

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
2. **MFRE River Jordan Mink Ranch North SLLC**
3. **Maurice Craig Rambo as Trustee of the Morris & Dixie Rambo Trust, UTA, the 9th Day of December, 1999**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2025, 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, **MFRE River Jordan Mink Ranch North SLLC**, a Utah series limited liability company, whose address is P.O. Box 37, Lehi, Utah 84043, hereinafter called "MFRE", and **Maurice Craig Rambo as Trustee of the Morris & Dixie Rambo Trust, UTA, the 9th Day of December, 1999**, whose address is 5220 W. Ustick Road, Meridian, Idaho 83646, hereinafter called "RAMBO". MFRE and RAMBO may be hereinafter collectively called "OWNER".

1. RECITALS:

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain land in the County of Ada, State of Idaho, described in Exhibit "A," which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the "Property"; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner has submitted, or authorized the submission of, an application for annexation and zoning of 38.56 acres of land with a request for the R-8 (Medium-Density Residential) zoning district on the Property as shown in Exhibit "A" under the UDC, which, together with this Agreement, generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner and/or its representatives, 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 the requested rezoning held before Planning and Zoning Commission and the Meridian City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 22nd day of July, 2025, the Meridian City Council approved certain Findings of Fact, and Conclusions of Law and Decision & Order (the "Findings"), which have been incorporated into this Agreement and attached as Exhibit "B"; and
- 1.8 **WHEREAS**, the Findings require the Owner to enter into a Development Agreement before the Meridian City Council takes final action to annex the Property into the City of Meridian; and
- 1.9 **WHEREAS**, Owner deems 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 to enter into a development agreement for the purpose of ensuring the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. INCORPORATION OF RECITALS: That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. DEFINITIONS: For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER:** means and refers collectively to **MFRE River Jordan Mink Ranch North SLLC**, whose address is P.O. Box 37, Lehi, Utah 84043, and **Maurice Craig Rambo as Trustee of the Morris & Dixie Rambo Trust, UTA, the 9th Day of December, 1999**, whose address is 5220 W. Ustick Road, Meridian, Idaho 83646, the parties that owns the Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property to be bound by this Agreement located in the County of Ada, City of Meridian as legally described in Exhibit "A" attached hereto and by this reference incorporated herein as if set forth at length.

4. USES PERMITTED BY THIS AGREEMENT: This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1** The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.
- 4.2** No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. CONDITIONS GOVERNING DEVELOPMENT OF THE PROPERTY:

- 5.1** Owner shall develop or cause the Property to be developed in accordance with the following special conditions:
 - (a) Future development of the Property shall be generally consistent with the preliminary plat, landscape plan, qualified open space exhibit, site amenity exhibit, and conceptual building elevations included in Section VII of the Staff Report attached to the Findings and the provisions contained herein.
 - (b) The existing wells on the Property shall be abandoned, and proof of abandonment shall be provided to the City Public Works Department. The wells may be used for pressurized irrigation purposes.
 - (c) All existing septic systems shall be removed with redevelopment of the Property.
 - (d) The sides of homes on lots that face W. Ustick Rd. and N. Avellino Way shall incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. Provided that, single-story structures are exempt from this requirement.
 - (e) An application for design review shall be submitted for all single-family attached units to ensure compliance with the design standards listed in the City's Architectural Standards Manual.
 - (f) The Owner shall make a good faith effort to coordinate with the Bureau of Reclamation to obtain all necessary approvals, easements, or agreements required to extend W. Alderstone Drive beyond the Property onto the Bureau of Reclamation's land to the west and to connect to the existing stub street within the adjacent Birchstone Creek Subdivision to the east. If approval of such can be obtained, this extension shall be constructed in accordance with applicable Ada County Highway District (ACHD) design and construction standards.

If the Bureau of Reclamation does not grant the required approvals or access rights at the time of development of the relevant phase, the Owner shall construct a stub street to the eastern boundary of the Property in alignment with the existing stub street. This will allow for a potential future extension by ACHD, should right of way be secured, unless the requirement is waived by City Council. The Owner, or its agents, shall submit documentation of coordination efforts with the Bureau of Reclamation to the City prior to final plat approval.

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, or Owner's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the UDC. In recognition that the Property may have multiple subsequent owners of all or a portion of the Property, a default by a subsequent or successor owner shall only be applicable to such defaulting owner and its portion of the Property and shall not be considered a default of any other non-defaulting owner on other portions of the Property.

7.2 Notice and Cure Period. In the event of Owner's breach of this Agreement, Owner shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach, 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 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 stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner reserves all rights to contest

whether a default has occurred, and Owner shall have all rights and remedies available at law or in equity.

- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner 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 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 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, 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 agrees to provide, if required by the City.

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

13. ABIDE BY ALL CITY ORDINANCES: That Owner agrees 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 Avenue
Meridian, Idaho 83642	Meridian, Idaho 83642

OWNER:

MFRE River Jordan Mink Ranch North SLLC
P.O. Box 37
Lehi, Utah 84043

Maurice Craig Rambo as Trustee of the Morris & Dixie Rambo Trust, UTA, the 9th Day of December, 1999
5220 W. Ustick Road
Meridian, Idaho 83646

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

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

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

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

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

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

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

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

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

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

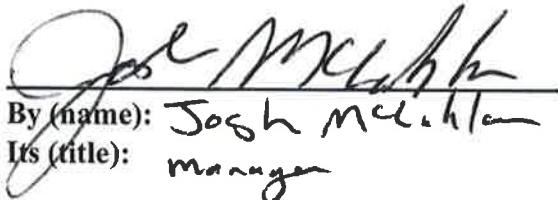
23. EFFECTIVE DATE OF AGREEMENT: This Agreement shall be effective upon execution of the Mayor and City Clerk.

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

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

OWNER:

MFRE River Jordan Mink Ranch North SLLC
a Utah series limited liability company


By (name): Josh McElhan
Its (title): manager

State of UTAH)
County of UTAH : ss.

On this 8 day of JANUARY 2020 ^{VB}, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSHUA McELHAN known or identified to me to be the MANAGER of **MFRE River Jordan Mink Ranch North SLLC** and the person who signed above and acknowledged to me that he executed the same.

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




Notary Public
My Commission Expires: 4/21/28

OWNER:

Morris & Dixie Rambo Trust, UTA, the 9th Day of December, 1999


By (name): Maurice Craig Rambo
Its (title): Trustee

State of Idaho)
: ss.

County of Ada)

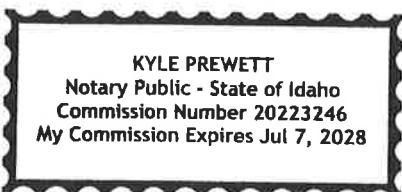
On this 29 day of January, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Maurice Craig Rambo, known or identified to me to be the Trustee of the **Morris & Dixie Rambo Trust, UTA, the 9th Day of December, 1999** and the person who signed above and acknowledged to me that he executed the same.

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

(SEAL)


Notary Public

My Commission Expires: 21/7/2028



CITY OF MERIDIAN

ATTEST:

By: Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
 : ss.
County Ada)

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires _____

EXHIBIT A

Legal Description Springday Preliminary Plat

A parcel located in the SW 1/4 of the SE 1/4 of Section 33, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southwest corner of said SW 1/4 of the SE 1/4 (1/4 Corner), from which a 5/8 inch diameter rebar monument marking the southwest corner of said Section 33 bears N 89°19'04" W a distance of 2638.34 feet;

Thence along the westerly boundary of said SW 1/4 of the SE 1/4 N 0°29'02" E a distance of 325.00 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly boundary N 0°29'02" E a distance of 991.85 feet to a point marking the northwest corner of said SW 1/4 of the SE 1/4;

Thence along the northerly boundary of said SW 1/4 of the SE 1/4 S 89°16'57" E a distance of 1318.87 feet to a point marking the northeast corner of said SW 1/4 of the SE 1/4;

Thence along the easterly boundary of said SW 1/4 of the SE 1/4 S 0°28'07" W a distance of 1316.16 feet to a point marking the southeast corner of said SW 1/4 of the SE 1/4;

Thence along the southerly boundary of said SW 1/4 of the SE 1/4 N 89°18'45" W a distance of 1144.22 feet to a point;

Thence leaving said southerly boundary N 0°29'02" E a distance of 325.00 feet to a point;

Thence N 89°18'45" W a distance of 175.00 feet to the **POINT OF BEGINNING**.

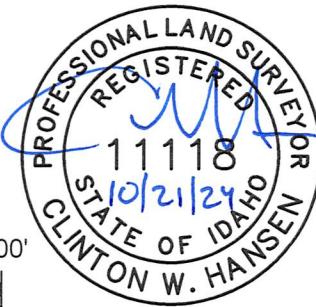
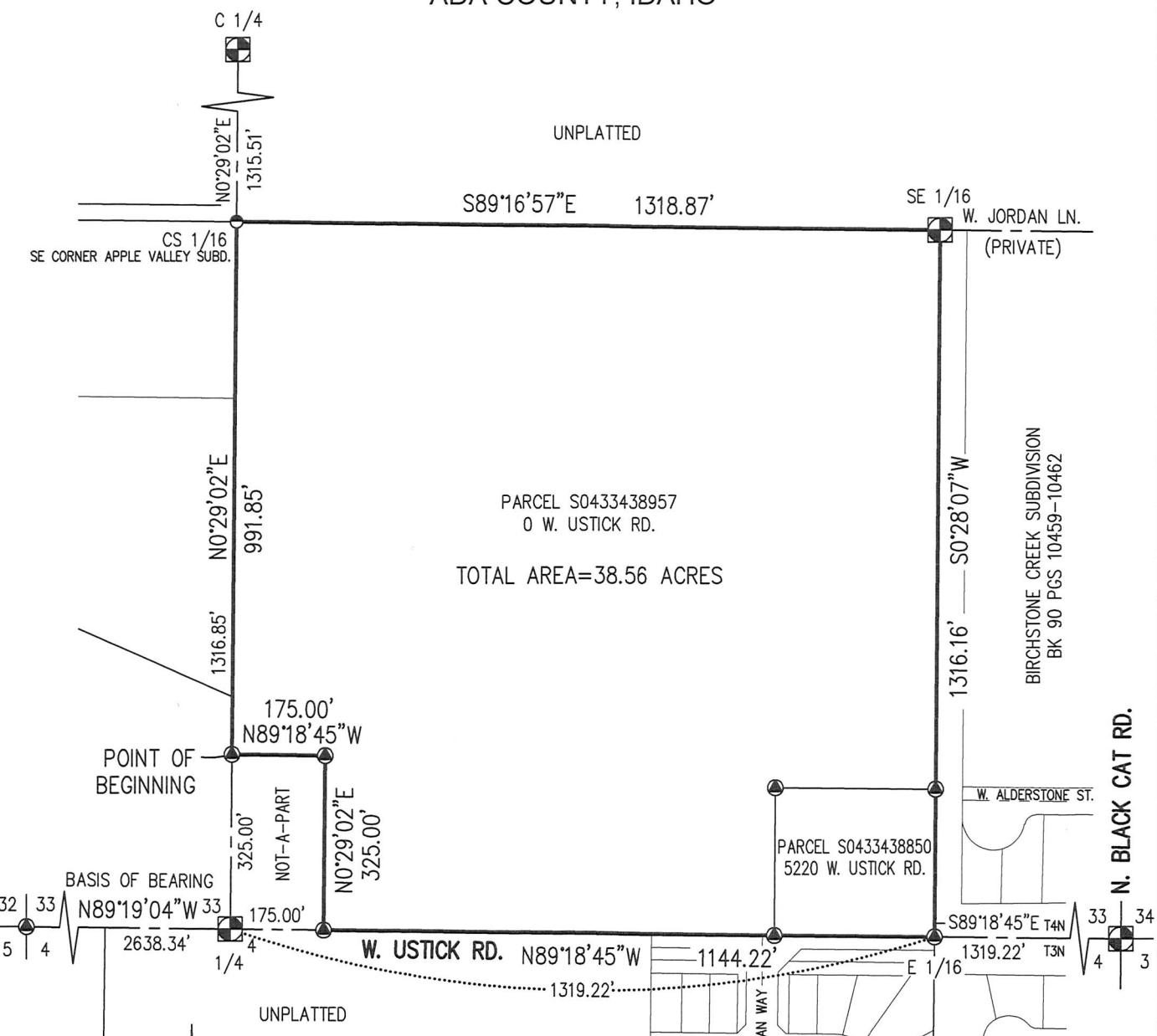
This parcel contains 38.56 acres, more or less.

