

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Butler Realty, LLC, Owner**
3. **A-Team Land Consultants, Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2024, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Butler Realty, LLC**, whose address is 1629 Main Street, Redwood City, California, 94063, hereinafter called OWNER, and **A-Team Land Consultants**, whose address is 1785 Whisper Cove Avenue, Boise, Idaho 83709, hereinafter called 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 have submitted an application for annexation and zoning of 7.69 acres of land with a request for the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 11th day of July, 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**, 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:** means and refers to **Butler Realty, LLC**, whose address is 1629 Main Street, Redwood City, California 94063, hereinafter called OWNER, the party that owns said Property and shall include any subsequent owner(s) of the Property.
- 3.3 **DEVELOPER:** means and refers to **A-Team Land Consultants**, whose address is 1785 Whisper Cove Avenue, Boise, Idaho 83709, hereinafter called DEVELOPER, the party that is developing said Property and shall include any subsequent developer(s) of the Property.
- 3.4 **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 approved Preliminary Plat, Landscape Plan, common open space/site amenity exhibit and conceptual building elevations for the development included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B" and the provisions contained herein.

b. The entire frontage improvements along E. Victory Road and S. Locust Grove Road shall be completed with the first phase of development, except for a portion of the required sidewalks, per the conditions of approval by ACHD.

c. A final plat application shall not be submitted until the intersection improvements are substantially complete.

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:
Butler Realty, LLC
1629 Main Street
Redwood City, CA 94063

DEVELOPER:
A-Team Land Consultants
1785 Whisper Cove Avenue
Boise, ID 83709

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

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

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

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

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

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

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

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

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

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

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

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

ACKNOWLEDGMENTS

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

OWNER:

Butler Realty, LLC


By: William Butler
Its: manager

STATE OF California
County of San Mateo ^{SS:}

On this 10 day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared William Butler, known or identified to me to be the manager of **Butler Realty, LLC** and the person who signed above and acknowledged to me that he executed the same.

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




Notary Public
My Commission Expires: Oct. 30, 2025

DEVELOPER:

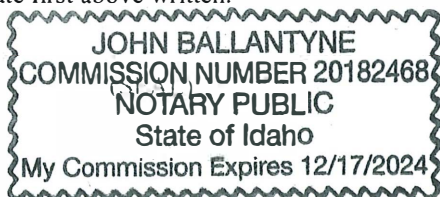
A-Team Land Consultants


By: Steve Arnold
Its: Developer

STATE OF IDAHO)
: ss:
County of Ada)

On this 16th day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Arnold, known or identified to me to be the project manager of **A-Team Land Consultants** and the person who signed above and acknowledged to me that he executed the same.

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




Notary Public
My Commission Expires: 12.17.2024

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A



DAVID EVANS
AND ASSOCIATES INC.

DESCRIPTION FOR COMPASS POINTE SUBDIVISION REZONE & ANNEXATION

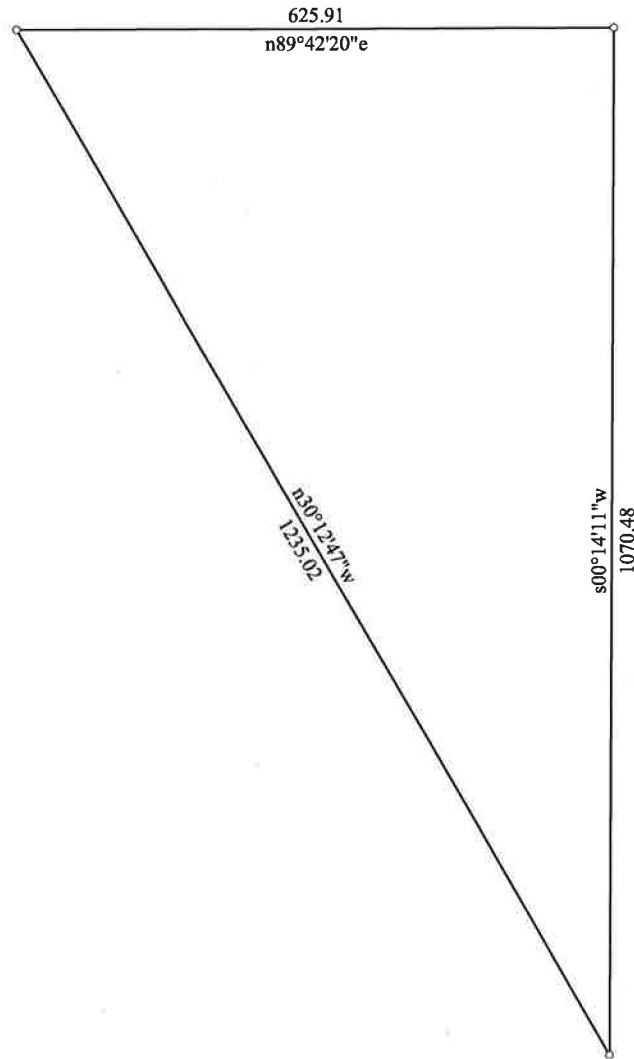
The following describes a parcel of real property lying within the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), Section 30, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at the northeast corner of said NE1/4 NE1/4; Thence, along the east boundary line of said NE1/4 NE1/4, South 00°14'11" West, 1070.48 feet;

Thence, departing said east boundary line, North 30°12'47" West, 1235.02 feet to the north boundary line of said NE1/4 NE1/4;

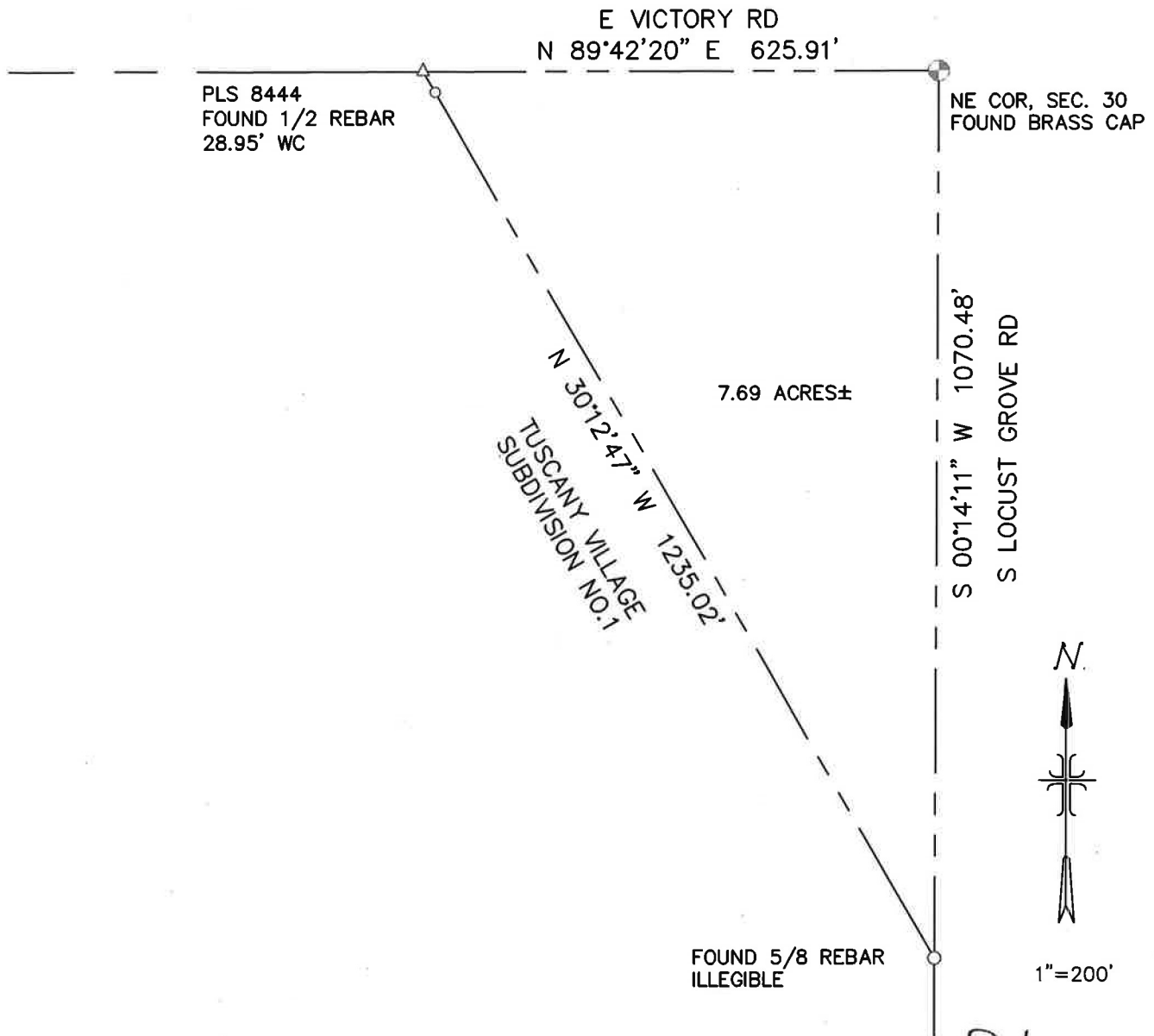
Thence, along said north boundary line, North 89°42'20" East, 625.91 feet to the **POINT OF BEGINNING**, containing 7.69 acres more or less.





