



Planning & Development Services

Boise City Hall, 2nd Floor
150 N. Capitol Boulevard
P. O. Box 500
Boise, Idaho 83701-0500

Phone: 208/384-3830
Fax: 208/384-3753
TDD/TTY: 800/377-3529
Website: www.cityofboise.org/pds

MEMORANDUM

TO: Mayor and Boise City Council

FROM: Hal Simmons
Planning Director
Boise City Planning and Development Services

DATE: May 18, 2011

RE: CAR11-00006 / The Garden Center / 3858 N. Garden Center Way

The following application is scheduled for **June 21, 2011**.

Dave McKinnon is requesting a modification of a development agreement to remove the limitation of office space on the ground floor of an existing three-story building located at 3858 N. Garden Center Way in a C-1/DA (Neighborhood Commercial with Design Review and a Development Agreement) zone.

PUBLIC NOTIFICATION

Newspaper publication: May 20, 2011

Radius Notices: June 6, 2011

Site Posting: May 13, 2011

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Summary Analysis

In 2005, approval was granted to construct a mixed use planned development (36th Street Garden Center Plaza) with commercial and office uses generally located on the east side of the site, and residential uses located on the west. A development agreement was required to restrict the commercial uses and to better define the live/work units. The approved uses include restaurants, a garden center, specialty retail, office, townhomes and live/work units.

The applicant is requesting a modification to the development agreement to remove the requirement that the first floor of Building B; a three-story office/retail building, be predominantly retail. The current condition reads, "The first floor may be either all retail or may be split between office and retail use with the predominant amount of square footage being used for retail." The applicant would like the flexibility to utilize the entire first floor for office use; however, he does not wish to preclude other uses allowed within the C-1 zone. The applicant has been marketing this building for the past two years for both retail and office and has been unsuccessful in finding retail users. The ± 19,300 square foot building is located on the southeast corner of Catalpa Street and Garden Center Way. The building is comprised of several uses which include the Terteling Company, Inc. office headquarters on the third floor, a law office, jewelry designer, counselor, and psychiatric nurse practitioner on the second floor. Approximately 1,435 square feet of the second floor and the entire first floor (±4,500) is vacant. However, the applicant has a signed lease for the smaller south half of the building's first floor for a new medical office.

Building C, is a single-story, ±1,800 square foot structure that abuts 36th Street. This building was restricted by the development agreement for retail use only; however, in 2007 the City Council, upon request of the applicant, modified the agreement to allow medical offices. The building is currently occupied with a dental office. Building D (abutting 36th Street) is restricted to retail uses and is occupied by a small grocery store (Brown Box Organics). Building A, is comprised of a ± 9,000 square foot Garden Center and ± 3,000 Bistro. Velomech bike shop occupies one of the live/work units and Building E is planned for bulky retail to serve as an accessory use to the Garden Center. The area is currently used as an open air shade structure for outdoor retail sales. Together, the existing retail uses will help off-set the loss of retail in Building B. The economy has changed greatly since the first development agreement was approved in 2005. The proposed modification does not preclude future retail use of this building. Additionally, the parking will not be affected as the requirement for office and retail uses are the same.

The purpose of the use restrictions as outlined in the development agreement was to help create a mix of residential, office, and retail uses, allowing for trip capture and to provide neighborhood services closer to a large residential area, aimed at shortening vehicle trips and encouraging more pedestrian and bicycle trips. Staff believes the new medical office, which will soon move into the first floor of the building together with future office and/or commercial uses will provide services for the neighborhood while allowing trip capture. The first floor of the building has remained empty for the past two years. Occupancy of the building will be a benefit to the existing commercial, residential, and office uses within the Garden Center and the surrounding neighborhood.

The following outlines the proposed modification to the development agreement:

The buildings depicted on the site plan (**Exhibit C**) are restricted as follows [changes from the initial Development Agreement are indicated in bold/italics below]:

- Building A depicted on Exhibit C shall be restricted to:
 - a. A 60-seat café or 3,000 square foot retail use; AND
 - b. A 9,000 square foot garden center.
- Building B depicted on Exhibit C shall be restricted to retail and office uses. ***Building B shall not exceed 19,300 square feet and three stories in size. The height of Building B shall not exceed 48 feet. ~~The first floor may be either all retail or may be split between office and retail use with the predominant amount of square feet being used for retail.~~***
- Building C (abutting 36th Street) and depicted on Exhibit C shall be restricted to medical office and/or dental office and retail uses only; office uses are prohibited. The building shall have a minimum footprint of 2,500 square feet.
- Building D (abutting 36th Street) and depicted on Exhibit C shall be restricted to retail uses only; office uses are prohibited. The building shall have a minimum footprint of 2,500 square feet.
- Building E depicted on Exhibit C, and described as “Proposed New Retail,” shall be restricted to bulk retail use.

FINDINGS

1. Comply with and conform to the Comprehensive General Plan.

The proposed modifications will continue to support the goals and objectives of the Comprehensive Plan. The anticipated variety of office uses will provide the surrounding neighborhood with services and amenities that are convenient, visually pleasing and properly integrated and designed to encourage walking and cycling (*Goal 7.2*). *Goal 8.1* strives for a city that minimizes suburban sprawl, that provides for a mixture of lifestyles and atmospheres, a sense of place throughout different areas of the City, and that efficiently provides basic services and facilities in close proximity to where people live. The modification will allow the Garden Center development to continue to offer a variety of services that are desirable to the residents of the neighborhood.

