

**FIRST AMENDMENT to
LICENSE AND INDEMNITY AGREEMENT with LIONS CLUB OF MERIDIAN
and ASSIGNMENT OF AGREEMENT TO TREASURE VALLEY LIONS CLUB**

This FIRST AMENDMENT to LICENSE AND INDEMNITY AGREEMENT with LIONS CLUB OF MERIDIAN and ASSIGNMENT OF AGREEMENT TO TREASURE VALLEY LIONS CLUB ("First Amendment") is made this 6th day of February, 2023 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Treasure Valley Lions Club, a non-profit corporation organized under the laws of the State of Idaho ("TVLC") (together, "Parties").

WHEREAS, on October 6, 2015, City and the Lions Club of Meridian entered into a License and Indemnity Agreement, attached hereto as *Exhibit A* ("October 6, 2015 Agreement");

WHEREAS, as set forth in *Exhibit B*, the Lions Club of Meridian has assigned all of its rights and responsibilities under the October 6, 2015 Agreement to TVLC, and by this First Amendment, the Parties seek to update the October 6, 2015 Agreement accordingly;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, City and TVLC agree as follows:

I. REFERENCES TO "LICENSEE." All references to "Licensee" in the October 6, 2015 Agreement shall be to TVLC.

II. AMENDMENT OF SECTION II.A. Section II.A. of the October 6, 2015 Agreement shall be amended to read as follows:

A. License payment. In consideration of Licensee's use of Property for the purposes enumerated in the CUP, Licensee shall pay City six hundred and fifty dollars (\$650.00), which amount shall be due to City by January 15 of each year.

III. AMENDMENT OF SECTION IV.P. Section IV.P. of the October 6, 2015 Agreement shall be amended to read as follows:

A. Notices. Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

City:	City of Meridian Parks & Recreation Department 33 E. Broadway Avenue Meridian, Idaho 83642
Licensee:	Treasure Valley Lions Club P.O. Box 1111 Meridian, Idaho 83680

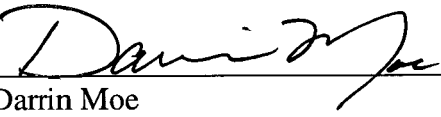
Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

IV. ASSIGNMENT. By this First Addendum, City consents to the Lions Club of Meridian's assignment of the October 6, 2015 Agreement to TVLC as set forth in Exhibit B. All of the terms, provisions, covenants and conditions of the October 6, 2015 Agreement shall inure to the benefit of, and shall be binding upon, TVLC.

V. ALL OTHER PROVISIONS IN EFFECT. Except as expressly modified by this First Amendment, all provisions of the October 6, 2015 Agreement, and all addenda thereto, shall remain in full force and effect. No other understanding, whether oral or written, shall be deemed to enlarge, limit or otherwise affect the operation of the October 6, 2015 Agreement or this First Amendment thereto.

IN WITNESS WHEREOF, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the day and year first above written.

TREASURE VALLEY LIONS CLUB:



Darrin Moe
President

CITY OF MERIDIAN:

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

Exhibit A

LICENSE AND INDEMNITY AGREEMENT with LIONS CLUB OF MERIDIAN

This LICENSE AND INDEMNITY AGREEMENT with LIONS CLUB OF MERIDIAN ("Agreement") is made this 6 day of October, 2015 ("Effective Date"), by and between Lions Club of Meridian, Inc., a non-profit corporation organized under the laws of the State of Idaho, whose address is P.O. Box 266, Meridian, Idaho ("Licensee"), and the City of Meridian, Idaho, a municipal corporation organized under the laws of the State of Idaho ("City"), whose address is 33 E. Broadway Avenue, Meridian, Idaho.

WHEREAS, Licensee is a service organization dedicated to supporting humanitarian needs, sight and hearing services, and youth services;

WHEREAS, City owns property on West Cherry Lane between Black Cat and McDermott, in unincorporated Ada County, Idaho, including parcel nos. S1204336500, S1204336450, S1204346615, S1204346715, and S1204346850;

WHEREAS, Licensee seeks to utilize parcel no. S1204336500 and the east half of parcel no. S1204336450, as depicted in *Exhibit A* hereto ("Property") for a rodeo grounds, which use includes riding arena, bucking chutes, bleachers, fencing, announcer stand; and for riding, rodeo reining and other equine activity by amateur and professional riding groups, high school rodeo clubs, team ropers, and barrel racers; and in accordance with the terms and conditions set forth herein, the City of Meridian is willing to allow Licensee a limited license to use Property for these purposes;

WHEREAS, for several years, City has leased Property, with the adjacent parcels, to a third party for crop farming during the summer months, in order to, *inter alia*, control weeds, pests, and dust, at a lease rate of \$100 per acre on thirty-eight (38) acres, less \$1,800 for weed control, for a total of \$2,000 revenue to the City;

WHEREAS, Licensee now seeks to schedule a rodeo event at Property in the summer, in which event the third party may lease and farm only parcel nos. S1204336450; S1204346615; S1204346715; and S1204346850 and the west half of parcel no. S1204336450 ("Farmed Property"), and will pay a lease rate of \$50 per acre for the Farmed Property, for a total of \$1,350 revenue to the City;

WHEREAS, in consideration of City's reconfiguration of the third party lease and loss of revenue in order to allow Licensee to use the Property during the summer months, Licensee is willing to take on full responsibility for controlling weeds, pests, and dust at Property, and is willing to pay \$650 to make up the difference between the \$1,350 lease revenue for the Farmed Property and the \$2,000 revenue to City otherwise realized for the lease of Property for farming;

WHEREAS, on September 20, 2011, City and Licensee entered into a prior agreement, entitled License and Indemnity Agreement with Lions Club of Meridian, which, upon the Effective Date of this Agreement, shall be superseded by this Agreement;

NOW THEREFORE, in consideration of the recitals and mutual covenants, agreements, and inducements contained herein, the parties hereby agree as follows:

I. SCOPE OF LICENSE GRANTED BY CITY.

- A. Scope of use.** Licensee's use and occupancy of the Property shall be limited to activities enumerated in Ada County Conditional Use Permit no. 201000531-CU ("CUP") attached hereto as *Exhibit B* and incorporated herein by reference, except that Licensee shall not have any access onto McDermott Road from Property unless such access is specifically allowed, in writing, by the Director of the City of Meridian Parks and Recreation Department ("MPR") or his designee. At least thirty (30) days prior to hosting any event or using the Property for any purpose, Licensee shall provide to City written notice of its desire to do so, as well as a written description of the event, including the dates and hours of operation, and a site plan, including a depiction of structures, restrooms, first aid stations, drinking water sources, garbage receptacles, generators and other mechanical equipment, cooking equipment, signs, entrance and exit drives, and parking. Licensee shall also provide, at least thirty (30) days prior to hosting any event or using the Property for any purpose, proof of insurance as required herein. The time and manner of each and every event and use shall be approved by the MPR Director or his designee. City shall reserve the right to deny Licensee permission to use Property for an event or use that will or may endanger the health, safety, or welfare of the public or of Property.
- B. Compliance with CUP.** Licensee shall access and use Property only insofar as such access and use is consistent with and in full compliance in every respect with the requirements and standards established by the CUP, except that Licensee shall not have any access onto McDermott Road from Property unless such access is specifically allowed, in writing, by the MPR Director or his designee. To the extent that the CUP conditions are broader in scope than the permissions conveyed by this Agreement, this Agreement shall control. Any prior general permission granted by City to Licensee for access to or from McDermott Road from Property is hereby revoked; Licensee shall not have any access onto McDermott Road from Property unless such access is specifically allowed, in writing, by the Director of the MPR Director or his designee. Should Licensee or any participant in Licensee's activities on Property damage Farmed Property or any equipment or crops thereon, Licensee shall be responsible for any and all costs related to such damage.
- C. Term of license.** The term of this Agreement shall be from the Effective Date through 11:59 p.m. on September 30, 2016 ("Original Term"), provided that Licensee shall have an option to renew the term of this Agreement for additional consecutive terms of up to one (1) year each. Each and every renewal term shall commence upon the expiration of the Original Term or the prior renewal term, as applicable. Such options to renew shall be exercised automatically unless this Agreement is terminated by either Party by the method established herein. Upon automatic renewal, and throughout each and every renewal term, all provisions and conditions of this Agreement shall be in full force and effect. Licensee specifically acknowledges that Property is owned by City for the express purpose of developing such land for municipal park use, and upon initiation of such development, this Agreement shall be voidable and shall not be renewed.

II. RESPONSIBILITIES OF LICENSEE

- A. License payment.** In consideration of Licensee's use of Property for the purposes enumerated in the CUP, Licensee shall pay City six hundred and fifty dollars (\$650.00), which amount shall be due to City by October 15 of each year.

B. **Weed, pest, and dust control.** Licensee shall be responsible for weed, pest, insect, vermin, and dust control on the entire Property. It is specifically acknowledged that Licensee shall assume weed, pest, insect, vermin, and dust control responsibility for all twenty (20) acres of Property, including that portion of Property occupied by the rodeo grounds. At all times, Property shall be reasonably free and clear of unwanted vegetative growth, insects, vermin, and fugitive dust.

1. **Crop farming.** Cover crop farming on Property for the purpose of weed, pest, insect, vermin, and dust control is encouraged. Licensee shall be responsible for all costs, activities, and responsibilities associated with planting, maintaining, and harvesting crops on Property. Licensee shall be entitled to keep the proceeds, if any, of the crop(s) planted and harvested by Licensee on Property. Licensee shall be solely responsible for any and all expenses incurred in Licensee's planting, maintaining, harvesting, storage and transportation of crops removed from the premises including, but not limited to, damages caused by acts of God, acts of nature, and/or weather. Licensee may, at Licensee's option, maintain crop insurance for crops planted on Property. City shall not maintain crop insurance on Licensee's behalf.
2. **Chemical application.** Should Licensee choose to apply to Property pesticide, insecticide, and/or any other chemical for the purpose of weed, pest, insect, or vermin control on Property, each and all of the following conditions shall apply to every application.
 - a. Licensee shall engage a commercial, professional applicator for such purpose. Such professional applicator shall be licensed and certified by the Idaho State Department of Agriculture ("ISDA") and shall be fully insured as required by ISDA. No person or entity, other than a professional applicator or a professional applicator's qualified employees, may apply to Property pesticide, insecticide, and/or other chemical.
 - b. Licensee hereby authorizes City to act as Licensee's agent for the limited purpose of authorizing, deauthorizing, or scheduling Licensee's selected professional applicator's chemical application on Property, and shall inform each and every applicator of such agency in writing. At least fourteen (14) days prior to any chemical application on Property, Licensee shall provide to City a copy of the written notice provided to the applicator(s) of such agency. Licensee shall be responsible for any and all costs related to the application of chemicals to Property, even if such chemicals are applied pursuant to City's exercise of the agency granted by this provision. City agrees to exercise the agency granted by this provision only if weed, pest, insect, vermin, and dust control on Property does not meet the standards set forth in this agreement.
 - c. Licensee shall make arrangements for application or evaluation to occur on or around March 1, June 1, August 1, and October 1 of each year, give or take approximately fifteen (15) days before or after such dates.
 - d. At least fourteen (14) days prior to each and every chemical application on Property, Licensee shall provide to City the name, address, and phone number of the professional applicator(s) engaged by Licensee to undertake such chemical application on Property; the scheduled date and time of the application; the type of chemical to be used; and a

copy of the written agreement between Licensee and the professional applicator(s) engaged by Licensee for such purpose.

- e. Licensee shall not allow the application of any soil sterilant, i.e., prometon, diuron, bromacil, simazine, or atrazine, to Property.
 - f. Within thirty (30) days following any chemical application on Property, Licensee shall provide to City a copy of the application record.
 - g. Licensee shall be solely responsible for any and all expenses incurred in or related to the application to Property of pesticide, insecticide, and/or any other chemical for the purpose of weed, pest, insect, vermin, and dust control. This responsibility shall include, without limitation, remuneration to owners or occupants of adjacent or other parcels for any damage incurred due to the migration of chemicals applied to Property, on Property, or originating from Property.
 - h. Licensee shall not store or dispose of any chemicals upon Property without prior written notice to City. City shall have the option of refusing to consent to any use, storage or disposal of chemicals on Property. All chemicals shall be used strictly in accordance with all applicable laws, rules and ordinances. Licensee shall not allow any chemicals into the air, ground or water except insofar as allowed by said laws and regulations. Licensee shall indemnify and hold City harmless from any claim, liability, loss, cost or expense resulting from chemicals or hazardous or toxic substances placed or used on the Property by Licensee. City shall have the right to inspect Property to determine if Licensee is properly using, storing, and disposing of chemicals and other hazardous substances.
- C. Ditches and drains.** Licensee agrees to clean and maintain in good repair and condition, normal wear and tear excepted, the ditches, laterals and drains situated upon the Property, in order that the maximum water benefit may be obtained and utilized, as follows:
- 1. As to the ditches, laterals and drains on the east and west sides of Property, Licensee shall clean and maintain them to the center line thereof.
 - 2. As to the ditch on the south side of Property, Licensee shall clean and maintain the entire ditch along the frontage of Property.
- D. Good faith.** Licensee shall utilize the Property in a manner that will best conserve the integrity and long-term beneficial use of the Property.
- E. Water use.** City shall promptly authorize excess water delivery if requested by Licensee. Licensee shall pay any water use overage costs, if applicable. If or when a well is constructed on the property, Licensee shall seek permission from and shall coordinate with the MPR Director or designee prior to accessing any well water.
- F. Adjoining property.** Licensee may not utilize Farmed Property for parking or other use without prior written consent from the third party leasing the Farmed Property. Licensee shall be solely responsible for any and all expenses incurred by City or the lessor of Farmed Property related to damage to Farmed Property or crops, equipment, or personal property due to rodeo events or other events and activities on Property. This responsibility shall include, without

limitation, remuneration to City or to the lessor of the Farmed Property for any damage incurred due to activities on Property or originating from Property.

