

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Providence Properties, LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Providence Properties, LLC**, whose address is 701 S. Allen Street, Suite 104, Meridian, ID, 83642, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A,” which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for annexation and zoning of 3.16 acres of land from the RUT (Rural Urban Transition) zoning district to the R-8 (Medium Density Residential) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested annexation and zoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 20th day of December, 2022, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
 - 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
 - 3.2 **OWNER/DEVELOPER:** means and refers to **Providence Properties, LLC**, whose address is 701 S. Allen Street, Suite 104, Meridian, Idaho, 83642, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
 - 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A,” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.
4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

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

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
 - a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. The applicant shall work with ACHD to provide Contractors the ability to use a temporary construction entrance off of Locust Grove during subdivision construction.
 - c. Homes with bonus rooms constructed on Lots 1-10, Block 1 abutting the Quenzer Commons Subdivision along the north boundary shall only have second-story windows on the street-facing elevations.

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

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

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

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

- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.
9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.
10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.
11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.
13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.
14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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:
Providence Properties, LLC
701 S. Allen Street, Suite 104
Meridian, Idaho 83642

- 14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.
15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.
17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.
19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.
20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.
21. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.
- 21.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.
22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

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

ACKNOWLEDGMENTS

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

OWNER:

Providence Properties, LLC



By: MITCH ARMUTH

Its: Authorized Agent

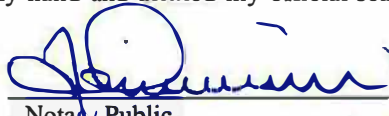
STATE OF IDAHO)

: ss:

County of Ada)

On this 5 day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitch Armuth, known or identified to me to be the authorized agent of **Providence Properties, LLC** and the person who signed above and acknowledged to me that they executed the same.

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



Notary Public

My Commission Expires: 12/14/2028

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)

: ss

County of Ada)

On this _____ day of _____, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho

My Commission Expires: _____

EXHIBIT A



IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

**Prairiefire Subdivision
Annexation
Boundary Description**

Project Number 22-165

May 4, 2022

A parcel of land situated in the southeast quarter of the southeast quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 4 North, Range 1 East, Boise Meridian which bears $S00^{\circ}31'11''W$, 2659.04 feet from the east quarter-section corner;
Thence $N00^{\circ}31'11''E$, 1059.08 feet along the east line of the southeast quarter of the southeast quarter of Section 31 to the POINT OF BEGINNING:

Thence $N89^{\circ}46'17''W$, 661.38 feet to the east boundary of Heritage Grove Subdivision No. 4 (Book 111 of Plats at Pages 15913 through 15915, records of Ada County, Idaho);

Thence $N00^{\circ}34'07''E$, 270.44 feet along the east boundary of Heritage Grove Subdivision No. 4 to the south boundary of Quenzer Commons Subdivision No. 6 (Book 91 of Plats at Pages 10710 through 10712, records of Ada County, Idaho);

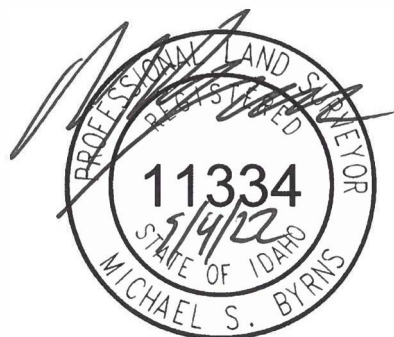
Thence $S89^{\circ}46'17''E$, 474.39 feet along the south line of Quenzer Commons Subdivision No. 6 and Brockton Subdivision (Book 93 of Plats at Pages 11101 and 11102, records of Ada County, Idaho);

Thence $S00^{\circ}31'11''W$, 220.44 feet;

Thence $S89^{\circ}46'17''E$, 186.76 feet to the east line of the southeast quarter of the southeast quarter;

Thence $S00^{\circ}31'11''W$, 50.00 feet along the east line of the southeast quarter of the southeast quarter to the POINT OF BEGINNING.

The above-described parcel contains 3.16 acres, more or less.



Heritage Grove
Subdivision
No. 4

N00°34'07"E 270.44'

Quenzler Commons
Subdivision No. 6

S89°46'17"E 474.39'

Brockton Subdivision

S89°46'17"E 186.76' S.31 S.32

S 1/16

S.31 S.32
1/4

3.16 Acres

N89°46'17"W 661.38'

S00°31'11"W 220.44'

S89°46'17"E 186.76'

S00°31'11"W

50.00'

220.44'

N. Locust Grove Rd.

S00°31'11"W 2659.04'
Basis of Bearings

Legend

- Property Boundary Line
- Parcel Line
- Section Line
- Tie Line
- Property Corner



Point Of Beginning

1059.08'

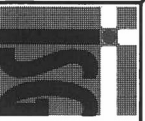
E. Ustick Rd. S.6 S.5

S.31 S.32



Scale: 1"=80'

0 20 40 80 160



IDAHO
SURVEY
GROUP, LLC

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

P:\Prairiefire Etllement Phase 22-165\dwg\22-165 Annexation.dwg S:\4\2022 12:26:37 PM

Exhibit _____ Drawing for

Prairiefire Annexation

Located in the SE1/4 of the SE1/4 of Section 31,
T.4N., R.1E., B.M., Ada County, Idaho.

