, congrats on the hat trick. Question for you. We heard a lot tonight about increasing open space for higher density use. I haven't heard a lot of conversation about reducing open space for some lower density use and I don't know if that was discussed or contemplated at the committee and if there is any feedback or findings you can share with us.

Reynolds: Yeah. So, personally -- personally -- okay. R-2. Ten percent. I'm going to say personally if that went down a little bit -- personally I would be okay with it. I don't think that there are residents out there who would be and maybe that's something we can put in our survey, only because the RD designation is kind of gone. That lower rural designation for residential -- the lower density residential, that designation has gone off of the comp plan -- off of the comp plan and I think that in the comp plan we are saying

preserve our farmland, preserve our heritage and some of that feeling is the open spaces; right? So, I think that the reason the ten percent is there for the lower density and this is just my opinion, this could be completely wrong, is because I think as residents we are scared that we are not going to get enough in other places. Does that make any sense? That's -- and that's pure conjecture on my part. That's kind of how I feel.

Cavener: Appreciate you sharing that, Sally.

Reynolds: Yeah.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thanks a lot, Sally. I didn't quite catch the very beginning of your comments. I didn't want you to feel rushed. If you could just go back through your comments about the table with a minimum open space requirements. Do you feel like in general coming out of that open space committee you feel supportive of this table and it sounded like the multi-family you think is low. Did -- are you supportive overall? How strongly do you feel about that multi-family piece?

Reynolds; Overall, but the table that's there I'm supportive of it. I mean 15 percent -- I mean in a perfect world, yeah, we would have loved to see 18 or 20, that's kind of what the residents were saying and we compromised with a 15. So, I'm supportive of it as far as a compromise and the ones that are there I feel good about. The multi-family I do think it should be 18 and I don't know if we want to do a sliding scale with the number of units, but it just feels like we are getting a lot of density in Meridian and if there is going to be so much density, you know, 15 or 18 percent of such a small area really doesn't even come out to be that much when you are looking at the footprint depending and I'm not a developer, so I can't speak to, you know, how the project's all flushed out and whatnot, but I would like to see a little bit further study on multi-family and what is that -- what are some of the applications that are being built right now, what do they have, what do they look like? And I mean if they are all at 15 and they look great, then, great. Or maybe we say it's 18 and you do get credit, you can get it reduced if you have some cool amenities, but that is where I'm at with multi-family. I'm not a hundred percent supportive of that. I would like to see that pushed that direction a little bit.

Strader: Thank you.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Interesting thought about the multi-family portion of it. I would like to know how when -- Bill, when you were doing your calculations were you using some type of a formula, you know, maybe for -- you know, Sally's mentioned it tonight and others have

mentioned and I was -- I was thinking it, you know, having a formula based -- based upon how many units, not necessarily like an exact amount. I don't know. Just something to think about.

Parsons: Yeah. Mayor, Council, Councilman Bernt, that's how we -- that's how we do it now. We -- we don't have a formula, but, basically, it's -- if you are between a certain square footage unit you times it by X amount of square feet and that's how you get the number of common open space that you provide for a multi-family development. The changes that we are talking about tonight would add that base line amount of ten percent. In addition to that if the development is over five acres. And what's -- what Sally's referring to is the fact that we are putting a minimum cap at 15 percent, unless the developer chooses to do more. I think that's what her beef is with. We -- I can tell you based on a lot of the developments I have tested out there it's coming out 18 to 20 percent for multi-family it really is, based on -- on that formula. I'm hopeful that most of the development community or those who want to come do business in Meridian will want to provide more open space than that 15. But, again, that's some of the discussions that I had with some of the open space committee members and they were comfortable with at least saying no more than 15 percent or at least cap them at a minimum if you hit all of that criteria. But they were more willing to provide more if they had to, they just didn't -- again each project is different. It's -- it's hard to develop a code that says everything fits in this box, because that's why we have alternative compliance and that's what that tool is meant for. It's meant to do something innovative. Not to get you out of code, but to do something that wasn't contemplated in code and still meet the intent of the code and the Comprehensive Plan.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Shout out to Susan Karnes. Miss her. When I -- when I was first elected we didn't start off on the right foot, her and I. I'm not going to lie. I don't think she was my biggest supporter. But over the years she became a dear friend. I hope she's -- God bless her. God bless her husband. You know, I know that they have moved, but I miss her. She's -- our discussions. That's how discussions need to be, like you find someone who you completely disagree with on every level and after a half an hour of looking someone in the eye, finding something in common and building on that. I think that's so important. And that was Susan Karnes that I miss her.

Reynolds: Mr. Mayor, Council Member Bernt, I definitely agree. I do as well and she had a good way of bringing everyone to a win-win and a good compromise.

Bernt: She was great.

Reynolds: Being respectful.

Bernt: A thousand percent. If I may, I have, Mr. Mayor, one question for Bill on that multi-family. How much, Bill, do you think it would change? Because I know we are doing it

on square footage. But number of units is really like bodies in the building; right? And that's families. So, do you think that that equation would change much if we were saying, hey, numbers of units are not necessarily square footage for open space? If that makes sense?

Parsons: Yeah. Mayor, Members of the Council, yeah, it's a good point to look at, but I don't think I have ever seen it that way, to be honest with you. But, of course, I haven't gone out to every code out in the nation to see what they have done. I don't know how that would -- would shake out. I don't know what number to apply for a development at a hundred units versus 50 and say you should provide an acre of open space. Well, I'm not sure at this point if --

Reynolds: Mr. Mayor, Council, just a question. Thank you. Thank you so much. And I -- one last comment if I might. As it is I think that -- I mean the definitions that we dug into and the amount of time that we did spend going over things, I am really proud of the direction that this code is moving. I think there is more work to be done, but I'm really happy with the changes that -- most of the changes that have been made so far and I like to commend everybody -- who worked on that and I would love I hope that other cities do take note of what we are doing and maybe they will follow us. So, thank you.

Simison: Thank you. Denise, come on up.

Bernt: Mr. Mayor, if Denise agrees with that last statement we are having a party after this Council meeting.

LaFever: Hello for the third time. My name is Denise LaFever. 6706 North Salvia Way. And as some of you know, this was a really big subject for us during the Comprehensive Plan and it was an area that we took exception to, Susan Karnes and Sally and I and -- we were really adamant about that. I'm really happy that they have spent the time to go back through and spend some time on it and I'm happy for Sally and Julie to spend time going through and sitting as residents. I do have some concerns. One, I'm opposed to all the things that DevCo recommended, with the exception of the 30 percent front. We will lay that out there. I have one issue here that's really big for me and that's 11-3G-4B3, which is the alternative compliance. I have had issues with that on the open space and in the multi-family. I have watched so many of these Council meetings and sat through these and testified over a long period of time and I can almost tell you a lot of people come up and talk about schools, roads, and open space. It's real disheartening when you spend all this time talking to individuals and they have a plan in front of them and they think that's what they are going to get and, then, alternative compliance happens and now you have the development -- Carmen -- Cameron -- Cameron in charge of making those changes that don't align with what the people that came to the public meetings had to say. So, I'm just not okay with that. I have bigger issues with that. I also agree with what Sally said moving from 15 to 18 percent and I'm really concerned about the process that happened with multi-family. The meeting was pushed to a separate meeting in which developers and ex-Mayor Tammy were involved in and excluded the full committee. Going on to some other --

Bernt: What did you just say?

LaFever: What's that?

Bernt: I didn't hear your last statement.

LaFever: During the multi-family it got pushed to a separate meeting. Okay? And during that separate meeting that -- it was done with the developers and ex-Mayor Tammy. It was not the full committee. It wasn't vetted with the full committee and I take exception to that. Julie's in the audience and I know she doesn't want to come up, but I would really like you guys to hear what she has to say as a member on the committee. I read her letter and I was really concerned about what she had to say. Those are a lot of the concerns that we felt when we went through the Comprehensive Plan. The other areas that I have concern about is the restricted height change. If that's all about schools, then, say that. Lock it down and restrict it to all about schools. My other concern is frequency of UDC changes. I think we should do that less often and not every single time we want to make a change. There is -- this is a pet peeve of mine. I have said it more than once. The lack of transparency for the UDC focus committee or the UDC advisory committee. I like to see that come as an agenda item, shown as a meeting, actually people could show up and sit through it and listen to it. It's an invisible, nontransparent meeting. The UDC is the cornerstone for how Meridian develops out. It's also the cornerstone for the codes. I just really think it needs to be transparent and I'm still not sure of who the current list of the -- the committee and who are resident -- if Ann is still doing that. I know it was hit and miss when it was Susan there. The last one is -- is -- as -- as some of you know I testified about due process once before when we changed it to public meaning cutting off at noon. Here we are today and Bill had made changes up until this afternoon. I wanted to go see if that was, in fact, the case and I looked. The C-C common space and site amenity document was, in fact, changed on the public site. It was done at 6/1/21, 4:41 and 33 seconds p.m. today. This doesn't allow your public time to really digest and see what those changes are. So, if we are going to have it at noon I think we should have it at noon all the way across and not make these last minute changes. Once again, if Julie doesn't come up and testify, I really urge you to go back through and read the letter that Julie put on file. I -- I have a real passion that residents and the community members need to be able to have a voice here and it's not all just about development and, yes, I love commercial development, I will be honest, but I do think that people have to have a voice here. They live here and at the end of the day they are your property taxpayers and they are footing the bill. So, I would really like to see you guys come back with another approach and make sure that these meetings and these committees are not stacked, that the residents do have a say and that their concerns are not just pushed forward or, oh, we have got to hurry along or whatever the case would be. So, I really urge you, while Julia is in the audience, to bring her up and talk to her about her experience that she had on the committee. Thank you.

Simison: Thank you. Council, any questions?

Simison: Is there anybody else in the public that would like to provide testimony at this time? Okay. Seeing no one that's willing to provide -- or wanting to provide testimony, Council, you have heard some conversations today and this is a public hearing and I'm not exactly sure -- honestly, a few -- from everything we have heard today I think there is a lot -- a lot in here and, quite frankly, and there is -- I'm going to -- I'm going to pull out my Mr. Cavener hat. There is a lot that the community needs to know that they don't know about. For example, the very first thing we talked about with parking and driveways. You know, I think those are some pretty big changes that have not been effectively communicated with the community and before any further action should be taken, in my opinion. You know, the -- this is all about -- if everything in this document -- well, I shouldn't say everything. In my opinion this is all about subjective -- subjective standards about how we want to have our shared values in our community and I think it's important that we get those shared values out in front of our community when we are going to make changes, which some of that -- these can be very big changes from that standpoint, regardless of who enforces those changes or how that goes, they are changes. So, I don't know what your feelings are about how we move forward and where or what we should do, but I would love to hear some thoughts on appropriate next steps since we are in an open public hearing.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Appreciate you bringing it up. It kind of leads maybe to -- at least my question to get the conversation started. Is there an immediate request or desire from staff to have some action on this in a certain time frame? Recognize a lot of work has already went into this. Want to make sure that we cross the finish line the right way. I just don't know if there is a timeline expectation for staff about this.

Parsons: Mayor and Council, Councilman Cavener, it's up to you guys. I mean, really, you know, as Ms. LaFever brought up, you know, here I -- you know, I want to make sure -- all the changes that got modified from Planning and Zoning Commission until now were things that were discussed at the hearing. It was actually going back and looking at exhibits and making sure we are getting it right, because we do take it serious. I mean when we change a code we are changing it for the city. We are not changing it for the developer, we are not changing it for Council, we are not changing it for me, we are changing it because we want to get it right and the last thing I want to do as a staff member is get something in effect that's going to create more problems for us and so those changes that you saw today -- one was a cleaned up version. I thought with all the strikeouts, underline changes it might get confusing to read through those documents, because there is so -- there are so many edits to read over and I thought it might be something you guys wanted to look at. So, I just went ahead and sent that to the clerk at the end of the day to make sure you had that as part of the record. But overall, again, the -- the purview is yours. If you think these are things that you want further addressed and further vetting and shared with the community, then, absolutely, continue it out. If you feel like you have enough information to make a decision tonight, give me some clear

direction, I will make the edits happen, coordinate with Legal and we will get the ordinance approved and passed within a couple of weeks. I'm flexible either way for you. I just -- I just know this was important, not only to us, we -- we started this process in the fall, we are here in the spring, early summer here and we don't have resolution to it and I think that's -- that's where staff wants to be. We want a resolution, either we like what we have or we pause and get it right until we have the right information for you, where you feel comfortable with the changes.

Cavener: So, Mr. Mayor?

Simison: Councilman Cavener.

Cavener: So, to that point, you know, you -- you read the information that staff presents and having this presentation from Council or from staff, feedback from -- from the public to kind of take that all into -- without maybe having to make a decision tonight is something I would be supportive of and I appreciate with the last round having the opportunity, after all this has been presented, to go and meet with staff and kind of talk through and help me kind of see where staff is coming from and weigh that against the public was helpful. So, selfishly, I would like to repeat that process again and have a little time to digest and to the Mayor's point to allow maybe a little bit greater request from the public, if they have got feedback on any of this, to invite them back and share that information with us. It's a small crowd tonight, perhaps there will be more people that feel as strongly as I do about parking trailers or boats in driveways or open space and they have the opportunity to come back and share that.

Simison: And, really, for me where I look at it -- I look at this in two very different buckets. We have the bucket that can impact everybody in this city tomorrow if it's passed and we have the bucket that's going to impact how we move forward and make decisions as we continue to grow and develop and, yes, that can impact our community feel and character, but it's not going to impact how we -- everybody the day it's passed, you know, what we decide for ten, 12, 15, 18 percent open space has no bearing on the person living in Tuscany today, tomorrow, the next day. So, that's really where I would want to make sure we at least, as a community, understand the changes that we are proposing. They are going to -- to me it's like a law change. I mean that's what it is. I mean -- and we need to make sure that they are aware of law changes and how they impact them versus open space is a little different. That's a touch point. That's -- do we feel like we have got this right now. Now, are you prepared for this change to your community character tomorrow. So, two cents.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. It feels like the parking one, especially, is kind of like that third rail. I think that we -- we maybe want to highlight or bubble that out there for the community to get feedback specifically. But I -- I just think with all these changes I would love to see

something -- and it's tough to simplify all these changes, but I would love to see something maybe come out, like just a summary of what we are considering in some type of a town hall format or some way to connect back. Maybe publicize it in a way that it's not the full Comprehensive Plan, we don't have to have like ten different meetings throughout Meridian, but I would love to have this highlighted a little more for people, so we get a little more feedback from the community personally and I think there has been a lot of good exchange of information here and it would be good to chew on it a bit and take a few more swings at it personally.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I'm pretty close. There is some concerns and some things I just want to wrap my arms around just a little bit more. Go over my notes. And also I would like to look at Julie's e-mail. I skimmed through it, I didn't -- I didn't read it as closely as I should have. So, I want to go back and read Julie's e-mail as well. I think she deserves that. But, most importantly, this is -- I think we are all in agreement that this is a really important -- I mean this is a -- this is finality to many months of preparation and deliberation and time and effort, not only made by staff and -- but -- but in -- but, you know, our friends, the development community, but citizens who have volunteered their time and -- to give their opinion and, quite frankly, we have two Council Members that are absent tonight that would bring fantastic perspective as well. So, for that purpose I think it makes a lot of sense to continue this.

Simison: So, Mr. Nary, since this is not land use, let's pretend like we continued this for a month and found a way to go out and get additional community feedback in some fashion. What limitations, if any, are there in seeking feedback, having dialogue through a town hall or through a survey on NextDoor or anything?

Nary: Mr. Mayor, Members of the Council, that was a great question and, again, because this is a legislative action, it -- it definitely needs to be funneled into the public record somewhere. So, whether it's a public hearing or a public meeting, if there is notes kept, minutes kept, those types of things, they probably should make it to the public record. But feedback from your community members, feedback at the grocery store, feedback all of those things, are certainly welcomed. You are allowed to do that. I mean, again, when the Council is making a decision and you are going to make a decision on what Joe told you at the grocery store, then, please, tell us what Joe told you at the grocery store. So, we are at least clear where you are getting your information from, but it is -- it is -- you are welcome to accept whatever information however you want to get it. So, a survey is fine. A town hall meeting is fine. Coffee with the Mayor is fine. Whatever method to get public feedback. I always encourage them -- and please write it in an e-mail and send it to us. We would like to have it just for the record so people can see. But they are not limited to that. They don't have to only do it that way.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: I agree with all the comments. I didn't, quite frankly, even contemplate deciding tonight, knowing that we are going to get some input from the public and community and whoever happened to show up and -- and there is just a lot to consider and think about. So, if it's a next date at least for us to consider as a continued public hearing on this to a date certain, and, then, the Mayor's office provides some outreach to the community through social media at least, maybe a plan of -- if it's a town hall or a Coffee with the Mayor or something more robust, at the very least we have got some ability to do some outreach.

Nary: Mr. Mayor, Members of the Council, one thing that Council has done in the past when you have a very large project like this, is to break it into chunks, so that way -- we spent about two and a half hours on -- on all of it tonight, but, you know, is it more beneficial to all of you to have a focused discussion or focus survey or a focus concentrated period to, then, talk about just the open space or the other changes that affect the code and code edits and not cutting, because, again, like some people said, if you get three to four minutes, but you are trying to talk about stuff that was presented for an hour, that's pretty challenging and they are all varied greatly. So, that might be a way to help all of you get the information in pieces that are more digestible to, then, make a decision and direction at some point.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: So, maybe we start July 6 and, then, we do it again July 13th and break it up half and half. I think that gives an opportunity for outreach, whatever that looks like to you, Mr. Mayor, and your office and it gives us an opportunity to break it up, so we are not having -- you know, I mean -- I know we all love talking about UDC code, but maybe -- you know, so bring it -- separating it in two different nights would be -- I think what Bill said makes sense.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. Nary pointed out it may be a little challenging coming off of a holiday week that first week, so maybe staggered it from, what, the -- maybe the 10th and the 23rd or something along those lines. Staff I think can -- I guess, Mr. Nary do we need to continue it to a specific date certain or can we say we are going to continue it and Mayor and Council President can determine an appropriate date in the future.

Nary: Mr. Mayor, Members of the Council, because it is legislative it is just an agenda setting, so you can set it -- I just recognize this sometimes, but Tuesday immediately after a three day weekend is a challenge both for staff and the public.

Johnson: Mr. Mayor?

Simison: Mr. Clerk.

Johnson: Just want to point out you do have a special meeting on the 29th. You have scheduled for one application that was continued and, then, July 13th you have two Council reviews now of a land use project Planning and Zoning approved. So, that might be a long evening on the 13th.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: What does the 6th look like, Chris?

Johnson: At this time there is no notices we put have out. We have not hit that deadline yet. So, it's possible something could be coming forward from Planning, but right now it's open.

Bernt: Yeah. Mr. Mayor, I don't -- I -- I'm okay with just continuing it to the 6th and if we need to -- if we need more time after the 6th we will do it again.

Simison: Yeah. If it's -- we can only accommodate all what -- you know, give direction on one or two items on the 6th, we can see where we are based on conversations we have had at that point in time. So, with that do I have a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we continue Item 15 to July 6th.

Cavener: Second.

Simison: I have a motion and a second to continue Item 15 to July 6th. Any discussion on the motion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it and the item is continued. Thank you very much to those who came to speak.

MOTION CARRIED: FOUR AYES. TWO ABSENT.

Cavener: We have groupies in the house.

FUTURE MEETING TOPICS

Simison: That's right. Council, anything under Future Meeting Topics or do I have a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we adjourn.

Cavener: Second.

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

MOTION CARRIED: FOUR AYES. TWO ABSENT.

MEETING ADJOURNED AT 10:10 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON

_____/_____/_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

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

<p>Project Name (Subdivision): Delano Subdivision No. 1</p> <p>Sanitary Sewer & Water Main Easement Number: <u>1</u></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 ___ day of _____ 20__ between Challenger Development Inc. (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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





Sawtooth Land Surveying, LLC

2030 S. Washington Ave. Emmett, ID 83617 P: (208) 398-8104 F: (208) 398-8105	1044 Northwest Blvd., Ste. G Coeur d'Alene, ID 83814 P: (208) 714-4544 F: (208) 292-4453	141 1 st Avenue East Jerome, ID 83338 P: (208) 329-5303 F: (208) 324-3821
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EXHIBIT A Sewer/Water No. 1 Legal Description

BASIS OF BEARING for this description is North 00°01'00" West, from a brass cap marking the southeast corner of Section 32 and the brass cap marking the E1/4 Corner of Section 32, both in T. 4 N., R. 1 E., B.M., Ada County, Idaho.

An easement being located in the N1/2 of the SE1/4 of Section 32, T. 4 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the E1/4 Corner of said Section 32;

Thence South 89°39'12" West, coincident with the north line of said SE1/4 of Section 32, a distance of 1267.42 feet to the **POINT OF BEGINNING**;

Thence South 00°18'00" East, 100.40 feet;

Thence South 89°42'00" West, 50.00 feet;

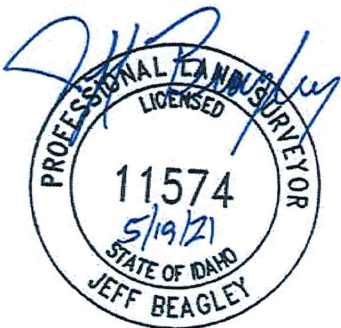
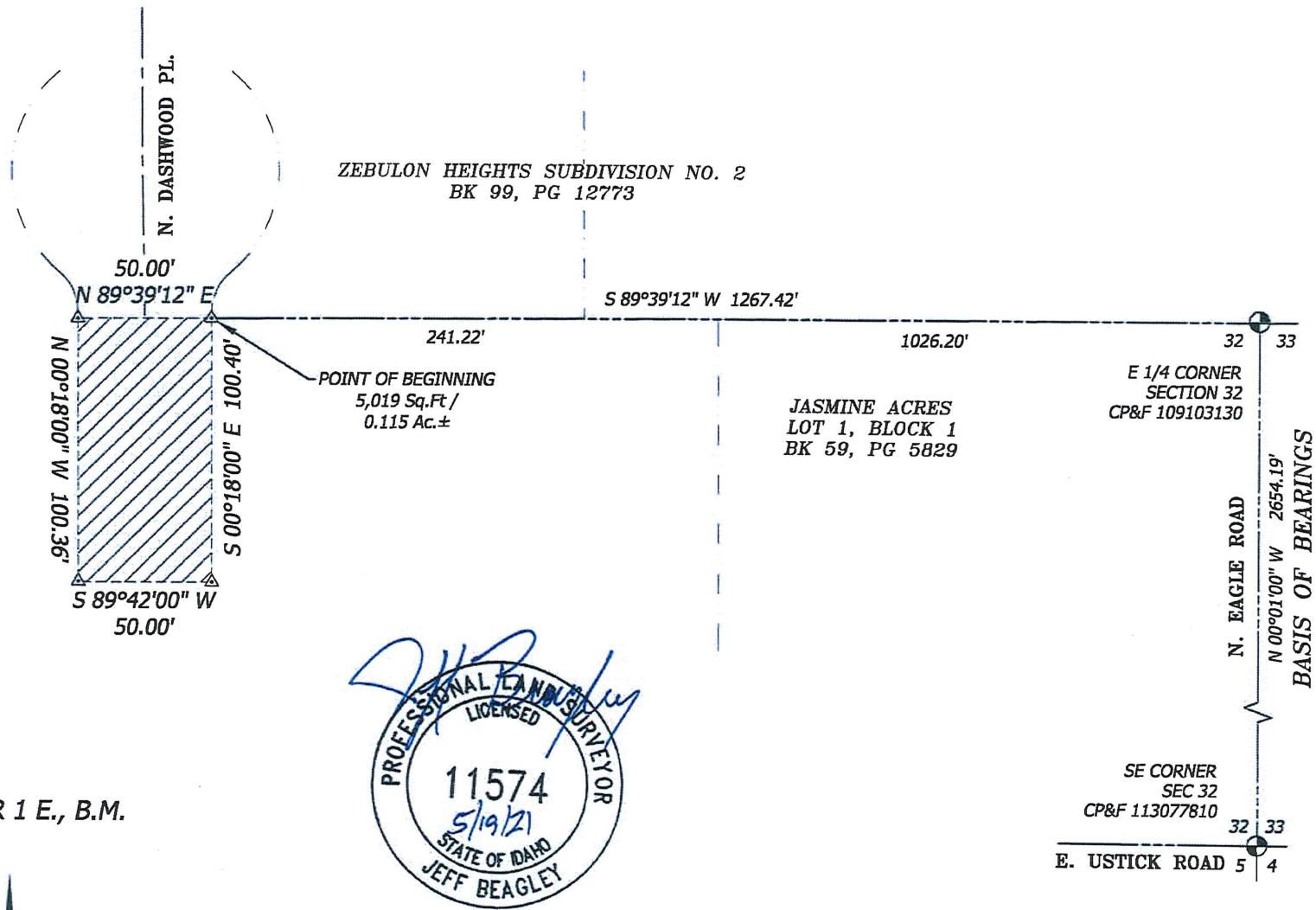
Thence North 00°18'00" West, 100.36 feet to said north line;

Thence North 89°39'12" East, coincident with said north line, 50.00 feet to the **POINT OF BEGINNING**.

Said easement contains 5,019 square feet and/or 0.115 acres, more or less.



80



T. 4 N., R 1 E., B.M.



PROJECT: DELANO SUBDIVISION NO. 1 SEWER/WATER NO. 1 EXHIBIT MERIDIAN, IDAHO	OWNER/DEVELOPER: CONGER GROUP	2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 18094-EX
	DATE: 5/2021		PROJECT# 18094
			SHEET 10



AGENDA ITEM

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

<p><u>Project Name (Subdivision):</u> Delano Subdivision No. 1</p> <p><u>Sanitary Sewer & Water Main Easement Number:</u> <u>2</u></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 ___ day of _____ 20__ between C4 Lease 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

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:_____



Sawtooth Land Surveying, LLC

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

1044 Northwest Blvd., Ste. G
Coeur d'Alene, ID 83814
P: (208) 714-4544
F: (208) 292-4453

141 1st Avenue East
Jerome, ID 83338
P: (208) 329-5303
F: (208) 324-3821

EXHIBIT A

Sewer/Water No. 2 Legal Description

BASIS OF BEARING for this description is North 00°01'00" West, from a brass cap marking the southeast corner of Section 32 and the brass cap marking the E1/4 Corner of Section 32, both in T. 4 N., R. 1 E., B.M., Ada County, Idaho.

An easement being located in the N1/2 of the SE1/4 of Section 32, T. 4 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the E1/4 Corner of said Section 32;

Thence South 89°39'12" West, coincident with the north line of said SE1/4 of Section 32, a distance of 1026.20 feet;

Thence South 00°20'48" East, 346.83 feet;

Thence North 89°42'00" East, 63.10 feet;

Thence South 00°18'00" East, 8.50 feet to the **POINT OF BEGINNING**;

Thence North 89°42'00" East, 31.00 feet;

Thence South 00°18'00" East, 30.00 feet;

Thence South 89°42'00" West, 31.00 feet;

Thence North 00°18'00" West, 30.00 feet to the **POINT OF BEGINNING**.

Said easement contains 930 square feet and/or 0.021 acres, more or less.



EXHIBIT B

Item #4.

ZEBULON HEIGHTS
SUBDIVISION NO. 2
BK 99, PG 12773

S 89°39'12" W 1026.20'

E 1/4 CORNER
SECTION 32
CP&F 109103130

JASMINE ACRES
LOT 1, BLOCK 1
BK 59, PG 5829

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°18'00" E	8.50'
L2	N 89°42'00" E	31.00'
L3	S 00°18'00" E	30.00'
L4	S 89°42'00" W	31.00'
L5	N 00°18'00" W	30.00'

S 00°20'48" E 346.83'

63.10'
N 89°42'00" E

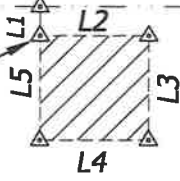
32 33

N. EAGLE ROAD

N 00°01'00" W 2654.19'

BASIS OF BEARINGS

POINT OF BEGINNING
930 Sq.Ft /
0.021 Ac.±



JASMINE ACRES
LOT 3, BLOCK 1
BK 59, PG 5829


SE CORNER
SEC 32
CP&F 113077810

32 33

E. USTICK ROAD 5 4

T. 4 N., R 1 E., B.M.



PROJECT: DELANO SUBDIVISION NO. 1 SEWER/WATER NO. 2 EXHIBIT MERIDIAN, IDAHO	OWNER/DEVELOPER: CONGER GROUP	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 18094-EX
	DATE: 5/2021		PROJECT # 18094



AGENDA ITEM

ITEM TOPIC: Dovetail Subdivision Sanitary Sewer and Water Main Easement No. 2

<p><u>Project Name (Subdivision):</u> Dovetail Subdivision</p> <p><u>Sanitary Sewer & Water Main Easement Number:</u> <u>2</u></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 ___ day of _____ 20__ between Pine QOZB, 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

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:_____



EXHIBIT A

Sanitary Sewer and Water Main Easement #2 Description

A sanitary sewer and water main easement situated in a portion of Lot 2,3, 4 and 7 of Pleasant Valley Subdivision, according to the Official Plat thereof, filed in Book 12 of Plats at Page 665, Records of Ada County, Idaho, and being in the Northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Beginning at a point North 00°30'07" East 1489.75 feet along the East Section line of the Northwest quarter and North 89°29'53" West 394.46 feet from the West quarter corner of Section 8 to the POINT OF BEGINNING and running;

Thence South 89°57'47" West 20.00 feet;

Thence North 0°02'13" West 4.73 feet;

Thence South 89°57'47" West 86.78 feet;

Thence North 67°37'07" West 47.89 feet;

Thence South 22°27'41" West 9.00 feet;

Thence North 66°10'13" West 20.01 feet;

Thence North 22°27'41" East 13.59 feet;

Thence North 67°32'13" West 24.39 feet;

Thence North 78°47'13" West 85.34 feet;

Thence North 11°12'47" East 10.00 feet;

Thence South 78°47'13" East 86.32 feet;

Thence South 67°32'13" East 27.58 feet;

Thence North 22°27'47" East 52.52 feet;

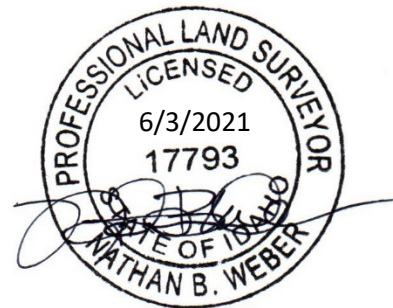
Thence South 67°32'13" East 10.00 feet;

Thence South 22°27'47" West 47.52 feet;

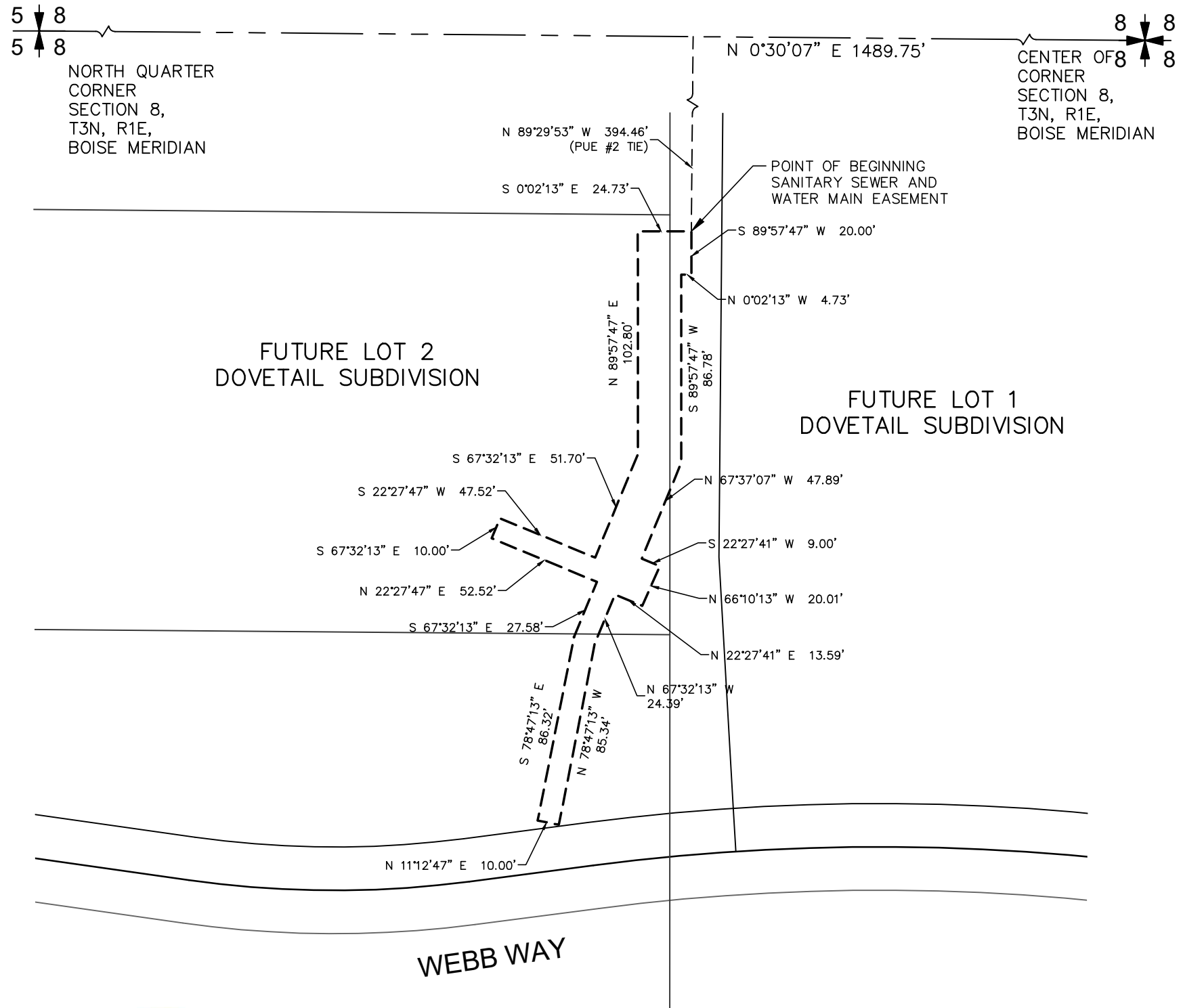
Thence South 67°32'13" East 51.70 feet;

Thence North 89°57'47" East 102.80 feet;

Thence South 0°02'13" East 24.73 feet to the point of beginning.



Item #5.



Sanitary Sewer and Water Main Easement #2 Description

A sanitary sewer and water main easement situated in a portion of Lot 2,3, 4 and 7 of Pleasant Valley Subdivision, according to the Official Plat thereof, filed in Book 12 of Plats at Page 665, Records of Ada County, Idaho, and being in the Northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Beginning at a point North 00°30'07" East 1489.75 feet along the East Section line of the Northwest quarter and North 89°29'53" West 394.46 feet from the West quarter corner of Section 8 to the POINT OF BEGINNING and running;

- Thence South 89°57'47" West 20.00 feet;
- Thence North 0°02'13" West 4.73 feet;
- Thence South 89°57'47" West 86.78 feet;
- Thence North 67°37'07" West 47.89 feet;
- Thence South 22°27'41" West 9.00 feet;
- Thence North 66°10'13" West 20.01 feet;
- Thence North 22°27'41" East 13.59 feet;
- Thence North 67°32'13" West 24.39 feet;
- Thence North 78°47'13" West 85.34 feet;
- Thence North 11°12'47" East 10.00 feet;
- Thence South 78°47'13" East 86.32 feet;
- Thence South 67°32'13" East 27.58 feet;
- Thence North 22°27'47" East 52.52 feet;
- Thence South 67°32'13" East 10.00 feet;
- Thence South 22°27'47" West 47.52 feet;
- Thence South 67°32'13" East 51.70 feet;
- Thence North 89°57'47" East 102.80 feet;
- Thence South 0°02'13" East 24.73 feet to the point of beginning.

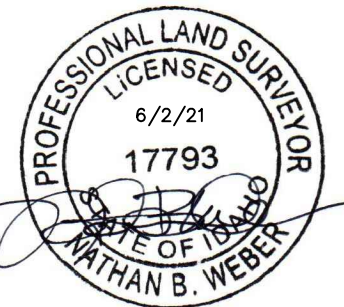


EXHIBIT B
SANITARY SEWER AND WATER
MAIN EASEMENT EXHIBIT



6891 S. 700 W. STE. 150
MIDVALE, UT 84070
office@diamondlandsur
Phone (801) 266-

Page 100

SCALE 1"=60'



AGENDA ITEM

ITEM TOPIC: Final Plat for Midgrove Plaza (FP-2021-0033) by Rodney Evans + Partners, PLLC, Located at 1450 E. Franklin Rd.



PUBLIC HEARING INFORMATION

Staff Contact: Sonya Allen

Meeting Date: June 15, 2021

Topic: Final Plat for Midgrove Plaza (FP-2021-0033) by Rodney Evans + Partners, PLLC,
Located at 1450 E. Franklin Rd.

Request:

Final plat consisting of 5 buildable lots on 12.84 acres of land in the C-G and I-L zoning districts.

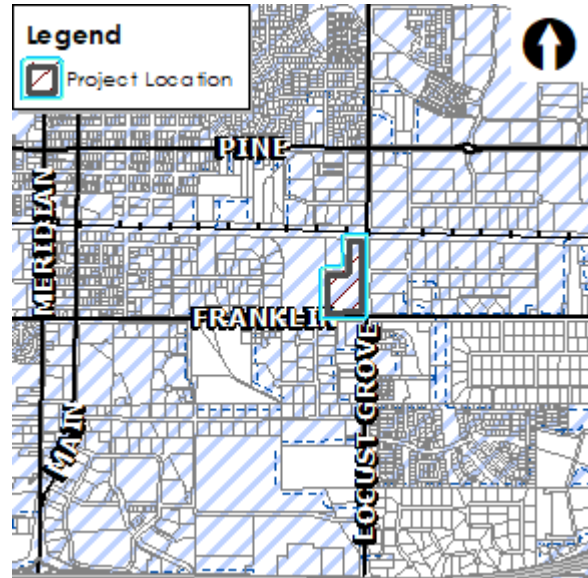
Information Resources:

[Click Here for Application Materials](#)

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 6/15/2021
TO: Mayor & City Council
FROM: Sonya Allen, Associate Planner
208-884-5533
SUBJECT: FP-2021-0033
Midgrove Plaza
LOCATION: 1450 E. Franklin Rd., in the SE ¼ of
Section 7, T.3N., R.1E. (Parcel
#S1107449996)



I. PROJECT DESCRIPTION

Final plat consisting of 5 buildable lots on 12.84-acres of land in the C-G and I-L zoning districts.

II. APPLICANT INFORMATION

A. Applicant/Representative:

Benjamin Semple, Rodney Evans + Partners, PLLC – 1014 S. LaPointe St., Ste. 3, Boise, ID 83706

B. Owner:

Arthur Berry – 4804 Roberts Rd., Boise, ID 83705

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat and associated conditions of approval as required by UDC 11-6B-3C.2. There is one (1) fewer buildable lot than shown on the approved preliminary plat. Therefore, Staff finds the proposed final plat is in substantial compliance with the approved preliminary plat as required.

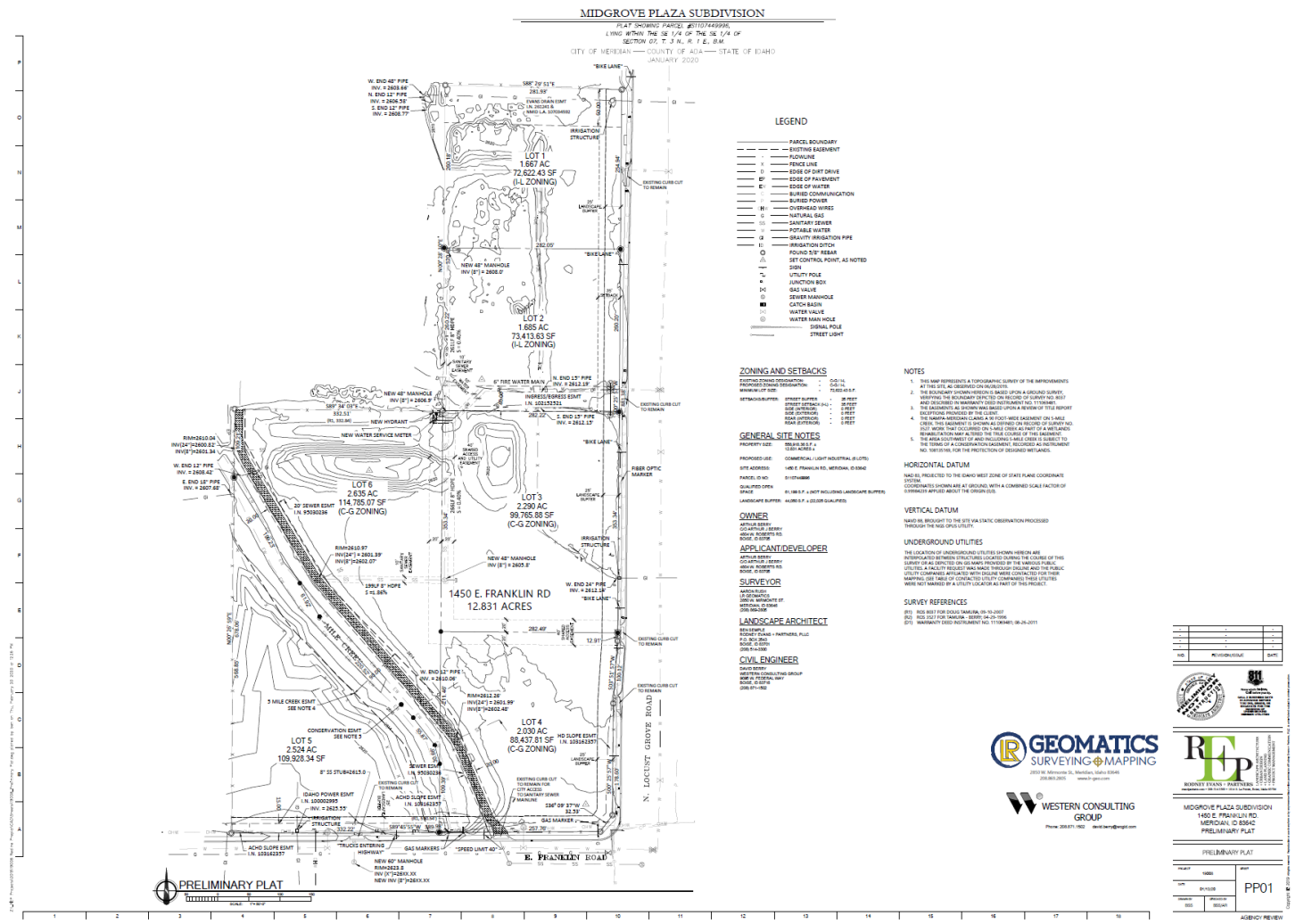
IV. DECISION

A. Staff:

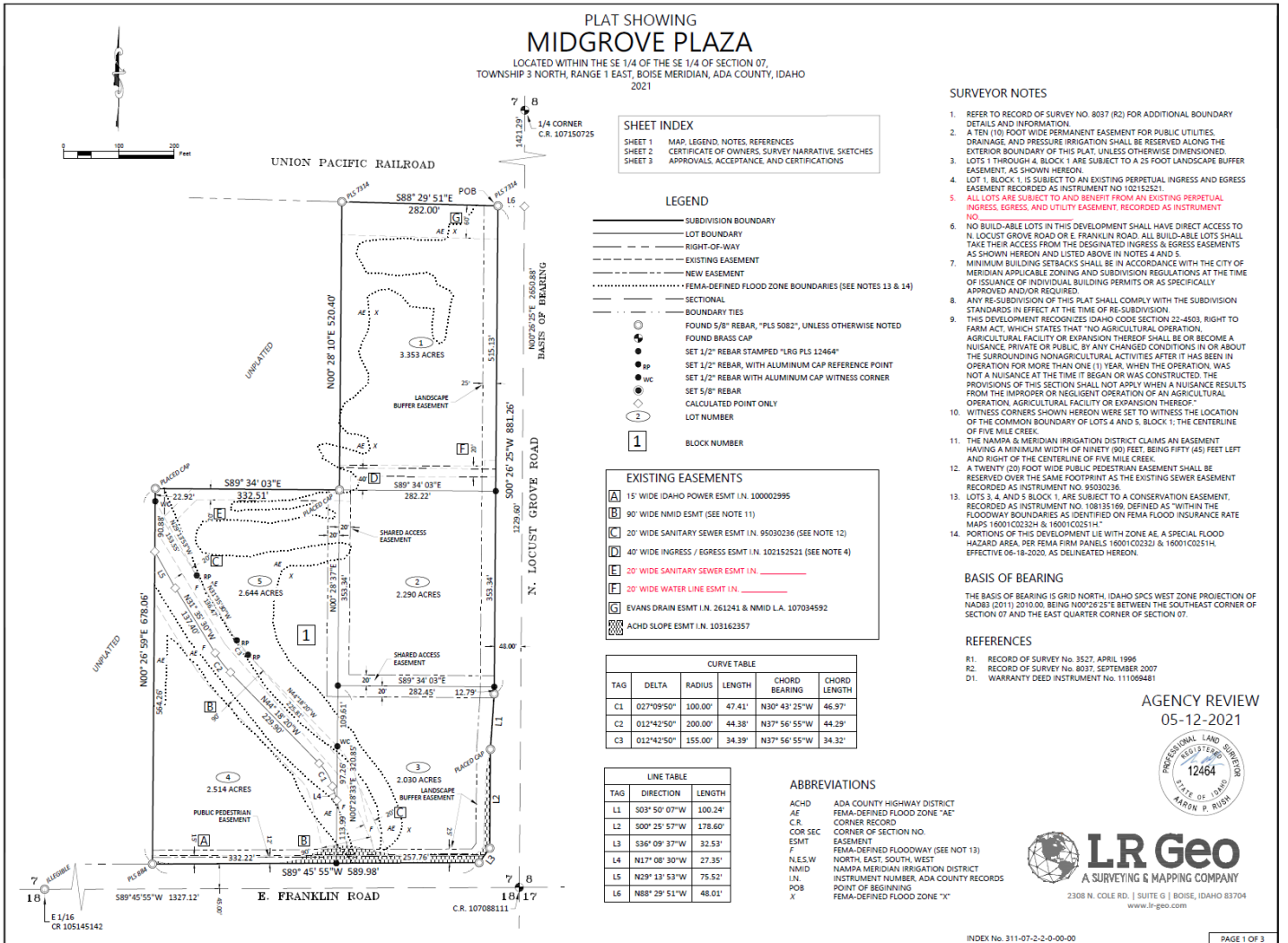
Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report.

