

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **Marquita M. Flansburg, OWNER/DEVELOPER**
 3. **Theresa Charlayne Call, 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 **Marquita M. Flansburg**, whose address is 2986 W. Deerfield Court, Eagle, Idaho, 83616, and **Theresa Charlayne Call**, whose address is 4723 Bluff Street, Norco, California 92860, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owners are the sole owners, 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 submitted an application for annexation and zoning of 2.77 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 annexation and zoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 25th 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 Owners/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Marquita M. Flansburg**, whose address is 2986 W. Deerfield Court, Eagle, Idaho, 83616, and **Theresa Charlayne Call**, whose address is 4723 Bluff Street, Norco, California 92860, hereinafter called OWNER/DEVELOPER, the parties that own and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

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

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
 - a. Future development of this site shall be generally consistent with the preliminary plat, common driveway exhibit, landscape plan and conceptual building elevations 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 existing home shall connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.
 - c. The address of the existing home shall change with development of the subdivision.
 - d. A 10-foot wide detached sidewalk/multi-use pathway shall be provided within the required street buffer along N. Black Cat Rd.
 - e. A new garage with a minimum of two (2) parking spaces shall be constructed for the existing home in accord with the off-street parking standards listed in UDC Table 11-3C-6 for single-family detached dwellings. The garage shall be constructed prior to City Engineer signature on the final plat.
 - f. The rear and/or sides of new homes facing N. Black Cat Rd. shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets.
 - g. All homes shall be limited to a single-story in height with a bonus room above the garage with all bonus room windows facing the front of the lots as proposed by the Developer.
 - h. All homes shall include brick/stone veneer accents on the street-facing elevations.
 - i. A license agreement shall be required with Nampa & Meridian Irrigation District in order for future structures (homes and/or fences) on Lots 7 and 9-12, Block 1 to encroach within the 50-foot wide Sky Pilot Drain easement, measured from centerline of the pipe.

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

OWNERS/DEVELOPERS:

Marquita M. Flansburg
2986 W. Deerfield Ct.
Eagle, ID 83616

Theresa Charlayne Call
4723 Bluff St.
Norco, CA 92860

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]

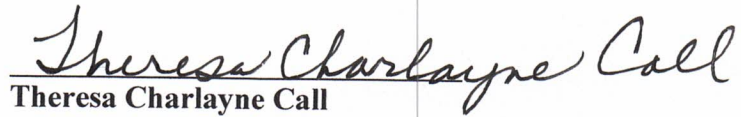
ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:


Marquita M. Flansburg

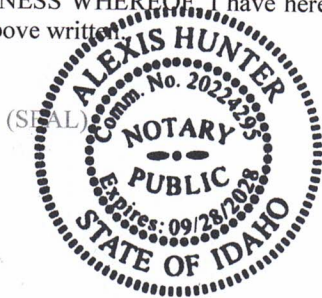
OWNER/DEVELOPER:

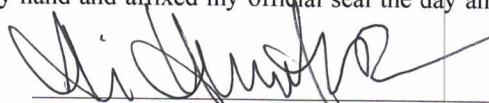

Theresa Charlayne Call

STATE OF Idaho)
County of Ada) : ss:

On this 1st day of January, ²⁰²⁴~~2023~~, before me, the undersigned, a Notary Public in and for said State, personally appeared **Marquita M. Flansburg**, known or identified to me to be the person who signed above and acknowledged to me that they executed the same.

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



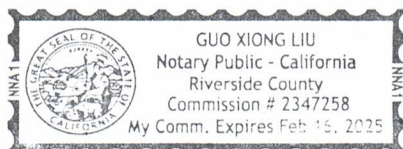

Notary Public
My Commission Expires: 9/28/28

STATE OF CALIFORNIA
County of RIVERSIDE : ss:

On this 12th day of JANUARY, ²⁰²⁴~~2023~~, before me, the undersigned, a Notary Public in and for said State, personally appeared **Theresa Charlayne Call**, known or identified to me to be the person who signed above and acknowledged to me that they executed the same.

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

(SEAL)




Notary Public
My Commission Expires: FEB 16, 2025

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

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

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

Julia Subdivision Legal Description

A parcel of land, situate in the Southeast 1/4 of the Northeast 1/4 Section 4, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING East 1/4 Corner of Section 4, thence along the northerly boundary of the Turnberry Subdivision No.1, recorded in book 77 of plats at pages 8012-8013, North 89°22'47" West, 243.00 feet to the easterly boundary of Tricia's Crossing, recorded in book 90 of plats at pages 10615-10617, monumented by a found 5/8-inch pin, set cap stamped PLS8575;

Thence along said easterly boundary, North 57°58'01" West, 506.12 feet to the southerly boundary of Tricia's Subdivision No.2, recorded in book 83 of plats at pages 9185-9186, monumented by a found 5/8-inch pin with plastic cap stamped "PLS7732";

Thence along said southerly boundary, South 89°18'48" East, 675.00 feet to the easterly boundary of Section 4;

Thence along said easterly boundary, South 00°37'59" West, 263.01 feet to the **POINT OF BEGINNING**.

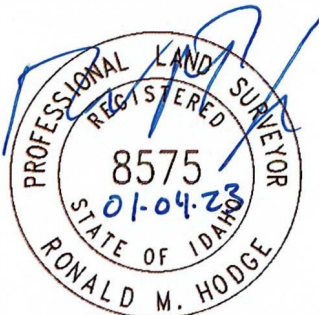
Containing 2.774 acres, more or less.

The **BASIS OF BEARINGS** for this survey is between the north 1/16 Corner of Section 4 monumented with a 5/8-inch pin and surmounted with a plastic cap marked "PLS7732", and the East 1/4 Corner of Section 4 monumented as described in Corner Record Instrument No. 102151375, bearing South 00°37'59" West, 1,325.62 feet.

Prepared by:

Ronald M. Hodge, PLS

Survey Department Manager



RMH:trc

○ N 1/16th
Corner



S00° 37' 59"W 263.01'

Point of
Beginning
CR 102151375

LEGEND

SCALE: 1" = 80'

Annexation Boundary
Section line
R/W
Right-of-Way line
Record lot line

S22023-03 Preplat.dwg

HMH ENGINEERING

(208) 342-7957

EXHIBIT B

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



In the Matter of the Request for Annexation of 2.77-Acres of Land with an R-8 Zoning District; and Preliminary Plat Consisting of 10 Building Lots and Five (5) Common Lots on 2.77-Acres of Land in the R-8 Zoning District for Julia Subdivision, by Hesscomm Corporation.