Job No.
22-165

Sheet No.
1

Dwg. Date
5/4/2022



IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

**Prairiefire Subdivision
R-8 Zone
Boundary Description**

Project Number 22-165

May 4, 2022

A parcel of land situated in the southeast quarter of the southeast quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 4 North, Range 1 East, Boise Meridian which bears S00°31'11"W, 2659.04 feet from the east quarter-section corner;
Thence N00°31'11"E, 1059.08 feet along the east line of the southeast quarter of the southeast quarter of Section 31 to the POINT OF BEGINNING:

Thence N89°46'17"W, 661.38 feet to the east boundary of Heritage Grove Subdivision No. 4 (Book 111 of Plats at Pages 15913 through 15915, records of Ada County, Idaho);

Thence N00°34'07"E, 270.44 feet along the east boundary of Heritage Grove Subdivision No. 4 to the south boundary of Quenzer Commons Subdivision No. 6 (Book 91 of Plats at Pages 10710 through 10712, records of Ada County, Idaho);

Thence S89°46'17"E, 474.39 feet along the south line of Quenzer Commons Subdivision No. 6 and Brockton Subdivision (Book 93 of Plats at Pages 11101 and 11102, records of Ada County, Idaho);

Thence S00°31'11"W, 220.44 feet;

Thence S89°46'17"E, 186.76 feet to the east line of the southeast quarter of the southeast quarter;

Thence S00°31'11"W, 50.00 feet along the east line of the southeast quarter of the southeast quarter to the POINT OF BEGINNING.

The above-described parcel contains 3.16 acres, more or less.



Heritage Grove
Subdivision
No. 4

N00°34'07"E 270.44'

Quenzler Commons
Subdivision No. 6

S89°46'17"E 474.39'

Brockton Subdivision

S 1/16

S.31
1/4
S.32

3.16 Acres

N89°46'17"W 661.38'

S00°31'11"W 220.44'

S89°46'17"E 186.76'

S00°31'11"W
50.00'

220.44'

N. Locust Grove Rd.

S00°31'11"W 2659.04'
Basis of Bearings

Legend

- Property Boundary Line
- Parcel Line
- Section Line
- Tie Line
- Property Corner



Point Of Beginning

1059.08'

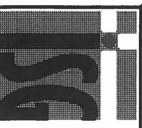
E. Ustick Rd. S.6 S.5

S.31 S.32



Scale: 1"=80'

0 20 40 80 160



IDAHO
SURVEY
GROUP, LLC

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

Exhibit --- Drawing for

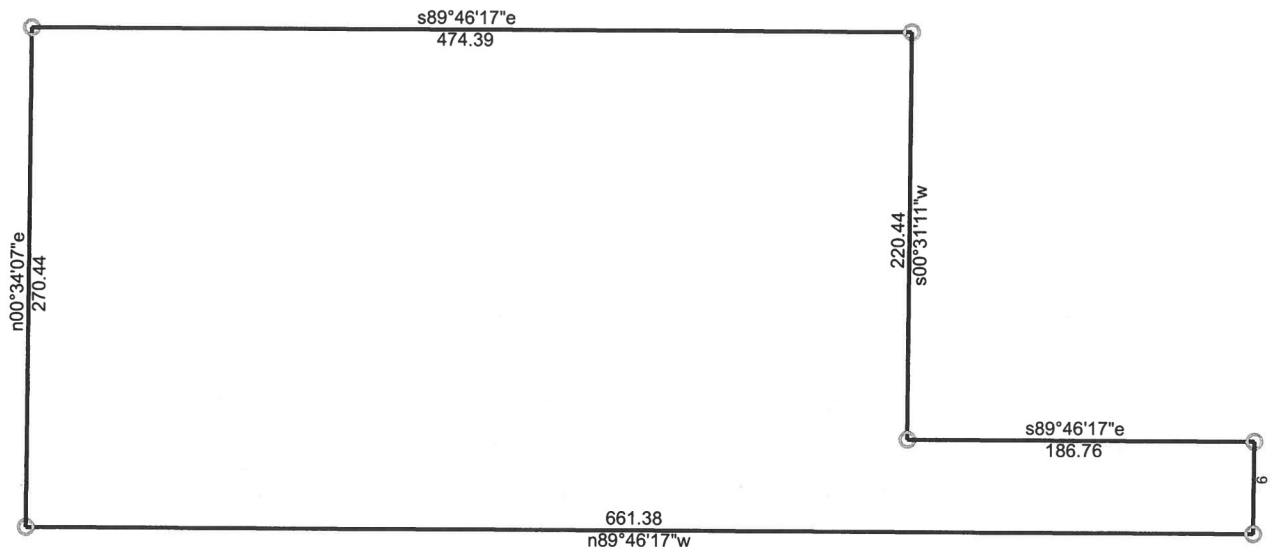
Prairiefire R-8 Zone

Located in the SE1/4 of the SE1/4 of Section 31,
T.4N., R.1E., B.M., Ada County, Idaho.

Job No.
22-165

Sheet No.
1

Dwg. Date
5/4/2022



Prariefire Annexation & Rezone Closure

5/4/2022

Scale: 1 inch= 100 feet

File:

Tract 1: 3.1603 Acres (137661 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1863 ft.

- 01 n89.4617w 661.38
- 02 n00.3407e 270.44
- 03 s89.4617e 474.39
- 04 s00.3111w 220.44
- 05 s89.4617e 186.76
- 06 s00.3111w 50

EXHIBIT B

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



In the Matter of the Request for Annexation of 3.16 -Acres of Land with an R-8 Zoning District; and Preliminary Plat Consisting of 22 Building Lots and One (1) Common Lot on 3.16-Acres of Land for Prairiefire Subdivision, by Hubble Homes.

