

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **GRHH Fairview LLC, Owner/Developer**
3. **HC Fairview LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2025, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called “**CITY**,” whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **GRHH Fairview LLC and HC Fairview LLC**, whose address is 855 W. Broad St. Ste. 300, Boise, Idaho 83702, hereinafter collectively called “**OWNER/DEVELOPER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, described in **Exhibit “A,”** which is attached hereto and by this reference incorporated herein as if set forth in full, hereinafter referred to as the “**Property**,” and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“**UDC**”), which authorizes development agreements and the modification of development agreements; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement recorded in Ada County on February 24, 2005 as Instrument #105022224, and for the inclusion of the Property into this new Agreement, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the duly noticed public hearings before the Meridian City Council, as to how the property will be developed and what improvements will be made; and

- 1.6 **WHEREAS**, the record of the proceedings for requested development agreement modification held before the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 18th of February, 2025, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“**Findings**”), which have been incorporated into this Agreement and attached as **Exhibit “B;”** and
- 1.8 **WHEREAS**, Owner/Developer deems it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.9 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement (Instrument #105022224) and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** The above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement, the following words, terms and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **GRHH Fairview LLC and HC Fairview LLC**, whose address is 855 W. Broad St. Ste. 300, Boise, Idaho 83702, Meridian, ID, 83646, the party that owns said Property and shall include any subsequent owner(s) of the Property.

- 3.3 **PROPERTY:** means and refers to that certain parcel of Property located in the County of Ada, City of Meridian as described in **Exhibit “A”** describing a parcel to be removed from existing Development Agreement recorded in Ada County as Instrument #105022224, with such parcel being bound by this new Agreement, which **Exhibit “A”** is attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

- 5.1 Owner/Developer shall develop the Property in accordance with the following special conditions:
- a. Future development of this site shall be generally consistent with the proposed site plan, landscape plans, and conceptual building elevations included in Section VII-D and VII-E of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
 - b. Hours of operations for the Coffee Shop drive-through are 5 a.m. to 7 p.m.
 - c. The site shall not use any form of electronic amplification for communication.
 - d. The Owner/Developer shall work with the neighbor to construct a fence that will block the light from vehicles entering the property.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner’s Developer’s heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer.

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

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agrees to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

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

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

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

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

OWNER/DEVELOPER:
GRHH Fairview LLC
855 W. Broad St. Ste. 300
Boise, Idaho 83702

HC Fairview LLC
855 W. Broad St. Ste. 300
Boise, Idaho 83702

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor

owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, has determined that Owner/Developer has fully performed its obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonable in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing the Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon execution of the Mayor and City Clerk.

[End of text. Acknowledgements, signatures, and Exhibits A and B follow.]

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:

GRHH Fairview LLC

Brian Huffaker
By (name): Brian Huffaker
Its (title): Manager

State of Idaho)

: ss:

County of Ada)

On this 5th day of March, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Huffaker, known or identified to me to be the Manager of **GRHH Fairview LLC** and the person who signed above and acknowledged to me that they executed the same.

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



[Signature]
Notary Public
My Commission Expires: 8/15/2025

OWNER/DEVELOPER:
HC Fairview LLC

Brian Huffaker
By (name): Brian Huffaker
Its (title): Manager

State of Idaho)

: ss:

County of Ada)

On this 5th day of March, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Huffaker, known or identified to me to be the Manager of **HC Fairview LLC** and the person who signed above and acknowledged to me that they executed the same.

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



[Signature]
Notary Public
My Commission Expires: 8/15/2025

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
 : ss
County of Ada)

On this _____ day of _____, 2025, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

SCHEDULE I

**A PORTION OF THE SOUTHWEST ¼ OF THE SOUTHEAST 1/4, SECTION 4,
TOWNSHIP 3, NORM, RANGE
1 EAST, CITY OF MERIDIAN, BOISE MERIDIAN, ADA COUNTY, IDAHO**

A Portion of the Southwest 1/4 of the Southeast 1/4, Section 4, Township 3 North, Range 1 East, City of Meridian, Boise Meridian, Ada County, Idaho more particularly described as follows;

Commencing at a found 5/8 inch rebar with no cap marking the South ¼ Corner of Section 4 from which a found Brass cap monument marking the Southeast corner of said Section 4 bears South 89°23'11" East a distance of 2658.62 feet;

thence along the South line of said Section 4, South 89°23'11" East a distance of 714.66 feet to a point;

thence leaving said South line, North 00°28'15" East a distance of 58.22 feet to a found Aluminum cap monument marking the Northeast intersection of the Right-of-Ways of Fairview Avenue (U.S. Highway 30) and Venture Street;

thence along the North Right-of-Way of said Fairview Avenue (U.S. Highway 30), South 89°38'40" East a distance of 176.05 feet to a set 518 inch rebar with plastic cap stamped "FLSIPLS 7612" at the **TRUE POINT OF BEGINNING**;

thence leaving said North Right-of-Way, North 00°35'17" East a distance of 234.52 feet to a set 5/8 inch rebar with plastic cap stamped "FLSIPLS 7612";

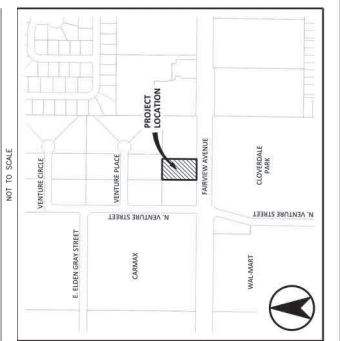
thence South 89°24'52" East a distance of 141.56 feet to a found 1/2 inch rebar with plastic cap stamped "PORTER";

thence South 00°34'28" West a distance of 233.95 feet to a found 1/2 inch rebar with plastic cap stamped "PORTER" at a point on said North Right-of-Way of Fairview Avenue (U.S. Highway 30);

thence along said North Right-of-Way, North 89°38'40" West a distance of 141.61 feet to the **TRUE POINT OF BEGINNING**.

Containing 33,164 square feet, 0.761 Acres, More or Less.

The property is subject to all easements and rights-of-way of record, and, not of record. This property is also subject to the terms of an unrecorded Reciprocal Easement Agreement in substantially the same form approved by Grantee, to be recorded in the future.

[illegible][illegible]

GEN

BOUNDARY LINE
SECTION LINE
PROPERTY LINE
EASEMENT LINE (AS NOTED)
WATER LINE (SIZE AS NOTED)
SEWERAGE SERVICE LINE (SIZE AS NOTED)
UNDERGROUND POWER LINE
UNDERGROUND TELEPHONE LINE
OVERHEAD POWER LINE
OVERHEAD TELEPHONE LINE
GRANTY EASEMENT LINE
EASE OF PASSENGER
PROPOSED ASPHALT
PROPOSED CONCRETE

0 10 20 30
Feet Scale 1" = 30'




EXHIBIT B

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



In the Matter of the Request for a Conditional Use Permit and Development Agreement Modification, by Ethan Mansfield, Hawkins Companies, LLC

Case No(s). H-2024-0049

For the City Council Hearing Date of: January 28, 2025 (Findings on February 11, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of January 28, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of January 28, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of January 28, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of January 28, 2025, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.
7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of January 28, 2025, incorporated by reference. The conditions are concluded to be

reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for a Conditional Use Permit and Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of January 28, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Conditional Use Permit Duration

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

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

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

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

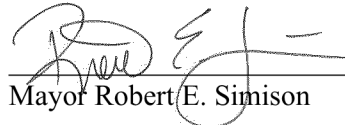
F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of January 28, 2025

By action of the City Council at its regular meeting held on the 18th day of February, 2025.

COUNCIL PRESIDENT LUKE CAVENER	VOTED <u>AYE</u>
COUNCIL VICE PRESIDENT LIZ STRADER	VOTED <u>AYE</u>
COUNCIL MEMBER DOUG TAYLOR	VOTED <u>AYE</u>
COUNCIL MEMBER JOHN OVERTON	VOTED <u>AYE</u>
COUNCIL MEMBER ANNE LITTLE ROBERTS	VOTED <u>AYE</u>
COUNCIL MEMBER BRIAN WHITLOCK	VOTED <u>AYE</u>
MAYOR ROBERT SIMISON (TIE BREAKER)	VOTED _____



Mayor Robert E. Simison 2-18-2025

Attest:



Chris Johnson
City Clerk



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

By:  _____ Dated: 2-18-2025
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 1/28/2025

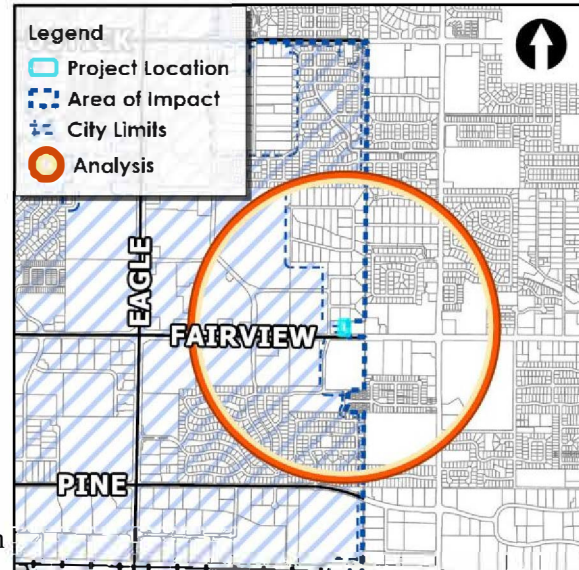
TO: Mayor & City Council

FROM: Linda Ritter, Associate Planner
208-884-5533
lritter@meridiancity.org

APPLICANT: Ethan Mansfield, Hawkins Companies, LLC

SUBJECT: H-2024-0049
Fairview Drive-Through CUP, MDA

LOCATION: 4300 E. Fairview Avenue, located in a portion of the SW ¼ of the SE ¼, Section 4, T3N, R1E



I. PROJECT OVERVIEW

A. Summary

A Conditional Use Permit for the development of an 1,843 square foot quick-lube oil change facility and drive-through coffee shop within three hundred (300) feet of another drive-through facility and an existing residence; create a new development agreement to establish new hours of operations for the coffee shop to begin service at 5 AM; and approve new concept plan on a 0.76-acre parcel located at 4300 E. Fairview Avenue in the C-G zoning District.

B. Issues/Waivers

The applicant is asking for a Council waiver to reduce the twenty-five (25) landscape buffer for the area in which the trash enclosure would occupy in order to expand the existing trash enclosure on the property to the west with the property owner's permission. Currently, a portion of the trash enclosure on the property to the west extends onto the applicant's property.

C. Recommendation

Staff: Approval w/ conditions

D. Decision

Planning and Zoning Commission: Recommend Approval

City Council: Approval

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant	-
Proposed Land Use(s)	Quick-Lube Oil Change and Drive-Through Coffee Shop	-
Existing Zoning	General Retail and Service Commercial District (C-G)	VII.A.2
Proposed Zoning	General Retail and Service Commercial District (C-G)	
Adopted FLUM Designation	Commercial	VII.A.3
Proposed FLUM Designation	Commercial	

Table 2: Process Facts

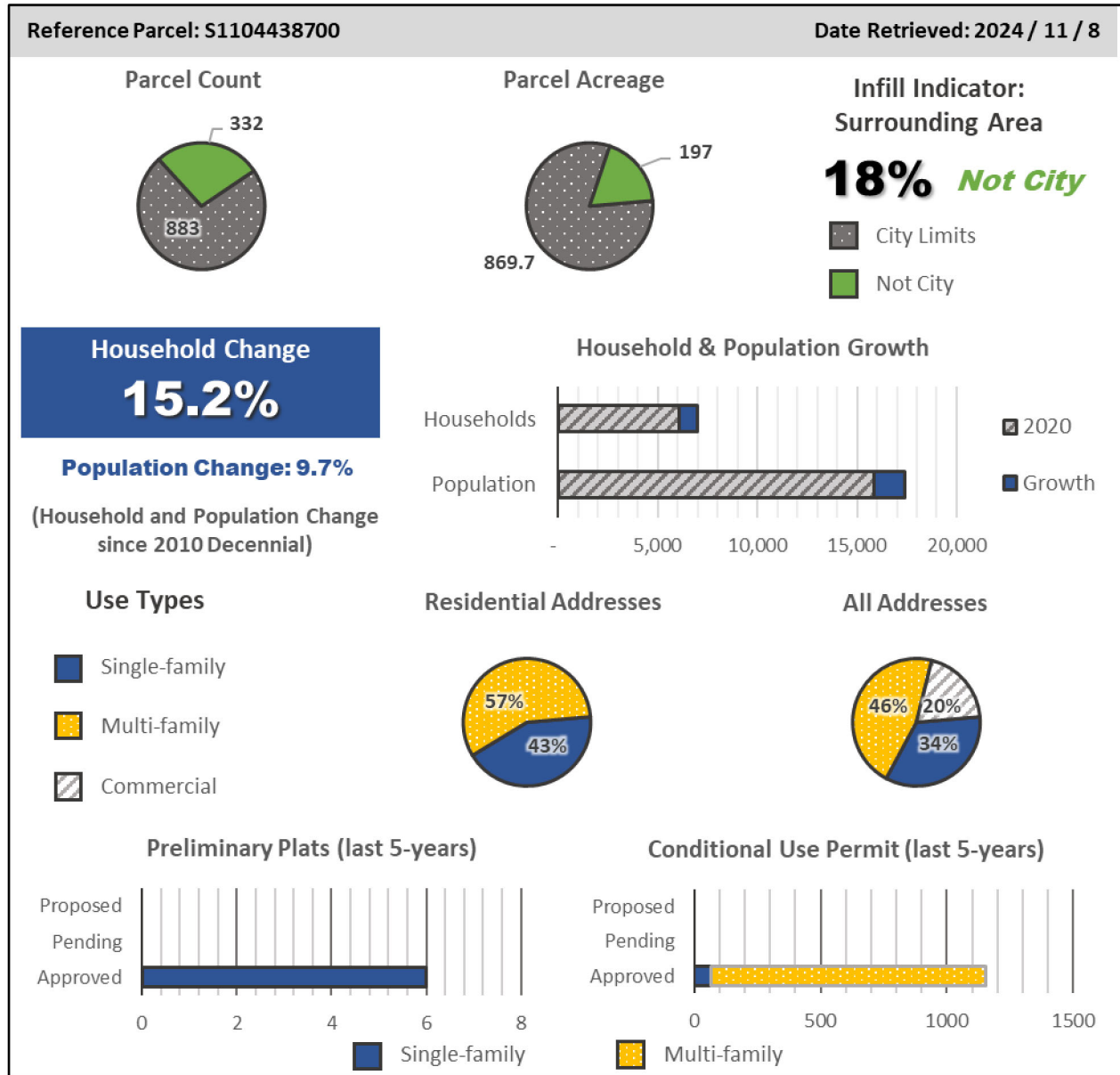
Description	Details
Preapplication Meeting date	8/5/2024
Neighborhood Meeting	9/5/2024
Site posting date	12/5/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.D
• Comments Received	Yes, Staff Report	-
• Commission Action Required	No	-
• Access	Fairview Avenue	-
• Traffic Level of Service	Better than “E”	-
ITD Comments Received	No Comments	IV.E
Meridian Fire	No Comments	
Meridian Police	No Comments	
Meridian Public Works Wastewater		
• Distance to Mainline	Sewer is available at the site	
• Impacts or Concerns	Ensure no sewer services pass through infiltration trenches	
Meridian Public Works Water		
• Distance to Mainline	Water is available at the site	
• Impacts or Concerns	No	

Note: See City/Agency Comments and Conditions Section and public record for all department/agency comments received. Fairview Drive-Through CUP, MDA H-2024-0049 (copy this link into a separate browser).

Figure 1: One-Mile Radius Existing Condition Metrics



Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

Figure 2: ACHD Summary Metrics

Level of Service Planning Thresholds

1. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Fairview Avenue	142-feet	Arterial	1611	Better than "E"

* Acceptable level of service for a five-lane principal arterial is "E" (1,780 VPH).

** ACHD does not set level of service thresholds for State Highways.

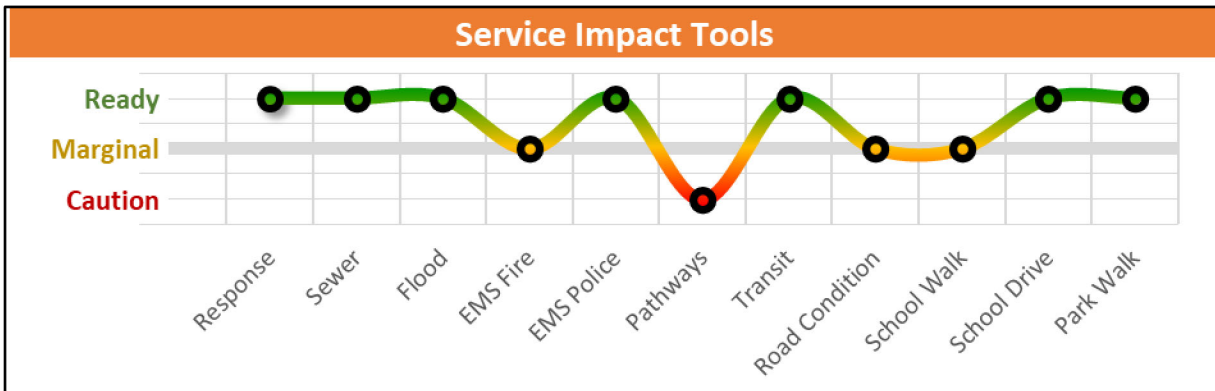
2. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Fairview Avenue west of Cloverdale Road was 35,600 on July 16, 2024.

Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

Figure 3: Service Impact Summary



Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

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

The property is currently zoned General Retail and Service Commercial District (C-G) which allows the largest scale and broadest mix of retail, office, service, and light industrial uses.

Table 4: Project Overview

Description	Details
History	AZ-04-026, CUP-04-035, DA Inst.# 105022224 Mountain West Bank
Acreage	0.76

B. History

The property was approved for annexation and zoning on October 26, 2004, from Rural Urban Transition (RUT) to C-G for approximately 2.48 acres of land and a Conditional Use Permit (CUP) for a new 4,500 square-foot bank with a drive-through. The current Development Agreement requires a CUP for all uses and restricts the hours of operation from 7 am to 7 pm.

C. Site Development and Use Analysis

1. Existing Structures/Site Improvements (*UDC 11-1*):

Applicant is proposing a construct a quick-lube oil change facility and drive-through coffee shop. The building will be approximately 1,843 gross square feet overall and is proposed to be twenty-six (26) feet in height. The applicant is proposing seventeen (17) parking spaces which exceeds the required seven (7) spaces per UDC 11-2. The site is currently vacant with no structures.

2. Proposed Use Analysis (*UDC 11-2*):

Applicant is proposing a construct an 1,843 square foot building with a quick-lube oil change facility and drive-through coffee shop. The applicant is proposing to add lane striping to better define the additional queuing space available to each user as customers will typically enter the development from the southern entrance off Fairview Avenue. Directional signage will indicate the location of the oil change tenant and the coffee shop tenant's queuing area. The applicant states the typical number of services for this oil change user is up to six (6) vehicles in the peak hour. The site plan shown in Exhibit VIIC shows the proposed quick-lube oil change shop can accommodate up to 6 vehicles – two in the service bays and four (4) stacked behind – without vehicles stacking in the east-west drive aisle.

Per the queuing analysis completed for the coffee shop (Human Bean), the 95th percentile queuing rate is four (4) vehicles, with a maximum expected queuing of six (6) vehicles. The applicant states there would be no vehicles from the coffee shop stacking in front of the oil change entrance. The striping and directional signage provided will ensure that even in unexpected instances of extremely high demand, stacking can be reasonably accommodated.

A pedestrian entrance to the site will be placed in front of the coffee shop to accommodate bike/pedestrian walk-up service.

Employee parking spaces have been placed along the north side of the site and will be signed as “Employee Parking” to eliminate the possibility of conflict with the east-west drive aisle during the coffee shop’s busiest hours.

In reviewing the site plan, staff feels moving the employee parking to the south side of the lot to align with the parking layout for the adjacent bank to the west. Staff feels this will help minimize conflicts between vehicles using the coffee shop drive-through and customers accessing the quick-lube oil change facility, while also ensuring sufficient stacking space for the coffee shop drive-through.

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

The proposed drive-through building will be approximately 1,843 gross square feet overall and is twenty-six (26) feet in height with seventeen (17) parking spaces. This site complies with the dimensional standards for the C-G zoning district.

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

Vehicle Repair, Major and Minor (*UDC 11-4-3-37*)

- A. Where adjoining a residential property or district, all repair activities (including, but not limited to, open pits and lifts) shall occur within an enclosed structure.
- B. Inoperable or dismantled motor vehicles shall be stored behind a closed vision fence, wall, or screen or within an enclosed structure and shall not be visible from the street.

Drive-Through Establishment (*UDC 11-4-3-11*)

- A. A drive-through establishment shall be an accessory use where the drive-through facility (including stacking lanes, speaker and/or order area, pick up windows, and exit lanes) is:
 - 1. Not within three hundred three hundred (300) feet of another drive-through facility, a residential district, or an existing residence: or
 - 2. Separated by an arterial street from any other drive-through facility, residential district or existing residence; or
 - 3. Not within the O-T zoning district.

Otherwise a conditional use permit is required.

A Conditional Use Permit is required as the drive-through is within three hundred (300) feet of another drive-through and an existing residence.

- B. All establishments providing drive-through service shall identify the stacking lane, menu and speaker location (if applicable), and window location on the certificate of zoning compliance or the conditional use permit. Speakers are prohibited in the O-T zoning district.

The site plan shown in Exhibit B provides the location of the stacking lane for the proposed coffee shop.

- C. A site plan shall be submitted that demonstrates safe pedestrian and vehicular access and circulation on the site and between adjacent properties. At a minimum the plan shall demonstrate compliance with the following standards:

- 1. Stacking lanes shall have sufficient capacity to prevent obstruction of driveways, drive aisles, and the public right-of-way by patrons.

Moving the employee parking to the south side of the lot to align with the parking layout for the adjacent bank to the west will help minimize conflicts between vehicles using the coffee shop drive-through and customers accessing the quick-lube oil change facility, while also ensuring sufficient stacking space for the coffee shop

drive-through.

2. The stacking lane shall be a separate lane from the circulation lanes needed for access and parking, except stacking lanes may provide access to designated employee parking.
3. The stacking lane shall not be located within ten (10) feet of any residential district or existing residence.

The stacking lane is proposed to be over twenty-five feet away from the residential property.

4. Any stacking lane greater than one hundred 100 feet in length shall provide for an escape lane.

The staking lane is not greater than 100 feet in length therefore an escape lane is not required.

5. The site should be designed so that the drive-through is visible from a public street for surveillance purposes.

The drive-through is visible from E. Fairview Avenue.

- D. The applicant shall provide a six-foot sight obscuring fence where a stacking lane or window location adjoins a residential district or an existing residence.

There is an existing six (6) foot wooden fence on the north side of the property adjacent to the existing residential home.

Restaurant (UDC 11-4-3-49)

A. Parking.

1. At a minimum, one (1) parking space shall be provided for every two hundred fifty (250) square feet of gross floor area.

Upon any change of use for an existing building or tenant space, a detailed parking plan shall be submitted that identifies the available parking for the overall site that complies with the requirements of this title.

Per UDC 11-3C restaurants require one (1) parking space for every two hundred and fifty (250) square feet of gross floor area. The total number of parking spaces required is seven (7). The applicant is proposing seventeen (17) parking spaces which exceeds the required number parking spaces for this proposal.

D. Design Standards Analysis

1. Structure and Site Design Standards (*Comp Plan 3.07.02A, Comp Plan 5.01.02D, UDC 11-3A-19*):

Require pedestrian circulation plans to ensure safety and convenient access across the commercial development.

Require appropriate building design, and landscaping elements to buffer, screen, beautify, and integrate commercial, multifamily, and parking lots into existing neighborhoods. Therefore, buildings shall be designed in accord with the "City of Meridian Architectural Standards Manual."

Per UDC 11-3A-19 pedestrian walkways shall provide a continuous walkway that is a minimum of five (5) feet in width from the perimeter sidewalk to the main building entrance(s) for nonresidential uses. The internal pedestrian walkway shall be distinguished

from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks.

In reviewing the site plan layout, staff recommends that employee parking be located on the south side of the lot to align with the parking layout for the adjacent bank to the west. This arrangement would help minimize conflicts between vehicles using the coffee shop drive-through and customers accessing the quick-lube oil change facility, while also ensuring sufficient stacking space for the coffee shop drive-through.

2. Landscaping (UDC 11-3B):

i. Landscape buffers along streets

Per UDC 11-2B-3, landscape buffers along arterial shall be thirty-five (35) feet in width. The applicant will be required to install the landscape buffer along E. Fairview Avenue. The landscape buffer shall be located entirely outside of any existing right-of-way and any additional right- way required by ACHD with this application. All trees shall be located beyond the required street right- way.

ii. Parking lot landscaping

Per UDC 11-3B-8, the applicant shall provide perimeter and internal parking lot landscaping to soften and mitigate the visual and heat island effect of a large expanse of asphalt in parking lots, and to improve the safety and comfort of pedestrians. A five-foot wide minimum landscape buffer adjacent to parking, loading, or other paved vehicular use areas.

iii. Landscape buffers to adjoining uses

Provide a minimum twenty-five (25) foot wide landscape buffer along the entire north property line, as proposed. Materials used in the buffer shall meet the requirements of UDC 11-3B-9.

The applicant is requesting a Council waiver to place the trash enclosure into the landscape buffer to match the existing trash enclosure for the adjacent property to the west. Staff is asking the applicant to work with the adjacent property owner to expand the existing trash enclosure and request council waiver to reduce the landscape buffer for the area in which the trash enclosure is located.

iv. Storm integration

An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.

3. Parking (UDC 11-3C):

i. Nonresidential parking analysis

Per UDC 11-3C Restaurants require one (1) parking space for every two hundred and fifty (250) square feet of gross floor area. The total number of parking spaces required is seven (7). The applicant is proposing seventeen (17) parking spaces which exceeds the required number parking spaces for this proposal. The applicant will be required to install wheel stops for the compact stalls or widen the sidewalk to seven (7) feet to prevent vehicles from overhanging on the sidewalk.

ii. Bicycle parking analysis

Per UDC 11-3C-6.G One (1) bicycle parking space shall be provided for every twenty-five (25) proposed vehicle parking spaces or portion thereof, except for single-family

residences, two-family duplexes, and townhouses. Based on seventeen (17) parking spaces being proposed, one (1) bicycle parking space is required.

4. Building Elevations (*Comp Plan, Architectural Standards Manual*):
Conceptual building elevations were submitted for the proposed structure as shown in Section VII.F. Building materials consist of stucco, stone, wood and metal accent. Final design is required to comply with the design standards in the Architectural Standards Manual and recorded development agreement.

The Comprehensive Plan's goal is to require appropriate building design, and landscaping elements to buffer, screen, beautify, and integrate commercial, multifamily, and parking lots into existing neighborhoods.

5. Fencing (*UDC 11-3A-6, 11-3A-7*):
There is an existing fence along the north property line that was required with the annexation, zoning and CUP in 2004. No additional fencing required.

E. Transportation Analysis

1. Access (*Comp Plan 6.01.02C, UDC 11-3A-3, UDC 11-3H-4*):
Access to the property is from E. Fairview Avenue in accord with UDC 11-3A-3.
The Comprehensive Plan's goal is to require new development to establish street connections to existing local roads and collectors as well as to underdeveloped adjacent properties.
2. Sidewalks (*UDC 11-3A-17*):
All sidewalks constructed as part of this proposal are required to comply with the standards listed in UDC 11-3A-17.

F. Services Analysis

1. Pressurized Irrigation (*UDC 11-3A-15*):
The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
2. Storm Drainage (*UDC 11-3A-18*):
The applicant shall design and construct an adequate storm drainage system in accordance with the city's adopted standards and shall follow Best Management Practice as adopted by the city.
3. Utilities (*Comp Plan 3.03.03A, UDC 11-3A-21*):
Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development. All utilities are available to the site. Water main, fire hydrant and water service require a twenty-foot (20) wide easement that extends ten (10) feet past the end of main, hydrant, or water meter. No permanent structures, including trees are allowed inside the easement.

G. Development Agreement

The Applicant is requesting a modification to the existing Development Agreement (DA) Inst. #105022224. The current Development Agreement requires a CUP for all uses and restricts the hours of operation from 7 am to 7 pm. The applicant is requesting the following changes:

- A. Adopt the Special Recommendations of the Planning and Zoning Commission as follows:
1. The hours of operation for businesses on this site are limited from ~~5~~7 am to ~~6~~7 pm since the site abuts single-family residences.

UDC 11-1B-3B limits hours of operation in the C-G zoning district from 6 am to 11 pm. As the DA is the governing document for this property, the applicant is requesting that Council approve a modification of the existing agreement to allow the changes request in the hours of operation for the drive-through coffee shop.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. Development Agreement Modification:

Fifteen (15) days prior to the City Council hearing, the applicant shall provide the revised concept plan for the site and landscaping plan showing the employee parking located on the south side of the lot to align with the parking layout for the adjacent bank to the west or a layout that is amenable to the staff and the applicant.

- a. The modified DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council approval of the Findings. The DA shall, at minimum, incorporate the following provisions:
 - b. Future development of this site shall be generally consistent with the proposed site plan, landscape plans and conceptual building elevations included in Section VII-D and VII-E and the provisions contained herein.
 - c. The site shall not use any form of electronic amplification for communication.
 - d. The applicant shall work with the neighbor to construct a fence that will block the light from the vehicles entering the property.
2. Conditional Use Permit:
 - 2.1 The Applicant shall comply with all specific use standards for the proposed use of Multi-family Residential Development (UDC 11-4-3-27).
 - 2.2 The Applicant shall obtain a Certificate of Zoning Compliance (CZC) and Administrative Design Review (DES) approvals before submitting for any building permit within this development.
 - 2.3 Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2B-3-7 for the C-G zoning district.
 - 2.4 Off-street parking is required to be provided by the standards listed in UDC Table 11-3C-6 for restaurant.
 - 2.5 The Applicant shall comply with all ACHD conditions of approval.
 - 2.6 Provide a pressurized irrigation system consistent with the standards as outlined in UDC 11-3A-15, UDC 11-3B-6, and UDC 9-1-28.
 - 2.7 Upon completion of the landscape installation, a written Certificate of Completion shall be submitted to the Planning Division verifying all landscape improvements are

in substantial compliance with the approved landscape plan as outlined in UDC 11-3B-14.

- 2.8 This project is subject to all current City of Meridian ordinances and shall comply with the previous conditions of approvals associated with this site (AZ-04-026; CUP-04-035; DA Inst. #105022224).
- 2.9 The Applicant shall obtain a Certificate of Zoning Compliance (CZC) and Administrative Design Review (DES) approvals before submitting for any building permit within this development.
- 2.10 Compliance with the standards listed in UDC [11-4-3-11](#)– Drive-Through Establishment, Vehicle repair, major and minor UDC [11-4-3-37](#) and standards listed in UDC [11-4-3-49](#) – Restaurant is required.
- 2.11 The landscape buffer along Fairview Avenue shall be located entirely outside of any existing right- way and any additional right- way required by ACHD with this application. All trees shall be located beyond the required street right-of-way.
- 2.12 Provide wheel stops for the compact spaces.
- 2.13 Provide a copy of the recorded easement for the water connection from the adjacent property with the submittal of the CZC and Design Review.
- 2.14 The conditional use permit is valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the Applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground as set forth in UDC [11-5B-6](#). A time extension may be requested as set forth in UDC 11-5B-6F.

B. Irrigation Districts

1. Nampa & Meridian Irrigation District

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=367036&dbid=0&repo=MeridianCity>
[y](#)

C. Idaho Department of Environmental Quality (DEQ)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=367036&dbid=0&repo=MeridianCity>
[y](#)

D. Ada County Highway District (ACHD)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=367036&dbid=0&repo=MeridianCity>
[y](#)

E. Idaho Transportation Department (ITD)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=367036&dbid=0&repo=MeridianCity>
[y](#)

V. FINDINGS

A. Conditional Use (UDC 11-5B-6E)

The commission shall base its determination on the conditional use permit request upon the following:

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.
Staff finds that the site is large is enough to accommodate the proposed uses as the site is 0.761 acres. The proposed multi-tenant building with the quick-lube oil change facility and coffee shop drive-through restaurant will be approximately 1,843 gross square feet overall and fifty (50) feet in height.
2. That the proposed use will be harmonious with the Meridian comprehensive plan and in accord with the requirements of this title.
Staff finds the proposed quick-lube oil change facility and coffee shop drive-through restaurant will be harmonious with the uses allowed in the Comprehensive Plan and is consistent with applicable UDC standards with the conditions noted in Section IV of this report.
3. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.
Staff finds the design, construction, operation and maintenance of the proposed use will be compatible with other uses in the general neighborhood, with the existing and intended character of the vicinity and will not adversely change the essential character of the area.
4. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.
The quick-lube oil change facility and coffee shop drive-through restaurant complies with the purpose statement of the C-G zone which is to provide the largest scale and broadest mix of retail, office, service, and light industrial uses. Other permitted uses within the C-G zone include retail, restaurants, personal and professional services, as well as appropriate public and quasi-public uses.
5. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.
Staff finds the proposed use will be served by essential public facilities and services as required.
6. That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.
Staff finds the proposed use will not create additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.
7. That the proposed use will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
Staff finds the proposed use will not be detrimental to any persons, property or the general welfare by the reasons noted above.

8. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance.
Staff finds the proposed use will not result in the destruction, loss or damage of any such features.
9. Additional findings for the alteration or extension of a nonconforming use:
This finding is not applicable.
10. That the proposed nonconforming use does not encourage or set a precedent for additional nonconforming uses within the area; and,
This finding is not applicable.
11. That the proposed nonconforming use is developed to a similar or greater level of conformity with the development standards as set forth in this title as compared to the level of development of the surrounding properties.
This finding is not applicable.

VI. ACTION

A. Staff:

Approval of the proposed conditional use permit with the conditions in Section IV per the Findings in Section V.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on December 19, 2024. At the public hearing, the Commission moved to recommend approval of the subject Conditional Use Permit and Development Agreement Modification requests.

1. Summary of Commission public hearing:

- a. In favor: Ethan Hawkins, applicant
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: Anna Downing – oppose oil change and fast food use due to proximity to residential neighborhood and many other reasons; Julie Parker – oppose development because it will be too noisy for the neighborhood as it is scheduled to open at 5 am and last into the evening; Sean Thompson – Noisy, hectic operations starting at 5 am and lasting into the evening, auto repair machinery and drive through speakers, air pollution from high traffic and idling vehicles, two businesses with drive through operations can cause potential traffic problems because they gave to share a common parking lot structure and ingress/egress, and the reduction of residential property values; Barry Thompson – In agreement with Sean Thompson; and Sandra G – Oppose the application and would like less going on around where she lives.
- e. Staff presenting application: Linda Ritter
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

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

- a. Coffee shop opening hours, trash enclosure location, revised site plan

4. Commission change(s) to Staff recommendation:

- a. None

5. Outstanding issue(s) for City Council:

- a. Revised site plan

C. City Council:

The Meridian City Council heard these items on January 28, 2025. At the public hearing, the Council moved to approve the subject Conditional Use Permit and Development Agreement Modification requests.

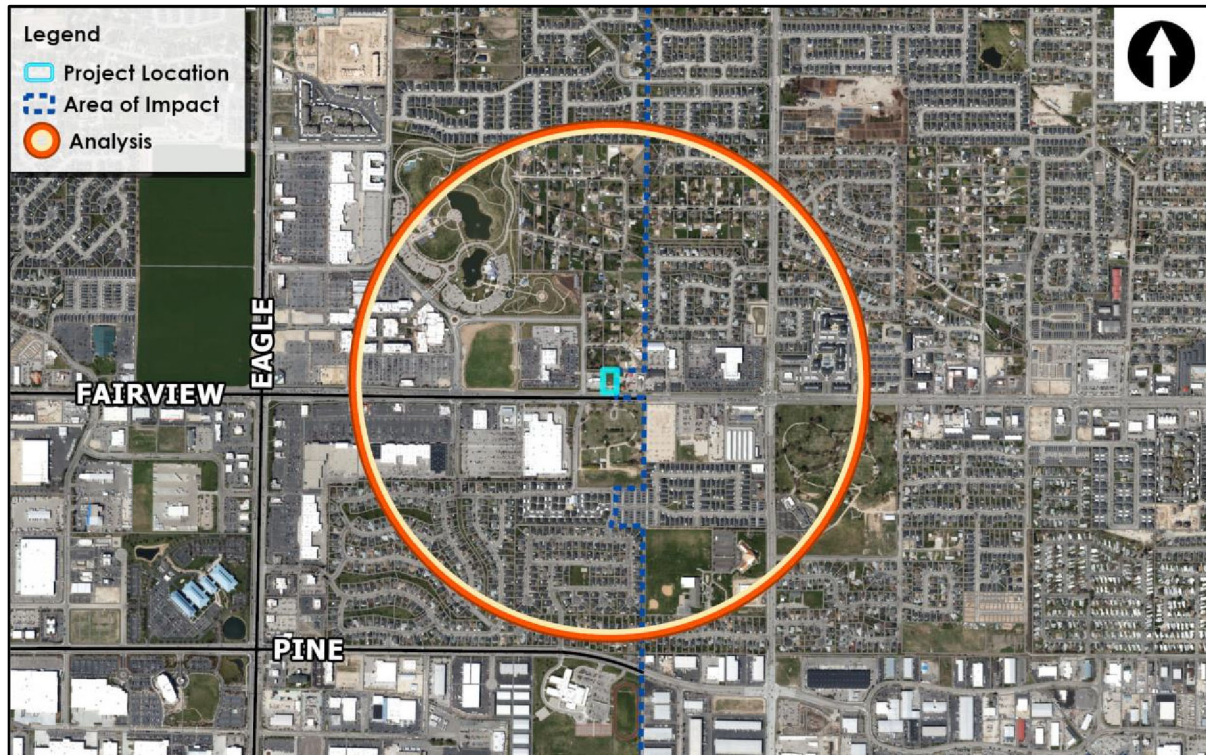
1. Summary of the City Council public hearing:
 - a. In favor: Ethan Mansfield representing the property owner
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: Sean Thompson
 - e. Staff presenting application: Linda Ritter
 - f. Other Staff commenting on application: Bill Parsons
2. Key issue(s) of public testimony:
 - a. Fencing along the adjacent residential property to block headlights from vehicles entering the property.
3. Key issue(s) of discussion by City Council:
 - a. Amplified speakers, fencing
4. City Council change(s) to Commission recommendation:
 - a. No amplified speakers for the property.
 - b. Work with adjacent residential property owner to install fencing that blocks the vehicle headlights entering the property.

VII. EXHIBITS

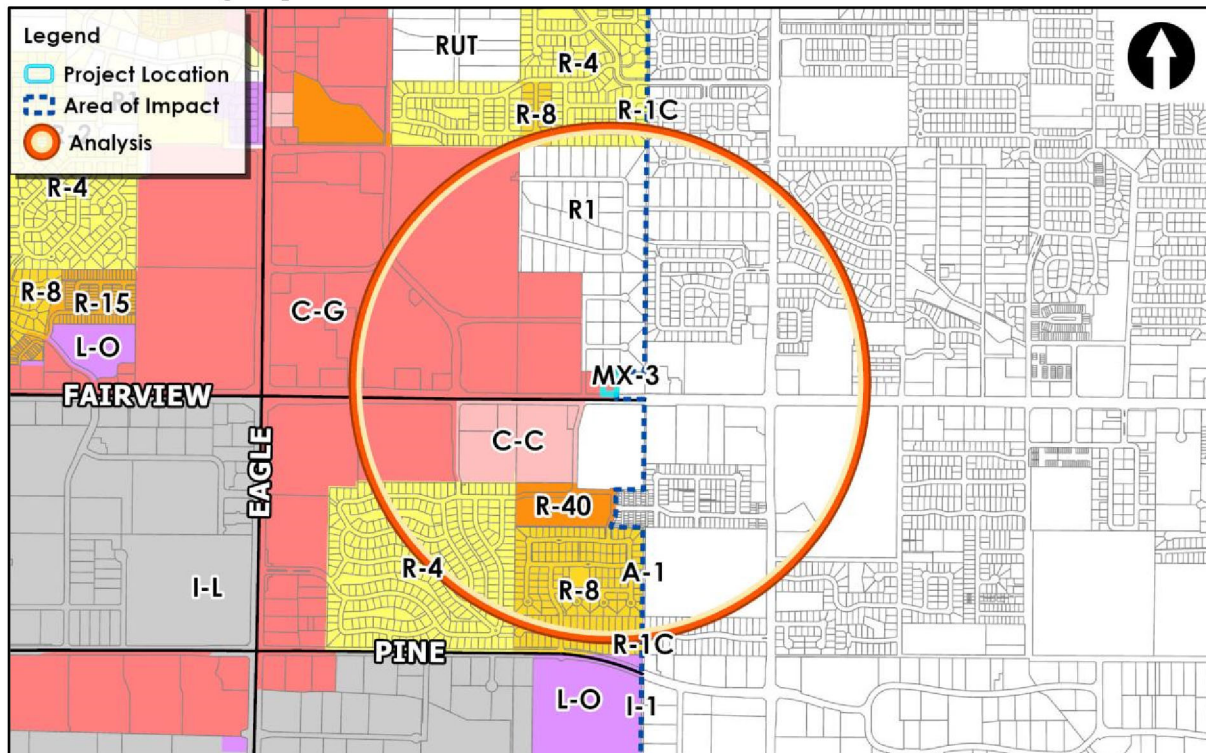
A. Project Area Maps

(link to [Project Overview](#))

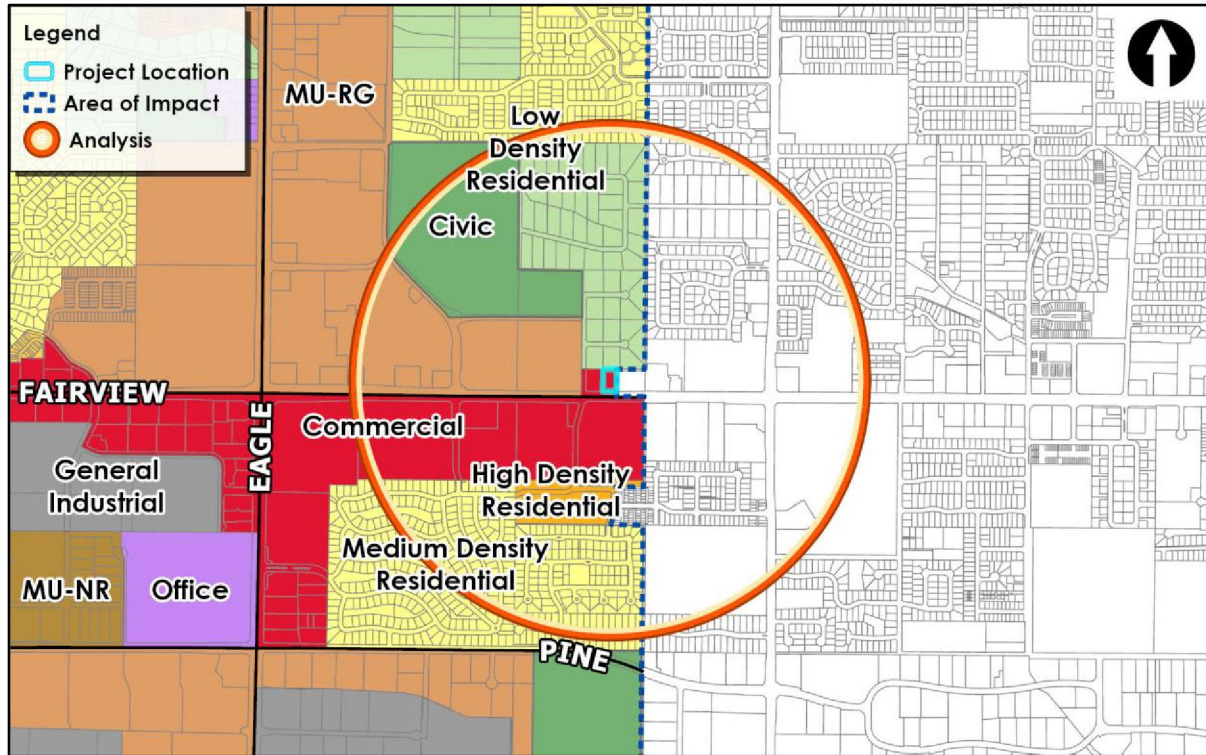
1. Aerial



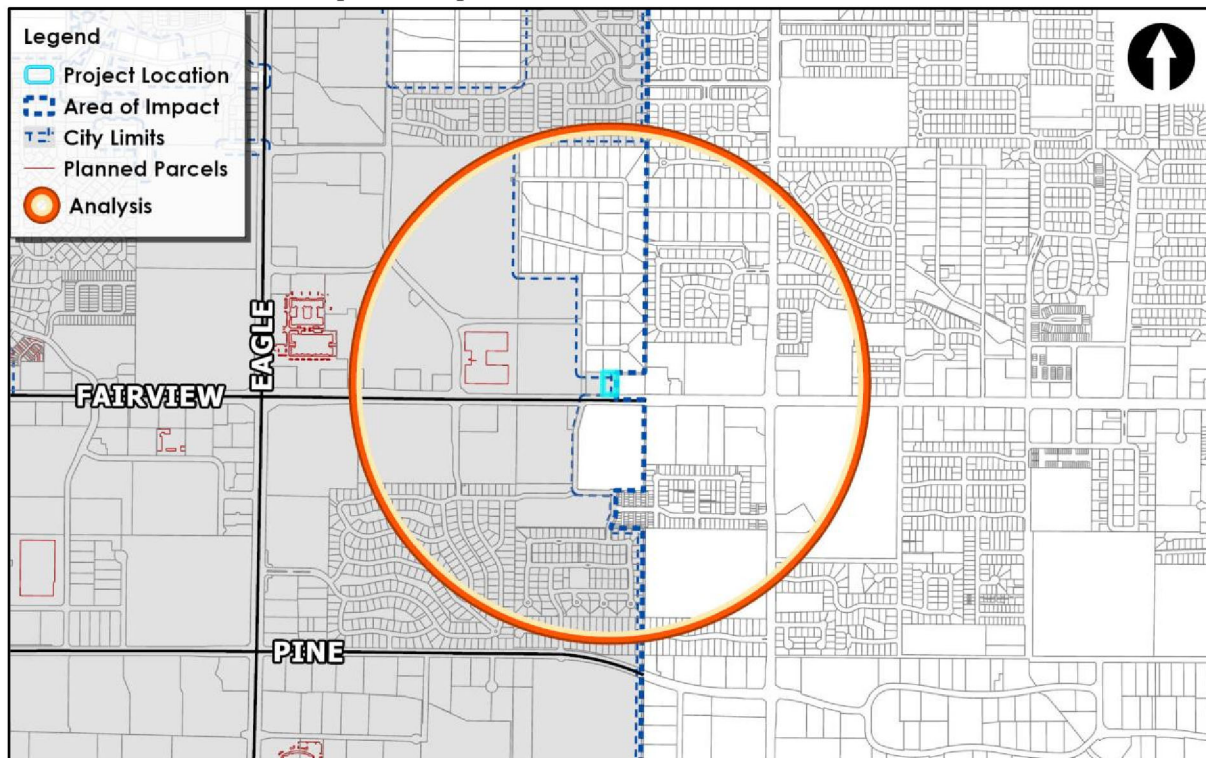
2. Zoning Map



3. Future Land Use



4. Planned Development Map



5. Map Notes

Nearby Recent Preliminary Plats (within last 5-years)

H-2018-0071 H-2019-0121 H-2020-0116 H-2021-0012 H-2022-0008 H-2022-0069 H-2023-0040 H-2023-0058 H-2024-0021
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Nearby Recent Conditional Use Permits (within last 5-years)

H-2018-0107 H-2021-0103 H-2022-0046

B. Subject Site Photos









C. Service Accessibility Report

PARCEL S1104438700 SERVICE ACCESSIBILITY

Overall Score: 29	30th Percentile
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Criteria	Description	Indicator
Location	In City Limits	GREEN
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time 5-9 min.	YELLOW
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Not within 1/4 mile of current or future pathways	RED
Transit	Within 1/4 mile of current transit route	GREEN
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) > existing (# of lanes) & road IS in 5 yr work plan	YELLOW
School Walking Proximity	From 1/2 to 1 mile walking	YELLOW
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

LEGEND

EXISTING USE	PROPOSED USE
EXISTING BUILDING	PROPOSED BUILDING
EXISTING DRIVE	PROPOSED DRIVE
EXISTING SIDEWALK	PROPOSED SIDEWALK
EXISTING PARKING	PROPOSED PARKING
EXISTING LANDSCAPE	PROPOSED LANDSCAPE
EXISTING UTILITY	PROPOSED UTILITY
EXISTING FENCE	PROPOSED FENCE
EXISTING SIGN	PROPOSED SIGN
EXISTING LIGHT	PROPOSED LIGHT
EXISTING TREE	PROPOSED TREE
EXISTING SHrub	PROPOSED SHrub
EXISTING GRASS	PROPOSED GRASS
EXISTING PAVEMENT	PROPOSED PAVEMENT
EXISTING CONCRETE	PROPOSED CONCRETE
EXISTING ASPHALT	PROPOSED ASPHALT
EXISTING GRAVEL	PROPOSED GRAVEL
EXISTING SAND	PROPOSED SAND
EXISTING SOIL	PROPOSED SOIL
EXISTING ROCK	PROPOSED ROCK
EXISTING WOOD	PROPOSED WOOD
EXISTING METAL	PROPOSED METAL
EXISTING GLASS	PROPOSED GLASS
EXISTING PLASTIC	PROPOSED PLASTIC
EXISTING RUBBER	PROPOSED RUBBER
EXISTING LEATHER	PROPOSED LEATHER
EXISTING FABRIC	PROPOSED FABRIC
EXISTING PAPER	PROPOSED PAPER
EXISTING CARDBOARD	PROPOSED CARDBOARD
EXISTING GLASS	PROPOSED GLASS
EXISTING METAL	PROPOSED METAL
EXISTING WOOD	PROPOSED WOOD
EXISTING PLASTIC	PROPOSED PLASTIC
EXISTING RUBBER	PROPOSED RUBBER
EXISTING LEATHER	PROPOSED LEATHER
EXISTING FABRIC	PROPOSED FABRIC
EXISTING PAPER	PROPOSED PAPER
EXISTING CARDBOARD	PROPOSED CARDBOARD

PROJECT TEAM

OWNER	4800 E FAIRVIEW AVENUE
DESIGNER	4800 E FAIRVIEW AVENUE
CONTRACTOR	4800 E FAIRVIEW AVENUE
ARCHITECT	4800 E FAIRVIEW AVENUE
ENGINEER	4800 E FAIRVIEW AVENUE
LANDSCAPE ARCHITECT	4800 E FAIRVIEW AVENUE
PLANNING	4800 E FAIRVIEW AVENUE
ENVIRONMENTAL	4800 E FAIRVIEW AVENUE
UTILITY	4800 E FAIRVIEW AVENUE
CONCRETE	4800 E FAIRVIEW AVENUE
ASPHALT	4800 E FAIRVIEW AVENUE
GRAVEL	4800 E FAIRVIEW AVENUE
SAND	4800 E FAIRVIEW AVENUE
SOIL	4800 E FAIRVIEW AVENUE
ROCK	4800 E FAIRVIEW AVENUE
WOOD	4800 E FAIRVIEW AVENUE
METAL	4800 E FAIRVIEW AVENUE
GLASS	4800 E FAIRVIEW AVENUE
PLASTIC	4800 E FAIRVIEW AVENUE
RUBBER	4800 E FAIRVIEW AVENUE
LEATHER	4800 E FAIRVIEW AVENUE
FABRIC	4800 E FAIRVIEW AVENUE
PAPER	4800 E FAIRVIEW AVENUE
CARDBOARD	4800 E FAIRVIEW AVENUE

PROJECT DATA

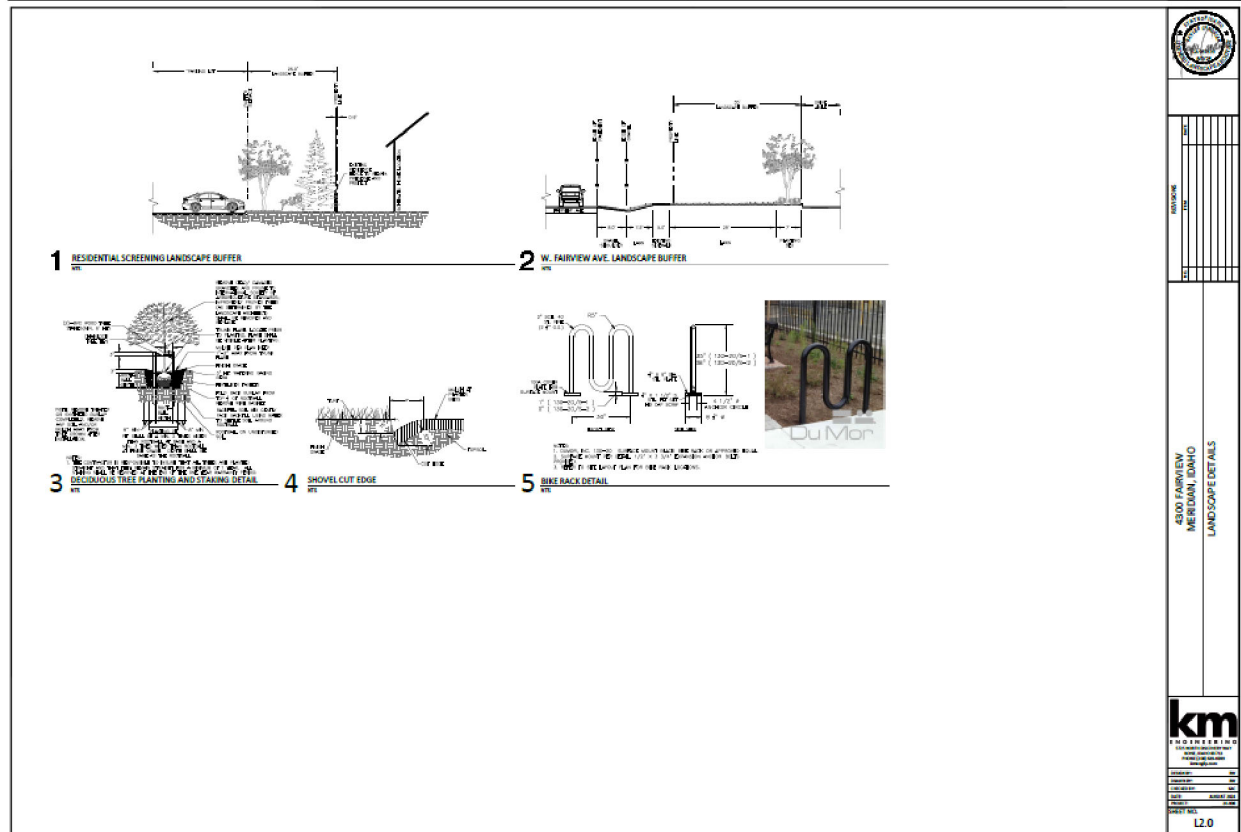
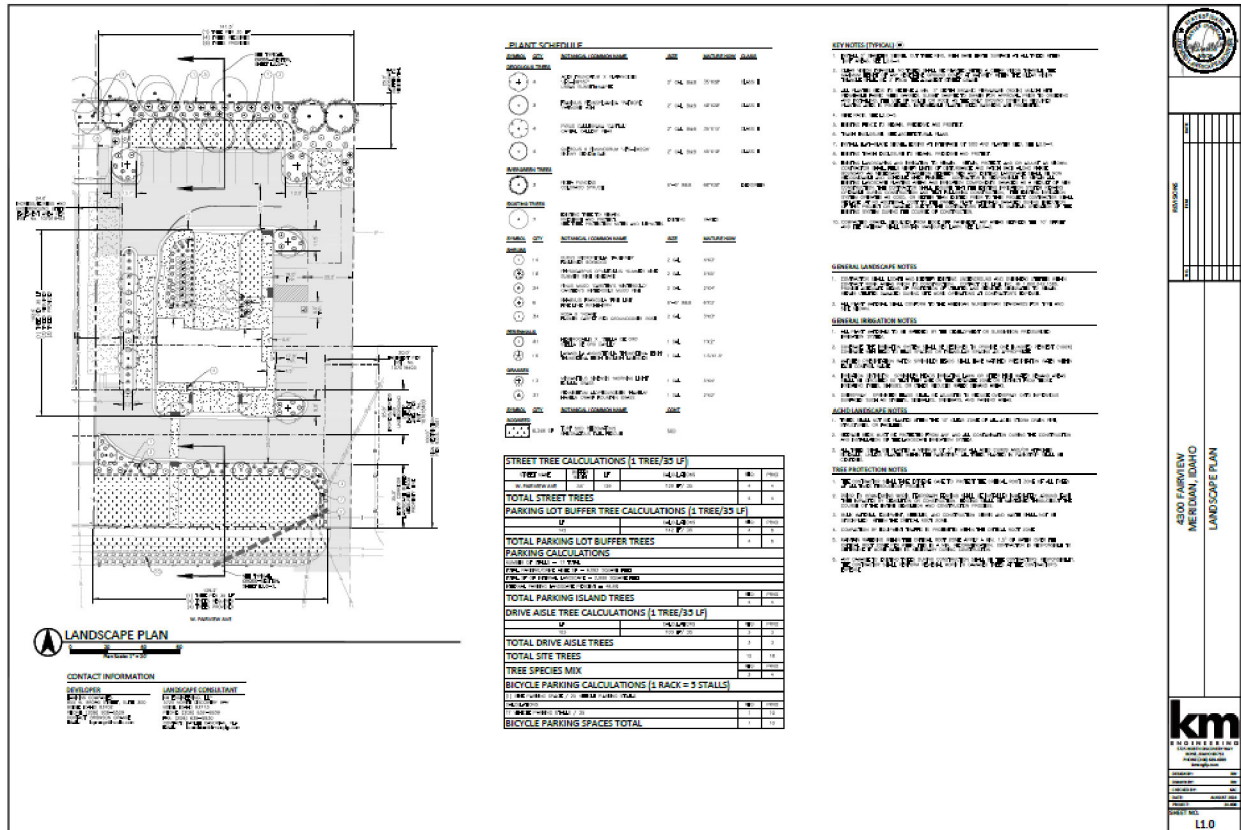
PROJECT NAME	4800 E FAIRVIEW AVENUE
PROJECT ADDRESS	4800 E FAIRVIEW AVENUE
PROJECT CITY	4800 E FAIRVIEW AVENUE
PROJECT STATE	4800 E FAIRVIEW AVENUE
PROJECT ZIP	4800 E FAIRVIEW AVENUE
PROJECT PHONE	4800 E FAIRVIEW AVENUE
PROJECT FAX	4800 E FAIRVIEW AVENUE
PROJECT EMAIL	4800 E FAIRVIEW AVENUE
PROJECT WEBSITE	4800 E FAIRVIEW AVENUE
PROJECT CONTACT	4800 E FAIRVIEW AVENUE
PROJECT DATE	4800 E FAIRVIEW AVENUE
PROJECT SCALE	4800 E FAIRVIEW AVENUE
PROJECT STATUS	4800 E FAIRVIEW AVENUE
PROJECT TYPE	4800 E FAIRVIEW AVENUE
PROJECT CATEGORY	4800 E FAIRVIEW AVENUE
PROJECT SUBCATEGORY	4800 E FAIRVIEW AVENUE
PROJECT PHASE	4800 E FAIRVIEW AVENUE
PROJECT SUBPHASE	4800 E FAIRVIEW AVENUE
PROJECT TASK	4800 E FAIRVIEW AVENUE
PROJECT SUBTASK	4800 E FAIRVIEW AVENUE
PROJECT ACTION	4800 E FAIRVIEW AVENUE
PROJECT SUBACTION	4800 E FAIRVIEW AVENUE
PROJECT RESULT	4800 E FAIRVIEW AVENUE
PROJECT SUBRESULT	4800 E FAIRVIEW AVENUE
PROJECT COMMENT	4800 E FAIRVIEW AVENUE
PROJECT SUBCOMMENT	4800 E FAIRVIEW AVENUE

VICINITY MAP

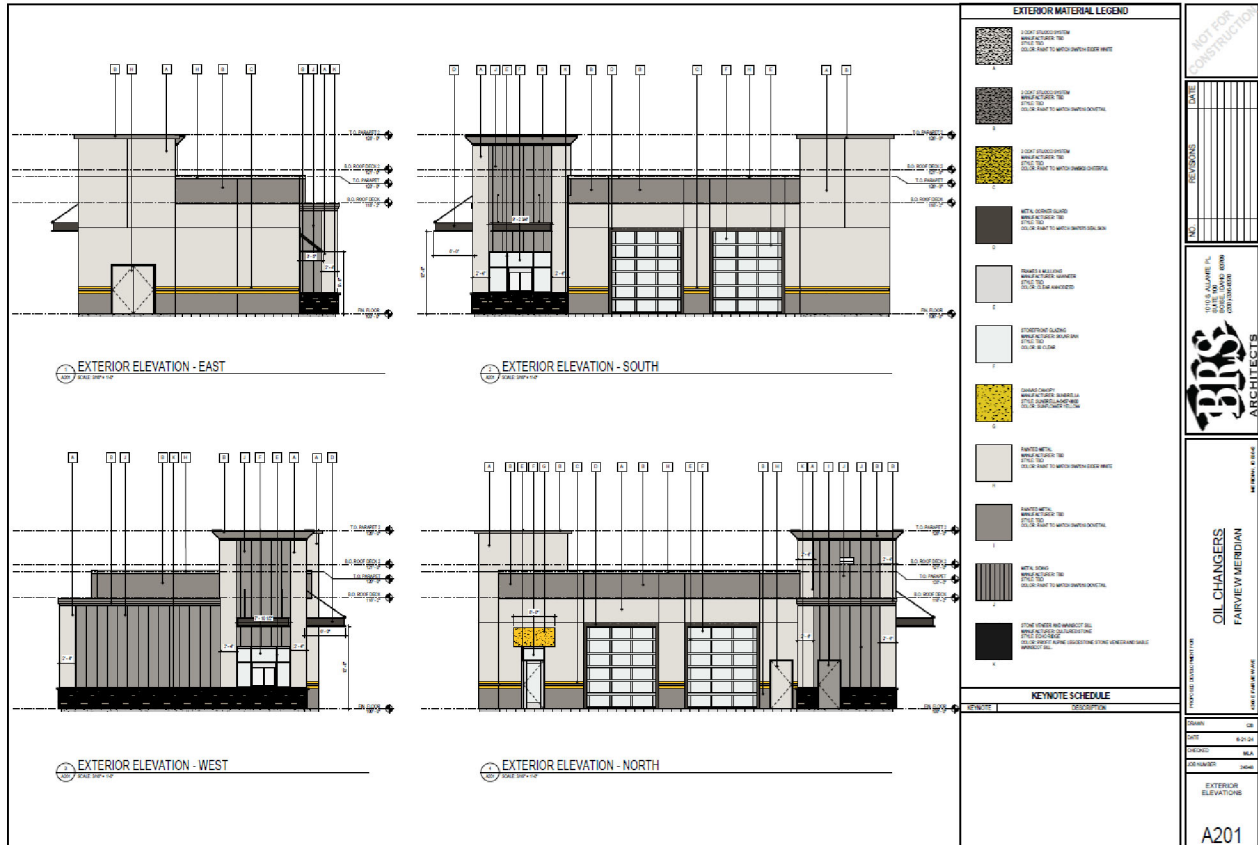
4800 E FAIRVIEW AVENUE
MERRILL, IDAHO
CONDITIONAL USE PERMIT - SITE PLAN

[illegible]

E. Landscape Plan (date: 10/29/2024)



F. Building Elevations (date: 6/21/2024)



VIII. ADDITIONAL NOTES & DETAILS FOR STAFF REPORT MAPS, TABLES, AND CHARTS

(link to [Community Metrics](#))

A. One-Mile Radius Existing Condition Notes

This data is automatically derived from enterprise application and GIS databases, and exported dynamically. Date retrieved notes generally reflect data acquired or processed within the last 30-days. Analysis is based on a one-mile radius from the centroid of the identified parcel. Parcel based data excludes certain properties and represents land as it exists now. Properties considered are only those with a total assessed value greater than 0 (i.e. excludes most HOA area, transitional development, government, and quasi government facilities). The following values also constrain included property acreage to reduce outliers and non-conforming instances from distorting averages: $R-2 < 5.0$; $R-4 < 2.0$; $R-8 < 1.0$; $R-15 < 0.5$; $R-40 < 0.25$.

Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals. Some approved entitlements, and particularly older ones, may be constructed.

Decennial population counts and household counts are based on the most recent Decennial Census. Current population and current household values are COMPASS estimates, usually for the year previous, and are based on traffic analysis zone boundaries (TAZ's).

B. Mixed Use Analysis Notes

This data is derived from enterprise application and GIS databases, and exported dynamically. Data considered for analysis are only those areas overlapping the overall Mixed Use boundary area. Mixed Use areas across arterial roadways are distinct, separate, and not considered as they do not meet the mixed use principles in the Comprehensive Plan (e.g. pedestrian safety, transportation efficiency, etc.). Mixed Use parcel areas may be greater or smaller than the future land use area designation boundary due parcel size, configuration, right-of-way, and other factors. Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals.

C. Service Assessment Notes

This data represents existing conditions derived from our enterprise application and GIS database, exported through dynamic reporting. The system references the most recent available data from various sources, including sewer main lines, sewer trunksheds, floodplain, fire service areas and response times, police crime reporting, pathway information, existing and planned transit, roadway improvements, school and park proximity, and other resources.

The tool provides context for project review, using multiple indicators consistently. Data from similar topics may vary based on different levels of review.

The overall score is based on weighted criteria (not a ranked order), and the percentile score compares the parcel to others in the city (higher is better). This tool was developed as a City Council priority and outcome of the 2019 Comprehensive Plan. Scores, whether high or low, are just one data point and should not be the sole basis for decisions.

D. ACHD Roadway Infographic Notes

The Ada County Highway District utilizes a number of planning and analysis tools to understand existing and future roadway conditions.

- **Existing Level of service (LOS).** LOS indicator is a common metric to consider a driver's experience with a letter ranking from A to F. Letter A represents free flow conditions, and on the other end Level F represents forced flow with stop and go

conditions. These conditions usually represent peak hour driver experience. ACHD considers Level D, stable flow, to be acceptable. The LOS does not represent conditions for bikes or pedestrians, nor indicate whether improvements: are possible; if there are acceptable tradeoffs; or if there is a reasonable cost-benefit.

- **Integrated Five Year Work Plan (IFYWP).** The IFYWP marker (yes/no) indicates whether the specified roadway is listed in the next 5-years. This work may vary, from concept design to construction.
- **Capital Improvement Plan (CIP).** The CIP marker (yes/no) indicates whether the specified roadway is programmed for improvement in the next 20-years.