Case No(s). H-2023-0003

For the City Council Hearing Date of: July 11, 2023 (Findings on July 25, 2023)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 11, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of July 11, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of July 11, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 11, 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 July 11, 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 & zoning and preliminary plat is hereby approved with the requirement of a Development Agreement per the provisions in the Staff Report for the hearing date of July 11, 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 July 11, 2023

By action of the City Council at its regular meeting held on the 25th day of July, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

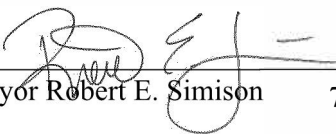
VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

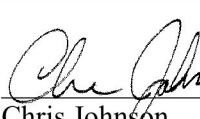
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 7-25-2023

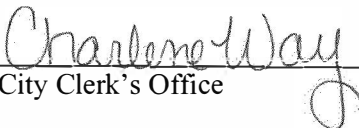
Attest:



Chris Johnson 7-25-2023
City Clerk



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

By:  _____ Dated: 7-25-2023
City Clerk's Office

STAFF REPORT	
COMMUNITY DEVELOPMENT DEPARTMENT	

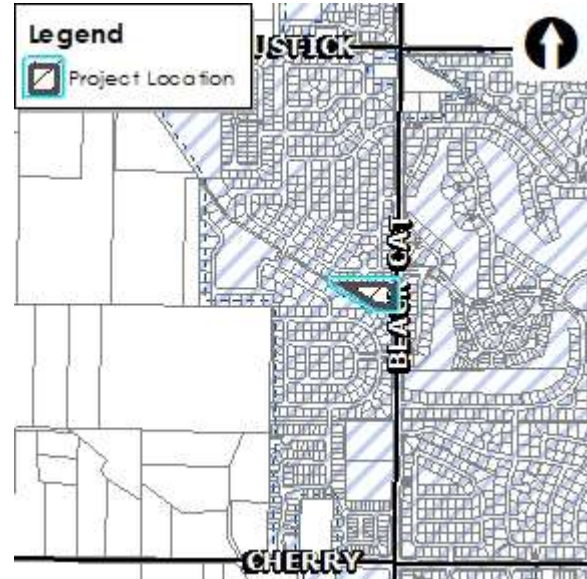
HEARING DATE: July 11, 2023

TO: Mayor & City Council

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

SUBJECT: Julia Subdivision – AZ, PP
[H-2023-0003](#)

LOCATION: 2435 N. Black Cat Rd., in the NE 1/4 of
Section 4, T.3N., R.1W. (Parcel
#S1204141840)



I. PROJECT DESCRIPTION

Annexation (AZ) of 2.77 acres of land with an R-8 zoning district; and preliminary plat (PP) consisting of 10 buildable lots and 5 common lots on 2.77 acres of land in the R-8 zoning district for Julia Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	2.77 acres
Future Land Use Designation	Medium Density Residential (MDR)
Existing Land Use	Rural residential
Proposed Land Use(s)	Single-family detached dwellings
Current Zoning	Rural Urban Transition (RUT) in Ada County
Proposed Zoning	R-8 (Medium Density Residential)
Lots (# and type; bldg/common)	10 building/5 common
Phasing plan (# of phases)	1
Number of Residential Units (type of units)	10 single-family detached units, including one existing home
Density (gross & net)	3.61 units/acre (gross)
Open Space (acres, total [%] / buffer / qualified)	0.59-acre (or 22%) consisting of street buffer, open space with pathways and a storm drainage area.
Amenities	NA
Physical Features (waterways, hazards, flood plain, hillside)	The Sky Pilot drain runs along the south & west boundaries of the site

Neighborhood meeting date	1/4/23
History (previous approvals)	None

B. Community Metrics

Description	Details
Ada County Highway District	
• Staff report (yes/no)	Yes
• Requires ACHD Commission Action (yes/no)	No
• TIS (yes/no)	No (not required)
• Level of Service (LOS)	Better than “E” at PM peak hours, which is an acceptable LOS for a 2-lane minor arterial (Black Cat).
• Existing Conditions	There is one existing driveway serving the existing home via N. Black Cat Rd.
• CIP/IFYWP	Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP): • Ustick Road is scheduled in the IFYWP for a corridor improvement project: Ustick Corridor B, which includes widening the north and south legs to 7-lanes and the east and west legs to 6-lanes from Black Cat Road to Star Road and constructing enhanced pedestrian/ bike facilities and intersection lighting with design scheduled for 2025. • Black Cat Road is listed in the CIP to be widened to 5-lanes from Cherry Lane to Ustick Road between 2031 and 2035. • The intersection of Cherry Lane and Black Cat Road is listed in the CIP to be widened to 4-lanes on the north leg, 4-lanes on the south, 4-lanes east, and 4-lanes on the west leg, and includes the construction of a dual-lane roundabout between 2031 and 2035. • The intersection of Ustick Road and Black Cat Road is listed in the CIP to be widened to 7-lanes on the north leg, 7-lanes on the south, 6-lanes east, and 6-lanes on the west leg, and signalized between 2026 and 2030.

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Two (2) accesses exist via Black Cat Rd., an arterial street – (1) for the existing home and (1) for the Irrigation District. The residential access will be removed with development and access will be provided via the extension of Julia Street from the north; no direct access is proposed via Black Cat Rd.
Proposed Road Improvements	No improvements are proposed or required for Black Cat Rd. ACHD is requiring an additional 50-feet of right-of-way (ROW) to be dedicated for future expansion of the road.
Fire Service	<i>No comments received</i>
Police Service	<i>No comments received</i>

West Ada School District	<i>No comments received</i>
Wastewater	
• Distance to Sewer Services	Directly adjacent
• Sewer Shed	
• Estimated Project Sewer ERU's	
• WRRF Declining Balance	
• Project Consistent with WW Master Plan/Facility Plan	
• Impacts/Concerns	
Water	
• Distance to Services	Directly adjacent
• Pressure Zone	
• Estimated Project Water ERU's	See application
• Water Quality Concerns	None