Case No(s). H-2022-0053

For the City Council Hearing Date of: December 13, 2022 (Findings on December 20, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of December 13, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of December 13, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of December 13, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of December 13, 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 December 13, 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 and preliminary plat is hereby approved with the requirement of a development agreement per the conditions of approval in the Staff Report for the hearing date of December 13, 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. 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 December 13, 2022

By action of the City Council at its regular meeting held on the 20th day of December, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED

COUNCIL MEMBER JESSICA PERREAULT

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED AYE

COUNCIL MEMBER TREG BERNT

VOTED

COUNCIL MEMBER LIZ STRADER

VOTED AYE

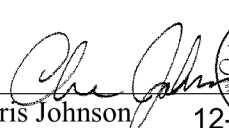
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED



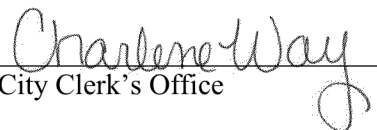
Mayor Robert Simison 12-20-2022
By Brad Hoaglund, Council President

Attest:

Chris Johnson 12-20-2022
City Clerk

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

By:  _____ Dated: 12-20-2022
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



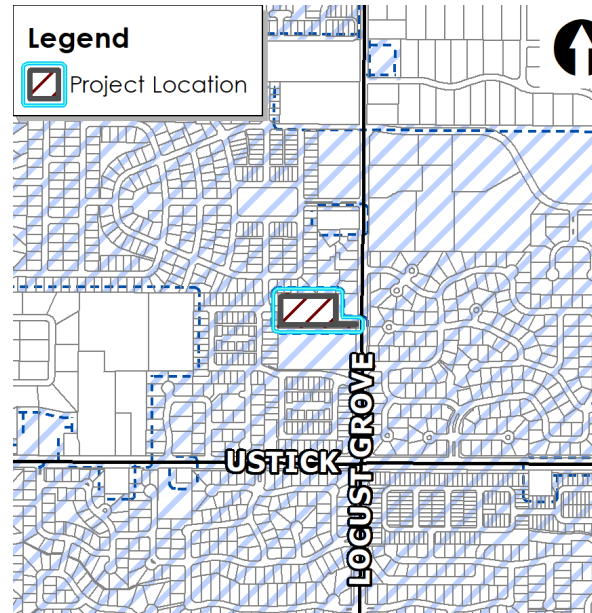
HEARING DATE: December 13, 2022

TO: Mayor & City Council

FROM: Bill Parsons, Current Planning Supervisor
208-884-5533

SUBJECT: Prairiefire
H-2022-0053

LOCATION: 3539 N. Locust Grove Rd., near the northwest corner of E. Ustick Rd. and N. Locust Grove Rd., in the SE ¼ of the SE ¼ of Section 31, Township 4N, Range 1E. (Parcel #S0531449500)



I. PROJECT DESCRIPTION

Annexation of 3.16 acres of land with an R-8 zoning district; and preliminary plat consisting of 22 building lots and 1 common lot on 3.16 acres of land in the R-8 zoning district for Prairiefire Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	3.16 acres	
Future Land Use Designation	Medium Density Residential (MDR)	
Existing Land Use	Single-family residential (SFR)/ag	
Proposed Land Use(s)	SFR	
Current Zoning	Rural Urban Transition (RUT) in Ada County	
Proposed Zoning	R-8 (Medium Density Residential)	
Lots (# and type; bldg/common)	22 building/1 common	
Phasing plan (# of phases)	1	
Number of Residential Units (type of units)	22 single-family detached units	
Density (gross & net)	6.96 units/acre (gross)	
Open Space (acres, total [%] / buffer / qualified)	0.37 acres	

Amenities	0.37 acres of common area with a 5' micropathway providing pedestrian access to the commercial property and Locust Grove	
Physical Features (waterways, hazards, flood plain, hillside)	None	

