

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **KB Home Idaho 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 **KB Home Idaho LLC**, whose address is 1299 N. Orchard Street, Suite 201, Boise, Idaho 83706, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of 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, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject 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 upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 7.98 acres of land with a request for the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, 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 public hearings before Planning and Zoning Commission and 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 rezoning held before Planning and Zoning Commission and 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 6th day of November, 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**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem 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
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement 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 designation is 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 **KB Home Idaho LLC**, whose address is 1299 N. Orchard Street, Suite 201, Boise, Idaho 83706, hereinafter called OWNER/DEVELOPER, the party that owns and is 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(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and 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 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 preliminary plat, landscape plan, common open space/site amenity exhibit, and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.

b. Homes on lots that abut W. Pine Avenue, a collector street, will be highly visible; therefore, the rear and/or side of structures on these lots (i.e., Lots 2, 16, 17, 18, 19, 20, Block 1 and Lot 2, Block 2) should incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*

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/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 action 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 section 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 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 approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances 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, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

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

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

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which 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 agree 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 Avenue
Meridian, Idaho 83642

OWNER/DEVELOPER:
KB Home Idaho LLC
1299 N. Orchard Street, Suite 201
Boise, Idaho 83706

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 and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their 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 reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **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.

21. **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.

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 rezoning of the subject 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.

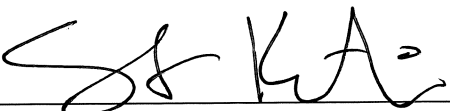
[end of text; acknowledgements, signatures and Exhibits A and B follow]

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:

KB Home Idaho LLC



By (print name): Stan Katanic

Its (authority): Division President and signing member of KB Home Idaho LLC

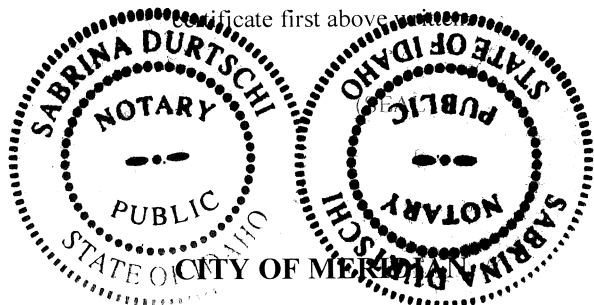
State of Idaho)

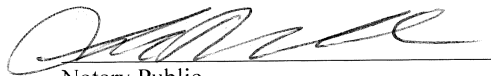
: ss:

County of Ada)

On this 15th day of January, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Stan Katanic (name), known or identified to me to be the Division President (signing authority) of **KB Home Idaho LLC** and the person who signed above and acknowledged to me that he 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: 4-27-30

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: _____

EXHIBIT A

Legal Description Proposed Pivot Pointe Subdivision - Annexation

A parcel being located in the NW ¼ of the SW ¼ of Section 10, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the SW ¼, from which a Brass Cap monument marking the northeast corner of said NW ¼ of the SW ¼ bears S 89°11'08" E a distance of 1318.58 feet;

Thence along the northerly boundary of said NW ¼ of the SW ¼ S 89°11'08" E a distance of 524.92 feet to the **POINT OF BEGINNING**;

Thence continuing along said northerly boundary, also being the southerly boundary of Castlebrook Subdivision No. 2 as shown in Book 89 of Plats on Pages 10346 through 10348, records of Ada County, Idaho, S 89°11'08" E a distance of 793.66 feet to a point marking the northeast corner of said NW ¼ of the SW ¼;

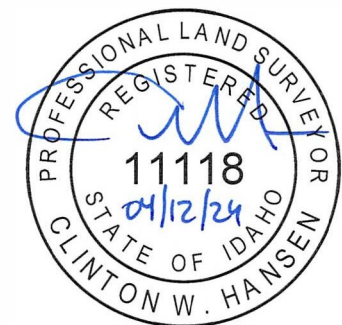
Thence along the easterly boundary of said NW ¼ of the SW ¼, also being the westerly boundary of Chesterfield Subdivision No. 1 as shown in Book 96 of Plats on Pages 11924 through 11928, records of Ada County, Idaho, S 0°36'33" W a distance of 418.06 feet to a point;

Thence leaving said boundary N 89°21'28" W a distance of 793.90 feet to a point;

Thence N 0°38'33" E a distance of 420.45 feet to the **POINT OF BEGINNING**.

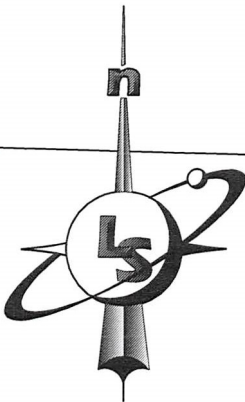
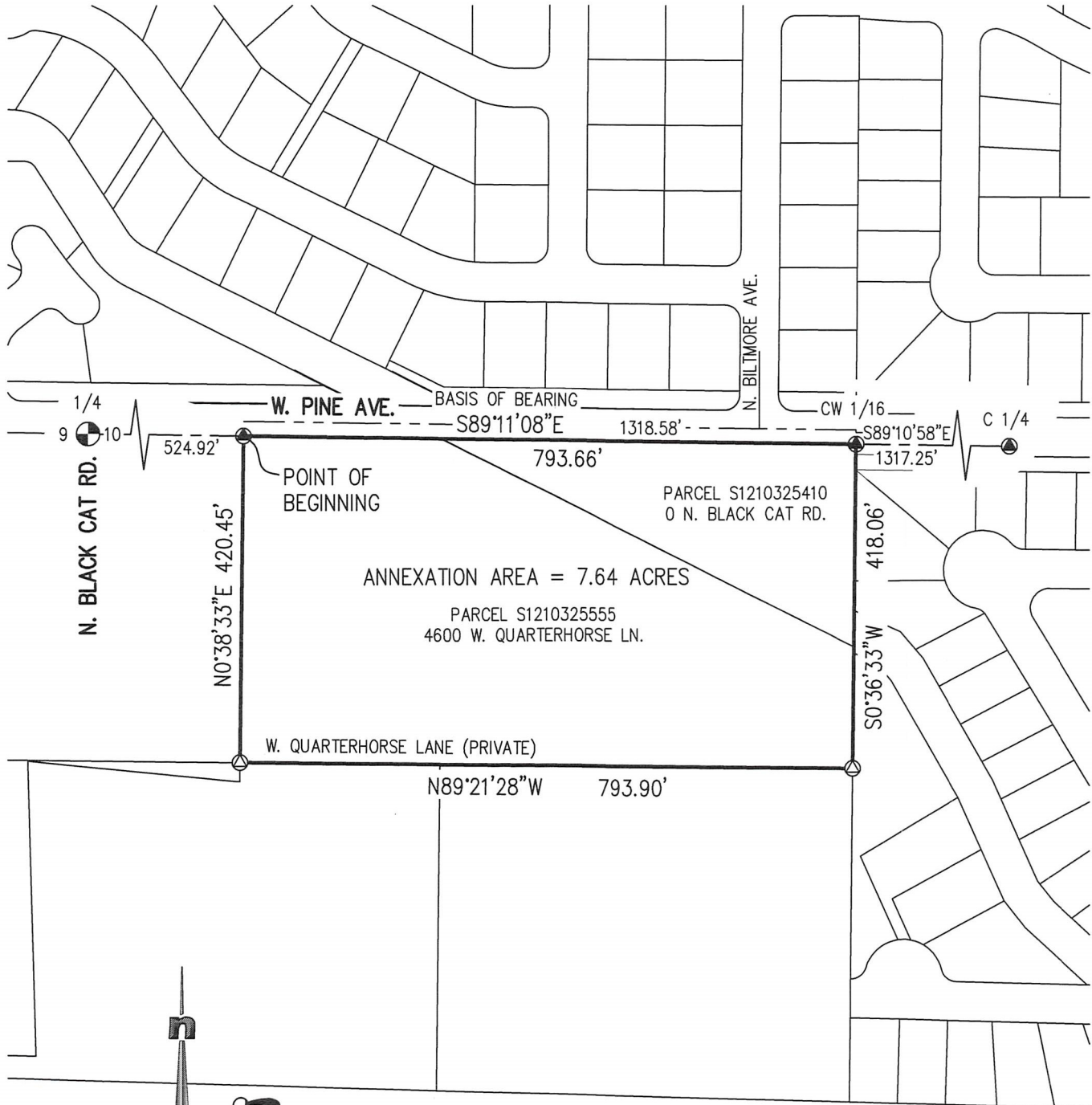
Said parcel contains 7.64 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
April 12, 2024