- Project Consistent with Water Master Plan

Yes

C. Project Maps

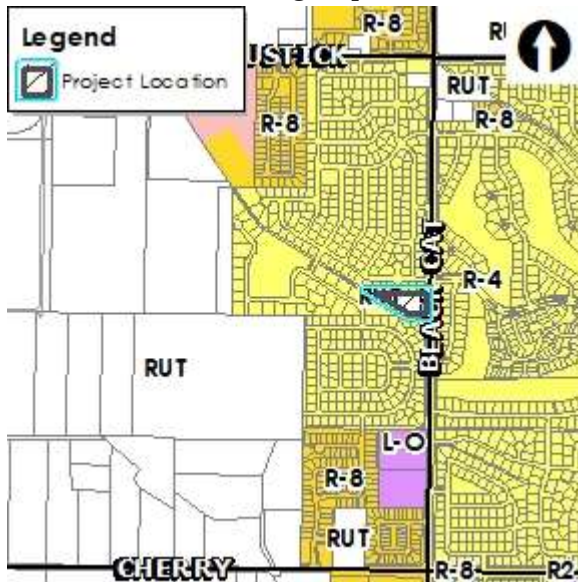
Future Land Use Map



Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant:

Bruce Hessing, Hesscomm Corp. – 2338 W. Boulder Bar Dr., Meridian, ID 83646

B. Owners:

Marquita M. Flansburg – 2986 W. Deerfield Ct., Eagle, ID 83616

Theresa Charlayne Call – 4723 Bluff St., Norco, CA 92860

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	5/3/2023	6/25/2023
Radius notification mailed to property owners within 300 feet	4/28/2023	6/23/2023
Public hearing notice sign posted on site	5/5/2023	06/27/2023
Nextdoor posting	4/28/2023	6/23/2023

V. COMPREHENSIVE PLAN ANALYSIS

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

The subject property is an enclave surrounded by single-family homes zoned R-4 (Medium Low-Density Residential) in the City on land also designated MDR on the FLUM. The Applicant proposes a 10-lot subdivision for single-family residential detached homes at a gross density of 3.61 units per acre, which is at the low end of the desired density range of the MDR designation and compatible with adjacent development.

TRANSPORTATION: The Master Street Map (MSM) does not depict any collector streets across this property. North Black Cat Rd. along the eastern boundary of this site is designated as a residential arterial street and is listed in the ACHD CIP to be widened from 3- to 5-lanes between 2031 and 2035. Black Cat Rd. is currently improved with 2 travel lanes (one in each direction) and has no curb, gutter or sidewalk.

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

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

The proposed single-family detached dwellings in a mix of sizes will contribute to the variety of housing options in this area and within the City as desired.

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

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

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

The proposed site design with larger lot sizes abutting similar size lots to the west in Tricia’s Crossing and to the south in Turnberry Subdivision will provide a good transition in density and lot sizes to abutting parcels. The lots proposed along the north boundary are narrower/smaller than

those to the north in Tricia's Subdivision and have approximately a 1.5:1 transition, which should be adequate.

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

The proposed and existing adjacent uses are all single-family detached residential homes, which should be generally compatible with each other, thereby reducing conflicts and maximizing use of land.

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

Development of the subject infill property should not negatively impact abutting existing development due to the similar lots sizes and density proposed. (This development is not downtown.)

- “Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development.” (3.03.03A)

The proposed development, including the existing home, will connect to City water and sewer systems with development of the subdivision; services are required to be provided to and through this development in accord with current City plans.

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

A pedestrian pathway is proposed from the internal cul-de-sac to the proposed sidewalk along N. Black Cat Rd. and a segment of the City's multi-use pathway system is proposed along the southern boundary of the site in accord with the Pathways Master Plan. The sidewalk along Julia Ave. will provide a pedestrian connection to the development to the north. There are no pedestrian pathway stubs to this property from adjacent developments.

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

Urban sewer and water infrastructure and curb, gutter (along Julia Ave only) and sidewalks (along both Julia Ave and Black Cat) are required to be provided with development of the subdivision.

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

With redevelopment of the site, the existing home is required to connect to City water and sewer service and the existing septic system and well should be abandoned.

- “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)

There is currently one (1) access point on N. Black Cat Rd. for this property (and an irrigation access). With development, this access will be closed and access will be provided internally from within the subdivision via the extension of N. Julia Ave. from the north.

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

Development of the subject infill parcel will maximize public services.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 2.77 acres of land with an R-8 zoning district and develop the site with single-family homes at a gross density of 3.61 units per acre, consistent with the MDR FLUM designation as discussed above in Section V.

A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with nine (9) new single-family residential detached dwellings and retention of the existing home (see Section VIII).

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. **To ensure the subject property develops as proposed, Staff recommends a DA is required with the provisions discussed herein and included in Section IX.A.**

B. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 10 building lots and five (5) common lots on 2.77 acres of land in the proposed R-8 zoning district as shown in Section VIII.B. Proposed buildable lots range in size from 4,151 square feet (s.f.) (or 0.10 acre) to 12,671 s.f. (or 0.29 acre). The subdivision is proposed to develop in one (1) phase.

Existing Structures/Site Improvements: There is an existing home and several other structures on the property. The existing home is proposed to remain on Lot 4, all other structures are proposed to be removed. **Prior to the City Engineer’s signature on the final plat, all existing structures that don’t comply with the setbacks of the district shall be removed. A new address will be required for the existing home.**

Dimensional Standards (UDC 11-2): The proposed plat, existing home and subsequent development is required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. The proposed lots comply with the minimum dimensional standards. The existing home complies with the setback requirements of the district. **Note #11 on the preliminary plat pertaining to building setbacks should be removed as compliance with the setbacks in effect at the time of submittal of a building permit is required. Note #9 stating building setbacks and dimensional standards shall be in accord with the standards in effect at the time of subdivision should be changed to building permit submittal.**

Subdivision Design & Improvement Standards: The proposed subdivision is required to comply with the design and improvement standards listed in UDC [11-6C-3](#).

Access: There are two (2) existing accesses via Black Cat Rd., an arterial street – (1) for the existing home and (1) for the Irrigation District. The driveway for the existing home will be removed and the driveway for the Irrigation District will remain.

