



CITY COUNCIL WORK SESSION

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, August 18, 2020 at 4:30 PM

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Agenda

VIRTUAL MEETING INSTRUCTIONS

Limited seating is available at City Hall. Consider joining the meeting virtually:

<https://us02web.zoom.us/j/87495854038>

To call in: 1-669-900-6833

Webinar ID: 874 9585 4038

ROLL CALL ATTENDANCE

Jessica Perreault

Joe Borton

Brad Hoaglun

Treg Bernt

Liz Strader

Luke Cavener

Mayor Robert E. Simison

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Approve Minutes of August 4, 2020 City Council Work Session](#)
2. [Approve Minutes of August 4, 2020 City Council Regular Meeting](#)
3. [Blakeslee Commons No. 2 Sanitary Sewer Easement No. 1 and 2](#)
4. [Chamberlain Estates Pedestrian Pathway Easement](#)
5. [Victory Commons Pedestrian Pathway Easement A](#)
6. [Victory Commons Pedestrian Pathway Easement B](#)
7. [Volterra South Commercial Subdivision Pedestrian Pathway Easement](#)
8. [Bainbridge Subdivision No. 11 Sanitary Sewer and Water Main Easement No. 1](#)
9. [Findings of Fact, Conclusions of Law for Villas at Twelve Oaks East \(H-2020-0014\) by Jim Jewett, Located at 115 S. Linder Rd.](#)

10. [Development Agreement Between the City of Meridian and LH Development, LLC \(Owner\) and Westpark Company, Inc. \(Developer\) for Lavender Heights \(H-2020-0009\)](#)
11. [Pathway Agreement Between the Nampa & Meridian Irrigation District and the City of Meridian Regarding the Warrick Subdivision No. 3 Pathway](#)
12. [Professional Services Agreements Between City of Meridian and West Ada School District Student Awardees for Traffic Box Community Art Project](#)
 - A. [Veronica Willard](#)
 - B. [Kamden Prock](#)
 - C. [Aeryn Waterman](#)
 - D. [Riley Wiles](#)
 - E. [Leanna Tackett](#)
13. [Artwork License Agreement Between City of Meridian and Casey Gurr for Traffic Box Community Art Project](#)
14. [Artwork License Agreement Between City of Meridian and Brittany Bishop for Traffic Box Community Art Project](#)
15. [Resolution No. 20-2223: A Resolution of the Mayor and the City Council of the City of Meridian Reappointing Dave Winder to Seat 4 and Dan Basalone to Seat 9 of the Meridian Development Corporation; and Providing an Effective Date](#)
16. [AP Invoices for Payment - 08-19-20 - \\$2,675,834.95](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

DEPARTMENT / COMMISSION REPORTS [Action Item]

17. [Community Development: Annual Department Report](#)
18. [Parks and Recreation Department: Management and Operation of Lakeview Golf Course Discussion](#)
19. [Code Enforcement: Appeal of Order to Abate Weeds at Lot 01, Block 01, Kentucky Villas Subdivision, Parcel R4882890010, by Bruce B. Hessing](#)

EXECUTIVE SESSION

20. Per Idaho Code 74-206A(1)(a) To deliberate on a labor contract offer or to formulate a counteroffer; and (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Approve Minutes of August 4, 2020 City Council Work Session

Meridian City Council Work Session

August 4, 2020.

A Meeting of the Meridian City Council was called to order at 4:33 p.m., Tuesday, August 4, 2020, by Mayor Robert Simison.

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

Also present: Chris Johnson, Bill Nary, Shaun Harper, Joe Bongiorno and Dean Willis.

Item 1: Roll-call Attendance:

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

Simison: Council, I will call this meeting to order. For the record is Tuesday, August 4th, 2020, at 4:33 p.m. We will begin this meeting with roll call attendance.

Item 2: Adoption of Agenda

Simison: Next item is the adoption of the agenda.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

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

Cavener: Second.

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

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Item 3: Consent Agenda [Action Item]

1. **Approve Minutes of July 21, 2020 City Council Work Session**
2. **Approve Minutes of July 21, 2020 City Council Regular Meeting**
3. **Creason Creek Subdivision No. 2 Sanitary Sewer Easement No. 1**

4. **Final Order for Sky Mesa No. 4 (H-2020-0063) by Sky Mesa East, LLC, Located at the Northwest Corner and the Southwest Corner of S. Eagle Rd. and E. Taconic Dr.**
5. **Final Order for Whitecliffe Estates No. 2 (H-2020-0070) by 943 W. McMillan Road, LLC, Located at 943 W. McMillan Rd.**
6. **Findings of Fact, Conclusions of Law for Brody Square (H-2020-0032) by Pinnacle Land Development, LLC, Located on the Northeast and Southeast Corners of N. Black Cat Rd. and W. Daphne St.**
7. **Findings of Fact, Conclusions of Law for Chukar Ridge (H-2020-0025) by Investment Analytics Group, Located at 4005 N. McDermott Rd.**
8. **Findings of Fact, Conclusions of Law for Lupine Cove (H-2019-0133) by Penelope Constantikes, Riley Planning Services, Located at 4000 N. McDermott Rd.**
9. **Development Agreement between the City of Meridian and Donald Cantrell (Owner) and HHS Construction, LLC (Developer) for Sky Mesa Highlands (H-2019-0123)**
10. **Agreement for Use of Sheriff's Community Service Participants Between the Ada County, the Ada County Sheriff's Office, and the City of Meridian**
11. **First Addendum for an Additional Term of Years to Interagency Governmental Agreement Between Ada County Highway District and the City of Meridian for Waiver of Costs and Fees**
12. **AP Invoices for Payment - 08-05-20 - \$110,491.65**

Simison: Item number -- the next item is the Consent Agenda.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we approve the Consent Agenda, for the Mayor to sign and for the Clerk to attest.

Cavener: Second.

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

MOTION CARRIED: ALL AYES.

Item 4: Items Moved From The Consent Agenda [Action Item]

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

Item 5: COMMUNITY PRESENTATIONS [Action Item]

13. Western Ada Recreation District Discussion

Simison: So, we will move on to Community Presentations, Item 13, the Western Ada Recreation District discussion and I will turn this over to Mr. Wardle.

Wardle: Thank you, Mr. Mayor, Members of the Council. I have got my proper distance here. Thanks for having me today. I'm here on behalf of the Western Ada Recreation District. I'm the chairman of that organization. Have two other commissioners who are elected officials, Tyler Rountree and Heath VanPatten. I would like to acknowledge in the audience Charlie Rountree, which was a commissioner and the chairman of that organization for over 20 years. So, thanks for being here, Charlie. Western Recreation District was formed in 1971 to build the community pool and -- and accomplish that which is in Storey Park. So, it was -- that was its original intent and -- and back then Meridian was a much smaller community than it is today. I'm going to give you a little bit of history just because that's one of the big questions is who is the Western Ada Recreation District. So -- so, we built that pool. The city had a very small parks department at that time and so Western Ada Recreation District sort of functioned as -- as part of the city parks department and acquired Fuller Park, which was on -- which is still on Ten Mile and was actually outside of the city limits and that was -- the Meridian Little League Park was built by -- by dads and older brothers and community involvement and today continues to serve the little league community, as well as the rest of the community. The city and the Western Ada Recreation District have been talking about Fuller Park -- began having some conversations about -- Meridian is a very different community than it was. The Western Ada Recreation District essentially encompasses the entire community of Meridian and -- and the Western Ada Rec District Board started talking about, you know, whether -- whether there was a -- a potential duplication of services and whether -- whether the city could -- could -- could function better in that park and so we actually created a partnership and -- by which the city managed Fuller Park. We made capital improvements to that -- to that asset and after one year of management the city actually took ownership of -- of the park. As a result of that the Western Ada Recreation District lowered its -- its taxable rate to match, essentially, what we were -- we were operating with that park and so that was a commitment that we made on behalf of the -- the community, as well as -- as the city. So, in 2016 the Western Ada Recreation District spent about three million dollars renovating our pool asset and -- and, you know, made a great improvement out there and

-- and that asset functions very well in the community. So, what brings us here today. So -- so, after the election the Mayor and I began a discussion about what is the future of the Western Ada Recreation District; right? So, what -- what are our future goals. We had transferred an asset to the city and we had expressed an interest in the future about -- talking about the pool. These are not new conversations, but we wanted to say, okay, well, how do we best use our resources and so we began talking about what happens in other communities and in -- in other communities around the state and around the country, frankly, typically a golf course will create excess capital funds; right? So, it will -- it will operate and the revenues will exceed the expenses for that particular asset and, in addition to that typically, we see the aquatics assets exactly reverse of that. So, the revenues typically don't cover the expenses for those communities. In this particular case the -- the Meridian community pool actually has revenues -- program revenues which pay beyond what our expenses are. But it doesn't necessarily cash flow capital improvements and so we began the discussion if -- if in a typical community a golf course can -- can augment some of those aquatics kind of activities then -- then it evens things out on the tax basis and so the Western Ada Recreation District began negotiation with Lakeview investors, which is the operator of the Lakeview Golf Course. And a little bit about that. The original lease with -- with Cherry Lane Recreation was renewed in 1999 and just a little history of the golf course. I know a lot of people have some history, but that was -- that was built by the original operator and -- and had a long-term lease in place, again, which renewed in 1999. The city didn't expend capital funds towards the improvements on the golf course, that was -- that was the operator themselves that -- that put that in and the original developers of the course. In 2005 the -- the lease was transferred to Lakeview investors with all of the assets in place and -- and that is the current operator that we are negotiating with. So, the highlights of the purchase agreement for the Western Ada Recreation District are the purchase of all of the assets, including the clubhouse, and just for the current -- the current operator owns the clubhouse, they own all of the machinery, all of the carts and the liquor license and so all of that is -- is contemplated to be part of the purchase and sale agreement negotiated by Western Ada Rec, as well as the lease -- purchasing the lease asset. Our anticipation is closing on October 8th. That agreement is contingent upon a management agreement with the city which brings us here today. So, our proposal -- our proposal is this -- is that -- and we have worked with the Parks Department and the legal -- and the Legal Department and that's why we are here today to talk about the management agreement. Western Ada Recreation District anticipates to -- to close on the property and then -- and, then, bring the city in to manage this particular asset. One of our commitments to that is to spend 60,000 dollars on a master plan. In working with the Parks Department they need an irrigation audit. There are some water rights issues and there are some things that need cleaned up and so Western Ada Recreation District will consider spending 60,000 dollars on that master plan, which -- which will be -- and I have talked to the Parks Department -- a -- a very public -- have a lot of public involvement in that process. I'm just going to hit a couple more highlights on the -- on the management agreement. The terms of the agreement are three years. Again, master plan and, then, the city will be in charge of maintenance and operation of the facility. It is our anticipation that -- that after that period of time -- so, just to back up one more real quickly. Within the state statute recreation districts have the authority specifically to be in the aquatics business, which we are. They also have the statutory

authority to be in the golf business, which is where this would fall under. Our proposal to the city, again, much like the Fuller Park, is that Western Ada Recreation District can spend its capital funds on assets which are owned, which -- which they are involved in. It's our anticipation that we -- that we would make this purchase. The city would manage the asset for us. The city would, then, take over management of the aquatics asset in the future and that eventually the Western Ada Recreation District would transfer those assets to the City of Meridian and get out of the taxing business. So, that is -- that is the overall strategy and plan and I have hit the highlights on our management agreement. Just a couple timelines. I'm here today in front of you to answer questions to talk officially about this management agreement. We have a meeting on Thursday at 12:00 o'clock. The item on the agenda is the purchase and sale agreement, so it could be considered there, along with our next year's budget, which has the total amount for the purchase and sale in there. So, it could be authorized Thursday. If -- if that doesn't happen this week, we would hold a special meeting, again, which would all be public meetings. So, nothing has been decided either on the city side or Western Ada Recreation District's behalf. And with that I would -- Bill, did I cover all the highlights for the management agreement? Stand for any questions.

Simison: Thank you, Shaun. Council, do you have any questions for Mr. Wardle?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: So, what you are saying, Shaun -- thank you for the presentation, by the way. Well done. Appreciate you being here. So, what you are saying is after -- so, you would take control of the golf course -- whatever that date was in October and, then, we would sign a management agreement that would last for three years and what would happen at the end of that three years?

Wardle: So, that's -- that's what we are -- we are anticipating that at the end of three years we would transfer the asset to the City of Meridian. So, the agreement reads that we hold possession of the asset -- we are in control of the -- the liquor license, but to have an operator that's operating it on our behalf. So, our anticipation that along with -- again, along with the aquatic asset, the Meridian community pool, that we would -- we would transfer all those -- all of our holdings to the City of Meridian.

Cavener: Mr. Mayor?

Hoaglund: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Question for Mr. Nary or Mr. Wardle. Is there an ability to either extend that timeline out further if needed or to accelerate it faster if desired?

Nary: I can start that I guess. It -- it can be altered. I think -- there has been conversation with Council for WARD maybe not wanting to have that option, but I think we still have had that discussion that that can happen, but it really is sort of WARD's timing.

Wardle: So, from Western Ada Recreation -- from our perspective the answer is yes. We -- again, it's our anticipation -- we have funds that we have collected, tax funds, which have to -- you know, which we understand have to be spent on our assets, either the pool or this -- or this new asset and once -- and once those are -- those funds have been expended and we are no longer taxing them, we would -- we would want to move that up, if possible.

Hoaglund: Mr. Mayor?

Simison: Councilman Hoaglund.

Hoaglund: Mr. Mayor, Shaun, I just want to be certain we are all on the same page, you know, and that the question was about the -- the assets being transferred and you said all of the assets will be transferred and I think a lot of people were thinking golf course. In the three -- in three years. Where does the pool fall in that timeline? Is that also three years?

Wardle: So, to answer that specific question, the pool is -- is not part of this -- this management agreement. That would be a separate agreement that we would enter into and in -- in talking with the Parks Department this is really a -- sort of two step process. They want it to be -- they want to -- to operate the golf course in such a manner that -- that enhances the neighborhood, enhances the community, and -- and -- and really becomes a great place to be and so they didn't want to be focused on also having to -- to pick up the pool asset. We are managing that efficiently at the time being and -- and anticipate we could do that for another -- another three years. I would say that a likely timeline would be that we would have another full pool season and, then, we could start talking about -- about transferring the asset or at least managing.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Maybe just a clarification or just taking a step back. You know, for people that are watching this kind of out of nowhere that the city -- and maybe if Mr. Nary or even Mr. Wardle wants to just explain the background that the city already owns the land that the golf course is on and so, you know, it sounds like to sort of operate it to its best and highest use and make the appropriate investments that are needed for it that this would make sense at some point and that we could be the management company. So, maybe just a little background might be helpful for people that -- we are already in the golf business, because we already own this property.

Wardle: Yeah. So, just to back up a little further. The city does own on the -- the ground, essentially. The operating entity does own all of the improvements, including the building, and so I know that's not a typical thing that you see in real estate. This -- this particular transaction would -- would clean all of that up, meaning that all of the assets are now owned by a public entity. One of the other things that I can say -- and I have been involved in this for a long time -- is there is always -- there is -- I shouldn't say always. There has been significant pushback, both from elected officials and some of the rest of the community, to use public dollars on a -- an asset that's managed by a private entity that's a for profit entity and so this -- this transaction actually brings everything back into the public realm with -- with those public dollars.

Simison: Shaun -- and I just want to first start by saying thank you. I know this has been a lot of work since our first conversation and I know you have taken it very seriously and I appreciate Erik -- working with Erik in this as well, because these are community assets, whether it's the golf course, the -- the things on it, the pool and having a long term sustainable plan that makes sense for the community that allows public investment and upkeep and operations in a meaningful way, so that there is not these challenges about who is responsible for what. It really cleans up the underlying issues that -- that would continue to exist under the current scenario and allows the city to, you know, invest in an important community asset for our -- our community. I know there is always concerns about the costs of what this is, but we currently are in the business of things that don't make money. Parks don't make money and we have those. You know, you do have certain parts of parks that you see a return on your investment in terms of -- never fully, but, you know, you at least cover your operational costs when it comes to, you know, renting out shelters and having them taken care of, you know. So, that's -- that's what this is. But the underlying -- underlying ground of a park you never recover the cost of upkeep and maintenance, long term, you know, fixes that need to occur through your fees, whether that's a HomeCourt building or anything else. So, we need to be in -- making sure that these are amenities that have a long term value to, you know, the neighbors, to the communities that use them and to the taxpayers who pay for them. So, thank you for all your work in getting us to this point.

Wardle: Thanks. Thanks for having me.

Simison: Mr. Borton, did you have a question? I see your --

Borton: I do, Mr. Mayor. A question for either Shaun or Bill. Can you just talk briefly about the simultaneous -- the closing of this transaction to occur in early October and confirming that the -- the funding provided for this also provides -- or ensures that the -- all of the assets included in the purchase will become free and clear of any and all encumbrances, so when they are, then, ultimately transferred to the city there is -- we have assurances from day one that there are no liens or -- or other obligations that encumber anything.

Nary: That is part of the agreement to have -- Mr. Mayor, Members of the Council, Council Member Borton, that was anticipated as part of this transaction was that would all be done prior to transfer.

Wardle: So -- so, the -- and one of the -- one of the negotiation points has been the -- the need to -- so, the -- close on the 8th of October and on the 9th the -- the city begins the management contract. Certainly there is preparation prior to that, but that's how the -- the transaction works. I understand that there is a funding mechanism that needs to be in place that is anticipated to happen potentially that Tuesday, which would coincide with -- with the management agreement. Our purchase and sale agreement requires that the -- all assets come to us free -- free and clear and there is actually a guarantee by the operator in that agreement for that to happen, in addition to the title insurance we will be purchasing.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: The follow up on that is at that will -- I don't know who the closing agent is, but will WARD be in receipt of UCC releases and lien waivers and anything and everything under the sun to ensure those proceeds are transferred to any third party creditor at closing, as opposed to provide to a creditor via the seller. Just so there is absolutely no chance for a loose end.

Wardle; Yeah. So -- so, our legal counsel is currently working on all of those exhibit -- exhibits, which are exhibit to the purchase and sale agreement. They are not completed yet, which is why the document is not public yet for our -- our consideration on Thursday. But we will -- we will have all of those in place prior to the board considering -- considering that purchase and sale.

Borton: Okay.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: In terms of process, what are -- what are our next steps, options, decision points for this body?

Simison: Mr. Nary, would you like to speak to that?

Nary: Certainly. Mr. Mayor, Members of Council, so you have on your agenda tonight these agreements that we have worked out with Western Ada. They are listed as an action item. You certainly are able to take action on them now -- this week if you wish. If you would like to delay a week, so you have an opportunity for further review or discussion, I think a week is fine. I don't know if that's -- much further than that I think it

pushes some timelines for Western Ada as well. So, I think we -- we would like to, you know, move this forward. If there is concerns we hopefully can answer them for you. Mr. Baird is on the line as well and he helped craft these with WARD's attorney, so if you have specifics about the agreement itself he could probably answer that, too.

Cavener: Mr. Mayor --

Simison: Mr. Nary, where is this on the agenda?

Cavener: -- I don't see it on the agenda as the next item.

Nary: It's listed on the agenda that I have. We submitted them to the clerk's office and we put them in the --

Simison: Maybe it's just the ones that are put in front of us that we don't have.

Nary: Oh.

Cavener: So, it was community presentation --

Nary: Yeah. The -- the agreements I think are in your packet.

Cavener: Mr. Mayor, they are. I just --

Simison: I would think they would need to be listed as a separate item as an agreement.

Nary: Okay. I apologize, Mr. Mayor. The one I have it was listed as a separate item, so I didn't realize until I saw this Today that they are not. They are the same way.

Cavener: So, Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I appreciate the desire of WARD to try and meet and have this addressed as part of your -- your budget hearing, but I am concerned -- I think this is likely the right decision for our community and something I'm -- I'm conceptually supportive of moving forward. From a process standpoint I would -- would almost want to have this back next week for us as an agenda item with the agreements listed separately. Recognize that that's going to require your body to likely have a special meeting. I apologize for that, but I think that's the appropriate approach.

Wardle: So, if what I'm hearing you say is we need an action item on the agenda which would need to be properly noticed, so -- so, next Tuesday would be the next meeting. So, our process will be -- will look like this -- and we can adjust to that. We were anticipating a potential. So, we will have our -- our -- our meeting on Thursday. It is a -- it is a draft budget hearing. This item is in the budget for -- for next fiscal year, so we will discuss

that item and the public's welcome to attend via Zoom and so we will have that -- we will have that discussion. We do -- we have noticed the purchase and sale agreement, as well as the approval of the management agreement with the city -- so, we will remove consideration of those items and -- and will, essentially, notice -- we will have a special meeting next week after your Tuesday meeting to do that, so -- and we will provide, again, ample notice for -- for the public, anyone that wants to provide input on that.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I will leave it to you and the Council President and maybe the Council to weigh in on this. While I recognize that the -- the land at which the golf course sits on is a city-owned asset and some of these changes are somewhat administrative, I -- my preference would be that we include some form of a public comment or a public hearing around this to allow our citizens to weigh in on these potential changes.

Simison: Duly noted.

Wardle: Thank you.

Simison: Any final questions from Mr. Wardle at this time?

Wardle: Thank you.

Item 6: EXECUTIVE SESSION

- 14. Per Idaho Code 74-206A(1)(a) To deliberate on a labor contract offer or to formulate a counteroffer, and 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.**

Simison: All right. Thank you very much. With that we will move on to Item 14.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we move into Executive Session per Idaho Code 74-206A(1)(a) and 74-206(1)(f).

Cavener: Second.

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

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

Simison: All ayes. Motion carries.

MOTION CARRIED: ALL AYES.

EXECUTIVE SESSION: (4:57 p.m. to 6:00 p.m.)

Simison: Council, do I have a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we come out of Executive Session.

Cavener: Second.

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

MOTION CARRIED: ALL AYES.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we adjourn the meeting.

Cavener: Second.

Simison: I have a motion and a second to adjourn the meeting. Any discussion on the motion? If not, all those in favor signify by saying aye. Those opposed nay. The ayes have it. We are adjourned.

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 6:01 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON
ATTEST:

DATE APPROVED

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Approve Minutes of August 4, 2020 City Council Regular Meeting

Meridian City Council

August 4, 2020.

A Meeting of the Meridian City Council was called to order at 6:01 p.m., Tuesday, August 4, 2020, by Mayor Robert Simison.

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

Also present: Chris Johnson, Adrienne Weatherly, Bill Nary, Sonya Allen, Clint Dolsby, Shawn Harper, Joe Bongiorno and Dean Willis.

Item 1: Roll-call Attendance:

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

Simison: Council, I will call this meeting to order. For the record It is Tuesday, August 4th, 2020, at 6:01 p.m. We will begin tonight's meeting with roll call attendance.

Item 2: Pledge of Allegiance

Simison: Next item on the agenda is the Pledge of Allegiance.

(Pledge of Allegiance recited.)

Item 3: Community Invocation

Simison: Item No. 3 is our community invocation, which will be led this evening by Pastor David Snyder. Pastor Snyder, if you would like to come forward and for anyone joining us in the audience or online, ask you to join us in this invocation or take it as a time for a moment of silence and reflection upon where we are as a country.

Snyder: Thank you. Let's pray. Father, it is good to be able to pray, call on you and ask you to be present in this city, in this meeting. We believe, Lord, that your presence actually resides where people invite you to be, so I pray for wisdom. Be present for Mayor Simison, for the City Council. Pray that your blessing, Lord, would help them to choose wisely for the good of this city. Pray, Father, that you would bless our Fire Department, Police Department, all of our first responders. Teachers. We just believe this is a blessed city and we pray that you continue to give us your favor and in all things, Father, we pray that we would remember that it's because of you we are blessed, not because of us, because of your grace and because of what we have done. We pray in humility, Father, that we will remember that you are the giver of all good things. We bless you in the name of your son Jesus, amen. Thanks for letting me be here. Bless you guys.

Item 4: Adoption of Agenda

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

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

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

Cavener: Second.

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

MOTION CARRIED: ALL AYES.

Simison: I ask this, because I look at the agenda I have. I have something that says Consent Agenda and items moved from the Consent and the Consent is crossed out. Were they on the agenda or were they not on the agenda?

Johnson: Mr. Mayor, they were published on the agenda, but there are no items. This is growing pains with the new system, but Consent Agenda and items move from Consent, there is neither.

Simison: Okay. Well, we will move -- we will move past those items that are on the agenda, but not part of the agenda.

Item 5: PUBLIC FORUM – Future Meeting Topics

Simison: Do we have anyone signed up under the public forum for future meeting topics?

Johnson: Mr. Mayor, we do not.

Item 6: COMMUNITY ITEMS**1. Republic Services COVID-19 Operations Update**

Simison: Okay. Then with that we will move into our community items and we will turn this over to Republic Service for an update on the COVID-19 operations and I will turn this over to Ms. Klein.

Klein: Thank you. Thank you, Mayor and Council. It's a pleasure to be back here. Rachele Klein with Republic Services. 2130 West Franklin Road in Meridian. And I had the opportunity last week to speak with Dale Bolthouse and he thought it was a good time

to come and give you guys an update on services and what's going on operationally behind the scenes here in the midst of this pandemic and providing solid waste services, which is definitely a critical service even -- probably more so during this time than ever. So, we are five months into this and we have been very fortunate -- I guess in early March -- for March, April, May June July. So, we are five months into this now. We have been fairly fortunate to be able to provide services as scheduled. So, we have had a few drivers get sick more recently. We have had up to, you know, 14 or 15 get sick at one time, which has really stressed our system, but we have floaters in place and lead drivers in place and we also have a crew that's been able to cover those services despite those that have been out. One thing that makes Meridian different -- I think what happened is we have Public Works directors that share a lot of information, because they work really closely in the valley and one of the questions was how -- how are you -- how is Meridian faring in this and you guys are safe. I want to make sure that you guys know that your services are not at risk of being altered at this time and there are a couple of reasons for that. One is that we did a reroute in Meridian not too long ago, so we built in capacity. Normally let's say a residential route would pick up 800 households in a day and we built in the capacity for the new subdivisions coming online. So, we have about 500 houses to a route, particularly out toward the new Costco and, then, south of the freeway. So, those drivers, even though some of their crew mates are gone, they are able to get their routes done and, then, swing over if they have the time during the day to get their -- their fellow, you know, coworkers work done during the same -- that same window of time during the day. We also have -- we -- we came to you guys early on and asked for your support in starting services earlier. So, we threw out groups of ten at a time and we actually left Meridian in place. So, because Boise has so many routes we moved all -- like them to an early start and so they started crewing out earlier and Meridian kept the same time slot. So, there is not a real mix in the crews and drivers between the municipalities. So, the risk that we had in -- in other areas that have two person routes, there is two people in a truck, and they are constantly switching who is driving and it's really close quarters, we don't have that situation in Meridian. These are automated side load trucks. So, we have one driver, one cab, one route. So, that's really helped our situation and those drivers that were sick have been coming back now, so we are -- we implemented -- in addition to cab sterilizations and masks and social distancing and hand sanitizer in every cab, we -- we have now masks are mandatory. So, before early on they were optional and now they are mandatory. So, everybody that leaves their cab during the day has to have a mask on or if they are in the office they have to have a mask and that has really helped. So, if by chance something were to happen we have worked closely with Tom Otte on your -- in Public Works and, again, we are really fortunate because we have a hierarchy that would leave the general public for the most part pretty unaffected. So, the first things that we would suspend if we really had a labor shortage would be subscription programs like glass and grass only. So, those are subscription routes that -- that would free up a driver if we suspended those and would really not affect very many households and the other thing we could go back to doing, which we did early on, was suspend bulky item collection, because those are just people that would like us to come to their house to pick up a bulky item and they are generally not urgent requests and so we also let those people bring the items for free to the Meridian Transfer Station if we can't get to their house. So, we are in a pretty good spot and -- but if we ever got to the point, one of

the questions I was asked was is there anywhere in the country where you are just having to landfill everything just to keep solid waste moving through and the answer to that is no. So, so far we have been able to stay ahead of that. In other areas of the country we have moved in what are called Blue Crews, which are teams of drivers that support different the business units when we have a labor shortage. Idaho is still considered a hotspot, so we can't move drivers in here at this time from out of state to support us and we are really aware of that, so we are working really carefully to make sure everyone stays healthy, but if we ever got to that situation and we -- you know, if it wasn't enough to suspend grass and glass and bulky items, then, we would have -- then we have a communication plan in place, so we would send out a -- call them all text message, which if you are a Meridian resident I'm sure you have gotten these from us before. You get a phone call and a text message announcing whatever it is that's coming up, whether it's spring cleanup or, you know, fall leaf collection or things like bulky items changing, we would make sure we reached out to everybody and, then, the city also has the Meridian Trash Talk website -- or Facebook page and, then, social media like Twitter and Facebook and -- I mean NextDoor and things like that. So, we have been working with Tom. We want to make sure that you know you are covered from a collection perspective and -- and in the event that something would happen that we couldn't get everything picked up according to schedule, then, we would make sure that was well communicated ahead of time to all the residents and businesses. Do you guys have any questions?

Simison: Thanks, Rachele. Council, any questions?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Rachele, thanks for being here. It's nice to see you.

Klein: Sure. Thanks.

Cavener: I'm just curious, just from a collection standpoint are you collecting above average, below average, or on average than you were six months ago?

Klein: Councilman Cavener, Mayor Simison, we -- we started early on just picking up more garbage than we could imagine. I think everybody was in purge mode. They didn't know how long the pandemic would last, so everybody was cleaning up at home. We saw a huge spike in residential volumes, but, then, now it's tapered off, so I think people have done the work, they are living cleanly, they are at home all day, so they are more sensitive to what they are bringing in and most people are still working remotely has been our experience, so we are seeing people starting to throw away the average volume again, which is nice. So, we had probably three months where we really saw a lot of waste going on. And people's offices -- so, commercial trash volumes dropped and residential trash volumes spiked, which we anticipated. So, yeah, we are starting to finally see that level off. Thank you. Any other questions?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Not a question, but a comment. Always love to see you. Appreciate all you do.

Klein: Thank you. Thanks.

Bernt: Let Mark know and the team that we are -- we appreciate everything that Republic does.

Klein: I will. Yeah. Thank you. All right. And you all have my contact information if you need anything else. Thank you.

Item 7: Action Items

2. City Clerk: Appeal of Denial of Mobile Sales Unit License (MSU -20-0038) by Angelo Medina

Simison: Thank you. Council, our next action item is an appeal of denial of mobile sales unit license MSU 20-0038. It's posted under the city clerk, but I have down Lieutenant Harper. I don't know who is going to take it from here.

Johnson: Mr. Mayor, I can introduce the topic. We had to -- or we denied an application for mobile sales unit license as you said for Angelo Medina. Mr. Medina is here, as well as his supervisor with TDS. But I thought Lieutenant Harper may want to give you a brief overview on the basis of the denial.

Harper: Good evening, Mayor, Members of Council. This denial, as we have spoke about before with these, is based strictly on ordinance. We are required to follow this ordinance in regards to any -- any denials. There is no --

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Sorry, Mr. Mayor. I see Council Member Borton waving. I just want to make sure that he's able to hear Lieutenant Harper. I know we have had some issues with that mic there in the middle. I just want to make sure all of Council is able to hear him.

Borton: It's just sort of cutting out.

Simison: Just go ahead and speak and see if they can hear.

Harper: Can you hear me?

Cavener: Just eat the mic, unfortunately.

Harper: Okay. I will start over. So, in regards to this mobile sales license denial, there is not a whole lot I can speak on in regards to this due to Mr. Medina's rights. So, all I can say is based on ordinance we have to follow what the rules are in place. There is no wiggle room. In -- in -- in making that decision I strictly have to go off of what's in front of me. So, based off of this ordinance the denial was based on two different sections of the code. I don't know if you want me to go over those or if you have those in front of you.

Simison: If you want to go over it that would be great.

Harper: The first -- the first portion was in reference to Meridian City Code 3-4-2, Subsection A5-D2, and this has to do with the application that is in front of you being incomplete or invalid and the second section was Meridian City Code 3-4-2, AD-3D and this is in regards to Mr. Medina's -- clerk, how far can I go into this?

Johnson: So, the -- Mr. Mayor, Mr. Harper -- or Lieutenant Harper, the denial letter states the relevant part of code, so I think --

Harper: So, I can speak on what's in that letter?

Johnson: You speak to what is -- yeah, what is in the letter.

Lieutenant: Okay. Sorry about that. Just wanted to make sure that I am not overstepping my bounds. But in regards to -- that section has to do with denying the application based off of prior convictions. And I will stand for any questions.

Simison: Thank you, Lieutenant.

Perreault: Mr. Mayor?

Simison: Mr. Nary, just a reminder for everybody, what is the Council's ability to take action regarding this issue?

Nary: So, Mr. Mayor, Members of the Council, under our code basically the applicant does have a right to appeal. So, he does have an opportunity to address you and to address his basis for denial. Lieutenant Harper is correct, because of requirements we have with the FBI and backgrounds and record checks, the access to those records is very limited, so we cannot provide them publicly. But, basically, Lieutenant Harper has to follow, like he said, what the code prohibits a person from having a mobile sales unit license. The Council in past has only overturned it when it was an error and so if there was an error made in the application or in the -- or in the record -- for example, the person claims that's not them or that record's been expunged or it's been -- something else has occurred with that conviction, then, the Council can consider that. But other than that there is no other discretion on that license. So, if there -- if it falls into these categories, they certainly have the right to appeal, but the Council doesn't have the ability to simply

overturn it just because that's what the person would like. So, it has to either be an error or there is some other outcome that isn't reflected in the record as we had in one case previously.

Simison: Thank you. Council. Any questions for the lieutenant on this issue?

Perreault: Mr. Mayor?

Harper: Thank you.

Perreault: Mr. Mayor?

Simison: Would the applicant like to come forward and speak on this issue?

Perreault: Mr. Mayor, can you hear me?

Johnson: Mr. Mayor, Council Woman Perreault is address -- addressing you.

Simison: Okay. I can't hear anything in here, so -- Council Woman Perreault.

Perreault: Okay. Sorry, I -- I don't know if my -- is my microphone working?

Simison: They have the volume level down a lot in here, so it's really hard for me to hear.

Perreault: Okay. So, I don't know if -- if Lieutenant Harper or Mr. Nary would like to answer this, but just for the sake of new Council Members can you give some background on why five years and 15 years for misdemeanors and felonies -- some history on where -- where that came from -- where that time came -- time frame came from in the city code?

Nary: So, Mr. Mayor, Council Member Perreault, I can answer that question. So, we worked with the Police Department -- I can't recall how long ago this was, but probably ten years ago in trying to establish what types of crimes would we have concerns with from a community standpoint in allowing people to either drive mobile units around, such as a food truck or an ice cream truck, or knock on people's doors and what type of prior offenses and how long is a reasonable period of time to address those and misdemeanors tend to be a little bit less, felonies can be a little bit more. Certain levels of felony are forever. So, in working with them and trying to find what would make the most sense, that's where those periods of time came from is we didn't feel it was something that would -- in every circumstance should disqualify someone forever, but for certain crimes they are disqualified forever. We don't necessarily want sex offenders knocking on people's doors or running ice cream trucks. So, there are some that are disqualifying completely and there is some that have some time limits and, again, that was a coordinated effort between my department and the Police Department in coming up with those, so --

Simison: Council, any other questions on this topic?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I guess a question for Lieutenant Harper and maybe it's just a disconnect for me in reading the application and the -- could Lieutenant Harper confirm if -- if the disqualifying matter happened within the time frame to make it disqualifying within our code?

Harper: Council Woman Strader, Mayor Simison, so in regards to the first section on the application it asks list all infractions, misdemeanors, or felony arrest charges and dispositions, convictions, acquittals or dismissals, including any probation violations and/or bail forfeitures and that section -- that was not completed accurately for that section. In regards to the second portion of the code, it did fall within the guidelines per that code based off the information I had available to me.

Strader: Thank you.

Harper: Thank you.

Simison: Council, any further questions?

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Just so I understand, the single question before the Council on this appeal is that one representation on the application is completely inaccurate or it's not. Because if it's not, the -- the decision is mandatory and it shall be denied. We don't have any discretion in the appeal end. If, however, the appellant can get up in front of us and tell us that that representation is true and complete and accurate and nothing was omitted, then, I guess we can inquire further. But that's -- to help frame and facilitate where we need to go, I think that's the first question for the appellant is is that answer complete or not.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: Mr. Mayor, Members of the Council, Council Member Borton, I -- what I thought I heard the lieutenant say was one reason was for incompleteness and the other was for an offense that -- that is -- prohibits you from having it under the -- under our code. So, it's actually two things. Did I mistake that, lieutenant?

Harper: No. That's correct.

Nary: Okay.

Simison: Council, anything else?

Harper: Thank you.

Simison: Thank you. Would Mr. Medina like to come forward? Okay. If you could state your name and address for the record.

Medina: Angelo Medina and my address 6205 East Nine Iron Lane, Nampa, Idaho. And fogged -- glasses are getting fogged up, so -- sorry about that. Do I go first or your questions? So, to -- to the application, I thought I filled it out right for the -- you know, the questions that I was answering. I put the most important one that was -- that was actually been holding me back for a long time in my life. I thought that was going to be, you know, the main one that was going to pop up. Do I admit to the number two? Yes. It's been -- I think -- I don't know how far your guys' stuff goes back -- what, 13 years? In 13 years I have been doing sales for probably nine of it. Outside sales door to door. I have worked really hard from there to where I'm at now. I teach my children every day that just because somebody tells you no, that you get up and you do something different. There is no excuses in this world. So, what I did in my past is in my past. I can't change it. Do I regret it? Yeah, I do. But what I'm here for now is because sales is -- is something that I'm into. This is something that's changed -- that helps me every day. My kids want to grow up to be a salesman. That's -- I mean telecommunication is the future. My -- again, I can't stress how much 13 years ago, even before -- even longer than that -- this -- this charge -- this situation happened when I was 19, I believe, years old. Okay. I'm 37 now. I understand there is policies. There is procedures. I think the minimum gap after I got the denial was 15 years. So, I don't know if it's exactly 13 years. So, if I have to wait two more years I'm not going to stop. I'm not going to take this as -- oh, that's just excuse making. I have never relied on any situation in my past, you know, to hold me back. I have always applied, applied, applied, applied. Just because I made a mistake doesn't mean we can't change who we are today. I have met plenty of people -- I went to Utah for eight years and came back; right? Since I have been back I have met a lot of people that are like whoa -- and my family asked me who I am. Because who I was then -- I was a lost kid, to -- to being a man now, growing up, take -- I take care of my children. I could be at home collecting unemployment this whole time, instead I have been working. I never go without a job. I'm not -- like, again, I'm not an excuse maker. I did what was done. I did -- I have done my time. I have changed a hundred percent -- probably 120. I'm a little nervous, so I might ramble a little bit. So, if at anytime you guys want to cut me off I'm okay with that. I'm an open book. If you guys have questions don't be afraid to ask me. I'm going to tell you the truth. Other than that, I mean, guys, I try my hardest every day. It's not even at -- like I don't even think about that anymore. This is the first time in I don't know how many years that I have been nervous, because I felt like I have done something wrong. I don't get nervous when a cop gets behind me. If I get pulled over, hey, man, you are doing a job -- good job. I teach my children about respect for the law, because I know the other side of that. That's what it is today. In today's times you have got to teach your children who you want them to be and my children know that I'm coming here today. They don't know why. They don't know my past. But they know that I'm not going to stop. Just -- I understand it's a technicality or I misprinted out a paper on

the form. It's my first time I ever had to do one of those forms and I did the same thing on my last one. I got through it just fine. I worked for CenturyLink for seven and a half years. Never had a problem. Maybe it's because I was out of state. I don't know. But I always tell the truth even on my form. Any questions? Am I rambling? Cut me off anytime, guys.

Simison: Council, any questions. I think as of so right now -- Mr. Borton, did you have a question?

Borton: Yeah. Just one. Is it a matter of not only the time frame that you have referenced -- not getting into any details. Were there omissions in what was disclosed in your application as well?

Medina: I don't understand --

Simison: Council Borton was asking if there was any -- anything that was omitted on the application.

Medina: Like left out?

Simison: Yes.

Medina: I -- like I -- I only did as far as I know, no. To my knowledge there could have been -- I don't -- I don't really know what we are -- what we are looking for on the background check. Parole violations, probation violations, those go back 13, almost 14 years. I haven't had a ticket in -- and there is no misdemeanors in like -- I mean any tickets or anything like that in the last ten. Other than that I think I think I have --

Borton: Okay. Thank you.

Medina: So, I might have left some things out there.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: But I don't have any other questions.

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

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Maybe a question for city staff in the case of a denial and when, you know, it's clear like we don't have -- we just have to apply the law, just -- there is not a lot of

discretion. I commend you for turning your life around. I think that's great. But can city staff help guide the applicant later on in an offline conversation as to various items that may have been omitted that were a long time ago for future applications or is that just something that the applicant should have --

Harper: Mayor?

Simison: Mr. Harper.

Harper: Council Woman Strader, Mayor Simison, I would be more than happy -- which I have in the past working with applicants. So can the clerk's office in regards to any questions. Again, we have -- it's very set in the rules in how we have to follow, so that we are not applying one thing to one person and -- and different for another, so it's fair across the board for everybody, whether everybody agrees it's fair, but moving forward anybody that ever has any questions or needs assistance with the application or understanding the totality of the application, I'm always willing to help.

Medina: Appreciate that.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: An additional question for either the clerk or Lieutenant Harper. As I read the information that is before us, if -- if what the appellant is saying is accurate and it sounds like it's their belief that they made a clerical error in filling out the application, but even taking in all the information that you were able to obtain from the background check, the information that you were able to attain would confirm that whatever past history existed would preclude that individual from receiving a mobile sales license, even if they had filled it out correctly, because the nature of what was learned from the background check prevents them from receiving a mobile sales license, is that accurate?

Harper: Yes. Based strictly off the verbiage in the code. The second section 3-4-2A-3D still prohibits him from possessing it at this time.

Medina: And to my understanding this code is ten years old; right?

Simison: It is and it's been -- I think this is the second or third time we have heard this type of an issue in the last couple years that I'm aware of at least.

Nary: Yes, sir.

Simison: And Council has generally held to the same standard --

Nary: Yes.

Simison: -- those.

Medina: Anything else?

Simison: Council, any further questions? Okay. That's it.

Medina: Thank you. Appreciate you guys.

Simison: Council?

Borton: Mr. Mayor?

Simison: Mr. Borton.

Borton: There very well may be -- when these things come up every couple of years or every -- really it's pretty rare, but to make constructive use of these I would highly encourage Mr. Medina to do a couple of things. I appreciate his candor, but be open and complete in responding to these things and use that as a tool to come to the city and say, hey, I'm a fantastic person who has made great progress and your code as written has unintended consequences and it captures people like me who deserve this chance to -- to pursue their -- their failed interests in a way that's not intended. Don't ever omit things or be incomplete and hope it gets through. That's the wrong approach, a good person or not. I think there is something we can all learn from what we have seen here that there very well may be some circumstances that should invite us to explore this code and maybe craft it in a way that doesn't snag an individual in this situation. Under the clear mandatory prohibition I think the appeal has to be denied, but this and any applicant I think is best served by being totally candid and complete and, then, coming to Council or staff and saying, hey, I have got an idea on how you can adjust your code to allow me to proceed forward. I think that's the only way to constructively go forward. It doesn't provide any relief in this case, but what I would encourage him to do going forward.

Simison: Thank you, Mr. Borton.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I guess in terms of -- we do need to take some action on this if I'm --

Simison: Yes.

Cavener: -- correct? So, Mr. Mayor, I appreciate Mr. Medina being here tonight and I think your kids should be real proud of you, somebody who works hard, continue to grow and find success. Council finds themselves in a very precarious situation on this and that it's our job to uphold and follow the law, so that being said, I move that we deny the appeal of denial of mobile sales unit MSU-20-0038.

Bernt: Second.

Strader: Second.

Simison: I have a motion and a second to deny the appeal. Is there any discussion on the motion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I see there is someone in the audience that's raising their hand. I know we -- I don't know if the process allows for other public testimony on this, I just --

Nary: It's up to you. I mean there is nothing in the code that prohibits additional testimony, but I don't know what -- again, it's your -- it's your call, Mayor.

Simison: Yeah. I have a good sense -- especially since the motion has already been made, but I don't know that there is any -- since there is not discretion on this issue I don't know that public testimony is going to change any of the outcome from that standpoint, so we will -- we will move forward with discussion under the motion.

Hoaglun: Mr. Mayor?

Simison: Councilman Hoaglun.

Hoaglun: Yeah. It's -- it's one of those things that we are bound to uphold city code. As Councilman Borton pointed out, you know, if -- if there is changes needed we want to work with people and -- and be fair, but what we have is what we have and I appreciate Mr. Medina turning his life around and moving forward and being successful and being a good example for his kids, but we are at that situation where, you know, no other testimony or anything like that is going to change what we have to do in our position for this -- for this -- for this appeal.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I would just add, you know, Mr. Medina, it sounds like if part of the application was confusing or there was an aspect of what it was requiring that wasn't clear -- it sounded like city staff was willing to walk you through that and I would highly encourage you to go through that process, you know, so that when -- when you are eligible you can come to us or use the method Mr. Borton outlined to suggest changes in the future. But I also commend you for making changes and I wish you the best of luck, but we -- yeah, we just have to apply the law all the way it's written.

Simison: If there is no further comments or questions, I will -- under discussion on the motion, I ask the Clerk to call the roll.

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

Simison: All ayes. And appeal of the motion to deny is denied through upholding the appeal with the ayes. Sorry, it's awkward enough from that standpoint. All right. Thank you, Mr. Medina, for being here.

MOTION CARRIED: ALL AYES.

3. Public Hearing for Villas at Twelve Oaks East (H-2020-0014) by Jim Jewett, Located at 115 S. Linder Rd.

- A. Request: Annexation of 6.63 acres of land with a TN-R zoning district.
- B. Request: Modification to the Existing Development Agreement (Inst. #2016-095715) to include the subject property and proposed development plan in the agreement and removal of the provision requiring an 8 -foot tall concrete fence to be constructed.

Simison: Item No. 3 is a public hearing for the Villas At Twelve Oaks, which is H-2020-0014. I will open this public hearing with staff comment and turn this over to Sonya.

Allen: Give me just a moment, Mr. Mayor. All righty. Mr. Mayor, Members of the Council, this application, development agreement modification and annexation and zoning, was continued from the July 17th Council hearing. I will just run over the basics real quick. This -- this site consists of 6.63 acres of land. It's zoned R-1 in the county and it's located at 115 South Linder Road on the west side of Linder just south of West Franklin Road. Comp plan designation is commercial and they are modifying the existing development agreement for the multi-family development to the west to incorporate this property as a subsequent phase of that development, rather than require a new separate agreement for this later phase. The commercial future land use map designation does allow multi-family development in the C-G district and I will -- just to recap, the Council asked the applicant to consider commercial uses on a portion of this property and to come back tonight to discuss that. So, I will defer to the applicant, unless you have any questions for me. I did want to -- just to reiterate, Mr. Mayor, they did want to annex 6.63 acres with TN-R zoning for the development of eight multi-family structures containing a total of 64 apartment units at a gross density of 13.9 units per acre, which is consistent with that allowed on the commercial future land use designation and multi-family developments are a principal permitted use in the TN-R district. So, jog your memory on that.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: It said one more thing to that from a decision point, part of the conversation, if you recall, was the commercial on that piece was not contemplated either at Planning and Zoning or in the application or in the public noticing. So, part of the consideration the Council was going to consider tonight if Mr. Jewett has commercial application to want to do that, to remand it back to the Planning and Zoning Commission, so that staff can review for compliance with code, as well as public notice that a commercial application is being sought on that particular location.

Simison: Council, any questions for staff at this time? Would the applicant like to come forward? If you could state your name and address for the record, please.

Jewett: Either one work?

Simison: I would go on that side.

Jewett: Mayor and Council, Jim Jewett, 776 East Riverside Drive, Suite 204, in Eagle Idaho., As you recall, there was a lot of questions at our previous hearing about commercial that I couldn't necessarily answer and I asked that I be allowed to go get those answers. So, what I have done is consulted with Jeffrey Hall, who is a commercial broker in town, and I would like to defer my time to him, so he can address those commercial questions, then, I can be available after that for any questions or follow up.

Simison: Mr. Hall, if you would like to come forward. And if you would state your name and address for the record, please.