PROPOSED PIVOT POINTE SUBDIVISION ANNEXATION

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 3
NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST.
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 24-07

EXHIBIT B

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



In the Matter of the Request for Annexation and Preliminary Plat of 7.98 acres of land with the R-8 zoning district, by KB Homes.

Case No(s). H-2024-0029

For the City Council Hearing Date of: October 15th, 2024 (Findings on November 6th, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of October 15th, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of October 15th, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of October 15th, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of November 6th, 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 October 15th, 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 Annexation and Preliminary Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of October 15th, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Conditional Use Permit Duration

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

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

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

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

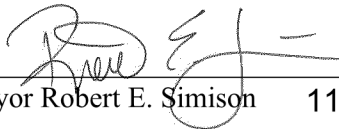
F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of October 15th, 2024

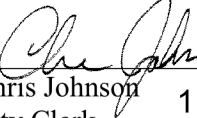
By action of the City Council at its regular meeting held on the 6th day of November, 2024.

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



Mayor Robert E. Simison 11-6-2024

Attest:



Chris Johnson 11-6-2024
City Clerk



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

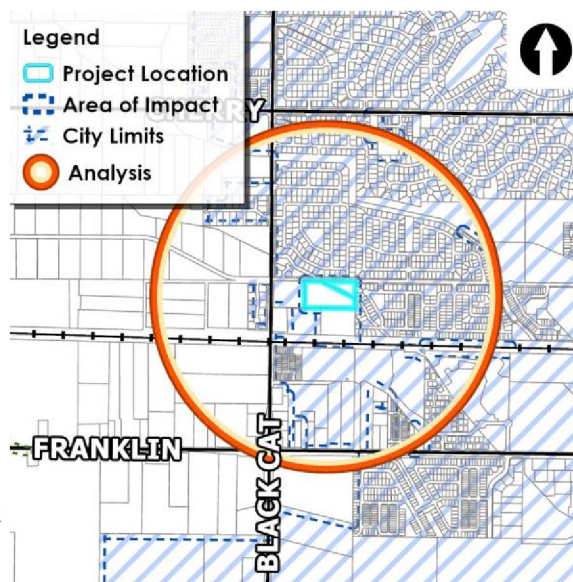
By:  _____ Dated: 11-6-2024
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING 10/15/2024
DATE:
TO: Mayor & City Council
FROM: Nick Napoli, Associate Planner
208-884-5533
nnapoli@meridiancity.org
APPLICANT: Sabrina Durtschi
SUBJECT: H-2024-0029
Pivot Point Subdivision

LOCATION: Generally located south of W. Pine Avenue and east of N. Black Cat Road in the north half of the NW ¼ of the SW ¼ of Section 10, T.3N., R.1W. (Parcels: S1210325555; S1210325410)



I. PROJECT OVERVIEW

A. Summary

Annexation of 7.98 acres of land with R-8 zoning district; and preliminary plat consisting of 41 building lots, and 10 common lots on 7.98 acres of land currently zoned RUT.

B. Issues/Waivers/Updates

Staff is recommending the removal of [Lot 2](#), Block 1 to create more integrated open space within the development. The applicant would like the lot to remain as shown.

C. Recommendation

Staff: Approval with development agreement and conditions

Commission: Recommend approval

D. Decision

Council: Approved

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Rural Residential/Agriculture	-
Proposed Land Use(s)	Single family detached dwellings	-
Existing/Proposed Zoning	Rural Urban Transition Area (RUT) in Ada County/ R-8 (Medium Density Residential)	VII.A.2
Future Land Use Designation	Medium Density Residential (MDR)	VII.A.3

Table 2: Process Facts

Description	Details
Pre-application Meeting date	Thursday, June 27, 2024
Neighborhood Meeting	7/17/2024; 9 people attended the meeting
Site posting date	9/30/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.E
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	Pine is classified as a collector roadway. Other than the access specifically approved with this application off of N. Biltmore Avenue, direct lot access is prohibited to this roadway and should be noted on the final plat.	-
• Traffic Level of Service	Better than "D"	-
ITD Comments Received	No	-
Meridian Fire	No comments received	-
Meridian Police	No comments received	-
Meridian Public Works Wastewater	Distance to Mainline: Sewer in Pine Avenue; Impacts or Concerns: No	IV.B
Meridian Public Works Water	Distance to Mainline: Water available at site; Impacts or Concerns: No	IV.B
School District(s)	West Ada School District	IV.D
• Capacity of Schools	Elementary: 700; Middle: 1250; High: 2075	-
• Number of Students Enrolled	Elementary: 533; Middle: 957; High: 1833	-

See City/Agency Comments and Conditions Section for all department/agency comments received or see public record:

(<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=353455&dbid=0&repo=MeridianCity>).

