

**DEVELOPMENT AGREEMENT**

- PARTIES:**
1. **City of Meridian**
  2. **The Housing Company, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 28<sup>th</sup> day of October, 2022, 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 **The Housing Company**, whose address is 565 W Myrtle Street, Suite 250, Boise, ID 83702, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A", which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for an annexation and rezone 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 15<sup>th</sup> day of February, 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 are 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 **The Housing Company**, whose address is 565 W Myrtle Street, Suite 250, Boise, ID 83702 hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s) and/or developer(s) of the Property, including, but not limited to, any limited partnership or limited liability company controlled directly or indirectly by The Housing Company as the general partner or manager, respectively.

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. Owners/ Developer shall develop the Property in accordance with the following special conditions:

- a. Future development of this site shall be generally consistent with the approved concept plans and conceptual elevations included in Section VII of the Staff Report that is attached to the Findings of Fact and Conclusions of Law hereto attached at Exhibit B and the provisions contained herein.
- b. Before the multi-family units are placed in service (release of the first Certificate of Occupancy), Owner and/or Developer shall record a low-income housing tax credit regulatory agreement with the Ada County Recorder's Office to restrict the rental rates on the units for a minimum of thirty (30) years to ensure the units are affordable to individuals and families earning, averaged within the entire project, no more than sixty percent (60%) of the area median income and provide said agreement prior to issuance of any building permit for the proposed use: except that up to six (6) of the proposed units may be market rate units to allow for flexibility in the funding source for this project.
- c. With the first phase of development, any existing structures on the property shall be removed and all existing driveway curb-cuts to Ustick Road shall be closed.
- d. Future structures proposed along the Ustick Road frontage shall provide modulation in building placement as well as architectural elements.
- e. With the future Conditional Use Permit application, the submitted site plan shall depict the location of cross-access along the east property boundary to ensure cross-access with Parcel S0436347150.
- f. The Applicant shall record a cross-access agreement to the property to the east (Parcel S0436347150) for easier access to and from the future commercial uses along W. Ustick Road; the recorded agreement shall be submitted with the future Certificate of Zoning Compliance application.

- g. The Applicant shall deed the required right-of-way for N. Cooper Avenue to ACHD prior to submitting for Certificate of Zoning Compliance approval.
- h. Prior to submitting for Certificate of Zoning Compliance approval, the Applicant shall deed the required future right-of-way to ACHD for the extension of NW 11th Avenue in the northwest corner of the property
- i. Prior to commencement of the multi-family use on the property, the applicant shall obtain approval of a conditional use permit and meet the specific use standards set forth in UDC 11-4-3-27.

6. **COMPLIANCE PERIOD:** This Agreement must be fully executed by December 31, 2022 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's/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 re-zoning 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 Owners and/or Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

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

**CITY:**  
City Clerk  
City of Meridian  
33 E. Broadway Ave.  
Meridian, Idaho 83642

with copy to:  
City Attorney  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**OWNER/DEVELOPER:**

The Housing Company  
P.O. Box 6943  
Boise, ID 83707

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/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner/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 re-zoning 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.

OWNERS/DEVELOPER:

The Housing Company

*Evin L Anderson*

By:

CITY OF MERIDIAN

ATTEST:

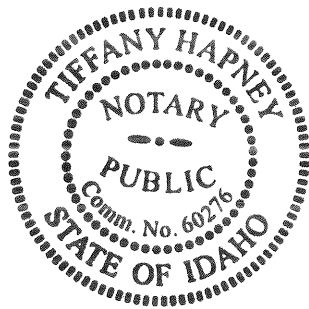
By: \_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO )  
 : ss:  
County of Ada )

On this 28<sup>th</sup> day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Evin Anderson known or identified to me to be the Director of **The Housing Company** and the person who signed above and acknowledged to me that he executed the same on behalf of said corporation.

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



*Tiffany Hapney*  
Notary Public for Idaho  
Residing at: Caldwell  
My Commission Expires: 10/30/24

STATE OF IDAHO )  
 : ss:  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_



ANNEXATION

EXHIBIT A

LEGAL DESCRIPTION

Being a portion of the SW1/4 of the SE1/4 of the SW1/4 of Section 36, T 4N, R 1W, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

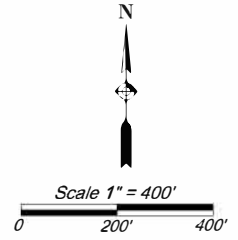
Commencing at the southwest corner of said Section 36 which bears N88°42'44"W a distance of 2,662.13 feet from the south quarter corner of said Section 36; thence on the south line of said Section 36 S88°42'44"E a distance of 1,331.05 feet to the west sixteenth corner of said Section 36 also being the Point of Beginning; thence continuing on said South line of Section 36 S88°42'44"E a distance of 665.55 feet; thence N00°23'45"E a distance of 141.63 feet; thence N67°09'18"W a distance of 129.84 feet; thence N71°02'01"W a distance of 75.67 feet; thence N66°36'48"W a distance of 55.79 feet; thence N51°23'44"W a distance of 66.02 feet; thence N47°26'23"W a distance of 78.17 feet; thence N38°28'47"W a distance of 31.20 feet; thence N72°42'37"W a distance of 123.96 feet; thence N71°13'56"W a distance of 117.61 feet; thence N69°15'27"W a distance of 67.37 feet to a point on said sixteenth line of Section 36; thence on said sixteenth line of Section 36 S00°20'32"W a distance of 440.85 feet to the Point of Beginning.