Hall: Jeffrey Hall. 4299 East Goldstone in Meridian. Mr. Mayor, Council Members, it is so good to see you in person. It has been so long. So, it's great we are able to get together. My comments I want to be -- are very direct and to the point. Please note that none of my companies or myself have any affiliation with this property whatsoever with the subject property, but we did, as you will -- I will talk about here in a minute, develop the adjoining properties. So, that's where -- we have a lot of history since 2002 in regards to this property and the intents of it. So, I'm the current managing member of Northwest Commercial Advisors based in Meridian and my experience is in land development, commercial leasing and sales. I'm also on the leadership team of the Chamber of Commerce where my number one goal is to support economic growth in our business community of Meridian. Obviously, when the question came up about commercial that raised my awareness. I love commercial. I'm all about promoting business in Meridian. In this case I was involved in the original Harks Corner retail project, which was built in '02 and the subsequent Franklin retail project, which was in '04. We have sold each portion of that project throughout the years and we finalized our last sale in 2019. So, we no longer have any ownership in the entire stretch of property or along Franklin. The area traffic counts and the commercial demand around these projects was weak and we had several tenants that turned over and we are also collecting below market rates from these tenants, unfortunately. It was a tough go for commercial in that corner. I can't deny that

and I think a lot of people, besides those of us that entertain ourselves at the Firehouse, know that. So, the Firehouse is the one that has remained consistent for some reason. It did go through four owners, though, I will tell you that. As the area continues to grow several properties are still available, including the adjoining Twelve Oaks commercial pads, which have Franklin frontage, but have not been appealing to any users. They have had no activity that I can see on them at all since the time they were listed. The synergy of the sub market has absolutely moved to the Ten Mile area between I-84 and Franklin where BD and Brighton are currently offering 127 acres of office, retail, medical, hospitality and multi-family. In the near future we are also going to see demand moving towards the Waltman area off the Meridian Road interchange with a very large project there as well. The area surrounding the intersection of Frank and Linder has no demand for more retail or office. Currently the area consists of aged retail, industrial, the school bus barn, trash transfer station and aged office space. There is absolutely no demand for commercial in this area, especially since it doesn't have any Franklin frontage at all. The parcel you are talking about that's the subject parcel here is behind the development, behind a big old concrete fence and along Linder where it's predominantly residential. The highest and best use for this property, again, is multi-family in my eyes. Finally one last detail. When we developed the commercial properties at Franklin and Linder we were required to construct this massive concrete wall, which we all see there today. There is no cross-access agreement in place from the Jackson's property or the carwash property to the subject property and Jackson's has related to me as early as this last week that they are not supportive of any type of cross-access into that project at all. With that said, having the concrete wall there seals the deal and the use of the subject property is best suited for multi-family and I stand for any questions.

Simison: Thank you. Council, any questions?

Bernt: Mr. Hall or -- Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Jeffery, how are you?

Hall: Good, sir.

Bernt: What do you think the highest and best use of this property will be in, you know, five years or later when the Linder overpass will be built and completed? What do you think in your perspective?

Hall: Well, if we -- again, I know that's a priority for the city is to get Linder overpass done. If that happens, again, it -- that whole area from the Linder overpass up to Franklin, of course, is all residential. So, the corners have that traditional commercial on the corners, but everything behind it is prominently residential. As a matter of fact, there was a nursery back there at one time, a landscape nursery. That's gone. So, you know, I can see, unfortunately, that that won't change. I don't think that's going to change. I think our Ten Mile and our Meridian Road is key right now for commercial, especially on the retail side.

You know, you may see some light office users that may go back there eventually, but right now there is -- there is no reason to at this point and, you know, unfortunately, we know how things go with funding and priorities. We can only hope that Linder happens. We really need that. And that will actually, of course, help the traffic counts, because right now the traffic counts are light there. Just over 11,000 cars a day. I mean when I put in Harks Corner you guys I was right there at about the same traffic counts. I'm not seeing anymore and that's crazy and once we put Linder in we are going to see those traffic counts at that intersection increase and thank goodness, because that may help the retail. Thanks.

Simison: Council, any additional questions for the applicant? Mr. Jewett, would you have any additional comments before we turn this over to anybody who may wish to testify on this item from the public?

Jewett: Yes, Mr. Mayor and Council, Jim Jewett again. I think we have done a quality project in our initial phases at Twelve Oaks. We have provided good open space and a half court basketball court, large grassy open spaces, tot lot, and the pool with a clubhouse and we did all that with the idea of expanding into this property and I think that we -- that we have done a quality project and we will continue to do that and we would wish that you would be behind us in that and -- and grant us our approval. The -- I have contracted to tear the house down. I know that was an issue, so I did subsequent to our last meeting go ahead and release my contractor to go ahead and get that tore down. I'm sure it will be down by sometime in September. That corner -- again, as discussed, I'm okay with putting a retail or commercial pad on that corner, because of its frontage on Linder and I'm sure that can -- if something as Mr. Nary spoke of last -- that can be handled at a later date. We just leave it as open space for now, because we have no intentions -- there is nothing that we want to do on it today and like Jeffrey testified on, we have four lots within our original Twelve Oaks commercial and one in our Twelve apartment phase. So, we have five retail pads now that are still sitting empty. So, I don't see that there is a financial need now, nor in the foreseeable future, and, unfortunately, it's hard for me to forecast out five years or farther in this ever changing world. So, I would hope that you can appreciate and see my vision with this and can support me in it and I would ask for your approval and I would stand for any questions.

Simison: Thank you. And I don't know if this came up last time, Sonya, or this would be for the applicant, what turning movements would be allowed on access to Linder Road at this location likely from ACHD, if any? Right-in, right-out only, due to proximity to the corner?

Allen: Mr. Mayor, Council, I -- honestly I'm not sure. I am not sure if it would be full at this time or not.

Jewett: Mr. Mayor, I can answer.

Simison: Mr. Jewett.

Jewett: At this point in time it will be a full access. With the widening it would go to right-in, right-out only. So, for the foreseeable future it will be full.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I guess a question for the applicant and just to I guess fully understand, so if the application is being revised to remove the existing home, what -- what will be there in its place? Will that be open space or -- what is the intention at this point?

Jewett: Mr. Mayor, Council, our intention was just to leave it for open space. We would just simply remove the building and leave it open space, with the potential that if we did come back and want to put a retail or professional building there we would have to come back through the modification of the DA and go through another set of hearings to do that. So, our -- our intention now will just be to leave it as open space.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Mr. Hall, I apologize if I missed this. What -- what's the size of that -- what's the size of the property that's in that section that the house is on?

Allen: There is almost seven acres of land.

Perreault: No. I understand that. Just -- just the area where the house is -- is currently sitting.

Allen: Sorry, that's --

Perreault: That would be -- what would be the pad -- how big would the pad site be?

Jewett: Mayor, Council, I can only approximate it, but I would think that I could put -- I'm just looking back to my other commercial area. Sorry. So, this lot here is a 3,500 square foot pad and it looks to be equal. So, I would say somewhere in the 3,000 to 3,500 square foot pad.

Perreault: Okay.

Strader: Mr. Mayor, quick follow up.

Simison: Council Woman Strader.

Strader: Maybe a question for staff, but just to confirm if that commercial pad was designated as a future commercial site that -- that -- it sounds like the applicant would still be meeting the open space requirements that we currently have, just to confirm that.

Allen: Mr. Mayor, Council, I don't believe that area was included as any of the open space. He actually has -- well, actually, we didn't require open space calcs with this, because he wasn't getting detailed approval of the use at this time. The multi-family use is principally permitted in the TN-R district, so they didn't have to go through a conditional use permit. So, we would evaluate that at the time he comes in for CZC and certificate of zoning compliance and designer review. But they would have to meet the minimum standards.

Nary: Mr. Mayor?

Simison: Mr. Nary.

Nary: And for the purpose of the modification of development agreement, I guess if he wanted -- if Mr. Jewett could clarify when you say open space, we are talking about usable open space. Some level of recreational space, even if it's just grass.

Jewett: Yes. Mr. Mayor, Attorney Nary, yes. So, it would be -- under the code you can have just green open space if it was a minimum of 50 by 100, I believe, and so we would meet that minimum qualification so it would be usable space.

Nary: Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just a follow up, just -- it seems like it would be silly for Council to approve a project that didn't meet what our normal standard of open space would be. I guess from staff's perspective conceptually does this look like it would or are there any major flaws that we don't think it would meet the open space? It would just -- from my perspective that would be better to know now than way down the line in a different process.

Jewett: Mr. Mayor, if I could answer that question.

Simison: Sure.

Jewett: Yes, we did -- Sonya did request of us an overall combination of the existing Twelve Oaks and the new Twelve Oaks and we gave our new open space calculations. So, it's in the file. Unfortunately, I don't have it here, but she would have it if she digs and we do have an open space calculation that we exceeded the open space calculations by a considerable amount.

Allen: Yes, Mr. Mayor, Council, that was quite a while ago and I forgot about that. Thank you. I did harass you to submit that.

Jewett: She harasses a lot.

Allen: Yes. I just wanted to -- even though we weren't doing a detailed review at this time, I wanted to ensure that we were going to be okay on meeting those standards and, regardless, they have to meet the standards. So, if -- if they didn't have enough they would have to remove a building. So, staff isn't concerned about that. But, yes, they jogged my memory. They did meet the overall standards and exceeded it.

Simison: Council, any further questions for the applicant? Okay. Thank you, Mr. Jewett.

Jewett: Thank you.

Simison: This is a public hearing. I would open up for any public testimony at this time. Mr. Clerk, do we have any of that have signed up to testify on this item?

Johnson: Mr. Mayor, there was no online and in person was only Mr. Hall.

Simison: Okay. Well, did that -- Mr. Hall, do you have any additional public testimony? Would the applicant like to make any final comments from where he just left 30 seconds ago? Okay. Then, Council, I will turn this over to you for discussion.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: Jogging my memory, wasn't there some questions or concerns last time in regard to water pressure or like something to do with water? And, if so, were those concerns -- did we -- is there an agreement that those concerns were taken care of?

Jewett: Mayor and Council, the question had to do with sewer capacity at the lift station.

Bernt: Okay.

Jewett: And, yes, we were okay with the comments from Public Works and we will go through their study process to ensure that there is adequate capacity or would do any upgrades to ensure that there is capacity. We are okay with the language as written.

Bernt: Mr. Mayor, is that -- that's correct --

Perreault: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: We don't have to add that to approve the motion.

Simison: I do not believe so, but I will -- we do have Mr. Dolsby on -- on Zoom if you would like to weigh in on that comment.

Dolsby: Mr. Mayor, Members of the Council, Council Member Bernt, there was a modification to -- I think it was Condition B-1-2, which requires the sewer -- originally we were requiring the sewer to go a different direction, so as the condition now reads the applicant shall be responsible to determine whether adequate capacity exists in the receiving sewer system, including two lift stations to accept the additional flow from this development. Then it says if upgrades are necessary the applicant shall be responsible for all costs associated with said upgrades and we have reviewed that and are -- are in favor of that condition as it stands right now.

Simison: So, you are correct, Councilman Bernt.

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I don't know if this is a question for staff or for the applicant. I think what I'm still a little fuzzy on, this being a DA modification, is does that -- does that area that is -- where the current home is, does that need to be specifically classified? Its use needs to be specifically classified at this point? Do we need to -- or is it just whatever -- when they come in with a CUP is it whatever use is possible within the TN-R?

Allen: Mr. Mayor, the applicant just testified that he is -- does have that house scheduled to be removed, so he is planning to remove that. Even if he didn't, they would have to come in to get a change of use in that and, you know, you can -- you can place a provision in the development agreement if you would like for him to remove the house, so there is no issue in the future about it, if you would like a safeguard on that.

Bernt: Yes, please.

Perreault: Mr. Mayor, a follow up?

Simison: Council Woman Perreault.

Perreault: I realize that -- that the applicant is not making a decision about what's going to go in its place at this point, but if I may make a recommendation, if there is enough physical space to consider some sort of childcare or daycare facility, there is -- there is so many apartments coming in that area and there is a significant need for that in that location and I'm not necessarily meaning for the apartment dwellers, but I mean just somebody that would come in and purchase that property for that use. I can see that being a really great option for that neighborhood being near the schools, so -- I realize that you can't get somebody in that doesn't want to do that, but --

Simison: Council, any further questions or discussion on this item or do I have a motion?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Let's get things going. I move that we close the public hearing on Item 3, H-2020-0014, Villas At Twelve Oaks East.

Perreault: Second.

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

MOTION CARRIED: ALL AYES.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Just some comments to consider. Appreciate Mr. Hall being here tonight and shedding some light about the feasibility of commercial. I really respect his opinion and if he feels commercial isn't -- isn't viable in that area, I tend to support that. I don't know if I necessarily, then, go to -- that we need to just stack it with more multi-family. So, I voiced my concerns about that at the last public hearing. To me commercial seemed to be an appropriate transition to give a little bit of everything in that area. If the commercial is not going to work, then, of course, it's not going to work, but I don't, then, move to being supportive of leaving that all multi-family. So, I'm not in support of the DA. I appreciate what's trying to be accomplished, it just doesn't rise to the threshold of me being able to support it. Appreciate you being here tonight, though, Mr. Jewett.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I'm a little on the fence. I appreciate the overture to leave a piece of the frontage, you know, as a potential future commercial pad off Linder. That might sway me. I -- I do feel that -- that the city is going to move towards a Linder overpass and, you know, I totally understand Mr. Hall's commentary, I just don't know if we make long-term decisions based on the economic viability of the use at one point in time is part of my struggle and we are really underweight -- commercial buildings not working right now. The schools in this area are not particularly hard hit yet, although I suspect that's coming. I -- I'm still formulating my thoughts. I'm not -- I'm not there yet either. I have some concerns still. I would like to listen to everybody else's opinion.

Simison: My two cents from -- for whatever it's worth is I agree, I think that there will eventually be a need for light office uses. I understand that commercial is not maybe the -- what is right for this area, but daycare, dentist, other things that will support the residential area and I -- I don't want to look at Google to see what's around there right now, but I don't know that there is a lot of those types of services on that part at least, but from memory -- I don't drive down that area that frequently and, unfortunately, I have never been to the Firehouse, so that's something I'm going to have to evidently change at some point in time. But I struggle --

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: I'm sorry. Did I interrupt you? Were you finished?

Simison: You're good.

Perreault: Okay. So, I drive by that area daily, sometimes multiple times a day, and the -- the little retail center that's there to the -- to the east -- on the southeast corner, it has had users in and out and in and out since I have lived in this area pretty frequently. I know they have struggled to keep businesses in there and I think it's probably a traffic thing and now that Linder is widening to Cherry Lane, I anticipate that you may have more people taking Linder, even without the overpass, because trying to get -- when you would go past the school and, then, you would bottleneck at the railroad stop, I never took that stretch of Linder, because it was always just kind of a pain to get from Franklin to Cherry, because it was too small, too narrow, you have got the school -- you have got the school, the traffic zone. With Linder widening there with improvements along where the railroad track is going to be, I'm wondering if people aren't going to start using Linder to come from north to south more frequently, especially getting on the two interchanges, Meridian Road and Ten Mile Road, and I wonder if that isn't actually going to improve some of the -- of the, you know, retail uses or some of the neighborhood uses there. I don't know, just speculation, but I wouldn't be surprised, actually, if people start using that stretch of Linder from Cherry to Franklin a lot more frequently once they are finished and that being said, I'm not necessarily saying that I'm in favor of -- of, you know, denying this and having all of those six acres or seven acres stay open for commercial uses. Just like Council Woman Strader, I'm still a little bit on the fence on that.

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I have a lot of respect for Mr. Hall and his expertise in what he does. I might agree and say that, you know, maybe right now not a lot of use for maybe retail in that location, but like what's said from other Council Members, I do believe that there is potential use for other forms of office space and -- and such. As a Council, you know, it's important that we look at the zoning designations for different areas and I believe that they are for

-- they are there for a reason and, you know, there is also times when, you know, we make decisions not based upon what -- what the status quo is, but what that looks like, you know, two, five, ten, 15 years down the line and I do believe in the future, especially with Linder being what is projected to be that the best use in my opinion for this area would be commercial.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I don't have a good sense about where Council wants to go on this, so I'm going to take a stab at this and we will see. Mr. Mayor, I move that we deny Item 3, Villas at Twelve Oaks, H-2020-0014, as presented.

Bernt: Second.

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

Perreault: Mr. Mayor?

Simison: Council Woman Perreault.

Perreault: Just some clarification, because this is an annexation application. Does that -- does that -- would a denial prohibit the applicant from coming back for a year?

Nary: Mr. Mayor, Members of the Council, so under our code, yes, essentially, with the same application. It would be the director's determination on whether or not it's allowed, so -- it depends on what it looks like.

Bernt: Mr. Mayor. Unless a substantial change.

Nary: Correct.

Simison: Any other questions or discussion on the motion? If not, I will ask the Clerk to call the roll.

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

Simison: All ayes. Motion to deny passes. Thank you.

MOTION CARRIED: ALL AYES.

Item 8: ORDINANCES [Action Item]

4. **An Ordinance (H-2019-0123 – Sky Mesa Highlands) for Annexation of a Portion of the Southeast Quarter of the Southeast Quarter of Section 32 Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, as Described in Attachment “ A” and Annexing Certain Lands and Territory, Situated in Ada County, Idaho, and Adjacent and Contiguous to the Corporate Limits of the City of Meridian as Requested by the City of Meridian; Establishing and Determining the Land Use Zoning Classification of 31.96 Acres of Land from RUT To R-4 (Medium 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.**

Simison: Council, moving on to Item 4 on the agenda, Ordinance H-2019-0123. I will ask this -- ask the clerk to read this ordinance by title.

Johnson: Thank you, Mr. Mayor. This ordinance will actually have a different number. We did not assign that leading into the meeting, but it will be a 2020 ordinance. It's related to H-209-0123, Sky Mesa Highlands, for annexation of a portion of the Southeast Quarter of the Southeast Quarter of Section 32, Township 3 North, Range 1 East, Boise meridian, Ada county, Idaho, as described in Attachment “A” and annexing certain lands and territory, situated in Ada county, Idaho, and adjacent and contiguous to the corporate limits of the City of Meridian as requested by the City of Meridian; establishing and determining the land use zoning classification of 31.96 acres of land from RUT to R-4 (Medium 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.

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

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Question for Mr. -- Mr. Clerk. Chris, I thought I -- you stated something about a -- a different ordinance number, but, then, you read the one that was on our agenda, so I just wanted to make sure that I'm tracking correctly.

Johnson: Yes. The ordinance is related to this hearing application from 2019. Normally we have the ordinance number in place. We are not required by code to assign it one

until it passes and we -- in the changeover in the system we neglected to notice we had not yet assigned it a number, but it can be passed as the ordinance by title and, then, we will assign that number.

Cavener: Great. Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move that we approve, then, Ordinance H-2019-0123, Sky Mesa Highland, with suspension of rules.

Bernt: Second.

Perreault: Second.

Simison: I have a motion and a second to approve the ordinance under suspension of the rules. Is there any discussion on the motion? If not, all those in favor signify by saying aye. Opposed nay. The ayes have it.

MOTION CARRIED: ALL AYES.

Item 9: FUTURE MEETING TOPICS

Simison: Is there any item under future meeting topics?

Bernt: Mr. Mayor?

Perreault: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I -- I would like to maybe possibly have a discussion in regard to just taking a look at what our ordinance looks like in regard to mobile sales licenses. I -- leave it at that.

Simison: Duly noted. Did I have another person who had a -- Council Woman Perreault?

Perreault: Mr. Mayor, yes. So, I don't want to discuss what Council Member just presented, but if Council decides that's a meeting topic they would like to -- to discuss, I wouldn't -- I don't know what code says about how the mobile sales units differ from the, you know, brick and mortar requirements in that regard, so that would be something that would be great and educational for us new Council Members. And, then, I wanted to bring up a future meeting topic and I would like to hear my fellow Council Members thoughts on this. We had four applications for residential developments along Black Cat in the last two weeks and we have more applications coming and so I would like an opportunity for all of us to look at the big picture of how many units have been approved broken down by type of -- of units in that northwest Meridian area, since we are considering that one of

our priority areas and just take a look at ACHD's five year plan for Black Cat and possibly McDermott and, then, also what -- what, if any, limited information we have regarding enrollment -- school enrollment. Just a big -- bigger picture view of what's happening in that square mile, mile and a half, so that the next time these applications come before us we have a good idea of what's going on in the entire area. So, I understand from the Planning Department that they do have information available and easily ready to share with us, so it's not something that should take a lot of preparation.

Simison: Duly noted.

Perreault: Thank you.

Simison: Any other items under this item If not, do I have a motion?

Bernt: Mr. Mayor?

Simison: Councilman Bernt.

Bernt: I move that we adjourn.

Cavener: Second.

Simison: I have a motion and a second to adjourn the meeting. Is there any discussion on the motion? If not, all those in favor signify by saying aye. Opposed nay. The ayes have it. We are adjourned.

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 7:15 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

MAYOR ROBERT SIMISON

_____/_____/_____
DATE APPROVED

ATTEST:

CHRIS JOHNSON - CITY CLERK



AGENDA ITEM

ITEM TOPIC: Blakeslee Commons No. 2 Sanitary Sewer Easement No. 1 and 2

Item #3.

Project Name (Subdivision):

Blakeslee Commons 2

Sanitary Sewer Easement Number: 1 & 2

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

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 22nd day of _____, 2020 between Bungalows Meridian LLC ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee"); _____

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

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

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

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

(SEE ATTACHED EXHIBITS A and B)

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

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

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

THE GRANTOR covenants and agrees that Grantor will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

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: _____



Project. No.: 4263-2
Date: July 23, 2020

**EXHIBIT A
DESCRIPTION FOR
CITY OF MERIDIAN SANITARY SEWER EASEMENTS FOR
PROPOSED BLAKESLEE COMMONS SUBDIVISION NO. 2**

EASEMENT NO. 1:

A City of Meridian sanitary sewer easement lying in Government Lot 2 of Section 5, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the North 1/4 corner of said Section 5, said point bears North 89°44'30" West 2656.56 feet from a brass cap marking the Northeast corner of said Section 5; thence

South 64°25'06" East 866.41 feet to a point marking the **POINT OF BEGINNING**;
thence

South 89°44'30" East 20.00 feet to a point; thence

South 00°15'30" West 123.32 feet to a point of curve; thence along a curve to the left 28.53 feet, said curve having a radius of 56.00 feet, a central angle of 29°11'44" and a long chord bearing

North 58°45'55" West 28.23 feet to a point of ending of curve; thence

North 54°20'09" East 5.19 feet to a point; thence

North 00°15'30" East 105.74 feet to the **POINT OF BEGINNING**,

Said easement contains 2,324 square feet,

EASEMENT NO. 2:

A City of Meridian sanitary sewer easement lying in Government Lot 2 of Section 5, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the North 1/4 corner of said Section 5, said point bears North 89°44'30" West 2656.56 feet from a brass cap marking the Northeast corner of said Section 5; thence

South 55°11'53" East 986.53 feet to a point marking the **POINT OF BEGINNING**;
thence

South 57°59'05" East 5.25 feet to a point; thence

South 89°44'10" East 85.17 feet to a point; thence

South 00°15'30" West 20.00 feet to a point; thence

Project No.: 4263-2
Date: July 23, 2020

North 89°44'10" West 112.07 feet to a point of curve; thence along the arc of a curve to the left 32.41 feet, said curve having a radius of 56.00 feet, a central angle of 33°09'54" and a long chord bearing
North 44°50'59" East 31.96 feet to the **POINT OF BEGINNING**,

Said easement contains 2,036 square feet.



Item #3.

BASIS OF BEARING

S 89°44'30" E 2656.56'

EAST USTICK ROAD

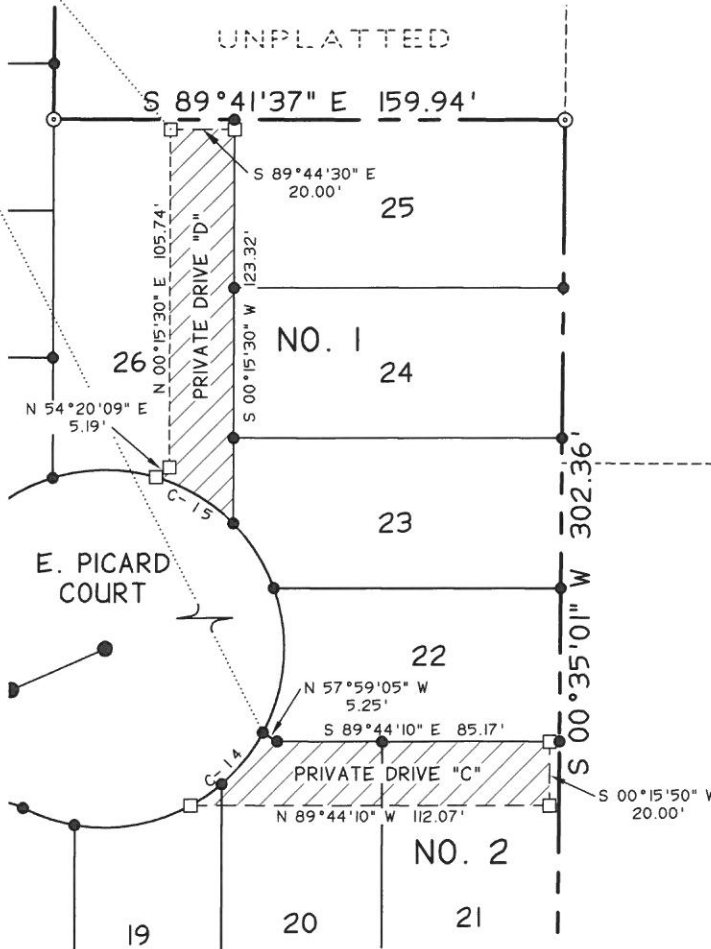
32 | 33

5 | 4

EXHIBIT B

CITY OF MERIDIAN SANITARY SEWER EASEMENT EXHIBIT FOR PROPOSED BLAKESLEE COMMONS SUBDIVISION NO. 2

LYING IN GOVERNMENT LOT 2, SECTION 5,
T.3N., R.1E., B.M.,
MERIDIAN, ADA COUNTY, IDAHO



SANITARY SEWER EASEMENTS 1 AND 2

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C- 14	56.00'	33°09'54"	32.41'	N 44°50'59" E	31.96'
C- 15	56.00'	29°11'447"	28.53'	N 58°45'55" W	28.23'



TEALEY'S LAND SURVEYING

12594 W. EXPLORER DRIVE, SUITE 150

208-385-0636

BOISE, ID.



AGENDA ITEM

ITEM TOPIC: Chamberlain Estates Pedestrian Pathway Easement

Project Name (Subdivision):
Chamberlain Estates Pathway Easement

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Chamberlain Estates HOA, hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

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: _____

Legal Description

Lot 5 of Block 8, and Lots 20 & 33 of Block 2, of the Chamberlain Estates Subdivision No. 2,
Book 75, page 7619, Ada County Records.

Bk 74 Kg 7619

CHAMBERLAIN ESTATES SUBDIVISION NO. 2

PLAT SHOWING

LOCATED IN THE N1/2 OF THE S1/2 OF GOVERNMENT LOT 4, SECTION 5, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO

1997

HUBBLE ENGINEERING, INC. • BOISE, IDAHO

UNPLATTED

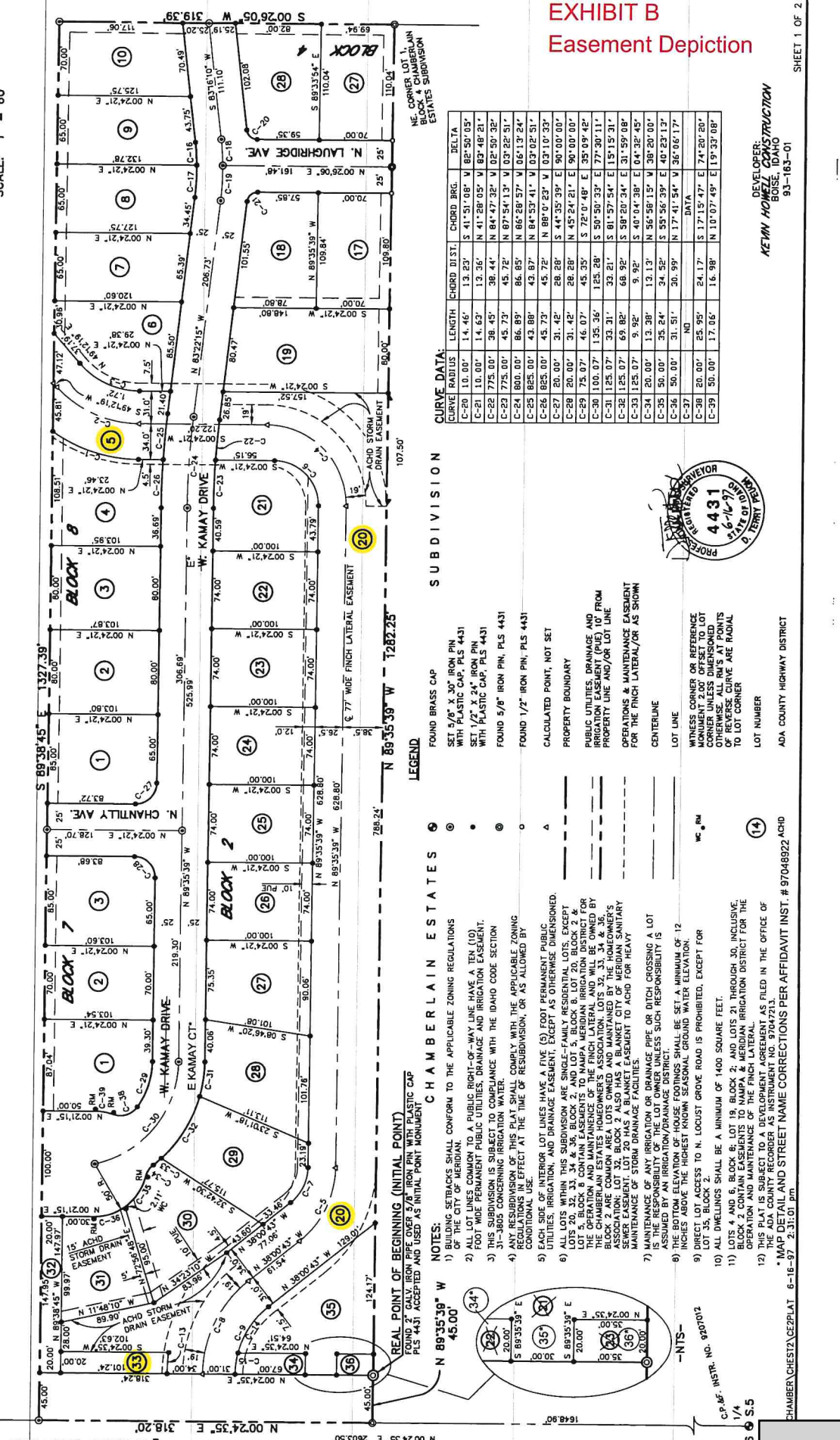
S.32
S.5
S.6
C.P. & MSTR. NO. 9400989

CURVE DATA:

CURVE	RADIUS	LENGTH	CHORD	DIST.	CHORD	BEG.	DELTA
C-1	141.33'	87.29'	85.91'	S 19°05'59" W	35°23'17"		
C-2	107.33'	91.41'	88.68'	S 24°48'20" W	48°47'59"		
C-3	76.33'	65.01'	63.06'	S 24°48'20" W	48°47'59"		
C-4	76.33'	120.17'	108.19'	N 45°24'21" E	90°00'00"		
C-5	88.81'	79.95'	77.28'	S 62°48'11" E	31°34'56"		
C-6	45.50'	65.76'	60.10'	N 45°24'21" E	90°00'00"		
C-7	45.50'	98.26'	36.98'	S 63°48'11" E	51°34'56"		
C-8	112.67'	101.44'	98.05'	N 63°48'14" W	51°35'02"		
C-9	81.67'	73.53'	71.07'	N 63°48'18" W	51°35'10"		

CURVE DATA:

CURVE	RADIUS	LENGTH	CHORD	DIST.	CHORD	BEG.	DELTA
C-13	146.67'	20.07'	19.05'	N 85°40'36" W	07°50'18"		
C-14	81.67'	53.33'	52.38'	N 55°43'03" W	37°24'41"		
C-15	81.67'	20.20'	20.15'	N 82°30'38" W	14°10'29"		
C-16	225.00'	21.66'	21.65'	N 65°01'38" E	05°30'55"		
C-17	225.00'	30.80'	30.78'	S 87°17'35" E	07°30'39"		
C-18	250.00'	24.89'	24.88'	N 86°07'18" E	05°42'14"		
C-19	250.00'	33.40'	33.39'	S 87°11'55" E	07°39'20"		



CURVE DATA:

CURVE	RADIUS	LENGTH	CHORD	DIST.	CHORD	BEG.	DELTA
C-20	10.00'	14.46'	13.23'	S 41°51'08" W	82°50'05"		
C-21	15.00'	14.63'	13.36'	N 41°28'05" W	89°48'21"		
C-22	1775.00'	38.45'	38.44'	N 84°47'33" W	02°50'38"		
C-23	1775.00'	45.73'	45.72'	N 87°54'13" W	03°22'51"		
C-24	800.00'	86.89'	86.85'	N 66°58'57" W	06°13'24"		
C-25	800.00'	43.88'	43.87'	N 84°53'41" W	03°02'51"		
C-26	800.00'	45.73'	45.72'	N 88°0'23" W	03°10'33"		
C-27	20.00'	31.42'	28.28'	S 44°35'39" E	90°00'00"		
C-28	20.00'	31.42'	28.28'	N 45°24'21" E	90°00'00"		
C-29	75.00'	46.07'	45.35'	S 72°0'48" E	35°09'42"		
C-30	100.00'	135.36'	125.28'	S 50°50'33" E	37°30'11"		
C-31	125.00'	33.91'	33.21'	S 81°57'54" E	15°15'31"		
C-32	125.00'	69.82'	68.92'	S 58°20'34" E	31°55'08"		
C-33	125.00'	9.92'	9.92'	S 40°04'38" E	04°32'45"		
C-34	20.00'	13.38'	13.13'	N 56°58'15" W	38°20'00"		
C-35	50.00'	35.24'	34.52'	S 55°56'39" E	40°23'17"		
C-36	50.00'	31.51'	30.99'	N 17°41'54" W	36°06'17"		
C-37	20.00'	NO	NO	DATA			
C-38	20.00'	25.95'	24.17'	S 17°15'47" E	74°20'20"		
C-39	50.00'	17.06'	16.98'	N 10°07'49" E	19°33'08"		

LEGEND

- FOUND BRASS CAP
- SET 5/8" X 30" IRON PIN WITH PLASTIC CAP, PLS 4431
- SET 1/2" X 24" IRON PIN WITH PLASTIC CAP, PLS 4431
- FOUND 5/8" IRON PIN, PLS 4431
- FOUND 1/2" IRON PIN, PLS 4431
- CALCULATED POINT, NOT SET

NOTES:

- BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN.
- ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT.
- THIS WIDE PERMANENT IRRIGATION EASEMENT SHALL BE OWNED BY THE CITY OF MERIDIAN AND SHALL BE SUBJECT TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION, OR AS ALLOWED BY CONDITIONAL USE.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION, OR AS ALLOWED BY CONDITIONAL USE.
- ALL SIDES OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT, EXCEPT AS OTHERWISE DIMENSIONED.
- ALL LOTS WITHIN THIS PLAT ARE SUBJECT TO THE ESSENTIAL LOTS, EXCEPT LOTS 20, 32, 33, 34 & 35, BLOCK 2 AND LOT 5, BLOCK 1. THE ESSENTIAL LOTS, EXCEPT LOTS 20, 32, 33, 34 & 35, BLOCK 2 AND LOT 5, BLOCK 1, ARE SUBJECT TO THE OPERATION AND MAINTENANCE OF THE FINCH LATERAL AND WILL BE OWNED BY THE HOMEOWNERS ASSOCIATION. LOT 32, BLOCK 2 ALSO HAS A BLANKET CITY OF MERIDIAN SANITARY EASEMENT TO LOT 20. LOT 20 HAS A BLANKET EASEMENT TO ACHD FOR HEAVY MAINTENANCE OF LOT 20. LOT 20 HAS A BLANKET EASEMENT TO ACHD FOR HEAVY MAINTENANCE OF LOT 20.
- MAINTENANCE OF ANY IRRIGATION FACILITIES, PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- THE BOTTOM ELEVATION OF HOUSE FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST KNOWN SEASONAL GROUND WATER ELEVATION.
- LOT 35, BLOCK 2, HAS ACCESS TO N. LOCUST GROVE ROAD IS PROHIBITED, EXCEPT FOR ALL DWELLINGS SHALL BE A MINIMUM OF 1400 SQUARE FEET.
- LOTS 4 AND 6, BLOCK 8; LOT 19, BLOCK 2; AND LOTS 21 THROUGH 30, INCLUDING BLOCK 2, CONTAIN EASEMENTS TO NAMP A AND MERIDIAN IRRIGATION DISTRICT FOR THE OPERATION AND MAINTENANCE OF THE FINCH LATERAL.
- THIS PLAT IS SUBJECT TO A DEVELOPMENT AGREEMENT AS FILED IN THE OFFICE OF ADA COUNTY RECORDER AS INSTRUMENT NO. 97047913.
- MAPS OF NEIGHBORHOOD AND STREET NAME CORRECTIONS PER AFFIDAVIT INST. # 97048922 ACHD 6-16-97, 2-31-01, PP.

EXHIBIT B Easement Depiction



DEVELOPER:
KEVIN HOWELL CONSTRUCTION
BOISE, IDAHO
93-163-01



AGENDA ITEM

ITEM **TOPIC:** Victory Commons Pedestrian Pathway Easement A

Project Name (Subdivision):
Victory Commons Pedestrian Pathway Easement- A

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Kuna Victory, LLC, hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

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

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

THE GRANTOR does hereby covenant with the Grantee that it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against claims arising exclusively out of acts of the Grantor and no other.

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

GRANTOR:

KUNA VICTORY, LLC

By: BV Management Services, Inc., an Idaho corporation, the Manager

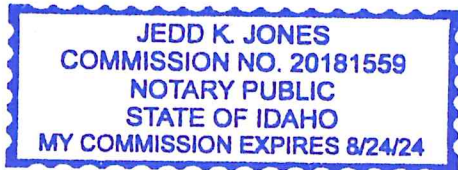
By: [Signature]
Cortney Liddiard, President

STATE OF Idaho)
)ss.
County of Bonneville)

On the 24 day of June, 2020, before me the undersigned, a notary public in and for said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., which corporation is the Manager of Kuna Victory, LLC, and the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such corporation as the Manager executed the same in said limited liability company name.

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)



[Signature]
Notary Public for Idaho

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
Parcel A

2775 W. Navigator Drive, Suite 210
Meridian, Idaho 83642
www.horrocks.com



Idaho Office
Tel. 208.895.2520



Date: June 15, 2020
Project: ID-1402-1810
Page: 1 of 3

EXHIBIT "A"

SIDEWALK EASEMENT

This Easement is situated in Government Lot 4 of Section 19, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County, Idaho, being a portion of Lot 1, Block 1 of Mussell Corner Subdivision, on file in Book 95 of Plats, Pages 11624-11626, also being a portion of Parcel A of Record of Survey Property Boundary Adjustment No. 8699, records of Ada county, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of said Government Lot 4; thence along the west boundary of said Government Lot 4,

- 1) N.00°38'36"E., 1331.46 feet to the northwest corner of said Gov't Lot 4; thence along the north boundary of said Gov't Lot 4,
- 2) S.89°21'24"E., 70.00 feet to a point on the northwest corner of said Lot 1, being coincident with the east right-of-way of S. Kuna-Meridian Road as it now exists and the **POINT OF BEGINNING**; thence along the west boundary of said Lot 1,
- 3) S.00°38'36"W., 605.56 feet to the southwest corner of said Parcel A; thence coincident with the south boundary of said Parcel A;
- 4) S.89°31'23"E., 12.21 feet, thence;
- 5) N.00°56'19"E., 528.27 feet; thence through a non-tangent curve to the left,
- 6) Having a length of 23.45 feet, a radius of 102.87 feet, and through a central angle of 13° 03'30", with a chord bearing of N.05°37'14"W., and a chord distance of 23.40 feet, thence;
- 7) N.13°03'41"W., 9.70 feet, thence through a non-tangent curve to the left,
- 8) Having a length of 62.97 feet, a radius of 129.11 feet, and through a central angle of 27° 56'36", with a chord bearing of N.68°09'17"E., and a chord distance of 62.34 feet, thence;
- 9) N.54°10'59"E., 5.18 feet, thence through a non-tangent curve to the right,

Date: June 15, 2020
Project: ID-1402-1810
Page: 2 of 3

- 10) Having a length of 83.36 feet, a radius of 47.98 feet, and through a central angle of $99^{\circ} 32' 36''$, with a chord bearing of $S.76^{\circ} 04' 03'' E.$, and a chord distance of 73.27 feet, thence;
- 11) $S.26^{\circ} 14' 22'' E.$, 119.50 feet, thence through a curve to the right;
- 12) Having a length of 19.67 feet, a radius of 98.00 feet, and through a central angle of $11^{\circ} 29' 54''$, with a chord bearing of $S.20^{\circ} 34' 02'' E.$, and a chord distance of 19.63 feet, thence through a curve to the left;
- 13) Having a length of 21.71 feet, a radius of 106.28 feet, and through a central angle of $11^{\circ} 42' 19''$, with a chord bearing of $S.21^{\circ} 15' 58'' E.$, and a chord distance of 21.67 feet, thence;
- 14) $S.29^{\circ} 37' 58'' E.$, 8.46 feet, thence;
- 15) $N.56^{\circ} 08' 01'' E.$, 10.02 feet, thence;
- 16) $N.29^{\circ} 33' 42'' W.$, 3.94 feet, thence;
- 17) $N.66^{\circ} 20' 50'' E.$, 9.09 feet to the east boundary of said Lot 1, thence coincident with said east boundary through a non-tangent curve right;
- 18) Having a length of 8.98 feet, a radius of 655.00 feet, and through a central angle of $00^{\circ} 47' 08''$, with a chord bearing of $N.28^{\circ} 40' 10'' W.$, and a chord distance of 8.98 feet, thence leaving said east boundary;
- 19) $S.65^{\circ} 54' 32'' W.$, 8.83 feet, thence through a non-tangent curve to the right;
- 20) Having a length of 14.05 feet, a radius of 92.00 feet, and through a central angle of $08^{\circ} 45' 05''$, with a chord bearing of $N.19^{\circ} 41' 13'' W.$, and a chord distance of 14.04 feet, thence through a curve left;
- 21) Having a length of 21.62 feet, a radius of 108.00 feet, and through a central angle of $11^{\circ} 28' 15''$, with a chord bearing of $N.20^{\circ} 34' 39'' W.$, and a chord distance of 21.59 feet, thence;
- 22) $N.26^{\circ} 14' 22'' W.$, 119.50 feet, thence through a curve left;



Date: June 15, 2020
Project: ID-1402-1810
Page: 3 of 3

- 23) Having a length of 61.43 feet, a radius of 57.99, and through a central angle of $60^{\circ} 41'33''$, with a chord bearing of $N.56^{\circ}38'33''W.$, and a chord distance of 58.59 feet to the north boundary of said Lot 1, thence coincident with said north boundary;
- 24) $S.89^{\circ}41'44''W.$, 6.71 feet, thence leaving said north boundary through a non-tangent curve left;
- 25) Having a length of 32.60 feet, a radius of 57.99, and through a central angle of $32^{\circ} 12'42''$, with a chord bearing of $S.70^{\circ}16'27''W.$, and a chord distance of 32.17 feet, thence;
- 26) $S.54^{\circ}10'59''W.$, 5.18 feet, thence through a non-tangent curve right;
- 27) Having a length of 59.00 feet, a radius of 118.98, and through a central angle of $28^{\circ} 24'39''$, with a chord bearing of $S.68^{\circ}22'24''W.$, and a chord distance of 58.40 feet, thence;
- 28) $N.13^{\circ}14'37''W.$, 15.94 feet, thence through a non-tangent curve right;
- 29) Having a length of 19.55 feet, a radius of 93.60, and through a central angle of $11^{\circ} 58'08''$, with a chord bearing of $N.06^{\circ}25'03''W.$, and a chord distance of 19.52 feet to the north boundary of said Lot 1, thence coincident with said north boundary;
- 30) $S.89^{\circ}41'44''W.$, 1.47 feet to the POINT OF BEGINNING.



HORROCKS ENGINEERS
 2775 Navigator Dr., Suite 210
 Meridian, ID 83842
 (208) 985-2520
 www.horrocks.com

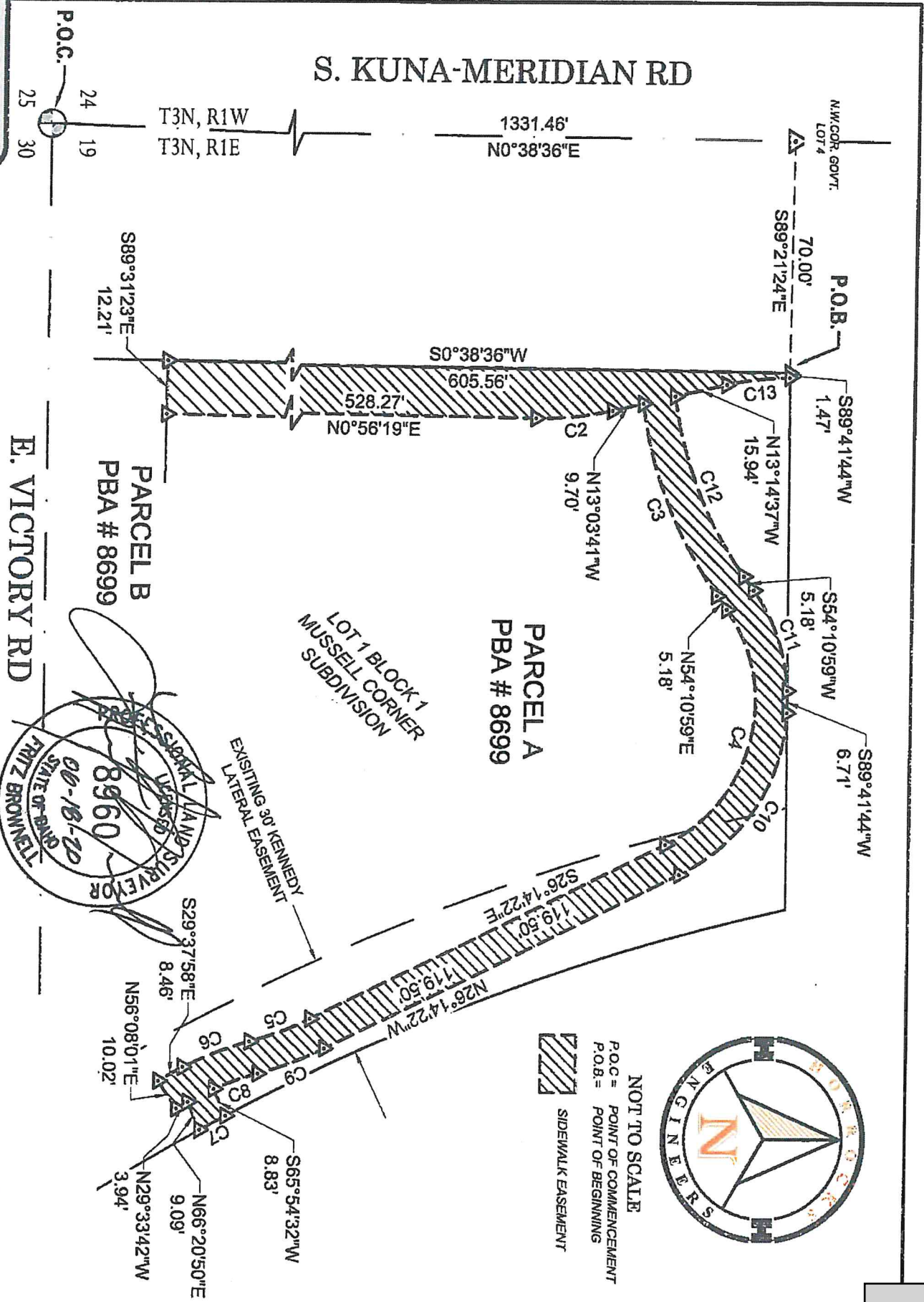
WARNING
 IF THIS BAR DOES NOT
 MEASURE 1" THEN DRAWING
 IS NOT TO SCALE

EXHIBIT B SIDEWALK EASEMENT
 SITUATED IN A PORTION OF PARCEL B OF RECORD OF SURVEY NO. 8699
 SECTION 19, T3N, R1E, B.M., CITY OF MERIDIAN, IDAHO

DRAWING INFO

DATE	08/18/20
NOT TO SCALE	
REV. #	DATE
PROJ. NO.	ID-1402-1810

1
 PAGE



NOT TO SCALE

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING

SIDEWALK EASEMENT



AGENDA ITEM

ITEM TOPIC: Victory Commons Pedestrian Pathway Easement B

Project Name (Subdivision):
Victory Commons Pedestrian Pathway Easement B

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Kuna Victory, LLC, hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

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

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

THE GRANTOR does hereby covenant with the Grantee that it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against claims arising exclusively out of acts of the Grantor and no other.

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

GRANTOR:

KUNA VICTORY, LLC

By: BV Management Services, Inc., an Idaho corporation, the Manager

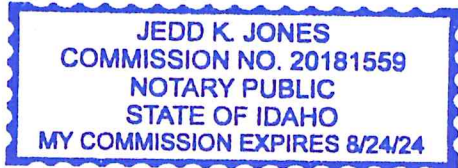
By: [Signature]
Cortney Liddiard, President

STATE OF Idaho)
)ss.
County of Bonneville)

On the 24 day of June, 2020, before me the undersigned, a notary public in and for said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., which corporation is the Manager of Kuna Victory, LLC, and the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such corporation as the Manager executed the same in said limited liability company name.