Clinton W. Hansen, PLS
Land Solutions, PC
October 21, 2024



SPRINGDAY PRELIMINARY PLAT

LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 33, T4N, R1W, BM,
ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting

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

JOB NO. 21-26

EXHIBIT B

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



In the Matter of the Request for Annexation of 40.84 Acres of Land with an R-8 Zoning District; and Preliminary Plat Consisting of 172 Buildable Lots and 20 Common Lots on 38.56 Acres of Land in the R-8 Zoning District for Springday Subdivision, by Engineering Solutions, LLP.

Case No(s). H-2024-0069

For the City Council Hearing Date of: July 8, 2025 (Findings on July 22, 20225)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 8, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of July 8, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of July 8, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 8, 2025, 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 July 8, 2025, 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 of 40.84 acres of land with an R-8 zoning district is hereby approved with the requirement of a development agreement per the provisions in the Staff Report for the hearing date of July 8, 2025, attached as Exhibit A.
2. The applicant's revised request for revised preliminary plat consisting of 170 buildable lots and 19 common lots on 38.56 acres of land in the R-8 zoning district is hereby approved with the conditions of approval in the Staff Report for the hearing date of July 8, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Development Agreement Duration

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

A development agreement may be modified by the city or an affected party of the development

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of July 8, 2025

By action of the City Council at its regular meeting held on the 22nd day of July, 2025.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED _____

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS

VOTED AYE

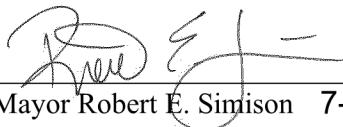
COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

MAYOR ROBERT SIMISON

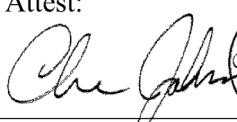
VOTED _____

(TIE BREAKER)



Mayor Robert E. Simison 7-22-2025

Attest:




Chris Johnson
City Clerk

7-22-2025

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

By: Charlene Way Dated: 7-22-2025
City Clerk's Office

COMMUNITY DEVELOPMENT

DEPARTMENT REPORT



HEARING 7/8/2025

DATE:

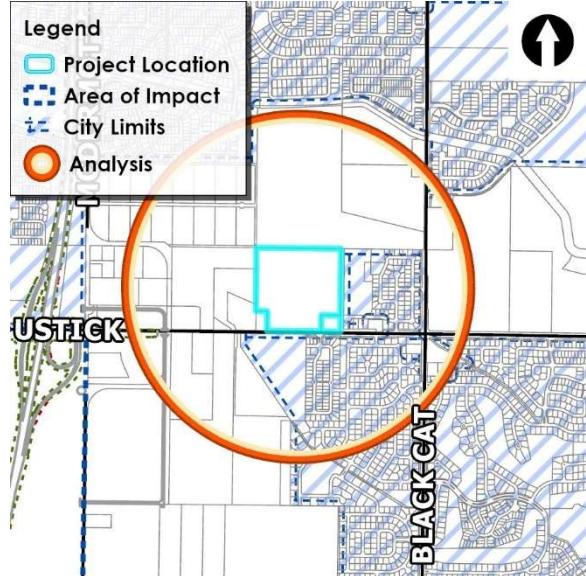
TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533
sallen@meridiancity.org

APPLICANT: Engineering Solutions, LLP

SUBJECT: H-2024-0069
Springday Subdivision – AZ, PP

LOCATION: North side of W. Ustick Rd., 1/4 mile west of N. Black Cat Rd., in the SE 1/4 of Section 33, T.4N., R.1W. (Parcel #S0433438957 & #S0433438850)



I. PROJECT OVERVIEW

A. Summary

Annexation of 40.84 acres of land with an R-8 zoning district; and preliminary plat consisting of 172 buildable lots and 20 common lots on 38.56 acres of land in the R-8 zoning district.

Note: The annexation boundary includes the adjacent property to the east owned by the Bureau of Reclamation; the preliminary plat does not include that property.

With the revisions to the preliminary plat since the Commission hearing, 170 buildable lots and 19 common lots are now proposed.

B. Issues/Waivers

1. Sewer service is currently unavailable for this property, as the nearest connection point is approximately 1.1 miles away. The City's project to extend sewer infrastructure to this area is not scheduled for construction until 2028. To provide service prior to that timeline, a cooperative agreement between the developer and the City would be required.
2. Approximately 1.8 acres of this property is designated on the Future Land Use Map (FLUM) in the Comprehensive Plan as Office; however, due to the proposed location of the collector street and the small remaining area, no office uses are proposed. The Applicant requests Council approval to apply the adjacent Medium Density Residential (MDR) FLUM designation to the Office designated portion of the property.

C. Recommendation

Staff: Approval with the requirement of a Development Agreement containing the provisions in Section IV.

Note: This recommendation is contingent upon both the City's and Developer's mutual intent to enter into a cooperative agreement to extend sewer service to the property ahead of the City's

scheduled infrastructure project. This agreement must be executed within six (6) months of the approval of the Findings and prior to the adoption of the annexation ordinance, which would formally incorporate the property into the City. In the absence of such an agreement, Staff recommends the property *not* be annexed.

Commission: Approval with a Development Agreement as recommended by Staff.

D. Decision

Council: Approval with a Development Agreement as recommended by the Commission.

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Single-family residential/agricultural	-
Proposed Land Use(s)	Single-family residential	-
Existing Zoning	RUT in Ada County	VII.A.2
Proposed Zoning	R-8 (Medium Density Residential)	
Adopted FLUM Designation	Medium Density Residential (MDR) & Office	VII.A.3
Proposed FLUM Designation	NA	

Table 2: Process Facts

Description	Details
Preapplication Meeting date	10/29/2024
Neighborhood Meeting	11/26/2024
Site posting date	5/23/2025

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District	A Traffic Impact Study (TIS) was not required by ACHD	
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	W. Ustick Rd. (arterial street)	-
• Traffic Level of Service	Better than "E" – meets Planning thresholds	-
ITD Comments Received	Yes – no comment	
Meridian Fire	No comments received	
Meridian Police		
• Distance to Station	2.1 miles from North Station; 6.3 miles from Central Station	
• Response Time	4:17 minutes	
Meridian Public Works Wastewater		
• Distance to Mainline	1.1 miles away in N. McDermott Rd. – the City is planning to extend sewer to this area in 2028	
• Impacts or Concerns	This project won't be serviceable by sewer until 2028 unless a cooperative agreement is reached between the City and the developer for the developer to extend sewer prior to that date. See Public Works' Site Specific Conditions for more information.	
Meridian Public Works Water		
• Distance to Mainline	Available at site	
• Impacts or Concerns	See Public Works' Site Specific Conditions	
School District(s)		
• Number of students generated from the proposed development	85	
• Capacity of Schools		

- Number of Students Enrolled

School Boundary Areas	24-25' Enrollment	Architectural Capacity	Program Capacity
Pleasant View Elementary	783	650	625
Star Middle	1046	1000	-
Owyhee High	1828	1800	-

Note: See section IV. City/Agency Comments & Conditions for comments received.

Figure 1: One-Mile Radius Existing Condition Metrics

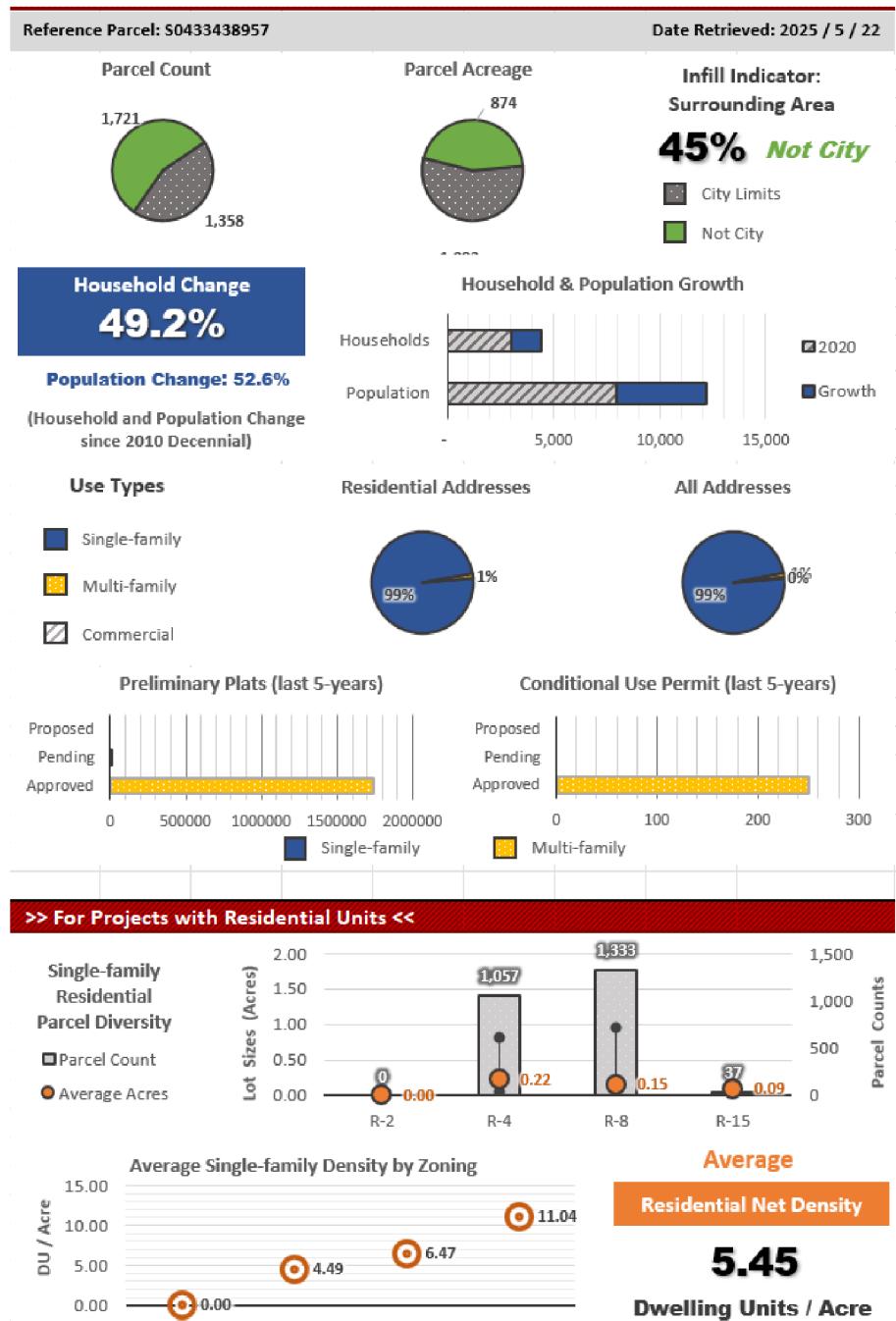


Figure 2: ACHD Summary Metrics

Level of Service Planning Thresholds

1. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Ustick Road	1,155-feet	Principal Arterial	293	Better than "E"

* Acceptable level of service for a two-lane principal arterial is "E" (690 VPH).

2. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Ustick Road east of McDermott Road was 5,505 on January 27, 2022.

Figure 3: Service Impact Summary



III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

Approximately 36.6 acres of the subject property proposed to be included in the preliminary plat is designated Medium Density Residential (MDR) and approximately 1.8 acres is designated Office on the Future Land Use Map (FLUM) in the Comprehensive Plan.

The Office designated area is part of a larger 6+ acre area designated for future Office use to the west. The Applicant proposes to shift the southern portion of the north/south collector street depicted on ACHD's Master Street Map (MSM) along the west boundary of this property further to the east on the southern portion of this property, which reduces the Office designated area on this property by 1.15 acres, leaving only 0.65 acre, which isn't large enough to develop as Office. There are mixed-use designated properties directly to the south that could accommodate some of the office uses planned for this area. The Wardle out-parcel at the southwest corner of the site will likely be converted to or re-develop with an office use in the future and will have access from the proposed collector street.

For these reasons and because FLUM designations are not parcel specific, the Applicant requests the adjacent abutting MDR designation apply to the Office designated portion of this property.

Note: The Comprehensive Plan allows such requests when certain criteria is met, which it is, and when approved as part of a public hearing with a land development application.

The Applicant proposes to develop the property with 472 170 single-family residential homes at a gross density of 4.43 units per acre, which is consistent with the density desired of 3 to 8 units per acre in the MDR designation. No office uses are proposed, which is *not* consistent with the FLUM.

Approximately 2.26 acres of the property included in the annexation request is owned by the Bureau of Reclamation where the Eightmile Lateral is located adjacent to the east boundary of the property. Staff requested this property be included in the annexation request so as not to create a County enclave on the zoning map with annexation of this property. As it's considered an original parcel of record, it's not included in the preliminary plat.

Sewer service is currently unavailable for this site. Approval of the subdivision's sewer system is contingent upon the submittal and approval of plans for a 30-inch mainline along McDermott Road and a 10-inch mainline along Ustick Road to serve the proposed development. While the extension of sewer infrastructure in this area is included in a City project scheduled for 2028, the developer is seeking to partner with the City to accelerate the timeline, contingent upon securing entitlements for the property.

Table 4: Project Overview

Description	Details
History	ROS #6800 (Jade Eagle) – Not an approved land division in Ada County
Phasing Plan	6 phases
Residential Units	<u>472</u> <u>170</u> single-family detached & attached units
Open Space	38.56 acres
Amenities	Enclosed bike storage at pool house, picnic area on a site 5,000 sq. ft. or greater, swimming pool & changing facilities/restrooms, (2) paved sports courts, dog park, (2) dog waste stations and segment of multi-use pathway
Physical Features	The Eightmile Lateral runs along the north and east boundaries of the site; a concrete delivery ditch bisects the site.
Acreage	38.56
Lots	<u>472</u> <u>170</u> building; <u>20</u> <u>19</u> common
Density	4.46 units/acre gross/8.18 units/acre net

B. History

The subject property (Parcel #S0433438957 & S0433438850) is deemed an original parcel of record for development purposes per Warranty Deed #7912771, included in the project file. The out-parcel (Parcel # S0433438830) at the southwest corner of the site was split off from the larger 40-acre parcel in 1979 as a one-time land division in Ada County and is also deemed an original parcel of record.

A Record of Survey was recorded in 2005, which split off the 1.89-acre property at the southeast corner of the site from the larger property, but it was not approved by Ada County and therefore, is not considered a legal division of land. For this reason, it's included in the proposed annexation and preliminary plat application.

C. Site Development and Use Analysis

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

There are two (2) existing homes and several accessory structures at the southeast corner of the property that are proposed to be removed with development of the sixth and final phase of development. **All existing structures should be removed prior to submittal of the final plat for City Engineer's signature on the final plat phase in which they are located.**

The existing wells on the subject property are required to be abandoned and proof of abandonment provided to the City Public Works Department. The wells may be used for pressurized irrigation purposes.

All existing septic systems should be removed in accord with Comprehensive Plan policy #4.09.01A, *Ensure that new development is connected to the City's sanitary sewer system (no septic systems).*

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

Single-family residential detached and attached dwellings are proposed, which are listed as principal permitted uses in the proposed R-8 zoning district per UDC Table 11-2A-2.

A range of housing opportunities are proposed, consistent with the purpose statement in UDC 11-2A-1.

The mix of housing types contributes to the variety of housing types in this area in accord with Comprehensive Plan Policy #2.01.02D, *Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian's present and future residents.*

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

Future development should comply with the dimensional standards for the R-8 zoning district listed in UDC Table 11-2A-6.

The average residential lot size for the proposed development is 5,546 sq. ft. with a minimum lot size of 4,600 sq. ft. and a maximum lot size of 9,317 sq. ft.

D. Design Standards Analysis

The proposed open space and site amenities are consistent with Comprehensive Plan policy #2.02.00, which states, *Plan for safe, attractive, and well-maintained neighborhoods that have ample open space, and generous amenities that provide varied lifestyle choices.*

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

A minimum of 15% qualified open space is required to be provided with development. Based on 38.56 acres, a minimum of 5.78 acres is required; 8.50 acres (or 22.04%) is proposed that meets the quality standards in UDC 11-3G-3A.2 (see exhibit in Section VII.H below).

Proposed open space consists of an open grassy area exceeding 5,000 square feet in area, linear open space with pathways, and 50% of the street buffer along Ustick Rd., an arterial street (see exhibit in Section VII.I below).

Based on 38.56 acres, a minimum of eight (8) qualified site amenity points are required to be provided per the standards in UDC 11-3G-4. The Applicant proposes a total of 29 amenity points from the following categories:

➤ Quality of Life:

- Picnic area on a site 5,000 sq. ft. or greater in size – 2 points
- Dog park – 2 points
- Two (2) dog waste stations – 0.5 points each for a total of 1 point

➤ Recreation Activity Area:

- Two (2) paved sports courts – 4 points each for a total of 8 points
- Swimming pool – 4 points
- Swimming pool changing facilities and restrooms – 6 points

➤ Pedestrian or Bicycle Circulation System:

- Multi-use pathways – 2,445' – 2 points per $\frac{1}{4}$ mile for a total of 4 points

- Multi-modal:
 - Enclosed bicycle storage – 2 points

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

- i. Landscape buffers along streets

The western portion of W. Ustick Rd. adjacent to this property is designated as an entryway corridor, which requires a minimum 35' wide street buffer landscaped in accord with the standards in UDC 11-3B-7C and requires additional landscape design features to be provided within the buffer. The eastern portion of W. Ustick Rd. adjacent to this property is designated as an arterial street, which requires a minimum 25' wide street buffer landscaped per the standards in UDC 11-3B-7C. **For consistency, Staff recommends a minimum 35' wide street buffer is provided (as proposed) along the entire frontage of the property along Ustick Rd. in accord with the standards for entryway corridors measured from the ultimate sidewalk location as anticipated by ACHD after right-of-way is dedicated for the expansion of Ustick Rd.** All street buffers are required to be designed and planted with a variety of trees, shrubs, lawn or other vegetative groundcover that elicit design principles including rhythm, repetition, balance and focal elements.
- ii. Common open space

Landscaping is required in common open space areas per the standards listed in UDC 11-3G-5B.3, which require a minimum of one (1) deciduous shade tree for every 5,000 sq. ft. of area and include a variety of trees, shrubs, lawn or other vegetative groundcover. Calculations demonstrating compliance with this standard should be included on the revised landscape plan submitted with the final plat application.
- iii. Tree preservation

There are existing trees around the two (2) existing home sites that may require mitigation in accord with the standards listed in UDC 11-3B-10C.5. **The Applicant should contact the City Arborist (Kyle Yorita 208-409-1601) to schedule an inspection to determine mitigation requirements. Mitigation information should be included on the revised landscape plan submitted with the final plat application.**
- iv. Storm integration

Stormwater integration is required to comply with the standards listed in UDC 11-3B-11C.
- v. Pathway landscaping

Minimum 5' wide landscape strips are required along each side of all pathways, landscaped per the standards in UDC 11-3B-12C, which require a mix of trees, shrubs, lawn and/or other vegetative groundcover; the landscape plan should be revised accordingly to include a mix of landscape materials.

The depth of lots along the north and east boundaries of the site may need to be adjusted in order to provide a minimum width of 5' outside the Eightmile Lateral easement for the required landscaping. Designs are encouraged in which the width of the landscape strip varies to provide additional width to plant trees farther from the pathway, preventing root damage. The minimum width of the landscape strip shall be two (2) feet to allow for maintenance of the pathway.

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

Off-street parking is required for single-family dwellings based on the number of bedrooms per unit as set forth in UDC Table 11-3C-6.

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

A variety of conceptual building elevations were submitted that represent the quality of future homes planned in this development, included in Section VII.J. **The final design of single-family attached units are required to comply with the design standards listed in the Architectural Standards Manual.** Single-family detached units are exempt from design standards.

Because the sides of homes on lots that face W. Ustick Rd. and N. Avellino Way will be highly visible, Staff recommends 2-story homes on these lots incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. Single-story structures are exempt from this requirement.

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

All fencing is required to comply with the standards listed in UDC 11-3A-7 and 11-3A-6.

Six-foot tall vinyl fencing with an open vision top is proposed along the west and south perimeter boundaries of the development and adjacent to interior common open space and pathways. Six-foot tall open vision wrought iron fencing is proposed along the north and east perimeter boundaries adjacent to the linear open space area where a multi-use pathway is proposed adjacent to the Eightmile Lateral.

6. **Parkways (Comp Plan, UDC 11-3A-17):**

Parkways are proposed throughout the development with landscaping in accord with the standards in UDC 11-3B-7C.

E. Transportation Analysis

The Ada County Highway District (ACHD) did not require a Traffic Impact Study (TIS) for this development. Planned improvements for Ustick Rd. are as follows:

Capital Improvements Plan (CIP)/ Five Year Plan (FYP):

- Ustick Road is scheduled in the FYP to be widened to 5-lanes from Owyhee Storm Avenue to Black Cat Road in 2027.
- The intersection of Ustick Road and McDermott Road is scheduled in the FYP to be widened on all legs of the intersection as per the CIP in 2027.
- The intersection of Ustick Road and Black Cat Road is scheduled in the FYP to be widened to 7 lanes on the north and south legs and 6-lanes on the east and west legs and signalized in 2025.

Additional right-of-way (ROW) totaling 50-feet of is required to be dedicated from centerline of Ustick Rd. for the road widening project, which is reflected on the plans.

The Master Street Map (MSM) depicts a collector street running along the northern portion of the subject property's west boundary and then shifting to the west in alignment with N. Morgan Grove Ln. on the south side of Ustick Rd. The Applicant is proposing the southern portion of the street shift to the east instead of the west to keep the street close to the mid-mile as desired for collector streets and further away from the traffic signal planned at the McDermott Rd. bypass and Ustick Rd. intersection in accord with Comprehensive Plan policy #6.01.03B, *Require collectors consistent with the ACHD Master Street Map (MSM), generally at/near the mid-mile location within the Area of City Impact.* If the collector street were aligned with the collector

street planned to the south of Ustick in Dayspring Subdivision per the MSM, it could potentially warrant a signal, which would conflict with the McDermott/Ustick signal. The Applicant has coordinated with the Durango development to the west and with the City and ACHD and all parties are amenable to the proposed location of the collector street and finds it generally consistent with the MSM.

