

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
2. **GFI – Meridian Investments, 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 **GFI – Meridian Investments, LLC**, a Utah limited liability company, whose address is 74 E 500 S, Ste. 200, Bountiful, Utah, hereinafter called “**OWNER/DEVELOPER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, commonly known as 2700 N. Eagle Rd., Meridian, Idaho 83646, and described in **Exhibit “A,”** which is attached hereto and by this reference incorporated herein as if set forth in full, hereinafter referred to as the “**Property**,” and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the 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 and the modification of development agreements; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement originally recorded in Ada County on December 20, 2017 as Instrument #2017-121321 (and subsequently re-recorded on July 21, 2022 as Instrument No. 2022-065403 to correct scrivener errors and document completeness), and for the inclusion of the Property into this new Agreement, 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 duly noticed public hearings before 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 development agreement modification held before 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 17th of January, 2023, 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**, Owner/Developer 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
- 1.9 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement (Inst. #2017-121321 and subsequently re-recorded as Instrument #2022-065403) and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification 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 designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.

- 3.2 **OWNER/DEVELOPER:** means and refers to **GFI – Meridian Investments, LLC**, whose address is 74 E 500 S, Ste. 200, Bountiful, Utah 84010, the party that owns said Property and shall include any subsequent owner(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel of Property located in the County of Ada, City of Meridian as described in **Exhibit “A”** describing a parcel to be removed from existing Development Agreement recorded in Ada County as Instrument #2017-121321 and subsequently re-recorded as Instrument #2022-065403, with such parcel being bound by this new Agreement, which **Exhibit “A”** is 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 as permitted, conditional and/or accessory uses 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 The subject property shall no longer be subject to the terms of the Development Agreement (DA) (Inst. #2022-065403, MDA-15-012) for Village Apartments and shall instead be subject to a new agreement. The new DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting approval of the amendment. The specific provisions for the new DA are as follows:
- a. Development of this site shall be generally consistent with the conceptual development plans approved by City Council and the conditions of approval included in Section VIII.A and include the following:
 - i. Specific details for the integrated plaza/open areas shall be provided with the first certificate of zoning compliance. The applicant can relocate open space/plaza areas depicted on the plan with director approval once specific tenants are known.
 - ii. On concept plan option 1, some or all of the buildings along the eastern boundary may be rotated and/or relocated and a shared plaza area/green space added to a more central location within the development for better integration, including a central pathway connection to the open space and front pad sites.
 - iii. If the site develops consistent with concept plan option 2, the applicant shall construct a 5-foot sidewalk on the east boundary and provide a decorative crosswalk across the drive aisle of the multi-family portion of the development (SWC of the Village Apartments) to enhance pedestrian connectivity.

- b. The subject property shall be subdivided prior to submittal of the first Certificate of Zoning Compliance application for the site.
- c. A 25-foot wide buffer shall be installed along the eastern boundary of the site adjacent to the future residential uses, landscaped per the standards listed in UDC 11-3B-9C, unless otherwise modified by City Council. Construction of the buffer may take place with lot development.
- d. Pedestrian connections shall be provided between the subject property and the future residential development to the east, the commercial properties to the north and south and to the multi-use pathway along N. Eagle Rd./SH-55 in accord with the approved pedestrian plans. Pedestrian walkways should be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks in accord with UDC 11-3A-19B.4.
- e. Traffic calming shall be provided within the site between the subject property and the residential development to the east.
- f. Provide trash enclosures within the development capable of housing containers for both solid waste and recyclable materials in accord with MCC 4-1-4.
- g. City Council approved the request for a right-in/right-out access via N. Eagle Rd./SH-55 contingent upon final approval from ITD in accord with UDC 11-3H-3.

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

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

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner's Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions 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 § 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 the 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 a 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 ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance 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.

10. **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 agrees to provide, if required by the City.

11. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if 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.

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

13. **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 Ave.
Meridian, Idaho 83642

OWNER/DEVELOPER:
GFI – Meridian Investments, LLC
74 E 500 S, Ste. 200
Bountiful, Utah 84010

13.1 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.

14. **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.

15. **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.

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

17. **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.

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

19. **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.

20. **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.

20.1 No condition governing the uses and/or conditions governing the 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.

21. **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]

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

OWNER/DEVELOPER:

GFI – Meridian Investments, LLC,
a Utah limited liability company,

By: 
Trevor Gasser, Manager

CITY OF MERIDIAN

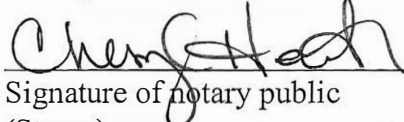
ATTEST:

By: _____
Mayor Robert E. Simison

By: _____
Chris Johnson, City Clerk

State of Idaho
County of Ada

This record was acknowledged before me on June 6, 2023 by **Trevor Gasser**, as Manager of **GFI – Meridian Investments, LLC**.


Signature of notary public
(Stamp)
My commission expires: 3/6/29



State of Idaho
County of Ada

This record was acknowledged before me on _____, 2023 by **Robert E. Simison and Chris Johnson**, as Mayor and City Clerk, respectively, of the City of Meridian.

Signature of notary public
(Stamp)
My commission expires: _____

May 14, 2020
Project No. 17-169
Legal Description

Parcel B

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of said Section 4, which bears N00°36'00"E a distance of 2,611.39 feet from a found brass cap marking the West 1/4 corner of said Section 4;

Thence following the westerly line of said Northwest 1/4, S00°36'00"W a distance of 1385.13 feet;
Thence leaving said westerly line, S89°51'36"E a distance of 70.01 feet to a found 5/8-inch rebar marking the southwest corner of Southeast Corner Marketplace Subdivision No. 1 and being the **POINT OF BEGINNING**.

Thence following the southerly boundary line of said Southeast Corner Marketplace Subdivision No. 1, S89°51'36"E a distance of 479.48 feet to a set 5/8-inch rebar;
Thence leaving said southerly subdivision boundary line, S00°37'57"W a distance of 565.59 feet to a set 5/8-inch rebar on the northerly subdivision boundary line of Bach Subdivision;
Thence following the northerly subdivision boundary line the following two (2) courses:
1. N66°18'52"W a distance of 251.97 feet to a found aluminum cap;
2. S84°26'08"W a distance of 17.13 feet to a found 5/8-inch rebar marking the northwest corner of said Bach Subdivision;

Thence leaving said northerly subdivision boundary line, S84°26'08"W a distance of 114.63 feet to a found 5/8-inch rebar;
Thence N53°04'00"W a distance of 144.06 feet to a found 5/8-inch rebar on the easterly right-of-way line of N. Eagle Road;
Thence following said easterly right-of-way line, N00°36'00"E a distance of 391.77 feet to the **POINT OF BEGINNING**.

Said parcel contains 231,902 Sq. Ft. (5.324 acres), more or less, and is subject to all existing easements and/or rights-of-way of record.

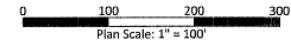
All subdivisions, deeds, record of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.



RECORD OF SURVEY
PROPERTY BOUNDARY ADJUSTMENT FOR
GFI - Meridian Investments, LLC.

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4,
TOWNSHIP 3 NORTH, RANGE 1 EAST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO.
2020

ROS No. 12423



LEGEND

- ⊕ FOUND ALUMINUM CAP, AS NOTED
- ⊙ FOUND BRASS CAP, AS NOTED
- SET 5/8-INCH REBAR MARKED "KSK 16662"
- ⊙ FOUND 5/8" REBAR, AS NOTED
- ⊙ FOUND 1/2" REBAR, AS NOTED
- △ CALCULATED POINT
- PROPERTY BOUNDARY LINE
- - - ORIGINAL PARCEL LOT LINE
- - - SECTION LINE
- - - ROAD/IRRIGATION CENTERLINE
- - - ADJACENT BOUNDARY LINE
- - - EASEMENT LINE, AS NOTED

REFERENCES

- R1. RECORD OF SURVEY No. 9983, RECORDS OF ADA COUNTY, IDAHO.
- R2. PLAT OF BACH SUBDIVISION, BOOK 113 OF PLATS AT PAGES 16608-16610, RECORDS OF ADA COUNTY, IDAHO.
- R3. PLAT OF SOUTHEAST CORNER MARKETPLACE SUBDIVISION No. 1, BOOK 101 OF PLATS AT PAGES 13253-13255, RECORDS OF ADA COUNTY, IDAHO.
- R4. PLAT OF UNA MAS SUBDIVISION, BOOK 103 OF PLATS AT PAGES 13894-13896, RECORDS OF ADA COUNTY, IDAHO.
- R5. WARRANTY DEED INSTRUMENT No. 2016-028305, RECORDS OF ADA COUNTY, IDAHO.

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } SS
ADA COUNTY }
INSTRUMENT NUMBER 2020-0835879

I HEREBY CERTIFY THAT THIS SURVEY FILED AT THE REQUEST OF KM Engineering AT 2 O'CLOCK P.M. THIS 28 DAY OF JULY 2020 A.D., IN MY OFFICE AND WAS DULY RECORDED.

DEPUTY [Signature]
FEE: 5.10

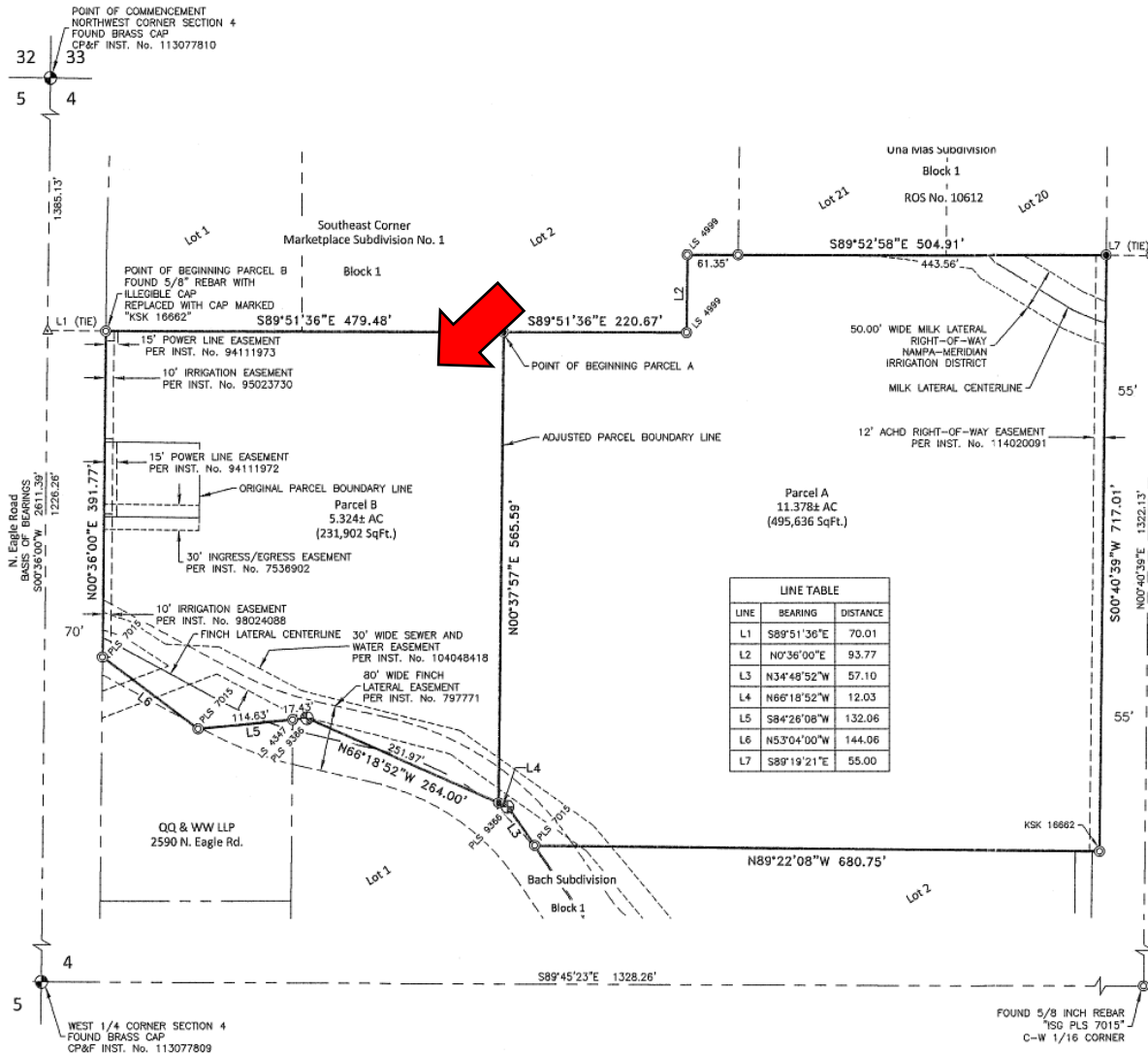
Phil McCreane
EX-OFFICIO RECORDER

CERTIFICATE OF SURVEYOR

I, KELLY KEHRER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.