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)



[Signature]
Notary Public for Idaho

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
Parcel B

2775 W. Navigator Drive, Suite 210
Meridian, Idaho 83642
www.horrocks.com

Idaho Office
Tel: 208.895.2520



Date: June 15, 2020
Project: ID-1402-1810
Page: 1 of 1

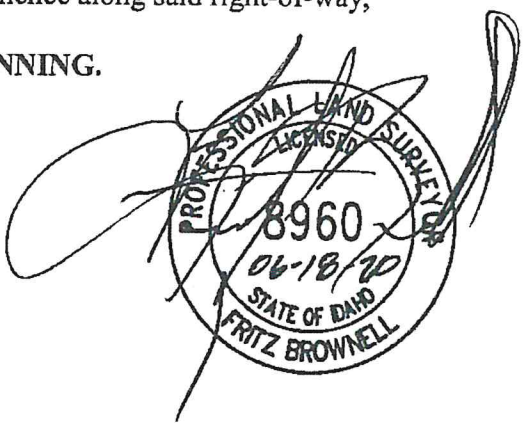
EXHIBIT "A"

SIDEWALK EASEMENT

This Easement is situated in Government Lot 4 of Section 19, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County, Idaho, being a portion of Lot 1, Block 1, and Lot 2, Block 1, of Mussell Corner Subdivision, on file in Book 95 of Plats, Pages 11624-11626, also being a portion of Parcel B of Record of Survey Property Boundary Adjustment No. 8699, records of Ada county, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of said Government Lot 4; thence along the west boundary of said Government Lot 4,

- 1) N.00°38'36"E., 491.24 feet; thence leaving said west boundary,
- 2) S.89°21'24"E., 70.00 feet to the southwest corner of said Lot 2, being coincident with the east right-of-way of S. Kuna-Meridian Road as it now exists and the **POINT OF BEGINNING**; thence along the south boundary of said Lot 2,
- 3) N.89°42'14"E., 11.00 feet, thence leaving said south boundary,
- 4) N.00°56'17"E., 234.52 feet to the north boundary of said Parcel B, thence along said north boundary;
- 5) N.89°31'23"W., 12.21 feet to said east right-of-way; thence along said right-of-way,
- 6) S.00°38'36"W., 234.66 feet to the **POINT OF BEGINNING**.



Item #6.

Exhibit B
Parcel B

H:\12018\1402-1810 Victory Commons\Project Data\02 CAD\2.04 Survey CAD\1402 SIDEWALK EASEMENT EXHIBIT.dwg Fritz Brownell 8/18/2020 9:44 AM

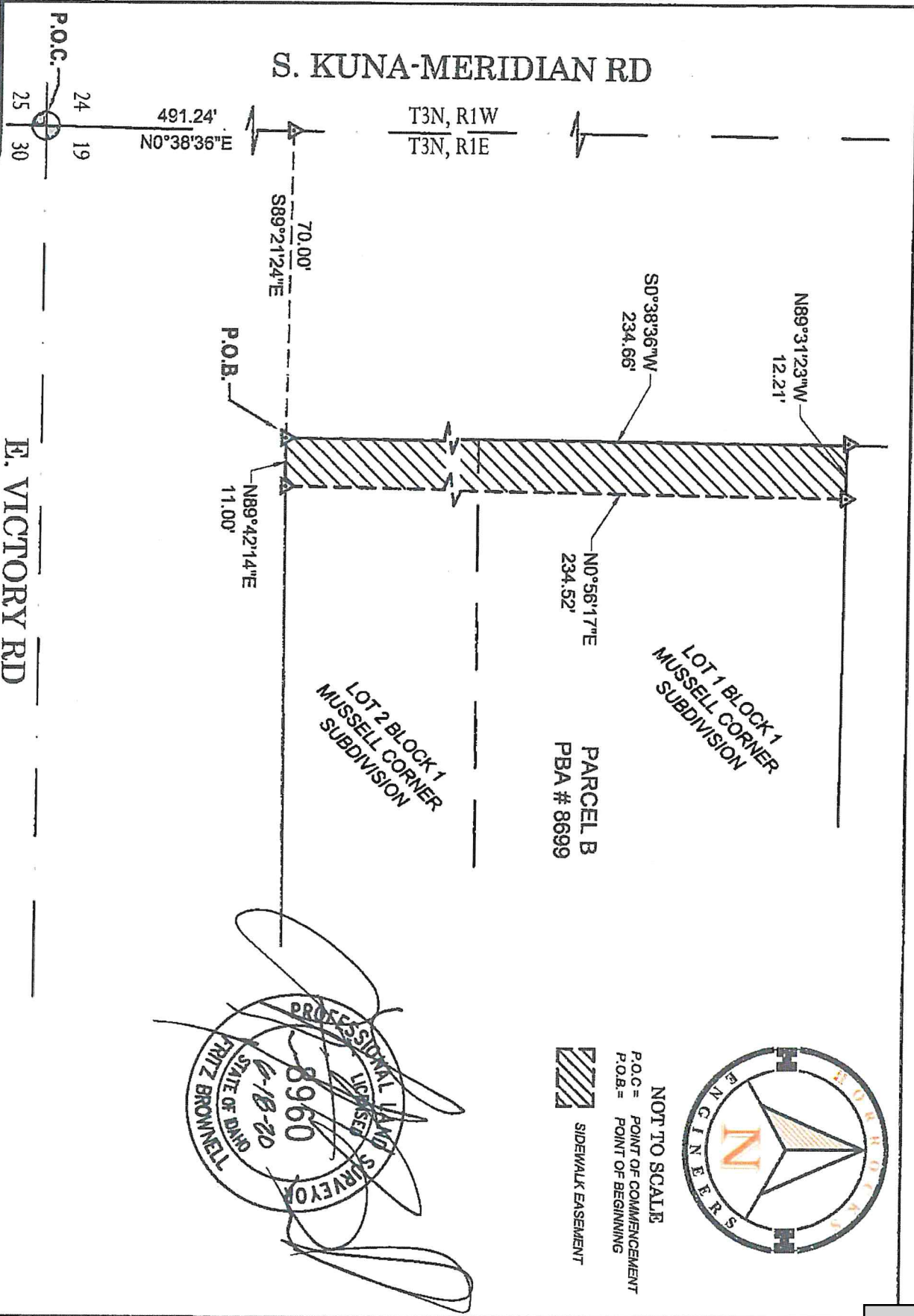
HORROCKS ENGINEERS
 2775 Newington Dr., Suite 210
 Meridian, ID 83642
 (208) 898-2520
 www.horrockse.com

WARNING
 1/2
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

EXHIBIT "B" SIDEWALK EASEMENT
 SITUATED IN A PORTION OF PARCEL B OF RECORD OF SURVEY NO. 8699
 SECTION 19, T3N, R1E, B.M., CITY OF MERIDIAN, IDAHO

DRAWING INFO	
DATE	08/18/20
NO TO SCALE	
REV #	DATE
PROJ. NO.	ID-1402-1810

001
 PAGE





AGENDA ITEM

ITEM TOPIC: Volterra South Commercial Subdivision Pedestrian Pathway Easement

Project Name (Subdivision):
Volterra South Commercial Subdivision

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Bridgetower Investments, llc hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

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: _____

**VOLTERRA SOUTH COMMERCIAL SUBDIVISION
PATHWAY EASEMENT**

Date: July 16, 2020

A parcel of land being a portion of the NE1/4 NE1/4 of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the N1/16 corner common to Sections 34 and 35, monumented by an aluminum cap (Corner Record No. 2017-116132), from which the northeast corner of said Section 34, monumented by an aluminum cap (Corner Record No. 2016-064167), bears North 00°52'46" East, a distance of 1315.57 feet;

Thence North 89°06'34" West, coincident with the north line of the NE1/4 NE1/4 of said Section 34, a distance of 46.00 feet to a point on westerly right of way line of North Ten Mile Road as established by Warranty Deed Instrument No. 2016-116335;

Thence North 00°52'46" East, coincident with said westerly right of way line, a distance of 56.00 feet, to the **POINT OF BEGINNING**;

Thence, leaving said westerly right of way line, North 89°06'34" West, on a line that is parallel with and 56.00 feet northerly of said north line, a distance of 409.57 feet;

Thence North 00°50'04" East, on a line that is parallel with and 56.00 feet easterly of the east boundary line of Volterra Heights Subdivision as recorded in Book 107, Page 14296-114928 in the records of Ada County, a distance of 369.87 feet, to a point on the southerly right of line of North Vicenza Way as platted by the plat of said Volterra Heights Subdivision;

Thence coincident with said southerly right of way for the following three courses:

Thence South 89°09'56" East, a distance of 6.00 feet;

Thence North 00°50'04" East, a distance of 31.09 feet, to the beginning of a non-tangent curve to the left;

Thence southeasterly along the arc of said curve to the left, an arc distance of 23.44 feet, said curve having a radius of 630.50 feet, a central angle of 02°07'48", and a chord bearing of South 78°05'53" East, a distance of 23.44 feet to the northeast corner of the White Drain Easement recorded under instrument no. 113027259 in the records of Ada County;

Thence South 00°50'04" West, coincident with the easterly line of said White Drain Easement, a distance of 367.05 feet;

Thence South 89°07'23" East, continuing coincident with said White Drain Easement, a distance of 380.60 feet to a point on said westerly right of way line of North Ten Mile Road;

Thence South 00°52'46" West, coincident with said westerly right of way line, a distance of 29.53 feet to the **POINT OF BEGINNING**.

The above described parcel contains 22,610 square feet or 0.52 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is North 00°52'46" East between the N1/16 corner common to Sections 34 and 35 and the northeast corner of said Section 34.

Travis P. Foster, P.L.S.

License No. 10729

End of Description



Item #7.

EXHIBIT B

NE CORNER
SECTION 34
ALUMINUM CAP
CORNER RECORD
NO. 016-064167



$\Delta = 2^{\circ}07'48''$
 $R = 630.50'$
 $L = 23.44'$
CHORD = S78°05'53"E, 23.44'

N. VICENZA WAY

N0°50'04"E
31.09'
S89°09'56"E
6.00'

VOLTERRA HEIGHTS
SUBDIVISION

WHITE DRAIN EASEMENT,
INSTRUMENT NO. 113027259.

N3°04'50"E
369.87'

S0°50'04"W
367.05'

56'
85'
29'

PROPOSED VOLTERRA
SOUTH COMMERCIAL
SUBDIVISION

N. TEN MILE RD.

N0°52'46"E 1315.57'

BASIS OF BEARING

S89°07'23"E 380.60'

N89°06'34"W 409.57'

N89°06'34"W 2651.15'

POINT OF BEGINNING

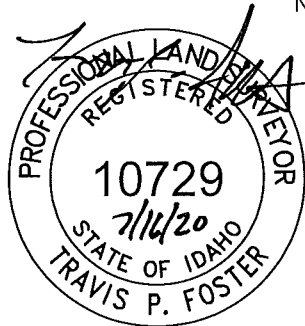
N0°52'46"E
56.00'

S0°52'46"W
29.53'

N1/16 CORNER
SECTIONS 34 & 35
ALUMINUM CAP
CORNER RECORD
NO. 2017-116132

CN1/16 CORNER
SECTION 34
ALUMINUM CAP
CORNER RECORD
NO. 2017-116130

FINAL PLAT OF
DRAWBRIDGE SUBDIVISION



SHEET NUMBER

2 OF 2

EXHIBIT FOR
PATHWAY EASEMENT
BRIDGETOWER INVESTMENTS LLC.
VOLTERRA SOUTH COMMERCIAL SUBDIVISION

DRAWING INFO

0019249.00

0013597W-CX-PT02

1" = 80'

SHEET INFO

DRAWN WAC

CHECKED TF

LAST EDIT 7/16/2020

PLOT DATE 5/18/2020

WHPacific

690 S Industry Way, Ste 10
Meridian, ID 83642
208-342-5400 Fax 208-342-5353
www.whpacific.com

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AGENDA ITEM

ITEM TOPIC: Bainbridge Subdivision No. 11 Sanitary Sewer and Water Main Easement No. 1

<p><u>Project Name (Subdivision):</u> Bainbridge Subdivision No.11</p> <p><u>Sanitary Sewer & Water Main Easement Number:</u> <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 Brighton 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.

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:_____



July 24, 2020
 Bainbridge Subdivision No. 11
 Project No. 19-136
 Legal Description
 City of Meridian Sewer and Water Easement

EXHIBIT A

A parcel of land for a City of Meridian Sewer and Water Easement, situated in a portion of the North 1/2 of the Northeast 1/4 and a portion of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada county, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap marking the Northeast corner of said Section 27, which bears S89°17'35"E a distance of 2,647.29 feet from a found aluminum cap marking the North 1/4 corner of said Section 27;

Thence following the northerly line of said Northeast 1/4, N89°17'35"W a distance of 1,687.00 feet to a point;

Thence leaving said northerly line, S00°42'25"W a distance of 245.00 feet to **POINT OF BEGINNING 1.**

Thence S00°42'24"W a distance of 56.00 feet to a point;

Thence N89°17'35"W a distance of 41.50 feet to a point;

Thence 25.92 feet along a circular curve to the left, said curve having a radius of 16.50 feet, a delta angle of 90°00'01", a chord bearing of S45°42'25"W and a chord distance of 23.33 feet to a point;

Thence S00°42'24"W a distance of 561.24 feet to a point hereinafter referred to as **POINT "A"**;

Thence 26.43 feet along a circular curve to the left, said curve having a radius of 16.50 feet, a delta angle of 91°47'34", a chord bearing of S45°11'23"E and a chord distance of 23.70 feet to a point;

Thence 24.22 feet along a reverse curve to the right, said curve having a radius of 1,278.00 feet, a delta angle of 01°05'09", a chord bearing of N89°27'25"E and a chord distance of 24.22 feet to a point;

Thence N90°00'00"E a distance of 16.77 feet to a point;

Thence S00°00'00"E a distance of 56.00 feet to a point;

Thence S90°00'00"W a distance of 16.77 feet to a point;

Thence 13.21 feet along a circular curve to the left, said curve having a radius of 1,222.00 feet, a delta angle of 00°37'10", a chord bearing of S89°41'25"W and a chord distance of 13.21 feet to a point;

Thence S41°27'32"W a distance of 22.45 feet to a point;

Thence S01°21'52"E a distance of 124.66 feet to a point on the northerly right-of-way line of W. Lost Rapids Dr.;

Thence following said northerly right-of-way line the following three (3) courses:

1. 16.00 feet along the arc of a circular curve to the left, said curve having a radius of 1,415.87 feet, a delta angle of 00°38'51", a chord bearing of S87°01'26"W and a chord distance of 16.00 feet to a 5/8-inch rebar;
2. S86°42'00"W a distance of 27.55 feet to a 5/8-inch rebar;
3. 37.52 feet along the arc of a circular curve to the left, said curve having a radius of 1,104.50 feet, a delta angle of 01°56'47", a chord bearing of S85°43'37"W and a chord distance of 37.52 feet to a point;

Thence leaving said northerly right-of-way line, N01°21'52"W a distance of 124.11 feet to a point;

Thence N48°40'09"W a distance of 24.25 feet to a point;

Thence 195.40 feet along the arc of a circular curve to the left, said curve having a radius of 1,222.00 feet, a delta angle of $09^{\circ}09'42''$, a chord bearing of $S79^{\circ}26'45''W$ and a chord distance of 195.19 feet to a point;

Thence $S74^{\circ}51'53''W$ a distance of 93.37 feet to a point;

Thence 625.69 feet along the arc of a circular curve to the right, said curve having a radius of 320.00 feet, a delta angle of $112^{\circ}01'48''$, a chord bearing of $N49^{\circ}07'12''W$ and a chord distance of 530.68 feet to a point;

Thence $N06^{\circ}53'42''E$ a distance of 172.47 feet to a point;

Thence 25.13 feet along the arc of a circular curve to the left, said curve having a radius of 16.50 feet, a delta angle of $87^{\circ}15'37''$, a chord bearing of $N36^{\circ}44'07''W$ and a chord distance of 22.77 feet to a point;

Thence $N80^{\circ}21'55''W$ a distance of 123.89 feet to a point on the easterly right-of-way line of N. Tree Farm Way;

Thence following said easterly right-of-way line, 81.01 feet along the arc of a circular curve to the left, said curve having a radius of 1,922.10 feet, a delta angle of $02^{\circ}24'53''$, a chord bearing of $N09^{\circ}38'03''E$ and a chord distance of 81.00 feet to a point;

Thence leaving said easterly right-of-way line, $S80^{\circ}21'55''E$ a distance of 118.44 feet to a point;

Thence 26.71 feet along the arc of a circular curve to the left, said curve having a radius of 16.50 feet, a delta angle of $92^{\circ}44'23''$, a chord bearing of $N53^{\circ}15'53''E$ and a chord distance of 23.89 feet to a point;

Thence $N06^{\circ}53'42''E$ a distance of 86.06 feet to a point;

Thence 106.05 feet along the arc of a circular curve to the right, said curve having a radius of 72.50 feet, a delta angle of $83^{\circ}48'43''$, a chord bearing of $N48^{\circ}48'03''E$ and a chord distance of 96.85 feet to a point;

Thence $S89^{\circ}17'35''E$ a distance of 324.53 feet to a point;

Thence 35.79 feet along the arc of a circular curve to the right, said curve having a radius of 100.00 feet, a delta angle of $20^{\circ}30'12''$, a chord bearing of $S79^{\circ}02'29''E$ and a chord distance of 35.59 feet to a point;

Thence 286.28 feet along the arc of a reverse curve to the left, said curve having a radius of 400.00 feet, a delta angle of $41^{\circ}00'24''$, a chord bearing of $S89^{\circ}17'35''E$ and a chord distance of 280.21 feet to a point;

Thence 35.79 feet along the arc of a reverse curve to the right, said curve having a radius of 100.00 feet, a delta angle of $20^{\circ}30'12''$, a chord bearing of $N80^{\circ}27'19''E$ and a chord distance of 35.59 feet to a point;

Thence $S89^{\circ}17'35''E$ a distance of 42.87 feet to **POINT OF BEGINNING 1.**

EXCEPTING THEREFROM:

Commencing at a point previously referred to as **POINT "A"**, thence $S84^{\circ}43'59''W$ a distance of 56.30 feet to **POINT OF BEGINNING 2.**

Thence 24.27 feet along the arc of a circular curve to the right, said curve having a radius of 16.50 feet, a delta angle of $84^{\circ}15'31''$, a chord bearing of $S42^{\circ}50'16''W$ and a chord distance of 22.14 feet to a point;

Thence 175.40 feet along the arc of a reverse curve to the left, said curve having a radius of 1,278.00 feet, a delta angle of $07^{\circ}51'49''$, a chord bearing of $S81^{\circ}02'01''W$ and a chord distance of 175.26 feet to a point;

Thence 29.84 feet along the arc of a reverse curve to the right, said curve having a radius of 16.50 feet, a delta angle of $103^{\circ}36'17''$, a chord bearing of $N51^{\circ}05'44''W$ and a chord distance of 25.93 feet to a point hereinafter referred to as **POINT B"**;

Thence $N00^{\circ}42'24''E$ a distance of 573.43 feet to a point;

Thence 28.99 feet along the arc of a circular curve to the right, said curve having a radius of 16.50 feet, a delta angle of $100^{\circ}40'19''$, a chord bearing of $N51^{\circ}02'34''E$ and a chord distance of 25.40 feet to a point;

Thence 169.87 feet along the arc of a reverse curve to the left, said curve having a radius of 456.00 feet, a delta angle of $21^{\circ}20'38''$, a chord bearing of $S89^{\circ}17'35''E$ and a chord distance of 168.89 feet to a point;

Thence 28.99 feet along the arc of a reverse curve to the right, said curve having a radius of 16.50 feet, a delta angle of $100^{\circ}40'18''$, a chord bearing of $S49^{\circ}37'45''E$ and a chord distance of 25.40 feet to a point;

Thence $S00^{\circ}42'24''W$ a distance of 269.67 feet to a point;

Thence $N89^{\circ}17'36''W$ a distance of 142.00 feet to a point;

Thence $S00^{\circ}42'24''W$ a distance of 20.00 feet to a point;

Thence $S89^{\circ}17'36''E$ a distance of 142.00 feet to a point;

Thence $S00^{\circ}42'24''W$ a distance of 253.92 feet to **POINT OF BEGINNING 2.**

ALSO EXCEPTING THEREFROM:

Commencing at a point previously referred to as **POINT "B"**, thence $S67^{\circ}18'37''W$ a distance of 61.02 feet to **POINT OF BEGINNING 3.**

Thence 21.36 feet along the arc of a circular curve to the right, said curve having a radius of 16.50 feet, a delta angle of $74^{\circ}09'29''$, a chord bearing of $S37^{\circ}47'09''W$ and a chord distance of 19.90 feet to a point;

Thence $S74^{\circ}51'53''W$ a distance of 51.67 feet to a point;

Thence 371.65 feet along the arc of a circular curve to the right, said curve having a radius of 264.00 feet, a delta angle of $80^{\circ}39'31''$, a chord bearing of $N64^{\circ}48'21''W$ and a chord distance of 341.71 feet to a point;

Thence $S89^{\circ}17'35''E$ a distance of 372.68 feet to a point hereinafter referred to as **POINT "C"**;

Thence $S00^{\circ}42'24''W$ a distance of 111.66 feet to **POINT OF BEGINNING 3.**

ALSO EXCEPTING THEREFROM:

Commencing at a point previously referred to as **POINT "C"**,

Thence $N00^{\circ}42'24''E$ a distance of 20.00 feet to **POINT OF BEGINNING 4.**

Thence $N89^{\circ}17'35''W$ a distance of 94.00 feet to a point;

Thence $N00^{\circ}42'24''E$ a distance of 256.00 feet to a point;

Thence $N89^{\circ}17'36''W$ a distance of 20.00 feet to a point;

Thence $S00^{\circ}42'24''W$ a distance of 256.00 feet to a point;

Thence $N89^{\circ}17'35''W$ a distance of 267.10 feet to a point;

Thence 122.84 feet along the arc of a circular curve to the right, said curve having a radius of 264.00 feet, a delta angle of $26^{\circ}39'39''$, a chord bearing of $N06^{\circ}26'08''W$ and a chord distance of 121.74 feet to a point;

Thence $N06^{\circ}53'42''E$ a distance of 272.79 feet to a point;

Thence $S89^{\circ}17'35''E$ a distance of 224.83 feet to a point;

Thence $N00^{\circ}42'25''E$ a distance of 20.00 feet to a point;

Thence $N89^{\circ}17'35''W$ a distance of 222.66 feet to a point;

Thence $N06^{\circ}53'42''E$ a distance of 79.74 feet to a point;

Thence 24.14 feet along the arc of a circular curve to the right, said curve having a radius of 16.50 feet, a delta angle of $83^{\circ}48'43''$, a chord bearing of $N48^{\circ}48'03''E$ and a chord distance of 22.04 feet to a point;

Thence $S89^{\circ}17'35''E$ a distance of 323.16 feet to a point;

Thence 25.92 feet along the arc of a circular curve to the right, said curve having a radius of 16.50 feet, a delta angle of 89°59'59", a chord bearing of S44°17'35"E and a chord distance of 23.33 feet to a point; Thence S00°42'24"W a distance of 489.50 feet to **POINT OF BEGINNING 4**.

Said easement description contains 5.356 acres, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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



CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	16.50'	25.92'	90°00'01"	S45°42'25"W	23.33'
C2	16.50'	26.43'	91°47'34"	S45°11'23"E	23.70'
C3	1278.00'	24.22'	1°05'09"	N89°27'25"E	24.22'
C4	1222.00'	13.21'	0°37'10"	S89°41'25"W	13.21'
C5	1415.87'	16.00'	0°38'51"	S87°01'26"W	16.00'
C6	1104.50'	37.52'	1°56'47"	S85°43'37"W	37.52'
C7	1222.00'	195.40'	9°09'42"	S79°26'45"W	195.19'
C8	320.00'	625.69'	112°01'48"	N49°07'12"W	530.68'
C9	16.50'	25.13'	87°15'37"	N36°44'07"W	22.77'
C10	1922.10'	81.01'	2°24'53"	N9°38'03"E	81.00'
C11	16.50'	26.71'	92°44'23"	N53°15'53"E	23.89'
C12	72.50'	106.05'	83°48'43"	N48°48'03"E	96.85'
C13	100.00'	35.79'	20°30'12"	S79°02'29"E	35.59'
C14	400.00'	286.28'	41°00'24"	S89°17'35"E	280.21'
C15	100.00'	35.79'	20°30'12"	N80°27'19"E	35.59'
C16	16.50'	24.27'	84°15'31"	S42°50'16"W	22.14'
C17	1278.00'	175.40'	7°51'49"	S81°02'01"W	175.26'
C18	16.50'	29.84'	103°36'17"	N51°05'44"W	25.93'
C19	16.50'	28.99'	100°40'19"	N51°02'34"E	25.40'
C20	456.00'	169.87'	21°20'38"	S89°17'35"E	168.89'
C21	16.50'	28.99'	100°40'18"	S49°37'45"E	25.40'
C22	16.50'	21.36'	74°09'29"	S37°47'09"W	19.90'
C23	264.00'	371.65'	80°39'31"	N64°48'21"W	341.71'
C24	264.00'	122.84'	26°39'39"	N62°6'08"W	121.74'
C25	16.50'	24.14'	83°48'43"	N48°48'03"E	22.04'
C26	16.50'	25.92'	89°59'59"	S44°17'35"E	23.33'

CURVE TABLE

LINE	BEARING	DISTANCE
L1	SO°42'24"W	56.00
L2	N89°17'35"W	41.50
L3	N90°00'00"E	16.77
L4	SO°00'00"E	56.00
L5	S90°00'00"W	16.77
L6	S41°27'32"W	22.45
L7	S86°42'00"W	27.55
L8	N48°40'09"W	24.25
L9	N6°53'42"E	86.06
L10	S89°17'35"E	42.87
L11	S84°43'59"W	56.30
L12	N89°17'36"W	142.00
L13	SO°42'24"W	20.00
L14	S89°17'36"E	142.00
L15	S67°18'37"W	61.02
L16	S74°51'53"W	51.67
L17	SO°42'24"W	111.66
L18	NO°42'24"E	20.00
L19	N89°17'35"W	94.00
L20	N89°17'36"W	20.00
L21	NO°42'25"E	20.00
L22	N6°53'42"E	79.74

LINE TABLE

**EXHIBIT B - Meridian Sewer and Water Easement
Bainbridge Subdivision No. 11**

Portion of N 1/2 of NE 1/4 and the E 1/2 of NE 1/4 of NW 1/4 of
Section 27, T4N, R1W, B.M., City of Meridian, Ada County, ID

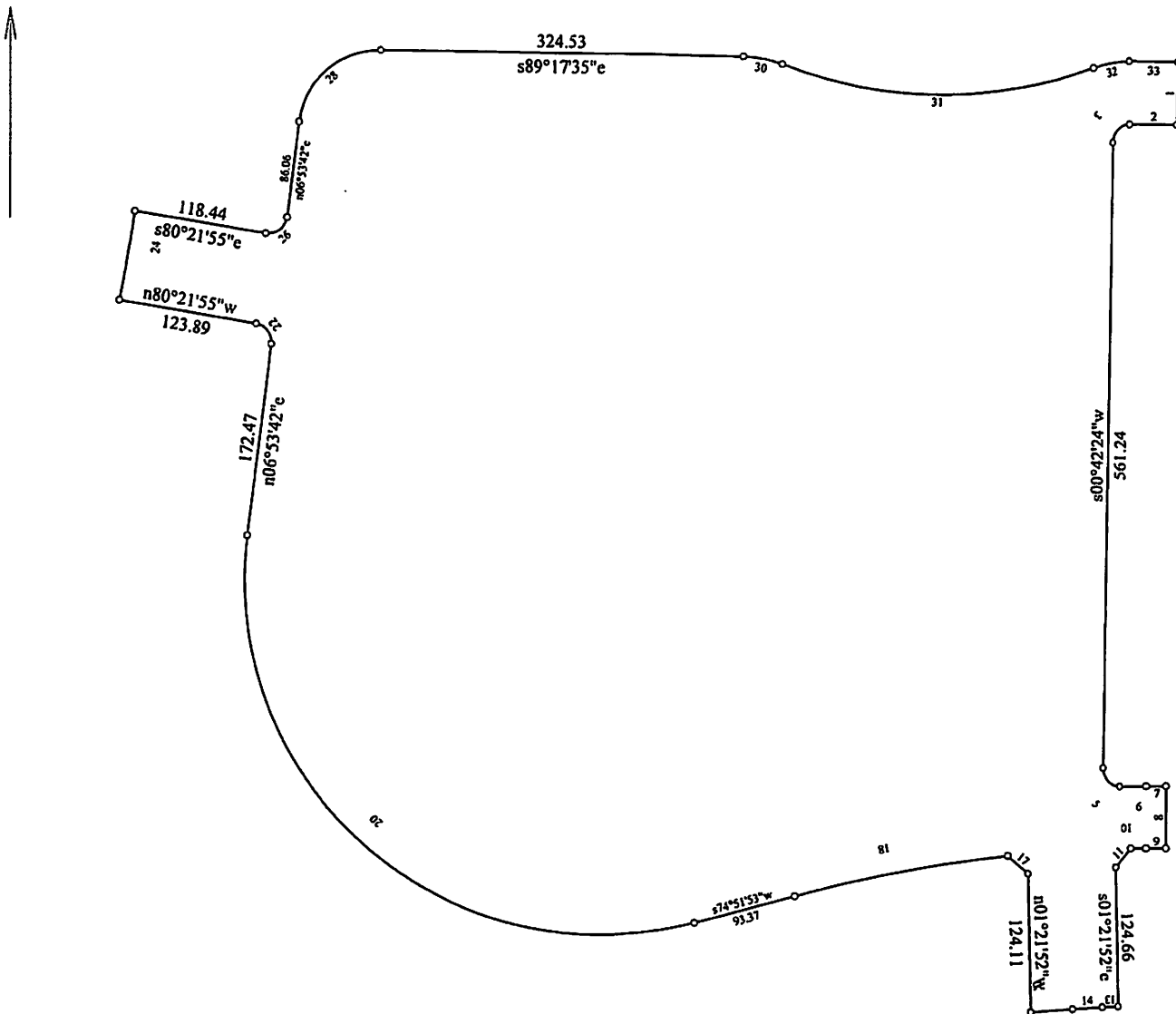


9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

SHEET: 2 OF 2

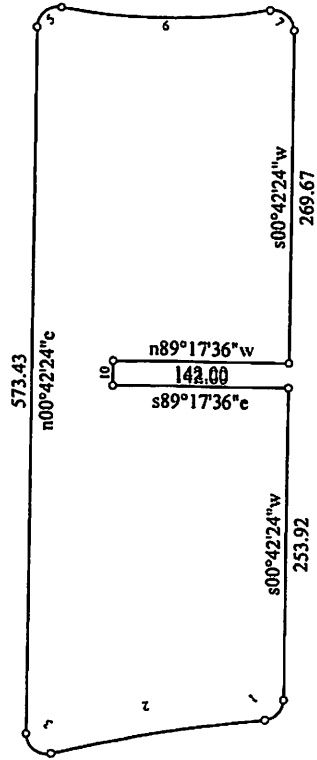
DATE: JULY 2020
PROJECT: 19-136

Item #8.



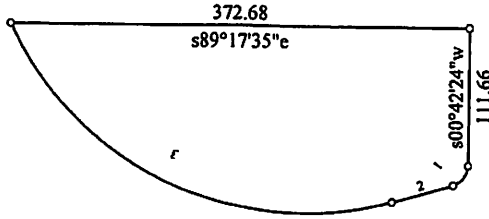
Title:		Date: 07-24-2020
Scale: 1 inch = 150 feet	File:	
Tract 1: 13.299 Acres: 579301 Sq Feet: Closure = n73.1704w 0.01 Feet: Precision = 1/282849: Perimeter = 3594 Feet		
001=s00.4224w 56.00 002=n89.1735w 41.50 003: Lt, R=16.50, Delta=90.0001 Bng=s45.4225w, Chd=23.33 004=s00.4224w 561.24 005: Lt, R=16.50, Delta=91.4734 Bng=s45.1123e, Chd=23.70 006: Rt, R=1278.00, Delta=01.0509 Bng=n89.2725e, Chd=24.22 007=n90.0000e 16.77 008=s00.0000e 56.00 009=s90.0000w 16.77 010: Lt, R=1222.00, Delta=00.3710 Bng=s89.4125w, Chd=13.21 011=s41.2732w 22.45 012=s01.2152e 124.66	013: Lt, R=1415.87, Delta=00.3851 Bng=s87.0126w, Chd=16.00 014=s86.4200w 27.55 015: Lt, R=1104.50, Delta=01.5647 Bng=s85.4337w, Chd=37.52 016=n01.2152w 124.11 017=n48.4009w 24.25 018: Lt, R=1222.00, Delta=09.0942 Bng=s79.2645w, Chd=195.19 019=s74.5153w 93.37 020: Rt, R=320.00, Delta=112.0148 Bng=n49.0712w, Chd=530.68 021=n06.5342e 172.47 022: Lt, R=16.50, Delta=87.1537 Bng=m36.4407w, Chd=22.77 023=n80.2155w 123.89 024: Lt, R=1922.10, Delta=02.2453 Bng=n09.3803e, Chd=81.00	025=s80.2155e 118.44 026: Lt, R=16.50, Delta=92.4423 Bng=m53.1553e, Chd=23.89 027=n06.5342e 86.06 028: Rt, R=72.50, Delta=83.4843 Bng=m48.4803e, Chd=96.85 029=s89.1735e 324.53 030: Rt, R=100.00, Delta=20.3012 Bng=s79.0229e, Chd=35.59 031: Lt, R=400.00, Delta=41.0024 Bng=s89.1735e, Chd=280.21 032: Rt, R=100.00, Delta=20.3012 Bng=m80.2719e, Chd=35.59 033=s89.1735e 42.87

Item #8.



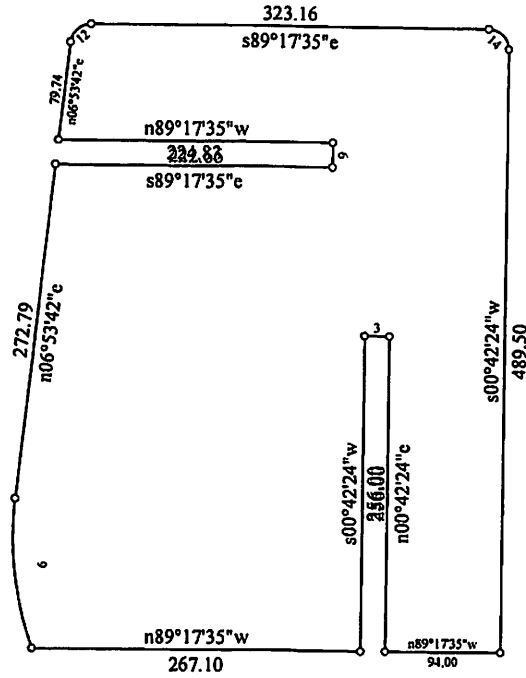
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Scale: 1 inch = 150 feet	File:	
Tract 1: 2.725 Acres: 118706 Sq Feet: Closure = s08.0145e 0.01 Feet: Precision =1/170122: Perimeter = 1858 Feet		
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Item #8.



Title:		Date: 07-24-2020
Scale: 1 inch = 150 feet	File:	
Tract 1: 1.030 Acres: 44864 Sq Feet: Closure = n35.5548w 0.00 Feet: Precision = 1/263990: Perimeter = 929 Feet		
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Item #8.



Title:		Date: 07-24-2020
Scale: 1 inch = 150 feet	File:	
Tract 1: 4.188 Acres: 182415 Sq Feet: Closure = n04.5840e 0.01 Feet: Precision =1/324664: Perimeter = 2699 Feet		
001=n89.1735w 94.00	007=n06.5342e 272.79	013=s89.1735e 323.16
002=n00.4224e 256.00	008=s89.1735e 224.83	014: Rt, R=16.50, Delta=89.5959 Bng=44.1735e, Chd=23.33
003=n89.1736w 20.00	009=n00.4225e 20.00	015=s00.4224w 489.50
004=s00.4224w 256.00	010=n89.1735w 222.66	
005=n89.1735w 267.10	011=n06.5342e 79.74	
006: Rt, R=264.00, Delta=26.3939 Bng=n06.2608w, Chd=121.74	012: Rt, R=16.50, Delta=83.4843 Bng=n48.4803e, Chd=22.04	



AGENDA ITEM

ITEM TOPIC: Findings of Fact, Conclusions of Law for Villas at Twelve Oaks East (H-2020-0014) by Jim Jewett, Located at 115 S. Linder Rd.

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



In the Matter of the Request for a Modification to the Development Agreement (Inst. #2016-095715) for the Associated Development to the West to Include the Subject Property and Proposed Development Plan in the Agreement and Removal of the Provision Requiring an 8-Foot Tall Concrete Fence to be Constructed, by Jim Jewett.

Case No(s). H-2020-0014

For the City Council Hearing Date of: August 4, 2020 (Findings on August 18, 2020)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 4, 2020, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 4, 2020, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 4, 2020, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 4, 2020, 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. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
4. That the City has granted an order of denial 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.

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 and Annexation is hereby denied per the Findings in the Staff Report for the hearing date of August 4, 2020,

D. Notice of Final Action and Right to Regulatory Takings Analysis

1. The Applicant is hereby notified that pursuant to Idaho Code 67-8003, denial of a development application entitles the Owner to request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.
2. **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.

E. Attached: Staff Report for the hearing date of August 4, 2020

By action of the City Council at its regular meeting held on the _____ day of _____, 2020.

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.

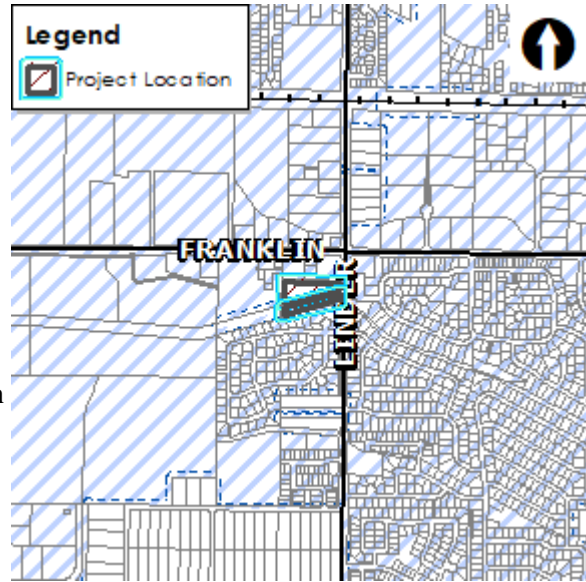
By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: August 4, 2020
 DATE: *Continued from: July 7, 2020*
 TO: Mayor & City Council
 FROM: Sonya Allen, Associate Planner
 208-884-5533
 SUBJECT: H-2020-0014
 Villas at Twelve Oaks East – MDA, AZ
 LOCATION: 115 S. Linder Rd. in the NE ¼ of Section 14, Township 3N., Range 1W.



I. PROJECT DESCRIPTION

Annexation of 6.63 acres of land with a TN-R zoning district; and modification to the existing Development Agreement (Inst. #2016-095715) for the associated development to the west to include the subject property and proposed development plan in the agreement, and removal of the provision requiring an 8-foot tall concrete fence to be constructed.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	4.59	
Future Land Use Designation	Commercial	
Existing Land Use	Single-family residential (SFR) and agricultural	
Proposed Land Use(s)	Multi-family residential (MFR)	
Current Zoning	R1 in Ada County	
Proposed Zoning	TN-R (Traditional Neighborhood – Residential)	
Lots (# and type; bldg/common)	NA (property is not proposed to be subdivided)	
Phasing plan (# of phases)	1	
Number of Residential Units (type of units)	64 multi-family apartment units	
Density (gross & net)	13.94 gross/14.12 net	
Open Space (acres, total [%] / buffer / qualified)	1.59 of an acre (34.6%)	

Amenities	10' wide multi-use pathway	
Physical Features (waterways, hazards, flood plain, hillside)	The Ten Mile Creek runs along the southern boundary of this site	
Neighborhood meeting date; # of attendees:	October 17, 2019; 7 attendees	
History (previous approvals)	AZ-05-056 (Hark's Canyon Creek Subdivision DA Inst. #106180812); MDA-13-008 (1 st Addendum to DA Inst. 113103818); H-2016-0100 (2 nd Addendum to DA Inst. #2016-095715)	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
• Staff report (yes/no)	Yes	
• Requires ACHD Commission Action (yes/no)	No	
• Existing Conditions	Linder Rd. is improved with 2/3-travel lanes, between 32-33' of pavement, and no curb, gutter or sidewalk abutting this site. There is 55' of ROW for Linder Rd. (25' from centerline).	
• CIP/IFYWP	<p>Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):</p> <ul style="list-style-type: none"> Linder Road is currently under construction to be widened to 5-lanes from Franklin Road to Pine Avenue. Linder Road is listed in the CIP to be widened to 5-lanes from Franklin Road to Overland Road between 2031 and 2035. This is to be a joint project with ITD. The intersection of Franklin Road and Linder Road is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes east, and 7-lanes on the west leg, and signalized between 2021 and 2025. 	

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	One (1) 25' wide driveway access is proposed via S. Linder Rd., an arterial street	
Traffic Level of Service	Acceptable (Better than "E") – Franklin & Linder Roads	
Stub Street/Interconnectivity/Cross Access	A cross-access easement exists to this site from the property to the north. A driveway at the site's west boundary is proposed to be extended through the site to Linder Rd.	
Existing Road Network	None	
Existing Arterial Sidewalks / Buffers	None	
Proposed Road Improvements	None	

Fire Service		
• Distance to Fire Station	2.3 miles from Fire Stations #1	
• Fire Response Time	Falls within 5 minute response time	
• Resource Reliability	75% for Fire Station #1; does <i>not</i> meet the target goal of 80% or greater	
• Risk Identification	Risk factor of 2 – current resources would <i>not</i> be adequate to supply service to this project (see comments in Section VIII.C)	
• Accessibility	Project meets all required access, road widths and turnarounds	
• Special/resource needs	An aerial device is required; the closest truck company is 4 minutes travel time (under ideal conditions) – Fire Dept. can meet this need in the required timeframe.	
• Water Supply	Requires 1,500 gallons per minute for 2 hours; may be less if building is fully sprinklered, which all are proposed to be	
• Other Resources	NA	

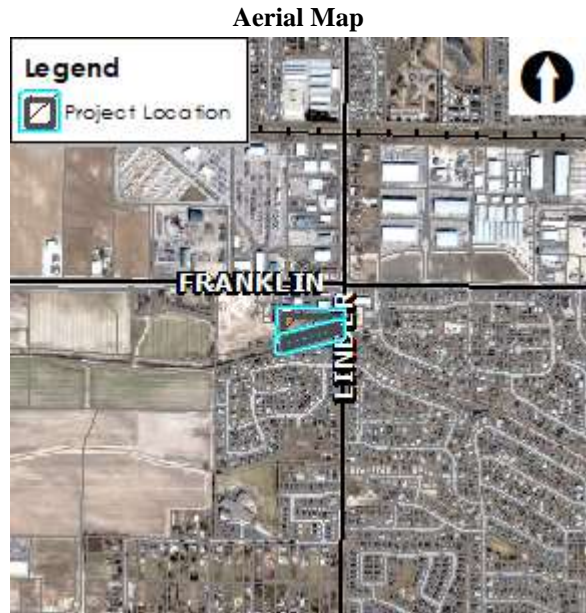
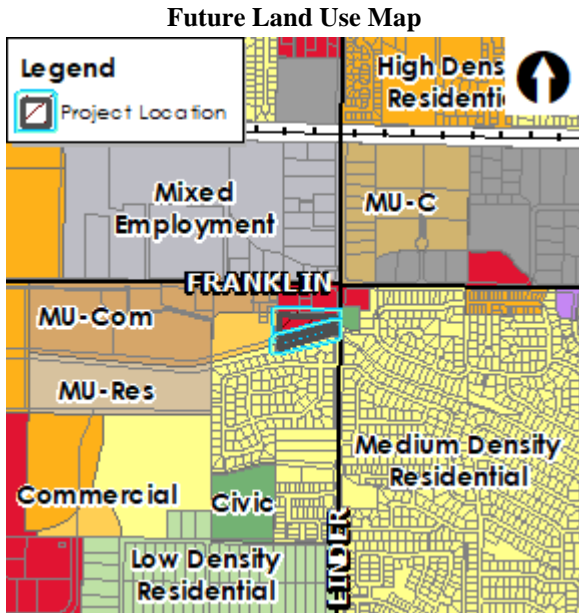
Police Service		
• Distance to Police Station	2.5 miles	
• Police Response Time	3:5 minutes	
• Calls for Service	577 within a mile of site (3/1/2019 – 2/29/2020)	
• Accessibility	No issues with the proposed access	
• Specialty/resource needs	No additional resources are required at this time; the PD already services the area	
• Crimes	67 within a mile of site (3/1/2020 – 2/29/2020)	
• Crashes	26 within a mile of site (3/1/2020 – 2/29/2020)	

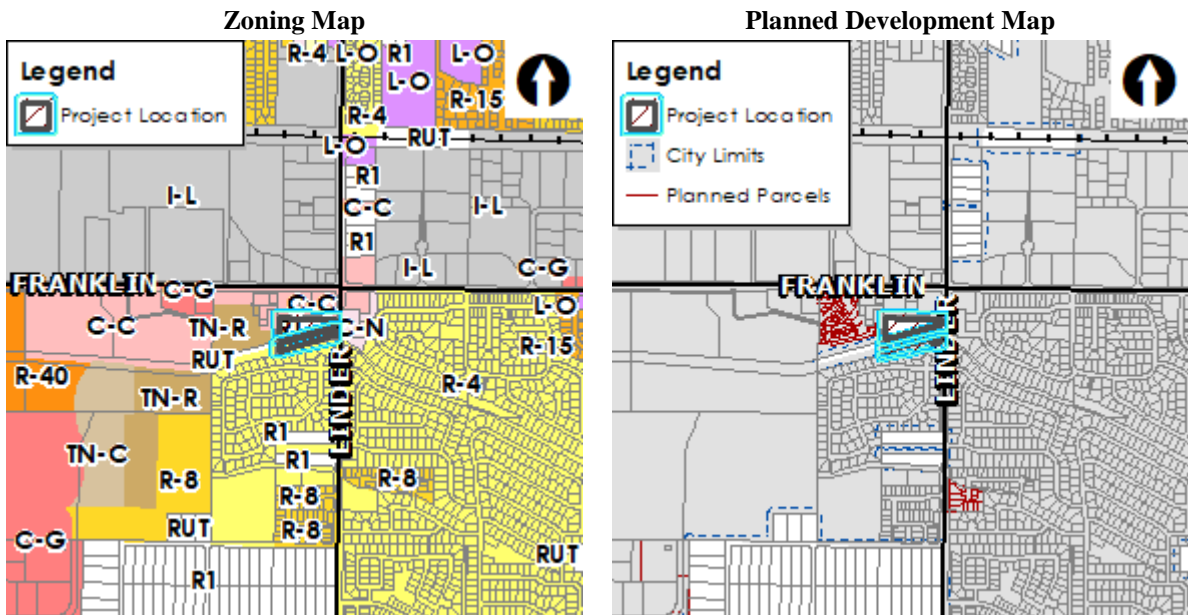
West Ada School District			
1. Distance (elem, ms, hs)		Enrollment	Capacity
			Miles (Dev. to School)
	Peregrine Elementary	562	650
	Meridian Middle School	1192	1250
	Meridian High School	1965	2400
2. Capacity of Schools			
3. # of Students Enrolled	Due to the abundant amount of growth in the area, West Ada is actively building new schools, and boundaries are always changing. These future students could potentially attend Pleasant View Elementary, and Owyhee High School.		
4. # of students predicted for this development	51		

Wastewater		
• Distance to Sewer Services	Directly adjacent	
• Sewer Shed	Ten Mile Trunkshed	
• Estimated Project Sewer ERU's	See application	
• WRRF Declining Balance	13.9	
• Project Consistent with WW Master Plan/Facility Plan	Yes	

<ul style="list-style-type: none"> • Impacts/Concerns 	<p>Per the Sanitary Sewer Master Plan, this parcel is supposed to connect to sewer on the property to the north and ultimately to W. Franklin Rd. The current configuration has sewer going to the west. Under this configuration the sewage is pumped through two lift stations. It is unknown if the lift stations can handle the extra load. The City wants to avoid sending the waste to the west and through the lift stations. Please direct sewage to the north as shown in the master plan.</p>	
Water		
<ul style="list-style-type: none"> • Distance to Water Services 	Directly adjacent	
<ul style="list-style-type: none"> • Pressure Zone 	2	
<ul style="list-style-type: none"> • Estimated Project Water ERU's 	See application	
<ul style="list-style-type: none"> • Water Quality Concerns 	None	
<ul style="list-style-type: none"> • Project Consistent with Water Master Plan 	Yes	
<ul style="list-style-type: none"> • Impacts/Concerns 	None	

C. Project Maps





III. APPLICANT INFORMATION

A. Applicant:

Jim Jewett – 776 Riverside Dr., Ste. 204, Eagle, ID 83616

B. Owner:

Same as Applicant

C. Representative:

Josh Beach, Sawtooth Land Surveying – 2030 S. Washington Ave., Emmett, ID 83617

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	5/15/2020	6/19/2020
Radius notification mailed to property owners within 300 feet	5/13/2020	6/16/2020
Public hearing notice sign posted on site	5/20/2020	6/25/2020
Nextdoor posting	5/13/2020	6/16/2020

V. COMPREHENSIVE PLAN ANALYSIS

LAND USE:

This property is designated Commercial on the Future Land Use Map in the [Comprehensive Plan](#) .