Title:		Date: 05-19-2020
Scale: 1 inch = 200 feet	File: COMPASS POINTE SUB REZONE ANNEXATION.des	
Tract 1: 7.690 Acres: 334998 Sq Feet: Closure = s72.0359w 0.00 Feet: Precision >1/999999: Perimeter = 2931 Feet		
001=s00.1411w 1070.48	003=n89.4220e 625.91	
002=n30.1247w 1235.02		

EXHIBIT MAP OF
COMPASS POINTE SUBDIVISION
RE-ZONE & ANNEXATION
A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30,
T. 3 N., R 1 E., B.M.,
CITY OF MERIDIAN, ADA COUNTY, IDAHO
2020



**DAVID EVANS
AND ASSOCIATES INC.**

9179 W Black Eagle Dr
Boise Idaho
Phone: 208-585-5858



EXHIBIT B

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



In the Matter of the Request for Annexation and Zoning, Preliminary Plat consisting of 21 residential building lots and 6 common lots, Private Streets, and Alternative Compliance on 7.69 acres of land with a request for the R-8 zoning district, by A Team Land Consultants.

Case No(s). H-2023-0004

For the City Council Hearing Date of: June 27, 2023 (Findings on July 11, 2023)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 27, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 27, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 27, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 27, 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 June 27, 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 Annexation and Zoning, Preliminary Plat, Alternative Compliance, and Private Streets is hereby approved per the conditions of approval in the Staff Report for the hearing date of June 27, 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 June 27, 2023

By action of the City Council at its regular meeting held on the 11th day of July, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED _____

COUNCIL MEMBER LUKE CAVENER

VOTED _____

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 7-11-2023

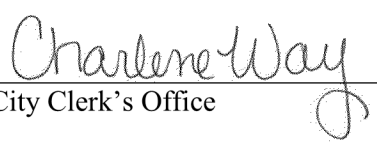
Attest:



Chris Johnson 7-11-2023
City Clerk



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

By:  _____ Dated: 7-11-2023
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



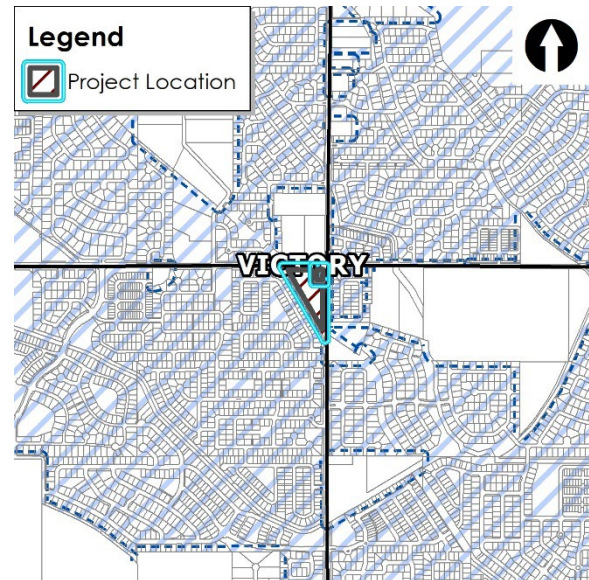
HEARING DATE: June 27, 2023

TO: Mayor & City Council

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

SUBJECT: H-2023-0004
Compass Pointe Subdivision

LOCATION: The site is located at 3245 & 3247 S. Locust Grove Road, in the NE ¼ of the NE ¼ of Section 30, Township 3N., Range 1E.



I. PROJECT DESCRIPTION

Annexation and zoning of 7.69 acres of land with a request for the R-8 zoning district;

- Preliminary Plat consisting of 21 residential building lots and 6 common lots on approximately 7.08 acres of land in the R-8 zoning district;
- Private streets (PS) are proposed for internal access within the development;
- Alternative Compliance is requested to UDC 11-3F-4, to allow the proposed private street to connect to Locust Grove, an arterial street; by A-Team Land Consultants.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	7.69 acres	
Future Land Use Designation	Medium Density Residential	
Existing Land Use(s)	County Residential (RUT)	
Proposed Land Use(s)	detached single-family homes	
Lots (# and type; bldg./common)	27 total lots – 21 single-family residential; and 6 common lots.	
Phasing Plan (# of phases)	Proposed as one (1) phase.	
Number of Residential Units (type of units)	21 total units single-family detached units	
Density (gross & net)	Gross – 2.96 du/ac.; Net – 3.37 du/ac.	
Open Space (acres, total [%]/buffer/qualified)	2.75 acres total – 2.22 acres of qualifying open space (or approx. 31.4% qualified according to the submitted open space exhibit) much of the qualified open space is the creek and landscape buffers.	