V. EXHIBITS

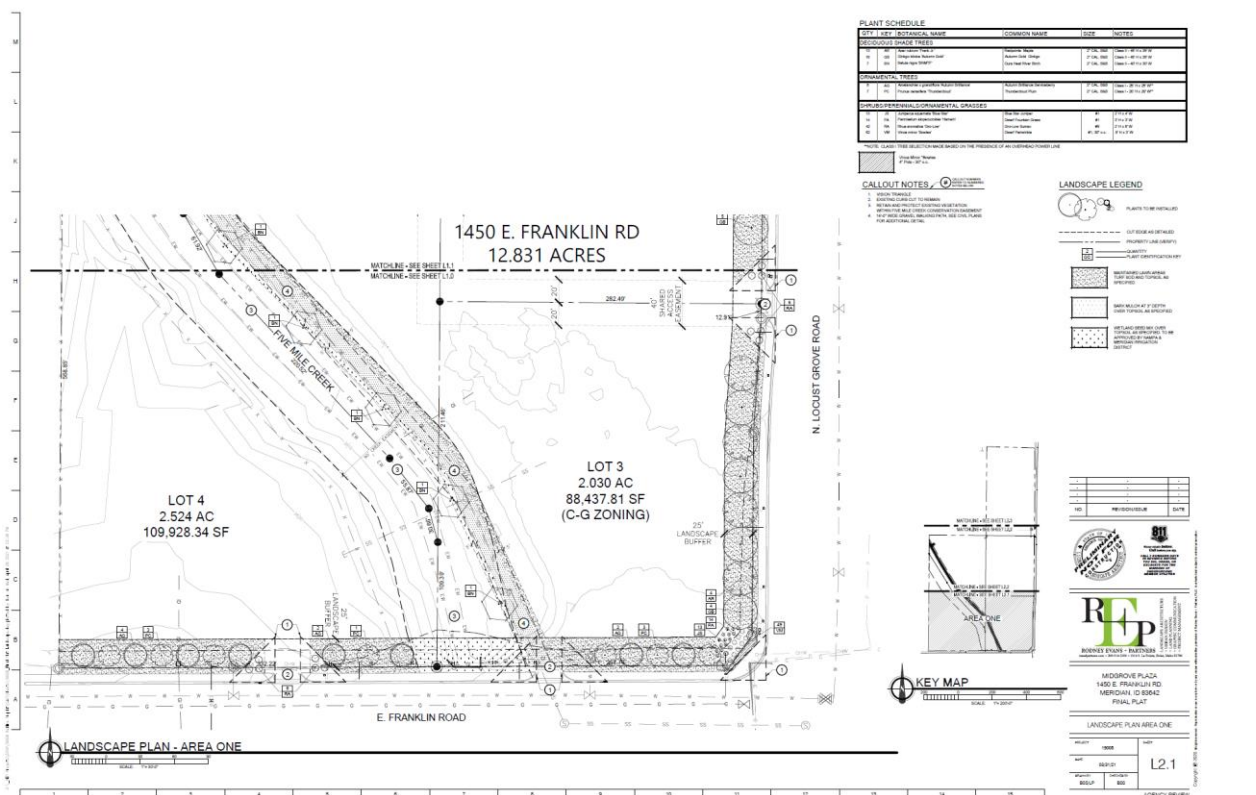
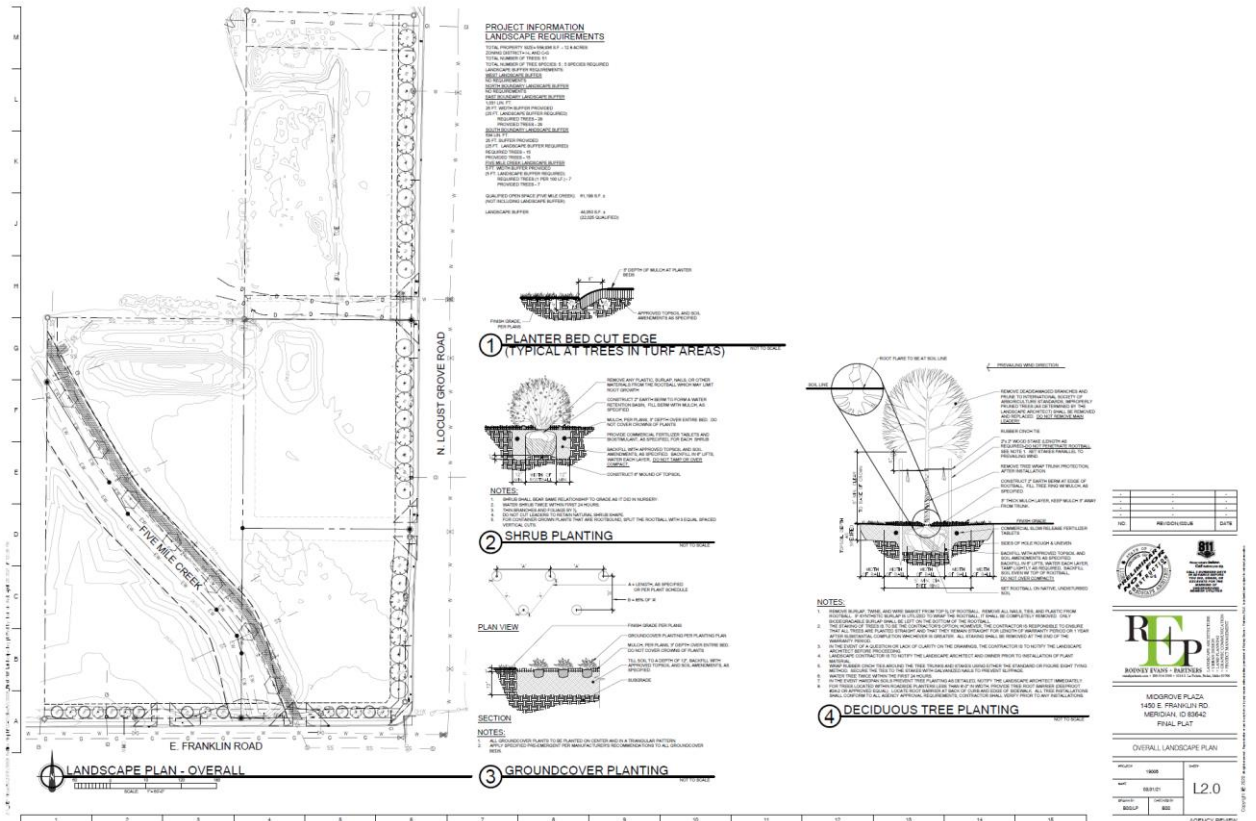
A. Preliminary Plat (date: 1/13/20)

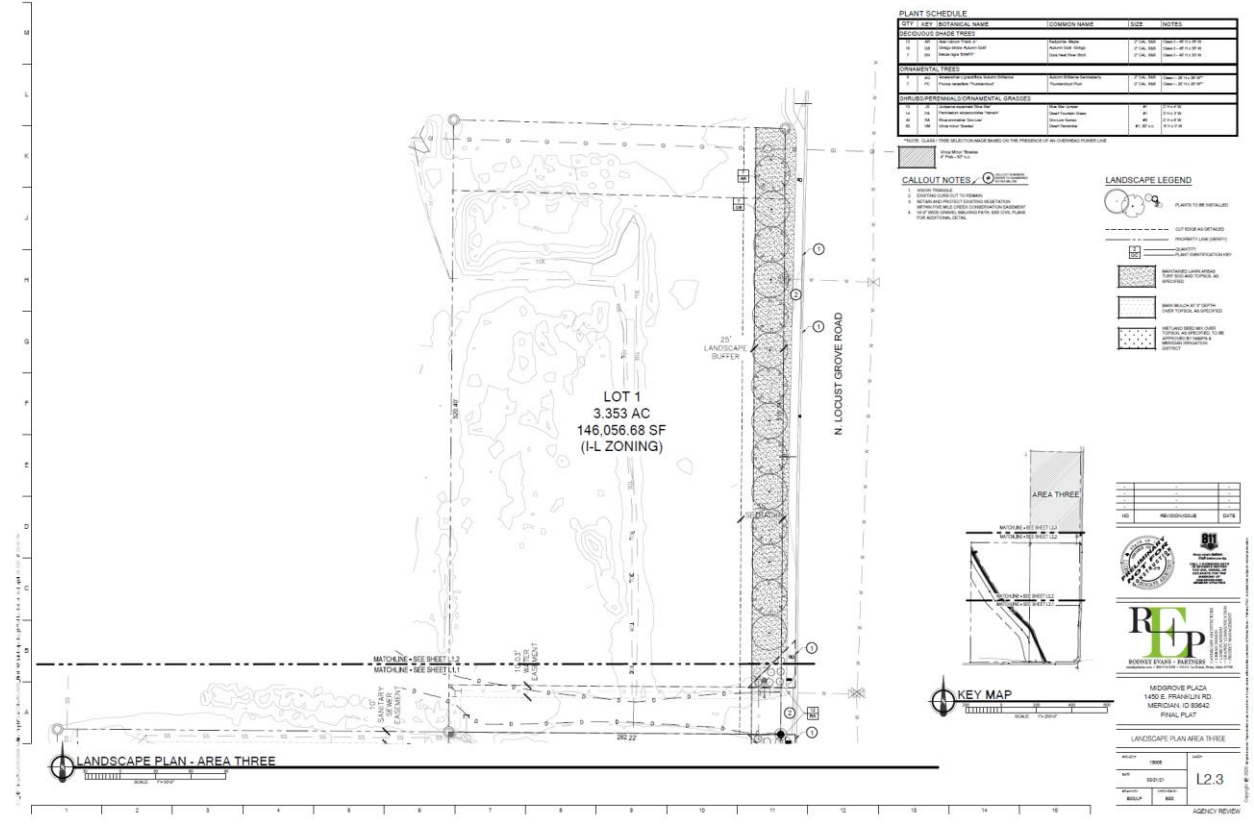
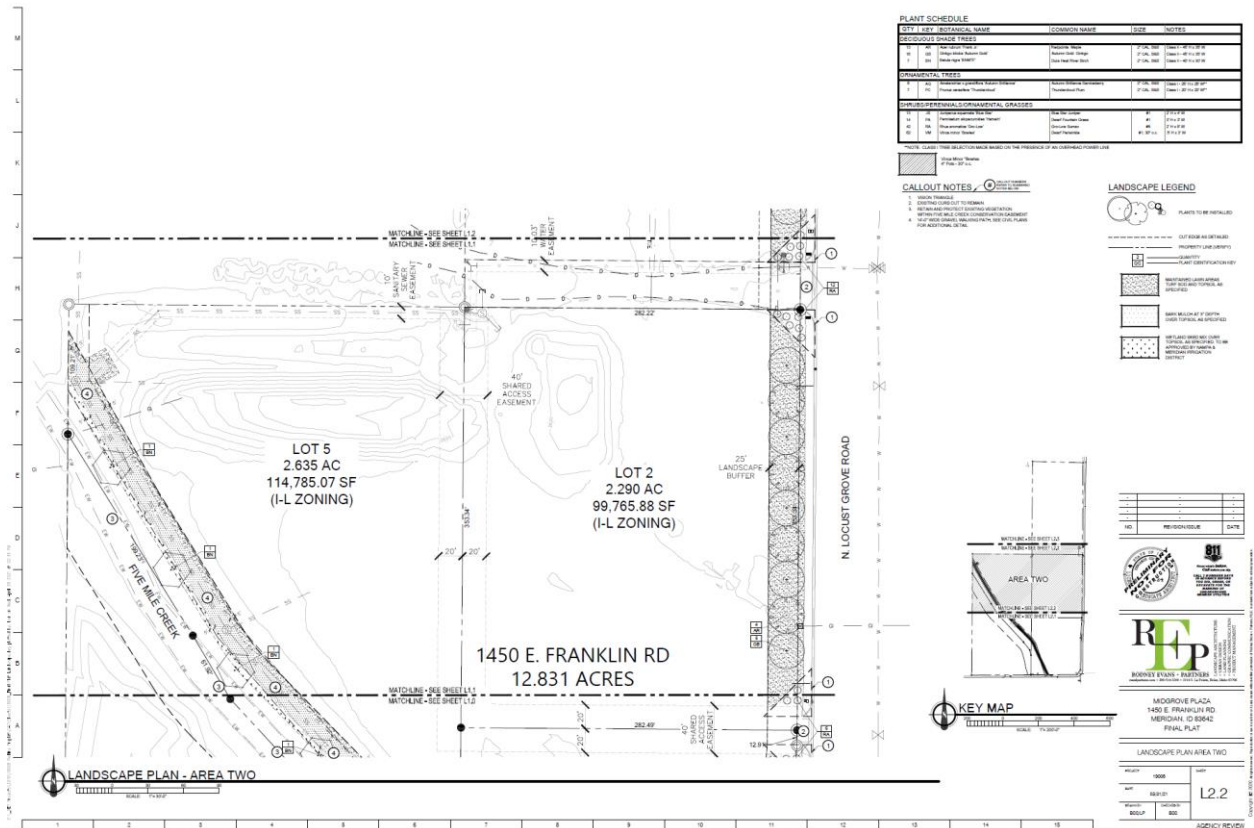


B. Final Plat (date: 5/12/2021)



C. Landscape Plan (date: 3/31/2021)





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 (H-2020-0029).
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of City Council's approval (by July 7, 2022) of the preliminary 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 LR Geo, stamped on 5/12/2021 by Aaron P. Rush, shall be revised as follows:
 - a. Modify note #5 as follows: A cross-access/ingress-egress easement shall be depicted between all lots in the subdivision and to the abutting property to the west through Lot 5 (Parcel #S1107449111) in accord with UDC 11-3A-3A.2.
 - b. Modify note #6 as follows: Include a note that prohibits direct lot access via N. Locust Grove Rd. and E. Franklin Rd. other than those accesses approved with the preliminary plat by the City and ACHD.
 - c. Existing Easements Table – "E" and "F": Include recorded instrument numbers.

An electronic copy of the revised plat shall be submitted to the Planning Division prior to signature on the final plat by the City Engineer.

5. The landscape plan shown in Section V.C, prepared by Rodney Evans + Partners, dated 3/31/21, shall be revised as follows:
 - a. Depict shrubs along with the proposed trees within the buffers along the multi-use pathway and the street buffers along Franklin & Locust Grove Roads in accord with UDC 11-3B-7C.3a and 11-3B-12C.2.

An electronic copy of the revised landscape plan shall be submitted to the Planning Division prior to signature on the final plat by the City Engineer.

6. A minimum 14-foot wide public pedestrian easement shall be submitted to the Planning Division for the multi-use pathway along the northeast side of the Five Mile Creek extending to the Franklin/Locust Grove Road intersection as required by the Park's Department prior to signature on the final plat by the City Engineer.
7. The Five Mile Creek shall be protected during construction and shall be left open as a natural amenity and shall not be piped or otherwise covered as set forth in UDC 11-3A-6B.1.
8. All future development shall comply with the minimum dimensional standards listed in UDC Tables 11-2B-3 for the C-G zoning district and 11-2C-3 for the I-L zoning district, as applicable.
9. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat does not relieve the Applicant of responsibility for compliance.

B. Public Works**Site Specific Conditions:**

1. Ensure no permanent structures are within City easements (including but not limited to trees, bushes, carports, trash enclosure walls, fences, storm water infiltration trenches, streetlights, etc.).
2. The sanitary sewer line that is shown extending through lot 6 to serve lots 1, 2, and 3 must be an 8" main due to line serving multiple lots. At each flow change a manhole will be required. Unless otherwise noted on the plans, 8" sewer lines are considered main and must be covered in a utility easement.
3. All sewer and water mains constructed in unimproved areas must have an access road built to Meridian City Design Standards.
4. The Geo Technical report submitted for the subject site points out numerous items that will require special attention. The design engineer for this project should pay particular close attention to the findings and recommendation for the successful design and performance of all foundation systems, sub-surface drainage, and utility trench backfill.
5. A Floodplain Development Permit required for this development. The SW area, including Five Mile Creek is subject to the terms of a conservation easement, recorded as instrument No 108135169 for the protection of designed wetlands. Development with floodway, requires a no-rise analysis.
6. An additional streetlight is required on the west boundary of Franklin Road. 30-foot Davit poles are allowed when there is an overhead utility conflict. The lights on Locust Grove Road shall be Type 1, 35 feet high with a 12 Mast Arm.

General Conditions:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.

6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
12. Developer shall coordinate mailbox locations with the Meridian Post Office.
13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental

Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.

19. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. **DO NOT RECORD.** Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to signature of the final plat by the City Engineer.
20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Artemisia Subdivision (H-2021-0014) by Engineering Solutions, LLP, Located at 1690 W. Overland Rd.

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



In the Matter of the Request for Annexation and Zoning of 25.67-Acres of Land with a C-G (General Retail and Service Commercial) Zoning District; and, Preliminary Plat (PP) Consisting of 9 Commercial Buildable Lots on 19.26-Acres of Land in the Proposed C-G (General Retail and Service Commercial) Zoning District for Artemisia Subdivision, by Engineering Solutions, LLP.

Case No(s). H-2021-0014

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 annexation and 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 _____ 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.

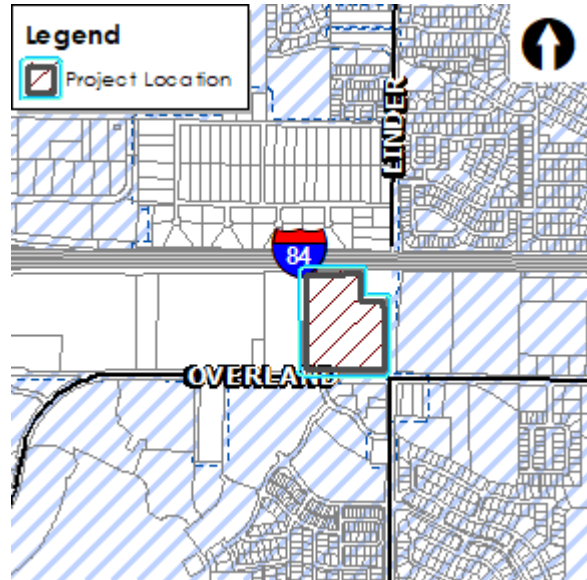
By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: June 1, 2021
 TO: Mayor & City Council
 FROM: Sonya Allen, Associate Planner
 208-884-5533
 SUBJECT: H-2021-0014
 Artemisia Subdivision – AZ, PP
 LOCATION: 1690 W. Overland Rd., in the SE ¼ of Section 14, T.3N., R.1W. (Parcel #S1214449107)



I. PROJECT DESCRIPTION

Annexation and zoning (AZ) of 25.67-acres of land with a C-G (General Retail and Service Commercial) zoning district; and, Preliminary Plat (PP) consisting of 9 commercial buildable lots on 19.26-acres of land in the proposed C-G (General Retail and Service Commercial) zoning district.

II. SUMMARY OF REPORT

A. Project Summary

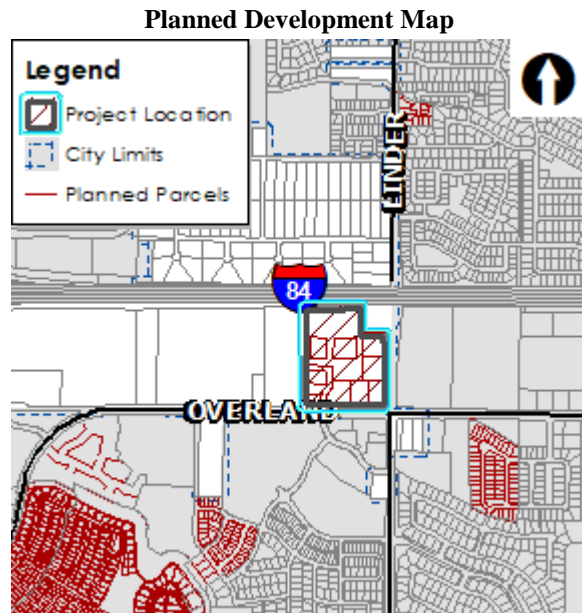
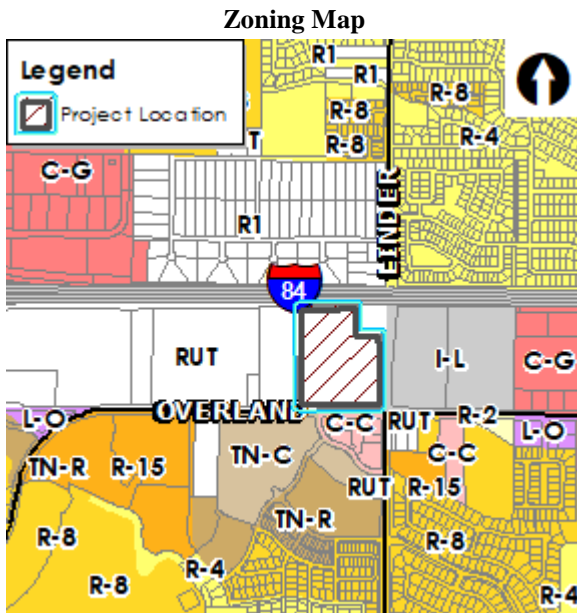
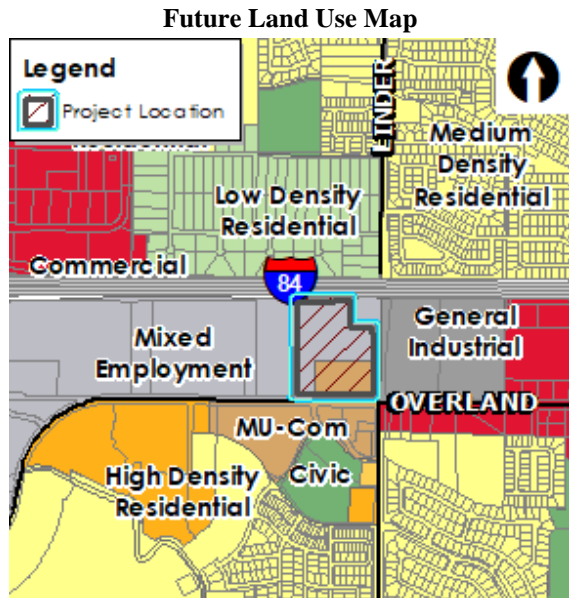
Description	Details	Page
Acreage	25.67-acres (AZ); 19.26-acres (PP)	
Existing/Proposed Zoning	RUT in Ada County/C-G	
Future Land Use Designation	Mixed Employment (ME) (13.4+/- acres) & Mixed-Use Commercial (MUC) (5.9+/- acres)	
Existing Land Use(s)	Single-family rural residential/agricultural	
Proposed Land Use(s)	Corporate office, parts sales, service, accessory center, RV maintenance	
Lots (# and type; bldg./common)	9 buildable lots/0 common lots	
Phasing Plan (# of phases)	1 phase	
Number of Residential Units (type of units)	0	
Physical Features (waterways, hazards, flood plain, hillside)	The Hardin Drain runs along the northeast corner of this site.	
Neighborhood meeting date; # of attendees:	8/26/20; 3 attendees & 2/4/21; no attendees	
History (previous approvals)	None	

B. Community Metrics

Description	Details	Pg
Ada County Highway District		
<ul style="list-style-type: none"> Staff report (yes/no) Requires ACHD Commission Action (yes/no) 	<p>Yes</p> <p>No</p> <p>A Traffic Impact Study (TIS) was not required.</p>	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	One access is proposed via W. Overland Rd., a 5-lane arterial street along the southern boundary of the site.	
Traffic Level of Service	Better than “D” (acceptable LOS is “E”)	
Stub Street/Interconnectivity/Cross Access	One stub street (W. Tasa St.) is proposed at the west boundary of the site for future extension	
Existing Road Network	W. Overland Rd. runs along the southern boundary of the site	
Existing Arterial Sidewalks / Buffers	No sidewalks exist along W. Overland Rd. adjacent to this site.	
Proposed Road Improvements	<p>Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):</p> <ul style="list-style-type: none"> Linder Road is scheduled in the IFYWP to be constructed as a new 4-lane I-84 overpass and widened to 5-lanes on each side of I-84 with a level 3 bike facility from Franklin Road to Overland Road in the future. The intersection of Overland Road and Linder Road is listed in the CIP to be widened 6-lanes on the north and south legs and 7-lanes on the east west legs and signalized between 2036 and 2040. 	
Fire Service		
<ul style="list-style-type: none"> Distance to Fire Station 	0.1 mile	
<ul style="list-style-type: none"> Fire Response Time 	Falls within 5:00 minute response time area - nearest station is Fire Station #6 – <i>can</i> meet response time goals	
<ul style="list-style-type: none"> Resource Reliability 	87% - <i>does</i> meet the target goal of 80% or greater	
<ul style="list-style-type: none"> Risk Identification 	4 – current resources would <i>not</i> be adequate to supply service (large building with high fire loading)	
<ul style="list-style-type: none"> Accessibility 	Project meets all required access, road widths and turnaround.	
<ul style="list-style-type: none"> Special/resource needs 	Project will require an aerial device; can meet this need in the required timeframe if a truck company is required.	
<ul style="list-style-type: none"> Water Supply 	Requires 2,500 gallons per minute for two hours, may be less if buildings are fully sprinklered.	
<ul style="list-style-type: none"> Other Resources 		
Wastewater		
<ul style="list-style-type: none"> Distance to Sewer Services 	Directly adjacent	
<ul style="list-style-type: none"> Sewer Shed 	South Black Cat Trunk Shed	
<ul style="list-style-type: none"> Estimated Project Sewer ERU’s 	See application	
<ul style="list-style-type: none"> WRRF Declining Balance 	14.08	
<ul style="list-style-type: none"> Project Consistent with WW Master Plan/Facility Plan 	Yes	
<ul style="list-style-type: none"> Impacts/concerns 	<ul style="list-style-type: none"> Flow is committed See Public Works Site Specific Conditions 	

Water	
• Distance to Water Services	Directly adjacent
• Pressure Zone	3
• Estimated Project Water ERU's	See application
• Water Quality Concerns	None
• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	See Public Works Site Specific Conditions

C. Project Area Maps



A. Applicant:

Engineering Solutions, LLP – 1029 N. Rosario St., Ste. 100, Meridian, ID 83642

B. Owners:

Idaho Auto Mall, LLC – 8854 W. Emerald St., Boise, ID 83704-4830

C. Representative:

Becky McKay, Engineering Solutions, LLP – 1029 N. Rosario St., Ste. 100, Meridian, ID 83642

III. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Notification published in newspaper	3/26/2021	5/14/2021
Notification mailed to property owners within 300 feet	3/24/2021	5/11/2021
Applicant posted public hearing notice on site	4/3/2021	5/15/2021
Nextdoor posting	3/24/2021	5/12/2021

IV. COMPREHENSIVE PLAN ANALYSIS ([Comprehensive Plan](#))

Land Use: The Future Land Use Map (FLUM) contained in the Comprehensive Plan designates the northern and western 13.4+/- acres of this site as Mixed Employment (ME) and the 5.9 acres at the southeast corner of the site as Mixed-Use Commercial (MUC). This site is within the area governed by the Ten Mile Interchange Specific Area Plan ([TMISAP](#)).

The purpose of ME designated areas is to encourage a diversity of compatible land uses that may include a mixture of office, research and specialized employment areas, light industrial including manufacturing and assembly, and other miscellaneous uses. These areas generally do not include retail and consumer service uses serving the wider community. However, a small amount of retail and service establishments, primarily serving employees and users of the ME areas or nearby industrial areas, are allowed.

ME areas should provide a variety of flexible sites for small, local or start-up businesses, as well as sites for large national or regional enterprises. ME areas should be designed to encourage multimodal travel and convenient circulation to supporting uses located within the area. Buildings are anticipated to range in height from 1-4 stories, have total floor areas of 10,000-1,000,000 square feet, with a FAR that will exceed .75.

The purpose of MUC designated areas is to encourage the development of a mixture of office, retail, recreational, employment and other miscellaneous uses, with supporting multi-family or single-family attached residential uses. This designation requires developments to integrate the three major use categories – residential, commercial and employment. Traditional neighborhood design concepts with a strong pedestrian-oriented focus are essential. Development within these areas exhibit quality building and site design and an attractive pedestrian environment with a strong street character.

The northern portion of the site, designated ME, is proposed to develop first with two (2) single-story structures with a combined square footage of 92,307 for Kendall Ford Auto Center, a regional company; proposed uses include vehicle sales and service and retail sale of vehicle accessories. A

variety of lot sizes are proposed on the MUC designated southern portion of the site for future retail and office uses adjacent to W. Overland Rd.

Staff believes the proposed uses are generally consistent with the associated ME and MUC FLUM designations and will contribute to the variety of uses already in this area and with future uses. Existing uses consist of single-family and multi-family residential uses to the south and southwest, which provide the residential component of the mixed-use area although not an integrated part of the development; office to the south; recreational vehicle sales, retail parts/accessories sales and service to the east; and future mixed employment uses to the west. **Future development along Overland Rd. and internal local streets should incorporate street-oriented design consistent with the TMISAP for commercial developments.**

Transportation: The Transportation System Map in the TMISAP depicts arterial streets along the south and east boundaries of the site – Overland Rd. exists along the south boundary as a 5-lane roadway and Linder Rd. is listed in the IFYWP to be constructed as a 5-lane roadway and a 4-lane overpass in the future along the east boundary of the site. A local street is depicted through the western portion of this site from Overland Rd. to the west boundary of this site consistent with that shown on the proposed preliminary plat.

Mixed-Use Commercial areas must include an integrated system of sidewalks, walkways and pathways that provide access to all structures and spaces within a development. Sidewalks should *not* be located immediately adjacent to the curb – they should be separated from the curb by a minimum 4-foot wide planting strip planted with street trees and other landscaping. A loop pathway is proposed on the landscape plan around the perimeter of this site as an amenity for employees and the public.

Street furnishings such as seating, newspaper racks, bollards, trash receptacles, bicycle racks and other elements important to the functioning of an effective pedestrian environment should be provided as set forth in the TMISAP (Street Furniture, pgs. 3-28 – 3-29).

Exterior lighting should be used to provide illumination for the security and safety of entry drives, parking, service and loading areas, pathways, courtyards and plazas, without intruding on adjacent properties. Site lighting should be architecturally compatible and consistent in design between sites. (See TMISAP, Lighting, pg. 3-30).

Design: In commercial developments, building orientation and setbacks should be close to the street with the main entrance of buildings oriented to the street (Street-Oriented Design, pg. 3-33).

For all new commercial and mixed-use buildings, a continuous unbroken frontage along required build-to lines to a minimum height of 30-feet should be constructed for at least 75% of the property frontage. Adjustments to this requirement may be allowed, such as modest setbacks to accommodate additional sidewalk space for café seating, or breaks in frontage for the creation of pocket parks. New Buildings at street intersections should “hold the corners” and avoid introducing additional building setbacks unless a new public space is specified. At least 40% of the linear dimension of the street level frontages shall be in windows or doorways; street level windows shall be clear or tinted visually permeable glass (mirrored or reflective glass is prohibited). Window sills shall be located no higher than 3’6” above adjacent exterior grade; headers shall be located no lower than 8’0” above adjacent exterior grade. No wall frontage shall continue uninterrupted by a window or a functional public access doorway for a linear distance of greater than 12’. The principal doorway for public entry into a building shall be from the fronting street. Corner entrances may be provided on corner lot buildings (Commercial and Mixed-Use Buildings, pg. 3-33). No parking should be placed between a building and the fronting primary or secondary street (Commercial Activity Centers, pg. 3-37).

The space between a building façade and the adjacent sidewalk or walkway should be appropriately landscaped with a combination of lawn, groundcover, shrubs and appropriate trees (Building Facades, pg. 3-38).

Low-rise buildings of 2-4 stories over much of the area is desired (Building Heights, pg. 3-38).

Buildings should be designed with clearly delineated bases, bodies and tops (Base, Body and Top, pg. 3-39).

Comply with the general recommendations for Activity Centers noted on pg. 3-40.

Awnings shall be provided on building facades for climate protection for pedestrians and shall extend a minimum of 5-feet from the façade of the fronting structure – 8-feet is preferable in wider pedestrian environments (Awnings, pg. 3-45).

Signs should be designed to contribute to the overall character, identity and way finding system. The colors, materials, sizes, shapes and lighting of signs should be compatible with the architecture of the buildings and the businesses they identify (Signs, pg. 3-46).

High quality public art should be incorporated into the design of streetscapes, public buildings, parks, transit, infrastructure, and other public projects (Public Art, pg. 3-47). The Applicant proposes a focal point at the northwest corner of Linder & Overland Roads with a sculpture and masonry signage (see detail on Sheet L1.40 of the landscape plan in Section VII.C).

Open civic spaces should be provided in commercial activity centers/mixed use environments and should be located adjacent to an accessible from at least one primary street (3-48). Linear open space with a pedestrian walkway is proposed around the perimeter of the development; additional common/gathering area(s) should be provided within the commercial/office portion of the development.

Comprehensive Plan Policies: The following Comprehensive Plan Policies are applicable to this development:

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

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 uses should be compatible with similar uses (Camping World & Bish’s RV) and zoning (I-L) to the east, future mixed employment uses to the west, and multi-family residential, office and future commercial uses to the south across Overland Rd.

- “Encourage and support mixed-use areas that provide the benefits of being able to live, shop, dine, play, and work in close proximity, thereby reducing vehicle trips, and enhancing overall livability and sustainability.” (3.06.02B)

The anticipated retail uses should provide shopping opportunities for area residents and employees of the proposed auto center and offices. The proposed auto center will provide jobs within close proximity of single-family and multi-family residential uses to the south across Overland Rd.

- “Encourage the development of supportive commercial near employment areas.” (3.06.02C)

The proposed retail uses should provide supportive uses for the auto center and office uses.

- “Require pedestrian circulation plans to ensure safety and convenient access across large

commercial and mixed-use developments.” (3.07.02A)

*The landscape plan depicts a pedestrian walkway within the landscape buffers around the perimeter of the development and sidewalks along internal public streets. **Additional internal pedestrian walkways should be provided between buildings within the site for pedestrian connectivity and from the perimeter sidewalks along Overland and Linder Roads to the main building entrances.***

- “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.

- “Require appropriate landscaping, buffers, and noise mitigation with new development along transportation corridors (setback, vegetation, low walls, berms, etc.)” (3.07.01C)

A 50-foot wide landscaped street buffer is required to be provided along the northern boundary of the site adjacent to I-84. The structures on Lot 1, Block 1 are proposed to be setback 315’+ from I-84.

- “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 for this area per the analysis above.

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

A. Annexation:

The proposed annexation is for 25.67-acres of land with a C-G (General Retail and Service Commercial) zoning district, which includes the ITD storm drainage area at the northeast corner of the site and the right-of-way to the section/center line of adjacent streets. The proposed C-G zoning is consistent with the associated ME and MUC FLUM designations as is the proposed uses.

The proposed use of the property will include sales and service for commercial fleet operations for large commercial trucks and motorhomes; vehicle accessory sales; an installation facility for customizing vehicles; parts department; and reconditioning facility for used cars for Kendall Ford Auto Center. The Applicant anticipates the future uses on the six (6) lots located along W. Overland Rd. and adjacent to S. Spanish Sun Way to be retail and office space.

Vehicle sales and service, minor vehicle repair, retail sales, and professional services (i.e. offices) are all listed as principal permitted uses in the C-G zoning district per UDC Table [11-2B-2](#),

subject to the specific use standards in UDC 11-4-3 as applicable. *Note: Major vehicle repair is prohibited in the C-G zoning district.*

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 is 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 DA is required with this application, containing the provisions noted in Section VIII.A, as discussed herein.

B. Preliminary Plat:

The proposed plat consists of 9 commercial buildable lots on 19.26-acres of land in the proposed C-G zoning district. Lots range in size from 22,305 square feet (s.f.) (0.51-acre) to 422,643 s.f. (9.7-acres) with an average lot size of 87,625 s.f. (2.01-acres). The subdivision is proposed to develop in one (1) phase. *Note: The portion of the annexation area at the northeast corner of the site that is the ITD storm drainage area is not included in the proposed plat as it's been dedicated as right-of-way.*

The Applicant requests approval to obtain building permits and develop the Kendall Auto site on Lot 1, Block 1, prior to recordation of the final plat. Staff is amenable to this request as the subject parcel is considered a legal parcel eligible for development; however, prior to issuance of building permits for any other lots within the subdivision, the final plat should be recorded.

Existing Structures/Site Improvements:

There are no existing structures on this site; the previous home and accessory structures have been removed.

Proposed Use Analysis:

A variety of uses are proposed on lots in the subdivision including vehicle sales and service and retail sale of vehicle accessories; retail; and office uses.

Vehicle sales and service is listed as a principal permitted use in the C-G district and is subject to the specific use standards listed in UDC [11-4-3-38](#). Retail sales and professional services (i.e. offices) are also listed as a principal permitted use in the C-G district. Other uses are allowed as noted in the Allowed Uses in the Commercial Districts Table [11-2B-2](#).

Dimensional Standards:

Development of the proposed lots is required to comply with the dimensional standards of the C-G zoning district in [UDC Table 11-2B-3](#).

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.

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

One (1) public street access (S. Spanish Sun Way) is proposed via W. Overland Rd. in alignment with that to the south. Direct lot access via W. Overland Rd. and S. Linder Rd. is prohibited.

One (1) stub street (W. Tasa St.) is proposed to the west boundary for future extension in accord with the Transportation System Map in the TMISAP. A temporary cul-de-sac is required to be constructed at the terminus of Tasa St. until the street is extended in the future.

Cross-access/ingress-egress easements are required to be granted between all lots in the subdivision in accord with UDC [11-3A-3A.2](#).

Capital Improvement Plan (CIP)/Integrated Five Year Work Plan (IFYWP): Per the ACHD report, Linder Rd. is scheduled in the IFYWP to be constructed as a new 4-lane I-84 overpass and widened to 5-lanes on each side of I-84 with a level 3 bike facility from Franklin Rd. to Overland Rd. in the future. The intersection of Overland Rd. and Linder Rd. is listed in the CIP to be widened to 6-lanes on the north and south legs and 7-lanes on the east west legs and signalized between 2036 and 2040.

A future traffic signal is planned in the CIP at the Linder/Overland Rd. intersection and scheduled for 2031-2035 but may be accelerated if the Linder Rd. overpass becomes a priority. For this reason, and because Overland Rd. is fully built-out, a Traffic Impact Study (TIS) was not required by ACHD with this application.

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

Off-street parking is required to be provided in accord with the standards listed in [UDC 11-3C-6B.1](#) for non-residential uses in commercial districts. Parking stalls and drive-aisles should comply with the dimensions in UDC Table [11-3C-5](#).

Pathways (UDC [11-3A-8](#)):

A 10' wide detached multi-use pathway is proposed as required within the street buffer along S. Linder Rd. in accord with the Pathways Master Plan. **The pathway should 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).** 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; detached sidewalks/pathway are required along W. Overland Rd. and S. Linder Rd., both arterial streets. and per the guidelines in the TMISAP.

In accord with the TMISAP and UDC 11-3A-17E, Staff recommends minimum 5-foot wide detached sidewalks are provided along all streets within the development.

Sidewalks/pathways should include dedicated crosswalks at the intersection with all streets within commercial activity centers and should be distinguished from surrounding paving as set forth in the TMISAP (Crosswalks, pg. 3-28).

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

Parkways are recommended along all streets within the development in accord with the TMISAP, planted with street trees and landscaping per the standards in UDC 11-3B-7C.

The minimum width of parkways planted with Class II trees is 8-feet; the minimum width of parkway planters for Class I and III trees is 10-feet. Planter widths for Class II trees may be reduced to 6-feet if root barriers are installed per the standards listed in UDC [11-3A-17E](#).

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

A 50-foot wide street buffer is required adjacent to I-84; 25-foot wide buffers are required along W. Overland Rd. and S. Linder Rd., arterial streets; and a 10-foot wide buffers are required along S. Spanish Sun Way and W. Tasa St., local streets, per UDC [Table 11-2B-3](#), landscaped per the standards listed in UDC [11-3B-7C](#). Street buffers with detached sidewalks are measured from back of curb. All street buffers are required to be maintained by the property owner or business owners' association per UDC 11-3B-7C.2b.

If residential uses abut any of the lots at the time of lot development, a minimum 25-foot wide street buffer shall be provided, landscaped per the standards in UDC 11-3B-9C. A residential use currently exists on the abutting property to the west.

Landscaping is required adjacent to the pathway along S. Linder Rd. 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.

Landscaping is required within parkways per the standards listed in UDC [11-3A-17](#) and [11-3B-7C](#).

There were existing trees on this site around the home that have been removed – the Applicant states these trees were diseased and trash trees that did not require mitigation. If any other trees exist on the site, mitigation may be required per the standards listed in UDC 11-3B-10C.5.

Contact the City Arborist, Matt Perkins, prior to removing any additional trees from the site to determine mitigation requirements.

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 [Geotechnical Engineering Report](#) for the subdivision.

The preliminary plat depicts an existing ITD storm drainage facility at the northeast corner of the site that is proposed to remain.

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. This property lies within the boundary of Nampa-Meridian Irrigation District; water delivery is from the Kennedy Lateral which is piped along Overland Rd. The Applicant proposes to install a pressure irrigation system along with a pump station adjacent to W. Overland Rd.

Utilities (UDC [11-3A-21](#)):

Utilities are required to be provided to the subdivision as required in UDC 11-3A-21. An existing 12-inch water main is located within Overland Rd. with a second 12-inch water main within the Linder Rd. right-of-way. An existing 30-inch sewer main line is located within Overland Rd.

Waterways (UDC [11-3A-6](#)):

The Hardin Drain is a large open waterway that lies within a 40-foot wide easement across the northeast corner of the site that is proposed to be piped with a 36-inch reinforced concrete pipe in accord with UDC 11-3A-6B.3. This project is not within the flood plain.

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

All fencing is required to comply with the standards listed in UDC 11-3A-7. A 6-foot tall chain-link fence exists around the ITD storm drainage facility which is proposed to remain. **No fencing is depicted on the plan around the Kendall Ford; Staff recommends if fencing is proposed for security that it be of a higher quality than chain-link (i.e. wrought iron) – the Applicant should clarify at the hearing if fencing will be proposed and if so, what type of fencing is proposed.**

Building Elevations (UDC [11-3A-19](#) | [Architectural Standards Manual](#)):

Conceptual building elevations were submitted for the Kendall Ford site as shown in Section VII.D. Two (2) single-story structures are proposed on Lot 1, Block 1 with building materials consisting of ACM panels (i.e. aluminum composite), corrugated horizontal metal panels, CMU in two (2) different colors; metal sunscreens and canopies are proposed over some windows.

Overhead doors are proposed on the north, east and west sides of the building. **Final design must comply with the design guidelines in the TMISAP and the design standards in the Architectural Standards Manual.**

VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation with the requirement of a development agreement and preliminary plat per the provisions noted in Section VIII, per the Findings in Section IX.

B. The Meridian Planning & Zoning Commission heard this item on April 15, 2021. At the public hearing, the Commission moved to approve the subject AZ & PP requests.

1. Summary of the Commission public hearing:

- a. In favor: Becky McKay, Engineering Solutions
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: Becky McKay, Engineering Solutions (in agreement with staff report)
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

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

- a. In favor of the location of the proposed use and site design.

4. Commission change(s) to Staff recommendation:

- a. None

C. The Meridian City Council heard these items on June 1, 2021. At the public hearing, the Council moved to approve the subject AZ and PP requests.

1. Summary of the City Council public hearing:

- a. In favor: Shari Stiles, Engineering Solutions
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

3. Key issue(s) of discussion by City Council:

- a. None

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

- a. Council allowed one building permit to be issued for Kendall Ford prior to recordation of the plat with the caveat that it's subject to approval by the Building Department (see condition #A.1f in Section VIII).

VII. EXHIBITS

A. Annexation Legal Description & Exhibit Map

Legal Description
Annexation & C-G Rezone – Proposed Artemisia Subdivision

A parcel being a portion of the SE ¼ of the SE ¼ of Section 14, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

BEGINNING at a Brass Cap monument marking the southeast corner of said Section 14, from which an Aluminum Cap monument marking the southwest corner of the SE ¼ of said Section 14 bears N 89°19'41" W a distance of 2661.68 feet;

Thence along the southerly boundary of said SE ¼ of the SE ¼, also being the centerline of W. Overland Road, N 89°19'41" W a distance of 923.89 feet to a point;

Thence leaving said centerline and southerly boundary N 0°40'19" E a distance of 1210.11 feet to point on the centerline of Interstate 84;

Thence along said centerline S 89°34'02" E a distance of 921.31 feet to a point on the easterly boundary of said SE ¼ of the SE ¼, also being the centerline of S. Linder Road;

Thence leaving the centerline of said Interstate 84 and along said easterly boundary and S. Linder Road centerline S 0°32'59" W a distance of 1213.95 feet to the **POINT OF BEGINNING**.

This parcel contains 25.67 acres and is subject to any easements existing or in use.