Containing 4.54 Acres more or less

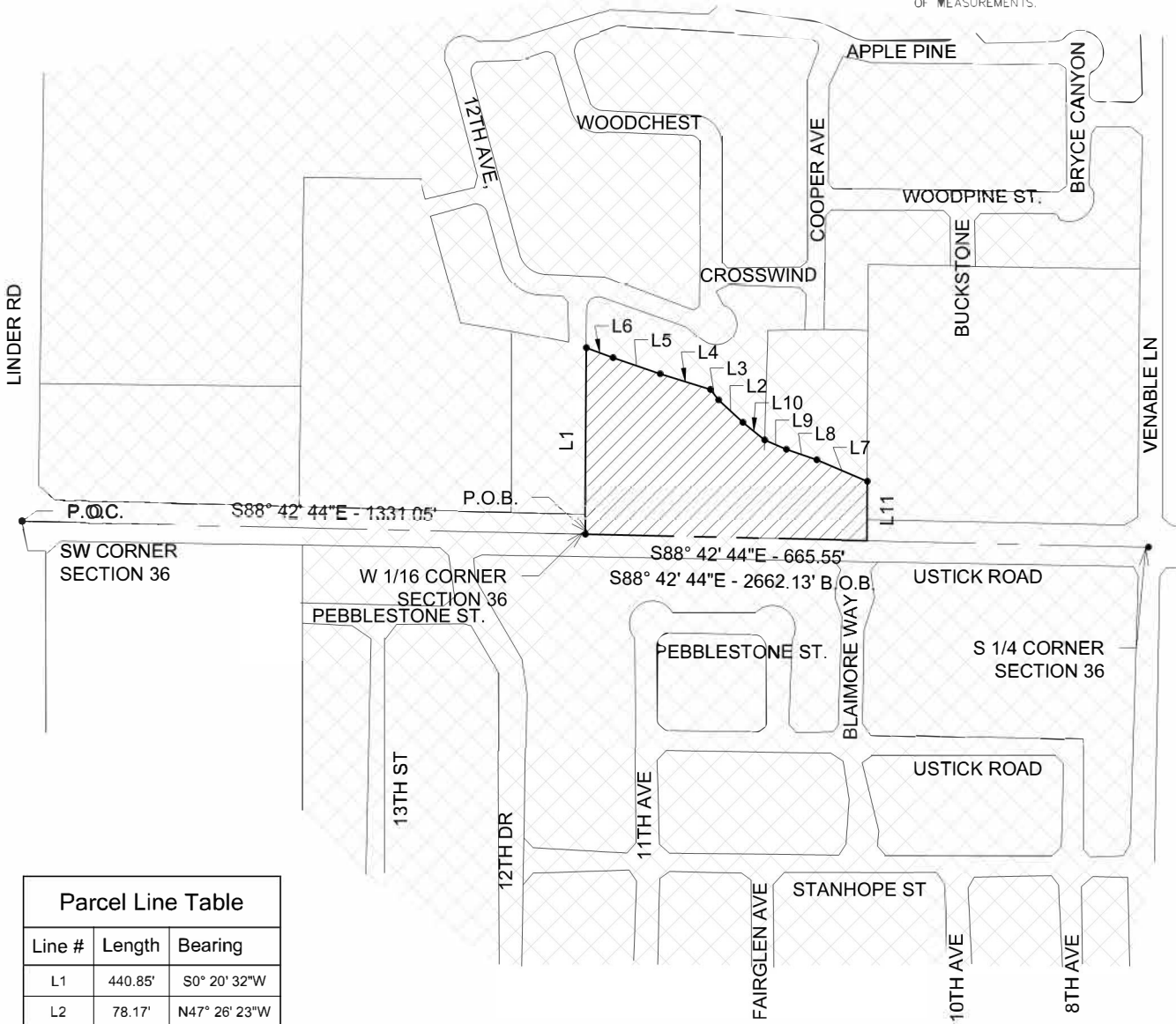


# ANNEXATION

PORTION OF SW 1/4 OF THE SE 1/4  
OF THE SW 1/4 OF SECTION 36,  
T.4N., R1.W., BOISE MERIDIAN, CITY  
OF MERIDIAN, ADA COUNTY, IDAHO.



BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.



| Parcel Line Table |         |               |
|-------------------|---------|---------------|
| Line #            | Length  | Bearing       |
| L1                | 440.85' | S0° 20' 32"W  |
| L2                | 78.17'  | N47° 26' 23"W |
| L3                | 31.20'  | N38° 28' 47"W |
| L4                | 123.96' | N72° 42' 37"W |
| L5                | 117.61' | N71° 13' 56"W |
| L6                | 67.37'  | N69° 15' 27"W |
| L7                | 129.84' | N67° 09' 18"W |
| L8                | 75.67'  | N71° 02' 01"W |
| L9                | 55.79'  | N66° 36' 48"W |
| L10               | 66.02'  | N51° 23' 44"W |
| L11               | 141.63' | N0° 23' 45"E  |

- FOUND MONUMENT
- B.O.B. BASIS OF BEARING
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- CITY OF MERIDIAN
- ▨ AREA TO BE ANNEXED

# EXHIBIT B

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



**In the Matter of the Request for Annexation and Zoning of 4.54 acres of land with a request for the R-15 zoning district for the future purpose of constructing an affordable housing, multi-family residential project, by The Housing Company.**

**Case No(s). H-2021-0092**

**For the City Council Hearing Date of: February 1, 2022 (Findings on February 15, 2022)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of February 1, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of February 1, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of February 1, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of February 1, 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 February 1, 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 and Zoning is hereby approved per the conditions of approval in the Staff Report for the hearing date of February 1, 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 Conditional Use Permit Duration

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

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

or City Council may require the conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

#### Notice of Development Agreement Duration

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

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

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

#### E. Notice of Final Action and Right to Regulatory Takings Analysis

1. **Please take notice** that this is a final action of the governing body of the City of Meridian. When applicable and pursuant to Idaho Code § 67-6521, any affected person being a person who has an interest in real property which may be adversely affected by the final action of the governing board may within twenty-eight (28) days after the date of this decision and order seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

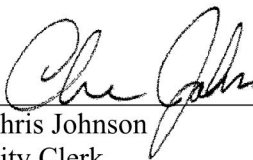
#### F. Attached: Staff Report for the hearing date of February 1, 2022.


By action of the City Council at its regular meeting held on the 15th day of February, 2022.

|                                       |                     |
|---------------------------------------|---------------------|
| COUNCIL PRESIDENT BRAD HOAGLUN        | VOTED <u>AYE</u>    |
| COUNCIL VICE PRESIDENT JOE BORTON     | VOTED <u>      </u> |
| COUNCIL MEMBER JESSICA PERREAULT      | VOTED <u>      </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<br>(TIE BREAKER) | VOTED <u>      </u> |

  
\_\_\_\_\_  
Mayor Robert E. Simison

Attest:

  
Chris Johnson  
City Clerk



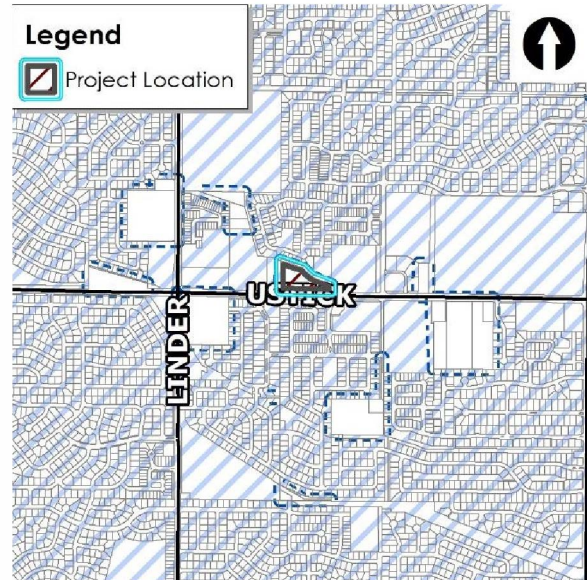
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  \_\_\_\_\_ Dated: 2-15-2022 \_\_\_\_\_  
City Clerk's Office

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 2/1/2022  
 TO: Mayor & City Council  
 FROM: Joe Dodson, Associate Planner  
 208-884-5533  
 SUBJECT: H-2021-0092  
 1160 W. Ustick Annexation  
 LOCATION: The site is located at 1160 W. Ustick Road, on the north side of Ustick between N. Linder Road and N. Venable Avenue, in the SE 1/4 of the SW 1/4 of Section 36, Township 4N, Range 1W.



