

DEVELOPMENT AGREEMENT

PARTIES:

- 1. City of Meridian**
- 2. Dara M. Tong, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2026, 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 Dara M. Tong, whose address is 485 E. Overland Road, Meridian, Idaho 83646, hereinafter called OWNER/DEVELOPER.

1. RECITALS:

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain 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 has submitted, or authorized the submission of, an application for annexation and zoning of 0.496 acres of land with a request for the R-4 (Medium Low-Density Residential) zoning district on the Property as shown in Exhibit “A” under the UDC, which, together with this Agreement, generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer and/or its representatives made representations at the public hearings before the 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 the requested rezoning held before Planning and Zoning Commission and the Meridian 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 17th day of March, 2026, the Meridian City Council approved certain Findings of Fact, and Conclusions of Law and Decision &

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 Meridian City Council takes final action to annex the Property into the City of Meridian; 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 **Dara M. Tong**, whose address is 485 East Overland Road, Meridian, Idaho 83642, 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 to be bound by this Agreement and located in the County of Ada, City of Meridian, legally described 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 THE PROPERTY:**

- 5.1. Owner/Developer shall develop or cause the Property to be developed in accordance with the following special conditions:
 - a. Prior to any change in use or redevelopment of the Property, a rezone to a commercial and/or a higher density residential zoning district and a modification to this agreement shall be requested to include a conceptual development plan consistent with the Mixed-Use Regional Future Land Use Map (FLUM) designation and guidelines in the Comprehensive Plan.
 - b. Future redevelopment of the Property will evaluate access via E. Overland Road and interconnectivity with adjacent properties in accordance with the provisions listed in UDC 11-3A-3.
 - c. Future development of this site shall be consistent with the applicable standards in the City of Meridian's UDC.

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 UDC.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's breach 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, and Owner shall have all rights and remedies available at law or in equity.

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 agrees 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 agrees to abide by all ordinances of the City of Meridian.

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, ID 83642

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

OWNER/DEVELOPER:
Dara M. Tong
485 E. Overland Rd.
Meridian, ID 83642

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

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

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement runs with the property and shall be binding on the Owner/Developer, each subsequent owner of the Property, 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, determines Owner and/or Developer has fully performed its obligations under this Agreement.

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

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act 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 Meridian City Council after a 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:



Dara M. Tong

State of Idaho)
 : ss:
County of Ada)

On this 18 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Dara M. Tong, known or identified to me to be Dara M. Tong, the person who signed above and acknowledged to me that they executed the same.

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





Notary Public
My Commission Expires: 8-25-31

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
 : ss:
County of Ada)

On this _____ day of _____, 2026, 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.

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

ANNEXATION DESCRIPTION FOR DARA TONG

A parcel located in the NE 1/4 of the NW 1/4 of Section 19 Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the northeasterly corner of said NE 1/4 of the NW 1/4, from which a brass cap monument marking the northwesterly corner of said Section 19 bears S 89°43'29" W a distance of 2444.43 feet;

Thence S 89°43'29" W along the northerly boundary of said NE 1/4 of the NW 1/4 a distance of 946.00 feet to the POINT OF BEGINNING;

Thence continuing S 89°43'29" W a distance of 120.00 feet to a point;

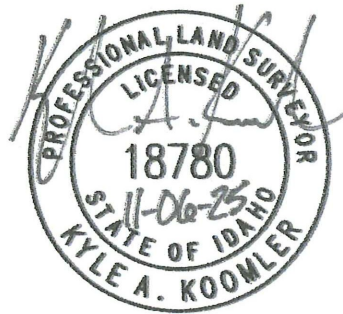
Thence leaving said northerly boundary S 0°13'29" W a distance of 180.00 feet to a point;

Thence N 89°43'29" E a distance of 120.00 feet to a point;

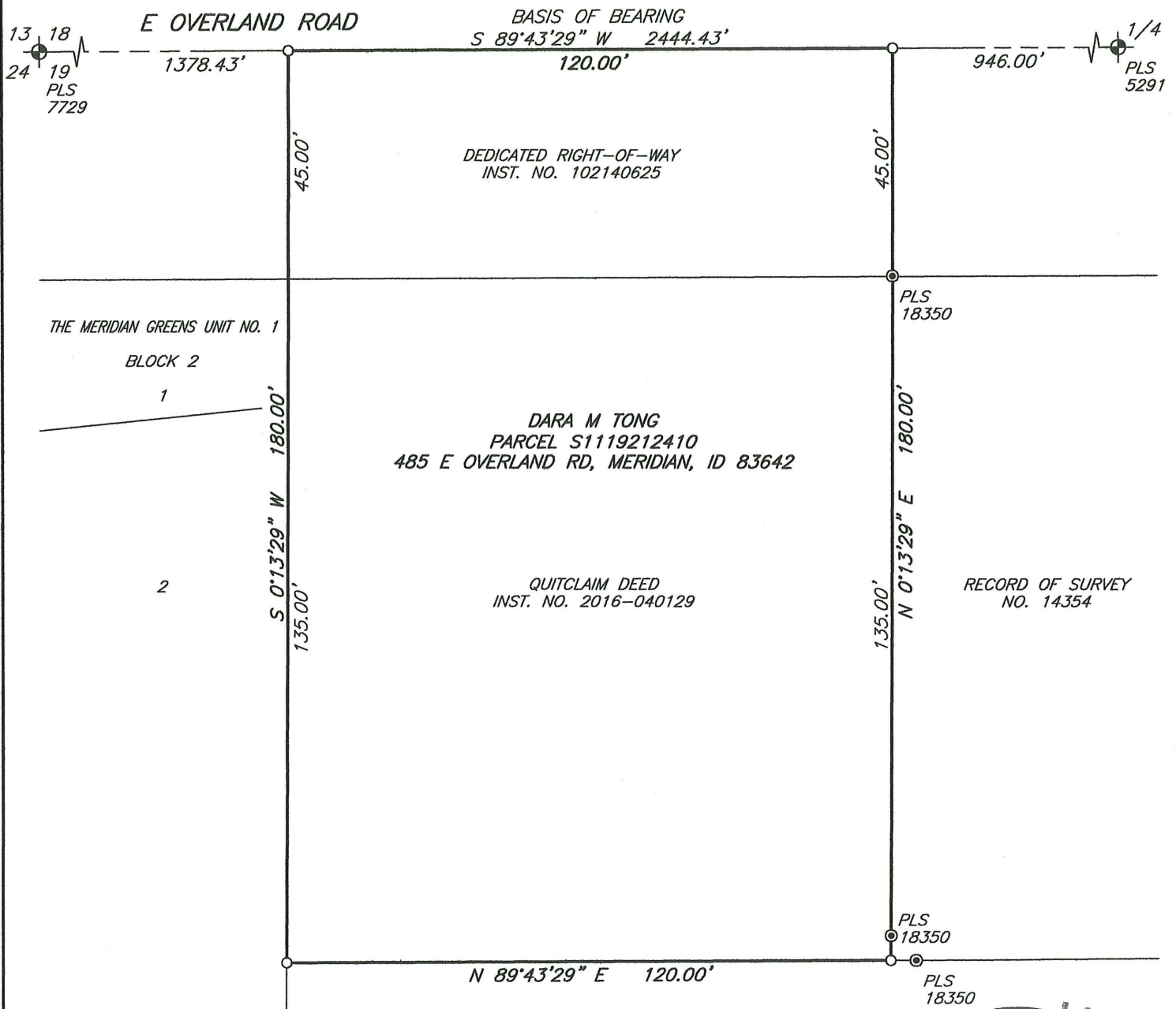
Thence N 0°13'29" E a distance of 180.00 feet to the POINT OF BEGINNING.