B. Community Metrics

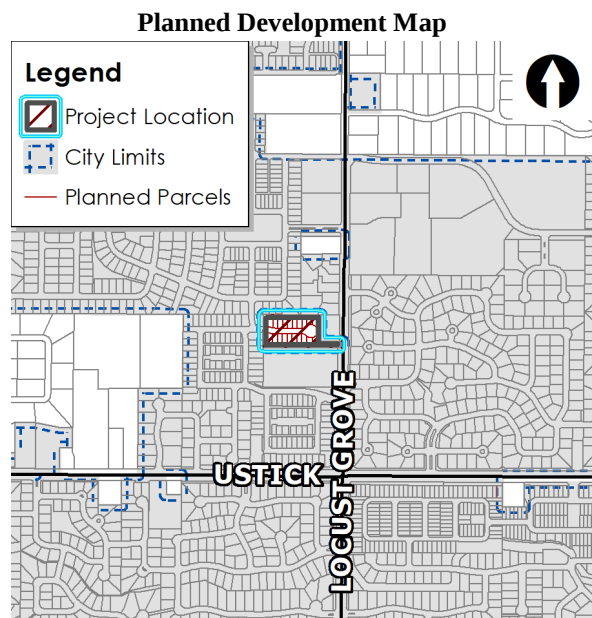
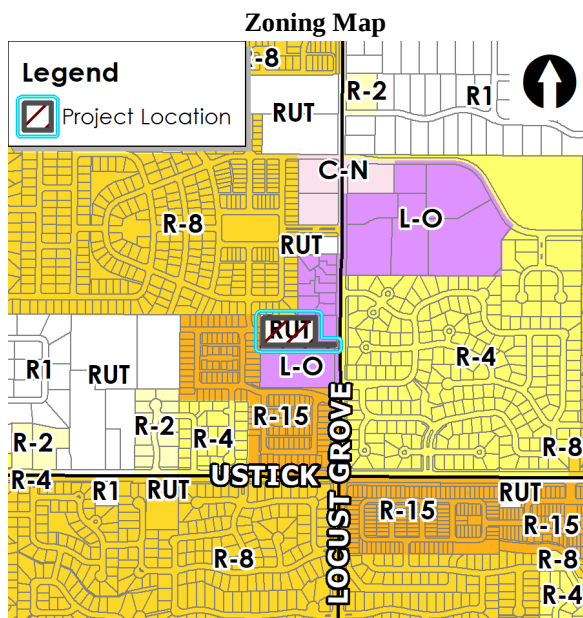
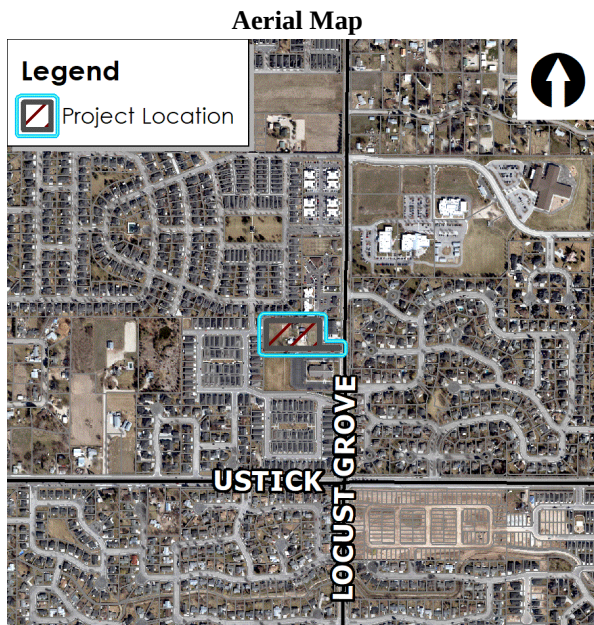
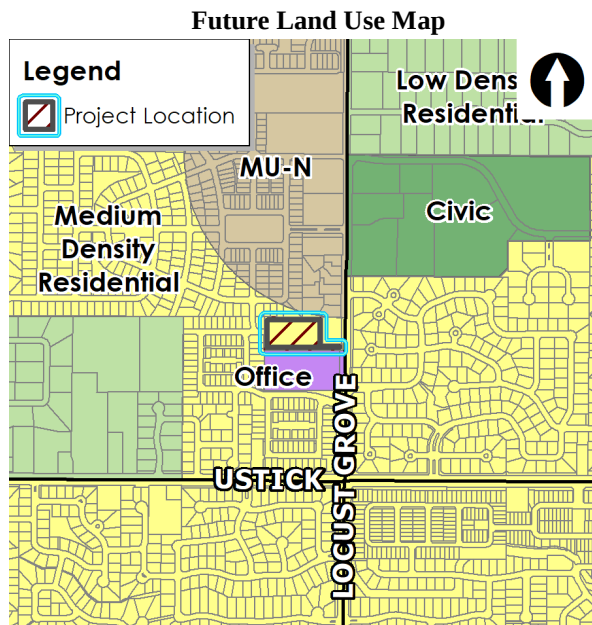
Description	Details	Page
Ada County Highway District		
• Staff report (yes/no)	Yes	
• Requires ACHD Commission Action (yes/no)	No	
• Existing Conditions	There is (1) existing stub street to this property from the west (i.e. E. Prairiefire Street).	
• CIP/IFYWP	- Locust Grove Road is listed in the IFYWP and CIP to be widened to 3-lanes from Ustick Road to McMillan Road with design in 2025 and construction in the future. - McMillan Road is listed in the CIP to be widened to 3-lanes from Meridian Road to Locust Grove Road between 2031 and 2035. - Meridian Road is listed in the CIP to be widened to 3-lanes from McMillan Road to Ustick Road between 2026 and 2030. - The intersection of Locust Grove Road and Ustick Road is listed in the CIP to be widened to 7-lanes on the north leg, 6-lanes on the south, 6-lanes east, and 6-lanes on the west leg, and signalized between 2026 and 2030.	

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

West Ada School District	No comments received.	
Distance (elem, ms, hs)		
Capacity of Schools		
# of Students Enrolled		

Wastewater		
• Distance to Sewer Services	As per Master Plan, sewer must connect to the east from Locust Grove Road	
• Sewer Shed		
• Estimated Project Sewer ERU's	Additional 1224 gpd committed to model.	
• WRRF Declining Balance	WRRF decline balance is 14.42 MGD.	
• Project Consistent with WW Master Plan/Facility Plan	Yes	
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section IX	
Water		
• Distance to Services	Connect water to existing main at fire station instead of connecting to North Locust Grove Road.	
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section IX	

C. Project Maps



III. APPLICANT INFORMATION

A. Applicant:

Patrick Connor – 701 S. Allen St., #104, Meridian, ID 83642

B. Owner:

Providence Properties, LLC – 701 S. Allen Street, #104, Meridian, ID 83642

- C. Representative:
Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	9/21/2022	11/27/2022
Radius notification mailed to property owners within 500 feet	9/15/2022	11/13/2022
Public hearing notice sign posted on site	10/18/2022	11/25/2022
Nextdoor posting	9/15/2022	11/28/2022

V. COMPREHENSIVE PLAN ANALYSIS

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

The subject property is an enclave surrounded by single-family residential properties to the west and north and a church to the south with limited office to the east, located on land also designated MDR on the FLUM. The Applicant proposes a 22-lot subdivision for single-family residential detached homes at a gross density of 6.96 dwelling units per acre, which is within the desired density range of the MDR designation.

