

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **High Lakes LLC, Owner**
 3. **E5 Holdings LLC, Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 28th day of March, 2023, 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, **High Lakes, LLC**, whose address is 1678 Diamond River Dr., St. George, Utah 84790, hereinafter called OWNER, and **E5 Holdings LLC**, whose address is P.O. Box 1613, Meridian, Idaho 83680, hereinafter called 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 of 8.20 acres of land and a rezone from RUT (Rural-Urban Transition) zoning district to 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 annexation and zoning 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 December, 2022, 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 that 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:** means and refers to **High Lakes LLC**, whose address is 1678 Diamond River Dr., St. George, Utah 84790, hereinafter called OWNER, the party that owns said Property and shall include any subsequent owner(s) of the Property.
 - 3.3 **DEVELOPER:** means and refers to **E5 Holdings LLC**, whose address is P.O. Box 1613, Meridian, Idaho 83680, hereinafter called DEVELOPER, the party that is developing said Property and shall include any subsequent developer(s) of the Property.
 - 3.4 **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 approved by City Council and the provisions contained herein.

b. The existing home on Lot 3, Block 3 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.

c. There shall be no windows on the second story of homes that face north toward Zebulon Heights subdivision along the northern boundary of the proposed subdivision west of N. Rogue River Ave. in Block 1;

d. The developer shall encourage backyard landscaping to assist in buffering the larger lots and homes to the north.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning or it is 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:

<p>CITY: City Clerk City of Meridian 33 E. Broadway Ave. Meridian, Idaho 83642</p>	<p>with copy to: City Attorney City of Meridian 33 E. Broadway Avenue Meridian, Idaho 83642</p>
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<p>OWNER: High Lakes LLC 1678 Diamond River Dr. St. George, Utah 84790</p>	<p>DEVELOPER: E5 Holdings LLC P.O. Box 1613 Meridian, Idaho 83680</p>
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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. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.
21. **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.
 - 21.1 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.
22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and 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:
High Lakes LLC

Robert B. Hilton
By:
Its:

STATE OF Utah)
County of Washington : ss:

On this 27 day of March, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert B. Hilton, known or identified to me to be the manager of High Lakes LLC and the person who signed above and acknowledged to me that they executed the same.

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



[Signature]
Notary Public
My Commission Expires: 9/2/25

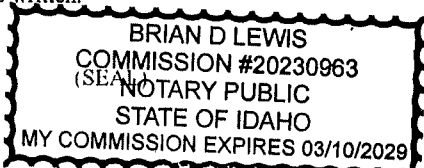
DEVELOPER:
E5 Holdings LLC

[Signature]
By:
Its:

STATE OF Idaho)
County of Ada : ss:

On this 28 day of March, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Kyle Enzler, known or identified to me to be the Manager of E5 Holdings LLC and the person who signed above and acknowledged to me that they executed the same.

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



[Signature]
Notary Public
My Commission Expires: 3/10/29

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this ____ day of _____, 2023, 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

A Description for
R-8 Zone
March 4, 2022

All of Lot 4, Block 1, Jasmin Acres Subdivision as filed in Book 59 of Plats at Pages 5829 and 5830, records of Ada County, Idaho, located in the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho more particularly described as follows:

BEGINNING at the Center 1/4 corner of said Section 32 from which the 1/4 corner common to Sections 32 and 33, T.4N., R.1E., B.M., bears North 89°39'12" East, 2,657.16 feet;

thence on the east-west centerline of said Section 32 coincident with the south boundary line of Zebulon Heights Subdivision No. 2 as filed in Book 99 of Plats at Pages 12772 through 12774, records of Ada County, Idaho, North 89°39'12" East, 903.13 feet to the westerly boundary line of Delano Subdivision No. 1 as filed in Book 121 of Plats at Pages 19124 through 19128, records of Ada County, Idaho;

thence on said westerly boundary line the following two (2) courses and distances:

South 01°10'06" West, 511.26 feet;

South 16°07'46" West, 50.91 feet to the northerly boundary line of Champion Park Subdivision No. 3 as filed in Book 93 of Plats at Pages 11149 through 11153, records of Ada County, Idaho;

thence on said northerly boundary line the following five (5) courses and distances:

North 63°03'48" West, 177.52 feet;

North 70°46'48" West, 121.52 feet;

North 78°20'48" West, 160.92 feet;

North 66°08'48" West, 283.74 feet;



North 65°26'48" West, 72.27 feet to the Northeast corner of Lot 18, Block 17 of Champion Park Subdivision No. 2 as filed in Book 89 of Plats at Pages 10374 through 10377, records of Ada County, Idaho;

thence on the northerly boundary line of said Champion Park Subdivision No. 2 the following four (4) courses and distances

North 65°26'48" West, 38.74 feet;

North 53°12'48" West, 164.82 feet;

North 29°45'48" West, 43.31 feet;

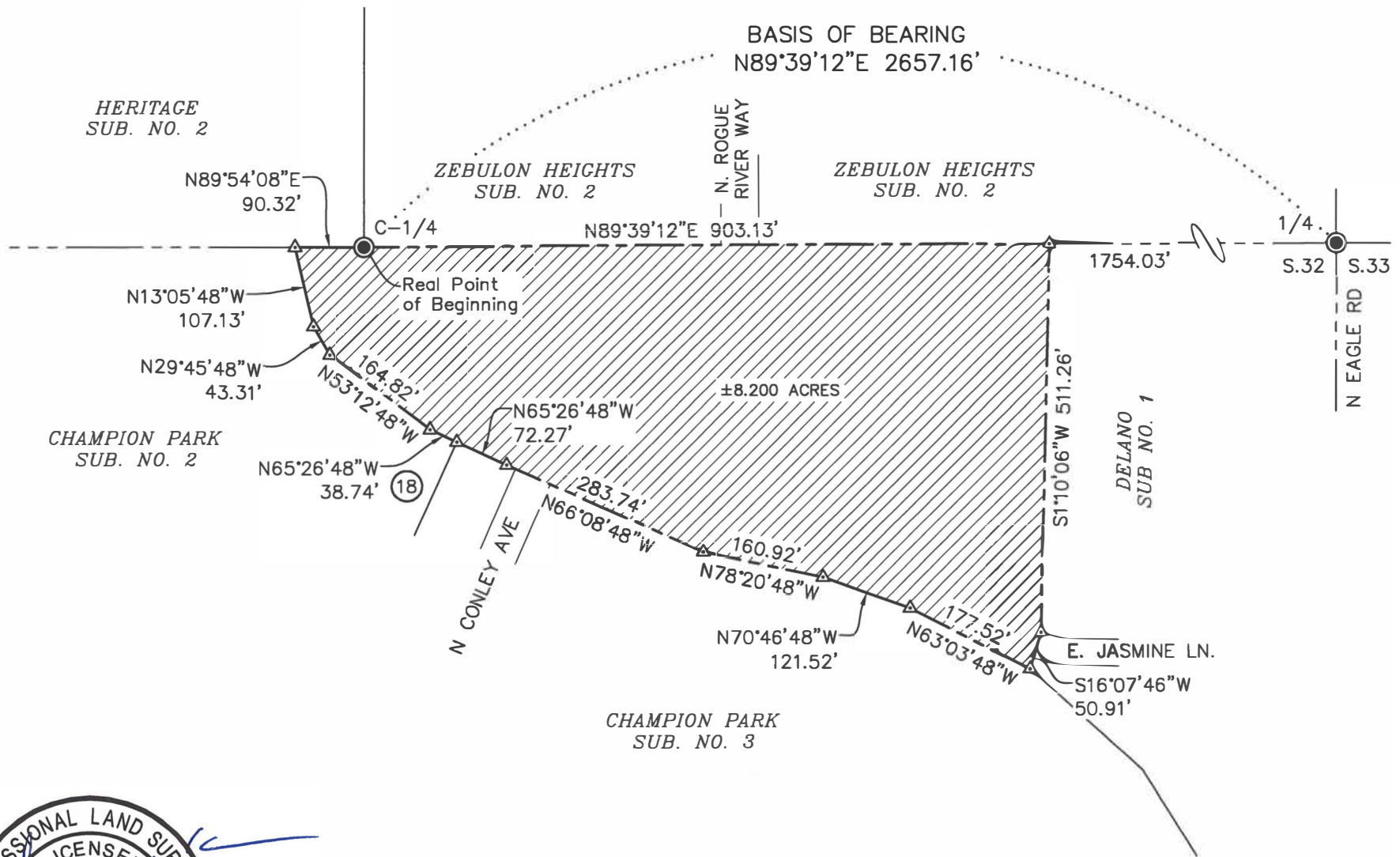
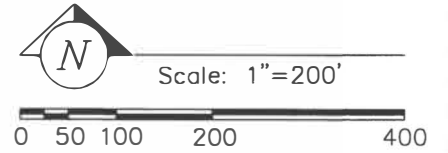
North 13°05'48" West, 107.13 feet to the east-west centerline of said Section 32 coincident with the south boundary line of Heritage Subdivision No. 2 as filed in Book 23 of Plats at Pages 1452 and 1453, records of Ada County, Idaho;

thence on said south boundary line, North 89°54'08" East, 90.32 feet to the **REAL POINT OF BEGINNING**.

Containing 8.200 acres, more or less.

End of Description.



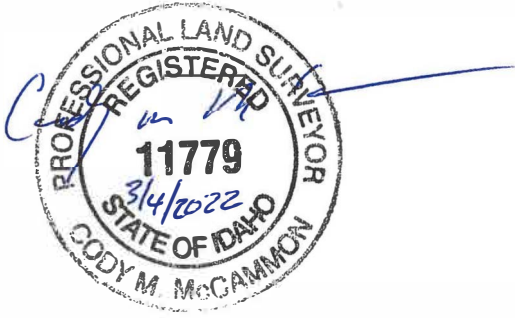
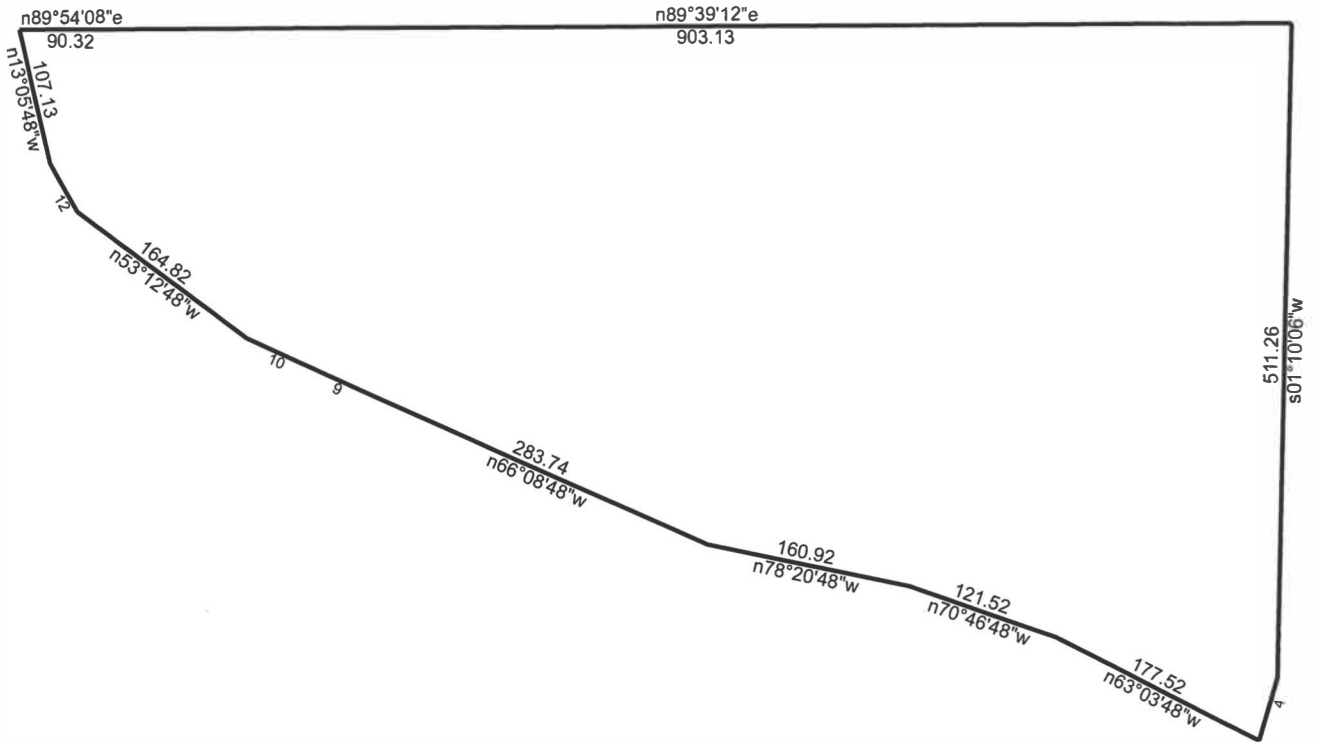


P:\2610 JASMINE LN 21-125\dwg\21125 Annexation Exh.dwg 3/4/2022 4:38:19 PM

ISG IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit Drawing for
R-8 ZONE
 Lot 4, Block 1, Jasmine Acres, Located in the NE1/4 of the SE1/4 & the NW1/4 of the SE1/4 of Section 32, T.4N., R.1E., B.M., Ada County, Idaho

Job No. 21-125
Sheet No. 1
Dwg. Date 3/4/2022



3/4/2022

Scale: 1 inch= 150 feet | File: R-8 Zone.ndp

Tract 1: 8.1987 Acres (357135 Sq. Feet), Closure: n63.5247w 0.01 ft. (1/483703), Perimeter=2726 ft.

- | | |
|---------------------|---------------------|
| 01 e21.87 n-7.81 | 11 n53.1248w 164.82 |
| 02 n89.3912e 903.13 | 12 n29.4548w 43.31 |
| 03 s01.1006w 511.26 | 13 n13.0548w 107.13 |
| 04 s16.0746w 50.91 | 14 n89.5408e 90.32 |
| 05 n63.0348w 177.52 | |
| 06 n70.4648w 121.52 | |
| 07 n78.2048w 160.92 | |
| 08 n66.0848w 283.74 | |
| 09 n65.2648w 72.27 | |
| 10 n65.2648w 38.74 | |

EXHIBIT B

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



In the Matter of the Request for Annexation of 8.20-Acres of Land with an R-8 Zoning District; and Preliminary Plat Consisting of 28 Building Lots and 6 Common Lots on 8.20-Acres of Land in the R-8 Zoning District for Kingstown Subdivision, by Kimley-Horn.