2. Provide and maintain sufficient transportation and other public facilities, and does not adversely impact the delivery of services by any political subdivision providing services.

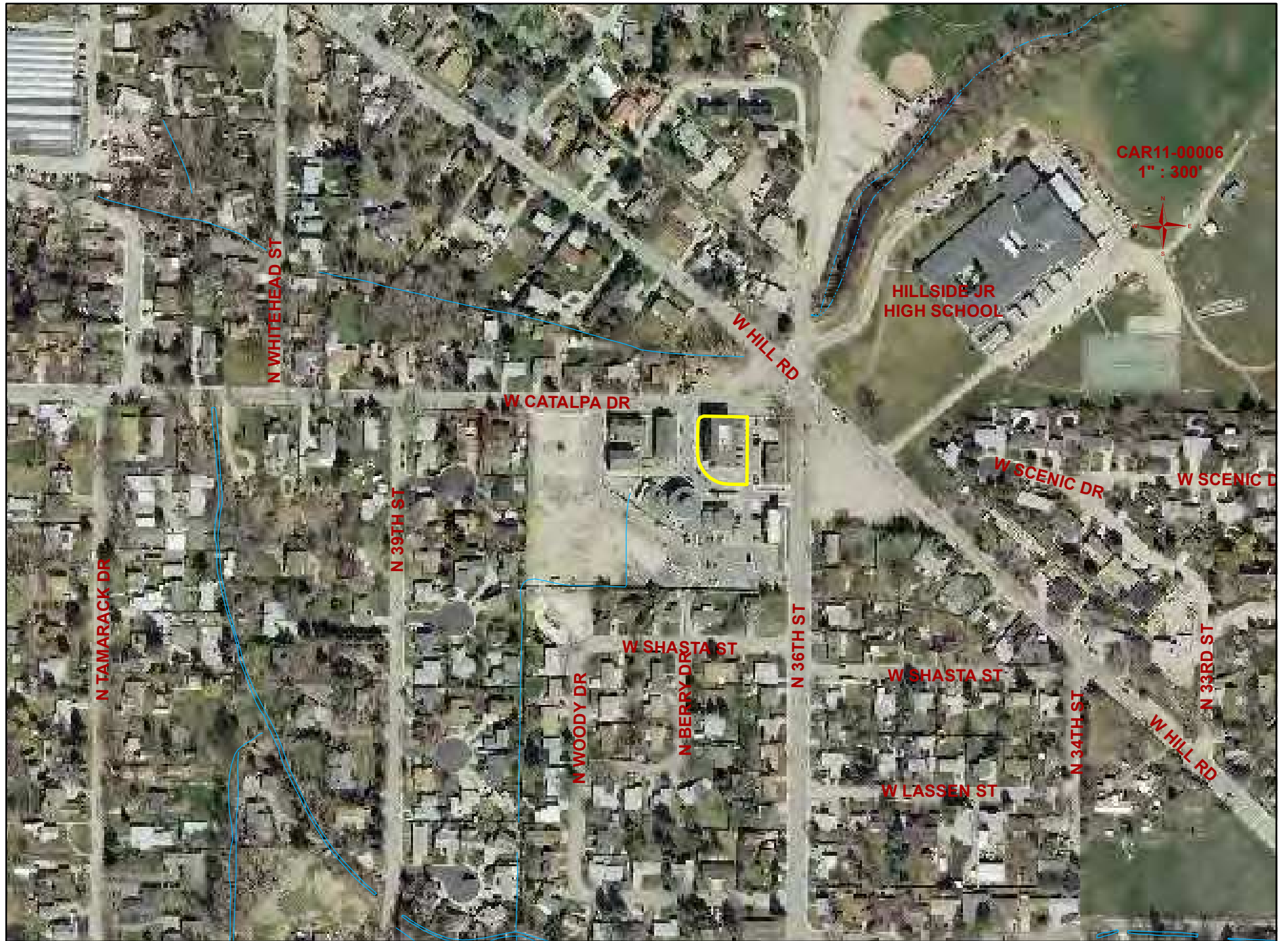
The modification of the development agreement to allow unrestricted office on the first floor, in lieu of a mix of commercial and office uses, will not adversely affect public services or the transportation system in the vicinity, as the use is not changing greatly from the original 2005 approval. If the requirement for retail is removed, the traffic impact on the surrounding neighborhood could decrease slightly. The Ada County Highway District had no comments, as the changes are not expected to generate any additional vehicle trips. As such, the streets in the vicinity of the site will continue to function at acceptable levels of service. Comments received from the Boise City Fire and Public Works Departments indicate the project can be approved with standard conditions.

3. Maintain and preserve compatibility of surrounding zoning and development.

The modification will continue to preserve compatibility of the surrounding zoning and development. The three-story building is occupied, with the exception of the first floor. A vacant storefront does not bring vitality to a neighborhood. The first floor of the building has remained empty for the past two years and occupancy of the building will be a benefit to the existing commercial, residential, and office uses within the Garden Center and the surrounding neighborhood. Properties abutting the 6.56 acre development are single-family homes with R-1C zoning with the exception of Hillside Junior High School (A-1 zone), located northeast of the site. There are no physical changes to the site that would impact the compatibility of other land uses in the general neighborhood.