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

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

The proposed single-family detached dwellings will contribute to the variety of housing options in this area and within the City as desired. Single-family detached homes currently exist to the north and west, commercial is located to the north, a church is located to the south, and a Meridian Fire Station #3 is located directly to the east. This development is proposed to be an age-restricted 55+ community and the applicant’s narrative states they have an agreement in place to merge this development with the Heritage Grove HOA.

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

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

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

The proposed medium-density single-family homes contribute the variety of residential categories within the surrounding area as desired. However, staff finds a better transition could be achieved along the north boundary.

Staff recommends that the applicant remove Lot 11, Block 1 along the northern property boundary so the lots can be widened for a better transition and provide more visibility on the pathway connection to the commercial development.

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

The proposed infill development will likely not impact the existing abutting homeowners to the west and north in this development; although, there could be some incremental impacts associated with lot sizes proposed along the north, the impacts associated with this development are already primarily established and there would be negligible impacts on the single family residential to the west.

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

A 5-foot wide sidewalk is required along both sides of E. Prairiefire Street to provide a link between Prairiefire Subdivision and Heritage Grove Subdivisions. Additionally, a 5-foot wide micro-pathway is proposed on the west side of the development providing access to the commercial subdivision to the north and N. Locust Grove Road.

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

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

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

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

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

Development of the subject infill parcel will maximize public services.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 3.16 acres of land with an R-8 zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary.

A preliminary plat was submitted showing how the property is proposed to be subdivided and developed with 22 single-family residential detached dwelling units at a gross density of 6.96 units per acre (see Sections VIII.B, E).

Single-family detached dwellings are listed as a principal permitted use in the R-8 zoning district per UDC Table 11-2A-2. Future development is subject to the dimensional standards listed in UDC Table [11-2A-6](#) for the R-8 zoning district.

The subject property is an enclave surrounded by existing single-family residential detached homes to the north (Quenzer Commons), west (Heritage Grove), east (Summerfield), church to the south and

office park to the north. As noted above in Section V, development of infill properties is supported provided it doesn't negatively impact the abutting, existing development.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **If this property is annexed, Staff recommends a DA is required with the provisions discussed herein and included in Section IX.A.**

B. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 22 building lots and 6 common lots on 3.16 acres of land in the proposed R-8 zoning district. Proposed lots range in size from 4,002 to 4,938 square feet (s.f.) (or 0.091 to 0.113 acres). The proposed gross density of the subdivision is 6.96 units per acre. The subdivision is proposed to develop in a single phase as shown in Section VIII.B.

Existing Structures/Site Improvements: There is an existing home and several outbuildings on the property that are proposed to be removed with the development. **Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the district are required to be removed.**

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

Access: Access is proposed from the extension of the existing local stub street (i.e. W. Prairiefire St.) from the west. **Access is prohibited from N. Locust Grove Road.**

Landscaping (UDC 11-3B): A 25-foot wide buffer is required along material roads per UDC Table [11-2A-6](#). Common open space landscaping is proposed as shown on the landscape plan in Section VIII.C. All micro-pathways shall meet the requirements of UDC 11-3B including landscape strips of at least 5-feet in width on either side and one tree per 100 linear feet per the standards listed in UDC [11-3B-12C](#); **the landscape plan should be revised accordingly.**

A Tree Mitigation Plan shall be submitted with the final plat detailing all existing trees and methods of mitigation outlined by the City Arborist before any trees are to be removed as set forth in UDC [11-3B-10C.5](#).

Common Open Space & Site Amenities (UDC 11-3G-3): Because this site is below 5 acres in size, open space and site amenities are not required per UDC 11-3G-3A. However, the Applicant is providing 0.37 acres (16,117.20 square feet) of common area to provide pedestrian access to the commercial properties located to the north and N. Locust Grove Road to the east. This area will be landscaped with trees, shrubs, and include a 5-foot micropath.

Staff recommends that the applicant remove Lot 11, Block 1 along the northern property boundary. The micropath connection on the northern portion of the common lot adjacent to the commercial development is hidden behind Lot 11, Block 1 creating a potential safety issue for pedestrians. Pedestrian pathways on common lots shall be designed to reduce the incidence of crime and improve the quality of life.

Sidewalks (11-3A-17): Five-foot wide attached sidewalks are proposed along E. Prairiefire Street cul-de-sac and a detached sidewalk along N. Locust Grove Road within the development in accord with UDC standards.

Fencing: The landscape plan includes a fencing plan. The plan includes 6-foot-high solid vinyl fencing along the western periphery of the site along the east side of common lot 12 adjacent to the adjoining commercial property; 6-foot tan vinyl fencing with 2-feet of open vision screening is depicted on one

side of the common open space along the micro-pathway. The fencing appears to meet the requirements of 11-3A-6 and 11-3A-7.

Utilities (UDC 11-3A-21): Connection to City water and sewer services is required in accord with UDC 11-3A-21. Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances.

Pressurized Irrigation System (UDC 11-3A-15): Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15. The applicant intends on connecting to the existing pressurized irrigation system developed with the Heritage Grove Subdivision.

Storm Drainage (UDC 11-3A-18): An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.