III. INDEMNIFICATION; INSURANCE.

- A. Indemnification.** Licensee shall, and hereby does, indemnify and save and hold harmless City from and for any and all losses; claims; actions; judgments for damages; injury to its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, other persons, or property; and/or losses and expenses caused or incurred by Licensee and not caused by or arising out of the tortious conduct of City of Meridian. Licensee acknowledges that accessing or using Property carries risks, some of which are unknown, and assumes these and any and all other known and unknown risks and hazards of such activity and any activity related thereto. Licensee forever waives and releases, on behalf of itself, its members, its agents, its employees, and their heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees now has or may hereafter have against the City of Meridian and/or its employees, elected officials, agents, guests, and/or business invitees, suffered in connection with or arising out of Licensee's access to and use of City facilities and/or any activity related thereto and not caused by or arising out of the tortious conduct of the City of Meridian or its employees.
- B. No coverage provided.** Licensee acknowledges that the City of Meridian shall not provide for Licensee or for its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, any insurance or coverage of any kind, whether financial, medical, property, or otherwise, for any accidents, injuries, deaths, illnesses, losses, or damages that result during or arise out of Licensee's actions or omissions hereunder and/or any activity related thereto.
- C. Licensee to maintain insurance.** Licensee shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, and upon each and every occasion on which Licensee uses the Property hereunder, liability insurance in which the City of Meridian shall be named additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City, and if City becomes liable for an amount in excess of the insurance limits herein provided, Licensee covenants and agrees to indemnify and save and hold harmless City from and for any and all such losses, claims, actions, or judgments for damages or liability to persons or property. Licensee shall provide City with a Certificate of Insurance or other proof of insurance evidencing Licensee's compliance with the requirements of this paragraph. In the event the insurance minimums of the Idaho Tort Claims Act are changed, Licensee shall immediately submit proof of compliance with the changed limits.
- D. Waiver.** Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, employees waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Licensee's use of Property, whether such loss or damage may be attributable to known or unknown conditions, except for liability caused by or arising out of the tortious conduct of City or its employees.

- E. **As-is condition.** City makes no warranty or promise as to the condition, safety, usefulness, or habitability of the premises of the Property; Licensee accepts same as-is, both at the effective date of this agreement and at the time and for the purpose of each event and activity specified herein.

IV. GENERAL PROVISIONS.

- A. **City contribution.** Licensee acknowledges that City has contributed to the partnership between City and the Meridian Lions Club by providing Property for Licensee's use, rent free, since City obtained the Property, and by annually contributing two thousand seven hundred dollars (\$2,700) in foregone revenue due to Licensee's use of Property. City shall continue to pay the regular irrigation district assessments and property taxes, if any. City shall also promptly authorize excess water delivery if requested by Licensee, though Licensee shall reimburse City for any water use overage costs, if applicable.
- B. **Alterations, improvement to real property.** Licensee shall not make, or permit to be made, alterations to or improvements to Property without first obtaining City's written consent. Such alterations and improvements shall comply in all respects with any and all applicable laws, ordinances, regulations, policies, agreements, and requirements. Any alterations to or improvements on Property shall become at once a part of the real property and shall belong to City.
- C. **Structures.** Licensee shall not erect, or permit to be erected, structures at or on Property without first obtaining City's written consent. Any and all such shall be erected and maintained by Licensee, at Licensee's sole expense. Structures erected by Licensee shall comply in all respects with any and all applicable laws, ordinances, regulations, policies, agreements, and requirements. Licensee shall own and shall be solely responsible for any structures erected or used by Licensee upon the Property.
- D. **Personal property.** Licensee shall provide and maintain, at Licensee's sole expense, all equipment and other personal property necessary for conducting Licensee's activities pursuant to this Agreement. Licensee's personal property shall include bucking chutes and fencing. Such equipment and personal property may be stored at the Property for the term of this Agreement so long as such storage complies with any and all applicable laws, ordinances, regulations, policies, agreements, and requirements. Licensee shall move or remove its equipment and personal property from Property within fourteen (14) days of City's request to do so. Equipment and personal property not removed within the time established herein shall be deemed abandoned by Licensee. Unless and until such abandonment occurs, Licensee shall own and shall be solely responsible for any equipment and personal property stored or used by Licensee upon the Property.
- E. **Liens.** Licensee shall keep the Property free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Licensee. Licensee shall not permit nor suffer any lien, judgment or encumbrance to be entered against or filed upon the Property or any improvements or fixtures thereon. Licensee hereby covenants to satisfy any such lien, judgment or encumbrance at Licensee's sole and separate expense, and in all respects fully to indemnify City against all damages, legal costs and charges, including attorney's fees reasonably incurred, in any suit involving any liens, claims, judgments or encumbrances cause or suffered by Licensee with respect to the premises or any part thereof.

- F. Damage; waste.** Licensee shall not commit, permit nor suffer any damage to or waste upon the Property or any of improvement, appurtenance, equipment, structure, or personal property situated or placed thereon by or on behalf of City or City's agents or invitees.
- G. Possession.** If City, for any reason whatsoever, cannot deliver possession of the Property to Licensee at the commencement of the term of this Agreement, as hereinbefore specified, this Agreement shall be voidable, and City shall not be liable to Licensee for any loss or damage resulting therefrom.
- H. Surrender of possession.** Licensee agrees that upon termination or expiration of this Agreement for any reason, Licensee shall surrender the premises to City in the same good condition as received, reasonable wear and tear, act of God, act of nature, or damage by weather excepted. Licensee agrees to surrender possession and occupancy of the premises peaceably at the termination of this Agreement and any renewal or extension thereof.
- I. Right of entry.** City and City's contractors, employees, agents, and invitees, shall be authorized to, at all times, to enter Property for the purposes of inspection for compliance with the terms of this Agreement and for the exercise of City's rights hereunder, the posting of notices, and for all other lawful purposes.
- J. Relationship of Parties.** Except for the limited agency specifically described in section II(B)(2)(b) herein, Licensee and its members, agents, invitees, volunteers, contractors, officials, officers, guests, and employees are neither independent contractors nor employees, agents, joint venturers, or partners of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Licensee and City or any official, agent, or employee of City; or between any of Licensee's members, agents, invitees, volunteers, contractors, officials, officers, guests, employees, and the City or any official, agent, or employee of City.
- K. Taxes.** Licensee shall be solely responsible for the payment of taxes owed for any income realized as the result of activities undertaken pursuant or related to this Agreement.
- L. Termination.** If, through any cause, Licensee fails to comply with the terms of this Agreement, violates any of the covenants, agreements, and/or stipulations of this Agreement, of the CUP, or of any other applicable law, ordinance, regulation, policy, agreement, or MPR requirement, and/or engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, City may terminate this Agreement by providing written notice to Licensee of such termination. Notice of for-cause termination shall be effective immediately upon mailing by City. If the City Council determines that termination of this Agreement is in the best interest of City, City shall have the right to terminate this Agreement by providing ninety (90) days written notice to Licensee. Licensee may immediately terminate this Agreement at any time by providing written notice to City and removing all equipment and personal property from the Property. Notwithstanding this or any other provision of this Agreement, Licensee shall not be relieved of liability to City for any damages sustained by City by virtue of any breach of this Agreement by Licensee.
- M. No waiver.** City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent

breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Licensee.

- N. Transfer of property.** If City should sell or otherwise transfer title to Property, this Agreement shall be voidable upon transfer of title, at the buyer's or transferee's option. As may be practicable under the circumstances, City shall provide written notice to Licensee of City's intent to transfer title.
- O. No obligation.** By the granting of this license, City does not in any way bar, obligate, limit, or convey any warranty with regard to any action relating to development or operation of said premises, including, but not limited to, annexation, rezone, variance, permitting, environmental clearance, park development, or any other action allowed or required by law or conveyed by City Council.
- P. Notices.** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed by United States Mail, certified, return receipt requested, addressed as follows:
- | | |
|-----------|--|
| City: | City of Meridian Parks & Recreation Department
Attn: Steve Siddoway
33 E. Broadway Avenue
Meridian, Idaho 83642 |
| Licensee: | Meridian Lions Club
P.O. Box 266
Meridian, Idaho 83680 |
- Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.
- Q. Compliance; no discrimination.** In undertaking activities under or related to this Agreement, Licensee shall comply in all respects with all applicable laws, ordinances, regulations, policies, agreements, and requirements, including, but not limited to, the CUP, and further shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.
- R. Successors and assigns.** It is expressly agreed and understood by the parties hereto, that Licensee shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City. 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.
- S. 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.
- T. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

U. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney and/or has received the opportunity to seek such advice.

V. **Applicable law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

W. **City Council approval required.** This Agreement shall not be effective for any purpose whatsoever until it is approved by City Council and executed by the Mayor.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

LICENSEE:

John Hand J
John Hand
President, Lions Club of Meridian, Inc.

CITY OF MERIDIAN:

Tammy de Weerd
Tammy de Weerd, Mayor



Jaycee Holman
Jaycee Holman, City Clerk

EXHIBIT A

Property



EXHIBIT A



EXHIBIT B

Ada County Conditional Use Permit no. 201000531-CU



TO: ADA COUNTY PLANNING & ZONING COMMISSION

HEARING DATE: August 12, 2010
STAFF: Diana Sanders, Associate Planner
PROJECT NO.: 201000531-CU
APPLICANT: Doug Beehler
Meridian Lions Rodeo
P.O. Box 266
Meridian, ID 83680

INTRODUCTION

201000531-CU Meridian Lions Rodeo: A request for a conditional use application to allow for a commercial riding arena for practices, High School Rodeo, Team Roping, Barrel Racing and other equestrian events. The property contains 29.586 acres and is located at 6054 W. Cherry Lane, Meridian, ID; Section 04, T. 3N, R. 1W.

EXECUTIVE SUMMARY

The applicant is requesting a conditional use for a commercial riding arena for practices, High School Rodeo, Team Roping, Barrel Racing and other equestrian events. The applicant is providing four hundred eighty-one (481) standard parking spaces, ten (10) ADA parking spaces, five (5) ADA van accessible parking spaces, and forty (40) contestant parking space allowing for horse trailer parking with turnaround areas. The applicant has placed temporary signs to direct traffic in and out of the facility on Cherry Lane. No parking signs will be placed along Cherry Lane and McDermott Road during the rodeo, due to the number of spectators. Traffic control attendants will be used as needed to avoid congestion. The parking area will be packed and watered prior to and during events as needed to keep the dust to a minimum.

There are bleachers on the property that seat approximately 1,500 spectators. Typically there are between 900-1,000 spectators for the Lions Club Rodeo, which is held once a year. The concession area consists of a Coca Cola wagon and portable grills, which Central District Health Department inspects and approves for use, associated with the Rodeo.

The property is within the City of Meridian Area of Impact and complies with the Meridian Comprehensive Plan allowing the property to remain rural in character. The property contains thirty-nine acres which exceeds the minimum of five acres for a commercial riding arena.

Ada County Building Division is requiring that a building permit for a one time inspection of the bleachers be required until such time that new structures are added or modified. Nampa & Meridian Irrigation District has no objection to the application provided that no activities affect the Ten Mile Drain or its one hundred foot easement. Ada County Highway District submitted their report attached as Exhibit #6.

RECOMMENDATION

Based upon Staff's review of the application, staff concludes that this application complies with the Ada County Code and recommends approval to the Commission as set out in the proposed Findings of Fact and Conclusions of Law attached hereto.

The Commission should consider the evidence and testimony presented during the public hearing prior to rendering its decision concerning this application. Should the Commission make positive findings of fact and vote to approve Project #201000531-CU, staff recommends that the approval of Project #201000531-CU be subject to the Conditions of Approval listed in Exhibit A attached to the proposed Findings of Fact and Conclusions of Law and Order.