Figure 1: One-Mile Radius Existing Condition Metrics

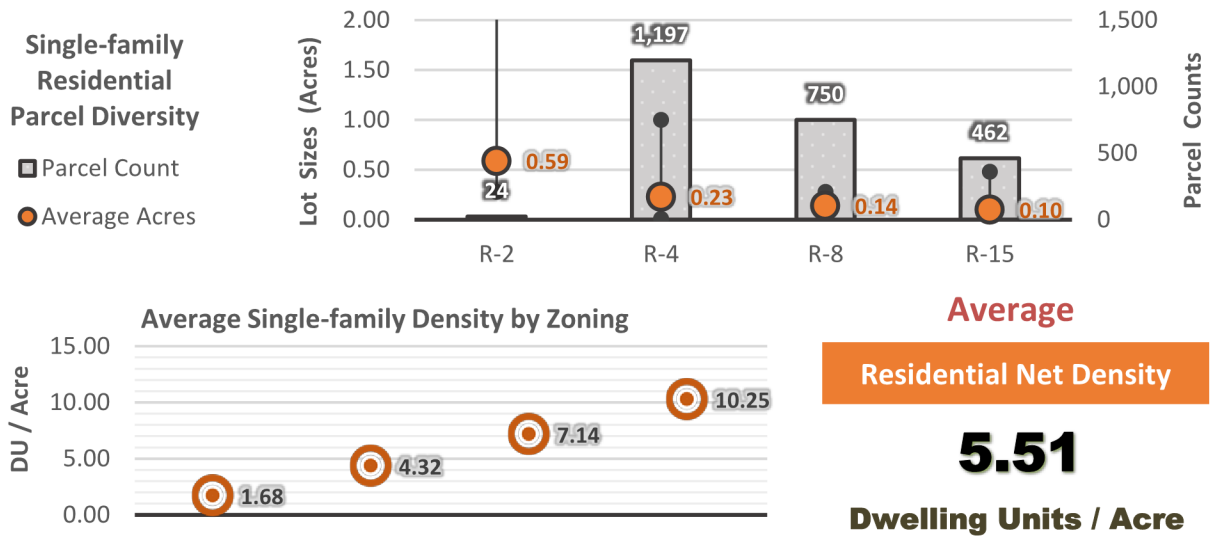
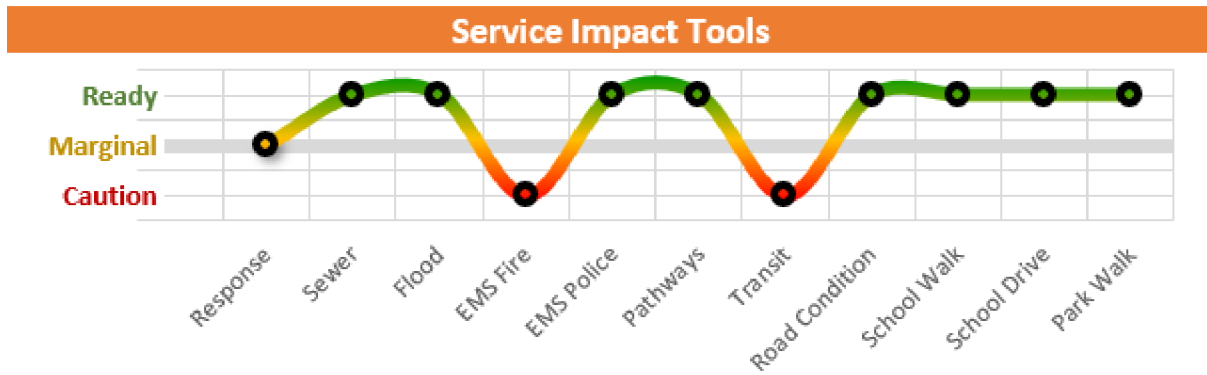


Figure 2: Service Impact Summary



III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The Applicant proposes to annex 7.98 acres of land with an R-8 zoning district. A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 41 single-family residential detached dwelling units at a gross density of 5.51 units per acre. The proposed use and density of the development is consistent with the Medium Density Residential (MDR) FLUM designation of 3-8 units per acre.

Single-family detached homes are in the development process to the west and south while to the south of the railroad, the planned Medium High-Density Residential development consists of attached, townhouses, and, and multifamily dwellings. Single-family detached dwellings are listed as a principal permitted use in the R-8 zoning district per UDC Table 11-2A-2. Future development is subject to the dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district. The property is contiguous to City annexed land to the north and is within the City's Area of City Impact boundary. A legal description and exhibit map of the overall annexation area for the R-8 zoning districts are included in Section VII. The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. If this property is annexed, Staff recommends a DA is required with the provisions discussed herein and included in Section IV.

Table 4: Project Overview

Description	Details
History	N/A
Phasing Plan	1 phase
Residential Units	41 single family detached units
Open Space	1.15 acres/ 15.06%
Amenities	2 amenities – Fire Pit and Pathway
Physical Features	Kennedy Lateral
Acreage	7.98 acres
Lots	51 total lots; 41 buildable and 10 common
Density	5.51 du/acre/ 7.15 du/acre
R-8 Dimensional Standards (Required and Proposed)	4,000 square feet; 4,307 square feet

B. Site Development and Use Analysis

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

The subject site contains four existing structures: four homes and accessory structures. Prior to the City Engineer's signature on the final plat, these structures shall be removed.

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

The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC *Table 11-2A-6* for the R-8 zoning district. The proposed plat complies with the dimensional standards of the district.

C. Design Standards Analysis

1. Site Design Standards (*Comp Plan, UDC 11-3A-19*):

Goals 2.01.02D, 2.01.01G, and 2.02.02C emphasize a diversity of housing types throughout the city to meet the needs, preferences and financial capabilities of Meridian's present and future residents. Additionally, these goals promote infill development that does not negatively impact existing developments. The subject site is adjacent to the established R-8 developments (Chesterfield Subdivision No. 1 and Horse Meadows Subdivision) to the east and west. To the south is county residential land not yet annexed into Meridian, and to the north is W. Pine Avenue. The preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 41 single-family residential detached dwelling units at a gross density of 5.51 units per acre (see Sections VII.G). The proposed use and density of the development are consistent with the MDR FLUM designation. Additionally, the proposed single-family detached dwellings with a mix of lot sizes will contribute to the variety of housing options in this area and within the City as desired.

Single-family detached homes are in the development process to the west and south while to the south of the railroad, the planned Medium High-Density Residential development consists of attached, townhouses, and, and multifamily dwellings. Single-family detached dwellings are listed as a principal permitted use in the R-8 zoning district per UDC Table 11-2A-2. Future development is subject to the dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district. The property is contiguous to City annexed land to the north and is within the City's Area of City Impact boundary. A legal description and exhibit map of the overall annexation area for the R-8 zoning districts are included in Section VII. The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. If this property is annexed, Staff recommends a DA is required with the provisions discussed herein and included in Section IV.

2. Qualified Open Space & Amenities (*Comp Plan, UDC 11-3G*):

Goals 2.02.00 and 2.02.01B of the Comprehensive Plan focus on creating safe, attractive, and well-maintained neighborhoods with ample open space, diverse amenities, and alignment with community needs and values.

Open Space Requirements (UDC 11-3G-3):

- a. Baseline Requirement: For developments zoned R-8 (Medium Density Residential) a minimum of 15% of the subdivisions area (7.98 acres) shall be qualified open space. *The applicant is proposing 1.15 acres of qualified open space exceeding the 1.12 acres required to meet the minimum standard. However, Staff recommends Lot 2, Block 1 is removed to create more integrated open space. The placement of Lot 2, Block 1 creates an isolated parcel that abuts open space, a gravel access road, and street landscape buffers. Additionally, the lot creates possible conflict points when having to ingress and egress for the property owner. Due to these concerns, staff finds that UDC 11-3G-3-2b "Open space shall be accessible and well connected throughout the development" is not being met.*

The subdivision features two main open space areas: a linear space along the Kennedy Lateral and another linear space on Lot 19, Block 1. The common lots 6,

12, 22, and 33 do not count as qualified open space but are provided throughout the development. The Applicant illustrates the lateral as piped underground. The large central open space area is approximately 45,935 feet in size and is the largest usable common area within the project. The applicant proposes a gravel access road and micro-pathway that runs through the open space for pedestrian connectivity and irrigation district access. The linear open space along the Kennedy Lateral is approximately 50 feet in width and over 500 feet in length. This linear open space connects with the Chesterfield No. 1 Subdivision's open space. This is discussed more in the amenity section below.

Amenity Requirements (UDC 11-3G-4):

For single family subdivisions 1 amenity point is required for each 5 acres of gross land area. The subject project size of 7.98 acres requires a minimum of two (2) amenity points. The applicant is proposing the following amenity.

- a. An outdoor fire pit worth 1 point.
- b. **A pathway (does not meet the requirements to qualify for a point)**

In order for the pathway to count towards the amenity requirements it shall be paved and landscape in accord with UDC 11-3A-8 and 11-3B-12.C to connect to N. Biltmore Avenue and W. Pine Avenue. If the irrigation district does not allow for these improvements within the easements the applicant shall provide an additional qualifying amenity equaling one point or more with the final plat application.