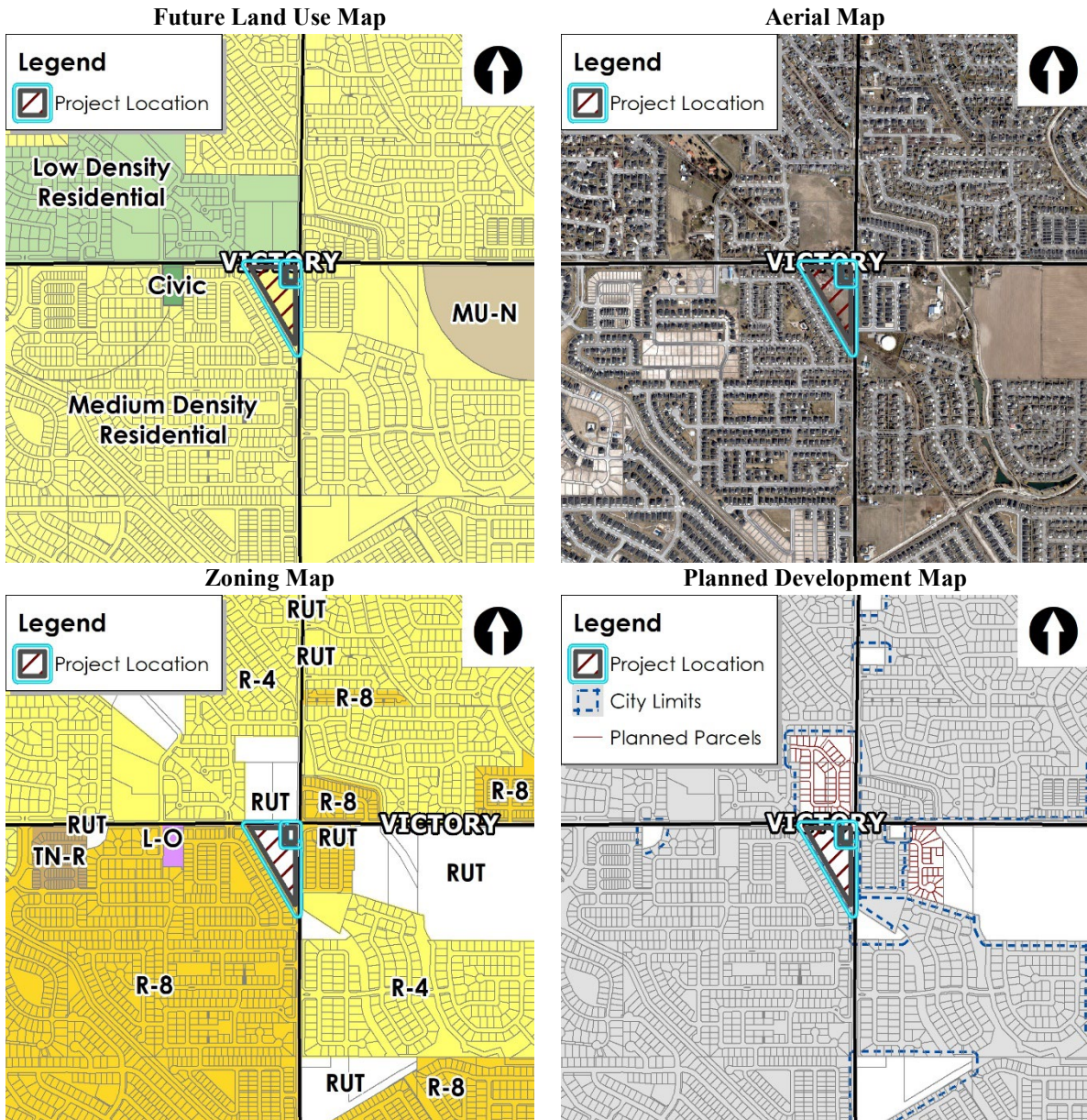
Description	Details	Page
Amenities	3 amenities – Park #1 - a gazebo, picnic area, and sitting plaza; Park #2 - sitting area and pickleball court; and dog park with a sitting area.	
Physical Features (waterways, hazards, flood plain, hillside)	Tenmile Creek runs along the western property boundary with most of its easement on this property. A portion of the property within the easement shows area of flood hazard.	
Neighborhood meeting date; # of attendees:	November 3, 2022; 2 attendees.	
History (previous approvals)	In 2020, City Council denied the previous proposed project (AZ, PP, ALT, PS H-2020-0100)	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
- Staff report (yes/no) - Requires ACHD Commission Action (yes/no)	No No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Proposed access is from S. Locust Grove, an arterial. The proposed access is via a new private street and all internal roadways are proposed as private streets.	
Stub Street/Interconnectivity/Cross Access	No stub streets are proposed due to site constraints.	
Existing Road Network	E. Victory Road and S. Locust Grove Road, arterial streets, are existing with 2 travel lanes.	
Existing Arterial Sidewalks / Buffers	No	
Proposed Road Improvements	No road improvements are proposed by the Applicant due to all abutting right-of-way to the subject site being scheduled for widening by ACHD. The intersection of Locust Grove and Victory is to be a roundabout in 2022-23 with Locust Grove Rd. being widened to 5 lanes north of the intersection and Victory Road being widened to 3 lanes on either side of the intersection by 2025.	
Fire Service		
- Distance to Fire Station - Fire Response Time - Resource Reliability - Risk Identification - Accessibility	1.5 miles from Fire Station #4 Proposed development falls within the 5-minute response time goal. 74% (below the target rating of 80%) Risk Factor 2 – Residential with hazards; current resources would not be adequate to supply service to this project due to nearby waterway if a water emergency were to occur. The proposed project meets all required access, road widths, and turnarounds. The electric gate at the entrance shall have an Opticom device and a knox switch for back-up in case the Opticom device fails. All roads are fire lanes and shall be signed: No Parking Fire Lane” per the 1018 IFC and installed per ACHD standards.	
Police Service		
- Distance to Police Station - Response Time	No comments submitted.	

Description	Details	Page
• Accessibility		
• Additional Comments		
West Ada School District		
• Distance (elem, ms, hs)	No comments submitted.	
• Capacity of Schools		
• # of Students Enrolled		
Wastewater		
• Distance to Sewer Services	N/A	
• Sewer Shed	South Black Cat Trunk Shed	
• Estimated Project Sewer ERU's	See application	
• WRRF Declining Balance	13.98	
• Project Consistent with WW Master Plan/Facility Plan	YES	
• Additional Comments	▪ Flow is committed ▪ Ensure no sewer services pass through infiltration trenches.	
Water		
• Distance to Water Services	0'	
• Pressure Zone	4	
• Estimated Project Water ERU's	See application	
• Water Quality Concerns	None	
• Project Consistent with Water Master Plan	YES	
• Impacts/Concerns	▪ Water and Sewer in parallel require a 30' easement. ▪ The Water and Sewer need 10' separation and should be evenly spaced from the edge of the easement. ▪ Water mains by themselves require a 20' easement with Water main centered in the easement. ▪ Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences infiltration trenches, light poles etc.) are built within the utility easement. ▪ See mark-ups for additional comments.	

C. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant:

Steve Arnold, A-Team Land Consultants – 1785 Whisper Cove Avenue, Boise, ID 83709

B. Owner:

Butler Realty LLC – 1629 Main Street, Redwood City, CA 94063

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	4/19/2023	6/11/2023
Radius notification mailed to properties within 500 feet	4/14/2023	6/9/2023
Site Posting	4/17/2023	6/13/2023
Nextdoor posting	4/14/2023	6/8/2023

V. COMPREHENSIVE PLAN ANALYSIS

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

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

The proposed annexation area is an undeveloped corner of land with existing medium-density development to its west, east across Locust Grove, and north across Victory Road. Specifically, this parcel of land is at the southwest corner of Victory Road and Locust Grove Road. There is existing City of Meridian zoning to the west, east, and north located within the northeast corner of the same intersection. All existing development directly adjacent to the subject site is zoned R-8.

The proposed land use of single-family detached residential would be consistent with the existing surrounding dwelling units in the immediate area. Medium-Density Residential (MDR) allows gross densities of 3-8 units per acre; the Applicant is proposing a gross density of 2.96 du/ac. Staff finds that the proposed project meets the density requirements of the Comprehensive Plan.

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

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

“Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City” (2.01.01G). *The proposed R-8 zoning and proposed land use of single-family detached homes will contribute to the variety of housing options in this area and within the City as desired. Single-family detached homes currently surround the proposed development.*

“With new subdivision plats, require the design and construction of pathways connections, easy pedestrian and bicycle access to parks, safe routes to schools, and the incorporation of usable open space with quality amenities” (2.02.01A). *The Applicant is proposing a 5-foot sidewalk along S. Locust Grove Road that connects to the 10-foot pathway proposed on the northeast of S. Locust Grove and Victory Road. The 5-foot sidewalk proposed along S. Locust Grove Road is required to be a 10-foot wide pathway connection to the newly proposed pathway to be built by ACHD. In addition, the Applicant is proposing 5-foot sidewalks adjacent to the internal private streets with connections to the path along S. Locust Grove and Victory Roads. These connections create a continuous walking path through the development creating easy pedestrian and bicycle access within and outside of the proposed development.*

Despite the Ten Mile Creek qualifying as open space per the UDC, it is the majority of the proposed open space and is not an active open space area. The Applicant has not been able to enter into a license agreement with the irrigation district to beautify the creek but the code notes that this is one of the waterways encouraged to be left natural. There are other small pockets of

open space within this development that the Applicant can accommodate active uses and the Applicant has chosen to place them throughout the project to encourage use by all future residents; three of these areas are large enough to be qualified open space (meets the 50' x 100' requirement). Despite the inclusion of a large area of qualified open space in terms of the percentage of the site, Staff finds the proposed open space is in alignment with this policy.

“Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity” (6.01.02B). Due to the triangle shape of this parcel and its location being constrained directly by the Ten Mile Creek and two arterial streets, strict compliance with this policy is not feasible. There are no streets (public or private) stubbed to this property and this parcel also cannot stub to any other parcel due to these constraints. The Applicant is only proposing one access for the development and is locating it as far away from the intersection as physically possible. Despite not being able to comply with this policy, Staff acknowledges that only one access to an arterial is proposed. The access to Victory Rd. is for emergency access only.

“Require all new residential neighborhoods to provide complete streets, consistent with the Transportation and Land Use Integration Plan.” (2.02.01C). The Applicant is not proposing to construct complete streets with this development and therefore does not comply with this policy. Instead, the Applicant is proposing to construct private streets at their minimum standard width of 24 feet with a 5-foot attached sidewalk on both sides of the street along the main access road, shown as Compass Lane on the submitted plans. Both ACHD and the Applicant believe private streets are the preferred street type in this development because there is no opportunity for road connectivity to adjacent parcels due to the site constraints outlined above. The Applicant is not required to construct private streets and public streets would be accepted by the highway district if proposed as compliant with their standards. However, public streets require more right-of-way than private streets and if this were to be constructed with public roads instead, a redesign of the project would be required and would likely result in a large reduction in building lots and usable land.

“Annex lands into the corporate boundaries of the City only when the annexation proposal conforms to the City's vision and the necessary extension of public services and infrastructure is provided.” (3.03.03). The proposed development and use adhere to the vision established by the underlying future land use designation in that it should offer an additional housing option for the immediate area. Single-family detached homes are permitted in the R-8 zoning district. In addition, all infrastructure extensions will be paid for by the Applicant and not the taxpayers.

“Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00). The proposed site design provides maximum use of the land with the proposed residential dwelling types and should be compatible with the adjacent subject sites.

Staff finds this development to be generally consistent with Comprehensive Plan policies and objectives.

VI. STAFF ANALYSIS

NOTE: On May 4, 2023, the Planning and Zoning Commission continued this project to allow the Applicant the opportunity to address the recommended conditions of approval proposed by

Staff. Staff's analysis, exhibits, and conditions of approval have been updated to reflect the changes to the plans as required by the Commission and Staff.

A. ANNEXATION (AZ)

The applicant proposes to annex 7.69 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. The property is contiguous to City annexed land and is within the City's Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 21 single-family residential detached dwelling units at a gross density of 2.96 units per acre (see Sections VIII.B, E). The proposed use and density of the development are consistent with the MDR FLUM designation.

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 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):

~~**NOTE: Staff reached out to the Applicant last week to discuss recommended revisions to the plat and elevations prior to the Commission hearing. To date, Staff has not received a response back from the applicant. Based on the analysis below several of Staff's recommended revisions could significantly impact the layout of this development. If Commission wants to review the changes before making a recommendation to City Council, Staff recommends the Commission continue the application.**~~

The proposed preliminary plat consists of 21 building lots and 6 common lots on 7.08 acres of land in the proposed R-8 zoning district. Proposed lots range in size from 5,000 to 7,529 square feet (s.f.) (or 0.11 to 0.17 acres). The proposed gross density of the subdivision is 2.96 units per acre. The subdivision is proposed to develop in one phase as shown in Section VIII.B.

Existing Structures/Site Improvements: An existing home and outbuilding on the subject property are proposed to be removed with the development of this property. **Prior to the City Engineer's signature on the final plat, all existing structures are required to be removed.**

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

Private Streets/Access: Access for this development is proposed via a gated private street connection to S. Locust Grove in the southeast corner of the site aligning with E. Coastline St. on the east side of Locust Grove (the access into Tradewinds Subdivision). All private streets appear to meet UDC dimensional standards for width, number of units, and turnarounds. However, the private street standards prohibit connections to arterial roadways unless approved through alternative compliance. *Per UDC 11-3F-4.A.B.3, upon recommendation of the City Engineer and Fire Marshal, the Director may approve, or recommend approval of alternative design or construction standards when the applicant can demonstrate that the proposed overall design meets or exceeds the intent of the required standards of this Article and shall not be detrimental to the public health, safety, and welfare.*

Alternative Compliance (ALT) to the private street standards is requested due to the triangular shape bordered on two sides by arterial streets and on one side by the Ten Mile Creek. There is no opportunity for connectivity to any adjacent site lot and so ACHD prefers private streets within the development. Consequently, because private streets take less right-of-way than public streets and most notably because of the constraints just noted the Applicant agrees with this assessment and has proposed private streets throughout the development. Based on the analysis, the Director is supportive of the request for ALT for the proposed private streets within this development taking access from an arterial street.

City code requires that private streets are to be used in either a new or gated development and so the Applicant has proposed to construct a gated entry into the development. The proposed gate looks to meet the setback standard of 50-feet back from the ultimate edge of right-of-way per UDC 11-3F-4. ~~however, a turnaround should be depicted on the plat prior to the proposed gate to allow space for vehicles to turn around without having to back out on to Locust Grove Road.~~

The access point into the development does not meet ACHD district policy but they are modifying their policy to accommodate access into the development because it aligns with the access across Locust Grove Road. The Applicant is proposing to construct private streets that are 24' wide with 5' attached sidewalk along the perimeter lots within the development. The applicant is also providing a pedestrian connection to the 10-foot multi-use pathway along Locust Grove and connects with a bus stop location. Staff supports the proposed sidewalk layout to ensure adequate pedestrian access in the development except Staff believes an additional pedestrian connection to Locust Grove is necessary from near the center of development.

At the north end of the main street within the development (labeled as Compass Lane on the plat) the Applicant is proposing an emergency-only access to Victory Road. This access is required if more than 30 homes are to be constructed. Staff is not aware of the kind of emergency access proposed but Meridian Fire prefers bollard-type accesses for added efficiency in emergency situations; Meridian Fire has approved the requested preliminary plat for fire access, turnarounds, and road widths.

~~Additionally, the private street appears to encroach or prevent the Applicant from installing the 25-foot landscape buffer along Locust Grove Road which will require the Applicant to realign the private street outside of this area; this could result in the loss of a buildable lot and a decrease in the proposed open space.~~

Parking (UDC [11-3C](#)): Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence.

The proposed street sections (24 feet wide with attached sidewalk) of the private streets within the development, shown on the submitted preliminary plat, CANNOT accommodate parking on either side of the street. The entirety of the private streets will be required to be labeled as "No Parking," per the Meridian Fire recommendations. Each unit will be required to meet the off-street parking standards and Staff encourages the developer of this site to include provisions within their HOA bylaws that prohibit garages from being used as storage. This would help alleviate some of the parking issues seen throughout the City and especially in areas where no on-street parking is allowed.

The Applicant is also showing guest parking along the Compass Lane totaling 13 additional parking spaces. Lot 6, Block 3 is proposing 6 guest spaces, Lot 2, Block 2 is proposing 7 guest spaces, both are within a common lot, however staff is not qualifying these areas as open space.

Sidewalks (11-3A-17): Five-foot attached sidewalks are proposed along both sides of the main entrance and on one side of all internal private streets. Sidewalks are not required when constructing Private Streets. There is no existing sidewalk along Victory Road or Locust Grove; only a portion of a 510-foot sidewalk along the southeast of S. Locust Grove Road is proposed with this project because both arterial streets are currently under construction to be widened as part of the roundabout project at this intersection by ACHD, as stated above.