Access is proposed via the extension of N. Julia Ave. at the north boundary of the site, which terminates in a cul-de-sac; direct access is not proposed or allowed via N. Black Cat Rd. A common driveway is proposed for access to Lots 12-14. A exhibit for the common driveway was submitted as shown in Section VIII that complies with the standards listed in UDC [11-6C-3D](#). **A perpetual ingress/egress easement shall be filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. A copy of such should be submitted with the final plat for City Engineer signature; or, a plat note could be included on the plat that includes this information.**

Landscaping: A 25-foot wide street buffer is required along N. Black Cat Rd., an arterial street, per UDC [Table 11-2A-6](#), measured from *ultimate* back of curb location. A buffer is depicted on the landscape plan that appears to meet this requirement. **The buffer should be depicted on the plat in a common lot as proposed with landscaping per the standards listed in UDC [11-3B-7C.3](#).**

Landscaping, including trees and bushes, is required along all pathways in accord with the standards listed in UDC [11-3B-12C](#) and should be depicted on the landscape plan submitted with the final plat application. A landscape strip a minimum of 5-feet wide is required to be provided along each side of the pathway; designs are encouraged in which the width of the landscape strip varies to provide additional width to plant trees farther from the pathway to prevent root damage (see UDC 11-3B-12C for more information). *Note: If there is not adequate room outside of the Irrigation District's easement to place trees along the pathway, alternative compliance may be requested to this standard.*

There are several existing trees on the site – where possible, existing trees should be retained. Mitigation is required in accord with the standards listed in UDC [11-3B-10C.5](#); calculations demonstrating compliance with the aforementioned standards should be depicted on the landscape plan.

Common Open Space & Site Amenities (UDC [11-3G-3](#)): Because the site is below 5-acres in size, common open space and site amenities are not required per UDC [11-3G-2](#). However, the applicant is proposing 0.59-acre (or 22%) of open space consisting of street buffer, open space with pathways and a storm drainage area.

Pathways: All pathways should be constructed in accord with the standards listed in UDC [11-3A-8](#). A multi-use pathway is proposed along the southern boundary of the site in accord with the Pathways Master Plan. A 14-foot wide public pedestrian easement is required for the pathway (see Park's Dept. comments in Section IX.G). A micro-pathway is proposed out to Black Cat from the Julia cul-de-sac.

Sidewalks ([11-3A-17](#)): Five-foot wide detached sidewalks are typically required within street buffers along arterial streets. **However, because ACHD is changing policy to require detached 10-foot wide multiple-use pathways (MUP) in lieu of on-street bike lanes for roadways identified for improvement in the CIP, Staff recommends a 10-foot wide MUP is required as a provision of the development agreement.**

Parking: Off-street parking is required to be provided for each home based on the total number of bedrooms per unit as set forth in UDC [Table 11-3C-6](#). **Because the garage for the existing home is proposed to be removed, Staff recommends a provision in the DA requiring a minimum 2-car garage is constructed that provides parking in accord with UDC standards prior to the City Engineer's signature on the final plat.**

Waterways: The Sky Pilot Drain exists along the west and south boundaries of this site within a 100-foot wide easement (50-feet on each side, measured from centerline) per the letter received from the

Irrigation District. Along the southern boundary, the drain is located on this site and is open; the Applicant proposes to pipe the open section of the drain. Along the western boundary, the drain is located on the adjacent property to the west (Lot 8, Block 1, Tricia's Crossing) and has been piped.

The lots along the southern and western boundaries (i.e. Lots 7, 9-12 and 15) significantly encroach within the easement for the drain. NMID has stated they will consider encroachments within the *outer* 20-feet of the easement with a license agreement similar to what they approved with the adjacent development to the west (Tricia's Crossing). No buildings or trees would be allowed in the inner 30-feet of the easement but lawn and fences could be allowed. If approved, the easement should be clearly depicted on the final plat with the recorded instrument number of the license agreement. A recorded copy of the license agreement should be submitted prior to signature on the final plat by the City Engineer. If a license agreement cannot be obtained as anticipated, there may not be adequate area to construct homes on these lots.

The UDC (11-3A-6E) requires irrigation easements wider than 10 feet to be included in a common lot that is a minimum of 20-feet wide outside of a fenced area, unless modified by City Council at a public hearing with notice to surrounding property owners. The width of the easement encroachment on this site is approximately 27 feet. The Applicant requests Council approval for the easement to be located on building and common lots (i.e. Lots 7, 9-12 and 15) rather than a common lot. If the Irrigation District approves an encroachment agreement as anticipated, there will only be approximately 7 feet where no buildings or trees would be allowed. For this reason, Staff is supportive of the Applicant's request.

All other irrigation ditches crossing this site that aren't being improved as a water amenity or linear open space as defined in UDC 11-1A-1 shall be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#), unless otherwise waived by City Council.

Fencing: All fencing is required to comply with the standards listed in UDC [11-3A-6C](#) and [11-3A-7](#), as applicable. The landscape plan depicts existing fencing along the north boundary of the site. A 6-foot tall privacy fence is depicted along the west, south and east boundaries of the site. A 4-foot tall privacy fence is proposed along internal common lots.

Because there is a common lot directly adjacent to the west boundary of the site in Tricia's Crossing Subdivision that isn't entirely visible from a public street where the Sky Pilot Drain is located and has been piped, the fencing in this location must be open vision or semi-private up to 6-feet in height or if closed vision fencing is proposed, it can't exceed 4-feet in height, as set forth in UDC [11-3A-7A.7b](#). The fence along the northern boundary of Lot 8 may be a 6-foot tall privacy fence because the common area (i.e. Lot 8) is visible from the street and because the drain is being piped.

Utilities (UDC [11-3A-21](#)): Connection to City water and sewer services is required in accord with UDC 11-3A-21. **The existing home is required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, 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.

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. Stormwater retention is proposed on Lot 9. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18. A [Geotechnical Recommendation Report](#) was submitted with this application.

Building Elevations: Several conceptual building elevations of 1-story homes with a bonus room over the garage were submitted as shown in Section VIII.E. Building materials consist of a variety of siding, some with stone/brick veneer accents. **Staff recommends as provision of the DA that all homes include brick/stone veneer accents on the street-facing elevations.** Design review is not required for single-family detached structures. The existing home is proposed to be renovated and re-oriented to take access from the internal street rather than Black Cat Rd.