km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmergllp.com



LINE	BEARING	DISTANCE
L1	S89°51'36"E	70.01
L2	N0°36'00"E	93.77
L3	N34°48'52"W	57.10
L4	N66°18'52"W	12.03
L5	S84°28'08"W	132.06
L6	N53°04'00"W	144.06
L7	S89°19'21"E	55.00

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DEPICT THE ADJUSTMENT OF EXISTING PARCELS INTO PARCELS A AND B, AS SHOWN HEREON. THIS SURVEY IS BASED UPON THE RETRACEMENT OF RECORD OF SURVEY No. 9983 AND THE PLATS OF BACH SUBDIVISION, SOUTHEAST CORNER MARKETPLACE SUBDIVISION, AND UNA MAS SUBDIVISION, ALONG WITH A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE RECORD.

EXHIBIT B

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



In the Matter of the Request for Modification to the Existing Development Agreement (DA) (Inst. #2017-0121321, Re-recorded as Inst. #2022-065403) to Remove the Commercial Portion of the Property from the Agreement and Enter into a New Development Agreement for the Proposed Project with an Updated Conceptual Development Plan; and Preliminary Plat Consisting of Five (5) Building Lots on 5.32-Acres of Land in the C-G Zoning District with a Request for City Council Approval of a Right-In/Right-Out Driveway Access via N. Eagle Rd./SH-55, by KM Engineering, LLP.

Case No(s). H-2022-0046

For the City Council Hearing Dates of: December 13, 2022 and January 3, 2023 (Findings on January 17, 2023)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of January 3, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of January 3, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of January 3, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of January 3, 2023, 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 January 3, 2023, 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 a modification to the existing Development Agreement and Preliminary Plat is hereby approved per the provisions in the Staff Report for the hearing date of January 3, 2023, 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 January 3, 2023

By action of the City Council at its regular meeting held on the 17th day of January, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER JOHN OVERTON VOTED AYE

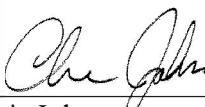
COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)




Mayor Robert E. Simison 1-17-2023


Attest:



Chris Johnson 1-17-2023
City Clerk



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

By:  Dated: 1-17-2023
City Clerk's Office _____

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



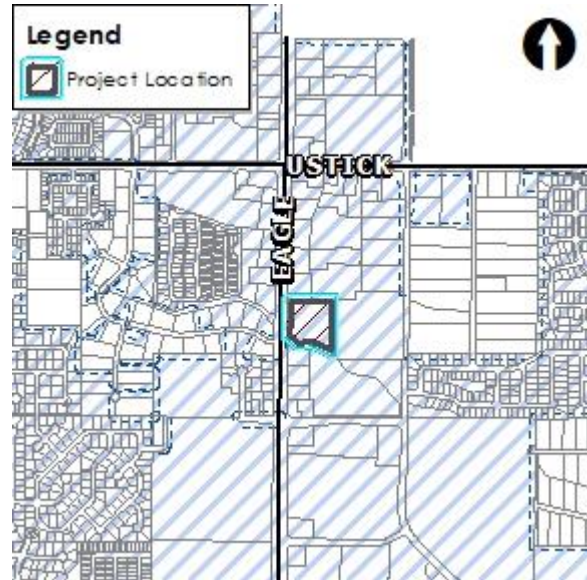
HEARING DATE: January 3, 2023
 (Continued from December 13, 2022)

TO: Mayor & City Council

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

SUBJECT: H-2022-0046
 Sessions Parkway – MDA, PP

LOCATION: 2700 N. Eagle Rd., in the NW 1/4 of
 Section 4, T.3N., R.1E.
 Parcel # S1104233650



I. PROJECT DESCRIPTION

Modification to the existing Development Agreement (DA) (Inst. #2017-0121321, re-recorded as Inst. #2022-065403) to remove the commercial portion of the property from the agreement and enter into a new DA for the proposed project with an updated conceptual development plan; and Preliminary Plat consisting of five (5) building lots on 5.32 acres of land in the C-G zoning district with a request for City Council approval of a right-in/right-out driveway access via N. Eagle Rd./SH-55.

II. SUMMARY OF REPORT

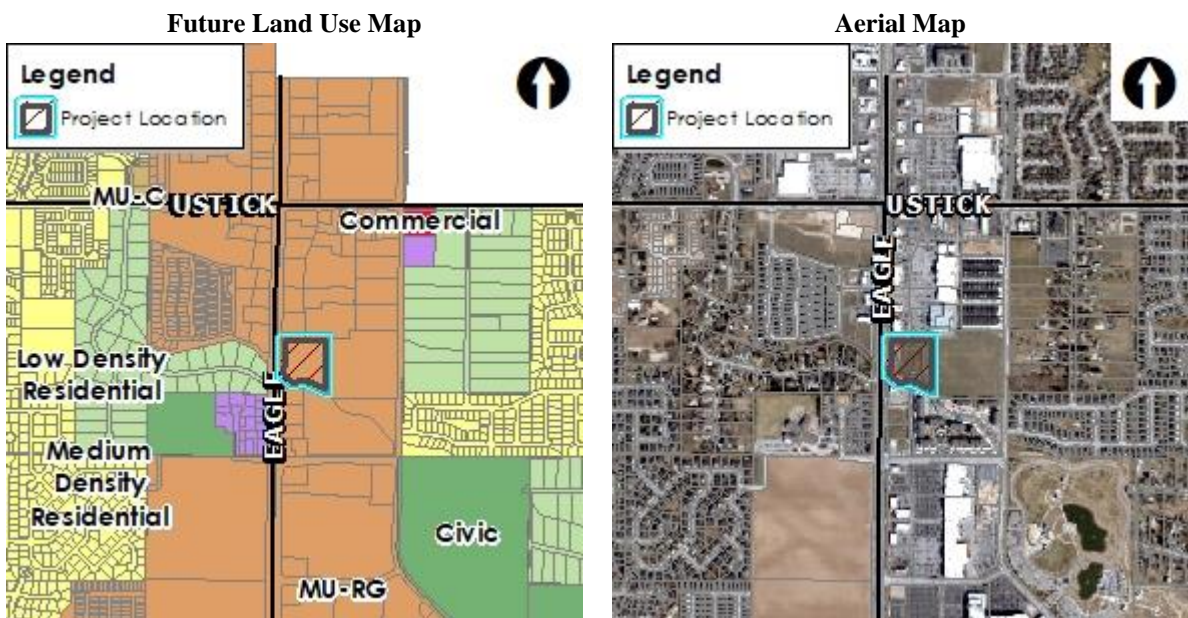
A. Project Summary

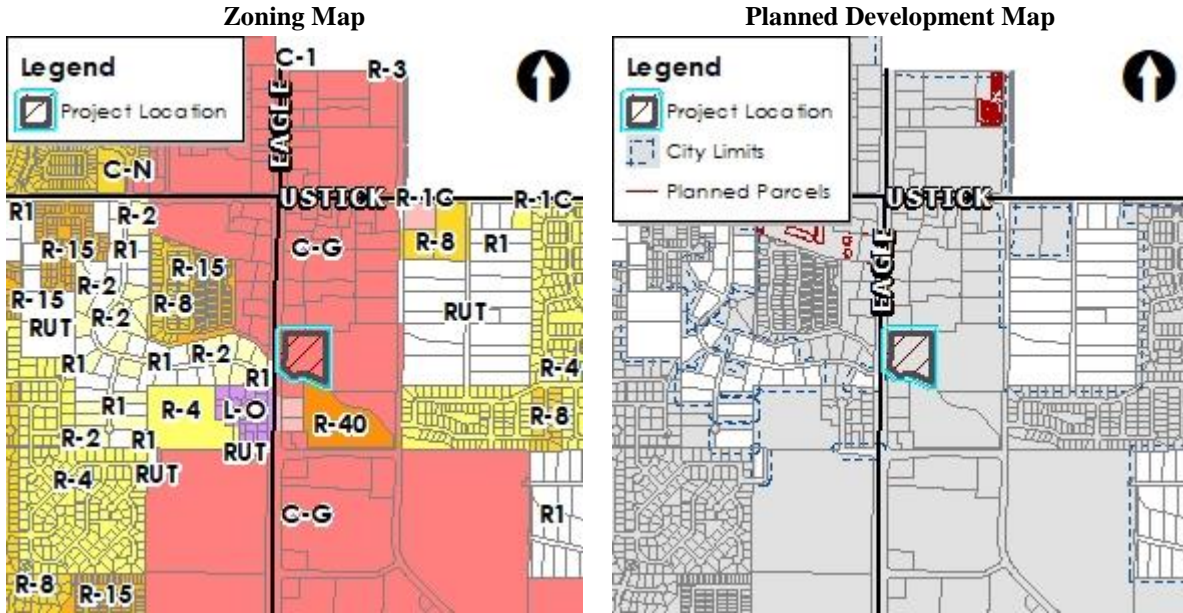
Description	Details	Page
Acreage	5.32	
Existing/Proposed Zoning	C-G (General Retail and Service Commercial)	
Future Land Use Designation	Mixed Use – Regional (MU-R)	
Existing Land Use(s)	Vacant/undeveloped land	
Proposed Land Use(s)	Commercial pads with a fuel sales facility	
Lots (# and type; bldg./common)	5 building/0 common	
Phasing Plan (# of phases)	None (to be constructed in one phase)	
Number of Residential Units (type of units)	0	
Physical Features (waterways, hazards, flood plain, hillside)	The Finch Lateral runs along the southern boundary of the site within an 80’ wide easement (40’ from centerline each side) as depicted on the plat.	
Neighborhood meeting date:	3/23/22	
History (previous approvals)	AZ-03-021 ; AZ-15-012 ; MDA-15-011 ; DA Inst. #2022-065403 ; A-2020-0115 (PBA ROS #12423)	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> • Staff report (yes/no) • Requires ACHD Commission Action (yes/no) 	<p>Yes</p> <p>No</p>	
West Ada School District	No comment have been received.	
Police Department	No comment have been received.	
Fire Department	No comments have been received.	