The Commercial designation will provide a full range of commercial uses to serve area residents and visitors. Desired uses may include retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses. Multi-family residential may be allowed in some cases, but should be careful to promote a high quality of life through thoughtful site design, connectivity, and amenities.

The proposed high density multi-family development will provide housing options in close proximity to the rapidly developing Ten Mile area where employment uses are planned to develop. The proposed project is an extension of the Villas at Twelve Oaks project to the west and will share amenities and common open space. A segment of the City’s multi-use pathway system is planned along the southern boundary of the site adjacent to the Ten Mile Creek which will provide a pedestrian connection from Linder Rd. to the west to the future employment uses in the Ten Mile area.

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

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

The proposed high density multi-family apartment units will contribute to the variety of residential categories in the City and in close proximity to the Ten Mile area as desired.

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

City water and sewer service is available and can be extended by the developer with development in accord with UDC 11-3A-21.

- “Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.” (2.01.01G)

Only one housing type (i.e. mutli-family apartments) is proposed in this development which contributes to the variety of housing types in this area. In the abutting Villas at Twelve Oaks project, duplex style and 8- and 12-plex multi-family apartments were approved.

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

The proposed multi-family residential use and site design should be compatible with multi-family uses to the west, commercial uses to the north and single-family residential uses to the east across Linder Rd.

- “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 proposed to be provided to and though this development in accord with current City plans.

- “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 required to be provided with development.

- “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.” (3.03.03)

The proposed development plan is consistent with the City’s vision in terms that multi-family residential uses are proposed which are an allowed use in the Commercial FLUM designation. Public services and infrastructure are proposed to be provided.

In summary, Staff believes the proposed development plan is generally consistent with the vision of the Comprehensive Plan for this area.

VI. STAFF ANALYSIS

A. ANNEXATION & ZONING

The Applicant requests annexation of 6.63 acres of land with a TN-R (Traditional Neighborhood – Residential) zoning district. A conceptual site plan and building elevations were submitted showing how the property is planned to develop with 65 multi-family apartment units; this project is planned to be an extension of the multi-family project (Villas at Twelve Oaks) in the development process on the adjacent property to the west (see Section VIII.C, D).

Multi-family developments are listed as a principal permitted use in the TN-R district per UDC Table 11-2D-2. All future development is subject to the dimensional standards listed in UDC Table 11-2D-6 for the TN-R zoning district. There is an existing home on the site that is proposed to be retained and used as an additional rental/manager’s unit.

The site plan depicts access to the proposed development via the extension of a driveway at the west boundary of the site and via S. Linder Rd. A non-exclusive vehicular/pedestrian ingress-egress easement (Inst. 113099953) exists to this site from the property to the north that is located approximately 145.3 feet from the west end of the concrete fence along the north boundary; there is an existing 8-foot tall concrete wall constructed on the property line that prevents access between the properties. **To facilitate connectivity between the residential project and the abutting commercial development, the Applicant should remove a small section of the wall (up to 24.5 feet in width as allowed by the easement) to allow for a pedestrian connection to be provided as a provision of the amended Development Agreement (DA).**

Because this property is proposed to be included as part of the multi-family development to the west, the overall common open space and site amenities should comply with the minimum standards listed in UDC 11-3G-3 and 11-4-3-27. Staff has verified the overall common open space and site amenities exceed the minimum UDC standards. To ensure common open space and site amenities are shared between the two sites, Staff recommends a DA provision is included requiring such.

The Pathways Master Plan depicts a segment of the City’s regional pathway on this site along the north side of the Ten Mile Creek and along the west side of S. Linder Rd. The pathway along the creek is planned to eventually provide a pedestrian connection between Linder and Ten Mile Roads. With the original Twelve Oaks project to the west, a pedestrian bridge was required to be constructed across the creek for a connection from the residential neighborhood (Whitestone Estate Subdivision) to the south to the north to Franklin Rd. Because the Pathways Plan at that time didn’t depict an east/west pathway along the creek, a pathway was not required between the east and west boundaries. **In order to facilitate**

an east/west pathway connection between Linder and Ten Mile Roads and the Ten Mile area, Staff recommends a 10-foot wide pathway is constructed on the overall Twelve Oaks project in accord with the Plan as a provision of the amended DA.

With development, a minimum 25-foot wide street buffer is required to be constructed along Linder Rd., landscaped per the standards listed in UDC 11-3B-7C. **Typically, a detached sidewalk would be required within the street buffer along Linder Rd., an arterial street, per UDC 11-3A-17; however, because a segment of the City’s multi-use pathway is planned from the creek to the north, Staff recommends a detached 10-foot wide concrete pathway is constructed in lieu of a sidewalk in this location. The sidewalk south of the creek along Linder Rd. may be constructed in the future with the bridge widening project; ACHD is requiring a road trust for those improvements.**

Conceptual building elevations were submitted that are the same as those being constructed in the original Villas at Twelve Oaks development; no changes are proposed to the elevations in the DA (see Section VIII.D). All future structures are required to comply with the design standards listed in the Architectural Standards Manual. Detailed review of the elevations for compliance with these standards will take place with the Certificate of Zoning Compliance and Design Review application prior to application for building permits.

Based on the analysis above in Section V, Staff is of the opinion the requested annexation with the TN-R zoning and proposed development is consistent with the Commercial FLUM designation for this site and uses desired in this area.

The proposed annexation area is contiguous to City annexed property and is within the Area of City Impact Boundary. A legal description and exhibit map for the annexation area is included in Section VIII.A. Additional land on the north side of the creek on the adjacent Villas at Twelve Oaks property to the west that was inadvertently not included in the previous annexation boundary legal description is included in the proposed annexation boundary to clean up the zoning in this area.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. Because a DA exists on the associated project to the west, the Applicant proposes to amend that agreement to include the subject property rather than enter into a new agreement just for this property (see analysis below). **Staff recommends additional provisions are included in the amended DA as mentioned above as a provision of annexation of this property.**

B. DEVELOPMENT AGREEMENT MODIFICATION

A modification to the existing Development Agreement (Inst. #2016-095715) is proposed to include the subject property and proposed overall conceptual development plan in the agreement, and removal of the provision requiring an 8-foot tall concrete fence to be constructed (provision #6.1.9.). A legal description for the overall property proposed to be included in the DA is attached in Section VIII.B.

The concrete fence/wall was previously required along the east boundary of the original Villas at Twelve Oaks multi-family project to buffer the previous rural residential use on the property proposed to be annexed with this application. Because the residential property is now owned by the same developer as the adjacent project, a fence/wall is no longer needed as a buffer as the project is proposed to be integrated as one development with shared common areas and amenities.

Staff is in favor of the proposed modification to the DA with the added provisions noted in Section VI.A.

VII. DECISION

A. Staff:


Staff recommends approval of the proposed Annexation & Zoning and amendment to the Development Agreement per the provisions in Section VIII in accord with the Findings in Section IX.

- B. The Meridian Planning & Zoning Commission heard this item on June 4, 2020. At the public hearing, the Commission moved to recommend approval of the subject AZ request.
1. Summary of Commission public hearing:
 - a. In favor: Josh Beach, Sawtooth Land Surveying (Applicant's Representative)
 - b. In opposition: None
 - c. Commenting: Chad Heron
 - d. Written testimony: Josh Beach, Applicant's Representative
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
 2. Key issue(s) of public testimony:
 - a. The Applicant is in agreement with the staff report except for condition #B.1.2, which requires sewer to connect to the north in accord with the Master Plan rather than to the west as proposed - *The Public Works Department has re-evaluated the applicant's proposed sanitary sewer routing, as well as previous email correspondence with the applicant on the topic of routing, and finds that the current proposal is acceptable. Therefore, staff recommends the following language to replace that currently in condition #B.1.2: "The applicant shall be responsible to determine whether adequate capacity exists in the receiving sewer system, including two lift stations, to accept the additional flow from this development. If upgrades are necessary, the applicant shall be responsible for all costs associated with said upgrades."*
 - b. Concern pertaining to traffic in regard to the amount of accesses via Linder Rd. in this area combined with not enough access/interconnectivity in the adjacent development to the south (Whitestone Estates) with only one way in and one way out.
 3. Key issue(s) of discussion by Commission:
 - a. In favor of the proposed 2-story (rather than 3-story) structures as they're more compatible with adjacent residential and commercial structures; the inclusion of this site in the adjacent development and common open space & site amenities proposed for the overall development; parking in excess of UDC standards; and provision of a pedestrian connection to the north.
 4. Commission change(s) to Staff recommendation:
 - a. Modification to condition #B.1.2 in Section IX as requested by the Applicant with the language recommended by Staff.
 5. Outstanding issue(s) for City Council:
 - a. None
- C. The Meridian City Council heard these items on July 7, and August 4, 2020.
1. Summary of the City Council public hearing:
 - a. In favor: Jim Jewett, Applicant; Jeffrey Hall
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: Clint Dolsby
 2. Key issue(s) of public testimony:
 - a. Testimony from Jeffrey Hall that commercial really isn't a viable option for development of this property.
 3. Key issue(s) of discussion by City Council:
 - a. Clarification of condition #B.1.2 that the Public Work's Dept. should make the determination if upgrades are necessary to the receiving sewer system based on the

- Applicant's findings (and Public Work's concurrence with their findings) on whether adequate capacity exists in the system:
- b. The retention of the existing home as a rental or manager's unit – preference for it to be removed as it's not aesthetically consistent with the rest of the development and replaced with common area with an amenity and/or parking;
 - c. Desire for commercial uses to be developed in whole on the property or along just the frontage of Linder Rd. where the existing home is located.
 - d. City Council asked the Applicant to consider commercial uses on a portion of the development and to come back to Council on Aug. 4th to discuss.
 - e. Question to Staff if qualified open space is proposed in accord with UDC standards for overall development (answer is yes).
 - f. Opinion that commercial/office development is a more appropriate use and transition in this area especially with future construction of an overpass on Linder Rd. over I-84 - not in favor of the property developing with all multi-family residential uses as proposed.
4. City Council change(s) to Commission recommendation:
- a. The City Council voted unanimously to deny the AZ application and consequently the MDA application based on the opinion that it's not in the best interest of the City to annex the property with the proposed multi-family residential development plan; their opinion was that commercial/office uses are more appropriate to develop on this property rather than more residential. Since the annexation was denied, the existing home can remain.

VIII. EXHIBITS

A. Annexation & Zoning Legal Description and Exhibit Map



Sawtooth Land Surveying, LLC

2030 S. Washington Ave. Emmett, ID 83617 F: (208) 398-8104 F: (208) 398-8106	1044 Northwest Blvd., Ste. G Coeur d'Alene, ID 83814 F: (208) 714-4844 F: (208) 292-4463	141 1 st Avenue East Jerome, ID 83338 F: (208) 329-8303 F: (208) 324-3821
---	---	---

March 4, 2020
Annexation Legal Description

BASIS OF BEARING for this description is South 89°13'17" East between a 5/8" rebar marking the N1/4 corner of Section 14 and a brass cap marking the section corner common to Sections 11, 12, 13 and 14, both in T 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land being a portion of Lot 6, Block 1 of Van Hees Subdivision as shown in Book 12 of Plats, at Page 688, Ada County Records and a portion of the Ten Mile Drain, located in the NE1/4 of the NE1/4 of Section 14, T. 3 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar cap marking the N1/4 corner of said Section 14;

Thence South 89°13'17" East, coincident with the north line of the NE1/4 of the NE1/4 of said Section 14, a distance of 1993.41 feet;

Thence South 0°33'43" West, coincident with the west line of Lot 1, Block 1, of said Van Hees Subdivision, 296.60 feet to the NW corner of said Lot 6, Block 1, of Van Hees Subdivision and the **POINT OF BEGINNING**;

Thence South 89°13'17" East, coincident with the north line of said Lot 6, Block 1, of Van Hess Subdivision, 664.51 feet to the centerline of S. Linder Road;

Thence South 0°33'08" West, coincident with said centerline of S. Linder Road, 233.15 feet;

Thence North 89°26'52" West 24.99 feet;

Thence 37.45 feet along arc of said curve and coincident with said south bank of the Ten Mile Drain, having radius of 76.40 feet, a central angle of 28°04'59", subtended by a chord bearing, South 89°18'15" West, 37.07 feet;

Thence South 75°15'46" West, coincident with the north line of Whitestone Estates Subdivision, 624.62 feet to a 5/8" rebar PLS 972;

Thence South 75°07'43" West, coincident with said north line of Whitestone Estates Subdivision, 689.45 feet;

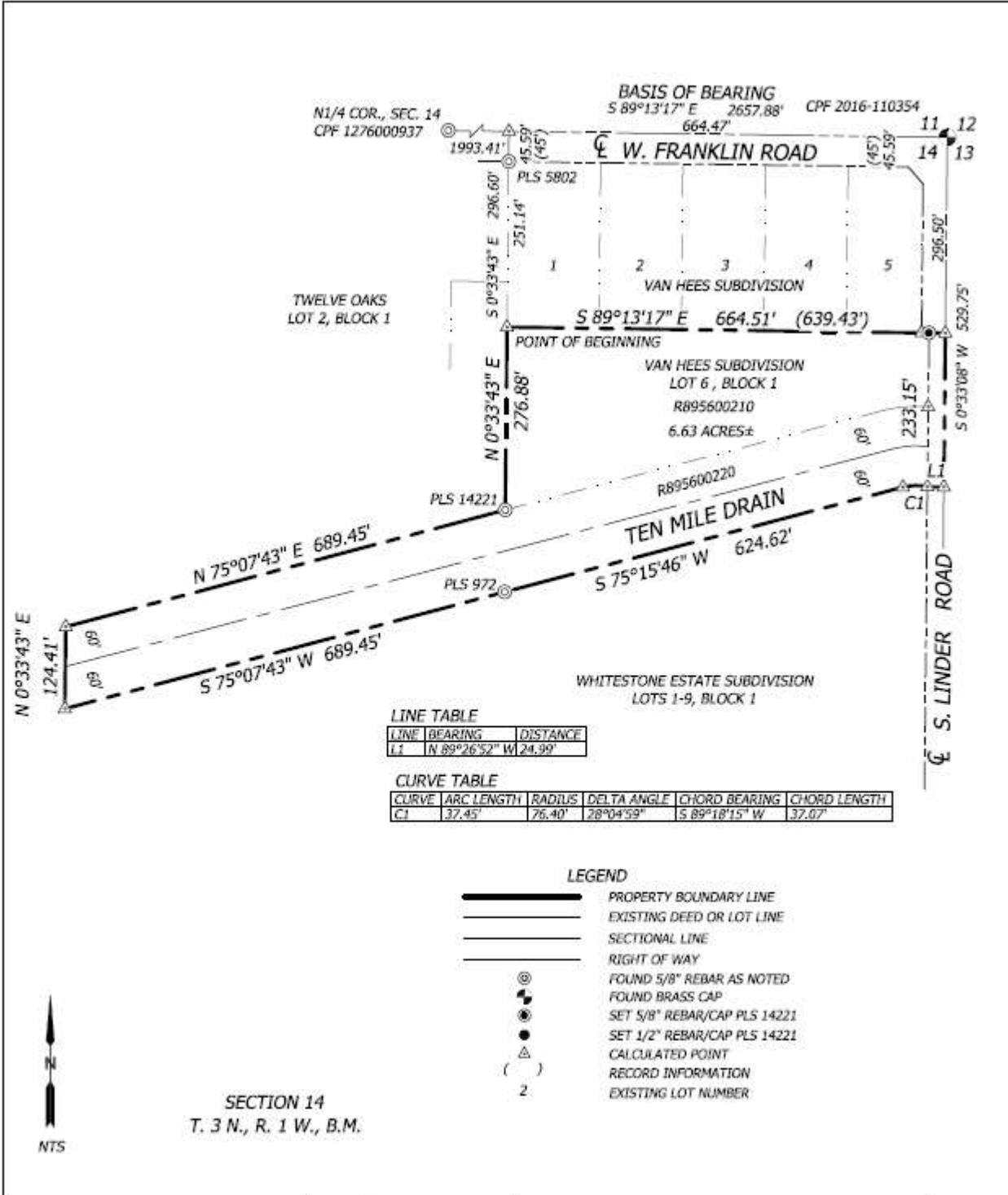
Thence North 0°33'43" East, 124.41 feet;

Thence North 75°07'43" East, 689.45 feet;

Thence North 0°33'43" East, 276.88 feet to the **POINT OF BEGINNING**;

The above described parcel contains 6.63 acres, more or less.

Page | 1 P:\2019\19393-TWELVE OAKS EXPANSION\Survey\Drawings\Descriptions\19393 annexation legal REV 1.docx



PROJECT: VILLAS AT TWELVE OAKS ANNEXATION EXHIBIT MERIDIAN, IDAHO	OWNER/DEVELOPER: OPEN DOOR RENTALS LLC	2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 19393-EX
	DATE: 3/4/2020		PROJECT # 19393
			SHEET 1 OF 1

B. Legal Description & Exhibit Map for Property to be Included in Amended Development Agreement



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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March 12, 2020
Development Legal Description

BASIS OF BEARING for this description is South 89°13'17" East between an aluminum cap marking the N1/4 corner of Section 14 and a brass cap marking the section corner common to Sections 11, 12, 13 and 14, located in T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land being Lots 1 and 2, Block 1 of Twelve Oaks Subdivision as shown in Book 108 of Plats, at Page 15179 and a portion of Lot 6, Block 1 of Van Hees Subdivision as shown in Book 12 of Plats, at Page 688, Ada County Records and a portion of the Ten Mile Drain, located in the NE1/4 of the NE1/4 of Section 14, T. 3 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap marking the N1/4 corner of said Section 14;

Thence South 89°13'17" East, coincident with the north line of said NE1/4 of Section 14, a distance of 1328.94 feet; to E 1/16 corner of said Section 14;

Thence South 0°34'42" West, 48.00 feet to the NW corner of said Lot 2, Block 1, Twelve Oaks Villas Subdivision and the **POINT OF BEGINNING**;

Thence South 89°13'17" East, coincident with the north line of said Lot 1 and 2 of Block 1, Twelve Oaks Subdivision, a distance of 556.16 feet;

Thence North 89°30'20" East, 108.33 feet to a 5/8" rebar PLS 5802 marking the Northeast corner of said Lot 1, Block 1, Twelve Oaks Subdivision;

Thence South 0°33'41" West, coincident with the east line of said Lot 1, Block 1, Twelve Oaks Subdivision, a distance of 250.17 feet to a 5/8" rebar PLS 14221;

Thence South 89°13'17" East, coincident with the north line of Lot 6, Van Hees Subdivision, 639.51 feet to a 5/8" rebar PLS 14221;

Thence South 0°33'08" West, 233.25 feet to the south right of way of Ten Mile Drain and the beginning of a non-tangent curve to the left;

Thence 37.45 feet along arc of said curve, coincident with said south right of way of Ten Mile Drain, having radius of 76.40 feet, a central angle of 28°04'59", subtended by a chord bearing South 89°18'15" West, 37.07 feet;

Thence South 75°15'46" West, coincident with said south right of way of Ten Mile Drain, 624.62 feet to a 5/8" rebar PLS 972;

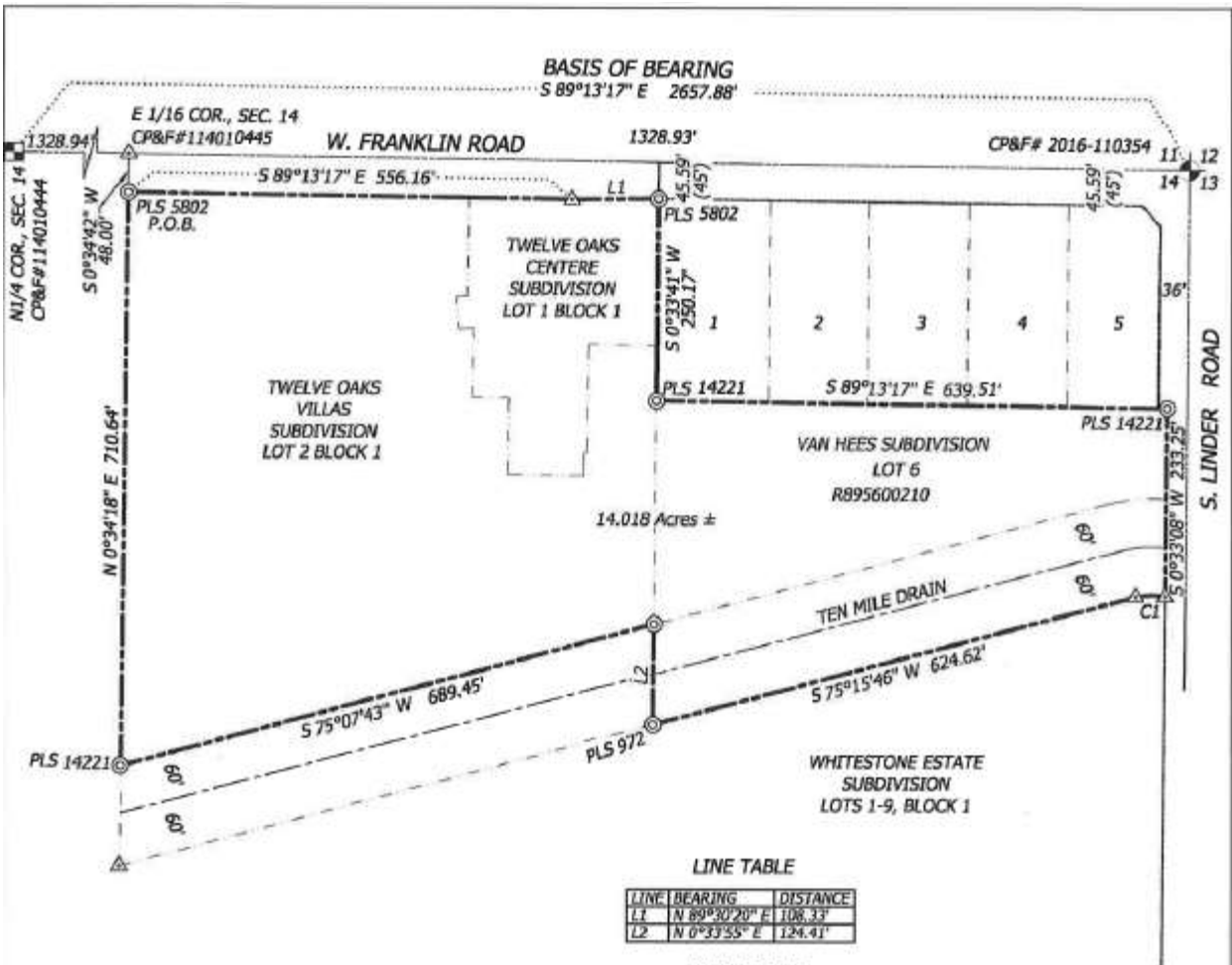
Thence North 0°33'55" East, 124.41 feet to a 5/8" rebar PLS 14221;

Thence South 75°07'43" West, coincident with said south right of way of Ten Mile Drain, 689.45 feet;

Thence North 0°34'18" East, 710.64 feet to the **POINT OF BEGINNING**.

The above described parcel contains 14.018 acres, more or less.





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°30'20" E	108.33'
L2	N 0°33'55" E	124.41'

CURVE TABLE


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
CI	76.40'	137.45'	137.07'	S 89°18'15" W	28°04'59"

LEGEND

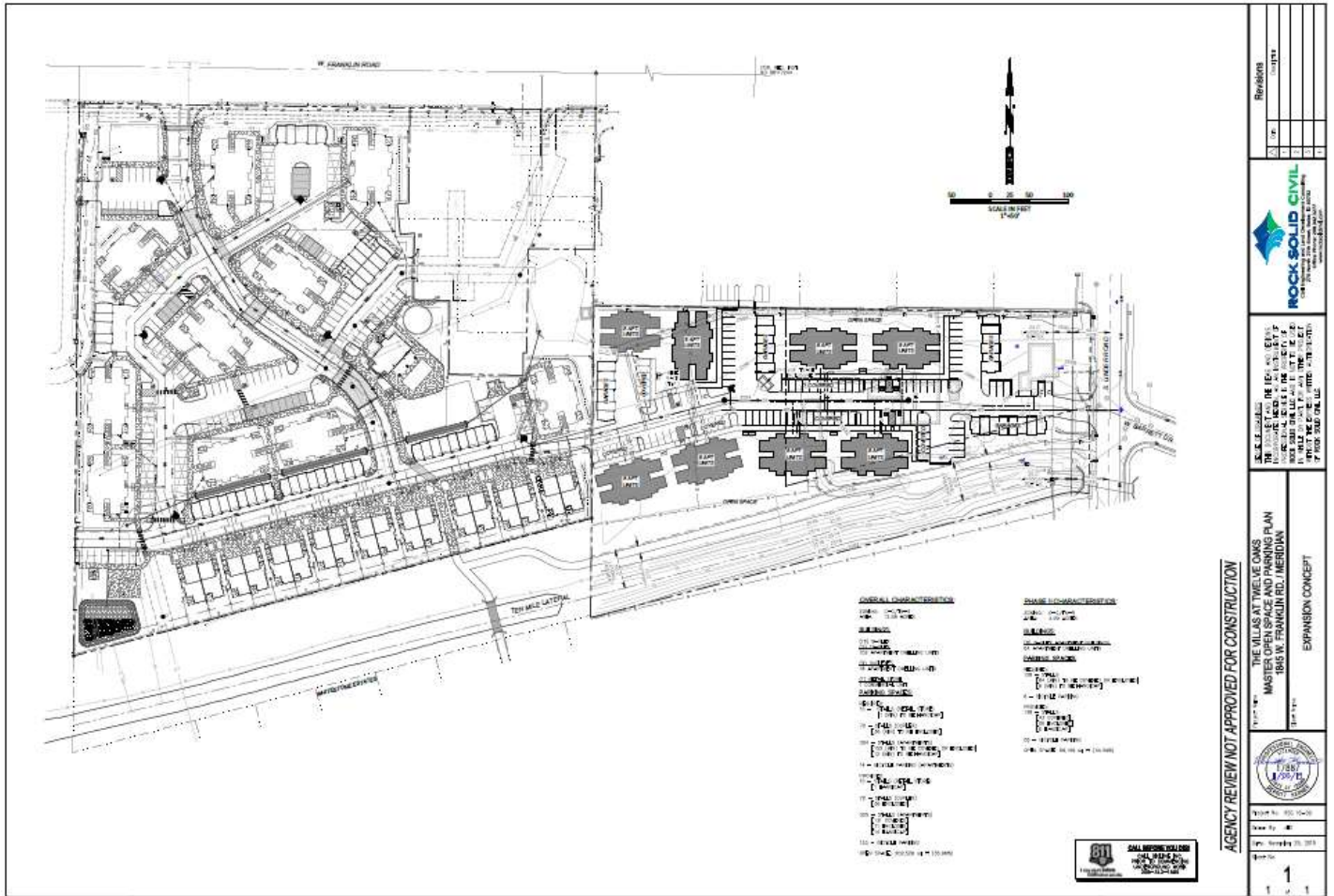
- PROPERTY BOUNDARY LINE
- - - EXISTING DEED OR LOT LINE
- SECTIONAL LINE
- RIGHT OF WAY
- ⊙ FOUND 5/8" REBAR AS NOTED
- ⊙ FOUND BRASS CAP
- ⊙ FOUND ALUMINUM CAP MONUMENT
- ⊙ SET 5/8" REBAR/CAP PLS 14221
- ⊙ SET 1/2" REBAR/CAP PLS 14221
- △ CALCULATED POINT
- () RECORD INFORMATION
- 2 EXISTING LOT NUMBER



SECTION 14
T. 3 N., R. 1 W., B.M.

PROJECT: TWELVE OAKS DEVELOPMENT AGREEMENT BOUNDARY EXHIBIT MERIDIAN, IDAHO	OWNER/DEVELOPER: OPEN DOOR RENTALS LLC	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 19393-EX
	DATE: 4/13/2020		PROJECT # 19393
			SHEET 1 OF 1

C. Overall Conceptual Site Plan to be Included in Amended Development Agreement (dated: 11/25/19)





1 TYPICAL SIDE ELEVATION (TYPE 4)



3 TYPICAL SIDE ELEVATION (TYPE 5)

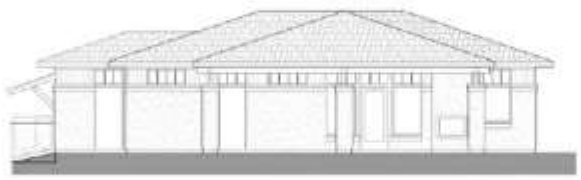


2 TYPICAL FRONT ELEVATION (TYPE 4 & 5)

ENGINEER'S SEAL
 PROJECT TITLE
The Villas at Twelve Oaks
 PROJECT NO. / SHEET NO.
 DATE
 EXT. ELEV. TYPE 4 & 5
 A6.2



1 FRONT ELEVATION (WEST)



2 REAR ELEVATION (EAST)



3 SIDE ELEVATION (NORTH)



4 SIDE ELEVATION (SOUTH)

ENGINEER'S SEAL
 PROJECT TITLE
The Villas at Twelve Oaks
 PROJECT NO. / SHEET NO.
 DATE
 EXT. ELEV. CLUBHOUSE
 A6.61

Item #9.

CONCEPTUAL DESIGN DRAWINGS 5.6.16



1 FRONT ELEVATION (DUPLEX D1, D4, & D7)



2 REAR ELEVATION (DUPLEX D1, D4, & D7)



4 SIDE ELEVATION (DUPLEX D1, D4, & D7)



3 SIDE ELEVATION (DUPLEX D1, D4, & D7)



The Villas at Twelve Oaks
Franklin Road - Meridian, Idaho 83427

DATE	
REV	DATE

EXT. ELEV.
DUPLEX
(D1, D4 & D7)

DATE	
DESIGNED BY	W.A.B.S.
DATE	
CHECKED BY	AS NOTED
DATE	11/10

A6.71

CONCEPTUAL DESIGN DRAWINGS 5.6.16



1 FRONT ELEVATION (DUPLEX D2, D5 & D8)



2 REAR ELEVATION (DUPLEX D2, D5 & D8)



4 SIDE ELEVATION (DUPLEX D2, D5 & D8)



3 SIDE ELEVATION (DUPLEX D2, D5 & D8)



The Villas at Twelve Oaks
Franklin Road - Meridian, Idaho 83427

DATE	
REV	DATE

EXT. ELEV.
DUPLEX
(D2, D5 & D8)

DATE	
DESIGNED BY	W.A.B.S.
DATE	
CHECKED BY	AS NOTED
DATE	11/10

A6.72

Item #9.

CONCEPTUAL DESIGN DRAWINGS 5.6.16



1 FRONT ELEVATION (DUPLEX D3, D6 & D9)



2 REAR ELEVATION (DUPLEX D3, D6 & D9)



4 SIDE ELEVATION (DUPLEX D3, D6 & D9)



3 SIDE ELEVATION (DUPLEX D3, D6 & D9)



The Villas at Twelve Oaks
Franklin Road - Meriden, Conn. 03467

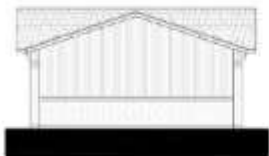
EXT. ELEV.
DUPLEX
(D3, D6 & D9)

A6.73

CONCEPTUAL DESIGN DRAWINGS 5.6.16



2 VISIBLE SIDE ELEVATION



1 NON VISIBLE SIDE ELEVATION



3 FRONT ELEVATION



4 REAR ELEVATION



The Villas at Twelve Oaks
Franklin Road - Meriden, Conn. 03467

EXT. ELEV.
GARAGE 6

A6.81

Item #9.

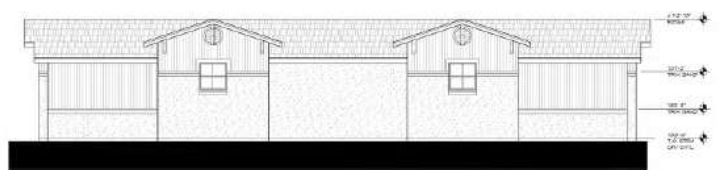
CONCEPTUAL DESIGN DRAWINGS 5.6.16



1 TYPICAL SIDE ELEVATION



2 FRONT ELEVATION



3 REAR ELEVATION



The Villas at Twelve Oaks
Franklin Road - Meriden, Idaho 83422

NO.	DATE	REVISION

EXT. ELEV'S.
GARAGE 5

DATE: 04/11/16
SCALE: AS NOTED
SHEET: 111/14

A6.82

CONCEPTUAL DESIGN DRAWINGS 5.6.16



1 FRONT ELEVATION



2 REAR ELEVATION



4 SIDE ELEVATION



3 SIDE ELEVATION



The Villas at Twelve Oaks
Franklin Road - Meriden, Idaho 83422

NO.	DATE	REVISION

EXT. ELEV'S.
GARAGE 05

DATE: 04/11/16
SCALE: AS NOTED
SHEET: 111/14

A6.83

Item #9.

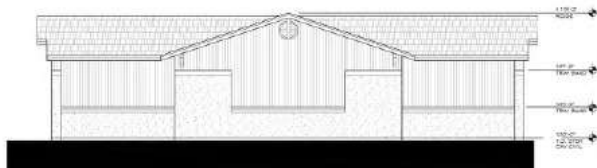
CONCEPTUAL DESIGN DRAWINGS 5.6.16



1 SIDE ELEVATION



3 FRONT ELEVATION



4 REAR ELEVATION

LINDGREN LABRIE ARCHITECTURE

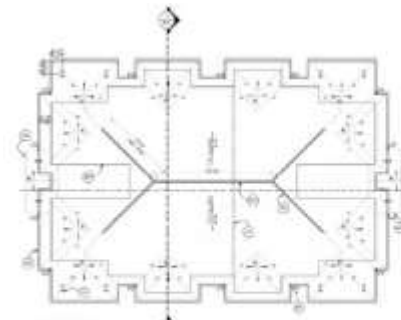
The Villas at Twelve Oaks
Franklin Road - Meridian, Idaho 83642

NO.	DATE	DESCRIPTION

EXT. ELEV. GARAGE 4

SCALE: 1/8" = 1'-0"

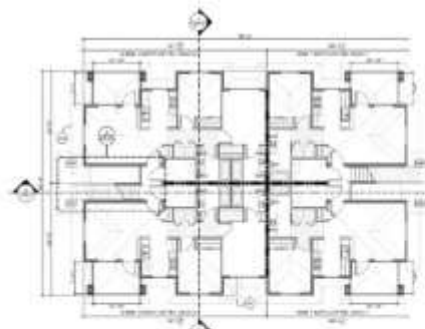
A6.84



3 ROOF PLAN - TYPE 1



1 FIRST FLOOR PLAN - TYPE 1



2 SECOND FLOOR PLAN - TYPE 1

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
4. ALL FINISHES SHALL BE AS NOTED.
5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

LEGEND

- 1. WALLS
- 2. FLOORS
- 3. ROOF
- 4. CEILING
- 5. STAIRS
- 6. DOORS
- 7. WINDOWS
- 8. CHIMNEYS
- 9. GARAGE DOORS

SHEET NOTES

1. THIS SHEET IS A PART OF THE CONCEPTUAL DESIGN DRAWINGS FOR THE VILLAS AT TWELVE OAKS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
3. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
5. ALL FINISHES SHALL BE AS NOTED.
6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

LINDGREN LABRIE ARCHITECTURE

The Villas at Twelve Oaks
Franklin Road - Meridian, Idaho 83642

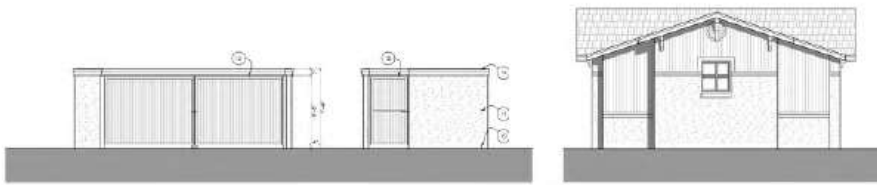
NO.	DATE	DESCRIPTION

FLOOR & ROOF PLANS TYPE 1

SCALE: 1/8" = 1'-0"

A2.1

Item #9.

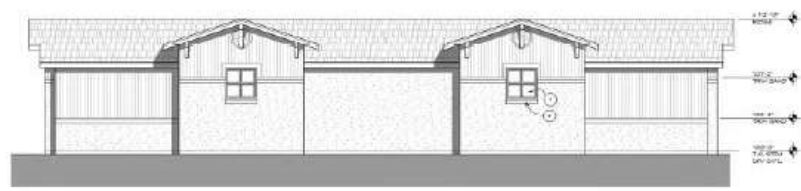


1 TYPICAL SIDE ELEVATION
1/4" = 1'-0"

- 1. ARCHITECTURAL CORROSION RESISTANT ROOFING
- 2. PAINTED METAL GUTTER, EAVES AND SOFFIT PANELS
- 3. PAINTED WOOD SIDING
- 4. BRICKY BRICKS
- 5. PAINTED BRICK WITH STUCCO FINISH
- 6. PAINTED WOOD SIDING
- 7. VINYL FLOORING
- 8. PAINTED WOOD DOORS
- 9. PAINTED WOOD BUNKER BENCH AND TRIM
- 10. STUCCO GARAGE SIDE WALL
- 11. VINYL GARAGE FLOORING



2 FRONT ELEVATION
1/4" = 1'-0"



3 REAR ELEVATION
1/4" = 1'-0"



LINDGREN-LARRIE
ARCHITECTURE

The Villas at Twelve Oaks
Franklin Road - Meridian, Idaho 83642

NO.	DATE	REVISION

EXT. ELEV.
GARAGE 5

DESIGNED BY: NLS/SD
CHECKED BY: DS/MAK 12/15
DATE: AS NOTED
SCALE: 1/4" = 1'-0"
DATE: 11/15/10

A6.82



E. Proposed Amendments to Existing Development Agreement
Staff's recommended amendments are noted in underline text.

- ~~6.1.9~~ An 8 foot tall concrete fence is required to be constructed along the east boundary of the site adjacent to the Roam property (Parcel No. R8956000200) to match the existing fence along the north boundary of the Roam property.
- 6.1.9 A pedestrian connection shall be provided between the Villas at Twelve Oaks East property and the commercial property to the north (i.e. Van Hees Subdivision) as facilitated by the previously recorded access easement in the location and width specified in the easement (Inst. #113099953).
- 6.1.10 A 10-foot wide multi-use pathway shall be constructed along the north side of the Ten Mile Creek and a detached 10-foot wide multi-use pathway shall be constructed along the west side of S. Linder Rd. in accord with the Pathways Master Plan prior to issuance of the first Certificate of Occupancy within the Villas at Twelve Oaks East portion of the development.
- 6.1.11 A 14-foot wide public pedestrian easement shall be submitted to the Planning Division for the multi-use pathways on the site prior to issuance of the first Certificate of Occupancy within the Villas at Twelve Oaks East portion of the development.
- 6.1.12 The common open space and site amenities shall be shared between the Villas at Twelve Oaks and the Villas at Twelve Oaks East developments.

IX. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

- ~~1.~~ The amended Development Agreement (DA) proposed by the Applicant, including new provisions recommended by Staff as a provision of annexation of this property, shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation.

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

- ~~1.1~~ A street light plan will need to be included in the final plat or building permit application. Street light plan requirements are listed in section 6-7 of the City's Design Standards.
- ~~1.2~~ Per the Sanitary Sewer Master Plan, this parcel is supposed to connect to sewer on the property to the north and ultimately to W. Franklin Rd. The current configuration has sewer going to the west. Under this configuration the sewage is pumped through two lift stations. It is unknown if the lift stations can handle the extra load. The City wants to avoid sending the waste to the west and through the lift stations. Please direct sewage to the north as shown in the master plan. The applicant shall be responsible to determine whether adequate capacity exists in the receiving sewer system, including two lift stations, to accept the additional flow from this development. Public Works shall review the Applicant's analysis for concurrence prior to acceptance of the plan. If the Public Work's Dept. determines upgrades are necessary based on those findings, the applicant shall be responsible for all costs associated with said upgrades."

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 existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9-4-8 contact the City of Meridian Engineering Department at (208)898-5500 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources Contact Robert B. Whitney at (208)334-2190.
- 2.8 — Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9-4-8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 — Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 — A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.

- ~~2.11 — All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.~~
- ~~2.12 — Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.~~
- ~~2.13 — It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.~~
- ~~2.14 — Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.~~
- ~~2.15 — Developer shall coordinate mailbox locations with the Meridian Post Office.~~
- ~~2.16 — All grading of the site shall be performed in conformance with MCC 11-12-3H.~~
- ~~2.17 — Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.~~
- ~~2.18 — The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3 feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1 foot above.~~
- ~~2.19 — The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.~~
- ~~2.20 — At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.~~
- ~~2.21 — A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.~~
- ~~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=186317&dbid=0&repo=MeridianCity>

D. POLICE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=188198&dbid=0&repo=MeridianCity>

E. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=189330&dbid=0&repo=MeridianCity>

F. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=187167&dbid=0&repo=MeridianCity>

G. CENTRAL DISTRICT HEALTH DEPARTMENT (CDHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=186408&dbid=0&repo=MeridianCity>

H. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=186721&dbid=0&repo=MeridianCity>

I. WEST ADA SCHOOL DISTRICT (WASD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=187589&dbid=0&repo=MeridianCity>

J. COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO (COMPASS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=188453&dbid=0&repo=MeridianCity>

K. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=187880&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 Applicant's proposal to annex the subject 6.63 acre property with TN-R zoning and develop multi-family apartment dwellings on the site at a gross density of 13.9 units per acre is not consistent with the associated Commercial FLUM designation for this property. (See section V above for more information.)

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 to the TN-R district and multi-family development although consistent with the purpose statement of the district, is not consistent with their vision for commercial development for this property in accord with the Commercial FLUM designation.

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

The City Council finds the proposed map amendment would not be detrimental to the public health, safety and welfare; however, finds the proposed map amendment and development is not appropriate for this site.

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 map amendment would not result in an adverse impact on the deliver of services.

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

The City Council finds the proposed annexation is not in the best interest of the City with the proposed multi-family development plan. The City Council finds commercial/office development of this property would be more appropriate and consistent with the Comprehensive Plan FLUM designation of Commercial.



AGENDA ITEM

ITEM TOPIC: Development Agreement Between the City of Meridian and LH Development, LLC (Owner) and Westpark Company, Inc. (Developer) for Lavender Heights (H-2020-0009)

DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. LH Development, LLC, Owner
 3. Westpark Company, Inc., Developer

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2020, 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 **LH Development, LLC**, whose address is PO Box 344, Meridian, ID 83680, hereinafter called OWNER and **Westpark Company, Inc.**, whose address is PO Box 344, Meridian, ID 83680, hereinafter called 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 Owners and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner and/or Developer have submitted an application for annexation and zoning of 55.14 of land with an R-4 (medium low density residential), R-8 (medium density residential), R-15 (medium high density residential)and R-40 (high density residential) zoning district on the property listed in Exhibit “A” (attached), 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 and/or Developer made representations at the public hearing before the Meridian 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 before the 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 12th day of May, 2020, 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 and/or Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner and/or 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 and/or 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 October 11, 2016, Resolution No. 16-1173, 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:** means and refers to **LH Development, LLC**, whose address is PO Box 344, Meridian, ID 83680, the party that owns said Property and shall

include any subsequent owner(s) of the Property.

3.3 **DEVELOPER:** means and refers to **Westpark Company, Inc.**, whose address is PO Box 344, Meridian, ID 83680, the party that is developing said Property and shall include any subsequent developer(s) of the Property.

3.4 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as described in Exhibit "A" describing the parcel to be 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. Owner 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 preliminary plat, landscape plan and conceptual building elevations for the single-family dwellings included in Section VII and the provisions contained herein.
- b. The 10-foot multi-use pathway shall be constructed with Phase 1 of the development, except for that area located in the proposed future multi-family development along the southern edge of the Farr Lateral, shown as Phase 4.
- c. The required secondary access via extension of E. Brace Dr. shall be constructed with Phase 1 of the development.
- d. Direct lot access to Lake Hazel Road shall be prohibited.
- e. No more than 54 and no less than 36 units shall be allowed on the R-40 zoned property. Detailed Conditional Use Permit approval is required prior to any development on the R-40 zoned area.
- f. With the sale of all future homes in the Lavender Heights Subdivision, all sales information shall have language regarding the future multi-family project that will be a part of this development.
- g. Per City Council waiver, the Farr Lateral waterway shall remain open in accord with the standards in UDC 11-3A-6.
- h. The required street frontage improvements (sidewalk and landscaping) along E. Lake Hazel Road shall be constructed with Phase 1 of the development.

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, Owners and/or 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 and/or 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. Owners and/or 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 Owners and/or Developer, or by any successor or successors in title or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the specific performance of the covenants, agreements, conditions, and obligations contained herein.

7.4 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owners and/or 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 Owners and/or 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:** Owners and/or 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 Owners and/or Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the re-zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner 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 and/or Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner and/or Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

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

OWNER:
LH Development, LLC
PO Box 344
Meridian, ID 83680

DEVELOPER:
Westpark Company, Inc.
PO Box 344
Meridian, ID 83680

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 and/or Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner 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 Owner 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 and/or 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 and/or Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this 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]

**OWNER:
LH Development, LLC**



By: Larry Squires
Its: Manager

**DEVELOPER:
Westpark Company, Inc.**



By: Larry Squires
Its: Secretary

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

ACKNOWLEDGMENTS

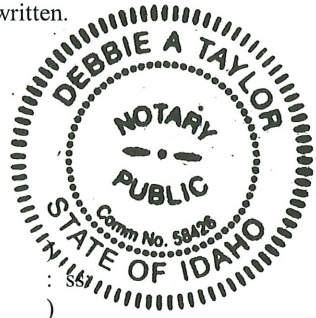
IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

STATE OF IDAHO)
: ss:
County of Ada)

On this 29th day of July, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Larry Squires** known or identified to me to be the Manager of **LH Development, LLC**, and the person who signed above and acknowledged to me that he executed the same on behalf of said limited liability company.

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

(SEAL)



Debbie A Taylor
Notary Public for Idaho
Residing at: Kuna, ID
My Commission Expires: 11/30/2023

STATE OF IDAHO)
: ss:
County of Ada)

On this 29th day of July, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Larry Squires**, known or identified to me to be the Secretary of **Westpark Company, Inc.**, and the person who signed above and acknowledged to me that he executed the same on behalf of said corporation.

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

(SEAL)



Debbie A Taylor
Notary Public for Idaho
Residing at: Kuna, ID
My Commission Expires: 11/30/2023

STATE OF IDAHO)
: ss:
County of Ada)

On this _____ day of _____, 2020, 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: _____

EXHIBIT A

Legal Description
City of Meridian Annexation
Lavender Heights Subdivision

A parcel of land located in the SW ¼ of Section 32, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum cap monument marking the southwest corner of said Section 32, from which an Aluminum cap monument marking the northwest corner of the SW ¼ of said section bears N 0°32'17" W a distance of 2700.11 feet;

Thence S 89°57'01" E along the southerly boundary of said SW ¼ a distance of 1331.91 feet to a 5/8 inch iron pin monument marking the southwest corner of the SE ¼ of said SW ¼ and the **POINT OF BEGINNING**;

Thence N 0°09'52" W along the westerly boundary of said SE ¼ of the SW ¼ a distance of 431.20 feet to the southeasterly corner of that parcel shown as the "John Freeman" parcel on Record of Survey No. 7783, records of Ada County, Idaho;

Thence along the southerly, westerly and northerly boundary of said parcel the following courses and distances:

Thence N 69°55'45" W a distance of 503.30 feet to a point;

Thence N 58°00'31" W a distance of 219.85 feet to a point of curvature;

Thence a distance of 114.95 feet along the arc of a 140.00 foot radius curve right, said curve having a central angle of 47°02'41" and a long chord bearing N 34°29'08" W a distance of 111.75 feet to a point of tangency;

Thence N 10°57'45" W a distance of 410.17 feet to a point of curvature;

Thence a distance of 155.37 feet along the arc of a 110.00 foot radius curve right, said curve having a central angle of 80°55'32" and a long chord bearing N 29°30'30" E a distance of 142.77 feet to a point of tangency;

Thence N 69°57'44" E a distance of 128.97 feet to a point;

Thence N 83°47'06" E a distance of 26.72 feet to a point;

Thence S 86°47'31" E a distance of 362.95 feet to a point of curvature;

Thence a distance of 122.47 feet along the arc of a 220.00 foot radius curve left, said curve having a central angle of 31°53'39" and a long chord bearing N 77°15'42" E a distance of 120.89 feet to a point of tangency;

Thence N 61°18'54" E a distance of 91.61 feet to a point of curvature;



EXHIBIT A

Thence a distance of 22.57 feet along the arc of a 144.67 foot radius curve left, said curve having a central angle of 8°56'24" and a long chord bearing N 56°50'40" E a distance of 22.55 feet to a point on the east boundary of the NW ¼ of the SW ¼ of said Section 32, also being the westerly boundary of Blackrock Subdivision No. 1, as filed for record in Book 96 of Plats at Pages 12003 through 12008, records of Ada County, Idaho;

Thence along said boundary S 0°08'26" E a distance of 101.67 feet to the northwest corner of the SE ¼ of the SW ¼ of said Section 32, said point also being the northwesterly corner of the "Clayton Properties LLC" parcel shown on said Record of Survey No. 7783, and the southwest corner of said Blackrock Subdivision No. 1;

Thence leaving said "John Freeman" parcel boundary, and along the northerly boundary of said SE ¼ of the SW ¼, being partially along the northerly boundary of said "Clayton Properties LLC" parcel, also being the southerly boundary of said Blackrock Subdivision No. 1 S 89°49'51" E a distance of 1340.54 feet to the northeasterly corner of said SE ¼ of the SW ¼;

Thence along the easterly boundary of said SE ¼ of the SW ¼ S 0°12'02" W a distance of 1344.18 feet to the southeasterly corner of the SW ¼ of said Section 32;

Thence along the southerly boundary of said SW ¼ N 89°58'24" W a distance of 1331.96 feet to the **POINT OF BEGINNING**.