EXHIBIT LIST – PROJECT NO.: 201000531-CU

- 1 Master Application Form (Three pages)
- 2 Applicant's Letter of Intent. (Nine pages)
- 3 Parking / Site Plan Dated June 9, 2010 and June 25, 2010. (Four pages)
- 4 Ada County Building Division memo dated June 23, 2010. (One page)
- 5 Nampa & Meridian Irrigation comment letter dated July 1, 2010. (One page)
- 6 Central District Health Department comment letter received July 9, 2010. (One page)
- 7 Ada County Highway District comment letter received July 26, 2010. (Twelve pages)

MASTER APPLICATION



ADA COUNTY DEVELOPMENT SERVICES

200 W. Front Street, Boise, Idaho 83702 www.adaweb.net phone: (208) 287-7900 fax: (208) 287-7909

TYPE OF ADMINISTRATIVE APPLICATION:

- | | |
|--|---|
| ☐ ACCESSORY USE* | ☐ MASTER SITE PLAN* |
| ☐ DEVELOPMENT AGREEMENT | ☐ ONE TIME DIVISION |
| ☐ FARM DEVELOPMENT RIGHT | ☐ PRIVATE ROAD |
| ☐ FLOODPLAIN PERMIT | ☐ PROPERTY BOUNDARY ADJUSTMENT |
| ☐ HILLSIDE DEVELOPMENT* | ☐ PROPERTY STATUS REPORT |
| ☐ HIDDEN SPRINGS ADMINISTRATIVE | ☐ SIGN PLAN |
| ☐ HIDDEN SPRINGS SPECIAL EVENT | ☐ TEMPORARY USE* |

TYPE OF HEARING LEVEL APPLICATION:

- | | |
|--|--|
| ☐ COMPREHENSIVE PLAN MAP AMENDMENT | ☐ SUBDIVISION, SKETCH PLAT* |
| ☐ COMPREHENSIVE PLAN TEXT AMENDMENT | ☐ VACATION |
| ☒ CONDITIONAL USE | ☐ VARIANCE |
| ☐ NONCONFORMING USE EXPANSION | ☐ ZONING MAP AMENDMENT |
| ☐ SUBDIVISION, PRELIMINARY* | ☐ ZONING TEXT AMENDMENT |
| ☐ PLANNED COMMUNITIES* | |

TYPE OF ADDENDA:

- | | |
|---|---|
| ☐ APPEAL | ☐ FINAL PLAT |
| ☐ ADMINISTRATIVE MODIFICATION | ☐ TIME EXTENSION |
| ☐ DEVELOPMENT AGREEMENT MODIFICATION | |

REQUIRED SUBMITTALS:

- ☐ CHECKLIST for applicable application(s). If multiple applications, do not duplicate submittals.
☐ *SUPPLEMENTAL WORKSHEET REQUIRED

SITE INFORMATION:

Section: 4 Township: 3N Range: 1W Total Acres: 39
Subdivision Name: N/A Lot: N/A Block: N/A
Site Address: Cherry Lane + McDermott Rd City: Meridian
Tax Parcel Number(s): \$1204336450 + \$1204336500
Existing Zoning: RUT Proposed Zoning: _____ Area of City Impact: Meridian Overlay
District(s): _____

OFFICE USE ONLY

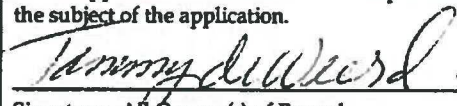
Project #.: <u>201000531-CLL</u>	Planning Fees/GIS:	Engineering Fees:
Received By: <u>DS</u> Date: <u>10/9/10</u> Stamped ☒		

VERSION 2010

- 1 -

EXHIBIT 1
201000531-CU
MERIDIAN LIONS CLUB

APPLICANT/AGENT: (Please print) <u>Meridian Lions Club</u>		ADDITIONAL CONTACT if applicable: (Please Print)	
Name: <u>Doug Beehler</u>		Name: <u>Don Carson</u>	
Address: <u>PO Box 266</u>		Address: <u>1516 Archer Ct</u>	
City: <u>Meridian</u> State: <u>ID</u> Zip: <u>83680</u>		City: <u>Nampa</u> State: <u>ID</u> Zip: <u>83651</u>	
Telephone: <u>208-866-0311</u> Fax: <u>208-884-5665</u>		Telephone: <u>208-463-8893</u> Fax: _____	
Email: <u>dougbeehler@digis.net</u>		Email: <u>donaldcarson@cableone.net</u>	
I certify this information is correct to the best of my knowledge.		ENGINEER/SURVEYOR if applicable: (Please Print)	
 <u>4/17/10</u>		Name: _____	
		Address: _____	
		City: _____ State: _____ Zip: _____	
		Telephone: _____ Fax: _____	
		Email: _____	
Signature: (Applicant)		Date	

OWNER (S) OF RECORD: (Please Print)		OWNER (S) OF RECORD: (Please Print)	
Name: <u>City of Meridian</u>		Name: _____	
Address: <u>33 E. Broadway Ave</u>		Address: _____	
City: <u>Meridian</u> State: <u>IA</u> Zip: <u>53642</u>		City: _____ State: _____ Zip: _____	
Telephone: <u>208-888-4433</u>		Telephone: _____	
Fax: _____		Fax: _____	
Email: _____		Email: _____	
I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.		I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.	
 <u>4-13-10</u>			
Signature: All Owner (s) of Record		Signature: All Owner (s) of Record	
Date		Date	

ALL OWNER(S) OF RECORD (ON THE CURRENT DEED) MUST SIGN (Additional Sheets are Available Online)

If the property owner(s) are a business entity, please include business entity documents, including those that indicate the person(s) who are eligible to sign documents.

ADA COUNTY DEVELOPMENT SERVICES

200 W. Front Street, Boise, ID 83702. www.adaweb.net phone: (208)287-7900 fax: (208)287-7909



CONDITIONAL USE CHECKLIST

A Conditional Use request requires a public hearing.

GENERAL INFORMATION:

Applicant	DESCRIPTION	Staff
	One paper copies and one electronic copy of all required submittals.	
X	Completed and signed Master Application	✓
X	DETAILED LETTER by the applicant fully describing the request or project and addressing the following:	✓
	X Explain the proposed use, and all uses associated with the request.	
	X Any other supporting information.	
	X Address the standards in ACC 8-5-3 for proposed use(s):	
	X Days of use:	
	X Hours of use:	
	X Duration of use(s):	
	MASTER SITE PLAN (if required) N/A	
X	NEIGHBORHOOD MEETING CERTIFICATION	✓
X	PRE-APPLICATION CONFERENCE NOTES (optional)	✓
X	SITE PLAN is not required if associated with a MSP.	✓
	X Show existing and proposed structures.	✓
	Submit one electronic copy, one full sized plan and one 8 1/2"X 11" plan.	✓
X	DEED (or evidence of proprietary interest)	✓
	OVERLAY DISTRICT: May require a separate checklist or additional information for the following:	
	HILLSIDE (ACC 8-3H) N/A	
	FLOOD HAZARD (ACC 8-3F) N/A	
	WILDLAND-URBAN FIRE INTERFACE (ACC 8-3B) N/A	
	SOUTHWEST PLANNING AREA (ACC 8-3C) N/A	
	PLANNED UNIT DEVELOPMENT (ACC 8-3D) N/A	
	BOISE RIVER GREENWAY (ACC 8-3G) N/A	
	BOISE AIR TERMINAL AIRPORT INFLUENCE AREAS (ACC 8-3A) N/A	
X	MUST COMPLY WITH SIGN POSTING REGULATIONS (ACC 8-7A-5)	
	APPLICATION FEE: Call County or go to www.adaweb.net for fees	

Supplementary information at the discretion of the Director or County Engineer may be required to sufficiently detail the proposed development within any special development area, including but not limited to hillside, planned unit development, floodplain, southwest, WUFI, Boise River Greenway, airport influence, and/or hazardous or unique areas of development.

Application will not be accepted unless all applicable items on the form are submitted. This application shall not be considered complete until staff has received all required information.



Meridian Lions Club

PO Box 266

Meridian, ID 83680

June 2, 2010

Ada County Development Services
200 W. Front Street
Boise, ID 83702

Re: CUP for Ada County Parcels S1204336450 & S1204336500

Attn: Planning Department

This letter is being submitted as part of the application for the conditional use permit for the property parcels indicated above.

This request is by the Meridian Lions Club for the use of the property for the annual Meridian Lions Rodeo and all such events that will coincide with the facility as a rodeo grounds and equestrian riding arena. At this time the only events scheduled are the Meridian Lions Rodeo and a Barrel Race. We anticipate increasing the number of events when the permit is in place.

The Meridian Lions Club will be holding their twenty-first (21st) annual rodeo on the weekend of September 24, 25th, and 26th, 2010. The Rodeo was initially held at the Meridian Speedway and after four years it was moved to the corner of Eagle Road and Fairview Avenue. In 2004 it was moved to the property indicated above, which is owned by the City of Meridian. We are in the process of entering into an agreement with the City and will use the conditional use permit rather than continuing on with the temporary use permit process. The County has issued temporary permits annually since we have moved to the property. We have developed a good relationship with the surrounding property owners and they are supportive of our events. A neighborhood meeting was held on April 17, 2010 with the certification form attached to the application.

Proposed use and all uses associated with the request include but are not limited to:

- a. Annual Meridian Lions Rodeo as a fund raising event by the Meridian Lions Club.
- b. Riding Groups who have inquired about using the arena for practice.
- c. High School rodeo clubs have expressed an interest in using the facility.
- d. Organizations such as Team Ropers, Barrel Racers, and Reiners.

The Meridian Lions Club owns the equipment that is on the property and includes the riding arenas, bucking chutes, fencing, bleachers, and announcer stand. We have continued to improve the site as funds are available.

EXHIBIT 2
201000531-CU
MERIDIAN LIONS CLUB

ADA COUNTY
JUN 09 2010
DEVELOPMENT SERVICES



Meridian Lions Club

PO Box 266

Meridian, ID 83680

Address any use in ACC 8-5-3. (ACC 8-5-3-107: Stable or Riding Arena, Commercial).

A. Criteria applied to this establishment:

1. The riding arena is open to the general public or a club.
2. The riding arena can be rented by an individual or group.
3. Spectator seating for more than fifty (50) people is provided at the arena.
4. Retail sales accessory to the riding arena are conducted onsite.

B. Sufficient parking and turnaround areas for horse trailers are provided. These areas are designed to preclude vehicles from backing out into a roadway.

C. The minimum property size has been complied with.

D. All food services have been approved by Central District Health in previous years and we intend to continue the process as we have in the past.

Days of Use:

It is anticipated that the primary use of the facility will be weekend days. There will be times when we may use the facility during the week. The weekdays will probably be used by the riding groups for practice sessions. Typically the events will be held from April to October.

Hours of Use:

At this time there are no utilities on the property so the majority of use would be limited to daylight hours. We may on occasion need to use portable temporary lighting for safety reasons if vehicles are leaving the premises after sundown.

The Length of Time:

The length of time for any event discussed so far is not anticipated to be more than three (3) days at any one time. If a request is for another aspect of time, we will consider it as it pertains to the permit or adjust accordingly.

ADA COUNTY
JUN 09 2010
DEVELOPMENT SERVICES



Meridian Lions Club

PO Box 266

Meridian, ID 83680

Master Site Plan:

Previous meetings with the County have indicated that we are exempt from a Master Site Plan per ACC 8-4E-2E. Pre-application conference notes are attached to this application.

Neighborhood Meeting Certification:

Neighborhood meeting was held on April 17, 2010. The certification is attached to this application. Jerry Frasier was the only neighbor in attendance.

Pre-Application Conference Notes:

Pre-application conference notes are from 4/1/2010 and are attached.

Site Plan:

A drawing of the existing facility is attached to this application. A drawing of the parking areas is attached.

Legal Description:

Parcel Information attached to this letter.

Deed:

Copies of Deeds are attached to this letter.

Overlay District:

All areas under this section are not applicable.

Application Fee:

A request for a fee waiver has been submitted.

ADA COUNTY
JUN 09 2010
DEVELOPMENT SERVICES



Meridian Lions Club

PO Box 266

Meridian, ID 83680

This is the second time we have requested a conditional use for this facility. The original request was dated April 17, 2007 and was referenced by file # 200700081-CU. Due to some issues we were unable to resolve in a timely fashion we withdrew the application and proceeded with a temporary use application. We have been in discussions with the City of Meridian and believe we can proceed with the process at this time. Some of the items you wanted us to address in the previous application are listed below. We are limited on improvements due to the lack of sewer and water to the property. As these amenities become available to the area we will update the facility as best we can to comply with your requirements.

Items to address:

Drainage Plan:

Drainage has not been a problem in previous years. The Concession area has been graveled and all other areas are kept groomed and open to return any precipitation directly to the soil. The drive areas and parking areas are kept groomed and drains very well.

Traffic Control:

We have signs that we use to direct traffic into and out of the facility from Cherry Lane. We are currently using a temporary entrance with property owner approval and adequate signage from McDermott Road to allow for truck and trailer entry to avoid congestion. The approval letter from property owners Mike and Donna Anderson is attached to this application. We will put up no parking signs to keep vehicles off Cherry Lane & McDermott Road. As we develop the facility we anticipate adding another entrance from Cherry Lane. Traffic control attendants will also be used as needed to avoid congestion.

Manure Removal:

Because of the number of events at this time, the accumulation of manure has not been a problem.

ADA COUNTY
JUN 09 2010
DEVELOPMENT SERVICES



Meridian Lions Club

PO Box 266

Meridian, ID 83680

Parking:

A drawing of proposed spectator parking with 400 spaces with handicap access is attached. Contestant and horse trailer parking and loading is also shown. In previous years we have been packing and watering all drive and parking areas prior to and during the event as needed to keep dust to a minimum. We have been very successful in this endeavor and drainage and dust abatement have been complied with. We have adequate handicap parking. We take great care in marking the parking areas with stakes and tape. We also have attendants available to keep vehicles parking in an orderly manner.