Detached sidewalks are required along arterial roadways per UDC 11-3A-17. The Applicant has already agreed to dedicate additional right of way to ACHD for the roundabout and future widening of Victory and Locust Grove. ACHD is requiring the Applicant to road trust for the sidewalk improvements as the roundabout and associated improvements will likely be constructed prior to construction of this site. In addition, this will ensure any improvements made by the Applicant will not have to be removed to make the planned roundabout improvements. The submitted plat does depict the intersection improvements currently under construction. However, ~~the applicant is proposing to construct a 510-foot wide detached sidewalk along a portion of Locust Grove Road consistent with the improvements ACHD is constructing. Staff recommends the applicant construct a 10-foot wide sidewalk along their entire portion of Lost Grove Road consistent with the improvements ACHD is constructing.~~

Landscaping (UDC 11-3B): A 25-foot wide street buffer is required adjacent to E. Victory and S. Locust Grove Roads, both are designated as arterial streets. This buffer should be landscaped per the standards listed in UDC 11-3B-7C and placed into a common lot that is at least 25 feet wide. In most cases this common lot should also contain the detached sidewalk required along all arterial roadways but in this case a portion of the sidewalk abutting this site will be built with the ACHD roundabout project. The Applicant is constructing the remaining portion of the sidewalk on the southeast property boundary adjacent to S. Locust Grove. The landscape plan depicts a 510-foot wide sidewalk connecting to the 10-foot wide sidewalk to be constructed by ACHD. ~~Staff recommends that the Applicant revise the landscape plan to depict a 10-foot wide sidewalk connection along S. Locust Grove Road; the added width to the sidewalk looks to diminish the 25-foot landscape buffer. Staff suggests that the Applicant detach the 10-foot sidewalk meandering it between the required landscape buffer and modifying the private street layout to meet the landscape buffer requirement 15 days prior to the City Council Hearing.~~

The submitted landscape plan and preliminary plat depict a landscaper buffer; the correct number of trees appear to be shown on the submitted landscape plans (see Section VIII.C). However, the width of the landscape buffers is not depicted on the landscape plan. The Applicant shall be required to submit revised plans that depict the width of the landscape buffers 15 days prior to the City Council Hearing. All required landscape buffers along streets shall be designed and planted with a variety of trees, shrubs, lawn, or other vegetative ground cover. Plant materials in conjunction with site design shall elicit design principles including rhythm, repetition, balance, and focal elements. Staff recommends the Applicant revise The landscape plans appears to meet the standards in UDC 11-3B-7 (Landscape buffers along streets). —See figures below.

~~A Tree Mitigation Plan should 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): A minimum of 15% (or 1.06 acres based on 7.08 acres) qualified open space is required to be provided in this development per the standards listed in UDC [11-3G-3](#).

An open space exhibit was submitted that depicts 2.22 acres of common open space for the development with 1.06 acres of this area as qualified open space (see Section VIII.D). The minimum amount of qualified open space required is 1.06 acres, approximately 46,174 square

feet. There are four (4) main open space areas proposed within Compass Pointe, the centralized common open space includes a sitting area and pickleball court; a pocket park near the entrance will have a gazebo with a picnic area, plaza, and sitting area; dog park with sitting area and wrought iron fencing; and linear open space along the northern boundary next to the Ten Mile Creek.

The open space for this development is vastly made up of the Ten Mile Creek easement (2.12 acres) and the arterial street buffers (22,315 square feet of qualifying area). All of this area is qualifying but the Ten Mile Creek will be left natural (no improvements) and will be a buffer and more of a visual amenity rather than usable open space for the development.

Due to the peculiar shape of this site, Staff finds the proposed open space meets the UDC code requirements; however, Staff recommends the Applicant submit a revised open space exhibit due to the modifications noted above – vehicle turnaround, and realigning the road to accommodate the 25-foot landscape buffer requirement. 15 days prior to the City Council Hearing.

Based on the area of the proposed plat, 7.08 acres, a minimum of one (1) qualified site amenity is required to be provided per the standards listed in UDC 11-3G-3C. The applicant has proposed three (3) qualifying amenities in multiple locations: gazebos, a picnic area, seating around small plazas, pickleball court with a seating area, and dog park.

The proposed amenities exceed the minimum UDC requirements and Staff finds them to be applicable for a community of this kind due to the variety of activity levels they can accommodate.

Waterways: The Ten Mile Creek runs along the western boundary of the site. The irrigation easement is depicted on the plat and no encroachments are allowed within the easement area. *The landscape plan depicts a landscape buffer that looks to be at 5-feet in width adjacent to the irrigation easement line on the landscape plan meeting the UDC standards. ~~The Applicant should depict the width of the landscape buffer on the landscape plan.~~*

Utilities (UDC 11-3A-21): Connection to City water and sewer services is required in accord with UDC 11-3A-21. The existing home proposed to remain on Lot 1, Block 2 is required to connect to City water and sewer service within 60 days of it becoming available as set forth in MCC [9-1-4](#) and [9-4-8](#).

Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances.

Fencing (UDC [11-3A-6](#), [11-3A-7](#)): All fencing is required to comply with the standards listed in UDC 11-3A-7. ***According to the submitted landscape plans, the Applicant is proposing three (3) types of fencing throughout the site, 6-foot vinyl solid fencing, 6-foot wrought iron fencing, and 4-foot wrought iron fencing.***

Fencing is shown on the landscape plan along the subdivision boundary, adjacent to the Ten Mile Creek, around the central open space lot along the northern portion of the site, and around the dog park. Fencing shown next to any open space shall be open-vision or semi-private fencing per UDC requirements. The landscape plan appears to be in compliance with this requirement.

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.

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: ~~One (1)~~ Two (2) conceptual building elevations ~~was~~ were submitted that demonstrate what future homes in this development will look like (see Section VIII.F); a two-story homes that includes a variation of materials with a two-car garage are proposed. *The submitted elevations depict a number of different architectural and design styles with field materials of lap siding, shake, differing color accents, roof profiles, and distinct window styles. Staff recommends that the Applicant add additional stone or brick accents to the front of the homes to provide more of a variation in materials. ~~and provide additional elevations for two-story and single-story homes.~~ Staff is recommending a condition of approval that the Applicant vary the build-to-lines along the northern boundary within the development to eliminate any monotonous wall plane; this should occur with every third structure showing a different wall plane.*

The Applicant ~~shall be required to submitted~~ revised/additional elevations ~~and as shown on Exhibit E~~ that demonstrates ~~ing~~ varying build-to-lines and elevations along the northern boundary. ~~that occur with every third structure within 15 days prior to the City 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 X in accord with the Findings in Section XI. The Director approved the alternative compliance and private street applications for this development.

B. The Meridian Planning & Zoning Commission heard these items on June 1, 2023. At the public hearing, the Commission moved to recommend approval of the subject Annexation & Zoning, Preliminary Plat, Private Streets and Alternative Compliance requests.

1. Summary of Commission public hearing:

- a. In favor: Steve Arnold, A Team Land Consultants
- b. In opposition: None
- c. Commenting: Steve Arnold, A Team Land Consultants
- d. Written testimony: None
- e. Staff presenting application: Stacy Hersh, Associate Planner
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

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

- a. None

4. Commission change(s) to Staff recommendation:

- a. None

5. Outstanding issue(s) for City Council:

- a. None

C. The Meridian City Council heard these items on June 27, 2023. At the public hearing, the Council moved to approve the subject Annexation, Zoning, Preliminary Plat, ALT, and Private Street requests.

