

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
 2. **Hartman Group LLC, Owner/Developer**
 3. **TNT Holdings LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 20____, 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 **Hartman Group LLC**, whose address is 1412 S. Brooklawn Drive, Boise, Idaho 83709; and **TNT Holdings LLC**, whose address is 1250 E. Piper Court, Meridian, Idaho 83642, 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 as Instrument #97072405 (Medimont Subdivision), 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 3rd of December, 2024, 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 #97072405, Medimont Subdivision) 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:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Hartman Group LLC**, whose address is 1412 S. Brooklawn Drive, Boise, Idaho 83709; and **TNT Holdings LLC**, whose address is 1250 E. Piper Court, Meridian, Idaho 83642, the parties that own and are developing said Property and shall include any subsequent owner(s)/developer(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 #97072405 (Medimont Subdivision), 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 site/landscape plan and conceptual building elevations submitted with the conditional use permit modification (MCU-2024-0003) and shall comply with the associated conditions of approval.
 - b. The minimum rear yard setback shall be ten (10) feet from the property line so as not to encroach in the irrigation pipe easement depicted on the Medimont Subdivision No. 1 plat. All other setbacks shall be as required by the Unified Development Code.

- c. A copy of the executed shared parking and cross-access agreement with the abutting property to the north at 1250 E. Piper Ct. shall be submitted with the Certificate of Zoning Compliance application.
- d. The Owner/Developer shall receive final approval of the property boundary adjustment application (PBA-2024-0009) prior to submittal of the Certificate of Zoning Compliance application.

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, if applicable.
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:
Hartman Group LLC
1412 S. Brooklawn Drive
Boise, Idaho 83709

TNT Holdings LLC
1250 E. Piper Court
Meridian, Idaho 83642

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.

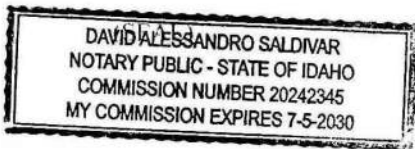
OWNER/DEVELOPER:
Hartman Group LLC

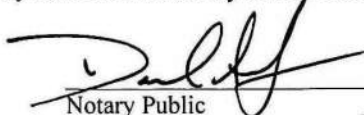
By: 

State of Idaho)
County of Ada) : ss:


On this 27 day of Feb, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared COLLIN HARTMAN, known or identified to me to be the MEMBER of HARTMAN 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.




Notary Public
My Commission Expires: 7.5.2030

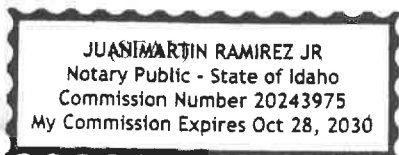
OWNER/DEVELOPER:
TNT Holdings LLC


By:  (TODD EBELING)

State of Idaho)
County of Ada) : ss:

On this 26th day of December, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd EBELING, known or identified to me to be the Member of TNT Holdings 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.




Notary Public
My Commission Expires: Oct 28, 2030

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
 : ss
County of Ada)

On this ____ day of _____, 20____, 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: _____

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A

Parcel A

A parcel of land being all of Lot 4, Block 1 and a portion of Lot 3, Block 1 of Medimont Subdivision No. 1, Book 75, Page 7794, Records of Ada County, said parcel being located in the Northeast Quarter of the Northeast Quarter of Section 18, Township 3 North, Range 1 East, Boise Meridian, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 18, thence along the West line of said Northeast Quarter, South $00^{\circ}29'39''$ West a distance of 80.00 feet to the Northwest corner of said Lot 3; Thence along the West line of said Lot 3, South $00^{\circ}29'39''$ West a distance of 194.99 feet to the True Point of Beginning;

Thence leaving said West line, South $89^{\circ}01'17''$ East a distance of 216.67 feet to a point on the East line of said Lot 3;

Thence along said East line, South $00^{\circ}58'43''$ West a distance of 75.00 feet to the Northeast corner of said Lot 4;

Thence along the East line of said Lot 4, South $00^{\circ}58'43''$ West a distance of 75.00 feet an angle point in the boundary of said Lot 4;

Thence along the boundary line of said Lot 4, South $89^{\circ}01'17''$ East a distance of 29.00 feet to an angle point boundary of said Lot 4;

Thence along the East line of said Lot 4, South $00^{\circ}58'43''$ West a distance of 246.00 feet the Southeast corner of said Lot 4;

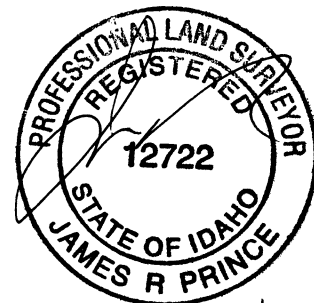
Thence along the South line of said Lot 4, North $89^{\circ}01'17''$ West a distance of 242.32 feet to the Southwest corner of said Lot 4;

Thence along the West line of said Lot 4, North $00^{\circ}29'39''$ East a distance of 321.01 feet to the Northwest corner of said Lot 4, also being the Southwest corner of said Lot 3;

Thence along the West line of said Lot 3, North $00^{\circ}29'39''$ East a distance of 75.00 feet to the True Point of Beginning.

Said Parcel containing 2.118 Acres, (92,272 s.f.) more or less.