Building Elevations: Six (6) conceptual building elevations were submitted that demonstrate the style of homes proposed for this development (see Section VIII.F). A mix of single-story and single-story with a bonus room homes are proposed; however, staff believes the proposed elevations are not consistent with the Heritage Commons Subdivision development. Staff has included a few sample elevations below that demonstrate the style of the homes in the Heritage Grove development. Therefore, Staff recommends the Applicant submit revised elevations that are consistent with the homes within the Heritage Commons Subdivision *prior* to the Council hearing.

VII. DECISION

A. Staff:

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

B. The Meridian Planning & Zoning Commission heard these items on November 3, 2022. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Zoning and Preliminary Plat requests.

1. Summary of Commission public hearing:

- a. In favor: Patrick Conner, Applicant/Developer; Michael Rusnack, President of Heritage Grove HOA;
- b. In opposition: Judie Dietzler, Kevin Emery, Willie Uhrig, Moscelene Sunderland, Doug Brown, Gerard Gladu;
- c. Commenting: Noted above;
- d. Written testimony: Doug Sayers
- e. Staff presenting application: Stacy Hersh, Associate Planner
- f. Other Staff commenting on application: Bill Parsons, Planning Supervisor.

2. Key issue(s) of public testimony:

- a. Single-story with a loft will essentially create a second story causing privacy issues;
- b. Contractors use a temporary construction entrance off of Locust Grove during subdivision construction;
- c. Concerns over Heritage Grove HOA's ability to provide enough irrigation water;
- d. Consistent with home elevations in the Heritage Grove Subdivision and whether the proposed homes fit on the lots;
- e. Removing Lot 11, Block 1 to create a better transition on the northern boundary.

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

- a. HOA responsible for maintaining the landscaping in the front/back yards;

- b. Concerns about ensuring that the elevations are compatible with the Heritage Grove Subdivision;
 - c. The pathway to the north is a requirement as part of the Conditional Use Permit approved with the commercial business park to the north;
 - d. Proposed homes will fit on the lots with the removal of Lot 11, Block 1.
 - 4. Commission change(s) to Staff recommendation:
 - a. The Applicant shall work with ACHD to try to obtain a construction entrance off of Locust Grove during construction of the subdivision.
 - 5. Outstanding issue(s) for City Council:
 - a. The Applicant shall provide revised elevations that are more consistent in style with the Heritage Grove Subdivision homes prior to the City Council Hearing.
- C. The Meridian City Council heard these items on 12/13/2022. At the public hearing, the Council voted to approve the subject AZ and PP request.
- 1. Summary of the City Council public hearing:
 - a. In favor: Patrick Connor, Applicant/Developer; Michael Rusnack, President of Heritage Grove HOA;
 - b. In opposition: Judie Dietzler, Willie Uhrig, Gerard Gladu
 - c. Commenting: Noted above
 - d. Written testimony: None
 - e. Staff presenting application: Stacy Hersh, Associate Planner
 - f. Other Staff commenting on the application: None
 - 2. Key issue(s) of public testimony:
 - a. Single-story with a loft will essentially create a second story causing privacy issues;
 - b. Contractors use a temporary construction entrance off of Locust Grove during subdivision construction;
 - c. Removing Lot 11, Block 1 to create a better transition on the northern boundary;
 - 3. Key issue(s) of discussion by City Council:
 - a. Contractors use a temporary construction entrance off of Locust Grove during subdivision construction;
 - b. Restriction on windows facing north, east, and west on bonus rooms of homes along the northern boundary of the site;
 - 4. City Council change(s) to Commission recommendation:
 - a. The Applicant shall work with ACHD to provide Contractors the ability to use a temporary construction entrance off of Locust Grove during subdivision construction;
 - b. Remove Lot 11, Block 1 along the northern boundary to provide a better transition in lot sizes to the north; inclusion of DA provision that homes with bonus rooms constructed on Lots 1-10, Block 1 abutting the Quenzer Commons Subdivision along the north boundary shall only have second-story windows on the street-facing elevation.

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

**Prairiefire Subdivision
Annexation
Boundary Description**

Project Number 22-165

May 4, 2022

A parcel of land situated in the southeast quarter of the southeast quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 4 North, Range 1 East, Boise Meridian which bears S00°31'11"W, 2659.04 feet from the east quarter-section corner;
Thence N00°31'11"E, 1059.08 feet along the east line of the southeast quarter of the southeast quarter of Section 31 to the POINT OF BEGINNING:

Thence N89°46'17"W, 661.38 feet to the east boundary of Heritage Grove Subdivision No. 4 (Book 111 of Plats at Pages 15913 through 15915, records of Ada County, Idaho);

Thence N00°34'07"E, 270.44 feet along the east boundary of Heritage Grove Subdivision No. 4 to the south boundary of Quenzer Commons Subdivision No. 6 (Book 91 of Plats at Pages 10710 through 10712, records of Ada County, Idaho);

Thence S89°46'17"E, 474.39 feet along the south line of Quenzer Commons Subdivision No. 6 and Brockton Subdivision (Book 93 of Plats at Pages 11101 and 11102, records of Ada County, Idaho);

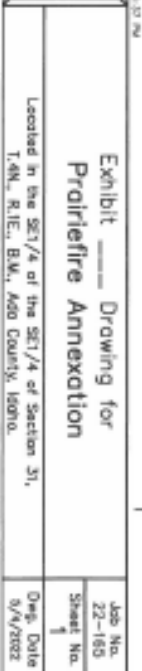
Thence S00°31'11"W, 220.44 feet;

Thence S89°46'17"E, 186.76 feet to the east line of the southeast quarter of the southeast quarter;