**I. PROJECT DESCRIPTION**

Annexation and Zoning of 4.54 acres of land with a request for the R-15 zoning district for the future purpose of constructing an affordable housing, multi-family residential project, by The Housing Company.

**II. SUMMARY OF REPORT**

A. Project Summary

| Description   | Details   | Page |
|---|---|------|
| Acreage   | AZ – 4.54 acres; Project Site – 3.81 acres                      |      |
| Future Land Use Designation                                   | Mixed-Use Community (MU-C) and Medium Density Residential (MDR) |      |
| Existing Land Use(s)  | Vacant  |      |
| Proposed Land Use(s)  | Multi-family Residential, rent restricted                       |      |
| Lots (# and type; bldg./common)                               | One (1) building lot known at this time.                        |      |
| Phasing Plan (# of phases)                                    | Proposed as one phase.  |      |
| Physical Features (waterways, hazards, flood plain, hillside) | Lemp Canal runs along north boundary and is piped.              |      |
| Neighborhood meeting date; # of attendees:                    | October 26, 2021 – number of attendees unknown by Staff.        |      |
| History (previous approvals)                                  | N/A   |      |

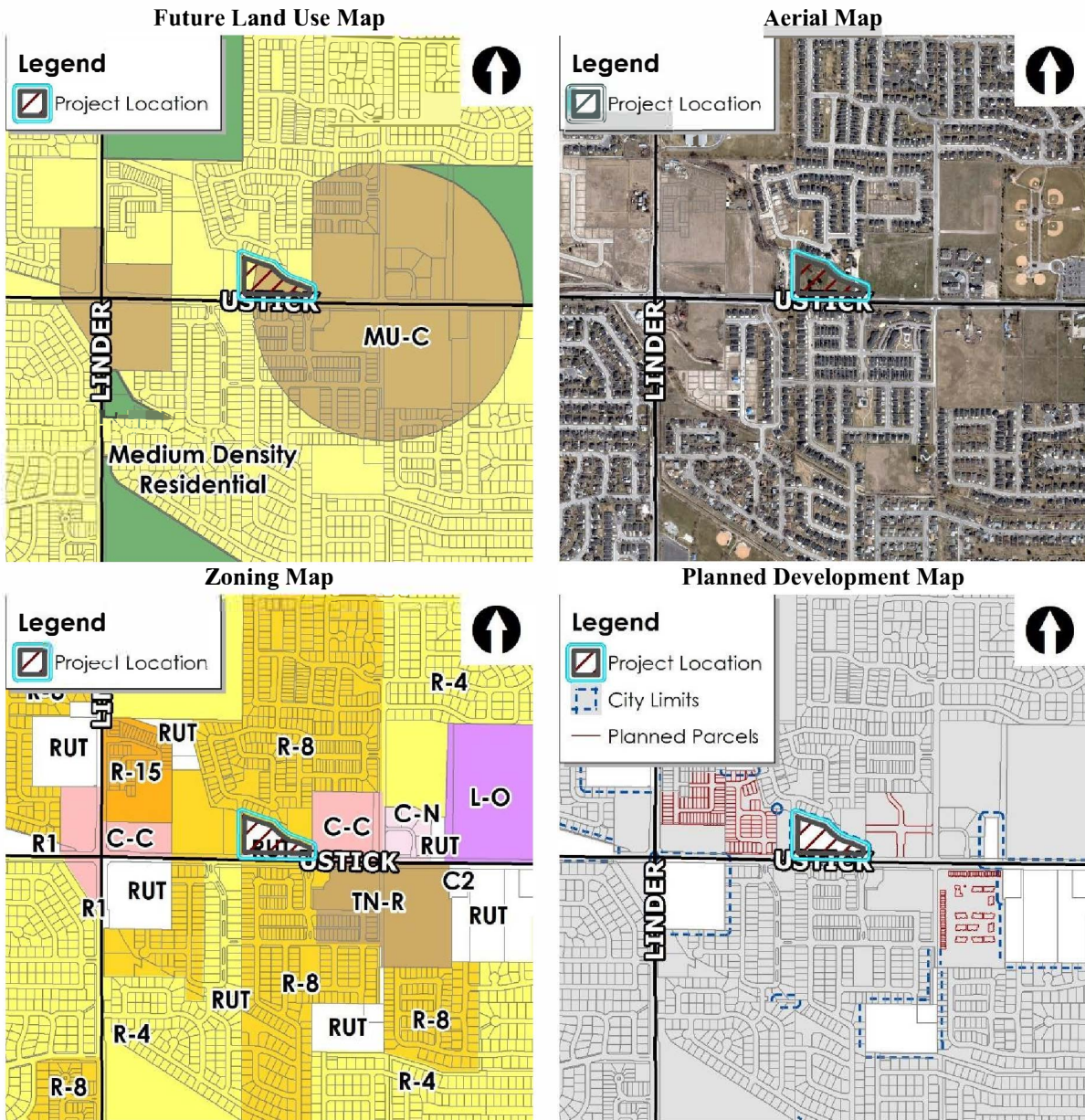
## B. Community Metrics

| Description   | Details   | Page |
|---|---|------|
| Ada County Highway District   |   |      |
| <ul style="list-style-type: none"> <li>Staff report (yes/no)</li> <li>Requires ACHD Commission Action (yes/no)</li> </ul> | <p>Yes</p> <p>No</p>  |      |
| Access (Arterial/Collectors/State Hwy/Local) (Existing and Proposed)  | Access is proposed to W. Ustick Road (arterial) via construction of a new local street connection at the very southeast corner of the site in alignment with N. Blairmore Way on the south side of W. Ustick Road.  |      |
| Stub Street/Interconnectivity/Cross Access  | Applicant is proposing to extend a new local street from Ustick to the north property boundary (length is approximately 100 feet). No other stub streets or are proposed.   |      |
| Existing Road Network   | Ustick Road is an existing 5-lane arterial street – 4 lanes of travel plus a center turn lane.  |      |
| Existing Arterial Sidewalks / Buffers   | Ustick Road is constructed with curb, gutter, and 5-foot detached sidewalk.   |      |
| Proposed Road Improvements  | ACHD staff report notes that no road improvements are required as Ustick Road is currently built to its ultimate configuration adjacent to the site.  |      |
| <b>Fire Service</b>   |   |      |
| <ul style="list-style-type: none"> <li>Distance to Fire Station</li> </ul>  | 1.8 miles to Fire Station #2; 1.9 miles to Fire Station #3.   |      |
| <ul style="list-style-type: none"> <li>Fire Response Time</li> </ul>  | Project lies within 5-minute response time goal.  |      |
| <b>Police Service</b>   |   |      |
| <ul style="list-style-type: none"> <li>Concerns</li> </ul>  | None/no comments  |      |
|   |   |      |
| <b>Wastewater</b>   |   |      |
| <ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>  | <ul style="list-style-type: none"> <li>Provide to-and-through to 3335 N Cooper Ln in a way that meets city requirements.</li> <li>Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement.</li> <li>Ensure no sewer services cross infiltration trenches</li> </ul> |      |
| <b>Water</b>  |   |      |
| <ul style="list-style-type: none"> <li>Project Consistent with Water Master Plan</li> </ul>                               | Yes   |      |
| <ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>  | <ul style="list-style-type: none"> <li>There are no changes to the water infrastructure shown in this record. A utility plan will need to be reviewed and approved by PW.</li> <li>There is an existing water stub off of W Ustick Rd that will either need to be used or abandoned.</li> </ul>   |      |





C. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant:

Erin Anderson, The Housing Company – 565 W Myrtle Street, Suite 250, Boise, ID 83707

B. Owner:

The Housing Company – 565 W Myrtle Street, Suite 250, Boise, ID 83707

C. Representative:

Same as Applicant



**IV. NOTICING**

|  | <b>Planning &amp; Zoning Posting Date</b> | <b>City Council Posting Date</b> |
|--|---|----------------------------------|
| Newspaper Notification                                   | 12/21/2021                                | 1/16/2022                        |
| Radius notification mailed to properties within 500 feet | 12/15/2021                                | 1/14/2022                        |
| Site Posting   | 12/21/2021                                | 1/21/2022                        |
| Nextdoor posting   | 12/16/2021                                | 1/14/2022                        |

**V. STAFF ANALYSIS**

A. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

The subject project site includes two future land use designations: Mixed-use Community is shown on a majority of the site with Medium Density Residential being shown on the west quarter of the site.

Mixed Use Community (MU-C) – The purpose of this designation is to allocate areas where community-serving uses and dwellings are seamlessly integrated into the urban fabric. The intent is to integrate a variety of uses, including residential, and to avoid mainly single-use and strip commercial type buildings. Non-residential buildings in these areas have a tendency to be larger than in Mixed Use Neighborhood (MU-N) areas, but not as large as in Mixed Use Regional (MU-R) areas. Goods and services in these areas tend to be of the variety that people will mainly travel by car to, but also walk or bike to (up to three or four miles). Employment opportunities for those living in and around the neighborhood are encouraged.

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

*The subject site is approximately 3.8 acres in size and abuts W. Ustick Road along its entire southern boundary. The property is widest at the west boundary and smallest at the east boundary, approximately 390 feet versus 90 feet, respectively. There are no public streets abutting the site except for approximately 11 feet of right-of-way at the very northwest corner of the site for NW 11<sup>th</sup> Avenue. The placement of this stub street is not in an ideal location as its extension now relies on two different parcels to extend it or dedicate additional right-of-way. Unfortunately, the placement of this stub street will likely dictate a majority or all of the public road to be on the property to the west, 1250 W. Ustick Road, to connect to a stub street on its west boundary from Tetherow Crossing Subdivision. In addition, at the northeast corner of the site a relatively large residential lot exists (3335 N. Cooper Lane) that was annexed and zoned as part of the adjacent Woodburn West Subdivision to the north but does not take access through that subdivision. Instead, this property takes access via a private road easement through this subject site to Ustick. Between this parcel and the Woodburn subdivision and running along the entire northern boundary is a common lot owned by the Woodburn HOA which contains the piped Lemp Canal. This common lot does not appear to be fenced off from the subject parcel but the submitted concept plans do not contemplate this area either. Staff assumes this area will be fenced off since there are two different property owners; Staff notes that if fencing is proposed in the future, open vision fencing will be required for crime prevention purposes per the Unified Development Code (UDC). Therefore, the property is a relatively odd-shaped parcel with its own*



*set of challenges derived from previous planning decisions, its dimensions, and its general location.*

*As briefly discussed, the majority of adjacent parcels are single-family residential with the exception of the C-C property to the east that shares approximately 90 feet of property boundary. This property, Settlers Square, recently received Development Agreement modification to include multi-family townhomes on the north half of their site. More importantly, that Applicant is required to provide cross-access between their property and this one. In anticipation of this, the submitted concept plan for this site should also depict an area of cross-access in reciprocation.*

*The proposed use for the subject site is multi-family residential which is a conditional use in the requested R-15 zoning district and is subject to specific use standards (UDC 11-4-3-27). However, the Applicant is proposing this project with a couple notable differences to traditional multi-family residential seen elsewhere in the City of Meridian. First, the submitted concept plan and conceptual elevations show 6-plexes and 8-plexes, no more than two-story in height, that are accessed from one side of the building and look similar to a townhome instead of a garden style apartment. Secondly, the Applicant proposes this multi-family project to be affordable housing in the form of deed restricted rents for the entire site. Staff finds the specific use of affordable housing, no matter the type, is greatly needed within the City and is essentially its own residential use. Staff has worked with the City Attorney's office to propose adequate Development Agreement (DA) provisions to ensure the proposed use of deed restricted housing units is maintained.*

*As noted above, the subject site contains two future land use designations, Mixed Use Community (MU-C) and Medium Density Residential (MDR). Staff finds the proposed use to be in alignment with the anticipated uses in both designations. Furthermore, future land use designations are not always parcel specific when more than one exists on the same project area. In short, the City has allowed Applicants to utilize one or both of the designations for their project site. However, in order for the proposed 52 affordable multi-family units to meet the gross density requirements, the project must be analyzed against the MU-C designation which allows dwellings at a gross density of 6-15 du/ac. Staff notes that a future Conditional Use Permit (CUP) will be required and the number of units will be more thoroughly analyzed with that application. The subject MU-C area is located around a mid-mile corridor and has minimal commercial uses currently developed. Previous applications in the area have allowed a reduction in commercial areas due to the viability of commercial being lower in these mid-mile locations than on the arterial intersections. However, Staff anticipates most of the remaining unannexed land to the east that is part of this MU-C bubble will be commercial because they directly abut Ustick Road which drastically increases the visibility of future businesses. In addition, as seen on the future land use map, the area to the north of subject parcel was specifically carved out of the MU-C area to allow for more traditional residential uses. This choice, coupled with the existing stub street locations and large annexed outparcels adjacent to the site, has created a site that cannot viably meet the fundamental goals and policies outlined in the comprehensive plan for the previously envisioned mixed use future land use. Minimal opportunities exist for shared spaces with other MU-C parcels to the east and even cross-access to the C-C parcel to the east is only attainable through 90 feet of shared property line. Because of these constraints to the site and nearby area, Staff does not find it feasible for the Applicant to meet all of the mixed-use policies, provide additional commercial area, and should instead be an affordable multi-family housing development.*