C. Project Area Maps





A. Applicant:

Stephanie Hopkins, KM Engineering, LLP – 5725 N. Discovery Way, Boise, ID 83713

B. Owners:

Meridian Investments, LLC – 74 E 500 S, Ste. 200, Bountiful, UT 84010-0000

C. Representative:

Same as Applicant

III. NOTICING

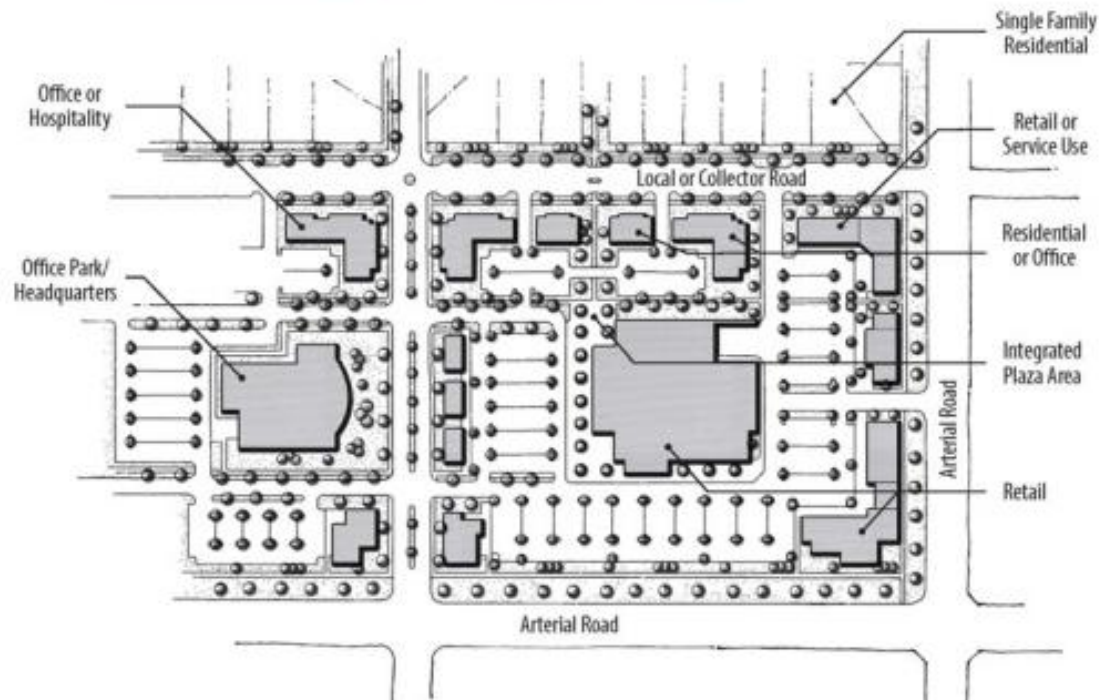
	Planning & Zoning Posting Date	City Council Posting Date
Notification published in newspaper	9/21/2022	11/27/2022
Notification mailed to property owners within 300 feet	9/15/2022	11/13/2022
Applicant posted public hearing notice on site	9/21/2022	12/2/2022; 12/19/2022
Nextdoor posting	9/15/2022	11/28/2022

IV. COMPREHENSIVE PLAN ANALYSIS ([Comprehensive Plan](#))

Land Use: The Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#) designates this property, and many of the surrounding properties in this vicinity along the Eagle Road corridor, as Mixed Use – Regional (MU-R). The purpose of this designation is to provide a mix of employment, retail, and residential dwellings and public uses near major arterial intersections. The intent is to integrate a variety of uses together, including residential, and to avoid predominantly single use developments such as a regional retail center with only restaurants and other commercial uses. Developments should be anchored by uses that have a regional draw with the appropriate supporting uses. For example, an employment center should have supporting retail uses; a retail center should have supporting residential uses as well as supportive neighborhood and community services. The

standards for the MU-R designation provide an incentive for larger public and quasi-public uses where they provide a meaningful and appropriate mix to the development. The developments are encouraged to be designed consistent with the conceptual MU-R plan depicted in Figure 3D of the Comprehensive Plan as shown below.

FIGURE 3D: MIXED USE REGIONAL CONCEPT DIAGRAM



The applicant has submitted two (2) conceptual development plans. The first proposed conceptual development plan depicts five (5) commercial building pads, including one for a fuel sales facility and one for a drive-through establishment, totaling 32,625 square feet (s.f.) of building area. The second conceptual plan also depicts the fuel sales facility and drive-through, eliminates the three commercial pad sites in favor of a 51,670, 4-story hotel. The applicant desires to have two concept plans attached to the new development agreement to allow for greater flexibility. Additional uses may develop on the site as allowed by UDC [Table 11-2B-2](#) in the C-G district. Multi-family residential uses (i.e. Village Apartments A-2021-0231) by the same developer have been approved and are in the development process on the parcel directly to the east.

Vehicle interconnectivity is proposed between the commercial and residential uses to the east at the north and south boundaries of the site. Safe pedestrian access should also be provided between the commercial uses within the site and to the future residential uses.

The proposed development should provide a variety of commercial and retail uses in close proximity to residential uses. Kleiner City Park exists within a ¼ mile of this site to the southeast, which is considered a Civic use. The site is located along N. Eagle Rd./SH-55 within ¾ of a mile of a major arterial intersection at E. Fairview Ave. and N. Eagle Rd. Although not anchored by uses that have a regional draw, the existing and proposed uses contribute to the variety of uses within this overall MU-R designated area as desired and should provide services to nearby residents.

Originally, staff raised concerns that the proposed commercial development was not integrated with the future residential development to the east, nor was there a common usable gathering area with a plaza or green space as desired in mixed use designated areas. Further, the rear of the fuel facility/convenience store faces the backage road and the rear of Buildings C, D and E

face the residential development which creates a wall effect. This concern is less relevant with the second concept plan because the building placement is farther from the shared property line. Both plans have been updated to include some form of open space as desired by the Plan and the applicant has provided pedestrian circulation plans to demonstrate pedestrian movements between the commercial and future multi-family development to the east, which more closely aligns with the development guidelines in the Comprehensive Plan for Mixed Use and MU-R designated areas as noted below. However, with concept plan 1, labeled as EX1.0, some or all of the buildings along the eastern boundary should be rotated and/or relocated and a shared plaza area/green space added to a more central location within the development for better integration, including a central pathway connection to the open space and front pad sites. If the site develops consistent with concept plan 2, staff recommends that the applicant construct a 5-foot sidewalk on the east boundary and provide a decorative crosswalk across the drive aisle of the multi-family portion of the development to enhance pedestrian connectivity.

In reviewing development applications, the following items will be considered in all Mixed-Use areas: *(Staff's comments in italics)*

- A mixed-use project should include at least three types of land uses. Exceptions may be granted for smaller sites on a case-by-case basis. This land use is not intended for high density residential development alone.

The larger overall mixed-use designated area includes a mix of residential, commercial, office and civic uses. This project may only include commercial (i.e. retail, restaurant, etc.) and residential uses (Village Apartments) as proposed, which may be adequate because it's a smaller site.

- Where appropriate, higher density and/or multifamily residential development is encouraged for projects with the potential to serve as employment destination centers and when the project is adjacent to US 20/26, SH-55, SH-16 or SH-69.

Multi-family residential uses (i.e. Village Apartments) were approved on the parcel directly to the east, which provide housing options for the commercial and employment uses along the Eagle Road/SH-55 corridor.

- Mixed Use areas are typically developed under a master or conceptual plan; during an annexation or rezone request, a development agreement will typically be required for developments with a Mixed-Use designation.

A new conceptual development plan is proposed to replace the existing plan in the development agreement approved with the annexation.

- In developments where multiple commercial and/or office buildings are proposed, the buildings should be arranged to create some form of common, usable area, such as a plaza or green space.

The proposed conceptual development plan does include common usable area but it is not central to the development and is located along the southern drive aisle.

- The site plan should depict a transitional use and/ or landscaped buffering between commercial and existing low- or medium-density residential development.

No low- or medium-density residential uses abut this site; however, a minimum 25-foot wide buffer, landscaped per the standards in UDC 11-3B-9C, is required along the eastern boundary of the site in the C-G district adjacent to future residential uses.

- Community-serving facilities such as hospitals, clinics, churches, schools, parks, daycares, civic buildings, or public safety facilities are expected in larger mixed-use developments.

No community-serving facilities are proposed with this development; however, these uses do exist within a fairly close proximity to the site and this is a smaller development.

- Supportive and proportional public and/or quasi-public spaces and places including but not limited to parks, plazas, outdoor gathering areas, open space, libraries, and schools are expected; outdoor seating areas at restaurants do not count.

Open space and plaza areas have been added to both concept plans.

- **Mixed use areas should be centered around spaces that are well-designed public and quasi-public centers of activity. Spaces should be activated and incorporate permanent design elements and amenities that foster a wide variety of interests ranging from leisure to play. These areas should be thoughtfully integrated into the development and further placemaking opportunities considered.**

Specific details for the integrated plaza areas have not been provided. The applicant should provide an exhibit that demonstrates compliance with this goal.

- All mixed-use projects should be accessible to adjacent neighborhoods by both vehicles and pedestrians. Pedestrian circulation should be convenient and interconnect different land use types. Vehicle connectivity should not rely on arterial streets for neighborhood access.

The proposed development is accessible to the adjacent future residential development to the east (i.e. Village Apartments) by vehicle via two (2) driveways, one at north end and one at the south end of the site. Separate pedestrian walkways should also be provided for pedestrian safety that provides a connection to the multi-use pathway along Eagle Rd. and between buildings within the commercial development. The applicant has provided an exhibit that demonstrates how pedestrian movements are achieved through the development. Staff recommends additional pedestrian connections as noted above.

- A mixed-use project should serve as a public transit location for future park-and-ride lots, bus stops, shuttle bus stops and/or other innovative or alternative modes of transportation.

Public transit isn't available in this vicinity.

- Alleys and roadways should be used to transition from dissimilar land uses, and between residential densities and housing types.

The three (3) eastern building pads back up to a drive aisle with a row of parking on either side associated with the multi-family development.

- Because of the parcel configuration within Old Town, development is not subject to the Mixed-Use standards listed herein.

This guideline is not applicable as the property is not in Old Town.

In reviewing development applications, the following items will be considered in MU-R areas:

- Development should generally comply with the general guidelines for development in all Mixed-Use areas.

See analysis above.

- Residential uses should comprise a minimum of 10% of the development area at gross densities ranging from 6 to 40 units/acre.

Between this site and the adjacent site to the east being developed by the same developer, residential uses exceed 10% of the development area at a gross overall density of 20.12 units/acre.

- There is neither a minimum nor maximum imposed on non-retail commercial uses such as office, clean industry, or entertainment uses.

The Applicant is unsure at this point what commercial uses will develop on this site other than a fuel sales facility and convenience store and a drive-through establishment.

- Retail commercial uses should comprise a maximum of 50% of the development area.

To ensure retail commercial uses don't exceed 50% of the development area and for a transition in uses, Staff recommends the concept plan is revised to depict non-retail commercial, office and/or civic uses for a minimum of 50% of the development area between the residential and retail commercial uses. The plans have not been updated to reflect this request however, the second concept plan does depict a hotel site which could limit the amount of retail that could develop on the site. The new DA should restrict the amount of retail on this site unless Commission and Council find this development shouldn't be further restricted because this property is part of a larger MU-R designated area.