The Applicant's narrative states that at the neighborhood meeting with the original developer, concerns were expressed pertaining to the height of the homes and related privacy issues. Options discussed to mitigate these concerns included limiting the homes to a single-story in height, placing any second story rooms on the interior side of the homes (i.e. above garages), and/or utilizing transom-style windows to limit views from the proposed homes to any adjacent properties. **To alleviate these issues, the developer has agreed to a provision in the DA that limits all homes to a single-story in height with a bonus room above the garage with all windows facing the front of the lots.**

VII. DECISION

A. Staff:

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

B. The Meridian Planning & Zoning Commission heard these items on May 18th (continued) and June 15, 2023. At the public hearing on June 15th, the Commission moved to recommend approval of the subject AZ and PP requests.

1. Summary of Commission public hearing:

- a. In favor: Bruce Hessing, Applicant
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

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

- a. Commission was in general support of the proposed infill project.

4. Commission change(s) to Staff recommendation:

- a. None

5. Outstanding issue(s) for City Council:

- a. The Applicant requests Council approval for the irrigation district easement for the Sky Pilot Drain to be located on building and common lots rather than a separate common lot, as allowed by UDC 11-3A-6E with Council approval.

C. The Meridian City Council heard these items on July 11, 2023. At the public hearing, the Council moved to approve the subject AZ and PP requests.

1. Summary of the City Council public hearing:

- a. In favor: Bruce Hessing, Applicant; Alex Nuttman
- b. In opposition: None
- c. Commenting: Anna Orem
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:
 - a. In favor of the infill project and belief that it's well thought-out and will be a great asset to our community;
 - b. Neighbor inquired about replacement of existing fencing and removal of existing trees that are impeding the fence on the development property as well as the Orem property and their neighbors across Julia.
3. Key issue(s) of discussion by City Council:
 - a. None
4. City Council change(s) to Commission recommendation:
 - a. Council approved the Applicant's request for the NMID easement to be located within adjacent building and common lots as allowed by UDC 11-3A-6E instead of a separate common lot.

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



Julia Subdivision Legal Description

A parcel of land, situate in the Southeast 1/4 of the Northeast 1/4 Section 4, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING East 1/4 Corner of Section 4, thence along the northerly boundary of the Turnberry Subdivision No.1, recorded in book 77 of plats at pages 8012-8013, North 89°22'47" West, 243.00 feet to the easterly boundary of Tricia's Crossing, recorded in book 90 of plats at pages 10615-10617, monumented by a found 5/8-inch pin, set cap stamped PLS8575;

Thence along said easterly boundary, North 57°58'01" West, 506.12 feet to the southerly boundary of Tricia's Subdivision No.2, recorded in book 83 of plats at pages 9185-9186, monumented by a found 5/8-inch pin with plastic cap stamped "PLS7732";

Thence along said southerly boundary, South 89°18'48" East, 675.00 feet to the easterly boundary of Section 4;

Thence along said easterly boundary, South 00°37'59" West, 263.01 feet to the **POINT OF BEGINNING**.

Containing 2.774 acres, more or less.

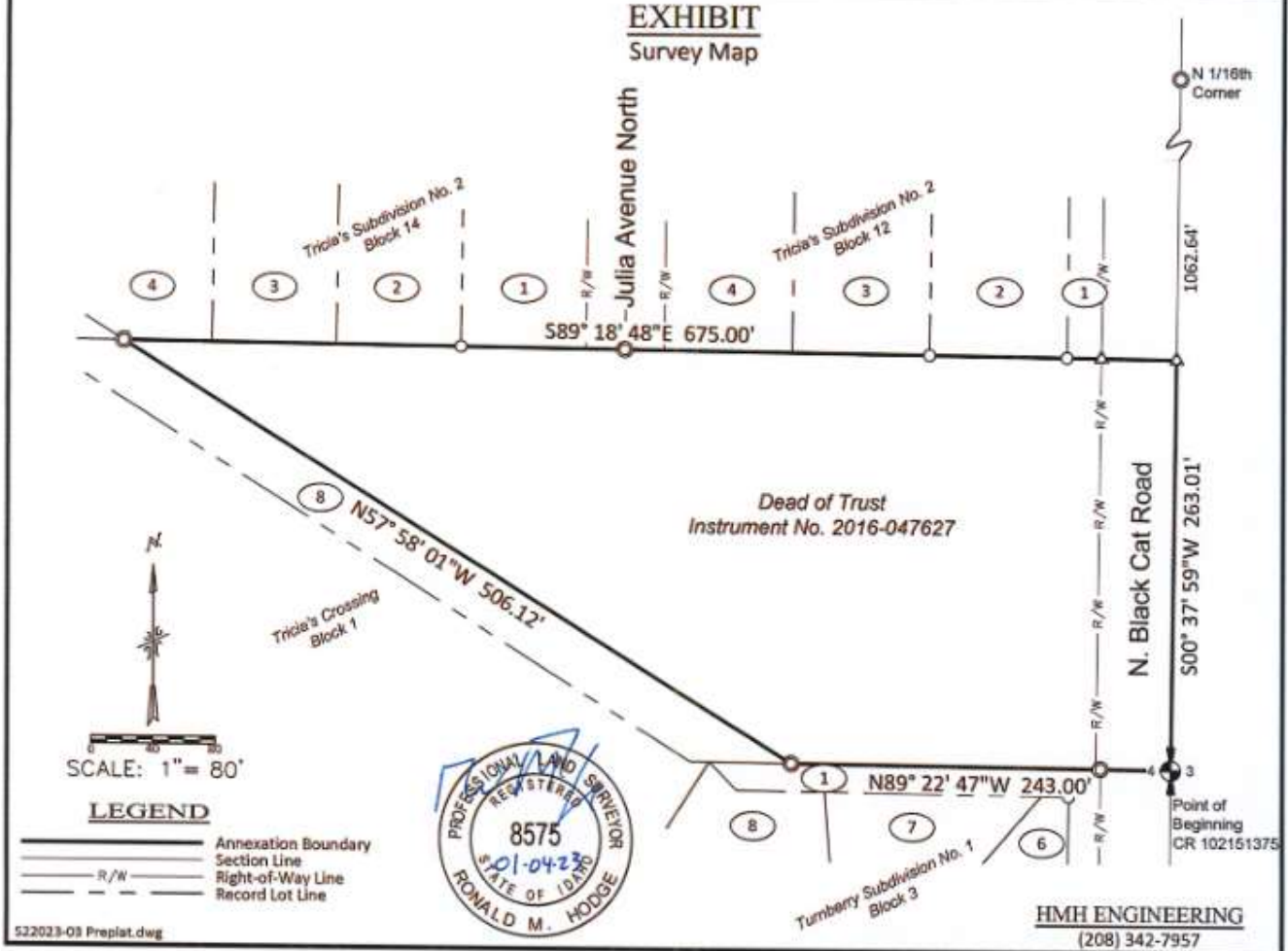
The **BASIS OF BEARINGS** for this survey is between the north 1/16 Corner of Section 4 monumented with a 5/8-inch pin and surmounted with a plastic cap marked "PLS7732", and the East 1/4 Corner of Section 4 monumented as described in Corner Record Instrument No. 102151375, bearing South 00°37'59" West, 1,325.62 feet.