This parcel contains 21,600 square feet (0.496 acres).

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
November 6, 2025



SKETCH TO ACCOMPANY ANNEXATION DESCRIPTION FOR
DARA TONG LOCATED IN THE NE 1/4 OF THE NW 1/4
OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST,
BOISE MERIDIAN, ADA COUNTY, IDAHO



LEGEND



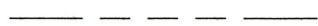
FOUND BRASS
CAP MONUMENT



FOUND 5/8" IRON PIN



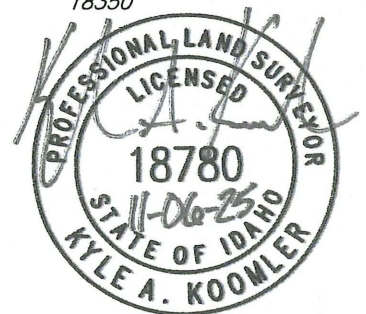
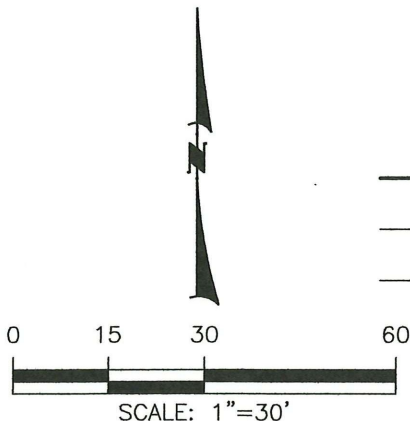
ANNEXATION BOUNDARY



SECTION LINE



PROPERTY LINE



CIVIL SURVEY CONSULTANTS, INC.
2893 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

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



In the Matter of the Request for annexation, by Dara Tong.

Case No(s). H-2025-0049

For the City Council Hearing Date of: March 3, 2026 continued to March 10, 2026 (Findings on March 24, 2026)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 10, 2026, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 10, 2026, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 10, 2026, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 10, 2026, 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 March 10, 2026, 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 is hereby approved per the conditions of approval in the Staff Report for the hearing date of March 10, 2026, 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 March 10, 2026

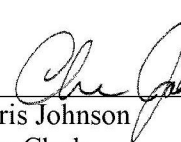
By action of the City Council at its regular meeting held on the 17th day of March, 2026.

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



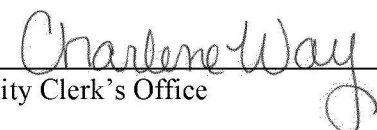
John Overton, Council President 3-17-2026

Attest:



Chris Johnson 3-17-2026
City Clerk

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

By:  _____ Dated: 3-17-2026
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT

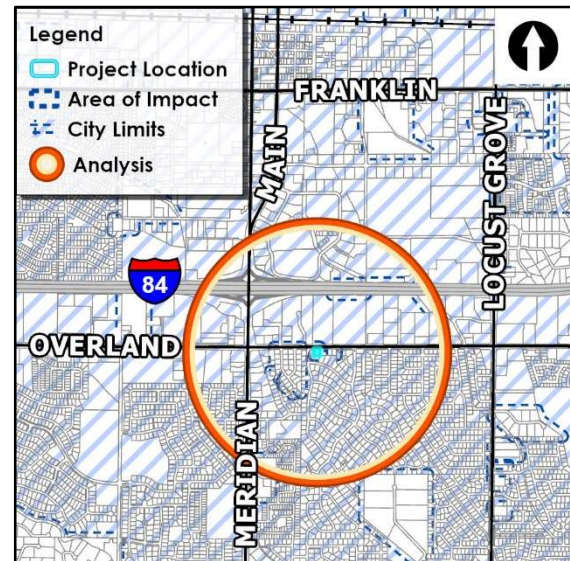


HEARING DATE: 3/10/2026
TO: Mayor & City Council
FROM: Linda Ritter, Associate Planner
208-884-5533
lritter@meridiancity.org

APPLICANT: Dara Tong

SUBJECT: H-2025-0049
Tong Annexation - AZ

LOCATION: 485 E. Overland Road, located in the N
½ of Section 19, T.3N, R. 1E, Parcel #
S1119212410



I. PROJECT OVERVIEW

A. Summary

Annexation of approximately 0.496 acres of land from R1 in Ada County to the R-4 zoning district. The applicant entered into an agreement with the City to annex within six months of receiving City utility services due to a failed septic system.

B. Issues/Waivers

There is an existing detached accessory structure on the property that encroaches into the required rear setback.

C. Recommendation

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

D. Decision

Approved with conditions

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Residential	-
Proposed Land Use(s)	Residential	-
Existing Zoning	R1 (Ada County)	VII.A.2
Proposed Zoning	R-2	
Adopted FLUM Designation	Medium Density Residential	VII.A.3
Proposed FLUM Designation	Medium Density Residential	