*Outside of the proposed use, the concept plan should also be analyzed against the Comprehensive Plan. The submitted concept plan depicts six (6) 6-plex building and two (2) 8-plex buildings, all two-story in height and the 8-plex buildings only proposed along Ustick. The proposed 6-plex buildings are only two-story in the center of the building with the outer units being shown with an elevated roofline and apparent bonus room or vaulted ceilings; no more than four (4) units are*



*on the first floor of each building. The site is shown with a looping drive aisle due to the odd shape of the parcel that has parking on both sides and the clubhouse and playground area in the center of the project. Because of the existing common lot between this parcel and the Woodburn Subdivision to the north, the two-story buildings are proposed with a relatively large physical separation. In addition, at least three of the homes closest to the subject site are two-story in height. The Applicant is also showing open space adjacent to the single-family home to the northeast taking access via a private drive. Along the west boundary, the Applicant is showing a 15-foot buffer that would be adjacent to a future road extension (NW 11<sup>th</sup> Avenue) for a majority of this shared property line—the existing single-family home on this adjacent property is located on the west side of its lot, approximately 100 feet from the shared property line. Therefore, Staff finds the Applicant has provided appropriate building massing, open space locations and buffer widths, and appropriate transition of residential use and density to adjacent residential uses.*

*Because of this analysis, Staff finds the proposed project and use of affordable multi-family residential to be generally consistent with the Comprehensive Plan. Specific Comprehensive Plan policies are discussed and analyzed below.*

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. *In order to ensure the site develops as proposed with this application and phasing plan, Staff recommends a DA as a provision of annexation with the provisions included in Section VIII.A1. The DA is required to be signed by the property owner(s)/developer and returned to the City within 6 months of the Council granting the annexation for approval.*

B. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

The applicable Comprehensive Plan policies are cited below with Staff analysis in italics.

*“Consider providing incentives to developers that produce affordable housing units as defined by federal and state agencies.” (2.01.01I). Although the City does not provide economic or dimensional relief to Applicants for affordable housing, Staff finds it appropriate to analyze this project outside of the mixed-use future land use vacuum. In addition, because the use of affordable housing units is in great need within the City of Meridian, Staff has proposed DA provisions to ensure the proposed use is maintained for many years to come.*

*“Establish and maintain levels of service for public facilities and services, including water, sewer, police, transportation, schools, fire, and parks” (3.02.01G). All City services are available for the subject site. West Ada School District (WASD) has submitted a letter noting that approximately 24 school aged children could be housed in the future development and all schools in the applicable attendance areas currently have capacity to accommodate additional children. ACHD has provided a staff report that analyzed the proposed project and has approved the submitted conceptual plan, use, and transportation element.*

*“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). As noted above, the proposed use of affordable multi-family housing can be considered a separate residential use and Staff has chosen to view it in this way. Traditional multi-family residential exists to the southeast of the site on the south side of Ustick and townhome style multi-family is proposed on a portion of the C-C property directly to the east; detached single-family residential exists to the south, west, and north of the subject site and are all zoned R-8. The multi-family component of the use would be a new use on the north side of Ustick in this area; the affordable housing component of the use would be a use the City of Meridian has not seen in many years in any place in the City. Staff supports the proposed use.*



“Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D). *Despite the project being on an odd shaped parcel with many constraints, the submitted concept plan depicts robust pedestrian facilities throughout the site and to adjacent parcels. The Applicant is showing multiple connections to the existing arterial sidewalk as well as a pedestrian connection to the east property line and at the very northwest corner of the site for future connectivity. Due to the requirements of the project to the east, it is anticipated the pedestrian facilities will be continued within the commercial component of that project. In addition, the connection at the northwest corner would connect to the attached sidewalk along the future extension of NW 11<sup>th</sup> Avenue. Additional pedestrian connectivity may be required with the future CUP application.*

“Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian's present and future residents.” (2.01.02D). *Proposed use of affordable multi-family housing units is encouraged to assist in meeting the needs of present and future residents based on their financial capabilities.*

In addition to general comprehensive plan policies, Staff finds the following mixed-use policies are also met with the proposed development:

- A mixed use project should include at least three types of land uses. Exceptions may be granted for smaller sites on a case-by-case basis. This land use is not intended for high density residential development alone.
- All mixed use projects should be accessible to adjacent neighborhoods by both vehicles and pedestrians. Pedestrian circulation should be convenient and interconnect different land use types. Vehicle connectivity should not rely on arterial streets for neighborhood access.
- All mixed use projects should be accessible to adjacent neighborhoods by both vehicles and pedestrians. Pedestrian circulation should be convenient and interconnect different land use types. Vehicle connectivity should not rely on arterial streets for neighborhood access.
- All mixed use projects should be accessible to adjacent neighborhoods by both vehicles and pedestrians. Pedestrian circulation should be convenient and interconnect different land use types. Vehicle connectivity should not rely on arterial streets for neighborhood access.

***Staff finds this development to be generally consistent with the Comprehensive Plan.***

C. Existing Structures/Site Improvements:

There is one existing structure on the property that appears to be a large concrete structure. This structure will be removed upon project development. In addition, there is existing 5-foot wide detached sidewalk along Ustick Road that will be protected and maintained during construction.

D. Proposed Use Analysis:

The proposed use of Multi-Family Residential is a conditional use in the requested R-15 zoning district. Staff has included analysis on the proposed use in relation to adjacent properties and the underlying future land use in the Comprehensive Plan section above. All required specific use standards for the proposed use will be analyzed with the future CUP applications.

E. Dimensional Standards ([UDC 11-2](#)):

The Applicant is proposing to annex the subject property into the City with the R-15 zoning district. As noted above, the proposed use is multi-family so the use is proposed on one lot and will therefore meet the minimum lot size requirement of 2,500 square feet. In addition, multi-family residential specific use standards require at least 10 feet of separation between buildings and to any property line. According to the submitted concept plan, the Applicant is in compliance with this dimensional standard.



The R-15 zoning district has a minimum landscape buffer requirement of 25 feet to any adjacent arterial street. The submitted concept plan shows this 25-foot landscape buffer to W. Ustick compliant with the required dimensional standards.

The R-15 zoning district has a maximum height limit of 40 feet. The submitted conceptual elevations do not depict measurements but all buildings are proposed as two-story in height so Staff is not concerned with the Applicant meeting this standard. With a future CUP application, Staff will confirm conformance with the required dimensional standards of the R-15 zone and the multi-family residential project specific use standards (11-4-3-27).

F. Building Elevations ([UDC 11-3A-19](#) | [Architectural Standards Manual](#)):

The Applicant has submitted conceptual elevations of the future multi-family 6-plex buildings but not of the noted 8-plex buildings. Multi-family residential projects require Administrative Design Review (DES) approval with future applications so Staff will perform a thorough analysis at that time. The Applicant has the option to submit concurrently for design review with their future CUP application.