Prepared by:
Ronald M. Hodge, PLS
Survey Department Manager

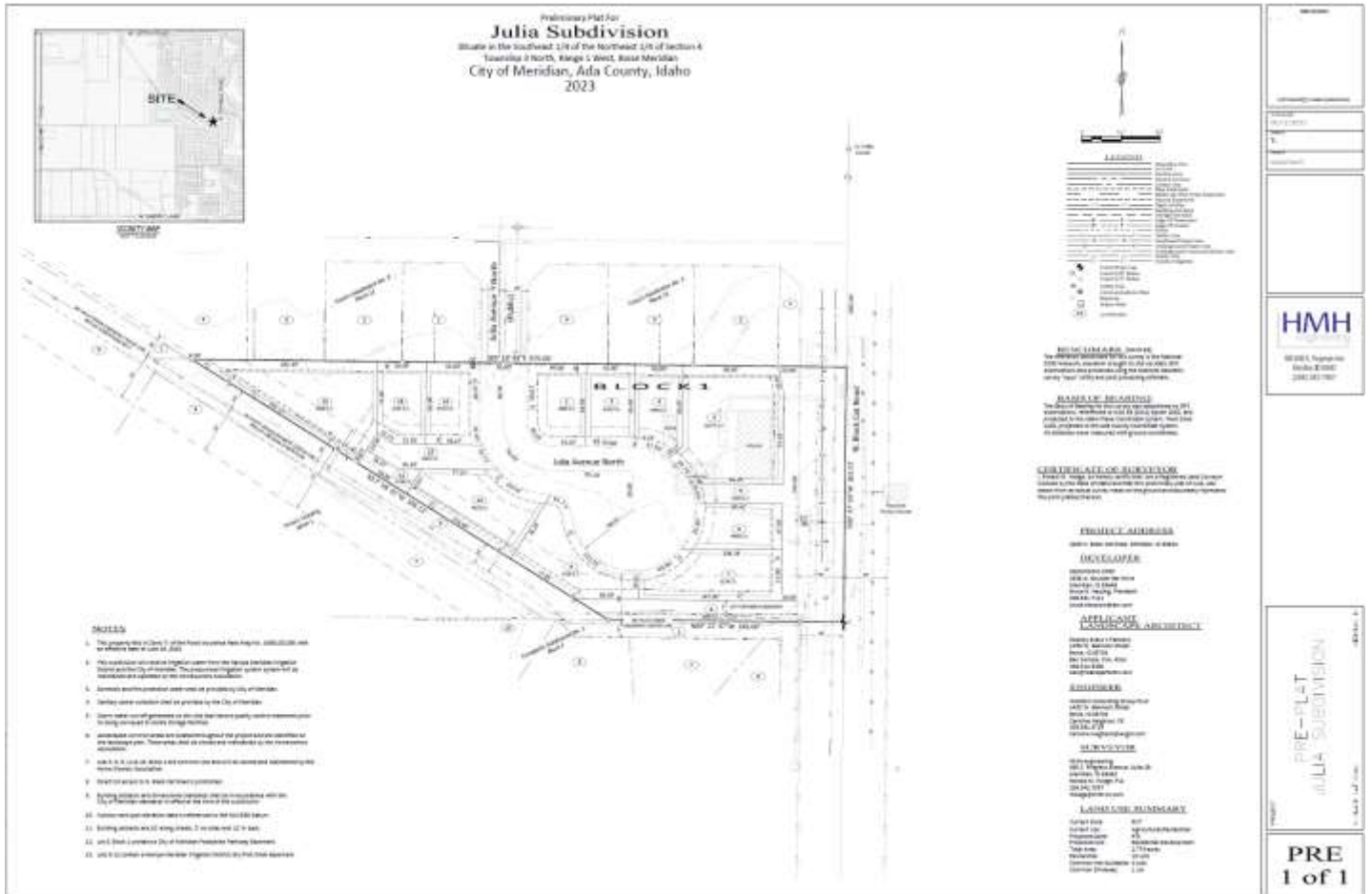


HMH/ERC