Where the development proposes public and quasi-public uses to support the development, the developer may be eligible for additional area for retail development (beyond the allowed 50%), based on the ratios below:

- For land that is designated for a public use, such as a library or school, the developer is eligible for a 2:1 bonus. That is to say, if there is a one-acre library site planned and dedicated, the project would be eligible for two additional acres of retail development.
- For active open space or passive recreation areas, such as a park, tot-lot, or playfield, the developer is eligible for a 2:1 bonus. That is to say, if the park is 10 acres in area, the site would be eligible for 20 additional acres of retail development.
- For plazas that are integrated into a retail project, the developer would be eligible for a 6:1 bonus. Such plazas should provide a focal point (such as a fountain, statue, and water feature), seating areas, and some weather protection. That would mean that by providing a half-acre plaza, the developer would be eligible for three additional acres of retail development.

No public or quasi-public uses are proposed with this development. If the concept plan is revised to include such uses, the developer may be eligible for additional area for retail development (beyond the allowed 50%).

Sample uses, appropriate in MU-R areas, include: All MU-N and MU-C categories, entertainment uses, major employment centers, clean industry, and other appropriate regional-serving most uses. Sample zoning include: R-15, R-40, TN-C, C-G, and M-E. *The proposed commercial/retail/restaurant and fuel sales facility uses are allowed uses in the existing C-G zone, although they are not "regional serving" uses.*

The following Comprehensive Plan Policies are also applicable to this development: *(Staff's analysis in italics)*

- "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. Urban services are available to be provided upon development.

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

The proposed commercial uses should be compatible with adjacent commercial uses to the north and south; and with the future multi-family residential uses to the east if non-retail, office and/or civic uses are provided as a buffer and transition in uses as recommended.

- “Encourage and support mixed-use areas that provide the benefits of being able to live, shop, dine, play, and work in close proximity, thereby reducing vehicle trips, and enhancing overall livability and sustainability.” (3.06.02B)

The proposed commercial uses and fuel sales facility should provide nearby services and employment options to the residents of the adjacent multi-family developments, reducing vehicle trips on area roadways.

V. UNIFIED DEVELOPMENT CODE ANALYSIS ([UDC](#))

A. Development Agreement Modification (MDA):

The Applicant proposes a modification to the existing Development Agreement (DA) for Village Apartments ([AZ-15-012](#); [MDA-15-011](#) – DA Inst. [#2022-065403](#)) to remove the commercial portion of the property, consisting of 5.32 acres of land, from the agreement and enter into a new DA for the proposed project with two (2) updated conceptual development plans.

The existing conceptual development plan depicts three (3) retail/commercial building pads along the frontage of N. Eagle Road, two (2) of which are drive-through establishments, and one (1) larger retail building east of the building pads fronting on Eagle Rd. totaling 28,500 square feet (s.f.). A driveway is depicted at the northeast corner of the site for vehicular connectivity with the residential development to the east. A driveway is not depicted to the property to the south (fka Great Wall) because when that property developed, access was not required to be provided to this property because of the Finch Lateral, a large irrigation facility that separates the two properties. The properties to the south of the Finch Lateral were to have a backage road along their east boundaries for access via E. River Valley St.

Since that time, this developer and the property owner to the south have been working together to construct a backage road between the two properties along Eagle Rd. and the Finch Lateral has been piped. A new access via Eagle Rd./SH-55 is proposed with this application, which will replace the existing temporary access on the Great Wall/Copper Canary property, if approved by the City and ITD. The temporary access was allowed to remain until such time as access became available from the south via E. River Valley St. If non-residential uses develop on the property to the south of the Copper Canary (fka Great Wall) property at 3280 E. River Valley St. as currently entitled, the backage road will extend to E. River Valley St.; however, if residential uses develop on that property, only an emergency access will be provided from the north to that property per the development agreement (Copper Canary Inst. [#2022-048293](#)).

As noted above, the applicant has submitted two (2) conceptual development plans. The first proposed plan depicts five (5) building pads totaling 32,625 s.f. A fuel sales facility with a convenience store is proposed on the northwest pad, a drive-through is proposed on the pad directly to the south, and three (3) other pads are proposed along the east boundary of the site adjacent to the future multi-family residential development to the east. The second plan still depicts the fuel sales facility with convenience store and drive-through but in lieu of the three other pads, a hotel is proposed. **As noted above in Section IV, Staff recommends changes to both concept plans for better integration between uses in accord with the mixed use and MU-R guidelines in the Comprehensive Plan.**

One driveway access is proposed at the north boundary which will serve as a backage road along Eagle Rd. and will connect to the property to the south. Two (2) driveways to the east are proposed for interconnectivity with the future residential development. Typically, Staff would prefer the alignment of the backage road to be more linear and direct but the access points to the north and south are not in alignment. The “jog” in the roadway will result in traffic calming and reduced speeds, which is desired, especially if the access via Eagle Rd. is approved which will intersect the backage road.

A cross-access easement (Inst. #[2016-003980](#)) exists with the property to the north for access via Eagle Road for this property. **A reciprocal cross-access easement should also be recorded granting cross-access between the subject property and the abutting property to the south (Parcel #S1104233802); and the abutting property to the east (Parcel #S1104233730). Copies of the recorded agreements should be submitted to the Planning Division prior to signature on the final plat by the City Engineer.**

Staff has reviewed the provisions of the existing DA and finds provisions #5.1f, which requires a buffer to residential uses; #5.1g, which requires pedestrian connections to be provided between the residential portion of the site and future commercial development; and #5.1h, which requires traffic calming to be provided between the residential and commercial development, still apply to development of the subject property. Therefore, Staff recommends these provisions are carried over to the new DA along with new provisions as noted herein and in Section VIII.A.

B. Preliminary Plat (PP):

A Preliminary Plat is proposed consisting of five (5) building lots on 5.32 acres of land in the C-G zoning district. As part of the plat, the Applicant requests City Council approval of an access via N. Eagle Rd./SH-55, located on the abutting property to the south (Parcel #S1104233802). *Consent has been granted from the abutting property owner for this request as part of this application.*

Existing Structures/Site Improvements:

There are no existing structures on this site; the previous structures have been removed.

Dimensional Standards:

Development of the proposed lots is required to comply with the dimensional standards of the C-G zoning district in UDC Table [11-2B-3](#).

Subdivision Design and Improvement Standards (UDC [11-6C-3](#)):

Development of the subdivision is required to comply with the subdivision design and improvement standards listed in UDC 11-6C-3.

Access (UDC [11-3A-3](#))

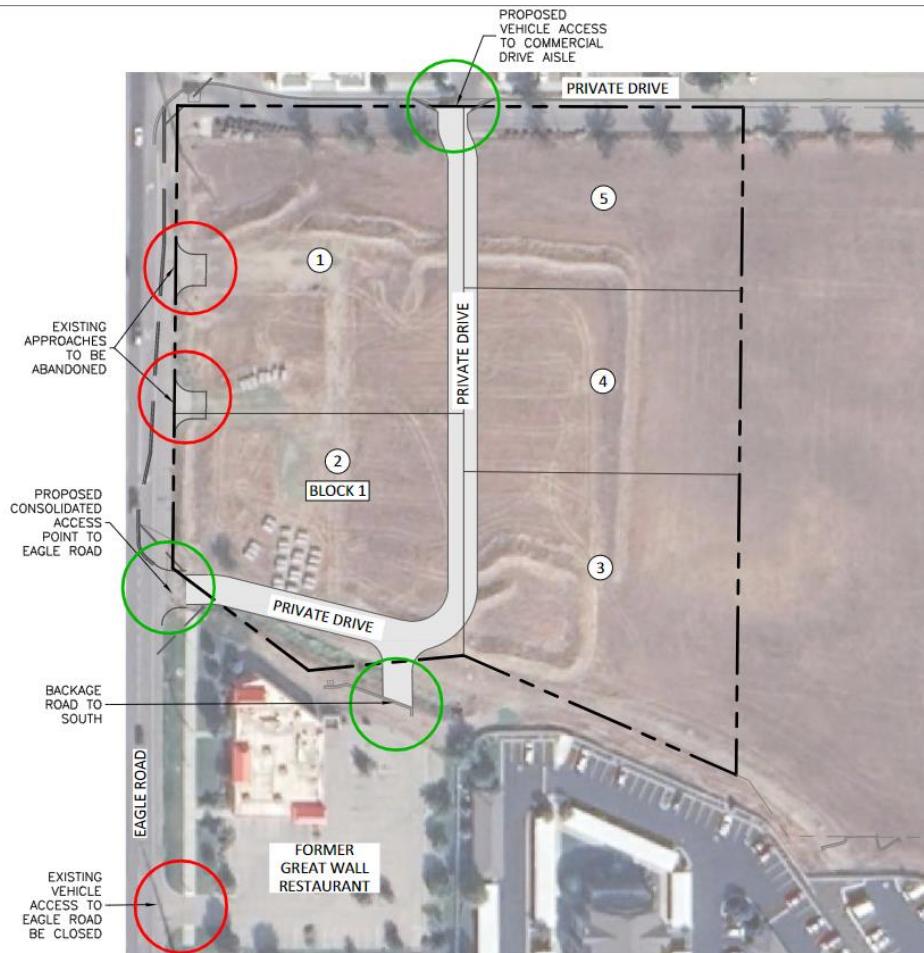
There are two (2) existing accesses on this site associated with the previous residential use(s) and one (1) temporary access on the abutting property to the south via N. Eagle Rd./SH-55 that are proposed to be removed and replaced with one (1) new right-in/right-out driveway access on the abutting property to the south as depicted on the plans and as shown below.

Per UDC [11-3H-4](#), the use of existing approaches via the state highway are not allowed to continue if the intensity of the use increases. With the change in use to commercial, the intensity of the use will increase; therefore, the existing approaches are not allowed to remain and must be abandoned and removed as proposed. New approaches directly accessing a state highway are only allowed at the section line road and the half mile mark between section line roads, which does not apply in this case. **City Council may consider and approve modifications to the standards in UDC 11-3H-4 upon specific recommendation of the Idaho Transportation Department (ITD) or if strict adherence is not feasible, as determined by City Council.**

ITD issued a [letter](#) of acceptance of the revised traffic striping conceptual drawings, dated November 13, 2019, for SH-55/Eagle Rd. from River Valley St. to approximately 1,500 feet north for the proposed right-in/right-out access via Eagle Rd. The letter states the drawings address all of ITD's safety concerns but only acknowledges the acceptance of the conceptual plan – final approval of the proposed access and associated improvements is determined once all documentation has been provided and the permit is signed. **Final approval of the access has not yet been granted by ITD.**

A [Traffic Impact Study](#) (TIS) was submitted for the Village Apartments and Sessions Parkway developments, prepared by Kittelson & Associates in 2021. The study finds a northbound right-turn lane on Eagle Road into the site as proposed is warranted and should be constructed as proposed.