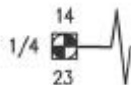
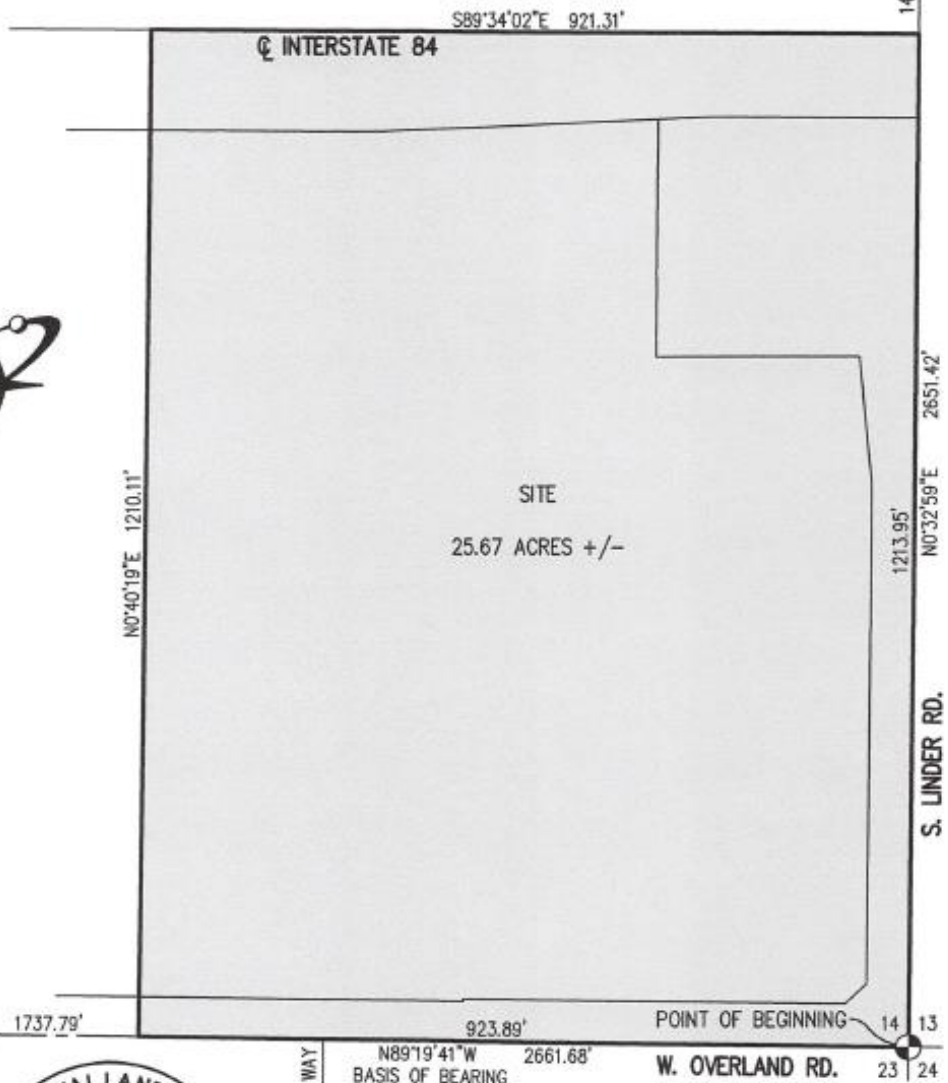
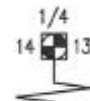
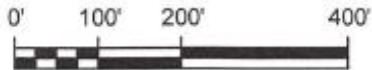
Clinton W. Hansen, PLS
Land Solutions, PC
March 5, 2021



CITY OF MERIDIAN ANNEXATION & C-G REZONE

PROPOSED ARTEMISIA SUBDIVISION

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 14, T.3N., R.1W., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO



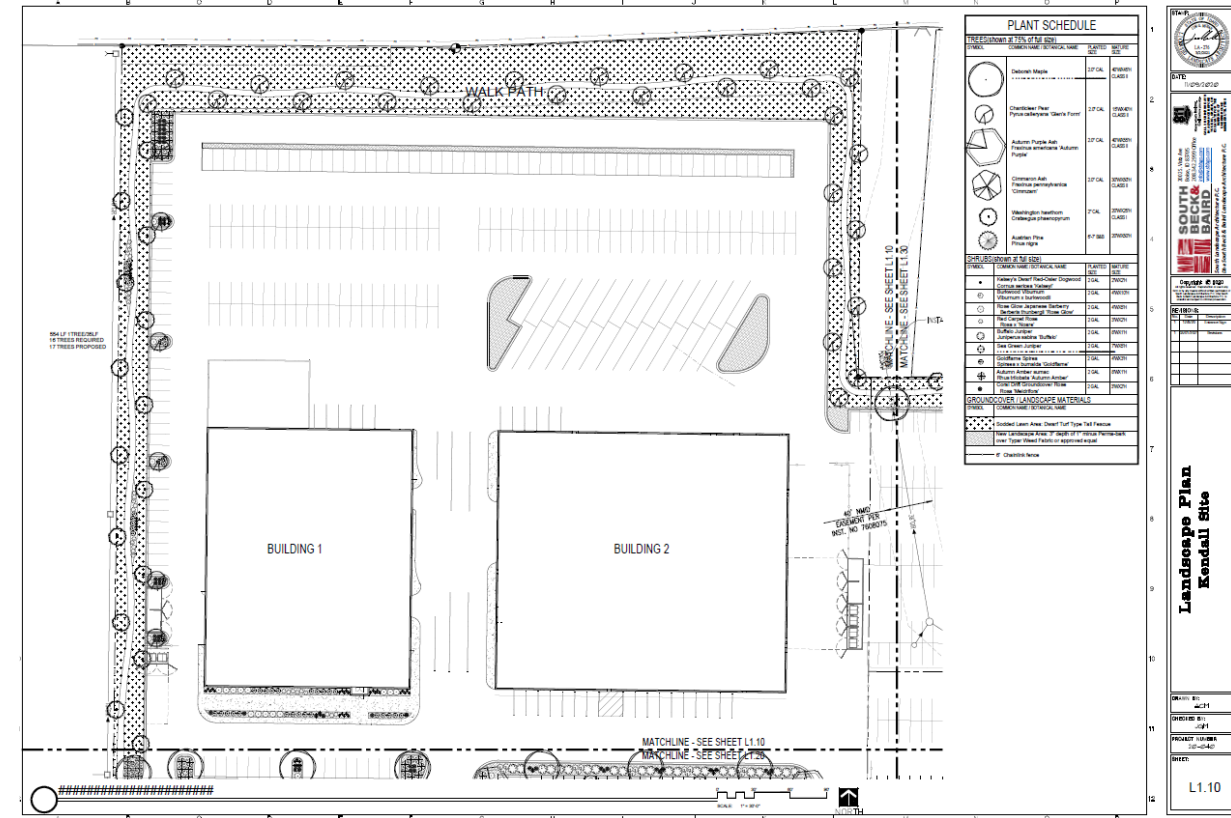
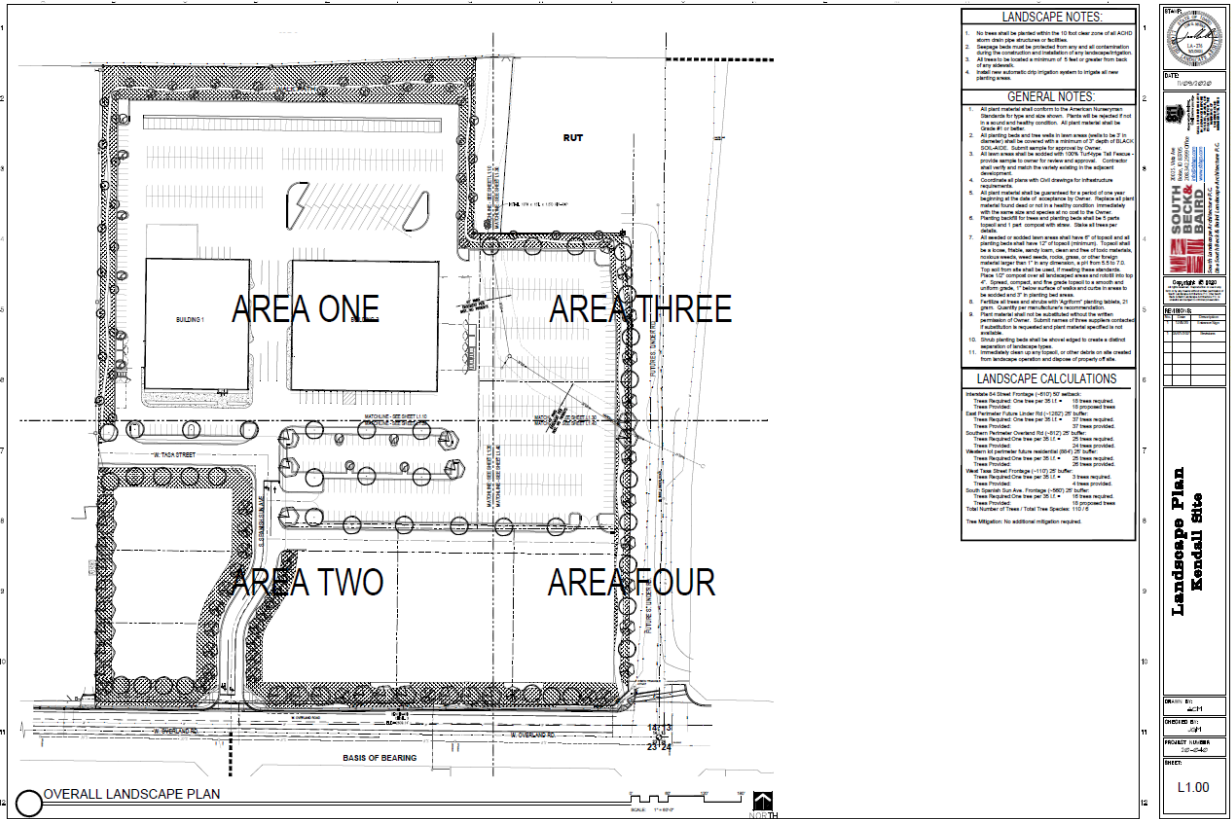
S. SPANISH SUN WAY

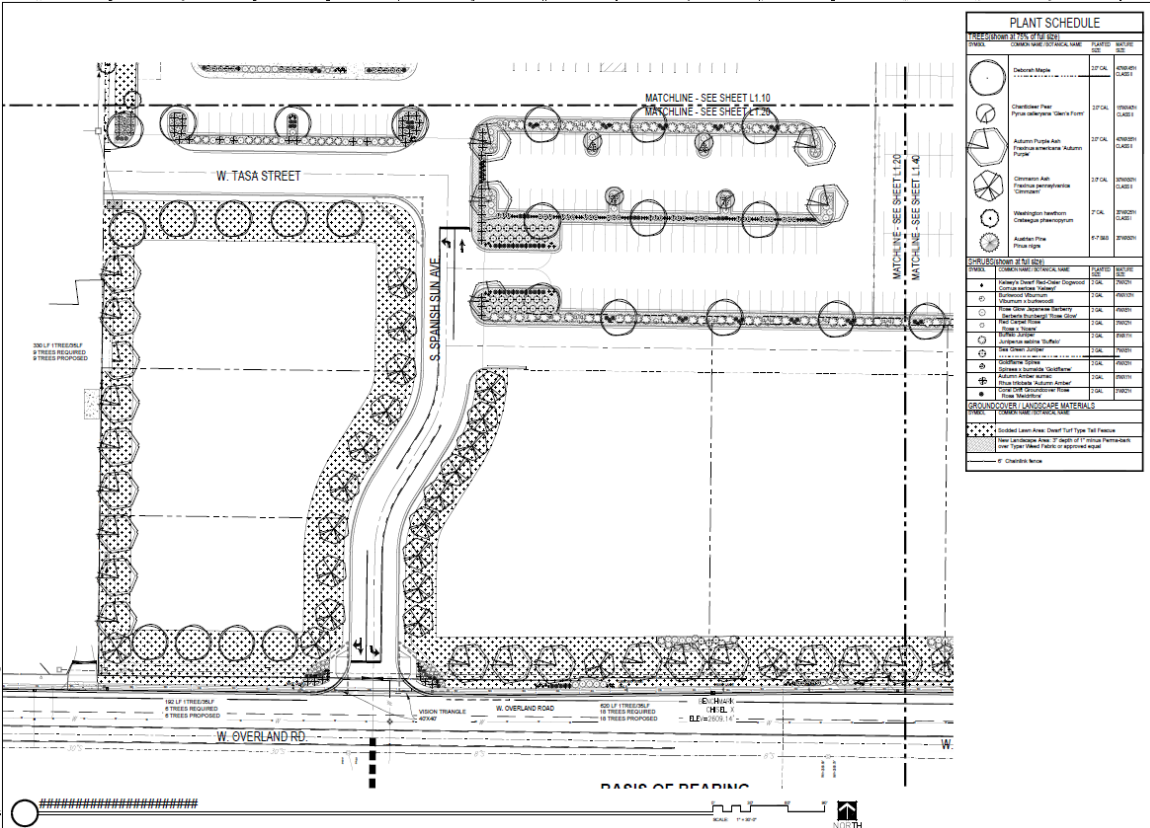


231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 19-72

C. Landscape Plan (date: 3/1/2021)



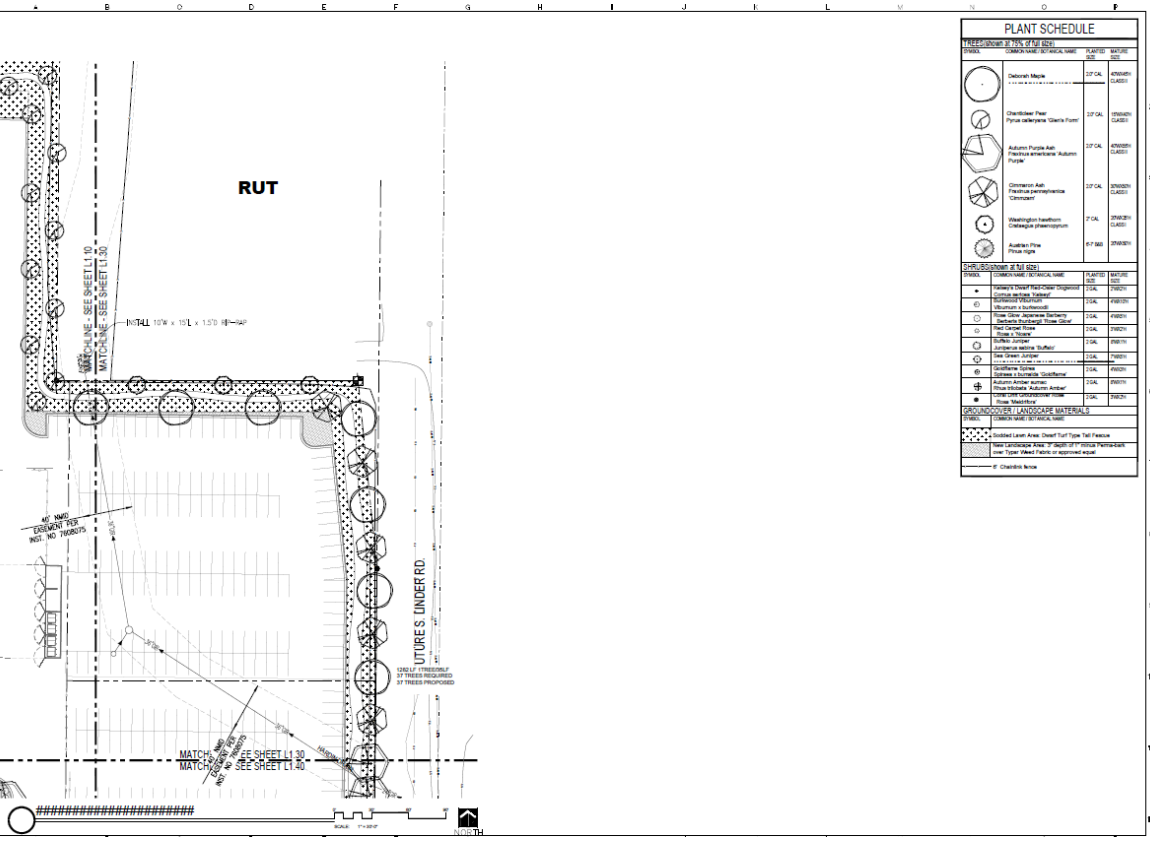


PLANT SCHEDULE

LANDSCAPE PLAN
Kendall Site
L.120

Scale: 1" = 40'-0"

North Arrow

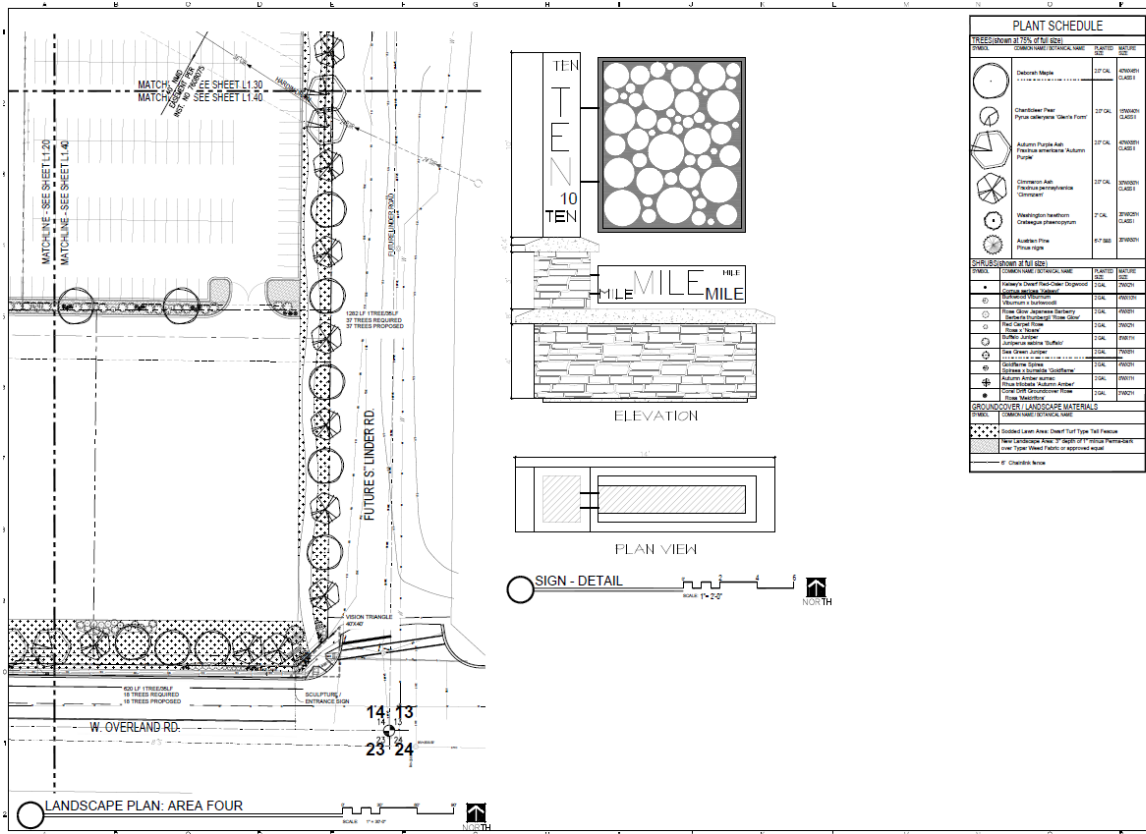


PLANT SCHEDULE

LANDSCAPE PLAN
Kendall Site
L.130

Scale: 1" = 40'-0"

North Arrow



PLANT SCHEDULE

PREPARED BY 10% OF TOTAL COST

NO.	SYMBOL	PLANT NAME	QTY	PRICE	TOTAL
1	(Symbol)	Delaware Maple	12	\$150.00	\$1,800.00
2	(Symbol)	Cherry Tree	12	\$150.00	\$1,800.00
3	(Symbol)	American Elm	12	\$150.00	\$1,800.00
4	(Symbol)	Washington Hawthorn	12	\$150.00	\$1,800.00
5	(Symbol)	Aspen Tree	12	\$150.00	\$1,800.00

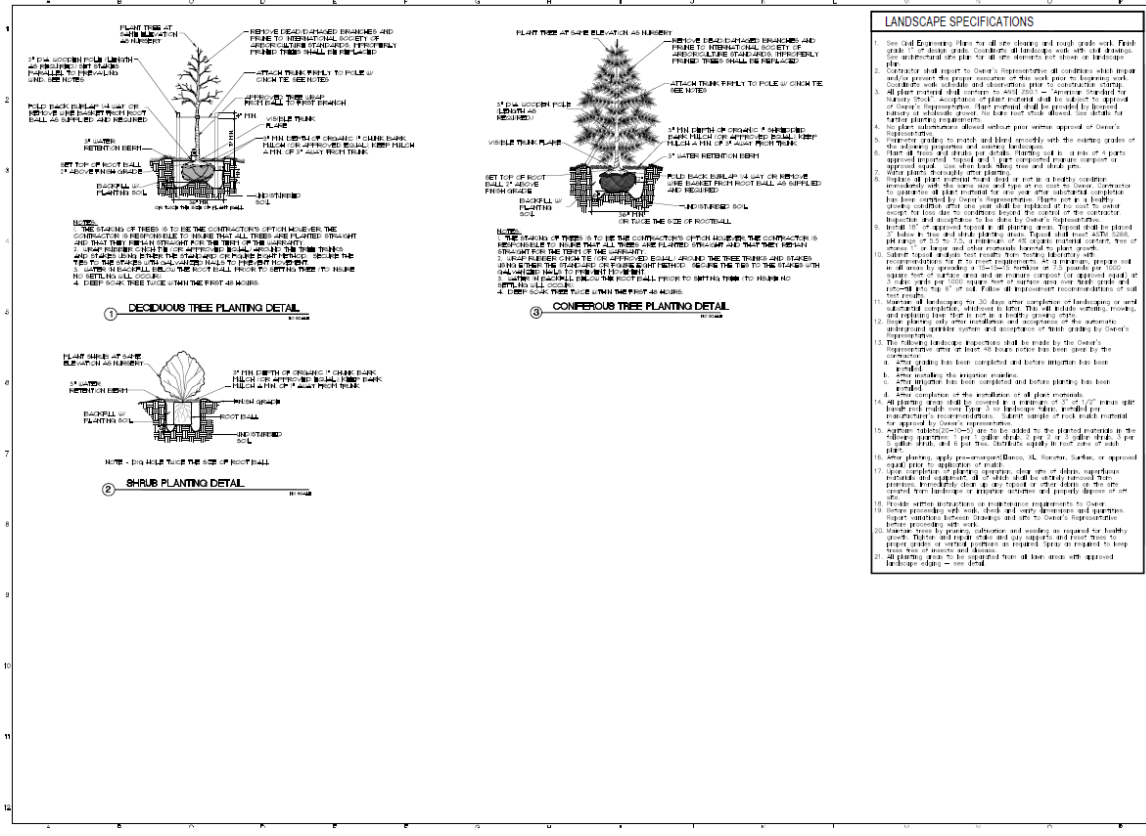
LANDSCAPE PLAN Kendall Site

SCALE: 1/4" = 1'-0"

DATE: 02/17/2010

PROJECT NUMBER: 107-6407

DESIGNER: [Logo]



LANDSCAPE PLAN Kendall Site

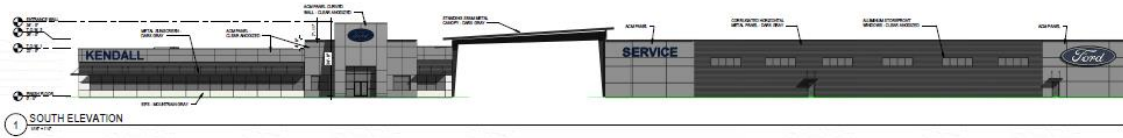
SCALE: 1/4" = 1'-0"

DATE: 02/17/2010

PROJECT NUMBER: 107-6407

DESIGNER: [Logo]

D. Conceptual Building Elevations (dated: 2/2/2021)



1 SOUTH ELEVATION



2 NORTH ELEVATION



3 EAST ELEVATION



4 WEST ELEVATION

PROPOSED KENDALL DEVELOPMENT
 OVERLAND ROAD
 MERIDIAN, ID

HOUSTON - BUGATSCH
 ARCHITECTS, CHARTERED

EXTERIOR COLOR
 ELEVATIONS
 A3.1



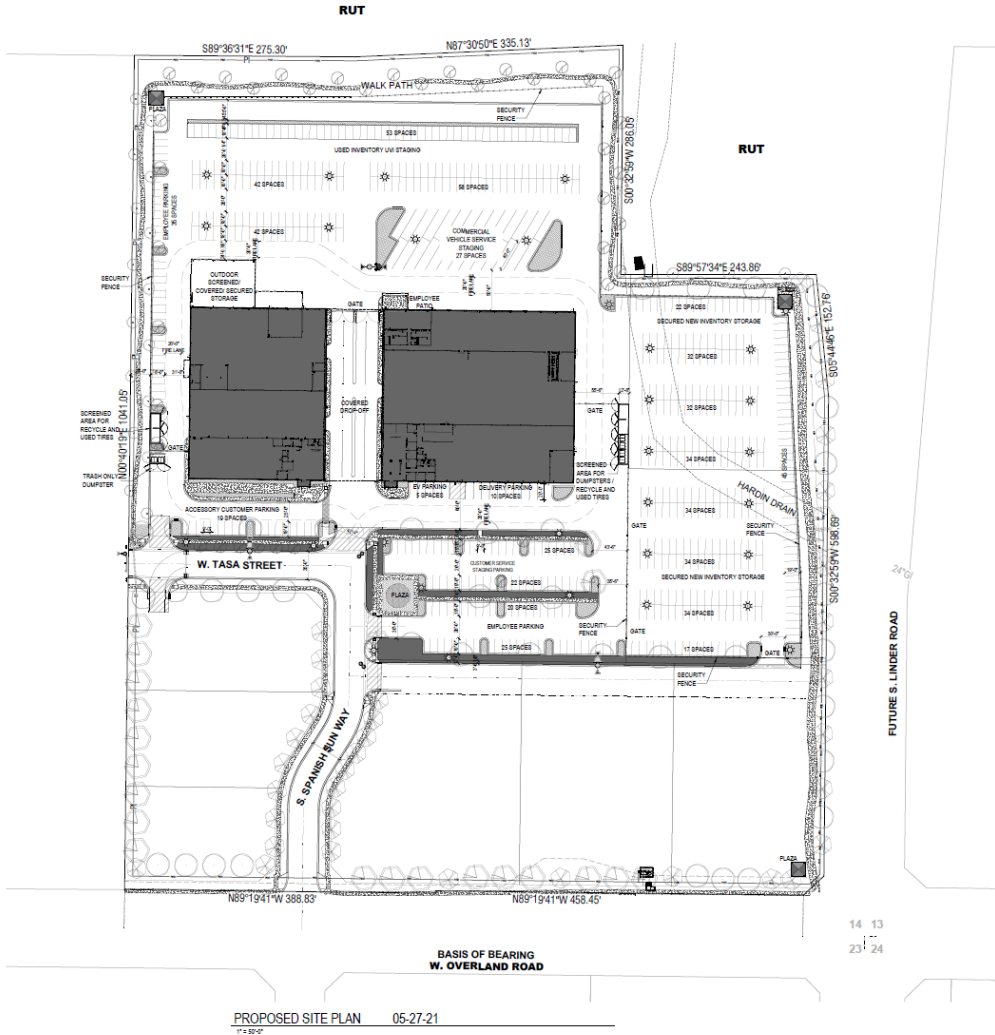






Item #7.

E. Updated Site Plan (dated: 3/2/2021) Presented at City Council Hearing – NOT REVIEWED OR APPROVED BY PLANNING STAFF



PRELIMINARY NOT FOR CONSTRUCTION	
NO. DESCRIPTION	DATE
PROPOSED KENDALL DEVELOPMENT OVERLAND ROAD MERCIDIAN, ID	
<small> THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY SUCH ERRORS OR OMISSIONS. THE DESIGNER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. </small>	
ARCHITECTS & ENGINEERS ARCHITECTS & ENGINEERS 1000 N. 10TH STREET BOISE, IDAHO 83702 TEL: 208.333.1111 FAX: 208.333.1112	
Checked by	RE
Date	05/27/21
Drawn by	ED
Job no.	
Checked by	RESEAP
Approved by	
OVERALL SITE PLAN	
A1.0	

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, landscape plan and conceptual building elevations submitted with the annexation application contained herein.
- b. Prior to development of the commercial/office portion of the development, the development agreement shall be amended to include a conceptual development plan that demonstrates consistency with the land use, transportation and design elements of the Ten Mile Interchange Specific Area Plan (TMISAP), including but not limited to the following:
 - (1) Provide minimum 6-foot wide parkways/planting strips and detached minimum 5-foot wide sidewalks along all streets within the development (Pedestrian & Bicycle System, pg. 3-27). *The minimum width of parkways planted with Class II trees is 8-feet; the minimum width of parkway planters for Class I and III trees is 10-feet. Planter widths for Class II trees may be reduced to 6-feet if root barriers are installed per the standards listed in UDC [11-3A-17E](#).*
 - (2) Sidewalks/pathways shall include dedicated crosswalks at the intersection with all streets within commercial activity centers and shall be distinguished from surrounding paving (Crosswalks, pg. 3-28).
 - (3) Street furnishings such as seating, newspaper racks, bollards, trash receptacles, bicycle racks and other elements important to the functioning of an effective pedestrian environment shall be provided (Street Furniture, pgs. 3-28 – 3-29).
 - (4) Exterior lighting should be used to provide illumination for the security and safety of entry drives, parking, service and loading areas, pathways, courtyards and plazas, without intruding on adjacent properties. Site lighting should be architecturally compatible and consistent in design between sites. (Lighting, pg. 3-30).
 - (5) Future development along Overland Rd. and internal local streets should incorporate street-oriented design consistent with the TMISAP for commercial developments.
 - (6) Building orientation and setbacks should be close to the street with the main entrance of buildings oriented to the street (Street-Oriented Design, pg. 3-33).
 - (7) A continuous unbroken frontage along required build-to lines to a minimum height of 30-feet should be constructed for at least 75% of the property frontage. Adjustments to this requirement may be allowed, such as modest setbacks to accommodate additional sidewalk space for café seating, or breaks in frontage for the creation of pocket parks.

New Buildings at street intersections should “hold the corners” and avoid introducing additional building setbacks unless a new public space is specified.

At least 40% of the linear dimension of the street level frontages shall be in windows or doorways; street level windows shall be clear or tinted visually permeable glass (mirrored or reflective glass is prohibited). Window sills shall be located no higher than 3'6" above adjacent exterior grade; headers shall be located no lower than 8'0" above adjacent exterior grade. No wall frontage shall continue uninterrupted by a window or a functional public access doorway for a linear distance of greater than 12'.

The principal doorway for public entry into a building shall be from the fronting street. Corner entrances may be provided on corner lot buildings (Commercial and Mixed-Use Buildings, pg. 3-33). No parking should be placed between a building and the fronting primary or secondary street (Commercial Activity Centers, pg. 3-37).

- (8) The space between a building façade and the adjacent sidewalk or walkway should be appropriately landscaped with a combination of lawn, groundcover, shrubs and appropriate trees (Building Facades, pg. 3-38).
 - (9) Low-rise buildings of 2-4 stories over much of the area is desired (Building Heights, pg. 3-38).
 - (10) Buildings should be designed with clearly delineated bases, bodies and tops (Base, Body and Top, pg. 3-39).
 - (11) Comply with the general recommendations for Activity Centers noted on pg. 3-40.
 - (12) Awnings shall be provided on building facades for climate protection for pedestrians and shall extend a minimum of 5-feet from the façade of the fronting structure – 8-feet is preferable in wider pedestrian environments (Awnings, pg. 3-45).
 - (13) Signs should be designed to contribute to the overall character, identity and way finding system. The colors, materials, sizes, shapes and lighting of signs should be compatible with the architecture of the buildings and the businesses they identify (Signs, pg. 3-46).
 - (14) High quality public art should be incorporated into the design of streetscapes, public buildings, parks, transit, infrastructure, and other public projects (Public Art, pg. 3-47).
 - (15) Open civic spaces should be provided in commercial activity centers/mixed use environments and should be located adjacent to an accessible from at least one primary street (3-48).
- c. Minimum 5-foot wide pedestrian walkways shall be provided from the perimeter sidewalks along Overland and Linder Roads to the main building entrances in accord with UDC 11-3A-19B.4a.
 - d. Internal pedestrian walkways shall be provided between buildings within the site for pedestrian connectivity. Internal walkways shall be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks in accord with UDC 11-3A-19B.4b.
 - e. All future structures constructed on this site shall comply with the design guidelines in the TMISAP and the design standards in the Architectural Standards Manual.
 - f. The final plat shall be recorded prior to issuance of building permits for any structures beyond those on the Kendall Ford site (i.e. Lot 1, Block 1). *The Kendall Ford site is*

allowed to develop and obtain building permits prior to recordation of the plat, subject to approval by the Building Department.

- g. Compliance with the specific use standards listed in UDC [11-4-3-38](#): Vehicle Sales or Rental and Service is required.
 - h. If fencing is proposed for security around the Kendall Ford site, it shall be of a higher quality than chain-link (i.e. wrought iron).
2. The final plat shall include the following revisions:
 - a. Include a note prohibiting direct lot access via W. Overland Rd. and S. Linder Rd.
 - b. Include a note granting cross-access/ingress-egress easements between all lots in the subdivision in accord with UDC [11-3A-3A.2](#).
 3. The landscape plan submitted with the final plat shall be revised as follows:
 - a. Include a calculations table on the plan that demonstrate compliance with the standards for street buffer ([11-3B-7C](#)), pathway ([11-3B-12C](#)) and parkway ([11-3B-7C](#)) landscaping; include required vs. provided number of trees.
 - b. 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.*
 4. Future development shall be consistent with the minimum dimensional standards listed in UDC Table [11-2B-3](#) for the C-G zoning district.
 5. All waterways on this site shall be piped as set forth in UDC [11-3A-6B](#) unless otherwise waived by City Council.
 6. A 14-foot wide public use easement for the multi-use pathway along S. Linder Rd. shall be submitted to the Planning Division prior to submittal for City Engineer signature on the final plat(s). *If the pathway will be located entirely within the right-of-way, a public pedestrian easement is not needed.*

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

- 1.1 This project has been granted permission to sewer the northern portion of the property outside of its designated sewer shed.
 - 1.1.2 The applicant shall provide a deposit for the future construction of an 8-inch sewer main along the North portion of property. The deposit shall be 125% of the construction bid. The deposit must be provided to the City prior to signature of the final plat.
 - 1.1.3 The applicant shall provide a sewer utility easement for the future construction of an 8-inch sewer main along the North portion of the property. The easement shall be 20-foot-wide and free from any permanent structure including buildings, fences, trees, bushes, etc. There must also be a point of access provided for future access to the main.
 - 1.1.4 Provide a valve to the North and West side of the water tee located in the future Linder Road overpass.

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-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 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.
- 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=224777&dbid=0&repo=MeridianCity>

D. CENTRAL DISTRICT HEALTH DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=225351&dbid=0&repo=MeridianCity>

E. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=225372&dbid=0&repo=MeridianCity>

F. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=226077&dbid=0&repo=MeridianCity>

G. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=224816&dbid=0&repo=MeridianCity>

H. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=225900&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;

The City Council finds the proposed zoning map amendment to C-G 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 a mix of commercial/office uses which will provide for the retail and service needs of the community consistent with the purpose statement of the commercial districts in accord with the Comprehensive Plan.

- 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. 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;

The City Council finds that the proposed plat is in substantial compliance with the adopted Comprehensive Plan in regard to land use 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: Findings of Fact, Conclusions of Law for Linder Village (H-2021-0034) by CSHQA, Located at 6308 N. Linder Rd.

**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 _____ 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

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



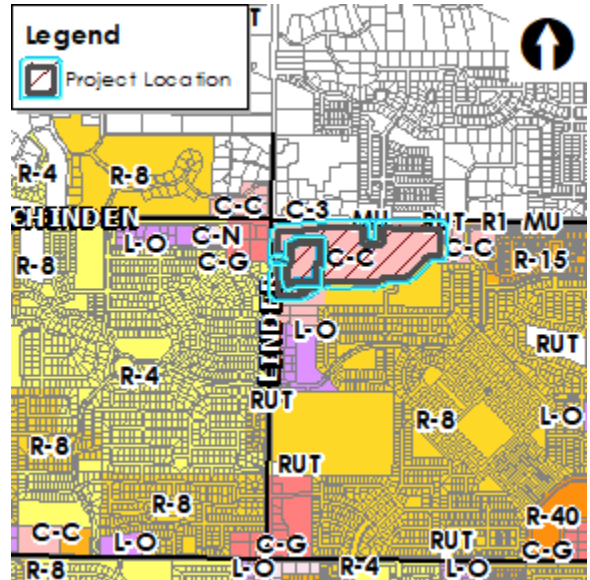
HEARING DATE: 6/1/2021

TO: Mayor & City Council

FROAM: 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)



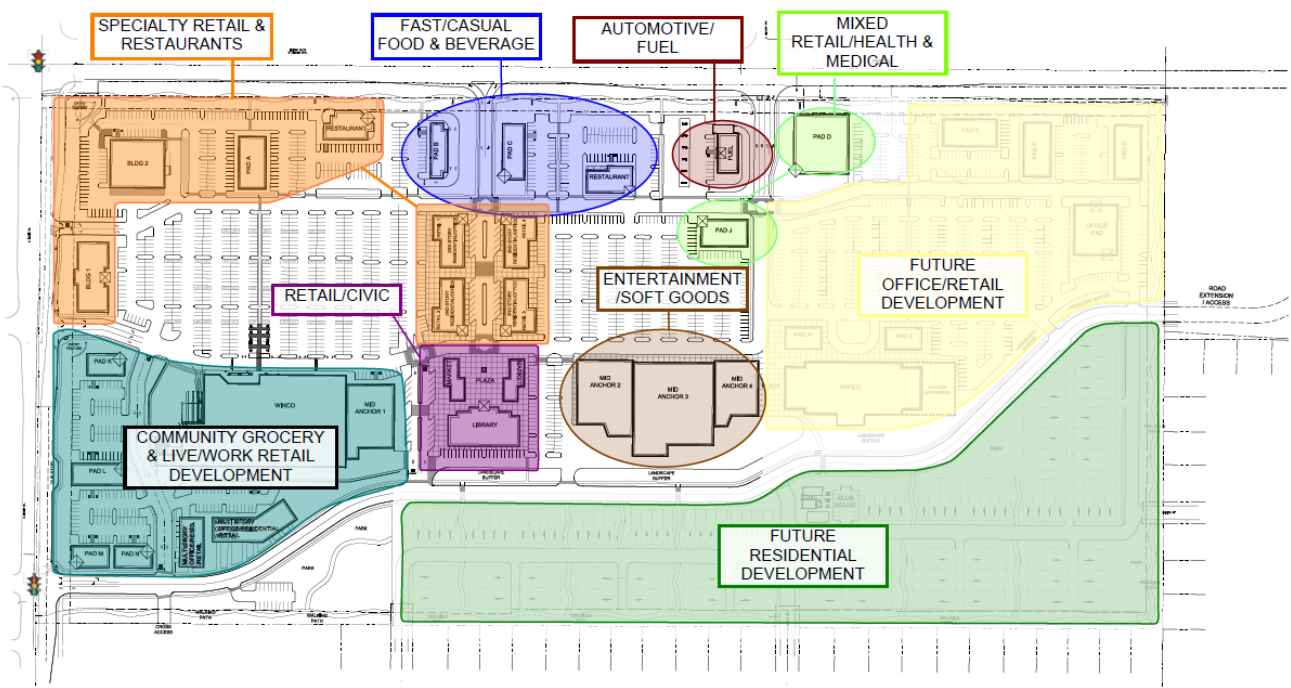
CSHOA
CLIENT: DMG Real Estate Partners, LLC
LOCATION: BOISE, IDAHO
DRAWING TITLE: Concept Plan

DATE: 12/13/18
BY: BEM
PROJECT #: 07142

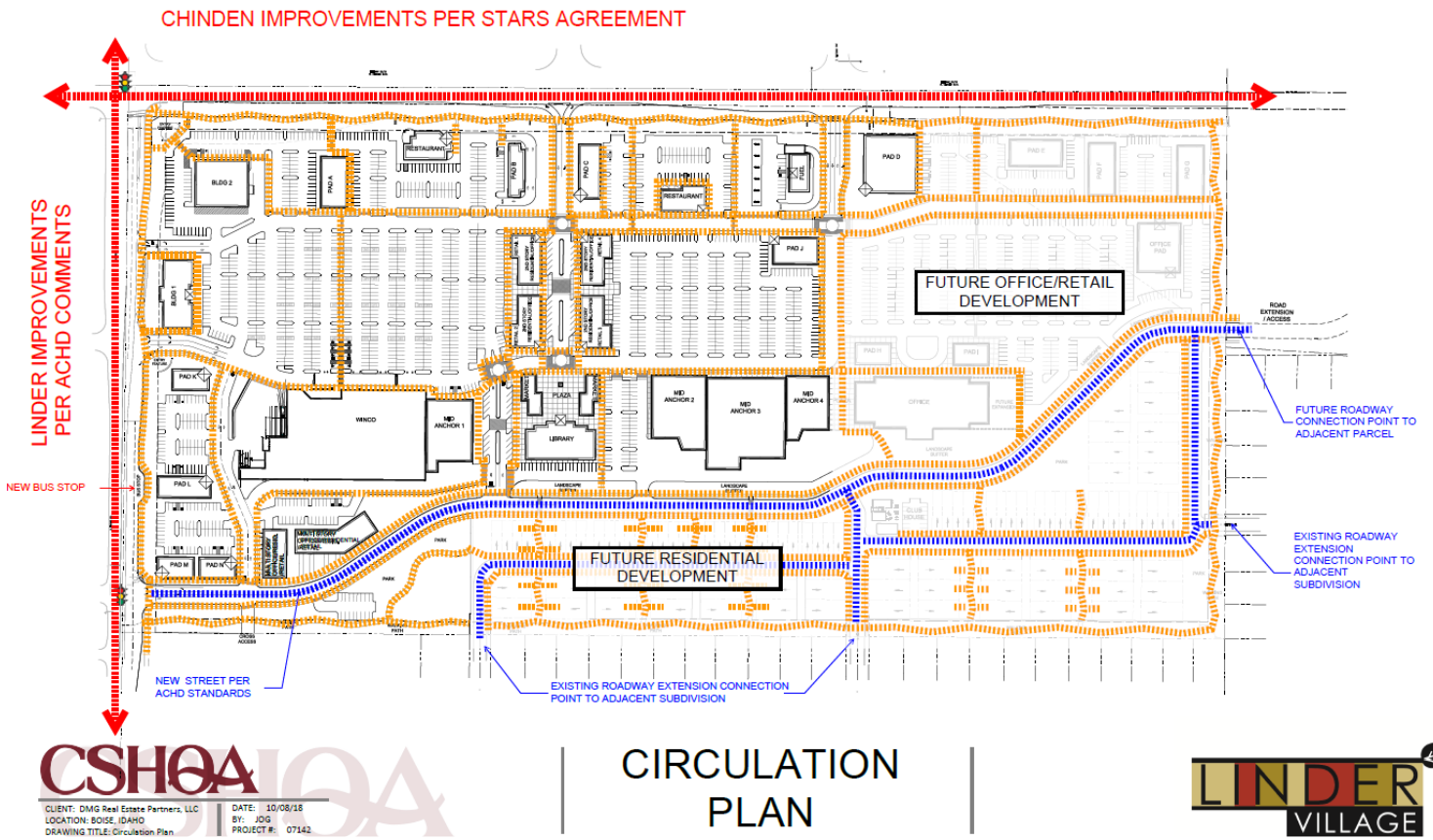
CONCEPT SITE
PLAN

1 CONCEPT PLAN
SCALE: 1" = 100'
LINDER VILLAGE

B. Existing Use Area Plan (dated: 10/8/18):



C. Existing Site Circulation Plan (dated: 10/8/18):



D. Proposed Conceptual Development Plan (dated: 5/25/2021):



CSHQAI
CLIENT: DMG Real Estate Partners, LLC
LOCATION: BOISE, IDAHO
DRAWING TITLE: CONCEPT SITE PLAN

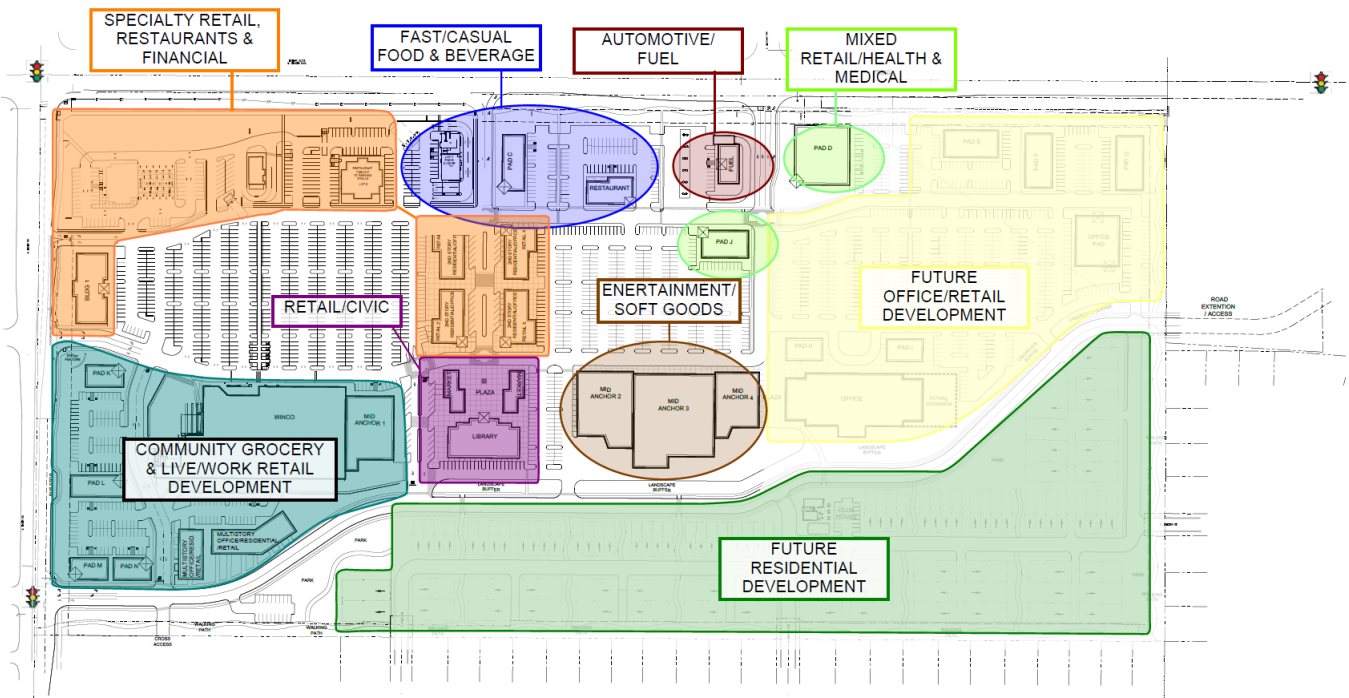
DATE: 05/25/21 REV
BY: AMB
PROJECT #: 07142

CONCEPT
SITE PLAN

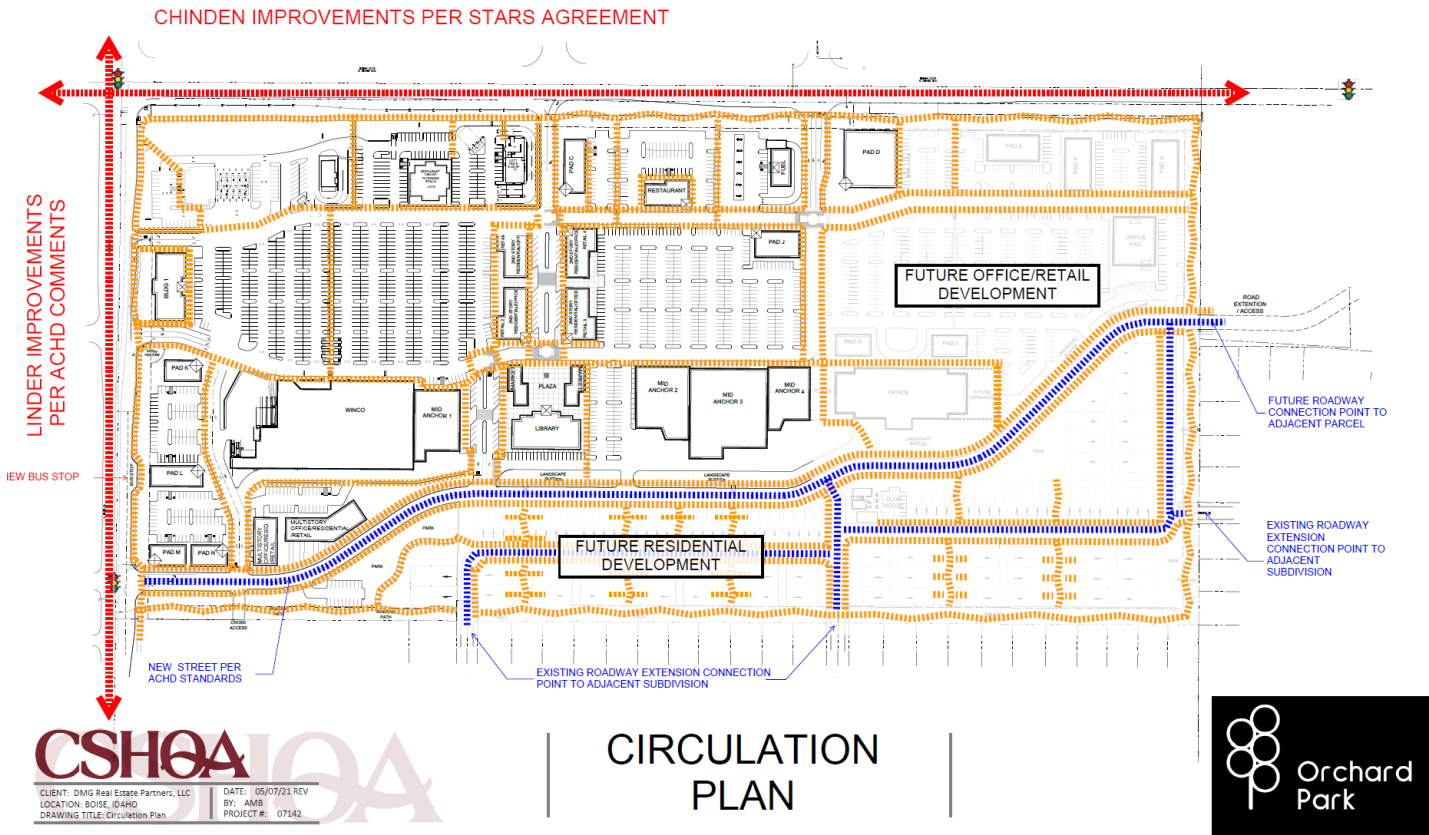
1 CONCEPT PLAN
SCALE 1" = 100'
1/4" = 1' REF



E. Proposed Use Area Plan (dated: 5/7/21):



F. Proposed Site Circulation Plan (dated: 5/7/21):





AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Shafer View Terrace (H-2020-0117) by Breckon Land Design, Located on the East Side of S. Meridian Rd./SH 69, Midway Between E. Amity Rd. and E. Lake Hazel Rd.

