

A meeting of the Meridian City Council was called to order at 6:00 p.m. Tuesday, January 27, 2026, by Mayor Robert Simison.

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

Other Present: Chris Johnson, Bill Nary, Sonya Allen, Jeff Brown, Steve Taulbee and Dean Willis.

ROLL-CALL ATTENDANCE

☒ Liz Strader	☒ Brian Whitlock
☒ Anne Little Roberts	☒ John Overton
☒ Doug Taylor	☒ Luke Cavener
☒ Mayor Robert E. Simison	

Simison: Council, we will call this meeting to order. For the record it is January 27th, 2026, at 6:00 p.m. We will begin tonight's regular City Council meeting with roll call attendance.

PLEDGE OF ALLEGIANCE

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

(Pledge of Allegiance recited.)

COMMUNITY INVOCATION

Simison: Okay. Next step is our community invocation and, Council, we have a treat, we have two people for the community invocation this evening, so we are going to have two different invocations. So, first up I would like to invite up Daryl Moore with an invocation. If you would all, please, join us in the community invocation or take this as a moment of silence and reflection. Good evening.

Moore: Good evening. Father God, we just -- we thank you. You are the divine creator in heaven and on earth. Lord, we just thank you for who you are. We thank you that you know every single heart and every thought and every intention in and through this room. Lord, I just ask that all we would do here would bring honor and glory to your holy name and to your precious son Jesus. We think that you thirst for righteousness and justice, Lord. So, I thank you that that's going to happen tonight in every aspect. We just praise you and thank you for who you are, in Jesus' name, amen.

Simison: Thank you. Council Woman Strader, would you like to introduce our next --

Strader: Mr. Mayor, I would be happy to. Next we have Rabbi Johanna Hershenson from Congregation Ahavath Beth Israel.

Simison: Welcome.

Hershenson: Thank you. On this day which happens to be recognized by the United Nations as International Holocaust Remembrance Day, we remember six million Jewish men, women and children and five million others who were murdered because of hatred, indifference and fear. We honor their memory by reaffirming the dignity and infinite worth of every human life. We are mindful that our community and our nation are living through times of uncertainty and challenge, drawing on wisdom of many faiths and moral traditions. May this Council be guided by clarity, humility and courage. May compassion shape conversation, integrity guide decisions and respect for one another remain at the center of its work. In a time when divisions are felt across our country may actions taken here model cooperation, care for the vulnerable and a shared commitment for the common good of all who call Meridian home. Amen.

ADOPTION OF AGENDA

Simison: Thank you. With that we will move on to adoption of the agenda.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: There are no changes to the agenda. I move that we approve as published.

Little Roberts: Second.

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

MOTION CARRIED: ALL AYES.

PUBLIC FORUM

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

Johnson: Mr. Mayor, there is no signups.

DEPARTMENT REPORTS [Action Item]

1. Light My Fire Check Presentation

Simison: Okay. So, with that we will move on to Item 1, which is a Department Report for the Light My Fire check presentation. Carly, I'm going to turn this over to you and invite -- have you invite up any of our guests.

Shears: Well, we are very excited to have Light My Fire here tonight to present their check to the Meridian Fire Department and the City of Meridian, as well as the Burnout Fund for the union. We are very thankful for their support, not only in the City of Meridian, but ultimately for our community members who this benefits the most. So, thank you very much.

Bradshaw: Mr. Mayor and Members of City Council, it's a privilege to be here with you today. Over 30 years ago local community members witnessed a family lose their home in a devastating fire. As witnesses observed the tragic event they also witnessed firefighters who began to take cash out of their own wallets and hand it to the family. When the firemen were asked why the answer was simple yet heartbreaking. There was no existing agency to provide immediate relief for the family displaced by disaster. These firefighters couldn't bear the thought of walking away leaving a family stranded in devastation. This small gesture by local firemen has had a lasting impact. Those local community members who witnessed this selfless act realized that while firefighters had the heart they shouldn't have to carry the financial burden alone and that is how Light My Fire was born. This organization was established to ensure that when tragedy strikes no family in our community should face that aftermath empty handed. For over three decades Light My Fire has raised hundreds of thousands of dollars that have been donated back into our local communities supporting local fire education and burnout funds. In 2024 the Light My Fire mission was expanded statewide with a launch of a new grant program opening doors for all Idaho fire departments to apply for funding. This grant aligns with our core values of providing education as it relates to the importance of fire prevention. While Light My Fire is proud to expand our mission, the cities of Meridian and Boise remain the core communities we strive to support. On behalf of the Light My Fire Committee it's our privilege tonight to present the City of Meridian with a check for 17,500 dollars, 6,000 of that being applied to the Benevolent Fund, ten thousand towards fire education and 1,500 towards the Idaho First Responder Collaborative, which is supporting first responder mental health.

(Pictures taken.)

Bradshaw: We would also like to cordially invite you all to our event that is going to be hosted on February 20th, which is a 60 Soiree. We hope you join us for a great evening of company, retro costumes and plenty of fun. Thank you guys.