Landscaping:

Since utility services are not available and a Master Site plan is not required we are asking for the landscape plan requirements to be waived at this time. Weed control measures are taken during the course of the season to keep weeds from being a problem. The City has been working on weed control and all grass is kept mowed to keep from being a problem.

Lighting:

Since utility services are not available on the property we do not anticipate having any events after dark. For safety reasons we may have to use temporary portable light plants for people leaving the facility after dark. The light plants are similar to what you would rent from a rental facility that includes a generator and light plant. They are non-obtrusive to any neighbors to the property.

Noise: ACC 8-4A-15

At this time we do not plan on having events between the hours of ten o'clock (10:00) PM and seven o'clock (7:00) AM. Our sound system is a 150 watt amp with 6 speakers and is just for the purpose of the announcer to speak to the spectators and for background music. The location of the bleachers and announcer stand is such that sound does not offend any of the neighbors to the property.

Signage:

Any signage used will be approved by the City and adhere to County code.

ADA COUNTY
JUN 09 2010
DEVELOPMENT SERVICES



Meridian Lions Club

PO Box 266

Meridian, ID 83680

Discussions with Meridian Fire Department:

Previous discussions with the Meridian Fire Department have indicated that there will be a working relationship between the department and the Meridian Lions Club. Previous letter is attached to this application and new discussions will take place.

Discussions with Idaho Department of Environmental Quality:

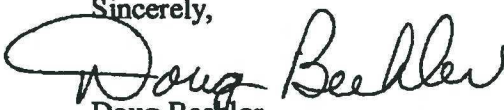
Previous discussions with Idaho DEQ indicated the main concern with them is air pollution due to dust stirred up by ground preparation and the animals in the arena. The use of water trucks at the events has kept dust to a minimum in the past and will be continued as needed. The trucks are used for all parking areas and the arena. As parking lots are developed the dust will also be further reduced.

Discussions with Ada County Highway District:

Previous discussions with ACHD have been positive for this project and further discussions will be held. The main issues to address will be entrances to the property.

Due to the fact that we are a non-profit group that raises funds to give back to the community we do not have large amounts of capital to fund major improvements on the facility and must depend on donations from outside sources to accomplish what we can. We would appreciate your help in working with us to accomplish this application process. The Meridian Lions Club is a local service club that is part of Lions International and we raise funds through community projects. The annual rodeo has become one of the largest local rodeos in the Northwest and continues to grow. The money raised is primarily for local needs of the community and its citizens. Our emphasis is on sight and hearing loss prevention, diabetes awareness, and youth development. Thank you in advance for your consideration of this application. I can be reached by phone at 208-866-0311 or by email at dougbeehler@digis.net.

Sincerely,


Doug Beehler
President, Meridian Lions Rodeo

ADA COUNTY
JUN 09 2010
DEVELOPMENT SERVICES

Diana Sanders

From: dougbeehler@digis.net
Sent: Wednesday, June 30, 2010 1:11 PM
To: Diana Sanders
Cc: Don Carson
Subject: CUP for Meridian Lions Rodeo

Diana,
I am out of town till the 4th of July but wanted to get you some info about the concessions and bleachers. The bleachers will hold about 1500 people. Typically we have about 900-1,000 people using the bleachers. These are the same bleachers that the County has inspected and approved for use the last few years. We have repaired them as needed. The concession area consists of Coca Cola wagons and portable grills. The Central District Health Dept has inspected and approved for use these same items in past years.
If you need any further info please let me know.
Thanks,
Doug

Doug Beehler, CMFC
830 N. Main St., Ste 210
Meridian, ID 83642
Office 208-888-9590
Cell 208-866-0311
Home 208-939-5747
Fax 208-884-5665

7/1/2010

ADA COUNTY
JUN 30 2010
DEVELOPMENT SERVICES



MAYOR
Tammy de Weerd

CITY COUNCIL MEMBERS

Keith Bird
Joseph W. Borton
Charles M. Rountree
David Zaremba

CITY DEPARTMENTS

City Attorney/HR
Mailing Address:
33 E. Idaho Avenue
Street Address:
703 N. Main Street
898-5506 (City Attorney)
898-5503 (HR)
Fax 884-8723

Fire
540 E. Franklin Road
888-1234 / fax 895-0390

Parks & Recreation
11 W. Bower Street
888-3579 / fax 888-6854

Planning
660 E. Watertower Street
Suite 202
884-5533 / fax 888-6854

Police
1401 E. Watertower Street
888-6678 / fax 846-7366

Public Works
660 E. Watertower Street
Suite 200
898-5500 / fax 895-9551

- Building
660 E. Watertower Street
Suite 150
887-2211 / fax 887-1297

- Wastewater
3401 N. Ten Mile Road
888-2191 / fax 884-0744

- Water
2235 N. W. 8th Street
888-5242 / fax 884-1159

March 30, 2007

Mr. Bruce Wall
Ada County Development Services
200 W. Front Street
Boise, ID 83702-7300

Re: Meridian Lion's Club Rodeo Property

Dear Mr. Wall:

The property at 6054 W. Cherry Lane is within the Meridian Rural Fire Protection District. After reviewing the plan received on March 22, 2007, Meridian Fire Department can work with the Lion's Club on access roads, 20' wide fire lanes and turn-arounds.

Respectfully,

Kenny W. Bowers
Inspector Kenny Bowers
Meridian Fire Department

ADA COUNTY

JUN 09 2010

DEVELOPMENT SERVICES

ADA COUNTY

APR 17 2007

DEVELOPMENT SERVICES

CITY HALL 33 EAST IDAHO AVENUE MERIDIAN, IDAHO 83642 (208) 888-4433

CITY CLERK - FAX 888-4218 FINANCE & UTILITY BILLING - FAX 887-4813 MAYOR'S OFFICE - FAX 884-8119

<> 06/03/10 2:47PM



Print



Cancel

From: Diana Sanders <dsanders@adaweb.net>
To: "dougbeehler@digis.net" <dougbeehler@digis.net>
Received-On: 05/13/10 10:04 AM
Subject: FW: Meridian Lyon's Club
[More...](#)

Doug,
Here is the email from the County Engineer.

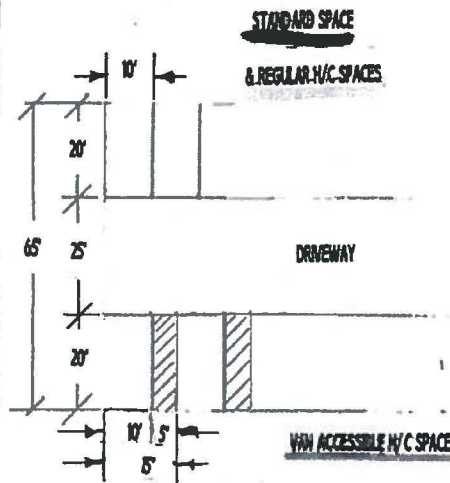
Diana Sanders
Associate Planner
Ada County Development Services
208-287-7905

From: Jim Farrens
Sent: Thursday, May 13, 2010 9:51 AM
To: Diana Sanders
Cc: Mark Perfect
Subject: Meridian Lyon's Club

Diana, we met earlier this week with the Meridian Lyon's Club to discuss their plans for use of a parcel for a yearly rodeo event. Since the parcel will see most of the yearly usage during a 2-day period, I see no benefit in requiring the applicants provide a paved parking lot at this time. They have agreed to roll and water the field prior to the yearly event. This should prove satisfactory. We may wish to condition the approval as being able to reevaluate the situation should problems be noted in the future or if the public complains.

Jim Farrens
Ada County Engineer

ADA COUNTY
JUN 09 2010
DEVELOPMENT SERVICE



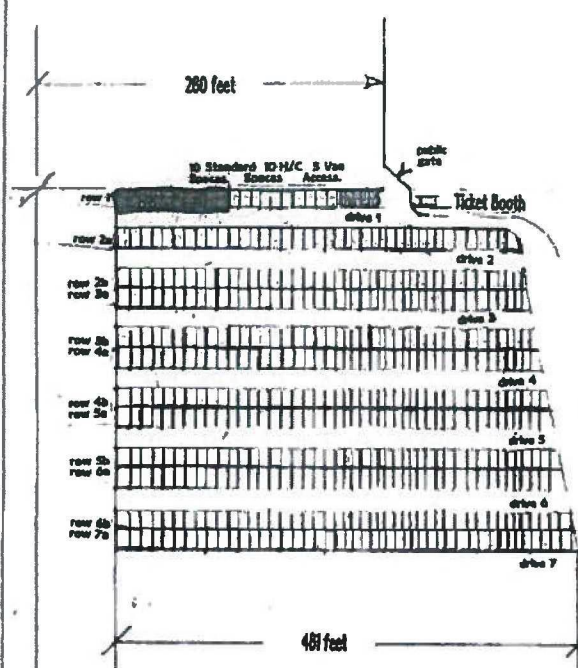
Meridian Lions Club
P. O. Box 266
Meridian, Idaho 83680-0266

PROJECT NO. 200700081-CU
APPLICATION FOR CONDITIONAL USE PERMIT

Ada County Development Services
200 W. Front Street
Boise, Idaho 83702

PARKING DIMENSIONS

Scale 1 in. equals 25 ft



PARKING LAYOUT

SCALE 1 in. equals 120 ft

Meridian Lions Rodeo Parking Summary:

Row 1	5 Van Access, H/C 10 Designated H/C Slots 10 Standard Slots
Row 2a	39 Std.
Row 2b	41 Std.
Row 3a	41 Std.
Row 3b	42 Std.
Row 4a	42 Std.
Row 4 b	43 Std.
Row 5 a	43 Std.
Row 5b	44 Std.
Row 6a	44 Std.
Row 6b	46 Std.
Row 7a	46 Std.

Total: 5 Van Access, H/C
10 Designated H/C
481 Standard Parking Slots.

In order to provide more detail on the parking layout, the counts have varied slightly but the total is greater than previously provided. See the color designation to show the H/C parking slots.

Irrigation Ditch

Cherry Lane

528 feet

ADA COUNTY

JUN - 9 2010

by S. 0007

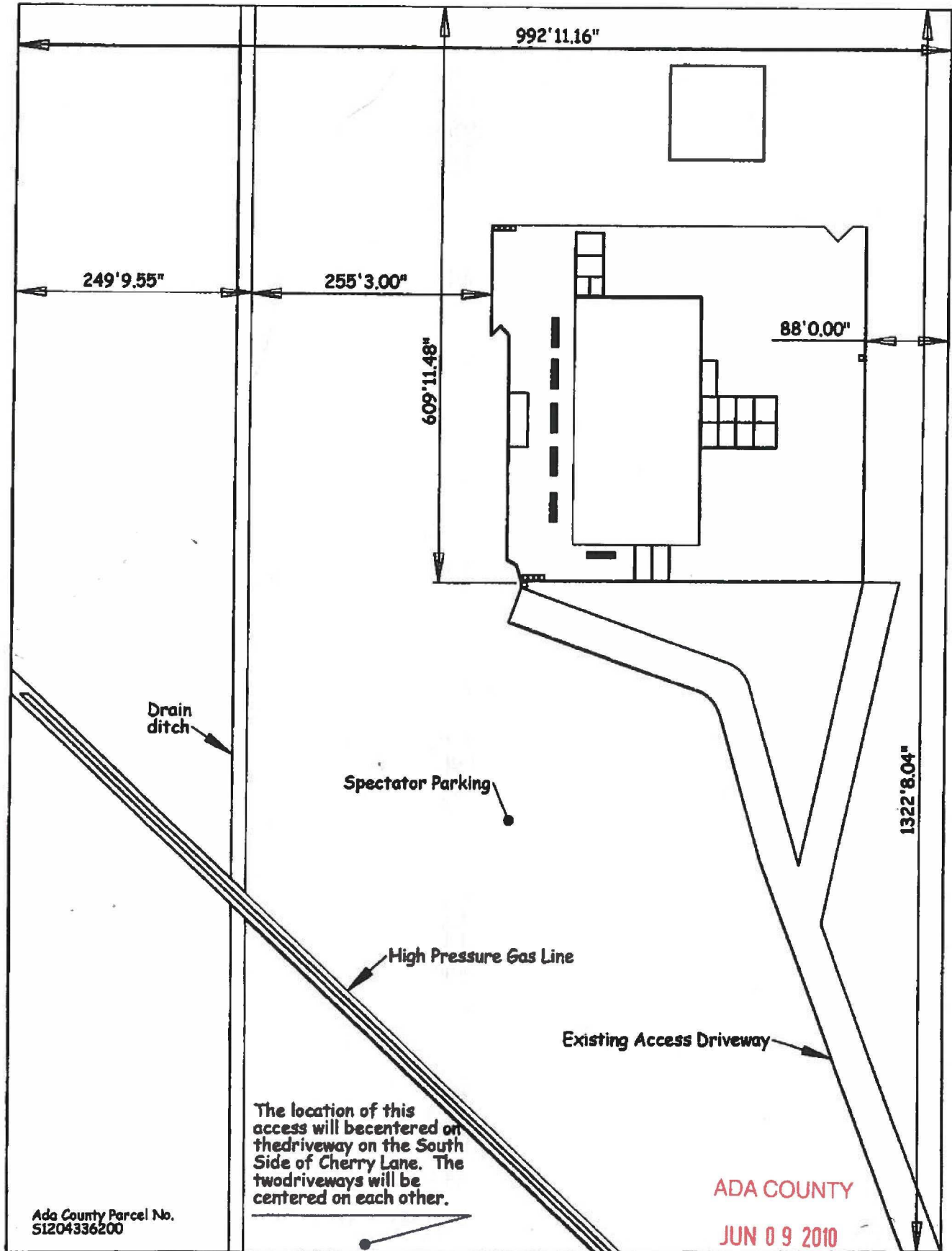
DEVELOPMENT SERVICES

DEVELOPMENT SERVICES

JUN 9 9 2010

ADA COUNTY

McDermott Road



The location of this access will be centered on the driveway on the South Side of Cherry Lane. The two driveways will be centered on each other.