A curb cut exists at the northern boundary of the site for access via Eagle Rd./SH-55 through an existing vehicular & pedestrian cross-access easement (Inst. #[2016-003980](#)). **A cross-access/ingress-egress easement should be provided to the properties to the south and east for interconnectivity and access. A recorded copy of said agreements should be submitted prior to signature on the final plat by the City Engineer.**



Pathways (UDC [11-3A-8](#)):

A multi-use pathway is depicted on the Pathways Master Plan and required by UDC [11-3H-4C.3](#) along N. Eagle Rd./SH-55. The pathway should be detached from the curb and constructed per the standards listed in UDC [11-3A-8](#). **If the pathway is located outside of the right-of-way, a 14-foot wide public pedestrian easement should be submitted to the Planning Division and**

recorded prior to signature on the final plat by the City Engineer. Pedestrian lighting and landscaping shall be installed along the pathway consistent with the Eagle Road Corridor Study and comply with the specifications listed in UDC [11-3H-4C.3](#).

Two pedestrian plans have been submitted that depicts pedestrian walkways between the building pads in the proposed commercial development and the future residential development to the east, and to the commercial properties to the north and south, for safe pedestrian access and interconnectivity. Connectivity is also be provided to the multi-use pathway along Eagle Rd. Pedestrian walkways should be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks in accord with UDC 11-3A-19B.4. As noted above in section IV, staff recommends additional pathway connections to enhance connectivity within the proposed development.

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

In lieu of a detached sidewalk, a detached multi-use pathway is required to be constructed along N. Eagle Rd./SH-55 in accord with the standards listed in UDC 11-3A-8 and the Pathways Master Plan.

Landscaping (UDC [11-3B](#)):

A minimum 35-foot wide street buffer is required along N. Eagle Rd./SH-55, an entryway corridor, landscaped per the standards listed in UDC [11-3B-7C](#). **The final plat should depict the buffer in a common lot or on a permanent dedicated buffer easement, maintained by the property owner, or business owner's association per UDC [11-3B-7C.2a](#).**

A minimum 25-foot wide buffer is required by UDC [Table 11-2B-3](#) in the C-G district along the eastern boundary of the site adjacent to future residential uses, landscaped per the standards in UDC [11-3B-9C](#). This buffer may be installed at the time of lot development. **Landscape buffers are required to facilitate safe pedestrian access between residential and commercial development as set forth in UDC [11-3B-9C.3](#); the plan should be revised accordingly.**

Storm Drainage:

An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction is required to follow Best Management Practices as adopted by the City. The Applicant submitted a [Geotechnical Engineering Evaluation](#) for the proposed subdivision that was prepared in 2015 with the Village Apartments application. Stormwater integration is required in accord with the standards listed in UDC [11-3B-11C](#).

Pressure Irrigation (UDC [11-3A-15](#)):

Underground pressurized irrigation water is required to be provided for each and every lot in the subdivision as required in UDC 11-3A-15.

Utilities (UDC [11-3A-21](#)):

Utilities are required to be provided to the subdivision as required in UDC 11-3A-21.

Waterways (UDC [11-3A-6](#)):

The Finch Lateral runs along the project's south boundary and has been piped in accord with UDC 11-3A-6B. The lateral lies within an 80-foot wide easement – 40' from centerline on each side – structures should not encroach within this easement and trees should be placed outside of the easement. This project is not within the flood plain.

Fencing (UDC [11-3A-6](#) and [11-3A-7](#)):

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

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

Conceptual building elevations were not submitted for the proposed commercial development. **All structures should comply with the design standards in the Architectural Standards Manual.**

VI. DECISION

A. Staff:

Staff recommends approval of the proposed preliminary plat with the conditions noted in Section VIII, per the Findings in Section IX; and approval of the development agreement modification contingent upon revisions to the concept plan as discussed above and noted in Section VIII.

B. The Meridian Planning & Zoning Commission heard the PP on October 6 and November 17, 2022. At the public hearing on November 17, 2022, the Commission moved to recommend approval of the subject PP request.

1. Summary of Commission public hearing:
 - a. In favor: Stephanie Hopkins, KM Engineering
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: Givens Pursley, Applicant's Representative
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. The Applicant requests removal of all four changes to the concept plan recommended by staff in Section 8 of the Staff Report, A.1a.
3. Key issue(s) of discussion by Commission:
 - a. None
4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. Request for City Council approval of a right-in/right-out access via N. Eagle Rd./SH-55.
 - b. The Applicant submitted revised conceptual development plans (2 options), included in Section VII.B.

C. The Meridian City Council heard these items on December 13, 2022 and January 3, 2023. At the public hearing on January 3rd, the Council moved to approve the subject MDA and PP requests.

1. Summary of the City Council public hearing:
 - a. In favor: Stephanie Hopkins, KM Engineering; Derek Gasser; Walt Gasser; Jeff Bower; Givens Pursley (Applicant's Representative)
 - b. In opposition: None
 - c. Commenting: Lauren Nuxoll, Kittleson & Assoc.
 - d. Written testimony: Jeff Bower, Givens Pursley (Applicant's Representative)
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. The Applicant requested removal of the first three conditions in Section VIII.A.1a.
3. Key issue(s) of discussion by City Council:
 - a. Preference for one conceptual development plan rather than two – would like a more defined idea of how the site is planned to develop;
 - b. Concern pertaining to the safety of the right-out access via SH-55 from the site and possible conflicts with the deceleration lane for the right-in access to the north;

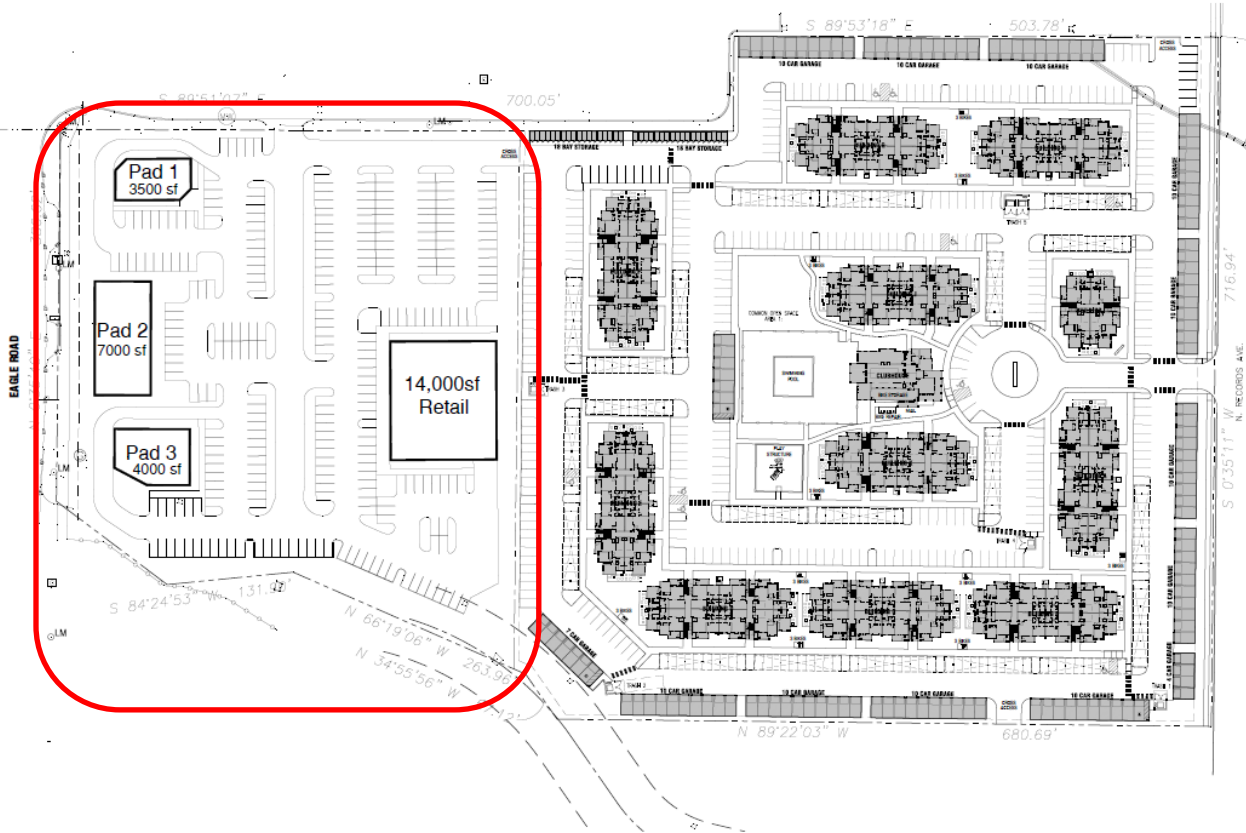
- c. Desire for a larger (i.e. wider) area to be provided for the plaza area between the commercial buildings along the eastern boundary;
- 4. City Council change(s) to Commission recommendation:
 - a. Modification to the conditions in Section VIII.A.1a as noted; and
 - b. City Council approved the request for access via N. Eagle Rd./SH-55 contingent upon approval from ITD.

VII. EXHIBITS

A. Existing Development Agreement Provisions and Conceptual Development Plan

5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

- 5.1 Owner/Developer shall develop the Property in accordance with the following special conditions:
- a. Any existing domestic wells and/or septic systems within this project shall be removed from their domestic service prior to development.
 - b. Development of this site shall be generally consistent with the overall site plan, landscape plan and building elevations included in Exhibit A of the Staff Report attached to the Findings of Fact attached hereto as Exhibit "C" and the conditions of approval included in Exhibit B of the Staff Report attached to the Findings of Fact attached hereto as Exhibit "C"
 - c. The Milk Lateral which crosses the northeast corner of this site shall be piped in accord with UDC 11-3A-6A.
 - d. A 35-foot wide street buffer is required to be constructed along N. Eagle Road, an entryway corridor, with the second phase (commercial portion) of development; and a 20-foot wide street buffer is required to be constructed along N. Records Avenue, a collector street, with the *first* phase (residential portion) of development and prior to issuance of the *first* Certificate of Occupancy for each phase. Landscaping is required to be installed within the buffer in accord with the standards listed in UDC 11-3B-7C.
 - e. A 10-foot wide multi-use pathway is required to be constructed within the street buffer along N. Eagle Road within a public use easement; pedestrian lighting and landscaping is also required to be installed as set forth in UDC 11-3H-4C. These improvements are required to be constructed with the *second* phase (commercial portion) of development and prior to issuance of the *first* Certificate of Occupancy for that portion of the site.
 - f. Upon development of the retail/commercial portion of the property, a 25-foot wide buffer is required to be installed adjacent to the residential uses in accord with the standards listed in UDC 11-3B-9C, unless otherwise modified by City Council.
 - g. Pedestrian connections are required to be provided between the residential portion of the site and the future commercial development on the western portion of this site and the residential developments to the north and south.
 - h. Traffic calming shall be provided within the site between the residential and commercial development and in N. Records Avenue (as allowed by ACHD).