3. Landscaping (*UDC 11-3B*):

i. Landscape buffers along streets

A 20-foot wide street buffer is required adjacent to Pine, a collector street. This buffer should be landscaped per the standards listed in UDC 11-3B-7C and placed into a common lot that is at least as wide as the required buffer width; this common lot should also contain the detached sidewalk required along W. Pine Avenue. Due to the neighboring subdivision to the east (Chesterfield Subdivision No. 1) having an attached sidewalk along W. Pine Avenue, the sidewalk on the east of N. Biltmore Avenue with Pivot Pointe will become attached. The landscape plans appear to show compliance with these requirements.

ii. Tree preservation

A Tree Mitigation Plan should be submitted with the final plat detailing all existing trees and methods of mitigation outlined by the City Arborist before any trees are to be removed as set forth in UDC 11-3B-10C.5.

iii. Storm integration

Storm drainage is required to comply with the standards listed in UDC 11-3A-18. Drainage swales should not be within the landscape setbacks along W. Pine Avenue.

iv. Pathway landscaping

Landscaping is required along all pathways with a minimum of 5-feet wide shall be provided on each side of the pathway with a mix of trees, shrubs, lawn, and/or other vegetative ground covers per the standards listed in UDC 11-3B-12C; the landscape plan should be revised accordingly.

4. Parking (*UDC 11-3C*):

i. Residential parking analysis

Off-street parking is required to be provided in accord with the standards listed in *UDC* Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence.

5. Building Elevations (*Comp Plan, Architectural Standards Manual*):

Goal 5.01.02D of the Comprehensive Plan highlights the need for effective building design and landscaping to buffer, screen, beautify, and integrate commercial, multifamily, and parking areas with existing neighborhoods. In response, the developer has submitted twelve (12) conceptual building elevations and floor plans that illustrate the appearance of future homes in the development (see Section VII.H).

The proposed designs include variations of both one- and two-story homes, each featuring a two-car garage. The elevations showcase a range of architectural styles and design elements, including lap siding, diverse color accents, varied roof profiles, and different home styles. Staff review confirms that these elevations adhere to the city's architectural standards and comply with the required design criteria.

Homes on lots that abut W. Pine Avenue, a collector street, will be highly visible; therefore, the rear and/or side of structures on these lots (i.e. Lots 2, 16, 17, 18, 19, 20, Block 1 and Lot 2, Block 2) should incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*

6. Fencing (*UDC 11-3A-6, 11-3A-7*):

All fencing is required to comply with the standards listed in *UDC 11-3A-7*. According to the submitted landscape plans, the applicant is proposing two types of fencing throughout the site, vinyl solid fencing and wrought iron semi-privacy fencing.

D. Transportation Analysis

1. Access (*Comp Plan, UDC 11-3A-3, UDC 11-3H-4*):

Goals 6.01.01H and 6.01.02B of the Comprehensive Plan stress the need to minimize the number of direct access points onto arterial streets. This can be achieved through cross-access agreements, access management, frontage and backage roads, and enhancing connectivity through local and collector streets. Additionally, these goals highlight the importance of incorporating pedestrian access connectors in new developments to link subdivisions and support neighborhood connectivity within a community pathway system.

The proposed access for the development includes W. Pine Avenue from N. Biltmore Avenue and W. Quarterhorse Lane from the west. The project relies on the Horse Meadows Subdivision, which is directly to the west, to reconstruct a portion of W. Quarterhorse Lane (currently a private road) into a public street. This will provide a secondary public street access. The existing curb cut on W. Pine Avenue will be removed, and curbing will be extended across the driveway.

Access from W. Pine Avenue via N. Biltmore Avenue must align with N. Biltmore Avenue on the north side of Pine. However, ACHD has indicated that this alignment does not meet their policy requirements and will need to be revised before the final plat submission.

Since the final plat for Horse Meadows Subdivision has been submitted but not yet recorded, there is currently only one access point to the site.

Given that this property and the surrounding areas are designated as R-8 (Medium Density Residential) on the Future Land Use Map, staff recommends including a stub street to the south to facilitate future connectivity, in line with UDC 11-3A-3A.2. The proposed preliminary plat appears to comply with these standards.

2. Pathways (*Comp Plan, UDC 11-3A-8*):

Goals 4.04.01 and 4.04.02 of the Comp Plan emphasize connecting local pathways from neighborhoods with regional pathways in commercial/community serving areas. No multi-use pathways are proposed or required with this development because the master pathways plan does not show any multi-use pathways adjacent to the subject site. The applicant is proposing attached sidewalks along all local streets that will connect to the detached sidewalks proposed along W. Pine Avenue. Additionally, the applicant is proposing a gravel micro-pathway along the Kennedy Lateral for better connectivity and pedestrian connection to the open spaces. Staff recommends adding a 5-foot micro-pathway on Lot 19, Block 1 to improve access and pedestrian connectivity to W. Pine Avenue for the western part of the subdivision. Additionally, staff recommends the gravel path leading to the Kennedy Lateral is paved and pathway to count towards the amenity requirements it shall be paved, landscaped, and extended in accord with UDC 11-3A-8 and 11-3B-12.C to connect to N. Biltmore Avenue and W. Pine Avenue. If the irrigation district does not allow for these improvements within the easements the applicant shall provide an additional qualifying amenity equaling one point or more with the final plat application license agreement is entered with NMID for use of the gravel access road. With these additions, staff supports the proposed pathways and their design.

3. Sidewalks (*UDC 11-3A-17*):

A detached side walk is proposed along W. Pine Avenue until the development crosses onto the east side of Biltmore where it becomes attached to connect with Chesterfield Subdivision No. 1. Five-foot wide attached sidewalks are proposed within the development in accord with UDC 11-3A-17 standards.

4. Subdivision Regulations (*UDC 11-6*):

i. Dead end streets

Dead end streets and Cul de sacs (N. Axis Avenue and W. Pivot Place) do not extend further than 500 feet and have less than 30 dwelling units. The applicant has met the dead-end streets regulations as listed in UDC 11-6C-3.

ii. Common driveways

The common drive shall meet the standards set forth in UDC 11-6C-3. The applicant is proposing a single common drive which has 4 lots taking access from it. Three (3) lots are taking access on the south side and one (1) from the north side. Additionally, the common drive is 31.50 feet wide and does not exceed 150 feet in length. The common drive meets these standards.

iii. Block face

Block faces are proposed in the development in accord with UDC 11-6C-3. The applicant is in compliance with this standard

E. Services Analysis

1. Waterways (*Comp Plan, UDC 11-3A-6*):
Goal 4.05.01D of the Comprehensive Plan discusses the importance of improving waterways throughout the city and residential areas. The Kennedy Lateral runs through the center of the site. The Nampa Meridian Irrigation District (NMID) requires an easement for the Kennedy Lateral. The easement for the Kennedy Lateral at this location is a minimum of one hundred feet (100') total, fifty feet (50') each side. The applicant is proposing to keep the Lateral but will be tiling it underground to provide larger linear open space.
2. Pressurized Irrigation (*UDC 11-3A-15*):
Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15.
3. Storm Drainage (*UDC 11-3A-18*):
An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.
4. Utilities (*Comp Plan, UDC 11-3A-21*):
Connection to City water and sewer services is required and are available to be extended by the developer with development in accord with UDC 11-3A-21 and Goals 3.03.03G & 3.03.03F. Urban sewer and water infrastructure and curb, gutter, and sidewalks are required to be provided with development of the subdivision.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer. **A final plat shall not be submitted until the DA and Ordinance is approved by City Council.**