Conditions of Approval

1. Within one year from the date City Council approves the amended development agreement, the applicant shall submit the signed and notarized agreement to the City for final review by the Planning Director, Legal Counsel and Mayor. The City Clerk will then record the document with the Ada County's Records Office at which time the development agreement will become final.
2. The amended Development agreement allows unlimited office use on the first floor of Building B.



CAR11-00006
1" : 300'



HILLSIDE JR
HIGH SCHOOL

W HILL RD

W CATALPA DR



W SCENIC DR

W SCENIC DR

W SHASTA ST

W SHASTA ST

W LASSEN ST

W HILL RD

N WHITEHEAD ST

N 39TH ST

N TAMARACK DR

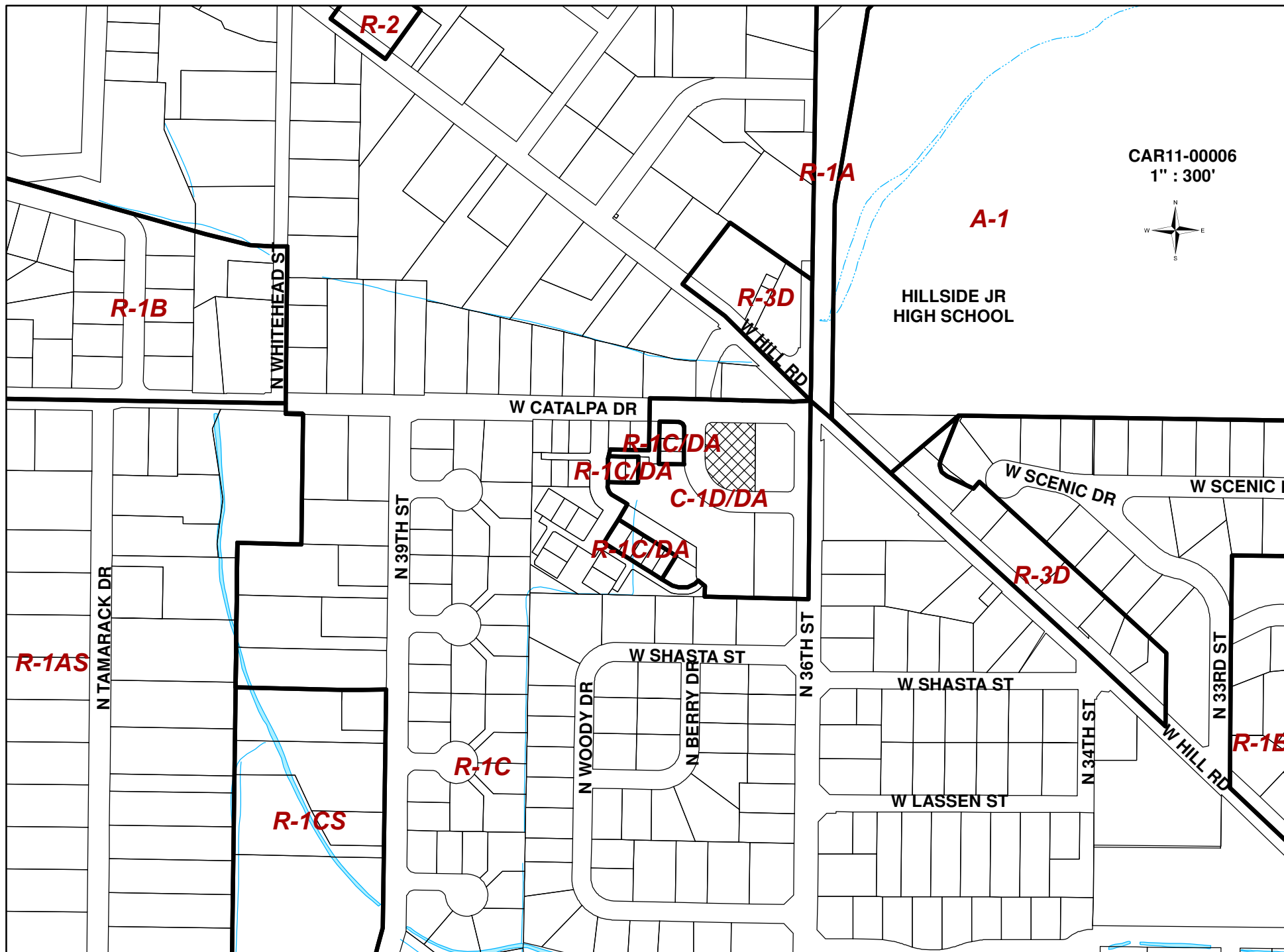
N WOODY DR

N BERRY DR

N 36TH ST

N 34TH ST

N 33RD ST





April 27, 2011

RECEIVED

Mayor Dave Bieter and Members of the Boise City Council
150 N Capitol Blvd
Boise, ID 83702

APR 27 2011
DEVELOPMENT
SERVICES

Dear Mayor Bieter and Members of the Boise City Council,

Please accept the attached request for the modification of the Development Agreement for the 36th Street Garden Plaza Subdivision. The modification request to eliminate the statement that the 1st floor of the 3 story office Building (building "B") shall be "predominantly retail". We are requesting this modification so that we can market and utilize the entire first floor of the building for office uses or for other uses that are allowed within the C-1 Zone, without being limited to the majority of the space being leased to a retail user.