Table 2: Process Facts

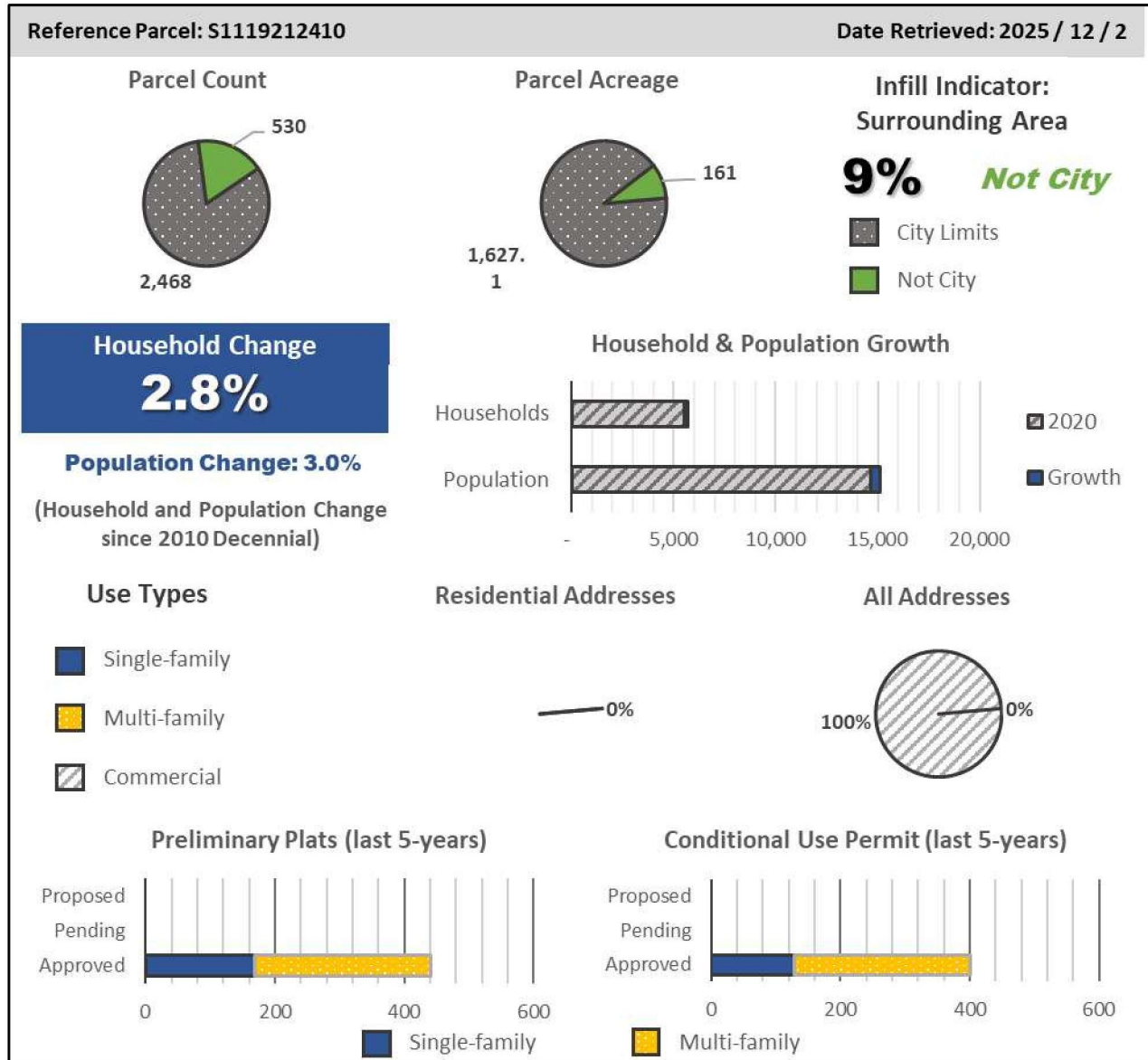
Description	Details
Preapplication Meeting date	10/14/2025
Neighborhood Meeting	10/1/2025
Site posting date	2/19/2026

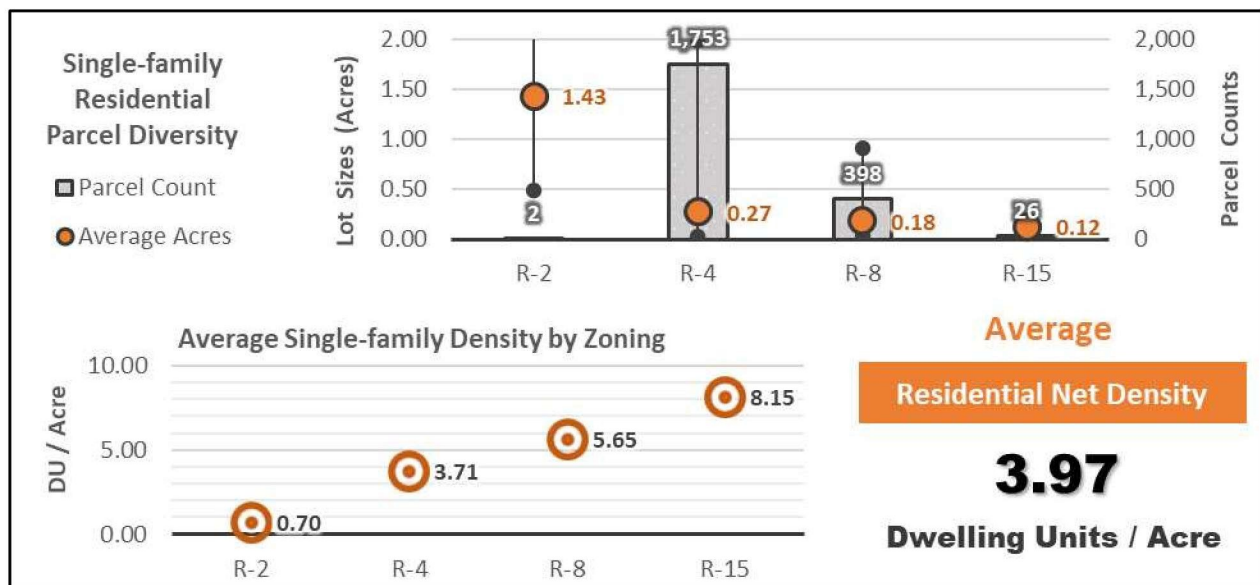
Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		-
• Comments Received	No comment	-
• Commission Action Required	No	-
• Access	E. Overland Road	-
• Traffic Level of Service	N/A	-
ITD Comments Received	No Comment	IV.L
Meridian Fire	No Comment	-
Meridian Police	No Comment	-
Meridian Public Works Wastewater	No Comment	-
Meridian Public Works Water	No Comment	

Note: City/Agency Comments and Conditions Section and public record for all department/agency comments received. Tong Annexation AZ H-2025-0049 (copy this link into a separate browser).

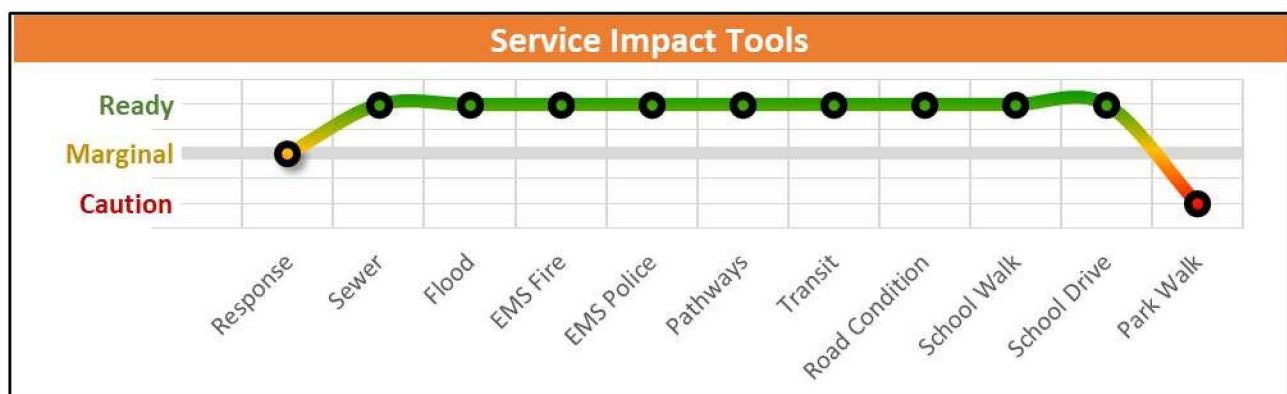
Figure 1: One-Mile Radius Existing Condition Metrics





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

Figure 2: Service Impact Summary



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

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The MDR designation allows for dwelling units at gross densities of three to eight dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

The property is developed with an existing residence, and the property owner intends to continue this use and has requested the R-4 zoning district.