PROJECT
VILLAGE APARTMENTS
 EAGLE ROAD
 MERIDIAN, IDAHO

SCALE
 PROJECT NUMBER
 2015-001

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FILE
 JULY 24, 2015
 15-011 A1.0
 DAVID RUBY, AIA

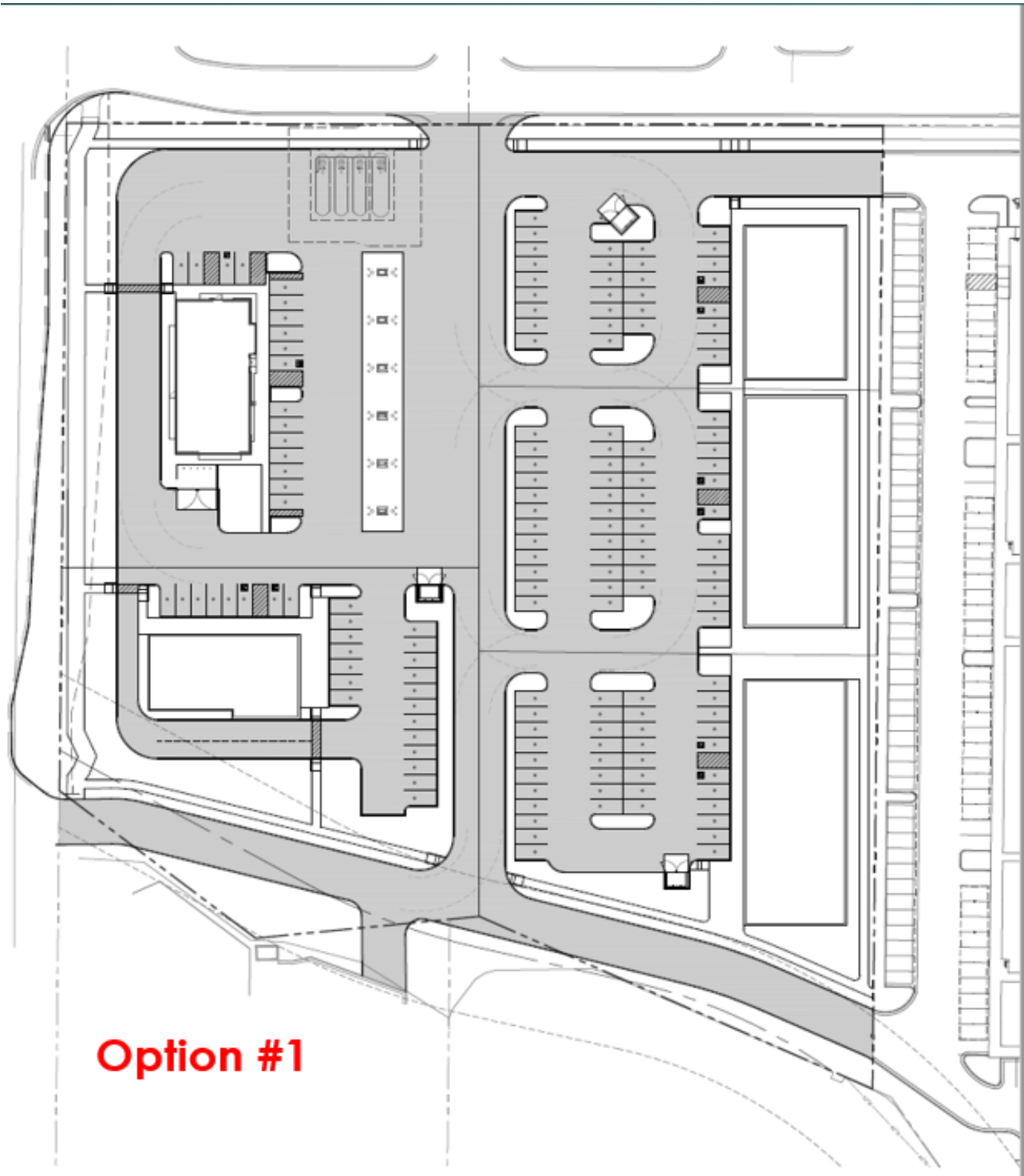
REVISIONS

1 OVERALL SITE PLAN EXHIBIT
SCALE: 1" = 50'-0"

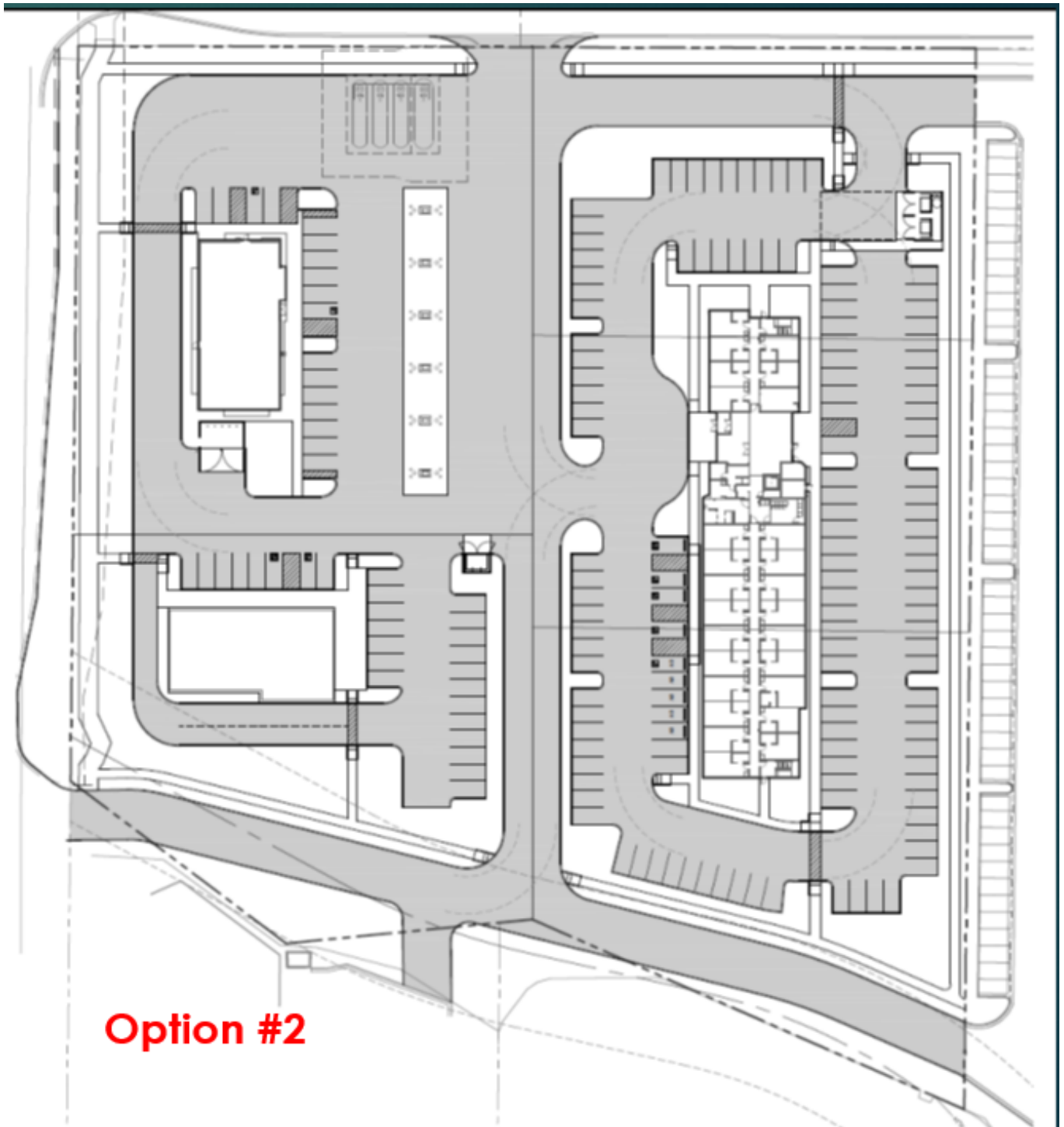


SHEET
A1.0
 OVERALL SITE EXHIBIT

B. Proposed Conceptual Development Plans (EX1.0 and EX2.0) AND Ped Access Plans (EX1.1 and EX2.1) - REVISED



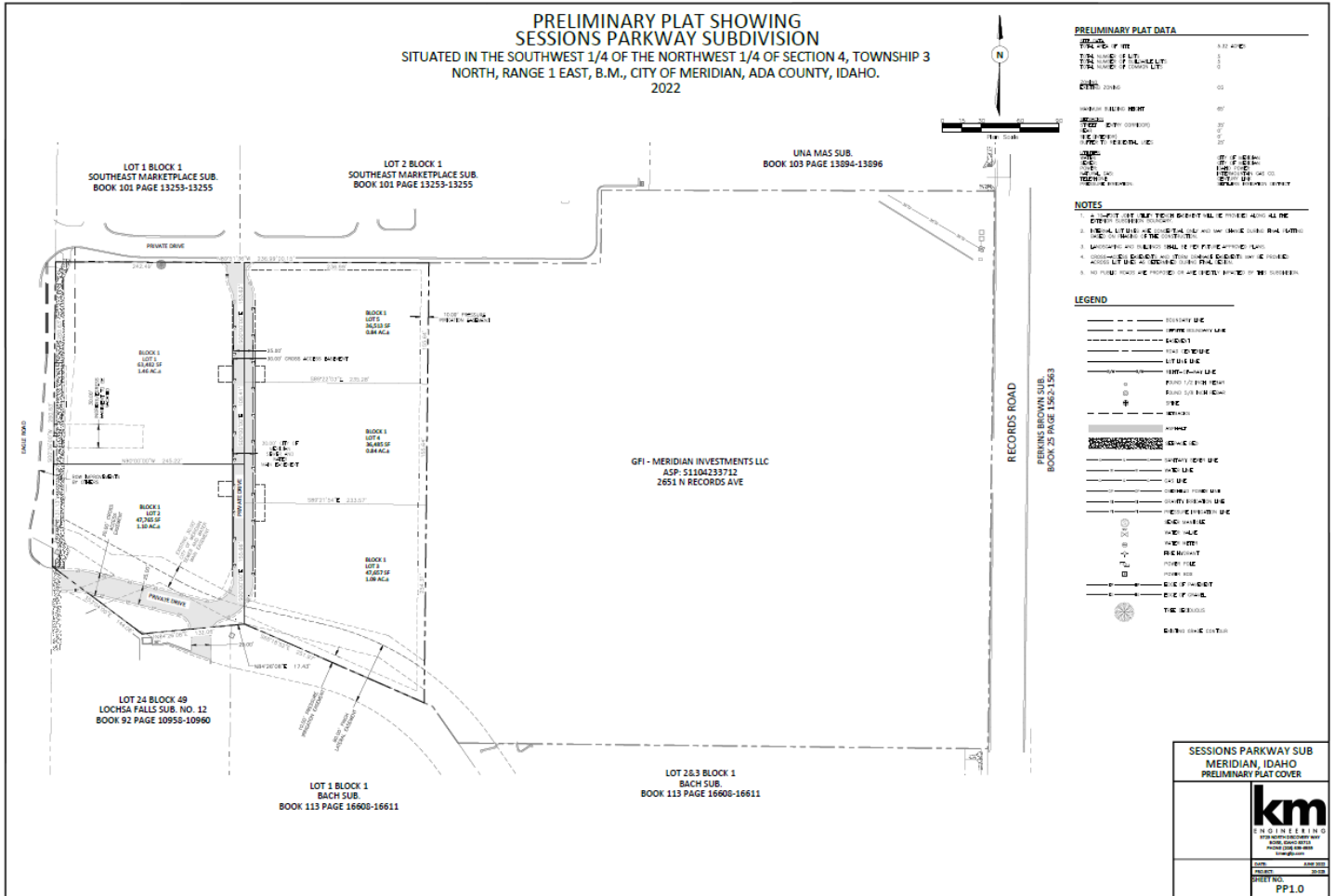
Option 1 includes expanded open space and a plaza area between the center and south building pads. There will be seating and awnings included in this plaza, which will be detailed in a rendering submitted for the Council hearing.