We have been marketing the building for the past 2-years for both retail and office uses and have been unsuccessful in marketing the building to retail users. We have, however, been successful in marketing the building to office users (through a combination of lower than hoped for lease rates and the overall attractiveness of the development) and we believe that we could fill the first floor with office users if this limitation on use is eliminated.

With a large retail building located next door (the 36th Street Garden Center and Bistro), and a smaller retail grocery store across the parking lot (Brown Box Organics), as well as a bike shop (Velomech) in a live/work unit to the west, the corner of 36th Street, Catalpa and Hill Road is well populated with retail uses.

We will continue to market the building to both office and retail users, however with the requested modification, if approved, will no longer limit the building to a narrow group of retail uses and allow us to enter into lease agreements on the first floor with non-retail uses or retail uses without regard to whether retail uses are predominant or not.

I have attached a copy of a restated Development Agreement with the modification request; the proposed modification is located on the second page of the Development Agreement, subsection 3, bullet point #2. I have used ~~struck through~~ font to represent parts of the Development Agreement to be eliminated, as indicated below:

The buildings depicted on Site Plan (Exhibit C) are restricted as follows [changes from the Initial Development Agreement are indicated in bold/italics below]:

- Building A depicted on Exhibit C shall be restricted to:
 - a. A 60-seat café or 3,000 square foot retail use; AND
 - b. A 9,000 square foot garden center.
- Building B depicted on Exhibit C shall be restricted to retail and office uses. Building B shall not exceed 19,300 square feet and three stories in size. The height of Building B shall not exceed 48 feet. ~~The first floor may be either all retail or may be split between office and retail use with the predominant amount of square feet being used for retail.~~
- Building C (abutting 36th Street) and depicted on Exhibit C shall be restricted to medical office and/or dental office and retail uses only; office uses are prohibited. The building shall have a minimum footprint of 2,500 square feet.

CAR 11 02 006

- Building D (abutting 36th Street) and depicted on Exhibit C shall be restricted to retail uses only; office uses are prohibited. The building shall have a minimum footprint of 2,500 square feet.
- Building E depicted on Exhibit C, and described as "Proposed New Retail," shall be restricted to bulk retail use.

We appreciate your time and concern in this matter of business and look forward to working with you and your staff as we continue to develop the commercial and residential parts of our mixed use development. If you have any questions or concerns concerning this request please call me at 631-5289 or contact me via e-mail at dmckinnon@tertco.com.

Sincerely,


Dave McKinnon

attachments

RECEIVED
APR 27 2011
DEVELOPMENT
SERVICES

CAR 11 000004

After Recording
Return to:

Dave McKinnon
3858 N. Garden Center Way, Suite 300
Boise, ID 83703

FOR RECORDING INFORMATION

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Forth Amended and Restated Development Agreement (this "**Agreement**") is entered into this ____ day of _____, 2011, by and between the City of Boise City, hereinafter referred to as "**City**," and The Terteling Company, Inc., located at 3858 N. Garden Center Way Suite 300, Boise, Idaho, 83703, the owner of the real property described herein and hereinafter referred to as "**Developer**."

RECITALS

WHEREAS, the Developer has applied to the City for a conditional rezone of the property described herein to enable a mixed use development (the "**Development**") containing residential, office and commercial uses;

WHEREAS, the City, pursuant to § 11-8-8, Boise City Code, and § 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Boise City Code; and

WHEREAS, the Developer and the City entered into that certain Development Agreement, dated October 12, 2005, recorded December 5, 2005, in the official records of Ada County, Idaho, as Instrument Number 105184589 (the "**Initial Development Agreement**"); and that certain Amended and Restated Development Agreement recorded December 31, 2007, in the official records of Ada County, Idaho, as Instrument Number 107171235 (the "**ARDA**") and that certain Amended and Restated Development Agreement recorded February 22, 2008, in the official records of Ada County, Idaho as instrument Number 108020349 (the "**ARDA2**") and that certain Amended and Restated Development Agreement recorded October 6, 2010, in the official records of Ada County, Idaho, as Instrument Number 110095760 (the "**ARDA3**").

WHEREAS, the City has approved certain modifications to the Development and desires to have such modifications reflected in this Agreement;

WHEREAS, upon the recordation of this Agreement the Initial Development Agreement, the ARDA and the ARDA2 shall collectively be null and void and of no further force or effect;

WHEREAS, the parties do enter into this Agreement with mutual consideration as reflected in the covenants, duties and obligations herein set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, and in consideration of the premises and the mutual representations, covenants, and agreements hereinafter contained, City and Developer represent, covenant, and agree as follows:

1. Description and Location of Property, Size of Property, Present Zoning: This conditional rezone shall apply to a portion of the property owned by Developer to be developed as shown on the site plan, attached hereto and made a part hereof as **Exhibit C**. That portion of the property subject to rezone, hereinafter referred to as the “**Property**,” is specifically described on **Exhibit A** and depicted on **Exhibit B**, attached hereto and made a part hereof. The location of the Property being Lots A, B, C, E, F, H, I, J, K, and L Block 1 of the 36th Street Garden Plaza Subdivision, Boise, Idaho 83703. The Property is approximately 1+/- acres. The Property is being zoned R-1CDA and as formerly zoned by the Boise City Zoning Ordinance as C-1DDA.