The Idaho Transportation Dept. (ITD) is currently constructing the extension of SH-16 from Chinden/US 20-26 to I-84. An interchange is planned at Ustick Rd. The McDermott Rd. bypass has been constructed which realigns McDermott to the east. A traffic signal is planned at the intersection of the Ustick Rd./McDermott Rd. bypass approximately 2,860' to the west of the entry to the site on Ustick Rd.

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

Access is proposed via one collector street (N. Avellino Way) from W. Ustick Rd. at the southwest corner of the site, which stubs to the northern property line for future extension. Right-of-way for Avellino extends to the Wardle out-parcel at the southwest corner of the site for future access upon redevelopment and to the west boundary on the northern portion of the site. A stub street is proposed to the west for future extension and interconnectivity. An emergency only access is proposed via Ustick Rd. on the eastern portion of the property, which is required to be restricted with a gate or bollards as determined appropriate by the Fire Dept.

West Alderstone Drive currently terminates at the western boundary of the adjacent Birchstone Creek development, where it meets property owned by the Bureau of Reclamation. This stub street was originally intended for future extension and was required to be signed accordingly by ACHD. **Staff recommends the Developer shall make a good faith effort to coordinate with the Bureau of Reclamation to obtain all necessary approvals, easements, or agreements required to extend W. Alderstone Drive beyond the subject property onto the Bureau's of Reclamation's land to connect to the existing stub street within the adjacent Birchstone Creek subdivision. If approval of such can be obtained, this extension shall be constructed in accordance with applicable ACHD design and construction standards with the phase of development in which it is located.**

If the Bureau of Reclamation does not grant the required approvals or access rights at the time of development for the relevant phase, the Developer should construct a stub street to the east boundary of the proposed development in alignment with the existing stub street. This will allow for a potential future extension by ACHD, should the right-of-way be secured, unless the requirement is waived by City Council. Documentation of the Developer's coordination efforts with the Bureau of Reclamation shall be submitted to the City prior to final plat approval.

2. Multiuse Pathways (*UDC 11-3A-5*):

The Pathways Master Plan (PMP) depicts a north/south segment of the City's multi-use pathway system through this site from the sidewalk along Ustick Rd. to the northern boundary of the subdivision. The Applicant is proposing a 10' wide detached sidewalk/pathway along Ustick Rd., along both sides of the collector street (N. Avelinno Way) and adjacent to the Eightmile Lateral along the north and east boundaries of the site. **A minimum 14' wide public use easement is required for any of the pathways that are not within ACHD ROW. All pathways should be located outside of irrigation district easements unless permission is specifically obtained from the governing Irrigation District.**

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

Pathways are proposed for pedestrian connectivity throughout the site with connections to the proposed multi-use pathways.

The proposed pathways plan supports Comprehensive Plan policy #2.02.01A, *With new subdivision plats, require the design and construction of pathways connections, easy pedestrian and bicycle access to parks, safe routes to schools, and the incorporation of usable open space with quality amenities.*

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

A 10' wide detached sidewalk is proposed along the collector (N. Avellino Way) and arterial (W. Ustick Rd.) streets and 5-foot wide detached sidewalks are proposed along all internal local streets in accord with the standards in UDC 11-3A-17.

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

i. Dead end streets

North Avellino Way is proposed to stub to the north property boundary for future extension. **A temporary paved turnaround is required to be constructed at the terminus of the street as required by ACHD.**

ii. Common driveways

Two (2) common driveways are proposed; see exhibit in Section VII.F below. **All common driveways are required to comply with the standards in UDC 11-6C-3D, which require driveways to be a minimum 20' in width and no more than three (3) dwelling units may be located on one (1) side of the driveway. The plat depicts four (4) dwelling units on one side of each of the driveways and the paved surface of the driveways is below 20 feet. If solid fencing is proposed adjacent to common driveways, a minimum 5-foot wide landscape buffer planted with shrubs, lawn or other vegetative groundcover should be provided between the driveway and fence. The common driveway exhibits, preliminary plat and landscape plan should be revised to comply with these standards with submittal of the final plat application.**

iii. Alleys

One (1) 20' wide asphalt public alley with a ribbon curb is proposed that meets the required standards in UDC 11-6C-3B.5.

iv. Block face

The proposed block faces comply with the standards listed in UDC 11-6C-3F.

F. Services Analysis

The proposed development is consistent with Comprehensive Plan policy #2.02.02, *Maximize public services by prioritizing infill development of vacant and underdeveloped parcels within the City over parcels on the fringe.*

See Service Accessibility Report in Section VII.C below.

1. Waterways (*Comp Plan, UDC 11-3A-6*):

The Eightmile Lateral runs off-site along the north and east boundaries of the property on land owned by the Bureau of Reclamation within a 25' easement measured from centerline, 10'+/- of which lies on the subject property along the north boundary and 20'+/- of which lies on the subject property along the east boundary within a common lot.

The Nampa-Meridian Irrigation District (NMID) has requested the Applicant partner with the District to pipe the lateral with a 36-inch reinforced concrete pipe. The Applicant has agreed

to purchase the pipe and the District will install the pipe and boxes during the non-irrigation season. This will help ensure the safety of children once the elementary school is developed on the adjacent property to the east.

All irrigation ditches, laterals, sloughs or canals, intersecting, crossing or lying within the area being developed, are required to be piped, or otherwise covered as proposed.

2. Pressurized Irrigation (*UDC 11-3A-15*):

Underground pressurized irrigation water is required to be provided in each development as set forth in UDC 11-3A-15. The property has water rights through NMID from the Eightmile Lateral adjacent to the site.

3. Storm Drainage (*UDC 11-3A-18*):

An adequate storm drainage system is required in accord with the adopted standards, specifications and ordinances; design and construction shall follow Best Management Practice as adopted by the City per UDC 11-3A-18.

A geotechnical evaluation was submitted for this development, included in the public record. Storm drainage will be retained on site and any discharge into a drainage facility will not exceed the pre-development flows.

4. Utilities (*Comp Plan, UDC 11-3A-21*):

All utilities for the proposed development are required to be installed in accord with the standards listed in UDC 11-3A-21. The developer should coordinate main size and routing with the Public Works Dept. and execute standard forms of easements for any mains that are required to provide service. Main lines are required to be extended to and through the subject property with development.

Water service is available at the site; however, sewer service is *not* available and will need to be extended from its current location north of W. Ustick Rd. in N. McDermott Rd. approximately 1.1 miles to the site.

Because the City does not support annexing and entitling property for development without a timely plan to extend municipal services, Staff recommends that approval of the project be contingent upon both the City's and Developer's mutual intent to enter into a cooperative agreement to extend sewer service to the property ahead of the City's scheduled infrastructure project. This agreement should be executed within six (6) months of the approval of the Findings and prior to the adoption of the annexation ordinance, which would formally incorporate the property into the City. In the absence of such an agreement, the property will not be annexed.

IV. CITY/AGENCY COMMENTS & CONDITIONS

Staff recommends that approval of the project be contingent upon both the City's and Developer's mutual intent to enter into a cooperative agreement to extend sewer service to the property ahead of the City's scheduled infrastructure project. This agreement must be executed within six (6) months of the approval of the Findings and prior to the adoption of the annexation ordinance, which would formally incorporate the property into the City. In the absence of such an agreement, the property will not be annexed.

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the

developer. A final plat shall not be submitted until the DA and Ordinance is approved by City Council.

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

- i. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, qualified open space exhibit, site amenity exhibit and conceptual building elevations included in Section VII and the provisions contained herein.
- ii. The existing wells on the subject property shall be abandoned and proof of abandonment shall be provided to the City Public Works Department. The wells may be used for pressurized irrigation purposes.
- iii. All existing septic systems shall be removed with redevelopment of the property.
- iv. The sides of homes on lots that face W. Ustick Rd. and N. Avellino Way shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. Single-story structures are exempt from this requirement.
- v. An application for design review shall be submitted for all single-family attached units to ensure compliance with the design standards listed in the Architectural Standards Manual.
- vi. The Developer shall make a good faith effort to coordinate with the Bureau of Reclamation to obtain all necessary approvals, easements, or agreements required to extend W. Alderstone Drive beyond the subject property onto the Bureau of Reclamation's land to connect to the existing stub street within the adjacent Birchstone Creek subdivision to the east. If approval of such can be obtained, this extension shall be constructed in accordance with applicable ACHD design and construction standards.

If the Bureau of Reclamation does not grant the required approvals or access rights at the time of development of the relevant phase, the Developer shall construct a stub street to the eastern boundary of the proposed development in alignment with the existing stub street. This will allow for a potential future extension by ACHD, should right-of-way be secured, unless the requirement is waived by City Council. The Developer shall submit documentation of coordination efforts with the Bureau of Reclamation to the City prior to final plat approval.

2. The final plat shall include the following revisions:

- i. Make revisions to the plat to comply with the common driveway standards listed in UDC 11-6C-3D.
- ii. Depict a temporary turnaround at the north end of N. Avellino Way as required by ACHD.
- iii. Depict a minimum 35-foot-wide street buffer along the entire frontage of the property along Ustick Rd. in accord with UDC Table 11-2A-6 for entryway corridors, measured from the ultimate sidewalk location as anticipated by ACHD after right-of-way is dedicated for the expansion of Ustick Rd. Depict the ultimate sidewalk location on the plan as anticipated by ACHD.

- iv. Adjust property lines as needed along the north and east boundaries of the site to comply with the pathway landscape standards in UDC 11-3B-12C, which require a minimum 5-foot-wide landscape strip to be provided outside of the Eightmile Lateral easement.
- 3. The landscape plan submitted with the final plat application shall include the following revisions:
 - i. Depict a gate or bollards to restrict access to the emergency access driveway via W. Ustick Rd. as determined by the Fire Dept.
 - ii. Depict a temporary turnaround at the north end of N. Avellino Way as required by ACHD.
 - iii. All pathways shall be located outside of irrigation district easements unless permission is specifically obtained from the governing Irrigation District or Bureau of Reclamation as applicable.
 - iv. Depict a minimum 35-foot-wide street buffer along the entire frontage of the property along Ustick Rd. in accord with the standards listed in UDC 11-3B-7C; additional landscape design features are required for entryway corridors. The buffer shall be measured from the ultimate sidewalk location as anticipated by ACHD after right-of-way is dedicated for the expansion of Ustick Rd. Depict the ultimate sidewalk location on the plan as anticipated by ACHD.
 - v. Depict landscaping in all street buffers in accord with the standards listed in UDC 11-3B-7C, which require landscape areas to be designed and planted with a variety of trees, shrubs, lawn or other vegetative groundcover that elicit design principles including rhythm, repetition, balance and focal elements.
 - vi. Minimum 5-foot-wide landscape strips are required along each side of all pathways, landscaped per the standards in UDC 11-3B-12C, which require a mix of trees, shrubs, lawn and/or other vegetative groundcover. The depth of lots along the north and east boundaries of the site may need to be adjusted in order to provide a minimum width of 5 feet outside the Eightmile Lateral easement for the required landscaping. Designs are encouraged in which the width of the landscape strip varies to provide additional width to plant trees farther from the pathway, preventing root damage. The minimum width of the landscape strip shall be two (2) feet to allow for maintenance of the pathway.
 - vii. Include mitigation calculations in accord with the standards listed in UDC 11-3B-10C.5. The Applicant should contact the City Arborist (Kyle Yorita 208-409-1601) to schedule an inspection prior to removal of any trees from the site.
 - viii. Depict landscaping in common open space areas per the standards listed in UDC 11-3G-5B.3, which require a minimum of one (1) deciduous shade tree for every 5,000 sq. ft. of area and include a variety of trees, shrubs, lawn or other vegetative groundcover. Include calculations that demonstrate compliance with this standard.
 - ix. Depict a stub street (W. Alderstone St.) to the eastern boundary of the proposed development in alignment with the existing stub street to the east.
- 4. Stormwater integration shall comply with the standards listed in UDC 11-3B-11C.
- 5. Submit a 14-foot wide public use easement for all multi-use pathways that are not within ACHD right-of-way prior to signature on the final plat by the City Engineer.
- 6. Submit a revised common driveway exhibit that demonstrates compliance with the standards listed in UDC 11-6C-3D.