End Description
Project No. 24-113
Prepared May 22, 2024

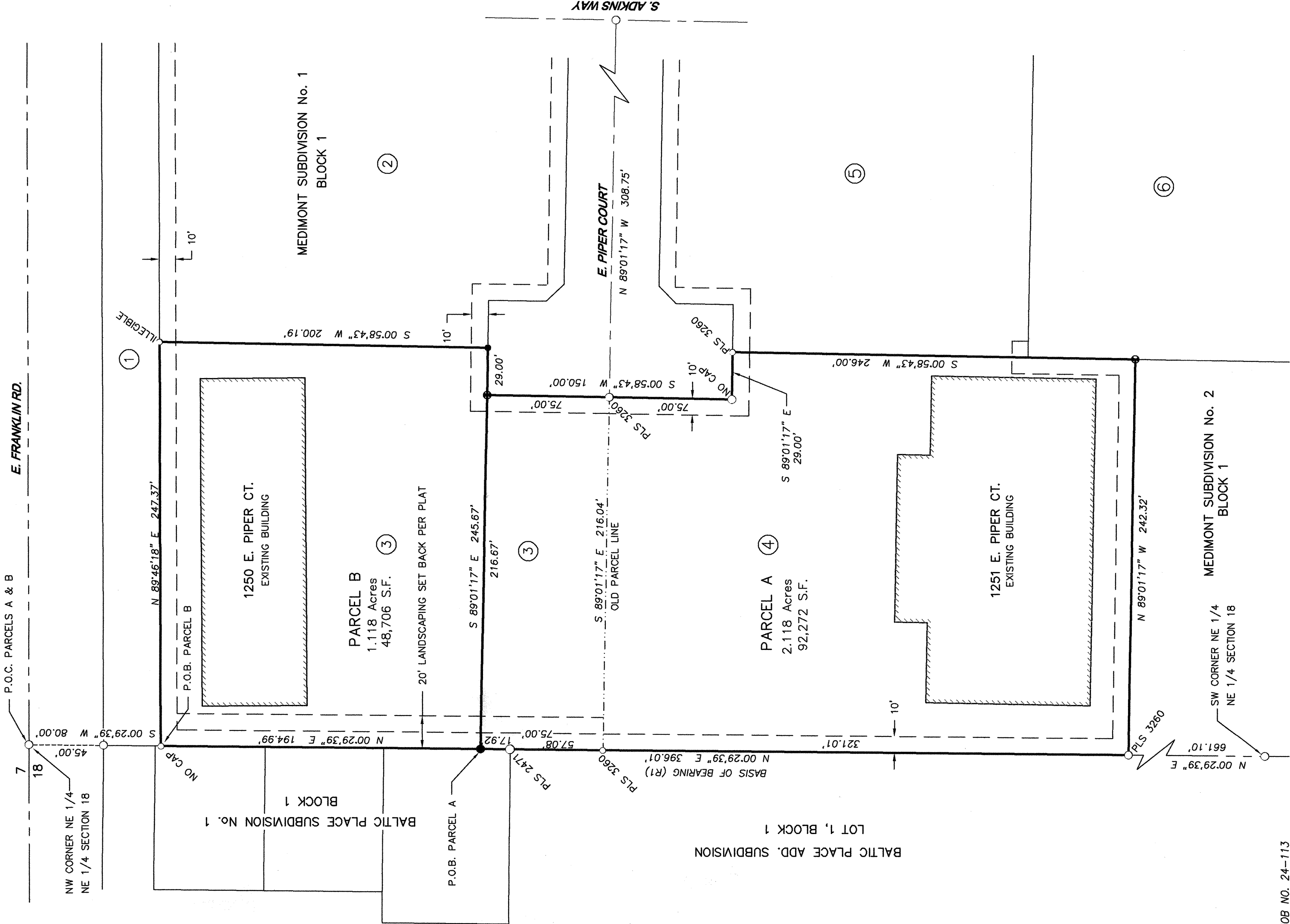


5-24-2024

RECORD OF SURVEY - PARCEL LINE ADJUSTMENT
FOR THE TREASURE VALLEY ATHLETIC CLUB

LOTS 3 & 4, BLOCK 1 OF MEDIMONT SUBDIVISION No. 1, LOCATED IN THE NE 1/4 OF THE NE 1/4
SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
2024

RECORD OF SURVEY No. 14094



GENERAL NOTES

1. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS APPURTENANT TO OR ENCUMBERING THE SUBJECT PROPERTY.
2. ALL FOUND MONUMENTS FIELD LOCATED IN 2024.
3. PORTSIDE LAND SURVEYING, LLC ASSUMES NO LIABILITY FOR CURRENT OR FUTURE COMPLIANCE WITH APPLICABLE PLANNING AND ZONING ORDINANCES AND/OR RESTRICTIONS.

SURVEYOR NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO AID IN A PARCEL LINE ADJUSTMENT APPLICATION WITH THE CITY OF MERIDIAN. THE BOUNDARY LINES SHOWN WERE ESTABLISHED BASED ON FOUND MONUMENTS AND THEIR RELATION TO THE LISTED REFERENCE DOCUMENTS.

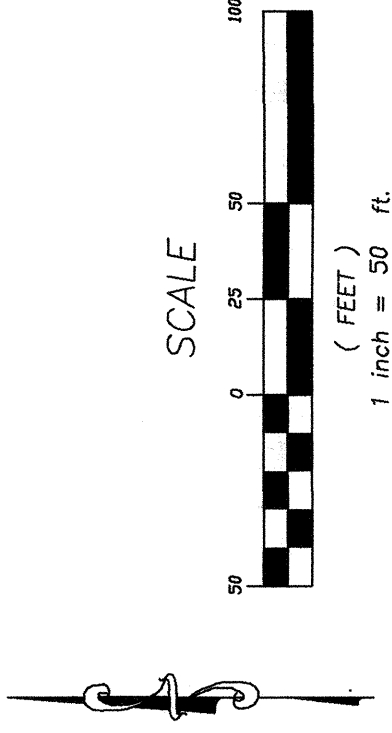
BASIS OF BEARING

N 00°29'39" EAST BETWEEN FOUND MONUMENTS ON THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 18 AS SHOWN ON THE PLAT OF MEDIMONT SUBDIVISION No. 1, BOOK 75, PAGE 7794, RECORDS OF ADA COUNTY.

REFERENCES

RECORDS OF ADA COUNTY

- (R1) PLAT OF MEDIMONT SUBDIVISION No. 1, BOOK 75, PAGE 7794
- (R2) PLAT OF MEDIMONT SUBDIVISION No. 2, BOOK 79, PAGE 8453
- (R3) QUITCLAIM DEED, INSTRUMENT No. 2023-009417

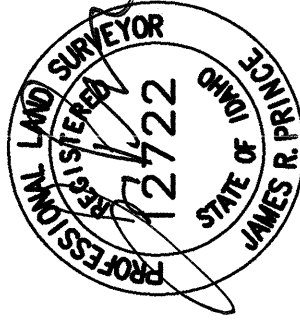


LEGEND

PARCEL BOUNDARY LINE	—
SECTION LINE	- - -
CENTERLINE	- - -
PLATTED EASEMENT LINE, OR AS NOTED	- - -
FOUND 5/8" IRON PIN AS NOTED	○
FOUND 1/2" IRON PIN AS NOTED	○
SET 5/8" IRON PIN WITH CAP, PLS 12722	●
SET 1/2" IRON PIN WITH CAP, PLS 12722	●
SET 1" COPPER MONUMENT, WITH MAGNET, PLS 12722	⊙
CALCULATED POINT	△
DATA OF RECORD WITH REFERENCE NUMBER	(N 89°45'34" W R1)
LOT NUMBER MEDIMONT SUB. No. 1	①
POINT OF BEGINNING	P.O.B.
POINT OF COMMENCEMENT	P.O.C.

CERTIFICATE OF SURVEYOR

I, JAMES R. PRINCE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND THAT IT IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1613.



JAMES R. PRINCE, LS 12722

12-30-2024

CERTIFICATE OF ADA COUNTY RECORDER

INSTRUMENT NO. 2024-073937

STATE OF IDAHO }
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PORTSIDE LAND SURVEYING, LLC, AT 53 MINUTES PAST 4 O'CLOCK P.M., THIS 30 DAY OF December, 2024.

Paul Tipler
EX-OFFICIO RECORDER

Debra J. Gullis
DEPUTY

FEE

PORTSIDE LAND SURVEYING

3626 W. HILL ROAD, BOISE, ID 83703

PHONE: (208) 484-6666

EXHIBIT B

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



In the Matter of the Request for Modification to the Existing Development Agreement for Medimont Subdivision (Inst. #97072405) to Enter into a New Agreement for the Subject Property, Remove the Requirement for a Buffer to Adjacent Residential Land Uses, and Modify the Dimensional Standards and any Other Applicable Provisions; and Modification to the Existing Conditional Use Permit (i.e. CUP-03-056 Meridian Soccer Center) to Expand the Indoor Recreation Facility Use in the I-L Zoning District, by Erik Hagen Architecture.