**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 _____ 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

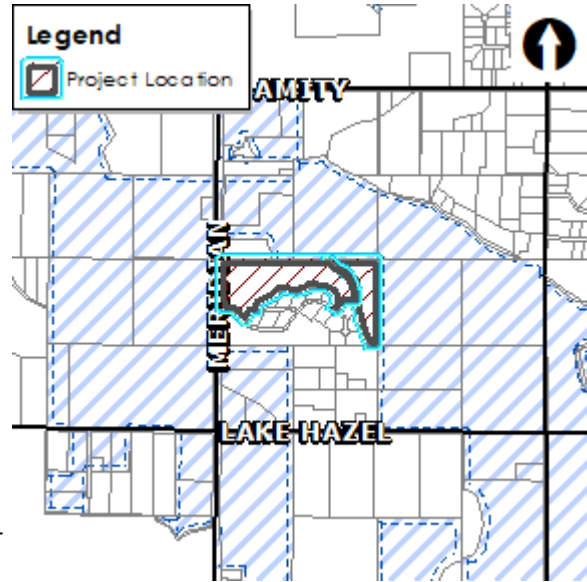
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By: _____ Dated: _____
City Clerk's Office

**STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 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"> Staff report (yes/no) Requires ACHD Commission Action (yes/no) 	<p>Yes (draft)</p> <p>No</p>	
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	ACHD does not set LOS thresholds for state highways.	
Stub Street/Interconnectivity/Cross Access	No stub streets exist to this property and no stub streets are proposed to adjacent properties.	
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	<p>Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):</p> <ul style="list-style-type: none"> 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. 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. 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. 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. 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. 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. 	
Fire Service		
<ul style="list-style-type: none"> Distance to Fire Station Fire Response Time Resource Reliability 	<p>3.5 miles</p> <p>Falls within 5:00 minute response time area - nearest station is Fire Station #6 – can meet response time goals</p> <p>87% - does meet the target goal of 80% or greater</p>	

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																																																																										
• Distance to Police Station	4 miles																																																																									
• Police Response Time	The average emergency response time in the City is just under 4 minutes (meets target goal of 3-5 minutes)																																																																									
	<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 & 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">Calls for Service (CFS): Response Times: Dispatch to Arrival (all units)</td> </tr> <tr> <td colspan="3">Average Response Times by Priority: 'City of Meridian'</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">Average Response Times by Priority: 'M777'</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">Calls for Service (CFS): Calls occurring in RD 'M777'</td> </tr> <tr> <td></td> <td>CFS Count Total</td> <td>55</td> </tr> <tr> <td colspan="3">% of Calls for Service split by Priority in 'M777'</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">Crimes</td> </tr> <tr> <td></td> <td>Crime Count Total</td> <td>22</td> </tr> <tr> <td colspan="3">Crashes</td> </tr> <tr> <td></td> <td>*Crash Count Total</td> <td>46</td> </tr> </tbody> </table> <p>Analyst Note (s): Response Time and Calls for Service (CFS) by Priority - Most frequent priority call types; <ul style="list-style-type: none"> • Priority 3 calls involved Subject at the Door. • Priority 2 calls most frequently involved Traffic Stops, Stalled Vehicles, and Welfare Checks (911 Hang Ups). • Priority 1 calls most frequently involved No Contact Order Report, VIN Inspections, and Citizen Assists. Crime (occurred date) - Most frequent crimes involved; <ul style="list-style-type: none"> • Driving Under the Influence, and • Liquor Law Violations (Open Container (Driver), Alcoholic Beverage Possession Under Age 21, etc.), and • Drug/Narcotic Violations (Possession of Marijuana). *Crashes - Most frequent crashes were; <ul style="list-style-type: none"> • 41.3% injury type crashes, • 26.1% property damage reports, and • 32.6% non-reportable crashes. Priority Response Times Defined: Priority 0 type calls are no priority type of calls. Priority 1 type calls are for non-emergency type of calls where the officer will arrive at the earliest convenience, and shall obey all traffic laws. Priority 2 type calls require an urgent response where the officer will arrive as soon as practical, and should obey all traffic laws. Priority 3 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. <small>*Some data may be incomplete due to report processing times and/or system updates. Crashes include CC. RD is Caller 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)		Calls for Service (CFS): Response Times: Dispatch to Arrival (all units)			Average Response Times by Priority: 'City of Meridian'			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	Average Response Times by Priority: 'M777'			Priority 3		5:42	Priority 2		11:43	Priority 1		8:36	Calls for Service (CFS): Calls occurring in RD 'M777'				CFS Count Total	55	% of Calls for Service split by Priority in 'M777'				% of P3 CFS	1.8%		% of P2 CFS	74.5%		% of P1 CFS	23.6%		% of P0 CFS	0.0%	Crimes				Crime Count Total	22	Crashes				*Crash Count Total	46	
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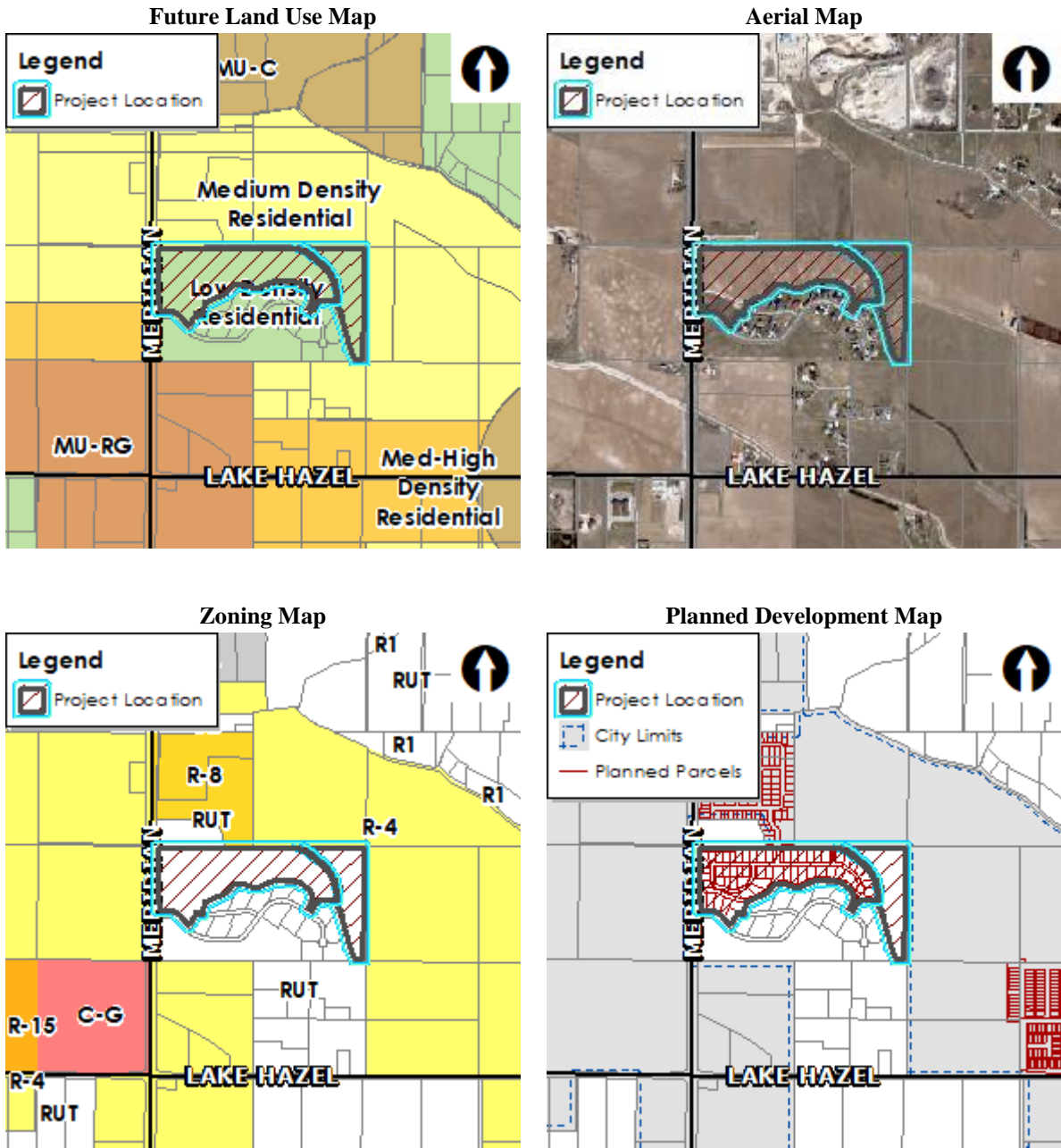
West Ada School District	
• Distance (elem, ms, hs)	

<ul style="list-style-type: none"> Capacity of Schools # of Students Enrolled 	<table border="1"> <thead> <tr> <th></th> <th>Enrollment</th> <th>Capacity</th> <th>Miles <small>(Dev. 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>		Enrollment	Capacity	Miles <small>(Dev. 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
	Enrollment	Capacity	Miles <small>(Dev. to School)</small>														
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Victory Middle School	868	1000	2.8														
Mountain View High School	2218	2175	3.9														
<ul style="list-style-type: none"> # of Students Predicted from this development 	35 school aged children predicted from this development by WASD.																

Wastewater	
<ul style="list-style-type: none"> Distance to Sewer Services 	Directly adjacent
<ul style="list-style-type: none"> Sewer Shed 	South Black Cat Trunk Shed
<ul style="list-style-type: none"> Estimated Project Sewer ERU's 	See application
<ul style="list-style-type: none"> WRRF Declining Balance 	14.02
<ul style="list-style-type: none"> Project Consistent with WW Master Plan/Facility Plan 	Yes
<ul style="list-style-type: none"> Impacts/concerns 	<ul style="list-style-type: none"> Flow is committed See Public Works Site Specific Conditions

Water	
<ul style="list-style-type: none"> Distance to Water Services 	Directly adjacent
<ul style="list-style-type: none"> Pressure Zone 	5
<ul style="list-style-type: none"> Estimated Project Water ERU's 	See application
<ul style="list-style-type: none"> Water Quality 	None
<ul style="list-style-type: none"> Project Consistent with Water Master Plan 	Yes
<ul style="list-style-type: none"> Impacts/Concerns 	See Public Works Site Specific Conditions

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

	Planning & Zoning Posting Date	City Council Posting Date
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 9th, April 13th and May 18th. At the public hearing on May 18th, Council moved to continue the subject AZ and PP requests to the June 1st 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;

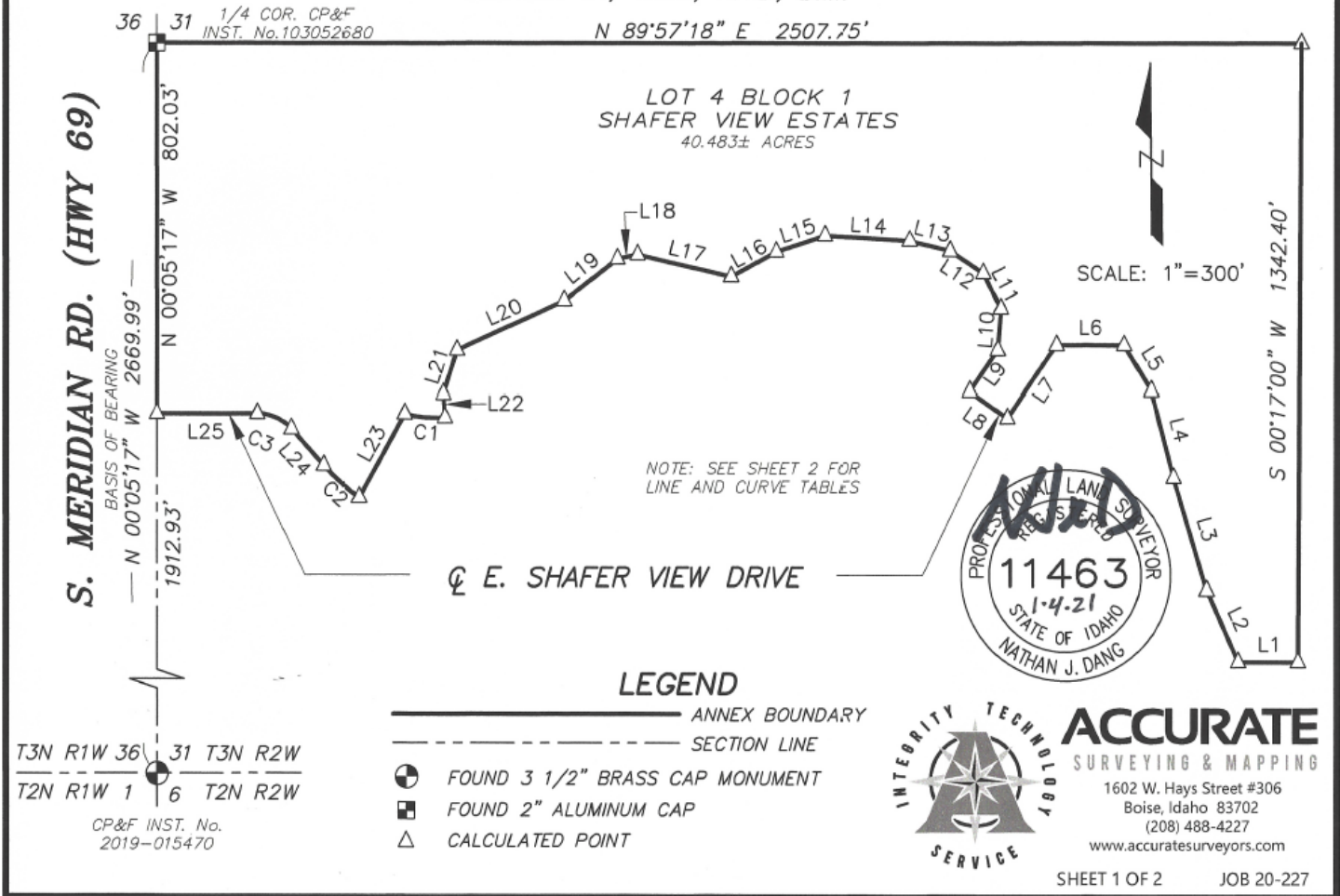
Thence N 00° 05' 17" W along the section line for a distance of 802.03 feet to the **REAL POINT OF BEGINNING.**

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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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 southeast 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

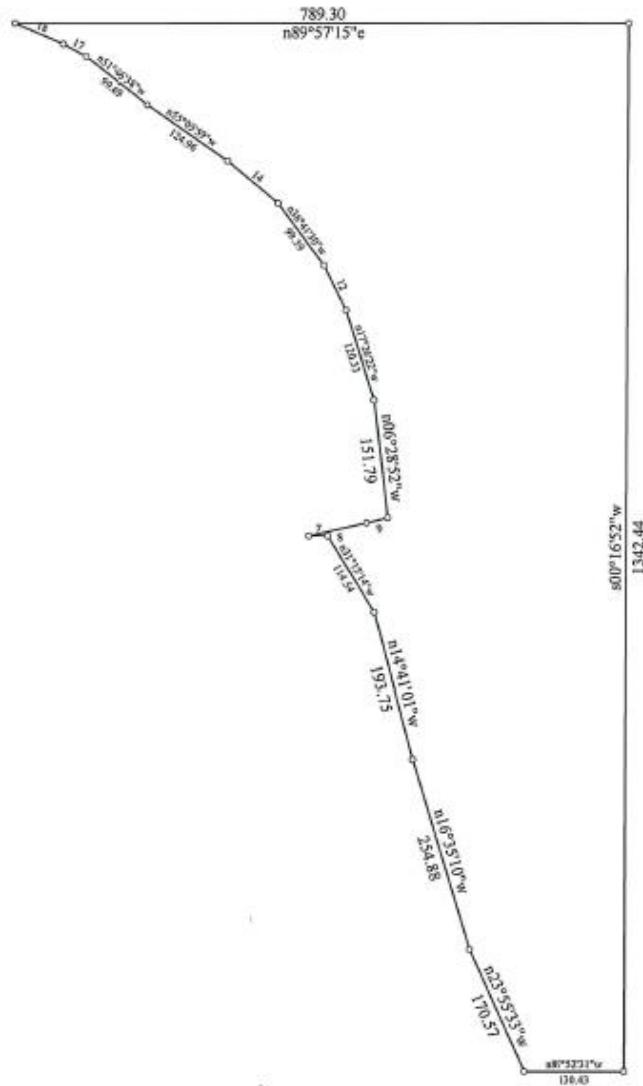
Item #9.

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 #9.



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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 5/8th 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 1/2 inch iron pin, replaced with a set 5/8th 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 1/2 inch iron pin, replaced with a set 5/8th 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 1/2 inch iron pin, replaced with a set 5/8th 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 1/2 inch iron pin, replaced with a set 5/8th 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 1/2 inch iron pin, replaced with a set 5/8th 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 1/2 inch iron pin, replaced with a set 5/8th 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 5/8th 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 5/8th inch iron pin with a cap stamped PLS 11463;

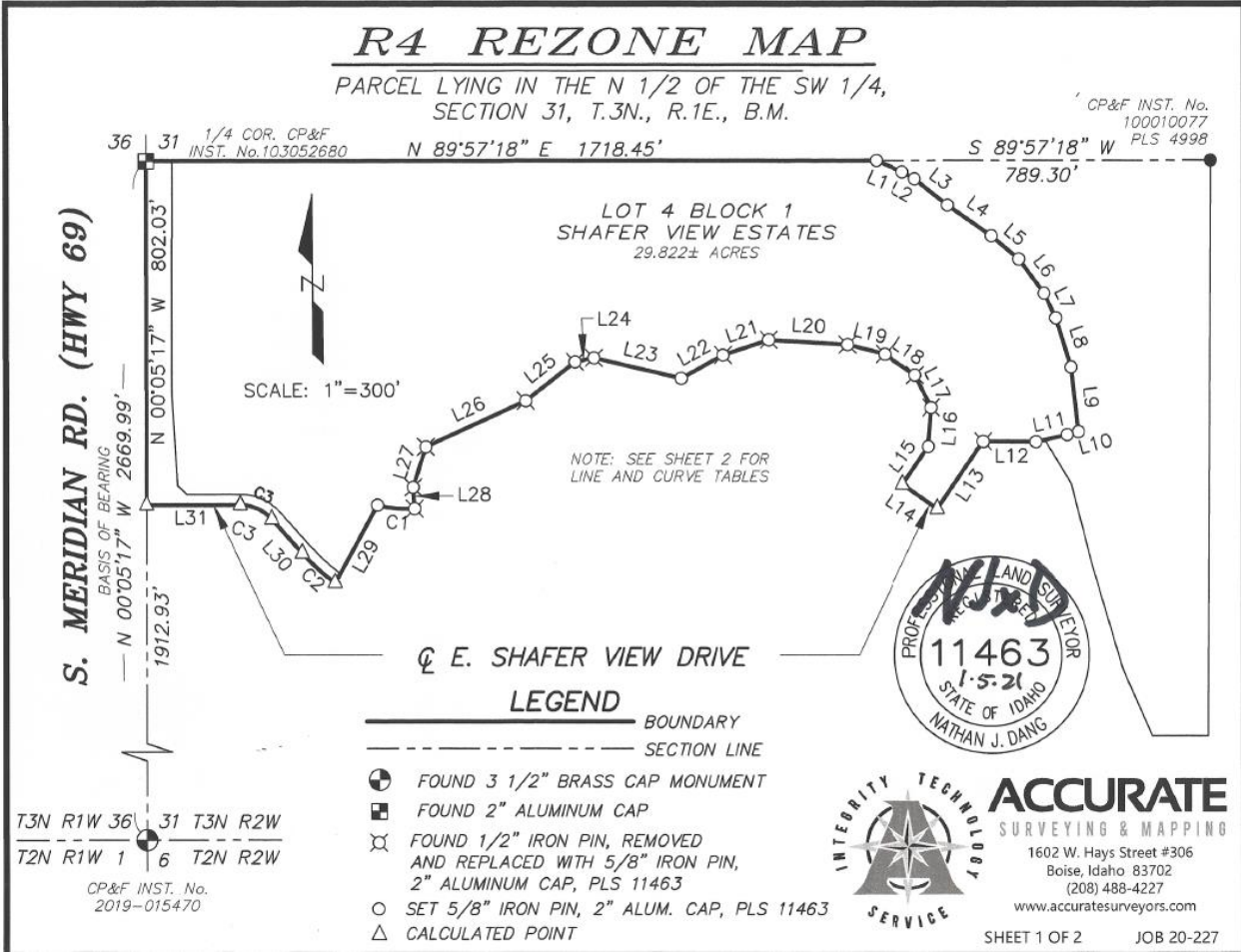
Thence continuing 83.86 feet along the arc of a 100.00 foot radius curve left having a central angle of 48° 02' 45" and a long chord bearing N 66° 02' 58" W a distance of 81.42 feet;

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

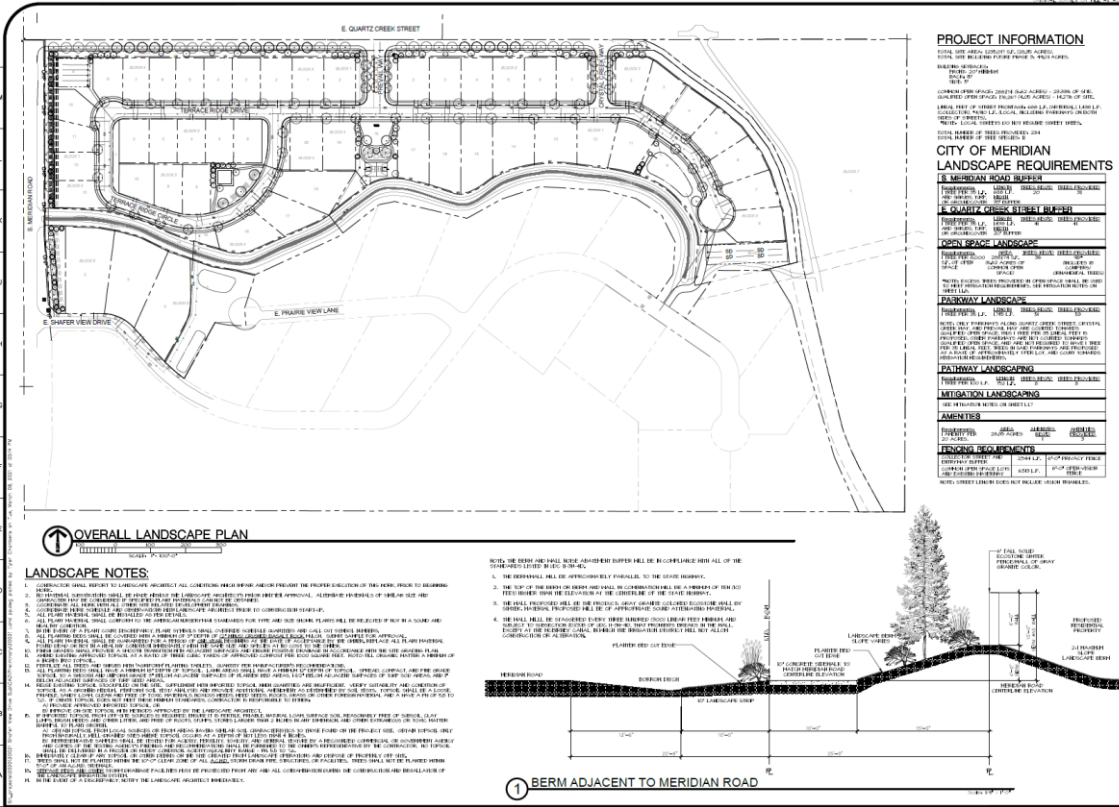
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.38'	275.00'	18°24'50"	S 84°38'15" E	88.00'
C2	103.63'	500.00'	11°52'28"	N 47°59'54" W	103.44'
C3	83.86'	100.00'	48°02'45"	S 66°02'58" E	81.42'



ACCURATE
 SURVEYING & MAPPING
 1602 W. Hays Street #306
 Boise, Idaho 83702
 (208) 488-4227
 www accuratesurveyors.com

C. Landscape Plan (date: ~~5/17/2020~~ ~~2/3/2020~~ 3/9/2021)



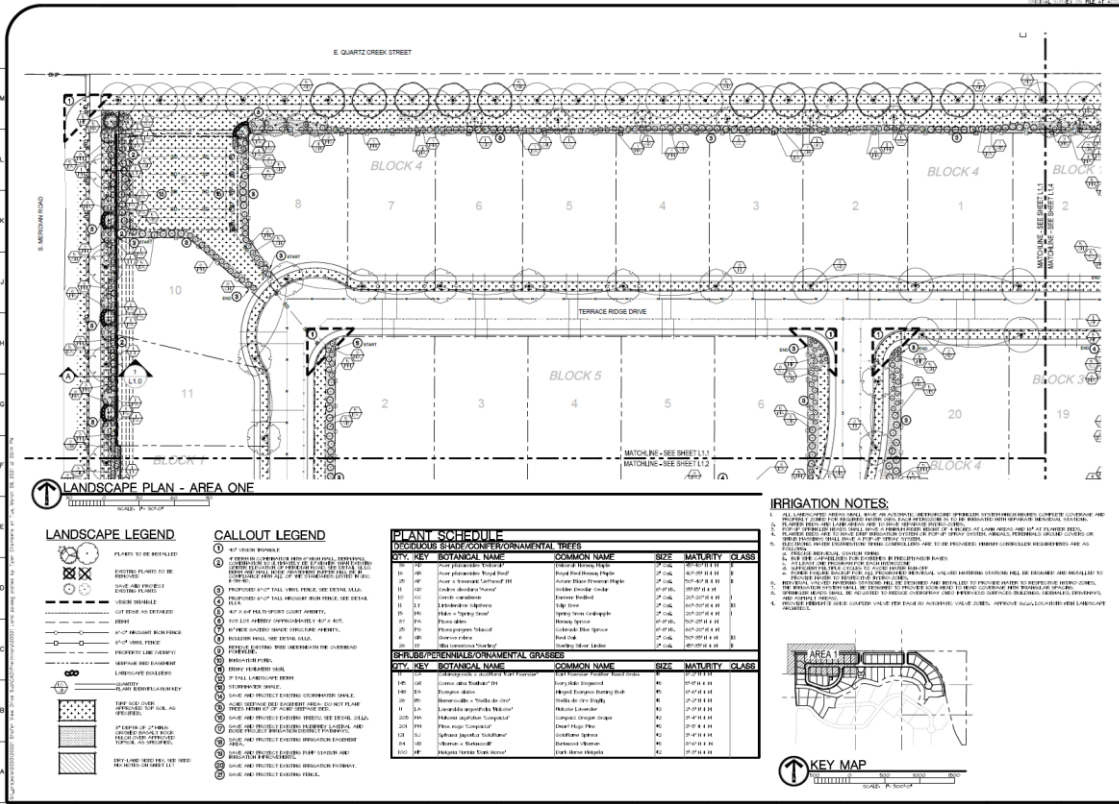


PRELIMINARY NOT FOR CONSTRUCTION

BRICKKON

SHAFFER VIEW NORTH
E SHAFFER VIEW DR
MERIDIAN, IDAHO 83642
OVERALL LANDSCAPE PLAN

L10



PRELIMINARY NOT FOR CONSTRUCTION

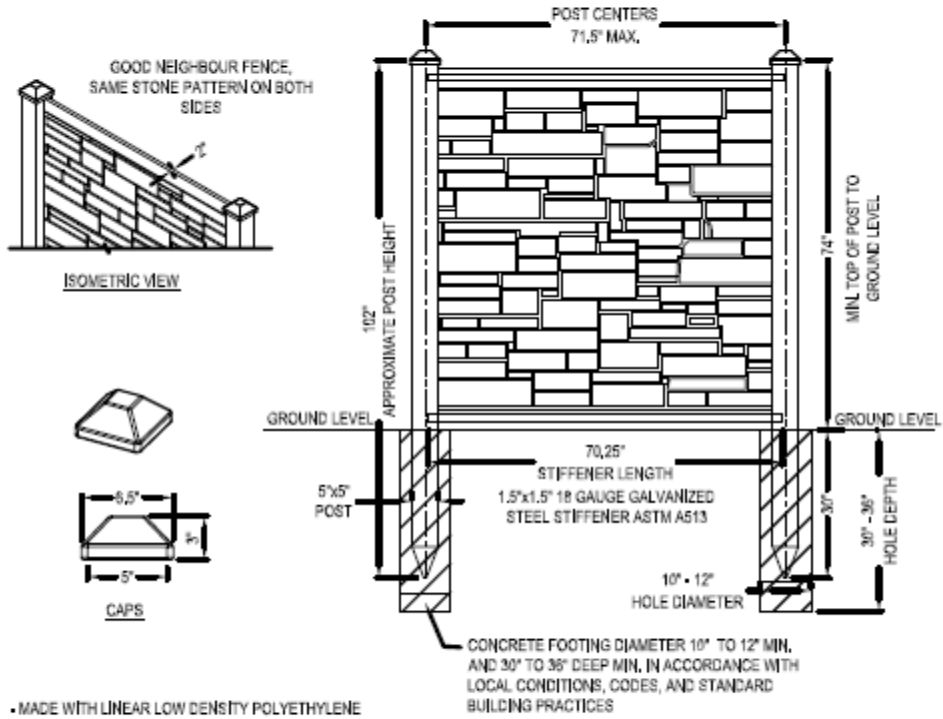
BRICKKON

SHAFFER VIEW NORTH
E SHAFFER VIEW DR
MERIDIAN, IDAHO 83642
LANDSCAPE PLAN - AREA ONE

L11



SIM TEK FENCE
 1330 WEST 400 NORTH
 OREM, UT 84057
 TOLL FREE: 1-866-648-9336
 PHONE: (801) 655-5236
 FAX: (801) 655-5240
 www.simtekfence.com



- MADE WITH LINEAR LOW DENSITY POLYETHYLENE PLASTIC (LLDPE).
- ACTUAL PANEL DIMENSIONS: 72\"/>

- NOTES:**
1. US PATENTS 7,478,797 / 7,835,114 FOREIGN PATENTS PENDING.
 2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 3. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
 4. DO NOT SCALE DRAWING.
 5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADetails.com/Info REFERENCE NUMBER 4312-002.



4312-002

REVISION DATE 05/08/2014

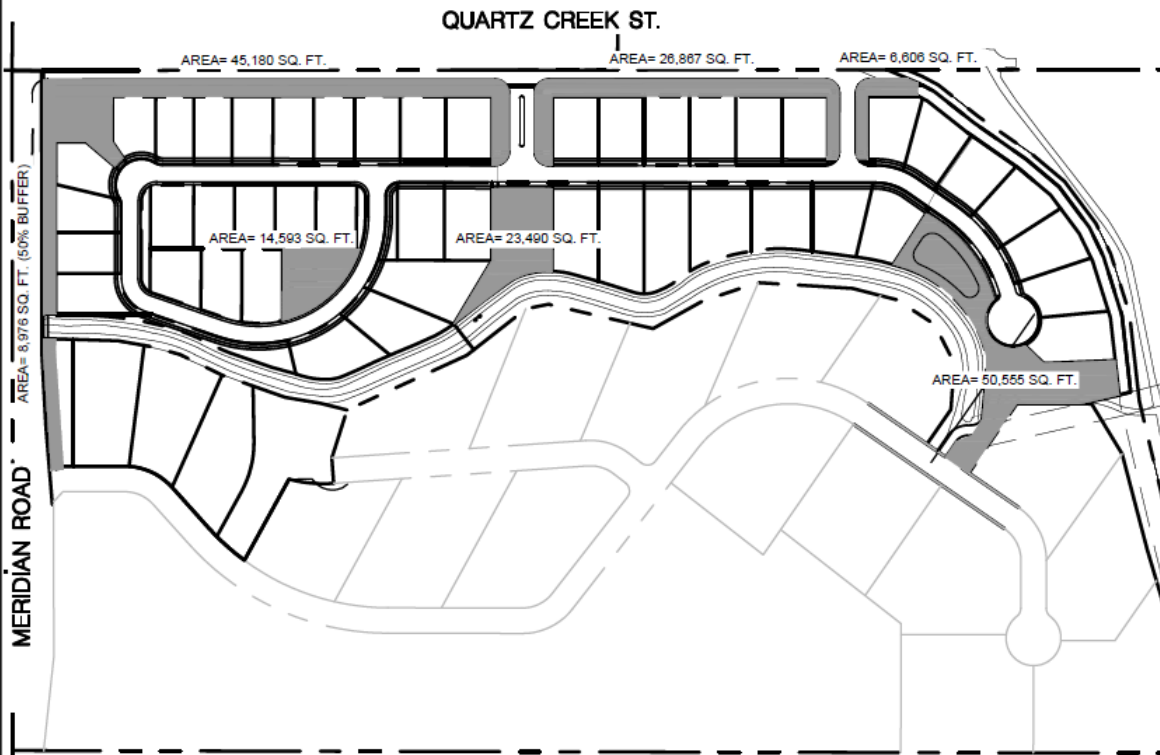
D. Open Space Exhibit (dated: 12/16/20 3/9/21)

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 288,174 (8.62 AC) 29.53%
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: 208-379-8008
 Phone: 208-379-8183
 8851 North Glenwood Street
 Garden City, Idaho 83714

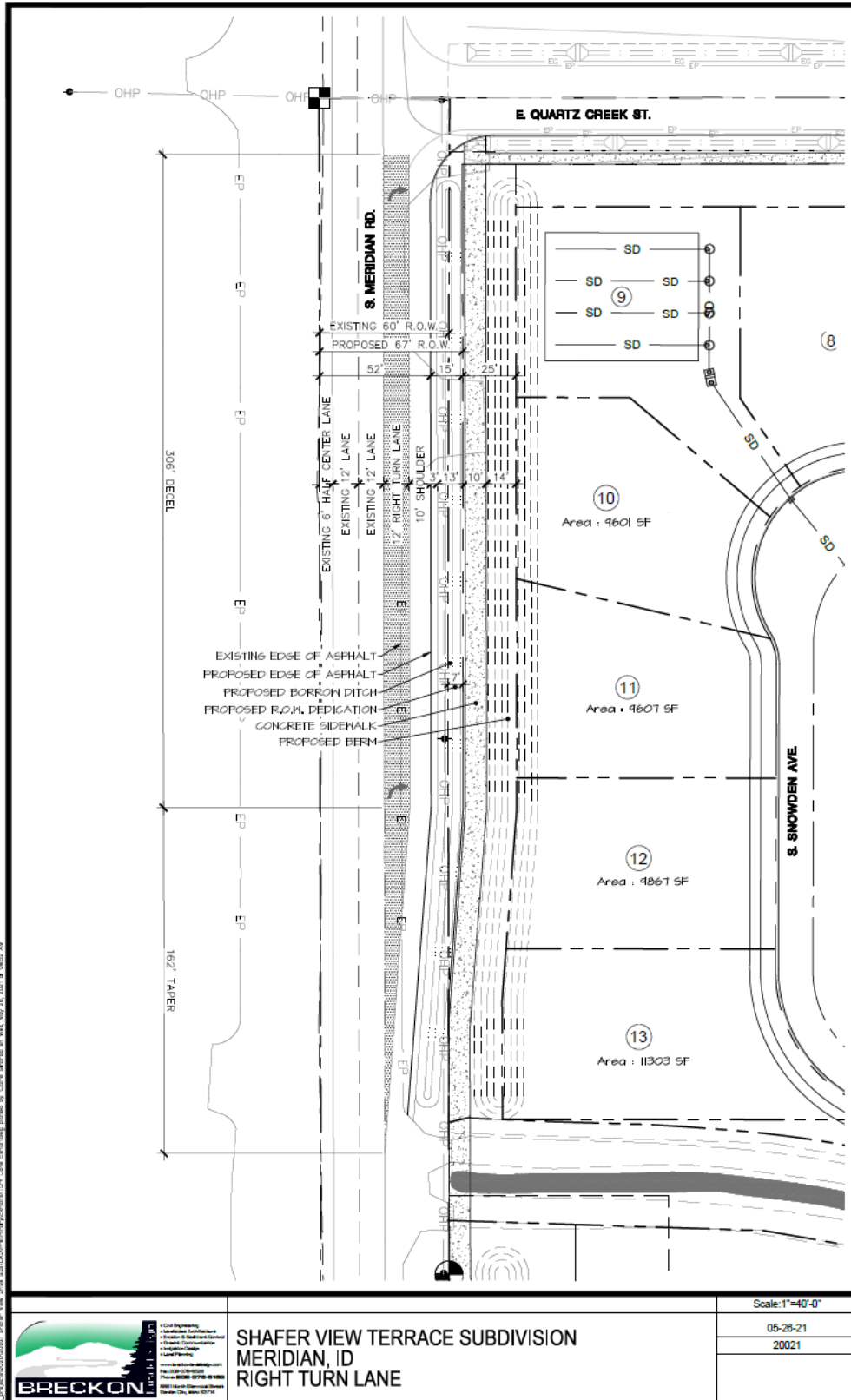
SHAFER VIEW NORTH
 MERIDIAN, IDAHO
 OPEN SPACE EXHIBIT

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.~~
 - c. ~~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 then 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). 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: Development Agreement Between the City of Meridian and Denton Roberts (Owner/Developer) for Roberts Annexation (H-2021-0013), Located at 1630 Paradise Ln.

DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. Denton Roberts, Owner/Developer

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 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 **Denton Roberts**, whose address is 4461 N. Diamond Creek Ave., Meridian, ID 83646, 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 1.77 acres of land to the R-2 (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 1st 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 **Denton Roberts**, whose address is 4461 N. Diamond Creek Avenue, Meridian, ID 83646, hereinafter called OWNER, the party that owns 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. Future development of this site shall be generally consistent with the conceptual site plan for the single-family dwelling included in Section VII and the provisions contained herein.
- b. When the sewer line is extended to the N. Locust Grove Rd/ E. Paradise Lane intersection, the existing septic system shall be abandoned and the applicant shall connect the new residence to City sewer and pay any applicable sewer assessment fees at the time of connection.
- c. The existing well shall be abandoned, unless used to irrigate the property. The new residence shall connect to City water and pay any applicable water assessment fees with the building permit.
- d. The applicant shall extend an 8-inch water main from the intersection of Locust Grove and Paradise Lane along Paradise Lane to the eastern property line and a fire hydrant shall be installed.
- e. The applicant shall construct a detached asphalt pathway along their E. Paradise Ln frontage.
- f. Prior to building permit, the applicant shall vacate the 5-foot drainage, utility construction and maintenance easement platted between the subject lots (Lots 2&3, Block 1 of the Heritage Subdivision No 2) and merge Lots 1 &2, Block 1 through a parcel boundary adjustment.

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:	with copy to:
City Clerk	City Attorney
City of Meridian	City of Meridian
33 E. Broadway Ave.	33 E. Broadway Avenue
Meridian, Idaho 83642	Meridian, Idaho 83642

OWNER/DEVELOPER:
Denton Roberts
4461 N. Diamond Creek Ave
Meridian, ID 83646

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.

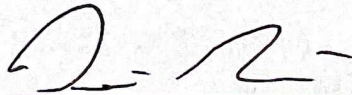
22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

[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:



Denton Roberts

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

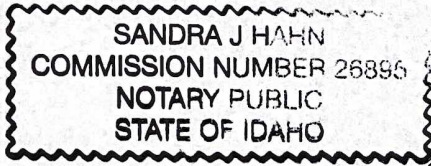
Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss:
County of Ada)

On this 7th day of June, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Denton Roberts** known or identified to me to be 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)



Sandra J Hahn
Notary Public for Bowen ID
Residing at: Bowen ID
My Commission Expires: 3/30/2024

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: _____

A. Annexation Legal Description and Exhibit (date: 2/3/2021)

ANNEXATION
ROBERTS PARCELS
LEGAL DESCRIPTION

Lot 2 & 3, Block 1, Heritage Subdivision No. 2, situated in the Southwest Quarter of the Northwest Quarter of Section 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows.

COMMENCING at the Corner of Sections 30, 29, 32, & 31 monumented by a found aluminum cap as described in CP&F Instrument No. 111098263 at the intersection of E. McMillan Road and N. Locus Grove Road, from which the Quarter Corner common to Section 32 and 31 monumented by found aluminum cap as described in CP&F Instrument No. 102102462 at the intersection of E. Loughfield Drive and N. Locust Grove Road bears, South 00°33'08" West, 2,659.05 feet; thence South 00°33'08" West, 1,988.86 feet to the **POINT OF BEGINNING**;

thence along the Northerly Boundary of Lot 2, South 89°31'13" East, 287.63 feet to the Northwest Corner of Lot 4;

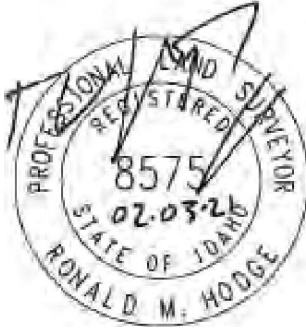
Thence along the Westerly Boundary of Lot 2, South 00°32'52" West, 325.00 feet to the Center Line of E. Paradise Lane,

Thence along said Center Line, North 89°31'13" West 287.65 feet to the Center Line of N. Locust Grove Road and the Westerly Boundary of Section 2;

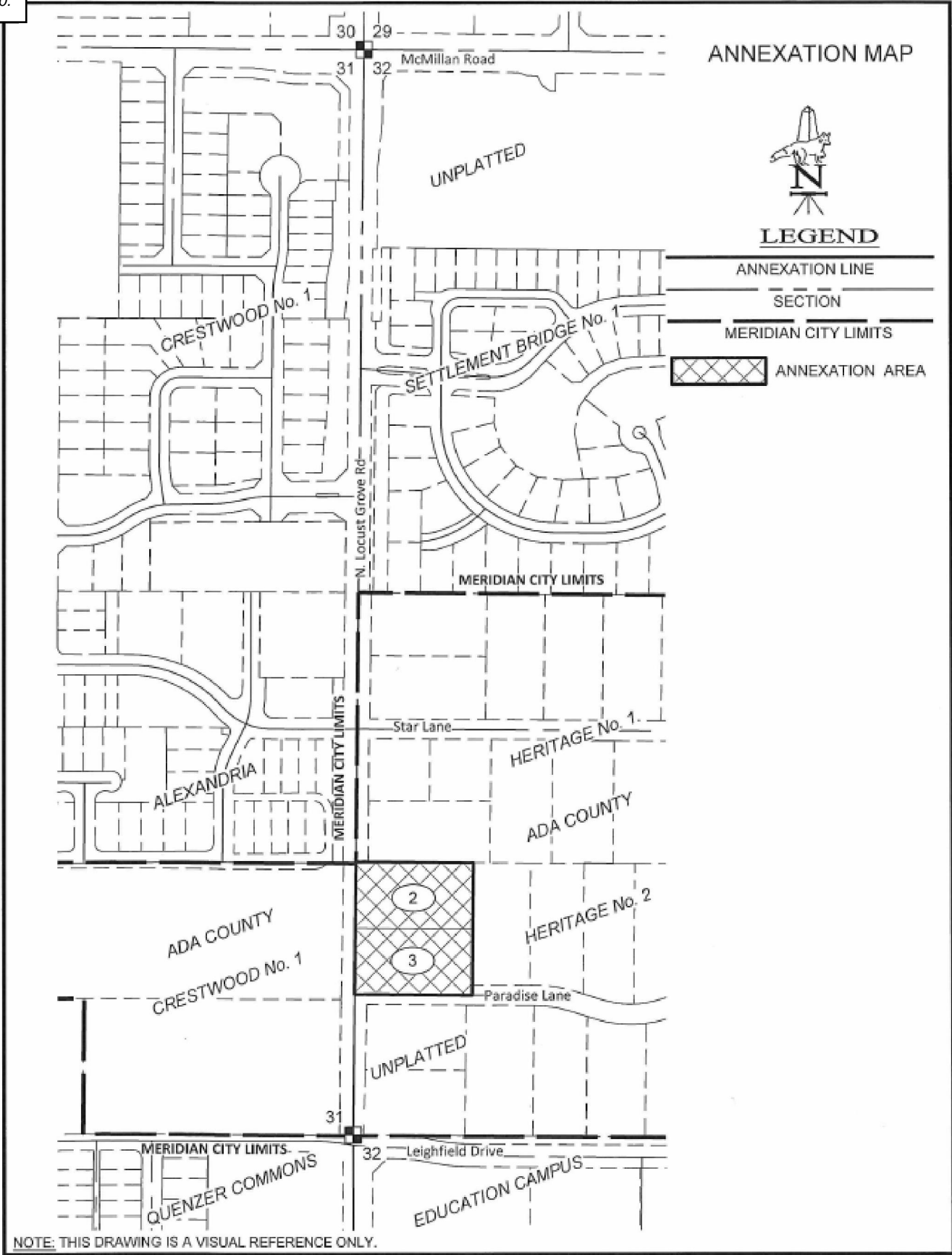
Thence North 00°33'08" East, 325.00 feet to the **POINT OF BEGINNING**.

Containing 2.14 acres, more or less.
End of description

Prepared By:
Ronald M. Hodge



RH:tc



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



In the Matter of the Request for Annexation and Zoning of 1.77 acres of land with the R-2 zoning district to develop a 6,000 SF single family residence by Benjamin Semple, Rodney Evans and Partners.

Case No(s). H-2021-0013

For the City Council Hearing Date of: May 18, 2021 (Findings on June 1, 2021)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of May 18, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of May 18, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of May 18, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of May 18, 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 May 18, 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 is hereby approved per the conditions of approval in the Staff Report for the hearing date of May 18, 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 May 18, 2021

By action of the City Council at its regular meeting held on the 1st day of June, 2021

COUNCIL PRESIDENT TREG BERNT VOTED AYE

COUNCIL VICE PRESIDENT BRAD HOAGLUN VOTED _____

COUNCIL MEMBER JESSICA PERREAULT VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER JOE BORTON VOTED AYE

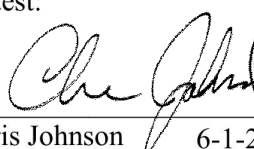
COUNCIL MEMBER LIZ STRADER VOTED AYE


MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)



Mayor Robert E. Simison 6-1-2021

Attest:



Chris Johnson 6-1-2021
City Clerk 

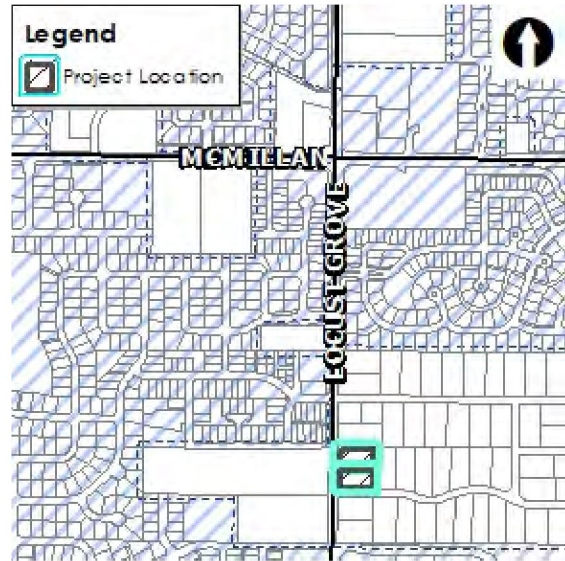
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  _____ Dated: 6-1-2021
City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 5/18/2021
 TO: Mayor & City Council
 FROM: Alan Tiefenbach, Associate Planner
 208-884-5533
 Bruce Freckleton, Development Services Manager
 208-887-2211
 SUBJECT: H-2021-0013
 Roberts Annexation
 LOCATION: 1630 E. Paradise Ln



I. PROJECT DESCRIPTION

This is a proposal to annex 1.77 acres of land from the R-1 zone in Ada County to R-2 zone to construct a new single-family residence.

II. SUMMARY OF REPORT

A. Project Summary

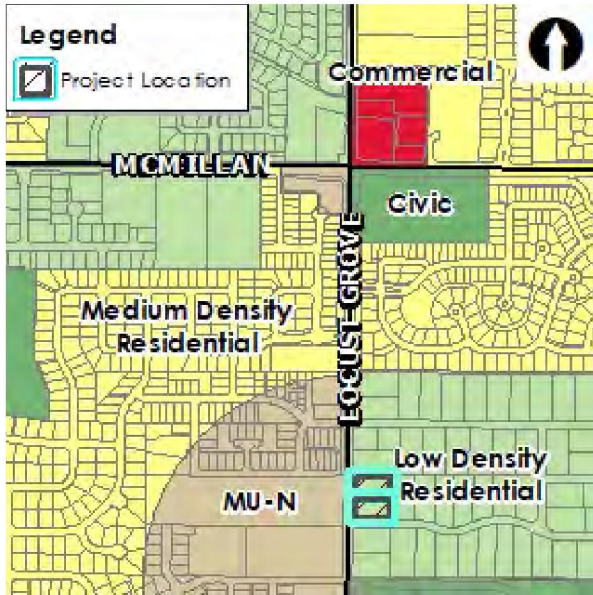
Description	Details	Page
Acreage	1.77 acres	
Future Land Use Designation	Low Density Residential	
Existing Land Use(s)	Vacant	
Proposed Land Use(s)	Single Family Residence	
Lots (# and type; bldg./common)	2 (to be consolidated into parcel with a future PBA application)	
Phasing Plan (# of phases)	1	
Number of Residential Units (type of units)	1 house with detached shop and RV garage	
Density (gross & net)	0.56 du / acre	
Open Space (acres, total [%]/buffer/qualified)	N/A	
Amenities	N/A	
Physical Features (waterways, hazards, flood plain, hillside)	None	
Neighborhood meeting date; # of attendees:	February 9, 2021, 2 attendees.	
History (previous approvals)	Heritage Subdivision No 2	

A. Community Metrics

Description	Details	Page
Ada County Highway District	No comments	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Property will be accessed from E Paradise Lane (local).	
Traffic Level of Service	N/A	
Stub Street/Interconnectivity/Cross Access	N/A	
Existing Road Network	E. Paradise Ln	
Existing Arterial Sidewalks / Buffers	There is existing curb and gutter on east side of N. Locust Grove Rd. E. Paradise Ln is a rural local road with no sidewalk on either side.	
Proposed Road Improvements	None required	
Distance to nearest City Park (+ size)	1 mile to Champion Park	
Distance to other key services		
Fire Service	No comments	
Police Service	No comments	
Wastewater		
<ul style="list-style-type: none"> Distance to Sewer Services 	1,400 feet +/-	
<ul style="list-style-type: none"> Sewer Shed 	North Slough Trunkshed	
<ul style="list-style-type: none"> Estimated Project Sewer ERU's 	See application	
<ul style="list-style-type: none"> WRRF Declining Balance 	14.08	
<ul style="list-style-type: none"> Project Consistent with WW Master Plan/Facility Plan 	No. Property will be on septic until utilities are available in the area.	
<ul style="list-style-type: none"> Comments 	<ul style="list-style-type: none"> Flow is committed Sewer is currently in N. Locust Road about 1,400 feet away from property. City Engineer has approved a waiver to allow septic service until the sewer line is extended. 	
Water		
<ul style="list-style-type: none"> Distance to Water Services 	0	
<ul style="list-style-type: none"> Pressure Zone 	3	
<ul style="list-style-type: none"> Estimated Project Water ERU's 	See application	
<ul style="list-style-type: none"> Water Quality 	No concerns	
<ul style="list-style-type: none"> Project Consistent with Water Master Plan 	Yes	
<ul style="list-style-type: none"> Impacts/Concerns 	<ul style="list-style-type: none"> Water is located in N Locust Grove Road. Water main must be extended into Paradise Ln to the east property line. Applicant requested a waiver to only have to connect service line rather than extending the water main. City Engineer denied this waiver. 	