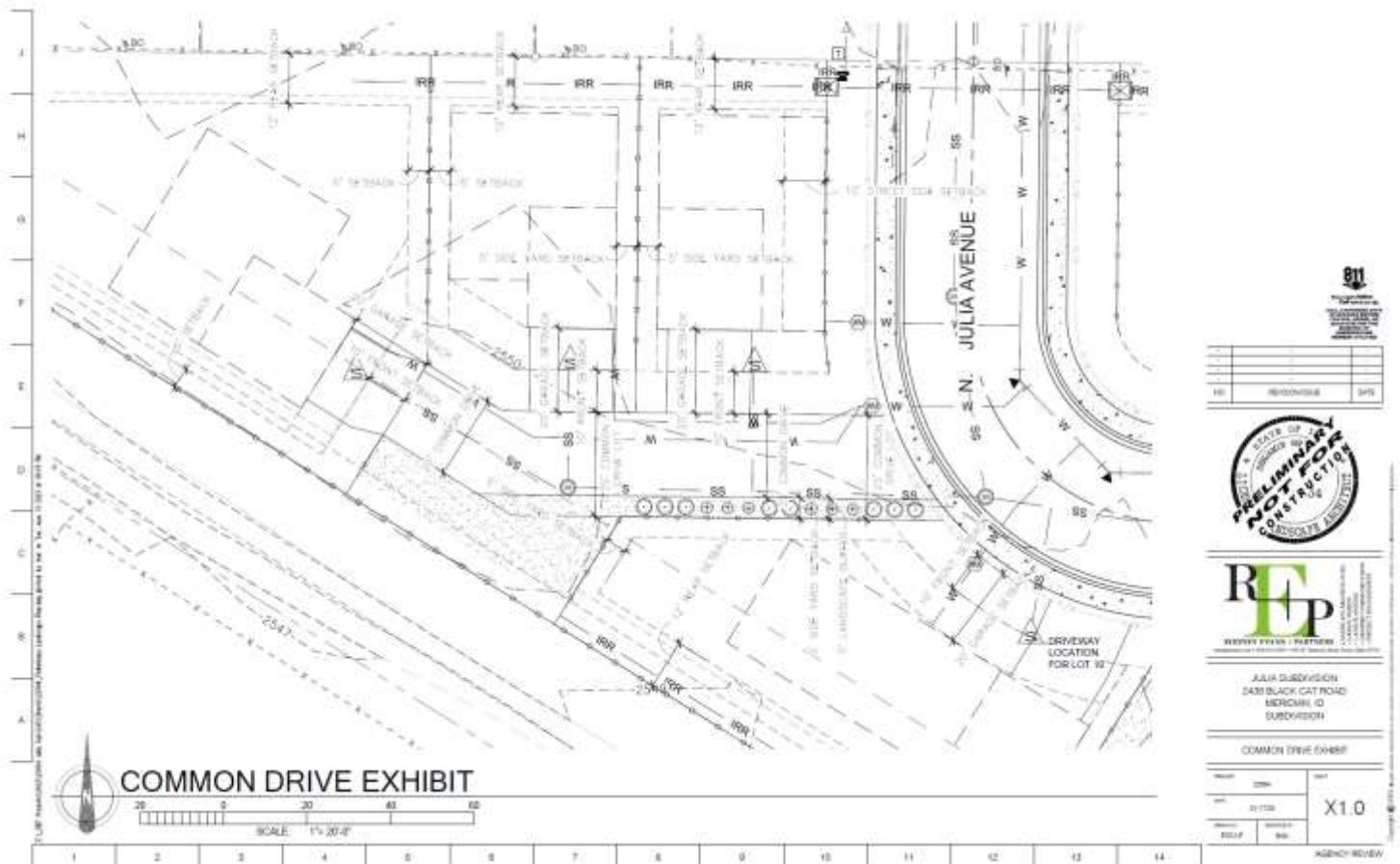
EXHIBIT
Survey Map



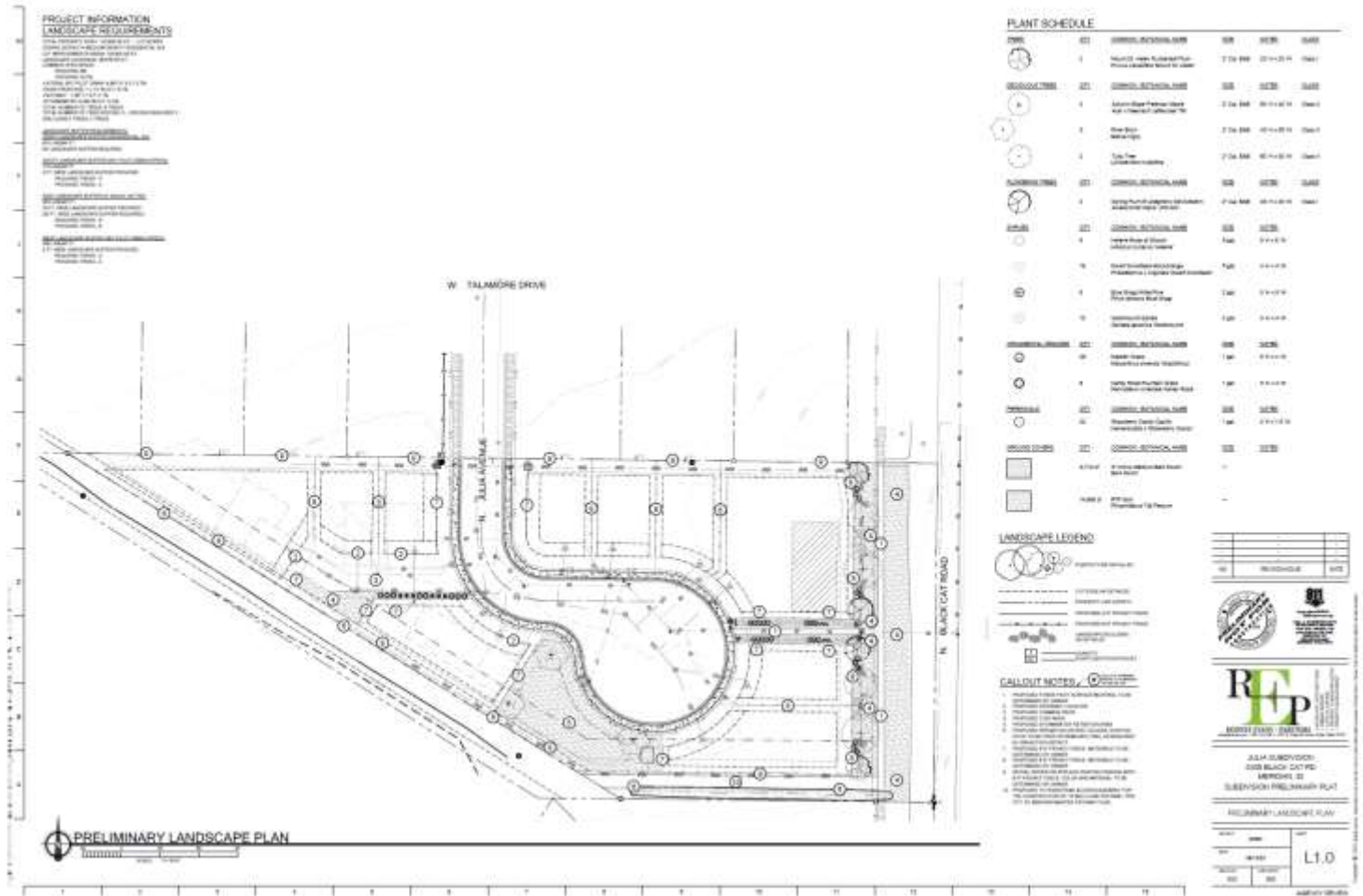
B. Preliminary Plat (dated: 6/12/23)