Case No(s). H-2022-0045

For the City Council Hearing Date of: November 22, 2022 (Findings on December 6, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of November 22, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of November 22, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of November 22, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of November 22, 2022, incorporated by reference)

B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of November 22, 2022, 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 & zoning and preliminary plat is hereby approved with the requirement of a development agreement per the provisions in the Staff Report for the hearing date of November 22, 2022, 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 Development Agreement Duration

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

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

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

E. Judicial Review

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

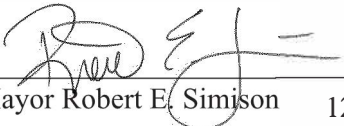
F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of November 22, 2022

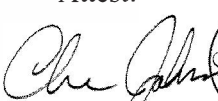
By action of the City Council at its regular meeting held on the 6th day of December, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN	VOTED <u>AYE</u>
COUNCIL VICE PRESIDENT JOE BORTON	VOTED <u>AYE</u>
COUNCIL MEMBER JESSICA PERREAULT	VOTED <u>AYE</u>
COUNCIL MEMBER LUKE CAVENER	VOTED <u>AYE</u>
COUNCIL MEMBER TREG BERNT	VOTED <u>AYE</u>
COUNCIL MEMBER LIZ STRADER	VOTED <u>AYE</u>
MAYOR ROBERT SIMISON (TIE BREAKER)	VOTED _____



Mayor Robert E. Simison 12-6-2022

Attest:



Chris Johnson 12-6-2022
City Clerk



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

By: 

City Clerk's Office

Dated: 12-6-2022

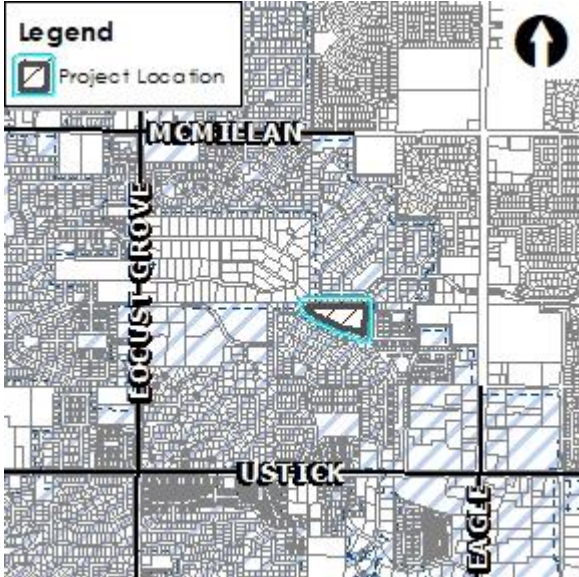
HEARING DATE: November 22, 2022

TO: Mayor & City Council

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

SUBJECT: Kingstown
H-2022-0045

LOCATION: 2610 E. Jasmine St., generally located in the south 1/2 of Section 32, T.4N., R.1E. (Parcel #R4582530400)



At the recommendation of Staff, a revised conceptual plat was submitted that depicts a reconfiguration of lots within the plat resulting in a reduction in building lots from 28 to 26 and an increase in common lots from 6 to 7 for a gross density of 3.17 units/acre (see Section VIII.B). If the Commission recommends approval of the revised concept plan, an updated plat, landscape plan and open space exhibit should be submitted at least 10 days prior to the Council meeting and the staff report will be updated accordingly.

I. PROJECT DESCRIPTION

Annexation of 8.20 acres of land with an R-8 zoning district; and preliminary plat consisting of 28 building lots and 6 common lots on 8.20 acres of land in the R-8 zoning district for Kingstown Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	8.20 acres	
Future Land Use Designation	Medium Density Residential (MDR)	
Existing Land Use	Single-family residential (SFR)/ag	
Proposed Land Use(s)	SFR	
Current Zoning	Rural Urban Transition (RUT) in Ada County	
Proposed Zoning	R-8 (Medium Density Residential)	
Lots (# and type; bldg/common)	<u>28 building/6 common</u>	
Phasing plan (# of phases)	2	
Number of Residential Units (type of units)	28 single-family detached units	

Density (gross & net)	3.42 units/acre (gross)	
Open Space (acres, total [%] / buffer / qualified)	1.23 acres (or 15%)	

Amenities	Picnic area in a 5,000+ square foot area; and dog waste station	
Physical Features (waterways, hazards, flood plain, hillside)	None	

Neighborhood meeting date	4/7/22	
History (previous approvals)	None	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> Staff report (yes/no) 	Yes	
<ul style="list-style-type: none"> Requires ACHD Commission Action (yes/no) 	No	
<ul style="list-style-type: none"> Existing Conditions 	There are (3) existing stub streets to this property (i.e. N. Conley Ave., N. Rogue River Ave., and E. Jasmine St.)	
<ul style="list-style-type: none"> CIP/IFYWP 	<ul style="list-style-type: none"> Locust Grove Road is scheduled in the IFYWP to be widened to 3-lanes from Ustick Road to McMillan Road. The design year is scheduled in 2025 and the construction date has not been determined. Wainwright Drive is scheduled in the IFYWP for the installation of wayfinding and bikeway signage in 2024. The intersection of Ustick Road and Locust Grove Road is listed in the CIP to be widened to 7-lanes on the north leg, 6-lanes on the south, 6-lanes east, and 6-lanes on the west leg, and replace/modify the signal between 2026 and 2030. 	

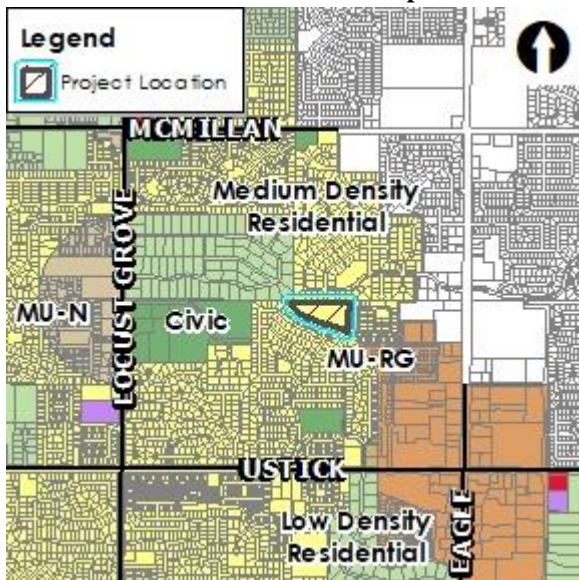
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access is proposed via the extension of existing stub streets from adjacent neighborhoods.	
Proposed Road Improvements	None	
Fire Service	<i>See Section IX.C</i>	
Police Service	<i>No comments received.</i>	

West Ada School District	<i>No comments received.</i>	
Distance (elem, ms, hs)		
Capacity of Schools		
# of Students Enrolled		
Wastewater		
<ul style="list-style-type: none"> Distance to Sewer Services 	Directly adjacent	
<ul style="list-style-type: none"> Sewer Shed 		
<ul style="list-style-type: none"> Estimated Project Sewer ERU's 	See application	
<ul style="list-style-type: none"> WRRF Declining Balance 		

• Project Consistent with WW Master Plan/Facility Plan	Yes
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section IX
Water	
• Distance to Services	Directly adjacent
• Pressure Zone	3
• Estimated Project Water ERU's	See application
• Water Quality Concerns	None
• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section IX

C. Project Maps

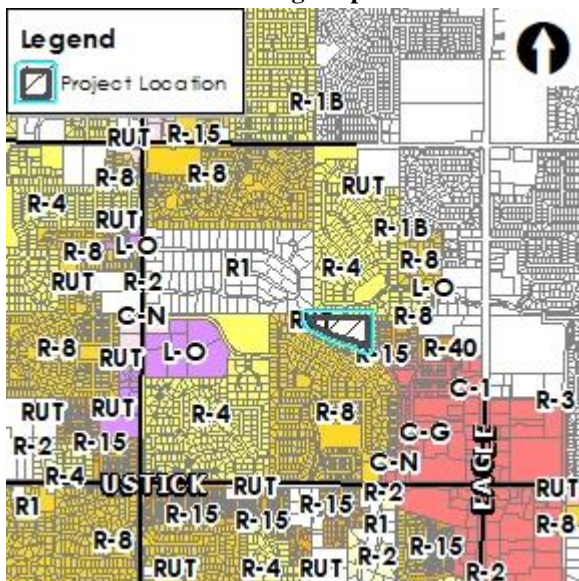
Future Land Use Map



Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant:

Nicolette Womack, Kimley-Horn – 950 W. Bannock St., Ste. 1100, Boise, ID 83702

B. Owner:

Robert Hilton, High Lakes, LLC – PO Box 1436, McCall, ID 83638

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	8/17/2022	11/6/2022
Radius notification mailed to property owners within 300 feet	8/11/2022	11/4/2022
Public hearing notice sign posted on site	8/8/2022	11/10/2022
Nextdoor posting	8/11/2022	11/4/2022

V. COMPREHENSIVE PLAN ANALYSIS

LAND USE: This property is designated as Medium Density Residential (MDR) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#). This designation allows for dwelling units at gross densities of 3 to 8 dwelling units per acre.

The subject property is an enclave surrounded by single-family residential properties on land also designated MDR on the FLUM. The Applicant proposes a 28-lot subdivision for single-family residential detached homes at a gross density of 3.42 units per acre, which is within the desired density range of the MDR designation.

TRANSPORTATION: The Master Street Map (MSM) does not depict any collector streets across this property.

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

- “Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian’s present and future residents.” (2.01.02D)

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 exist to the north, west and south and are also in the development process to the east; multi-family apartments exist in close proximity to this site to the southeast.

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)

City water and sewer service is available and can be extended by the developer with development in accord with UDC 11-3A-21.

- “Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.” (2.01.01G)

This area consists primarily of single-family detached homes with some multi-family apartments to the southeast; only single-family detached homes are proposed within this development. The proposed development offers a variety of lot sizes from 4,000 to 11,730 square feet (s.f.) with the existing home on a 22,912 s.f. lot.

- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

Although the gross density for the overall development at 3.42 units/acre is within and at the low end of the desired density range in the MDR designation, the lot sizes proposed in the first phase along the north boundary are not compatible in size and provide a poor transition to existing lots. The proposed lots in Phase I are mostly 4,000 square feet (or 0.09 acre), while the abutting existing lots in Zebulon Heights and Champion Park subdivisions are 0.25+ acre in size. The transition from proposed to existing homes along the north boundary range from a 2:1 to a 5:1 transition. A better transition in lot sizes should be provided. No buffering or screening is proposed.

The lot sizes proposed along the eastern boundary in Phase II are much larger/wider and range from a 1:1 to 1:4 transition. A better transition in lot sizes should be provided in this area as well. No buffering or screening is proposed.

The transition/lot configuration to the south and west is adequate as the lots are turned perpendicular to the existing lots.

- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)

The proposed and existing adjacent uses are all single-family residential, which should be generally compatible with each other; however, the lot sizes proposed along the north and east boundaries are not compatible with abutting residential lot sizes and may present conflicts due to not enough transition in lot sizes.

- “Support infill development that does not negatively impact the abutting, existing development. Infill projects in downtown should develop at higher densities, irrespective of existing development.” (2.02.02C)

The proposed infill development will likely negatively impact abutting homeowners to the north and future homeowners in this development along the eastern boundary in Phase II as there is not a compatible transition in lot sizes in these areas. Staff recommends the Commission and Council consider testimony from these homeowner’s in determining if the proposed development will negatively impact the abutting existing development (see letters of [public testimony](#) from neighbors).

- “Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development.” (3.03.03A)

The proposed development will connect to City water and sewer systems with development of the subdivision; services are required to be provided to and through this development in accord with current City plans.

- “Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D)

A 10-foot wide multi-use pathway connection is required between N. Conley Ave. and N. Rogue River Ave. in accord with the Pathways Master Plan. This pathway will provide a link between Champion Park and Zebulon Heights subdivisions.

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

Urban sewer and water infrastructure and curb, gutter and sidewalks are required to be provided with development of the subdivision.

- “Eliminate existing private treatment and septic systems on properties annexed into the City and instead connect users to the City wastewater system; discourage the prolonged use of private treatment septic systems for enclave properties.”

If annexed, the existing home will be required to abandon the existing septic system and connect to the City wastewater system.

- “Maximize public services by prioritizing infill development of vacant and underdeveloped parcels within the City over parcels on the fringe.” (2.02.02)

Development of the subject infill parcel will maximize public services.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 8.20 acres of land with an R-8 zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 28 single-family residential detached dwelling units at a gross density of 3.42 units per acre (see Sections VIII.B, E).

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.

This partially developed property is an enclave surrounded by existing and future single-family residential detached homes to the north (Zebulon Heights), south and west (Champion Park) and those in the development process to the east (Delano). As noted above in Section V, development of infill properties is supported provided it doesn’t negatively impact the abutting, existing development.

Because of the lack of adequate transition in lot sizes to the north, the proposed development will likely negatively impact abutting property owners. Additionally, the lack of transition in lot sizes along the east boundary will likely negatively impact the future owner of Lot 4, Block 3. Therefore, changes to the development plan are necessary to provide a better transition in lot sizes in these areas. [Letters of testimony](#) have been submitted by some of the adjacent existing residents requesting a better transition in lot sizes and density is provided.

One option would be to “down-zone” to R-4, which would require minimum lot sizes of 8,000 s.f. instead of 4,000 s.f., and a minimum street frontage of 60 feet instead of 40 feet, which would be result in larger, wider lots for greater compatibility with existing abutting lots. However, with the amount of right-of-way being provided with the extension of three (3) existing stub streets, the

retention of the existing home, and the provision of the required common open space, this would bring the gross density of the development below the minimum desired in the MDR designation.

Another option would be to stay with the R-8 zoning and reconfigure the lots along the north boundary in Phase I so that wider lots are provided in that area resulting in larger, fewer lots for a better transition; and add lots in Phase II resulting in smaller, narrower lots for a better transition to existing abutting properties – Staff prefers this option as the density should still be consistent with the MDR designation and the zoning would be consistent with that to the south, west and east. Staff recommends the Applicant make these changes to the plat & submit revised plans at least 15 days prior to the City Council hearing. A draft should be submitted to Staff prior to the Commission hearing demonstrating how these changes would affect the overall density and transition to adjacent properties.