C. Project Area Maps

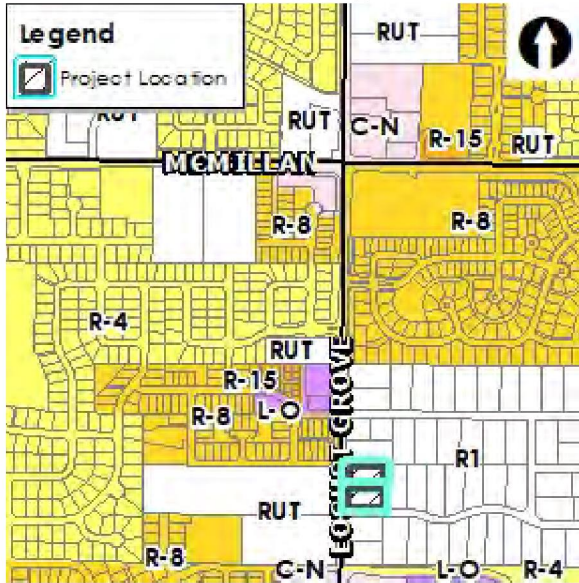
Future Land Use Map



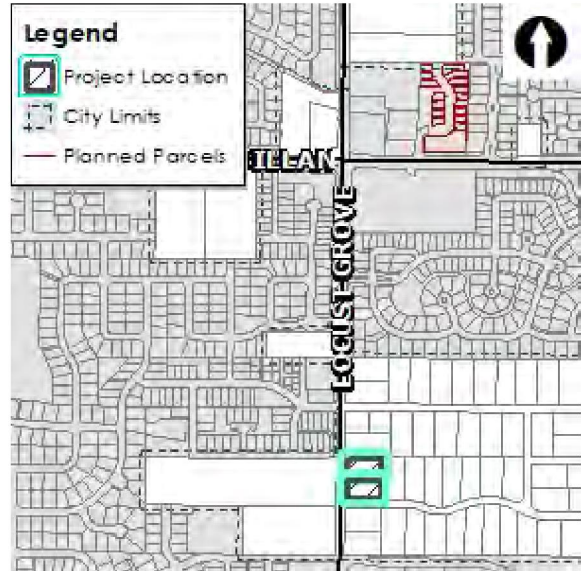
Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant / Representative:

Benjamin Semple, Rodney Evans and Partners – 1014 S. La Pointe St., Ste 3, Boise ID 83706

B. Owner

Denton Roberts – 4461 N. Diamond Creek Ave, Meridian, ID, 83646

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification published in newspaper	3/26/2021	4/30/2021
Radius notification mailed to properties within 500 feet	3/24/2021	4/27/2021
Public hearing notice sign posted on site	4/2/2021	5/7/2021
Nextdoor posting	3/24/2021	4/27/2021

V. STAFF ANALYSIS

The property is comprised of two lots presently zoned R-1 in unincorporated Ada County, of which the southern lot until recently had contained a 4,000 sq. ft. residence. The applicant demolished this single-family residence in anticipation of building a newer 6,000 sf ft +/- house with detached shop / RV garage. The applicant contacted Ada County to merge the lots together and construct the larger house and was told because the property directly abutted City limits, it would need to be annexed.

There is a 5-foot drainage, utility construction and maintenance easement platted between the subject lots (Lots 2&3, Block 1 of the Heritage Subdivision No 2). Following this annexation and prior to building permit, the easement will need to be vacated as part of the consolidation of lots.

The nearest available sewer main is located in N. Locust Grove Rd., approximately 1,400 feet north of the subject property. The applicant has received City Engineer and Public Works Director approval for a utilities waiver from UDC 11-3A-21 to not connect to City sewer at this time. Staff finds that making a singular property owner pay for extending a sewer main 1,400 feet for one residence is neither fair nor necessary. However, the development agreement will require connecting to City sewer if and when a sewer main is extended in the future. The applicant will need to apply to Central District Health (CDH) for a temporary septic system.

The applicant will be required to extend a water main from the intersection of N. Locust Grove Rd and E. Paradise Ln along Paradise Lane to the eastern property line to serve adjacent properties in the future. The applicant has also requested a waiver from this requirement, stating it would be cost prohibitive and not necessary as adjacent properties to the east and south are remaining in Unincorporated Ada County and already have wells providing water. Instead, the applicant prefers to only be required to connect a service line from the main to the new home. The City Engineer denied this waiver request.

A. Annexation:

The proposed annexation area is contiguous to City annexed property and is within the Area of City Impact Boundary. As mentioned above, all development is to be connected to the City of Meridian water and sewer system, unless otherwise approved by the City Engineer. The City Engineer has approved the waiver for the new house to be served by individual septic system until a sewer line is extended south down N. Locust Grove Rd. To ensure the site develops as proposed by the applicant, staff is recommending a development agreement as part of the annexation approval.

B. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

The Future Land Use Map (FLUM) designates the property for Low Density Residential (LDR). This 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. With one existing home proposed on 1.77 acres, the requested R-2 zone is consistent with the FLUM.

C. 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. 01 G).

The purpose of the proposed development is to annex and zone the property to R-2 to consolidate two lots into one and build a single-family residence. Ada County directed the applicant to annex because the property is directly adjacent to the City limits. The property is surrounded by single family detached homes on greater than one acre lots. This annexation will not change the existing character of the surrounding development and will add an additional single-family home for the City of Meridian.

- Establish and maintain levels of service for public facilities and services, including water, sewer, police, transportation, schools, fire, and parks” (3.02.01G).

Staff finds that the existing conditions in this area create conditions that do not allow for this property owner to connect to City sewer services as required by code at the present. Public Works, Meridian Police Department and Meridian Fire have no objections to this one house residential project. No other services should be affected as the existing access is to remain.

- Annex lands into the corporate boundaries of the City only when the annexation proposal conforms to the City's vision and the necessary extension of public services and infrastructure is provided. (3.03.0)

The property can be provided fire and police service. Neither agency expressed any comments on this proposal. As mentioned above, the applicant was granted a waiver from the requirement to hook to sewer until the sewer main is extended. The applicant’s request to not have to extend the water main all the way up E. Paradise Ln to the east property line was denied.

D. Existing Structures/Site Improvements:

The property is presently vacant.

E. Proposed Use Analysis (UDC 11-2A-2)

Single family residences are a principally permitted use in the R-2 zone district.

F. Specific Use Standards (*UDC 11-4-3*):

UDC 11-4-3-13 allows only one single family residence per property. No future subdivision may occur until this property is connected to both water and sewer.

G. Dimensional Standards (*UDC 11-2*):

The R-2 zone requires a minimum lot size of 12,000 sq. ft., 80' of street frontage, street setbacks of 20 from a local street, 25' from an arterial, side setbacks of 7.5 per story, and rear setbacks of 15'. The concept plan as submitted indicates the proposed home meets these requirements.

H Access (*UDC 11-3A-3, 11-3H-4*):

Existing access occurs from E. Paradise Ln, a rural local street with no curb, gutter or sidewalk. Future access will continue from E. Paradise Ln. ACHD noted they had no comments on this proposal.

I. Parking (*UDC 11-3C*):

UDC 11-3C-6 requires at least 2 parking spaces per single family dwelling unit, with additional parking spaces required for residences with more than 2 bedrooms. Parking will be ascertained at time of building permit.

J. Sidewalks (*UDC 11-3A-17*):

There is existing sidewalk on the east side of N. Locust Grove Rd. Otherwise, the Heritage Subdivision Filing One and Two reflects rural character and it does not appear any of the right of way within this subdivision contains sidewalks (E. Paradise Ln., E Star Ln., N. Spangle Dr., E. Freedom Ln). However, UDC 11-3A-17 does require sidewalks along both sides of the street, or only one side of the street when the average lot frontage is more than 150'. ACHD has not commented on this application regarding any additional improvements. The Planning Commission and City Council should determine whether requiring sidewalk along the property frontage should be required with the development agreement.

K. Landscaping (*UDC 11-3B*):

Per UDC 11-3B-2, a landscape plan shall be required for all development, redevelopment, additions, or site modifications except detached single-family and secondary dwellings. Therefore, a landscape plan is not required.

L. Waterways (*UDC 11-3A-6*):

No ditches or waterways traverse the property. This application was referred to both Nampa-Meridian Irrigation District and Parkins-Nourse Irrigation Association. Neither expressed concerns with this application.

M. Fencing (*UDC 11-3A-6, 11-3A-7*):

Any new fencing will be required to meet the standards of UDC 11-3A-7.

N. Utilities (*UDC 11-3A-21*):

Water is located along N. Locust Road to the N. Locust Grove Rd / E Paradise Ln intersection. The applicant is required to extend the water main along Paradise Ln to the east property line to serve future properties. The applicant has requested a waiver from this requirement with the explanation that this would be cost-prohibitive, and not serve any other properties in the vicinity, as the remaining adjacent properties to the east and south are remaining in Ada County and already have wells. The applicant requests to connect only their property to the main via a service line. The City Engineer denied this waiver.

Sewer is currently in N. Locust Road about 1,400 feet north of the property. The applicant has requested a waiver from UDC 11-3A-21 to not connect to City sewer at this time. The City Engineer has approved this waiver request. Staff recommends the development agreement require connection to public sewer when a main is extended along N. Locust Grove Rd near the adjacent to the subject property.

O. Building Elevations (*UDC 11-3A-19 | Architectural Standards Manual*):

Staff has not requested architectural elevations with this application. The applicant proposes one single family residence.

VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation with the comments noted in Section VIII. and per the Findings in Section IX.

B. The Meridian Planning & Zoning Commission heard this item on April 15, 2021. At the public hearing, the Commission moved to approve the subject annexation request.

1. Summary of the Commission public hearing:

- a. In favor: Ben Semple
- b. In opposition: Eric Reece, Nicole Carr, Chris Ilgenfritz, Silvia Wilmock
- c. Commenting: Ben Semple mentioned the applicant would seek a Council waiver from requiring the extension of the water main to the east.
- d. Written testimony: None
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

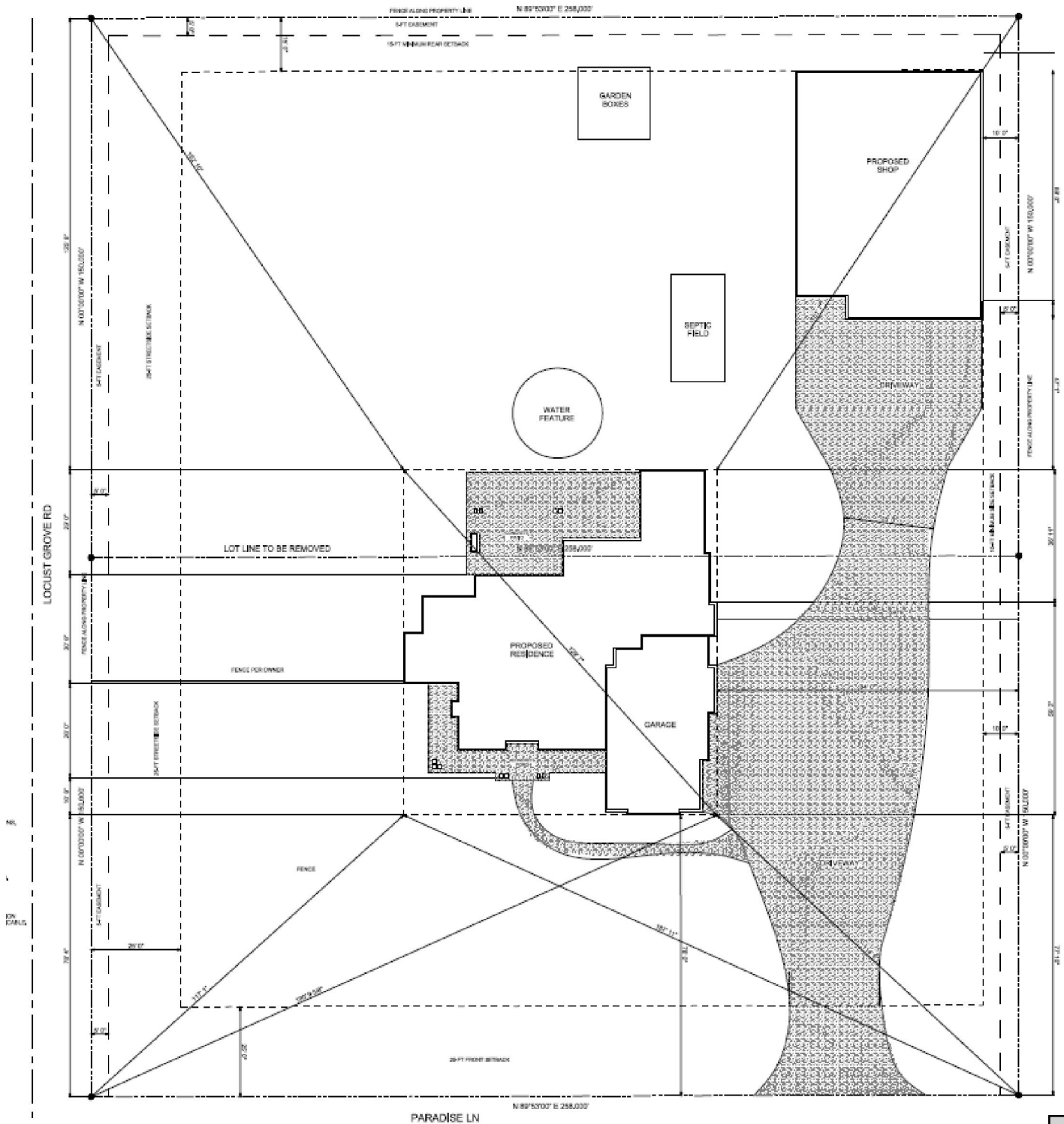
- a. Why are they extending water lines just for one project?
- b. Is this the lowest density and would this allow more lots to be developed in the future?
- c. Desire to keep the rural nature and do not want to see City limits extended into their area.
- d. Concerns regarding whether the infrastructure extension is setting up for more development in their area.

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

- a. Comments about why they got rid of rural designations in the City.
- b. Whether not requiring sidewalk would set precedent for future projects.
- c. Clarified that any future development would require public hearings.

- d. Discussed whether it was reasonable to require the applicant to extend the water main to the east, or whether a service line was sufficient.
 - 4. Commission change(s) to Staff recommendation:
 - a. Commission recommended the applicant not be required to extend the water main to the east.
 - b. Commission did not believe applicant should be required to install sidewalk.
- C. The Meridian City Council heard this item on May 18, 2021. At the public hearing, the Council moved to approve the subject annexation and zoning requests.
 - 1. Summary of the City Council public hearing:
 - a. In favor: Ben Semple
 - b. In opposition: None
 - c. Commenting: Ben Semple
 - d. Written testimony: None
 - e. Staff presenting application: Alan Tiefenbach
 - f. Other Staff commenting on application: None
 - 2. Key issue(s) of public testimony:
 - a. None
 - 3. Key issue(s) of discussion by City Council:
 - a. Whether a dead-end water main at the east property line would be a health issue.
 - b. Location and necessity of fire hydrant
 - c. Need for a sidewalk along E. Paradise Lane
 - 4. City Council change(s) to Commission recommendation:
 - a. Affirmed a water main must be extended along E. Paradise Lane to the eastern property line and fire hydrant must be installed.
 - b. Required an asphalt pathway be constructed along the E. Paradise Lane property frontage.

VII. EXHIBIT SITE PLAN (DATE: 2/26/2021)



A. Annexation Legal Description and Exhibit (date: 2/3/2021)

ANNEXATION
ROBERTS PARCELS
LEGAL DESCRIPTION

Lots 2 & 3, Block 1, Heritage Subdivision No. 2, situated in the Southwest Quarter of the Northwest Quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Corner of Sections 30, 29, 32, & 31 monumented by a found aluminum cap as described in CP&F Instrument No. 111098263 at the intersection of E. McMillan Road and N. Locust Grove Road, from which the Quarter Corner common to Sections 32 and 31 monumented by a found aluminum cap as described in CP&F Instrument No. 102102462 at the intersection of E. Leighfield Drive and N. Locust Grove Road bears, South 00°33'08" West, 2,659.05 feet; thence South 00°33'08" West, 1,988.86 feet to the **POINT OF BEGINNING**;

Thence along the Northerly Boundary of Lot 2, South 89°31'13" East, 287.63 feet to the Northwest Corner of Lot 4;

Thence along the Westerly Boundary of Lot 4, South 00°32'52" West, 325.00 feet to the Center Line of E. Paradise Lane;

Thence along said Center Line, North 89°31'13" West, 287.65 feet to the to the Center Line of N. Locust Grove Road and the Westerly Boundary of Section 32;

Thence North 00°33'08" East, 325.00 feet to the **POINT OF BEGINNING**.

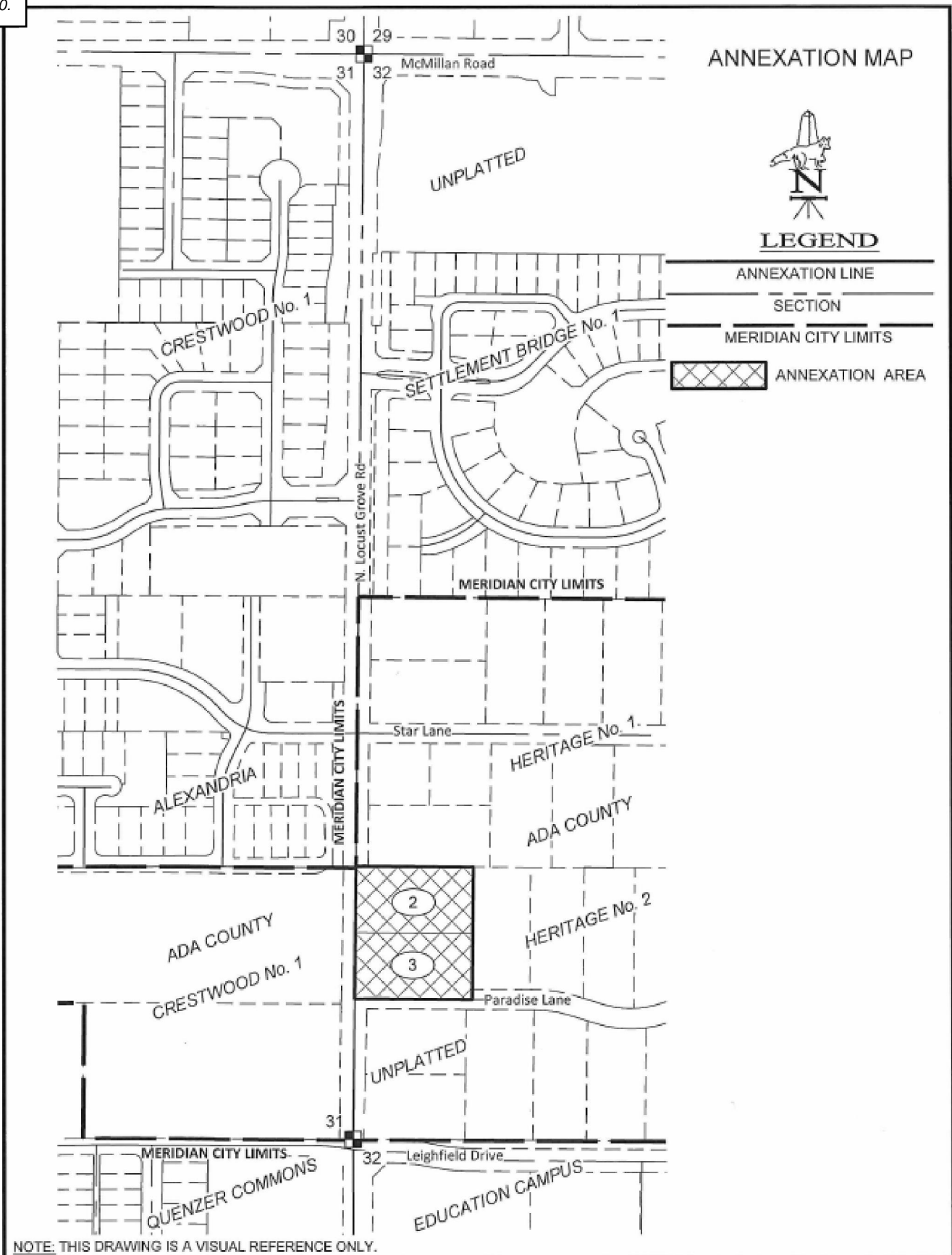
Containing 2.146 acres, more or less.

End of description

Prepared By:
Ronald M. Hodge



RH:tc



VIII. CITY/AGENCY COMMENTS

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 conceptual site plan for the single-family dwelling included in Section VII and the provisions contained herein.
- b. When the sewer line is extended to the N. Locust Grove Rd / E. Paradise Lane intersection, the existing septic system shall be abandoned and the applicant shall connect the new residence to City sewer and pay any applicable sewer assessment fees at the time of connection.
- c. The existing well shall be abandoned, unless used to irrigate the property. The new residence shall connect to City water and pay any applicable water assessment fees with the building permit.
- d. The applicant shall extend an 8-inch water main from the intersection of Locust Grove and Paradise Lane along Paradise Lane to the eastern property line and a fire hydrant shall be installed.
- e. The applicant shall construct a detached asphalt pathway along their E. Paradise Ln frontage.
- f. Prior to building permit, the applicant shall vacate the 5-foot drainage, utility construction and maintenance easement platted between the subject lots (Lots 2&3, Block 1 of the Heritage Subdivision No 2) and merge Lots 1 &2, Block 1 through a parcel boundary adjustment.

B. PUBLIC WORKS

2.1 Site Specific Conditions of Approval

- 2.1.1 Sewer is approximately 1,400 feet North on Locust Grove, it is a requirement of annexation to connect to both City sewer and water. Any deferral or waiver to this requirement must be provided in writing from the City Engineer.
- 2.1.2 Water must be extended into Paradise Lane to the East property line.

2.2 General Conditions of Approval

- 2.2.1 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.

- 2.2.2 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.
- 2.2.3 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.
- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 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.
- 2.2.9 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.
- 2.2.10 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.

- 2.2.11 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.
- 2.2.12 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.
- 2.2.13 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.
- 2.2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.2.16 All grading of the site shall be performed in conformance with MCC 11-12-3H.
- 2.2.17 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.
- 2.2.18 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.
- 2.2.19 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.
- 2.2.20 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.
- 2.2.21 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.
- 2.2.22 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.
- 2.2.23 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. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=224605&dbid=0&repo=MeridianCity&cr=1>

D. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=223933&dbid=0&repo=MeridianCity>

E. NAMPA MERIDIAN IRRIGATION DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=224834&dbid=0&repo=MeridianCity>

F. PARKINS NOURSE IRRIGATION ASSOCIATION

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=224834&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;

The Council finds annexation of the subject site with an R-2 zoning designation is consistent with the Comprehensive Plan LDR FLUM designation for this property.

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

The Council finds the size of the proposed house and lot will be consistent with the purpose statement of the residential districts will be compatible with the low-density rural character.

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

The Council finds that the proposed zoning map amendment should not be detrimental to the public health, safety, or welfare. The Council considered any oral or written testimony that may be provided when determining this finding.

- 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 Council finds that the proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site.

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

The Council finds the proposed annexation is in the best interest of the City if the property is developed in accord with City/Agency comments and recommended development agreement provisions in Section VIII



AGENDA ITEM

ITEM TOPIC: License Agreement Between the City of Meridian and Joint School District No. 2 (dba West Ada School District) for Fields and Parking Lot at 915 E. Central Dr.



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

May 25, 2021

MEMORANDUM

TO: Mayor Robert Simison & Councilmembers

FROM: Garrett White, Recreation Manager, MPR Dept.

RE: West Ada School District – License Agreement for Fields and Parking Lot at Jabil Fields.

Background

At the request of the West Ada School District and due to the new school development on the West Ada School District property (Jabil Fields), this is an amendment to the current License Agreement for Jabil Fields and Parking Lot. This amendment allows the City to continue to reserve and supply one full size soccer field and open green space for our community.

The City is no longer responsible to maintain the pump station or parking lots. In short, the City will now only maintain the fields such as mowing, trash collection, and irrigation repairs that pertain to the fields. The West Ada School District will now be responsible for all areas outside the fields as well as the irrigation delivery system (pump) and all parking lot maintenance.

Included in this amendment, the City will have access the rest of the District Service Center (DSC) parking areas for additional parking for those using the fields.

Proposal

To approve the amendment as written.

**LICENSE AGREEMENT
FOR FIELDS AND PARKING LOT AT 915 E. CENTRAL DRIVE**

This LICENSE AGREEMENT FOR FIELDS AND PARKING LOT AT 915 E. CENTRAL DRIVE (“Agreement”) is made and entered into this ____ day of _____, 2021 (“Effective Date”), by and between Joint School District No. 2, doing business as West Ada School District, an Idaho school district and body corporate and politic of the State of Idaho (“District”), and the City of Meridian, an Idaho municipal corporation (“City”).

WHEREAS, the respective governing bodies of City and District are mutually interested in encouraging and supporting athletic programming for students and community members;

WHEREAS, City and District recognize that through cooperation, publicly-held facilities can be used to meet community needs for education and recreation;

WHEREAS, District owns a parcel of property located at 915 East Central Drive in Meridian currently developed with a parking lot and two soccer fields;

WHEREAS, District desires to make the soccer fields available for use by City for scheduled play until such time as the parcel is needed by District for other purposes;

WHEREAS, District is willing, upon certain terms and conditions, to provide non-exclusive use of a designated portion of the property for the purposes stated herein for a period of time defined within this Agreement; and,

WHEREAS, the Parties intend for this Agreement to supersede and replace the License and Maintenance Agreement executed on May 17, 2016, as well as any and all amendments or addenda thereto;

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

For and in consideration of promises contained herein, and other good and valuable consideration, District hereby gives and grants to City the non-exclusive right, privilege and license to use a portion of certain real property, located at 915 East Central Drive, Meridian, Idaho, and legally described as a portion of lot 2, block 1 of the Jabil Subdivision. The portions of the property subject to this agreement are Field 1, Field 2, and the associated parking lots to the north of the fields, as generally depicted on *Exhibit A* hereto, as well as the parking lots to the east of the fields, and any and all parking areas for the District Service Center (collectively referred to herein as the “licensed premises”). The remainder of the property is not subject to this agreement.

2. **TERM OF AGREEMENT**

This license is granted for an initial term to begin upon the Effective Date and expiring on December 31, 2022. This agreement shall automatically renew in increments of one (1) calendar year until otherwise terminated by either party according to the termination provisions contained herein.

3. **USE OF LICENSED PREMISES**

City's use of the licensed premises shall be limited to making the fields available for athletic and recreational activities and special events. City shall be the designated contact for scheduling the use of the fields and may charge reasonable reservation fees. City shall be responsible for solid waste removal from containers provided at the licensed premises, provision of portable restroom facilities, and storage of soccer goals. The use of the parking lot shall be allowed as an incidental use associated with scheduled uses of the fields. No other use of the licensed premises shall be allowed unless otherwise approved in writing by District.

4. **MAINTENANCE OF LICENSED PREMISES**

A. City shall maintain the fields at its sole cost and expense during the term of this agreement. This shall include irrigating, mowing, fertilizing, and weed control; and maintenance of the irrigation delivery system, including the replacement of broken or damaged heads, pipes, and valves that exclusively service the ballfields. City shall have access to the irrigation clock for management of the timing of the irrigation on the fields.

B. District shall maintain the parking lots, all landscaping, and the pump station, at its sole cost and expense during the term of this agreement. This shall include maintenance of the parking lot asphalt subsurface, curbs, paint, striping, and landscape medians; and all landscaping, including vegetation and irrigation systems around the building. District shall also pay all costs associated with delivery of the irrigation water, including, but not limited to: electricity, ditch fees, and/or assessments. District shall be responsible for all costs related to maintenance of that portion of the irrigation delivery system that does not service the ballfields, including the irrigation pump.

5. **TERMINATION**

A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this agreement for any reason upon sixty (60) days' written notice.

B. **TERMINATION UPON LOSS OF IRRIGATION SOURCE:** In the event that the existing surface irrigation water source is discontinued or the irrigation system is otherwise made unusable for any reason (including but not limited to a catastrophic

failure of the irrigation system), City or District may elect to immediately terminate this agreement upon notice to the other party.

C. **TERMINATION UPON CITY’S DEFAULT:** If City is in breach or default of any terms, covenants, or conditions of this Agreement and fails or refuses to cure such breach or default within ten (10) days of written notice thereof, this Agreement, and all rights of City conferred by this Agreement, at District’s option, may be deemed terminated and forfeited without further notice or demand.

6. **ASSIGNMENT OR TRANSFER**

City shall not assign, sublet or transfer the licensed premises, or any portion thereof, or cause or suffer any alterations thereto, other than as specified in this Agreement, without the express written consent of District.

7. **NOTICES**

A. All notices to be given with respect to this Agreement shall be in writing addressed as follows:

To District: West Ada School District
Attn: Superintendent
1303 E. Central Drive
Meridian ID 83642

To City: City of Meridian
Attn: City Clerk
33 E. Broadway Avenue
Meridian ID 83642

B. Notice shall be either delivered or sent by U.S. mail, postage prepaid, to the party to be notified at the address specified above, or such other address as either party may designate in writing. Every notice shall be deemed to have been given at the time it is deposited in the United States mail.

8. **CONDITION OF LICENSED PREMISES**

City acknowledges that City has inspected the licensed premises and does hereby accept the licensed premises as being in good and satisfactory order, condition, and repair. City agrees that upon termination of this Agreement, City shall surrender the licensed premises to District in the same good condition as received, reasonable wear and tear, damages by fire, acts of vandalism, or act of God exempted.

9. **HOLD HARMLESS AND INDEMNITY AGREEMENT**

On or about January 27, 2015, City and District entered into a *Hold Harmless and Indemnity Agreement*; such agreement is attached hereto as *Exhibit B* and incorporated herein by reference as though set forth fully herein.

10. **ENTIRE AGREEMENT**

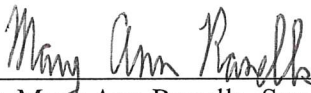
This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, verbal or written, including, without limitation, the License and Maintenance Agreement executed on May 17, 2016, and any and all amendments or addenda thereto.

11. **APPROVAL BY GOVERNING BOARDS REQUIRED**

This Agreement shall not be effective for any purpose whatsoever until it is approved by the parties' respective governing boards.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the Effective Date first above written.

WEST ADA SCHOOL DISTRICT:

By: 
Dr. Mary Ann Ranells, Superintendent

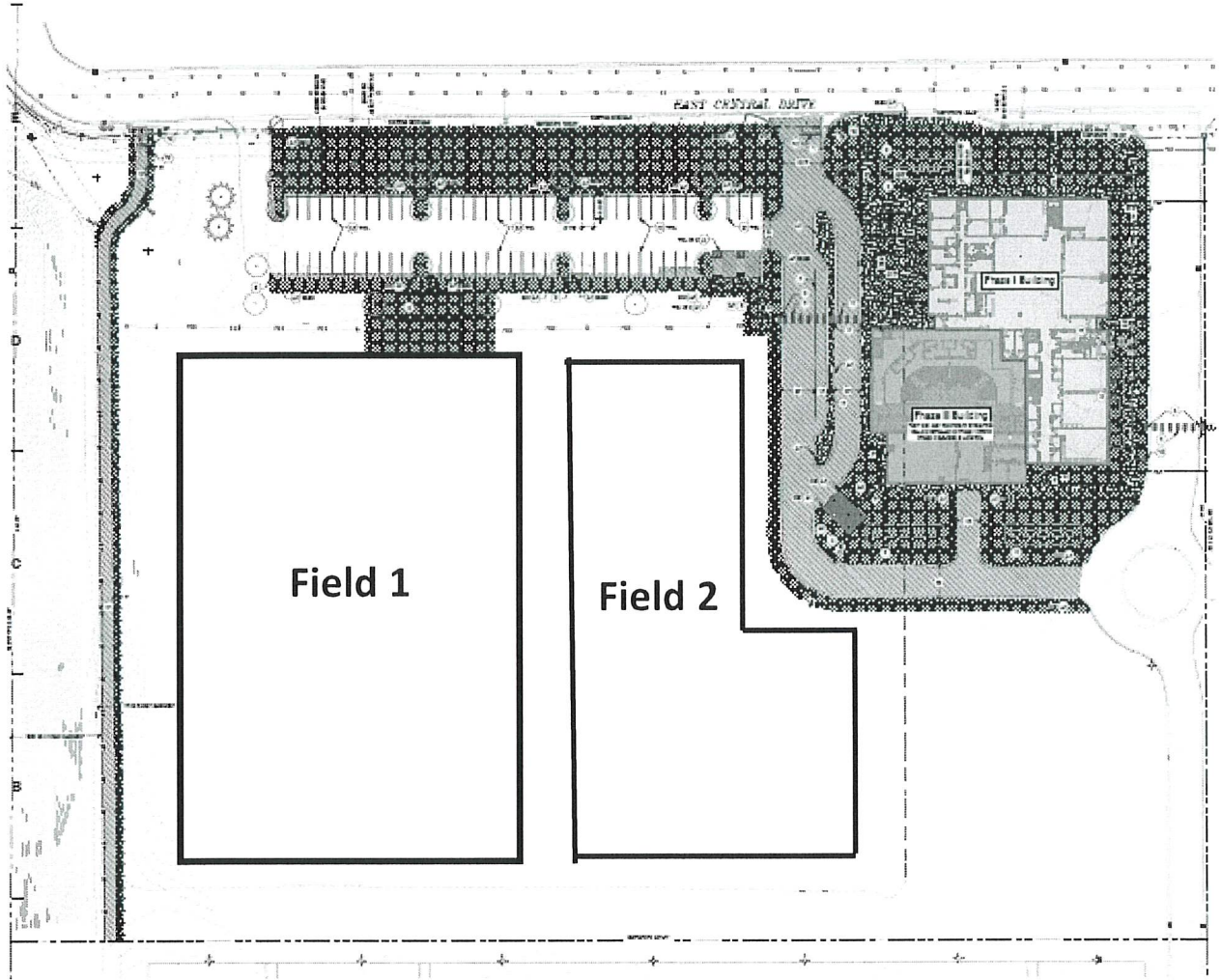
CITY OF MERIDIAN

Attest:

By: _____
Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A LICENSED PREMISES



Item #11.

EXHIBIT B
HOLD HARMLESS AND INDEMNITY AGREEMENT



West Ada

SCHOOL DISTRICT

HOLD HARMLESS AND INDEMNITY AGREEMENT (For use of School District Facilities by a Governmental Entity)

THIS HOLD HARMLESS AGREEMENT ("Agreement") is made by and between **Joint School District No. 2**, an Idaho school district and body corporate and politic of the State of Idaho, hereinafter the "District" and the **City of Meridian**, hereinafter referred to as "Entity".

RECITALS:

- A. Entity is a "governmental entity" as defined in the Idaho Tort Claims Act, Idaho Code §6-901, *et. seq.*
- B. Entity is interested in having the opportunity to use various facilities and/or grounds of the District for public purposes from time to time as approved by the District.
- C. In exchange for the opportunity to use the District's facilities and/or grounds, Entity desires to provide certain written assurances and indemnifications to District for claims and damage arising out of or occurring during and from such use as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, and in consideration of the recitals above, which are incorporated herein, and the mutual representations, covenants, undertakings and agreements hereinafter contained, District and Entity agree as follows:

1. Indemnification of District. Entity shall defend, indemnify and hold harmless the District, and District's trustees, officers, agents and employees, and the State of Idaho, from and against any and all demands, suits, actions, claims, loss or damage of any kind, character or description, whether or not meritorious, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the occupancy or use by Entity of any part of the District's facilities and/or grounds occasioned wholly or in part by any act or omission of Entity or its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors, except for such claim resulting solely from the negligence or otherwise wrongful act or omission of the District and/or the District's officers, employees, or servants.
2. Entity to Maintain Insurance Coverage. As a condition precedent to any use of District facilities and/or grounds, Entity, at its own expense, shall keep and maintain in full force and effect a comprehensive general liability insurance policy issued by a company licensed to engage in the insurance business in the State of Idaho.

Dr. Linda Clark, *Superintendent*

1303 E. Central Drive • Meridian, ID 83642 • P: (208) 855-4500 • F: (208) 350-5962

- a. The insurance policy shall contain standard liability insuring agreements in the limits set forth in the Idaho Tort Claims Act, naming the District as a Certificate Holder. The limits of said policy shall be not less than five hundred thousand dollars (\$500,000.00) for bodily or personal injury, wrongful death, or property damage or loss as a result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.
 - b. Not less than five (5) business days prior to Entity's first use of District's facilities and/or grounds, and at least annually thereafter for so long as Entity shall use any such facility and/or grounds, Entity shall furnish the District with a certificate of insurance evidencing the existence of such coverage, executed by a duly authorized representative of each insurer.
 - c. The certificate of insurance shall provide that the company or program providing such coverage shall provide the District with thirty (30) days prior written notice of cancellation or material alteration of the policies set forth in the certificate of insurance.
 - d. In the event that the limits of the Idaho Tort Claims Act are modified, the Entity shall deliver a new certificate of insurance to the District indicating compliance with the revised limits within ten (10) business days of the effective date thereof.
 - e. To the extent allowed under the Idaho Tort Claims Act and the Idaho Constitution, such insurance coverage shall be primary for any and all damage of any nature caused to or incurred by the District arising out of Entity's use of the District's facilities and/or grounds.
3. Waiver. The waiver by either party of the performance of any covenant, condition or term herein shall not invalidate this Agreement, nor shall the same be considered as a waiver by such party of any breach or other covenant, condition or term herein.
4. Notices. Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States Mail, certified, return receipt requested, postage prepaid, and properly addressed as follows:

To District: Joint School District No. 2
 Attn: Superintendent
 1303 E. Central Drive
 Meridian, ID 83642

To Entity: City of Meridian
 Attn: City Clerk
 33 E. Broadway Avenue
 Meridian, ID 83642

5. Assignment. Entity shall not be entitled to transfer or assign all or any portion of its interest in this Agreement.

Dr. Linda Clark, *Superintendent*

1303 E. Central Drive · Meridian, ID 83642 · P: (208) 855-4500 · F: (208) 350-5962

- 6. Attorney's Fees. In the event that suit or action is instituted by either party to interpret or enforce this Agreement, the prevailing party shall be entitled to recover a reasonable sum as attorney's fees and all court costs incurred on behalf of that party, including such fees and costs with respect to an appeal.
- 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
- 8. Authority of the Parties. Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of such party and is a valid and binding obligation upon the persons or entity signing this Agreement.
- 9. Amendment or Modification. No modification, release, discharge, or amendment of any provision hereof shall be binding unless reduced to writing and signed by authorized representatives of both parties.

ENTITY:

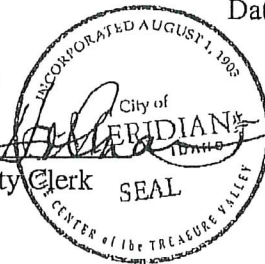
City of Meridian

Tammy de Weerd, Mayor

Date: 1-27-15

ATTEST:

Jaycee L. Holman, City Clerk



DISTRICT:

Joint School District No. 2

Linda Clark, Superintendent

Date: 1/23/14

Dr. Linda Clark, Superintendent

1303 E. Central Drive • Meridian, ID 83642 • P: (208) 855-4500 • F: (208) 350-5962



AGENDA ITEM

ITEM TOPIC: Public Works Request from Mussell Construction for Connection to the City Water System Outside City Limits at 4495 S Meridian Rd.

- Recommend doing a retrofit to the existing building to include sprinklers. Details of fire protection plan to be coordinated and approved through City Fire Plans Examiner.
- With the addition of sprinklers, code will also require a fire hydrant within 100' of the FDC.
- Public Works:
 - Sewer hookup and annexation required when available / contiguous.
 - Assessment fees, design and construction costs are responsibility of owner. Plans for City infrastructure must be approved and inspected through Community Development / Public Works.
 - The existing well must be properly abandoned unless it is used for irrigation and must remain completely separated from City water.
 - According to section 6-4 B of the Meridian Design Standards, a future install agreement will be required at annexation for 2 streetlights. Public Works prefers to execute this agreement now.
- Community Development: The property must meet the following requirements when it annexes:
 - Comply with Architectural Standards
 - Provide 35 ft street buffer with 10 ft multi-use pathway and landscaping.
 - Provide landscaping in parking lot.
 - Provide noise abatement.
 - Provide cross-access easements to adjacent properties.
 - Discontinue access to SH-69 when other access is available.

A separate Pre-Application meeting was held through Community Development before it was determined that the applicant could not annex and develop in the City. The pre-application notes are attached and should be incorporated into the agreement.

Staff recommends that the request to connect to City water be approved.

IV. ALTERNATIVES

Council could deny the request. The owner would either not be able to provide fire protection for their building, or they will have to develop another system such as a new well and tank to provide fire protection. This would likely result in the parcel staying in the county for much longer, which would affect the City's desire for access control on SH-69, pathway development, and other stated issues.

V. TIME CONSTRAINTS

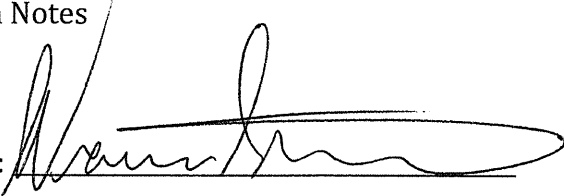
The owner would like to secure an agreement and begin construction within 6 months.

VI. LIST OF ATTACHMENTS

- Request from Mussell Construction for Connection to the City Water System Outside City Limits at 4495 S Meridian Road

Item #12.

- Preliminary Plan Set
- Pre-Application Notes

Approved for Council Agenda: 

Date: 6/3/21



PO Box 3304
Nampa, ID 83653
Phone: (208) 466-3331
Fax: (208) 466-5717

May 6, 2021

To Whom it May Concern:

The purpose of this letter is to request to connect to City water services “outside of” Meridian City limits for the property located at 4495 S. Meridian Road, Meridian, Idaho, Parcel #R4622730070. This request is in relation to our plans to construct a 4,500sf addition to the existing Adventure Church.

Use of the Addition: The facility will be used to conduct church worship services. Hours of church services will be Sundays from 9:00am till 12:00pm and Wednesday evenings from 6:30 till 8:00pm. The number of worshipers will range from 76 to 110 with no more than 5 employees during the largest shift.

Sewer & Future Annexation into City Limits: Initially, we reached out to the City to hook up to the city sewer system...thinking the new Stapleton subdivision was our north boundary. We then learned that the property’s north boundary is just short of City limits by a 10’-to-20’ strip of land. We have not been able to purchase or acquire an easement for this strip of land. Hence, we are unable to hook up to the City sewer system.

Water Source: In discussion with Central District Health Department, they will approve our plan to add an additional septic tank to the existing system providing we can connect to the City’s water system for fire suppression and domestic water. We are requesting to connect to Meridian City water services “outside of the city limits” for the purpose of fire suppression and domestic water as required by Central District Health Department. We agree to comply with all City policies and requirements that will be asked of us to connect to City water services.

We look forward to being annexed into Meridian City limits and it is our understanding with the development of the adjacent property (south of the property), another access will be provided to the property, eliminating direct access to Meridian Road. With annexation we agree to connect to the City’s sewer system as soon as available, will comply with all policies & requirements for sewer connection, and; we willing forfeit direct access to Meridian Road knowing we will be allowed access through the development of adjacent property.

Sincerely,

A handwritten signature in black ink that reads 'Mike Mussell'. The signature is written in a cursive, flowing style.

Mike Mussell, President

CITY OF MERIDIAN PRE-APPLICATION MEETING NOTES

Project/Subdivision Name: Jessica Condominiums Date: 3/2/21

Applicant(s)/Contact(s): Mike Mussell, Jay Lundergan

City Staff: Sonya, Bill, Miranda, Bret, Terri, Codee, Kim

Location: 4495 S. Meridian Rd. (#R4622730010) Size of Property: 1.59

Comprehensive Plan FLUM Designation: Mixed Use – Community (MU-C)

Existing Use: Multi-tenant building with a milk testing lab & church Existing Zoning: LO in Ada County

Proposed Use: No change in uses proposed; an addition to the existing building is proposed Proposed Zoning: L-O or C-C

Surrounding Uses: Ag land

Street Buffer(s) and/or Land Use Buffer(s): 35' wide street buffer required along S. Meridian Rd./SH-69, landscaped per the standards in UDC 11-3B-7C

Open Space/Amenities/Pathways: A 10' wide detached multi-use pathway in a public use easement is required within the street buffer along S. Meridian Rd./SH-69 per UDC 11-3H-4C.4 with landscaping on either side per the standards in UDC 11-3B-12C.

Access/Stub Streets/Street System: Access via S. Meridian Rd./SH-69, provide cross-access easements to adjacent properties to the north and south in accord with UDC 11-3A-3. Existing access will be allowed to remain until such time as access is available from an adjacent property then the access via SH-69 shall be discontinued & removed.

Waterways/Topography/Flood Plain: NA

History: Jessica Condominiums (2011), Units 1-6. An agreement w/the City exists that requires annexation into the city and hook up to City water & sewer services when available (2012?).

Additional Meeting Notes: **The subject property is not currently contiguous to City annexed land; therefore, it's not eligible for annexation at this time. Once eligible and annexation is requested, the following will apply:**

- Annexation w/L-O or C-C zoning consistent w/MU-C FLUM designation; comply w/dimensional standards in UDC 11-2B-3 for the applicable district. The milk testing lab is classified as an office (aka professional service) (NAICS 541) and is a principal permitted use in the L-O & C-C districts as is a church, subject to the specific use standards in UDC 11-4-3-6.
- If new development, including an addition or a change in use is proposed, comply with the following standards:
 - Provide noise abatement along SH-69 for the church use consistent with the standards listed in UDC 11-3H-4D.
 - Provide a 35' wide street buffer along S. Meridian Rd./SH-69 landscaped per the standards listed in UDC 11-3B-7C; a 10' wide multi-use pathway is required within the buffer with landscaping on either side per the standards listed in UDC 11-3B-12C.
 - Parking lot landscaping is required per the standards listed in UDC 11-3B-8C based on the applicability in UDC 11-3B-2.
 - Compliance with the design review standards listed in the Architectural Standards Manual is required for any addition as set forth in UDC 11-5B-8B.

Note: Based on SB1108 that is currently before the State Legislature, the City is taking a "pause" on approving larger annexation applications until the outcome of the Bill is known. If passed, it could substantially impact the City's service levels & limit the City's ability to keep up with growth needs.

Note: A Traffic Impact Study (TIS) will be required by ACHD for large commercial projects and any residential development with over 100 units. To avoid unnecessary delays & expedite the hearing process, applicants are encouraged to submit the TIS to ACHD prior to submitting their application to the City. Not having ACHD comments and/or conditions on large projects may delay hearing(s) at the City. Please contact Mindy Wallace at 387-6178 at ACHD for information in regard to a TIS, conditions, impact fees and process.

Other Agencies/Departments to Contact:

- | | | |
|---|---|--|
| <input type="checkbox"/> Ada County Highway Dist. (ACHD) | <input type="checkbox"/> Nampa Meridian Irrigation Dist. (NMID) | <input type="checkbox"/> Public Works Department |
| <input type="checkbox"/> Idaho Transportation Dept. (ITD) | <input type="checkbox"/> Settler's Irrigation District (SID) | <input type="checkbox"/> Building Department |
| <input type="checkbox"/> Republic Services | <input type="checkbox"/> Police Department | <input type="checkbox"/> Parks Department |
| <input type="checkbox"/> Central District Health Department | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Other: _____ |

Application(s) Required:

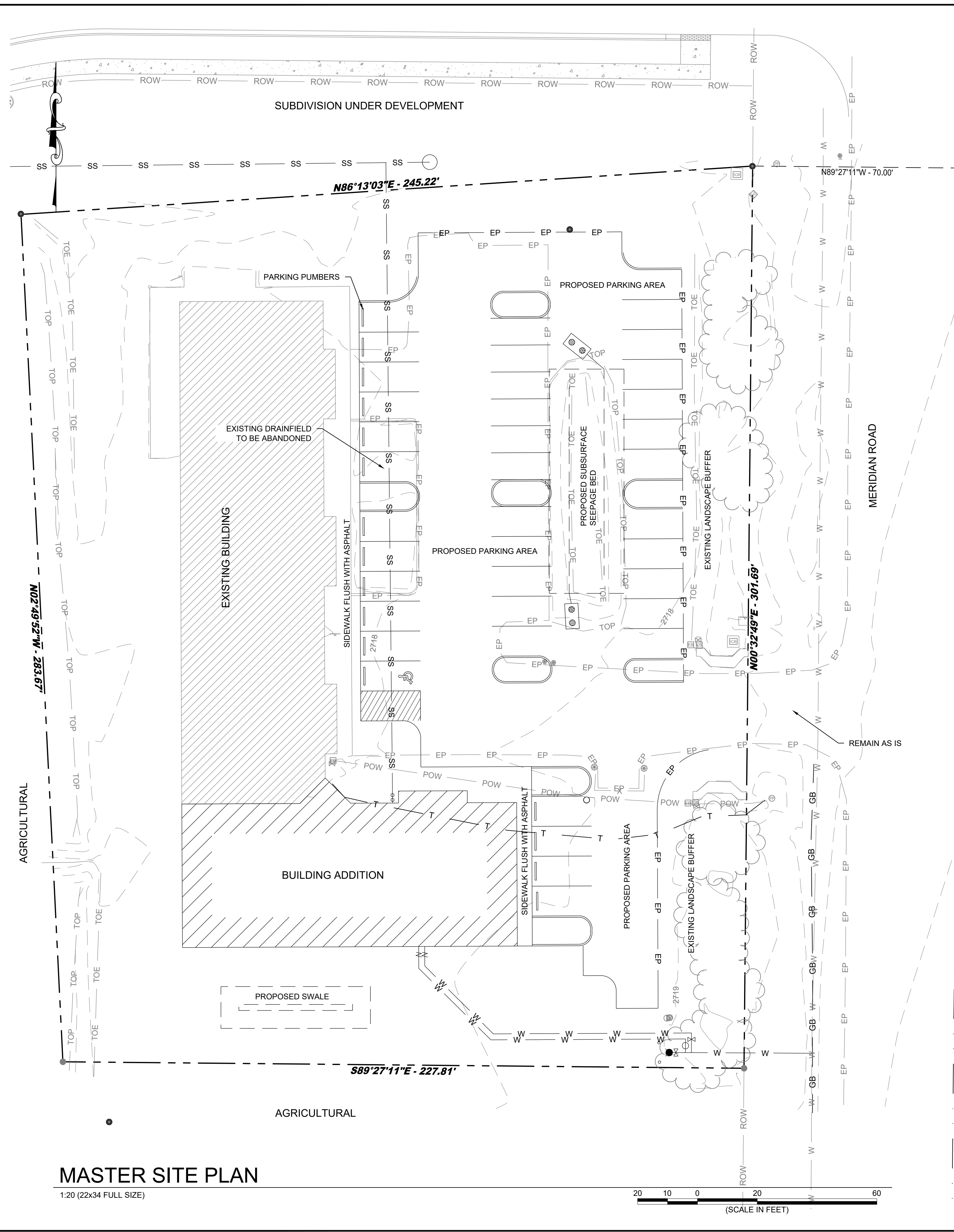
- | | | |
|--|---|---|
| <input type="checkbox"/> Administrative Design Review | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Alternative Compliance | <input type="checkbox"/> Conditional Use Permit Modification/Transfer | <input type="checkbox"/> Private Street |
| X <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Development Agreement Modification | <input type="checkbox"/> Rezone |
| <input type="checkbox"/> City Council Review | <input type="checkbox"/> Final Plat | <input type="checkbox"/> Short Plat |
| <input type="checkbox"/> Comprehensive Plan Amendment – Map | <input type="checkbox"/> Final Plat Modification | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> Comprehensive Plan Amendment – Text | <input type="checkbox"/> Planned Unit Development | |

**CITY OF MERIDIAN
PRE-APPLICATION MEETING NOTES**

- UDC Text Amendment
- Vacation

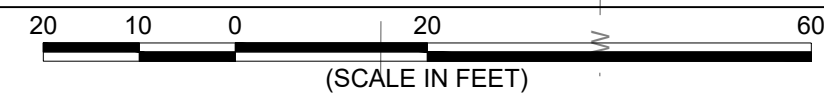
- Variance
- Other

Notes: 1) Applicants are required to hold a neighborhood meeting in accord with UDC 11-5A-6C prior to submittal of an application requiring a public hearing (except for a vacation or short plat); and 2) All applicants for permits requiring a public hearing shall post the site with a public hearing notice in accord with UDC 11-5A-5D.3 (except for UDC text amendments, Comp Plan text amendments, and vacations). The information provided during this meeting is based on current UDC requirements and the Comprehensive Plan. Any subsequent changes to the UDC and/or Comp Plan may affect your submittal and/or application. This pre-application meeting shall be valid for four (4) months.