Simison: Thank you very much. I think I can speak for other members of the Council, but we -- we sure appreciate this work that you are doing and the value add and all the time and effort of this volunteer group that goes into helping make this happen. So, appreciate you very much. Thank you.

PUBLIC HEARINGS [Action Item]

2. Public Hearing (continued from January 13, 2025) for Cherry Blossom East Subdivision (H-2025-0030) by Breckon Land Design, located at 523 W. Cedarburg Dr. and the 0.67-acre property to the east, located in the NE 1/4 of Section 12, T.3N., R.1W.

- A. Request: Combined Preliminary and Final Plat consisting of three (3) building lots and one (1) common lot on 0.79 acres of land in the R-8 zoning district.

Simison: Okay. With that we will move on to Item 2, which is a public hearing continued from January 13, 2025, for Cherry Blossom East Subdivision and we will continue this with any comments from staff.

Allen: Good evening, Mr. Mayor, Members of the Council. The first application before you tonight is Cherry Blossom East Subdivision. This project was continued from the January 13th hearing in order for the applicant and the two neighbors to the south to work on a cross-access easement agreement for a shared driveway between the properties that would provide access for emergency vehicles and trash service to the properties to the south and allow cost sharing for the driveway maintenance. Since the last hearing there has been some written testimony that's been received and it is included in the public record. There is a letter from Abigail Germaine, Elam & Burke, an attorney representing Marjorie and Justin Williams, the property owner to the south. She is in opposition to the proposed development in its current form based on the access proposed. She requests Council continue a decision on this application to an undetermined date until information can be provided that shows the application has met the applicable legal requirements. A letter was received from Carolee Fusselman, the neighbor directly to the east over whose property the cross-access easement lies for access to the proposed development. She states that she did not sign an updated easement agreement allowing access to the proposed development and there is a bunch of information in that letter regarding the history of that and, then, lastly, there were three different e-mails received from Marjorie Williams, with a couple of photographs and a video taken yesterday documenting the driveway conditions related to the project. The applicant is here to present tonight. Thank you.

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

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Not a question, but just before we get to the public hearing portion, I think Council is aware I was absent on January 13th. I have had a chance to go back and watch the recording of this meeting. I do plan to participate this evening unless there is any concern from anybody here. Great. Thanks, Mr. Mayor.

Simison: Thank you. Okay. Would the applicant like to come forward?

Breckon: Jon Breckon. Breckon Land Design. 6661 North Glenwood Street and -- well, I have -- I guess I will see -- a pick up from last time. We did send a draft cross-access agreement to the neighbors and they came back and wanted to negotiate that and developer did -- was not interested in discussing other improvements beyond that and that's kind of where we stalled out. That's my main report. I have my presentation from before to assist in answering questions and I have seen and read through the -- the letter from the attorney Elam & Burke, which is really -- it's all the same stuff we have talked about in the past, about difference of opinion regarding UDC -- various UDC codes and the access to the property and I am prepared to answer any questions in that regard. I stand for questions.

Simison: Council, any questions for the applicant? Okay. Thank you very much. Mr. Clerk, anyone signed up to provide testimony?

Johnson: Mr. Mayor, yes. First is Abigail Germaine.

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

Germaine: Good evening, Mr. Mayor, Members of the Council. For the record Abby Germaine with Elam & Burke. 251 East Front Street, Boise, Idaho. 83702. Mr. Mayor, Members of Council, I am representing Margie and Justin Williams this evening. They are adjacent private property owners and affected parties related to this subdivision. As a housekeeping matter I would be requesting more than that three minute allotment if possible. Margie and Justin have both conveyed that they wish to provide me their time in order to provide their testimony on their behalf. My presentation will not be much more than three minutes, but I would ask for just a little leniency on that.

Simison: See no objection. We will recognize you for six minutes.

Germaine: Thank you, Mr. Mayor. Also as a housekeeping matter I would direct the Council to the formal comments that we submitted on January 26th. Those contain our full argument as to why we are requesting that the Council continue the decision on this application this evening. There are several other issues in that letter that I will not address this evening based on time constraints. The main issue that I wish to speak to the Council about this evening is the access to this property. We are requesting that the Council continue the hearing in order to allow more time to negotiate the issues related to access, as well as resolving some of the concerns. To orient the Council again to this area -- I know that you are familiar with it, but my clients, the Williams, are on the bottom left-hand corner. That is their home. The subject property of the subdivision is shown in green and the common driveway that's in discussions this evening is shown in the dark gray. The easement that we are talking about this evening is from 4th Street in below the -- the northern property there. That was the one that was granted by Ms. Fusselman and we have been discussing somewhat in length as to the validity of that easement. So, turning to the issues related to access, there is a question as to the validity of the easement that was granted. The issue with that easement is that the benefited property is incorrectly described. The applicant attempted to correct that