Table 4: Project Overview

Description	Details
History	N/A
Acreage	0.372
Lots	1

B. Site Development and Use Analysis

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

The applicant is not proposing any changes to the existing site. The annexation request is being made due to the failure of the existing septic system and the need to connect to City services. An existing detached accessory structure on the property encroaches into the required rear setback. Because no redevelopment is proposed, the applicant must either remove the structure or obtain approval from the City Council to allow it to remain as a legal nonconforming (grandfathered) structure.

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

The Applicant proposes to annex a 0.496 acre parcel, including the adjacent right-of-way to the section line of E. Overland Road with an R-4 (Low-Density Residential) zoning district. A legal description and exhibit map for the annexation area is included in VII.D. This property is within the City's Area of City Impact boundary. The reason for annexation is the septic system was failing on the single-family residential property, and Applicant had to hook-up to City water and sewer service. No new development or redevelopment of the property is proposed at this time and the use will remain residential for the foreseeable future.

The Applicant entered into an agreement with the City for extension of domestic water and sewer service outside Meridian city limits for the subject property (Inst. #2025-034475). This agreement allowed the property to hook up to City water and sanitary sewer service with disconnection from the private well and septic system. A provision of the agreement requires the property owner to apply for annexation of the property into the City as proposed with this application.

Single-family detached dwellings are listed as a principally permitted use in the R-4 zoning district per UDC Table 11-2A-2.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **To ensure future development is consistent with the Comprehensive Plan and the land use desired for this property, Staff recommends a Development Agreement as a provision of annexation pursuant to Idaho Code Section 67-6511A, which requires the property to be rezoned and the agreement modified to include a conceptual development plan prior to any change in use and/or development of the property.**

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

The proposed existing house appears to comply with the dimensional standards of the district.

C. Design Standards Analysis

1. 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. The existing home meets the required number of off-street parking spaces per [*UDC Table 11-3C-6*](#) for a three (3) bedroom home; four (4) parking spaces are required, at least 2 in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad. The existing home has an enclosed two-car garage and a detached one-car garage.

Off-street parking is required to be provided in accord with the standards listed in *UDC Table*

The existing home is indicated to have three (3) bedrooms which requires a 20' by 20' garage and parking pad. The applicant is in compliance with these standards.

D. Transportation Analysis

1. Access (*Comp Plan 6.01.02B, UDC 11-3A-3, UDC 11-3H-4*):

Access to the property is via E. Overland Road. With future redevelopment of the property, access via E. Overland Road and interconnectivity with adjacent properties will be evaluated in accordance with the provisions listed in UDC 11-3A-3.

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

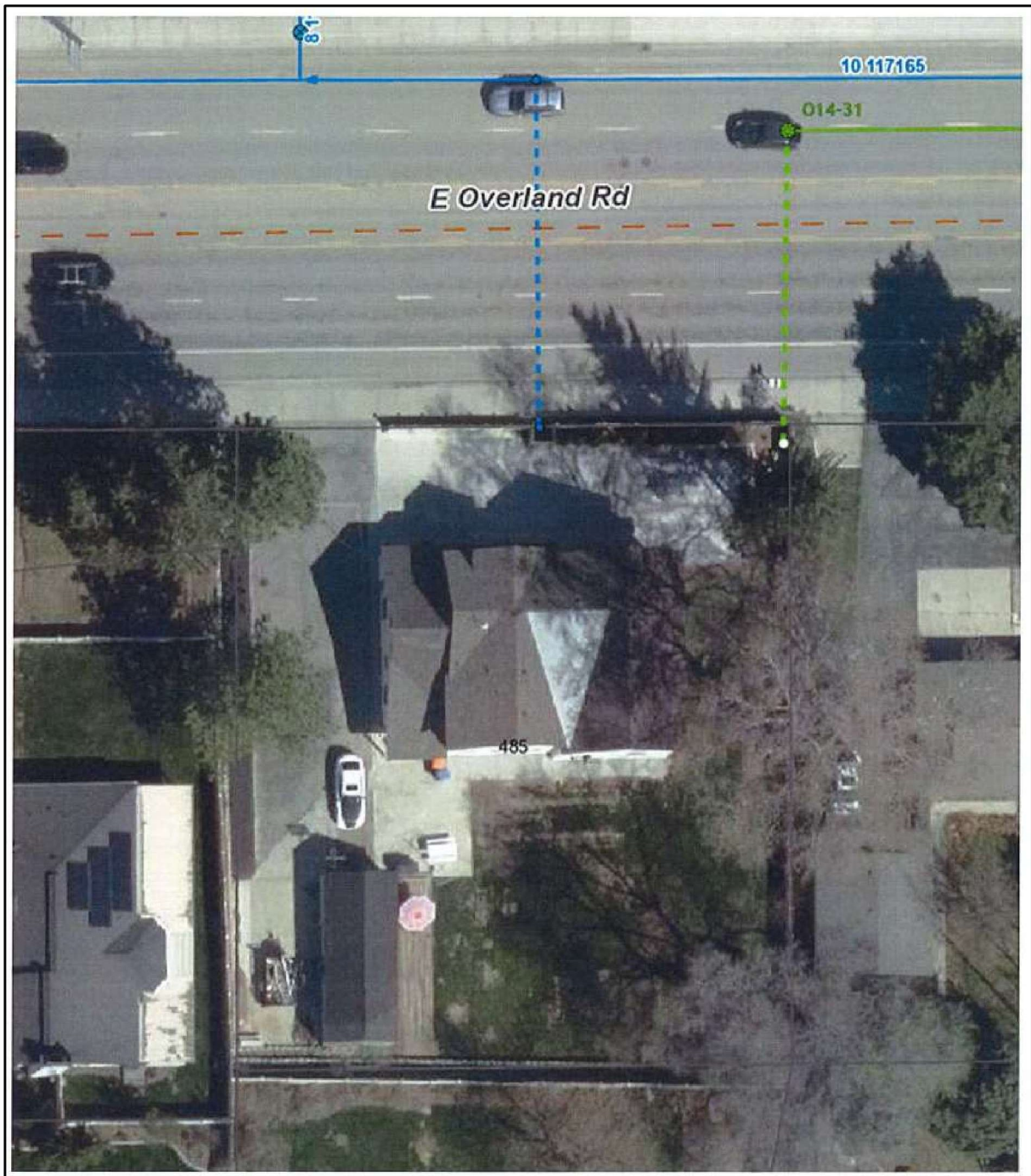
Overland Road is improved with an existing 7-foot wide attached concrete sidewalk abutting the site in accordance with UDC standards. Staff is not recommending that this sidewalk be replaced with and 7-foot detached sidewalk.