7. All existing structures shall be removed from the site prior to the City Engineer's signature on the final plat.
8. All irrigation ditches, laterals, sloughs or canals, intersecting, crossing or lying within the area being developed, shall be piped, or otherwise covered in accord with UDC 11-3A-6B.
9. The preliminary 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 as set forth in UDC 11-6B-7A; or obtain approval of a time extension as set forth in UDC 11-6B-7C.

See the Agency Comments folder contained in the project file in the public record for other City Department and Agency comments and conditions:

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=396684&dbid=0&repo=MeridianCity> (copy the link into a separate browser)

V. FINDINGS

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

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

1. The map amendment complies with the applicable provisions of the comprehensive plan;
The City Council finds the proposed map amendment and development plan complies with the applicable provisions of the Comprehensive Plan as noted.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
The City Council finds the proposed amendment complies with the regulations outlined for the proposed districts, including the purpose statement.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
The City Council finds the proposed map amendment should not be materially detrimental to the public health, safety and welfare.
4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and
The City Council finds that based on current enrollment for 2024-2025, all of the schools within the boundary of the proposed project are over capacity. The proposed development will result in approximately 85 school-aged children attending these schools unless the boundaries are changed, which may adversely impact the delivery of services by the school district in this area.
5. The annexation (as applicable) is in the best interest of city.
The City Council finds the proposed annexation is in the best interest of the City if a cooperative agreement can be reached between the City and the developer to extend sewer service to the site prior to the City's project for such in 2028, as it will reduce enclaves in the City and will provide for more efficient provision of City services.

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

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:

1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code;

The City Council finds the proposed plat is in conformance with the Comprehensive Plan and will be consistent with the UDC if the Applicant complies with the above-noted conditions.

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

The City Council finds public services are either currently available (i.e. water) or available to be extended (i.e. sewer) to serve the site (albeit 1.1 miles away for sewer) and will be adequate to accommodate the proposed development. School district boundaries may need to be adjusted to accommodate the extra students generated by this development as the schools currently serving this area are over capacity.

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

The City Council finds the proposed plat is in conformance with scheduled public improvements in accord with the City's CIP.

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

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

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

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

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

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

VI. ACTION

A. Staff:

Staff recommends approval of the proposed annexation and preliminary plat with the requirement of a development agreement containing the provisions in Section IV per the Findings in Section V above.

Note: This recommendation is contingent upon both the City's and Developer's mutual intent to enter into a cooperative agreement to extend sewer service to the property ahead of the City's scheduled infrastructure project. This agreement must be executed within six (6) months of the approval of the Findings and prior to the adoption of the annexation ordinance, which would formally incorporate the property into the City. In the absence of such an agreement, Staff recommends the property *not* be annexed.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on June 5, 2025. At the public hearing, the Commission moved to recommend approval of the subject AZ and PP requests.

1. Summary of Commission public hearing:

a. In favor: Becky McKay, Engineering Solutions

- b. In opposition: Shawn Freeman (letter)
- c. Commenting: Shawn Wardle
- d. Written testimony: Mitch & Brittany Watson, Martin & Joanne Oemig and Shawn Freeman
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Request for the City to limit density to 1-3 units per acre in all new neighborhoods to ease the current and future infrastructure and increase the quality of life for Meridian residents and leave as many waterways uncovered as possible for wildlife.
- b. Opinion the proposed density is too high and will negatively impact the character and quality of life in their neighborhood and will lead to overcrowding, strain on local resources such as schools and utilities.
- c. Questions pertaining to the provision of access and services to the Wardle parcel; request for a recommendation to be made to the Traffic Safety Commission to reduce the speed limit on Ustick Rd.

3. Key issue(s) of discussion by Commission:

- a. Support of the Applicant's proposal to extend sewer infrastructure to serve the development prior to the City's project and completion of the Ustick road widening project.

4. Commission change(s) to Staff recommendation:

- a. None

5. Outstanding issue(s) for City Council:

- a. Approximately 1.8 acres of this property is designated on the Future Land Use Map (FLUM) in the Comprehensive Plan as Office; however, due to the proposed location of the collector street and the small remaining area, no office uses are proposed. The Applicant requests Council approval to apply the adjacent Medium Density Residential (MDR) FLUM designation to the Office designated portion of the property.

C. City Council:

The Meridian City Council heard these items on July 8, 2025. At the public hearing, the Council moved to approve the subject AZ and PP requests.

1. Summary of the City Council public hearing:

- a. In favor: Becky McKay, Engineering Solutions
- b. In opposition: None
- c. Commenting: Chris Espinoza, Ned Nickerson, Mike Lewis
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Concern pertaining to the proposed development's impact on the enrollment capacity of area schools;
- b. Request for W. Alderstone Dr. not to be extended to the west to the proposed development due to the increase in traffic that will result in the abutting Birchstone Creek Subdivision.
- c. Request for the developer to donate money to the City to pay for increased emergency services (police and fire) needed for new development rather than the tax payers. The Applicant clarified the developer will pay impact fees to the City and ACHD for these services (and others) with development.

3. Key issue(s) of discussion by City Council:

- a. Opinion that accelerating development in this part of the City isn't appropriate at this time as it isn't a priority growth area of the City.

b. In support of cost sharing infrastructure improvements with the developer and the proposed cooperative agreement as it will save the City a lot of money and expedite extension of sewer service in this area two to three years ahead of the City project.

c. Opinion the size of families that will live in the homes proposed in this development won't be large due to the number of bedrooms proposed in the homes and therefore won't significantly impact the capacity of area schools.

d. Opinion the benefits of this project to the City outweigh the potential negative impacts.

e. Opinion development is desired in this area due to new police substation and fire station, the future build-out of Ustick Rd. to 5-lanes and future SH-16 interchange at Ustick Rd. In favor of the proposed single-family residential development and density.

4. City Council change(s) to Commission recommendation:

a. None

VII. EXHIBITS

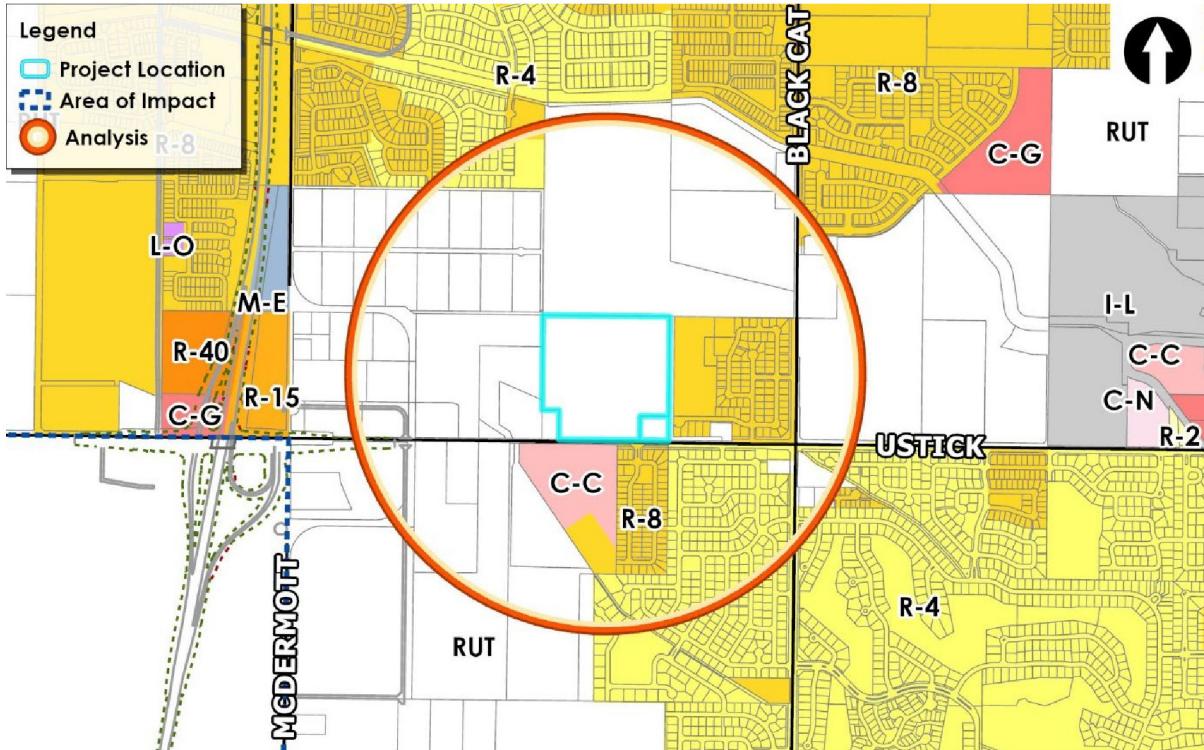
A. Project Area Maps

(link to [Project Overview](#))