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit, and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. Homes on lots that abut W. Pine Avenue, a collector street, will be highly visible; therefore, the rear and/or side of structures on these lots (i.e. Lots 2, 16, 17, 18, 19, 20, Block 1 and Lot 2, Block 2) should incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*
2. The final plat shall include the following revisions:
- a. Replace the street name for “N. Axis Avenue” with “N. Stronghold Avenue” in accordance with the Ada County Street Name Review.
 - b. Replace the street name for “W. Pivot Place” with “W. Meadowpine Court” in accordance with the Ada County Street Name Review.
 - c. Graphically depict the ACHD stormwater drainage easements referenced in Note #6.
 - d. Depict a paved 5-foot micro pathway through Lot 19, Block 1.
 - e. ~~Remove Lot 2, Block 1, and incorporate this area into the common open space for the development.~~
 - f. Direct lot access to W. Pine Avenue is prohibited.
 - g. The applicant shall comply with the common drive exhibit and provide a note on the final plat that addresses maintenance and access on the specified lots as shown in exhibit VI.J.
 - h. Provide a 6-foot open vision fence along Pine Avenue enclosing the open space and coordinate with the Nampa Meridian Irrigation District for fencing in their easement.
3. The landscape plan submitted with the final plat shall include the following revisions:
- a. Include mitigation calculations on the plan for existing trees that are proposed to be removed in accord with the standards listed in UDC 11-3B-10C.5. The Applicant shall coordinate with the City Arborist (Kyle Yorita kyorita@meridiancity.org) to determine mitigation requirements prior to removal of existing trees from the site.
 - b. Update the landscape plan showing the new location for Lot 2, Block 1.
 - c. Depict landscaping on each side of the 5-foot micro pathway running along the Kennedy Lateral.
 - d. The 5-foot pathway proposed in Lot 3, Block 1 shall be paved, landscaped, and extended in accord with UDC 11-3A-8 and 11-3B-12.C to connect with N. Biltmore Avenue and

W. Pine Avenue. If the irrigation district does not allow for these improvements within the easements the applicant shall provide an additional qualifying amenity equaling one point or more with the final plat application.

- e. Depict a paved 5-foot micro pathway through Lot 19, Block 1.
 - f. Pave the gravel path leading to the Kennedy Lateral and enter into a license agreement with NMID for the use of the gravel access road.
 - g. Provide a 6-foot open vision fence along Pine Avenue enclosing the open space and coordinate with the Nampa Meridian Irrigation District for fencing in their easement.
 - ~~h. Remove Lot 2, Block 1, and incorporate this area into the common open space for the development.~~
- 4. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2a-6 for the R-8 zoning district.
 - 5. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-8 zoning district shall be removed.
 - 6. Comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to cul-de-sacs, alleys, driveways, common driveways, easements, blocks, street buffers, and mailbox placement.
 - 7. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
 - 8. The Applicant shall comply with all ACHD conditions of approval.
 - 9. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.
 - 11. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two years of the date of the approved findings; or obtain approval of a time extension as set forth in UDC 11-6B-7.

B. Meridian Public Works

PRE-PLAT CONDITIONS*

Wastewater	
- Distance to Sewer Services - Sewer Shed - Estimated Project Sewer ERU's - WRRF Declining Balance - Project Consistent with WW Master Plan/Facility Plan	Sewer is in N Black Cat Rd. See application Yes
Impacts/concerns	See Public Works Site Specific Conditions
Water	
- Distance to Water Services - Pressure Zone - Estimated Project Water ERU's - Water Quality - Project Consistent with Water Master Plan - Impacts/Concerns	Water Available at Site 1 See application None Yes See Site Specific Conditions

PUBLIC WORKS DEPARTMENT

Site Specific Conditions of Approval

- Each phase of the development will need to be modeled to verify minimum fire flow pressure is maintained.
- Engineer to verify if there is a well onsite. If a well is located on the site it must be abandoned per regulatory requirements and proof of abandonment must be provided to the City. Note that it can be used for pressurized irrigation as either a year-round source or shoulder season back-up.
- Water must connect to the water main in S Pine Ave.
- Ensure that there is a 20' easement and that all set back requirements from the infiltration trench are met (25' unless mitigation options are used).

General Conditions of Approval

- Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.

2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
 3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
 4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to prior to receiving development plan approval.
 5. All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
 6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
 7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
 8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
 9. Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
 10. A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
 11. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
 12. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
 13. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
 14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
-

C. Nampa & Meridian Irrigation District

Charlene Way

From: Erika Olvera <EOlvera@nmid.org>
Sent: Monday, August 19, 2024 11:11 AM
To: City Clerk
Subject: RE: Development Application Transmittals - Pivot Pointe Sub. H-2024-0029

External Sender - Please use caution with links or attachments.

Nampa & Meridian Irrigation District (NMID) currently has a Land Use Change Application on file, for the project mentioned above. NMID will withhold further comment until our review is complete.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained onsite. If any surface drainage leaves the site, NMID must review drainage plans. Developer must comply with Idaho Code 31-3805.

From: clerk@meridiancity.org <clerk@meridiancity.org>
Sent: Thursday, August 1, 2024 8:53 AM
To: NMID <NMID@nmid.org>
Subject: Development Application Transmittals - Pivot Pointe Sub. H-2024-0029

 To help protect your privacy, Outlook prevented automatic download of this picture from the Internet.
Development Application Transmittal
Link to Project Application: <u>Pivot Pointe Subdivision AZ, PP H-2024-0029</u>
Hearing Date: September 19, 2024
Assigned Planner: Nick Napoli
<i>To view the City of Meridian Public Records Repository, Click Here</i>

The above "Link to Project Application" will provide you with any further information on the project.

D. West Ada School District (WASD)

Exhibit A

West Ada School District

STUDENT GENERATION RATES

West Ada School District (WASD) uses a Student Generation Rate (SGR) to determine what impact future development will have on enrollments. Based on the submitted application materials, the proposed project will contain **41** single family units and **0** multi-family units resulting in **approximately 24** school-aged children. The proposed project is within the following school district boundaries, currently, and approval of the project may affect enrollments at the following schools:

	23-24' Enrollment	Architectural Capacity
Chaparral Elementary School	533	700
Meridian Middle School	957	1250
Meridian High School	1833	2075

Development Area Zone	Student Generation Rates (SGR)		Total Units		Estimated Students	Architectural Capacity
	Single Family	Multi Family	Single Family	Multi Family		
Chaparral Elementary School	0.58	0.13	41	0	24.00	700

*This information is intended as a reference, rather than a decisive tool.

HISTORICAL ENROLLMENTS

The following table includes historical student enrollment data for schools in close proximity to the proposed development that may be affected by future school boundary changes:

Development Area Zone	Attendance			
	2023 - 2024	2022 - 2023	2021 - 2022	2020 - 2021
Chaparral Elementary School	533	535	537	361
Peregrine Elementary School	454	426	469	390
Ponderosa Elementary School	434	428	464	405
Meridian Middle School	957	1076	1095	1028
Meridian High School	1833	1785	1761	1876
Owhyee High School	1816	1781	1458	-

Notes:

- Attendance data per Idaho Department of Education¹. WASD also provides historical enrollment data: <https://www.westada.org/page/district-data>
- Projects can be built in phases and full impacts not immediate.
- Architectural Capacity – the capacity established at the time a school is designed based on the number of general education classrooms in the building.²

¹ <https://www.sde.idaho.gov/finance/>

² <https://www.westada.org/page/facility-plan/>

E. Ada County Highway District (ACHD)



Alexis Pickering, President
Miranda Gold, Vice-President
Jim Hansen, Commissioner
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

Date: July 24th, 2024

To: Sabrina Durtschi, KB Home

Staff Contact: Matt Pak, Planner

Project Description: Pivot Pointe

Trip Generation: This development is estimated to generate 387 vehicle trips per day, 39 vehicle trip per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