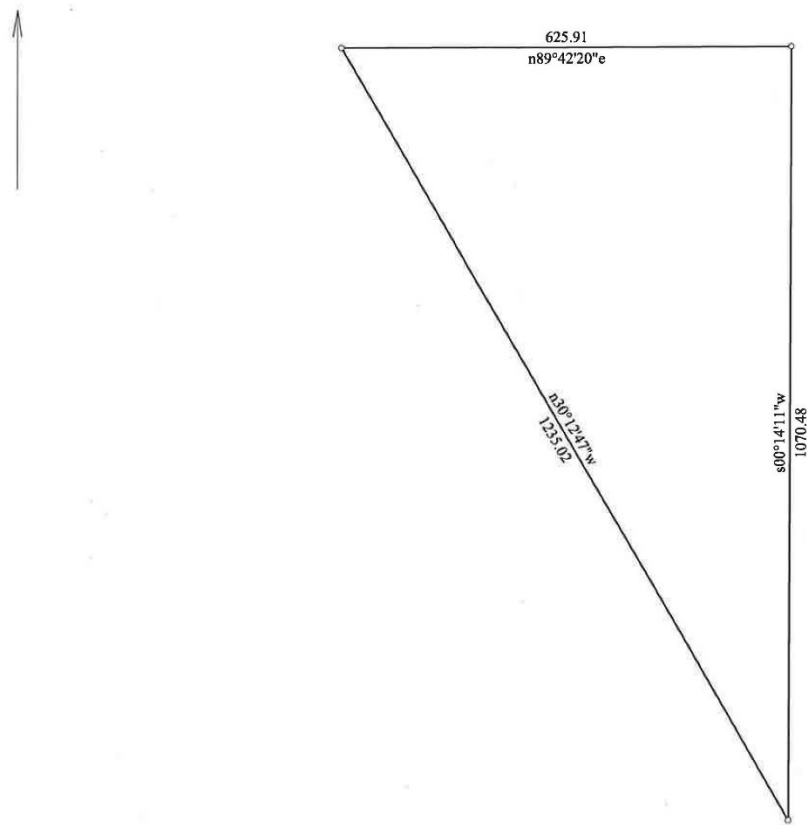
1. Summary of the City Council public hearing:

- a. In favor: Steve Arnold, A Team Land Consultants
- b. In opposition: None
- c. Commenting: Steve Arnold, A Team Land Consultants
- d. Written testimony: None

- e. Staff presenting application: Stacy Hersh, Associate Planner
- f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. Concerns with overflow parking and delivery trucks
- 4. City Council change(s) to Commission recommendation:
 - a. None

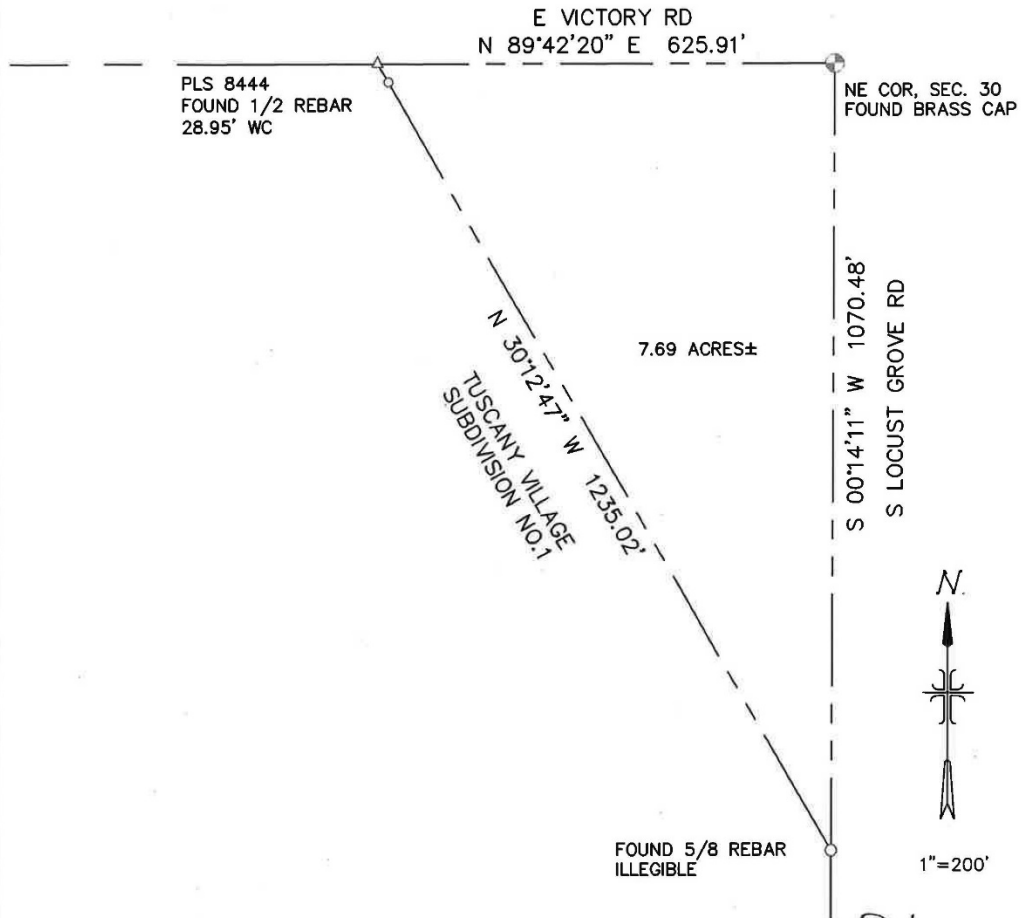
VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



Title:		Date: 05-19-2020
Scale: 1 inch = 200 feet	File: COMPASS POINTE SUB REZONE ANNEXATION.des	
Tract 1: 7.690 Acres: 334998 Sq Feet: Closure = s72.0359w 0.00 Feet: Precision >1/999999: Perimeter = 2931 Feet		
001=s00.1411w 1070.48		003=n89.4220e 625.91
002=n30.1247w 1235.02		

EXHIBIT MAP OF
COMPASS POINTE SUBDIVISION
RE-ZONE & ANNEXATION
A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30,
T. 3 N., R 1 E., B.M.,
CITY OF MERIDIAN, ADA COUNTY, IDAHO
2020