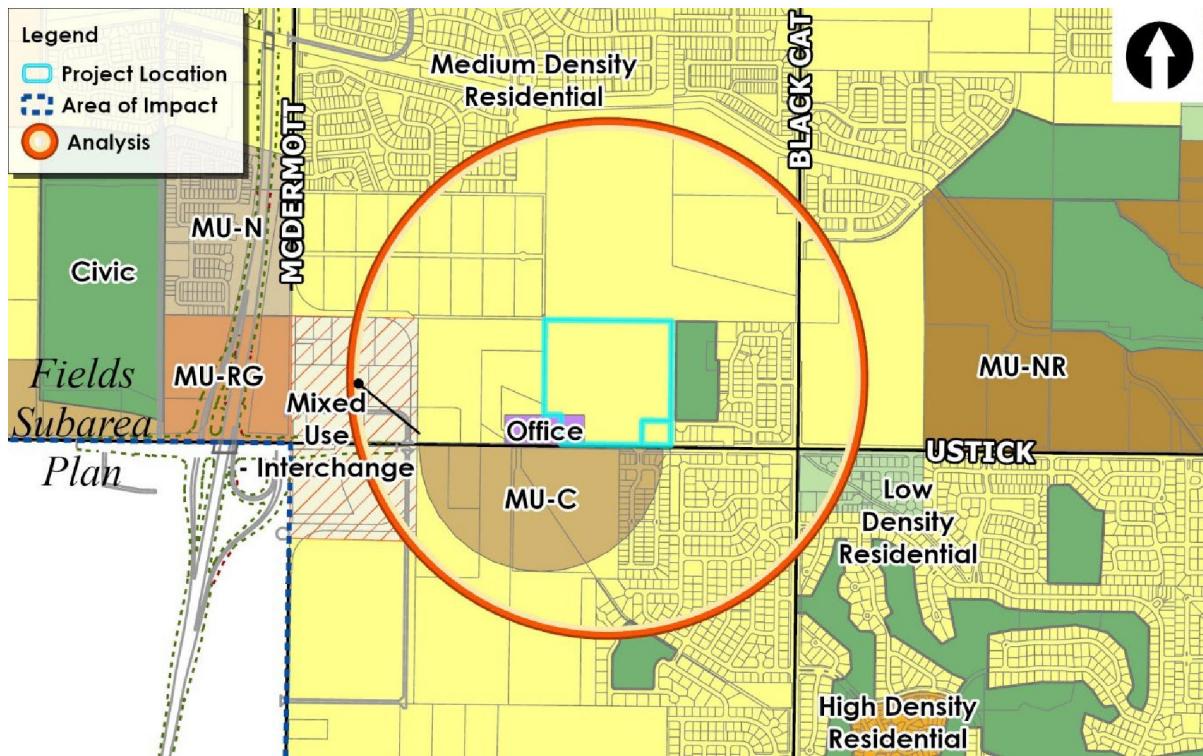
1. Aerial



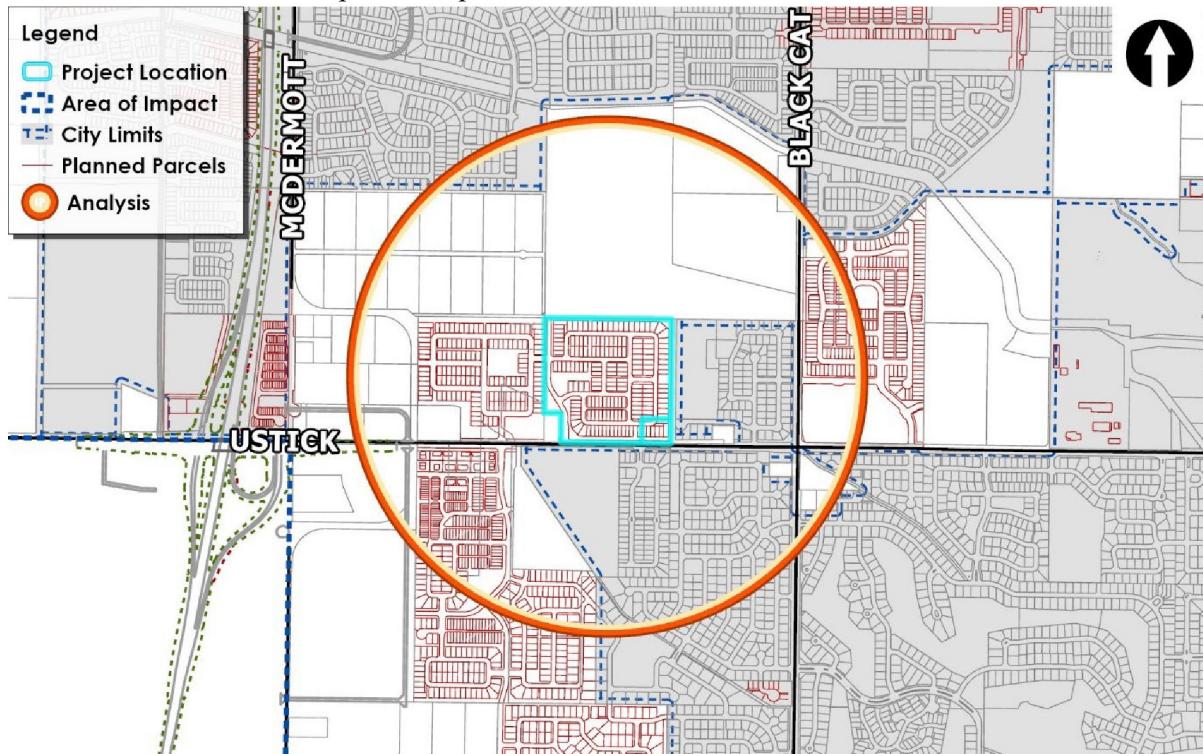
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos



C. Service Accessibility Report

PARCEL S0433438957 SERVICE ACCESSIBILITY

Overall Score: 11	2nd Percentile
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Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains 500-2,000 ft. from parcel	YELLOW
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time 5-9 min.	YELLOW
Emergency Services Police	Meets response time goals some of the time	YELLOW
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) > existing (# of lanes) & road IS in 5 yr work plan	YELLOW
School Walking Proximity	From 1/2 to 1 mile walking	YELLOW
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	No park within walking distance by park type	RED

D. Annexation Legal Description & Exhibit Map

Legal Description Springday Subdivision – Annexation Parcel

A parcel located in the S ½ of the SE ¼ of Section 33, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southwest corner of said S ½ of the SE ¼ (¼ Corner), from which a 5/8 inch diameter rebar monument marking the southwest corner of said Section 33 bears N 89°19'04" W a distance of 2638.34 feet;

Thence along the westerly boundary of said S ½ of the SE ¼ N 0°29'02" E a distance of 325.00 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly boundary N 0°29'02" E a distance of 991.85 feet to a point marking the northwest corner of said S ½ of the SE ¼;

Thence along the northerly boundary of said S ½ of the SE ¼ S 89°16'57" E a distance of 1318.87 feet to a point marking the northeast corner of the SW ¼ of the SE ¼ of said Section 33;

Thence continuing along said northerly boundary S 89°18'27" E a distance of 50.00 feet to a point marking the northwest corner of Birchstone Creek Subdivision as shown in Book 90 of Plats on Pages 10459 through 10462, records of Ada County, Idaho;

Thence along the westerly boundary of said Birchstone Creek Subdivision S 0°28'07" W a distance of 1253.86 feet to a point;

Thence along the southerly boundary of said Birchstone Creek Subdivision N 89°40'15" E a distance of 379.74 feet to a point;

Thence leaving said southerly boundary S 89°18'45" E a distance of 125.89 feet to a point;

Thence S 1°22'11" W a distance of 69.04 feet to a point on the southerly boundary of said S ½ of the SE ¼;

Thence along said southerly boundary N 89°18'45" W a distance of 1698.73 feet to a point;

Thence leaving said southerly boundary N 0°29'02" E a distance of 325.00 feet to a point;

Thence N 89°18'45" W a distance of 175.00 feet to the **POINT OF BEGINNING**.

This parcel contains 40.84 acres, more or less.

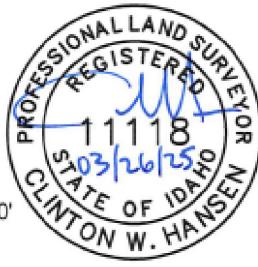
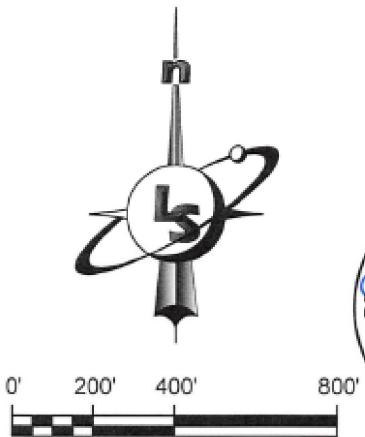
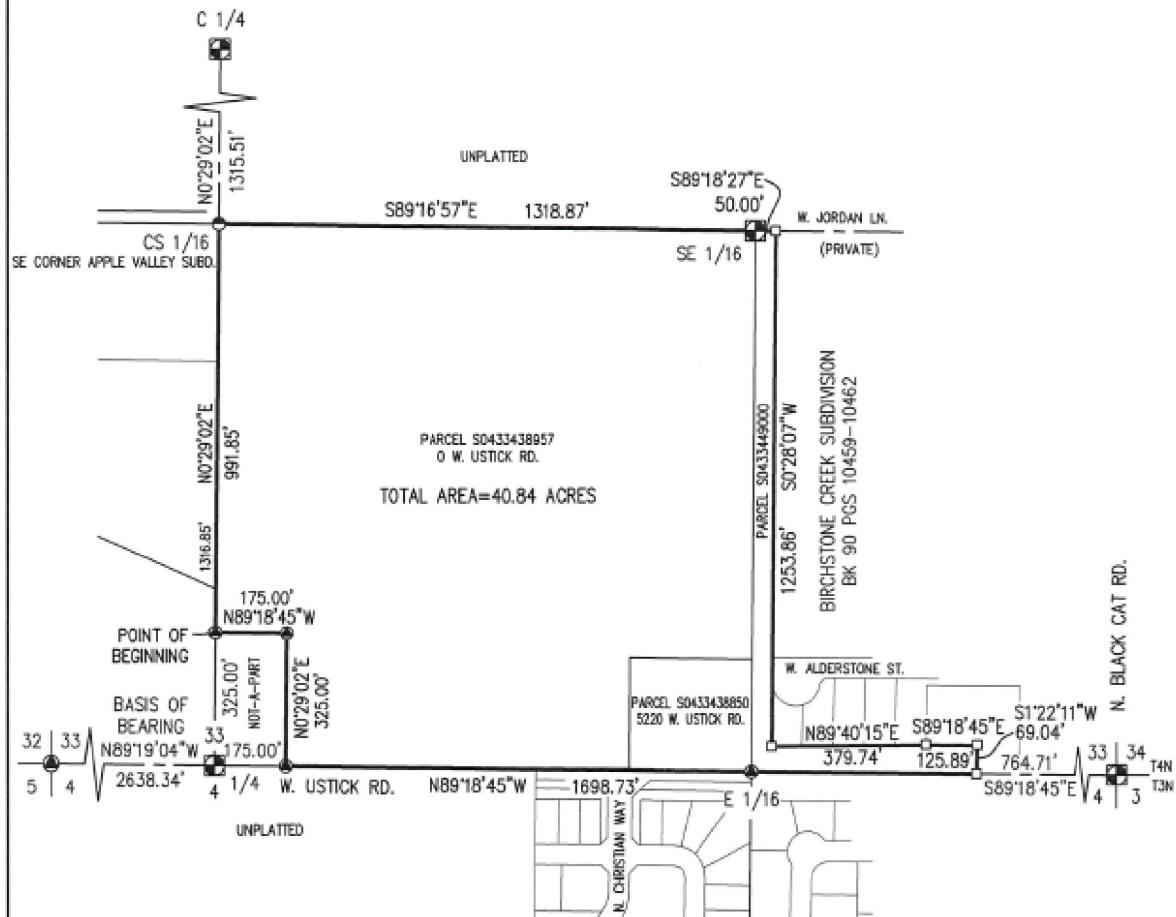
Clinton W. Hansen, PLS
Land Solutions, PC
March 26, 2025