Proposed Development Meets	
All ACHD Policies	
Requires Revisions to meet ACHD Policies	X

Area Roadway Level of Service	
Do area roadways meet ACHD's LOS Planning Thresholds?	
Yes	X
No	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?	
Yes	
No	

Traffic Impact Study	
Yes	
No	X
If yes, is mitigation required	

ACHD Planned Improvements	
IFWVP	X
CIP	X

Livable Street Performance Measures	
Pedestrian	LTS-1
Cyclist	LTS-1

Is Transit Available?	
Yes	X
No	

connecting you to more

Ada County Highway District • 3775 Adams Street • Garden City, ID • 83714 • PH 208.387-6100 • FX 345-7650 • www.achd.idaho.org

F. Ada County Development Services



ADA COUNTY DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300
<https://adacounty.id.gov/developmentservices>

PHONE (208) 287-7900
FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

August 7, 2024

Nick Napoli
Meridian City Planning Department
33 E Broadway Avenue #102
Meridian, ID 83642

RE: H-2024-0029 / Parcels #S1210325555 and S12103525410 / Pivot Pointe Subdivision

Nick,

The City of Meridian has requested feedback regarding the proposed annexation with zoning of R-4 (Medium Low Density Residential) and a preliminary plat for the Pivot Pointe Subdivision, which will consist of 41 detached single-family homes on 7.64-acres generally located on the east of Black Cat Road and south of Pine Avenue, specifically on Parcels S1210325555 and S12103525410, within the City's Area of City Impact.

Ada County is supportive of the application due to the proximity of the site to existing public services. Goal 2.2f of the Ada County Comprehensive Plan encourages residential development to occur at urban densities within Areas of City Impact where public facilities are available. As the Future Land Use Map of the Meridian Comprehensive Plan, as adopted by Ada County, designates the site as *Medium Density Residential*, which is primarily intended for single-family homes at densities of three to eight dwelling units per acre, the proposed zoning of R-4 (Medium Low Density Residential) is compatible with the comprehensive plan.

The layout of the development also complies with many of the goals of the Meridian Comprehensive Plan, with the proposal to dedicate over 16% of the site as open space. The proposal to include a fire pit as a gather place, is supported by Goal 3.07.02A of the Meridian Comprehensive Plan, as adopted by Ada County, which encourages usable open space be incorporated into new residential subdivisions.

Thank you for the opportunity to provide comments and please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

V. FINDINGS

A. Annexation and/or Rezone (UDC 11-5B-3E)

Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;
The City Council finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family detached dwellings on the site at a gross density of 5.37 units per

acre is consistent with the density desired in the MDR designation for this property; the preliminary plat and site design is consistent with the Comprehensive Plan, if all conditions of approval are met.

2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;

The City Council finds the proposed map amendment to R-8 and development generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.

3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;

The City Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed residential uses should be compatible with adjacent single-family residential homes/uses in the area.

4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and

The City Council finds City services are available to be provided to this development. Comments were not received from WASD on this application so Staff is unable to determine impacts to the school district.

5. The annexation (as applicable) is in the best interest of city.

The City Council finds the proposed annexation is in the best interest of the city if revisions are made to the development plan as recommended.

B. Preliminary Plat and Short Plat (UDC-6B-6)

The City Council finds there are no roadways, bridges or intersections in the general vicinity that are in the IFYWP or the CIP.

4. There is public financial capability of supporting services for the proposed development;

The City Council finds there is public financial capability of supporting services for the proposed development.

5. The development will not be detrimental to the public health, safety or general welfare; and

The City Council finds the proposed development will not be detrimental to the public health, safety or general welfare.

6. The development preserves significant natural, scenic or historic features.

The City Council is unaware of any significant natural, scenic or historic features that need to be preserved with this development.

VI. ACTION

A. Staff:

Staff recommends approval of the proposed annexation with the requirement of a Development Agreement, and preliminary plat per the provisions in Section IV in accord with the Findings in Section V.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on September 19th, 2024. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Preliminary Plat requests.

1. Summary of Commission public hearing:
 - a. In favor: Sabrina Durtschi, KB Homes (Applicant)
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: Karla Ehlers; Kathy Gallentine; Natalie Purcell
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. Concerns expressed were about the density of the subdivision, traffic and congestion on the roads, and schools being over capacity.
3. Key issue(s) of discussion by Commission:
 - a. Lot 2, Block 1 being removed to provide additional open space.
4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. None

C. City Council:

The Meridian City Council heard these items on October 15th, 2024. At the public hearing, the Council moved to approve the subject Annexation and Preliminary Plat requests.

1. Summary of the City Council public hearing:
 - a. In favor: Sabrina Durtschi
 - b. In opposition: Karla Ehlers, Natalie Purcell, and Kathy Gallentine
 - c. Commenting: None
 - d. Written testimony: Karla Ehlers, Natalie Purcell, and Kathy Gallentine
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: Bill Parsons
2. Key issue(s) of public testimony:
 - a. Concerns with traffic, school capacity, density, and Fuller Park being overcrowded
3. Key issue(s) of discussion by City Council:
 - a. The removal of Lot 2, Block 1 and fencing around the common open space along Pine Avenue.
4. City Council change(s) to Commission recommendation:
 - a. City Council was in favor of the applicant's relocation of Lot 2, Block 1. Additionally, the council required a new condition regarding fencing around the common open space.

VII. EXHIBITS

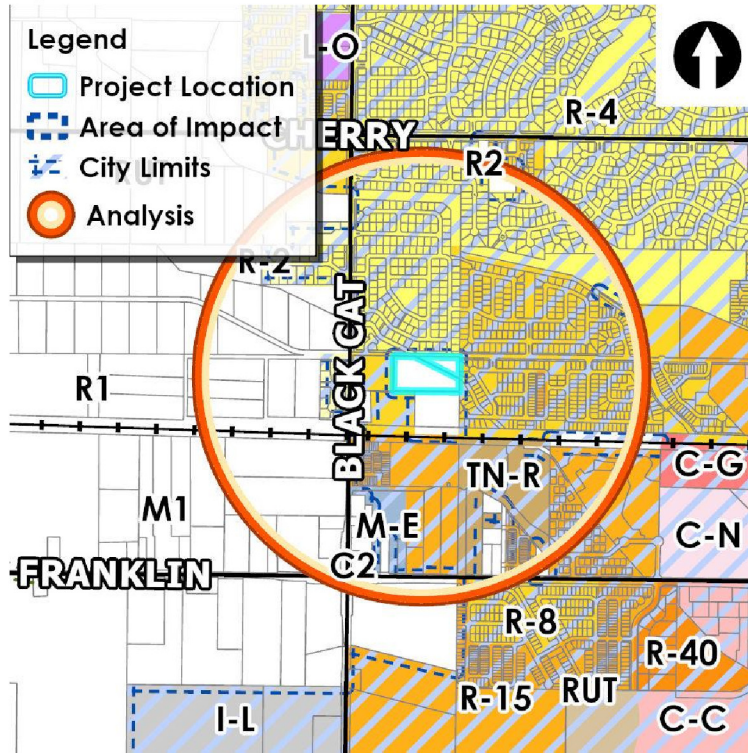
A. Project Area Maps

(link to [Project Overview](#))