MASTER SITE PLAN

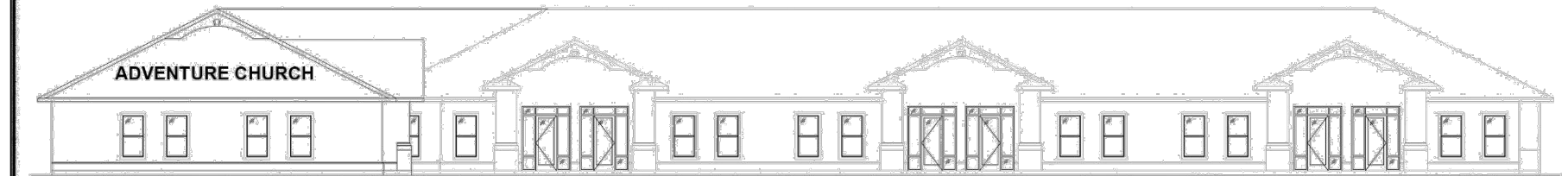
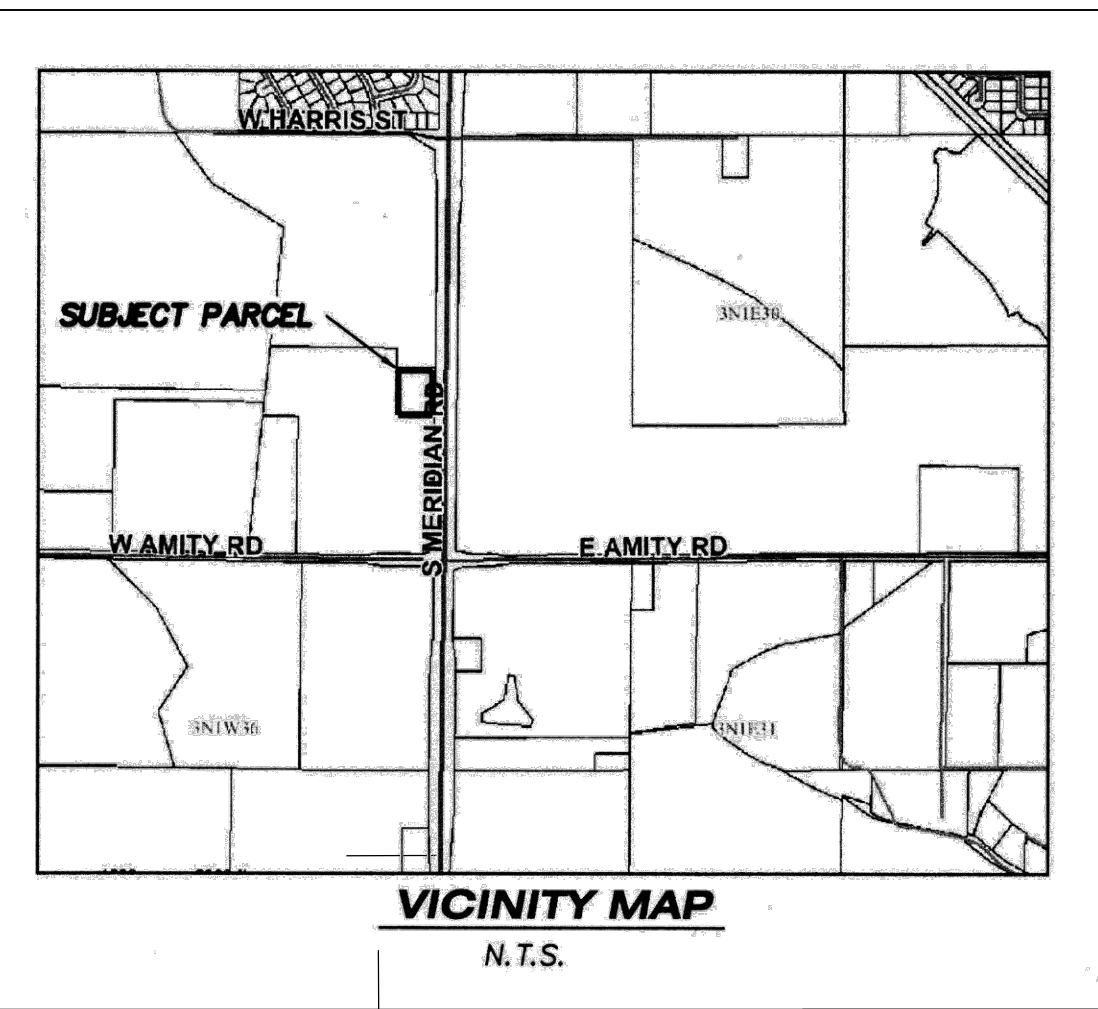
1:20 (22x34 FULL SIZE)



LEGEND

- FOUND 1/2" REBAR "AS NOTED"
- FOUND 5/8" REBAR "AS NOTED"
- FOUND ALUMINUM CAP
- ⊕ MAIL BOX
- ⊕ SIGN POST
- ⊕ POST/ BOLLARD
- ⊕ IRRIGATION CONTROL BOX
- ⊕ IRRIGATION CONTROL VALVE
- PIPE INVERT
- TOP OF PIPE
- WATER SPIGOT
- WATER MANHOLE
- ⊕ TELEPHONE RISER
- ⊕ ELECTRICAL BOX
- LIGHT POLE
- POWER POLE
- — — PROPERTY BOUNDARY (LOT)
- — — SECTION LINE
- — — RIGHT OF WAY LINE
- EP — EP — EXISTING EDGE OF PAVEMENT
- W — W — EXISTING WATER LINE
- X — X — EXISTING FENCE
- POW — POW — EXISTING POWER LINE
- GB — GB — EXISTING GRADE BREAK
- T — T — PHONE LINE
- TOE — TOE — TOE OF BANK
- — — SIDEWALK
- TOP — TOP — TOP OF BANK
- — — TREE DRIP LINE

N00°32'49"E - 2664.84'



ELEVATIONS

GENERAL NOTES

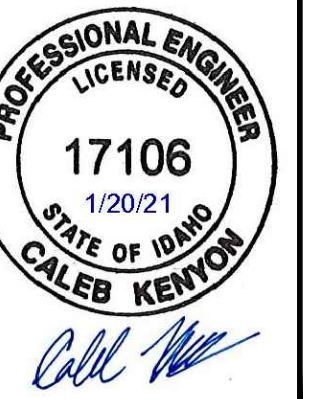
1. TOTAL PARCEL AREA: +/- 1.59 ACRES
2. CURRENT ZONE: RUT
3. PROPOSED ZONE LO
4. IMPACT AREA: CITY OF MERIDIAN
5. EXISTING BUILDING SHALL REMAIN +/- 8740 SF
6. EXISTING LANDSCAPE BUFFER ALONG MERIDIAN ROAD TO REMAIN
7. SITE LIGHTING: 8 EXISTING FRONT-EYE MOUNTED, DOWNWARD FACING CANNED FLOOD LIGHTS ON MOTION SENSORS WILL REMAIN. SAID LIGHTING COMPLES WITH ACC 8-4H-6D & LIGHT DOES NOT TRESPASS ONTO ADJACENT PARCELS.
8. SIGN PLAN: BUSINESS SIGN NOT REQUESTED AT THIS TIME. AT A LATER DATE, SAID SIGN SHALL BE INCLUDED WITH THE APPROPRIATE BUILDING PERMIT.
9. OVERLAY DISTRICT: NONE
10. PARKING REQUIRED: 14 STALLS
11. PARKING PROVIDED: 39 STALLS (INCLUDING 1 HANDICAPPED STALL), 9'W x 20'L
12. SITE ACCESS: EXISTING MERIDIAN ROAD APPROACH TO BE UTILIZED UNTIL ADJACENT LAND DEVELOPS AND PROVIDES FOR NEW APPROACH PER ITD AND CITY REQUIREMENTS.
13. OWNER AGREES TO ANNEX INTO THE CITY OF MERIDIAN WHEN THE SUBJECT PARCEL IS ELIGIBLE FOR ANNEXATION.
14. SEWER: EXISTING SEPTIC TO BE UTILIZED UNTIL CITY SEWER IS ADJACENT TO THE PARCEL. OWNER SHALL FILE AN ACCESSORY USE APPLICATION TO THE CENTRAL DISTRICT HEALTH DEPARTMENT.
15. POTABLE WATER: EXISTING DOMESTIC WELL TO BE UTILIZED UNTIL CITY WATER IS ADJACENT TO THE PARCEL.
16. PAVING MATERIAL SHALL CONSIST OF 4" MIN OF 3/4" CRUSHED AGGREGATE WITH 2.5" MIN OF RECYCLED ASPHALT SURFACE.
17. THE EXISTING LANDSCAPING IS SERVED WITH A PRESSURIZED SYSTEM VIA THE EXISTING WELL.
18. A MINIMUM OF 1 BICYCLE PARKING PLACE WITH WHEEL RACK SHALL BE PROVIDED.
19. A LOADING ZONE SHALL BE PROVIDED.
20. FLOOD LIGHTS INDICATED ON SIDE AND REAR OF BUILDING.
21. CAN LIGHTS INDICATED BY FRONT DOORS.
22. POST LIGHTS INDICATED AT ENTRANCE OF PROPERTY.



16 12TH Ave. Ste. 112
Nampa, Idaho 83651
Phone (208) 955-8126

MASTER SITE PLAN
ADVENTURE CHURCH
4495 S MERIDIAN ROAD
AD COUNTY MERIDIAN IDAHO
MUSSELL CONSTRUCTION

NO.	DATE	BY	DESCRIPTION

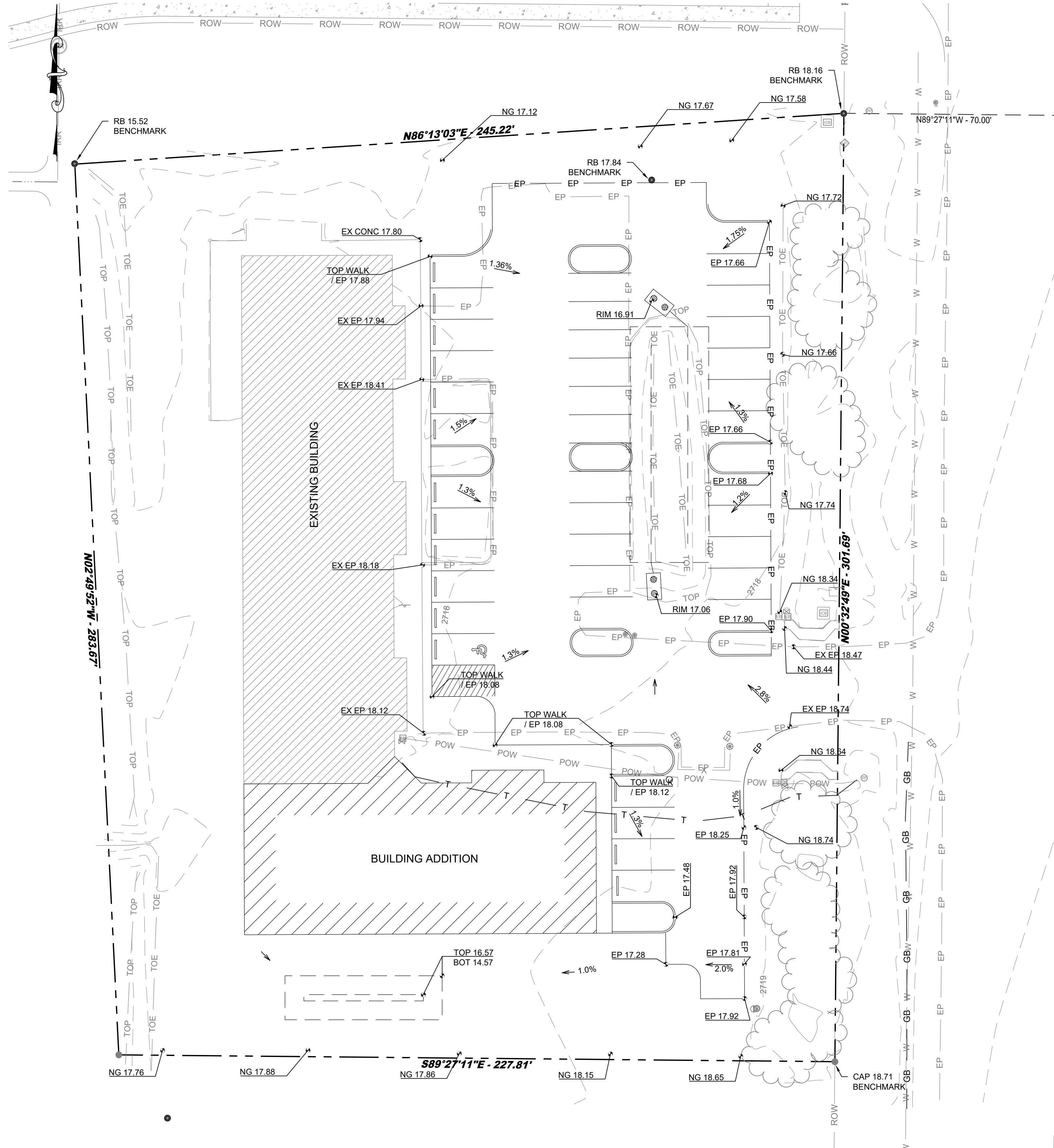


FILE NUMBER: 202993

DESIGNED BY: C. KENYON
DRAWN BY: C. KENYON
DATE

SHEET NUMBER:

CS-101



LEGEND

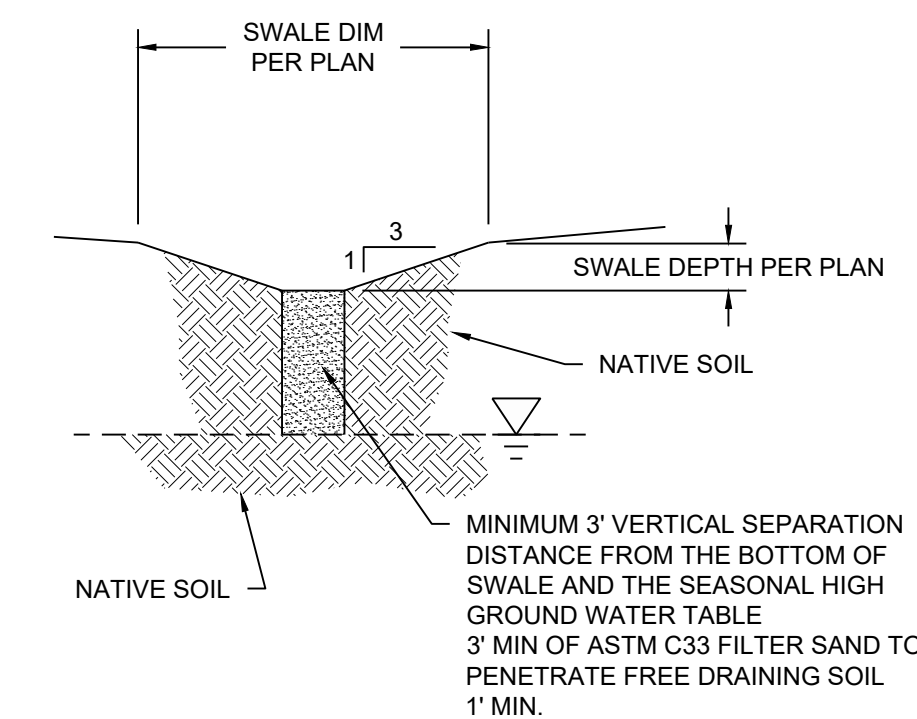
- FOUND 1/2" REBAR "AS NOTED"
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- PIPE INVERT
- TOP OF PIPE
- ⊕ WATER SPIGOT
- WATER MANHOLE
- ⊕ TELEPHONE RISER
- ⊕ ELECTRICAL BOX
- ⊕ LIGHT POLE
- ⊕ POWER POLE
- PROPERTY BOUNDARY (LOT)
- SECTION LINE
- RIGHT OF WAY LINE
- EP — EP — EXISTING EDGE OF PAVEMENT
- W — W — EXISTING WATER LINE
- X — X — EXISTING FENCE
- POW — EXISTING POWER LINE
- GB — EXISTING GRADE BREAK
- T — PHONE LINE
- TOE — TOE OF BANK
- TOP — SIDEWALK
- TOP — TOP OF BANK
- TREE DRIP LINE

GENERAL NOTES

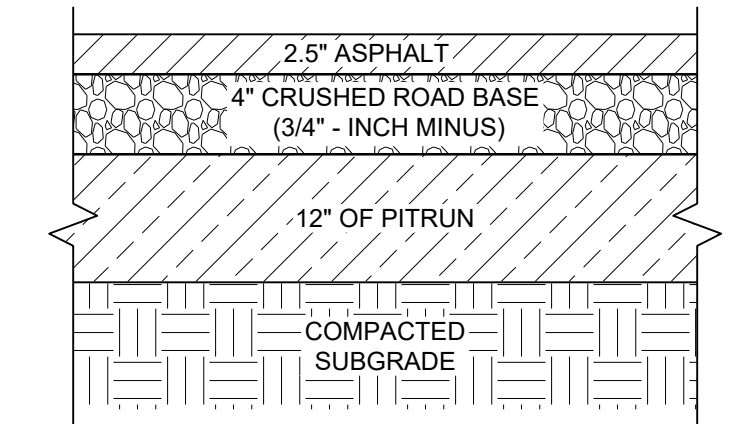
1. THE TOPOGRAPHIC SURVEY WAS PERFORMED BY TIMBERLINE LAND SURVEYING, DECEMBER 2020.
2. ELEVATIONS ON PLAN HAVE BEEN TRUNCATED BY 2700 FEET.
3. MAXIMUM SLOPE TO BE 2.5:1.
4. IT IS ASSUMED THERE WILL BE NO RUNOFF FROM ADJACENT PROPERTIES ENTERING THE DRAINAGE FACILITIES.
5. ALL CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT ISPWC (IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION).
6. THE CONTRACTOR SHALL CONSTRUCT ALL NEW FACILITIES BOTH INSIDE AND OUTSIDE OF BUILDINGS TO MEET OR EXCEED ADA STANDARDS.
7. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS ON SITE. THE CONTRACTOR SHALL FIELD VERIFY ELEVATIONS OF EXISTING MATCH POINTS PRIOR TO CONSTRUCTION. ANY CHANGES WHICH DEVIATE FROM THESE PLANS MUST BE APPROVED PRIOR TO CONSTRUCTING.
8. ONLY APPROVED PLAN SETS SHALL BE USED BY THE PROJECT CONTRACTOR AND SHALL BE KEPT ON SITE AT ALL TIMES.
9. THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK NECESSARY FOR FINAL ACCEPTANCE OF WORK FROM OWNER OR ANY OTHER GOVERNING AGENCY INCLUDING BUT NOT LIMITED TO AS-BUILT DRAWINGS, INSPECTIONS, TESTING REPORTS, AND CERTIFICATIONS.
10. CONTRACTOR SHALL OBTAIN ALL APPLICABLE CONSTRUCTION PERMITS. THE CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY PERMITS AND FEES.
11. THE COST OF VARIOUS FENCE, GUARD RAIL, LANDSCAPING, IRRIGATION SYSTEM, MAILBOX, SIGN, ETC. REMOVAL AND REPLACEMENT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THIS PROJECT.
12. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR OR REPLACEMENT SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING CONSTRUCTION.
13. THE CONTRACTOR SHALL PROVIDE OR MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
14. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
15. THE CROSS SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 2% (1.75% IS TARGET).

ABBREVIATIONS

BENCH MARK	BM
EDGE OF PAVEMENT	EP
ELEVATION	EL
EXISTING	EX
FINISH GRADE	FG
NATURAL GROUND	NG
GRADE BREAK	GB
INVERT	INV
MATCH	MA
RADIUS	R
REBAR	RB
RIM OF FEATURE	RIM
TOP OF CONCRETE	TC
TOP OF ASPHALT	TA
WATER METER	WM



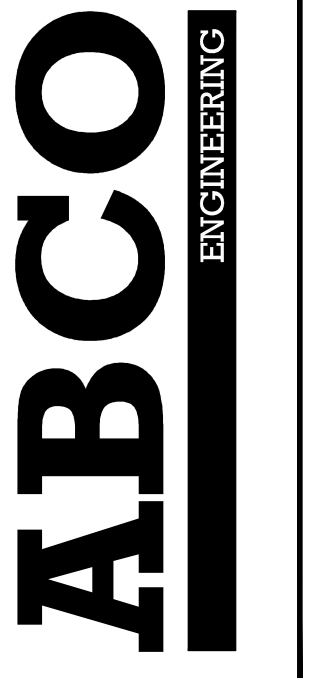
A2 DETAIL NTS



A1 PAVEMENT SECTION NTS

GRADING AND DRAINAGE PLAN

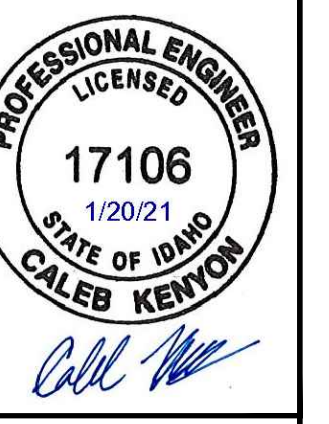
1:20 (22x34 FULL SIZE)



16 12TH Ave. Ste. 112 Nampa, Idaho 83651 Phone (208) 955-8126

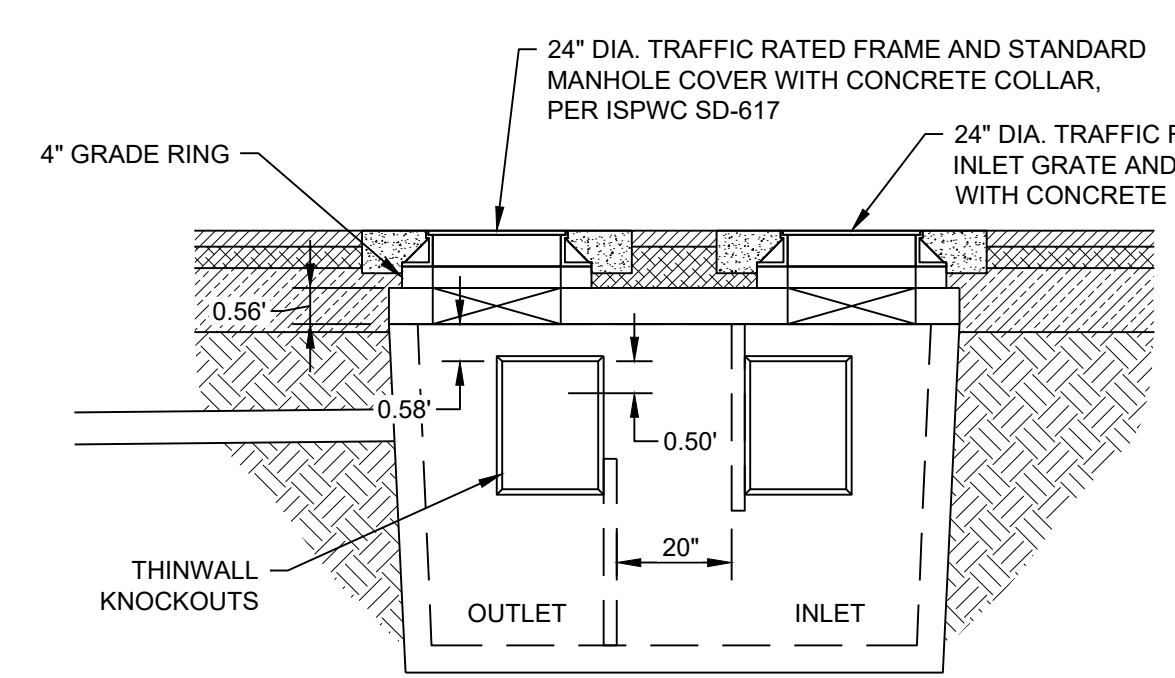
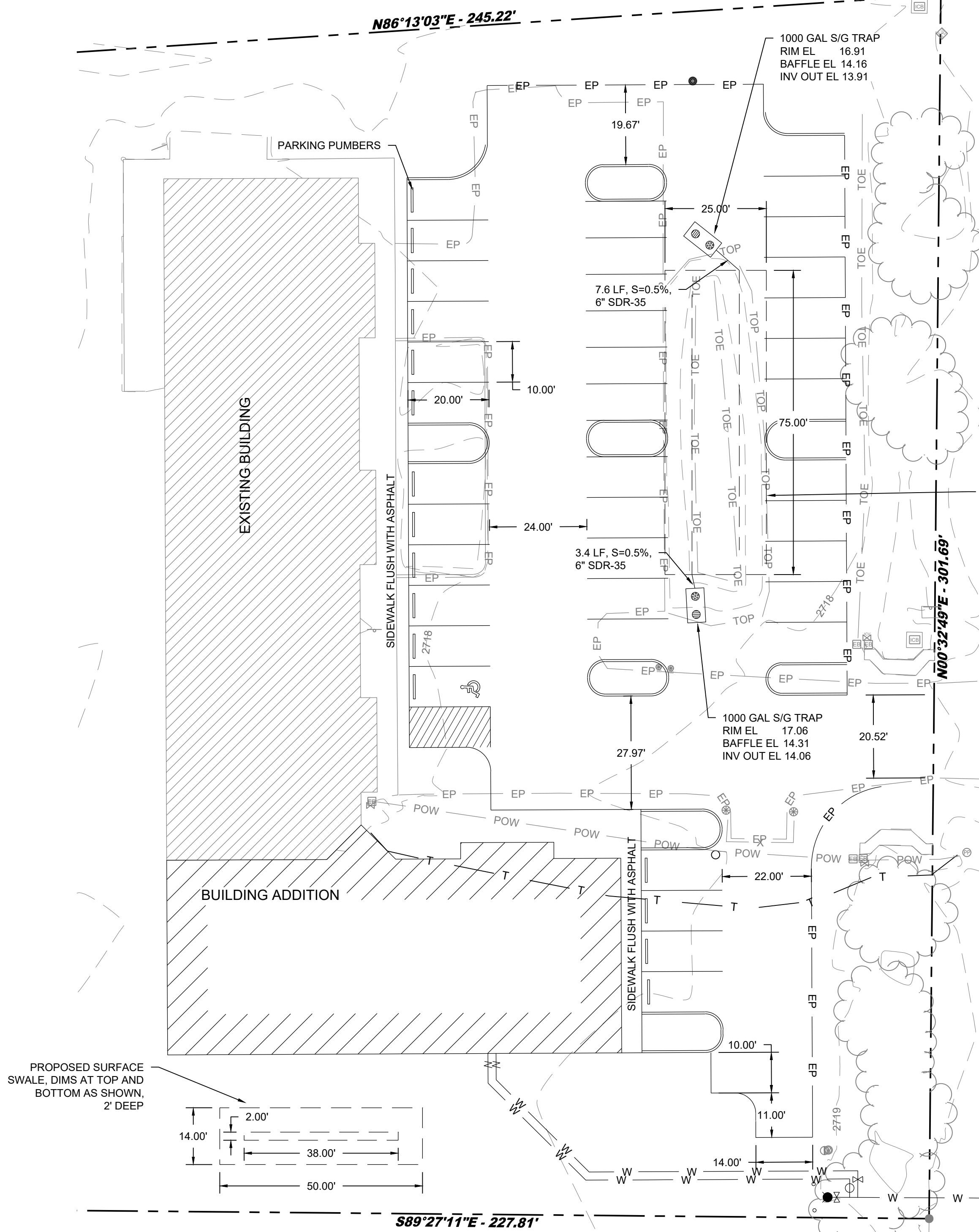
GRADING AND DRAINAGE PLAN ADVENTURE CHURCH 4495 S MERIDIAN ROAD AD COUNTY MERIDIAN IDAHO MUSSELL CONSTRUCTION

NO.	DATE	BY	DESCRIPTION

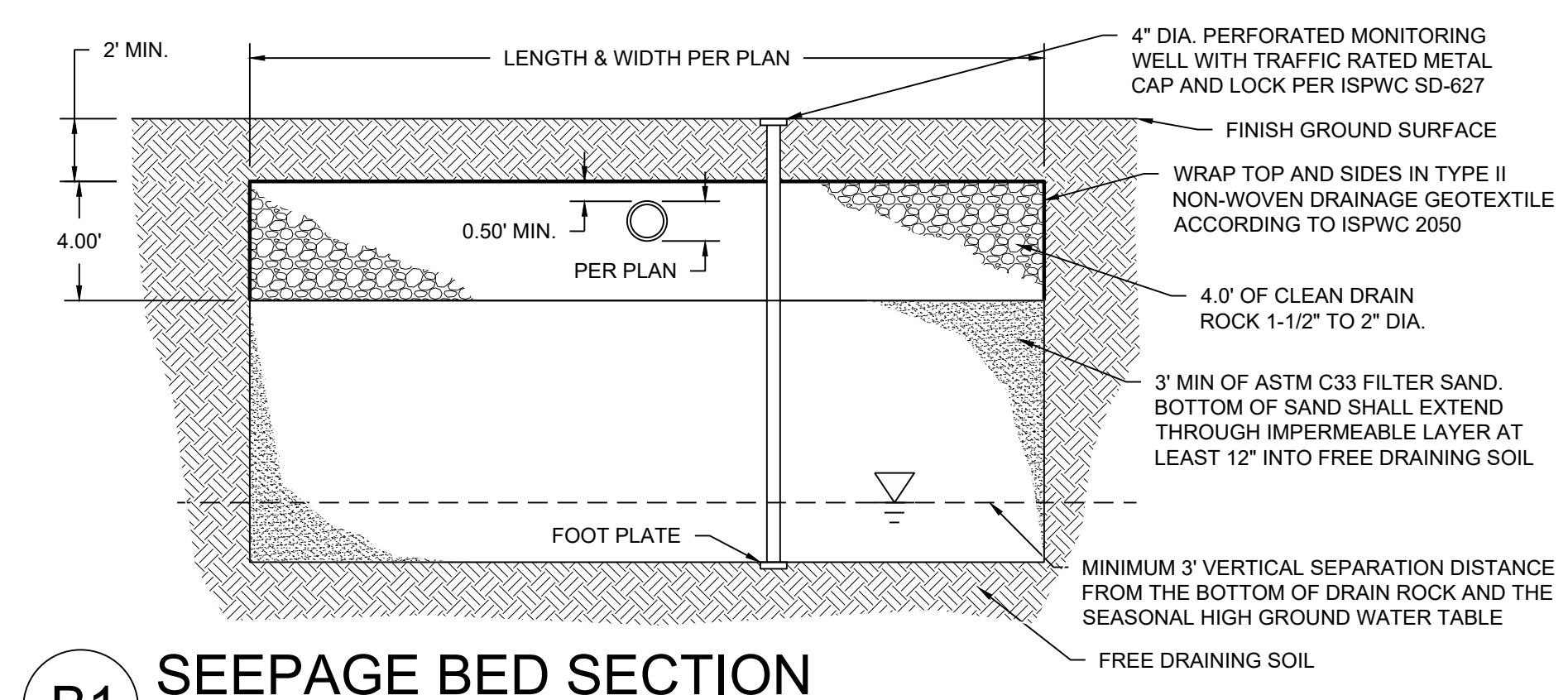
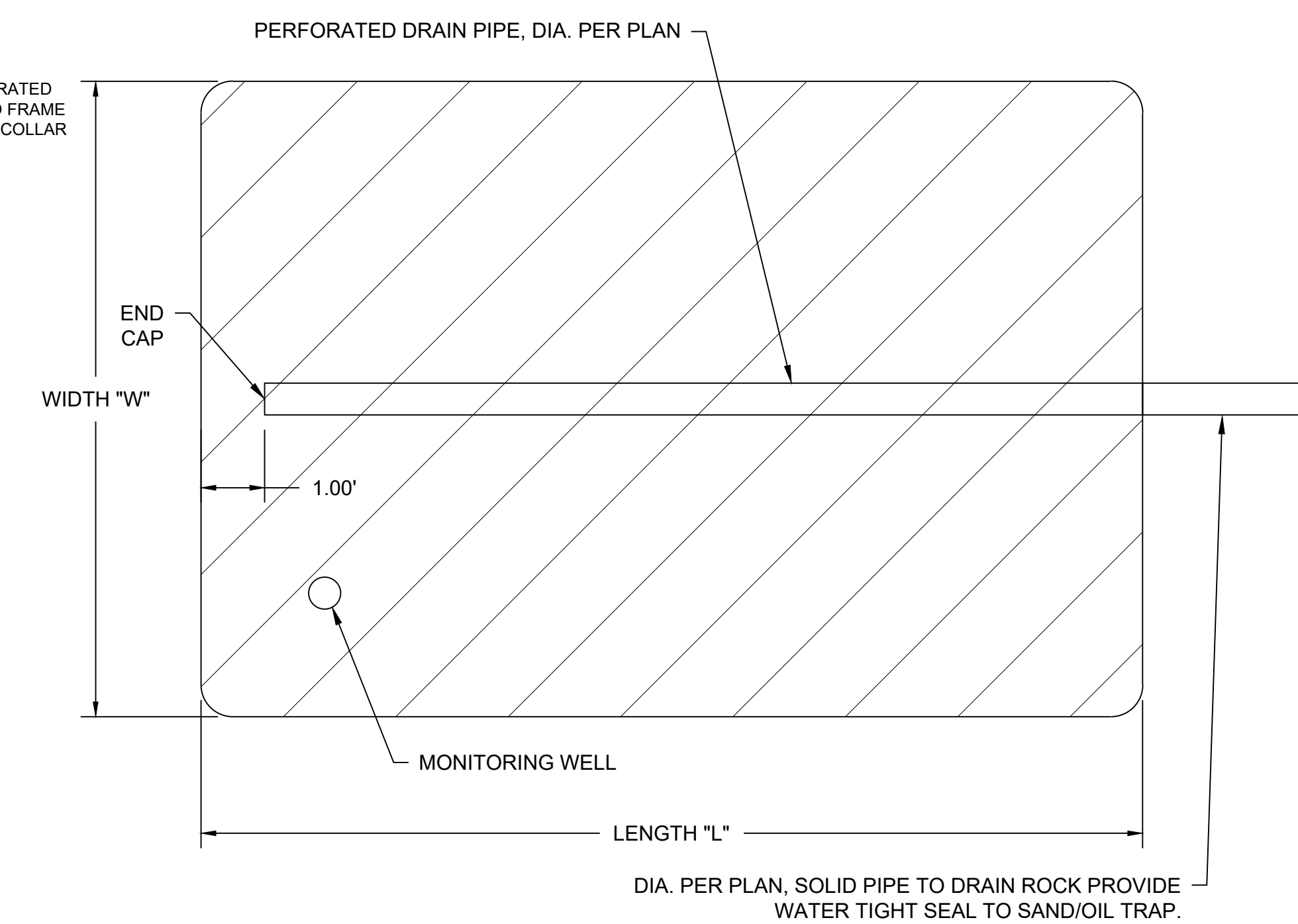


FILE NUMBER: 202993 DESIGNED BY: C. KENYON DRAWN BY: C. KENYON DATE: January 2021

SHEET NUMBER: CS-102



1,000 GALLON SAND AND OIL TRAP
B2
NTS



B1 SEEPAGE BED SECTION
NTS

ABC0
ENGINEERING

202993-Adventure Church Addition Stormwater Volume Calculation

Area 1 Seepage bed 1						Area 2 Seepage bed 2					
Total Area (sf)			52,432.00			Total Area (sf)			17,656.00		
Impervious Area (sf)			36,895.00			Impervious Area (sf)			6,233.00		
Impervious Area Coefficient			0.95			Impervious Area Coefficient			0.95		
Pervious Area (sf)			15,537.00			Pervious Area (sf)			11,423.00		
Pervious Area Coefficient			0.3			Pervious Area Coefficient			0.3		
Rainfall (in)			1			Rainfall (in)			1		
100 year 1 hour precipitation			0.083			100 year 24 hour precipitation			0.083		
100 year 1 hour precipitation			388.43			100 year 24 hour precipitation			285.58		
Volume of SW on site (cf)			2,920.85			Volume of SW on site (cf)			493.45		
From Pervious Areas						From Pervious Areas					
From Impervious Areas						From Impervious Areas					
Volume of SW infiltrated (cf)			1,250.00			Volume of SW infiltrated (cf)			50.67		
Total SW on site (cf)			2,059.28			Total SW on site (cf)			728.35		
Storage											
		Field 1				Field 2					
Location	Porosity (%)	Length (ft)	Width (ft)	Depth (ft)	Storage Volume	Area Top (sqft)	Area Bot (sqft)	Area Avg (sqft)	Depth (ft)	Storage Volume	
Drain Rock Swale	0.3	75	25	4	2,250.0	700	76	388	2.0	776.0	
TOTAL					2,250.0						776.0
Infiltration 24 hr check											
Soil Type	Infiltration Rate (in/hr)	Infiltrate Area (SF)	Depth to Infiltrate (in)	Time of Infiltration (Hr)	Infiltrate Area (SF)	Depth to Infiltrate (in)	Time of Infiltration (Hr)				
Sand and Gravel	8	1,875.0	13.179	1.647	76	115.003	14.375				

SITE PLAN
1:20 (22x34 FULL SIZE)



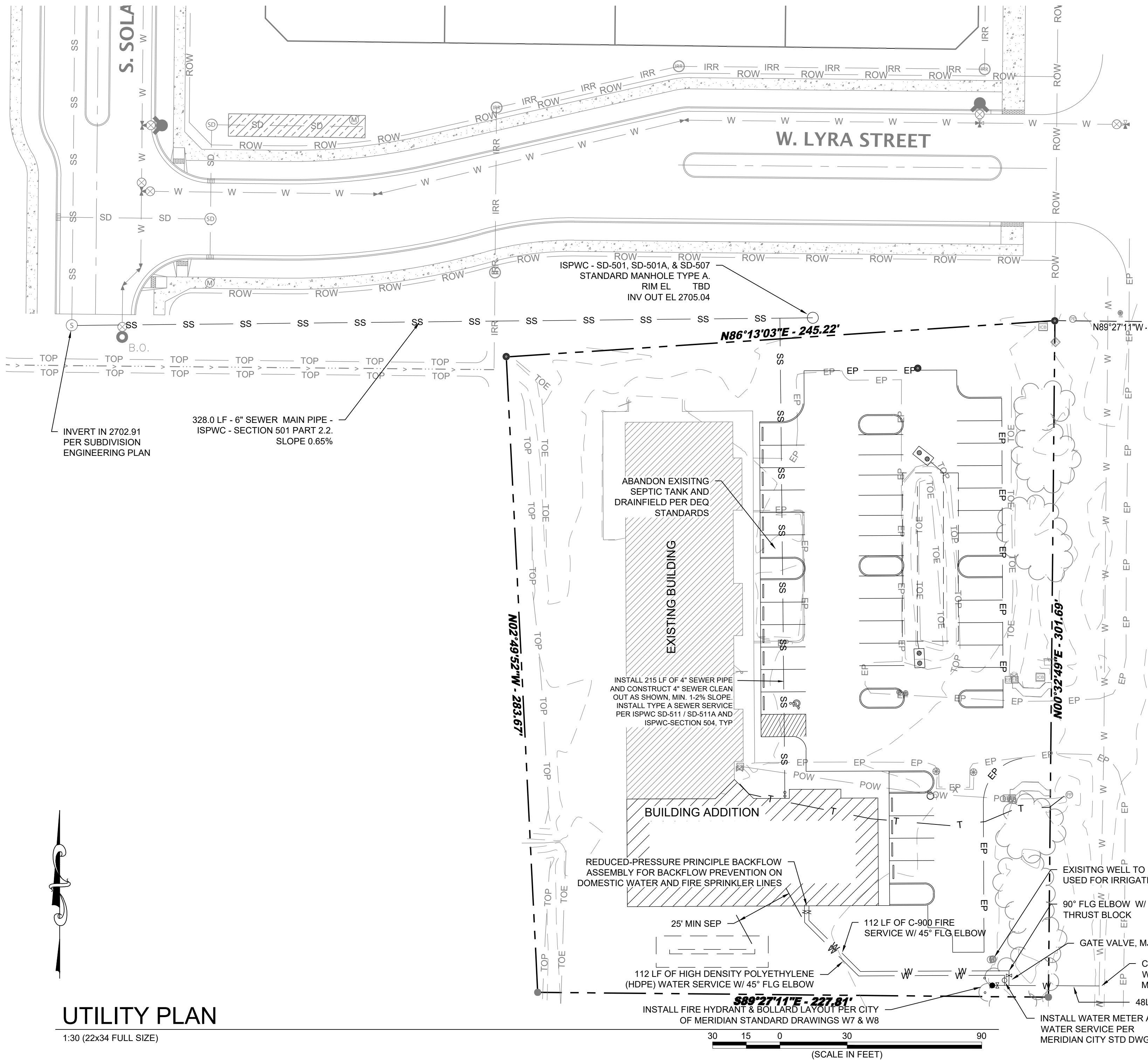
REVISIONS	NO.	DATE	BY	DESCRIPTION



FILE NUMBER:
202993

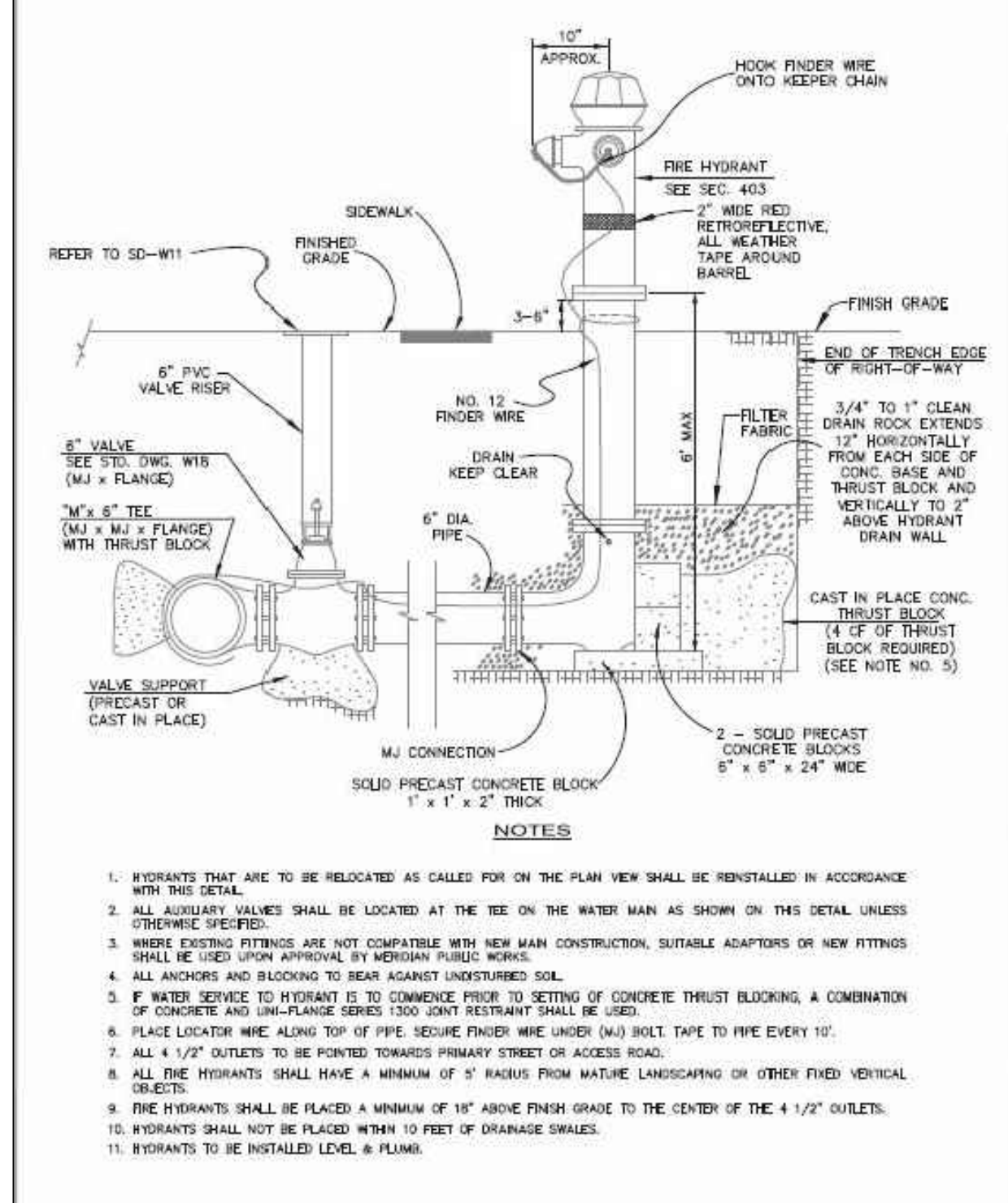
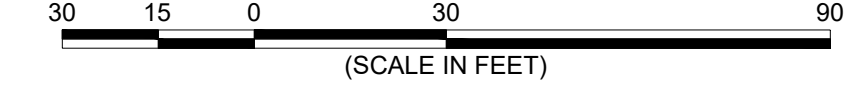
DESIGNED BY:
C. KENYON
DRAWN BY:
C. KENYON
DATE

SHEET NUMBER:

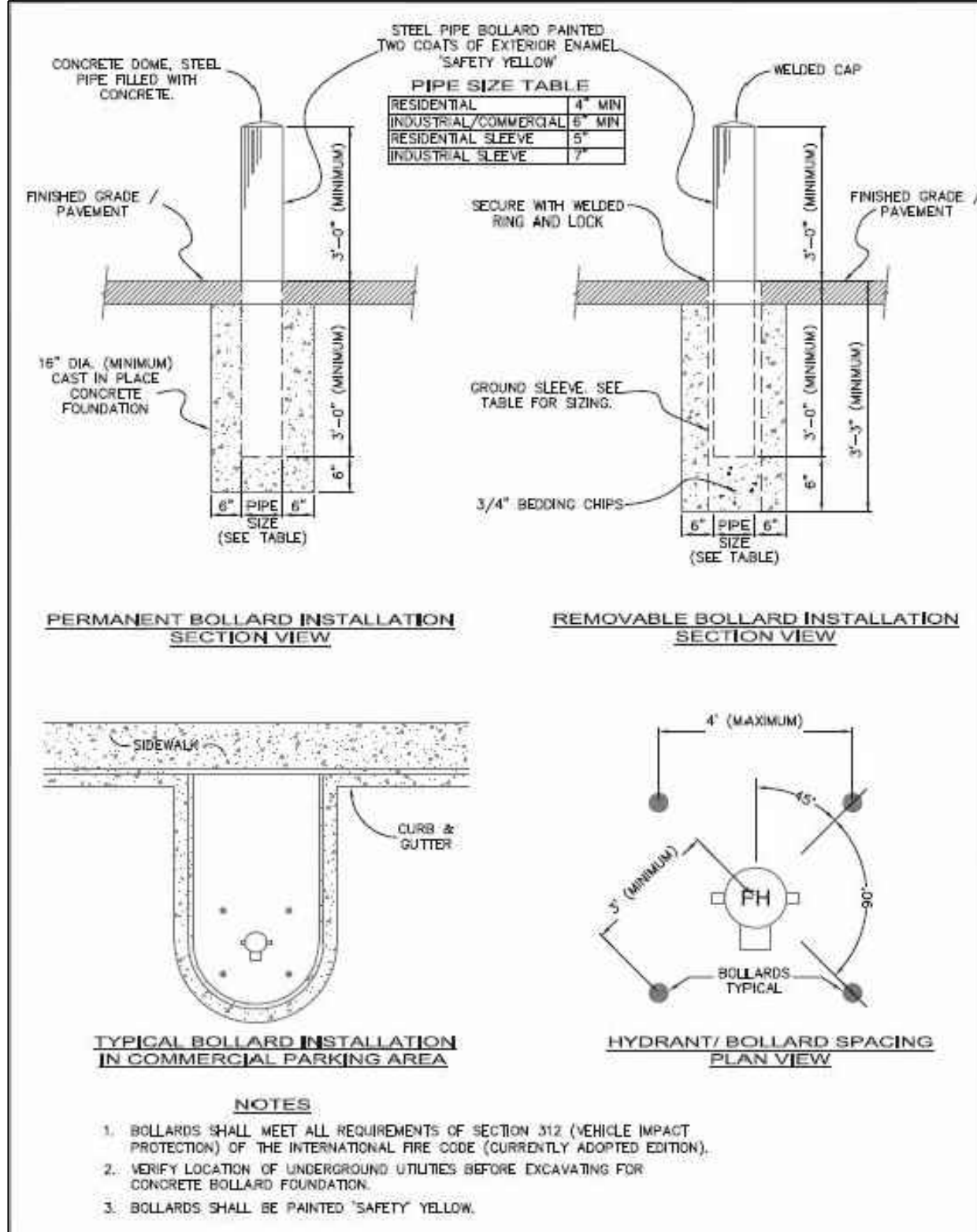


UTILITY PLAN

1:30 (22x34 FULL SIZE)



- NOTES**
- HYDRANTS THAT ARE TO BE RELOCATED AS CALLED FOR ON THE PLAN VIEW SHALL BE REINSTALLED IN ACCORDANCE WITH THIS DETAIL.
 - ALL ARBITRARY VALVES SHALL BE LOCATED AT THE TIE ON THE WATER MAIN AS SHOWN ON THIS DETAIL UNLESS OTHERWISE SPECIFIED.
 - WHERE EXISTING FITTINGS ARE NOT COMPATIBLE WITH NEW MAIN CONSTRUCTION, SUITABLE ADAPTORS OR NEW FITTINGS SHALL BE USED UPON APPROVAL BY MERIDIAN PUBLIC WORKS.
 - ALL ANCHORS AND BLOCKING TO BEAR AGAINST UNDISTURBED SOIL.
 - IF WATER SERVICE TO HYDRANT IS TO COMMENCE PRIOR TO SETTING OF CONCRETE THRUST BLOCKING, A COMBINATION OF CONCRETE AND LINE-FLANGE SERIES 300 JOINT RESTRAINT SHALL BE USED.
 - PLACE LOCATOR WIRE ALONG TOP OF PIPE. SECURE FINDER WIRE UNDER (M) BOLT TAPE TO PIPE EVERY 10\"/>



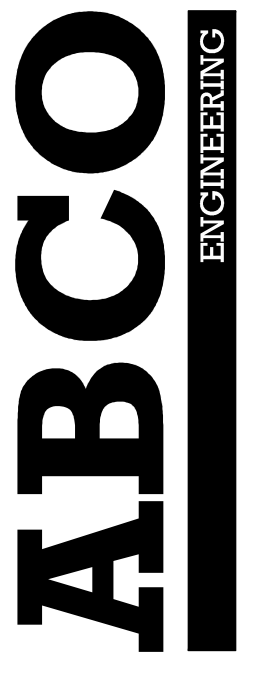
- NOTES**
- BOLLARDS SHALL MEET ALL REQUIREMENTS OF SECTION 312 (VEHICLE IMPACT PROTECTION) OF THE INTERNATIONAL FIRE CODE (CURRENTLY ADOPTED EDITION).
 - VERIFY LOCATION OF UNDERGROUND UTILITIES BEFORE EXCAVATING FOR CONCRETE BOLLARD FOUNDATION.
 - BOLLARDS SHALL BE PAINTED 'SAFETY YELLOW'.