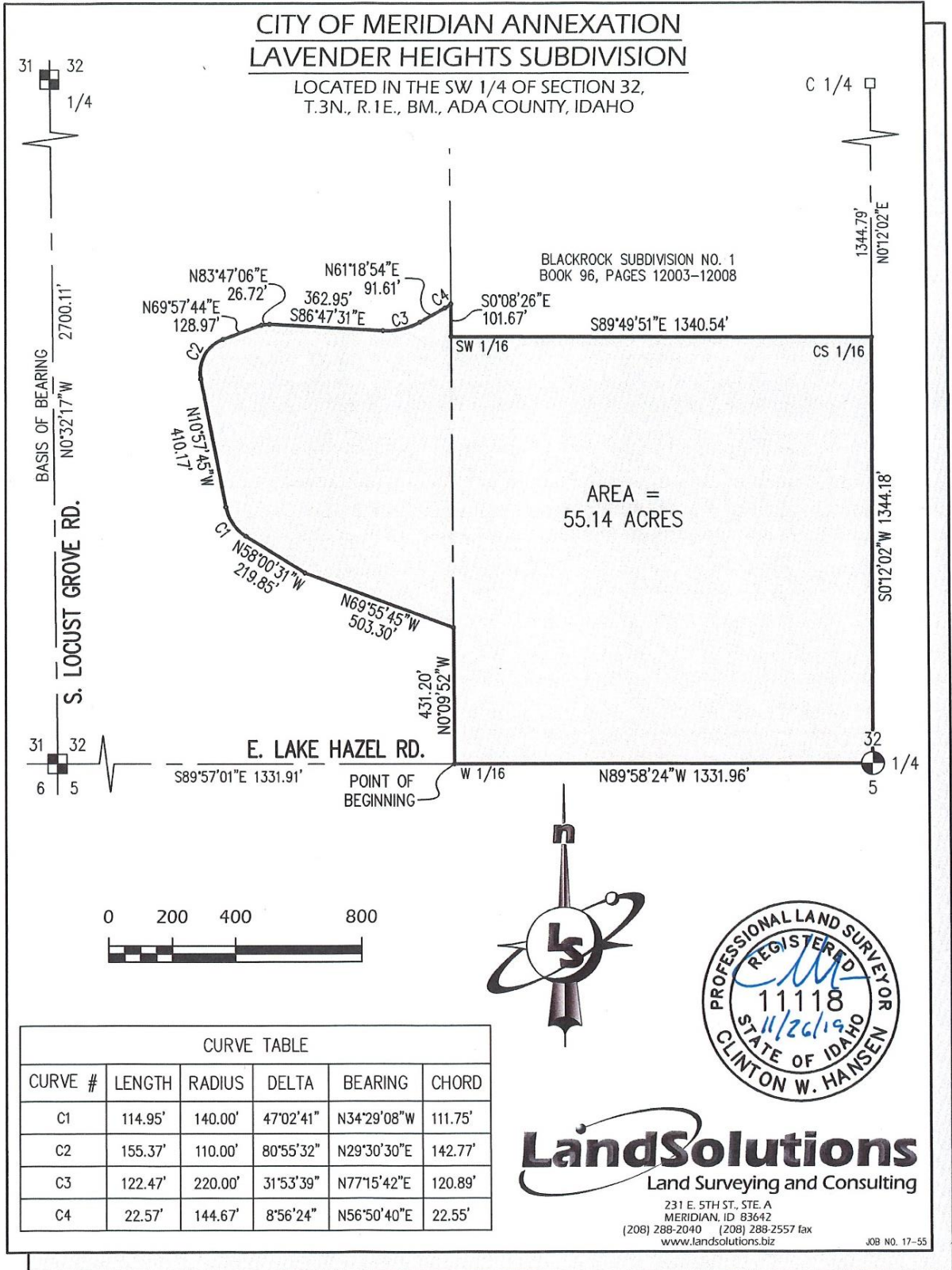
This parcel contains 55.14 acres, more or less, and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
November 25, 2019



Lavender Heights Annexation
Job No. 17-55
Page 2 of 2

EXHIBIT A



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



In the Matter of the Request for Annexation and Preliminary Plat, by Westpark Co. Inc.

Case No(s). H-2020-0009

For the City Council Hearing Date of: April 28, 2020 (Findings on May 12, 2020)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of 4/28/2020, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of 4/28/2020, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of 4/28/2020, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of 4/28/2020, 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 at Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Amended Comprehensive Plan of the City of Meridian, which was adopted April 19, 2011, Resolution No. 11-784 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 4/28/2020, 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 Preliminary Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of 4/28/2020, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Conditional Use Permit Duration

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

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

City Code Title 11(UDC 11-5B-6F).

Notice of Development Agreement Duration

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

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

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

E. Notice of Final Action and Right to Regulatory Takings Analysis

1. The Applicant is hereby notified that pursuant to Idaho Code 67-8003, denial of a development application entitles the Owner to request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.
2. **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 4/28/2020.

By action of the City Council at its regular meeting held on the 12th day of May, 2020.

COUNCIL PRESIDENT TREG BERT VOTED AYE

COUNCIL VICE PRESIDENT BRAD HOAGLUN VOTED -----


COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED -----

COUNCIL MEMBER JOE BORTON VOTED AYE


COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED -----
(TIE BREAKER)



Mayor Robert E. Simison


Attest:



Chris Johnson
City Clerk



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

By:  _____ Dated: 5-12-2020
City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 4/28/2020
 TO: Mayor & City Council
 FROM: Joe Dodson, Associate Planner
 208-884-5533
 Bruce Freckleton, Development Services Manager
 208-887-2211
 SUBJECT: H-2020-0009
 Lavender Heights Subdivision
 LOCATION: On the north side of Lake Hazel, near the half-mile mark between S. Locust Grove Road and S. Eagle Road. Located in the SW ¼ of Section 32, Township 3N., Range 1E.



I. PROJECT DESCRIPTION

Request for annexation & zoning of 55.14 acres of land with R-4, R-8, R-15, and R-40 zoning districts and a preliminary plat consisting of 188 building lots, 24 common lots, and 3 other lots, by Westpark Company Inc.

NOTE: Staff received a revised preliminary plat, landscape plan, and open space exhibit based on the recommendations by Planning and Zoning Commission. These revisions have resulted in some strike-through/underline changes in the staff report.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreeage	55.14 total acres (R-4 – 16.6337 acres; R-8 – 27.82-28.07 acres; R-15 – 3.25 acres; R-40 – 7.44 acres)	
Future Land Use Designation	Medium Density Residential and Medium-High Density Residential	
Existing Land Use(s)	Residential, Agricultural, and Commercial.	
Proposed Land Use(s)	Residential	
Lots (# and type; bldg./common)	215 total lots – 187 single-family residential; 1 multi-family; and 27 common lots.	
Phasing Plan (# of phases)	Proposed as four (4) phases.	
Number of Residential Units (type of units)	187 single-family units; 48 multi-family units.	

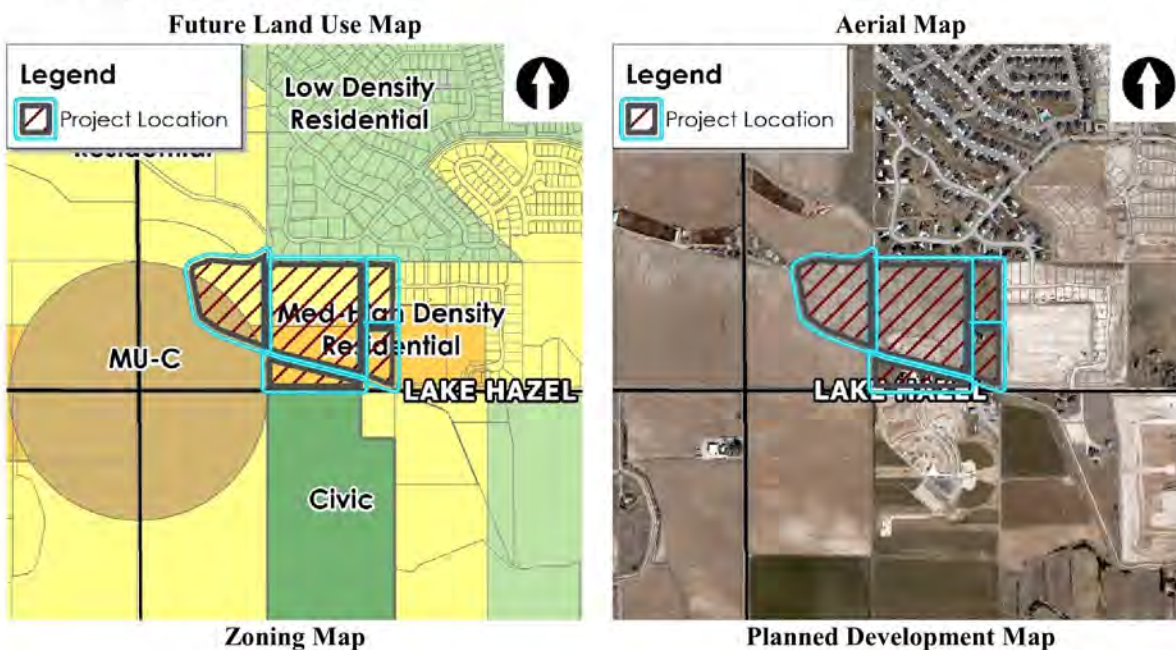
Description	Details	Page
Density (gross & net)	Gross – 5.86 du/ac.; Net – 3.56 du/ac.	
Open Space (acres, total [%]/buffer/qualified)	335,585 square feet, or 7.7 acres (approximately 14.66% qualified open space) 424,081 square feet, or 9.74 acres (281,431 square feet, or 6.46 acres, of qualified open space; 12.3%)	
Amenities	3 amenities – 10’ multi-use pathway; pool; and additional qualified open space.	
Physical Features (waterways, hazards, flood plain, hillside)	Farr Lateral runs along south and western boundary.	
Neighborhood meeting date; # of attendees:	Oct. 28, 2019 – 9 attendees.	
History (previous approvals)	N/A	

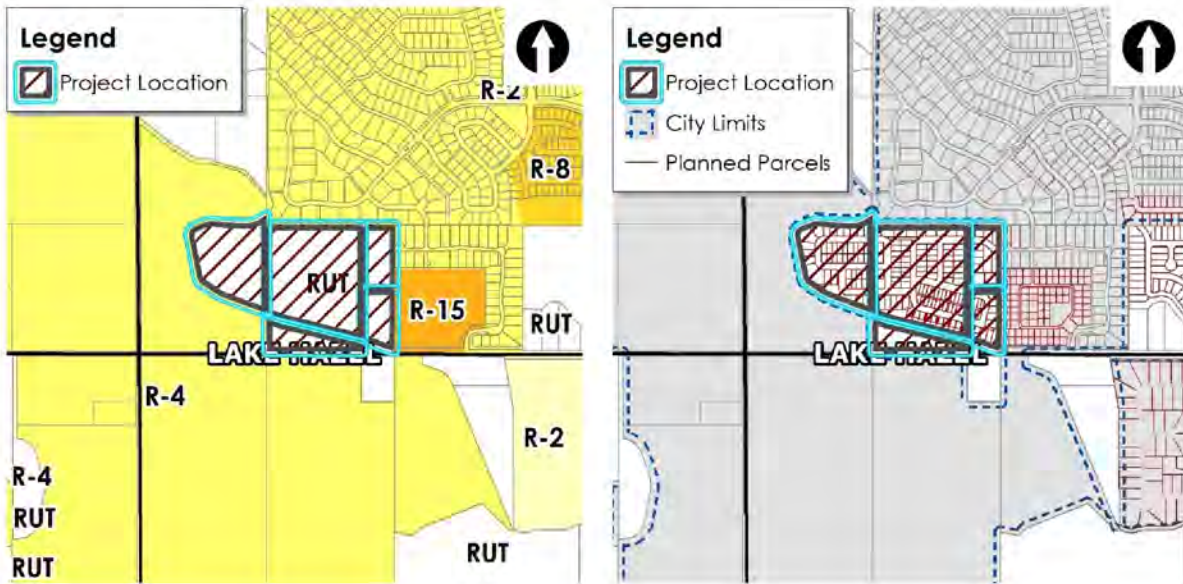
B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> • Staff report (yes/no) • Requires ACHD Commission Action (yes/no) 	<p>Draft staff report has been received <u>Yes</u></p> <p>No</p>	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access is proposed via a new collector roadway (S. Bloomerang Ave.) from an existing arterial (E. Lake Hazel Rd.). An additional access is proposed via extending a public local street from the east (E. Brace Dr.)	
Traffic Level of Service		
Stub Street/Interconnectivity/Cross Access	Applicant is proposing extending an existing stub street (E. Brace Dr.) into their development but has provided no additional stub streets. See analysis section below for more information.	
Existing Road Network	No	
Existing Arterial Sidewalks / Buffers	None	
Proposed Road Improvements	Widening to E. Lake Hazel Road to include eastbound turn lane onto new collector roadway (S. Bloomerang Ave.) and a westbound turn lane onto same collector roadway.	
Distance to nearest City Park (+ size)	Discovery Park is across E. Lake Hazel Road.	
Fire Service		
<ul style="list-style-type: none"> • Distance to Fire Station • Fire Response Time • Resource Reliability • Risk Identification • Accessibility 	<p>4.1 miles from Fire Station #4</p> <p>7 minutes under ideal conditions (this does not meet Meridian Fire response goal time of 5 minutes).</p> <p>Fire Station #4 reliability is 78%.</p> <p>Risk Factor 2 – residential with hazards (open waterway)</p> <p>Proposed project meets all required access, road widths, and turnarounds.</p>	
Police Service		
	See Agency Comments (Section VIII.D).	
West Ada School District		
<ul style="list-style-type: none"> • Distance (elem, ms, hs) • Capacity of Schools 	<p>West Ada School District has not provided comments at this time. Siena Elementary – 2.8 miles; Victory Middle School – 4.4 miles; Mountain View High School – 3.6 miles.</p> <p>Siena Elementary – 800 students</p> <p>Victory Middle School – 1000 students</p>	

Description	Details	Page
<ul style="list-style-type: none"> # of Students Enrolled 	Mountain View High School – 2400 students Siena Elementary – 970 students (170 over capacity) Victory Middle – 1085 students (85 over capacity) Mountain View – 2237 students (143 under capacity)	
Wastewater		
<ul style="list-style-type: none"> Distance to Sewer Services 	N/A	
<ul style="list-style-type: none"> Sewer Shed 	South Black Cat Trunkshed	
<ul style="list-style-type: none"> Estimated Project Sewer ERU's 	See application	
<ul style="list-style-type: none"> WRRF Declining Balance 	13.88	
<ul style="list-style-type: none"> Project Consistent with WW Master Plan/Facility Plan 	YES	
Water		
<ul style="list-style-type: none"> Distance to Water Services 	0'	
<ul style="list-style-type: none"> Pressure Zone 	5	
<ul style="list-style-type: none"> Est. Project Water ERU's 	See application	
<ul style="list-style-type: none"> Water Quality Concerns 	None	
<ul style="list-style-type: none"> Project Consistent w/ Plan 	YES	
<ul style="list-style-type: none"> Impacts/Concerns 	Each phase must be modeled to ensure fire flow requirements; second water connection may be required at first phase. Existing wells must be decommissioned according to IDWR rules which include employing methods to ensure grout fills the annular space outside of the well casing. Record of abandonment must be provided to the City prior to final plat signature. Applicant to coordinate with Engineering regarding fire flow requirements beyond 1500 gpm.	
COMPASS (Communities in Motion 2040 2.0)	See Agency Comments (Section VIII.F)	

C. Project Area Maps





III. APPLICANT INFORMATION

A. Applicant:

Westpark Co. Inc – PO Box 344, Meridian, ID 83680

B. Owner:

44 Development LLC – PO Box 344, Meridian, ID 83680

C. Representative:

Jon Breckon, Breckon Land Design – 6661 N. Glenwood St., Garden City, ID 83714

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	3/13/2020	4/10/2020
Radius notification mailed to properties within 300 feet	3/12/2020	4/8/2020
Site Posting	3/21/2020	4/14/2020
Nextdoor posting	3/12/2020	4/8/2020

V. STAFF ANALYSIS

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

Medium Density Residential – This designation allows for dwelling units at gross densities of three to eight dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

Medium-High Density Residential – This designation allows for a mix of dwelling types including townhouses, condominiums, and apartments. Residential gross densities should

range from eight to twelve dwelling units per acre. These areas are relatively compact within the context of larger neighborhoods and are typically located around or near mixed use commercial or employment areas to provide convenient access to services and jobs for residents. Developments need to incorporate high quality architectural design and materials and thoughtful site design to ensure quality of place and should also incorporate connectivity with adjacent uses and area pathways, attractive landscaping and a project identity.

The annexation area is surrounded by existing City of Meridian zoning with the City’s newest park located across the street (Discovery Park). The proposed land use of single-family residential and multi-family residential are consistent with the dwelling types noted in the Future Land Use Map (FLUM) designation definitions. Certain densities are required to be met on this property as there are two distinct FLUM designations on it. The proposed project meets the densities listed above (see Section VII.D). Therefore, Staff finds the density proposed with the preliminary plat and proposed zoning districts are consistent with the Future Land Use Map designations of Medium and Medium-High Density Residential.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. In order to ensure the site develops as proposed with this application, Staff recommends a DA as a provision of annexation with the provisions included in Section VIII.A1. The DA is required to be signed by the property owner(s)/developer and returned to the City within 6 months of the Council granting the annexation for approval by City Council and subsequent recordation.

B. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

The applicable Comprehensive Plan policies are cited below with Staff analysis in italics.

“Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City” (2.01.01G). *The proposed variety of housing types in this project will contribute to the variety of residential unit types available to current and future residents.*

“With new subdivision plats, require the design and construction of pathways 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). *This new subdivision offers a large extension of the City’s multi-use pathways and approximately 7 acres of usable open space that interconnects with proposed sidewalks throughout the development. In addition, the proposed detached sidewalks offer new opportunities for residents to get to Discovery Park; Discovery Park lies across E. Lake Hazel Road, directly south of this project.*

“Establish and maintain levels of service for public facilities and services, including water, sewer, police, transportation, schools, fire, and parks” (3.02.01G). *All public utilities are available for this project site due to the existing subdivision to the east, per Public Works comments. Even though this project does reside outside of the Fire Department’s 5 minute response time goal, a new fire station is planned nearby which would eliminate this obstacle; it is currently unfunded as of FY 2020. ACHD has both nearby arterial intersections planned for widening and improvement within the next 3*

years therefore lining up well with the timeline of development for Lavender Heights. West Ada School District has not offered comments on this project; however, West Ada School District provided Staff comments regarding nearby school enrollment and capacity. Their agency comments can be viewed in Section VIII.L and provide the general summary that any new residential development will likely add to the overcrowding experienced at some local schools.

“Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices” (3.07.01A). The site design of this project proposes transitional densities throughout. Larger R-4 lots reside around the exterior of the property to better match the existing homes to the north. The applicant is then proposing R-8 lots on the eastern property boundary to match the density of the subdivision directly to the east. The R-8 lots continue an inward trend towards higher density but make up the majority of the site. R-15 zoning and alley loaded single-family homes abut the Farr Lateral and are closest to the future multi-family development. The multi-family development is proposed as R-40 zoning and is closest to the arterial roadway, E. Lake Hazel Rd. Throughout the development, landscaping and pathways buffer zoning densities as well. Overall, Staff finds the site design to be a great example of transitional densities and housing types.

“Preserve, protect, and provide open space for recreation, conservation, and aesthetics” (4.05.01F). The proposed project offers acres of open space and proposes to incorporate a large extension of a 10-foot multi-use pathway system. The pathway will run along the existing Farr Lateral and will help protect it in place while adding to its aesthetics.

“Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity” (2.02.01D). Parkways, sidewalks, and an extension of the City’s multi-use pathway plan are proposed in this development. The sidewalks will connect this development with the subdivision to the east and the new pathway along the Farr Lateral, with its further extension within the subdivision, will offer future connectivity to the north and west as those sites develop. The sidewalks proposed near E. Lake Hazel Rd. and E. Bloomerang Ave. will also bring better connection to the new Discovery Park for this development and the existing Impressive East Ridge Subdivision directly to the east.

Staff finds this development to be generally consistent and in alignment with Comprehensive Plan policies and objectives.

C. Existing Structures/Site Improvements:

There are a number of existing warehouse structures on this property associated with an existing commercial business. These buildings will be demolished with phase 1 of the development and the existing driveway to Lake Hazel will be closed off with vertical curb and gutter pursuant to ACHD requirements. In addition, there is an existing home further into the property that is proposed to remain and connect to city services with the rest of the development. The existing home is shown as part of Phase 2 on the preliminary phasing plan (Exhibit VII.I.) but staff is recommending a condition to include the existing home with Phase 1 and therefore adjust the phasing plan in accordance.

D. Proposed Use Analysis:

The proposed use is single-family residential with a multi-family residential component that will be later reviewed through a conditional use permit. Single-family detached and attached dwellings are listed as principally permitted uses in the R-4, R-8, and R-15 zoning districts per UDC Table 11-2A-2.

The single-family portion of this project is proposed to be developed in three (3) phases and proposed as three different zoning districts—R-4, R-8, and R-15. The first phase will provide the main access point off of E. Lake Hazel Rd. and the secondary access through the extension of an existing stub street from the east (E. Brace Dr.). Staff is recommending a condition of approval that the secondary access be constructed with the first phase to ensure compliance; this is commensurate with the condition of approval from the Meridian Fire Department (see Section VIII.A1). Staff is also recommending the proposed multi-use pathway be constructed with the first phase of development. The first phase is also proposed to provide the pool and changing rooms for the development as one of the proposed amenities. According to the preliminary plat, all lots appear to meet the required zoning and use requirements, including the proposed multi-family lot.

The multi-family development is proposed to be zoned R-40 and built in its own phase (a fourth phase). The applicant has submitted a conceptual site plan for the multi-family development that abuts E. Lake Hazel Rd. In the R-40 zoning district, multi-family development requires conditional use permit (CUP) approval by the Planning & Zoning Commission. The future development of the multi-family use is being conceptually reviewed in this application and conditioned to obtain a CUP through the required Development Agreement associated with this application. The multi-family development is proposed as six (6) eight-plexes for a total of 48 multi-family units. Each unit is shown as 1,000 square feet and are laid out in one, two, and three bedroom units. Per the specific use standards (UDC 11-4-3-27), a minimum of 12,000 square feet of common open space will be required as part of this multi-family development.

Forty-eight units will require a minimum of three (3) amenities per the specific use standards. The applicant is conceptually proposing three (3) amenities in line with this requirement—a clubhouse, walking paths, and a tot lot. In addition, 94 parking spaces will be required with this conceptual plan. The applicant shows 95 standard stalls, and 4 ADA accessible stalls conceptually meeting the minimum requirements outlined in UDC table 11-3C-6.

Staff notes that the multi-family requirements have been conceptually reviewed and is not issuing an approval of the current layout or other proposed improvements, site design, elevations, or open space and amenities.

E. Specific Use Standards (UDC [11-4-3](#)):

When the Multi-family Development is submitted for Conditional Use Permit, specific use standards outlined in UDC 11-4-3-27 will be administered. **There are no specific use standards for the single-family portion of the proposed project.**

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

All proposed lots and public streets appear to meet all UDC dimensional standards per the submitted preliminary plat. This includes property sizes, required street frontages, and road widths.

In addition, all subdivision developments are also required to comply with Subdivision Design and Improvement Standards ([UDC 11-6C-3](#)). There are three (3) common driveways proposed; such driveways should be constructed in accord with the standards listed in [UDC 11-6C-3D](#). **An exhibit should be submitted with the final plat application that depicts the setbacks, fencing, building envelope, and orientation of the lots and structures accessed via the common driveway; if a property abuts a common driveway but has the required minimum street frontage and is taking access via the public street, the driveway should be depicted on the opposite side of the shared property line from the common driveway.**

G. Access ([UDC 11-3A-3](#), [11-3H-4](#)):

Access is proposed via a new collector roadway (S. Bloomerang Ave.) that travels north from E. Lake Hazel Rd. near the quarter-mile mark on said road. This collector roadway will provide access to the property directly east. A secondary access point is proposed via the extension of an existing stub street from the east (E. Brace Dr.) in Impressive East Ridge Subdivision. The proposed multi-family development shows a driveway to E. Lake Hazel Rd. as well. This additional driveway to the arterial roadway would not be approved by the City. In addition, multi-family residences are built to commercial building code and will be required to be sprinklered. Therefore, Staff finds a secondary access point into the multi-family development is not needed. S. Bloomerang Ave., a collector roadway, is the only proposed and approved direct access via E. Lake Hazel Road. **At the time of CUP submittal for the multi-family development, the additional driveway to E. Lake Hazel Rd. shall be removed from the plans. A note should be placed on the face of the final plat prohibiting direct lot access to E. Lake Hazel Rd.**

According to the ACHD Master Street Map, there is a planned commercial collector roadway where S. Bloomerang Ave. is proposed. On the MSM however, the collector runs along the south side of the Farr Lateral and then out to Locust Grove Road. The intent of this collector roadway is to provide a connection point for properties in this vicinity so motorists do not have to go out to an arterial and around. Therefore, Staff believes the applicant should provide a connection from S. Bloomerang Ave. to the west for the future development of the collector roadway and the property to the west; the applicant shall obtain approval of the location of this curb cut with ACHD and the City of Meridian. This roadway does not need to be constructed as a collector roadway, but rather a local street providing interconnectivity that meets the intent of the MSM designation. The applicant should work with ACHD on the proper location for this future connection.

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

Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family detached dwellings based on the number of bedrooms per unit. Future development should comply with these standards. The multi-family

development is conceptually shown with 95 spaces, meeting the minimum UDC standards based on the number of bedrooms and size of the units. No parking plan was submitted with the application.

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

A 10-foot wide multi-use pathway is proposed along the Farr Lateral and western and northern property boundaries in accord with the Meridian Pathways Master Plan. In addition, the applicant is extending the multi-use pathway from the Farr Lateral north and through the development to connect with the proposed 10-foot multi-use pathway located on the south side of the Farr Lateral that runs along the northernmost property boundary. The applicant is proposing the 10-foot multi-use pathway be located with a 14-foot wide public pedestrian easement. Much of the pathway is proposed to be located within a 20-foot wide common lot as well.

The multi-use pathway has other pedestrian connections via 5-foot detached sidewalks within parkways that run throughout the development. *If pathways loop through common driveways, Staff recommends signage is provided to notify pedestrians that the common driveways serve a dual purpose (i.e. driveway/pathway) and are part of the pathway loop.*

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

Detached sidewalks are proposed along all internal local streets as part of parkways, in accord with the standards listed in UDC 11-3A-17.

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

Eight-foot wide parkways are proposed adjacent to all local streets and are required to be constructed in accord with the standards listed in UDC 11-3A-17.

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

A 25-foot wide street buffer is required adjacent to E. Lake Hazel Rd., an arterial street, landscaped per the standards listed in [UDC 11-3B-7C](#). A 25-foot wide common lot is depicted on the plat; this common lot also houses the pressure irrigation pump station and widens beyond the required 25 feet towards the east end of the property where it adjoins the proposed multi-use pathway and the Farr Lateral. The correct number of trees appear to be shown on the submitted landscape plans (see Section VII.F)

Parkways are required to be landscaped in accord with the standards listed in [UDC 11-3B-7C](#). **The total lineal feet of parkways and required number of trees based should be included in the Landscape Calculations table on the final plat landscape plan to demonstrate compliance with UDC standards.**

Landscaping is required along all pathways (including micro-pathways) in accord with the standards listed in [UDC 11-3B-12C](#). The total lineal feet of pathways with the required and proposed number of trees are included in the Landscape Calculations table.

Common open space is required to be landscaped in accord with the standards listed in [UDC 11-3G-3E](#). The total square footage of common open space are included in the Landscape Calculations/Requirements table along with the required number of trees to demonstrate compliance with UDC standards.

M. Qualified Open Space ([UDC 11-3G](#)):

A minimum of 10% **qualified** open space meeting the standards listed in UDC 11-3G-3B is required. Based on the proposed plat of 55.14 acres, a minimum of 5.5 acres of common open space should be provided.

~~The applicant is proposing 7.7 acres of open space (or 14.66%)~~ The applicant is proposing 9.74 acres of open space (or 18.5%), of which 6.46 acres (or 12.3%) is qualifying open space consisting of a 10-foot multi-use pathway, common lots with open space areas, parkways along all proposed local streets, the inclusion of the Farr Lateral as open space, and half of the arterial street buffer to E. Lake Hazel Rd. Most of this open space is qualified open space The applicant reevaluated their open space exhibit and included all open space in their overall calculations while noting which area is qualifying; due to ACHD seepage beds throughout the development, the Applicant chose not to include any of the parkways in their qualifying open space calculation. Even without these parkway areas, the proposed open space in this development and exceeds UDC minimum standards (see Exhibit VII.F).

*Staff notes that the open space calculation includes area that is not common open space, i.e. the pool and pool deck. **This area is not open space but instead is part of an amenity; this area should be removed from the open space calculations and revised calculations provided prior to City Council.***

*The open space shown with the multi-family development appears to meet the specific use standards. A more cohesive and complete review will occur with the future Conditional Use Permit application required for multi-family development in the R-40 zoning district. **Staff recommends the applicant ensure the open space within the multi-family development meets the specific use standards requirements and the minimum 10% open space requirement in UDC 11-3G-3.***

N. Qualified Site Amenities ([UDC 11-3G](#)):

Based on the area of the proposed plat (55.14 acres), a minimum of three (3) qualified site amenities are required to be provided per the standards listed in [UDC 11-3G-3C](#).

The applicant proposes three (3) qualified amenities to include: a 10-foot multi-use pathway; a community pool; and additional qualified open space of at least 20,000 square feet. These proposed amenities meet the minimum UDC standards.

*The three (3) proposed amenities in the multi-family development conceptually meet the required specific use standards for multi-family development. **When the multi-family portion is submitted for CUP approval, the applicant should ensure there is an amenity from each of the required sections in UDC 11-4-3-27.D.***

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

The Farr Lateral runs along the boundary of this development starting at its southeast corner, continues along its southern and western boundary, and then bends north along its northern property boundary. The applicant is proposing to protect this waterway in place and add a 10-foot multi-use pathway outside of its easement to help create the waterway as a usable amenity for this community and others.

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

All fencing is required to comply with the standards listed in UDC 11-3A-7. Fencing is proposed as shown on the landscape plan and meets UDC standards as proposed.

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

The Applicant has submitted sample elevations of the single-family homes and the future multi-family component of this project (see Section VII.I).

The single-family homes are depicted as mostly single-story structures with a variety of finish materials with stone, stucco, and lap-siding combinations. Some homes depict extra-large spaces for at-home RV storage and others with a second-story that appears to show a bonus room. The alley loaded single-family homes also depict combinations of stone, stucco, and lap-siding. All single-family homes appear to meet the design and architectural standards.

The multi-family elevations depict a variety of finish materials and modulation. The rear elevations of the proposed multi-family buildings abut an arterial roadway (E. Lake Hazel Rd.) and will need to have additional modulation with the overall building footprints to break up the façade along the arterial and meet the required Architectural Standards; submit elevations that comply with City standards with the CUP application.

VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation and zoning with the requirement of a Development Agreement and approval of the requested preliminary plat with the conditions noted in Section VIII.A per the findings in Section IX of this staff report.

B. The Meridian Planning & Zoning Commission heard these items on April 2, 2020. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Preliminary Plat requests.

1. Summary of Commission public hearing:

- a. In favor: Jon Breckon, Applicant Representative
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Joseph Dodson
- f. Other Staff commenting on application: Bill Parsons; Andrea Pogue; and Bill Nary.

2. Key issue(s) of public testimony:

- a. None

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

- a. Fire response times and timing of future fire station build.
- b. Location of open space relative to proposed homes in the northeast.
- c. Enrollment and capacity of nearby schools; potential of future school sites nearby.

- d. Phasing of existing home connecting to City services; Commission decided to modify Staff's condition of approval and allow the home to connect to city services in line with the proposed phasing plan.
 - 4. Commission change(s) to Staff recommendation:
 - a. Modify condition of approval VIII.A8 to allow existing home to connect to city services in line with the proposed phasing plan.
 - b. Add condition to Development Agreement requiring language be placed into all sales information regarding the future multi-family development that will be a part of this project site.
 - 5. Outstanding issue(s) for City Council:
 - a. Council waiver to allow the Farr Lateral to remain as an open waterway. If Council supports the waiver for the canal to remain open, staff recommends Council include a new condition of approval allowing the Farr Lateral to remain open in accord with UDC 11-3A-6.
- C. The Meridian City Council heard these items on April 28, 2020. 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: Jon Breckon, Applicant Representative; Hethe Clark, Applicant Representative.
 - b. In opposition: Annette Alonso, Southern Rim Coalition
 - c. Commenting: Annette Alonso, Southern Rim Coalition
 - d. Written testimony: Annette Alonso – discussed pathway connectivity.
 - e. Staff presenting application: Joseph Dodson
 - f. Other Staff commenting on application: Bill Parsons; Bill Nary.
 - 2. Key issue(s) of public testimony:
 - a. Location of services in relation to this proposed subdivision;
 - b. Location of open space next to Farr Lateral and access to Discovery Park across Lake Hazel;
 - c. School enrollment concerns with the addition of this subdivision and others recently approved by City Council;
 - 3. Key issue(s) of discussion by City Council:
 - a. School capacities, enrollment, and future school sites; unknown picture of school district capacity as a whole.
 - b. Phasing of construction in regards to the multi-use pathway and overall pedestrian connectivity to the new Discovery Park located across the street from this development and other development.
 - 4. City Council change(s) to Commission recommendation:
 - a. Require the proposed multi-use pathway to be constructed in Phase 1 of development except for that area of pathway proposed within the multi-family development, phase 4.
 - b. Require that the street frontage improvements along Lake Hazel are to be completed with Phase 1 development.
 - c. The waiver to keep the Farr Lateral open was approved by City Council.

VII. EXHIBITS

A. Annexation Legal Descriptions and Exhibit Maps

Legal Description
City of Meridian Annexation
Lavender Heights Subdivision

A parcel of land located in the SW ¼ of Section 32, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum cap monument marking the southwest corner of said Section 32, from which an Aluminum cap monument marking the northwest corner of the SW ¼ of said section bears N 0°32'17" W a distance of 2700.11 feet;

Thence S 89°57'01" E along the southerly boundary of said SW ¼ a distance of 1331.91 feet to a 5/8 inch iron pin monument marking the southwest corner of the SE ¼ of said SW ¼ and the **POINT OF BEGINNING**;

Thence N 0°09'52" W along the westerly boundary of said SE ¼ of the SW ¼ a distance of 431.20 feet to the southeasterly corner of that parcel shown as the "John Freeman" parcel on Record of Survey No. 7783, records of Ada County, Idaho;

Thence along the southerly, westerly and northerly boundary of said parcel the following courses and distances:

Thence N 69°55'45" W a distance of 503.30 feet to a point;

Thence N 58°00'31" W a distance of 219.85 feet to a point of curvature;

Thence a distance of 114.95 feet along the arc of a 140.00 foot radius curve right, said curve having a central angle of 47°02'41" and a long chord bearing N 34°29'08" W a distance of 111.75 feet to a point of tangency;

Thence N 10°57'45" W a distance of 410.17 feet to a point of curvature;

Thence a distance of 155.37 feet along the arc of a 110.00 foot radius curve right, said curve having a central angle of 80°55'32" and a long chord bearing N 29°30'30" E a distance of 142.77 feet to a point of tangency;

Thence N 69°57'44" E a distance of 128.97 feet to a point;

Thence N 83°47'06" E a distance of 26.72 feet to a point;

Thence S 86°47'31" E a distance of 362.95 feet to a point of curvature;

Thence a distance of 122.47 feet along the arc of a 220.00 foot radius curve left, said curve having a central angle of 31°53'39" and a long chord bearing N 77°15'42" E a distance of 120.89 feet to a point of tangency;

Thence N 61°18'54" E a distance of 91.61 feet to a point of curvature;



Thence a distance of 22.57 feet along the arc of a 144.67 foot radius curve left, said curve having a central angle of 8°56'24" and a long chord bearing N 56°50'40" E a distance of 22.55 feet to a point on the east boundary of the NW ¼ of the SW ¼ of said Section 32, also being the westerly boundary of Blackrock Subdivision No. 1, as filed for record in Book 96 of Plats at Pages 12003 through 12008, records of Ada County, Idaho;

Thence along said boundary S 0°08'26" E a distance of 101.67 feet to the northwest corner of the SE ¼ of the SW ¼ of said Section 32, said point also being the northwesterly corner of the "Clayton Properties LLC" parcel shown on said Record of Survey No. 7783, and the southwesterly corner of said Blackrock Subdivision No. 1;

Thence leaving said "John Freeman" parcel boundary, and along the northerly boundary of said SE ¼ of the SW ¼, being partially along the northerly boundary of said "Clayton Properties LLC" parcel, also being the southerly boundary of said Blackrock Subdivision No. 1 S 89°49'51" E a distance of 1340.54 feet to the northeasterly corner of said SE ¼ of the SW ¼;

Thence along the easterly boundary of said SE ¼ of the SW ¼ S 0°12'02" W a distance of 1344.18 feet to the southeasterly corner of the SW ¼ of said Section 32;

Thence along the southerly boundary of said SW ¼ N 89°58'24" W a distance of 1331.96 feet to the **POINT OF BEGINNING**.

This parcel contains 55.14 acres, more or less, and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
November 25, 2019



Lavender Heights Annexation
Job No. 17-55
Page 2 of 2

Legal Description
R-4 Zone
Lavender Heights Subdivision

A parcel of land located in the SW ¼ of Section 32, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum cap monument marking the southwest corner of said Section 32, from which an Aluminum cap monument marking the northwest corner of the SW ¼ of said section bears N 0°32'17" W a distance of 2700.11 feet;

Thence S 89°57'01" E along the southerly boundary of said SW ¼ a distance of 1331.91 feet to a 5/8 inch iron pin monument marking the southwest corner of the SE ¼ of said SW ¼;

Thence N 0°09'52" W along the westerly boundary of said SE ¼ of the SW ¼ a distance of 431.20 feet to a point;

Thence N 69°55'45" W a distance of 262.71 feet to the **POINT OF BEGINNING**;

Thence continuing N 69°55'45" W a distance of 240.59 feet to a point;

Thence N 58°00'31" W a distance of 219.85 feet to a point of curvature;

Thence a distance of 114.95 feet along the arc of a 140.00 foot radius curve right, said curve having a central angle of 47°02'41" and a long chord bearing N 34°29'08" W a distance of 111.75 feet to a point of tangency;

Thence N 10°57'45" W a distance of 410.17 feet to a point of curvature;

Thence a distance of 155.37 feet along the arc of a 110.00 foot radius curve right, said curve having a central angle of 80°55'32" and a long chord bearing N 29°30'30" E a distance of 142.77 feet to a point of tangency;

Thence N 69°57'44" E a distance of 128.97 feet to a point;

Thence N 83°47'06" E a distance of 26.72 feet to a point;

Thence S 86°47'31" E a distance of 362.95 feet to a point of curvature;

Thence a distance of 122.47 feet along the arc of a 220.00 foot radius curve left, said curve having a central angle of 31°53'39" and a long chord bearing N 77°15'42" E a distance of 120.89 feet to a point of tangency;

Thence N 61°18'54" E a distance of 91.61 feet to a point of curvature;

Thence a distance of 22.57 feet along the arc of a 144.67 foot radius curve left, said curve having a central angle of 8°56'24" and a long chord bearing N 56°50'40" E a distance of 22.55 feet to a point on the east boundary of the NW ¼ of the SW ¼ of said Section 32, also being the



Lavender Heights Subdivision
Revised R-4 Zone
Job No. 17-55
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westerly boundary of Blackrock Subdivision No. 1 as shown in Book 96 of Plats at Pages 12003 through 12008, records of Ada County, Idaho;

Thence along said boundary S 0°08'26" E a distance of 101.67 feet to the northwest corner of the SE ¼ of the SW ¼ of said Section 32, said point also being the southwesterly corner of said Blackrock Subdivision No. 1;

Thence along the northerly boundary of said SE ¼ of the SW ¼, also being the southerly boundary of said Blackrock Subdivision No. 1 S 89°49'51" E a distance of 1340.54 feet to the northeasterly corner of said SE ¼ of the SW ¼;

Thence along the easterly boundary of said SE ¼ of the SW ¼ S 0°12'02" W a distance of 707.92 feet to a point;

Thence leaving said boundary N 89°47'24" W a distance of 141.89 feet to a point;

Thence S 0°12'02" W a distance of 23.62 feet to a point;

Thence S 39°56'09" W a distance of 31.50 feet to a point on a curve;

Thence a distance of 26.69 feet along the arc of a 60.00 foot radius non-tangent curve left, said curve having a central angle of 25°29'17" and a long chord bearing N 62°48'29" W a distance of 26.47 feet to a point of tangency;

Thence N 75°33'08" W a distance of 198.99 feet to a point;

Thence N 14°26'52" E a distance of 109.38 feet to a point of curvature;

Thence a distance of 24.92 feet along the arc of a 100.00 foot radius curve left, said curve having a central angle of 14°16'43" and a long chord bearing N 7°18'30" E a distance of 24.86 feet to a point of tangency;

Thence N 0°10'09" E a distance of 412.38 feet to a point;

Thence N 89°49'51" W a distance of 502.79 feet to a point of curvature;

Thence a distance of 29.79 feet along the arc of a 60.00 foot radius curve left, said curve having a central angle of 28°23'02" and a long chord bearing S 75°58'38" W a distance of 29.42 feet to a point;

Thence N 28°12'53" W a distance of 31.50 feet to a point;

Thence N 89°49'51" W a distance of 296.01 feet to a point;

Thence S 28°33'11" W a distance of 31.50 feet to a point on a curve;

Thence a distance of 29.72 feet along the arc of a 60.00 foot radius non-tangent curve left, said curve having a central angle of 28°23'02" and a long chord bearing N 75°38'20" W a distance of 29.42 feet to a point of tangency;



Thence N 89°49'51" W a distance of 613.00 feet to a point of curvature;

Thence a distance of 94.25 feet along the arc of a 60.00 foot radius curve left, said curve having a central angle of 90°00'00" and a long chord bearing S 45°10'09" W a distance of 84.85 feet to a point of tangency;

Thence S 0°10'09" W a distance of 163.00 feet to a point of curvature;

Thence a distance of 94.25 feet along the arc of a 60.00 foot radius curve left, said curve having a central angle of 90°00'00" and a long chord bearing S 44°49'51" E a distance of 84.85 feet to a point of tangency;

Thence S 89°49'51" E a distance of 186.00 feet to a point;

Thence S 0°10'09" W a distance 209.50 feet to a point of curvature;

Thence a distance of 94.25 feet along the arc of a 60.00 foot radius curve left, said curve having a central angle of 90°00'00" and a long chord bearing S 44°49'51" E a distance of 84.85 feet to a point of tangency;

Thence S 89°49'51" E a distance of 18.64 feet to a point;

Thence S 0°09'52" E a distance of 122.87 feet to the **POINT OF BEGINNING**.

This parcel contains 16.37 acres, more or less.

Clinton W. Hansen, PLS
Land Solutions, PC
Revised May 1, 2020



Lavender Heights Subdivision
Revised R-4 Zone
Job No. 17-55
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Thence S 89°49'51" E a distance of 296.01 feet to a point;

Thence S 28°12'53" E a distance of 31.50 feet to a point on a curve;

Thence a distance of 29.79 feet along the arc of a 60.00 foot radius non-tangent curve right, said curve having a central angle of 28°23'02" and a long chord bearing N 75°58'38" E a distance of 29.42 feet to a point of tangency;

Thence S 89°49'51" E a distance of 502.79 feet to a point;

Thence S 0°10'09" W a distance of 412.38 feet to a point of curvature;

Thence a distance of 24.92 feet along the arc of a 100.00 foot radius curve right, said curve having a central angle of 14°16'43" and a long chord bearing S 7°18'30" W a distance of 24.86 feet to a point of tangency;

Thence S 14°26'52" W a distance of 109.38 feet to a point;

Thence S 75°33'08" E a distance of 198.99 feet to a point of curvature;

Thence a distance of 26.69 feet along the arc of a 60.00 foot radius curve right, said curve having a central angle of 25°29'17" and a long chord bearing S 62°48'29" E a distance of 26.47 feet to a point;

Thence N 39°56'09" E a distance of 31.50 feet to a point;

Thence N 0°12'02" E a distance of 23.62 feet to a point;

Thence S 89°47'24" E a distance of 141.89 feet to a point on the easterly boundary of said SE ¼ of the SW ¼;

Thence along said easterly boundary S 0°12'02" W a distance of 563.26 feet to a point;

Thence leaving said boundary N 89°58'24" W a distance of 103.29 feet to a point;

Thence N 67°56'23" W a distance of 156.05 feet to a point;

Thence N 14°26'52" E a distance of 150.51 feet to a point;

Thence N 15°05'05" W a distance of 51.58 feet to a point on a curve;

Thence a distance of 30.93 feet along the arc of a 60.00 foot radius non-tangent curve right, said curve having a central angle of 29°31'57" and a long chord bearing S 89°40'54" W a distance of 30.59 feet to a point of tangency;

Thence N 75°33'08" W a distance of 598.93 feet to a point of curvature;



Thence a distance of 81.16 feet along the arc of a 100.00 foot radius curve right, said curve having a central angle of 46°30'00" and a long chord bearing N 52°18'08" W a distance of 78.95 feet to a point;

Thence S 49°44'18" W a distance of 92.66 feet to a point;

Thence S 14°26'52" W a distance of 137.03 feet to a point;

Thence N 75°33'08" W a distance of 176.02 feet to a point;

Thence N 70°56'08" W a distance of 170.63 feet to the **POINT OF BEGINNING**.

This parcel contains 28.07 acres, more or less.

Clinton W. Hansen, PLS
Land Solutions, PC
Revised May 1, 2020



Lavender Heights Subdivision
Revised R-8 Zone
Job No. 17-55
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Legal Description
R-15 Zone
Lavender Heights Subdivision

A parcel of land located in the SW ¼ of Section 32, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum cap monument marking the southwest corner of said Section 32, from which an Aluminum cap monument marking the northwest corner of the SW ¼ of said section bears N 0°32'17" W a distance of 2700.11 feet;

Thence S 89°57'01" E along the southerly boundary of said SW ¼ a distance of 1331.91 feet to a 5/8 inch iron pin monument marking the southwest corner of the SE ¼ of said SW ¼;

Thence N 0°09'52" W along the westerly boundary of said SE ¼ of the SW ¼ a distance of 431.20 feet;

Thence S 70°56'08" E a distance of 170.63 feet to a point;

Thence S 75°33'08" E a distance of 176.02 feet to the **POINT OF BEGINNING**;

Thence N 14°26'52" E a distance of 137.03 feet to a point;

Thence N 49°44'18" E a distance of 92.66 feet to a point on a curve;

Thence a distance of 81.16 feet along the arc of a 100.00 foot radius non-tangent curve left, said curve having a central angle of 46°30'00" and a long chord bearing S 52°18'08" E a distance of 78.95 feet to a point of tangency;

Thence S 75°33'08" E a distance of 598.93 feet to a point of curvature;

Thence a distance of 30.93 feet along the arc of a 60.00 foot radius curve left, said curve having a central angle of 29°31'57" and a long chord bearing N 89°40'54" E a distance of 30.59 feet to a point;

Thence S 15°05'05" E a distance of 51.58 feet to a point;

Thence S 14°26'52" W a distance of 150.51 feet to a point;

Thence N 67°56'23" W a distance of 46.03 feet to a point;

Thence N 75°33'08" W a distance of 734.37 feet to the **POINT OF BEGINNING**.