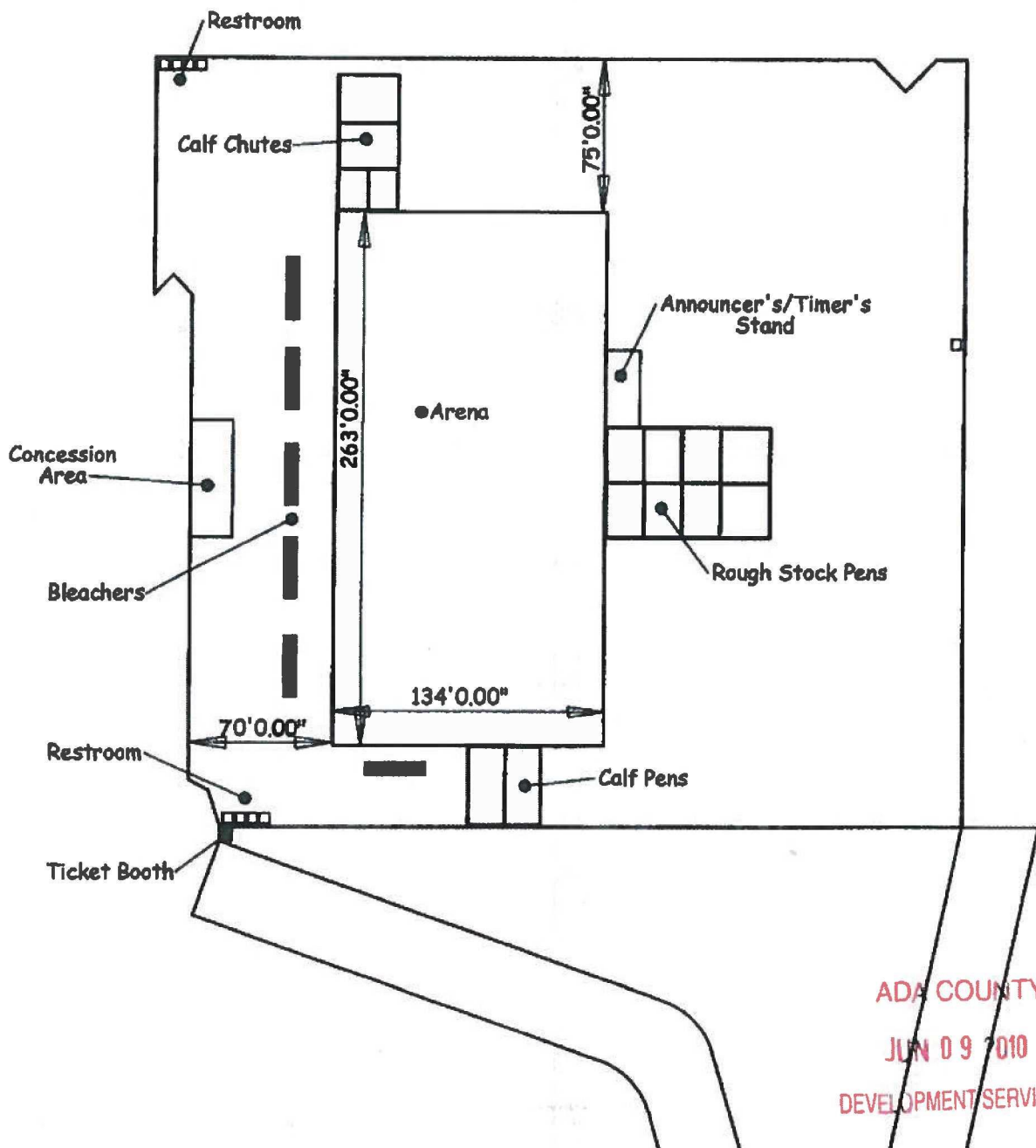
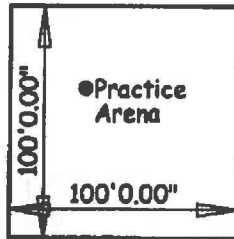
ADA COUNTY

JUN 09 2010

DEVELOPMENT SERVICES

Cherry Lane

● — Contestant Prep Area



ADA COUNTY
JUN 09 2010
DEVELOPMENT SERVICES

TIME RECEIVED
June 25, 2010 10:09:32 AM MDT

REMOTE CSID
208 463 8893

DURA 58 PAGES 1

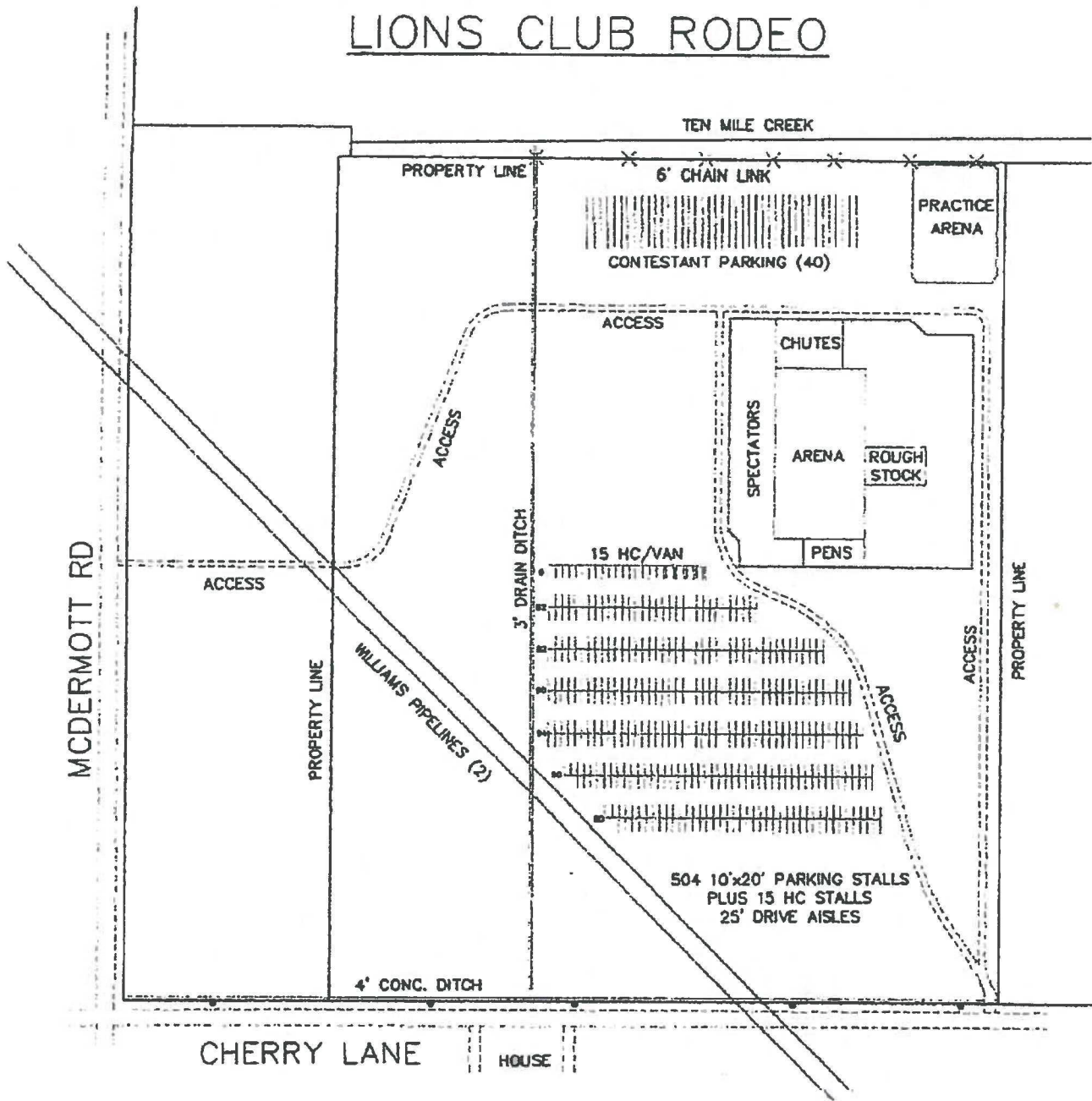
STATUS
Received

Jun 25 10 10:09a Don Carson

(208) 463.8893

p 1

LIONS CLUB RODEO



SCALE 1"=200'

ADA COUNTY
JUN 25 2010
DEVELOPMENT SERVICES

EXHIBIT 3
201000531-CU
MERIDIAN LIONS CLUB

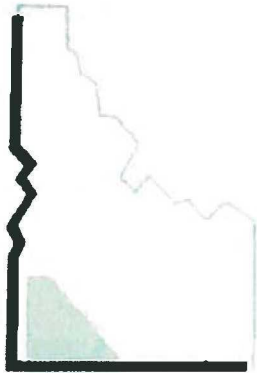
Post-It® Fax Note 7671		Date 6-25-10	# of pages 1
To DIANA SANDERS		From DON CARSON	
Co./Dept. ADA County, DEV. SEC.		Co. MERIDIAN LIONS	
Phone # 207-7900		Phone # 463-8893	
Fax # 207-7909		Fax # -	

BUILDING DIVISION
MEMO

DATE: 6/23/2010
FROM: Bob McKinney, Plans Examiner II
TO: Diana Sanders, Associate Planner
SUBJECT: 201000531 CU Meridian Lions Club Rodeo

The building Division as in years past will require a building permit for a one time inspection to insure conformance with the established Fire and Life Safety criteria established in the 2005 submittals by Architect Byron Lee Smith and Engineer Darren Truchots' building permit submittals. The 2010 inspection will be performed to the same standards as the previous years as established in 2005.

This practice will continue until something changes such as new structures are added or modified. At that point this practice will be discontinued.



RECEIVED

JUL 02 2010

ADA COUNTY
DEVELOPMENT SERVICES

ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH

NAMPA, IDAHO 83651-4395

FAX # 208-463-0092

1 July 2010

Ada County Development Services
200 W Front St.
Boise, ID 83702-7300

Phones: Area Code 208

OFFICE: Nampa 466-7861
SHOP: Nampa 466-0663

RE: 201000⁵31-CU/Meridian Lions Club Rodeo

Dear Development Services:

Providing no activities effect Nampa & Meridian Irrigation District's Ten Mile Drain or it's one hundred foot (100'); fifty feet (50') from centerline easement this will be acceptable to the District.