*Initial review of the conceptual elevations depicts a 6-plex building with varying roof profiles and materials including stone, fiber-cement lap siding, and board & batten in different layouts. The elevations also depict the tallest portion of the buildings to face in towards the site which appears to minimize the building massing facing adjacent properties.*

G. Access ([UDC 11-3A-3](#), [11-3H-4](#)):

Access is proposed to W. Ustick Road (arterial) via construction of a new local street connection at the very southeast corner of the site in alignment with N. Blairmore Way on the south side of W. Ustick Road. The submitted plans show this new road to extend from Ustick and then terminate at the north property boundary to be a total of approximately 100 feet in length. Access to the multi-family residential buildings is proposed off of this new local street segment in the form of a driveway connection on its west side. All parking and access to the proposed units are off of this drive aisle that loops through the site.

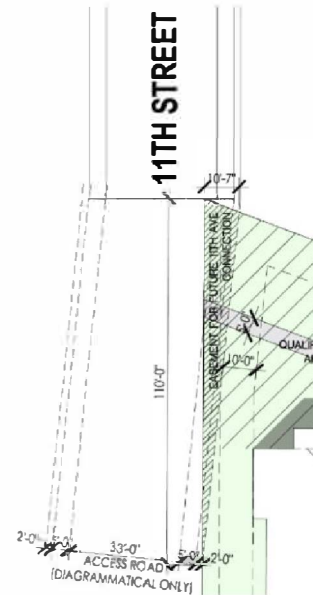
There is an existing home at the northeast corner of the subject property that currently takes access to Ustick Road via a private lane easement, N. Cooper Lane. According to the Applicant, the existing location of this private lane and curb cut are not in the correct position per the recorded easement. In fact, the Applicant has stated the easement is located further east and in alignment with the proposed local street extension. Therefore, the Applicant does not have to relocate the easement so long as access is still being provided as proposed. In addition, the Applicant is proposing to construct a new segment of private driveway for this homeowner to have access to the new local street. ACHD has offered their support of the proposed access and driveway connections for the project.

Local street access is not currently available to serve this site. Further, the applicant should provide cross access to the eastern parcel to allow access to the planned commercial uses and reciprocate access as was required with the adjacent eastern property. The executed cross access agreement should be submitted with the future CZC application.

*As noted above, there is a small area of existing right-of-way for NW 11<sup>th</sup> Avenue abutting the subject site at the very northwest corner. It is anticipated this public road would be extended wholly on the property to the west except for the sliver of right-of-way aforementioned (see*



exhibit to the right). The property to the west has an additional public street stub to their west boundary from Tetherow Crossing Subdivision currently under development. Therefore, the property to the west would be responsible for two public street extensions within the MDR designation. Code calls for cross-access between parcels but because of the proposed development and site constraints, Staff does not find it necessary to require a stub to the west boundary for future connectivity. Further, Staff finds if a connection were to be required, it would promote cross-access through parking drive aisles meant to serve the future residents of this site; this would create more of a thoroughfare for residential traffic through this drive aisle that is intended for parking and access to the multi-family units. Commission and Council should determine if cross-access to the west is needed for this property in spite of these factors.



In general, Staff supports the proposed transportation element of the subject project and site.

#### H. Parking ([UDC 11-3C](#)):

Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6B](#) for residential uses based on the number of bedrooms per unit and should include guest spaces based on the ratio of one (1) space for every 10 dwelling units. Because this application does not directly analyze unit count, Staff will confirm compliance with these standards with the future CUP submittal for the proposed use. In anticipation of this review, the Applicant did provide conceptual bedroom and parking counts on the conceptual site plan. According to these numbers, a minimum of 105 parking spaces (at least 52 covered spaces) would be required for the conceptual 52 units and includes the required five (5) guest spaces. The conceptual site plan shows a total of 115 parking spaces, of which 52 are proposed to be covered.

Initial review of the concept plan does not give Staff concern over the amount of parking due to the anticipated number of spaces being above the requirement and Staff sees a few areas on the site plan to include a few additional spaces.

#### I. Sidewalks ([UDC 11-3A-17](#)):

A 5-foot wide detached sidewalk is existing along W. Ustick Road. The Applicant is also proposing attached sidewalks and other micro-paths throughout the entire site. The proposed sidewalks and micro-paths will be analyzed against UDC dimensional requirements with the future CUP application.

*In addition to the proposed sidewalks and micro-paths shown on the concept plan, Staff is recommending an additional pathway along the north boundary to help activate the approved open space from the Woodburn Subdivision that is the area of the piped Lemp Canal directly behind six (6) existing homes. Staff believes a gravel pathway suitable for at least walking should meander through this area of the site, behind a few of the proposed buildings, so this open space area is not walled off any more than it has been by the Woodburn Subdivision. Despite this area not being a part of this project or property, this Applicant could work with the Woodburn Subdivision to better utilize and access this space for a public benefit. Staff is not recommending the Lemp Canal area be further improved but is recommending better access is provided from within this project to this area so it could be utilized by both project areas. Staff is recommending a DA provision in line with this discussion.*



J. Waterways (UDC 11-3A-6):

The Lemp Canal abuts the subject site along the north property boundary and is already piped. As noted, this area is owned and maintained by the adjacent Woodburn Subdivision HOA but does not appear to be fenced off from this subject site. Should this Applicant decide to fence this area off, Staff will analyze any proposed fencing to ensure compliance with UDC standards for fencing adjacent to irrigation common lots.

K. Pressurized Irrigation ([UDC 11-3A-15](#)):

The Applicant is required to provide a pressurized irrigation system for the development in accord with 11-3A-15. No irrigation plans have been submitted for this use at this time but Staff anticipates this will be handled with future development applications, most likely with the future Certificate of Zoning Compliance that is required prior to building permit submittal. Land Development will review these plans in more detail at a later date when specific irrigation plans are submitted.

## VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation and zoning with the requirement of a Development Agreement per the Findings in Section IX of this staff report.

B. The Meridian Planning & Zoning Commission heard these items on January 6, 2022. At the public hearing, the Commission moved to recommend approval of the subject Annexation request.

1. Summary of Commission public hearing:

- a. In favor: Erin Anderson, The Housing Company (Applicant)
- b. In opposition: None
- c. Commenting: Erin Anderson
- d. Written testimony: None
- e. Staff presenting application: Joseph Dodson, Associate Planner
- 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. How the project will be managed on-site, specifically if it will be managed 24-hours;
- b. Is the project meant to be an age-restricted development – No, per the Applicant;
- c. The reasoning behind Staff's recommended additional gravel pathway along the north boundary;
- d. Parameters of project that are more and less important due to the proposed land use being for affordable housing in lieu of market-rate units;
- e. How does Staff envision Cooper Lane and NW 11<sup>th</sup> being extended in the future;

4. Commission change(s) to Staff recommendation:

- a. Modify recommended DA Provision A.1i to include the Applicant work with the adjacent HOA of the Woodburn Subdivision to try and share the recommended gravel pathway within their open space lot that contains the piped irrigation facility.