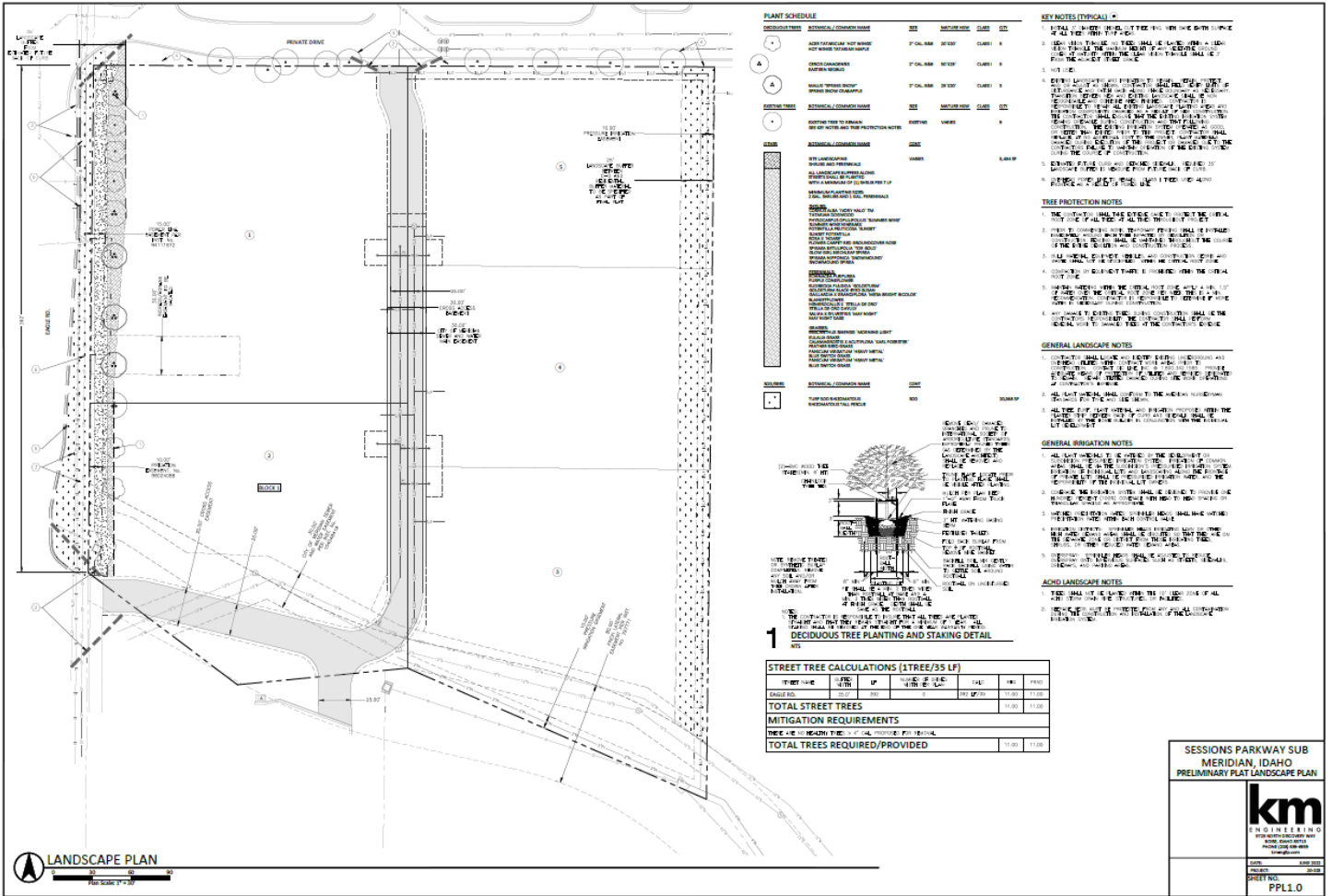
Option #2

Option 2 includes an open space area at the NW corner of the hotel area (to the east of the drive aisle) and will include a gazebo and seating, a couple of other seating areas and a pedestrian walkway on the east have also been added.

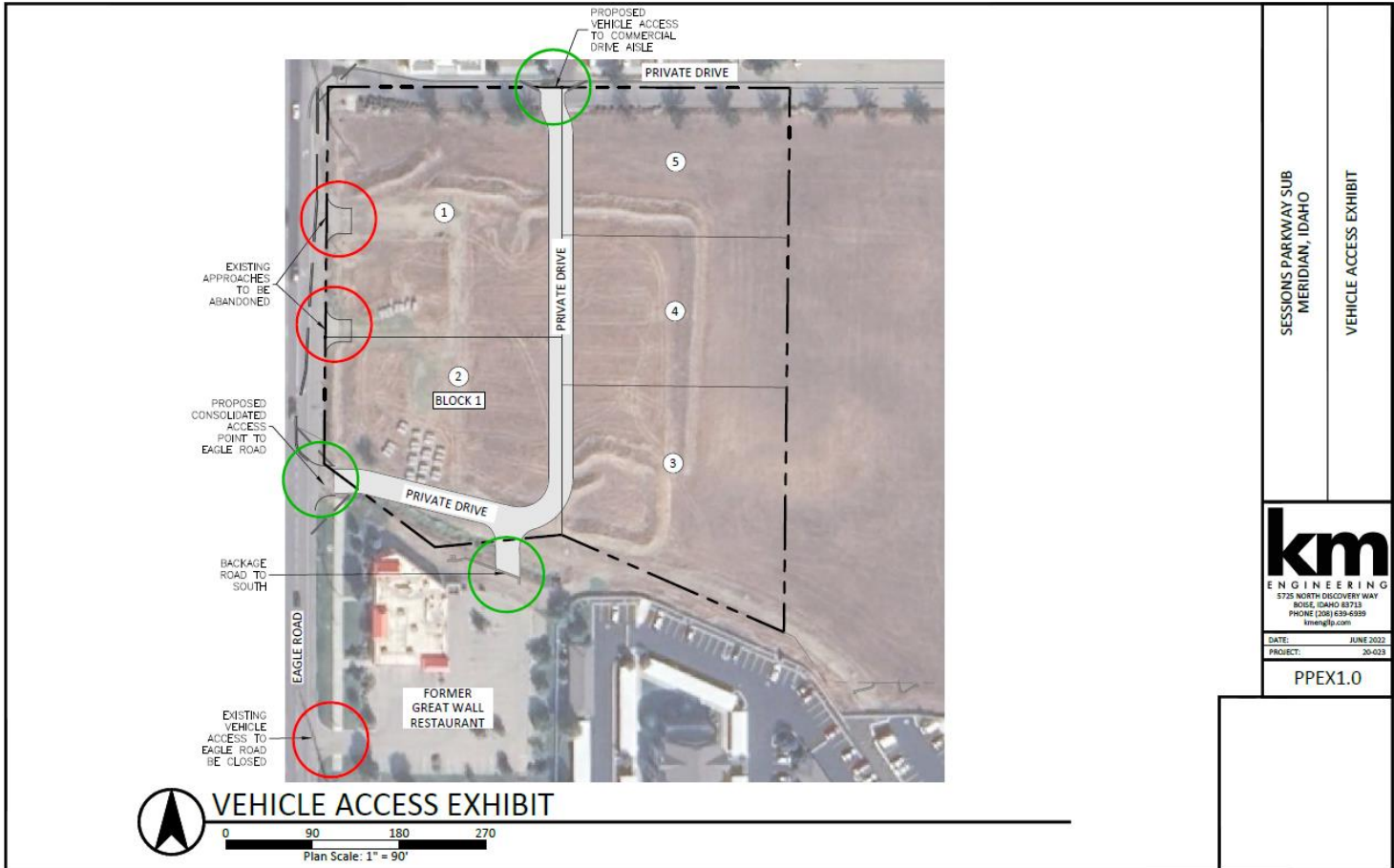
C. Proposed Preliminary Plat (date: June 2022)



D. Landscape Plan (date: June 2022)



E. Access Exhibit



SESSIONS PARKWAY SUB
MERIDIAN, IDAHO

VEHICLE ACCESS EXHIBIT

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6999
kmeng@km.com

DATE: JUNE 2022
PROJECT: 20-028

PPEX1.0

F. Legal Description & Exhibit Map for Property Subject to New Development Agreement



May 14, 2020
Project No. 17-169
Legal Description

Parcel B

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of said Section 4, which bears N00°36'00"E a distance of 2,611.39 feet from a found brass cap marking the West 1/4 corner of said Section 4;
Thence following the westerly line of said Northwest 1/4, S00°36'00"W a distance of 1385.13 feet;
Thence leaving said westerly line, S89°51'36"E a distance of 70.01 feet to a found 5/8-inch rebar marking the southwest corner of Southeast Corner Marketplace Subdivision No. 1 and being the **POINT OF BEGINNING**.

Thence following the southerly boundary line of said Southeast Corner Marketplace Subdivision No. 1, S89°51'36"E a distance of 479.48 feet to a set 5/8-inch rebar;
Thence leaving said southerly subdivision boundary line, S00°37'57"W a distance of 565.59 feet to a set 5/8-inch rebar on the northerly subdivision boundary line of Bach Subdivision;
Thence following the northerly subdivision boundary line the following two (2) courses:
1. N66°18'52"W a distance of 251.97 feet to a found aluminum cap;
2. S84°26'08"W a distance of 17.13 feet to a found 5/8-inch rebar marking the northwest corner of said Bach Subdivision;

Thence leaving said northerly subdivision boundary line, S84°26'08"W a distance of 114.63 feet to a found 5/8-inch rebar;
Thence N53°04'00"W a distance of 144.06 feet to a found 5/8-inch rebar on the easterly right-of-way line of N. Eagle Road;
Thence following said easterly right-of-way line, N00°36'00"E a distance of 391.77 feet to the **POINT OF BEGINNING**.

Said parcel contains 231,902 Sq. Ft. (5.324 acres), more or less, and is subject to all existing easements and/or rights-of-way of record.

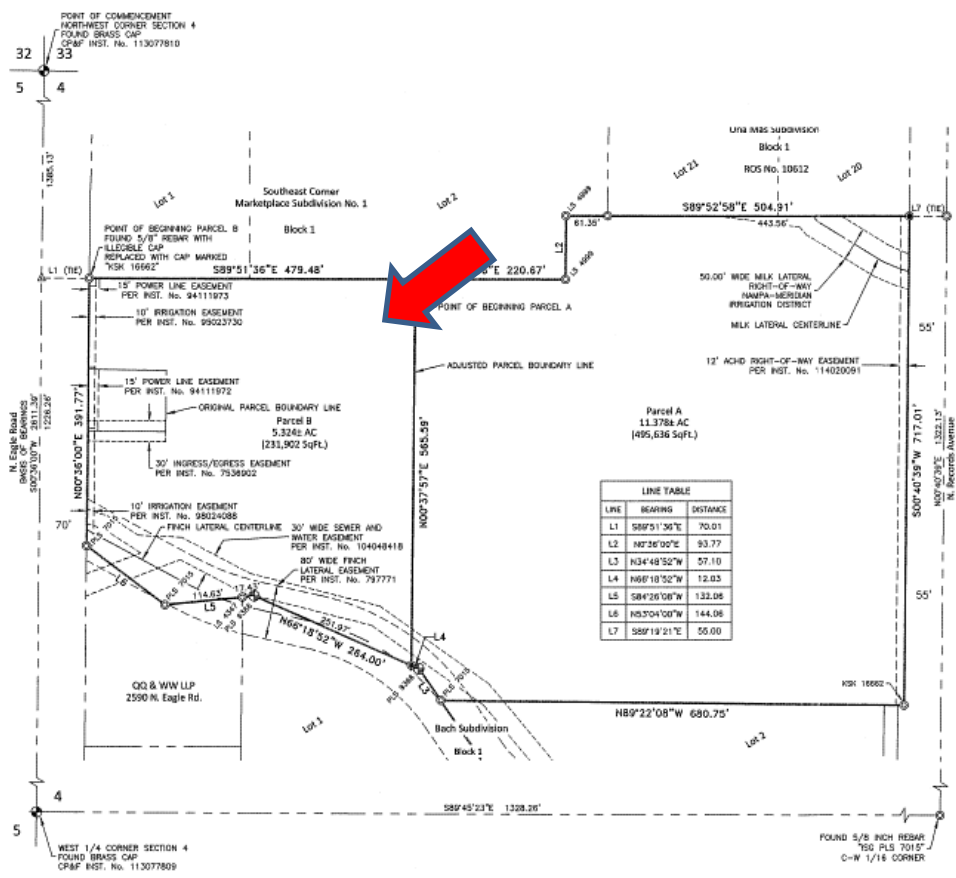
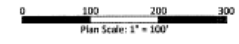
All subdivisions, deeds, record of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.