Sincerely,

Greg Curtis
Asst. Water Superintendent
Nampa & Meridian Irrigation District
GC/dbg

C: File - Office/Shop

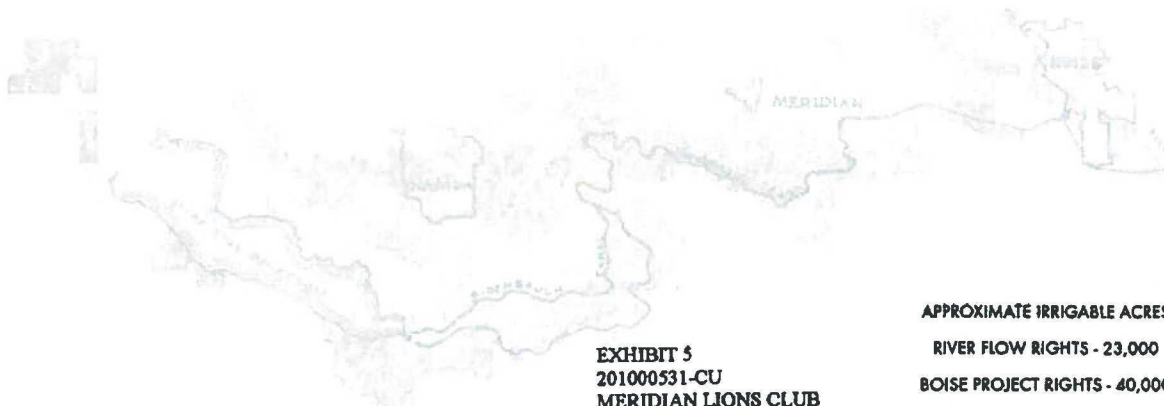


EXHIBIT 5
201000531-CU
MERIDIAN LIONS CLUB

APPROXIMATE IRRIGABLE ACRES

RIVER FLOW RIGHTS - 23,000

BOISE PROJECT RIGHTS - 40,000



CENTRAL
DISTRICT
HEALTH
DEPARTMENT

CENTRAL DISTRICT HEALTH DEPARTMENT

Environmental Health Division

Return to:

- ☐ Boise
☐ Eagle
☐ Garden City
☐ Meridian
☐ Kuna
☒ ACZ
☐ Star

JUL 09 2010

Rezone #

ADA COUNTY

Conditional Use #

DEVELOPMENT SERVICES

201000531 - CU

Meridian Lions Club

Preliminary / Final / Short Plat

W. Cherry Ln Meridian
Site #

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- | | |
|--|---|
| ☐ high seasonal ground water | ☐ waste flow characteristics |
| ☐ bedrock from original grade | ☐ other _____ |
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and/or surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☐ 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
- | | | |
|--|--|---|
| ☐ central sewage | ☐ community sewage system | ☐ community water well |
| ☐ interim sewage | ☐ central water | |
| ☐ individual sewage | ☐ individual water | |
- ☐ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
- | | | |
|---|--|--|
| ☐ central sewage | ☐ community sewage system | ☐ community water |
| ☐ sewage dry lines | ☐ central water | |
- ☐ 10. Run-off is not to create a mosquito breeding problem.
- ☐ 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- ☐ 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- ☒ 13. We will require plans be submitted for a plan review for any:
- | | | |
|--|---|--|
| ☒ food establishment | ☐ swimming pools or spas | ☐ child care center |
| ☐ beverage establishment | ☐ grocery store | |
- ☐ 14. Please see attached stormwater management recommendations
- ☒ 15. Recommend providing adequate toilet Reviewed By: [Signature]
restrooms. Date: 7/8/10

EXHIBIT 6

201000531-CU

MERIDIAN LIONS CLUB

Review Sheet



Sherry R. Huber, President
Rebecca W. Arnold, Vice President
John S. Franden, Commissioner
Carol A. McKee, Commissioner
Sarah M. Baker, Commissioner

July 21, 2010

To: Meridian Lions Club
Doug Beehler
P.O. Box 266
Meridian, Idaho 83680



Subject: **201000531-CU**
W. Cherry Lane.

On July 21, 2010 the Ada County Highway District Staff acted on your application for the above referenced project. The attached report lists site-specific requirements, conditions of approval and street improvements, which are required.

If you have any questions, please feel free to contact me at (208) 387-6171.

Sincerely,

Kristy Heller
Planner I
Right-of-Way & Development Services
Ada County Highway District

CC: Project file
Ada County Development Services,
City of Meridian,
Don Carson



Committed to Service

Project/File: 201000531-CU

This is a conditional use application for the Meridian Lions Rodeo (commercial riding arena, equestrian events) on 29.586-acres. This site is located on the north side of Cherry Lane, east of the corner of Cherry Lane and McDermott Road in Ada County, Idaho.

Lead Agency: Ada County

Site Location: W. Cherry Lane

Staff Approval: July 21, 2010

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

Applicant: Meridian Lions Club
Doug Beehler
P.O. Box 266
Meridian, Idaho 83680

Staff Contact: Kristy Heller
Phone: 387-6171
E-mail: kheller@achdidaho.org



Tech Review: July 14, 2010 (via email)

Application Information:

Acreage: 29.586
Zoning: RUT (Rural-Urban Transition Zone)
Proposed Use: Meridian Lions Rodeo

A. Findings of Fact

Existing Conditions

1. **Site Information:** The site has some structures onsite from prior temporary use approvals.
2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Rural-Urban Transition Zone	RUT
South	Rural-Urban Transition Zone	RUT
East	Rural-Urban Transition Zone	RUT
West	Rural-Urban Transition Zone	RUT

3. **Existing Roadway Improvements and Right-of-Way Adjacent To and Near the Site:**

- Adjacent to the site, Cherry Lane is improved with 2 travel lanes, 25-feet of pavement, and no curb, gutter, or sidewalk. There is 50-feet of right-of-way (25-feet from centerline).

- Near the site, McDermott Road is improved with 2 travel lanes, 28-feet of pavement, and no curb, gutter or sidewalk.

4. **Existing Access:** There is one defined access to this site off Cherry Lane.

5. **Existing Condition of Area Roadways:**

Roadway	Frontage	Functional Classification	Traffic Count	Level of Service*	Speed Limit
Cherry Lane	995'	Principal Arterial	7843 east of McDermott Road on 5/6/2010	Better than "C"	45 MPH
McDermott Road	0'	Principal Arterial	592 north of Cherry Lane on 3/18/2010 480 south of Cherry Lane on 4/18/2001	Better than "C"	50 MPH

*Acceptable level of service for a two-lane principal arterial roadway is "E" (14,000 ADT).

6. **Site History:** ACHD staff previously reviewed this site for the Meridian Lions Rodeo, as a temporary use (200600214-TP, 200700167-TP & 200800151-TP) in September 2006, September 2007, and August 2008. There were no requirements at the time of the applications due to the application being a temporary use.

Development Impacts

7. **Trip Generation:** This development is estimated to generate approximately 47 additional vehicle trips per day, based on the Institute of Transportation Engineers Trip Generation Manual, 8th edition. During events, actual trip generation will be significantly higher.

8. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.

9. **Capital Improvements Plan (CIP) / Five Year Work Plan (FYWP):**

There are no roads, intersections, or bridges in the general vicinity of the development that are programmed for improvement in the current Five Year Work Plan.

- Cherry Lane is listed in the Capital Improvement Plan (CIP) for corridor preservation to accommodate widening to 5-lanes in between McDermott Road and Black Cat Road.

B. Findings for Consideration

1. Cherry Lane

Right-of-Way Policy: District policy requires 96-feet of right-of-way on arterial roadways (Figure 72-F1B). This right-of-way allows for the construction of a 5-lane roadway with curb, gutter, 5-foot concrete detached sidewalks and bike lanes.

Sidewalk Policy: District policy requires 7-foot wide attached (or 5-foot detached) concrete sidewalk on all collector roadways and arterial roadways (7204.7.2).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of Cherry Lane is designated in the MSM as a Planned Commercial Arterial with 5-lanes and on-street bike lanes, on-street parking and an 82-foot street section within 96-feet of right-of-way.

Existing Conditions: Cherry Lane is improved to 2-lanes (25-feet of pavement), with no curb, gutter, or sidewalk within 50-feet of right-of-way.

Applicant's Proposal: The applicant is not proposing any improvements on Cherry Lane abutting the site.

Staff Comment/Recommendations: Typically with this type of development application, the applicant would be required to dedicate 48-feet of right-of-way from the centerline of Cherry Lane, as well as construct a 5-foot wide detached concrete sidewalk located a minimum of 42-feet from the centerline of Cherry Lane abutting the site.

However, due to the lack of improvements adjacent to the site, and the large amount of frontage on Cherry Lane (995-feet), staff recommends a modification of policy to allow the applicant to do one of the following:

1. Dedicate 48-feet of right-of-way from the centerline of Cherry Lane abutting the site and construct a 5-foot wide detached concrete sidewalk located a minimum of 42-feet from the centerline of the roadway abutting the site, or;
2. Dedicate 48-feet of right-of-way from the centerline of Cherry Lane abutting the site with no compensation in lieu of sidewalk construction.

This site has also been designated as a future City of Meridian park. With a future development application, additional frontage improvements may be required.

2. Driveways

Access Management Policy: District policy 7207.8 states that direct access to arterials and collectors is normally restricted. The developer shall try to use combined access points. If the developer can show that the use of a combined access point to a collector or arterial street is impractical, the District may consider direct access points. Access points for proposed developments at intersections should be located as far from the intersection as practical, and in no case closer than as illustrated on Figure 72-F4, unless a waiver for the access point has been approved by the District Commission.

Successive Driveway Policy (45 MPH): District policy 72-F5, requires driveways located on collector or arterial roadways with a speed limit of 45 to align or offset a minimum of 230-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7207.9.3 restricts commercial and institutional driveways with daily traffic volumes over 1,000 vehicles to a maximum width of 36-feet. Most commercial driveways will be constructed as curb-cut type facilities if located on local streets. Curb return type driveways with 15-foot radii will be required for driveways accessing collector and arterial roadways.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.9.1, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers with 15-foot radii abutting the existing roadway edge.

Applicant Proposal: The applicant is proposing to utilize the 20-foot wide existing driveway onto Cherry Lane located 1,277-feet east of the intersection of McDermott Road and Cherry Lane (615-feet from the nearest existing driveway on the south side of the roadway).

Staff Comment/Recommendation: Staff recommends a modification of policy to allow the construction of one driveway onto Cherry Lane, as it meets the intent of ACHD's Access Management policy, by providing sole access to the site; therefore, the applicant's proposal to utilize the existing driveway onto Cherry Lane should be approved, as proposed.

The applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

This site has also been designated as a future City of Meridian park. With a future development application, access to Cherry Lane will be restricted. Although District staff is making a recommendation to allow the continued use of the existing driveway located 1,277-feet east of the intersection of McDermott Road and Cherry Lane with this application, the applicant should plan on

providing a combined access point for use by both the Meridian Lions Rodeo and the future park once the remainder of the parcel redevelops.

3. Landscaping

Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

License Agreements: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

4. Other Access

Cherry Lane is classified as a principal arterial roadway. Other than the access specifically approved with this application, direct lot access is prohibited to this roadway.

C. Site Specific Conditions of Approval

1. The applicant will be required to do one of the following for Cherry Lane abutting the site.
 1. Dedicate 48-feet of right-of-way from the centerline of Cherry Lane abutting the site and construct a 5-foot wide detached concrete sidewalk located a minimum of 42-feet from the centerline of the roadway, or;
 2. Dedicate 48-feet of right-of-way from the centerline of Cherry Lane abutting the site with no compensation, in lieu of sidewalk construction.
2. Pave the existing 20-foot wide driveway located at the east property line its full width and at least 30-feet into the site beyond the edge of pavement of Cherry Lane.
3. Enter into a license agreement for any landscaping located within ACHD right-of-way abutting the site.
4. Other than the access specifically approved with this application, direct lot access is prohibited to Cherry Lane.
5. Comply with all Standard Conditions of Approval.

D. Standard Conditions of Approval

1. Any existing irrigation facilities shall be relocated outside of the right-of-way.
2. Private sewer or water systems are prohibited from being located within any ACHD roadway or right-of-way.
3. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. Comply with the District's Tree Planter Width Policy.
6. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.

7. All design and construction shall be in accordance with the Ada County Highway District Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Ordinances unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
8. The applicant shall submit revised plans for staff approval, prior to issuance of building permit (or other required permits), which incorporates any required design changes.
9. Construction, use and property development shall be in conformance with all applicable requirements of the Ada County Highway District prior to District approval for occupancy.
10. Payment of applicable road impact fees are required prior to building construction. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.
11. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
12. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of the Ada County Highway District. The burden shall be upon the applicant to obtain written confirmation of any change from the Ada County Highway District.
13. Any change by the applicant in the planned use of the property which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant or its successors in interest advises the Highway District of its intent to change the planned use of the subject property unless a waiver/variance of said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.