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 IX.A.**

B. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 28 building lots and 6 common lots on 8.20 acres of land in the proposed R-8 zoning district. Proposed lots range in size from 4,000 to 57,541 square feet (s.f.) (or 0.09 to 1.32 acres). The proposed gross density of the subdivision is 3.42 units per acre. The subdivision is proposed to develop in two (2) phases as shown in Section VIII.B.

Existing Structures/Site Improvements: There is an existing home and several outbuildings on the property that are proposed to remain until development of Phase 2. With development of Phase 2, all of the existing structures will be removed except for the existing home, which will remain on Lot 3, Block 3. **Prior to the City Engineer’s signature on the second phase final plat, all existing structures that do not conform to the setbacks of the district are required to be removed.**

Dimensional Standards (UDC 11-2): The proposed plat and subsequent development is required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. The proposed plat appears to comply with the dimensional standards of the district.

Access: Access is proposed from the extension of existing local stub streets (i.e. N. Conley Ave., N. Rogue River Ave. and E. Jasmine St.) from the south, north and east.

Landscaping (UDC 11-3B): No street buffers are required per UDC [Table 11-2A-6](#) for internal local streets. Common open space landscaping is proposed as shown on the landscape plan in Section VIII.C.

There is a total of 176 existing trees on the site totaling 2,232.5 caliper inches (see existing tree inventory and plan in Section VIII.D). A total of 1,520 caliper inches are proposed to remain with 712.5 caliper inches proposed to be removed. **A total of 391 caliper inches are required for mitigation as set forth in UDC [11-3B-10C.5](#); a total of 170 is provided, which is 221 less than required. Staff recommends one (1) 2-inch caliper tree is provided in the front and back yards of each building lot toward the mitigation requirement, which would leave 109 caliper inches remaining that could be provided in common lots, or Alternative Compliance could be requested to this standard for the remaining mitigation trees (see UDC 11-5B-5 for more information).**

Landscaping is required along all pathways per the standards listed in UDC [11-3B-12C](#); the landscape plan should be revised accordingly.

Common Open Space & Site Amenities (UDC [11-3G-3](#)): A minimum of 15% (or 1.23 acres based on 8.20 acres) qualified open space is required to be provided in this development per the standards listed in UDC [11-3G-3](#).

An open space exhibit was submitted that depicts 1.23 acres (15%) common open space for the development (see Section VIII.E). Three (3) of the six (6) common open space lots (i.e. Lot 6, Block 2 and Lots 1 & 5, Block 3) are open grassy areas of at least 5,000 square feet (s.f.) in area and qualify toward the minimum standards. **Lot 1, Block 1 does not qualify; however, if the sidewalk is detached in this lot and an 8-foot wide landscaped parkway is provided, it would qualify per UDC 11-3G-3B.4.**

Although Lot 15, Block 1 and Lot 11, Block 2 meet most of the *quality* standards for open space areas listed in UDC 11-3G-3A, these areas do not demonstrate integration into the development as a priority and appear to be “leftover” areas that aren’t developable as building lots and don’t meet the *qualified* open space standards listed in UDC [11-3G-3B](#). Lot 15, Block 1 could qualify toward the open space requirement if an additional 70 s.f. is added to the lot in accord with UDC 11-3G-3B.1a. Lot 11, Block 2 could qualify if 715 s.f. is added to the common lot in accord with UDC 11-3G-3B.1a; or, a community garden could be added to the existing lot in accord with UDC 11-3G-3B.1; or, a minimum 20’ x 20’ plaza could be added to the existing lot, including hardscape, seating, lighting in accord with UDC 11-3G-3B.1. The plans should be revised as recommended by Staff to meet the minimum qualified open space standards.

Based on the area of the plat, a minimum of one (1) point of site amenity is required per the standards listed in UDC [11-3G-4B](#). The Applicant proposes amenities consisting of a dog waste station on Lot 15, Block 1 and a picnic area with a shelter and table and bench seating on Lot 6, Block 2, totaling 2.5 points, exceeding the minimum standard.

Pathways: The Pathways Master Plan depicts a multi-use pathway across this site connecting from the pathway along N. Conley Ave. at the south boundary to the pathway along Rogue River at the north boundary. **In accord with the Plan, a 10-foot wide multi-use pathway should be provided within a 14-foot wide public pedestrian easement; only a 5-foot wide sidewalk is proposed. Staff recommends the plat is revised to include a minimum 20-foot wide common lot to the south of Lot 1, Block 2 to provide a pathway connection from the existing pathway on the east side of Conley Ave. to the south to the common area on Lot 6, Block 2. This will be safer than running the pathway along the front of the building lots along Conley and Eagle View. Staff further recommends the multi-use pathway be extended through the common area on Lot 1, Block 3 and Lot 2, Block 3 and connect to the existing pathway to the north. The landscape plan should be revised to include this pathway and an easement should be submitted and recorded prior to the City Engineer’s signature on the final plat. Note: The Applicant submitted a revised conceptual plat that includes the 20-foot wide common lot for a pathway as recommended by Staff.**

Sidewalks ([11-3A-17](#)): Five-foot wide attached sidewalks are proposed within the development in accord with UDC standards.

Waterways: The Nourse Lateral runs off-site along the northern boundary of the site. Staff did not receive a response from Settler’s Irrigation District on whether or not an easement exists on this property for the lateral. If it does, it should be depicted on the plat and no encroachments allowed within the easement area.

Utilities ([UDC 11-3A-21](#)): Connection to City water and sewer services is required in accord with UDC 11-3A-21. The existing home proposed to remain on Lot 3, Block 3 is required to connect to City water and sewer service within 60 days of it becoming available as set forth in MCC [9-1-4](#) and [9-4-8](#).

Street lighting is required to be installed in accord with the City’s adopted standards, specifications and ordinances.

Pressurized Irrigation System (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.

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.

Building Elevations: Five (5) conceptual building elevations were submitted that demonstrate what future homes in this development will look like (see Section VIII.F). A mix of single-story, single-story with a bonus room and 2-story homes are proposed. ~~All of the floor plans for the proposed elevations depict a width of 40 feet for the homes which will not fit on at least 19 of the proposed lots and meet the required side yard building setbacks of 5 feet on each side—a minimum lot width of 50 feet would be needed in order to accommodate the proposed homes. With 30-foot wide homes, the elevations will be very garage dominated; the narrow lots will also not accommodate very much on-street parking, which is always a concern. Some of these issues should be alleviated with the lot configuration changes recommended by Staff. Prior to the Commission hearing, Staff recommends conceptual elevations are submitted for homes that will fit on all of the proposed lots.~~

VII. DECISION

A. Staff:

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

B. The Meridian Planning & Zoning Commission heard these items on October 20, 2022 (continued from August 18, 2022 and September 1 and 15, 2022). At the public hearing, the Commission moved to recommend approval of the subject AZ and PP requests.

1. Summary of Commission public hearing:

- a. In favor: Nicolette Womack and Teller Bard, Applicant's Representative; Kyle Enzler (Applicant/Property Owner)
- b. In opposition or Commenting: Leon Johnson; George Fullmer; Mike Bernard, Malissa Bernard; Alan Dixon, Roger Britton, Charlene Britton; Carol Windle; Mike McGough; George Windle
- c. Written testimony: Many letters of testimony were received – see public record.
- d. Staff presenting application: Sonya Allen
- e. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Concerns pertaining to extra traffic this development will generate through existing neighborhoods and safety of area children;
- b. Proposed lot sizes aren't compatible with those in adjacent existing developments;
- c. Request for property to be annexed with R-4 zoning and require minimum lot sizes consistent with adjacent lot sizes;
- d. Request for 2-story homes along north boundary to not have any windows on the second story that would look into adjacent single-story home lots;
- e. Require traffic calming measures in area streets to slow traffic for safety;
- f. Request for water trucks to be provided during construction to mitigate dust and for trailers and vehicles to be parked on-site and not in adjacent developments; request for existing stub streets on Rogue River & Conley to be closed until construction commences;
- g. Concern pertaining to the pathway in Alpine Pointe that many adults and children use to access the subdivision amenities and concerns pertaining to safety of those using it;

- c. Annexation the property with R-4 rather than R-8 zoning to increase the dimensional standards of the proposed lots and possibly reduce density and provide a better transition to existing lots;
 - d. Restriction on windows facing north on second stories of homes along the northern boundary of the site;
4. City Council change(s) to Commission recommendation:
- a. Remove Lot 10, Block 1 along northern boundary to provide a better transition in lot sizes to the north; no one parcel to the north shall have more than 3 portions of a lot adjacent to it; inclusion of DA provisions that prohibit any windows on the second story of homes that face north along the northern boundary of the subdivision west of Rogue River in Block 1; and the developer to encourage backyard landscaping to assist in buffering to the larger homes/lots to the north.

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map

A Description for
R-8 Zone
March 4, 2022

All of Lot 4, Block 1, Jasmin Acres Subdivision as filed in Book 59 of Plats at Pages 5829 and 5830, records of Ada County, Idaho, located in the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho more particularly described as follows:

BEGINNING at the Center 1/4 corner of said Section 32 from which the 1/4 corner common to Sections 32 and 33, T.4N., R.1E., B.M., bears North 89°39'12" East, 2,657.16 feet;

thence on the east-west centerline of said Section 32 coincident with the south boundary line of Zebulon Heights Subdivision No. 2 as filed in Book 99 of Plats at Pages 12772 through 12774, records of Ada County, Idaho, North 89°39'12" East, 903.13 feet to the westerly boundary line of Delano Subdivision No. 1 as filed in Book 121 of Plats at Pages 19124 through 19128, records of Ada County, Idaho;

thence on said westerly boundary line the following two (2) courses and distances:

South 01°10'06" West, 511.26 feet;

South 16°07'46" West, 50.91 feet to the northerly boundary line of Champion Park Subdivision No. 3 as filed in Book 93 of Plats at Pages 11149 through 11153, records of Ada County, Idaho;

thence on said northerly boundary line the following five (5) courses and distances:

North 63°03'48" West, 177.52 feet;

North 70°46'48" West, 121.52 feet;

North 78°20'48" West, 160.92 feet;

North 66°08'48" West, 283.74 feet;



North 65°26'48" West, 72.27 feet to the Northeast corner of Lot 18, Block 17 of Champion Park Subdivision No. 2 as filed in Book 89 of Plats at Pages 10374 through 10377, records of Ada County, Idaho;

thence on the northerly boundary line of said Champion Park Subdivision No. 2 the following four (4) courses and distances

North 65°26'48" West, 38.74 feet;

North 53°12'48" West, 164.82 feet;

North 29°45'48" West, 43.31 feet;

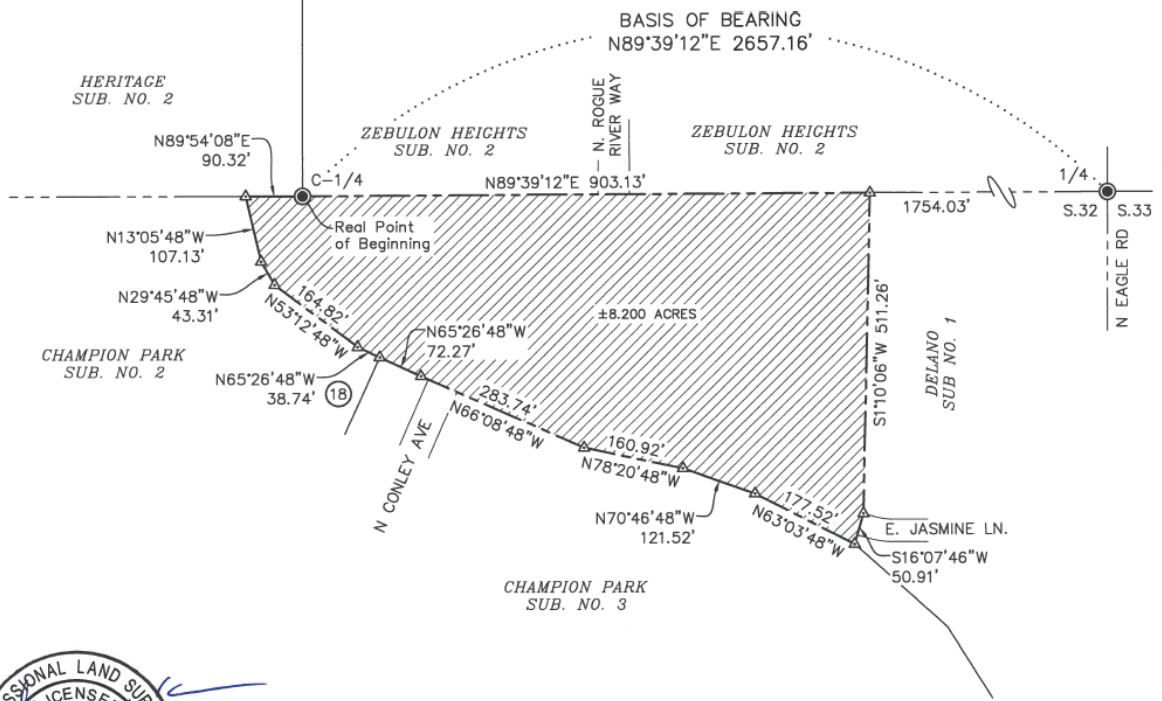
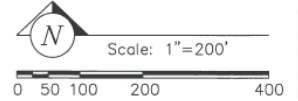
North 13°05'48" West, 107.13 feet to the east-west centerline of said Section 32 coincident with the south boundary line of Heritage Subdivision No. 2 as filed in Book 23 of Plats at Pages 1452 and 1453, records of Ada County, Idaho;

thence on said south boundary line, North 89°54'08" East, 90.32 feet to the to the **REAL POINT OF BEGINNING**.

Containing 8.200 acres, more or less.

End of Description.