2. Use Permitted by this Agreement: The uses allowed on the Property are listed in section 3 below, in **Exhibit D** and as depicted on **Exhibit C**. Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the conditional rezone. No change in the use specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the Boise City Code. In the event the Developer changes or expands the use permitted by this Agreement without formal modification of this Agreement as allowed by the Boise City Code, the Developer shall be in default of this Agreement.

3. For purposes of this Agreement, a “live/work unit” is a mixed use townhouse where the business is located on the 1st floor and the residence is located on the 2nd floor. The resident/owner shall operate the business component of the live/work unit. Live/work units will have restrictions to ensure compatibility with surrounding residents, including restrictions on employees, vehicles, limits on intensity of use and noise/vibration generation. Any residential conversion of the ground floor commercial space in the existing live/work units shall be done in a manner that will not jeopardize building code and ADA compliance for future conversion back to a commercial use.

The buildings depicted on Site Plan (**Exhibit C**) are restricted as follows [changes from the Initial Development Agreement are indicated in bold/italics below]:

- Building A depicted on Exhibit C shall be restricted to:
 - a. A 60-seat café or 3,000 square foot retail use; AND
 - b. A 9,000 square foot garden center.
- Building B depicted on Exhibit C shall be restricted to retail and office uses. ***Building B shall not exceed 19,300 square feet and three stories in size. The height of Building B shall not exceed 48 feet. ~~The first floor may be either all retail or may be split between office and retail use with the predominant amount of square feet being used for retail.~~***
- ***Building C (abutting 36th Street) and depicted on Exhibit C shall be restricted to medical office and/or dental office and retail uses only; office uses are prohibited. The building shall have a minimum footprint of 2,500 square feet.***
- Building D (abutting 36th Street) and depicted on Exhibit C shall be restricted to retail uses only; office uses are prohibited. The building shall have a minimum footprint of 2,500 square feet.
- ***Building E depicted on Exhibit C, and described as “Proposed New Retail,” shall be restricted to bulk retail use.***

4. Default:

a. In the event the Developer, Developer's heirs or 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, this Agreement may be modified or terminated by the Boise City Council upon compliance with the requirements of Boise City Code.

1) In the event the City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default.

2) In the event the City Council, after compliance with the requirements of the Boise City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to R-1C. All uses of property which are not consistent with R-1C zoning shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with this Agreement.

b. A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5. Consent to Rezone: The Developer, by entering into this Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to R-1C zoning, as provided in § 67-6511(d), Idaho Code.

6. Notices: Any and all notices required to be given by either of the parties hereto, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

a. To the City:

Boise City
c/o Director, Department of Planning & Development Services
PO Box 500
Boise, Idaho 83701

b. To the Developer:

The Terteling Company, Inc.
3858 N. Garden Center Way, Suite 300
Boise, ID 83703

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided.

7. 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.

8. 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 the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

9. Binding Upon Successors: This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement shall be binding on the owner of the property, each subsequent owner and each other person acquiring an interest in the property.

10. Effective Date: This Agreement shall be effective on the date the Boise City Council shall adopt the amendment to the Boise City Zoning Ordinance, known as CAR11-00006.

11. Requirement for Recordation: The Developer shall record this document, including all the Exhibits, prior to the formal adoption of CAR11-00006 by the City Council. Failure to comply with this section shall be deemed a default of this Agreement by the Developer.

IN WITNESS WHEREOF, the parties have hereunto caused this Amended and Restated Development Agreement to be executed, on the day and year first above written.

BOISE CITY

By: _____
David Bieter, Mayor

ATTEST:

By: _____
City Clerk

DEVELOPER

The Terteling Company, Inc., an
Idaho corporation

By: _____
J. L. Terteling, President

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bieter and _____, known or identified to me to be the Mayor and the City Clerk of the City of Boise City, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared J. L. Terteling, known or identified to me to be the President of The Terteling Company, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

SCHEDULE OF EXHIBITS:

Exhibit A: Legal Description of the Property
Exhibit B: Rezone Map
Exhibit C: Site Plan
Exhibit D: Permitted Uses – Live/Work Units