E. Services Analysis

1. Utilities (*Comp Plan 3.03.03G, UDC 11-3A-21*):

Connection to City water and sewer services is required in accordance with UDC 11-3A-21. **The Applicant entered into an agreement with the City for extension of domestic water and sewer service outside Meridian city limits for the subject property (Inst. #2025-034475). The Applicant is currently connected to City utilities.**

Comprehensive Plan policy 3.03.03G requires urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.



IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision for 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.

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. Prior to any change in use or redevelopment of the subject property, a rezone to a commercial and/or a higher density residential zoning district and a modification to this agreement shall be requested to include a conceptual development plan consistent with the Mixed-Use Regional Future Land Use Map (FLUM) designation and guidelines in the Comprehensive Plan.
- b. Future redevelopment of the property will evaluate access via E. Overland Road and interconnectivity with adjacent properties in accordance with the provisions listed in UDC 11-3A-3.
- c. Future development of this site shall be consistent with the applicable standards in the city of Meridian's Unified Development Code.

B. Meridian Public Works

No Comment

C. Irrigation Districts

1. Nampa & Meridian Irrigation District

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=425413&dbid=0&repo=MeridianCity>

D. Ada County Development Services

<https://weblink.meridiancity.org/WebLink/browse.aspx?id=425413&dbid=0&repo=MeridianCity>

E. Idaho Transportation Department (ITD)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=425413&dbid=0&repo=MeridianCity>

V. FINDINGS

A. Annexation (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;

Council finds annexation of the subject property with an R-2 zoning district and requirement for the property to redevelop in the future consistent with the Medium Density Residential future land use map designation in the Comprehensive Plan is appropriate for this property (see Section III for more information).

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

Council finds the proposed map amendment to the R-2 zoning district is consistent with the purpose statement for the residential districts in UDC 11-2B-1, 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;

Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed residential use 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

Council finds that the proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site.

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

Council finds the proposed annexation is in the best interest of the City.

VI. ACTION

A. Staff:

Staff recommends approval of the proposed annexation with the requirement of a Development Agreement 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 February 5, 2026. At the public hearing, the Commission moved to recommend approval of the subject Annexation requests.

1. Summary of Commission public hearing:
 - a. In favor: Dara Tong, Applicant
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Linda Ritter
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by Commission:
 - a. Nonconforming shed that the applicant would like to keep on the property and will request City Council allow it to remain as a legal nonconforming structure.
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 March 10, 2026. At the public hearing, the Council moved to approve the subject annexation requests.

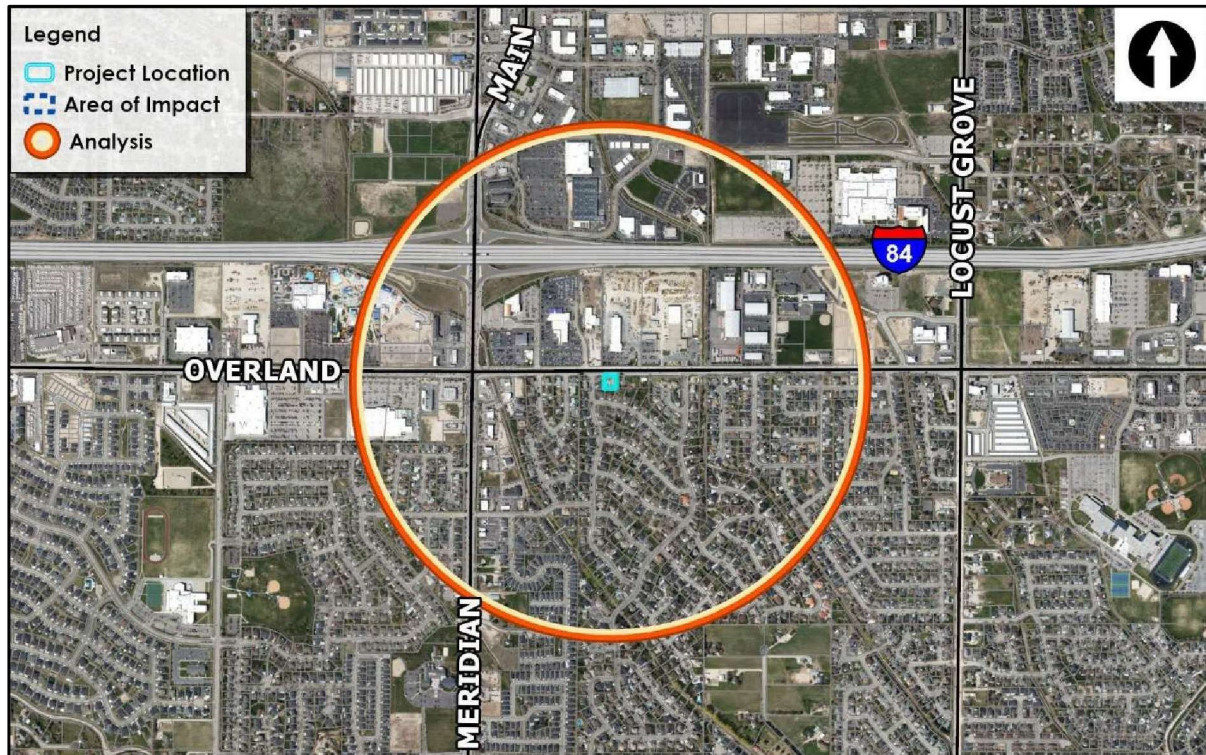
1. Summary of the City Council public hearing:
 - a. In favor: Applicant
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Linda Ritter
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. None
4. City Council change(s) to Commission recommendation:
 - a. Allow applicant to keep on the existing structure that does not meet the current setbacks as a legal nonconforming structure.