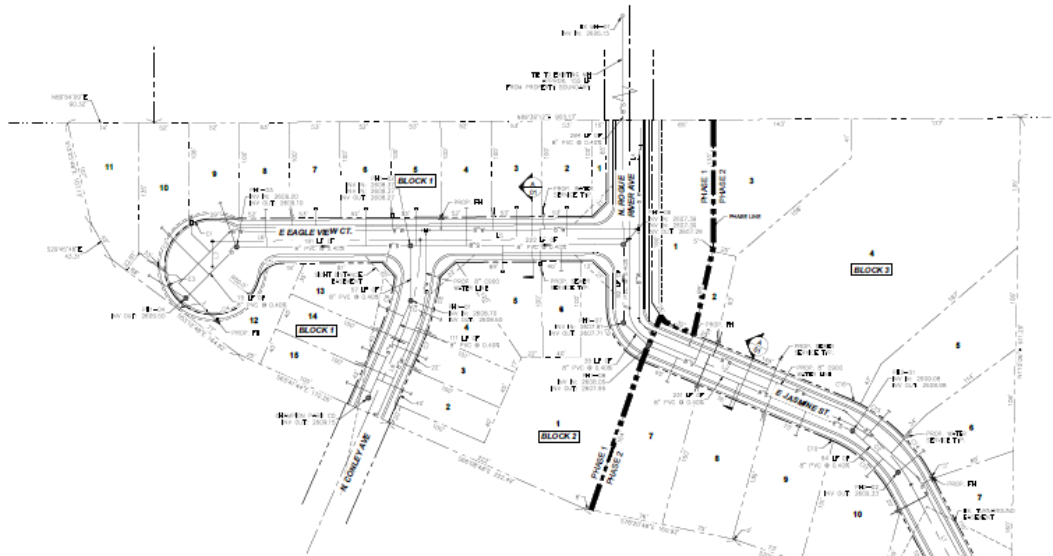


P:\2610 JASMINE LN 21-125\deg\21125 Annexation Esh.dwg 3/4/2022 4:38:19 PM

IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit Drawing for
R-8 ZONE
 Lot 4, Block 1, Jasmine Acres, Located in the NE1/4 of the SE1/4 & the NW1/4 of the SE1/4 of Section 32, T.4N., R.1E., B.M., Ada County, Idaho

Job No. 21-125
Sheet No. 1
Dwg. Date 3/4/2022



LOT AREA TABLE		
LOT NUMBER	BLOCK NUMBER	LOT AREA (SQ. FT.)
1	BLOCK 1	5,816
2	BLOCK 1	5,200
3	BLOCK 1	5,200
4	BLOCK 1	5,200
5	BLOCK 1	5,200
6	BLOCK 1	5,200
7	BLOCK 1	5,200
8	BLOCK 1	5,200
9	BLOCK 1	5,200
10	BLOCK 1	5,200
11	BLOCK 1	5,200
12	BLOCK 1	5,200
13	BLOCK 1	5,200
14	BLOCK 1	5,200
15	BLOCK 1	5,200

LOT AREA TABLE		
LOT NUMBER	BLOCK NUMBER	LOT AREA (SQ. FT.)
1	BLOCK 2	5,200
2	BLOCK 2	5,200
3	BLOCK 2	5,200
4	BLOCK 2	5,200
5	BLOCK 2	5,200
6	BLOCK 2	5,200
7	BLOCK 2	5,200
8	BLOCK 2	5,200
9	BLOCK 2	5,200
10	BLOCK 2	5,200
11	BLOCK 2	5,200
12	BLOCK 2	5,200
13	BLOCK 2	5,200
14	BLOCK 2	5,200
15	BLOCK 2	5,200

LOT AREA TABLE		
LOT NUMBER	BLOCK NUMBER	LOT AREA (SQ. FT.)
1	BLOCK 3	5,200
2	BLOCK 3	5,200
3	BLOCK 3	5,200
4	BLOCK 3	5,200
5	BLOCK 3	5,200
6	BLOCK 3	5,200
7	BLOCK 3	5,200
8	BLOCK 3	5,200
9	BLOCK 3	5,200
10	BLOCK 3	5,200
11	BLOCK 3	5,200
12	BLOCK 3	5,200
13	BLOCK 3	5,200
14	BLOCK 3	5,200
15	BLOCK 3	5,200

CURB TABLE					
CURB	BEARING	LENGTH	CHORD BEARING	CHORD	TANGENT
C1	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C2	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C3	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C4	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C5	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C6	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C7	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C8	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C9	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C10	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C11	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C12	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C13	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C14	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C15	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C16	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C17	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C18	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C19	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C20	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C21	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C22	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C23	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C24	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C25	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C26	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C27	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C28	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C29	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C30	S 89.00° E	20.00	S 89.00° E	20.00	19.97

LINE TABLE	
LINE	BEARING
L1	S 89.00° E
L2	S 89.00° E
L3	S 89.00° E
L4	S 89.00° E
L5	S 89.00° E
L6	S 89.00° E
L7	S 89.00° E
L8	S 89.00° E
L9	S 89.00° E
L10	S 89.00° E

CURB TABLE					
CURB	BEARING	LENGTH	CHORD BEARING	CHORD	TANGENT
C1	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C2	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C3	S 89.00° E	20.00	S 89.00° E	20.00	19.97
C4	S 89.00° E	20.00	S 89.00° E	20.00	19.97



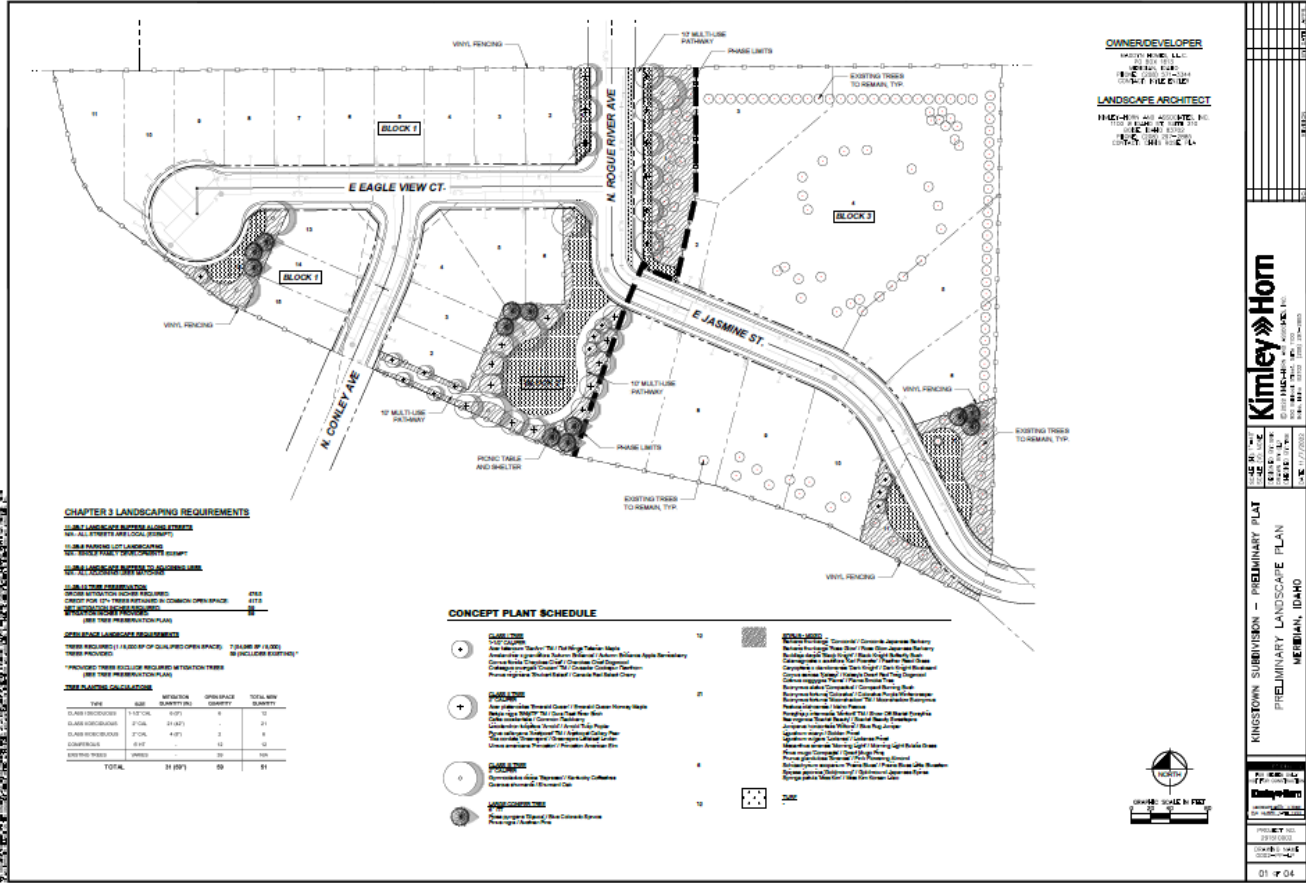
Kimley-Horn

KINGSTOWN SUBDIVISION - PRELIMINARY PLAT
PRELIMINARY PLAT
MERIDIAN, IDAHO

PROJECT NO. 2024-001
DATE: 03/15/24
SCALE: 1" = 40'

03 of 03

C. Landscape Plan (dated: 11/07/2022) — NOT APPROVED (NEEDS TO BE REVISED)



OWNER/DEVELOPER
 HARTY MEMO LLC
 1000 S. 1000 E.
 TULSA, OK 74106

LANDSCAPE ARCHITECT
 HARTY MEMO LLC
 1000 S. 1000 E.
 TULSA, OK 74106

CHAPTER 3 LANDSCAPING REQUIREMENTS

3.1 LANDSCAPING SURFACE ALONG STREETS
 ALL STREETS ARE LOCAL (UNPAVED)
 ALL LOCAL STREETS SHALL BE PAVED

3.2 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

3.3 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

3.4 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

3.5 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

3.6 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

3.7 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

3.8 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

3.9 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

3.10 LANDSCAPING SURFACE TO EXISTENCE LINE
 ALL LOCAL STREETS SHALL BE PAVED

CONCEPT PLANT SCHEDULE

SYMBOL	PLANT NAME	QUANTITY	NOTES
○	PLANT NAME	10	...
●	PLANT NAME	20	...
○	PLANT NAME	5	...
○	PLANT NAME	10	...

Kimley-Horn

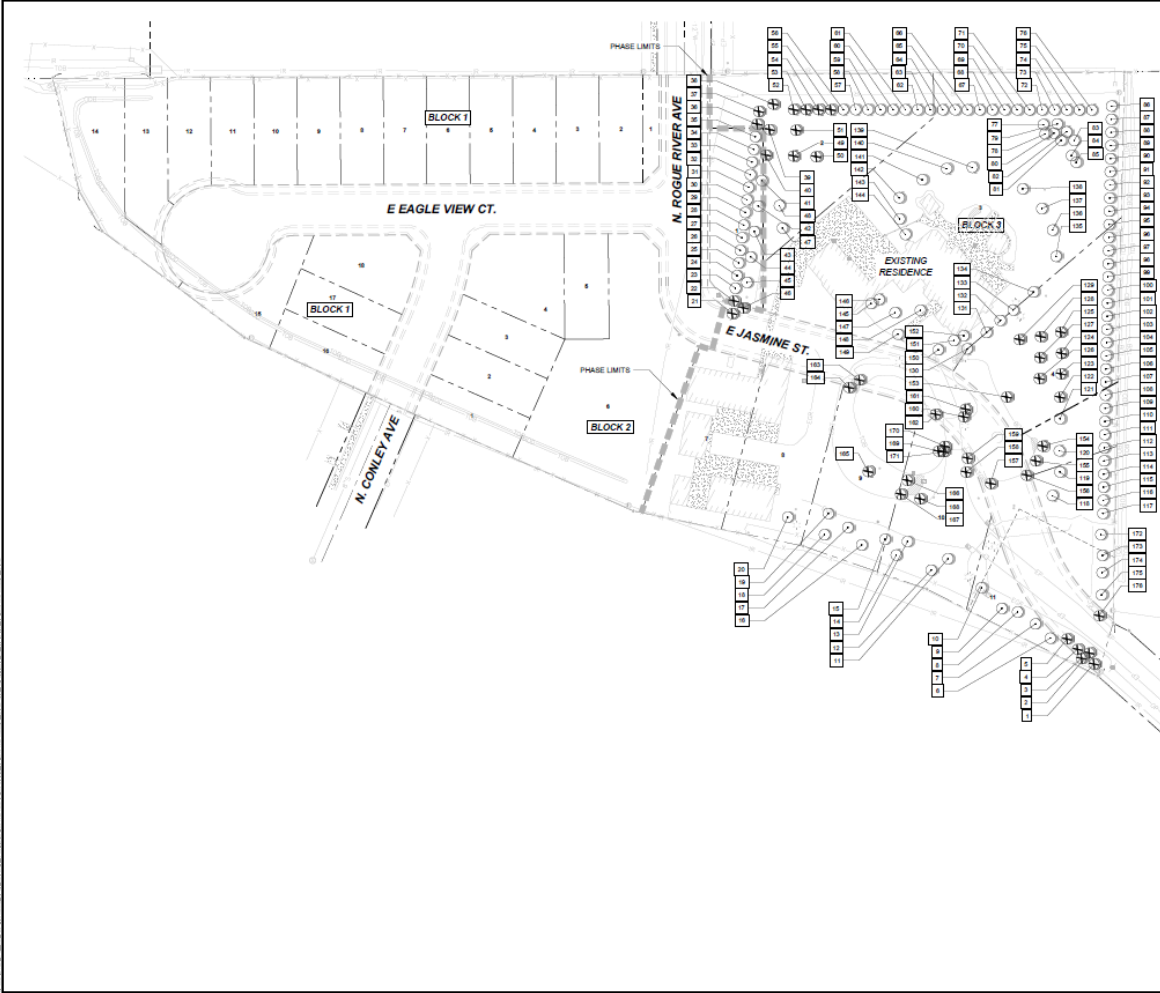
KINGSTOWN SUBDIVISION - PRELIMINARY PLAT
 PRELIMINARY LANDSCAPE PLAN
 MERRIMAN, IDAHO