EXHIBIT A
Legal Description of the Property

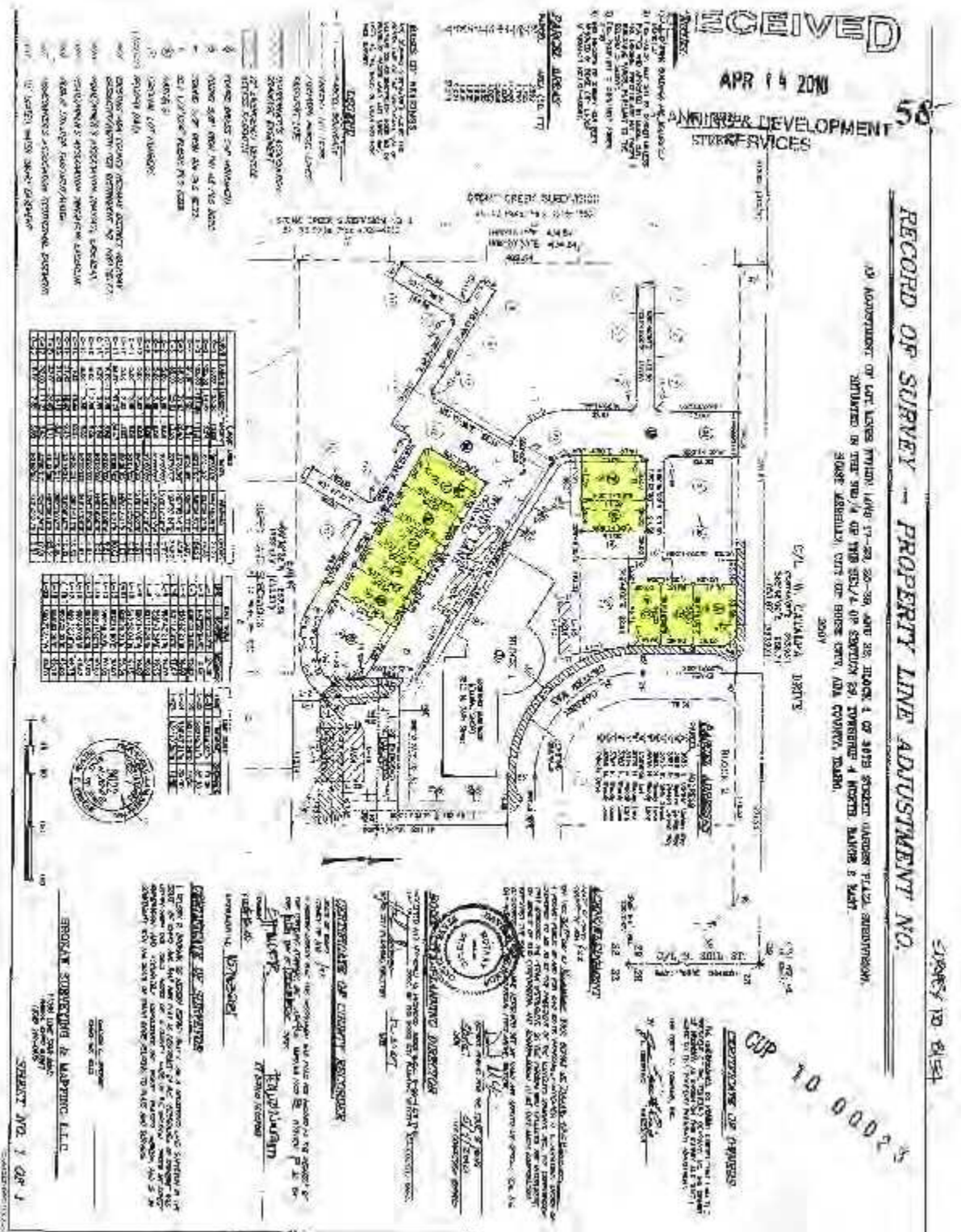
RE-ZONE C1-D(DA) to R-1C(DA)

The following lots within the 36th Street Garden Plaza Subdivision, as amended by ROS 8154, situated in the NE1/4 of the SE1/4 of Section29, Township 4 North, Range 2 East. Boise Meridian, City of Boise, Ada County, Idaho:

Lots A, B, C, E, F, H, I, J, K, and L, Block 1.