VII. EXHIBITS

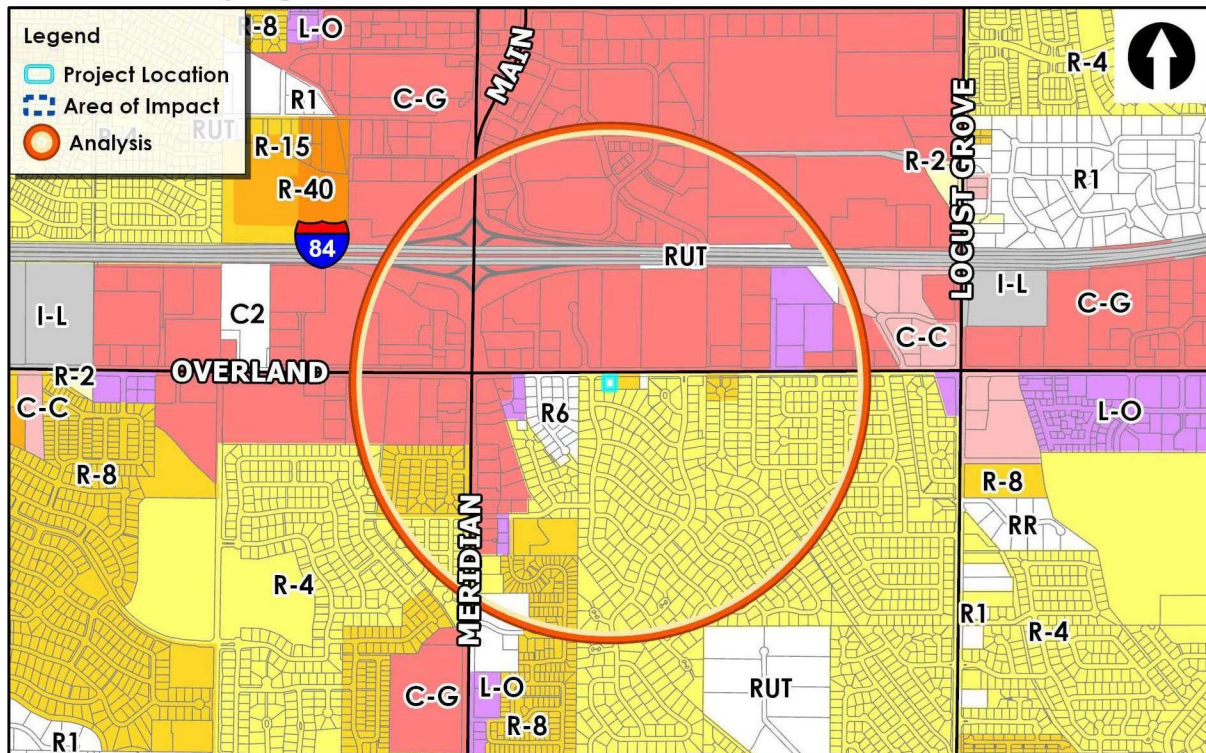
A. Project Area Maps

(link to [Project Overview](#))