This parcel contains 3.25 acres, more or less.

Clinton W. Hansen, PLS
Land Solutions, PC
November 25, 2019



Lavender Heights Subdivision
R-15 Zone
Job No. 17-55
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Legal Description
R-40 Zone
Lavender Heights Subdivision

A parcel of land located in the SE ¼ of the SW ¼ of Section 32, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum cap monument marking the southwest corner of said Section 32, from which an Aluminum cap monument marking the northwest corner of the SW ¼ of said section bears N 0°32'17" W a distance of 2700.11 feet;

Thence S 89°57'01" E along the southerly boundary of said SW ¼ a distance of 1331.91 feet to a 5/8 inch iron pin monument marking the southwest corner of the SE ¼ of said SW ¼, the **POINT OF BEGINNING**;

Thence N 0°09'52" W along the westerly boundary of said SE ¼ of the SW ¼ a distance of 431.20 feet to a point;

Thence leaving said boundary S 70°56'08" E a distance of 170.63 feet to a point;

Thence S 75°33'08" E a distance of 910.39 feet to a point;

Thence S 67°56'23" E a distance of 202.08 feet to a point;

Thence S 89°58'24" E a distance of 103.29 feet to a point on the easterly boundary of said SE ¼ of the SW ¼;

Thence along said boundary S 0°12'02" W a distance of 73.00 feet to the southeast corner of said SE ¼ of the SW ¼;

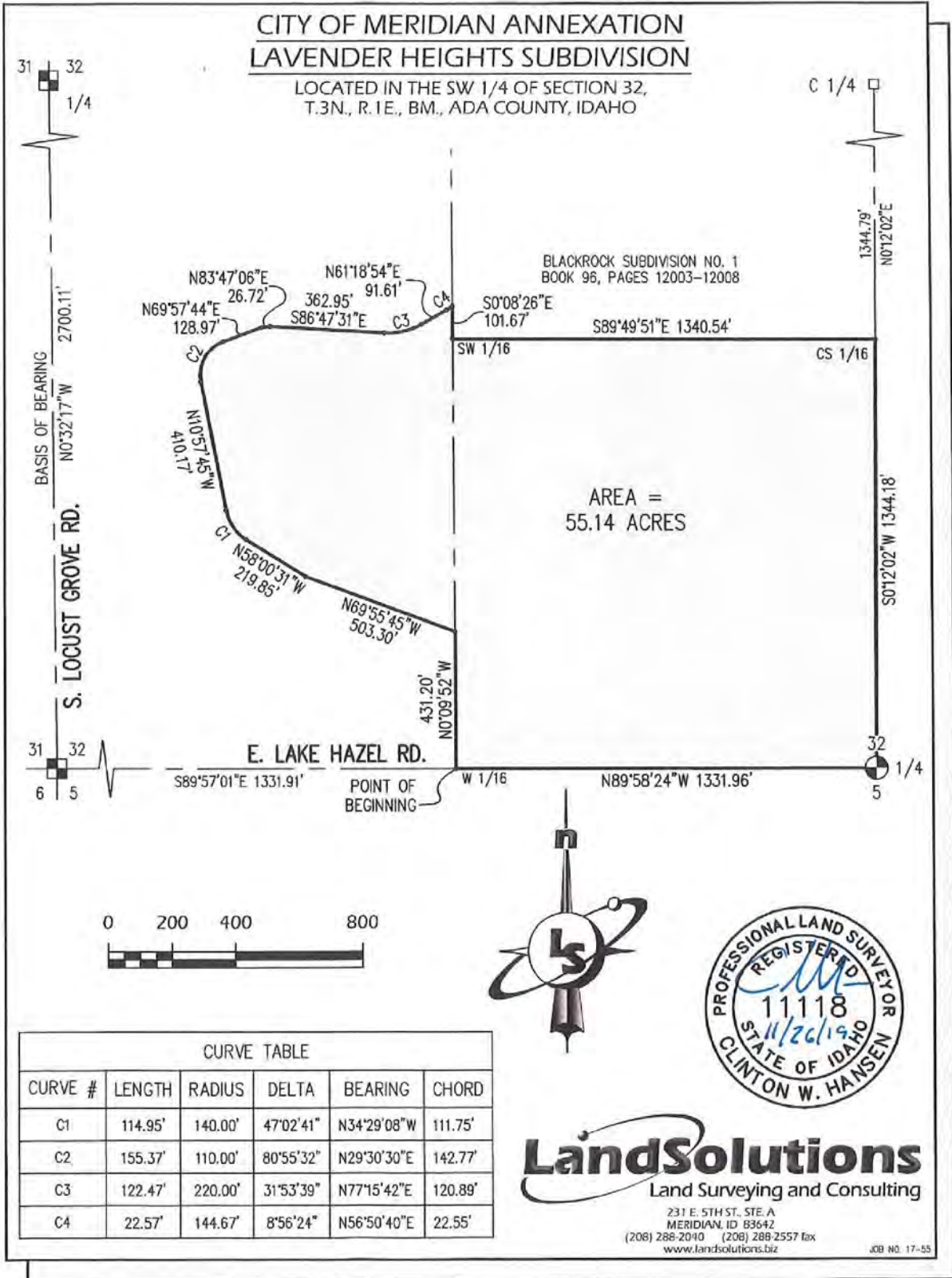
Thence along the southerly boundary of said SE ¼ of the SW ¼ N 89°58'24" W a distance of 1331.96 feet to the **POINT OF BEGINNING**.

This parcel contains 7.44 acres, more or less.

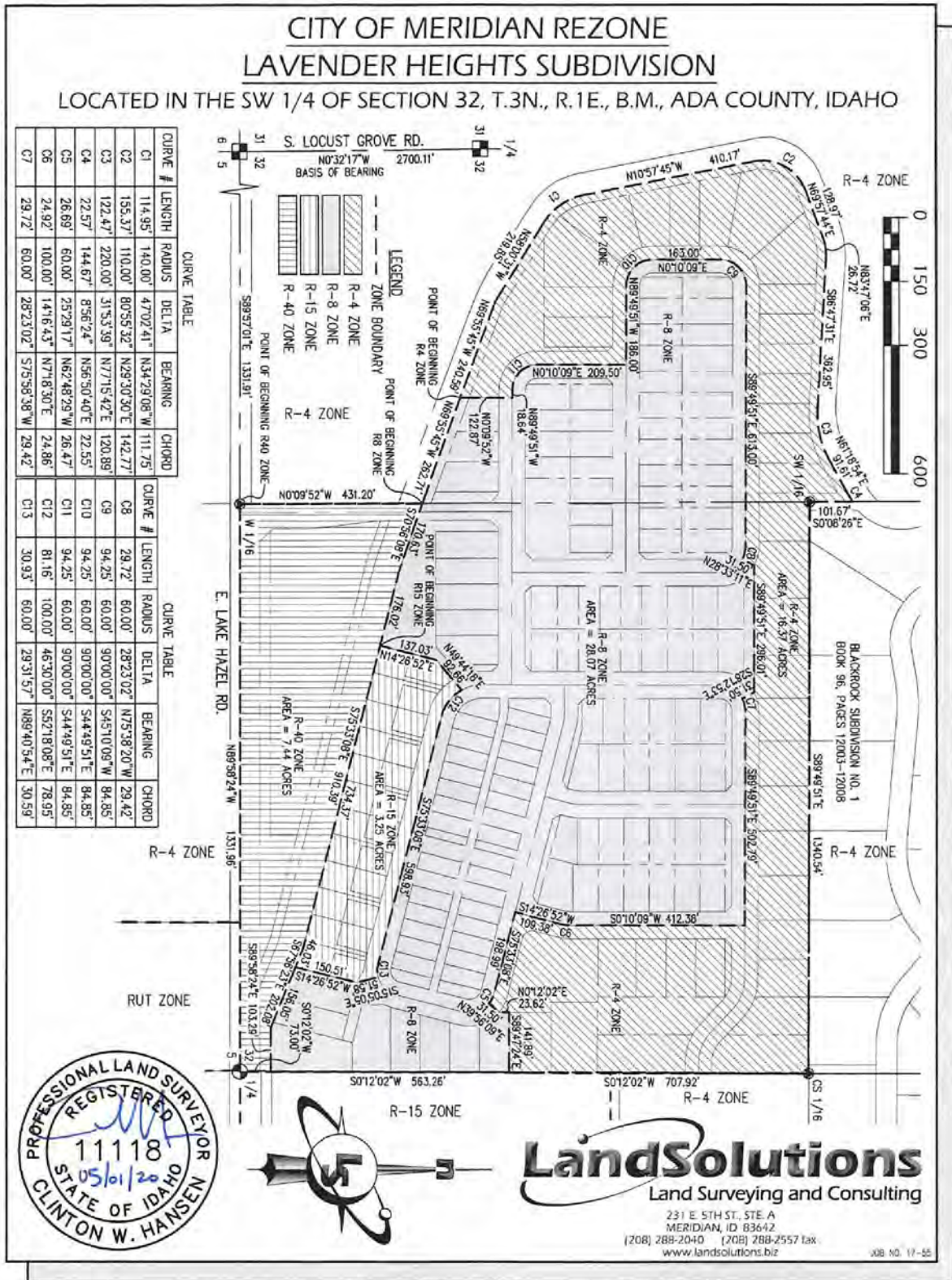
Clinton W. Hansen, PLS
Land Solutions, PC
December 3, 2019



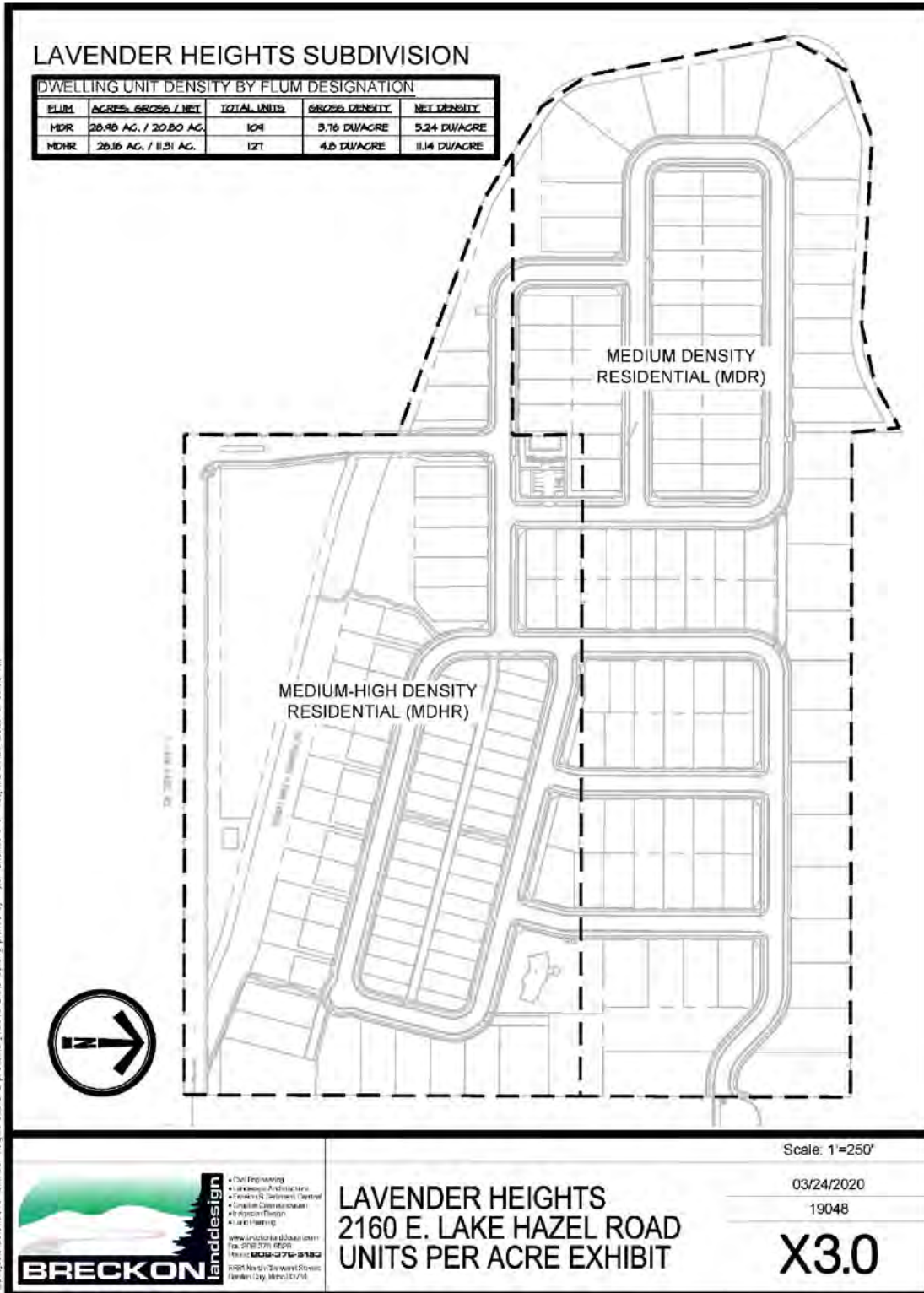
Lavender Heights Subdivision
R-40 Zone
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B. Proposed Zoning Designations (date: 12/3/2019 05/01/2020)



D. FLUM Density Exhibit





H. Phasing Plan



I. Conceptual Building Elevations







VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

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

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions:

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan and conceptual building elevations for the single-family dwellings included in Section VII and the provisions contained herein.
 - b. The 10-foot multi-use pathway shall be constructed with Phase 1 of the development, except for that area located in the proposed future multi-family development along the southern edge of the Farr Lateral, shown as Phase 4.
 - c. The required secondary access via extension of E. Brace Dr. shall be constructed with Phase 1 of the development.
 - d. Direct lot access to Lake Hazel Road shall be prohibited.
 - e. No more than 54 and no less than 36 units shall be allowed on the R-40 zoned property. Detailed Conditional Use Permit approval is required prior to any development on the R-40 zoned area.
 - f. With the sale of all future homes in the Lavender Heights Subdivision, all sales information shall have language regarding the future multi-family project that will be a part of this development.
 - g. Per City Council waiver, the Farr Lateral waterway shall remain open in accord with the standards in UDC 11-3A-6.
 - h. The required street frontage improvements (sidewalk and landscaping) along E. Lake Hazel Road shall be constructed with Phase 1 of the development.
2. The preliminary plat included in Section VII.C, dated ~~01/23/2020~~ 04/17/2020, shall be revised as follows prior to submittal of the final plat application:
 - a. Add to the plat, a proposed curb-cut for the future roadway to the west from S. Bloomerang Ave.
 - b. For phases adjacent to E. Lake Hazel Road, add a note prohibiting direct lot access via E. Lake Hazel Road.

Submit a revised plan (and electronic copy) to the Planning Division at least 10 days prior to the City Council hearing.
 3. The landscape plan included in Section VII.F, dated ~~01/23/2020~~ 04/20/2020, shall be revised as follows prior to submittal of the final plat application:

- a. The Landscape Calculations/Requirements table shall include the following: 1) the total linear feet of parkways and the required number of residential subdivision trees per UDC 11-3B-7C; 2) the total square footage of common open space and required number of trees per UDC 11-3G-3E.
 - b. Change proposed fencing symbol to more clearly reflect the type of fencing proposed (i.e. a different symbol for each type of fencing); all fencing shall comply with the standards listed in UDC 11-3A-7.
4. ~~The Open Space Exhibit shall be corrected to remove impermeable surface area on Lot 9, Block 3.~~
 4. Future development shall be consistent with the minimum dimensional standards listed in [UDC Table 11-2A-6](#) for all proposed zoning districts.
 5. 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.
 6. **An exhibit shall be submitted with the final plat application that depicts the setbacks, fencing, building envelope, and orientation of the lots and structures accessed via the common driveway; if a property abuts a common driveway but has the required minimum street frontage and is taking access via the public street, the driveway shall be depicted on the opposite side of the shared property line from the common driveway as set forth in [UDC 11-6C-3D](#).**
 7. Where pathways loop through common driveways, signage shall be provided to notify pedestrians that the common driveways serve a dual purpose (i.e. driveway/pathway) and are part of the pathway loop.
 8. The existing home that is to remain shall be required to connect to City of Meridian city services with Phase ~~±~~2 of the development, consistent with the proposed phasing plan. ***Therefore, a revised phasing plan shall be submitted to the Planning Department at least 10 days prior to the City Council Hearing reflecting this requirement.***

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

- 1.1 Each phase of this development must be modeled to ensure fire flow requirements can be met. A second water main connection may be required at first phase.
- 1.2 Existing wells must be decommissioned according to IDWR rules which include employing methods to ensure grout fills the annular space outside of the well casing. Record of abandonment must be provided to the City prior to final plat signature.
- 1.3 Applicant to coordinate with Public Works Engineering regarding fire flow requirements beyond 1500 gpm.
- 1.4 No sewer mainlines in common drives, only sewer services (reminder that a maximum of three services are allowed into a manhole, with a minimum 30-degrees of angle separation).
- 1.5 Sanitary sewer and water service lines extending through storm water seepage beds should be avoided.

2. General Conditions of Approval

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to

provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.

- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-foot wide for a single utility, or 30-foot wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 12-13-8.3). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
- 2.7 Any existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9 4 8 contact the City of Meridian Engineering Department at (208)898-5500 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources Contact Robert B. Whitney at (208)334-2190.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.

- 2.11 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
- 2.12 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.13 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 All grading of the site shall be performed in conformance with MCC 11-12-3H.
- 2.17 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.18 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.19 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.20 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.21 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 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=186665&dbid=0&repo=MeridianCity>

D. POLICE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=184598&dbid=0&repo=MeridianCity>

E. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=185184&dbid=0&repo=MeridianCity>

F. COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO (COMPASS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=184930&dbid=0&repo=MeridianCity>

G. BOISE PROJECT BOARD OF CONTROL

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=184482&dbid=0&repo=MeridianCity>

H. NAMPA & MERIDIAN IRRIGATION DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=184914&dbid=0&repo=MeridianCity>

I. CENTRAL DISTRICT HEALTH DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=184498&dbid=0&repo=MeridianCity>

J. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=184482&dbid=0&repo=MeridianCity>

K. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=185203&dbid=0&repo=MeridianCity>

L. WEST ADA SCHOOL DISTRICT (WASD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=185278&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 Commission finds the proposed zoning map amendment to R-4, R-8, R-15, and R-40 and subsequent development is consistent with the Comprehensive Plan, if all conditions of approval are complied with.

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

The City Council finds the proposed zoning map amendment will allow for the development of single-family detached and attached homes, as well as multi-family; all of which will contribute to the range of housing opportunities available within the City consistent with the Comprehensive Plan and 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 per the Analysis in Section V.

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, with Staff’s recommendations, is in substantial compliance with the adopted Comprehensive Plan in regard to land use, density, transportation, and pedestrian connectivity. (Please see Comprehensive Plan Policies in, Section V of this report for more information.)

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

The City Council finds that public services will be provided to the subject property with development. (See Section VIII of the Staff Report for more details from public service providers.)

- 3. The plat is in conformance with scheduled public improvements in accord with the City’s capital improvement program;**

Because City water and sewer and any other utilities will be provided by the development at their own cost, 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 VII 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 and approves of the overall project.

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: Pathway Agreement Between the Nampa & Meridian Irrigation District and the City of Meridian Regarding the Warrick Subdivision No. 3 Pathway

AGREEMENT

AGREEMENT, made and entered into this ____ day of _____, 2020, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the “District,” and

THE CITY OF MERIDIAN, a political subdivision and municipality of the State of Idaho

hereinafter referred to as the “City,”

WITNESSETH:

WHEREAS, the parties hereto entered into a Master Pathway Agreement For Developing and Maintaining Pathways for public use along and across some of the District’s ditches and within some of the District’s easements and fee title lands dated December 19, 2000, recorded as Instrument No. 100102999, records of Ada County, Idaho, hereinafter referred to as the “Master Pathway Agreement;” and,

WHEREAS, the District and the City intended by entering the Master Pathway Agreement to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities; to enhance the City’s pathway planning through early consultation between the City and the District; to establish a process for the City’s submission of pathway requests and the District’s consideration of such requests; and to provide the general conditions for the District’s approval and authorization of pathway requests affecting the District’s ditches, property, operations and maintenance; and,

WHEREAS, the District grants to the City the right develop pathways to encroach within the District’s easements along and across the District’s ditches, canals and easements therefor upon the terms and conditions of said Master Pathway Agreement and after the execution of an agreement for each proposed crossing and encroachment; and,

WHEREAS, the City is the owner of the real property easement / right of way (burdened with the easement of the District hereinafter mentioned) particularly described in the “Legal Description” attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District controls the irrigation/drainage ditch or canal known as the TEN MILE DRAIN (hereinafter referred to as “ditch or canal”) together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or canal, and which crosses and intersects said described real property of the City as shown on Exhibit B attached hereto and by this reference made a part hereof; and,

WHEREAS, the City desires approval to construct, install, operate and maintain a 10' wide asphalt pedestrian pathway on the west side of the Ten Mile Drain in Warrick Subdivision No. 3 and within the District’s easement for the Ten Mile Drain under the terms and conditions of said Master Pathway Agreement and those hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in said Master Pathway Agreement, the parties hereto agree as follows:

1. The City may construct, operate, maintain and repair a 10' wide asphalt pedestrian pathway on the west side of the Ten Mile Drain in Warrick Subdivision No. 3 and within the District's easement for the Ten Mile Drain, located northwest of the intersection of Eagle Road and Amity Road in Meridian, Ada County, Idaho.

2. Any construction, widening or crossing of said ditch or canal shall be performed in accordance with the "Special Conditions" stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The permitted hours of use of the pathway shall be from one half hour before sunrise and one half hour after sunset.

4. The parties hereto incorporate in and make part of this Agreement all the covenants, conditions, and agreements of said Master Pathway Agreement unchanged except as the result of the provisions of this Agreement.

The covenants, conditions and agreements herein contained and incorporated by reference shall constitute covenants to run with, and running with, all of the lands of the City described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the City has hereunto subscribed its corporate name to be subscribed and its seal to be affixed thereto, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

THE CITY OF MERIDIAN

By _____

ATTEST:

STATE OF IDAHO)
) ss:
County of Canyon)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Will Patterson and Michael Comeskey, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district executed the same.

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

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity executed the same.

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

Notary Public for _____
Residing at _____, _____
My Commission Expires: _____

EXHIBIT A
Legal Description

A right-of-way/easement located within Warrick Subdivision No. 3 located in Section 32, Township 3 North, Range 1 East, B.M., Meridian, Ada County, Idaho, and is more particularly described in **Exhibit A-1** attached hereto and by this reference incorporated herein.

EXHIBIT B
Location of Property/Drain

See Exhibit C-1 attached hereto.

EXHIBIT C
Special Conditions

- a. The location and construction of the pathway shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof.
- b. The District's easement along this section of the Ten Mile Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or lateral, and to access the ditch or lateral for said purposes and along this section of the Ten Mile Drain is a minimum of 100 feet, 50 feet to either side of the centerline of the Ten Mile Drain.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.

EXHIBIT ____

DESCRIPTION FOR
WARRICK SUBDIVISION NO. 3
PATHWAY EASEMENT

A portion of the N 1/2 of the NE 1/4 of Section 32, T.3N., R.1E., B.M., Ada County, Idaho more particularly described as follows:

EASEMENT A1:

Commencing at the N 1/4 corner of said Section 32 from which the NE corner of said Section 32 bears South 89°43'43" East, 2656.26 feet;

thence South 60°19'44" East, 1,210.62 feet to the **REAL POINT OF BEGINNING**;

thence North 53°06'02" East, 25.00 feet;

thence South 36°53'58" East, 403.50 feet;

thence South 53°06'02" West, 25.00 feet;

thence North 36°53'58" West, 403.50 feet to the **REAL POINT OF BEGINNING**.

EASEMENT A2:

Commencing at the N 1/4 corner of said Section 32 from which the NE corner of said Section 32 bears South 89°43'43" East, 2656.26 feet;

thence South 54°07'41" East, 1,625.23 feet **REAL POINT OF BEGINNING**;

thence North 53°06'02" East, 25.00 feet;

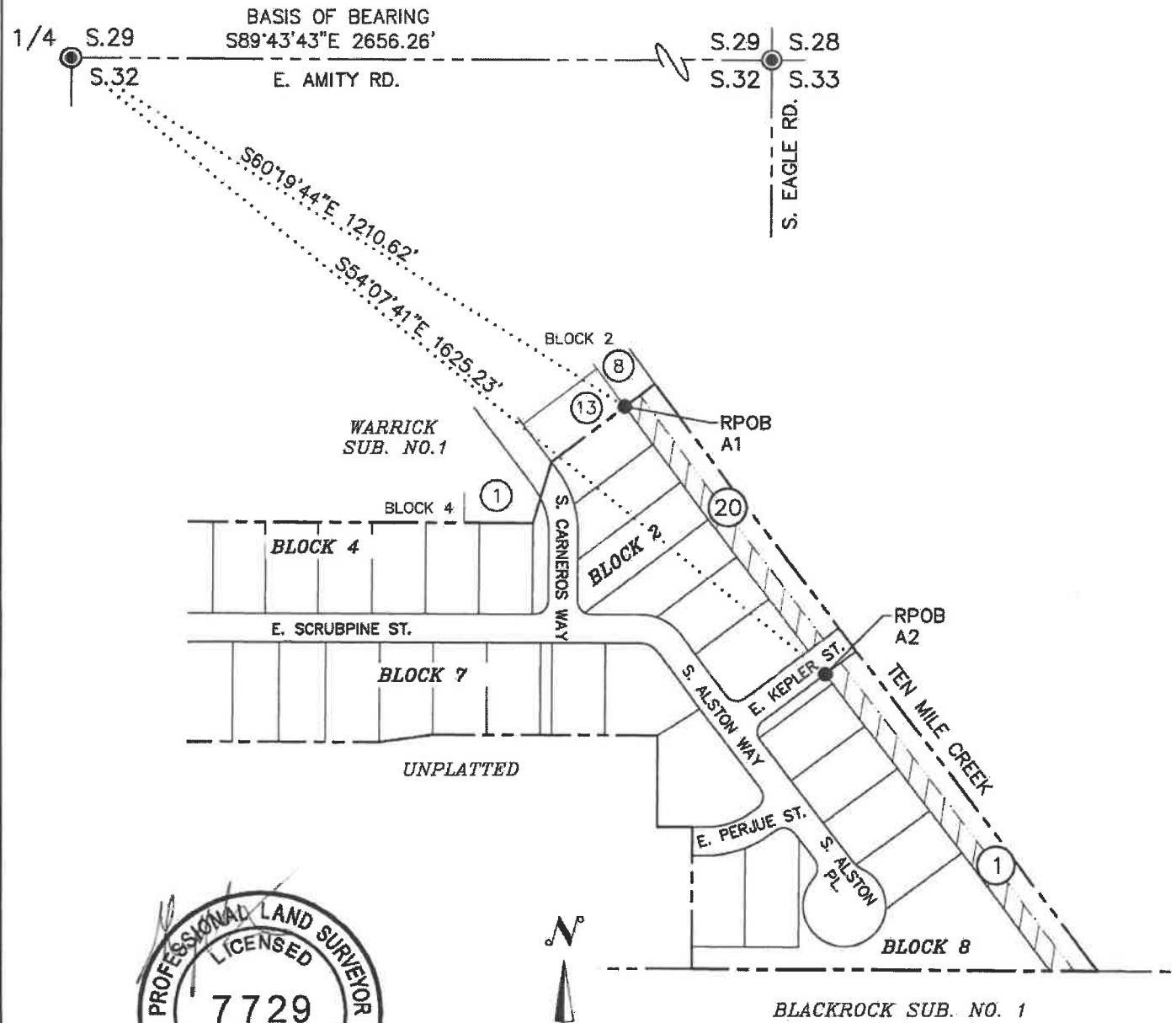
thence South 36°53'58" East, 510.87 feet to a point on the North boundary line of Blackrock Subdivision No. 1 as filed in Book 96 of Plats at Pages 12003 through 12008, records of Ada County, Idaho;

thence along said North boundary line North 89°42'04" West, 31.39 feet;

thence leaving said North boundary line North 36°53'58" West, 491.90 feet to the **REAL POINT OF BEGINNING**.



Item #11.



SCALE: 1" = 200'

P:\Warrick Sub No 3 20-125\den\Warrick Sub 3 Pathway Easement.dwg 6/1/2020 12:28:44 PM

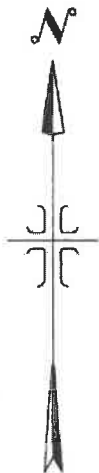
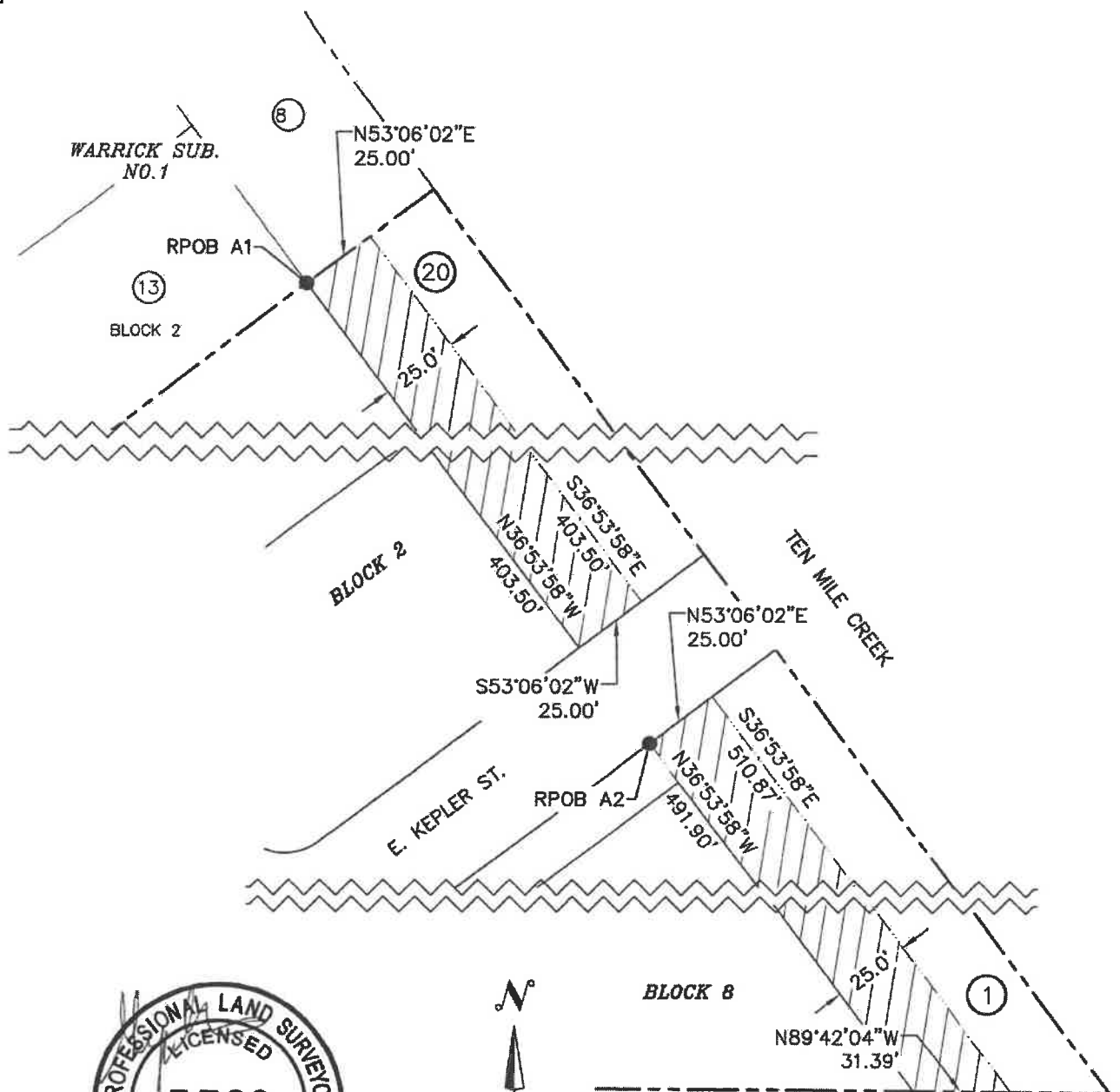
IDAHO SURVEY GROUP, LLC
9955 W EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT ___ DRAWING FOR
WARRICK SUBDIVISION NO. 3
PATHWAY EASEMENT

LOCATED IN THE N 1/2 OF THE NE 1/4 OF SECTION 32,
T.3N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO.	20-125
SHEET NO.	1 of 2
DWG. DATE	6/1/2020

Item #11.



SCALE: 1" = 50'

P:\Warrick Sub No 3 20-125\Draw\Warrick Sub 3 Pathway Eas.dwg 6/1/2020 11:32:24 AM

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

EXHIBIT ___ DRAWING FOR
 WARRICK SUBDIVISION NO. 3
 PATHWAY EASEMENT

LOCATED IN THE N 1/2 OF THE NE 1/4 OF SECTION 32,
 T.3N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO.	20-125
SHEET NO.	2 of 2
DWG. DATE	6/1/2020



AGENDA ITEM

ITEM TOPIC: Professional Services Agreements Between City of Meridian and West Ada School District Student Awardees for Traffic Box Community Art Project

- A. Veronica Willard
- B. Kamden Prock
- C. Aeryn Waterman
- D. Riley Wiles
- E. Leanna Tackett

**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this ___ day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Kimberly or Gary Willard, (“Contractor”), an individual person and parent or legal guardian of Veronica Willard, a minor child (“Artist”).

WHEREAS, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

WHEREAS, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Flower art*,” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

WHEREAS, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. SCOPE.

- A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.
- C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the

Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

II. TERMS AND CONDITIONS

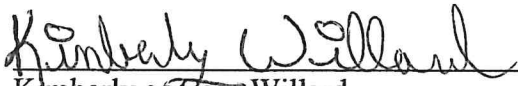
- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or any official, agent, or employee of City.

- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. **Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

CONTACTOR:

ARTIST:



 Kimberly of Gary Willard
 Parent or Guardian of Veronica Willard



 Veronica Willard

CITY OF MERIDIAN:

BY: _____
 Robert Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

EXHIBIT A
VERONICA WILLARD



**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this ___ day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Ann Young, (“Contractor”), an individual person and parent or legal guardian of Kamden Prock, a minor child (“Artist”).

WHEREAS, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

WHEREAS, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Moonlight*,” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

WHEREAS, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. SCOPE.

- A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.
- C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the

Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

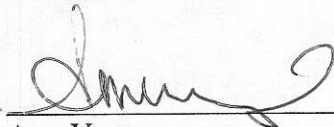
II. TERMS AND CONDITIONS

- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or any official, agent, or employee of City.

- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. **Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.


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

CONTACTOR:



 Ann Young
 Parent or Guardian of Kamden Prock

ARTIST:



 Kamden Prock

CITY OF MERIDIAN:

BY: _____
 Robert Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

EXHIBIT A *KAMDEN PROCK*



**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this ___ day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Todd Shiver or Joleen Waterman, (“Contractor”), an individual person and parent or legal guardian of Aeryn Waterman, a minor child (“Artist”).

WHEREAS, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

WHEREAS, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*In the mind of a teenage woman,*” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

WHEREAS, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. SCOPE.

- A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.
- C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the

Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

II. TERMS AND CONDITIONS

- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or any official, agent, or employee of City.

- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. **Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

CONTACTOR:



 Todd Shiver or Joleen Waterman
 Parent or Guardian of Aeryn Waterman

ARTIST:



 Aeryn Waterman

CITY OF MERIDIAN:

BY: _____
 Robert Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

EXHIBIT A
AERYN WATERMAN



**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this ___ day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Dan or Chantel Wiles, (“Contractor”), an individual person and parent or legal guardian of Riley Wiles, a minor child (“Artist”).

WHEREAS, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

WHEREAS, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Riley’s Rose*,” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

WHEREAS, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. SCOPE.

A. Delivery of Artwork; purpose. Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.

C. Copyright. Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the

Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

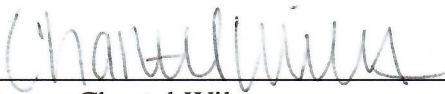
II. TERMS AND CONDITIONS

- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or any official, agent, or employee of City.

- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. **Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

CONTACTOR:



 Dan or Chantel Wiles
 Parent or Guardian of Riley Wiles

ARTIST:



 Riley Wiles

CITY OF MERIDIAN:

BY: _____
 Robert Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

EXHIBIT A
RILEY WILES



**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this ___ day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Theodore or Jamie Burns, (“Contractor”), an individual person and parent or legal guardian of Leana Tackett, a minor child (“Artist”).

WHEREAS, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

WHEREAS, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Peaceful Night*,” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

WHEREAS, Artist and Contractor wish to participate in the Project by allowing the Artwork to become a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. SCOPE.

- A. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box, or for other purpose, in City’s sole discretion.
- C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the

Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Contractor understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

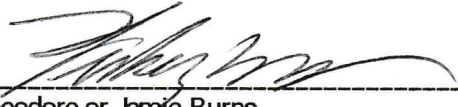
II. TERMS AND CONDITIONS

- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor or Artist in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Contractor is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or any official, agent, or employee of City.

- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. **Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

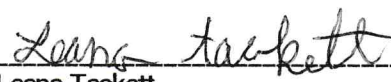
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

CONTACTOR:



 Theodore or Jamie Burns
 Parent or Guardian of Leana Tackett

ARTIST:



 Leana Tackett

CITY OF MERIDIAN:

BY: _____
 Robert Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

EXHIBIT A
LEANA TACKETT





AGENDA ITEM

ITEM TOPIC: Artwork License Agreement Between City of Meridian and Casey Gurr for Traffic Box Community Art Project

ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT

This ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this 6th day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Casey Gurr, an individual person (“Artist”).

WHEREAS, the City desires that public art will be a component of our community, and to that end, the Meridian Arts Commission (“MAC”) issued the Call for Artists attached hereto as *Exhibit A*, seeking proposals for the inclusion of artwork in the Traffic Box Art Image Repository, a repository of images portraying artwork available for production of vinyl wraps to be installed on traffic signal boxes in Meridian as derivative works, with permission from the property owner Ada County Highway District, as part of the Traffic Box Community Art Project (“Project”), as a benefit to the public;

WHEREAS, Artist submitted a response to the Call for Artists, which response included the Application and Acknowledgments and letter of intent attached hereto as *Exhibit B*;

WHEREAS, on May 18, 2019, the Meridian Arts Commission reviewed the responses to the Call for Artists, recommended works appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, including the piece of art entitled *Comets Inbound*, depicted in *Exhibit C* hereto (“Artwork”) submitted by Artist, and on June 11, 2019, Meridian City Council accepted such recommendation, creating the Traffic Box Art Image Repository via Resolution no. 19-2146;

WHEREAS, Artist wishes to participate in the Project by allowing the Artwork to be scanned and formatted in order to depict a derivative work of the Artwork on a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. SCOPE.

- A. License; alterations.** Artist grants to City an irrevocable license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps (“Vinyl Wrap”), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in City’s sole discretion.
- B. Delivery of Artwork; purpose.** Artist shall allow City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, printing such image or portions thereof on the Vinyl Wrap, and installing the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist’s person, property, or interests. Insurance of original Artwork shall be in Artist’s sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- C. Copyright.** Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. City shall maintain

the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.
2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

- D. Artist is creator of Artwork.** Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.
- E. Ownership.** City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as derivative works from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's sole discretion. Artist specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Artist for services rendered pursuant to this Agreement in the amount of three hundred dollars (\$300.00). This payment shall constitute full compensation from City to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Artist consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes.

II. TERMS AND CONDITIONS

- A. Acknowledgment.** Artist acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Artist shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Artist or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. Relationship of Parties.** Artist is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or employee of City.

- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. **Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:

Casey Gurr

Casey Gurr

CITY OF MERIDIAN:

BY: _____
Robert Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

Call for Artists: TRAFFIC BOX ART IMAGE REPOSITORY

OVERVIEW:

The Meridian Arts Commission (MAC) seeks proposals of two-dimensional artwork to be added to a repository of images portraying artwork available for reproduction on a vinyl wrap to be installed on a traffic box in Meridian. As funding becomes available, MAC and/or a sponsoring partner may select a piece of artwork represented in the repository to reproduce as a vinyl wrap. Artwork included in the repository may not be selected for a traffic box wrap. A \$300 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
Meridian ID 83642

DEADLINE:

This call shall be open until 5:00 p.m. on Friday, April 12, 2019.

SELECTION PROCESS:

The selection of art for inclusion in the digital repository will be made by MAC. MAC will jury submissions at its regularly scheduled meetings, as they are received. MAC will notify selectees either by email or letter sent U.S. Mail. In evaluating eligible proposals, the following factors will be considered:

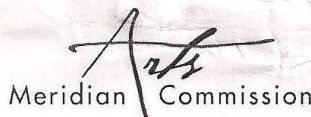
- Quality of work;
- Appropriateness of subject and concept for a public space;
- Consistency with City policy and community values; and
- Contribution to aesthetic and cultural atmosphere of the Meridian community.

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.







EXHIBIT B
APPLICATION MATERIALS




Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY

Applicant: Casey Gurr
 E-mail address: Caseygurr@aol.com
 Mailing address: 2320 Judith St. Boise, Id. 83705
 Physical address: as above
 Applicant phone: Day: _____ Cell: 208-891-8349
 Image title(s):
 1. Comets Inbound
 2. Solar Lashing
 3. Blue giant with a belt

I hereby acknowledge the following stipulations and agree that if one of the images listed above is selected for inclusion in the Traffic Box Art Digital Repository, such inclusion shall occur subject to these general terms and conditions, as well as subject to other specific terms and conditions that shall be set forth in a separate, written Acceptance Agreement between myself and the City of Meridian. I specifically acknowledge and agree that:

-  A. All artwork submitted with this proposal for consideration for inclusion in the digital repository is original work that I myself conceived and created in all respects.
-  B. Before work represented in the digital repository may be installed as a vinyl traffic box wrap, I will be required to enter into a written agreement with the City of Meridian establishing the specific terms and conditions of such installation. No entitlement will issue or attach prior to negotiation and execution of such agreement.
-  C. Before work represented in the repository may be installed as a vinyl traffic box wrap, I will be required to provide the original artwork from which the image was taken. If the original artwork is no longer in my possession, I will advise the Meridian Arts Commission so that the image may be removed from the digital repository as a potential option for installation as a vinyl wrap.
-  D. Upon submission of artwork to the City of Meridian for consideration for inclusion in the digital repository, such submission is a public record, subject to the Idaho Public Records Act.
-  E. Artwork included in the digital repository may be removed from the repository, and/or the repository may be deleted or discontinued, without notice to the artist.
-  F. The City seeks to encourage artistic expression and public dialogue, but must simultaneously ensure that persons of diverse ages and perspectives feel welcome and comfortable in public spaces. To this end, only artwork meeting the eligibility standards described in the Call for Artists shall be included in the digital repository.

I acknowledge and understand, and submit my proposal subject to, each and all of these terms and conditions.

Signature:  Date: 4-10-19

Casey Gurr

About the Artist

Like any artist you might talk to I have been interested in creating since I was very young. My love of especially drawing in my youth lead me into a more serious pursuit of art as I was finishing my high school years. I received my Bachelors in Arts from Boise State University. After some time working as an airbrush artist and automotive refinisher I returned to Boise State to become a certified art teacher.

Currently I am a full time art teacher at Eagle High School. I teach a variety of subjects such as drawing, design, painting, printmaking, and ceramics. I am fortunate to get to work with young people and teach techniques in lots of different materials. I also teach art classes and create commissioned work through my business Gurr Studios.

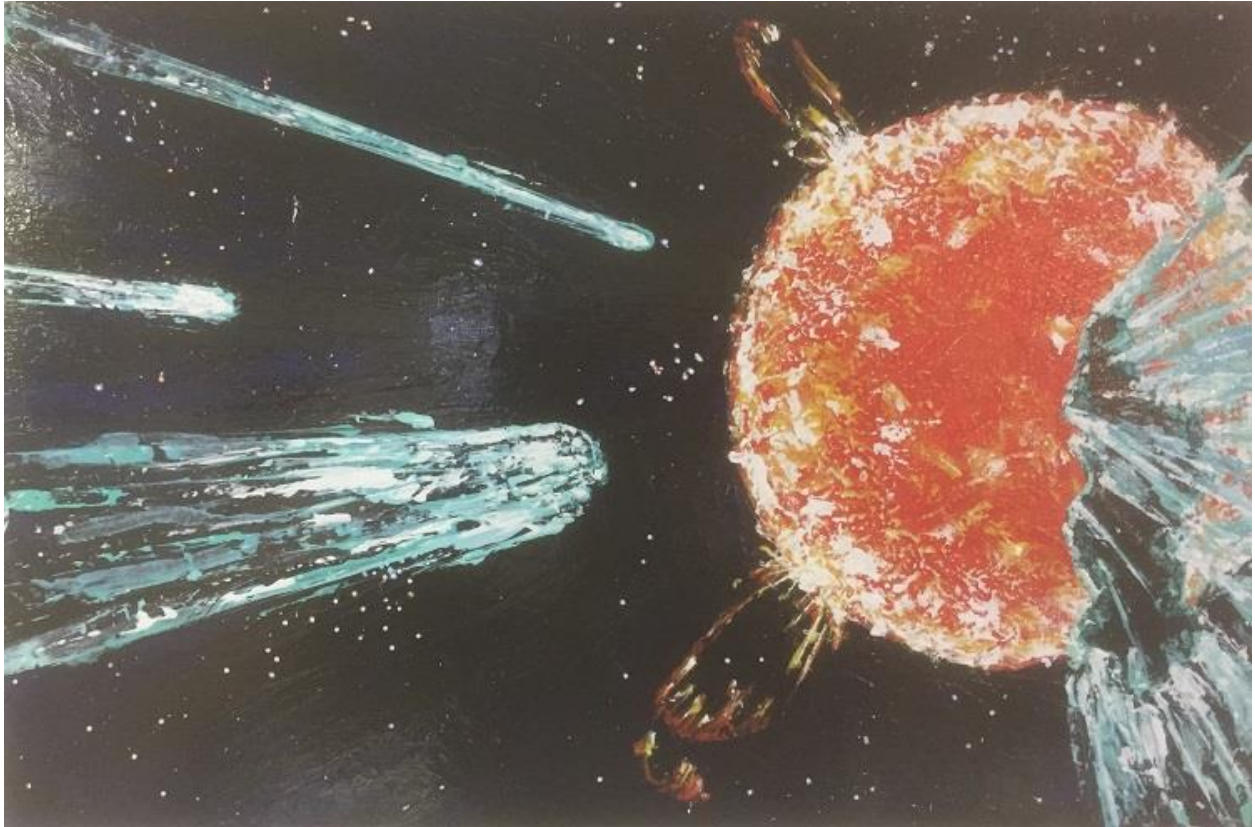
As an artist I like to roam around in different expressions and sometimes find it hard to focus on a single medium. I enjoy printmaking, painting and pottery. The Printmaking I have done recently includes my exploration in red and blue 3-D or “anaglyph” effects, as well as adding airbrushed color effects. My pottery is often finished in a Raku process for the metallic finishes. In painting I often work with an airbrush, painting on a variety of surfaces for customers.

Repeating through this range of materials and ideas, I keep coming back to themes involving astronomy and the exploration of the universe. No doubt a result of too many sci-fi reruns as a kid.. I cant seem to shake my interest. If I see a land scape I am thinking of Mars. Figures I draw become clad in spacesuits, ceramic jars are fired with textures inspired by photos of planetary surfaces and the smoke and fire of rocket launches. Scenes of outer space find their way onto shirts and clothing to share with everyone.

Artwork descriptions

- 1- "Comets inbound" Aqua Comets hurtling towards an orange star.
- 2- "Solar Lashing" Radiation and large solar flares explode off of the surface of a star, blasting two planets
- 3- "Blue giant with a belt" A blue star creates a purple glow when viewed through the rock and haze of an asteroid belt.

EXHIBIT C
COMETS INBOUND





AGENDA ITEM

ITEM TOPIC: Artwork License Agreement Between City of Meridian and Brittany Bishop for Traffic Box Community Art Project

ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT

This ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this 7 day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Brittany Bishop, an individual person (“Artist”).

WHEREAS, the City desires that public art will be a component of our community, and to that end, the Meridian Arts Commission (“MAC”) issued the Call for Artists attached hereto as *Exhibit A*, seeking proposals for the inclusion of artwork in the Traffic Box Art Image Repository, a repository of images portraying artwork available for production of vinyl wraps to be installed on traffic signal boxes in Meridian as derivative works, with permission from the property owner Ada County Highway District, as part of the Traffic Box Community Art Project (“Project”), as a benefit to the public;

WHEREAS, Artist submitted a response to the Call for Artists, which response included the Application and Acknowledgments and letter of intent attached hereto as *Exhibit B*;

WHEREAS, on May 18, 2019, the Meridian Arts Commission reviewed the responses to the Call for Artists, recommended works appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, including the piece of art entitled *Sawtooth Lake*, depicted in *Exhibit C* hereto (“Artwork”) submitted by Artist, and on June 11, 2019, Meridian City Council accepted such recommendation, creating the Traffic Box Art Image Repository via Resolution no. 19-2146;

WHEREAS, Artist wishes to participate in the Project by allowing the Artwork to be scanned and formatted in order to depict a derivative work of the Artwork on a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. SCOPE.