Case No(s). MCU-2024-0003; H-2024-0033

For the City Council Hearing Date of: November 12, 2024 (Findings on December 3, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of November 12, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of November 12, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of November 12, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of November 12, 2024, 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 November 12, 2024, 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 modification and development agreement modification is hereby approved per the provisions in the Staff Report for the hearing date of November 12, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

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 November 12, 2024

By action of the City Council at its regular meeting held on the 3rd day of December, 2024.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS


VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

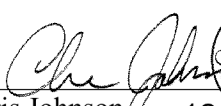
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 12-3-2024

Attest:



Chris Johnson 12-3-2024
City Clerk



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

By:  _____ Dated: 12-3-2024
City Clerk's Office



STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT

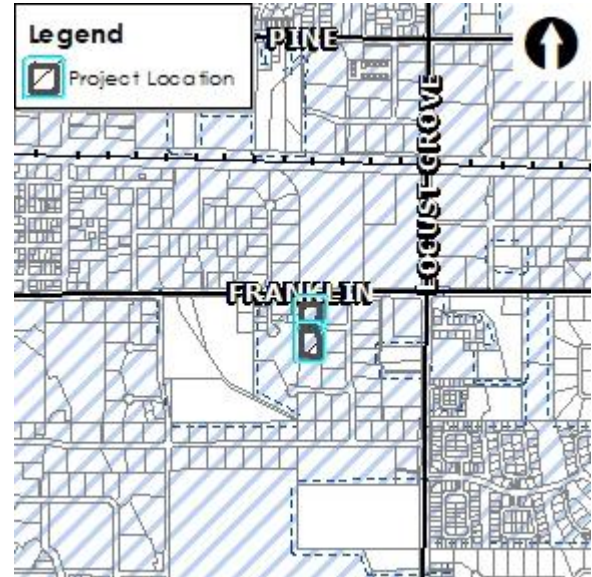
HEARING DATE: 11/12/2024

TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533

SUBJECT: Treasure Valley Athletic Center –
MCU, MDA
[MCU-2024-0003](#)
[H-2024-0033](#)

LOCATION: 1250 & 1251 E. Piper Ct., in the NE 1/4
of Section 18, T.3N., R.1E.



I. PROJECT DESCRIPTION

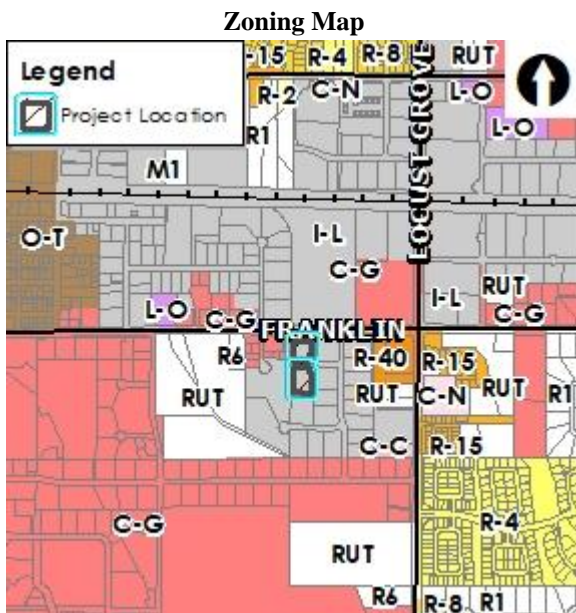
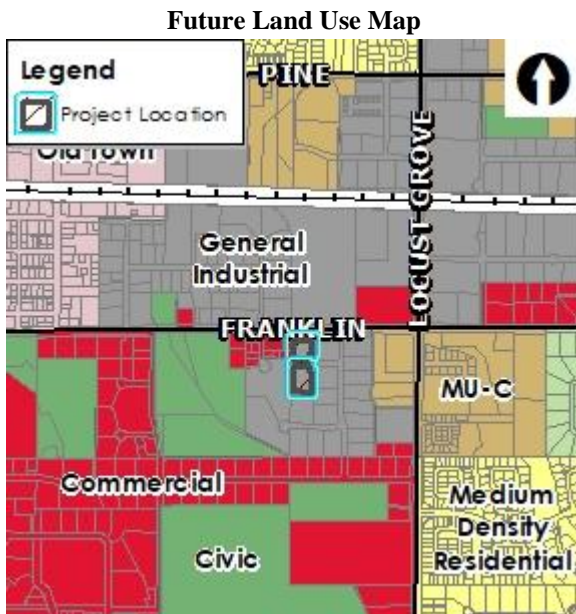
Modification to the existing Development Agreement for Medimont Subdivision (Inst. #97072405) to enter into a new agreement for the subject property, remove the requirement for a buffer to adjacent residential land uses, and modify the dimensional standards and any other applicable provisions; and modification to the existing Conditional Use Permit (i.e. CUP-03-056 Meridian Soccer Center) to expand the indoor recreation facility use in the I-L zoning district.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	2.12-acres	
Future Land Use Designation	General Industrial	
Existing Land Use	Indoor recreation facility	
Proposed Land Use(s)	Same (no change proposed)	
Current Zoning	Light Industrial (I-L)	
Physical Features (waterways, hazards, flood plain, hillside)	NA	
Neighborhood meeting date; # of attendees:	5/13/24	
History (previous approvals)	Annexation (Ord. #755 – Properties West), preliminary plat and final plat was approved for Medimont Subdivision in 1997 (DA Inst. #97072405); CUP-03-056 (Meridian Soccer Center); PBA-2024-0009	

A. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant:

Erik Hagen, Erik Hagen Architecture – 809 N. 18th Street, Boise, ID 83702

B. Owner:

Hartman Group, LLC – 1412 S. Brooklawn Dr., Boise, ID 83709

- C. Representative:
Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date
Newspaper Notification	10/1/2024
Radius notification mailed to properties within 300 feet	9/26/2024
Site Posting Date	10/9/2024
Next Door posting	9/24/2024

V. COMPREHENSIVE PLAN (<https://www.meridiancity.org/compplan>):

FUTURE LAND USE MAP DESIGNATION:

This property is designated General Industrial on the Future Land Use Map (FLUM). This designation allows a range of uses that support industrial and commercial activities. Industrial uses may include warehouses, storage units, light manufacturing, flex, and incidental retail and office uses.

PROPOSED USE: The Applicant proposes to continue the previously approved indoor recreation facility use and expand the use/facility. The previous approval was for an indoor soccer center; the new use is an indoor beach volleyball and weight training facility.

COMPREHENSIVE PLAN POLICIES (<https://www.meridiancity.org/compplan>):

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

- “Require all new and reconstructed parking lots to provide landscaping in internal islands and along streets.” (2.01.04B)

All new parking lot landscaping is required to comply with the standards listed in UDC 11-3B-8C.

- “Permit new development only where urban services can be reasonably provided at the time of final approval and development is contiguous to the City.” (3.01.01F)

City water and sewer service is available to be extended to the proposed addition with development.

- “Increase year-round recreational programming and activities that encourage education, health and wellness, community involvement, and multi-sensory play.” (4.03.01)

The proposed indoor volleyball and weight training facility will provide year-round recreational opportunities for area residents.