5. Outstanding issue(s) for City Council:

- a. Staff has not received information regarding the Applicant and the Woodburn HOA working together to share the recommended gravel pathway. Staff is not overly concerned with this as Parks and Recreation have noted the internal sidewalks are adequate enough for pedestrian circulation and any future shared pathway could be





handled by the City and the HOA working together should the City determine it is a needed pathway segment in the future.

C. The Meridian City Council heard these items on February 1, 2022. At the public hearing, the Council moved to approve the subject Annexation and Zoning request.

1. Summary of the City Council public hearing:
  - a. In favor: Erin Anderson, Applicant
  - b. In opposition: None
  - c. Commenting: Erin Anderson; Eric Pugmire, neighbor.
  - d. Written testimony: Morgan Keating – neighbor who supports project and concept of affordable housing in Meridian.
  - e. Staff presenting application: Joseph Dodson, Associate Planner
  - f. Other Staff commenting on application: Bill Nary, City Attorney
2. Key issue(s) of public testimony:
  - a. In favor of development but warns against requiring shared pathway/open space with Woodburn Subdivision and a preference for a fence to be constructed along the perimeter of property.
3. Key issue(s) of discussion by City Council:
  - a. Assessment values of affordable housing projects versus non-restricted projects and overall salability of a property/buildings if they are deed restricted;
  - b. Difference of discussed funding sources and potential of project moving forward without the funding—furthermore, the timeline of obtaining funding for the project and whether City timelines will align and accommodate required timeline;
  - c. What is the need for a DA provision restricting the project to affordable if future funding will do this and the property will be deed restricted;
  - d. If property is annexed but funding is not obtained, will property be resold—Applicant stated project would continually request funding for affordable and not resell property;
  - e. Need for the additional pathway along north boundary;
  - f. Anticipated extension of adjacent NW 11<sup>th</sup> Avenue into site to the west and whether this road extension would render that property less valuable due to need for relatively large areas of road dedication;
4. City Council change(s) to Commission recommendation:
  - a. Revise the affordability DA provision with the Applicant in order to allow for up to 6 market rate units, per the Applicant;
  - b. Strike provision regarding gravel pathway along north boundary.



**VII. EXHIBITS**

A. Annexation and Zoning Legal Description and Exhibit Map

ANNEXATION

EXHIBIT A

LEGAL DESCRIPTION

Being a portion of the SW1/4 of the SE1/4 of the SW1/4 of Section 36, T 4N, R 1W, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

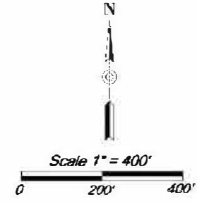
Commencing at the southwest corner of said Section 36 which bears N88°42'44" W a distance of 2,662.13 feet from the south quarter corner of said Section 36; thence on the south line of said Section 36 S88°42'44" E a distance of 1,331.05 feet to the west sixteenth corner of said Section 36 also being the Point of Beginning; thence continuing on said South line of Section 36 S88°42'44" E a distance of 665.55 feet; thence N00°23'45" E a distance of 141.63 feet; thence N67°09'18" W a distance of 129.84 feet; thence N71°02'01" W a distance of 75.67 feet; thence N66°36'48" W a distance of 55.79 feet; thence N51°23'44" W a distance of 66.02 feet; thence N47°26'23" W a distance of 78.17 feet; thence N38°28'47" W a distance of 31.20 feet; thence N72°42'37" W a distance of 123.96 feet; thence N71°13'56" W a distance of 117.61 feet; thence N69°15'27" W a distance of 67.37 feet to a point on said sixteenth line of Section 36; thence on said sixteenth line of Section 36 S00°20'32" W a distance of 440.85 feet to the Point of Beginning.

Containing 4.54 Acres more or less

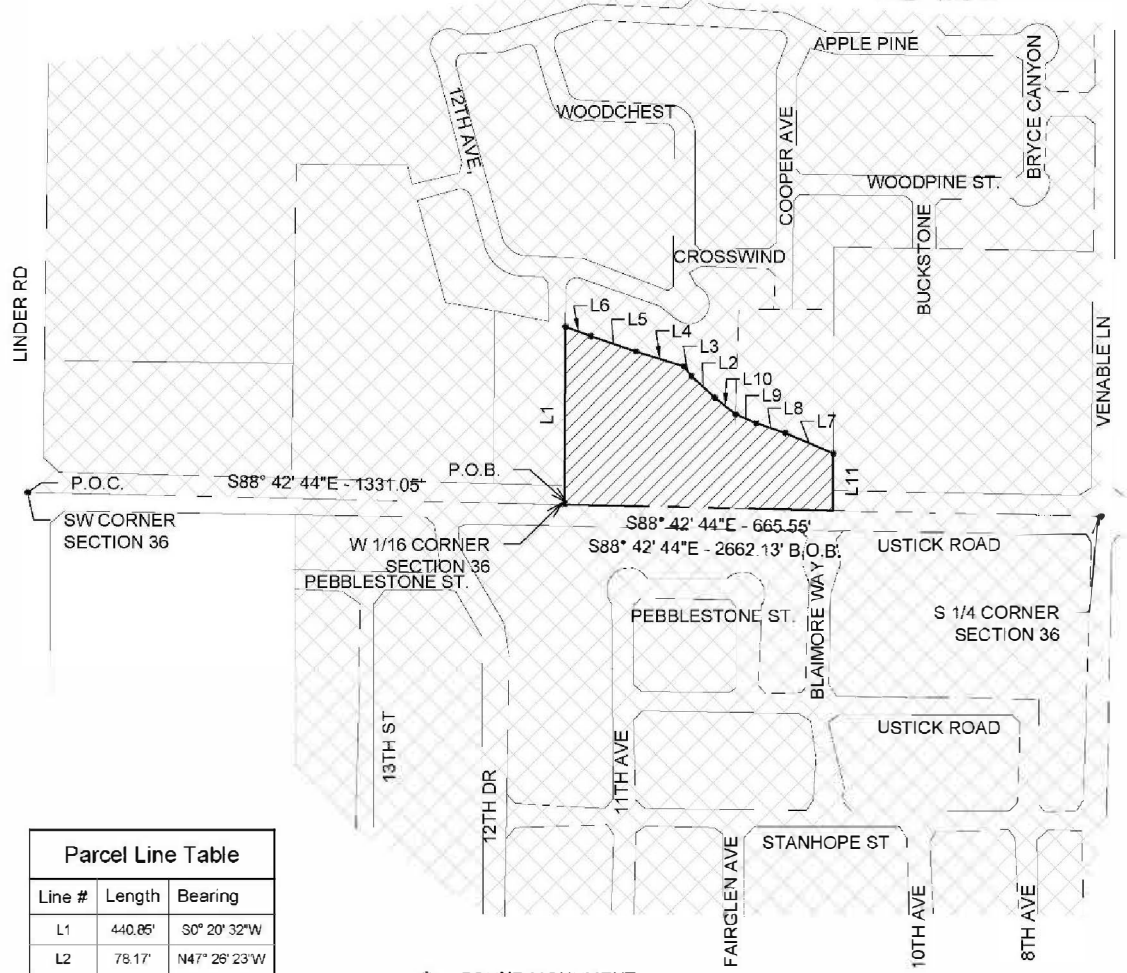


# ANNEXATION EXHIBIT B

PORTION OF SW 1/4 OF THE SE 1/4  
OF THE SW 1/4 OF SECTION 36,  
T.4N., R.1.W., BOISE MERIDIAN, CITY  
OF MERIDIAN, ADA COUNTY, IDAHO.