issue by recording a corrected easement, but that easement was not signed by the grantor, it was only signed by the applicant themselves, which as you all know that does not create a valid easement. So, that corrected easement has no force and effect. Regardless of the validity of that easement, there is an issue related to the practical and legal ability of that easement to grant access to the site based on its width. Meridian City Code 11-6C-32-D requires that common driveways be a minimum of 20 feet in width. Staff has noted that there are various areas on this common driveway that will not meet that minimum standard and that is due to the site characteristics of the property. So, as you can see this is looking west. The gravel area here is the area of the proposed new common driveway and the area of the easement that will be utilized. My client's property is that paved concrete strip and that is their private driveway. Because the easement or the common driveway will not meet the minimum width of 20 feet, that will result in a trespass to my client's property on that private driveway. I think the most likely occurrence that we will see this is based on emergency vehicles, solid waste services and delivery trucks, as well as others utilizing that common driveway that need additional turning radius in order to access the property. I will acknowledge that the planning director does have the ability to modify or waive requirements and standards of a common driveway. However, they can only be modified if the exception would -- and I quote -- not be detrimental to the public health, safety and welfare. That standard cannot be met here based on the fact that any reduction in that common driveway will result in a trespass to my client's property. I would also note that there is an issue related to the requirement to pave the common driveway. That is a requirement of code that the common driveway be paved. It is my understanding that the grantor of the easement is not going to consent to paving the driveway, so that is another criteria that the applicant cannot meet in the circumstance. Briefly on the cross-access easement that was discussed, we did receive a draft of a cross-access easement. We received that on Tuesday. I reviewed that agreement with my client and I could not advise my client to agree to the agreement as written. However, I did respond to the applicant representative and told them that we would be happy to negotiate a cross-access easement. The response that I received from the representative was that it was a take it leave it and that unless we were going to sign the cross-access easement as is they would present to the City Council that no agreement could be reached. I want to reiterate to the Council that we are happy to discuss the terms of the cross-access easement, but, obviously, it needs to be something that is workable for all parties involved. Again, my formal comments submitted on the 26th contain other issues related to this application. There is a need for revision to the plat notes. A maintenance agreement for the common driveway is needed. There are outstanding irrigation issues related to the western subdivision and there is a lack of drainage plans that would affect my client if drainage is not retained on site. I want to, again, reiterate for the Council my clients understand that the applicant has the ability to develop his private property. However, we would ask the Council to take the time to ensure that the proposal that is ultimately approved is one that is suitable for the site and that does not have undue adverse impacts for my clients and with that I would stand for any questions the Council or the Mayor may have.

Simison: Thank you. Council, any questions?

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor. Abby, you covered a lot --

Germaine: I think five minutes, so --

Little Roberts: If you wouldn't mind going back and talking about where you said the planning director can waive, but, then, you talked about some exceptions and my question is are -- do those trespass -- because you talk about trespass -- is that limited to the concrete driveway or would trespass include any other parts of property?

Germaine: Mr. Mayor, Member of the Council, I -- I can't really say that for certain. What I can tell you is that I think it is very likely that a trespass would at least occur on the private driveway. Whether or not it would extend to property beyond the driveway I -- I don't know. I think there are concerns that just based on the width of this area and the amount of -- the fact that there are three additional homes going in there is going to be more traffic on. There is potentially going to be two-way traffic and so there is the possibility for additional trespass.

Little Roberts: Thank you.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: So, along the line of thinking of Councilman Little Roberts, you mentioned that we can't waive the standard, because it has to be detrimental -- or not detrimental to your client. But, then, you said that is the detrimental fact the trespass or were there other detrimental facts that you want to discuss or mention? Because what I heard as you are covering a lot of ground was that detrimental fact was the trespass. Is there more that you would -- would state is also detrimental?

Germaine: Mr. Mayor, Member of Council, thank you for that question. I think that the trespass is one that we can be fairly likely certain that it will occur just based on the nature of the -- of the site. However, I do think there are safety concerns. You know, again, we are going to have more traffic on the -- utilizing that common way and, then, there is also the issue of just a lot of additional traffic on -- on that pathway and in an area that is really not wide enough to accommodate it. So, I would say it's safety, trespass, are the main concerns.

Taylor: Mr. Mayor, quick follow up.

Simison: Councilman Taylor.

Taylor: So, you specifically said, though, that we couldn't meet the standard to waive it. But, then, the only thing I'm hearing that's concrete is that there would be a trespass. That could be stepping foot on the property without permission. That's a trespass. It could be, you know, multiple cars. It could be a variety of things. Trying to understand when you say that we can't meet the standard and the standard is because you can't trespass, I don't -- I'm not sure I agree with that. I think if there is a -- if you could demonstrate a legitimate health and safety issue or problem that would be more compelling to say we can't waive that. If the standard is the trespass, still looking to make sure I can follow and I -- certainly I'm -- I'm agreeing with the -- the assumption and I have since the very first hearing. I don't see a way where these two properties can exist so close without a cross-access agreement, because there will be trespass by both parties. Not just the applicant, but by the existing property owners will trespass on the other property. So, that's why we -- it's so important to work this out, because you are both going to be in violation, the applicant and the existing property owner. So, to me is there a legitimate health and safety concern that we can say we can't waive it or if it's just a trespass -- and that again -- that's why I think it's so important that we find the middle ground, so --