Exhibit B

Rezone Map



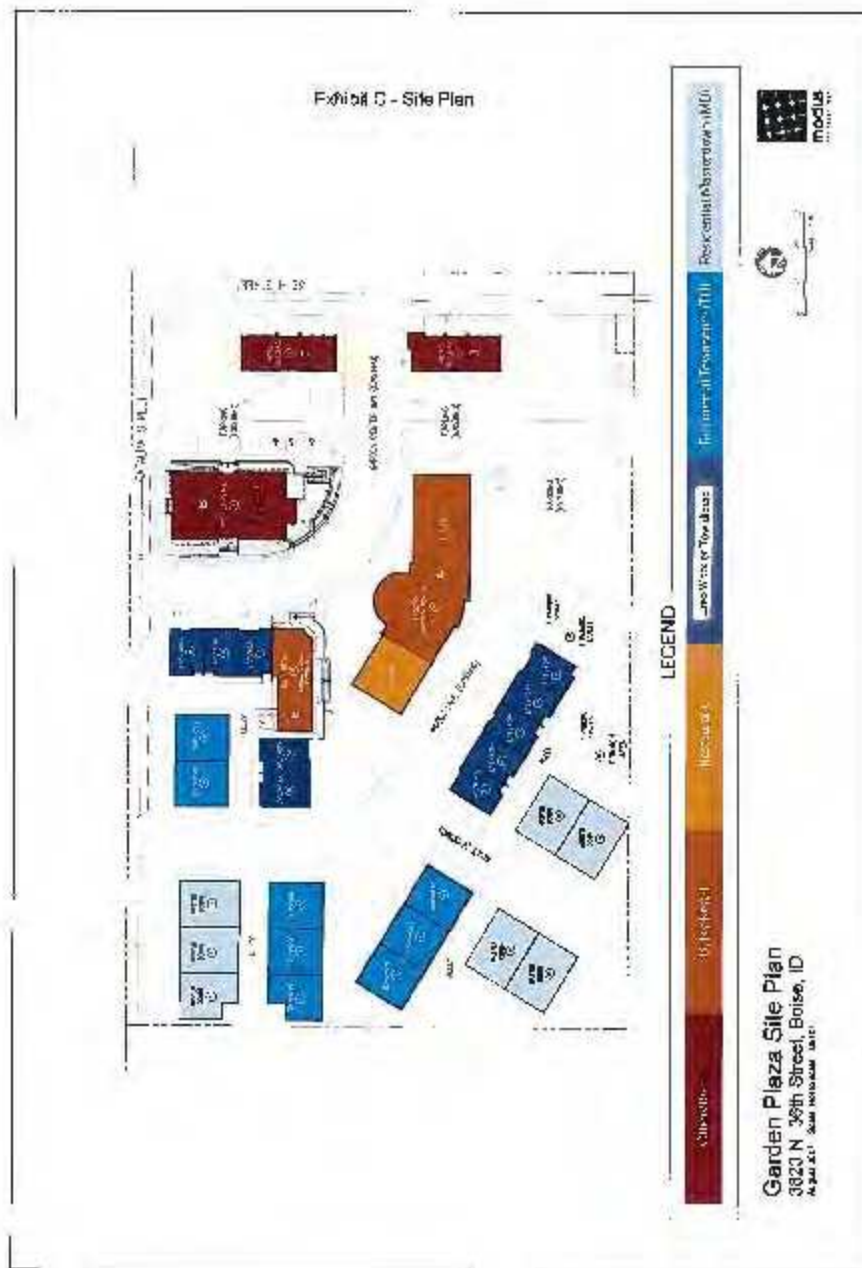


EXHIBIT C - 1
C:\Documents and Settings\mckin\My Documents\38th street\revised final\4th Amended Restated Dev Agt.DOC

EXHIBIT D
Permitted Uses – Live/Work Units

Allowed Uses (no further administrative or conditional use approval required):

- In-home Child Care (Small; 6 or fewer children)
- Professional Office
- Medical Office
- Personal Service (hair salon, massage, etc.)
- Photo Studio
- Specialty Retail (fly shop, bike tuning, woodworking, etc.)
- Restaurant (bakery, etc.)
- Education (tutoring, music, etc.)

Live/work units (allowed as defined in this Agreement and as approved in Conditional Use Permit (CUP05-00033)).

Annexation & Rezone Application Form

RECEIVED

APR 27 2011

DEVELOPMENT
SERVICES

PDS	Department Application
	# 105

New! Type data directly into our forms.

Note: Be sure to print this form before closing it or you will lose your data. This form cannot be saved to your computer.

Case #: CA R11-00006

Property Information

Address: Street Number: 3858 Prefix: North Street Name: Garden Center Way

Subdivision: 36th Street Garden Plaza Subdivisi Block: 2 Lot: 1 Section: 29 Township: 4n Range: 3e

*Primary Parcel Number:

R	8	3	9	4	7	7	0	3	3	0
---	---	---	---	---	---	---	---	---	---	---

 Additional Parcels: _____

Applicant Information

*First Name: Dave *Last Name: McKinnon

Company: The Terteling Company, Inc. *Phone: (208) 631-5289

*Address: 3858 N Garden Center Way *City: Boise *State: ID *Zip: 83703

E-mail: Dmckinnon@tertco.com Cell: (208) 631-5289 Fax: 381-5200

Agent/Representative Information

First Name: Same as applicant Last Name: _____

Company: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail: _____ Cell: _____ Fax: _____

Role Type: ☐ Architect ☐ Land Developer ☐ Engineer ☐ Contractor ☒ Other

Owner Information

Same as Applicant? ☒ Yes ☐ No (If yes, leave this section blank)

First Name: _____ Last Name: _____

Company: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail: _____ Cell: _____ Fax: _____

Date Received: _____
Revised 10/2008



www.cityofboise.org/pds

City of Boise Planning & Development Services

P.O. Box 500 • 150 N. Capitol Blvd • Boise, Idaho 83701-0500
Phone 208/384/3830 • Fax 208/433-5688 • TDD/TTY 800/377-3529

CAR 11 00006

1. **Neighborhood Meeting Held (Date):** NA

2. **Neighborhood Association:** CNA

3. **Comprehensive Planning Area:**

4. **This application is a request to construct, add or change the use of the property as follows:**

Modify the Development Agreement to allow all uses permitted within the C-1 zone within the existing 3-story commercial building located at 3858 N Garden Center Way rather than limit the first floor to being "predominantly retail" as required by the DA.

The building design and layout does not lend itself to retail uses, and is more "office" in construction, as well as being located adjacent to two other retail buildings. In the last 2.5 years of marketing the building for retail (and office) uses we have not been approached by a single retail user.