CITY OF MERIDIAN
2013 SUPPLEMENTAL
SPECIFICATIONS
TO THE BOARD STANDARDS FOR
PUBLIC WORKS CONSTRUCTION

STANDARD DRAWING NO.
W7

CITY OF MERIDIAN
2013 SUPPLEMENTAL
SPECIFICATIONS
TO THE BOARD STANDARDS FOR
PUBLIC WORKS CONSTRUCTION

STANDARD DRAWING NO.
W8



16 12TH Ave. Ste. 112
Nampa, Idaho 83651
Phone (208) 955-8126

UTILITY PLAN
ADVENTURE CHURCH
4495 S MERIDIAN ROAD
AD COUNTY MERIDIAN IDAHO
MUSSELL CONSTRUCTION

NO.	DATE	BY	DESCRIPTION



FILE NUMBER:
202993

DESIGNED BY:
C. KENYON
DRAWN BY:
C. KENYON
DATE

SHEET NUMBER:
CS-104



AGENDA ITEM

ITEM TOPIC: Legal Department: Fiscal Year 2021 Budget Amendment in the amount of \$50,000 for Legal Services

City of Meridian FY2021 Budget Amendment Form



Please only complete the fields highlighted in Orange.

Personnel Costs

Full Time Equivalent (FTE): _____

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1520	41200	0	Wages	
01	1520	41206	0	PT/Seasonal Wages	
01	1520	41210	0	Overtime	
01	1520	41304	0	Uniform Allowance	
01	1520	42021	0	FICA	\$ -
01	1520	42022	0	PERSI	\$ -
01	1520	42023	0	Worker's Comp	\$ -
01	1520	42025	0	Employee Insurance	\$ -
Total Personnel Costs					\$ -

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	1520	55106	0	Legal Services	\$ 50,000		\$ 50,000
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
01	1520		0				\$ -
Total Operating Expenditures					\$ 50,000	\$ -	\$ 50,000

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1520		0		
01	1520		0		
01	1520		0		
01	1520		0		
01	1520		0		
01	1520		0		
Total Capital Outlay					\$ -

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1520		0		
01	1520		0		
01	1520		0		
Total Revenue/Donations					\$ -

Amendment Details

Title: Legal Services Increase

Department Name: Legal

Presenting Department Name: Legal

Department #: 1520

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 _____ Date 6/7/21

[Signature]

Department Director

TC 6-7-21 *BP 6-7-21*

Chief Financial Officer

Approved Liz Strader 10:39 6/5/2021

Council Liaison

[Signature] 6-7-21

Mayor

Total Amendment Request \$ 50,000

City of Meridian FY2021 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Department Name: Legal	Title: Legal Services Increase
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	Instructions for Submitting Budget Amendments > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > 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	
Operating	\$ 50,000	\$ -	\$ -	\$ -	\$ -		
Capital	\$ -						
Total	\$ -	\$ 50,000	\$ -	\$ -	\$ -		
Total Estimated Project Cost: \$ 50,000							

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

- Describe what is being requested?
Increase to Legal Services line item.
- Why was this budget request not submitted during the current fiscal year budget cycle?
The amount necessary for outside legal servcies increased during the fiscal year.
- What is the explanation for not submitting this budget request during the next fiscal year budget cycle?
The budget has been fully expended now. We will need these additional funds to cover the overage and any additional needs that may arise in the current fiscal year.
- 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 sources of anticipated additional revenue that will result from approval of this request.
General fund
- 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.
- Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.
No.
- Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)
- Is the amendment going to result in the disposal of an asset? (Yes or No)
- Any additional comments?

Total Amendment Request \$ 50,000

Every 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: Resolution No. 21-2271: A Resolution of the Mayor and the City Council of the City of Meridian Accepting the Traffic Box Box Art Image Repository 2021-2023 and Providing an Effective Date

CITY OF MERIDIAN

RESOLUTION NO. 21-2271

BY THE CITY COUNCIL:

BERNT, BORTON, CAVENER,
HOAGLUN, PERREAULT, STRADER

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, ACCEPTING THE TRAFFIC BOX ART IMAGE REPOSITORY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meridian City Code section 2-2-2(A)(2-4) charges the Meridian Arts Commission (“MAC”) with stimulating awareness and appreciation of the importance of publicly accessible art and its benefits to the community, encouraging the growth and preservation of the city's art resources, fostering the development of a receptive climate for the arts; and advising the City Council on the aesthetic aspects of works of art to be installed by the City of Meridian;

WHEREAS, the City desires that public art will be a component of our community, and to that end, 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 reproduction on vinyl wraps to be installed on traffic signal boxes in Meridian;

WHEREAS, on May 13, 2021, MAC reviewed the responses to the Call for Artists, selected artists whose works are appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, and recommends to the Meridian City Council that such works, as depicted in *Exhibit B* hereto, be included in the Traffic Box Art Image Repository and available for reproduction on vinyl wraps to be installed on traffic signal boxes in Meridian; and

WHEREAS, the Mayor and City Council find that the proposed Traffic Box Art Image Repository, as set forth in *Exhibit B*, will serve the best interest of Meridian’s residents, businesses, and traveling public;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN CITY, IDAHO:

Section 1. That the proposed Traffic Box Art Image Repository, attached hereto as *Exhibit B*, is hereby accepted and adopted by the Mayor and City Council of the City of Meridian.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the City Council of the City of Meridian, Idaho, this _____ day of June, 2021.

APPROVED by the Mayor of the City of Meridian, Idaho, this _____ day of June, 2021.

APPROVED:

ATTEST:

Robert E. Simison, Mayor

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: 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.

Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY

Applicant: _____

E-mail address: _____

Mailing address: _____

Physical address: _____

Applicant phone: Day: _____ Cell: _____

Where did you hear about this opportunity?: _____

- Image title(s): 1. _____ 2. _____ 3. _____

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: _____ Date: _____

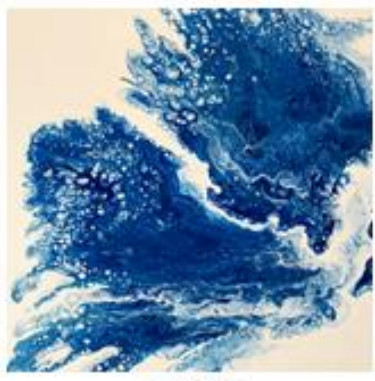
EXHIBIT B



2021-2023 Image Repository: TRAFFIC BOX COMMUNITY ART PROJECT



Ameerah Bader
Still Life, Still Here Week 24



April Davis
Crashing Waves



Catherine Crews
Bluebird



Cindi Walton
Into the Blue



Dave English
Brook



Hallie Maxwell
Sunset on the Seine



Joyce Green
Jerseys in Idaho



Lisa Flowers Ross
Indian Summer



Lupe Galvan
Deer at Dusk

The images shown here are cropped. To see the full image, please contact 489-0399 or mac@meridiancity.org | 6/15/2021

Arts
Meridian Commission



Marne Elmore
Billy



Mary Gardiner
Splash



Miguel Almeida
Somos Idaho



Rachel Linquist
At the Keys



Rosa Cruz
Cocoon of Inclusion



Stephanie Inman
High Desert



Tisha Johnson
She Took Time



Tran Tran
Drama Sky

The images shown here are cropped. To see the full image, please contact 489-0399 or mac@meridiancity.org | 6/15/2021



AGENDA ITEM

ITEM TOPIC: Public Works Department: Fiscal Year 2021 Budget Amendment in the Amount of \$500,000 for Well 17 Water Treatment Facility



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

TO: Mayor Robert E. Simison
Members of the City Council

FROM: Kyle Radek
Assistant City Engineer

DATE: 05/28/2021

SUBJECT: BUDGET AMENDMENT IN THE AMOUNT OF \$500,000 FOR WELL 17 WATER TREATMENT

ANTICIPATED COUNCIL PRESENTATION DATE: 06/15/21

I. RECOMMENDED ACTION

- A. Move to:
 1. Approve the Well 17 Water Treatment Budget Amendment for \$500,000.
 2. Authorize the Mayor to sign the amendment.

II. DEPARTMENT CONTACT PERSONS

Brent Blake, Engineering Project Manager	489-0340
Kyle Radek, Assistant City Engineer	489-0343
Warren Stewart, City Engineer	489-0350
Dale Bolthouse, Director of Public Works	985-1257

III. DESCRIPTION

A. Background

City Council approved the budget, starting in FY20, for an iron and manganese treatment facility at Well 17 that will improve the water quality supplied by this well. This project was accelerated because Well #17 manganese levels are approaching Environmental Protection Agency health advisory levels. Some phases of the project have been completed including pilot testing, equipment procurement, and design of the treatment facility. The project is now ready for the construction phase of the treatment facility which includes construction of the building, equipment installation, and site work.

B. Reason for Amendment

Bids for the construction phase of the treatment facility were opened on May 12, 2021. The low bid exceeded the balance of the FY21 available funding. In order to award a contract for construction, and complete the balance of the project, additional funds are

needed. The primary reason for the shortfall is related to the current bidding environment. Contractors have many opportunities with the rapid growth taking place, and don't have to compete as aggressively for new work. The rising cost of materials, equipment, asphalt, steel, and lumber has also contributed to higher than anticipated costs.

IV. IMPACT

A. Strategic Impact:

This project meets our mission requirements to identify and prioritize work to anticipate, plan, and provide public services and facilities that support the needs of our growing community and ensure modern reliable facilities while maintaining financial stewardship.

B. Service/Delivery Impact:

This project will improve level of service to customers by removing iron and manganese and associated taste and odor from water supplied by Well 17.

C. Fiscal Impacts

The overall budget for the Well 17 Treatment Project will increase by \$500,000 in order to provide adequate funding to complete the project. The current Enterprise Fund balance can support the additional funding required. Total project funding will increase from \$2,000,000 to \$2,500,000.

	Budgeted/Estimated Costs	Actual/Bid Costs
FY20		
Design Contracts	\$ 300,000	\$ 300,786
Design Services During Construction	\$ 100,000	\$95,185
Well Assessment/Well Reconstruction Labor	\$ 10,000	\$ 2,500
Equipment Procurements	\$ 460,000	\$ 471,164
Misc. Expenses/Contingency	\$ 30,000	\$ 31,000
FY20 Total	\$ 900,000	\$ 900,635
FY21		
Construction	\$ 1,000,000	\$ 1,498,477*
Bid Alternate 1 & 2	\$ 0	\$ 33,855*
Contingency	\$ 100,000	\$ 67,033
FY 21 Total	\$ 1,100,000	\$ 1,599,365
Project Total	\$ 2,000,000	\$ 2,500,000
Budget Shortfall		\$ 500,000


Well 17 Bidding Contractors	Bid (all bids include bid alternate of stainless steel pump column & bowls)
Cascade Enterprises Inc.	\$1,738,651
IMCO General Construction	\$ 2,017,036
*Irminger Construction (winning bidder)	\$ 1,532,332
JC Constructors, Inc.	\$ 1,684,699
The Ewing Company	\$1,829,258

V. **ALTERNATIVES**

The City could choose not to approve the budget amendment and delay award of a construction contract to the next fiscal year. This would require re-bidding in hopes of a more favorable construction estimate. Additionally, filter equipment has already been procured for the project and would need to be stored.

VI. **TIME CONSTRAINTS**

This project is currently planned for completion in spring of 2022. Choosing not to approve this request will result in delay of project completion. This will also delay the improvements in level of service associated with this project.

Approved for Council Agenda:  _____

Item #15.

Item #15.

5/28/2021 3:05 PM

City of Meridian FY2020 Budget Amendment Form



Please only complete the fields highlighted in Orange.

Personnel Costs

Full Time Equivalent (FTE):

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
60	3490	41200	11081	Wages	
60	3490	41206	11081	PT/Seasonal Wages	
60	3490	41210	11081	Overtime	
60	3490	41304	11081	Uniform Allowance	
60	3490	42021	11081	FICA	\$ -
60	3490	42022	11081	PERSI	\$ -
60	3490	42023	11081	Worker's Comp	\$ -
60	3490	42025	11081	Employee Insurance	\$ -
Total Personnel Costs					\$ -

Amendment Details

Title: Well 17 Water Treatment
 Department Name: Public Works
 Presenting Department Name: Public Works
 Department #: 3490
 Primary Funding Source: 60
 CIP#: _____
 Project #: 11081

Is this for an Emergency? Yes No
 New Level of Service? Yes No

Clerks Office Stamp

Date of Council Approval _____

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
60	3490		11081				\$ -
Total Operating Expenditures					\$ -	\$ -	\$ -

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
60	3490	96117	11081	Well 17	\$ 500,000
60	3490		11081		
60	3490		11081		
60	3490		11081		
60	3490		11081		
60	3490		11081		
Total Capital Outlay					\$ 500,000

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
60	3490		11081		
60	3490		11081		
60	3490		11081		
Total Revenue/Donations					\$ -

Acknowledgement _____ **Date** 6/2/21
 Department Director

APPROVED
By Todd Lavoie at 8:38 am, Jun 03, 2021

BP 6/2/21

Chief Financial Officer
APPROVED: Brad Hoaglund 10:37 am 6/3/2021

Council Liaison
 _____ **6-3-21**
 Mayor

Total Amendment Request \$ 500,000

Total Amendment Cost - Lifetime

City of Meridian FY2020 Budget Amendment Form

Prior Year(s) Funding	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operating	\$ -	\$ -	\$ -	\$ -	\$ -
Capital	\$ 900,000	\$ 1,100,000			
Total	\$ -	\$ 900,000	\$ 1,100,000	\$ -	\$ -

Department Name: Public Works
 Title: Well 17 Water Treatment

- Instructions for Submitting Budget Amendments:**
- > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review
 - > Department will add Amendment to Council Agenda using Agenda Manager Software
 - > Finance will send Amendment to Council Liaison for signature
 - > Council Liaison will send signed Amendment to Finance
 - > Finance (Budget Analyst) will send approved Amendment to the Mayor for acknowledgement/approval
 - > Mayor will send Amendment to the City Clerk's office
 - > After Council approval, the City Clerk will forward to Finance (Budget Analyst)

Total Estimated Project Cost: \$ 2,000,000

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested?
 \$500,000 is being requested to provide additional funding to award the low bid for the construction and completion of the Well 17 Water Treatment Project. This project is in year two of two years. Pilot testing has been completed, equipment has been procured and purchased, and facility design has been completed. Facility construction is the last remaining phase of the project. The current Enterprise Fund balance will support the addition of this funding to FY21.

2. Why was this budget request not submitted during the current fiscal year budget cycle?
 The need for additional funding was not known at the time the 2021 budget request was made. The primary reason for the shortfall is related to the current bidding environment. Contractors have many opportunities with the rapid growth taking place, and don't have to compete as aggressively for new work. The rising cost of materials, equipment, asphalt, steel, and lumber has also contributed to higher than anticipated costs.

3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?
 Waiting until the next fiscal year to provide funding for the project would delay project completion by at least 5 months and incur additional expense for storage of water treatment equipment which has already been purchased and must be incorporated into the construction.

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 sources of anticipated additional revenue that will result from approval of this request.
 Enterprise 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 - Public Health and Safety.

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.
 Yes - Purchasing for contract execution.

7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)

8. Is the amendment going to result in the disposal of an asset? (Yes or No)

9. Any additional comments?

Total Amendment Request \$ 500,000

Every 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.



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

TO: Mayor Robert E. Simison
Members of the City Council

FROM: Kyle Radek
Assistant City Engineer

DATE: 05/28/2021

SUBJECT: BUDGET AMENDMENT IN THE AMOUNT OF \$500,000 FOR WELL 17 WATER TREATMENT

ANTICIPATED COUNCIL PRESENTATION DATE: 06/15/21

I. RECOMMENDED ACTION

A. Move to:

1. Approve the Well 17 Water Treatment Budget Amendment for \$500,000.
2. Authorize the Mayor to sign the amendment.

II. DEPARTMENT CONTACT PERSONS

Brent Blake, Engineering Project Manager	489-0340
Kyle Radek, Assistant City Engineer	489-0343
Warren Stewart, City Engineer	489-0350
Dale Bolthouse, Director of Public Works	985-1257

III. DESCRIPTION

A. Background

City Council approved the budget, starting in FY20, for an iron and manganese treatment facility at Well 17 that will improve the water quality supplied by this well. This project was accelerated because Well #17 manganese levels are approaching Environmental Protection Agency health advisory levels. Some phases of the project have been completed including pilot testing, equipment procurement, and design of the treatment facility. The project is now ready for the construction phase of the treatment facility which includes construction of the building, equipment installation, and site work.

B. Reason for Amendment

Bids for the construction phase of the treatment facility were opened on May 12, 2021. The low bid exceeded the balance of the FY21 available funding. In order to award a contract for construction, and complete the balance of the project, additional funds are

needed. The primary reason for the shortfall is related to the current bidding environment. Contractors have many opportunities with the rapid growth taking place, and don't have to compete as aggressively for new work. The rising cost of materials, equipment, asphalt, steel, and lumber has also contributed to higher than anticipated costs.

IV. IMPACT

A. Strategic Impact:

This project meets our mission requirements to identify and prioritize work to anticipate, plan, and provide public services and facilities that support the needs of our growing community and ensure modern reliable facilities while maintaining financial stewardship.

B. Service/Delivery Impact:

This project will improve level of service to customers by removing iron and manganese and associated taste and odor from water supplied by Well 17.

C. Fiscal Impacts

The overall budget for the Well 17 Treatment Project will increase by \$500,000 in order to provide adequate funding to complete the project. The current Enterprise Fund balance can support the additional funding required. Total project funding will increase from \$2,000,000 to \$2,500,000.

	Budgeted/Estimated Costs	Actual/Bid Costs
FY20		
Design Contracts	\$ 300,000	\$ 300,786
Design Services During Construction	\$ 100,000	\$ 95,185
Well Assessment/Well Reconstruction Labor	\$ 10,000	\$ 2,500
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V. **ALTERNATIVES**

The City could choose not to approve the budget amendment and delay award of a construction contract to the next fiscal year. This would require re-bidding in hopes of a more favorable construction estimate. Additionally, filter equipment has already been procured for the project and would need to be stored.

VI. **TIME CONSTRAINTS**

This project is currently planned for completion in spring of 2022. Choosing not to approve this request will result in delay of project completion. This will also delay the improvements in level of service associated with this project.

Approved for Council Agenda:  _____



AGENDA ITEM

ITEM TOPIC: Public Works Department: Approval of Award of Bid and Contract Between City of Meridian and Irminger Construction, Inc. for Construction of Well 17 Treatment Facility



MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Sandra Ramirez **Meeting Date:** 6/15/2021
Presenter: Keith Watts, Procurement Manager **Estimated Time:** N/A
Topic: Approval of Award of Bid and Contract

Recommended Council Action:

Approve award of bid and construction contract to Irminger Construction for Well 17 Treatment Facility for the Not-to-Exceed amount of \$1,532,332.24.

Background:

Six bids received, Irminger was the lowest submission.



Mayor Robert E. Simison
City Council Members
Joe Borton
Treg Bernt
Luke Cavener
Brad Hoaglun
Jessica Perreault
Liz Strader

TO: Keith Watts, Purchasing Manager
FROM: Brent Blake
DATE: 3-22-2021
SUBJECT: CONSTRUCTION CONTRACT WITH TBD FOR THE WELL 17 WATER TREATMENT FACILITY CONSTRUCTION A NOT-TO-EXCEED AMOUNT OF \$TBD.

I. DEPARTMENT CONTACT PERSONS

Brent Blake, Engineering Project Manager	489-0340
Kyle Radek, Assistant City Engineer	489-0343
Warren Stewart, City Engineer	489-0350
Dale Bolthouse, PW Director	985-1257

II. DESCRIPTION

A. Background

This project will improve the water quality supplied by Well 17 that is put into the distribution system and delivered to customers. Iron and Manganese must be removed from supply water in order to provide adequate chlorine residuals in the distribution system without precipitation of these constituents which results in brown or black water stains. Therefore, the primary purpose and justification for this project is to remove Iron, Manganese, and other aesthetic contaminants to enable delivery of safe clean water to customers.

B. Proposed Project

The proposed project is to construct the Well 17 Treatment Facility at 1616 E. Time Zone Drive (Parcel #R5330140020).

The project will consist of constructing an approximately 2,820 SF building to replace the existing pump house and enclose new water treatment equipment for the purposes of treating the existing Well 17. The facility will house a 10-foot diameter, 18-foot long steel pressure vessel, sodium hypochlorite tank, include an electrical room, and related ancillary equipment.

Existing landscaping located along Time Zone Dr on the south side of the site will be removed and replaced. The existing 8-foot wrought iron security fence will be removed and reinstalled around

the facility and placed near the property lines. A temporary fence will be installed along the west property boundary. A permanent fence will be installed along the west property boundary in coordination with the ACHD-Locust Grove, Overland to Victory project when that occurs.

III. IMPACT

A. Fiscal Impacts

Funding is available in the Well 17 Water Treatment Enhancement for this construction contract. The value of the contract with (TBD) with \$1,225,000.00 in current funding available in the account.

Project Costs:

Fiscal Year 2021		
	Total Budget	\$1,871,472.00

Project Funding

Fiscal Year 2021	Account Code / Codes	
Available Funding	3490-96117	\$1,225,000.00
	Total Funding Required	\$1,200,000.00

B. Time Constraints

Council approval will allow this project allow us to stay on schedule for the completion of construction by the end of calendar year 2021.

Departmental Approval: WIS OK

CONTRACT CHECKLIST

Item #16.

I. PROJECT INFORMATION

Date: 3/17/2021 REQUESTING DEPARTMENT Public Works

Project Name: Well 17 Water Treatment Facility Construction

Project Manager: Brent Blake Contract Amount: \$1,532,332

Contractor/Consultant/Design Engineer: Irminger Construction

Is this a change order? Yes No Change Order No. _____

II. BUDGET INFORMATION (Project Manager to Complete)

Fund: 60 Budget Available (Purchasing attach report):
 Department 3490 Yes No
 GL Account 96117 FY Budget: 2021
 Project Number: 11081.d Enhancement: Yes No
 Will the project cross fiscal years? Yes No

III. Contract Type

Construction
 Task Order
 Professional Service
 Equipment
 Grant

IV. GRANT INFORMATION - to be completed only on Grant funded projects

Grant #: N/A Wage Determination Received N/A Wage Verification 10 Days prior to bid due date N/A Debarment Status (Federal Funded) N/A
 Print and Attach the determination Print, attach and amend bid by addendum (if changed) www.sam.gov Print and attach

V. BASIS OF AWARD

BID	RFP / RFQ	TASK ORDER
Award based on Low Bid	Highest Ranked Vendor Selected	Master Agreement Category _____
(Bid Results Attached) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	(Ratings Attached) Yes <input type="checkbox"/> No <input type="checkbox"/>	Date MSA Roster Approved: _____
Typical Award Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If no please state circumstances and conclusion: _____	
Date Award Posted: <u>5/19/21</u>	7 day protest period ends: <u>5/26/21</u>	

VI. CONTRACTOR / CONSULTANT REQUIRED INFORMATION

PW License 26529 Expiration Date: 5/31/2021 - Renewal in process Corporation Status Active
see attached email

Insurance Certificates Received (Date): 5/27/21 Expiration Date: 3/11/2022 Rating: A++

Payment and Performance Bonds Received (Date): 5/27/21 Rating: A+

Builders Risk Ins. Req'd: Yes No If yes, has policy been purchased? _____
(Only applicabale for projects above \$1,000,000)

VII. TASK ORDER SELECTION (Project Manager to Complete)

Reason Consultant Selected 1 Performance on past projects
 Check all that apply Quality of work On Budget
 On Time Accuracy of Construction Est

2 Qualified Personnel
 3 Availability of personnel
 4 Local of personnel

Description of negotiation process and fee evaluation:
 Lowest responsive and qualified bid.

Kyle Radek 3-19-2021
 Enter Supervisor Name Date Approved

VIII. AWARD INFORMATION

Date Submitted to Clerk for Agenda: 6/2/21 Approval Date _____ By: _____

Purchase Order No.: _____ Date Issued: _____ WH5 submitted _____
(Only for PW Construction Projects)

NTP Date: _____

Item #16.

CITY OF MERIDIAN BID REQUEST CHECKLIST

Date: March 17, 2021 REQUESTING DEPARTMENT Public Works

Fund: 60 Department: 3490 GL Account 96117 Project # 11081.d

Project Name: Well #17 Treatment Facility - Construction

Project Manager: Brent Blake

Consultant/Design Engineer: Mountain Waterworks
(if applicable) (company name of design consultant)

Total Budgeted Dollars: \$2,000,000.00 Projected Dollars: \$1,200,000.00

Will the project cross fiscal years? Yes No

Budget Information: FY Budget: \$1,871,472 Enhancement #: _____ Grant #: _____
Other: _____ Type of Grant: _____

REQUESTED PREBID AND BID SCHEDULE INFORMATION

Fill in your preferred dates below. Purchasing will determine actual dates based on scheduling availability and mandatory guidelines.

Legal Notice must run for at least 2 weeks prior to bid opening. Refer to Purchasing Policy for more information.

Bids are due at 2:30 p.m.

Bid Protest Period: 10 calendar days after opening

Council Award (if applicable) will be placed on the next available agenda after the 10 day period.

Pre Bid	Location: <u>City Hall</u> If no location is given, the meeting will be scheduled at City Hall	
<input checked="" type="checkbox"/> Yes	PreBid Date: <u>April 12, 2021</u>	Requested Bid Due Date: <u>April 27, 2021</u>
<input type="checkbox"/> No	PreBid Time: <u>2:00PM</u>	(three weeks preferred)
Note: Pre-Bid Attendance will be noted as "Strongly Encouraged". Contact Purchasing to discuss Mandatory prebid requirements.		

<input type="checkbox"/> Yes	Final Scope of Work/Specs Complete and Included/Submitted to Purchasing:	
<input checked="" type="checkbox"/> No	If no, what is anticipated due date: <u>April 1, 2021</u>	Project Consultant Name: <u>Stuart Hurley</u> Email: <u>shurley@mountainwatr.com</u>

<input checked="" type="checkbox"/> Yes	Bid Schedule Completed and Included/Submitted to Purchasing:	
<input type="checkbox"/> No	If no, anticipated due date _____	

<input type="checkbox"/> Yes	Final Plans Complete and Included/Submitted to Purchasing:		Are plans/specs available electronically?	
<input checked="" type="checkbox"/> No	If no, when do you anticipate receiving them? <u>April 1, 2021</u>	Yes _____	No <input checked="" type="checkbox"/>	

PROJECT COMPLETION / MILESTONE INFORMATION (Attach separate page if necessary)

Have all regulatory permits and agreements been acquired and approved?	<input type="checkbox"/> Yes	If NO, what is missing and when will it be obtained/approved? <u>ACHD ROW Permit</u>
	<input checked="" type="checkbox"/> No	Comments: Contractor will be required to attain an ACHD ROW Permit.

Does project contain mandatory completion dates, such as irrigation crossings?	<input type="checkbox"/> Yes	Date: _____
	<input checked="" type="checkbox"/> No	Comments: Construction of the irrigation crossings can only be performed between 10/15 and 3/15.

Substantial Completion: <u>252</u> days	Liquidated damages: <u>\$300.00</u> per day
Final Completion: <u>282</u> days	Liquidated damages to apply to milestones and substantial completion.

Additional Milestones and Notes:
We would like to advertise for bid on April 2nd with a pre-bid conference on April 12th. Questions ending on April 14, addendum issued on April 21st, and bid opening on April 27th.

From: [iccitravis](#)
To: [Sandra Ramirez](#); [Brent Blake](#)
Subject: FW: RE: Public Works Renewal Application
Date: Wednesday, June 2, 2021 10:37:13 AM

External Sender - Please use caution with links or attachments.

See below we have submitted our renewal application

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Adriana Burton <Adriana.Burton@dbs.idaho.gov>
Date: 5/4/21 9:47 AM (GMT-07:00)
To: iccitravis@gmail.com
Subject: RE: Public Works Renewal Application

Received, thanks. Due to ongoing delays, the review of your extension application may take up to 35 business days to process from date of receipt, your license will stay in an active status. I appreciate your understanding.



Adriana Burton
Public Works Contractor Licensing
1090 E Watertower St, Ste 150
Meridian, ID 83642
(208) 332-7149 - Direct Line
(208) 519-1833 - Cell
Office Hours
Monday-Thursday 7:00-5:00
Friday 10:00-2:00
<https://dbs.idaho.gov/>

From: iccitravis@gmail.com <iccitravis@gmail.com>
Sent: Monday, May 3, 2021 11:09 AM
To: DBS Public Works <publicworks@dbs.idaho.gov>
Subject: Public Works Renewal Application

Travis Conger

Irminger Construction Inc.

208-800-9616

Bid Table - WELL 17 TREATMENT FACILI

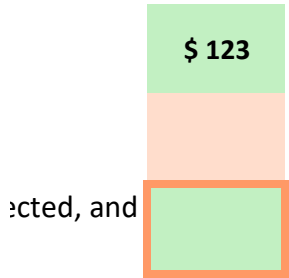
Legend

The green cells with bolded numbers indicate that this bid was the lowest price.

The orange cells indicate that this item from that vendor was selected.

The green cells with orange outline indicate that this item from that vendor was selected and has the lowest price.

Item #16.



Item #16.

#	Locked	Items	Quantity	Unit	Use Tax on Bid	Unit Price	Total Cost Alt 1 Alt 2 Base Bid (\$)	Cascade Er
							\$1,730	
							\$1,704	
1		MOBILIZATION & GENERAL CONDITIONS (5)						
#1-1		Mobilization (5%)	1	LS		\$80,769.00		
#1-2		Construction Traffic Control	1	LS		\$10,900.00		
#1-3		Site Identification Sign	1	LS		\$1,090.00		
#1-4		Storm Water and Erosion Control	1	LS		\$13,080.00		
#1-5		Use Tax on City Provided Equipment (Pump) (0.06)	1	LS	\$28,269.24	\$28,269.24		
2		SITE IMPROVEMENTS & UTILITIES (24)						
#2-1		Clearing and Grubbing/Demolition	1	LS		\$27,250.00		
#2-2		Demolition of Existing Wellhouse	1	LS		\$13,080.00		
#2-3		Asphalt Paving	625	SY		\$54.50		
#2-4		Gravel Surface	75	SY		\$47.96		
#2-5		Landscaping (Tree planting, re-sod, sprinkler repair/relocation, pavers)	1	LS		\$54,500.00		
#2-6		Engineered Stormwater Infiltration System	1	LS		\$38,150.00		
#2-7		Concrete Flatwork (Sidewalk, Steps, Pads)	56	SY		\$136.25		
#2-8		8' Wrought Iron Fence	65	LF		\$96.60		
#2-9		6' Chain-link Fence	110	LF		\$30.52		
#2-10		8' Vinyl Fence	200	LF		\$88.84		
#2-11		20' Swing Gate	1	EA		\$14,011.95		
#2-12		4' Swing Gate	1	EA		\$2,802.39		
#2-13		12" Water Main (Pipe, Valves, Fittings)	1	LS		\$9,810.00		
#2-14		10" Water Main (Pipe, Valves, Fittings)	1	LS		\$39,240.00		
#2-15		12" Sanitary Sewer	110	LF		\$708.50		
#2-16		Sand and Grease Trap	1	EA		\$13,080.00		
#2-17		Catch Basin	2	EA		\$6,540.00		
#2-18		4' Dia. Manhole, > 10 feet deep	2	EA		\$9,810.00		
#2-19		Air Gap Discharge Structure	1	EA		\$3,815.00		

#2-20	1 1/2" Water Service Connection (Pipe, Fittings, Valves, Meter)	1	LS	\$13,080.00
#2-21	6" Water Service Connection (Pipe, Fittings, Valve)	1	LS	\$22,890.00
#2-22	Misc. Yard Piping	1	LS	\$19,620.00
#2-23	Curb & Gutter	310	LF	\$39.24
#2-24	Valley Gutter	230	LF	\$39.24
3 BUILDING (20)				
#3-1	Building & Tank Foundations and Floor Slab	1	LS	\$270,320.00
#3-2	Building (incl. Roof, Gutters, Building Coatings, Bollards, Stairs, Doors, Handrails, etc.)	1	LS	\$129,710.00
#3-3	Catwalk Framing and Grating Electrical (Site, Building & Equipment)	1	LS	\$22,890.00
#3-4	Instrumentation and Control	1	LS	\$172,220.00
#3-5	HVAC Equipment	1	LS	\$76,300.00
#3-6	Plumbing	1	LS	\$37,060.00
#3-7	Fire System	1	LS	\$42,510.00
#3-8				\$62,130.00
#3-9	Process Piping and Equipment (Pipes, Valves, Fittings, Coating, Supports, etc.)	1	LS	\$38,150.00
#3-10	Workbench	1	EA	\$2,725.00
#3-11	Wall Cabinet and Sink	1	EA	\$2,725.00
#3-12	Chlorine Analyzer	2	EA	\$10,900.00
#3-13	Sodium Hypochlorite Metering Pump	1	EA	\$5,450.00
#3-14	Sodium Hypochlorite Storage Tank and Fill Connection	1	EA	\$5,450.00
#3-15	Emergency Eyewash and Shower Unit	1	EA	\$2,725.00
#3-16	Install Filter Equipment (Filter, Instrumentation, Electrical, Blower, etc.)	1	LS	\$47,960.00
#3-17	Install Filter Equipment (Filter, Instrumentation, Electrical, Blower, etc.)	1	LS	\$34,880.00
#3-18	Discharge Header (Pipe, Fittings, Valves, Static Mixer, and Appurtenances)		1 LS	\$19,620.00
#3-19	Well Pump and Motor Installation	1	LS	\$74,120.00

Item #16.

#3-20	Startup and Commissioning	1	LS	\$26,160.00
Base Bid Total				
4	BID ALTERNATE 1 (1)			
	316 Stainless Steel Pump			
#4-1	Column	1	LS	\$22,890.00
5	BID ALTERNATE 2 (1)			
#5-1	Stainless Steel Pump Bowls	1	LS	\$ 10,900.0

Item #16.

Interprises Inc.	IMCO General Construction		Irminger Construction Inc.		JC Constr
8,650.88	\$ 2,017,036.24		\$ 1,532,332.24		\$ 1,684
0	0		49		
4,860.88	\$1,977,036.24		\$ 1,498,477.24		\$1,639
Total	Unit Price	Total	Unit Price	Total	Unit Price
\$80,769.00	\$85,000.00	\$85,000.00	\$14,548.00	\$14,548.00	\$50,000.00
\$10,900.00	\$7,000.00	\$7,000.00	\$1,606.00	\$1,606.00	\$6,270.00
\$1,090.00	\$350	\$350	\$1,285.00	\$1,285.00	\$2,500.00
\$13,080.00	\$25,000.00	\$25,000.00	\$1,720.00	\$1,720.00	\$5,000.00
\$28,269.24	\$28,269.24	\$28,269.24	\$28,269.24	\$28,269.24	\$28,269.24
\$27,250.00	\$30,000.00	\$30,000.00	\$13,919.00	\$13,919.00	\$19,000.00
\$13,080.00	\$15,000.00	\$15,000.00	\$13,116.00	\$13,116.00	\$32,000.00
\$34,062.50	\$65	\$40,625.00	\$56	\$35,000.00	\$30
\$3,597.00	\$17	\$1,275.00	\$27	\$2,025.00	\$84
\$54,500.00	\$35,000.00	\$35,000.00	\$13,852.00	\$13,852.00	\$19,000.00
\$38,150.00	\$25,000.00	\$25,000.00	\$33,268.00	\$33,268.00	\$30,000.00
\$7,630.00	\$136	\$7,616.00	\$88	\$4,928.00	\$550
\$6,279.00	\$70	\$4,550.00	\$90	\$5,850.00	\$330
\$3,357.20	\$35	\$3,850.00	\$30	\$3,300.00	\$110
\$17,768.00	\$90	\$18,000.00	\$87	\$17,400.00	\$180
\$14,011.95	\$15,000.00	\$15,000.00	\$13,764.00	\$13,764.00	\$25,000.00
\$2,802.39	\$3,000.00	\$3,000.00	\$2,753.00	\$2,753.00	\$8,800.00
\$9,810.00	\$5,000.00	\$5,000.00	\$3,756.00	\$3,756.00	\$19,000.00
\$39,240.00	\$30,000.00	\$30,000.00	\$19,338.00	\$19,338.00	\$19,000.00
\$77,935.00	\$80	\$8,800.00	\$71	\$7,810.00	\$280
\$13,080.00	\$5,000.00	\$5,000.00	\$5,240.00	\$5,240.00	\$5,000.00
\$13,080.00	\$2,000.00	\$4,000.00	\$2,903.00	\$5,806.00	\$1,250.00
\$19,620.00	\$6,500.00	\$13,000.00	\$8,821.00	\$17,642.00	\$1,900.00
\$3,815.00	\$15,000.00	\$15,000.00	\$16,843.00	\$16,843.00	\$3,800.00

Item #16.

\$13,080.00	\$8,000.00	\$8,000.00	\$6,445.00	\$6,445.00	\$2,500.00
\$22,890.00	\$8,000.00	\$8,000.00	\$9,819.00	\$9,819.00	\$6,300.00
\$19,620.00	\$5,000.00	\$5,000.00	\$2,962.00	\$2,962.00	\$6,300.00
\$12,164.40	\$30	\$9,300.00	\$43	\$13,330.00	\$20
\$9,025.20	\$30	\$6,900.00	\$80	\$18,400.00	\$42
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\$270,320.00	\$230,000.00	\$230,000.00	\$120,099.00	\$120,099.00	\$42,000.00
\$129,710.00	\$500,000.00	\$500,000.00	\$378,979.00	\$378,979.00	\$330,000.00
\$22,890.00	\$35,000.00	\$35,000.00	\$34,581.00	\$34,581.00	\$28,000.00
\$172,220.00	\$250,000.00	\$250,000.00	\$210,929.00	\$210,929.00	\$238,000.00
\$76,300.00	\$30,000.00	\$30,000.00	\$27,945.00	\$27,945.00	\$37,600.00
\$37,060.00	\$70,000.00	\$70,000.00	\$73,379.00	\$73,379.00	\$86,000.00
\$42,510.00	\$68,000.00	\$68,000.00	\$48,591.00	\$48,591.00	\$75,000.00
\$62,130.00	\$48,000.00	\$48,000.00	\$43,460.00	\$43,460.00	\$50,000.00
\$38,150.00	\$140,000.00	\$140,000.00	\$53,450.00	\$53,450.00	\$75,000.00
\$2,725.00	\$500	\$500	\$1,770.00	\$1,770.00	\$1,900.00
\$2,725.00	\$5,000.00	\$5,000.00	\$3,030.00	\$3,030.00	\$700
\$21,800.00	\$12,000.00	\$24,000.00	\$8,512.00	\$17,024.00	\$9,500.00
\$5,450.00	\$7,500.00	\$7,500.00	\$9,052.00	\$9,052.00	\$3,800.00
\$5,450.00	\$12,000.00	\$12,000.00	\$9,239.00	\$9,239.00	\$6,300.00
\$2,725.00	\$1,500.00	\$1,500.00	\$1,547.00	\$1,547.00	\$6,300.00
\$47,960.00	\$7,500.00	\$7,500.00	\$33,460.00	\$33,460.00	\$12,000.00
\$34,880.00	\$1	\$1	\$0	\$0	\$25,000.00
\$19,620.00	\$500	\$500	\$17,815.00	\$17,815.00	\$35,000.00
\$74,120.00	\$80,000.00	\$80,000.00	\$65,678.00	\$65,678.00	\$90,000.00

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<u>\$26,160.00</u>	\$5,000.00	\$5,000.00	\$14,455.00	\$14,455.00	\$12,000.00
\$1,704,860.88		\$1,977,036.24		\$1,498,477.24	
\$22,890.00	\$ 28,000.0	\$28,000.00	\$ 10,101.0	\$10,101.00	\$ 30,000.0
\$10,900.00	\$ 12,000.0	\$12,000.00	\$ 23,754.0	\$23,754.00	\$ 15,000.0

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uctors, Inc.	The Ewing Company		Tribal Fire Systems LLC			
4,699.24	\$1,829,258.42		\$ 31,420.0			
0	0		0			
,699.24	\$1,775,759.00		\$ 0			
Total	Unit	Price	Total	Unit	Price	Total
\$50,000.00	\$70,200.00	\$70,200.00	No Bid	No Bid		50000
\$6,270.00	\$4,095.00	\$4,095.00	No Bid	No Bid		6270
\$2,500.00	\$1,755.00	\$1,755.00	No Bid	No Bid		2500
\$5,000.00	\$6,435.00	\$6,435.00	No Bid	No Bid		5000
\$28,269.24	\$28,269.24	\$28,269.24	No Bid	No Bid		28269.24
\$19,000.00	\$87,750.00	\$87,750.00	No Bid	No Bid		19000
\$32,000.00	\$17,550.00	\$17,550.00	No Bid	No Bid		32000
\$18,750.00	\$61.78	\$38,612.50	No Bid	No Bid		18750
\$6,300.00	\$234	\$17,550.00	No Bid	No Bid		6300
\$19,000.00	\$20,483.19	\$20,483.19	No Bid	No Bid		19000
\$30,000.00	\$10,998.00	\$10,998.00	No Bid	No Bid		30000
\$30,800.00	\$75.97	\$4,254.32	No Bid	No Bid		30800
\$21,450.00	\$118.80	\$7,722.00	No Bid	No Bid		21450
\$12,100.00	\$34.04	\$3,744.40	No Bid	No Bid		12100
\$36,000.00	\$90.68	\$18,136.00	No Bid	No Bid		36000
\$25,000.00	\$15,093.00	\$15,093.00	No Bid	No Bid		25000
\$8,800.00	\$3,042.00	\$3,042.00	No Bid	No Bid		8800
\$19,000.00	\$12,870.00	\$12,870.00	No Bid	No Bid		19000
\$19,000.00	\$30,888.00	\$30,888.00	No Bid	No Bid		19000
\$30,800.00	\$82.96	\$9,125.60	No Bid	No Bid		30800
\$5,000.00	\$6,669.00	\$6,669.00	No Bid	No Bid		5000
\$2,500.00	\$643.50	\$1,287.00	No Bid	No Bid		2500
\$3,800.00	\$4,972.50	\$9,945.00	No Bid	No Bid		3800
\$3,800.00	\$6,435.00	\$6,435.00	No Bid	No Bid		3800

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\$2,500.00	\$14,040.00	\$14,040.00	No Bid	No Bid	2500
\$6,300.00	\$9,945.00	\$9,945.00	No Bid	No Bid	6300
\$6,300.00	\$13,455.00	\$13,455.00	No Bid	No Bid	6300
\$6,200.00	\$15.76	\$4,885.60	No Bid	No Bid	6200
\$9,660.00	\$14.01	\$3,222.30	No Bid	No Bid	9660
<hr/>					
\$42,000.00	\$112,580.03	\$112,580.03	No Bid	No Bid	42000
\$330,000.00	\$385,522.02	\$385,522.02	No Bid	No Bid	330000
\$28,000.00	\$73,125.00	\$73,125.00	No Bid	No Bid	28000
\$238,000.00	\$236,340.00	\$236,340.00	No Bid	No Bid	238000
\$37,600.00	\$30,537.00	\$30,537.00	No Bid	No Bid	37600
\$86,000.00	\$38,887.00	\$38,887.00	No Bid	No Bid	86000
\$75,000.00	\$64,367.55	\$64,367.55	No Bid	No Bid	75000
\$50,000.00	\$57,973.50	\$57,973.50	\$31,420.00	#####	50000
\$75,000.00	\$119,808.00	\$119,808.00	No Bid	No Bid	75000
\$1,900.00	\$1,755.00	\$1,755.00	No Bid	No Bid	1900
\$700	\$2,925.00	\$2,925.00	No Bid	No Bid	700
\$19,000.00	\$7,692.75	\$15,385.50	No Bid	No Bid	19000
\$3,800.00	\$7,500.00	\$7,500.00	No Bid	No Bid	3800
\$6,300.00	\$8,658.00	\$8,658.00	No Bid	No Bid	6300
\$6,300.00	\$2,667.60	\$2,667.60	No Bid	No Bid	6300
\$12,000.00	\$22,932.00	\$22,932.00	No Bid	No Bid	12000
\$25,000.00	\$21,955.92	\$21,955.92	No Bid	No Bid	25000
\$35,000.00	\$21,996.00	\$21,996.00	No Bid	No Bid	35000
\$90,000.00	\$67,706.73	\$67,706.73	No Bid	No Bid	90000

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\$12,000.00	\$4,680.00	\$4,680.00	No Bid	No Bid
\$1,639,699.24		\$1,775,759.00		
\$30,000.00	\$ 38,294.1	\$38,294.10	No Bid	No Bid
\$15,000.00	\$ 15,205.32	\$15,205.32	No Bid	No Bid

12000
1639699

Item #16.