- A. License; alterations.** Artist grants to City an irrevocable license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps (“Vinyl Wrap”), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in City’s sole discretion.
- B. Delivery of Artwork; purpose.** Artist shall allow City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, printing such image or portions thereof on the Vinyl Wrap, and installing the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist’s person, property, or interests. Insurance of original Artwork shall be in Artist’s sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- C. Copyright.** Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. City shall maintain

the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.
2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as derivative works from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's sole discretion. Artist specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Payment. City shall make total payment to Artist for services rendered pursuant to this Agreement in the amount of three hundred dollars (\$300.00). This payment shall constitute full compensation from City to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.

G. Photographs. Artist consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes.

II. TERMS AND CONDITIONS

- A. **Acknowledgment.** Artist acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. **Indemnification; waiver.** Artist shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Artist or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.
- C. **Relationship of Parties.** Artist is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or employee of City.

- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. **Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

ARTIST:

Brittany Bishop
Brittany Bishop

CITY OF MERIDIAN:

BY: _____
Robert Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

Call for Artists: TRAFFIC BOX ART IMAGE REPOSITORY

OVERVIEW:

The Meridian Arts Commission (MAC) seeks proposals of two-dimensional artwork to be added to a repository of images portraying artwork available for reproduction on a vinyl wrap to be installed on a traffic box in Meridian. As funding becomes available, MAC and/or a sponsoring partner may select a piece of artwork represented in the repository to reproduce as a vinyl wrap. Artwork included in the repository may not be selected for a traffic box wrap. A \$300 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
Meridian ID 83642

DEADLINE:

This call shall be open until 5:00 p.m. on Friday, April 12, 2019.

SELECTION PROCESS:

The selection of art for inclusion in the digital repository will be made by MAC. MAC will jury submissions at its regularly scheduled meetings, as they are received. MAC will notify selectees either by email or letter sent U.S. Mail. In evaluating eligible proposals, the following factors will be considered:

- Quality of work;
- Appropriateness of subject and concept for a public space;
- Consistency with City policy and community values; and
- Contribution to aesthetic and cultural atmosphere of the Meridian community.

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.

EXHIBIT B
APPLICATION MATERIALS

Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY

Applicant: Brittany Bishop
 E-mail address: BrittanyGBishop@gmail.com
 Mailing address: 3249 N Chatterton Way Boise ID 83713
 Physical address: " "
 Applicant phone: Day: 208-859-1184 Cell: " "
 Image title(s):
 1. Geometry in Nature
 2. "Don't Look Down!"
 3. Sawtooth Lake

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:

- BB
INITIAL 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.
- BB
INITIAL B. Before work represented in the digital repository may be installed as a vinyl traffic box wrap, I will be required to enter into a written agreement with the City of Meridian establishing the specific terms and conditions of such installation. No entitlement will issue or attach prior to negotiation and execution of such agreement.
- BB
INITIAL C. Before work represented in the repository may be installed as a vinyl traffic box wrap, I will be required to provide the original artwork from which the image was taken. If the original artwork is no longer in my possession, I will advise the Meridian Arts Commission so that the image may be removed from the digital repository as a potential option for installation as a vinyl wrap.
- BB
INITIAL 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.
- BB
INITIAL 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.
- BB
INITIAL F. The City seeks to encourage artistic expression and public dialogue, but must simultaneously ensure that persons of diverse ages and perspectives feel welcome and comfortable in public spaces. To this end, only artwork meeting the eligibility standards described in the Call for Artists shall be included in the digital repository.

I acknowledge and understand, and submit my proposal subject to, each and all of these terms and conditions.

Signature: Brittany Bishop Date: 4/12/19

Brittany Bishop

Meridian Arts Commission

Submission for the Traffic Box Art Image Repository

April 12, 2019

Artist Biography

My name is Brittany Bishop and I live in beautiful Meridian, Idaho. I am an aspiring professional photographer, ceramicist, and graphic designer. I am currently working toward my Bachelors degree in Visual Arts at Boise State University. I've always had a passion for art and I believe that everybody should love what they do. My photography is about how I see the world through my camera lens. This influences my artwork in my drawings, paintings, mixed media, and sculptures. I like to share and record my experiences in different places. I see the beauty in everything and think that it is an important factor in creating any kind of artwork.



Image 1

Geometry in Nature

“In order to understand the universe you must know the language in which it is written and that language is mathematics.” -Galileo Galilei. I created complex overlapping mathematical patterns using geometric shapes. According to some studies, meditating on these patterns, also known as sacred geometry, can help strengthen the connection between the right and left hemispheres of the brain. Combining the symmetry of the geometric shapes with beauty of this scene invites the viewer to observe the nature of geometry and the geometry of nature. Photographs were taken at Veterans Memorial Park in Boise, Idaho.

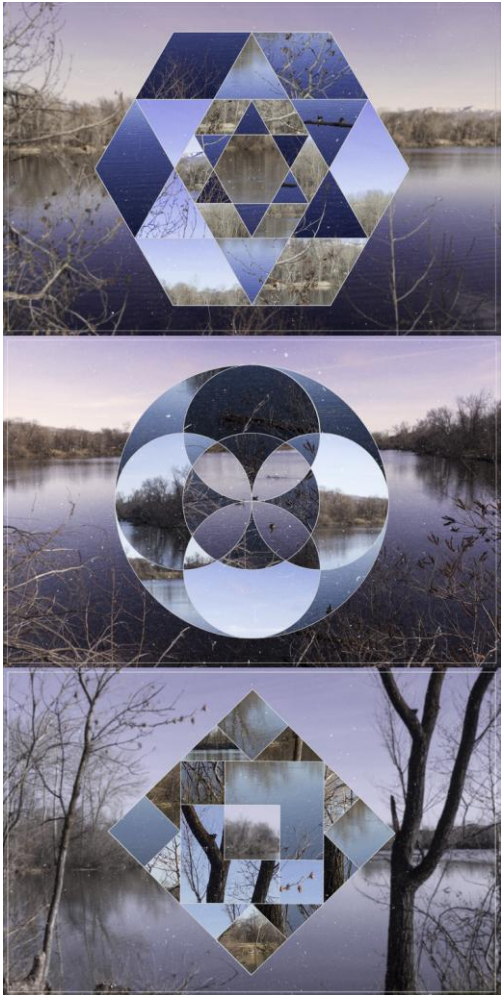


Image 2

Don't Look Down!

“Don't look down!” is a phrase I sometimes hear when climbing or moving along something very high. Sometimes climbing helps people overcome fears, especially when looking down. I aimed to emphasize this feeling of anticipation. The photographs of the slides remind me of the rush of adrenaline children usually get before going down a slide, but it also reminds me of a tongue inside a giant monster. Some of the equipment could be a beanstalk, tree, etc; the only limitation is imagination. Photographs were taken at Settler's Park Adventure Island in Meridian Idaho.



Image 3

Sawtooth Lake

This panorama consists of 5 photographs stitched together in Photoshop. Standing at the edge of Sawtooth Lake, I was overwhelmed by the beauty of the Sawtooth mountains in Stanley, Idaho. I'm so glad that I can call Idaho my home.



Brittany Bishop

Artist CV

Contact: brittanygbishop@gmail.com

Portfolio: brittanygbishop.tumblr.com

Education

2019 Boise State University, Boise, Bachelors in Arts, Visual Arts Major 3.7 GPA

2015 College of Western Idaho, Nampa, Associates of Liberal Arts

2012 Centennial High School, Boise ID

Permanent Collection

2015

CapEd Parkcenter Branch, Iconic Photography Contest, Boise ID on continual exhibition, Spirit of Boise Balloon Classic Photograph

2014

LibART altered book purchased by CWI Library, Nampa, ID on continual exhibition, "The World is a Book and Those Who do not Travel Read Only One Page"

Exhibitions

2019

Boise State University Visual Arts Center, Annual Student Juried Art Exhibition, "Bishop Family" carved bishop chess piece wax molds and painted wood blocks

2017-2016

Group Exhibitions at Boise State University Hallway Galleries
Myth and Legend Lithography and Linocut Exhibit, Intro to Printmaking
Fake Reality Exhibit, Creative Digital Photography
Typography Exhibit, Graphic Design Studio
Welding Exhibit and Wax Mold Exhibit, Intro to Sculpture
Tampered Landscape Exhibit, Digital Photography
Portrait Exhibit, Creative Film Photography

2014

Group Exhibitions at CWI Student Work Gallery
Garbology Exhibit, Transformation Project, Design 2
Line + Plane Exhibit, Design 2
Relief Sculpture Exhibit, Figure Drawing
Motif and Pattern Exhibit, Design 1

Awards

2018

1st place ribbon Western Idaho State Fair Boise, ID photography

1st place ribbon Western Idaho State Fair Boise, ID ceramics and Amateur Clay Award

2017

1st place ribbon Western Idaho State Fair Boise, ID photography

2016

1st place ribbon Western Idaho State Fair Boise, ID photography

3rd place ribbon Western Idaho State Fair Boise, ID sculpture

2015

3rd place winner of CapEd Parkcenter Branch, Iconic Photography Contest

2014

\$500 Scholarship winner from Idaho Central Credit Union

2nd place winner CWI Foundation, Holiday Card Art Contest, Theme: What does education give you? Title: "Changing Perspectives"

1st Place winner chosen by CWI Art Department for LibART Contest

2nd place ribbon Western Idaho State Fair Boise, ID sculpture

4th place ribbon Western Idaho State Fair Boise, ID photography

2013

3rd place ribbons Western Idaho State Fair Boise, ID mixed media and photography

2012

Honorable Mention Ribbons Western Idaho State Fair Boise, ID photography

Special Recognition Art Award, Centennial High School

3rd place ribbon Western Idaho State Fair Boise, ID pottery

3rd place Photography Award Awana 24/7 Expedition Weekend Conference

3rd place CWI Foundation, Thanksgiving Card Art Contest, Theme: What does education give you? Title: "Imagine Life without Education"

2011

3rd place ribbon Western Idaho State Fair Boise, ID painting

2010

2nd place ribbon Western Idaho State Fair Boise, ID photography

Honorable Mention Ribbon Western Idaho State Fair Boise, ID photography

2009

1st place ribbon Western Idaho State Fair Boise, ID photography

2008

1st place ribbon Western Idaho State Fair Boise, ID photography
4th place ribbon Western Idaho State Fair Boise, ID 2 photographs
1st place, Lowell Scott Middle School Festival of Arts Award

2007

2nd place ribbon Western Idaho State Fair Boise, ID drawing
4th place ribbon Western Idaho State Fair Boise, ID mixed media

Community Service

2019

Art Breakout Session, "He is Worthy" Conference at Cole Valley Christian High School

2018

AIGA Boise State Student Group Secretary

2016

Official Photographer Odyssey Learning Adventures Inc.

2014

Secretary of CWI Art Club
Guest juror, Nampa Festival of the Arts Juried Art Show
CWI Art Club, Boise International Market, volunteer ceiling painter with club members
Volunteer Photographer, Vacation Bible School, Ustick Baptist Church

2013

Worship 101 summer workshop, Ustick Baptist Church, Watercolor paintings, musical mural with photos, and painted large logo on fabric

EXHIBIT C

SAWTOOTH LAKE





AGENDA ITEM

ITEM TOPIC: Resolution No. 20-2223: A Resolution of the Mayor and the City Council of the City of Meridian Reappointing Dave Winder to Seat 4 and Dan Basalone to Seat 9 of the Meridian Development Corporation; and Providing an Effective Date

CITY OF MERIDIAN

RESOLUTION NO. 20-2223

BY THE CITY COUNCIL:

BERNT, BORTON, CAVENER,
HOAGLUN, PERREAULT, STRADER

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, REAPPOINTING DAVE WINDER TO SEAT 4 AND DAN BASALONE TO SEAT 9 OF THE MERIDIAN DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Idaho Code § 50-2704, Meridian City Code § 1-13-4 charges the full City Council with appointment of members to the Board of the Meridian Development Corporation; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the people of Meridian to reappoint Dave Winder to Seat 4 of the Meridian Development Corporation; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the people of Meridian to reappoint Dan Basalone to Seat 9 of the Meridian Development Corporation.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MERIDIAN CITY, IDAHO:

Section 1. That Dave Winder is hereby reappointed to Seat 4 of the Meridian Development Corporation for a term to run through August 31, 2023;

Section 2. That Dan Basalone is hereby reappointed to Seat 9 of the Meridian Development Corporation for a term to run through August 31, 2023;

Section 3. 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 18th day of August, 2020.

APPROVED by the Mayor of the City of Meridian, Idaho, this 18th day of August, 2020.

APPROVED:

ATTEST:

Mayor Robert E. Simison

Chris Johnson, City Clerk



AGENDA ITEM

ITEM TOPIC: AP Invoices for Payment - 08-19-20 - \$2,675,834.95

City Of Meridian
Invoices Selected for Payment - Invoices for Payment - Eunice

Fund Code	Fund Title	Vendor Name	Invoice/Credit Description	Invoice Amount
01	General Fund	A-1 STAMP & MABEL'S LABELS	Name Plate/Badge M Carson	19.00
01	General Fund	A-1 STAMP & MABEL'S LABELS	nameplate M.Carson & T.deWeerd for picture	22.50
01	General Fund	A-1 STAMP & MABEL'S LABELS	Stamp for Records Department	28.00
01	General Fund	ACE AUTO BODY	Buffed Scratches on Hood of Unit# 153	150.00
01	General Fund	ACE AUTO BODY	Fix Dent & Paint Repair on Left Fender Unit # 32	577.40
01	General Fund	ACE AUTO BODY	front bumper repair for fleet truck 30	3,893.78
01	General Fund	ACE AUTO BODY	Remove Graphics on Vehicle to be Auctioned Unit # 119	225.00
01	General Fund	ADA COUNTY HIGHWAY DISTRICT	ACHD July 2020 impact fees	877,701.05
01	General Fund	ADA COUNTY PARAMEDICS	220/11 Heartsaver CPR AED cards	220.00
01	General Fund	AFFORDABLE COMMUNICATION	220/add network cable to St. 1 training room	287.50
01	General Fund	ANDREA STOFFLE	New Hire Academy Training Role Player	135.00
01	General Fund	ANDREA STOFFLE	New Hire Training Academy Role Player	120.00
01	General Fund	ASPHALT DRIVEWAYS & PATCHING, INC	20-0260 MPD - South Parking Lot Expansion FINAL	2,368.70
01	General Fund	BOE - Boise Office Equipment	CN28973-01 220/ Maint. Fee Charged per copy 6/4-7/3/2020	37.77
01	General Fund	BRADY INDUSTRIES, LLC.	220/ Janitorial, Sta. 1 - Mopheads (2)	13.01
01	General Fund	BRADY INDUSTRIES, LLC.	220/ Janitorial, Sta. 4 Toilet cleaner, dishsoap, glass clnr	112.54
01	General Fund	BROWNELLS	Firearms Parts	988.85
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	AC Repair, Orifice Tube & Recharge for Unit # 144	293.34
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	Diag & Replace Provided Battery Isolator, Battery Unit# 37	258.71
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	Driver Bottom Seat Cover & Oil Change for Unit # 161	306.18
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	Front Brakes Parts only for Unit # 104	298.47
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	LOF for Unit # 154	55.01
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	LOF, Cabin Filter, License Plate Bulb for Unit #163	90.94
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	LOF, Fuel Pump Diagnosis R & R & Programming Unit # 144	556.41
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	Oil Change & Wipers for Unit # 23	76.39
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	Oil Change, Headlight for Unit # 32	76.99
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	Replace Bent Wheel & Lf Lower Control Arm Unit #152	597.66
01	General Fund	BRUNEEL TIRE OF MERIDIAN LLC	Vehicle #4 Maintenance/ Tire rotation and oil change C20824	59.96
01	General Fund	BSN SPORTS, INC.	basketball nets - qty 12	52.88
01	General Fund	BSN SPORTS, INC.	outdoor volleyball nets for Kleiner Park - qty 2	149.98
01	General Fund	CANYON TRUCK UPFITTERS	install lights & backup alarm for fleet truck 13	1,695.76
01	General Fund	CAROL PLUMMER	REFUND: C. PLUMMER HORSE SHOE TOUR. CANCELED ORG PYM CR20-739	20.00
01	General Fund	CHAD SOMBKE, PH.D, P.C.	New Hire Pre Employment Eval	400.00

City Of Meridian
Invoices Selected for Payment - Invoices for Payment - Eunice

Fund Code	Fund Title	Vendor Name	Invoice/Credit Description	Invoice Amount
01	General Fund	CITY OF BOISE ALLUMBAUGH HOUSE	Allumbaugh House contributions July-Sept. 2020	16,763.34
01	General Fund	CITY OF BOISE IT COMMUNICATIONS	220/Portable radio repair, ST. 6 alert system repair	1,062.13
01	General Fund	CLOVERDALE PLUMBING COMPANY	Renaissance Park men's toilet replacement PD Case #20-3918	1,318.86
01	General Fund	DAVID FRICK	per diem D.Frick to Provo Utah 8/23-8/28 LETC Shoot training	308.00
01	General Fund	DIRECT ACTION RESOURCE CENTER	Training J.Rogers S.Harper K.Kinnaman 10/21-10/26/2019 AR	3,750.00
01	General Fund	DIRECT ACTION RESOURCE CENTER	Training Registration J.Durbin TNV Inst 9/3-9/7/2019 Boise	1,250.00
01	General Fund	DIRECT ACTION RESOURCE CENTER	Training Registration J.Salisbury AOBT 11/4-11/9/2019	2,100.00
01	General Fund	DMH ENTERPRISES	20-0035 PLUMBING INSPECTIONS JULY 2020	39,112.24
01	General Fund	DONE RITE TREE CO.	stump removals at multiple parks - qty 20	2,225.00
01	General Fund	DOOLEY ENTERPRISES	Firearms Training Ammunition	1,867.26
01	General Fund	DOUGLAS EDWARD OGILVIE	New Hire Academy Training Role Player	120.00
01	General Fund	FERGUSON ENTERPRISES INC.	cleaner for drinking fountain - qty 1	15.87
01	General Fund	FRANZ WITTE LANDSCAPE	Kleiner Park tree planting - qty 15	8,800.00
01	General Fund	FRANZ WITTE LANDSCAPE	landscape restoration - James Court Sidewalk Widening	2,895.00
01	General Fund	FREDERICK L SCOTT	New Hire Training Academy Role Player	112.50
01	General Fund	GEOTEK, INC.	20-0190 Commercial & Residential Bldg Inspec contracted Svcs	17,325.00
01	General Fund	GRAPECITY, INC.	ComponentOne Studio Enterprise Edition Renewal	3,633.75
01	General Fund	H.D. FOWLER COMPANY	drain box & parts for Settlers Park - qty 5	61.76
01	General Fund	HENRY SCHEIN, Inc	220/8 Medical backpacks, wipeable - COVID, & medical	1,675.37
01	General Fund	HOME DEPOT CREDIT SERVICES	1/2 in drive 1 in 12-point SAE standard socket & 4 items	84.75
01	General Fund	HOME DEPOT CREDIT SERVICES	220/ Training Equipment for Acquired Structure	30.37
01	General Fund	HOME DEPOT CREDIT SERVICES	220/blue tooth device, St. 1, bucket for E32	222.48
01	General Fund	HOME DEPOT CREDIT SERVICES	220/Totes to store PPE	49.90
01	General Fund	HOME DEPOT CREDIT SERVICES	Credit for taxes Charged in Error on Inv#0051191	(0.47)
01	General Fund	HOME DEPOT CREDIT SERVICES	paint tray set for Kleiner Park - qty 12	131.64
01	General Fund	IDAHO POST ACADEMY	Training Registration for K. Harris to Attend Inst Dev.	300.00
01	General Fund	IDAHO POWER	2200136188, Parks Power July 2020	13,709.01
01	General Fund	IMPACT PEST SERVICES	vole control at Ten Mile Interchange on 7/27/20	250.00
01	General Fund	JACKSON CODE CONSULTANTS, INC	20-0328 FIRE INSPECTIONS FEES JULY 2020	56,297.60
01	General Fund	JENNIFER POTCHER	New Hire Training Academy Role Player	240.00
01	General Fund	JOHNSON CONTROLS FIRE PROTECTION LP	20-0054 Fire extinguisher test and inspect City Hall	168.00
01	General Fund	KATHRYN GRACE MARTIN	New Hire Training Academy Role Player	255.00
01	General Fund	KATIE MARIE KEEN	New Hire Training Academy Role Player	255.00
01	General Fund	KELLER ASSOCIATES, INC.	20-0096 Electrical Plans Examining Services 6/2020	24,205.80

City Of Meridian
Invoices Selected for Payment - Invoices for Payment - Eunice

Fund Code	Fund Title	Vendor Name	Invoice/Credit Description	Invoice Amount
01	General Fund	LITTLE PALLETS LLC	instructor fee - Art Van Gogh Painting 7/7-7/28/20 - qty 4	130.00
01	General Fund	LITTLE PALLETS LLC	instructor fee - Teen Art Acrylic on Canvas 7/2-7/23/20 x 10	400.00
01	General Fund	M.D. WILLIS, INC.	Court Reporting for July	3,794.00
01	General Fund	MARIE K BONES	New Hire Training Academy Role Player	120.00
01	General Fund	MATTSON DIST CO., INC.	Hotsy pressure washer trailer for Discovery Park - qty 1	9,997.63
01	General Fund	MINUTEMAN, INC.	Search Warrant DR# 20-4296	45.00
01	General Fund	MORGAN CARTER	per diem M.Carter to Reno 8/20-8/24 DRE field cert	297.00
01	General Fund	MOTION & FLOW CONTROL PRODUCTS	220/SCBA compressor repair part, O-ring	5.00
01	General Fund	MOTION & FLOW CONTROL PRODUCTS	air fittings for fleet truck 13 repair - qty 2	27.94
01	General Fund	MOTION & FLOW CONTROL PRODUCTS	chlorine tank parts for Generations Plaza - qty 2	48.49
01	General Fund	MUNICIPAL EMERGENCY SVCS	20--0209 220/1 set turnouts	2,284.98
01	General Fund	NAPA AUTO PARTS	220/ Shop Supplies, Sta. 6 - Screw	0.49
01	General Fund	NAPA AUTO PARTS	spark plugs for Stihl trimmers - qty 2	7.46
01	General Fund	NAPA AUTO PARTS	Wash Fluid for Supply Cabinet in Sallyport	16.14
01	General Fund	NORCO	220/Hydro inspect 18 SCBA Bottles	468.00
01	General Fund	NORCO	cylinder rental for welding gas - July 2020	32.55
01	General Fund	NORCO	face shields for weed eating & edging - qty 2	58.10
01	General Fund	NUTRIEN AG SOLUTIONS, INC.	credit on Gemini herbicide & Makaze for all parks - qty 530	(1,761.10)
01	General Fund	NUTRIEN AG SOLUTIONS, INC.	Gemini herbicide & Makaze for all parks - qty 530	1,363.30
01	General Fund	NUTRIEN AG SOLUTIONS, INC.	liquid fertilizer - Bear Creek, Settlers, Kleiner x 118.8009	3,527.75
01	General Fund	NUTRIEN AG SOLUTIONS, INC.	Meridian insecticide for Keith Bird Legacy Park - qty 204 oz	1,020.00
01	General Fund	ODYSSEY LEARNING ADVENTURES	summer camp magic shows: 7/28/20, 7/29/20, 7/30/20	900.00
01	General Fund	OFFICE DEPOT, INC.	2 boxes of copy paper, 5 pk standard staples, 12 pk highlight	79.36
01	General Fund	OFFICE DEPOT, INC.	2 dzn sharpies, 6 notebooks, and 2 packages of labels	3.20
01	General Fund	OFFICE DEPOT, INC.	220/Laminating pouches	4.08
01	General Fund	OFFICE DEPOT, INC.	220/Paper, tape, report covers	84.09
01	General Fund	OFFICE DEPOT, INC.	black printer toner - qty 1	66.70
01	General Fund	OFFICE DEPOT, INC.	Bubble Wrap for Evidence	37.62
01	General Fund	OFFICE DEPOT, INC.	foot rest S Archibald/M Carson	36.42
01	General Fund	OXARC, INC.	220/ Refill Medical Oxygen (3)	22.78
01	General Fund	OXARC, INC.	220/ Refill Medical Oxygen Cylinders (5)	31.30
01	General Fund	PAIGE MECHANICAL GROUP, INC.	HVAC labor and materials provided to check pump at City Hall	75.00
01	General Fund	RACHAEL HALL LLC	INDIVIDUAL COUNSELING SESSIONS Jan-Mar	375.00
01	General Fund	RANDY S LATTIMER	instructor fee - Line Dancing 7/5-7/26/20 - qty 14	196.00

City Of Meridian

Invoices Selected for Payment - Invoices for Payment - Eunice

Fund Code	Fund Title	Vendor Name	Invoice/Credit Description	Invoice Amount
01	General Fund	RICOH USA, INC	Print/Copies Com Dev-Planning 1st Floor S/N C86284062	91.17
01	General Fund	RODDA PAINT COMPANY	paint for Kleiner, Fuller, & Main Shop - qty 5	261.35
01	General Fund	RODDA PAINT COMPANY	picnic table paint for Kleiner Park - qty 11	574.97
01	General Fund	SHRED-IT USA, LLC.	Shredding Documents for PD	165.69
01	General Fund	SILVER CREEK SUPPLY	controller for Reta Huskey Park	1,184.91
01	General Fund	SILVER CREEK SUPPLY	credit on two-wire decoder; reference invoice S2129936.001	(1,345.59)
01	General Fund	SILVER CREEK SUPPLY	downtown tree well repair parts - qty 12	219.56
01	General Fund	SILVER CREEK SUPPLY	two-wire decoder - qty 1	1,345.59
01	General Fund	SOUTHERN COMPUTER WAREHOUSE	Ubiquiti: Z433-ES-16-150W Edgeswitch 16port 150w	614.32
01	General Fund	SOUTHERN IDAHO ELECTRIC	ball field light repairs at Mo Brooks Field & Settlers Park	292.20
01	General Fund	SOUTHERN IDAHO ELECTRIC	electrical outlet mapping & repair at various parks	1,035.44
01	General Fund	SPECIALTY CONSTRUCTION SUPPLY	asphalt patch material for Fuller Park pathway - qty 4	78.00
01	General Fund	SPECIALTY CONSTRUCTION SUPPLY	ball field striping paint - qty 84	396.48
01	General Fund	STRICTLY TECHNOLOGY	Zebra Power Adapter - United States	119.86
01	General Fund	STRIVE WORKPLACE SOLUTIONS	Print Head for CAU	84.63
01	General Fund	SUNBELT RENTALS	telehandler to build bins at Heroes Park 7/20-7/21/20	710.22
01	General Fund	SUNROC CORPORATION	concrete blocks to build Heroes Park bins - qty 38	2,000.00
01	General Fund	THE UPS STORE #2586	Ground Commercial Tracking# 1ZE786060355081313	19.37
01	General Fund	THE UPS STORE #2586	Postage to Send Evidence to Lab	52.32
01	General Fund	THE UPS STORE #2586	Postage to Send Evidence to Lab track#29921	50.82
01	General Fund	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	TLOxp Charges & Credits	364.70
01	General Fund	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	TLOxp Charges & Credits for July2020	359.80
01	General Fund	TRI-TECH FORENSICS, INC	Evidence Supplies	361.72
01	General Fund	WILBUR-ELLIS CO.	WG Five Iron fertilizer for Reta Huskey & K Bird Legacy Park	4,000.00
Total 01	General Fund			1,129,315.75
20	Grant Fund governmental	SOUTHERN COMPUTER WAREHOUSE	Logitech Webcam C270	1,948.00
Total 20	Grant Fund governmental			1,948.00
60	Enterprise Fund	ANDRITZ SEPARATION, INC	Vibration sensor to repair control panel at centrifuge 2 (1	1,677.31

City Of Meridian
Invoices Selected for Payment - Invoices for Payment - Eunice

Fund Code	Fund Title	Vendor Name	Invoice/Credit Description	Invoice Amount
60	Enterprise Fund	APSCO, INC.	6inch check ball for repairing screw sucker pump (1 qty)	378.96
60	Enterprise Fund	BILLING DOCUMENT SPECIALISTS	20-0004 FY20 Lockbox Payment Processing July 2020	1,572.57
60	Enterprise Fund	BOISE RIGGING SUPPLY	Shackle & master link for pulling IPS pump (11 qty)	218.14
60	Enterprise Fund	BRIGHTON DEVELOPMENT INC	REFUND: SURETY-2018-0103 HILLS CENTURY FARM SUB NO. 1	6,897.20
60	Enterprise Fund	CITY OF BOISE	20-0183 IPDES sample testing (73 tests)	2,842.50
60	Enterprise Fund	CITY OF BOISE	Pretreatment sample testing (89 tests)	1,252.50
60	Enterprise Fund	COLE INDUSTRIAL, INC.	Spare boiler blending pump (1 qty)	1,897.49
60	Enterprise Fund	COLUMBINE CONTROL CO.	Toxic gas sensor & combustible gas detector (7 qty)	4,410.16
60	Enterprise Fund	GEM STATE OIL RECOVERY	Pick up charge for used oil (135 gal)	50.00
60	Enterprise Fund	HACH COMPANY	FIA o-rings (5 pkg)	92.67
60	Enterprise Fund	HACH COMPANY	FIA tubing (7 qty)	218.45
60	Enterprise Fund	HACH COMPANY	Flow sensor/turbidimeter (1 qty)	2,754.05
60	Enterprise Fund	HOLBROOK & ASSOCIATED INC	Parts to rebuild/repair gas booter control panel (10 qty)	292.24
60	Enterprise Fund	HOME DEPOT CREDIT SERVICES	Dawn soap & tarps (5 qty)	67.35
60	Enterprise Fund	IDAHO POWER	2204228288, Water Power July 2020	42,338.47
60	Enterprise Fund	JOHNSON CONTROLS FIRE PROTECTION LP	20-0054 Fire Alarm Monitoring Blackrock Booster St. to 7/31	45.83
60	Enterprise Fund	JOHNSON CONTROLS FIRE PROTECTION LP	20-0054 Fire Alarm Monitoring Well 22 through 7/31	45.83
60	Enterprise Fund	JOHNSON CONTROLS FIRE PROTECTION LP	WRRF alarm monitoring for July 2020	45.83
60	Enterprise Fund	KELLER ASSOCIATES, INC.	20-0098 & 20-0292 QLPE Rev Svcs 6/1 - 6/30 1 pg Comm Tire	290.00
60	Enterprise Fund	KELLER ASSOCIATES, INC.	20-0098 QLPE Reviews Svcs 6/24 - 6/30 6 pgs Gander Creek Sub	1,740.00

City Of Meridian
Invoices Selected for Payment - Invoices for Payment - Eunice

Fund Code	Fund Title	Vendor Name	Invoice/Credit Description	Invoice Amount
60	Enterprise Fund	KELLER ASSOCIATES, INC.	20-0292 QLPE Rev Svcs 6/1 - 6/30 1 pg A1 Meridian Business	290.00
60	Enterprise Fund	KELLER ASSOCIATES, INC.	20-0292 QLPE Rev Svcs 6/1 - 6/30 2 pgs Victory Commons	580.00
60	Enterprise Fund	KELLER ASSOCIATES, INC.	20-0292 QLPE Rev Svcs 6/1 - 6/30 4 pgs Movado Subdivision	1,160.00
60	Enterprise Fund	KELLER ASSOCIATES, INC.	20-0292 QLPE Rev Svcs 6/1 - 6/30 3 pgs Burlingame Sub #2	870.00
60	Enterprise Fund	KELLER ASSOCIATES, INC.	QLPE Warrick Sub # 2 2 pages 6/1 - 6/30/20	580.00
60	Enterprise Fund	LHTAC	7 ISPWC MANUAL & USB FOR PUBLIC WORKS EMPLOYEES	1,750.00
60	Enterprise Fund	McCALL INDUSTRIAL	Coupling & nipple (10 qty)	56.42
60	Enterprise Fund	McCALL INDUSTRIAL	Threaded cross & elbow (2 qty)	29.22
60	Enterprise Fund	McCALL INDUSTRIAL	Threaded cross, elbow, & union (9 qty)	77.94
60	Enterprise Fund	MOTION & FLOW CONTROL PRODUCTS	6 inch dust caps (6 qty)	529.38
60	Enterprise Fund	MOTION & FLOW CONTROL PRODUCTS	Poly braid tubing (100ft)	170.25
60	Enterprise Fund	MOTION & FLOW CONTROL PRODUCTS	Returned 6 inch dust caps (6 qty)	(529.38)
60	Enterprise Fund	MOUNTAIN WATERWORKS, INC	20-0108 Sidestream Phos Recovery Services to 7/17/20	5,300.72
60	Enterprise Fund	MOUNTAIN WATERWORKS, INC	WRRF Air Permit assistance (15.5 hrs)	1,742.50
60	Enterprise Fund	MSC INDUSTRIAL SUPPLY CO.	8ml black nitrile gloves (23 qty) & med-strength loctite (1	409.13
60	Enterprise Fund	MSC INDUSTRIAL SUPPLY CO.	Diaphragm pump to transfer polymer in dewatering bldg	783.29
60	Enterprise Fund	MSC INDUSTRIAL SUPPLY CO.	Mounts for transducer in RAS/WAS (8 qty)	577.04
60	Enterprise Fund	MSC INDUSTRIAL SUPPLY CO.	Parts for mounts for modifying flare (10 qty)	188.56
60	Enterprise Fund	MSC INDUSTRIAL SUPPLY CO.	Safety decals for diesel tanks (4 qty)	38.02
60	Enterprise Fund	NAPA AUTO PARTS	Lubriplate motor assy grease (3 qty)	33.30

City Of Meridian
 Invoices Selected for Payment - Invoices for Payment - Eunice

Fund Code	Fund Title	Vendor Name	Invoice/Credit Description	Invoice Amount
60	Enterprise Fund	NORCO	Cylinder rental for July 2020	63.86
60	Enterprise Fund	NORCO	First aid kits (7 qty)	129.93
60	Enterprise Fund	NORCO	Oxygen & acetylene for shop	135.01
60	Enterprise Fund	NORCO	Oxygen & acetylene for welders	50.69
60	Enterprise Fund	NORCO	Q-fold wipes (9 cs)	797.54
60	Enterprise Fund	OFFICE DEPOT, INC.	2 dzn sharpies, 6 notebooks, and 2 packages of labels	47.20
60	Enterprise Fund	OFFICE DEPOT, INC.	Expandable file folders (2 bxs)	55.18
60	Enterprise Fund	OFFICE DEPOT, INC.	Mini memo books (10 qty)	10.30
60	Enterprise Fund	OFFICE DEPOT, INC.	Poster adhesive strips, staples, paint markers, (9 qty)	42.46
60	Enterprise Fund	OXARC, INC.	PO#20-0342, Sodium Hypochlorite, Well 19,27,20,22,Qty 2000gl	3,425.00
60	Enterprise Fund	REPUBLIC SERVICES, INC.	Republic trash services for JULY 2020	1,402,104.02
60	Enterprise Fund	ROBERTO & BLANCA FERNANDEZ	REFUND 53547 S PALATION AVE WTR SWR TRASH CHK#415310 reissue	53.63
60	Enterprise Fund	SOUTHRIDGE FARMS LLC	REFUND SURETY 2018-0085 S.RIDGE APRT. S. GROUND FORKS WAY R	10,085.70
60	Enterprise Fund	SPECIALTY CONSTRUCTION SUPPLY	Hard hats (6 qty)	144.00
60	Enterprise Fund	SPECIALTY CONSTRUCTION SUPPLY	Marking paint (5 qty)	20.85
60	Enterprise Fund	SPF WATER ENGINEERING, LLC	20-0091 Well 9 Replacement Design Svcs to 6/30/20	1,343.04
60	Enterprise Fund	STOR-IT SELF STORAGE LLC	REFUND: SURETY-2018-0072 TEN MILE STOR-IT DEPOSIT RELEASE OR	17,098.86
60	Enterprise Fund	TACOMA SCREW PRODUCTS	Parts for install of IPS pump#2 (80 qty)	109.04
60	Enterprise Fund	TITANIUM EXCAVATION, LLC	20-0284 Water Main Extension Warrick Sub Amity Rd FINAL	24,473.58
60	Enterprise Fund	UNITED SITE SERVICES INC	No PO WRRF Cap. Expansion PortaPotty Svc to 7/19/20	156.25

Item #16.

City Of Meridian
Invoices Selected for Payment - Invoices for Payment - Eunice

Fund Code	Fund Title	Vendor Name	Invoice/Credit Description	Invoice Amount
60	Enterprise Fund	WESTECH	Parts to rebuild daft 2 gearbox (9 qty)	461.12
Total 60	Enterprise Fund			1,544,571.20
Report Total				2,675,834.95



AGENDA ITEM

ITEM TOPIC: Community Development: Annual Department Report

Community Development Department

Annual Update

CITY COUNCIL

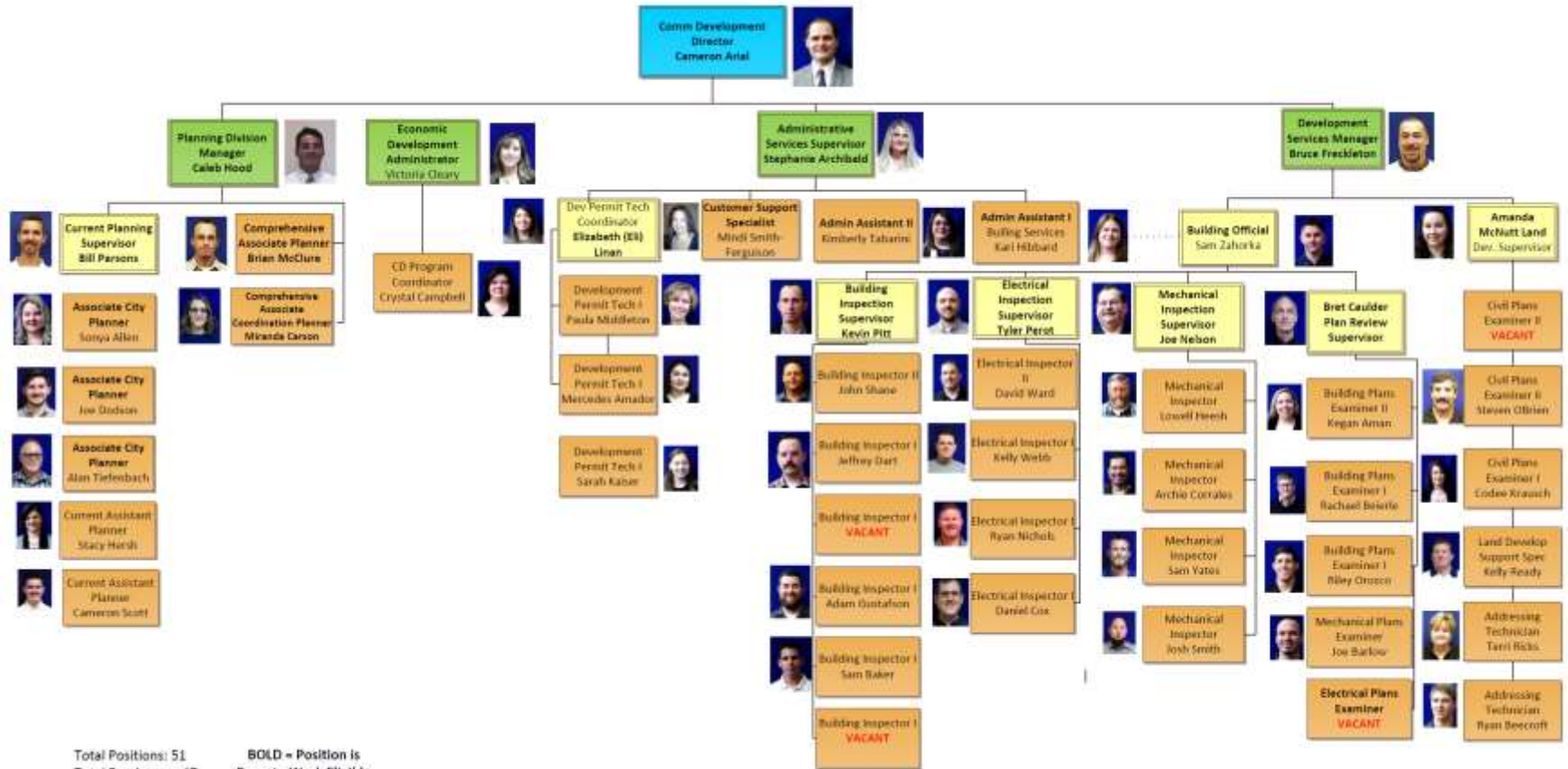
AUGUST 18, 2019



Discussion Items

- ▶ CD Leadership and Divisions
- ▶ Staffing Update
- ▶ Economic Development
- ▶ Planning
- ▶ Development Services
- ▶ Discussion

Org Chart - As of 8-18-20



Total Positions: 51
 Total Employees: 47
 BOLD = Position is Remote Work Eligible

Staffing Update



Stephanie Archibald
Administrative Services
Supervisor

Bret Caulder
Plan Review
Supervisor

Sam Zahorka
Building Official

Amanda McNutt
Land
Development
Supervisor

Mercedes Amador
Development
Permit Technician

Sarah Kaiser
Development
Permit Technician



Codee Krausch
Civil Plans Reviewer I

Kelly Ready
Land Dev Support
Specialist

Riley Orozco
Bldg. Plans
Examiner I

Kegan Garcia
Bldg. Plans
Examiner II

Daniel Cox
Electrical
Inspector I

Joe Dodson
Current
Planner

Staffing Update continued



Alan
Tiefenbach
Associate
Planner



Cameron Scott
Current Assistant
Planner



Miranda Carson
Associate Long-
range Coordination
Planner

The Development Process: A Team Approach

Step	Collaboration
Business Recruitment	Economic Development
Site Selection & Design	Economic Development, Planning
Early Assistance (including Pre-Application meeting)	Planning, Development Services, Economic Development, Administrative Services
Entitlement Process	Planning, Development Services
Building Plan Review & Permits	Planning, Development Services, Administrative Services
Building Occupancy & Inspections	Development Services, Planning, Administrative Services
Business Retention	Economic Development

Economic Development



Recent Accolades



1 Job Growth (tie)

WalletHub

4 Fastest Growing Mid-Sized City

7 Fastest Growing City – Nationwide

9 Best Places to Live

Money

Meridian Job Creation

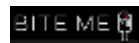
- ▶ **3,243 New Jobs in 2019 (+ 7.7%)**
- ▶ **166 New Businesses**
- ▶ **5.6% Unemployment**
- ▶ **Top Job Growth Industries**
 - Construction
 - Health Care and Social Assistance
 - Accommodation and Food Services
 - Professional and Technical Services
 - Administrative and Support

Meridian Market Place

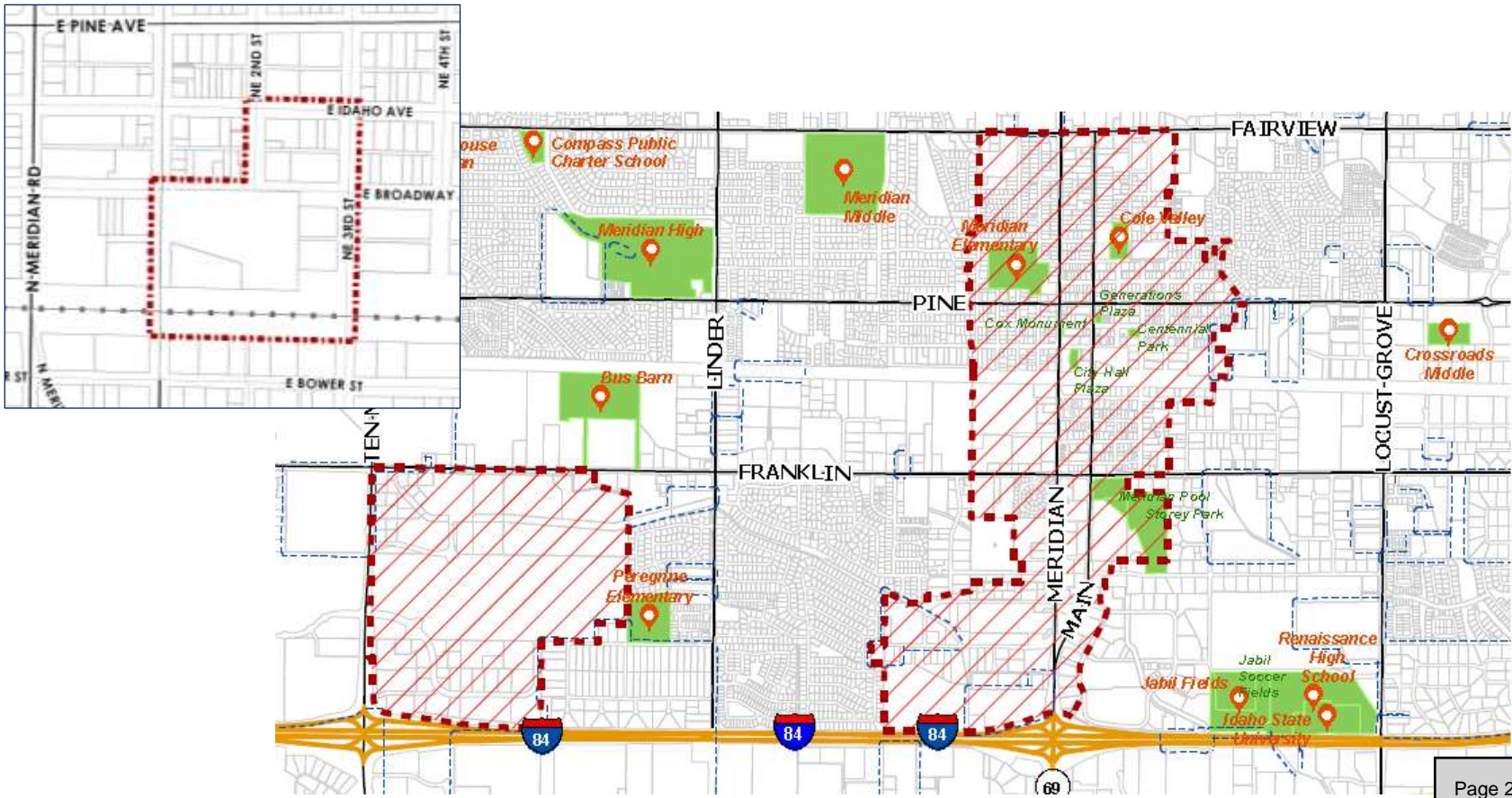
- ▶ **Median Household Income: \$77,359 (+8.2%)**
- ▶ **Median Sales Price: \$378,000 (+10.06%)**
- ▶ **Median Rent: \$1,700**
- ▶ **Vacancy Rates**

Retail	4.86%	(4.88%)
Industrial	0.90%	(3.09%)
Office	4.69%	(6.11%)

New Businesses



Urban Renewal Districts



Downtown Districts



Keller Associates



Civic Block



Old Town Lofts



unBound



Union 75

Ten Mile Urban Renewal District



- ▶ **AmeriBen**
- ▶ **Brighton Corporation**
- ▶ **BVA**
- ▶ **Horrock Engineers**
- ▶ **Paylocity**
- ▶ **PIVOT**
- ▶ **Saltzer Health**
- ▶ **United Site Services**
- ▶ **Zennify**

Expanding Corporate Footprints



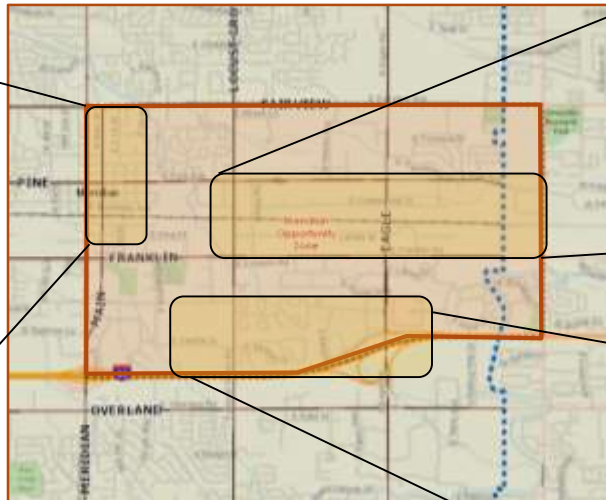
SILVERSTONE

The logo for El Dorado Business Campus, featuring a stylized sun with rays above the text "EL DORADO BUSINESS CAMPUS".