Springday Annexation Parcel
Job No. 21-26
Page 1 of 1

SPRINGDAY - ANNEXATION BOUNDARY

LOCATED IN THE S 1/2 OF THE SE 1/4 OF SECTION 33, T4N, R1W, BM, ADA
COUNTY, IDAHO

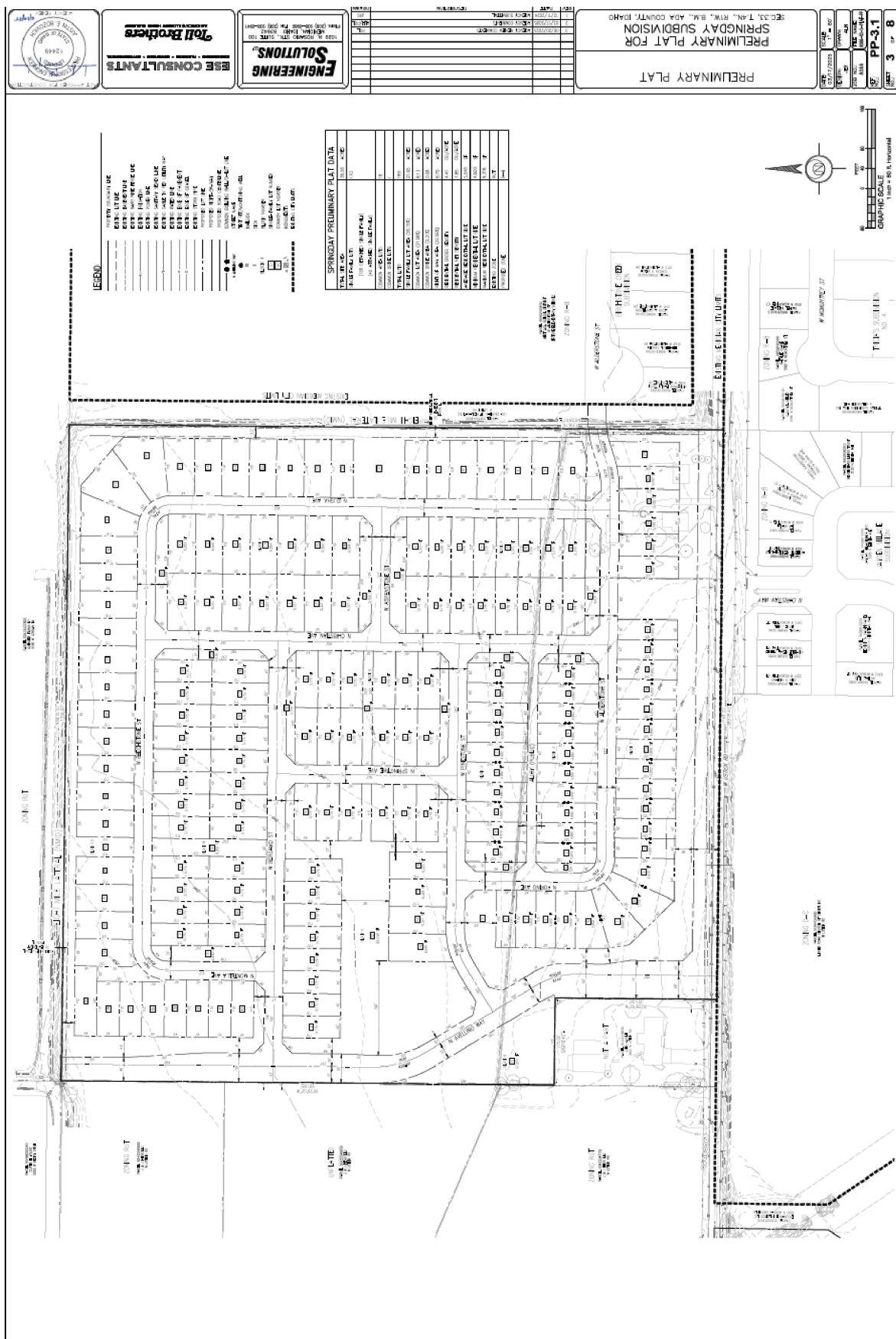


LandSolutions

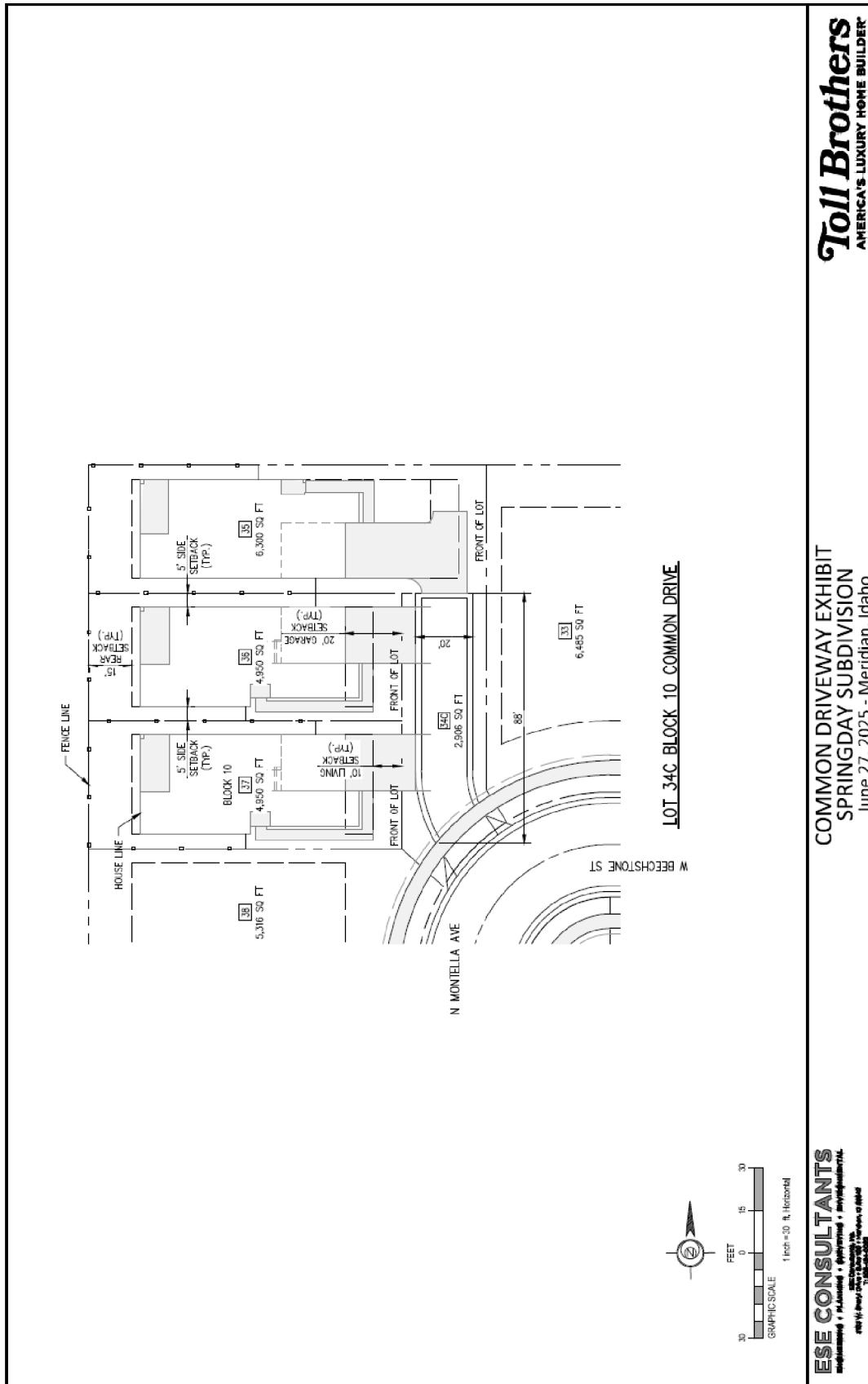
231 E. 5TH ST.
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax

E. Preliminary Plat & Phasing Plan (dated: 12/11/2024 6/20/2025) - REVISED

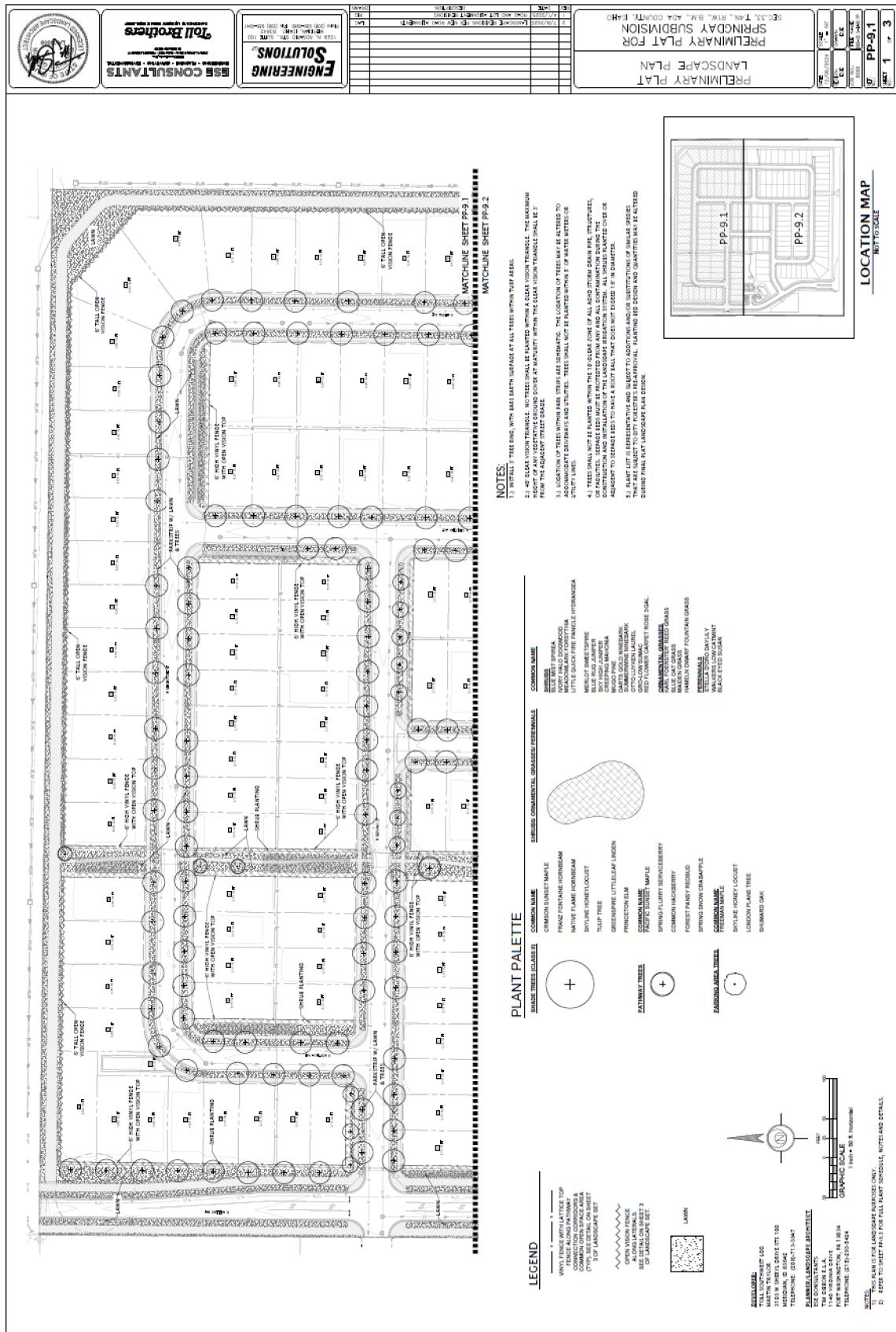


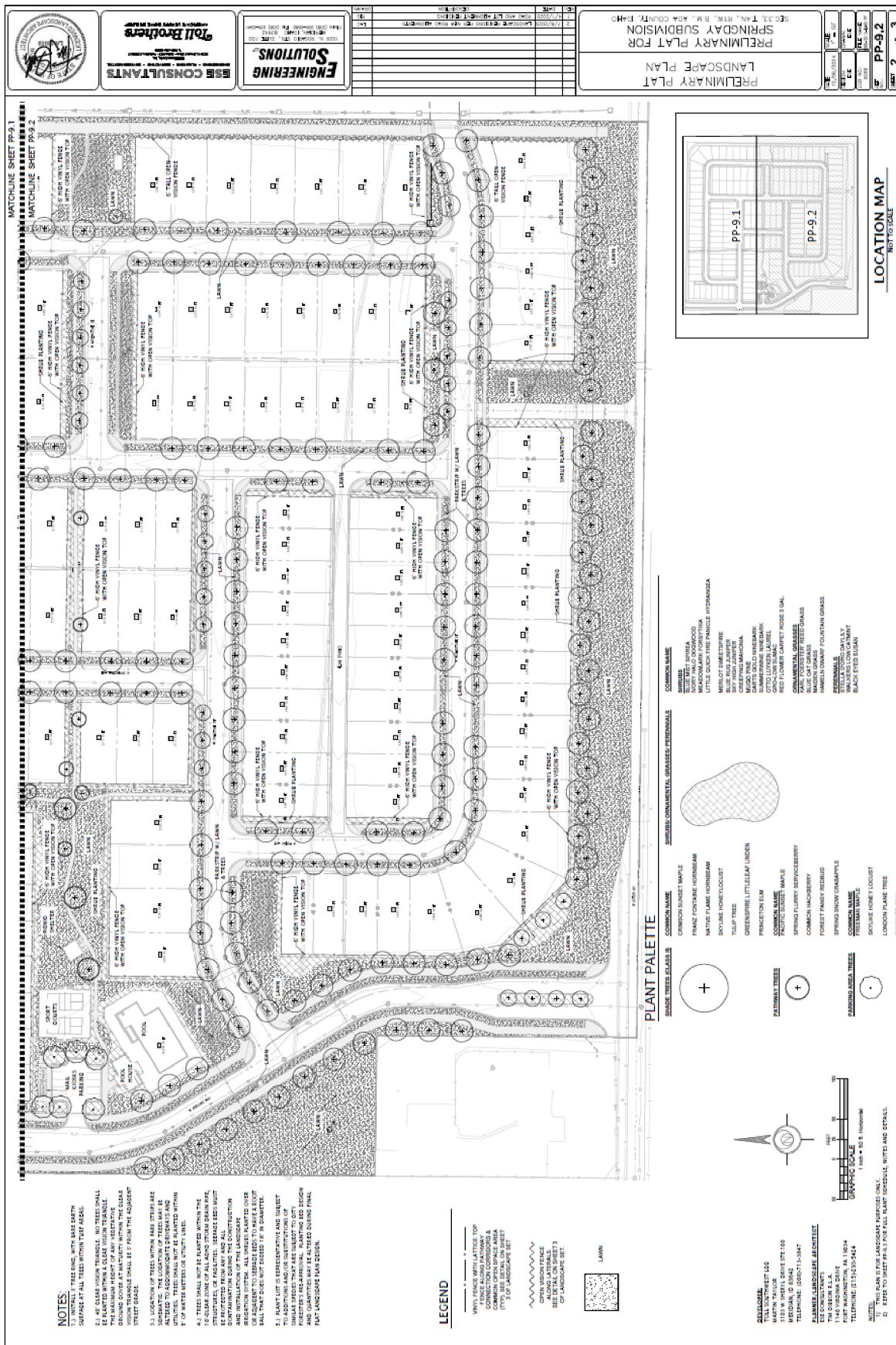


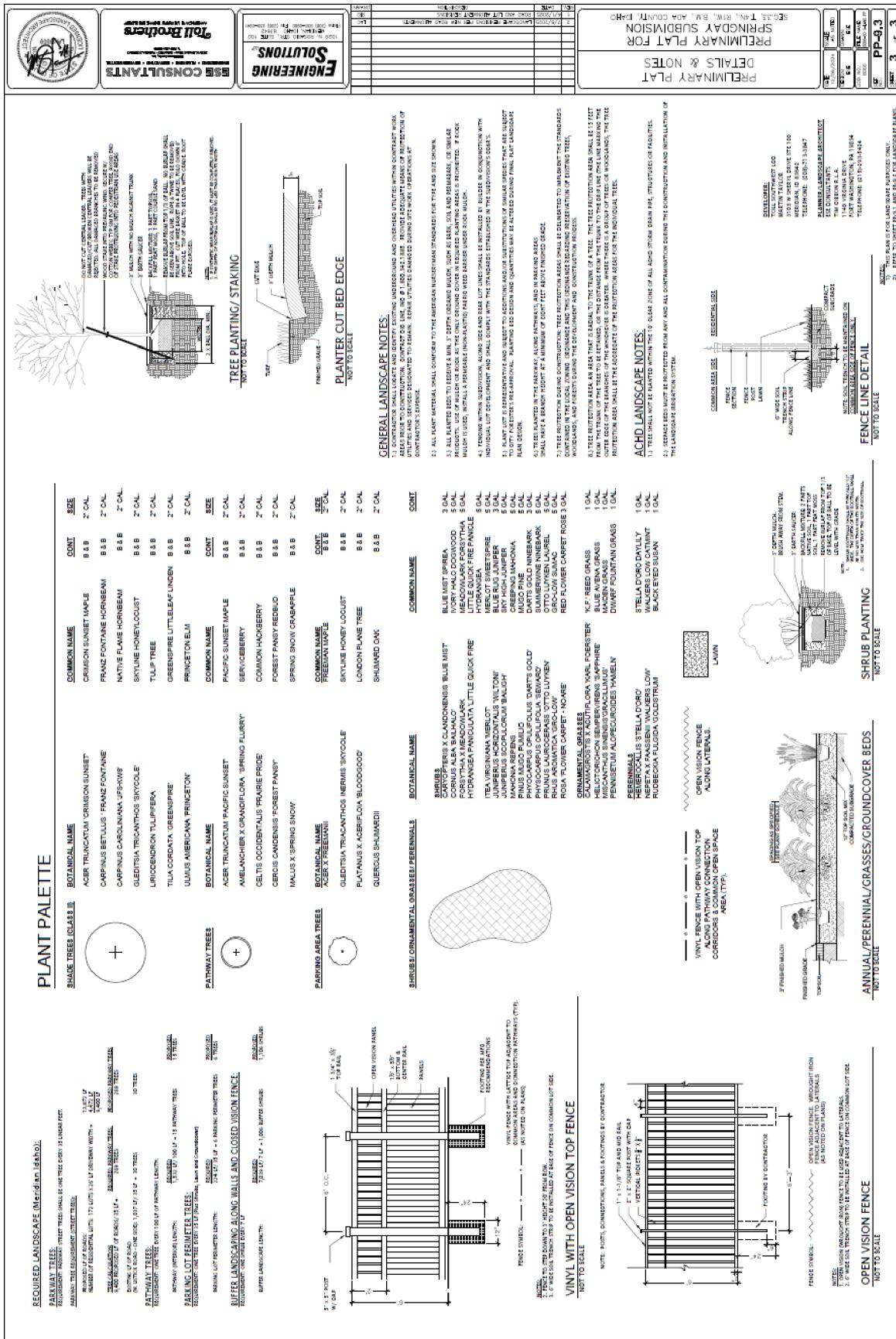
F. Common Driveway Exhibit (Lot 34C, Block 10) - REVISED



G. Landscape Plan (dated: 11/22/2024 7/8/2025) - REVISED



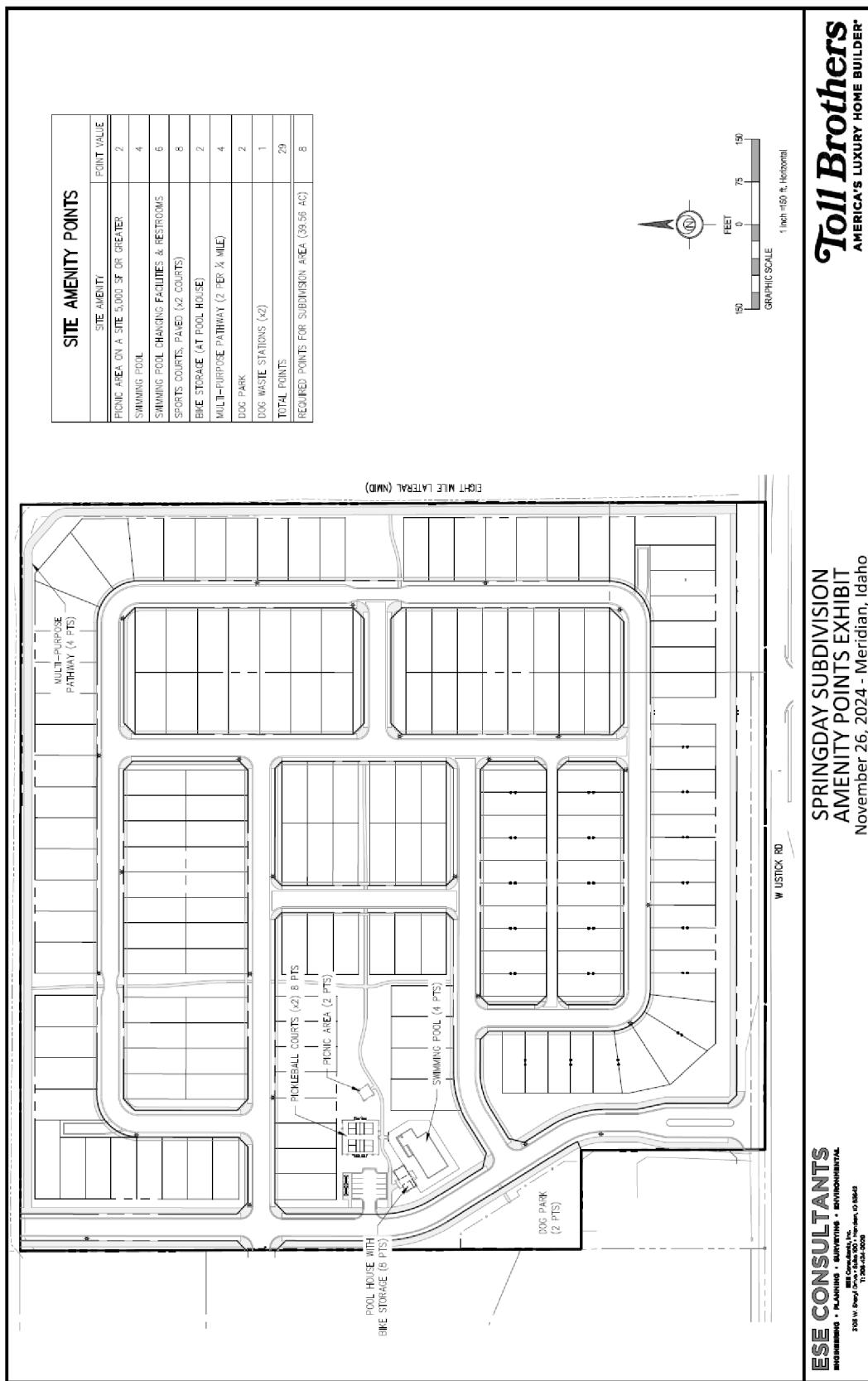




H. Qualified Open Space Exhibit (date: 3/6/2025)



I. Amenity Exhibit (dated: 11/26/2024)



J. Conceptual Building Elevations

Copy and paste the following link in the browser of your computer to view the proposed conceptual building elevations:

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=396720&dbid=0&repo=MeridianCity>

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

(link to [Community Metrics](#))

A. One-Mile Radius Existing Condition Notes

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

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

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

B. Mixed Use Analysis Notes

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

C. Service Assessment Notes

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

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

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

D. ACHD Roadway Infographic Notes

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

Existing Level of service (LOS). LOS indicator is a common metric to consider a driver's experience with a letter ranking from A to F. Letter A represents free flow conditions, and on the other end Level F represents forced flow with stop and go conditions. These conditions usually represent peak hour driver experience. ACHD considers Level D,

stable flow, to be acceptable. The LOS does not represent conditions for bikes or pedestrians, nor indicate whether improvements: are possible; if there are acceptable tradeoffs; or if there is a reasonable cost-benefit.

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

Capital Improvement Plan (CIP). The CIP marker (yes/no) indicates whether the specified roadway is programmed for improvement in the next 20-years.