RECORD OF SURVEY
PROPERTY BOUNDARY ADJUSTMENT FOR
GFI - Meridian Investments, LLC.

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4,
TOWNSHIP 3 NORTH, RANGE 1 EAST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO.
2020

ROS No. 12423



LINE	BEARING	DISTANCE
L1	S89°51'36"E	70.01
L2	N0°36'00"E	93.77
L3	N34°48'52"W	57.10
L4	N86°18'52"W	12.03
L5	S84°26'08"W	132.08
L6	N53°04'00"W	144.08
L7	S89°12'21"E	55.00

- LEGEND
- FOUND ALUMINUM CAP, AS NOTED
 - FOUND BRASS CAP, AS NOTED
 - SET 5/8-INCH REBAR MARKED "KSH 16662"
 - FOUND 5/8" REBAR, AS NOTED
 - FOUND 1/2" REBAR, AS NOTED
 - CALCULATED POINT
 - PROPERTY BOUNDARY LINE
 - ORIGINAL PARCEL LOT LINE
 - SECTION LINE
 - ROAD/IRRIGATION CENTERLINE
 - ADJACENT BOUNDARY LINE
 - EASEMENT LINE, AS NOTED

- REFERENCES
- R1. RECORD OF SURVEY No. 9983, RECORDS OF ADA COUNTY, IDAHO.
 - R2. PLAT OF BATCH SUBDIVISION, BOOK 113 OF PLATS AT PAGES 18908-18910, RECORDS OF ADA COUNTY, IDAHO.
 - R3. PLAT OF SOUTHEAST CORNER MARKETPLACE SUBDIVISION No. 1, BOOK 101 OF PLATS AT PAGES 13253-13255, RECORDS OF ADA COUNTY, IDAHO.
 - R4. PLAT OF UWA M&S SUBDIVISION, BOOK 103 OF PLATS AT PAGES 13894-13896, RECORDS OF ADA COUNTY, IDAHO.
 - R5. WARRANTY DEED INSTRUMENT No. 2016-028305, RECORDS OF ADA COUNTY, IDAHO.

CERTIFICATE OF COUNTY RECORDER
STATE OF IDAHO } SS
ADA COUNTY }
INSTRUMENT NUMBER 2020-0835874
I HEREBY CERTIFY THAT THIS SURVEY FILED AT THE REQUEST OF KM Engineering
AT 52 MINUTES PAST 07 O'CLOCK PM, 28 DAY OF JULY
2020, A.D., IN MY OFFICE AND WAS DULY RECORDED.
Paul McGowan
EX-OFFICIO RECORDER

CERTIFICATE OF SURVEYOR
I, KELLY HEDRER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.



SURVEY NARRATIVE
THE PURPOSE OF THIS SURVEY IS TO DEPICT THE ADJUSTMENT OF EXISTING PARCELS INTO PARCELS A AND B, AS SHOWN HEREON. THIS SURVEY IS BASED UPON THE RETRACEMENT OF RECORD OF SURVEY No. 9983 AND THE PLATS OF BATCH SUBDIVISION, SOUTHEAST CORNER MARKETPLACE SUBDIVISION, AND UWA M&S SUBDIVISION, ALONG WITH A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE RECORD.

VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. The subject property shall no longer be subject to the terms of the Development Agreement (DA) (Inst. #[2022-065403](#), MDA-15-012) for Village Apartments and shall instead be subject to a new agreement. The new DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting approval of the amendment. The specific provisions for the new DA are as follows:
 - a. Development of this site shall be generally consistent with the conceptual development plans approved by City Council and the conditions of approval included in Section VIII.A and include the following:
 - ~~Depict non-retail commercial, office or civic uses for a minimum of 50% of the development area on Exhibit EX1.0 concept plan option 1, unless Commission or Council find this isn't applicable because this property is part of a larger MU-R designated area. This doesn't apply if the property develops with the hotel as proposed in exhibit EX2.0 concept plan option 2.~~
 - Specific details for the integrated plaza/open areas shall be provided with the first certificate of zoning compliance. The applicant can relocate open space/plaza areas depicted on the plan with director approval once specific tenants are known.
 - On concept plan option 1, ~~labeled as EX1.0~~, some or all of the buildings along the eastern boundary ~~should~~ may be rotated and/or relocated and a shared plaza area/green space added to a more central location within the development for better integration, including a central pathway connection to the open space and front pad sites.
 - If the site develops consistent with concept plan option 2, ~~labeled as EX2.0~~, the applicant shall construct a 5-foot sidewalk on the east boundary and provide a decorative crosswalk across the drive aisle of the multi-family portion of the development (SWC of the Village Apartments) to enhance pedestrian connectivity.
 - b. The subject property shall be subdivided prior to submittal of the first Certificate of Zoning Compliance application for the site.
 - c. A 25-foot wide buffer shall be installed along the eastern boundary of the site adjacent to the future residential uses, landscaped per the standards listed in UDC [11-3B-9C](#), unless otherwise modified by City Council. Construction of the buffer may take place with lot development.
 - d. Pedestrian connections shall be provided between the subject property and the future residential development to the east, the commercial properties to the north and south and to the multi-use pathway along N. Eagle Rd./SH-55 in accord with the approved pedestrian plans. *Pedestrian walkways should be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks in accord with UDC 11-3A-19B.4.*
 - e. Traffic calming shall be provided within the site between the subject property and the residential development to the east.
 - f. Provide trash enclosures within the development capable of housing containers for both solid waste and recyclable materials in accord with MCC [4-1-4](#).

- g. City Council approved the request for a right-in/right-out access via N. Eagle Rd./SH-55 contingent upon final approval from ITD in accord with UDC 11-3H-3.
2. The final plat shall include the following:
 - a. Include the recorded instrument of the existing 30-foot wide City of Meridian sewer and water main easement graphically depicted on the plat.
 - b. Depict the street buffer along N. Eagle Rd./SH-55 in a common lot or on a permanent dedicated buffer easement, maintained by the property owner, or business owner's association per UDC 11-3B-7C.2a.
 - c. Include a note stating direct lot access via N. Eagle Rd./SH-55 is prohibited except for the access approved with the plat. *Note: The proposed access via Eagle Rd. is required to be approved by City Council and ITD.*
 - d. Include a note stating all lots in the subdivision are subject to a cross-access/ingress-egress easement as graphically depicted on the plat.
 - e. Depict a 14-foot wide public pedestrian easement for the multi-use pathway along N. Eagle Rd./SH-55 if the pathway is located outside of the right-of-way; include the recorded instrument number of the easement.
 3. The landscape plan depicted in Section VII.D shall be revised with submittal of the final plat, as follows:
 - a. Depict landscaping within the 25-foot wide buffer along the eastern boundary of the site adjacent to residential uses in accord with the standards listed in UDC [11-3B-9C.1](#); and safe pedestrian connections between commercial and residential uses as set forth in UDC [11-3B-9C.3](#). *Construction of the buffer may take place with lot development.*
 - b. Depict landscaping within the 35-foot wide street buffer along N. Eagle Rd./SH-55 in accord with the updated standards listed in UDC [11-3B-7C.3](#); and pedestrian lighting and landscaping consistent with the Eagle Road Corridor study per UDC [11-3H-4C.3](#).
 4. A reciprocal cross-access/ingress-egress easement shall be recorded between the subject property and the abutting property to the south (Parcel # S1104233802) in accord with UDC [11-3A-3A.2](#). A recorded copy of the agreement shall be submitted to the Planning Division prior to signature on the final plat by the City Engineer.
 5. A reciprocal cross-access/ingress-egress easement shall be recorded between the subject property and the abutting property to the east (Parcel # S1104233730) in accord with UDC [11-3A-3A.2](#). A recorded copy of the agreement shall be submitted to the Planning Division prior to signature on the final plat by the City Engineer.
 6. Submit details for the pedestrian lighting required along the multi-use pathway adjacent to N. Eagle Rd./SH-55 that demonstrate compliance with the specifications set forth in UDC [11-3H-4C.3](#).
 7. If the multi-use pathway along N. Eagle Rd./SH-55 is located outside of the right-of-way, submit a 14-foot wide public pedestrian easement to the Planning Division for City Council approval and recordation prior to the City Engineer's signature on the final plat.
 8. Future development shall be consistent with the dimensional standards listed in UDC Table [11-2B-3](#) for the C-G zoning district.

B. PUBLIC WORKS

Site Specific Conditions of Approval

1. Terminate water main with hydrant
2. Provide easement from end of water main to north property line for potential future connection.
3. Additional 271 gpd flow committed to model. WRRF declining balance is 14.35 MGD.
4. Max Slope of 8" line is 8%.
5. Adjust manhole #1 so it is not located in the curb/gutter.
6. Ensure that the existing manhole is not located in a curb/gutter.
7. For sewer and water in parallel, if sewer depth is greater than 15 feet, locate the water main 5 feet from the edge of easement and center the sewer main between the water main and other edge of easement.
8. Pedestrian decorative lighting will be required for sidewalk frontage along Eagle Road.

General Conditions of Approval

9. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
10. 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.
11. 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.
12. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
23. Developer shall coordinate mailbox locations with the Meridian Post Office.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=272579&dbid=0&repo=MeridianCity&cr=1>

D. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=273745&dbid=0&repo=MeridianCity>

E. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=272564&dbid=0&repo=MeridianCity>

IX. FINDINGS

A. Preliminary Plat:

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;

The City Council finds that the proposed plat and subsequent development will be in substantial compliance with the adopted Comprehensive Plan in regard to land use and transportation if the Applicant complies with the provisions in the staff report. (Please see Comprehensive Plan Policies in, Section IV of this report for more information.)

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

The City Council finds that public services will be provided to the subject property with development. (See Exhibit B of the Staff Report for more details from public service providers.)

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

Because City water and sewer and any other utilities will be provided by the development at their own cost, the City Council finds that the subdivision will not require the expenditure of capital improvement funds.

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 based upon comments from the public service providers (i.e., Police, Fire, ACHD, ITD, etc.). (See Section VIII for more information.)

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

The City Council is not aware of any health, safety, or environmental problems associated with the platting of this property. ACHD and ITD considers road safety issues in their analysis.

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

The City Council is unaware of any significant natural, scenic or historic features that exist on this site that require preserving.