Germaine: Mr. Mayor, Member of Council -- Council, thank you for that follow-up question. I would remind the Council that the standard is 20 feet. So, if the Council is inclined to allow the director to waive that requirement -- I mean that is the starting position. That is the rule. So, in order to make an exception to the rule there must be a surety that there is not going to be an adverse impact to the neighbor related to public health, safety or welfare. So, again, I -- I think that it's -- it's very likely there will be a trespass as you have -- as you have mentioned and there are also legitimate safety concerns of putting all of that traffic in that narrow area. To your point regarding the cross-access easement, yes, I -- I mean I personally think that a cross-access easement would likely be the best outcome in this scenario, because it would eliminate the issues of either dividing that area or -- or reducing the -- the access with -- to either side of the property owners. However, we have to have someone come to the table in order to negotiate that and -- and we were told it was a sign as is or we were going to move forward.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I think just a follow up on that point. So, was a cross-access agreement presented to you and, then, your feedback was not accepted or did you submit an agreement? Help me track who gave whom to what.

Germaine: Yes. Mr. Mayor, Council Member, the agreement was -- the draft agreement was provided to my client on the 20th. Tuesday. I was actually just in the process of being retained at that point, so I was drinking out of a fire hose getting up to speed on this issue. I was able to review that agreement in the next couple following days, discussed it with my client. I advised them that I would not agree to accepting that at

that time and I responded to the representative at that point and said the terms are not acceptable as is, but we are happy to continue to negotiate. And, then, that's when we received the response either that day or the next day that it was a -- it was non-negotiable.

Simison: Are you in a position on behalf of your clients to represent what terms were not appropriate? Are these financial terms? Are these -- cross-access is you -- you -- you can use my property and I can use my property and we can all drive up and down the road together. I'm just curious what were the sticking points, either the words that they put on there that was too much or that we are asking for that they didn't want to discuss?

Germaine: Mr. Mayor, Members of Council, I don't know that I could speak to the direct specifics without speaking to my client on that. I would tell you that the tone of the cross-access agreement put a lot of the onus on the adjacent property owners and not the applicant and the developer and those parcels. I think there were some discussions at one point again -- and I'm hearing a lot of this third hand, but as to whether or not the applicant would be willing to construct the entirety of that for purposes of moving the project forward, the easement, obviously, did not contain anything to that effect and not only did it not contain something like that, it put more of the onus on the adjacent property owners for that easement. So, I -- I wouldn't want to speak to more specifics until speaking with my client.

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

Germaine: Thank you.

Johnson: Mr. Mayor, next is Margie Williams.

Simison: Did your attorney just speak on your behalf?

Williams: Yes.

Simison: They took your time.

Williams: Here is a statement from a neighbor. This is not my words.

Simison: If you want to give it to the clerk and, then, he can pass it out.

Williams: Okay.

Johnson: And, Mr. Mayor, I can bring that up. I believe it's what I have already passed out.

Williams: This is the original copy. Will I be getting it back for my file?

Simison: If it's -- if it's from Carol Fusselman we already have a copy. We don't need an original. Is there anybody else who signed up on this item?

Johnson: Mr. Mayor, nobody else marked they wanted to speak.

Simison: Okay. Is there anybody else present that would like to provide testimony? Council, would you like to invite the applicant back up to close or for additional comments?

Cavener: Mr. Mayor, there is no other testimony.

Simison: Okay. Invite the applicant to come up to close.

Breckon: Jon Breckon. 6661 Glenwood Street. Mr. Mayor, Members of the Council, it sounds like there is a little miscommunication there on this cross-access piece. We presented that. Welcome to discuss the wording of it or, you know, what that -- you know, if we need to make some -- fine tune that to -- for both parties. You know, the -- the -- the discussion was that, you know, we don't -- we don't want to negotiate other items other than that cross-access at this time. Just like to keep it simple and stick with the cross-access agreement. So, just to clarify that point. Regarding the -- the access -- maybe I can pull up the presentation. I have a graphic -- refer to one more time. But, in essence, you know, this -- what we are proposing is -- is only going to improve the access. This is probably just as good. The -- to the south there, the neighbor's driveway, is ten, 11, 12 feet wide and, then, the proposed driveway is 20 feet wide on the west side. It does neck down at a couple locations where there are existing power poles in place to 19 feet wide. As these abut you will have a combined -- be a potential trespass issue of over 30 feet in width. For reference, it should be noted that normal parking lot to city standards -- driveway -- two way driveway aisle is 24 feet for a 90 degree parking stall layout. So, you know, it should be more than ample space here for these folks. I can't see if there would be a safety issue or violation with that. Those are -- I think those are the -- the main issues there. I -- I have some other response if we wanted to get into some details on -- on the letter and the code notations. Stand for questions.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: So, the last time we had this hearing there was some discussion that the neighbors were wanting to have some -- if I remember correctly have the applicant pay for their resurfacing of the driveway. I'm assuming that was part of also the feedback was, again, you wanted the cross-access agreement. They maybe wanted a few other things, which you were -- your -- your client was not willing to enter into. Was there anything that they proposed back that was nonfinancial, that was a new consideration that you thought you could do? Because what I'm hearing is you said we -- here is the cross-access agreement. This is it. This is all -- this is all we are okay with. And they

came back and said, well, here is some feedback. Maybe some of it was financial implications, maybe some of it was more. I'm just kind of curious was there anything more that they recommended back that you could accept? I mean I'm seeing it -- an effort for negotiation, but I'm -- what I'm trying to decipher is is there a legitimate effort for negotiation or if there is a legitimate -- this is a cross-access agreement. You can Google it. Here is what it is. You got to sign this or else. That's what I'm trying to get to the bottom of.