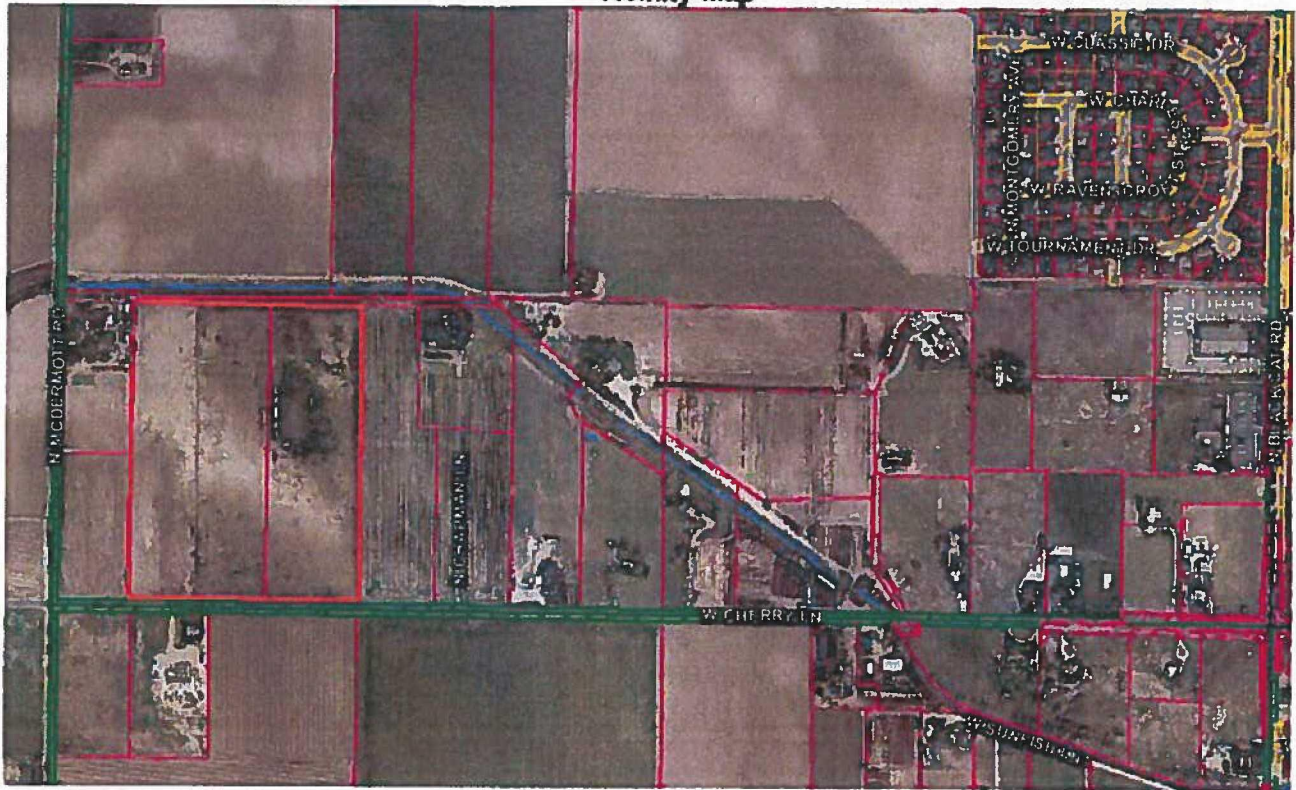
E. Conclusions of Law

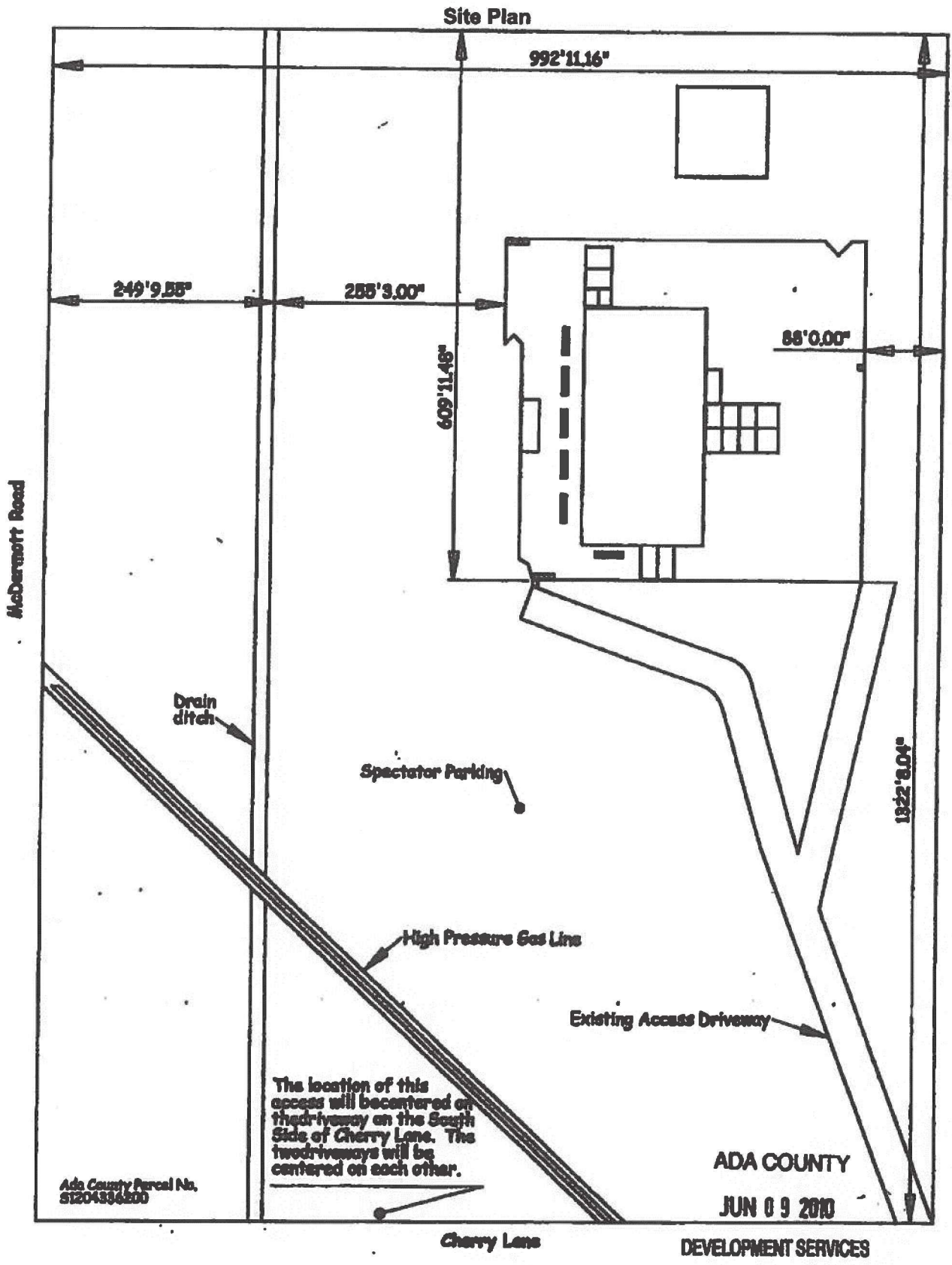
1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordination
4. Development Process Checklist
5. Request for Reconsideration Guidelines OR Appeal Guidelines

Vicinity Map





Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

- ☒ Submit a development application to a City or to the County
- ☒ The City or the County will transmit the development application to ACHD
- ☒ The ACHD Planning Review Division will receive the development application to review
- ☒ The Planning Review Division will do one of the following:
 - ☐ Send a "No Review" letter to the applicant stating that there are no site specific requirements at this time.
 - ☐ Send a "Comply With" letter to the applicant stating that if the development is within a platted subdivision or part of a previous development application and that the site specific requirements from the previous development also apply to this development application.
 - ☒ Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - ☐ Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
- ☒ The Planning Review Division will hold a **Technical Review** meeting for all **Staff and Commission Level** reports.
- ☐ For **ALL** development applications, including those receiving a "No Review" or "Comply With" letter:
 - The applicant should submit two (2) sets of engineered plans directly to ACHD for review by the **Development Review Division** for plan review and assessment of impact fees. (Note: If there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee calculation.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- ☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Zone)

- ☐ **Driveway or Property Approach(s)**
 - Submit a "Driveway Approach Request" form to Ada County Highway District (ACHD) Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- ☐ **Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- ☐ **Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Con an Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, must be turned into ACHD Construction – Subdivision to be reviewed and approved by the ACHD Drainage Division.
- ☐ **Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- ☐ **Final Approval from Development Services**
ACHD Construction – Subdivision must have received approval from Development Services prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the ROWDS Manager when it is alleged that the ROWDS Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary of Highway Systems, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The ROWDS Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the ROWDS Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.
 - a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.
 - b. The request must be in writing and delivered to the Secretary of the Highway District no later than 3:00 p.m. on the day prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.
 - c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.
 - d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.
 - e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.
 - f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.

Sign Posting Certification

ADA COUNTY DEVELOPMENT SERVICES, 200 W Front Street, Boise, Idaho 83702

www.adaweb.net | (208) 287-7900

GENERAL INFORMATION:

You must post the property at least ten (10) days prior to the scheduled public hearing. The Certification form must be submitted at least seven (7) days prior to the scheduled public hearing. Please review Section 8-7A-5 of the Ada County Code for all sign posting requirements.

Please attach dated photographs of each sign with the certification.

PROJECT INFORMATION:

Location:	Quarter: SW 1/4	Section: 04	Township: 3	Range: 1 W	Total Acres: 29.5
Project Name: Meridian Lions Rodeo				Lot:	Block:
Site Address: W. Cherry Lane Meridian, ID				Tax Parcel Number(s) 51204336450 & 51204336500	
File Number: 201000531-CU				Date Posted: July 30, 2010	

APPLICANT:

Name: Meridian Lions Club		
Address: P. O. Box 256		
City: Meridian	State: ID	Zip: 83680
Telephone: 463-8893	Fax: na	

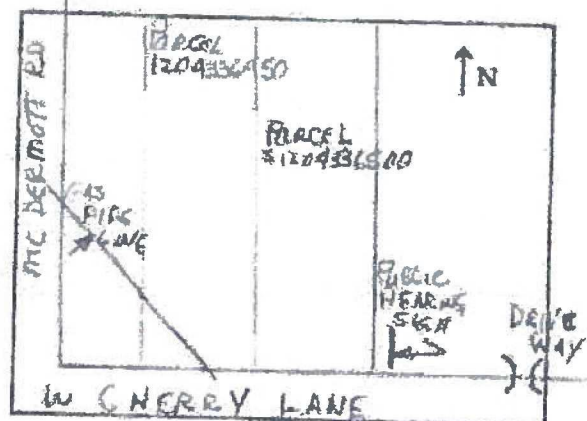
I certify that the property was posted at least ten (10) days prior to the scheduled public hearing and have attached dated photographs of each sign in accordance with Section 8-7A-5 of the Ada County Code.

Donald J. Carr
Signature: (Applicant)

Date

July 30, 2010

Please draw a diagram of sign location(s) on the property



DEVELOPMENT SERVICES

AUG - 2 2010

OFFICE USE ONLY		
File No.:	Received By:	Date:

EXHIBIT 8
201000531-CU
MERIDIAN LIONS CLUB

ADA COUNTY PUBLIC HEARING NOTICE

Ada County Planning and Zoning Commission

WHEN: Ada County Planning and Zoning Commission will hold a public hearing on August 12, 2010 in the Commissioners Main Hearing Room # 1235 on the first floor, 200 W. Main Street, Boise, Idaho at 6:00 PM.

PURPOSE: To consider a request for a Conditional Use Permit for property near the corner of Cherry Lane and McDermott Road for use as riding arena and/or equestrian events on property owned by the City of Meridian and to be operated by the Meridian Lions Club.

LOCATION: The property contains about 29.5 acres on the North side of Cherry Lane about 661 feet west of the intersection with McDermott Road. The property is in section 04, Township 3, Range 1 West.

APPLICATION BY: 20100531-CU MERIDIAN LIONS CLUB and has been submitted by the Meridian Lions Club. For further information you can contact:

PROJECT: 20100531-CU / Diana Sanders / 287-7905

ADA COUNTY
AUG - 2 2010
DEVELOPMENT SERVICES

2010/07/30 8:53 am



BEFORE THE ADA COUNTY PLANNING & ZONING COMMISSION

In re:

Application of MERIDIAN LIONS CLUB

Project No. 201000531-CU

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

FINDINGS OF FACT

If any of these Findings of Fact are deemed Conclusions of Law, they are incorporated into the Conclusions of Law section.

A. The Commission finds that the record is comprised of:

1. Exhibit 1 to the Staff Report.
2. Exhibit A to the Findings of Fact, Conclusions of Law and Order.
3. All other information contained in Ada County Development Services File for Project No. 201000531-CU.

B. As to procedural items, the Commission finds the following:

1. In accordance with Section(s) 8-6-3A/8-7-3A2/8-7-4A1 of the Ada County Code, the applicant completed a pre-application conference with the director prior to the submittal of the application on June 9, 2010.
2. In accordance with Section 8-7A-3 of the Ada County Code, the applicant held a neighborhood meeting on April 17, 2010.
3. On June 9, 2010, Project #201000531-CU was submitted to Development Services and scheduled for public hearing before the Ada County Planning and Zoning Commission on August 12, 2010.
4. On June 22, 2010, staff notified other agencies of this application and solicited their comments. Any comments received were incorporated into the staff report and are attached in the Exhibit List.
5. On July 9, 2010, property owners within 300 feet of the site were notified of the hearing by mail. Legal notice of the Commission's hearing was published in The Idaho Statesman on July 27, 2010.
6. Notices of the public hearing were posted on the property on or before August 2, 2010 and a certification sign posting was submitted to the director on or before August 5, 2010.

C. As to the project description, the Commission finds based on the application materials found in the file for Project No. 201000531-CU the following:

1. **PROPOSED USES** – Riding Arena, bucking chutes, bleachers, fencing, and announcer stand for Meridian Lions Rodeo, riding groups, High School rodeo clubs, Team ropers, Barrel Racers, and Reining.
2. **PROPOSED STRUCTURES** – Announcer Stand and Bleachers.
3. **PROPOSED SITE IMPROVEMENTS**- 400 Parking spaces including ADA parking, trailer parking and dust abatement.

D. Based on the materials found in the file for Project No. 201000531-CU, the Commission finds the following concerning the project description:

1. **PARCEL NUMBER AND LOCATION** –

The subject property is identified as Ada County Tax Parcels S1204336450 and S1204336500. The site is located at 6054 W. Cherry Lane in Section 04, T. 3N., R. 1W., Meridian, Ada County, Idaho.

2. **OWNERSHIP** – The property is owned by the City of Meridian.

3. **SITE CHARACTERISTICS**

Property size – Parcel S1204336450 contains approximately 17.659 acres.

Parcel S1204336500 contains approximately 11.927 acres.

Existing structures – Bleachers and an announcer stand.

Existing vegetation – There is no vegetation currently on site.