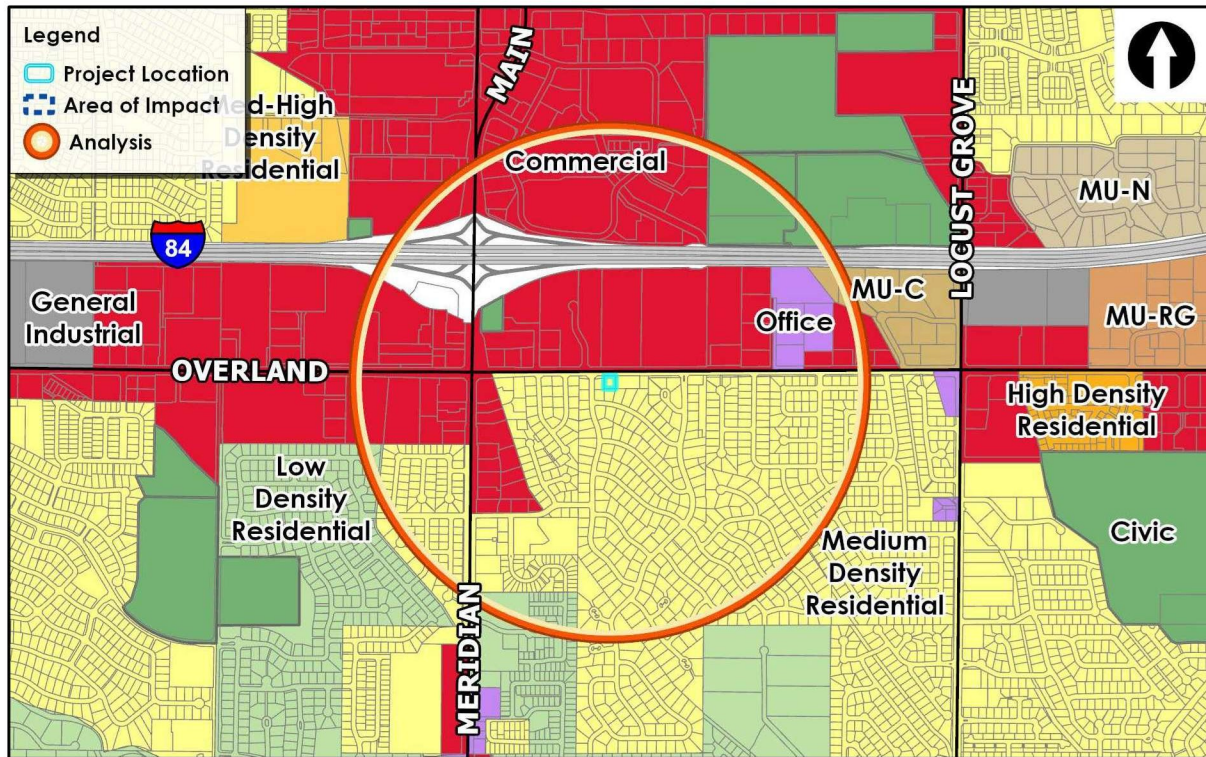
1. Aerial



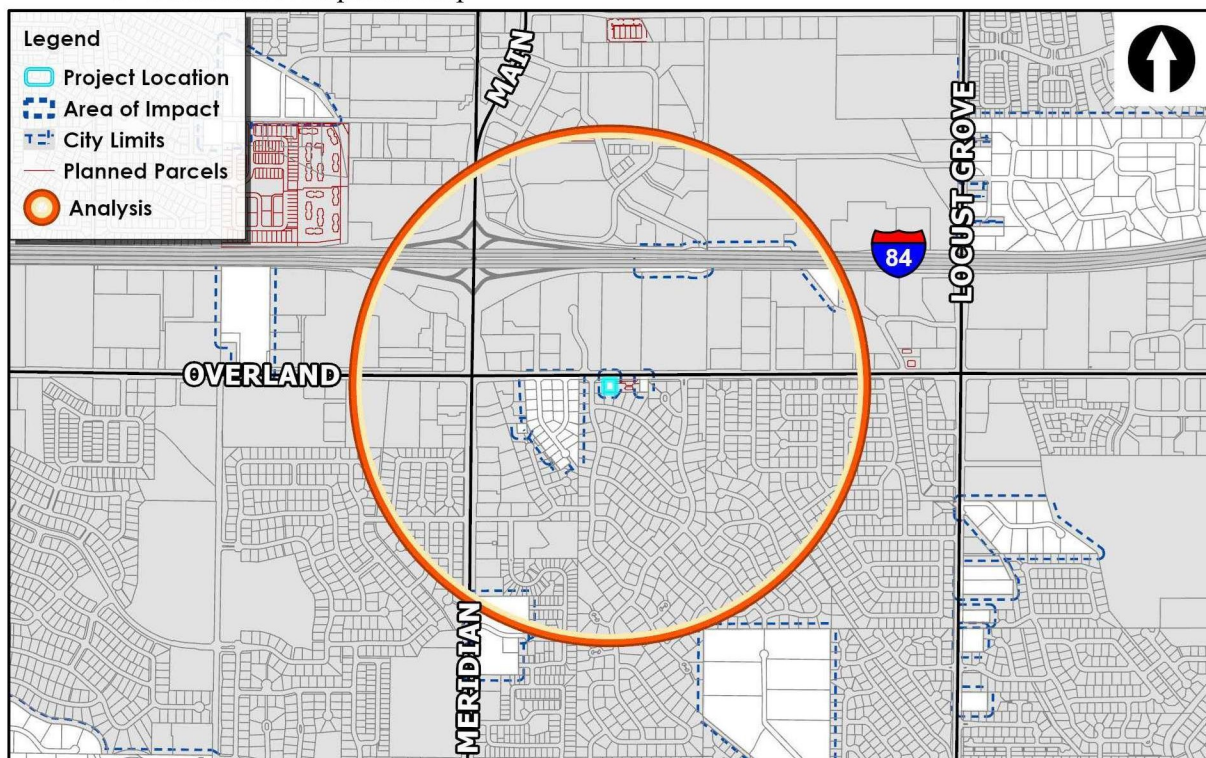
2. Zoning Map



3. Future Land Use



4. Planned Development Map



5. Map Notes

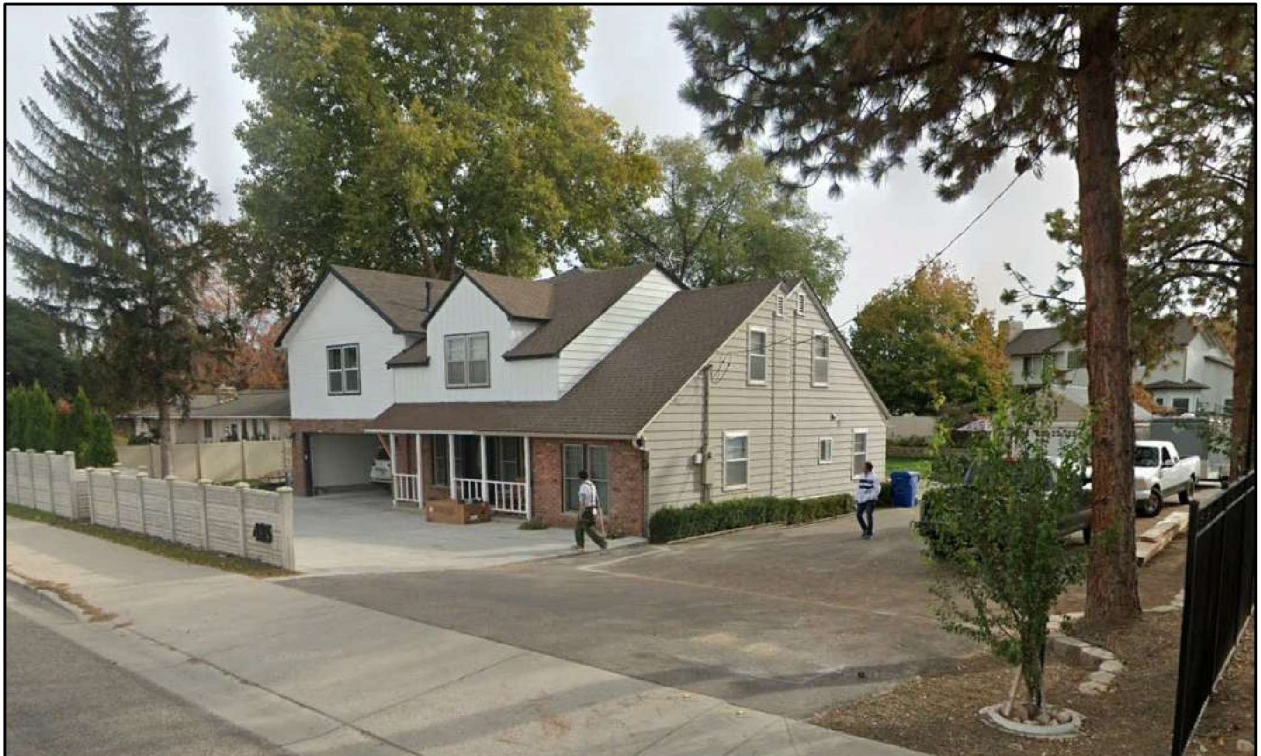
Nearby Recent Preliminary Plats (within last 5-years)

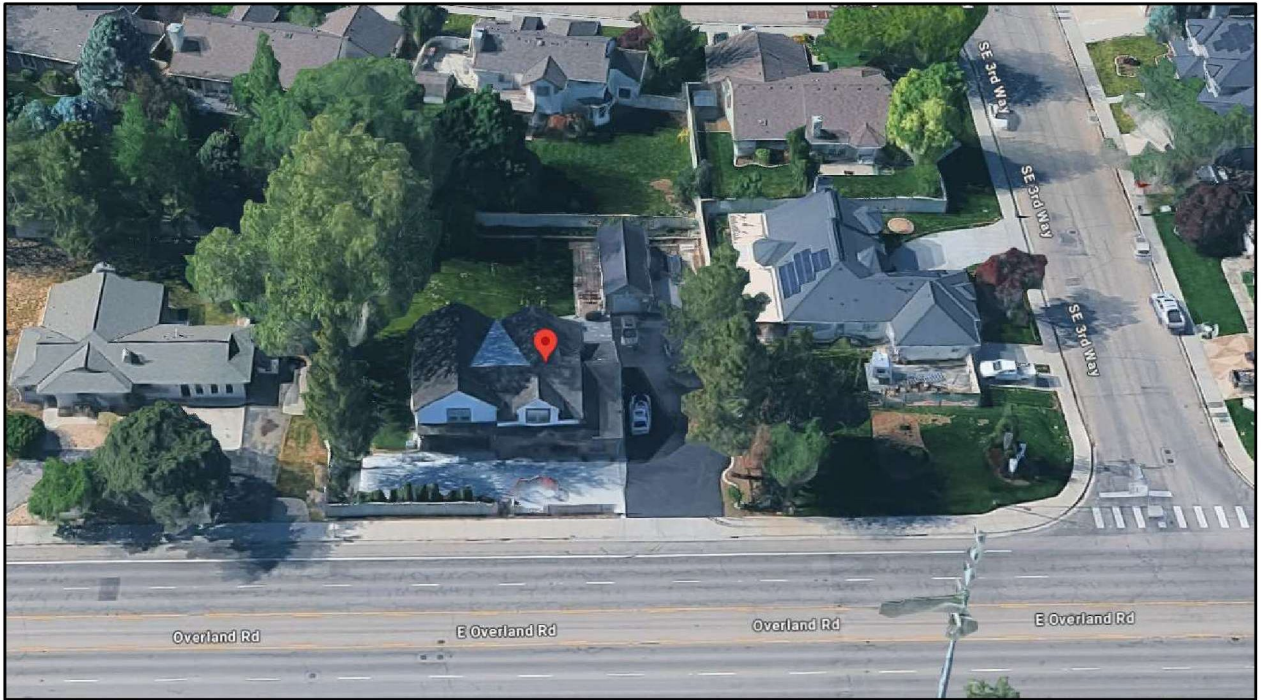
H-2018-0081 H-2018-0089 H-2019-0140 H-2021-0085 H-2022-0094 H-2023-0034
H-2022-0048 H-2024-0012