Breckon: Mr. Mayor, Councilman Taylor, there really wasn't any back and forth. You know, we presented it. They came back and -- and requested to negotiate further and we said, well, we don't really want to negotiate these other items. What we just want to focus on the cross-access agreement and there was no more communication after that. So, I'm -- you know, that -- I don't have any -- you know, the -- the intent was not to cut off negotiation or to, you know, just close the door on the discussion. The -- the -- the -- you know, as you mentioned last time there was some discussion about a request to rebuild their driveway, put in a landscape berm and these sorts of improvements and -- and that is what I guess understanding is further negotiation would entail those items in lieu of syntax errors or verbiage within the -- the cross-access agreement. The cross-access agreement is fairly straightforward. We are just talking crossing over the property line.

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor. This is actually a question for Bill. Are -- are we within our purview? I'm feeling like we are maybe a little bit out of our lane.

Nary: Mr. Mayor, Members of the Council, Council Member Little Roberts, yes and no. I mean the intent of the -- I mean this is just a plat. So, I mean it is a really fairly narrow land use application. But it was the desire of the Council in these hearings to try to sort of manage both the expectations of the incoming new property owners on the north, as well as balancing the needs of the property owners in the south and as you have seen in that picture it's a fairly narrow roadway either way. Now, again, we have evolved from this conversation at the planning stage and -- and in the legal department from -- from one solution of putting a fence down the middle of the road, which makes zero sense, but legally certainly is one solution -- probably the worst solution -- to try to make it more reasonable. The idea of negotiating something -- and maybe we just have a difference of agreement on what negotiating means, but I don't think it's unreasonable if you are going to negotiate a cross-access for one party to say, well, for me to grant that I would like this, whatever this is, and you can decide if that meets it or not. To say that, no, I'm only talking about syntax errors is not something I'm used to, somebody saying that that's what negotiation is. But, again, the Council doesn't need that and does it have to have that to make a decision if that's your desire. I think it's -- it is reasonable to want to try to resolve this, but if it's unresolvable the Council can do this. We -- we have some disagreements on interpretation of the code. We have some disagreements -- the

easement does meet our legal requirements. We do allow the access to be done this way as it's being done. There is no requirement that there has to be a mandatory cross-access here. Again, the Council can -- can direct that as you have and that's perfectly fine. But if we are at sort of an impasse it is your -- it's your choice on how you want to proceed with this. Again, I -- I'm not part of the negotiations on either side. I'm just saying I understand both sides, but, again, if you are asking -- are you out of your lane? You are not. But you certainly are at a point where it sounds like we are not going to get much further with the parties where we are today. You have one willing party it sounds like. One willing party that's maybe not in the same space about that same issue. I don't have an answer.

Little Roberts: Thank you, Bill.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. Nary, is the lack of a cross-access agreement a defensible reason for Council to grant a denial to a preliminary and final plat?

Nary: No. It really is not. Mr. Mayor?

Simison: Mr. Nary.

Nary: I -- I guess I -- I need to temper that a little bit, Councilman Cavener. And I apologize. It is not generally. Unless you do believe that it is a public safety concern about that. Now, again, it has met our standard. The -- the fire marshal has approved the access from the Fire Department. The planning director has approved it. But the ultimate decision on whether it is a public safety concern is -- is the Council's, not the departments'. So, there is that.

Cavener: Mr. Mayor, follow up then.

Simison: Councilman Cavener.

Cavener: Our fire team. Question. If Council were to condition a fence to separate both of these driveways would a fire truck be able to adequately serve either of the residents?

Taulbee: Mr. Mayor, Councilman Cavener, it really depends. And I am -- what I mean by that is it does meet our minimum for a driveway serving these lots. However, based on the available water supply in the area and there being no hydrants on that street, we would likely access on the main public roadway and do our firefighting efforts from that point. The applicant, obviously, if it -- if it was -- if there is no fence it's obviously giving us the turnaround. It's giving us better access all the way around. However, just looking at it from the fire code perspective it technically does meet our criteria.