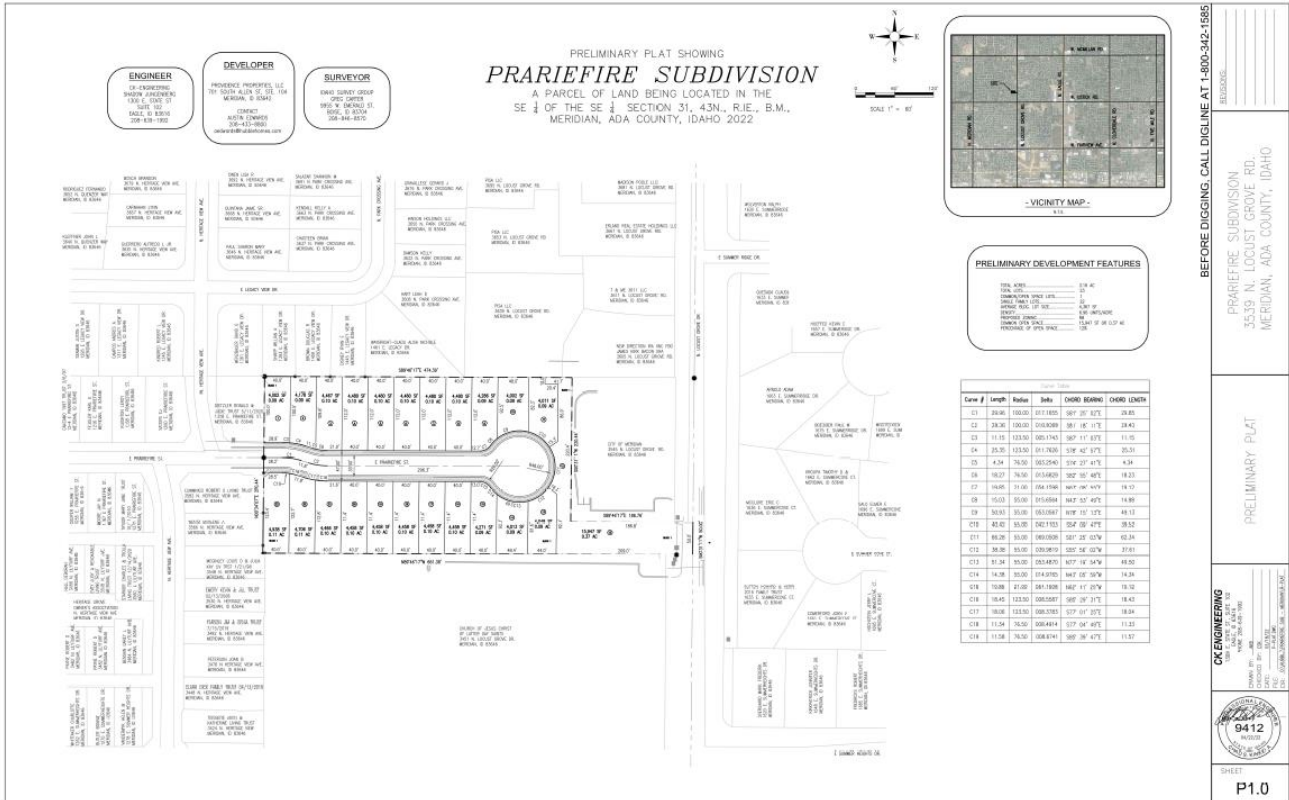
Thence S00°31'11"W, 50.00 feet along the east line of the southeast quarter of the southeast quarter to the POINT OF BEGINNING.

The above-described parcel contains 3.16 acres, more or less.