EL DORADO
BUSINESS CAMPUS

Opportunity Zone

Downtown



Industrial Corridor



Medical/Education Corridor



UNION 93



**OLD TOWN
LOFTS**

CDBG Program

▶ **Current Program Year Projects**

- Boys & Girls Club Scholarship Program
- Jesse Tree Homelessness Prevention
- Homeownership Assistance
- MDC Downtown Carlton Sidewalk Construction
- Meridian Library ADA Improvements
- Public Works Streetlight Improvements
Crestwood/Fenway Subdivisions
Neighborhoods near Chief Joseph Elementary

Five-year (2017-2021) Consolidated Plan Goals

Improve accessibility

Enhance
homeownership
opportunities

Provide social services to low- and
moderate-income residents

▶ **Upcoming Program Year Allocation \$489,753**

▶ **CARES Act Additional Allocations \$288,106**

COVID Response

- ▶ **May Marketing Madness Small Business Workshops**
- ▶ **Keep Meridian Healthy & Open for Business**
- ▶ **Permit Fee Waivers**
- ▶ **Small Business Grant Program**



New & Expanding Businesses



Key Performance Indicators

- ▶ **Unemployment**
- ▶ **Vacancy Rates**
- ▶ **Commercial Investment**
- ▶ **Contributed Capital**
\$10,172,426 in 2019
- ▶ **Jobs**
- ▶ **Average Salary**
- ▶ **Valuations**

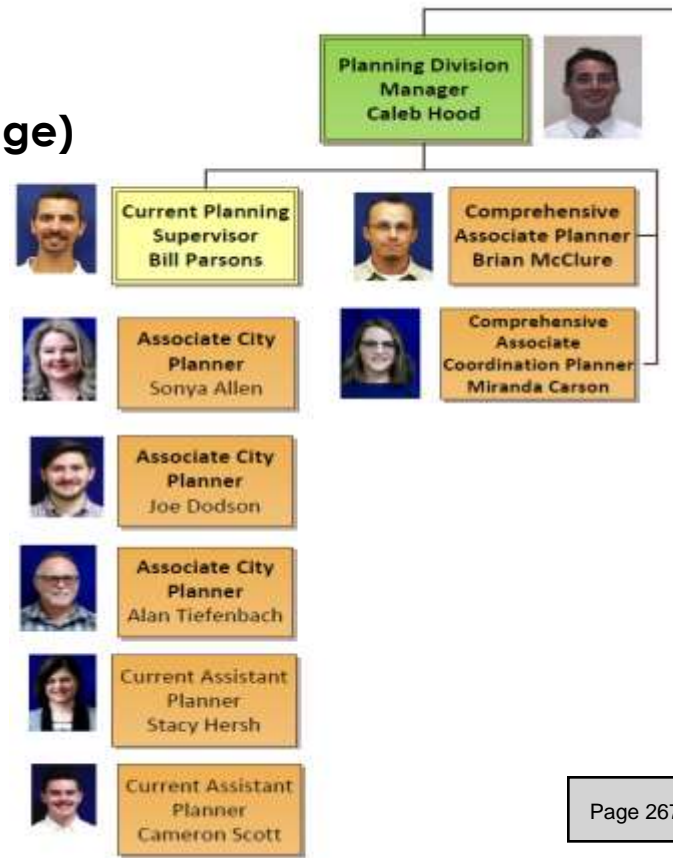
Area	2020	2019	Change
Downtown URD	\$268,108,300	\$213,127,200	+ 25.80%
Ten Mile URD	\$133,635,400	\$70,084,300	+ 90.68%
City Wide Commercial	\$3,623,243,000	\$3,134,122,200	+ 15.61%

PLANNING

CURRENT, LONG RANGE & CDBG

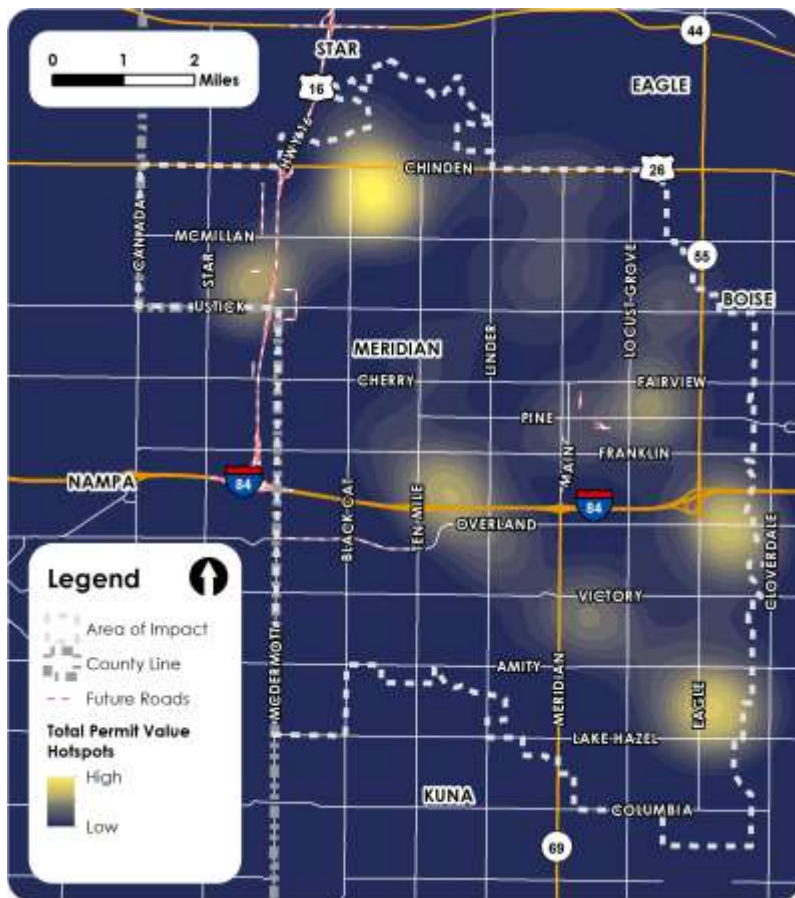
Planning Division Staff

- Caleb Hood – Division Manager**
- Brian McClure – Associate Planner (Long-Range)**
- Miranda Carson – Coordination Planner (Long-Range)**
- Bill Parsons – Planning Supervisor (Current)**
- Sonya Watters – Associate Planner (Current)**
- Joe Dodson– Associate Planner (Current)**
- Alan Tiefenbach – Associate Planner (Current)**
- Stacy Hersh – Assistant Planner (Current)**
- Cam Scott – Assistant Planner (Current)**



Growth

High Growth Areas (2019)



Demographics and Housing

- ▶ Meridian population growth accounts for 40% of all increases in Ada County since 2010¹
- ▶ The 50 to 64 age group has seen the greatest increase by % of population, with 65+ also increasing rapidly²

Year	Population Estimate
2010	75,092
2011	77,867
2012	80,409
2013	83,596
2014	85,240
2015	91,310
2016	91,420
2017	98,300
2018	106,410
2019	114,680
2020	119,350

Planning Applications Aug 1, 2019 – July 31, 2020

Hearing Level

Annexations: **38**

Preliminary Plats **40**

Final Plats **50**

Rezones **13**

CUPs **25**

Subtotal: **166**

Administrative Level

CZCs **168**

DES **134**

PBA **24**

Subtotal: **326**



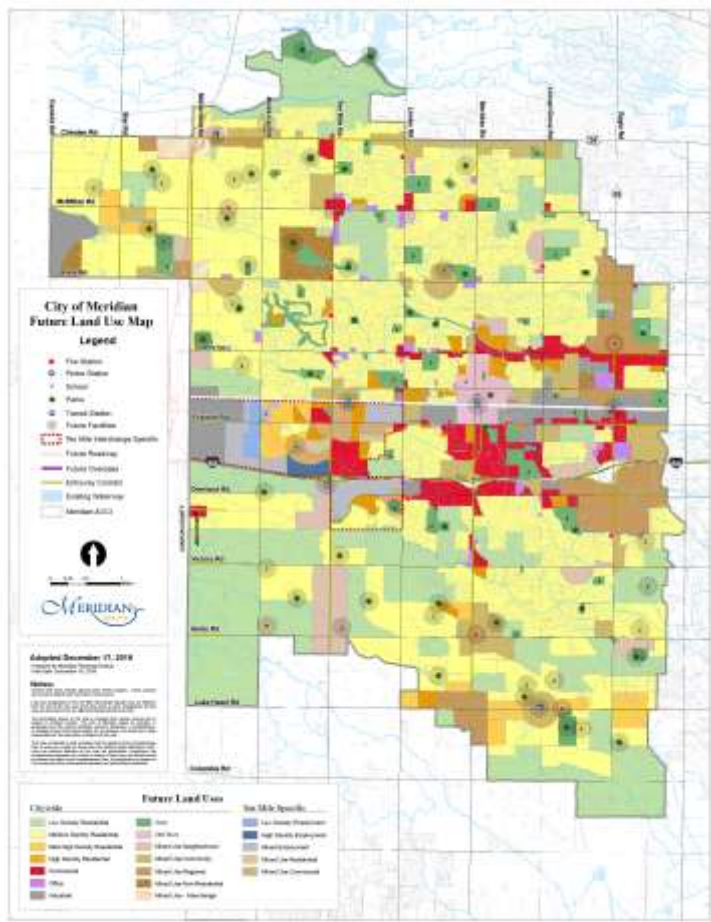
Total Planning Applications: **492**

Key Performance Indicators

PLANNING

- ▶ Hearing Level Application Review
 - ▶ 4 applications per month per planner
 - ▶ Application submittal/intake through Findings
 - ▶ Process should take 160 days or less 90% of the time
- ▶ Administrative Level Application Review
 - ▶ 4-8 applications per month per planner
 - ▶ 10-20 business days to process 90% of the time
- ▶ Development in Designated Growth Areas
 - ▶ Staff will encourage infill and promote development in areas with existing services/city limits
- ▶ Staff Training and Longevity
 - ▶ Tenure can help us understand how we are doing with staff retention
 - ▶ Provide opportunities for professional growth and advancement

The City of Meridian's Comprehensive Plan



Comprehensive Plan Highlights

- ▶ The Ada County Highway District (ACHD), designs, constructs and maintains roads throughout Ada County
- ▶ State highways are under the jurisdiction of the Idaho Transportation Department (ITD)
- ▶ Valley Regional Transit (VRT) plans and coordinates transit services
- ▶ COMPASS charged with developing and maintaining a regional long-range transportation plan



www.itd.idaho.gov



www.achd.ada.id.us



www.valleyregionaltransit.org



www.compassidaho.org

Major Roadway Construction Projects

Chinden West (US 20/26) – Eagle Rd to I-84

<https://itdprojects.org/projects/chindenwest/>

- 2020: SH-16 to Linder (STAR; Costco)
- 2020: Locust Grove to Eagle (ITD/ACHD)
- 2021: Linder to Meridian (STAR; WinCo/Linder Village)
- 2021: Meridian to Locust Grove (STAR; WinCo/Linder Village)
- 2024: Star to SH-16

ACHD Projects

- Ten Mile, McMillan to Chinden (2020)
- Ten Mile, Ustick to McMillan (2019/2020)
- Meridian, Cherry to Linder (2020)
- Linder, Franklin to Pine (2020)
- Eagle, Amity to Victory (late 2020)
- Locust Grove, Victory to Overland (2021)

Major Milestones

Planning Division is fully staffed!

Online development application submittal implemented

Project Dox and Laserfiche integration coming later in 2020/21

New Comprehensive Plan adopted (Dec 2019)

Open Space and Amenities code changes in process

Fields Area Specific Area Plan in process

Prioritization of Comp Plan policies (8/18/20 hearing)

Interactive website and maps for current applications

Initial development of Service Impact Tool and Priority Service Areas

To be further refined and improved

Round 1 of UDC Process Improvements (8/18/20 hearing)

Round 2 underway with the UDC Focus Group

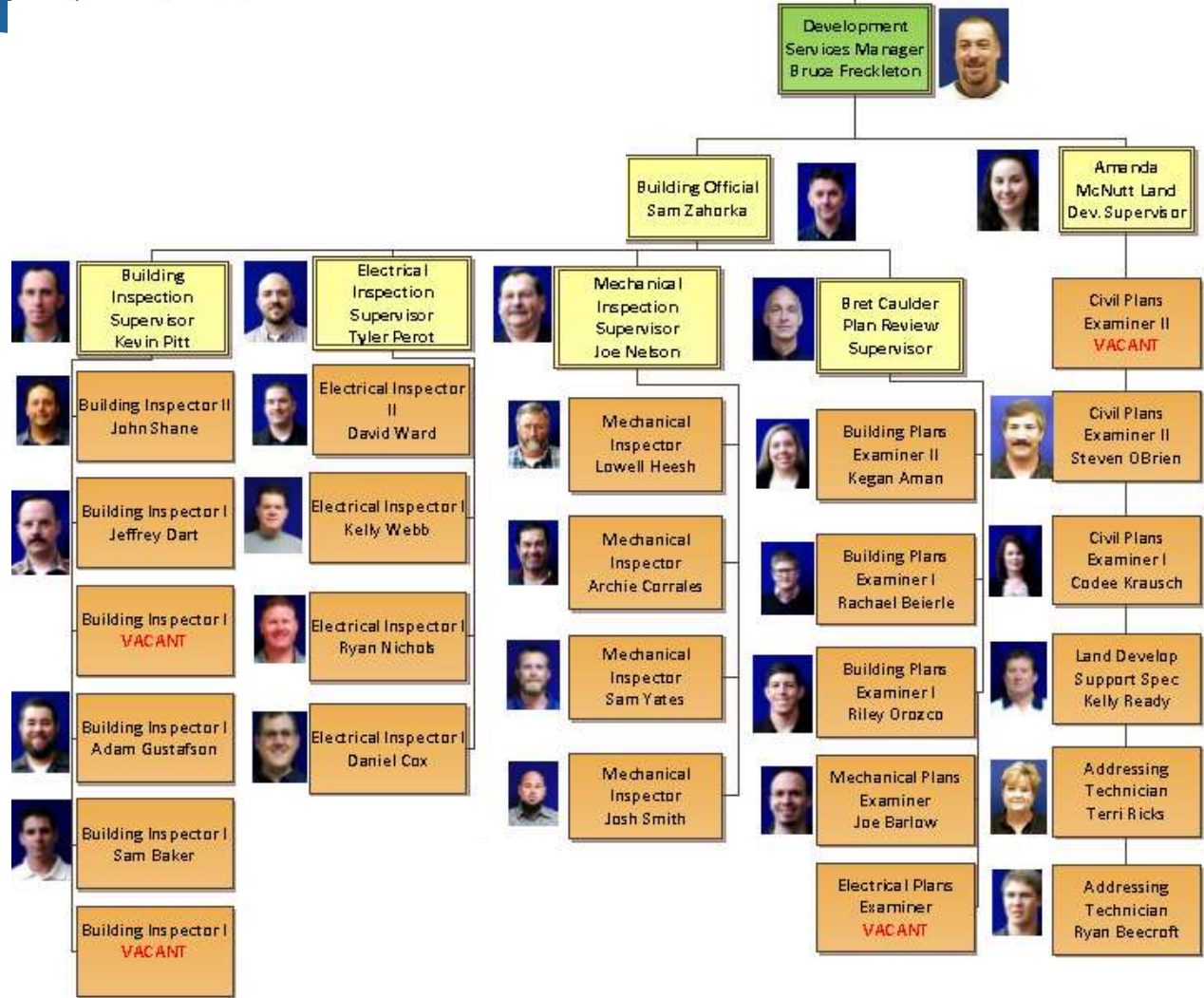
Developed KPIs and working towards premiere

Thriving as a division

DEVELOPMENT SERVICES

THE MERIDIAN BUILDING & DEVELOPMENT MARKET'S

Development Services Organization Chart



Staffing Updates

- ▶ Denny Cline, who worked at the city for over 10 years, retired in June.
- ▶ An internal candidate, Amanda McNutt, promoted to fill the newly created “Land Development Supervisor” position.
- ▶ An internal candidate, Codee Krausch, promoted to backfilled Amanda’s position as a Civil Engineering Plans Examiner.
- ▶ We hired Kelly Ready to fill Codee’s position as the Land Development Support Specialist.
- ▶ We changed the name of a plan review position from “Development Analyst” to “Civil Engineering Plans Examiner” to better represent what the position entails and align with other position names throughout the City.
- ▶ We have one vacancy that we are actively trying to fill for a Civil Engineering Plans Examiner II.

Building Section Building the Plane while Flying...



“When you come to a fork in
the road, take it”

- Yogi Berra



Development Activity Report

CY'20 to date

(Building Permits)

Highlighted Projects

Name	Description
South Meridian YMCA	Exercise Space & Aquatic Center
Idaho Central Credit Union	Corporate Office Building at Eagle View Plaza
Ameriben – Phase II	121,306 sf Office Bldg. at TM Crossing
Main 2 Meridian	Mixed Use Buildings “A” and “B” in Downtown
La Salle Office Bldg.	127,560 sf Office Building at TM Crossing
Victory Commons Urgent Care	5,375 sf Medical Facility at Victory Commons
MKA (Keller) Office Bldg.	19,142 sf Corporate Headquarters in Downtown
Functional Medicine of Idaho	8,245 sf Medical Facility at TM Crossing
Costco Wholesale	157,474 sf Store and Fuel Facility
FedEx Express Van Station	120,506 sf Shipping Center
Blackstone Office Bldg.	100,079 sf Office Building at Silverstone

Residential Permitting Activity August thru July



	Previous Year	This Year
New Single Family Homes	2,125	1,880
New Single Family Value	\$504,329,122	\$448,202,927
Multi-Family Units	1,156	1,021
Multi-Family Value	\$122,114,705	\$117,304,177

Commercial Permitting Activity August thru July

	Previous Year	This Year
New Commercial Buildings	108	51
New Commercial Value	\$185,200,399	\$129,021,352
New Commercial Square Footage	1,236,323 s.f.	1,324,416 s.f.
Commercial TI's	238	213
Commercial TI Value	\$86,412,510	\$87,411,407
Commercial TI Square Footage	1,870,954 s.f.	1,798,766 s.f.

City-wide Assessed Values

Last Year's Total Value	\$13,979,595,300
Current Year's Total Value	\$15,269,023,200

Change in Total Value

+\$1,289,427,900

Major Milestones

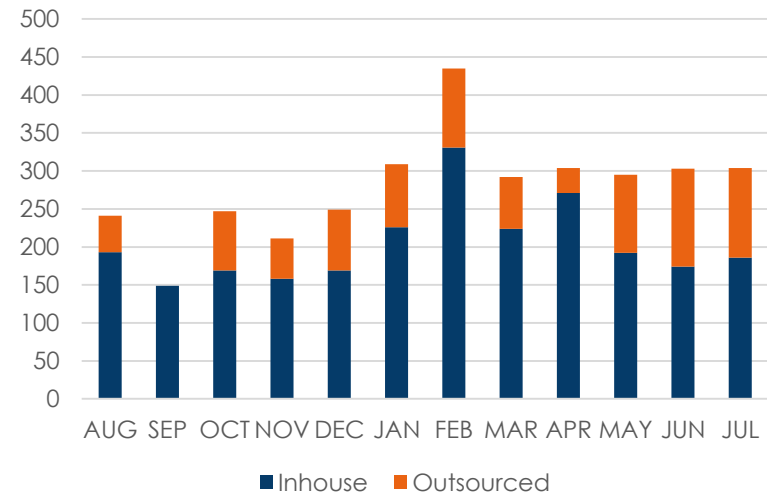
- ▶ Hiring Update
 - ▶ 25 Positions in Building Services, 22 Filled
 - ▶ Two new hires
 - ▶ Plans Examiner Supervisor and Electrical Inspector I
 - ▶ Four in-house Promotions
 - ▶ Building Official, Electrical Inspector II, and Commercial Plans Examiner
 - ▶ One transfer within the department
 - ▶ Residential Plans Examiner
- ▶ Training/Certifications – 17 New ICC Certifications Acquired
- ▶ Purchase and Outfitted 2 additional Budgeted Vehicles

Key Performance Indicators

BUILDING SERVICES

- ▶ Building Plan Review Process
 - ▶ Commercial – Capacity in-house for projects will increase with new in-house promotion. Volume of minor in-house projects will increase in upcoming year. Major projects are 100% outsourced
 - ▶ Residential – Capacity for 176/mo. In-house.
 - ▶ In-house Services also include (C.O. Fast Track, Fence, Shed, Patio Covers, Res. Additions/Remodels and minor Tenant Improvements)

Commercial & Residential Plan Review's



Key Performance Indicators

- ▶ Electrical, Mechanical, Plumbing, and Fire Plan Review Process
 - ▶ Electrical, Plumbing and Fire - 0 capacity in-house, 100% outsourced
 - ▶ Mechanical - (132) monthly residential J,D,S reviews and Tenant Improvements (TI)

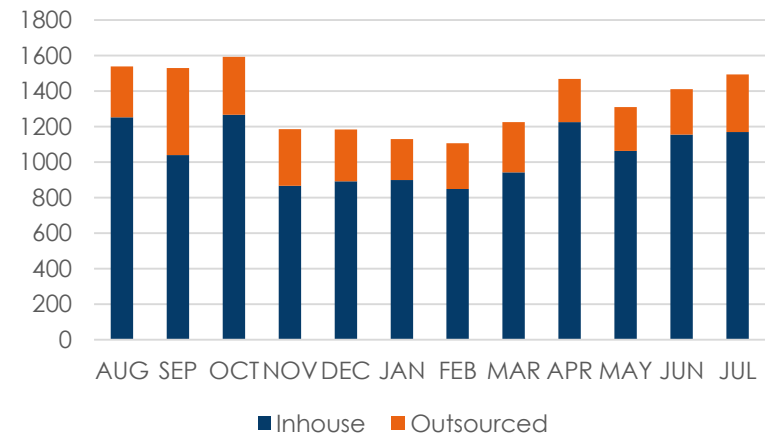
Completed within CORE targets 95% of the time



Key Performance Indicators

- ▶ Building Inspection Process
 - ▶ Meridian capacity vs. Geotek
 - ▶ Total daily inspection average - (51)
 - ▶ Meridian inspectors (13) inspections per day; per inspector
 - ▶ Geotek – (10) minimum to (30) maximum per day for multiple Geotek inspectors, as needed due to volume.

Commercial & Residential Structural Inspection's



Key Performance Indicators

- ▶ Electrical, Mechanical, Plumbing and Fire - Average Daily Inspections (approx.)
 - ▶ Electrical (50-60) 100% "in-house"
 - ▶ Mechanical (46) 100% "in-house"
 - ▶ Plumbing (37) 100% outsourced
 - ▶ Fire(10) 100% outsourced

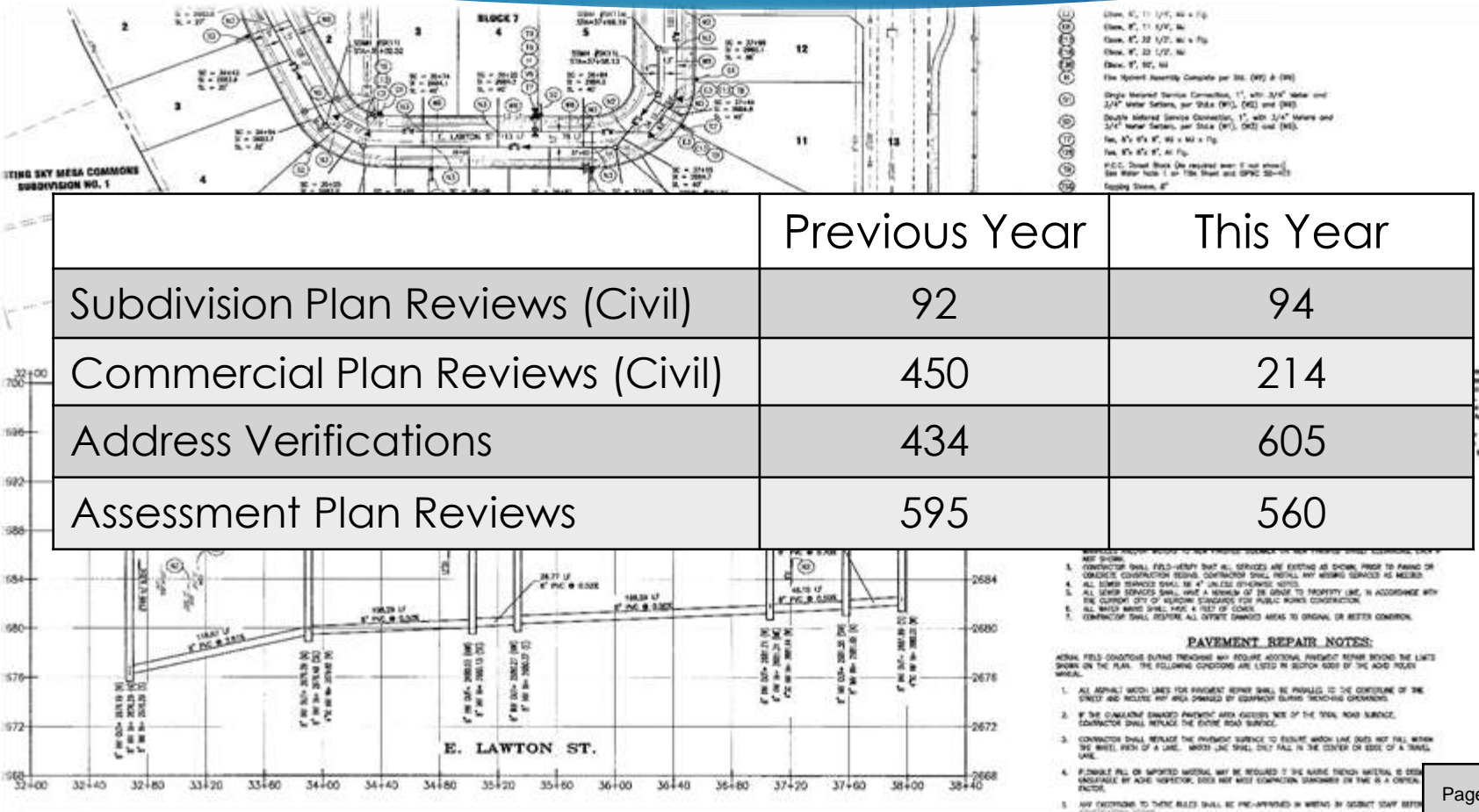
Completed within CORE targets 100% of the time



Land Development Section



Land Development Activity August thru July



Improvements

- ▶ We created a record to track final plat mylar signatures. These projects used to be tracked manually which made it difficult to report the number of projects being completed, how long they took to review, etc. Creating this record also allowed concurrent reviews by Planning and Land Development, which reduced timelines for review.
- ▶ We created a record that incorporates Public Works Engineering Reviews, Fire Review, and GIS Review prior to Land Development Review. This allows for better continuity between departments, and ensures all requirements are known prior to the Land Development Review. This also allows all communication in a project to be documented and trackable.

Key Performance Indicators

LAND DEVELOPMENT SERVICES

- ▶ Final Plat Signature Review Process Timelines
 - ▶ Data is now available through Accela
 - ▶ Currently tracking timelines to establish a benchmark
- ▶ Plan Reviews for Commercial and Residential Project Timelines
 - ▶ Plan reviews will be transitioning to Project Dox which offers more robust reporting for timelines.
 - ▶ Continuing to run monthly reports out of Accela, but the information isn't as accurate as we would like.
- ▶ Sanitary Sewer and Water Assessments Calculation Timelines
 - ▶ Currently being reported via Project Dox, continuing to gather data to establish a benchmark
- ▶ QLPE Turnaround Timelines
 - ▶ 5-Business days or less by PSA
- ▶ In IT queue for development:
 - ▶ Addressing of new Subdivision Plats Timeline
 - ▶ Street Name Review Timelines
 - ▶ Surety Process Timelines

Going Forward

- ▶ Economic Development Analysis
- ▶ Preserve and potentially expand com/ind land use
- ▶ Regional Planning Efforts – Area Specific Plans, Ed/Trans initiatives
- ▶ Fiscal Impact Tool
- ▶ Department – Increased Efficiency
 - ▶ Growth
 - ▶ Near Fully Staffed – Calibration Phase
 - ▶ Technology – Accela/ProjectDox/LaserFische Integrations
- ▶ Career Development Opportunities
- ▶ Proud of the Community Development Team!!

THANK YOU! DISCUSSION

COMMUNITY DEVELOPMENT DEPARTMENT
ANNUAL UPDATE



AGENDA ITEM

ITEM TOPIC: Parks and Recreation Department: Management and Operation of Lakeview Golf Course Discussion



Mayor Robert E. Simison


City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

August 10, 2020

MEMO

TO: Mayor & City Council
FROM: Mike Barton, MPR Parks Superintendent 
RE: Management and Operation of Lakeview Golf Course discussion

Contingent on Council approval of the License and Management Agreement for the Operation of Lakeview Golf Course, the City will begin the operations of Lakeview Golf Course on October 9, 2020. It is our goal to create a smooth transition with no interruption of service. To achieve this goal, our preference would be to contract with a golf course management company named KemperSports for 6 months with 1 month renewals. KemperSports has the expertise and knowledge needed for a smooth transition. KemperSports will retain the existing staff and provide full management, including financial services for a fee of \$9,000 per month. It is our goal to fully offset this cost with revenue.

The management agreement between the City and Western ADA Recreation contains a provision to fund a master plan, irrigation audit, and water rights clean up. The master plan work will have extensive public outreach that should be completed within the 6 months. During this process, we will have future conversations with Council that guide the finished plan to identify the best long term management solution.

Lakeview Golf Course

Item #18.

Management and Transition Discussion





FAQs

- Competitive Rates
- Approximately 32,000 Rounds Played Annually
- An 18 Hole, Par 72 Golf Course
- Junior Programs
- Men's and Women's Associations
- Full Tournament Programs
- Golf Lessons and Packages
- Driving Range and Practice Facility
- Full Food and Beverage Offerings
- Weddings, Special Events

Concerns for a Smooth Transition



OPERATIONS

Services including reservations, technology, merchandise and logistics.



MAINTENANCE

Course conditions and environmental conservation and sensitivity



FOOD & BEVERAGE

A la carte, outing, event and on-course services



SALES & MARKETING

Market analysis, social media, targeted campaigns and promotions



HUMAN RESOURCES

Transition, onboarding, benefits and payroll



ACCOUNTING & FINANCE

Bookkeeping, reports, compliance and audits

Action Items

Item #18.

Operations -

- Review Staffing Plan
- Complete Operations Assessment
- Develop List of Needs/Tools to Enable Operating Efficiency
- SOP Manual and Implementation
- Review previous work schedules
- Determine immediate needs of operations
- Point of Sales system analysis and programming
- Full merchandise inventory
- Golf car inventory
- Preventative maintenance schedule for golf cars
- Develop Transition Team Assignments
- Orientation Team
- Transition Team meeting to review next 30 day priorities
- Staff Orientation and New Hire Paperwork completion
- Determine staff hire date
- Count opening Inventory for F&B and Merchandise
- Transfer or establish business license and permits
- Operations Opportunity Short Term Plan
- Operating Expenses
- Property Organization Chart
- Accounting Assessment
- Competitive Market Analysis
- Establish Guidelines to eliminate OT & optimize Payroll
- Develop Master calendar - ALL activities
- Establish Communications Guidelines for Golf & F&B events
- Develop Operating Budget and Marketing Plan
- Develop Capital Budget

Golf Course Maintenance -

- Count opening Inventory of Equipment and Supplies (Chem, Fert, etc.)
- Review Equipment Maintenance Records
- Review golf course issues or areas of concern
- Evaluation of pumps and irrigation system / schedule maintenance of preventative service
- Review cultural practices and mechanical processes and schedule
- Develop standard operating procedures for course and grounds department
- Soil tests and water tests
- Develop new agronomic plan if required after assessment

Food and Beverage -

- Meet with staff members and get a list of all functions
- Meet with department heads One-On-One
- Implement checkbook & procedures
- Establish weekly department head meetings
- Alcohol training guidelines and SOP's with staff
- Setup E-Mail Addresses for Key Personnel
- Evaluate grill room menu and operations
- Review Menus for catering and special events
- Review auto-attendant prompts on phone system
- Install employment posters in all departments
- Determine uniform needs for all departments
- Review Job Descriptions for all positions
- Setup procedures for GM Report and Client Letters
- Review calendar of events
- IT Needs
- Evaluate previous staffing plans and implement new plans as needed
- Determine hours of operation in All F&B Areas
- Evaluate safety program
- Review Operating Procedures and previous health inspections
- Review menus and pricing and develop recommendations
- Determine immediate needs
- Count opening Inventory of Kitchen Equipment and Smallwares
- Evaluate kitchen equipment and functionality
- Review POS System for efficiency & make recommendation
- Catering Sales - BEO, Contracting, Selling, etc. - Review entire process

Item #18.

Preferred Short Term Transition Plan

- ❑ Execute a 6 month agreement with Kemper Sports for Full Management

KEMPERSPORTS LEVERAGES ITS SCALE AND DEPARTMENTAL EXPERTISE TO PROVIDE EACH PARTNER WITH GUIDANCE AND SUPPORT IN ALL AREAS OF THE OPERATION. SUBJECT MATTER EXPERTS CURATED DECADES WORTH OF EXPERIENCE INTO A COMPREHENSIVE POLICIES AND PROCEDURES GUIDE WHICH INFORMS AND PREPARES DEPARTMENT HEADS. THESE EXPERTS ARE AVAILABLE TO CONSULT WITH THE ONSITE TEAM TO DELIVER THE BEST POSSIBLE RESULTS.



Next Steps

- Implement Transition Plan
- Budget Amendment (offset with revenue)
- Execute Management Agreement
- Contract with National Golf Foundation to Create a Master Plan
- Contract with Baer Design Group to Evaluate Irrigation System
- Evaluate and Cleanup Water Rights

<https://youtu.be/nFZchf3WmUc>



Western Ada Recreation District



Questions?



Thank you!



AGENDA ITEM

ITEM TOPIC: Code Enforcement: Appeal of Order to Abate Weeds at Lot 01, Block 01, Kentucky Villas Subdivision, Parcel R4882890010, by Bruce B. Hessing

Kentucky Villas Home Owners Association

kentuckyvillashoa@gmail.com
6700 N. Linder Rd. ste.156.225

Meridian, Idaho
83646

July 25, 2020



Re: ORDER TO ABATE WEEDS
Parcel #. R4882890010

Dear City Clerk;

The HOA receives an order to cut "weeds" on the above parcel at least once a year. The HOA responded last year concerning the order. Nothing has changed since the last letter.

I have enclosed a copy of the letter from last year. I understand the removal of "weeds" but should be noted that tall grass and natural vegetation is to remain.

I wish to appeal again to the City to require only the "weeds" to be removed.

The property is required to remain an undisturbed open drain land and a wild life sanctuary.

Because the parcel is used as a wet land year round it is impossible to operate mowing equipment on it.

We are a seven home HOA. It is too costly to hand mow the site several times a year.

We prefer to kill all vegetation on the parcel annually, the City and ACHD will not allow us to do so.

We offer to deed this property to the City for one dollar.

Please provide this letter of appeal to the Council and respond back to the HOA above with their decision.

I appealed last year and never heard from anyone.

Sincerely,

Bruce B. Hessing
Acting H.O.A. board

Kentucky Villas Home Owners Association

kentuckyvillashoa@gmail.com
6700 N. Linder Rd. ste.156.225

Meridian, Idaho
83646

October 25, 2019

Re: ORDER TO ABATE WEEDS
Parcel #. R4882890010

Dear City Clerk;

I received the enclosed complaint and wish to appeal it for the following reasons:

The property which the complaint is filed is not owned by an individual.

The person the complaint is filed against does not own the property.

The property is required to remain an undisturbed open drain land and a wild life sanctuary.

Because the parcel is used as a wet land year round it is impossible to operate mowing equipment on it.

We are a seven home HOA. It is too costly to hand mow the site several times a year.

We prefer to kill all vegetation on the parcel annually, the City and ACHD will not allow us to do so.

Please provide this letter of appeal to the Council and respond back to the HOA above with their decision.

Sincerely:

copy

Bruce B. Hessing
Acting H.O.A. board



Jeff A. Lavey, Chief

MERIDIAN POLICE DEPARTMENT

1401 E. Watertower • Meridian, ID 83642
 Phone (208) 888-6678 • Fax (208) 846-7366
www.meridianpolice.org

DATE: 7/16/20

TO: KENTUCKY VILLAS HOA INC
 2338 W BOULDER BAR DR
 MERIDIAN ID 83646

FROM: T. Koehler, City of Meridian Code Enforcement Officer
 Meridian Police Department – Code Enforcement Division

RE: Real Property at:
 S. Kentucky Way
 Meridian, ID 83642
 LOT 01 BLK 01
 KENTUCKY VILLAS SUB

Parcel No. R4882890010

NOTICE OF ABATABLE NUISANCE AND ORDER TO ABATE: WEEDS

YOU ARE HEREBY NOTIFIED the Code Enforcement Officer has determined that nuisance weeds are present throughout the entire parcel to include fence lines and ditches at the above-described real property. This is a nuisance condition prohibited by Meridian City Code section 4-2-3(B).

YOU ARE HEREBY ORDERED to abate this nuisance condition by cutting/removing all weeds over eight inches (8") in height, constitutes a safety, health, or fire hazard to persons and/or property, and/or are designated as noxious weeds by the state of Idaho. These described weeds need to be cut/removed from the entire parcel including along fence lines, around all encroachments, and sidewalks (north property line, parallel with W. Victory Road) abutting the above-described real property **by 5:00 p.m. on July 26, 2020**. Should you fail to comply with any provision of this Order, any and all available penalties may attach without further notice.

PENALTIES FOR NONCOMPLIANCE with this order include a criminal misdemeanor charge for each day the nuisance persists. Additionally, pursuant to Meridian City Code section 4-2-3(H), the City of Meridian may abate the nuisance and then collect the costs of such abatement costs from you. If the City of Meridian abates the nuisance, and you do not timely

Chris Johnson

From: Chris Johnson
Sent: Wednesday, August 12, 2020 3:57 PM
To: 'kentuckyvillashoa@gmail.com'
Cc: Todd Koehler; Emily Kane; Adrienne Weatherly
Subject: RE: Your Appeal is scheduled to be heard by City Council - August 4, 2020 UPDATE TO 8-18-20

Mr. Hessing,
The hearing is scheduled for the 4:30 Work Session on Tuesday, August 18, 2020. The agenda for the meeting can be found at https://apps.meridiancity.org/CLERKSCONTENT/meridian_agenda_minutes.aspx. You may attend the meeting either in person at Meridian City Hall or virtually through Zoom. The link to join via Zoon is listed on the published agenda. Please contact my office at 208-888-4433 or cityclerk@meridiancity.org should you have any questions.

Chris Johnson
City Clerk | City of Meridian
33 E. Broadway Ave., Meridian, Idaho 83642
Phone: 208.888.4433 | Email: cjohnson@meridiancity.org



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From: Chris Johnson
Sent: Wednesday, August 5, 2020 11:02 AM
To: 'kentuckyvillashoa@gmail.com' <kentuckyvillashoa@gmail.com>
Cc: Todd Koehler <tkoehler@meridiancity.org>; Emily Kane <ekane@meridiancity.org>; Adrienne Weatherly <aweatherly@meridiancity.org>
Subject: RE: Your Appeal is scheduled to be heard by City Council - August 4, 2020 UPDATE TO 8-18-20

Mr. Hessing,
Code Enforcement Officer Kohler is unavailable for your scheduled hearing date. As such, your hearing related to weed abatement is now scheduled for August 18, 2020. Please contact my office should you have any questions. I will send a final confirmation upon publication of the August 18 agenda (anticipated 8/12).

Chris Johnson
City Clerk | City of Meridian
33 E. Broadway Ave., Meridian, Idaho 83642
Phone: 208.888.4433 | Email: cjohnson@meridiancity.org



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Item #19.

Chris Johnson

Sent: Wednesday, July 29, 2020 10:00 AM
To: 'kentuckyvillashoa@gmail.com' <kentuckyvillashoa@gmail.com>
Cc: Todd Koehler <tkoehler@meridiancity.org>; Emily Kane <ekane@meridiancity.org>; Adrienne Weatherly <aweatherly@meridiancity.org>
Subject: RE: Your Appeal is scheduled to be heard by City Council - August 4, 2020 UPDATE TO 8-11-20

Mr. Hessing,
With extreme apologies, please note that your appeal is being moved to August 11. I will provide an update this time next week about your placement on the agenda. Thank you for your patience as we balance schedules of all involved.

Chris Johnson
City Clerk | City of Meridian
33 E. Broadway Ave., Meridian, Idaho 83642
Phone: 208.888.4433 | Email: cjohnson@meridiancity.org



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From: Chris Johnson
Sent: Wednesday, July 29, 2020 9:55 AM
To: 'kentuckyvillashoa@gmail.com' <kentuckyvillashoa@gmail.com>
Cc: Todd Koehler <tkoehler@meridiancity.org>; Emily Kane <ekane@meridiancity.org>; Adrienne Weatherly <aweatherly@meridiancity.org>
Subject: RE: Your Appeal is scheduled to be heard by City Council - August 4, 2020

Mr. Hessing,
There is an update to your scheduled hearing. Your hearing will now take place at the Regular Meeting on August 4, 2020. The meeting begins at 6:00pm and your item will be early on the agenda. All other information below remains valid. Please let me know if you have any questions.

Chris Johnson
City Clerk | City of Meridian
33 E. Broadway Ave., Meridian, Idaho 83642
Phone: 208.888.4433 | Email: cjohnson@meridiancity.org



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From: Chris Johnson
Sent: Tuesday, July 28, 2020 11:29 AM
To: 'kentuckyvillashoa@gmail.com' <kentuckyvillashoa@gmail.com>
Cc: Todd Koehler <tkoehler@meridiancity.org>; Emily Kane <ekane@meridiancity.org>; Adrienne Weatherly

Item #19.

erly@meridiancity.org>

Subject: Your Appeal is scheduled to be heard by City Council - August 4, 2020

Mr. Hessing,

I have received your request for a public hearing to appeal the abatement order issued on July 25, 2020. Your hearing is scheduled for 4:30 pm on Tuesday, August 4, 2020. The hearing will take place at Meridian City Hall, as well as virtually using Zoom or by telephone. The hearing will be on the Work Session agenda, which is the 4:30 meeting. The exact placement of your appeal on the agenda will not be final until the agenda is published (no later than 5:00pm on July 29).

Meridian City Hall is located at 33 E. Broadway Ave. City Council Chambers are visible from the front entrance of our building. Should you wish to join remotely, the link and instructions are below my signature. Please visit <https://meridiancity.org/government/covid-19> prior to visiting City Hall to ensure City Hall is open to the public.

Should you have any questions regarding process, please let me know.

Chris Johnson

City Clerk | City of Meridian

33 E. Broadway Ave., Meridian, Idaho 83642

Phone: 208.888.4433 | Email: cjohnson@meridiancity.org



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Virtual Meeting Instructions for August 4, 2020:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/84933344613>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799

Webinar ID: 849 3334 4613

ABATABLE NUISANCES; PROCEDURES AND PENALTIES:

applicability: The procedures set forth in this section shall apply to abatable nuisances.

B. Abatable Nuisance Unlawful: It shall be unlawful for any owner, occupant, user, or person in charge or control of any property to create, cause, commit, maintain, or allow the existence of any abatable nuisance on such property, or upon any street, sidewalk or public right-of-way abutting such property including the area behind curbs, sidewalks, parking areas, and property to the center of alleys and ditches. Further, it shall be unlawful for any person to create, cause, allow, or commit any nuisance upon any public property, right-of-way, or infrastructure, including sidewalks, streets, gutters, or storm drains.

C. Procedure: If it is determined by a Code Enforcement Officer that an abatable nuisance exists, the Code Enforcement Officer shall cause a notice of violation and order to abate to be issued to the owner, occupier, and/or person in control of such property. Such notice and order shall contain the street address and parcel number of the property, describe the nuisance existing thereon, order the abatement of the nuisance, establish the time period for abatement, specify the penalty for noncompliance, and describe the opportunity and time for appeal. The Code Enforcement Officer shall issue such notice and order to the owner, occupier, or person in control of the property on which the nuisance exists in one of the following ways:

1. By personal service upon such owner, occupier, or person in charge or control of the property; or
2. By regular mail to such owner, occupier, or person in charge or control of the property, at the address shown on the last available assessment roll, or as otherwise known; or
3. By posting such notice and order at a conspicuous place on the property and publishing one notice in the official newspaper of the City that the property has been posted in accordance with this chapter and ordering the owner, occupier, or person in charge or control of the property.

D. Time Period For Abatement: It shall be the duty of the owner, occupier, or person in charge or control of any property where any abatable nuisance exists, to abate such nuisance within five (5) calendar days from the date of personal service, mailing, or publication, except that the Code Enforcement Officer may require summary abatement of an abatable nuisance where such condition presents an imminent or ongoing threat to or impairment of human health or safety. Abatement of graffiti shall meet the following standards:

1. Abatement of graffiti shall meet the following standards:
 - a. The removal of such graffiti shall not follow the pattern of the graffiti such that the inscription, work, figure, symbol, drawing, mark, or design of such graffiti remains apparent.
 - b. The removal of such graffiti by painting over it shall be reasonably similar or identical to the original color of the surface upon which such graffiti was applied.
 - c. If the surface is heavily covered with graffiti, the entire surface shall be repainted.
2. Abatement of a nuisance tree shall include tree removal, pruning, and/or removal of branches, debris, roots, stump, and/or soil, at the direction of the Code Enforcement Officer.

E. Appeal: Within five (5) calendar days from the date of service, mailing, or publication of the notice of violation and order to abate, the owner, occupier, and/or person in charge or control of the subject property may appeal to the City Council by filing a written appeal with the City Clerk, which appeal shall enumerate the grounds for appeal. The City Clerk may schedule such appeal for hearing at the next regular meeting of City Council. City Council shall consider written and oral testimony from the appellant and shall affirm, withdraw, or modify the order to abate. The decision of the City Council shall be final. If City Council affirms the order, the appellant shall have five (5) calendar days from the date of such affirmation to abate the nuisance as ordered.

F. Criminal Penalties: If, following notice of violation and order to abate, any person allows the existence of an abatable nuisance, such person shall be guilty of a misdemeanor. Each and every day in which any such violation continues may be deemed a separate offense. Upon conviction for a violation of this section, the City shall request from the Criminal Court an order of restitution for any and all costs of abatement and/or other related costs incurred by the City. Peace officers and Code Enforcement Officers shall have the authority to issue uniform citations to violators of this section.

G. Civil Penalties: In addition to any other penalties described in this section, the City may also take civil action to obtain an order enjoining the ongoing maintenance of such property free from nuisance, and/or to recover any and all costs of abatement, enforcement, litigation, and/or prosecution including, but not limited to, attorney fees and court costs.

H. Abatement; Administrative Penalties: In addition to pursuing criminal and/or civil penalties, and notwithstanding the imposition of any civil or criminal fine, penalty or imprisonment, the Code Enforcement Officer, after providing notice and hearing as provided herein, may abate or cause the abatement of any abatable nuisance where the owner, occupant, agent or person in control of property does not comply in all respects with an order to abate, the Code Enforcement Officer may abate or cause the abatement of such nuisance. The owner, occupier, and/or person in charge or control of the subject property shall be billed, assessed, and/or held responsible for any and all actual expenses of such work, and any related charges, including fees and fines that may be imposed pursuant to this chapter and/or adopted by fee schedule, pursuant to the following procedures:

1. Recovery Of Abatement Costs And Fees: Within thirty (30) days of abatement of the nuisance, the City shall send to the owner, occupier, and/or person in charge or control of the subject property, by regular mail, a billing statement requiring payment to City the costs of abating the nuisance and administrative fee as established by fee schedule.

2. Nonpayment Of Abatement Costs: If full payment is not made to City within fifteen (15) days of the mailing of the billing statement requiring payment of abatement costs and fees, the City may:

Item #19. Attempt to recover such amount through the City bill collection procedures;

b. Add the amount due and owing to the Municipal utility service account related to the property on which the nuisance was abated and collect such amount in accordance with utility bill collection procedures; and/or

c. Levy a special assessment against the subject property pursuant to Idaho Code sections 50-1008 and 50-334 and/or any subsequently adopted or otherwise applicable laws. Notice of the special assessment shall be sent by regular mail to the owner of the subject property, and shall state the address and parcel number of the subject property, date of abatement action taken, and state the amount to be assessed, including any applicable administrative and/or late fees, and shall state that if the assessment is not paid within thirty (30) days, the assessment will be placed on the real property tax rolls and will become a lien against such property. If payment to the City Clerk is not made within thirty (30) days after mailing the notice of special assessment, the assessment shall be declared delinquent and shall be certified, including a ten percent (10%) late fee, to the Ada County Assessor by the City Clerk, not later than August 1 of each year. Upon such certification, the assessment shall be placed upon the tax roll and shall thereafter become a lien against the property described in the notice and shall be collected in the same manner and subject to the same penalties as other City taxes. Upon payment of the assessment, fees and penalties in full, the City Clerk shall file a release of lien with the Ada County Assessor.

I. Summary Abatement: Nothing contained herein shall prevent a Code Enforcement Officer, peace officer, or Fire Marshal from requiring, undertaking, or causing summary abatement of an abatable nuisance where such condition presents an imminent or ongoing threat to or impairment of human health or safety.

J. Noxious Weeds: In addition to other remedies set forth in this chapter, the Code Enforcement Officer may notify Ada County of the presence of any noxious weeds. (Ord. 17-1759, 12-19-2017; amd. Ord. 20-1875, 3-10-2020)