Cavener: Okay. So, Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I intended to stay relatively quiet tonight, but this is a fascinating issue. I guess the way I look at it is that we do continue to have three options. One is that we grant this request for a preliminary and final. We deny it. I believe we have a basis to provide a denial. Or if Council believes that the applicant and the neighbors didn't negotiate in good faith -- that was the reason for the initial continuance -- we certainly could grant another continuance to a time certain which the Council is satisfied that an actual negotiation has occurred. I think two or three of those aren't great options for you, quite frankly, and for your -- for your -- your employer. The one that I think you are probably seeking for tonight I'm not in support of this evening. So, I just want to be up front with you that I won't be supportive of voting in favor of granting a preliminary and final plat this evening. Just want to be upfront with you. So, Council, that's where I sit. If Council wants to move forward in one way, shape or form, I'm happy to be part of that conversation. My take is that there was a negotiation that happened. You presented an offer. They refused the offer. They presented a counter offer. You refused the counter offer. Wasn't negotiations in my opinion. I don't -- I do think there is an argument you made about a public safety element around this request and so I am sympathetic to that, which would be for me the basis of, you know, making a motion to issue denial for the preliminary and final plat.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: What were the sticking points that came up, like from the neighbors' perspective as conveyed to you?

Breckon: Mr. Mayor and Council Woman Strader, there were none. There weren't any. We did not receive a counter offer. We did not receive -- you know, they -- they -- they said they wanted to negotiate. I think they were just -- they didn't have time to -- enough for their attorney to go through it or something to that effect. I mean, yeah, I don't -- I don't know why we did not receive a counter offer or any detail on what these negotiations would entail.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Actually that's entirely fair, though; right? I mean they just received the offer from you on Tuesday. It's kind of reminds me of our last hearing where they received something like three days before the hearing. I -- I have to give you some feedback, which is I don't feel like your client is negotiating in good faith with the neighbors. I'm a little bit frustrated. I feel like if there was an offer, like we will pave the entire driveway,

in exchange for this cross-access agreement and if you had conveyed that to me I would think, okay, this seems like a reasonable effort to negotiate in good faith, but I just am not hearing that and I'm -- and I'm like really struggling here, because I just -- this is going to be a disaster. Your client has a right to build it here. For sure. There is a question I think about public safety. I'm -- I'm leaning toward like another continuance, but maybe a long continuance to give your client like some extra time to really think about it, because I feel like the good faith negotiation I was expecting to see really did not occur. So, I'm feeling frustrated. That -- that's just my feedback so far.

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: Mr. Mayor. I tend to agree with Council Woman Strader that we really thought we were going to see some serious back and forth in this time and to have it cut so close where they really didn't have time I would tend to support one more continuance, because at this point I think I would lean toward denial as well.

Taylor: Mr. Mayor? Jon, this is --

Simison: Councilman you.

Taylor: Taylor. Thanks, Mayor. This is a question for Jon and maybe even for the applicant's attorney. I want to know what the disagreements are in the -- in this agreement. That's not come -- that's not come out by either party. I don't -- I don't know what we are arguing over. What's -- what's not satisfactory? You seem to act like you don't -- or you don't know -- you know, it wasn't disclosed what the counter offer was. It's literally impossible for me in my mind to make a decision that I think is a good decision without understanding the dynamics here. I just don't think it's fair. So, is it -- can we get this information? Are you willing to disclose what your offer was and are you willing to share publicly what your response was? Because I would really like to know that tonight, because I said I would not support a continuance. I would say we would make a decision, because this is really incredibly frustrating and I'm very disappointed that we are here and that there was no negotiation. We were adamantly clear on two separate times that we expected the two parties to work together and that has not happened and so that's frustrating. So, I would like to know what are the -- the provisions of this agreement that you guys are not agreeing to? Are you willing to disclose that? And also if we could, then, call up the applicant's attorney if you are willing to disclose what it is on your end.

Breckon: Mr. Mayor, Councilman Taylor, I would love to get to the bottom of this by myself. I -- I have a copy of the cross-access agreement that was presented. A draft. I do not know what the problem with it is. I -- I have a lack of words. I -- we didn't get any feedback on it, like I said, other than willing to negotiate. I -- you know, interpretation was it was --

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: The expectation was you guys would actually sit down in a room maybe and talk and sending e-mails back and forth is not a negotiation. That's not a real faith -- good faith effort in my mind. So, you know, it's -- it looks like a longer document. I'm not going to sit up here and read in front of everyone and try to figure out what's in it. But, Mr. Mayor, I would be interested to know if the applicant's attorney be willing to come up and share as much as they are willing to share in a public hearing on -- on that. Is that appropriate?

Cavener: I guess maybe, Mr. Mayor --

Simison: Councilman Cavener, for a question.

Cavener: Question. Because what I'm hearing from Mr. Breckon is we didn't negotiate. Is that a fair statement?

Breckon: There was no opportunity.

Cavener: Okay. That was the purpose of the continuance. You are the applicant; right? So, if there was no opportunity I look at that as you as the applicant for not creating the opportunity. This -- this application was continued so you could negotiate. You chose not to negotiate and what I'm hearing is we are -- we are blaming a neighbor for not negotiating when you, yourself, said we are not going to negotiate. So, I'm -- I'm just trying to track with what you are telling us and what the purpose of the -- of the continuance was for and the continuance was so that you -- your client could negotiate. You chose not to. I'm not that bright, but if I'm wrong tell me where I'm wrong.