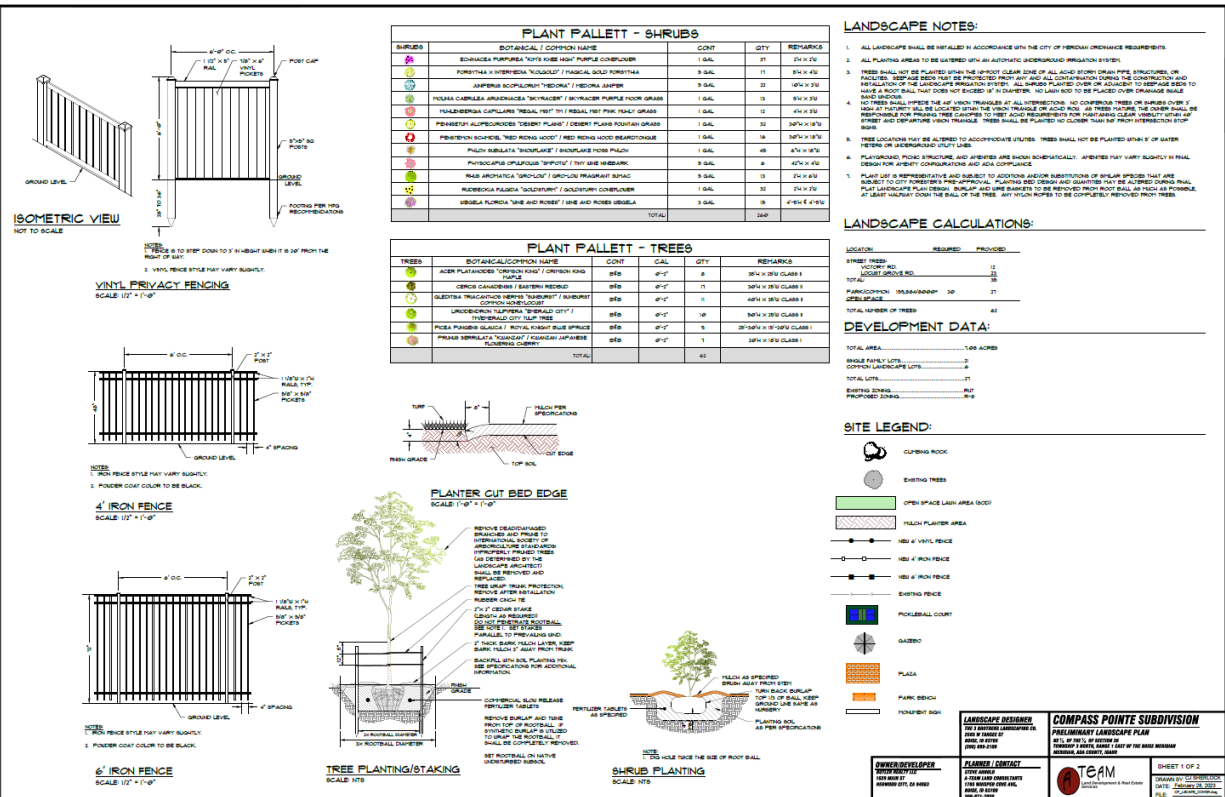


**DAVID EVANS
AND ASSOCIATES INC.**

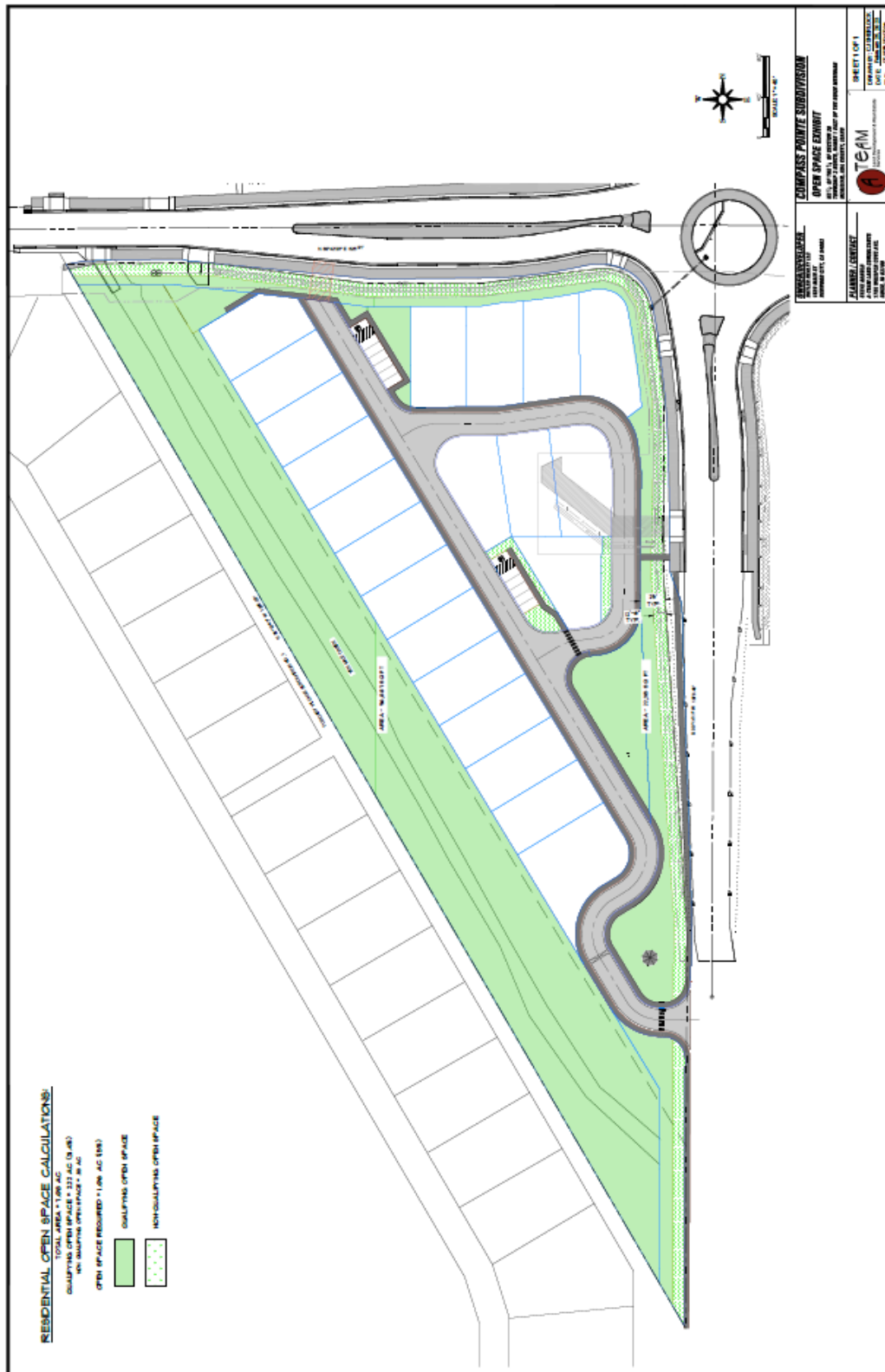
9179 W Black Eagle Dr
Boise Idaho
Phone: 208-585-5858



[illegible]



D. Open Space Exhibit (dated: 2/25/2023) (NOT APPROVED)



COMPASS POINTE SUBDIVISION
3245 S. LOCUST GROVE RD.
MERIDIAN, ID 83642

TEAM
 (architect logo)
 ARCHITECTS

TOWNHOMES 1 ELEVATIONS

Project Number: COMPASS POINTE 001
 Date: 10/20/2021 2:00 PM
 Location: 3245 S. LOCUST GROVE RD.
 Drawn by: J. HARRIS
 Scale: 3/8" = 1'-0"



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. 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 approved Preliminary Plat, Landscape Plan, common open space/site amenity exhibit and conceptual building elevations for the development included in Section VIII and the provisions contained herein.
 - b. The entire frontage improvements along E. Victory Road and S. Locust Grove Road shall be completed with the first phase of development, except for a portion of the required sidewalks, per the conditions of approval by ACHD.
 - c. A final plat application shall not be submitted until the intersection improvements are substantially complete.
2. ~~At least fifteen (15) days prior to the City Council hearing,~~ The preliminary plat included in Section VIII.B, dated 3/7/2023, shall be revised as follows:
 - a. ~~Revise the plat to depict a vehicle turnaround prior to the proposed entry gate to allow space for vehicles to back up.~~
 - b. ~~Revise the plat to show varying build to lines along the northern boundary within the development to eliminate any monotonous wall plane; this shall occur with every third structure showing a different wall plane.~~
 - c. ~~Revise the plat to show the addition of a sidewalk connection to E. Victory Road from Compass Lane.~~
 - d. ~~Revise the plat to replace the proposed 5 foot wide sidewalk with a 10 foot wide sidewalk along S. Locust Grove Road connecting to the 10 foot wide sidewalk to be constructed by ACHD.~~
 - e. ~~Revise the plat to show six (6) common lots instead of 7.~~
 3. ~~At least ten (15) days prior to the City Council hearing,~~ The landscape plan included in Section VIII.C, dated 3/1/2023 shall be revised as follows:
 - a. ~~Depict a turnaround prior to the proposed entry gate to allow space for vehicles to back up.~~
 - b. ~~Depict the width of the 25 foot wide landscape buffers along S. Locust Grove Road and E. Victory Road as well as the buffer width adjacent to the Ten Mile Creek.~~
 - c. ~~Revise the landscape plan to show the addition of a sidewalk connection to E. Victory Road from Compass Lane.~~
 - d. ~~Revise the landscape plan to replace the proposed 5 foot wide sidewalk with a 10 foot~~

~~wide sidewalk along S. Locust Grove Road connecting to the 10-foot wide sidewalk to be constructed by ACHD.~~