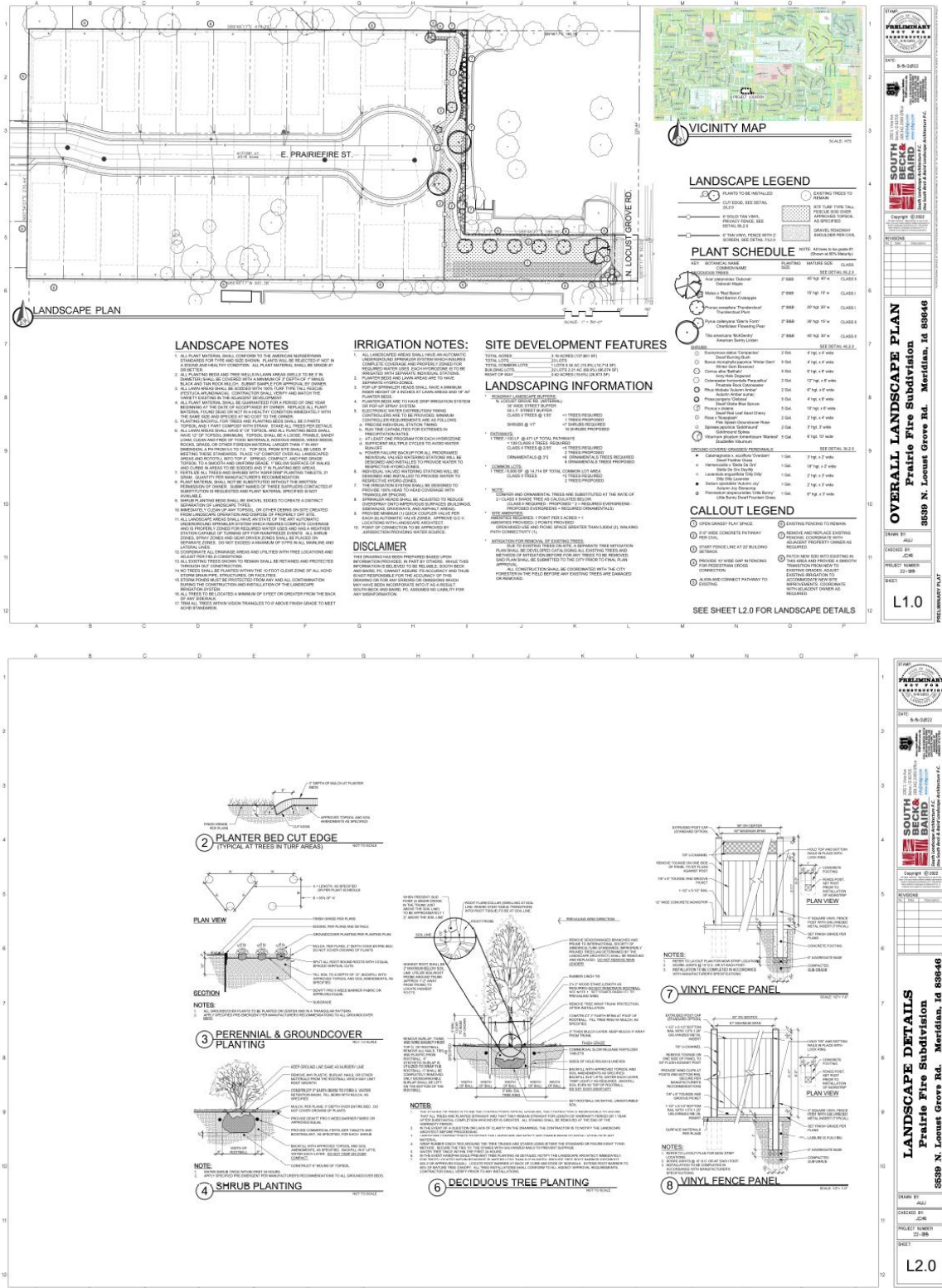




B. Preliminary Plat (dated: 6/15/22)



C. Landscape Plan (dated: 6/16/2022)



D. Conceptual Building Elevations

Preliminary Prairiefire Home Elevation Examples



IX. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

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

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the

Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. The applicant shall work with ACHD to provide Contractors the ability to use a temporary construction entrance off of Locust Grove during subdivision construction.
 - c. Homes with bonus rooms constructed on Lots 1-10, Block 1 abutting the Quenzer Commons Subdivision along the north boundary shall only have second-story windows on the street-facing elevations.
2. The final plat shall include the following revisions:
 - a. Remove Lot 11, Block 1 to increase the size of all lots along the northern property boundary to provide a better-quality transition with the existing homes in the Quenzer Commons Subdivision and increase visibility on the micropath connection to the commercial development to the north.
 3. The landscape plan submitted with the final plat shall include the following revisions:
 - a. Depict landscaping along the micropath in accord with the standards listed in [UDC 11-3B-12C](#).
 - b. Remove Lot 11, Block 1 along the northern property boundary so the lots can be widened for a better transition and provide more visibility on the pathway connection to the commercial development.
 - c. Include mitigation calculations on the plan for existing trees that are proposed to be removed in accord with the standards listed in UDC [11-3B-10C.5](#). The Applicant shall coordinate with the City Arborist (Kyle Yorita kyorita@meridiancity.org) to determine mitigation requirements *prior* to removal of existing trees from the site.
 4. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-8 zoning district shall be removed.
 5. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2a-6 for the R-8 zoning district.
 6. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
 7. The Applicant shall comply with all ACHD conditions of approval.
 8. Direct lot access to N. Locust Grove Road is prohibited in accord with UDC 11-3A-3.
 9. The applicant shall construct all proposed fencing and/or any fencing required by the UDC, consistent with the standards as set forth in UDC 11-3A-7 and 11-3A-6B.
 10. The Applicant shall submit revised elevations that are consistent with the homes within the Heritage Commons Subdivision *prior* to the Council hearing.
 11. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.
 13. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

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 then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to prior to receiving development plan approval.
- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
- 2.7 Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.

- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
- 2.12 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.13 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.17 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.18 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.19 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
- 2.22 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash

deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=270452&dbid=0&repo=MeridianCity1%20>

D. POLICE DEPARTMENT

No comments at this time.

E. PARK'S DEPARTMENT

No pathway requirements

F. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

[NMID Comments](#)

G. ADA COUNTY DEVELOPMENT SERVICES (ACDS)

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

H. WEST ADA SCHOOL DISTRICT (WASD)

No comments were received from WASD.

I. ADA COUNTY HIGHWAY DISTRICT (ACHD)

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

X. FINDINGS

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

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

1. The map amendment complies with the applicable provisions of the comprehensive plan;

Council finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family detached dwellings on the site at a gross density of 6.96 units per acre is consistent with the density desired in the MDR designation for this property; the preliminary plat 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 district, specifically the purpose statement;

Council finds the proposed map amendment to R-8 and development generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.

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

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

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

Council finds City services are available to be provided to this development. Comments were not received from WASD on this application so Staff is unable to determine impacts to the school district.

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

Council finds the proposed annexation is in the best interest of the city if revisions are made to the development plan as recommended.

B. Preliminary Plat (UDC 11-6B-6)

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

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

Council finds the proposed plat is in conformance with the UDC and the Comprehensive Plan.

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

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

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

Council finds there are no roadways, bridges or intersections in the general vicinity that are in the IFYWP or the CIP.

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

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

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

6. The development preserves significant natural, scenic or historic features. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

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