DATE: 11/07/2022
 PROJECT NO: 22-001
 SHEET NO: 01 OF 04

D. Existing Tree Inventory & Plan

EXISTING TREE INVENTORY

No.	Type	Botanical Name / Common Name	Height (ft)	Width (ft)	Caliper (in)	Condition	Mitigation (Required?)	Designation
1	Evergreen	Picea spp / Spruce	25	15	9	GOOD	Y	REMOVE
2	Evergreen	Picea spp / Spruce	18	12	9	GOOD	Y	REMOVE
3	Evergreen	Picea spp / Spruce	20	12	8.5	GOOD	Y	REMOVE
4	Evergreen	Picea spp / Spruce	28	18	8	GOOD	Y	REMOVE
5	Evergreen	Picea spp / Pine	30	26	23.5	GOOD	Y	REMOVE
6	Evergreen	Picea spp / Pine	20	20	12	GOOD	N	PROTECT IN PLACE
7	Evergreen	Picea spp / Spruce	26	20	10	GOOD	N	PROTECT IN PLACE
8	Evergreen	Picea spp / Spruce	28	20	10	GOOD	N	PROTECT IN PLACE
9	Evergreen	Picea spp / Spruce	28	20	14	GOOD	N	PROTECT IN PLACE
10	Deciduous	Magnolia x / Saucer Magnolia	20	20	13	GOOD	N	PROTECT IN PLACE
11	Deciduous	Sabla / Willow	35	40	38	GOOD	N	PROTECT IN PLACE
12	Evergreen	Picea spp / Spruce	30	15	13	GOOD	N	PROTECT IN PLACE
13	Evergreen	Picea spp / Spruce	12	15	6	GOOD	N	PROTECT IN PLACE
14	Evergreen	Picea spp / Spruce	32	12	11.5	GOOD	N	PROTECT IN PLACE
15	Deciduous	Magnolia x / Crabapple	18	22	16	GOOD	N	PROTECT IN PLACE
16	Deciduous	Magnolia x / Crabapple	15	15	8	GOOD	N	PROTECT IN PLACE
17	Deciduous	Magnolia x / Crabapple	20	25	18	GOOD	N	PROTECT IN PLACE
18	Deciduous	Magnolia x / Crabapple	15	12	12	GOOD	N	PROTECT IN PLACE
19	Evergreen	Larix laricina / Spruce	20	8	8.5	GOOD	N	PROTECT IN PLACE
20	Deciduous	Sabla / Willow	35	50	80	GOOD	N	PROTECT IN PLACE
21	Evergreen	Picea spp / Pine	40	20	18	GOOD	Y	REMOVE
22	Evergreen	Picea spp / Pine	40	20	13	GOOD	Y	REMOVE
23	Evergreen	Picea spp / Pine	40	20	13	GOOD	Y	REMOVE
24	Evergreen	Picea spp / Pine	35	20	14	GOOD	N	PROTECT IN PLACE
25	Evergreen	Picea spp / Pine	30	15	11	GOOD	N	PROTECT IN PLACE
26	Evergreen	Picea spp / Pine	25	15	12	GOOD	N	PROTECT IN PLACE
27	Evergreen	Picea spp / Pine	30	15	14.5	GOOD	N	PROTECT IN PLACE
28	Evergreen	Picea spp / Pine	28	15	12	GOOD	N	PROTECT IN PLACE
29	Evergreen	Picea spp / Pine	20	10	8	FAIR	N	PROTECT IN PLACE
30	Evergreen	Picea spp / Pine	20	15	11	FAIR	N	PROTECT IN PLACE
31	Evergreen	Picea spp / Pine	25	15	11	FAIR	N	PROTECT IN PLACE
32	Evergreen	Picea spp / Pine	25	15	11.5	GOOD	N	PROTECT IN PLACE
33	Evergreen	Picea spp / Pine	20	10	11	GOOD	N	PROTECT IN PLACE
34	Evergreen	Picea spp / Pine	20	10	10.5	GOOD	N	PROTECT IN PLACE
35	Evergreen	Picea spp / Pine	20	15	12	GOOD	Y	REMOVE
36	Evergreen	Picea spp / Pine	25	15	14	GOOD	Y	REMOVE
37	Evergreen	Picea spp / Pine	20	15	11	GOOD	Y	REMOVE
38	Deciduous	Populus spp / Cottonwood	50	30	30	GOOD	Y	REMOVE
39	Deciduous	Populus spp / Cottonwood	40	25	24	GOOD	Y	REMOVE
40	Deciduous	Populus spp / Cottonwood	40	25	22	GOOD	Y	REMOVE
41	Deciduous	Populus spp / Cottonwood	40	25	20	GOOD	Y	REMOVE
42	Deciduous	Populus spp / Cottonwood	35	20	20	GOOD	Y	REMOVE
43	Deciduous	Populus spp / Cottonwood	40	25	22	GOOD	Y	REMOVE
44	Deciduous	Populus spp / Cottonwood	35	25	20	GOOD	Y	REMOVE
45	Deciduous	Populus spp / Cottonwood	40	25	21	GOOD	Y	REMOVE
46	Deciduous	Populus spp / Cottonwood	35	30	30	GOOD	Y	REMOVE
47	Evergreen	Picea spp / Spruce	25	10	12	GOOD	N	PROTECT IN PLACE
48	Deciduous	Magnolia x / Crabapple	12	10	8.5	GOOD	N	PROTECT IN PLACE
49	Deciduous	Magnolia x / Crabapple	15	15	8	GOOD	N	PROTECT IN PLACE
50	Deciduous	Magnolia x / Crabapple	15	15	8	GOOD	N	PROTECT IN PLACE
51	Evergreen	Picea spp / Spruce	12	8	8	GOOD	N	PROTECT IN PLACE
52	Evergreen	Picea spp / Spruce	20	15	13	GOOD	Y	REMOVE
53	Evergreen	Picea spp / Pine	20	15	13	GOOD	Y	REMOVE
54	Evergreen	Picea spp / Pine	18	15	13	GOOD	Y	REMOVE
55	Evergreen	Picea spp / Pine	20	20	12	GOOD	Y	REMOVE
56	Evergreen	Picea spp / Pine	30	20	13	GOOD	N	PROTECT IN PLACE
57	Evergreen	Picea spp / Pine	32	20	16	GOOD	N	PROTECT IN PLACE
58	Evergreen	Picea spp / Pine	30	20	14	GOOD	N	PROTECT IN PLACE
59	Evergreen	Picea spp / Pine	30	20	17	GOOD	N	PROTECT IN PLACE
60	Evergreen	Picea spp / Pine	28	20	15	GOOD	N	PROTECT IN PLACE
61	Evergreen	Picea spp / Pine	25	15	15.5	GOOD	N	PROTECT IN PLACE
62	Evergreen	Picea spp / Pine	25	15	13	GOOD	N	PROTECT IN PLACE
63	Evergreen	Picea spp / Pine	25	15	14.5	GOOD	N	PROTECT IN PLACE
64	Evergreen	Picea spp / Pine	25	15	18	GOOD	N	PROTECT IN PLACE
65	Evergreen	Picea spp / Pine	20	10	12	GOOD	N	PROTECT IN PLACE
66	Evergreen	Picea spp / Pine	20	15	16.5	GOOD	N	PROTECT IN PLACE
67	Evergreen	Picea spp / Pine	20	15	15	GOOD	N	PROTECT IN PLACE
68	Evergreen	Picea spp / Pine	25	15	12	GOOD	N	PROTECT IN PLACE
69	Evergreen	Picea spp / Pine	20	10	14	GOOD	N	PROTECT IN PLACE
70	Evergreen	Picea spp / Pine	25	15	12	GOOD	N	PROTECT IN PLACE
71	Evergreen	Picea spp / Pine	30	18	11	GOOD	N	PROTECT IN PLACE
72	Evergreen	Picea spp / Pine	25	15	14	GOOD	N	PROTECT IN PLACE
73	Evergreen	Picea spp / Pine	20	15	12	GOOD	N	PROTECT IN PLACE
74	Evergreen	Picea spp / Pine	20	15	12	GOOD	N	PROTECT IN PLACE
75	Evergreen	Picea spp / Pine	25	15	13	GOOD	N	PROTECT IN PLACE
76	Evergreen	Picea spp / Pine	25	15	14	GOOD	N	PROTECT IN PLACE
77	Evergreen	Picea spp / Spruce	25	20	8.5	GOOD	N	PROTECT IN PLACE
78	Evergreen	Picea spp / Spruce	25	20	11.5	GOOD	N	PROTECT IN PLACE
79	Evergreen	Picea spp / Spruce	25	20	8	GOOD	N	PROTECT IN PLACE
80	Evergreen	Picea spp / Spruce	25	20	8	GOOD	N	PROTECT IN PLACE
81	Evergreen	Picea spp / Spruce	25	20	6.5	GOOD	N	PROTECT IN PLACE
82	Evergreen	Picea spp / Spruce	25	20	9	GOOD	N	PROTECT IN PLACE
83	Evergreen	Picea spp / Spruce	25	20	9	GOOD	N	PROTECT IN PLACE
84	Evergreen	Picea spp / Spruce	25	20	6.5	GOOD	N	PROTECT IN PLACE
85	Evergreen	Picea spp / Spruce	25	20	9	GOOD	N	PROTECT IN PLACE
86	Evergreen	Picea spp / Pine	25	20	16.5	GOOD	N	PROTECT IN PLACE
87	Evergreen	Picea spp / Pine	30	25	18	GOOD	N	PROTECT IN PLACE
88	Evergreen	Picea spp / Pine	30	20	16	GOOD	N	PROTECT IN PLACE
89	Evergreen	Picea spp / Pine	30	20	12	GOOD	N	PROTECT IN PLACE
90	Evergreen	Picea spp / Pine	30	20	12.5	GOOD	N	PROTECT IN PLACE
91	Evergreen	Picea spp / Pine	30	20	12	GOOD	N	PROTECT IN PLACE
92	Evergreen	Picea spp / Pine	30	20	12.5	GOOD	N	PROTECT IN PLACE
93	Evergreen	Picea spp / Pine	30	20	13	GOOD	N	PROTECT IN PLACE
94	Evergreen	Picea spp / Pine	20	15	8.5	GOOD	N	PROTECT IN PLACE
95	Evergreen	Picea spp / Pine	23	18	13.5	GOOD	N	PROTECT IN PLACE
96	Evergreen	Picea spp / Pine	25	15	12	GOOD	N	PROTECT IN PLACE
97	Evergreen	Picea spp / Pine	18	15	12	GOOD	N	PROTECT IN PLACE
98	Evergreen	Picea spp / Pine	18	15	12.5	GOOD	N	PROTECT IN PLACE
99	Evergreen	Picea spp / Pine	15	15	10	GOOD	N	PROTECT IN PLACE
100	Evergreen	Picea spp / Pine	20	15	13.5	GOOD	N	PROTECT IN PLACE
101	Evergreen	Picea spp / Pine	25	20	12	GOOD	N	PROTECT IN PLACE
102	Evergreen	Picea spp / Pine	15	10	11	GOOD	N	PROTECT IN PLACE
103	Evergreen	Picea spp / Pine	15	15	10	GOOD	N	PROTECT IN PLACE
104	Evergreen	Picea spp / Pine	20	15	10	GOOD	N	PROTECT IN PLACE
105	Evergreen	Picea spp / Pine	25	15	11	GOOD	N	PROTECT IN PLACE
106	Evergreen	Picea spp / Pine	30	20	11	GOOD	N	PROTECT IN PLACE
107	Evergreen	Picea spp / Pine	30	20	11	GOOD	N	PROTECT IN PLACE
108	Evergreen	Picea spp / Pine	30	20	11	GOOD	N	PROTECT IN PLACE
109	Evergreen	Picea spp / Pine	30	20	11	GOOD	N	PROTECT IN PLACE
110	Evergreen	Picea spp / Pine	20	10	8	GOOD	N	PROTECT IN PLACE
111	Evergreen	Picea spp / Pine	20	15	9.5	GOOD	N	PROTECT IN PLACE
112	Evergreen	Picea spp / Pine	20	15	10.5	GOOD	N	PROTECT IN PLACE
113	Evergreen	Picea spp / Pine	25	15	9	GOOD	N	PROTECT IN PLACE
114	Evergreen	Picea spp / Pine	25	15	10.5	GOOD	N	PROTECT IN PLACE
115	Evergreen	Picea spp / Pine	25	15	10.5	GOOD	N	PROTECT IN PLACE
116	Evergreen	Picea spp / Pine	25	15	9	GOOD	N	PROTECT IN PLACE
117	Evergreen	Picea spp / Pine	25	18	11	GOOD	N	PROTECT IN PLACE
118	Deciduous	Sabla / Willow	40	30	20	GOOD	N	PROTECT IN PLACE
119	Deciduous	Magnolia x / Crabapple	18	20	12	GOOD	N	PROTECT IN PLACE
120	Deciduous	Magnolia x / Crabapple	18	20	12.5	GOOD	N	PROTECT IN PLACE
121	Deciduous	Magnolia x / Crabapple	22	20	8	GOOD	Y	REMOVE
122	Deciduous	Magnolia x / Crabapple	10	12	8	GOOD	Y	REMOVE
123	Deciduous	Magnolia x / Crabapple	10	10	4	GOOD	Y	REMOVE
124	Deciduous	Magnolia x / Crabapple	12	15	9	GOOD	Y	REMOVE
125	Deciduous	Magnolia x / Crabapple	15	20	13	GOOD	Y	REMOVE
126	Deciduous	Magnolia x / Crabapple	15	15	14	GOOD	Y	REMOVE
127	Deciduous	Magnolia x / Crabapple	15	15	14	GOOD	Y	REMOVE
128	Deciduous	Magnolia x / Crabapple	15	15	14	GOOD	Y	REMOVE
129	Deciduous	Magnolia x / Crabapple	15	15	14	GOOD	Y	REMOVE
130	Deciduous	Magnolia x / Crabapple	15	15	14	GOOD	Y	REMOVE
131	Deciduous	Prunus x / Chokeberry	25	20	6.5	GOOD	N	PROTECT IN PLACE
132	Deciduous	Linderostris / Tule Tree	15	8	4	GOOD	N	PROTECT IN PLACE
133	Deciduous	Prunus spp / Pear	40	20	18	GOOD	N	PROTECT IN PLACE
134	Deciduous	Prunus spp / Apricot	45	20	22	GOOD	N	PROTECT IN PLACE
135	Deciduous	Acer spp / Maple	50	30	17	GOOD	N	PROTECT IN PLACE
136	Deciduous	Prunus x / Chokeberry	25	18	8	GOOD	N	PROTECT IN PLACE
137	Deciduous	Prunus x / Maple	40	25	15.5	GOOD	N	PROTECT IN PLACE
138	Deciduous	Acer spp / Maple	40	25	14	GOOD	N	PROTECT IN PLACE
139	Deciduous	Acer spp / Maple	35	20	14	GOOD	N	PROTECT IN PLACE
140	Deciduous	Acer spp / Maple	28	15	9	GOOD	N	PROTECT IN PLACE
141	Deciduous	Tilia / Linden	18	10	4.5	GOOD	N	PROTECT IN PLACE
142	Deciduous	Acer spp / Maple	48	30	18.5	GOOD	N	PROTECT IN PLACE
143	Deciduous	Prunus spp / Pear	30	20	16.5	GOOD	N	PROTECT IN PLACE
144	Evergreen	Picea spp / Spruce	18	10	5	GOOD	N	PROTECT IN PLACE
145	Evergreen	Picea spp / Spruce	8	10	5	GOOD	N	PROTECT IN PLACE
146	Deciduous	Quercus spp / Oak	35	40	21	GOOD	N	PROTECT IN PLACE
147	Deciduous	Quercus spp / Honeylocust	35	40	21	GOOD	N	PROTECT IN PLACE
148	Evergreen	Cedrus spp / Cedar	10	8	5	GOOD	N	PROTECT IN PLACE
149	Evergreen	Juniper spp / Juniper	22	4	8	GOOD	N	PROTECT IN PLACE
150	Evergreen	Abies spp / Fir	15	8	4	GOOD	N	PROTECT IN PLACE
151	Evergreen	Cedrus spp / Cedar	18	8	8	GOOD	N	PROTECT IN PLACE
152	Deciduous	Prunus spp / Sarsaparilla	15	12	8	GOOD	N	PROTECT IN PLACE
153	Evergreen	Picea spp / Pine	12	15	12	GOOD	Y	REMOVE
154	Evergreen	Picea spp / Spruce	30	20	11	GOOD	Y	REMOVE
155	Evergreen	Picea spp / Pine	15	10	4	GOOD	Y	REMOVE
156	Evergreen	Picea spp / Spruce	8	12	4	GOOD	Y	REMOVE
157	Evergreen	Picea spp / Spruce	25	20	10	GOOD	Y	REMOVE
158	Evergreen	Picea spp / Pine	12	10	10	GOOD	Y	REMOVE
159	Evergreen	Picea spp / Spruce	25	10	7	GOOD	Y	REMOVE
160	Deciduous	Quercus x / Trilobed Fir	8	8	4	GOOD	Y	REMOVE
161	Evergreen	Picea spp / Pine	20	15	9	GOOD	Y	REMOVE
162	Deciduous	Prunus x / Cherry	6	6	4	GOOD	Y	REMOVE
163	Deciduous	Prunus x / Cherry	6	6	4	GOOD	Y	REMOVE
164	Evergreen	Picea spp / Pine	25	20	20	GOOD	Y	REMOVE
165	Deciduous	Sabla / Willow	30	30	42	GOOD	Y	REMOVE
166	Deciduous	Prunus x / Cherry	15	10	8.5	GOOD	Y	REMOVE
167	Evergreen	Picea spp / Spruce	25	15	9	GOOD	Y	REMOVE
168	Deciduous	Magnolia x / Saucer Magnolia	15	10	4	GOOD	Y	REMOVE
169	Evergreen	Picea spp / Pine	12	10	12	GOOD	Y	REMOVE
170	Evergreen	Cedrus spp / Cedar	25	18	11	GOOD	Y	REMOVE
171	Evergreen	Picea spp / Spruce	18	10	7	GOOD	Y	REMOVE
172	Evergreen	Picea spp / Pine	35	25	18	GOOD	N	PROTECT IN PLACE
173	Ever							



TREE MITIGATION REQUIREMENTS

A. TOTAL 4" DBH TREES ON SITE:	178
B. TOTAL DBH INCHES ON SITE:	2,320.5
C. TOTAL DBH INCHES TO REMAIN:	1,520.0
D. TOTAL DBH INCHES TO REMOVE:	712.5
E. GROSS MITIGATION INCHES REQUIRED:	712.5
CREDIT FOR 4" TREES RETAINED IN COMMON OPEN SPACES:	301.5
NET MITIGATION INCHES REQUIRED:	391
F. MITIGATION INCHES PROVIDED:	170

EXISTING TREES THAT ARE RETAINED OR RELOCATED ON SITE MAY COUNT TOWARD THE REQUIRED LANDSCAPING MITIGATION TREES AND IN ADDITION TO ALL OTHER LANDSCAPING REQUIRED.

TREE PROTECTION NOTE

ALL TREES TO REMAIN IN PLACE SHALL BE PROTECTED FROM DAMAGE OR REMOVAL WITH CONSTRUCTION FENCING THROUGHOUT CONSTRUCTION. REFER TO TREE PROTECTION NOTES AND SPECIFICATIONS.

PLANT SCHEDULE

EXISTING TREES	BOTANICAL NAME	QTY
Existing trees to be retained		46
Existing trees to be removed		128



SCALE: 1/4" = 1'-0"

DRAWN BY: J.P. [unreadable]

CHECKED BY: [unreadable]

DATE: 06/20/2024

PROJECT NO.: 20110000

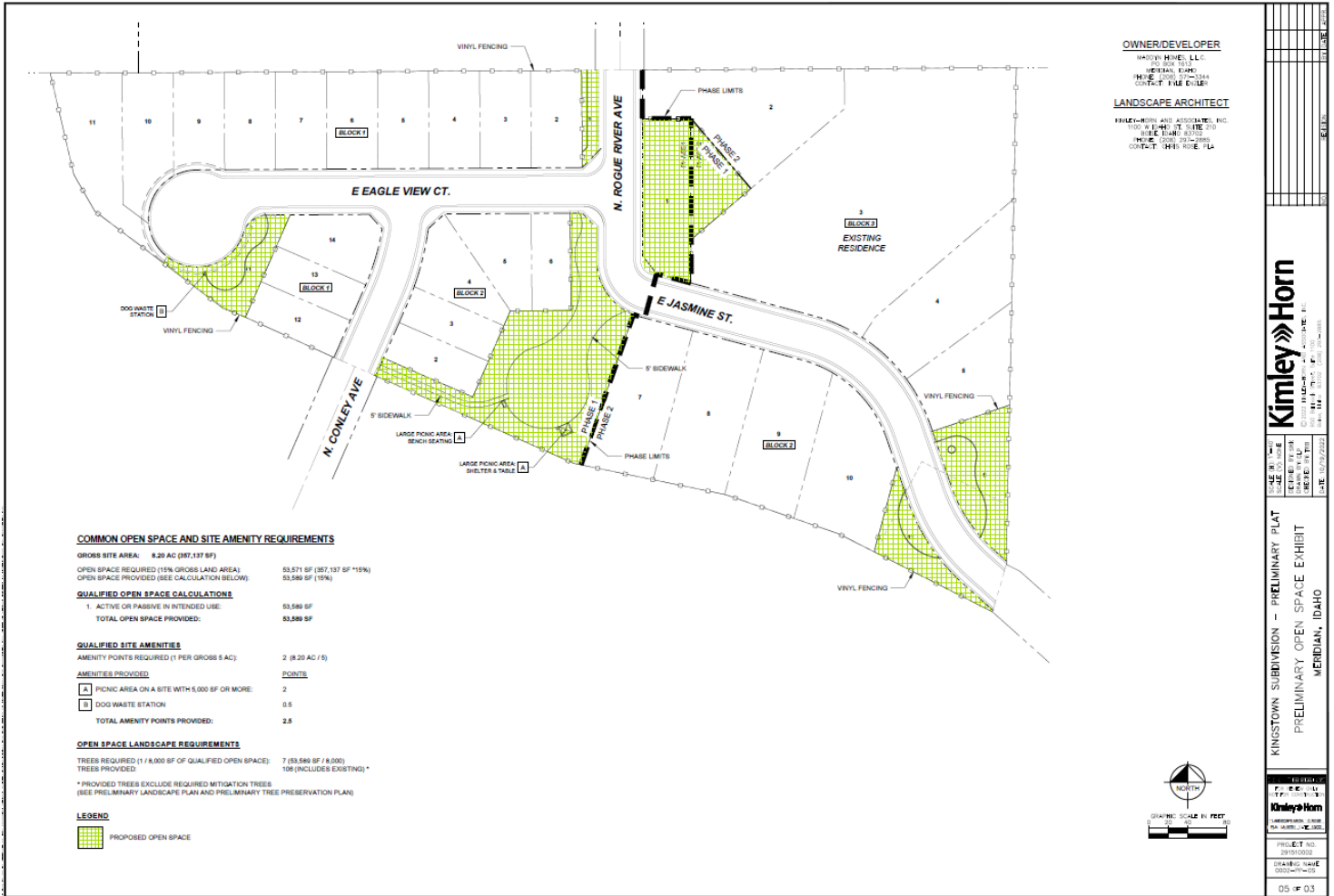
DRAWING NAME: 002-17-1-100

06 OF 07

Kingstown Subdivision - Preliminary Plat
Existing Tree Plan
MERIDIAN, IDAHO

Kimley»Horn
INCORPORATED
1000 N. [unreadable] MERIDIAN, IDAHO 83402
PH: 208.333.4333 FAX: 208.333.4334
WWW.KIMLEYHORN.COM

E. Open Space Exhibit (dated: 6/16/22) – REVISED (dated: 10/22)



OWNER/DEVELOPER
 HADLEY MOORE, LLC
 601 20th Street
 Meridian, ID 83436
 CONTACT: TYLEE ENLIE

LANDSCAPE ARCHITECT
 KIMLEY-HORN AND ASSOCIATES, P.C.
 1000 N. HENRY ST. SUITE 100
 BOISE, IDAHO 83725
 PHONE: (208) 333-2800
 CONTACT: CHRIS ROSE, PLA

COMMON OPEN SPACE AND SITE AMENITY REQUIREMENTS

GROSS SITE AREA: 8.20 AC (357,137 SF)
 OPEN SPACE REQUIRED (15% GROSS LAND AREA): 53,571 SF (357,137 SF *15%)
 OPEN SPACE PROVIDED (SEE CALCULATION BELOW): 53,589 SF (15%)

QUALIFIED OPEN SPACE CALCULATIONS

1. ACTIVE OR PASSIVE IN INTENDED USE: 53,589 SF
 TOTAL OPEN SPACE PROVIDED: 53,589 SF

QUALIFIED SITE AMENITIES

AMENITY POINTS REQUIRED (1 PER GROSS 5 AC): 2 (8.20 AC / 5)

AMENITIES PROVIDED	POINTS
A PICNIC AREA ON A SITE WITH 5,000 SF OR MORE:	2
D DOG WASTE STATION	0.5
TOTAL AMENITY POINTS PROVIDED:	2.5

OPEN SPACE LANDSCAPE REQUIREMENTS

TREES REQUIRED (1 / 8,000 SF OF QUALIFIED OPEN SPACE): 7 (53,589 SF / 8,000)
 TREES PROVIDED: 108 (INCLUDES EXISTING)*

* PROVIDED TREES EXCLUDE REQUIRED MITIGATION TREES
 (SEE PRELIMINARY LANDSCAPE PLAN AND PRELIMINARY TREE PRESERVATION PLAN)

LEGEND

PROPOSED OPEN SPACE



KIMLEY-HORN AND ASSOCIATES, P.C.
 1000 N. HENRY ST. SUITE 100
 BOISE, IDAHO 83725
 PHONE: (208) 333-2800
 CONTACT: CHRIS ROSE, PLA

Kimley-Horn
 PRELIMINARY SUBDIVISION - PRELIMINARY PLAT
 PRELIMINARY OPEN SPACE EXHIBIT
 MERIDIAN, IDAHO

PROJECT NO: 201900002
 DRAWING NAME: 05 - 03
 DATE: 10/22/2022

F. Conceptual Building Elevations



JCES DESIGN
VISUALIZATION

Madley Morgan

4070 D (Jasmine)

PLAN CHECKED BY: _____
 REVIEWED BY: _____
 PRELIMINARY DRAWINGS
 SPECIAL ENGINEERING
 ENGINEERING PERFORMED AND INDICATED ON DWG

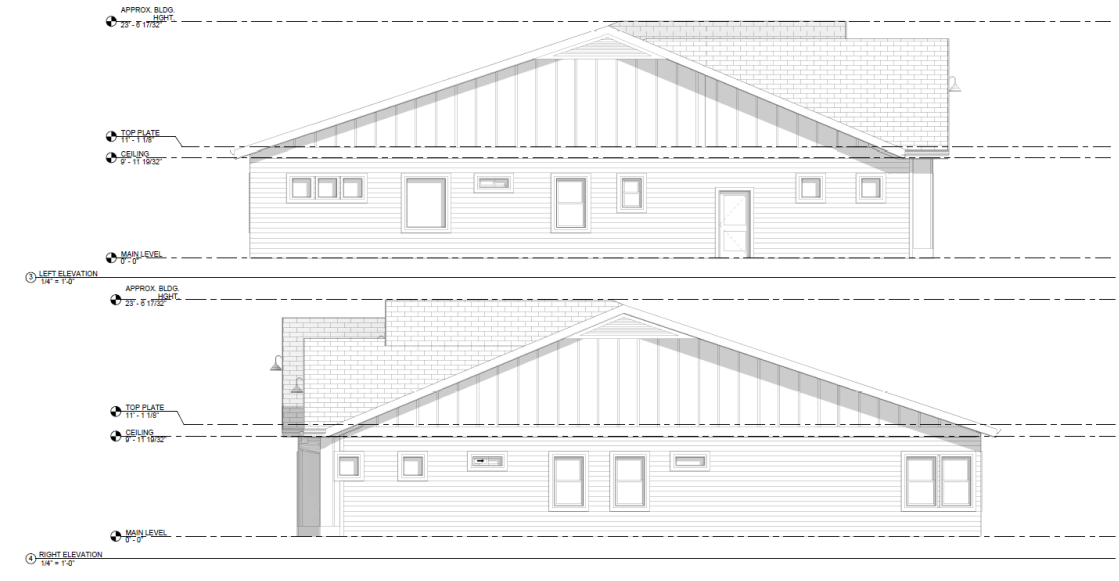
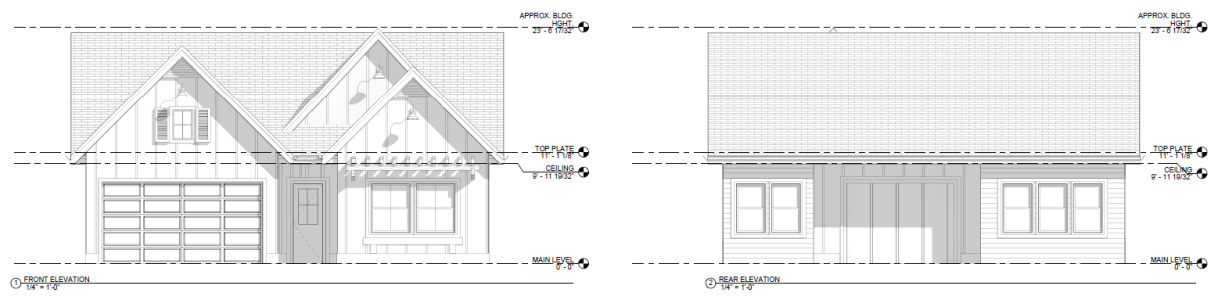
IF SPECIAL ENGINEERING IS REQUIRED, VERIFY ALL ENGINEERING IS DISCLOSED ON PLANS PRIOR TO CONSTRUCTION.

CONTRACTOR TO REVIEW DRAWINGS PRIOR TO AND DURING CONSTRUCTION. ANY ERRORS AND OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE DRAFTER/DESIGNER FOR CORRECTION.

FINAL DRAWINGS

DATE: 05/25/2022
 DRAWN BY: Cady Salva
 CHECKED BY: Dustin Hopfield

E1.2
FRONT ELEVATION



JCES DESIGN
VISUALIZATION

Madley Morgan

**Lot 2 Block 2 -
4991 N. Brock
Ave. Meridian,
ID 83646**

PLAN CHECKED BY: _____
 PRELIMINARY DRAWINGS
 SPECIAL ENGINEERING
 ENGINEERING PERFORMED AND INDICATED ON DWG

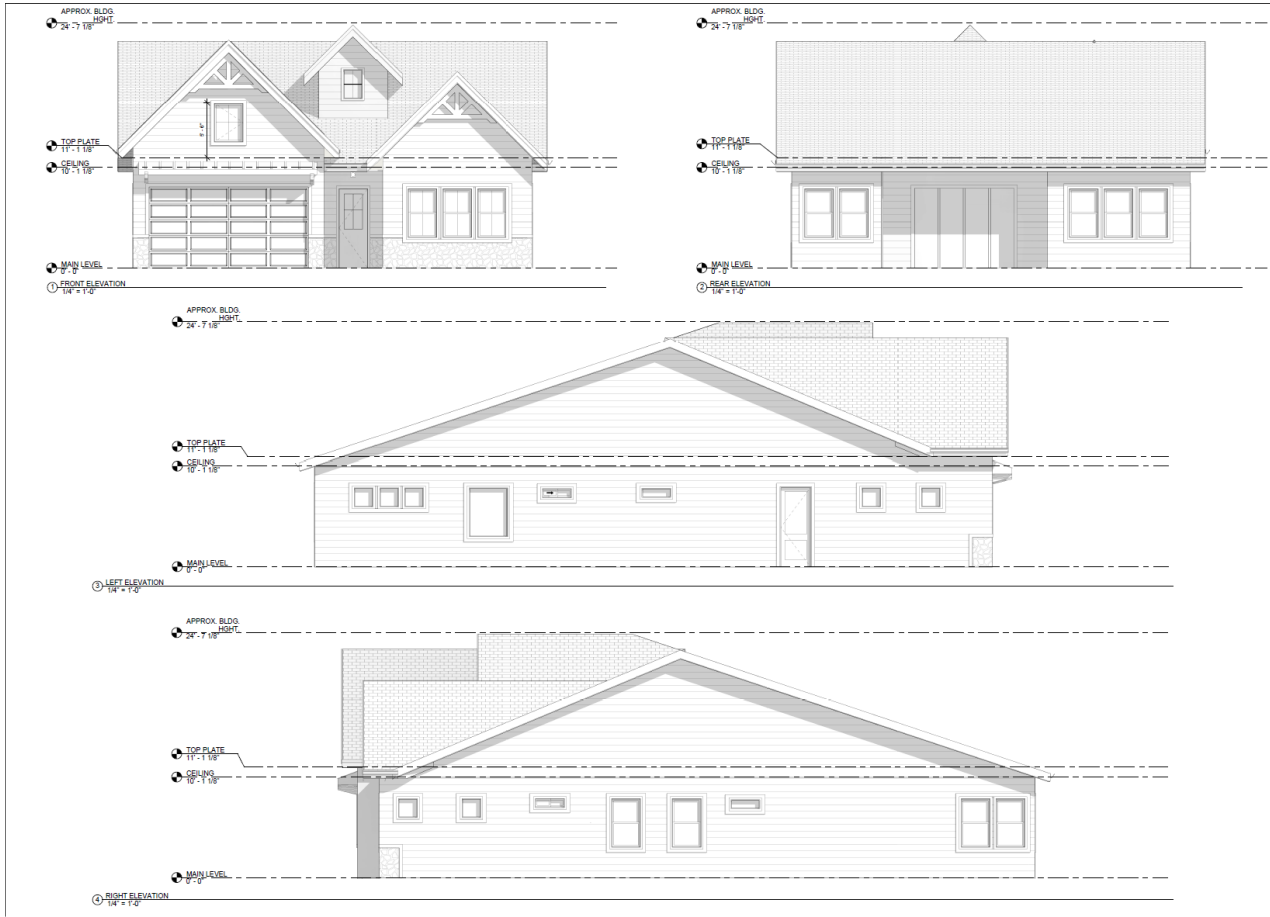
IF SPECIAL ENGINEERING IS REQUIRED, VERIFY ALL ENGINEERING IS DISCLOSED ON PLANS PRIOR TO CONSTRUCTION.

CONTRACTOR TO REVIEW DRAWINGS PRIOR TO AND DURING CONSTRUCTION. ANY ERRORS AND OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE DRAFTER/DESIGNER FOR CORRECTION.

FINAL DRAWINGS

DATE: 05/25/2022
 DRAWN BY: Cady Salva
 CHECKED BY: Dustin Hopfield

A2
ELEVATIONS



J.C.E.S.
DESIGNS +
CONSTRUCTION

LOT 6 BLOCK 3
5088 N. Brock
Ave. Meridian,
ID 83646

PLAN COVERED BY
OR SUCCESSORS

PRESCRIPTIVE
CODE (IRC, IBC,
WALL BRACING)

SPECIAL
ENGINEERING

ENGINEERING PROVIDED
AND NOTATION IN DRAWING

IF SPECIAL ENGINEERING IS
REQUIRED,
VERIFY ALL ENGINEERING IS
IN ACCORDANCE WITH
CONTRACT DOCUMENTS

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

CONTRACTOR TO REVIEW
DRAWINGS FOR TO
BE BUILT
AND CONSTRUCTION ANY
CHANGES AND CONDITIONS
SHALL BE SUBJECT TO THE
ATTENTION OF THE
REGISTERED ENGINEER FOR
CONSTRUCTION

FINAL DRAWINGS

CURRENT REVISION:

Date: 6/20/2022

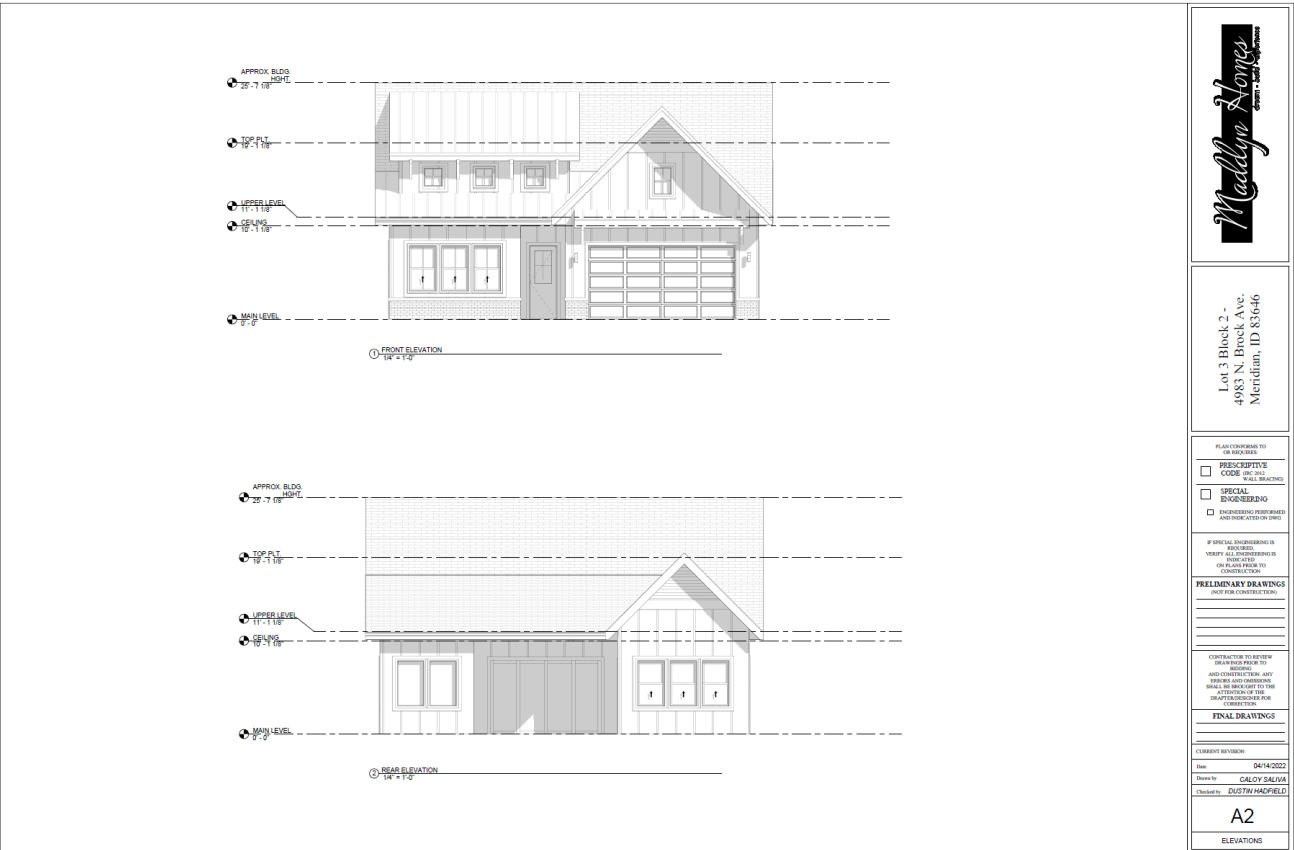
Drawn by: Savannah Gurney

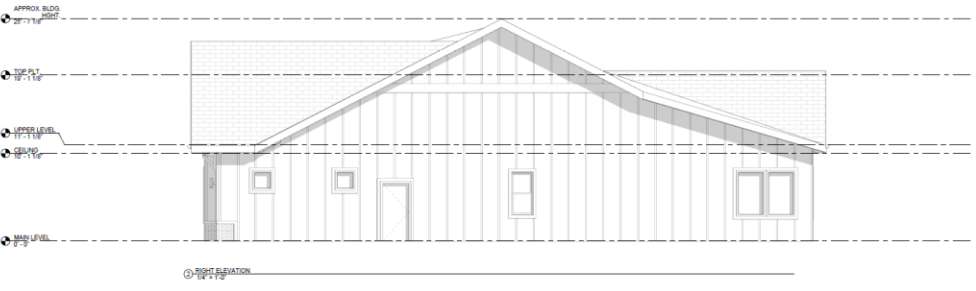
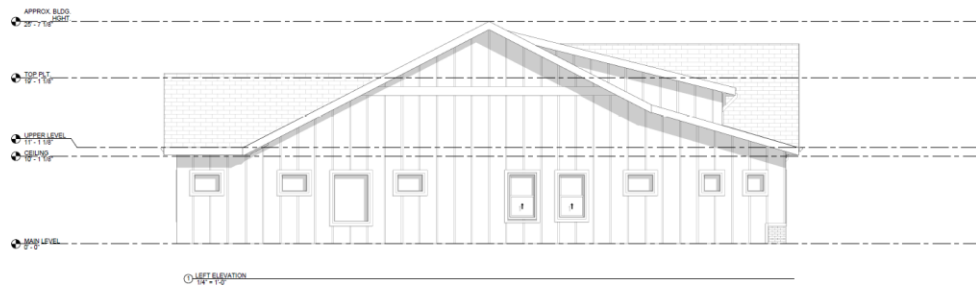
Checked by: Dustin Hatfield

A2

ELEVATIONS







Lot 3 Block 2 -
4983 N. Brock Ave.
Meridian, ID 83646

PLANS CONFORM TO
OR EXCEED
 PRESCRIPTIVE
CODE AND ALL
LOCAL ORDINANCES
 SPECIAL
ENGINEERING

IF SPECIAL ENGINEERING IS
USED, ALL SUCH
ENGINEERING IS
TO BE COMPLETED
ON OR PRIOR TO
CONSTRUCTION

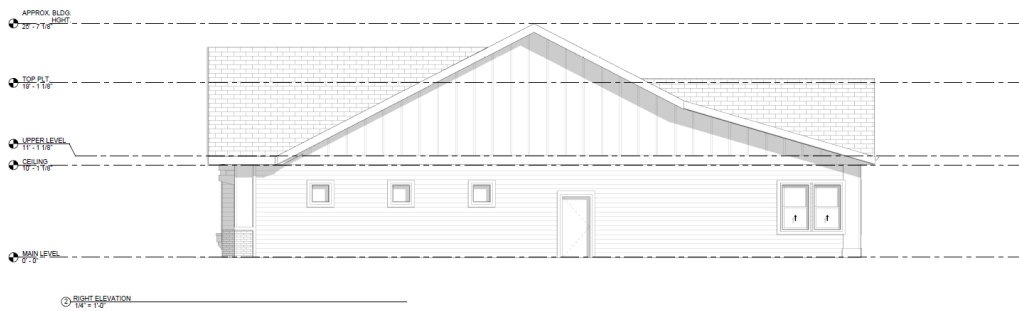
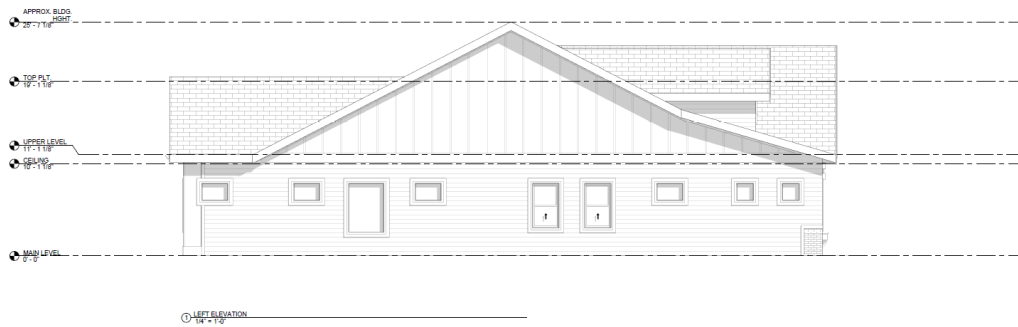
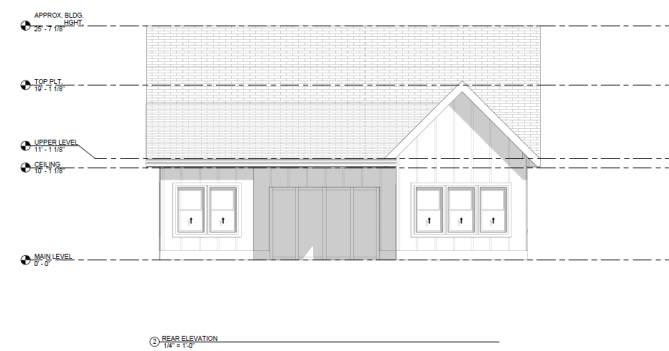
PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

CONTRACTOR TO VERIFY
DIMENSIONS FROM TO
BE BUILT AND
ADJUST DRAWINGS AS
NECESSARY TO
CONFORM TO THE
ACTUAL CONDITIONS
ON SITE

FINAL DRAWINGS

DATE: 04/14/2022
DRAWN BY: CALY SALVA
CHECKED BY: DUSIN HACHEFIELD

A3
ELEVATIONS



Lot 5 Block 3 -
5104 N. Brock Ave.
Meridian, ID 83646

PLAN CONFORMS TO
OR EXCEEDS
 PRESCRIPTIVE
CODE (SEE TITLE
BLOCK FOR ACTING)
 SPECIAL
ENGINEERING
 ENGINEERING PERFORMED
AND INDICATED ON DRAWING

IF SPECIAL ENGINEERING IS
REQUIRED, THE CONTRACTOR
MUST VERIFY ALL DIMENSIONS
ON PLANS PRIOR TO
CONSTRUCTION.

PRELIMINARY DRAWINGS
(NOT FOR CONSTRUCTION)

CONTRACTOR TO REVIEW
DRAWINGS PRIOR TO
BEING AND NOTIFY ARCHITECT
AND ENGINEER IMMEDIATELY
IF ANY DISCREPANCIES
SHALL BE BROUGHT TO THE
ARCHITECT'S ATTENTION FOR
CORRECTION.

FINAL DRAWINGS

CURRENT REVISION:
Date: 05/24/2022
Drawn by: CALOY SALVA
Checked by: DUSTIN HADFIELD

A2

ELEVATIONS



Lot 5 Block 3 -
5104 N. Brock Ave.
Meridian, ID 83646

PLAN CONFORMS TO
OR EXCEEDS
 PRESCRIPTIVE
CODE (SEE TITLE
BLOCK FOR ACTING)
 SPECIAL
ENGINEERING
 ENGINEERING PERFORMED
AND INDICATED ON DRAWING

IF SPECIAL ENGINEERING IS
REQUIRED, THE CONTRACTOR
MUST VERIFY ALL DIMENSIONS
ON PLANS PRIOR TO
CONSTRUCTION.

PRELIMINARY DRAWINGS
(NOT FOR CONSTRUCTION)

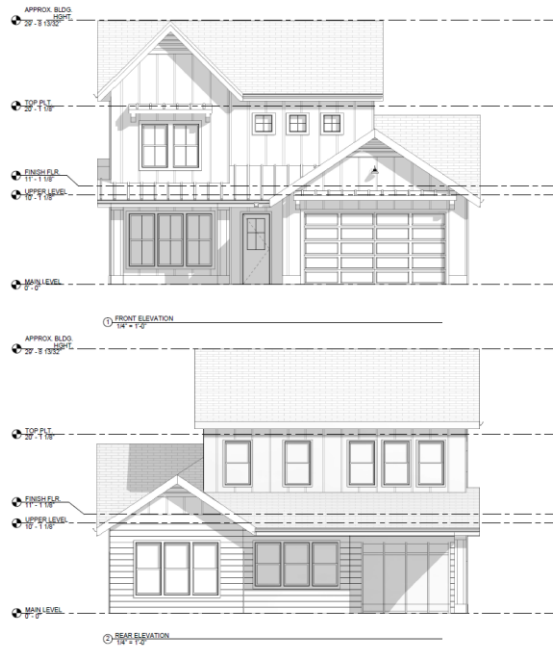
CONTRACTOR TO REVIEW
DRAWINGS PRIOR TO
BEING AND NOTIFY ARCHITECT
AND ENGINEER IMMEDIATELY
IF ANY DISCREPANCIES
SHALL BE BROUGHT TO THE
ARCHITECT'S ATTENTION FOR
CORRECTION.

FINAL DRAWINGS

CURRENT REVISION:
Date: 05/24/2022
Drawn by: CALOY SALVA
Checked by: DUSTIN HADFIELD

A3

ELEVATIONS



JCES
DESIGN +
VISUALIZATION

JCES
DESIGN +
VISUALIZATION

Lot 5 Block 4
4886 N. Brock Ave.
Meridian, ID 83646

PLAN COMPLIANCE TO
OR EXCEEDS

PRESCRIPTIVE
CODE (IRC 2015
IRC 2018)

SPECIAL
ENGINEERING

ENGINEERING PERMITS
AND INSPECTION (P&I)

IF SPECIAL ENGINEERING IS
REQUIRED
VERIFY ALL ENGINEERING IS
ON-PLAN PERMITS TO
CONSTRUCT

PRELIMINARY DRAWINGS
(NOT FOR CONSTRUCTION)

CONTRACTOR TO REVIEW
DRAWINGS PERMITS TO
RECORD AND OBTAIN FROM ANY
APPLICABLE AGENCIES
SHALL BE LEFT TO THE
DISCRETION OF THE
CONTRACTOR

FINAL DRAWINGS

CURRENT REVISION:
Date: 4/14/2022
Drawn by: Caleb Dean
Checked by: Dustin Headfield

A2

ELEVATIONS



JCES
DESIGN +
VISUALIZATION

JCES
DESIGN +
VISUALIZATION

Lot 5 Block 4
4886 N. Brock Ave.
Meridian, ID 83646

PLAN COMPLIANCE TO
OR EXCEEDS

PRESCRIPTIVE
CODE (IRC 2015
IRC 2018)

SPECIAL
ENGINEERING

ENGINEERING PERMITS
AND INSPECTION (P&I)

IF SPECIAL ENGINEERING IS
REQUIRED
VERIFY ALL ENGINEERING IS
ON-PLAN PERMITS TO
CONSTRUCT

PRELIMINARY DRAWINGS
(NOT FOR CONSTRUCTION)

CONTRACTOR TO REVIEW
DRAWINGS PERMITS TO
RECORD AND OBTAIN FROM ANY
APPLICABLE AGENCIES
SHALL BE LEFT TO THE
DISCRETION OF THE
CONTRACTOR

FINAL DRAWINGS

CURRENT REVISION:
Date: 4/14/2022
Drawn by: Caleb Dean
Checked by: Dustin Headfield

A3

ELEVATIONS

IX. CITY/AGENCY COMMENTS & CONDITIONS

Per the discussion in Section VI, Staff recommends the Applicant reconfigure the lots along the north boundary in Phase I so that wider and fewer lots are provided in that area; and the lots in Phase II are reconfigured and lots are added so that lots are smaller and narrower for a better transition to existing abutting properties. ~~Conceptual building elevations should also be submitted for the 40-foot wide lots that fit on the lots. The plat, conceptual elevations and other associated plans shall be revised accordingly & submitted at least 15 days prior to the City Council hearing. Conceptual elevations and a draft of the revised plat should be submitted to Staff prior to the Commission hearing demonstrating how these changes would affect the overall density and transition to adjacent properties.~~ A revised draft plat has been submitted that depicts three (3) fewer building lots along the northern boundary and two (2) additional lots along the eastern boundary. The proposed conceptual building elevations should fit on most of the reconfigured lots.

A. 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.

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~~ approved by City Council and the provisions contained herein.
 - b. The existing home on Lot 3, Block 3 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
 - c. There shall be no windows on the second story of homes that face north toward Zebulon Heights subdivision along the northern boundary of the proposed subdivision west of N. Rogue River Ave. in Block 1;
 - d. The developer shall encourage backyard landscaping to assist in buffering the larger lots and homes to the north.
2. The final plat shall include the following revisions:
 - a. Depict an easement for the Nourse Lateral, which runs off-site along the northern boundary of this property, *if* it encroaches on this property.
 - b. Depict a minimum 20-foot wide common lot along the south side of Lot 1, Block 2 for a multi-use pathway connection from Conley Ave. through the common areas on Lot 6, Block 2 and Lot 1, Block 3 to the pathway along the east side of Rogue River Ave. *See Park's Department comments & diagram in Section IX.E.*
 - d. Increase the size of Lot 15, Block 1 by 70 square feet to meet the qualified open space standard of 5,000 square feet in UDC 11-3G-3B.1a.
 - e. Remove Lot 10, Block 1 along northern boundary to provide a better transition in lot sizes to the north; no one parcel to the north shall have more than 3 portions of a lot adjacent to it.
3. The landscape plan submitted with the final plat shall include the following revisions:

- a. Depict a 10-foot wide multi-use pathway from the existing pathway along N. Conley Ave. at the south boundary to the existing pathway along N. Rogue River Way at the north boundary as required by the Park's Dept. with landscaping along the pathway in accord with the standards listed in UDC 11-3B-12C. *See Park's Department comments & diagram in Section IX.E.*
 - b. Provide one (1) 2-inch tree in the front and back yards of all building lots and an additional 109 caliper inches of trees on the site in common areas in accord with the mitigation standards listed in UDC [11-3B-10C.5](#); or, apply for Alternative Compliance to this standard (see UDC 11-5B-5 for more information).
 - c. Depict a detached sidewalk with an 8-foot wide parkway and landscaping per the standards listed in UDC 11-3B-7C on Lot 1, Block 1 in order for the lot to count toward the minimum qualified open space requirement.
 - d. Depict a minimum 20-foot wide common lot along the south side of Lot 1, Block 2 containing a 10-foot wide multi-use pathway connection from Conley Ave. through the common areas on Lot 6, Block 2 and Lot 1, Block 3 to the pathway along the east side of Rogue River Ave. Depict 5-foot wide landscape strips on each side of the pathway planted in accord with the standards listed in UDC [11-3B-12C](#).
 - e. Increase the size of Lot 15, Block 1 by 70 square feet to meet the qualified open space standard of 5,000 square feet in UDC 11-3G-3B.1a.
 - f. Lot 11, Block 2 does not meet the qualified open space standards listed in UDC 11-3G-3B – the plans should be revised to comply through one of the following options: 1) add 715 s.f. to the common lot in accord with UDC 11-3G-3B.1a; or, 2) include a community garden in the common lot; or, 3) include minimum 20' x 20' plaza in the common lot, including hardscape, seating, and lighting in accord with UDC 11-3G-3B.1. *If the lot is enlarged, the plat shall also be amended accordingly.*
 - g. Remove Lot 10, Block 1 along northern boundary to provide a better transition in lot sizes to the north; no one parcel to the north shall have more than 3 portions of a lot adjacent to it.
4. Prior to the City Engineer's signature on the final plat for Phase 2, all existing structures that do not conform to the setbacks of the R-8 zoning district shall be removed.
 5. Prior to the City Engineer's signature on the final plat for Phase 1, a 14-foot wide public pedestrian easement shall be submitted to the Planning Division and recorded for the multi-use pathway as required by the Park's Department.
 6. Submit a detail of the proposed shelter on Lot 6, Block 2 with the final plat application.

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

- 1.1 Sewer must connect to the north through Rogue River Ave and not from the south. This is a different sewer shed.
- 1.2 Sewer does not need to be provided to and through to parcel to the east. Provide sewer mains to eastern boundary only as needed for development.
- 1.3 Ensure no sewer services cross infiltration trenches
- 1.4 Dead-End runs of sewer need a slope of 0.60%
- 1.5 Must include callouts to remove water blow-offs.
- 1.6 Water main connecting north and south properties must to be 12".

- 1.7 Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within water/sewer easements.

2. General Conditions of Approval

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.17 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.18 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.19 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
- 2.22 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=267776&dbid=0&repo=MeridianCity&cr=1>

D. POLICE DEPARTMENT

No comments at this time.

E. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=267942&dbid=0&repo=MeridianCity> &
<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=272212&dbid=0&repo=MeridianCity>

F. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=269309&dbid=0&repo=MeridianCity>

G. ADA COUNTY DEVELOPMENT SERVICES (ACDS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=269136&dbid=0&repo=MeridianCity>

H. WEST ADA SCHOOL DISTRICT (WASD)

No comments were received from WASD.

I. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=269137&dbid=0&repo=MeridianCity&cr=1>

X. FINDINGS

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

Required Findings: 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 3.17 units per acre is consistent with the density desired in the MDR designation for this property. However, the layout of the preliminary plat proposed with the annexation does not provide an adequate transition in lot sizes to abutting properties to the north in Phase I or in Phase II as discussed above in Sections V and VI.

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 City Council 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 (UDC 11-6B-6)

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings: (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code; (Ord. 08-1372, 7-8-2008, eff. 7-8-2008)

The City Council finds the proposed plat is generally in conformance with the UDC and the Comprehensive Plan if the Applicant revises the development plan to provide a better transition in lot sizes to abutting properties.

2. Public services are available or can be made available and are adequate to accommodate the proposed development;

The City Council finds public services can be made available to the subject property and will be adequate to accommodate the proposed development.

3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;

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

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