- ~~c. Revise the landscape plan to meet the landscape buffer requirements in UDC 11-3B-7C.~~
 - ~~f. 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.~~
 - ~~g. Revise the open space exhibit to reflect the required vehicle turnaround, and realignment of the road to accommodate the 25-foot landscape buffer requirement.~~
- 4. The Applicant shall vary the build-to-lines along the northern boundary within the development to eliminate any monotonous wall plane; this should occur with every third structure showing a different wall plane as shown on Exhibit E.
 - 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. The Director has approved the Alternative Compliance Requests to the private street requirements in UDC 11-3F-4A.2.
 - 7. 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.
 - 8. The Applicant shall comply with all ACHD conditions of approval.
 - 9. Prior to the City Engineer's signature on the final plat, all existing structures shall be removed.
 - 9. ~~Prior to the Commission hearing, provide an Exhibit demonstrating how future homes along the proposed "Compass Lane" will provide variation in building setbacks to contribute to an attractive streetscape (this shall occur with every third structure).~~
 - 10. ~~Submit revised elevations that include a mix of stone and/or brick and provide additional elevations for two-story and single-story homes prior to the Commission hearing.~~
 - 11. The Ten Mile Creek that resides along the western boundary of the subject site shall be protected during construction.
 - 12. The Applicant shall comply with and maintain all applicable standards for the proposed Private Streets as outlined in UDC 11-3F.
 - 13. "No Parking" signs shall be erected on both sides of the private streets throughout the development; coordinate with Joe Bongiorno of the Fire Department if you have any questions regarding this condition.
 - 14. All fencing is required to comply with the standards listed in UDC 11-3A-7.
 - 15. 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.
 - 16. 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

- 1.1 Connect the Compass Lane water main north to the water main in Victory Road.
- 1.2 At the end of Navigation Road, provide a meter pit for a 1" service and a 4" sleeve to the northeast at the proposed edge of the future roundabout. This will be used for a future water service to the roundabout for landscaping.
- 1.3 Horizontal separation between water and sewer mains must be a minimum of 10 feet.
- 1.4 Water main must be a minimum of 4 feet from all curb/gutter.
- 1.5 Call out the removal of all water blow-offs.
- 1.6 Water and Sewer mains in parallel require a 30 feet easement. Water and sewer need 10 feet separation and should be evenly spaced from the edge of the easement. Water mains by themselves need a 20 feet easement with the water main centered in the easement.
- 1.7 Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easements.
- 1.8 A street light plan will need to be included in the final plat application. Street light plan requirements are listed in section 6-7 of the City's Design Standards. A streetlight future installation agreement will be required for the streetlights on Locust Grove and Victory. Locust Grove and Victory are scheduled to be improved by ACHD and streetlights will be installed during the improvements. Contact the Transportation and Utility Coordinator for additional information.
- 1.9 The geotechnical investigative report prepared by SITE Consulting, LLC dated April 6, 2020, indicates some specific construction considerations and recommendations. The applicant shall be responsible for the **strict adherence of these considerations and recommendations** to help ensure that homes are constructed upon suitable bearing soils, and that groundwater does not become a problem with home construction.

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 12-13-8.3). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
- 2.5 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 existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9 4 8 contact the City of Meridian Engineering Department at (208)898-5500 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources Contact Robert B. Whitney at (208)334-2190.
- 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 All grading of the site shall be performed in conformance with MCC 11-12-3H.
- 2.17 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.

- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 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.
- 2.22 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.
- 2.23 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 (MFD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=293278&dbid=0&repo=MeridianCity>

D. POLICE DEPARTMENT (MPD)

No comments received.

E. COMMUNITY DEVELOPMENT SCHOOL IMPACT TABLE

No comments received.

F. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=293549&dbid=0&repo=MeridianCity>

G. CENTRAL DISTRICT HEALTH DEPARTMENT (CDH)

No comments received.

H. ADA COUNTY DEVELOPMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294149&dbid=0&repo=MeridianCity>

I. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=297975&dbid=0&repo=MeridianCity&cr=1>

J. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294154&dbid=0&repo=MeridianCity&cr=1>

K. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294810&dbid=0&repo=MeridianCity>

X. FINDINGS

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

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

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

Commission finds the proposed zoning map amendment to R-8 and proposed residential uses are consistent with the Comprehensive Plan, if all provisions of the Development Agreement and conditions of approval are complied with.

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

Commission finds the proposed zoning map amendment will allow for the development of single-family detached homes which will contribute to the range of housing opportunities available within the City and especially in the area immediate to this site, consistent with the Comprehensive Plan, and the purpose statement of the residential district.

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

Commission finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare.

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

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

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

Commission finds the proposed annexation is in the best interest of the City per the Analysis in Section VI.

B. Preliminary Plat Findings:

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;**

Commission finds that the proposed plat, with Staff's recommendations, is in substantial compliance with the adopted Comprehensive Plan in regard to land use, density, transportation, and pedestrian connectivity. (Please see Comprehensive Plan analysis and other analysis in Section V and Section VI of this report for more information.)

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

Commission finds that public services will be provided to the subject property with development. (See Section IX 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, Commission 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;**

Commission finds there is public financial capability of supporting services for the proposed development based upon comments from the public service providers (i.e., Fire, DEQ, Ada County Development, etc.). (See Section IX for more information.)

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

Commission is not aware of any health, safety, or environmental problems associated with the platting of this property. ACHD considers road safety issues in their analysis and approves of the project with specific conditions of approval relating to the scheduled road improvements adjacent to the subject site.

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

The Applicant is preserving the Ten Mile Creek that resides on the subject property; therefore, Commission finds the Applicant meets this finding.

C. Private Street Findings:

In order to approve the application, the Director shall find the following:

1. The design of the private street meets the requirements of this Article;

The design of the proposed private streets complies with the standards listed in UDC 11-3F-4; except for the required turnaround prior to the entry gate. See analysis in Section VI for more information.

2. Granting approval of the private street would not cause damage hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity; and

Commission does not anticipate the proposed private streets would cause any hazard, nuisance or other detriment to persons, property or uses in the vicinity if they are designed as proposed and constructed in accord with the standards listed in UDC 11-3F-4B.

3. The use and location of the private street shall not conflict with the comprehensive plan and/or the regional transportation plan.

The location of the private streets does not conflict with the Comprehensive Plan and/or the regional transportation plan despite needing Alternative Compliance for its connection directly to an arterial street. With the constraints detailed and analyzed for this development, Staff finds that local street access has been provided via a private street.

4. The proposed residential development (if applicable) is a mew or gated development.

The Applicant is proposing to construct the residential development as a gated community and so, Commission finds this development in compliance with this finding.

D. Alternative Compliance:

In order to grant approval for alternative compliance to allow Private Streets directly off an arterial, the director shall determine the following findings:

1. Strict adherence or application of the requirements is not feasible; OR

Access to this development is provided by a private street and the UDC restricts access to both Victory Road and Locust Grove Road, arterial streets. There are no available local street connections to the subject property due to it being a triangle shape bordered on two sides by arterial streets and the other by the Ten Mile Creek. Because the property is not served by public local street streets and any public street would not be able to be extended to any adjacent property, the Director finds strict adherence to the UDC is not feasible and approves the request for the private streets to directly connect to S. Locust Grove Road, an arterial street.

2. The alternative compliance provides an equal or superior means for meeting the requirements; and

The Director finds the development proposed by the applicant as a whole provides an equal or superior means for meeting the requirements in that it contributes to the unique character of the area and provides diversity in housing types available within the City.

3. The alternative means will not be materially detrimental to the public welfare or impair the intended uses and character of the surrounding properties.

The Director finds that the proposed alternative means will not be detrimental to the public welfare or impair the intended use/character of the surrounding properties and will contribute to the character and variety of housing types in this area of the City.