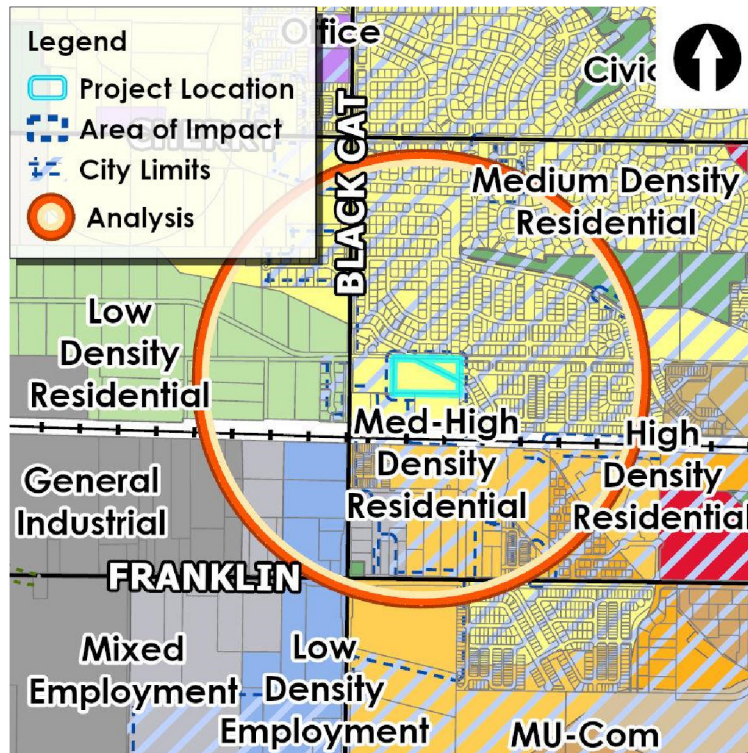
1. Aerial



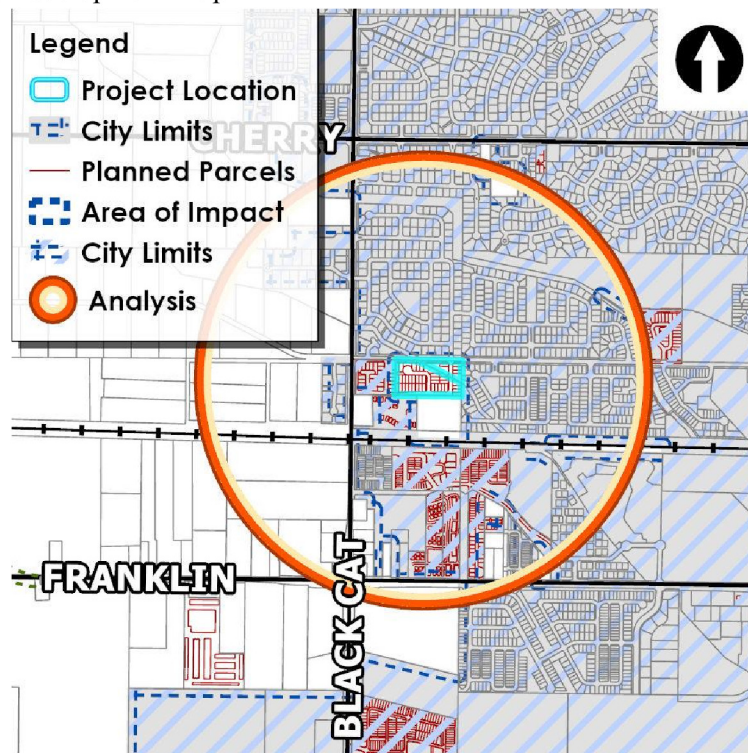
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos



C. Service Accessibility Report

Overall Score: 25	17th Percentile
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Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time > 9 min.	RED
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

D. Concept Plan (date: 6/25/2024)



LANDSCAPE REQUIREMENTS

DESIGN: 100% SUBMITTAL FROM MECHANICAL DESIGN

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	100% SUBMITTAL FROM MECHANICAL DESIGN	1	1	1.00

LANDSCAPE PLAN - OVERALL

LANDSCAPE PLAN - DETAIL

LANDSCAPE PLAN - SECTION

LANDSCAPE PLAN - ELEVATION

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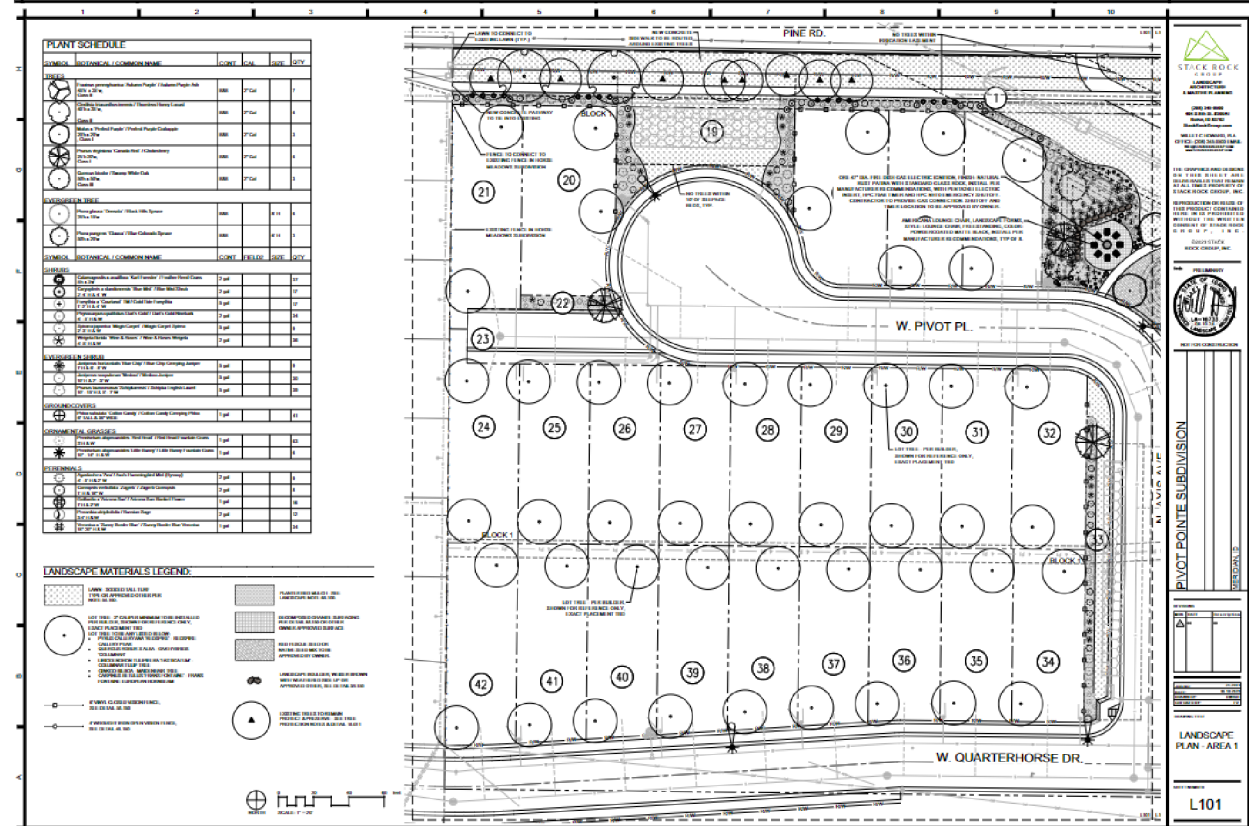
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LANDSCAPE PLAN - ELEVATION