5. **Type of Request:** ☐ Rezone ☐ Annexation & Rezone

6. **Current Zone:** C-1DA

7. **Requested Zone:** NA

8. **Size of property:** 1/2 acre ☐ Acres ☐ Square Feet

9. **Existing uses and structures on the property are as follows:**

Office uses

10. **Are there any existing land uses in the general area similar to the proposed use?**

If so, describe them and give their locations:

Dental office, retail garden center, retail bike shop (live/work), Bistro, Brown Box Organics (retail grocer) and other office uses (law office, jeweler, therapist etc...).

11. **On what street(s) does the property have frontage?** Catalpa

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DEVELOPMENT
SERVICES

CAR 11 00006

12. Adjacent Property Information

	Uses:	Zone:
North:	<u>Vacant and residential</u>	<u></u>
South:	<u>Garden Center and restaurant</u>	<u></u>
East:	<u>Dental Office</u>	<u></u>
West:	<u>Live/work units</u>	<u></u>

13. Why are you requesting annexation into the City of Boise?

NA

14. What use, building or structure is intended for the property?

Office

15. What changes have occurred in the area that justify the requested rezone?

NA. See attached application letter.

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APR 27 2011

DEVELOPMENT
SERVICES

CAR 11 00006

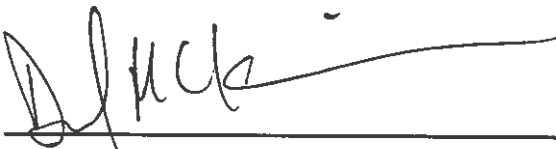
16. What Comprehensive Plan policies support your request?

Chapter 8 Land Use, Goal #1, Objective #1, Objective #2, & Objective 3, Objective 5 (specifically policy 5, 6 & 7).

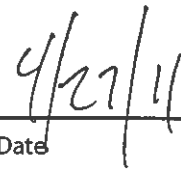
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APR 27 2011

DEVELOPMENT
SERVICES



Applicant/Representative Signature



Date

Print Form

CAR 11 000006

BOISE CITY PUBLIC WORKS DEPARTMENT

DEPARTMENT CORRESPONDENCE

Date: May 2, 2011

To: Boise City Planning & Zoning

Re: CAR 11-00006; 3858 N. Garden Center Way

CONDITIONS OF APPROVAL

SEWER CONDITIONS – MIKE SHEPPARD (384-3920)

Project is located in the Northwest Boise Sewer District.

DRAINAGE / STORM WATER CONDITIONS – BRIAN MURPHY (384-3752)

No comment.

STREET LIGHT CONDITIONS – MIKE HEDGE (388-4719)

No comment.

PERSON MAKING OTHER COMMENTS

OTHER COMMENTS


PUBLIC WORKS REPRESENTATIVE


PUBLIC WORKS REPRESENTATIVE

cc: Applicant

RECEIVED
MAY 03 2011
DEVELOPMENT
SERVICES

BOISE FIRE DEPARTMENT

M E M O R A N D U M

TO: Joshua Johnson, PDS
FROM: Steve Keuter
SUBJECT: CAR11-00006
DATE: April 28, 2011

The Boise Fire Department has reviewed and can approve the application subject to compliance with all following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise this memo represents requirements of the International Fire Code as adopted and amended by Ordinance 6308.

Code Requirement:

Fire Department vehicular access shall be provided to within 150' of all portions of the non-sprinklered buildings. Dead end roads are prohibited from exceeding 750 feet. These distances can be increased somewhat for sprinklered buildings but exact distances are on a case-by-case basis. All Fire Department access roads, fire lanes, bridges, and gates are to be a minimum of 20' wide with 13' 6" overhead clearance, shall be capable of supporting 75,000 lbs GVW (25,000 lbs per axle), and shall be paved. Fire Department access roads and fire lanes shall have a minimum outside turning radius of 48' with an inside radius of 28'. Aerial fire apparatus roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of any building or portion of building more than 30 feet in height, and at least one of the required access routes meeting this condition shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. Any dead-end road in excess of 150' needs a Fire Department approved turnaround. No grade may exceed 10% (please note that fire apparatus are designed for a maximum 6% grade). Width and turning radius measurements specified by this paragraph can include those surfaces vehicles generally drive upon. Specifically, gutter and rolled curb are generally considered useable, while vertical curb or sidewalks are not.

Comments:

Condition of Approval:

Code Requirement:

For streets having a width less than 36 feet back of curb to back of curb parking shall be restricted on (1) one side; for streets having a width less than 29 feet back of curb to back of curb parking shall be restricted on both sides; and for standard ACHD cul-de-sacs parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking

restriction prior to signing of the final plat by the Boise City Engineer. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC.

Comments:

Condition of Approval:

Code Requirement:

Fire hydrant location and distribution shall meet requirements of International Fire Code Appendix C.

Comments:

We reserve the right to modify requirements as more information comes to light. Variables affecting hydrant numbers and location include, but are not limited to, area, construction type, existing hydrants, accuracy of information provided in the application, strategic location for fire fighting forces, and required fire flow. New hydrants must be "non-private" installations.

Condition of Approval:

General Requirement:

Fire code compliance of the building and this occupancy including but not limited to; the building egress components, sprinkler system, fire alarm system and for the operation of medical gases used shall be reviewed for approval.

Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code, and Boise City Code will apply. However, these provisions are best addressed by a licensed Architect at building permit application.

Please feel free to have the applicant contact Ron Amandus, 570-6574

cc: File