City Of Meridian
Detailed Statement of Revenues and Expenditures - Rev and Exp Report - Sandra
60 - Enterprise Fund
3490 - Water Construction Projects
From 10/1/2020 Through 9/30/2021

	<u>Budget with Amendments</u>	<u>Current Year Actual</u>	<u>Budget Remaining</u>	<u>Percent of Budget Remaining</u>
Capital Outlay				
96117 WELL 17 Construction				
	1,100,000.04	0.00	1,100,000.04	100.00%
0000 NON-DEPARTMENTAL	0.00	29,879.00	(29,879.00)	0.00%
11081 Well 17 Water Treatment	771,471.95	59.98	771,411.97	99.99%
11081.a Well 17 Water Treatment Facility - Design	0.00	174,869.36	(174,869.36)	0.00%
11081.b Well 17 Treatment Facility Filter Tank	0.00	471,164.00	(471,164.00)	0.00%
Total Capital Outlay	<u>1,871,471.99</u>	<u>675,972.34</u>	<u>1,195,499.65</u>	<u>63.88%</u>
TOTAL EXPENDITURES	<u>1,871,471.99</u>	<u>675,972.34</u>	<u>1,195,499.65</u>	<u>63.88%</u>

**CONTRACT FOR PUBLIC WORKS CONSTRUCTION
WELL 17 TREATMENT FACILITY CONSTRUCTION
PROJECT # 11081.D**

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION is made this day of June, 2021, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, and Jrminger Construction, Inc., hereinafter referred to as "CONTRACTOR", whose business address is 1305 E Columbia Rd. Meridian, ID 83642 and whose Public Works Contractor License # is C-026529-AA1-3-4

INTRODUCTION

Whereas, the City has a need for services involving Well Construction; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Work:

1.1 CONTRACTOR shall perform and furnish to the City upon execution of this Contract and receipt of the City's written notice to proceed, all services and work, and comply in all respects, as specified in the document titled "Scope of Work" a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the City shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the City reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such work, or any part thereof, and to authorize others to do so.

1.3 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions. The Contractor

represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by the Contractor at the City's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

2. Consideration

2.1 The Contractor shall be compensated on a Not-To-Exceed basis as provided in Exhibit B "Payment Schedule" attached hereto and by reference made a part hereof for the Not-To-Exceed amount of \$1,532,332.24.

2.2 The Contractor shall provide the City with a monthly statement and supporting invoices, as the work warrants, of fees earned and costs incurred for services provided during the billing period, which the City will pay within 30 days of receipt of a correct invoice and approval by the City. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor.

2.3 Except as expressly provided in this Agreement, Contractor shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups or material escalations. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

3. Term:

3.1 This agreement shall become effective upon execution by both parties, and shall expire upon (a) completion of the agreed upon work, (b) or unless sooner terminated as provided in Sections 3.2, 3.3, and Section 4 below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should Contractor default in the performance of this Agreement or materially breach any of its provisions, City, at City's option, may terminate this Agreement by giving written notification to Contractor.

3.3 Should City fail to pay Contractor all or any part of the compensation set forth in Exhibit B of this Agreement on the date due, Contractor, at the Contractor's option, may terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

4. **Liquidated Damages:**

Substantial Completion shall be accomplished within 252 (two hundred fifty-two) calendar days from Notice to Proceed. This project shall be considered Substantially Complete when the Owner has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, and only minor incidental work, corrections or repairs remain for the physical completion of the total contract. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$300.00 (three hundred dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty.

Upon receipt of a Notice to Proceed, the Contractor shall have 282 (two hundred eighty-two) calendar days to complete the work as described herein. Contractor shall be liable to the City for any delay beyond this time period in the amount of \$300.00 (one hundred fifty dollars) per calendar day. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any claim or damage because of such delay and not be construed as a penalty. See Milestones listed in the Payment Schedule for Substantial Completion.

5. **Termination:**

5.1 If, through any cause, CONTRACTOR, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if City determines that termination of this Agreement is in the best interest of CITY, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. CONTRACTOR may terminate this agreement at any time by giving at least sixty (60) days notice to CITY.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by CONTRACTOR under this Agreement shall, at the option of the CITY, become its property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

5.2 Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this

Agreement by CONTRACTOR, and the CITY may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR is determined. This provision shall survive the termination of this agreement and shall not relieve CONTRACTOR of its liability to the CITY for damages.

6. Independent Contractor:

6.1 In all matters pertaining to this agreement, CONTRACTOR shall be acting as an independent contractor, and neither CONTRACTOR nor any officer, employee or agent of CONTRACTOR will be deemed an employee of CITY. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City. The selection and designation of the personnel of the CITY in the performance of this agreement shall be made by the CITY.

6.2 Contractor, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of the City.

6.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction and supervision and control of the Contractor.

7. Sub-Contractors:

Contractor shall require that all of its sub-contractors be licensed per State of Idaho Statute # 54-1901.

8. Removal of Unsatisfactory Employees:

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

9. Indemnification and Insurance:

9.1 CONTRACTOR shall indemnify and save and hold harmless CITY and its elected officials, officers, employees, agents, and volunteers from and for any and

all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by the CONTRACTOR, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees. CONTRACTOR shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the CITY shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law.. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, CONTRACTOR covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from , or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employs, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of. CONTRACTOR shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing CONTRACTOR'S compliance with the requirements of this paragraph and file such proof of insurance with the CITY at least ten (10) days prior to the date Contractor begins performance of it's obligations under this Agreement. In the event the insurance minimums are changed, CONTRACTOR shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

9.2 Insurance is to be placed with an Idaho admitted insurer with a Best's rating of no less than A-.

9.3 Any deductibles, self-insured retention, or named insureds must be declared in writing and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.4 To the extent of the indemnity in this contract, Contractor's Insurance coverage shall be primary insurance regarding the City's elected officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City or the City's elected officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance except as to the extent of City's negligence.

9.5 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6 All insurance coverages for subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

9.7 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

10. 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 party so failing to perform.

11. Bonds:

Payment and Performance Bonds are required on all Public Works Improvement Projects per the ISPWC and the City of Meridian Supplemental Specifications & Drawings to the ISPWC, which by this reference are made a part hereof. Contractor is required to furnish faithful performance and payment bonds in the amount of 100% of the contract price issued by surety licensed to do business in the State of Idaho with a Best's rating of no less than A-. In the event that the contract is subsequently terminated for failure to perform, the contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

12. Warranty:

All construction and equipment provided under this agreement shall be warranted for 2 years from the date of the City of Meridian acceptance per the ISPWC and the Meridian Supplemental Specifications & Drawings to the ISPWC and any modifications, which by this reference are made a part hereof.

All items found to be defective during a warranty inspection and subsequently corrected will require an additional two (2) year warranty from the date of City's acceptance of the corrected work.

13. Changes:

The CITY may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and CONTRACTOR, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement.

14. Taxes:

The City of Meridian is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Bid pricing.

15. Meridian Stormwater Specifications:

All construction projects require either a Storm Water Pollution Prevention Plan (SWPPP) or an erosion sediment control plan (ESCP) as specified in the City of Meridian Construction Stormwater Management Program (CSWMP) manual. The CSWMP manual containing the procedures and guidelines can be found at this address: <http://www.meridiancity.org/environmental.aspx?id=13618>.

Contractor shall retain all stormwater and erosion control documentation generated on site during construction including the SWPPP manual, field inspections and amendments. Prior to final acceptance of the job by the City the contractor shall return the field SWPPP manual and field inspection documents to the City for review. A completed Contractor Request to File Project N.O.T. with the EPA form shall be provided to the City with the documents. These documents shall be retained, reviewed and approved by the City prior to final acceptance of the project.

16. ACHD:

Contractor shall be responsible for coordinating with the City to obtain appropriate ACHD permit(s) and will reimburse the City for fees, fines, or penalties City incurs due to Contractor's violation of any ACHD policy. City shall certify to ACHD that Contractor is authorized to obtain a Temporary Highway and Right-of-Way Use Permit from ACHD on City's behalf. The parties acknowledge and agree that the scope of the agency granted by such certification is limited to, and conterminous with, the term and scope of this Agreement.

17. Reports and Information:

17.1 At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

17.2 Contractor shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

18. Audits and Inspections:

At any time during normal business hours and as often as the CITY may deem necessary, there shall be made available to the CITY for examination all of CONTRACTOR'S records with respect to all matters covered by this Agreement. CONTRACTOR shall permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

19. Publication, Reproduction and Use of Material:

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Equal Employment Opportunity:

In performing the work herein, Contractor agrees to comply with the provisions of Title VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2176. Specifically, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Contractor will take affirmative action during employment or training to insure that employees are treated without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. In performing the Work required herein, CONTRACTOR shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

21. Employment of Bona Fide Idaho Residents:

Contractor must comply with Idaho State Statute 44-1002 which states that the Contractor employ ninety-five percent (95%) bona fide Idaho residents.

22. Advice of Attorney:

Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorney's or the opportunity to seek such advice.

23. 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 attorneys' 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.

24. Construction and Severability:

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

25. Waiver of Default:

Waiver of default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided above.

26. 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.

27. Assignment:

It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

28. Payment Request:

Payment requests shall be submitted to City of Meridian through the City's project management software. The Project Manager will compare the invoice against the Payment Schedule in the Agreement for compliance. Upon approval that the work has been done and is in compliance with the Agreement, the Project Manager will approve the pay request for processing. City of Meridian payment terms are Net 30 from the date City receives a correct invoice. Final payment will not be released until the City has received a tax release from the Tax Commission. Retainage of five percent (5%) of the current contract value will be withheld from the final pay application(s) until final completion has been met and releases from both the Idaho Tax Commission and Surety have been received by the City.

29. Cleanup:

Contractor shall keep the worksite clean and free from debris. At completion of work and prior to requesting final inspection, the Contractor shall remove all traces of waste materials and debris resulting from the work. Final payment will not be made if cleanup has not been performed.

30. Order of Precedence:

The order or precedence shall be the contract agreement, the Invitation for Bid document, then the winning bidders submitted bid document.

31. Compliance with Laws:

In performing the scope of work required hereunder, CONTRACTOR shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

32. Applicable Law:

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

33. Notices:

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY
City of Meridian
Procurement Manager
33 E Broadway Ave
Meridian, ID 83642
208-489-0417

CONTRACTOR
Irminger Construction, Inc.
Attn: Travis Conger
25094 Homedale Rd.
Wilder, ID 83676
Phone: 208-800-9616
Email: iccittravis@gmail.com
Idaho Public Works License # 026529-AA-1-3-4

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

34. Approval Required:

This Agreement shall not become effective or binding until approved by the City of Meridian.

CITY OF MERIDIAN

IRMINGER CONSTRUCTION, INC.

BY: _____
KEITH WATTS, Procurement Manager

BY:  _____

Item #16.

Dated: _____

Dated: 5-26-21

Approved by Council: _____

Project Manager
Brent Blake

EXHIBIT A

SCOPE OF WORK

REFER TO INVITATION TO BID PW-2118-11081.D ALL ADDENDUMS, ATTACHMENTS, AND EXHIBITS included in the Invitation to Bid Package # PW-2118-11810.D, are by this reference made a part hereof.

SPECIFICATIONS / SCOPE OF WORK

All construction work shall be done in accordance with the current version of the Idaho Standards for Public Works Construction (ISPWC), the 2013 City of Meridian Supplemental Specifications to the ISPWC (and any Addendums).

See separate attached documents:

- SPECIFICATIONS & DRAWINGS by Mountain Waterworks dated 4/2021 (252 pages)
- PLANS by Mountain Waterworks dated 4/2021 (101 pages)

MILESTONE / PAYMENT SCHEDULE

A. Total and complete compensation for this Agreement shall not exceed \$1,532,332.24.

MILESTONE DATES/SCHEDULE				
Milestone 1	Substantial Completion	252 Days from Notice to Proceed		
Milestone 2	Final Completion	282 Days from Notice to Proceed		
PRICING SCHEDULE				
Contract includes furnishing all labor, materials, equipment, and incidentals as required for the WELL 17 TREATMENT FACILITY CONSTRUCTION PROJECT per IFB PW-2118-11081.d.				
NOT TO EXCEED CONTRACT TOTAL..... \$1,532,332.24				
Contract is a not to exceed amount. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by city.				
Contract Pricing Schedule				
Item No.	Description	Quantity	Unit	Unit Price
	MOBILIZATION & GENERAL CONDITIONS			
1	Mobilization (5%)	1	LS	\$14,548.00
2	Construction Traffic Control	1	LS	\$1,606.00
3	Site Identification Sign	1	LS	\$1,285.00
4	Storm Water and Erosion Control	1	LS	\$1,720.00
5	Use Tax on City Provided Equipment (Pump) (0.06)	1	LS	\$28,269.24
	SITE IMPROVEMENTS & UTILITIES	1	LS	
6	Clearing and Grubbing/Demolition	1	LS	\$13,919.00
7	Demolition of Existing Wellhouse	625	SY	\$13,116.00
8	Asphalt Paving	75	SY	\$35,000.00
9	Gravel Surface	1	LS	\$2,025.00
10	Landscaping (Tree planting, re-sod, sprinkler repair/relocation, pavers)	1	LS	\$13,852.00
11	Engineered Stormwater Infiltration System	56	SY	\$33,268.00
12	Concrete Flatwork (Sidewalk, Steps, Pads)	65	LF	\$4,928.00
13	8' Wrought Iron Fence	110	LF	\$5,850.00
14	6' Chain-link Fence	200	LF	\$3,300.00
15	8' Vinyl Fence	1	EA	\$17,400.00
16	20' Swing Gate	1	EA	\$13,764.00
17	4' Swing Gate	1	LS	\$2,753.00

MILESTONE / PAYMENT SCHEDULE

A. Total and complete compensation for this Agreement shall not exceed \$1,532,332.24.

18	12" Water Main (Pipe, Valves, Fittings)	1	LS	\$3,756.00
19	10" Water Main (Pipe, Valves, Fittings)	110	LF	\$19,338.00
20	12" Sanitary Sewer	1	EA	\$7,810.00
21	Sand and Grease Trap	2	EA	\$5,240.00
22	Catch Basin	2	EA	\$5,806.00
23	4' Dia. Manhole, > 10 feet deep	1	EA	\$17,642.00
24	Air Gap Discharge Structure	1	LS	\$16,843.00
25	1 1/2" Water Service Connection (Pipe, Fittings, Valves, Meter)	1	LS	\$6,445.00
26	6" Water Service Connection (Pipe, Fittings, Valve)	1	LS	\$9,819.00
27	Misc. Yard Piping	310	LF	\$2,962.00
28	Curb & Gutter	230	LF	\$13,330.00
29	Valley Gutter	1	LS	\$18,400.00
	BUILDING			
30	Building & Tank Foundations and Floor Slab	1	LS	\$120,099.00
31	Building (incl. Roof, Gutters, Building Coatings, Bollards, Stairs, Doors, Handrails, etc.)	1	LS	\$378,979.00
32	Catwalk Framing and Grating	1	LS	\$34,581.00
33	Electrical (Site, Building & Equipment)	1	LS	\$210,929.00
34	Instrumentation and Control	1	LS	\$27,945.00
35	HVAC Equipment	1	LS	\$73,379.00
36	Plumbing	1	LS	\$48,591.00
37	Fire System	1	LS	\$43,460.00
38	Process Piping and Equipment (Pipes, Valves, Fittings, Coating, Supports, etc.)	1	LS	\$53,450.00
39	Workbench	1	EA	\$1,770.00
40	Wall Cabinet and Sink	1	EA	\$3,030.00
41	Chlorine Analyzer	2	EA	\$17,024.00
42	Sodium Hypochlorite Metering Pump	1	EA	\$9,052.00
43	Sodium Hypochlorite Storage Tank and Fill Connection	1	EA	\$9,239.00
44	Emergency Eyewash and Shower Unit	1	EA	\$1,547.00
45	Install Filter Equipment (Filter, Instrumentation, Electrical, Blower, etc.)	1	LS	\$33,460.00
46	Install Filter Equipment (Filter, Instrumentation, Electrical, Blower, etc.)	1	LS	\$0
47	Discharge Header (Pipe, Fittings, Valves, Static Mixer, and Appurtenances)	1	LS	\$17,815.00

MILESTONE / PAYMENT SCHEDULE

A. Total and complete compensation for this Agreement shall not exceed \$1,532,332.24.

48	Well Pump and Motor Installation	1	LS	\$65,678.00
49	Startup and Commissioning	1	LS	\$14,455.00
	BID ALTERNATE 1			
50	316 Stainless Steel Pump Column	1	LS	\$10,101.00
	BID ALTERNATE 2			
51	Stainless Steel Pump Bowls	1	LS	\$23,754.00



Bond# 2307583

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Irminger Construction, Inc.
25094 Homedale Rd.
Wilder, ID 83676

SURETY (Name and Principal Place of Business):
North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

OWNER (Name and Address):
City of Meridian, Procurement Division
33 E Broadway Ave, Suite 106
Meridian, ID 83642

CONSTRUCTION CONTRACT

Date: May 27, 2021
Amount: \$1,532,332.24
Description (Name and Location): Well 17 Treatment Facility Construction Project # 11081.D

BOND

Date (Not earlier than Construction Contract Date): May 27, 2021
Amount: \$1,532,332.24
Modifications to this Bond:

None See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Irminger Construction, Inc
Signature:
Name and Title: Travis Conger, President

North American Specialty Insurance Company
Signature:
Name and Title: Mary Jaquier, Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Post Insurance
P.O. Box 893
Meridian, ID 83680-0893

N/A

Item #16.

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

Item #16.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



Bond# 2307583

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Irminger Construction, Inc.
25094 Homedale Rd.
Wilder, ID 83676

SURETY (Name and Principal Place of Business):
North American Specialty Insurance Company
1450 American Lane Suite 1100
Schaumburg, IL 60173

OWNER (Name and Address):
City of Meridian, Procurement Division
33 E Broadway Ave, Suite 106
Meridian, ID 83642

CONSTRUCTION CONTRACT

Date: May 27, 2021
Amount: \$1,532,332.24
Description (Name and Location): Well 17 Treatment Facility Construction Project # 11081.D

BOND

Date (Not earlier than Construction Contract Date): May 27, 2021
Amount: \$1,532,332.24
Modifications to this Bond:

None See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Irminger Construction, Inc

Signature:
Name and Title: Travis Conner, President

SURETY
Company: (Corporate Seal)

North American Specialty Insurance Company

Signature:
Name and Title: Mary Jaquier, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Post Insurance
P.O. Box 893
Meridian, ID 83680-0893

N/A

Item #16.

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, assigns and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Item #16. shall be construed as a statutory bond and not as a on law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 of this Bond is deleted in its entirety and replaced with the following provision:

When the claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, but not more than 120 days, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including but not limited to, lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable time, but not more than 120 days, payor make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge of its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety defenses to or right to dispute such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Item #16.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

TERRY S. ROBB, WILLIAM F. POST, and MARY JAQUIER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5TH day of FEBRUARY, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 5TH day of FEBRUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27 day of May, 20 21.

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Post Insurance Services, Inc. P.O. Box 893 Meridian ID 83680-0893	CONTACT NAME: Alyshia Gamble PHONE (A/C, No, Ext): (208) 506-4700 FAX (A/C, No): (208) 344-0651 E-MAIL ADDRESS: agamble@postins.com														
INSURED Irminger Construction, Inc. 25094 Homedale Rd Wilder ID 83676	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Auto Owners Insurance</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER B: Benchmark Insurance Company</td> <td style="text-align: center;">41394</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's, London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto Owners Insurance	18988	INSURER B: Benchmark Insurance Company	41394	INSURER C: Underwriters at Lloyd's, London	15792	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 2021-2022** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 55091, 55373 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		1446395775372721	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 58504, 58583 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	4975372700	3/11/2021	3/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4975372701	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB21503700	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			ANE439#14421	2/18/2021	2/18/2022	Each Claim Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Well 17 Treatment Facility, Project #11081.D

CERTIFICATE HOLDER

CANCELLATION

City of Meridian 33 E Broadway Ave Meridian, ID 83642	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Alyshia Gamble/AG <i>Alyshia Gamble</i>
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ATF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2021

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PRODUCER Post Insurance Services, Inc. P.O. Box 893 Meridian ID 83680-0893 INSURED Irminger Construction, Inc. 25094 Homedale Rd Wilder ID 83676	CONTACT NAME: Alyshia Gamble PHONE (A/C No, Ext): (208) 506-4700 FAX (A/C No): (208) 344-0651 E-MAIL ADDRESS: agamble@postins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Auto Owners Insurance</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER B: Benchmark Insurance Company</td> <td style="text-align: center;">41394</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's, London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto Owners Insurance	18988	INSURER B: Benchmark Insurance Company	41394	INSURER C: Underwriters at Lloyd's, London	15792	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 2021-2022** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1446395775372721	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 1,000,000
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	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJEC <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OTHER						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			4975372700	3/11/2021	3/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS		X				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> 58504 58583						\$
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	<input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCB21503700	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			ANS439814421	2/18/2021	2/18/2022	Each Claim Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Well 17 Treatment Facility, Project #11081.D

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P O S T I N S U R A N C E

To Whom It May Concern:

Due to recent legislation regarding the issuance of Certificates of Insurance and changes to the ACORD certificate, we can no longer type anything in the "Description of Operations" box other than a project name, number and/or description. The "Description of Operations" box is just that, and is not to identify specific information or verify the coverages provided by the policy endorsements. Additional Insured and/or Waiver of Subrogation status has been indicated on the certificate to the right of the respective coverage and we have provided the actual endorsements for this status. Please note that the endorsements provide Additional Insured and/or Waiver of Subrogation status on a blanket basis to any organization if such status is required by a written contract or agreement. The certificate and endorsements we provided you adheres to our agency procedures and fulfills all coverage requirements. We are following the procedures required by our Errors & Omissions carrier and contracts with the insurance companies we represent.

Mailing Address P.O. Box 893 Meridian, ID 83680
Physical Address 2315 S. Cobalt Point Way Meridian, ID 83642

☎ 208.336.5600 | 📠 208.344.0651 | www.postins.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
 - 1. If required in a written contract or agreement; or
 - 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
 - 1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

- in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
- 2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. EXTENDED WATERCRAFT LIABILITY

Under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g., exclusion (2) is deleted and is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

Exclusions

With respect to only HIRED AUTO AND NON-OWNED AUTO LIABILITY, the exclusions which apply to SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage:

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or are contained in any property that is:
 - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";

- 2) Otherwise in the course of transit by you or on your behalf; or
 - 3) Being disposed of, stored, treated or processed into or upon the "auto";
- (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
- (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.
- c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.
- c. (1) (b) and c. (1) (c) above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
- (1) Property owned or being transported by, or rented or loaned to any insured; or
 - (2) Property in the care, custody or control of any insured

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other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract".
- (2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, SECTION II - WHO IS AN INSURED, is deleted and replaced by the following:

SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

- a. You.

- b. Your partners if you are designated in the Declarations as a partnership or a joint venture.
- c. Your members if you are designated in the Declarations as a limited liability company.
- d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
 - (1) Such person; or
 - (2) Any partner or "executive officer" of yours or a member of his or her household; or
 - (3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- d. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

Item #16.

- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

- (1) When **Hired Auto and Non-Owned Auto Each Occurrence Limit** is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
- (2) When **Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit** and **Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit** are shown in the Declarations:

- (a) The limit shown for **Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence** is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".

- (b) The limit shown for **Property Damage Hired Auto and Non-Owned Auto Each Occurrence** is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** and **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

Paragraph 4., the amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04**, is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE**:

Commencing with the effective date of this policy, we will provide one additional **Products-Completed Operations Aggregate Limit**, for each annual period, equal to the amount of the **Products-Completed Operations Aggregate Limit** shown in the Declarations. The maximum **Products-Completed Operations Aggregate Limit** for any annual period will be no more than two times the original **Products-Completed Operations Aggregate Limit**.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is attached to this policy, then this provision, 5. PERSONAL INJURY EXTENSION, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is not attached to this policy, then under SECTION V - DEFINITIONS, 15. "Personal injury" is deleted and replaced by the following:

15. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy; or
- f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of

Occurrence, Offense, Claim Or Suit, the following paragraph is added:

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

- a. To you; or
- b. To any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in 7. DAMAGE TO PREMISES RENTED TO YOU, a. Limits of Insurance.

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

- (1) "Property damage" to:
 - (a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
 - (b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

- (2) "Property damage" caused by or resulting from any of the following:
 - (a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
 - (b) Cracking, settling, expansion or shrinking;
 - (c) Smoke or smog;
 - (d) Birds, insects, rodents or other animals;
 - (e) Wear and tear;
 - (f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
 - (g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - 1) You make a reasonable effort to maintain heat in the building or structure; or
 - 2) You drain the equipment and shut off the water supply if the heat is not maintained.
- (3) "Property damage" caused directly or indirectly by any of the following:
 - (a) Water that backs up from a drain or sewer;
 - (b) Mud flow or mudslide;
 - (c) Volcanic eruption, explosion or effusion;
 - (d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

- (e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;
- (f) Water under the ground surface pressing on, or seeping or flowing through:
 - 1) Walls, foundations, floors or paved surfaces;
 - 2) Basements, whether paved or not, or
 - 3) Doors, windows or other openings.
- (4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

a. Limits of Insurance

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, paragraph 6. is deleted and replaced by the following:

- 6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

- b. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, paragraph b., the word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

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a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal injury"; or
- (4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to SECTION III - LIMITS OF INSURANCE:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions, applicable to this provision only:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following is added to SECTION III - LIMITS OF INSURANCE:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under SECTION II - WHO IS AN INSURED, Paragraph 4. is deleted and replaced by the following:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

Item #16.

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be **primary** and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

PERSONS AND ORGANIZATIONS INSURED

Each of the following is an **insured** under this policy to the extent described below:

- A.** If **you** are designated in the Declarations as an individual, **you** and **your** spouse are **insureds**, but only for the conduct of a business of which **you** are the sole owner.
- B.** If **you** are designated in the Declarations as a partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to the conduct of **your** business.
- C.** If **you** are designated in the Declarations as a limited liability company, **you** are an **insured**. **Your** members are also **insureds**, but only with respect to the conduct of **your** business. **Your** managers are **insureds**, but only with respect to their duties as managers.
- D.** If **you** are a trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.
- E.** If **you** are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company:
1. **You** are an **insured**; and
 2. Any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or majority interest, will qualify as an **insured** if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the organization or the end of the policy term, whichever is earlier; and
 - b. Coverage does not apply to **bodily injury, property damage, personal injury or advertising injury** that occurred before **you** acquired or formed the organization.
- F.** Any **executive officer** or director of **yours** while acting within the scope of his or her duties for **you**. **Your** stockholders are **insureds**, but only with respect to their liability as a stockholder.
- G.** Any person (other than **your** employee) or organization while acting as **your** real estate manager.
- H.** Any person, organization, trustee or estate with respect to which **you** are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of, or to facilities of or used by, **you**.
- I.** Subject to the terms and conditions of this insurance, any other **insured(s)** included in the **scheduled underlying insurance** issued to **you** and shown in the Declarations, but only to the extent that insurance is provided for such other **insured(s)** in the **scheduled underlying insurance**.

However, no person or organization is an **insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named **Insured** in the Declarations.

LIMITS OF LIABILITY

- A.** The Limits of Liability shown in the Declarations and the following provisions determine the most **we** will pay regardless of the number of:
1. **Insureds**;
 2. Persons or organizations who sustain damage;
 3. Claims made or suits brought; or

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 01/01/2021

Policy No.: WCB215037-00

Endorsement No.

Insured: Irminger Construction, Inc.

Premium:

Insurance Company: Benchmark Insurance Company



AGENDA ITEM

ITEM TOPIC: Ordinance No. 21-1931: An Ordinance (H-2021-0013 – Roberts Annexation) for Annexation of Lots 2 & 3, Heritage Subdivision No. 2, Situated in the Southwest Quarter of the Northwest Quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, and Being More Particularly Described in Attachment “A” and Annexing Certain Lands and Territory, Situated in Ada County, Idaho, and Adjacent and Contiguous to the Corporate Limits of the City of Meridian as Requested by the City of Meridian; Establishing and Determining the Land Use Zoning Classification of 2.146 Acres of Land from R-1 To R-2 (Low Density Residential) Zoning District in the Meridian City Code; Providing that Copies of this Ordinance shall be Filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as Required by Law; and Providing for a Summary of the Ordinance; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date

CITY OF MERIDIAN ORDINANCE NO. 21-1931

BY THE CITY COUNCIL:

**BERNT, BORTON, CAVENER,
HOAGLUN, PERREAULT, STRADER**

AN ORDINANCE (H-2021-0013 – ROBERTS ANNEXATION) FOR ANNEXATION OF LOTS 2 & 3, HERITAGE SUBDIVISION NO. 2, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHMENT “A” AND ANNEXING CERTAIN LANDS AND TERRITORY, SITUATED IN ADA COUNTY, IDAHO, AND ADJACENT AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MERIDIAN AS REQUESTED BY THE CITY OF MERIDIAN; ESTABLISHING AND DETERMINING THE LAND USE ZONING CLASSIFICATION OF 2.146 ACRES OF LAND FROM R-1 TO R-2 (LOW DENSITY RESIDENTIAL) ZONING DISTRICT IN THE MERIDIAN CITY CODE; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE ADA COUNTY ASSESSOR, THE ADA COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; AND PROVIDING FOR A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO:

SECTION 1. That the following described land as evidenced by attached Legal Description herein incorporated by reference as Exhibit “A” are within the corporate limits of the City of Meridian, Idaho, and that the City of Meridian has received a written request for annexation and re-zoning by the owner of said property, to-wit: *Denton Roberts*.

SECTION 2. That the above-described real property is hereby annexed and re-zoned from R-1 to R-2 (Low Density Residential) Zoning Districts in the Meridian City Code.

SECTION 3. That the City has authority pursuant to the laws of the State of Idaho, and the Ordinances of the City of Meridian to annex and zone said property.

SECTION 4. That the City has complied with all the noticing requirements pursuant to the laws of the State of Idaho, and the Ordinances of the City of Meridian to annex and re-zone said property.

SECTION 5. That the City Engineer is hereby directed to alter all use and area maps as well as the official zoning maps, and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance.

SECTION 6. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 7. This ordinance shall be in full force and effect from and after its passage, approval and publication, according to law.

SECTION 8. The Clerk of the City of Meridian shall, within ten (10) days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman manner, including the lands herein rezoned, with the following officials of the County of Ada, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall also file simultaneously a certified copy of this ordinance and map with the State Tax Commission of the State of Idaho.

SECTION 9. That pursuant to the affirmative vote of one-half (1/2) plus one (1) of the Members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect upon its passage, approval and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, this
_____ **day of** _____, **2021.**

APPROVED BY THE MAYOR OF THE CITY OF MERIDIAN, IDAHO, this
_____ **day of** _____, **2021.**

MAYOR ROBERT E. SIMISON

ATTEST:

CHRIS JOHNSON, CITY CLERK

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 **ROBERT E. SIMISON** and **CHRIS JOHNSON** known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
RESIDING AT: _____
MY COMMISSION EXPIRES: _____

CERTIFICATION OF SUMMARY:

William L.M. Nary, City Attorney of the City of Meridian, Idaho, hereby certifies that the summary below is true and complete and upon its publication will provide adequate notice to the public.

William L. M. Nary, City Attorney

SUMMARY OF CITY OF MERIDIAN ORDINANCE NO. 21-1931

An Ordinance (H-2021-0013 – Roberts Annexation) for annexation of Lots 2 & 3, Heritage Subdivision No. 2, situated in the Southwest Quarter of the Northwest Quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho and being more particularly described in the map published herewith; establishing and determining the land use zoning classification of 2.146 acres of land from R-1 to R-2 (Low Density Residential) zoning district; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing an effective date. A full text of this ordinance is available for inspection at City Hall, City of Meridian, 33 East Broadway Avenue, Meridian, Idaho. This ordinance shall be effective as of the date of publication of this summary.

[Publication to include map as set forth in Exhibit B.]

Item #18.

A. Annexation Legal Description and Exhibit (date: 2/3/2021)

ANNEXATION
ROBERTS PARCELS
LEGAL DESCRIPTION

Lots 2 & 3, Block 1, Heritage Subdivision No. 2, situated in the Southwest Quarter of the Northwest Quarter of Section 32, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Corner of Sections 30, 29, 32, & 31 monumented by a found aluminum cap as described in CP&F Instrument No. 111098263 at the intersection of E. McMillan Road and N. Locust Grove Road, from which the Quarter Corner common to Sections 32 and 31 monumented by a found aluminum cap as described in CP&F Instrument No. 102102462 at the intersection of E. Leighfield Drive and N. Locust Grove Road bears, South 00°33'08" West, 2,659.05 feet; thence South 00°33'08" West, 1,988.86 feet to the **POINT OF BEGINNING**;

Thence along the Northerly Boundary of Lot 2, South 89°31'13" East, 287.63 feet to the Northwest Corner of Lot 4;

Thence along the Westerly Boundary of Lot 4, South 00°32'52" West, 325.00 feet to the Center Line of E. Paradise Lane;

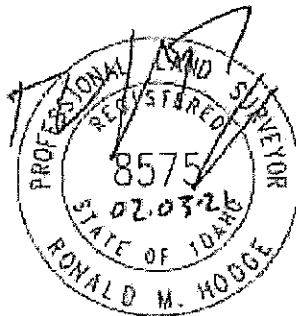
Thence along said Center Line, North 89°31'13" West, 287.65 feet to the to the Center Line of N. Locust Grove Road and the Westerly Boundary of Section 32;

Thence North 00°33'08" East, 325.00 feet to the **POINT OF BEGINNING**.

Containing 2.146 acres, more or less.

End of description

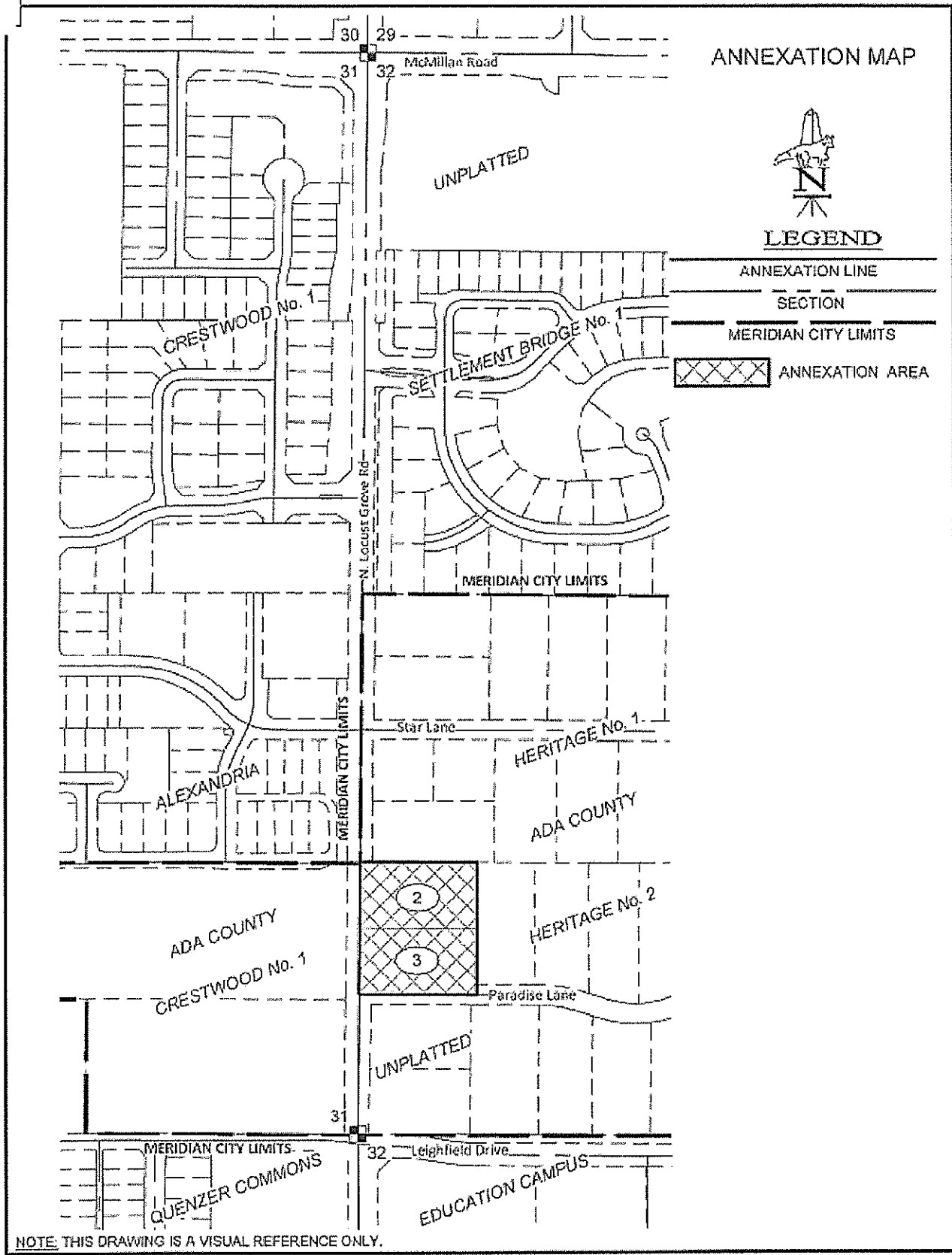
Prepared By:
Ronald M. Hodge



RH:tc

EXHIBIT B

Item #18.



NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.



AGENDA ITEM

ITEM TOPIC: Ordinance No. 21-1932: An Ordinance Amending Meridian City Code as Codified at Title 11, Pertaining to Specific Use Standards in the Old Town District in Chapter 2; Ditches, Laterals, Canals or Drainage Courses in Chapter 3; Comprehensive Map Amendments in Chapter 5; and Common Driveway Standards in Chapter 6; and Providing for a Waiver of the Reading Rules; and Providing an Effective Date

CITY OF MERIDIAN ORDINANCE NO. 21-1932

BY THE CITY COUNCIL:

**BERNT, BORTON, CAVENER,
HOAGLUN, PERREALT, STRADER**

AN ORDINANCE AMENDING MERIDIAN CITY CODE AS CODIFIED AT TITLE 11, PERTAINING TO SPECIFIC USE STANDARDS IN THE OLD TOWN DISTRICT IN CHAPTER 2; DITCHES, LATERALS, CANALS OR DRAINAGE COURSES IN CHAPTER 3; COMPREHENSIVE MAP AMENDMENTS IN CHAPTER 5; AND COMMON DRIVEWAY STANDARDS IN CHAPTER 6; AND PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Unified Development Code is the official zoning ordinance for the City of Meridian and provides an opportunity to better support the Comprehensive Plan and provide a tool that is relevant and contemporary to the needs of the City; and,

WHEREAS, the City Council of the City of Meridian deems it to be in the best interest of the health, safety and welfare of its citizens to incorporate changes to the Unified Development Code within the City of Meridian.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That Meridian City Code 11-2D-3B.4, Unified Development Code, be amended as follows:

- 4. ~~In the O-T district, additional height exceeding the maximum height allowed for the district requires approval through a conditional use permit.~~ In the O-T and TN-C districts, the additional height allowed is limited as follows:
 - a. In the area defined as the city core in chapter 1 of this title, additional building height may deviate up to twenty (20) percent of the minimum or maximum height in the O-T district subject to the alternative compliance procedures set forth in chapter 5, "administration", of this title. Proposed building height exceeding twenty (20) percent of the maximum or minimum height for the district requires approval through a conditional use permit. In no case shall the building height exceed fifty (50) percent of the maximum height allowed in the district.
 - ~~b.~~ Additional building height not to exceed twenty (20) percent of the maximum height allowed for the TN-C district may be approved by the Director through the alternative compliance procedures set forth in chapter 5, "administration", of this title. Additional height shall be allowed when the development provides ten (10) percent of the building square feet in open space, courtyards, patios, or other usable outdoor space available for the employees and/or patrons of the structure, excluding required setbacks and landscape buffers.

~~cb.~~ Additional building height exceeding twenty (20) percent of the maximum height allowed for the TN-C district or when additional height is requested without providing the required open space in accord with subsection (B)(4)~~ab~~ of this section requires approval through a conditional use permit.

Section 2. That Meridian City Code Section 11-2D-4, Unified Development Code, be amended as follows:

The standards for development in the Old Town District are set forth in this section as follows:

- A. Building Height: In the area defined as the city core in chapter 1, any new construction shall have a minimum height of thirty-five feet (35') and a maximum height of one hundred feet (100'). All other areas in the district, the ~~maximum~~ maximum building height is seventy-five feet (75').
- B. Number of stories. Minimum number of stories for new construction is two (2) and/or as set forth in the "City of Meridian Architectural Standards Manual".
- ~~C. Additional height. Additional height exceeding the maximum height allowed requires approval through a conditional use permit.~~
- ~~CD.~~ Streetscape improvements. Streetscape improvements within the city core shall be designed in accord with the "City of Meridian Public Works Design Standards Manual".
- ~~DE.~~ Residential to commercial conversions. Residential to commercial conversions within old town shall comply with the established standards set forth in the "Architectural Standards Manual" (ASM) and structure and site design standards set forth in section 11-3A-19 of this title. Where there are site constraints that prevent a conversion from wholly complying with these standards, the applicant may submit for a design standard exception as set forth in the ASM.
- ~~EF.~~ Public and other urban open spaces. When proposed as part of a development, public and other urban open spaces shall have sufficient pedestrian access and be integrated into the overall site design.

Section 3. That Meridian City Code Section 11-3A-6, Unified Development Code, be amended as follows:

- A. Purpose. The purpose of this section is to limit the tiling and piping of natural waterways, including but not limited to, ditches, canals, laterals, sloughs and drains where public safety is not a concern as well as improve, protect and incorporate creek corridors (Five Mile, Eight Mile, Nine Mile, Ten Mile, South Slough and Jackson and Evan Drains) as an amenity in all residential, commercial and industrial designs. When piping and fencing is proposed, the following standards shall apply.
- B. Piping.

1. Natural waterways intersecting, crossing, or lying within the area being developed shall remain as a natural amenity and shall not be piped or otherwise covered. See also subsection (C)(1) of this section.

2. Irrigation ditches, laterals, canals, sloughs and drains may be left open when used as a water amenity or linear open space, as defined in section 11-1A-1 of this title. See also subsection (C)(2) of this section.

3. Except as allowed above, all other irrigation ditches, laterals, sloughs or canals, intersecting, crossing or lying within the area being developed, shall be piped, or otherwise covered. This requirement does not apply to property with only an irrigation easement where the actual drainage facility is located on an adjoining property.

a. The decision-making body may waive the requirement for covering such ditch, lateral, canal, slough or drain, if it finds that the public purpose requiring such will not be served and public safety can be preserved.

C. Fencing.

1. Fencing along all natural waterways shall not prevent access to the waterway. In limited circumstances and in the interest of public safety, larger open water systems may require fencing as determined by the City Council, Director and/or Public Works Director.

2. Ditches, laterals, canals, sloughs and drains do not require fencing if it can be demonstrated by the applicant to the satisfaction of the Director that said ditch, lateral, canal, sloughs or drain serves as or will be improved as a part of the development, to be a water amenity or linear open space. If designed as a water amenity, ~~c~~Construction drawings and relevant calculations prepared by a qualified licensed professional registered in the State of Idaho shall be submitted to both the Director and the authorized representative of the water facility for approval.

3. Except as allowed above, all other open irrigation ditches, laterals, canals, sloughs and drains shall be fenced with an open vision fence at least six (6) feet in height and having an 11-gauge, two (2) inch mesh or other construction, equivalent in ability to deter access to said ditch, lateral, canal, slough or drain, which fence shall be securely fastened at its base at all places where any part of said lands or areas being subdivided touches either or both sides of said ditch, lateral, canal, slough or drain.

D. Improvements. Improvements related to piping, fencing or any encroachment as outlined in subsections(A), (B), and (C) of this section requires written approval from the appropriate irrigation or drainage entity.

E. Easements. In Residential Districts, irrigation easements wider than ten feet (10') shall be included in a common lot that is a minimum of twenty feet (20') wide and outside of a fenced area, unless ~~modified otherwise waived~~ by City Council ~~at a public hearing with notice to surrounding property owners.~~

Section 4. That Meridian City Code Section 11-5B-7C.3, Unified Development Code, be amended as follows:

3. The City Council shall not consider amendments to the land use map of the adopted comprehensive plan more than twice per calendar year. The application deadlines for amendments to the land use map component of the comprehensive plan shall be June 15 and December 15 of every year.

Section 5. That Meridian City Code Section 11-6C-3D, Unified Development Code, be amended as follows:

D. Common Driveways

1. Maximum Dwelling Units Served: Common driveways shall serve a maximum of ~~four~~^{six} (4~~6~~) dwelling units. In no case shall more than three (3) dwelling units be located on one side of the driveway.
2. Width standards: Common driveways shall be a minimum of twenty (20) feet in width, unless a greater width is required by the City Engineer. All common driveways shall be on a common lot.
3. Maximum length. Common driveways shall be a maximum of one hundred fifty (150) feet in length or less, unless otherwise approved by the Meridian City Fire Department.
4. Improvement standards. Common driveways shall be paved with a surface with the capability of supporting fire vehicles and equipment.
5. Abutting properties. All properties that abut a common driveway shall take access from the driveway; however, if an abutting property has the required minimum street frontage, that property is not required to take access from the common driveway. In this situation, the abutting property's driveway shall be on the opposite side of the shared property line; away from the common driveway. Solid fencing adjacent to common driveways shall be prohibited, unless separated by a minimum five-foot wide landscaped buffer planted with shrubs, lawn or other vegetative groundcover.
6. Turning radius. Common driveways shall be straight or provide a twenty-eight-foot inside and forty-eight-foot outside turning radius.
7. Depictions. For any plats using a common driveway, the setbacks, fencing, building envelope, landscaping and orientation of the lots and structures shall be shown on the preliminary plat and/or as an exhibit with the final plat application.
8. Easement. A perpetual ingress/egress easement shall be filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment.

- 9. Alternative compliance. The Director may approve or recommend approval of alternative design or construction standards when the applicant can demonstrate that the proposed overall design meets or exceeds the intent of the required standards of this section and shall not be detrimental to the public health, safety, and welfare.

Section 6. That all other provisions of Title 11 as they relate to the Unified Development Code remain unchanged.

Section 7. That this ordinance shall be effective immediately upon its passage and publication.

PASSED by the City Council of the City of Meridian, Idaho, this _____ day of June, 2021.

APPROVED by the Mayor of the City of Meridian, Idaho, this _____ day of June, 2021.

APPROVED:

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

**NOTICE AND PUBLISHED SUMMARY
OF ORDINANCE PURSUANT TO I.C. § 50-901(A)**

CITY OF MERIDIAN ORDINANCE NO. 21-1932

An Ordinance Amending Meridian City Code as Codified at Title 11, Pertaining To Specific Use Standards In The Old Town District in Chapter 2; Ditches, Laterals, Canals Or Drainage Courses in Chapter 3; Comprehensive Map Amendments in Chapter 5; And Common Driveway Standards in Chapter 6; And Providing for a Waiver of the Reading Rules; And Providing an Effective Date.

A full text of this ordinance is available for inspection at City Hall, City of Meridian, 33 East Broadway Avenue, Meridian, Idaho. This ordinance shall become effective upon the passage and publication.

City of Meridian
Mayor and City Council
By: Chris Johnson, City Clerk

First Reading: _____
Adopted after first reading by suspension of the Rule as allowed pursuant to Idaho Code §50-902: YES _____ NO _____
Second Reading: _____
Third Reading: _____

STATEMENT OF MERIDIAN CITY ATTORNEY 21-1932

The undersigned, William L.M. Nary, City Attorney of the City of Meridian, Idaho, hereby certifies that he is the legal advisor of the City and has reviewed a copy of the attached Ordinance No. 21-1932 of the City of Meridian, Idaho, and has found the same to be true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A (3).

DATED this _____ day of June, 2021.

William. L.M. Nary
City Attorney