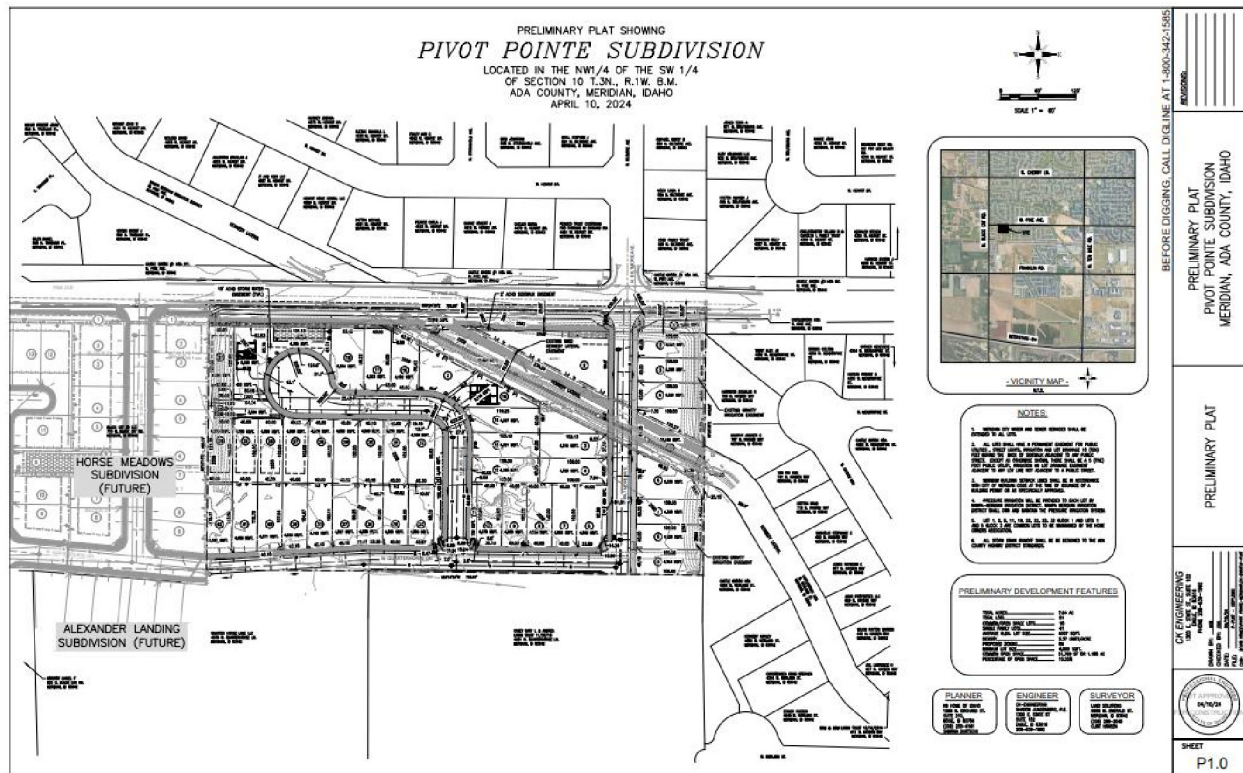
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LANDSCAPE PLAN - PLAN



FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION & ORDER
FOR (Pivot Point – H-2024-0029)



H. Building Elevations (date: 6/10/2024)





I. Annexation Legal Description & Exhibit Map

Legal Description Proposed Pivot Pointe Subdivision - Annexation

A parcel being located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, from which a Brass Cap monument marking the northeast corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ bears S 89°11'08" E a distance of 1318.58 feet;

Thence along the northerly boundary of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ S 89°11'08" E a distance of 524.92 feet to the **POINT OF BEGINNING**;

Thence leaving said northerly boundary N 0°38'33" E a distance of 18.50 feet to a point on the centerline of W. Pine Avenue;

Thence along said centerline S 89°11'08" E a distance of 793.65 feet to a point on the easterly boundary of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence S 0°36'33" W along said easterly boundary and the easterly boundary of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, also being the westerly boundary of Chesterfield Subdivision No. 1 as shown in Book 96 of Plats on Pages 11924 through 11928, records of Ada County, Idaho, a distance of 436.56 feet to a point;

Thence leaving said boundary N 89°21'28" W a distance of 793.90 feet to a point;

Thence N 0°38'33" E a distance of 420.45 feet to the **POINT OF BEGINNING**.

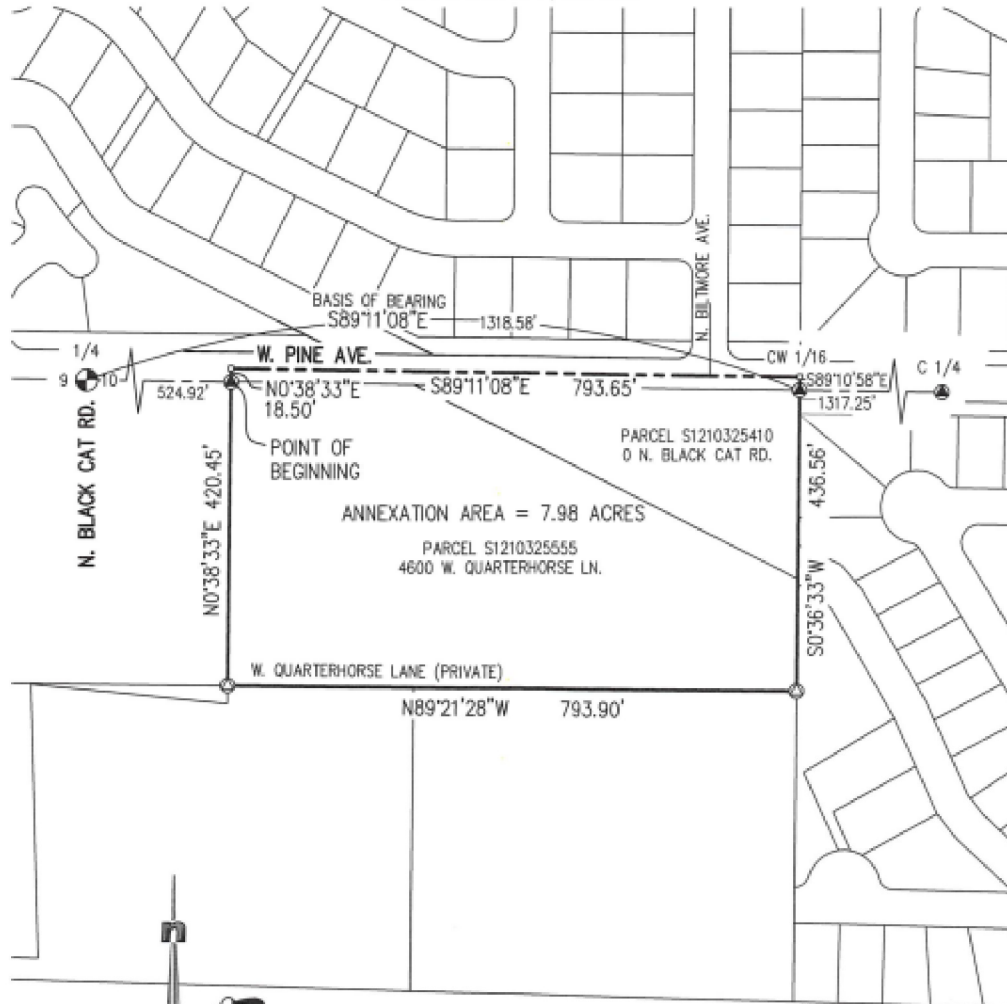
Said parcel contains 7.98 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
August 9, 2024



PROPOSED PIVOT POINTE SUBDIVISION ANNEXATION

LOCATED IN THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE NW 1/4
OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
ADA COUNTY, IDAHO



J. Common Drive Exhibit: