

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Robert Taylor, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this // day of _____, 2024, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Robert Taylor**, whose address is 3840 E. Overland Road, Meridian, ID, 83642, hereinafter called OWNER/DEVELOPER.

1. RECITALS:

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A," which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or rezoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 1.01 acres of land with a request for the R-2 (Low-Density Residential) zoning district on the property as shown in Exhibit "A" under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 7th day of May, 2024, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order ("Findings"), which have been incorporated into this Agreement and attached as Exhibit "B"; and

- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring 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/DEVELOPER:** means and refers to **Robert Taylor**, whose address is 3840 E. Overland Road, Meridian, Idaho, 83642, hereinafter called **OWNER/DEVELOPER**, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property 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. Prior to any change in use or redevelopment of the subject property, a rezone to a commercial and/or a higher density residential zoning district and a modification to this agreement shall be requested to include a conceptual development plan consistent with the Mix-Use Regional Future Land Use Map (FLUM) designation and guidelines in the Comprehensive Plan.
- b. Future development of this site shall be consistent with the applicable standards in the City of Meridian's Unified Development Code.
- c. As a result of the nonconformity to the existing home due to the off-street parking requirements in UDC 11-3C-6, the Owner/Developer is required to apply for a Conditional Use Permit for any future expansions on the property or attain compliance by constructing a new two-car garage.
- d. The Owner/Developer shall submit a dedicated easement for the future pathway along the north side of the Fivemile Creek for the length of the property to the City. Easements shall be a minimum of 14' wide (10' wide pathway + 2' shoulder on each side)

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not

a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

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

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

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:	with copy to:
City Clerk	City Attorney
City of Meridian	City of Meridian
33 E. Broadway Ave.	33 E. Broadway Ave.
Meridian, Idaho 83642	Meridian, Idaho 83642

OWNER/DEVELOPER:
Robert Taylor
3840 E. Overland Rd.
Meridian, ID 83642

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

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

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

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

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

21. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective 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:

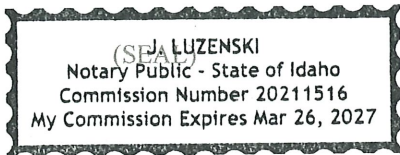


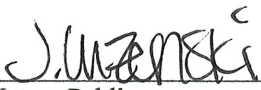
Robert Taylor

STATE OF IDAHO)
 : ss:
County of Ada)

On this 16th day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Taylor**, known or identified to me to be the person who signed above and acknowledged to me that he executed the same.

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





Notary Public
My Commission Expires: March 26, 2027

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss:
County of Ada)

On this _____ day of _____, 2024, 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



CENTURION ENGINEERS, INC.

Consulting Engineers, Land Surveyors, Planners
2323 S. Vista Ave Ste 206 Boise, ID 83705
Telephone 208.343.3381 | www.centengr.com

Annexation & Zone Land Description For: Robert Taylor

December 27, 2023

Lot 3, Block 2 of Jewell Subdivision as shown in Book 34 of Plats at Pages 2056 & 2057 records, Ada County, Idaho and adjoining right-of-way. Situate in the Southeast Quarter of the Southwest Quarter of Section 16, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the south quarter corner of said Section 16; thence S89°59'45"W, 483.11 feet along the southerly boundary of the southwest quarter of said Section 16 to the **Point of Beginning**;

Thence N00°00'00"E, 439.85 feet along the easterly boundary of said Lot 3 (as extended to the southerly boundary of the southeast quarter of the southwest quarter) to the northeast corner of said Lot 3;

Thence N90°00'00"W, 100 feet along the northerly boundary of said Lot 3 to the northwest corner of said lot 3;

Thence S00°00'00"E, 439.86 feet along the westerly boundary of said Lot 3 (as extended to the southerly boundary of the southeast quarter of the southwest quarter) to a point which bears N89°59'45"E, 749.26 feet from the southwest corner of the southeast quarter of the southwest quarter of said Section 16 and which point also bears S89°59'15"E, 1,332.50 feet from the southwest section corner of said Section 16;

Thence N89°59'45"E, 100.00 feet to the **Point of Beginning**.

Containing 1.01 acres, more or less.

This description was prepared from information of record in the office of the Ada County, recorder. Jewell Subdivision Book 34, Pages 2056 & 2057 and Record of Survey No. 8191. A new land survey was not performed.

The basis of bearing for this description is said Jewell Subdivision.



Annexation Description Sketch

Notes

1. This sketch was prepared from information of record in the office of the Ada County, recorder. Jewell Subdivision Book 34, Pages 2056 & 2057. Record of Survey No. 8191. A new land survey was not performed.
2. The basis of bearing for this sketch is said Jewell Subdivision.

Lot 4, Block 2 of Jewell Subdivision. Book 34, Page 2056 & 2057 S00°00'00"E 439.86'	N90°00'00"W 100.00' Lot 3, Block 2 of Jewell Subdivision. Book 34, Page 2056 & 2057 1.01 Acres more or less N00°00'00"E 439.85'	Lot 2, Block 2 of Jewell Subdivision. Book 34, Page 2056 & 2057
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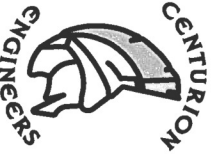


SCALE: 1"=80'



West Overland Road

Lot 3, Block 2 of Jewell Subdivision as shown in Book 34 of Plats at Pages 2056 & 2057 records, Ada County, Idaho. Situate in the Southeast Quarter of the Southwest Quarter of Section 16, Township 3N., Range 1E., Boise Meridian, Ada County, Idaho



CENTURION ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
2323 S. Vista Ave. Ste. 206 | Boise, ID 83705
208.343.3381 | www.centengr.com

Date: December 27, 2023
Drawn By: D.A. Crawford
Job Number: TR07

EXHIBIT B

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



In the Matter of the Request for Annexation 1.01 acres of land with an R-2 zoning district for the purpose of complying with the terms outlined in the consent to annex agreement for the existing home that is already connected to City utilities, by Robert Taylor.

Case No(s). H-2023-0062

For the City Council Hearing Date of: April 23, 2024 (Findings on May 7, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of April 23, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of April 23, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of April 23, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of April 23, 2024, incorporated by reference)

B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of April 23, 2024, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for annexation is hereby approved per the conditions of approval in the Staff Report for the hearing date of April 23, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

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 April 23, 2024

By action of the City Council at its regular meeting held on the 7th day of May, 2024.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

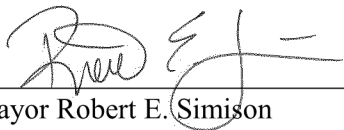
VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS

VOTED AYE

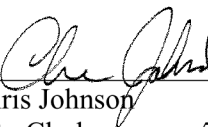
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison
5-7-2024

Attest:



Chris Johnson
City Clerk
5-7-2024



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

By:  _____ Dated: 5-7-2024
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: April 23, 2024

TO: Mayor & City Council

FROM: Stacy Hersh, Associate Planner
208-884-5533

SUBJECT: Taylor Annexation AZ
[H-2023-0062](#)

LOCATION: 3840 E. Overland Road in the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 3N, Range 1E (Parcel #R4626240475)



I. PROJECT DESCRIPTION

Annexation of 1.01 acres of land with an R-2 zoning district for the purpose of complying with the terms outlined in the consent to annex agreement for the existing home that is already connected to City utilities.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	1.01 acres Annexation	
Future Land Use Designation	Mixed Use Regional (MU-R)	
Existing Land Use	No change, continue existing single-family residential use	
Proposed Land Use(s)	Single-Family detached residential	
Current Zoning	Single-Family residential zone (R1) in Ada County	
Proposed Zoning	R-2 (Low Density Residential)	
Lots (# and type; bldg/common)	<u>1 building lot</u>	
Phasing plan (# of phases)	N/A	
Number of Residential Units (type of units)	N/A	
Neighborhood meeting date	08/24/2023	

B. Community Metrics

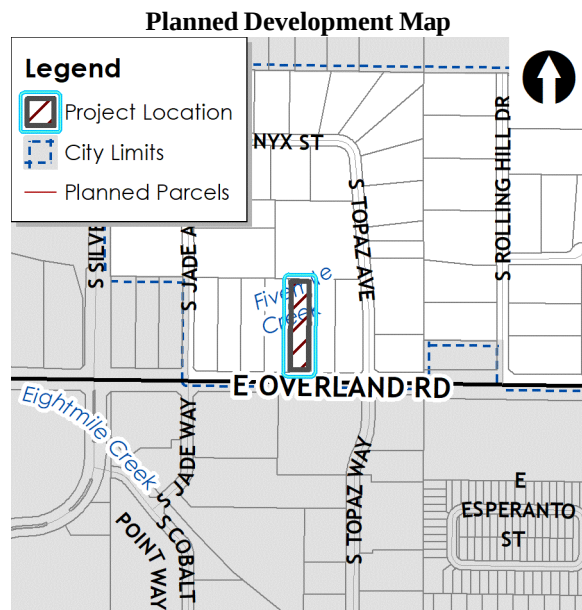
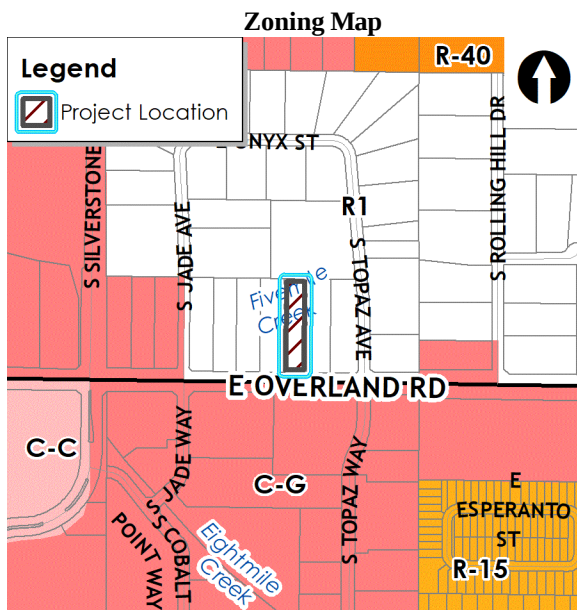
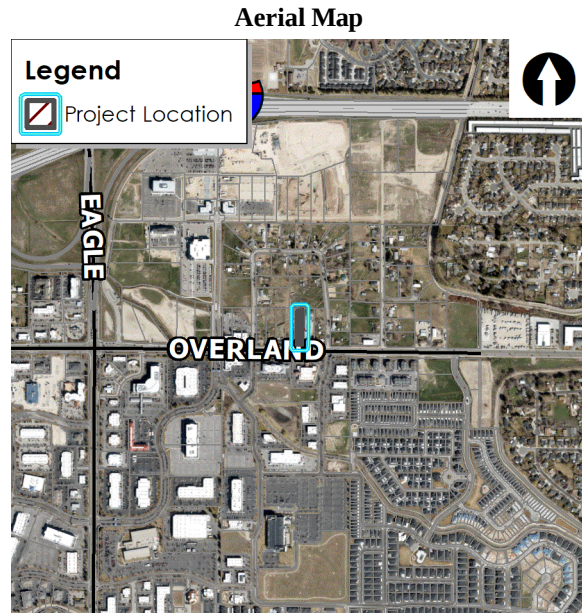
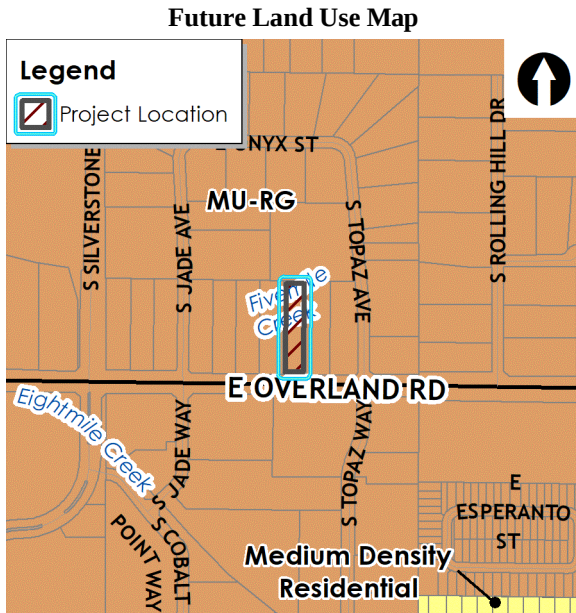
Description	Details	Page
Ada County Highway District		
• Staff report (yes/no)	No	
• Requires ACHD Commission Action (yes/no)	No	
• Existing Conditions	Existing curb, gutter, and sidewalk.	
• CIP/IFYWP	PROJECT: South Meridian Improvements B - Overland Rd and Eagle Rd Project Description: Widen intersection to 7-lanes on Eagle Rd and 9-lanes on Overland Rd as per the 2020 CIP. Project to be done in coordination with the Idaho Transportation Department. Project Manager: choman - Cody Homan Design Year: 2025 Right-of-Way Year: Future Construction Year: FUT Project #: IN218-04	

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Overland Road is classified as a principal arterial roadway.	
Proposed Road Improvements	None	
Fire Service	No comments received	
Police Service	No comments received.	

Wastewater		
• Distance to Sewer Services	No changes in public sewer infrastructure shown in record. Any changes must be approved by Public Works.	
• Sewer Shed		
• Estimated Project Sewer ERU's		
• WRRF Declining Balance		
• Project Consistent with WW Master Plan/Facility Plan	Yes	
• Impacts/Concerns	None	
Water		
• Distance to Services	Water available at site.	
• Pressure Zone	4	
• Estimated Project Water ERU's	See application	
• Water Quality Concerns	None	

• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	None

C. Project Maps



III. APPLICANT INFORMATION

A. Applicant:

Robert Taylor, Owner – 3840 E. Overland Road, Meridian, ID 83642

B. Owner:

Robert Taylor, Owner – 3840 E. Overland Road, Meridian, ID 83642

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	2/5/2024	4/3/2024
Radius notification mailed to property owners within 500 feet	3/1/2024	4/5/2024
Public hearing notice sign posted on site	3/10/2024	4/11/2024
Nextdoor posting	3/4/2024	4/3/2024

V. COMPREHENSIVE PLAN ANALYSIS

LAND USE: This property is designated as Mixed Use Regional (MU-R) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#).

The purpose of this designation is to provide a mix of employment, retail, and residential dwellings and public uses near major arterial intersections. The intent is to integrate a variety of uses together, including residential, and to avoid predominantly single-use developments such as a regional retail center with only restaurants and other commercial uses. Developments should be anchored by uses that have a regional draw with the appropriate supporting uses. For example, an employment center should have supporting retail uses; a retail center should have supporting residential uses as well as supportive neighborhood and community services. The standards for the MU-R designation provide an incentive for larger public and quasi-public uses where they provide a meaningful and appropriate mix to the development. The developments are encouraged to be designed consistent with the conceptual MU-R plan depicted.

Due to the presence of an existing home on this property with the intention to maintain its residential use, an R-2 zoning district is requested as a “placeholder” zoning district until the property redevelops in the future. Opting for a zoning district within the Mixed-Use Regional (MU-R) designation would create a non-conforming use. For example, a single-family residential dwelling on an acre is not a permitted use in a commercial zoning district and it fails to meet density requirements for an R-15 or R-40 zoning district, which is not preferred. Prior to re-development, a rezone should be requested and development proposed consistent with the Commercial FLUM designation.

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

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

- Encourage diverse housing options suitable for various income levels, household sizes, and lifestyle preferences. (2.01.01)

The Plan aims to integrate mixed-use by incorporating a variety of uses, including residential.

Residential uses should comprise a minimum of 10% of the development area, with gross densities

ranging from 6 to 40 units/acre. The current application seeks annexation of the property into the City to comply with the terms outlined in the consent to annex agreement, particularly due to the existing home already connected to City utilities. Specifics regarding the housing types and density will be addressed with future development. Given that the residential would be in a mixed-use center and at a higher density, it would likely lead to diversity in housing satisfying this goal.

- “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 the existing home is already connected to City utilities in accordance with UDC 11-3A-21.

- “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 development will not likely impact the existing abutting developments to the east, west, and north, as they are all residential uses currently zoned R1 in Ada County.

- “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.”

The existing home has already abandoned the existing septic system and is connected to the City wastewater system.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 1.01 acre parcel, including the adjacent right-of-way to the section line of E. Overland Road with an R-2 (Low-Density Residential) 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. The reason for annexation is the water table for the existing well on the single-family residential property failed late last year and the Applicant had to hook-up to City water and sewer service. No new development or redevelopment of the property is proposed at this time and the use will remain residential for the foreseeable future.

The Applicant entered into an agreement with the City for extension of domestic water and sewer service outside Meridian city limits for the subject property (Inst. #2023-037612). This agreement allowed the property to hook up to City water and sanitary sewer service with disconnection from the private well and septic system. A provision of the agreement requires the property owner to apply for annexation of the property into the City as proposed with this application.

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

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

Dimensional Standards (UDC 11-2): The proposed existing house appears to comply with the dimensional standards of the district.

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

Parking (UDC 11-3C): Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. The existing home does not meet the required number of off-street parking spaces per [UDC Table 11-3C-6](#) for a three (3) bedroom home; four (4) parking spaces are required, at least 2 in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad. The existing home does not have an enclosed two-car garage; however, there is an existing 30-foot by 20-foot driveway.

The existing home is recognized as non-conforming due to the off-street parking requirements in UDC 11-3C-6. Per [UDC 11-1B-4](#), no existing structure containing a nonconforming use may be enlarged, extended, constructed, reconstructed, moved, or structurally altered except through the approval of a conditional use permit. As a result of the non-conformity, the Applicant is required to apply for a Conditional Use Permit for any future expansions on the property or attain compliance by constructing a new two-car garage (see figure below).



Sidewalks (11-3A-17): Overland Road is improved with an existing 7-foot wide attached concrete sidewalk abutting the site in accordance with UDC standards. Staff is not recommending that this sidewalk be replaced with and 7-foot detached sidewalk.

Pathways ([UDC 11-3A-8](#)): The Meridian Pathways Master Plan Map indicates a planned pathway on the north side of the Five Mile Creek to be constructed by the City in the future. **The Applicant should submit a dedicated easement for the pathway to the City. Easements shall be a minimum of 14' wide (10' wide pathway + 2' shoulder on each side).**

Utilities ([UDC 11-3A-21](#)): Connection to City water and sewer services is required in accordance with UDC 11-3A-21. **The Applicant entered into an agreement with the City for extension of domestic water and sewer service outside Meridian city limits for the subject property (Inst. #2023-037612). The Applicant is currently connected to City utilities.**

Fencing ([UDC 11-3A-6](#), [11-3A-7](#)): All fencing is required to comply with the standards listed in UDC 11-3A-7. **The Applicant is not proposing fencing with this application.**

VII. DECISION

A. Staff:

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

B. The Meridian Planning & Zoning Commission heard these items on March 21, 2024. At the public hearing, the Commission moved to recommend approval of the subject Annexation requests.

1. Summary of Commission public hearing:
 - a. In favor: Robert Taylor, Owner
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Stacy Hersh, Associate
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by Commission:
 - a. None
4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. None

C. The Meridian City Council heard these items on April 23, 2024. At the public hearing, the Council moved to approve the subject Annexation request.

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

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



CENTURION ENGINEERS, INC.

Consulting Engineers, Land Surveyors, Planners 2323
S. Vista Ave. Ste. 205 Boise, ID 83705 Telephone
209.343.3381 | www.centurionengr.com

Annexation & Zone Land Description For: Robert Taylor

December 27, 2023

Lot 3, Block 2 of Jewell Subdivision as shown in Book: 34 of Plats at Pages 2056 & 2057 records, Ada County, Idaho and adjoining right-of-way. Situate in the Southeast Quarter or the Southwest Quarter of Section 16, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the south quarter corner of said Section 16: thence S89°59'45"W, 483.11 feet along the southerly boundary of the southwest quarter of said Section 16 to the *Point of Beginning*;

Thence S40°00'00"E, 439.85 feet along the easterly boundary of said Lot 3 (as extended to the southerly boundary of the southeast quarter of the southwest quarter) to the northeast corner of said Lot 3;

Thence N90°00'00"W, 100 feet along the northerly boundary of said Lot 3 to the northwest corner of said Lot 3;

Thence S00°00'00"E, 439.86 feet along the westerly boundary of said Lot 3 (as extended to the southerly boundary of the southeast quarter of the southwest quarter) to a point which bears N89°59'45"E, 749.26 feet from the southwest corner of the southeast quarter, of the southwest quarter of said Section 16, and which point also bears S89°59'10"E, 1,332.50 feet from the southwest section corner of said Section 16;

thence N89°59'45"E, 100.00 feet to the *Point of Beginning*.

Containing 1.01 acres, more or less.

This description was prepared from information of record in the office of the Ada County, recorder. Jewell Subdivision Book: 34, Pages 2056 & 2057 and Recon: 1 of Survey No. 8191. A new land survey was not performed.

The basis of bearing for this description is said Jewell Subdivision.



Annexation Description

Sketch

Notes

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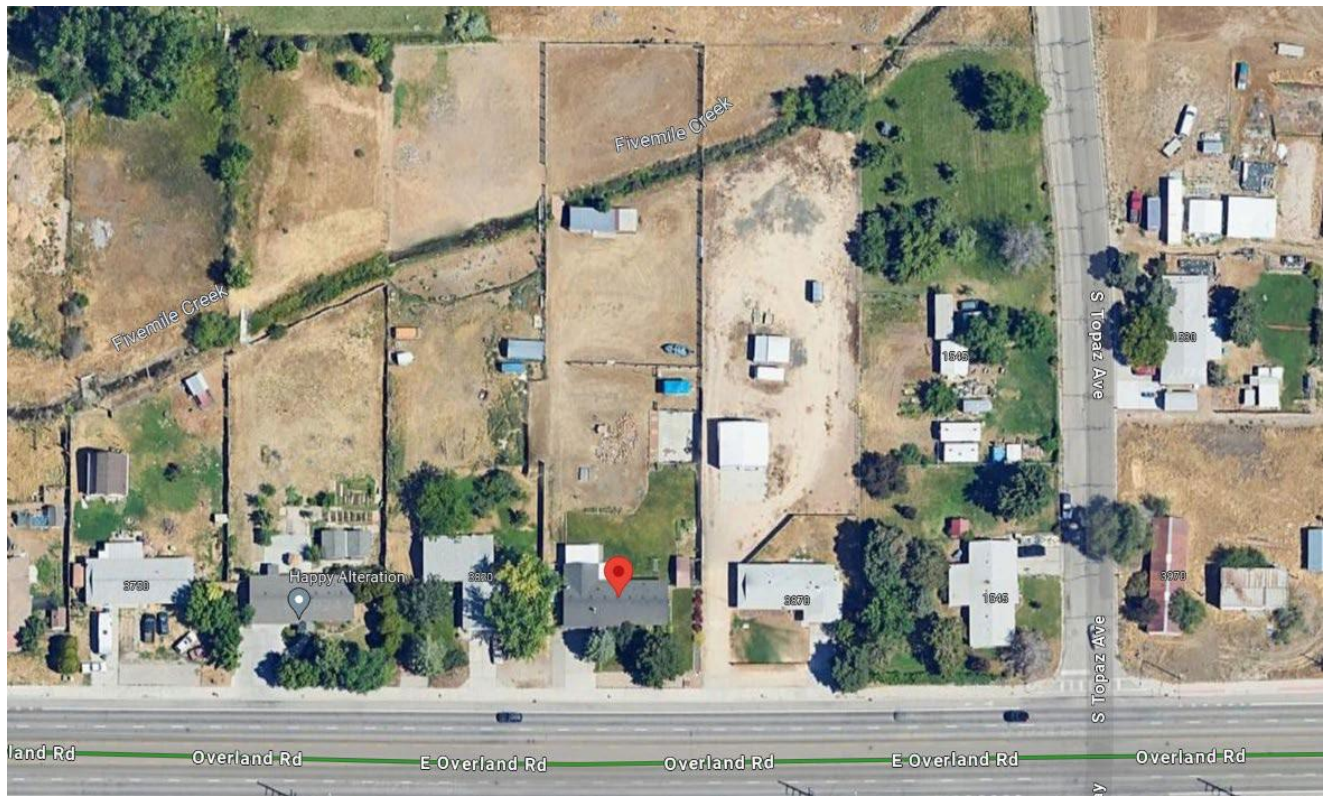
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B. Site Map



C. Existing Home



IX. CITY/AGENCY COMMENTS & CONDITIONS

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. Prior to any change in use or redevelopment of the subject property, a rezone to a commercial and/or a higher density residential zoning district and a modification to this agreement shall be requested to include a conceptual development plan consistent with the Mixed-Use Regional Future Land Use Map (FLUM) designation and guidelines in the Comprehensive Plan.
- b. Future development of this site shall be consistent with the applicable standards in the city of Meridian's Unified Development Code.
- c. As a result of the non-conformity to the existing home due to the off-street parking requirements in UDC 11-3C-6, the Applicant/Owner is required to apply for a Conditional Use Permit for any future expansions on the property or attain compliance by constructing a new two-car garage.
- d. The Applicant shall submit a dedicated easement for the future pathway along the north side of the Fivemile Creek for the length of the property to the City. Easements shall be a minimum of 14' wide (10' wide pathway + 2' shoulder on each side).

B. PUBLIC WORKS

No comments, Applicant has signed the agreement for extension of domestic water and sewer service outside Meridian City Limits (Inst. #2023-037612) and connected to City utilities.

C. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331534&dbid=0&repo=MeridianCity>

D. ADA COUNTY DEVELOPMENT SERVICES (ACDS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=332238&dbid=0&repo=MeridianCity&cr=1>

E. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331968&dbid=0&repo=MeridianCity>

F. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=332554&dbid=0&repo=MeridianCity>

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;

Staff finds annexation of the subject property with an R-2 zoning district and requirement for the property to redevelop in the future consistent with the Mixed-Use Regional future land use map designation in the Comprehensive Plan is appropriate for this property (see Section V for more information).

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

Staff finds the proposed map amendment to the R-2 zoning district is consistent with the purpose statement for the residential districts in UDC 11-2B-1, in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.

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

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

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

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

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

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