VI. STAFF ANALYSIS

A. Development Agreement Modification (MDA):

A Development Agreement (DA) (Inst. #[97072405](#)) was approved in 1997 with annexation of the subject property, which is part of the larger Medimont Subdivision (aka Stonebridge Business Park). Some, but not all, of the provisions in the DA apply to the subject property.

The Applicant proposes a modification to the existing DA to enter into a new agreement for the subject property and remove the requirement for a buffer to adjacent residential land uses to the west, modification to the dimensional standards and other applicable provisions. Only the DA provisions applicable to the subject property are included below; all other provisions are not applicable. A legal description of the property subject to the new DA is included below in Section VIII.E.

The following modifications are proposed to the existing DA provisions: (*Changes shown in strike-out/underline format - Staff analysis in italics*)

- #4e – ~~“Planting Strip—Western Boundary. Provide a permanent, 20-foot wide landscaped easement along all other residential uses adjacent to the property, and allow no encroachment of this strip.”~~

The Applicant proposes to remove this provision. At the time the DA was adopted, the abutting property to the west of Lot 3, Block 1, Medimont Subdivision No. 1, was zoned R-40 and planned to develop with residential uses; subsequently, the property was rezoned to C-G and developed with a mix of commercial (non-residential) uses. Because there is no longer a need for the buffer, Staff is in agreement with excluding this provision from the new DA.

- #4p – ~~“Special Setback Requirements. As presented at public hearings, minimum side yard building setbacks shall be five (5) feet per story from the property line. The minimum rear yard setback shall be twenty (20) ten (10) feet from the property line so as not to encroach in the irrigation pipe easement depicted on the Medimont Subdivision No. 1 plat. Lots 3 through 10, Block 2, shall have a minimum rear yard setback of forty (40) feet. All other setbacks shall be as required in the Zoning and Development Ordinance Unified Development Code.”~~

The Applicant requests the rear yard setback for the subject property is 10-feet instead of 20-feet. Because 10-feet accommodates the 10-foot wide irrigation pipe easement depicted on the plat and the 20-foot buffer to residential uses is no longer necessary, Staff is in agreement with the proposed reduced rear yard setback. Staff recommends the minimum side yard building setback of 5-foot per story is also removed because the current I-L dimensional standards do not require a minimum interior side setback.

- #4s – ~~“Maximum Lot Coverage. The building footprint shall not exceed fifty percent (50%) of the building lot.”~~

Staff recommends removal of this provision as the UDC no longer has restrictions on maximum lot coverage. Note: The building footprints of the existing and future structures have a 39% lot coverage.

Staff has reviewed all other provisions in the DA and does not recommend any other provisions are carried over to the new DA. Staff recommends as a provision of the DA that future development is generally consistent with the site/landscape plans and conceptual elevations submitted with the subject application and complies with the conditions contained herein.

B. Conditional Use Permit Modification (MCU):

A conditional use permit (CUP-03-056) was approved in 2003 for Meridian Soccer Center for a 20,000 square foot (s.f.) indoor soccer field and 3,000 s.f. office, restrooms and a small pro shop for the sale of soccer merchandise in the I-L zoning district.

A modification to the existing Conditional Use Permit (CUP-03-056) is proposed to expand the previously approved indoor recreation facility use in the I-L zoning district in accord with UDC 11-5B-6G. A new 14,700 square foot (s.f.) building is proposed to the north of the existing building, which will contain sand courts for beach volleyball, a mezzanine with a weight and training room and offices, a waiting area, restrooms and a mechanical/utility room; eight (8) additional parking spaces are also proposed on the east side of the building. No additions to the existing building or changes to the existing site are proposed.

The Applicant estimates that on a typical day and evening there will be approximately 30 patrons and two (2) employees within the primary building and 20 patrons and two (2) employees in the secondary building. The primary users of the facility will be people of all ages and the facility will be used from 9 am to 9 pm Monday through Friday and 9:00 am to 7:00 pm Saturday and Sunday. The heaviest periods of use for the facility are anticipated to be evenings and weekends. Tournaments are held in the existing building but will not be held in the new building.

A property boundary adjustment (PBA-2024-0009 TVAC Beach Volleyball & Weight Training Facility) was recently *tentatively* approved between the subject property and the abutting property to the north to shift the northern property line an additional 75-feet to the north to accommodate the new building and parking, subject to completion of several tasks within one (1) year (i.e. by 9/23/2025) (see Record of Survey in Section VIII.D below). **As a provision of the new DA, Staff recommends the Applicant receive final approval of the property boundary adjustment application prior to submittal of the Certificate of Zoning Compliance application.**

Specific Use Standards: There are specific use standards in the UDC that apply to the proposed use, as follows: (*Staff analysis in italics*)

11-4-3-2 – Arts, Entertainment or Recreation Facility, Indoors and Outdoors:

A. General standards.

1. All outdoor recreation areas and structures that are not fully enclosed shall maintain a minimum setback of one hundred (100) feet from any abutting residential districts. The playing areas of golf courses, including golf tees, fairways, and greens, are an exception to this standard. *No outdoor recreation areas are proposed; all activities will take place within the building.*
2. No outdoor event or activity center shall be located within fifty (50) feet of any property line and shall operate only between the hours of 6:00 a.m. and 11:00 p.m. *No outdoor events or activities are proposed.*
3. Accessory uses including, but not limited to, retail, equipment rental, restaurant and drinking establishments, may be allowed if designed to serve patrons of the use only. *The Applicant shall comply with this standard.*
4. Outdoor speaker systems shall comply with section 11-3A-13, "outdoor speaker systems", of this title. *No outdoor speaker systems are proposed.*

B. Additional standards for swimming pools. Any outdoor swimming pool shall be completely enclosed within a six-foot non-scalable fence that meets the requirements of the building code in accord with title 10, chapter 1, of this Code. *A swimming pool is not proposed.*

C. Additional standards for outdoor stage or musical venue. Any use with a capacity of one

hundred (100) seats or more or within one thousand (1,000) feet of a residence or a residential district shall be subject to approval of a conditional use permit. *No outdoor stage or musical venue is proposed.*

- D. [Outdoor lighting.] Outdoor lighting, including lighted fields, designed for the site shall comply with Section 11-3A-11, "outdoor lighting," of this title. These standards may be modified through the approval of a conditional use permit. *The Applicant shall comply with these standards.*

Dimensional Standards: Future development should be consistent with the dimensional standards listed in UDC Table 11-2C-3 for the I-L zoning district, except as otherwise restricted in the DA. The proposed plans demonstrate compliance with the minimum dimensional standards in the UDC and in the DA.

Access: Access is provided to the site via E. Piper Ct., an existing local street. Staff recommends a cross-access easement agreement is required with the abutting property to the north to facilitate cross-parking.

Parking: Off-street parking is required in accord with the standards listed in UDC 11-3C-6B.2, which requires one (1) space for every 2,000 s.f. of gross floor area. Based on 37,700 s.f. (14,700 s.f. for the new structure and 23,000 s.f. for the existing structure), a minimum of 19 spaces are required for the overall site; a total of 65 spaces are proposed at a ratio of 1:580 s.f., exceeding the minimum standard by 46 spaces.