BEARINGS AND DISTANCES MAY VARY FROM  
PREVIOUS PLATS DUE TO DIFFERENT METHODS  
OF MEASUREMENT.



| Parcel Line Table |         |                |
|-------------------|---------|----------------|
| Line #            | Length  | Bearing        |
| L1                | 440.85' | S0° 20' 32" W  |
| L2                | 78.17'  | N47° 26' 23" W |
| L3                | 31.20'  | N38° 28' 47" W |
| L4                | 123.98' | N72° 42' 37" W |
| L5                | 117.61' | N71° 13' 56" W |
| L6                | 67.37'  | N69° 15' 27" W |
| L7                | 129.84' | N67° 09' 18" W |
| L8                | 75.67'  | N71° 02' 01" W |
| L9                | 55.79'  | N66° 36' 48" W |
| L10               | 66.02'  | N51° 23' 44" W |
| L11               | 141.63' | N0° 23' 45" E  |

- FOUND MONUMENT
- B.O.B. BASIS OF BEARING
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

- CITY OF MERIDIAN
- AREA TO BE ANNEXED

JOB No: R21189

**ACKERMAN  
ESTVOLD**  
7661 West Riverside Drive, Ste. 102 • Garden City, ID 83714  
208 853 6478 • www.ackerman-estvold.com  
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

B. Proposed Concept Plan



W USTICK RD

N COOPER LN

N Cooper Ln

32 APARTMENT UNITS  
 5 1-BEDS  
 5 2-BEDS  
 12 3-BEDS  
 11 COVERED SPACES (10 RES.)  
 12 COVERED SPACES (12 RES.)  
 SITE AREA: 162,253 S.F.

COVERED PARKING SPACES



# D. Preliminary Open Space Exhibit



**HS** HUTCHISON  
SMITH  
ARCHITECTS

W USTICK RD

N COPPER LN

## VIII. 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 and the property owner(s) at the time of annexation ordinance adoption.

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:

- a. Future development of this site shall be generally consistent with the approved concept plans and conceptual elevations included in Section VII and the provisions contained herein.
- b. Before the multi-family units are placed in service (release of the first Certificate of Occupancy), Owner and/or Developer shall record a low-income housing tax credit regulatory agreement with the Ada County Recorder's Office to restrict the rental rates on the units for a minimum of thirty (30) years to ensure the units are affordable to individuals and families earning, averaged within the entire project, no more than sixty percent (60%) of the area median income and provide said agreement prior to issuance of any building permit for the proposed use; except that up to six (6) of the proposed units may be market rate units to allow for flexibility in the funding source for this project. ~~City shall be deemed to be a third-party beneficiary of said regulatory agreement.~~
- c. With the first phase of development, any existing structures on the property shall be removed and all existing driveway curb-cuts to Ustick Road shall be closed.
- d. Future structures proposed along the Ustick Road frontage shall provide modulation in building placement as well as architectural elements.
- e. With the future Conditional Use Permit application, the submitted site plan shall depict the location of cross-access along the east property boundary to ensure cross-access with Parcel S0436347150.
- f. The Applicant shall record a cross-access agreement to the property to the east (Parcel S0436347150) for easier access to and from the future commercial uses along W. Ustick Road; the recorded agreement shall be submitted with the future Certificate of Zoning Compliance application.
- g. The Applicant shall deed the required right-of-way for N. Cooper Avenue to ACHD prior to submitting for Certificate of Zoning Compliance approval.
- h. Prior to submitting for Certificate of Zoning Compliance approval, the Applicant shall deed the required future right-of-way to ACHD for the extension of NW 11<sup>th</sup> Avenue in the northwest corner of the property.
- ~~i. With the future Conditional Use Permit application, the Applicant shall work with the adjacent homeowners association (Woodburn Subdivision HOA) to add an additional 5-foot wide pathway shall be depicted along the north boundary of the site with connections to the Woodburn Subdivision open space lot and to the internal sidewalks of this project.~~



Said pathway shall be made of materials that can easily accommodate safe pedestrian activities (i.e. asphalt, gravel, etc.).

- J. Prior to commencement of the multi-family use on the property, the applicant shall obtain approval of a conditional use permit and meet the specific use standards set forth in UDC 11-4-3-27.



## **B. PUBLIC WORKS**

### **1. Site Specific Conditions of Approval**

- 1.1 There are no changes to Public Works infrastructure shown with this application. A utility plan must be submitted and reviewed by Public Works Engineering.
- 1.2 There is an existing water stub off West Ustick Road that must be utilized or abandoned, per City Design Standards.
- 1.3 No permanent structures can be built within a City utility easement including but not limited to trees, shrubs, buildings, carports, trash enclosures, fences, infiltration trenches, light poles, etc.
- 1.4 No sewer services shall cross infiltration trenches.
- 1.5 A geotechnical report will be required to be submitted with the first building permit application; any recommendations therein should be followed.

### **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-foot wide for a single utility, or 30-foot wide for two. 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.
- 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 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 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures.
- 2.10 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.
- 2.11 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.
- 2.12 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.13 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.14 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.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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](http://www.meridiancity.org/public_works.aspx?id=272).
- 2.19 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. NAMPA MERIDIAN IRRIGATION DISTRICT (NMID)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=248514&dbid=0&repo=MeridianCity>

**D. WEST ADA SCHOOL DISTRICT (WASD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=248414&dbid=0&repo=MeridianCity>

**E. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=248753&dbid=0&repo=MeridianCity>

**IX. 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;**

*Council finds the proposed zoning map amendment to annex the property into the City of Meridian with the R-15 zoning district with the proposed affordable multi-family residential use and site design is consistent with the Comprehensive Plan, if all conditions of approval are met.*

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

*Council finds the proposed zoning map amendment and the requested development complies with the regulations outlined in the requested R-15 zoning district and is consistent with the purpose statement of the requested zone.*

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

*Council finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare, especially if all conditions of approval are met.*

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

*Council finds the proposed zoning map amendment will not result in an adverse impact on the delivery of services by any political subdivision providing public services within the City.*

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

*Council finds the annexation is in the best interest of the City, if the applicant enters into a development agreement with the City and agrees to develop the property as an affordable housing project as proposed.*