Nearby Recent Conditional Use Permits (within last 5-years)

H-2019-0150 H-2020-0105 H-2022-0048

B. Subject Site Photos





C. Service Accessibility Report

PARCEL S119212410 SERVICE ACCESSIBILITY

Overall Score: 32	53rd 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 < 5 min.	GREEN
Emergency Services Police	Reporting District meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Within 1/4 mile of current transit route	GREEN
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	No park within walking distance by park type	RED

D. Annexation Legal Description & Exhibit Map

ANNEXATION DESCRIPTION FOR DARA TONG

A parcel located in the NE 1/4 of the NW 1/4 of Section 19 Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the northeasterly corner of said NE 1/4 of the NW 1/4, from which a brass cap monument marking the northwesterly corner of said Section 19 bears S 89°43'29" W a distance of 2444.43 feet;

Thence S 89°43'29" W along the northerly boundary of said NE 1/4 of the NW 1/4 a distance of 946.00 feet to the POINT OF BEGINNING;

Thence continuing S 89°43'29" W a distance of 120.00 feet to a point;

Thence leaving said northerly boundary S 0°13'29" W a distance of 180.00 feet to a point;

Thence N 89°43'29" E a distance of 120.00 feet to a point;

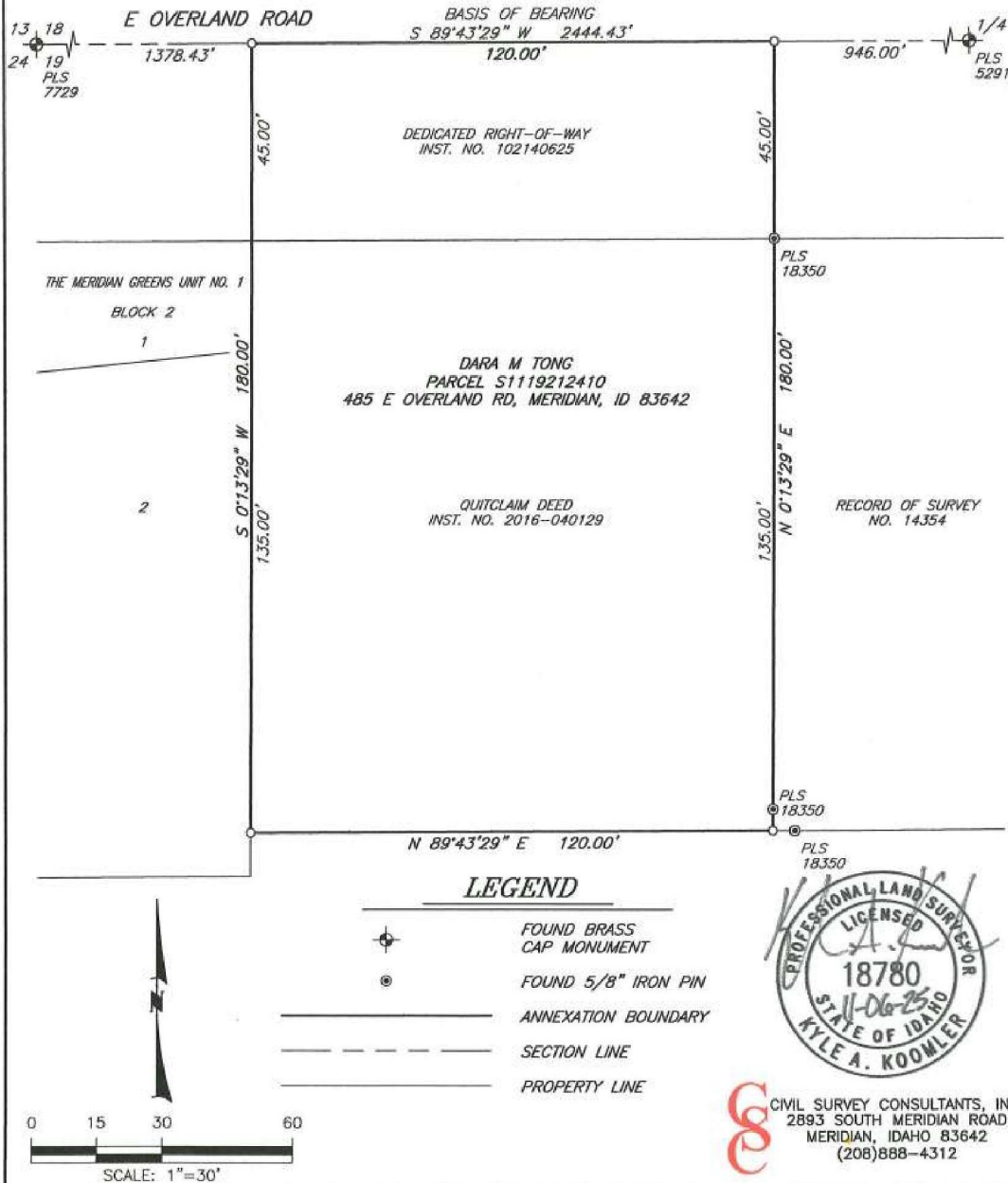
Thence N 0°13'29" E a distance of 180.00 feet to the POINT OF BEGINNING.

This parcel contains 21,600 square feet (0.496 acres).

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
November 6, 2025



SKETCH TO ACCOMPANY ANNEXATION DESCRIPTION FOR
DARA TONG LOCATED IN THE NE 1/4 OF THE NW 1/4
OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST,
BOISE MERIDIAN, ADA COUNTY, IDAHO



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

(link to [Community Metrics](#))

A. One-Mile Radius Existing Condition Notes

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

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

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

B. Mixed Use Analysis Notes

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

C. Service Assessment Notes

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

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

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

D. ACHD Roadway Infographic Notes

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

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

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

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