A shared parking agreement was required with neighboring businesses in the Medimont Business Park with the previous CUP application; however, the Applicant does not have a copy of the agreement and believes one may never have been executed. The Applicant is in the process of completing a shared parking and access easement agreement with the abutting property to the north (Dutchman Motorsports). This will allow cross-access between properties and provide more parking for the proposed use if needed during the heaviest periods of use in the evenings and weekends. **Staff recommends as a provision of the new DA that a copy of the executed access and parking easement agreement (or the existing agreement if applicable) is submitted with the Certificate of Zoning Compliance application.**

Per UDC Table 11-3C-5, the required dimensions for 90-degree parking spaces are 9' x 19' – where a bumper overhangs onto a sidewalk or landscape area, the parking stall dimensions may be reduced 2-feet in length if 2-feet is added to the width of the sidewalk or landscaped area planted in ground cover. The site plan submitted with the Certificate of Zoning Compliance application for the proposed improvements should be revised to depict a minimum 7-foot wide sidewalk on the south side of the new building.

A bicycle rack capable of holding at least one (1) bicycle is required per UDC [11-3C-6G](#); bicycle parking facilities are required to comply with the location and design standards listed in UDC [11-3C-5C](#). **Staff recommends a bicycle rack is provided for the new building in accord with these standards and should be depicted on the site plan submitted with the Certificate of Zoning Compliance application along with a detail that demonstrates compliance with the aforementioned design standards.**

Landscaping: A 10-foot wide street buffer is required along E. Piper Ct., landscaped per the standards listed in UDC [11-3B-7C](#). **A detailed landscape plan should be submitted with the Certificate of Zoning Compliance application that demonstrates compliance with these standards.**

Parking lot landscaping is required to be provided for the new section adjacent to E. Piper Ct. in accord with the standards listed in UDC [11-3B-8C](#). **Landscaping should be depicted on the plans submitted with the Certificate of Zoning Compliance application in accord with these**

standards.

There are no residential uses abutting this site; therefore, a buffer to residential uses is not required.

There are existing trees along the (existing) northern boundary of the site that will be removed with development. Mitigation is required for existing trees removed from the site as set forth in UDC [11-3B-10C.5](#). **Additional trees for mitigation should be depicted on the plans submitted with the Certificate of Zoning Compliance application in accord with these standards.**

Sidewalks: An attached sidewalk exists along E. Piper Ct. at the east boundary of the site in accord with UDC 11-3A-17.

A minimum 5-foot wide pedestrian walkway is required to be provided from the perimeter sidewalk to the main building entrance **and should be distinguished from the vehicular driving surface through the use of pavers, colored or scored concrete, or bricks in accord with the standards listed in UDC [11-3A-19.B.4](#). The proposed site plan depicts a walkway, however it appears to be painted striping on the pavement – the plans submitted with the Certificate of Zoning Compliance should comply with the aforementioned standard.**

Pathway: There are no multi-use pathways depicted on the Pathways Master Plan across this site.

Fencing: No new fencing is depicted on the plans. Any fencing constructed on the site should comply with the standards for such in UDC [11-3A-7](#).

Mechanical Equipment: All mechanical equipment on the back of the building or on the rooftop and all outdoor service and equipment should be incorporated into the overall design of buildings and landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets as set forth in UDC [11-3A-12](#). **The plans submitted with the Certificate of Zoning Compliance application should depict the location of all mechanical equipment.**

Trash Enclosure: A trash enclosure exists along the west side of the existing building, which will serve both buildings.

Building Elevations: Conceptual building elevations were submitted as shown in Section VIII.C for the proposed single-story building with a mezzanine; building materials consist of vertical and horizontal metal panels, horizontal corrugated metal panels, fiber-cement panel accents, and glazing with a metal standing seam roof. **The final design is required to be consistent with the Non-Residential design standards for the I-L zoning district listed in the [Architectural Standards Manual](#).**

Certificate of Zoning Compliance & Design Review: A Certificate of Zoning Compliance and Design Review application is required to be submitted for the proposed use prior to submittal of a building permit application to ensure consistency with the conditions in Section IX, UDC standards and design standards for the site design and design of the building.

VII. DECISION

A. Staff:

Staff recommends approval of the proposed MCU and MDA applications with the provisions included in Section IX per the Findings in Section X.

B. The Meridian Planning & Zoning Commission heard these items on October 17, 2024. At the public hearing, the Commission moved to recommend approval of the subject MCU and MDA requests.

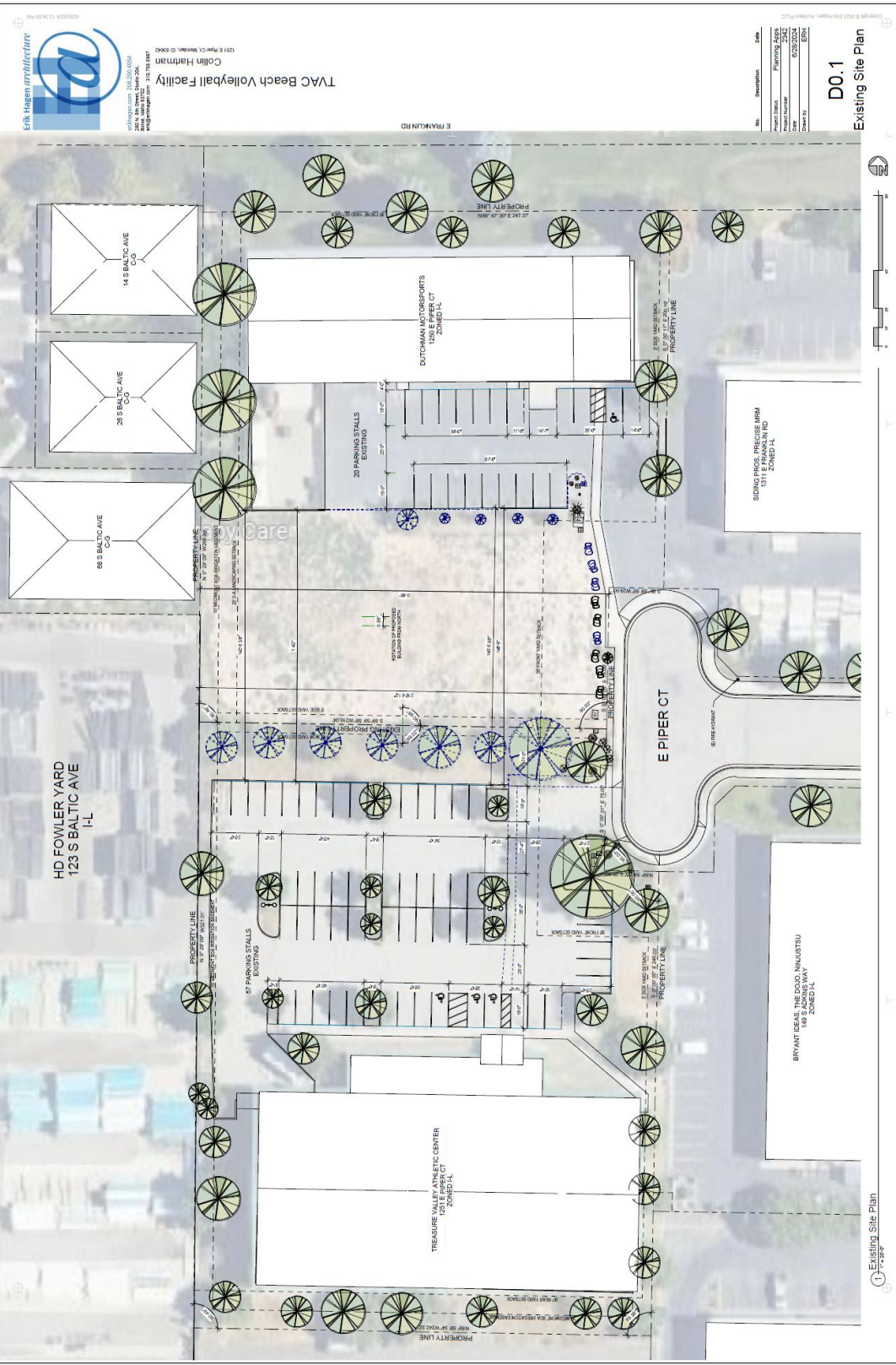
1. Summary of Commission public hearing:
 - a. In favor: Erik Hagen, Erik Hagen Architecture (Applicant's Representative)
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: Erik Hagen, Erik Hagen Architecture (Applicant's Representative)
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by Commission:
 - a. None
4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. None

C. The Meridian City Council heard these items on November 12, 2024. At the public hearing, the Council moved to approve the subject MCU and MDA requests.

1. Summary of the City Council public hearing:
 - a. In favor: Erik Hagen, Erik Hagen Architecture (Applicant's Representative)
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. None
4. City Council change(s) to Commission recommendation:
 - a. None

VIII. EXHIBITS

A. Existing Approved Site/Landscape Plan



HD FOWLER YARD
123 S BAL TIC AVE

PROPOSED 14,700 SF
TVAC BEACH
VOLLEYBALL FACILITY

57 PARKING STALLS
EXISTING

8 PROPOSED
PARKING STALLS

19 PROPOSED
PARKING STALLS

20 EXISTING
PARKING STALLS

DUTCHMAN RESTAURANT
1400 EPIPER CT
ZONED IL

TREASURE VALLEY TENNIS CENTER
101 EPIPER CT
ZONED IL

BAL TIC AVE

EPIPER CT

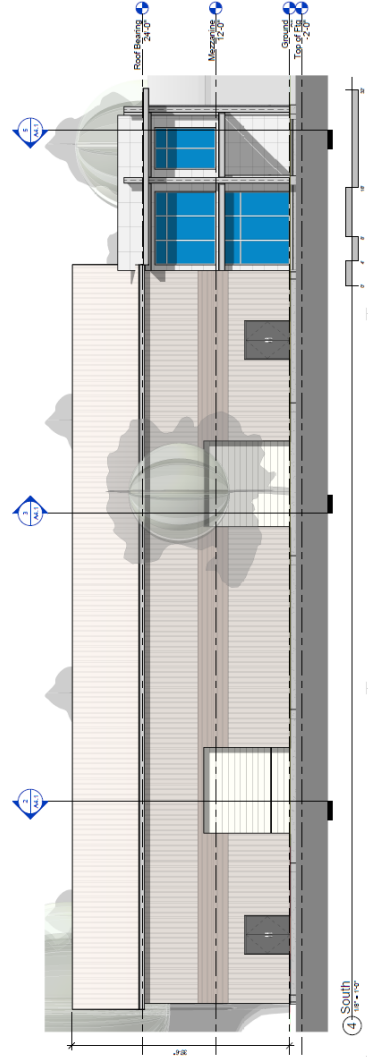
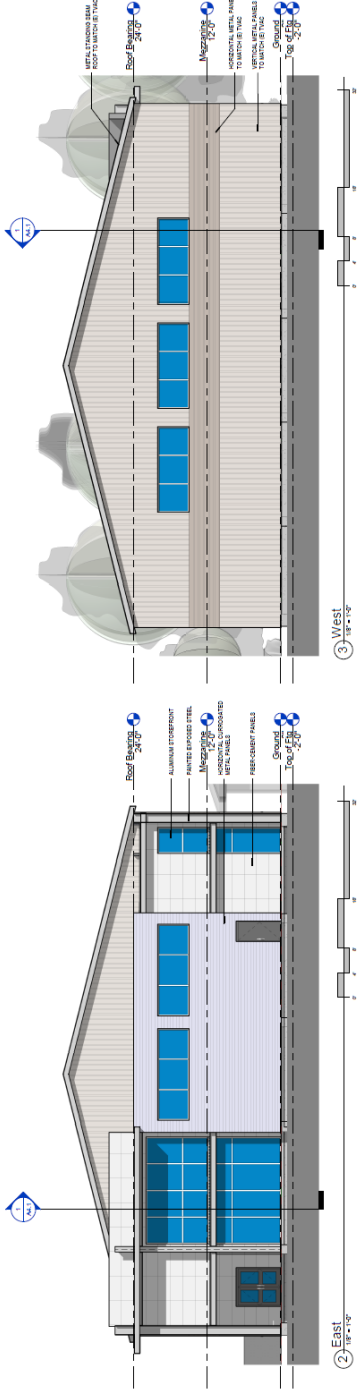
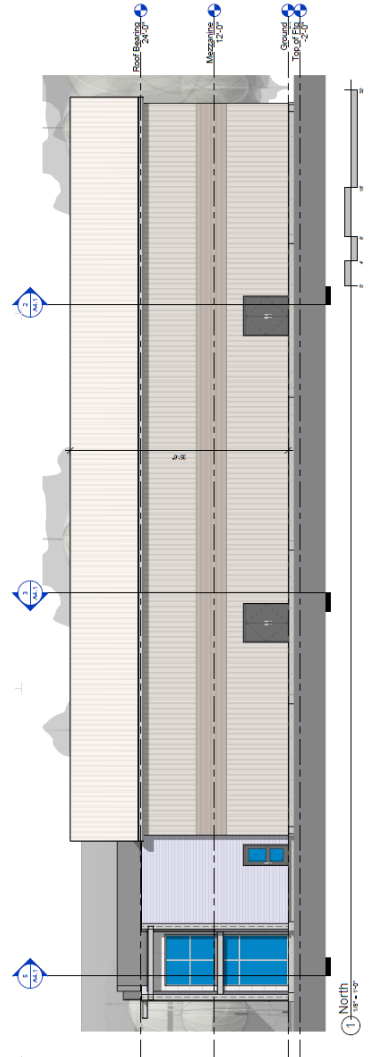
TABLE

No.	Description	Date
1	Project Name	TVAC Beach Volleyball Facility
2	Project Number	2502
3	Client	TVAC
4	Date	11-28-20

No.	Description	Date
1	Project Name	Planning Phase
2	Project Number	2542
3	Design Phase	Schematic Design
4	Owner	TVAC

A3.1

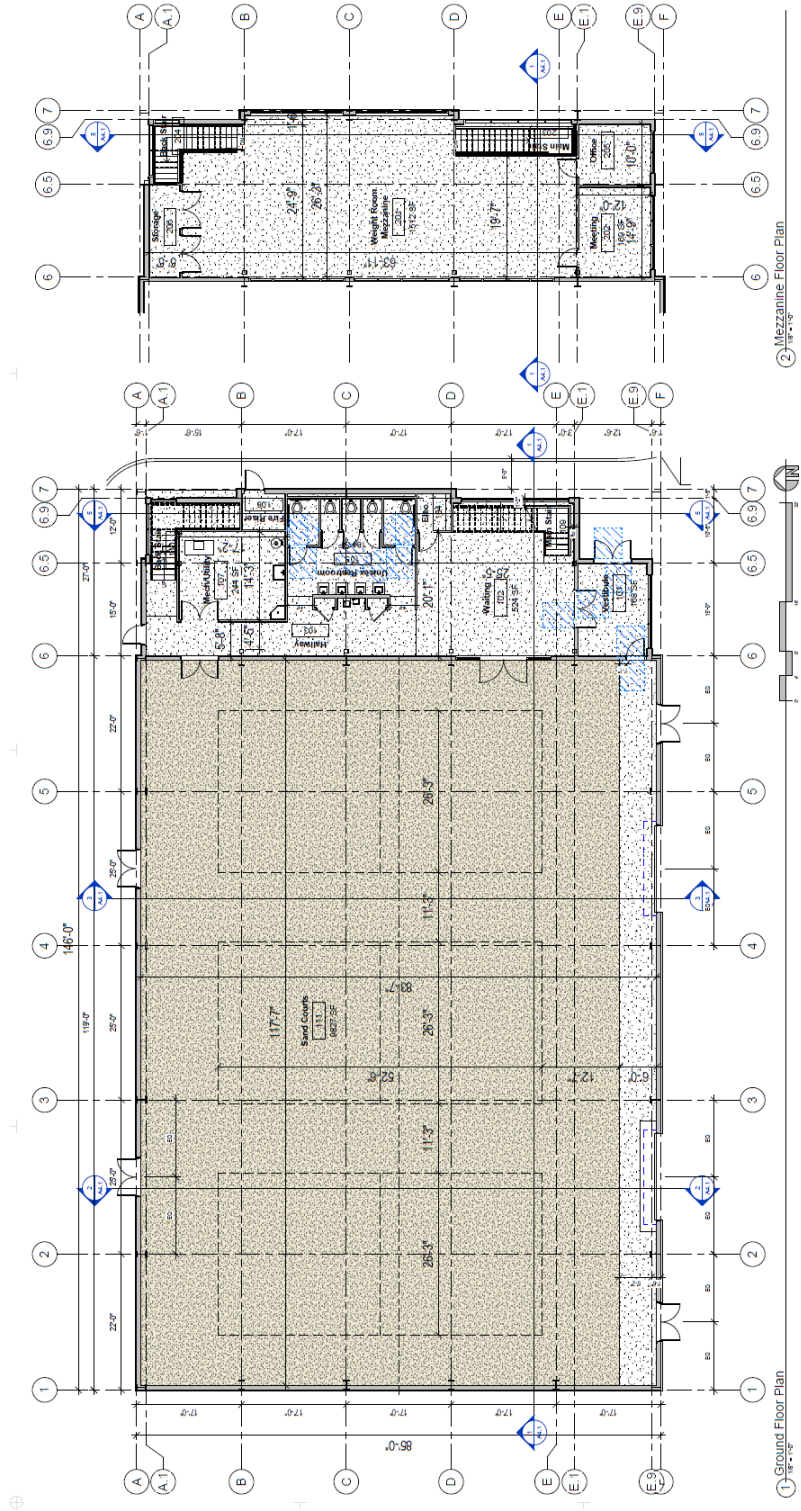
Exterior Elevations





erikhagen.com 202.203.4554
1001 S. 10th St., Suite 100
Minneapolis, MN 55404
Collin Hartman
Principal

TVAC Beach Volleyball Facility
Collin Hartman
1001 S. 10th St., Suite 100
Minneapolis, MN 55404
6/23/2024



No.	Description	Date
1	Project Title	Planning
2	Project Name	TVAC Beach Volleyball Facility
3	Project Number	0000000000
4	Date	6/23/2024
5	Drawn by	ERH

A1.1

Floor Plans

JOB NO. 24-113

E. Legal Description of Property Subject to the New Development Agreement

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A

Parcel A

A parcel of land being all of Lot 4, Block 1 and a portion of Lot 3, Block 1 of Medimont Subdivision No. 1, Book 75, Page 7794, Records of Ada County, said parcel being located in the Northeast Quarter of the Northeast Quarter of Section 18, Township 3 North, Range 1 East, Boise Meridian, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 18, thence along the West line of said Northeast Quarter, South $00^{\circ}29'39''$ West a distance of 80.00 feet to the Northwest corner of said Lot 3; Thence along the West line of said Lot 3, South $00^{\circ}29'39''$ West a distance of 194.99 feet to the True Point of Beginning;

Thence leaving said West line, South $89^{\circ}01'17''$ East a distance of 216.67 feet to a point on the East line of said Lot 3;

Thence along said East line, South $00^{\circ}58'43''$ West a distance of 75.00 feet to the Northeast corner of said Lot 4;

Thence along the East line of said Lot 4, South $00^{\circ}58'43''$ West a distance of 75.00 feet an angle point in the boundary of said Lot 4;

Thence along the boundary line of said Lot 4, South $89^{\circ}01'17''$ East a distance of 29.00 feet to an angle point boundary of said Lot 4;

Thence along the East line of said Lot 4, South $00^{\circ}58'43''$ West a distance of 246.00 feet the Southeast corner of said Lot 4;

Thence along the South line of said Lot 4, North $89^{\circ}01'17''$ West a distance of 242.32 feet to the Southwest corner of said Lot 4;

Thence along the West line of said Lot 4, North $00^{\circ}29'39''$ East a distance of 321.01 feet to the Northwest corner of said Lot 4, also being the Southwest corner of said Lot 3;

Thence along the West line of said Lot 3, North $00^{\circ}29'39''$ East a distance of 75.00 feet to the True Point of Beginning.

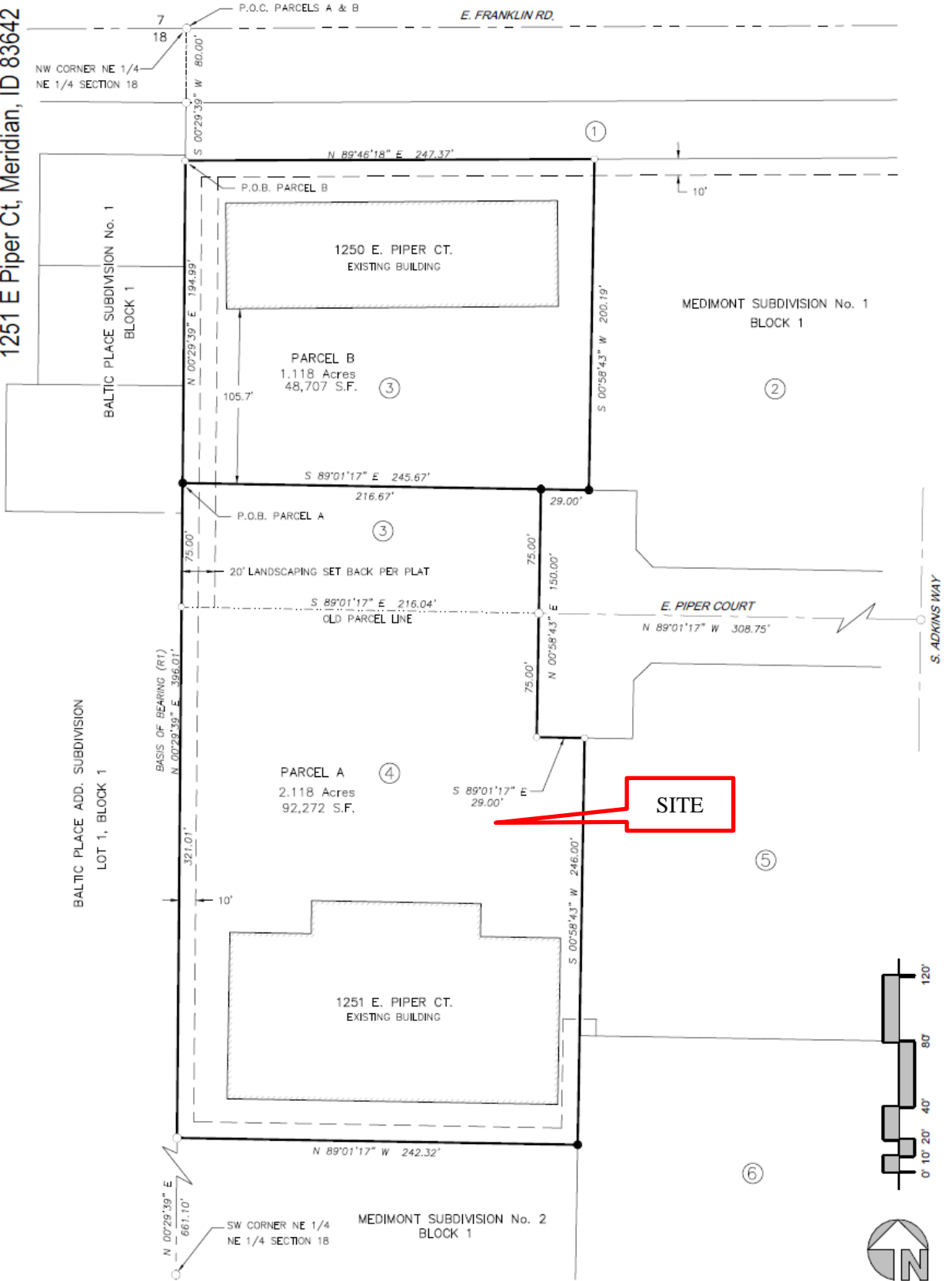
Said Parcel containing 2.118 Acres, (92,272 s.f.) more or less.

End Description
Project No. 24-113
Prepared May 22, 2024



Property Boundary Adjustment Exhibit Map

Treasure Valley Athletic Club
1251 E Piper Ct, Meridian, ID 83642



IX. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING

1. A new Development Agreement (DA) shall be required as a provision of the MDA application for Parcel A shown on the Record of Survey in Section VIII.D, which consists of Lot 3 and a portion of Lot 4, Block 1, Medimont Subdivision No. 1. The previous DA (Inst. #97072405) for Medimont Subdivision shall no longer be in effect for the subject property.

A new DA shall be entered into between the City of Meridian, the property owner(s), and the developer. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the subject application. The DA shall, at minimum, incorporate the following provisions:

- i. Future development of this site shall be generally consistent with the site/landscape plan and conceptual building elevations submitted with the conditional use permit modification (MCU-2024-0003) and shall comply with the associated conditions of approval.
 - ii. The minimum rear yard setback shall be ten (10) feet from the property line so as not to encroach in the irrigation pipe easement depicted on the Medimont Subdivision No. 1 plat. All other setbacks shall be as required by the Unified Development Code.
 - iii. A copy of the executed shared parking and cross-access agreement with the abutting property to the north at 1250 E. Piper Ct. shall be submitted with the Certificate of Zoning Compliance application.
 - iv. The Applicant shall receive final approval of the property boundary adjustment application (PBA-2024-0009) prior to submittal of the Certificate of Zoning Compliance application.
2. The site plan and landscape plan submitted with the Certificate of Zoning Compliance application shall be revised as follows:
 - a. Depict a bicycle rack for the new structure that complies with the location and design standards listed in UDC 11-3C-5C; include a detail of the bicycle rack.
 - b. Depict landscaping within the 10-foot wide street buffer along E. Piper Ct. in accord with the standards listed in UDC 11-3B-7C.
 - c. Depict landscaping within the new planter areas in the parking area on the east side of the new building adjacent to E. Piper Ct. in accord with the standards listed in UDC 11-3B-8C.
 - d. Include mitigation information for existing trees that are removed from the site in accord with the standards listed in UDC 11-3B-10C.5.
 - e. Depict a minimum 5-foot wide pedestrian walkway from the perimeter sidewalk to the main building entrance of the new building distinguished from the vehicular driving surface through the use of pavers, colored or scored concrete, or bricks in accord with the standards listed in UDC 11-3A-19.B.4.
 - f. Depict a minimum 7-foot wide sidewalk on the south side of the new building to allow for 2-feet of vehicle overhang in accord with UDC 11-3C-5B.4.
 - g. Depict all mechanical equipment on the plans. *All mechanical equipment on the back of the building or on the rooftop and all outdoor service and equipment should be incorporated into the overall design of buildings and landscaping so that the visual and*

acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets as set forth in UDC [11-3A-12](#).

3. Any fencing constructed on the site shall comply with the standards for such in UDC [11-3A-6C](#) and [11-3A-7](#).
4. All outdoor lighting shall comply with the standards listed in UDC 11-3A-11. These standards may be modified through the approval of a conditional use permit.
5. A Certificate of Zoning Compliance and Design Review application shall be submitted and approved for the proposed structure and associated site improvements prior to submittal of a building permit application. The design of the proposed structure shall comply with the Non-Residential design standards for the I-L zoning district in the Architectural Standards Manual.
6. 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.

Please see the project files ([H-2024-0033](#) & [MCU-2024-0003](#)) included in the public record for other City Department and Agency comments.

X. FINDINGS

Conditional Use (UDC 11-5B-6)

Findings: 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.

The City Council finds the site is large enough to accommodate the proposed development and meet all dimensional and development regulations of the I-L zoning district.

2. That the proposed use will be harmonious with the Meridian comprehensive plan and in accord with the requirements of this title.

The City Council finds the proposed the expansion of the indoor recreation facility use will be harmonious with the Comprehensive Plan and is consistent with applicable UDC standards with the conditions noted in Section IX 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.

The City Council 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 if the applicant complies with the conditions noted in Section IX of this report.

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 City Council finds the proposed use will not adversely affect other properties in the vicinity if it complies with the conditions in Section IX of this report.

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.

The City Council 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.

The City Council 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.

The City Council 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. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

The City Council 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:

- a. 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.

- b. 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.