Breckon: Mr. Mayor, Councilman Cavener, I would like to get some feedback on this agreement so that we can negotiate. There is nothing been presented to negotiate, other than we presented our cross-access and we would love to sit down with their attorney and figure it out.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Councilman Taylor, Council, or the neighbor wants to provide any insight? I think that's a great suggestion. And, then, certainly the applicant will have an opportunity at the --

Simison: Yeah. Okay.

Germaine: Mr. Mayor, Members of Council, again, for the record Abby Germaine with Elam Burke. I will be very brief. So, again, we received the draft agreement on late Tuesday. That was, then, provided by my client to me late that evening. I was still getting in the process of being retained on Thursday. I immediately responded to the representative and said we have received the agreement. As is it is not acceptable. We would be -- we would be happy to negotiate the terms of this cross-access agreement. The response that I received from the applicant -- and I'm happy to provide a copy of those e-mails if the Council would like -- says -- and I quote -- if the agreement is not acceptable as written we will proceed to the hearing and report that the parties were unable to reach a resolution. If there is a change of heart we are happy to proceed with the agreement as written. And that was the end of the conversation. My client, obviously, was not willing to have me continue to redline the -- the -- the agreement if there was not going to be any future negotiations.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I think the applicant is at least afforded the last opportunity for rebuttal or last word I think before --

Simison: Yep.

Cavener: -- Council takes any action. I think it's important that we provide that.

Simison: Okay.

Breckon: Mr. Mayor, Members -- Members of the Council, I would like to negotiate this -- this cross-access agreement with them. I would request another continuance, so that we could do that.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I want to make sure, Mr. Breckon, what the -- the -- the neighbor's counsel shared, that's an accurate depiction of the communication? It's not puffery or misleading us in any way? You believe that's an accurate account of the communication that came from either you or your client to them?

Breckon: I -- I do not know, Councilman Cavener. I did not see that communication myself.

Cavener: Okay. So, Mr. Mayor, Council --

Simison: Councilman Cavener.

Cavener: -- I will share where I'm at. Clearly two weeks wasn't enough time for them, so I would be looking at a six to nine month continuance to give the applicant ample time to negotiate. So, I'm looking at a date of 7/28, but I'm happy to look further off into the fall if that's something that Council wants. I -- to Council Member Taylor, we don't want you to come back a third -- a third time. That's -- that's unfair to the neighbors. It's unfair to our staff. The public. We shouldn't be here tonight. So, I assume, Mr. Mayor, Mr. Breckon, six months would be enough time for you guys to get this sorted out or do you need longer?

Breckon: Mr. Mayor, Councilman Cavener, I believe so, yes.

Cavener: So, Mr. Mayor, I would move that we continue this public hearing on this item to July 28th.

Strader: Second.

Simison: Have a motion and a second to continue this item until July 28th. Is there a discussion on the motion? If not, all favor signify by saying aye. Opposed nay? The ayes have it and the item is continued to July 28th.

MOTION CARRIED: ALL AYES.

3. Public Hearing for Mogul North (SHP-2025-0005) by Ardurra, located at 4305 W. Grand Mogul Dr.

- A. Request: Short Plat consisting of four (4) building lots on 6.76 acres of land in the M-E and H-E zoning districts.

Simison: With that we will move on to Item, 3 which a public hearing from Mogul North, SHP-2025-0005. We will open this public hearing with staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. The next application before you is a request for a short plat. This site consists of 6.76 acres of land. It's zoned ME and HE. Is generally located a quarter mile east of South Black Cat Road on the south side of West Grand Mogul Drive at 4305 West Grand Mogul Drive. This is a resubdivision of Lot 2, Block 1, Vanguard Village Subdivision No. 1. Future development of the property is governed by the Vanguard Village Development Agreement. The Comprehensive Plan future land use map designation for the property is mixed employment in the Ten Mile Interchange Specific Area Plan. The proposed short plat consists of four building lots on seven -- excuse me -- 6.76 acres of land in the ME and HE zoning districts. Access was previously approved via West Grand Mogul Drive, a collector street, and South La Vista Lane, a private street. A cross-access easement is required to be granted between the proposed lots and the property to the west. A cross-access easement is depicted on the plat to the property to the south. No new access is proposed. Street buffer landscaping was reviewed and approved with the previous subdivision Vanguard Village Subdivision No. 1. No changes are proposed. And that

developer is responsible for that landscaping. No written testimony has been received on the application. Staff is recommending approval with the conditions in the staff report. Staff will stand for any questions.

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

Connor: Good evening, Mr. Mayor. Good evening, Council. Good to see you all. As Sonya pulls it up it's a pretty straightforward application tonight. There is two of them that are part of the same project. This first one is the northern portion, which is the Mogul North -- thank you, Sonya. Yes. My name is Patrick Connor. Address is 726 North Pierce Street, Boise. So, vicinity map is, like Sonya said, is part of the Vanguard Village Subdivision. The -- hey, Sonya, how do I get this to go -- sorry. Perfect. Okay. So, as Sonya said, this is an existing recorded plat. We are looking at just doing two short plats on about 20 acres. The top one is what we are discussing right now. The north short plat. This is the overall development plan and the intent for this application is so we can have each of the buildings that's planned there on that single lot on four individual lots -- will be separately owned by separate owners. So, on the left is what currently exists. Lot 2 is simply one lot and we are proposing to carve that up into four lots. Everything else remains the same. With that I would stand for any questions.

Simison: Thank you. Council, any questions?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I always like to dig, only because I'm curious, what -- what are we going to see here? Can you give us a sense of what -- what we are going to see?

Connor: Sure, Council Woman Strader. The owner is either industrial -- so, it will be industrial warehouse units for distribution or for business owners. I'm not entirely sure what the -- who the users are currently. As we discussed the south part that building -- one of the buildings is under construction there for warehouse space and distribution space.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I don't think it's rare for us to get this robust of a preliminary plat presentation, so thank you for --

Connor: Sure thing.

Simison: Council, any additional questions for the applicant? Okay. Mr. Clerk, anyone signed up to provide testimony?

Johnson: Mr. Mayor, no.

Simison: Is there anybody present, either in the room or online, who would like to provide testimony on this item? If you are an online use the raise your hand. Seeing no one raising their hand or coming forward, does the applicant waive any final comments? Applicant waives any final comments. Council, what's your direction?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Mr. Mayor, I move we close the public hearing on Item No. 4, SHP-2025-0006.

Simison: Item 3?

Cavener: Three?

Simison: Yes.

Cavener: Sorry. Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Thank you. I move that we close the public hearing on No. 3, SHP-2025-0005.

Little Roberts: Second.

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

MOTION CARRIED: ALL AYES.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move we approve Item No. 3, SHP-2025-0005 per all staff and applicant testimony.

Little Roberts: Second.

Simison: Have a motion and a second to approve Item 3, SHP 2025-0005. Is there discussion on the motion? If not, clerk call the roll.

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

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

MOTION CARRIED: ALL AYES.

4. Public Hearing for Mogul South (SHP-2025-0006) by Ardurra, generally located 1/4 mile east of S. Black Cat Rd. and 3/4 mile south of W. Franklin Rd.

- A. Request: Short Plat consisting of two (2) buildable lots on 12.89 acres of land in the M-E and H-E zoning districts.

Cavener: Next item up is Item 4, a public hearing for Mogul South, SHP-2025-0006. Open this public hearing with staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. The next application before you is a short plat as well. This site is just directly to the south of the last application. It consists of 12.89 acres of land. It's zoned ME and HE and it's generally located a quarter mile east of South Black Cat Road on the south side of West Grand Mogul Drive at 969 South La Vista Lane. This is a re-subdivision of Lot 1, Block 1, Vanguard Village Subdivision No. 1. The Comprehensive Plan future land use map designation is mixed employment in the Ten Mile Interchange Specific Area Plan. The short plat consists of two building lots on 12.89 acres of land in the ME and HE districts. Access was previously approved via South La Vista Lane, a private street. A cross-access easement is required to be granted between the proposed lots and the property to the west. A cross-access easement agreement is depicted on the plat to the property to the north. No new access is proposed. Like the last application, street buffer landscaping was reviewed and approved with the previous subdivision, Vanguard Village Subdivision No. 1. No changes are proposed. No written testimony was received on this application and staff is recommending approval with the conditions in the report. Staff will stand for any questions.

Simison: Thank you, Sonya. Council, any questions for staff? Then I invite the applicant to come forward. Hello again, Patrick.

Connor: Thank you. Patrick Connor. 726 North Pierce Street, Boise. So, the southern part of this application, it's changing from one lot into two lots. And that is depicted there.

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

Connor: Thank you.

Simison: Anyone signed on this item?

Johnson: Mr. Mayor, no.

Simison: Would anyone like to come forward and provide testimony or raise your hand if you are online? Seeing no one doing that, applicant waive any final comments? Applicant waives. Council, direction.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I move that we close the public hearing.

Overton: Second.

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

MOTION CARRIED: ALL AYES.

Strader: After considering all staff --

Simison: Councilman Woman Strader.

Strader: Oh. Apologies, Mr. Mayor.

Simison: Just -- it's for Dean in the record. Council Woman Strader.

Strader: I move to approve File No. SHP-2025-0006 as presented in the staff report for today's hearing date.

Overton: Second.

Simison: Have a motion and a second to approve item 4, SHP-2025-0006. Is there discussion? If not Clerk call the roll.

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

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

MOTION CARRIED: ALL AYES.

FUTURE MEETING TOPICS

Simison: Council, anything under Future Meeting Topics or a motion to adjourn?

Overton: Mayor. I make a motion that we adjourn.

Little Roberts: Second.

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

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 7:00 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

_____ MAYOR ROBERT SIMISON	_____ DATE APPROVED
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ATTEST:

CHRIS JOHNSON - CITY CLERK