Slope - The property is virtually flat.

Irrigation - It appears that surface irrigation water is available to property.

Drainage - There do not appear to be any drainage facilities located on the property.

Views - The site has clear views in all directions.

E. Based on the officially adopted Ada County land use maps, the Commission finds the following concerning the current land use and zoning:

The subject property is currently un-improved. The site is currently zoned Rural-Urban Transition (RUT) District.

F. Based on the officially adopted Ada County land use maps, the Commission finds the following concerning the surrounding land use and zoning:

North: The property to the north is zoned Rural-Urban Transition (RUT) District and is unimproved land.

South: The property to the south is zoned Rural-Urban Transition (RUT) District with a single-family residence and unimproved land.

East: The property to the east is zoned Rural-Urban Transition (RUT) District and is unimproved land.

West: The property to the west is zoned Rural-Urban Transition (RUT) District with a single-family residence and unimproved land.

- G. Based on the officially adopted Ada County land use maps and materials found in the file for Project No. 201000531-CU, the Commission finds the following concerning services:

Access Street and Designation: Official access to the subject property is provided from W. Cherry Lane (Principal Arterial).

Fire Protection: The Meridian Fire District provides fire protection service to the site.

Sewage Disposal: The property is within the Meridian Municipal Sewer District.

Water Service: The property is not within a Water District.

Irrigation District: The property is within the Boise Project Board of Control and Nampa & Meridian Irrigation District.

Drainage District: The property is not located within the jurisdictional limits of any of the established drainage districts.

- H. As to the applicable law, the Commission finds the following:

This section details the comp plan goals, objectives and policies; the zoning ordinance regulations; and other applicable standards regarding development of the subject property.

1. The Commission finds the City of Meridian Comprehensive Plan is applicable because the property is within the City of Meridian's Area of Impact. The Commission finds the application complies with the City of Meridian's Comprehensive Plan because:

Meridian's Future Land Use Map designates the area as Low Density Residential/Civic. The City of Meridian's Comprehensive Plan permits recreational uses that are compatible with agricultural pursuits in the rural areas.

2. The Commission finds Title 8, Chapter 5, Article B of the Ada County Code is applicable as this application includes a request to establish a commercial stable, riding arena in a residential base district, which requires conditional use approval. The required findings for approval of a conditional use permit are set forth below in *italics* text, followed by the Commission's findings:

8-5B-5: REQUIRED FINDINGS:

- A. *The proposed use is not detrimental to the public health, safety, or welfare;*

The Commission finds that the proposed use will not be detrimental to the public health, safety or welfare because of the follow reasons:

- a. The proposed conditional use will be required to comply with all county, state, and federal regulations;
- b. The proposal has been transmitted to public agencies such as fire, police, and emergency service providers, and no comments have been received indicating concern with impacts to health, safety or welfare;
- c. The proposal complies or is conditioned to comply, with the specific use standards found Title 8, Chapter 5 of the Ada County Code as described below; and

B. The proposed use shall not create undue adverse impacts on surrounding properties;

The Commission finds that the proposed use will not create undue adverse impacts on surrounding properties because of the following:

- a. The use is restricted to daylight hours, due to the fact that there are no utilities on site. Portable temporary lighting for the safety of vehicles leaving the premises after sundown and will comply with ACC 8-4H. The applicant is proposing events that will primarily be on weekend days, with some will events during the week by riding groups for practice sessions. Typically the events will be held from April to October,
- b. Outdoor storage areas associated with the use will be required to screened from view;
- c. The use will be setback 100 feet from adjacent property; and
- d. The use will be subject to the noise ordinance and comply with ACC 8-4A-15. The applicant is proposing a 150 watt amp with six speakers for the announcer and background music.
- e. The applicant will provide for weed control on the property.

C. The proposed use is consistent with the applicable comprehensive plan;

The Commission finds that the proposed use is consistent with the applicable comprehensive plan because of the following reasons:

- a. According to the official zoning maps adopted by Ada County, the subject property is located within the City of Meridian Area of City Impact; thus the City of Meridian Comprehensive plan is applicable when considering development of the site;
- b. The subject property is designated as Low Density Residential with a civic overlay for a park on the 2010 City of Meridian Future Land Use Map;
- c. The proposed use, a stable, riding arena commercial, is agricultural in nature and meets the intent of the Residential zoning designation identified in the Future Land Use Map.

D. The proposed use complies with the purpose statement of the applicable base district and with the specific use standards as set forth in this chapter;

1. The Commission finds the following concerning compliance with the applicable base district purpose statement:
 - a. The existing use and associated improvements as highlighted above, are consistent with the goals and policies of the applicable comprehensive plan;
 - b. The proposal will not preclude adjacent agricultural and rural uses from continuing; and
 - c. As the proposed use is limited in the use as a commercial riding arena, the subject property has the potential for future redevelopment in accord with the applicable comprehensive plan once urban public services are available.

3. The Commission finds that, as conditioned, the proposal complies with applicable specific use standards found in ACC 8-5-3-107 of the Ada County Code because of the following:
- A. The establishment is deemed commercial and requires a conditional use approval because the riding arena is open to the general public and clubs. Spectator seating is for more than fifty (50) as identified as bleachers on the master site plan as well as a concession's area.
 - B. The applicant submitted a parking plan for four hundred eighty-one (481) standard parking spaces, ten (10) ADA parking spaces, five (5) ADA van accessible parking spaces, and forty (40) contestant parking space allowing for horse trailer parking. The applicant has placed temporary signs to direct traffic in and out of the facility on Cherry Lane. No parking signs will be placed along Cherry Lane and McDermott Road during the rodeo, due to the number of spectators. Traffic control attendants will be used as needed to avoid congestion. The parking area will be packed and watered prior to and during events as needed to keep the dust to a minimum. The Ada County Engineer has reviewed the plan and is recommending that the parking area not be paved at this time. If the dust becomes a problem the applicant will be required to address the problem.
 - C. The minimum property size for commercial stable/riding arena is five (5) acres. The property currently contains thirty-nine (39) acres.
 - D. The applicant is not proposing catering with this application.
 - E. The proposed use complies with all applicable county ordinances;

The Commission finds that the proposed use complies with all applicable County ordinances.
 - F. The proposed use complies with all applicable state and federal regulations;

The Commission finds that the proposed improvements will be restricted by the conditions of approval to comply with all applicable State and Federal regulations.
 - G. The proposed use and facilities shall not impede the normal development of surrounding property; and

The Commission finds that the proposed improvements will not impede the normal development of surrounding property because the proposed use is agricultural in nature and the surrounding property has already been developed with rural uses.
 - H. Adequate public and private facilities such as utilities, landscaping, parking spaces, and traffic circulation measures are, or shall be, provided for the proposed use.

The Commission finds that the nature of the proposed use will not place a large demand on public and private facilities. The applicant is providing four hundred eighty-one (481) standard parking spaces, ten (10) ADA parking spaces, five (5) ADA van accessible parking spaces, and forty (40) contestant parking space allowing for horse trailer parking. The applicant has placed temporary signs to direct traffic in and out of the facility on Cherry Lane. No

parking signs will be placed along Cherry Lane and McDermott Road during the rodeo, due to the number of spectators. Traffic control attendants will be used as needed to avoid congestion. The parking area will be packed and watered prior to and during events as needed to keep the dust to a minimum. No activities will continue past dark, due to the lack of electricity to the site. The applicant will be required to provide portable restroom facilities and comply with all Central District Health Requirements. ACHD has approved one access on Cherry Lane, which will need to be 20 wide and 30 feet into the site beyond the edge of pavement of Cherry Lane. The applicant has requested the landscaping be waived until services are available. Weed control measures will be taken by the City of Meridian.

CONCLUSIONS OF LAW

If any of these Conclusions of Law are deemed to be Findings of Fact they are incorporated into the Findings of Fact section.

1. The Commission concludes that Project No. 201000531-CU complies with the City of Meridian's Comprehensive Plan.
2. The Commission concludes that Project No. 201000531-CU complies with Article 8-5B of the Ada County Code.
3. The Commission concludes that Project No. 201000531-CU complies with Article 8-5-3-107 of the Ada County Code.

ORDER

Based upon the Findings of Fact and Conclusions of Law contained herein, the Commission approves Project # 201000531-CU, subject to the Conditions of Approval attached as Exhibit A.

DATED this 12th day of August, 2010.

By: _____


Acting Chairperson
Ada County Planning and Zoning Commission

ATTEST:


Mark Perfect, Secretary

EXHIBIT A

CONDITIONS OF APPROVAL FOR CONDITIONAL USE APPROVAL

REQUIRED ACTIONS. THE FOLLOWING LIST DETAILS THE TASKS THAT MUST BE COMPLETED BEFORE THE APPROVAL OF FILE #201000531-CU WILL BE CONSIDERED FINAL. THE APPLICANT AND/OR OWNER HAVE UNTIL AUGUST 12, 2011 TO COMPLETE THE REQUIRED ACTIONS AND TO OBTAIN A ZONING CERTIFICATE UNLESS A TIME EXTENSION IS GRANTED. SEE SECTION 8-7-6 OF THE ADA COUNTY CODE FOR INFORMATION ON TIME EXTENSIONS. IF A BUILDING PERMIT IS REQUIRED, THE ZONING CERTIFICATE SHALL BE ISSUED WITH THE BUILDING PERMIT. THIS APPROVAL SHALL BECOME VOID IF A VALID ZONING CERTIFICATE HAS NOT BEEN ISSUED BY THAT DATE. SITE IMPROVEMENTS ARE NOT ALLOWED UNTIL THE ZONING CERTIFICATE HAS BEEN ISSUED.

1. The applicant and/or owner shall obtain written approval of the development (site plan and/or use) from the agencies noted below. All site improvements are prohibited prior to approval of these agencies.
 - a) The Meridian Fire District must approve all fire flow requirements and/or building plans.
 - b) The Nampa & Meridian Irrigation District must approve all modifications to the existing irrigation system.
 - c) Ada County Highway District must approve the construction of the driveway approach for proper ingress and egress of the development site. The verification must be on agency letterhead referring to the approved use.
2. A Building Permit for a one time inspection is required prior to the use of the bleachers. Please contact the County Building Official at 364-2277 for fee and application information. The design and construction of the development shall comply with the approved and stamped master site plan and the Ada County Code.
3. Once construction is complete, the applicant shall request a zoning compliance inspection from the Development Services Department. Staff will check for compliance with the approved master site plan. The Director must approve any modification and/or expansion to the master site plan. See Section 8-4E-3 of the Ada County Code.

TERMS OF APPROVAL. THE FOLLOWING TERMS MUST BE COMPLIED WITH AT ALL TIMES OR YOUR APPROVAL MAY BE REVOKED.

4. A zoning certificate and/or a building permit may not be issued until 15 days after the Commission issued the written decision on the proposed development. In the event the decision of the Commission is appealed, the building permit may not be issued until the appeal is resolved in favor of the proposed development. See Section 8-7-7 of the Ada County Code for more information on appeals.
5. The use must comply with all Central District Health requirements.
6. The Director must approve any modification and/or expansion to the conditional use. See Section 8-4E-3 of the Ada County Code.
7. The use must comply with the specific use standards for commercial stable and riding arena in Section 8-5-3-107 of the Ada County Code.
8. Americans with Disabilities Act (ADA) parking shall be provided and located so as to provide the

EXHIBIT A

shortest route of travel from adjacent parking to an accessible entrance.

9. The applicant must comply with the submitted site plan and parking plan, submitted June 9, 2010 and June 25, 2010.
10. A minimum of 410 standard parking spaces, 40 contestant parking spaces, five ADA van accessible parking spaces and 10 ADA compliant parking spaces shall be required for the proposed event as shown in Exhibit #4.
11. The temporary use shall comply with the design and dimensional standards of the Rural-Urban Transition (RUT) District, unless otherwise specified.
12. As approved by this action, the site shall be limited to the placement of temporary structures as permitted subject to the regulations of Article 8-41.
13. No irrigation and/or drainage water shall be impeded by any construction on site.
14. The property must be managed and maintained consistent with the standard regulations in Title 8, Chapter 4, Article A of the Ada County Code. Please note that this Article contains specific regulations regarding the accumulation of junk, atmospheric emissions, construction sites, hazardous material storage, outdoor public address systems, outdoor storage of chemicals and fertilizers, transmission line corridors, and utilities.
15. Any lighting on the site shall comply with the lighting regulations in Title 8, Chapter 4, Article H, of the Ada County Code.
16. The use must comply with the noise regulations in Ada County Code, Title 5, Chapter 13.
17. The property must comply with the nuisance regulations in Ada County Code, Title 5, Chapter 9.

Exhibit B



Mike Barton
Meridian City Parks and Recreation Department
33 E Broadway Ave. #206
Meridian, Idaho 83642

Dear Mike,

Meridian Lions Club will assign the 10/6/15 license agreement to the Treasure Valley Lions Club effective February 1, 2023.

With this action the Meridian Lions Club's name will be removed from the above noted lease and Treasure Valley Lions Club's name will now be on the lease and responsible for all future business with Meridian Parks and Recreation.

Should you need any more information, please let me know.

Sincerely,



Tom Shores
Meridian Lions President