C. Common Driveway Exhibit



D. Landscape Plan (dated: 6/13/2023)



E. Conceptual Building Elevations



IX. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

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

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

- a. Future development of this site shall be generally consistent with the preliminary plat, common driveway exhibit, landscape plan and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. The existing home shall connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
 - c. The address of the existing home shall change with development of the subdivision.
 - d. A 10-foot wide detached sidewalk/multi-use pathway shall be provided within the required street buffer along N. Black Cat Rd.
 - e. A new garage with a minimum of two (2) parking spaces shall be constructed for the existing home in accord with the off-street parking standards listed in UDC [Table 11-3C-6](#) for single-family detached dwellings. The garage shall be constructed prior to City Engineer signature on the final plat.
 - f. The rear and/or sides of new homes facing N. Black Cat Rd. shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets.
 - g. All homes shall be limited to a single-story in height with a bonus room above the garage with all windows facing the front of the lots as proposed by the Developer.
 - h. All homes shall include brick/stone veneer accents on the street-facing elevations.
 - i. A license agreement shall be required with Nampa & Meridian Irrigation District in order for future structures (homes and/or fences) on Lots 7 and 9-12, Block 1 to encroach within the 50-foot wide Sky Pilot Drain easement, measured from centerline of the pipe.
2. The final plat shall include the following revisions:
 - a. Depict a minimum 25-foot wide street buffer along N. Black Cat Rd., an arterial street in a common lot. The buffer shall be measured from the ultimate curb location as anticipated by ACHD.
 - b. Depict a 10-foot wide detached sidewalk/multi-use pathway within the street buffer along N. Black Cat Rd. with an average minimum separation of greater than four (4) feet to back of curb on the construction drawings. Also depict the easement for the pathway on the face of the plat.
 - c. Graphically depict and include a note for a perpetual ingress/egress easement for the common driveway on Lot 15 that includes a requirement for maintenance of a paved surface capable of

supporting fire vehicles and equipment as set forth in UDC 11-6C-3D8; or, record a separate easement/agreement and include a reference to the recorded instrument number on the plat.

- d. Delete note #6. *These lots are identified in note #7.*
 - e. Modify note #9 as follows, “. . .in accord with the City of Meridian standards in effect at the time of ~~the subdivision~~ building permit submittal.”
 - f. Delete note #11 pertaining to specific building setbacks.
 - g. Include the recorded instrument number of the public pedestrian easement on Lot 8 in note #12.
 - h. Modify note #13 to include Lot 15 as it also contains the Sky Pilot Drain easement. Also, include information about the anticipated license agreement with NMID, including the recorded instrument number of the agreement, and the specifics of what is and isn't allowed in the easement area.
 - i. ~~Depict the 50-foot wide easement for the Sky Pilot Drain, measured from the center line of the pipe, within a common lot outside of a fenced area, unless modified by City Council at a public hearing with notice to surrounding property owners as set forth in UDC [11-3A-6E](#). City Council approved the Applicant's request for the easement to be located on building and common lots (i.e. Lots 7, 9-12 and 15) rather than a common lot.~~
3. The landscape plan submitted with the final plat shall include the following revisions:
- a. Depict a minimum 25-foot wide street buffer along N. Black Cat Rd., measured from the ultimate curb location as anticipated by ACHD; depict the future curb location as anticipated by ACHD.
 - b. Include mitigation information for all existing trees being removed from the site in accord with the standards listed in UDC [11-3B-10C.5](#).
 - c. Depict a 10-foot wide detached sidewalk/multi-use pathway within the street buffer along N. Black Cat Rd.
 - d. Depict landscaping along each side of all pathways in accord with the standards listed in UDC [11-3B-12C](#). *Note: If NMID will not allow trees within the easement for the Sky Pilot Drain adjacent to the multi-use pathway, alternative compliance may be requested to this standard.*
 - e. Change the fencing type along the western boundary of the site adjacent to the common open space in Tricia's Crossing subdivision to open vision or semi-private up to 6-feet in height or if closed vision fencing is proposed, it can't exceed 4-feet in height, as set forth in UDC [11-3A-7A.7b](#).
 - f. Depict the 50-foot wide easement for the Sky Pilot Drain, measured from the center line of the pipe, within a common lot outside of a fenced area, unless modified by City Council at a public hearing with notice to surrounding property owners as set forth in UDC 11-3A-6E. ***The Applicant requests Council approval for the easement to be located on building and common lots (i.e. Lots 7, 9-12 and 15) rather than a common lot.***
4. The common driveway on Lot 15 shall comply with the standards listed in UDC [11-6C-3D](#) and the exhibit in Section VIII.C.
5. A perpetual ingress/egress easement shall be filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. A copy of such should be submitted with the final plat for City Engineer signature. *Alternatively, a note could be included on the plat per condition #2c above.*

6. All irrigation ditches, laterals, sloughs or canals, including the Sky Pilot Drain, crossing this site shall be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#), unless waived by City Council.
7. Except the home, all other existing structures shall be removed from the site prior to submittal of the final plat for City Engineer signature.
8. The new garage for the existing home shall be constructed prior to City Engineer signature on the final plat as set forth in the Development Agreement.
9. Comply with the subdivision design and improvement standards listed in UDC [11-6C-3](#).
10. Submit a recorded copy of the approved license agreement with NMID that details what encroachments (if any) are allowed within the 50-foot wide Sky Pilot Drain easement.
11. Approval of a preliminary plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat. Upon written request and filing by the applicant prior to the termination of the period, 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 this title.

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

- 1.1 None

2. General Conditions of Approval

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized,

the developer will be responsible for the payment of assessments for the common areas prior to prior to receiving development plan approval.

- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
- 2.7 Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
- 2.12 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.13 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.17 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.18 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.

- 2.19 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
- 2.22 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294318&dbid=0&repo=MeridianCity&cr=1>

D. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=293550&dbid=0&repo=MeridianCity>

E. ADA COUNTY DEVELOPMENT SERVICES (ACDS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294146&dbid=0&repo=MeridianCity>

F. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=295064&dbid=0&repo=MeridianCity>

G. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=293049&dbid=0&repo=MeridianCity>

H. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=293036&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;

The City Council finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family detached dwellings on the site at a gross density of 3.61 units per acre is generally consistent with the Comprehensive Plan per the analysis in Section V.

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

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

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

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

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

The City Council finds City services are available to be provided to this development. Comments were not received from WASD on this application but due to the small number of lots proposed, the impact should be minimal.

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

The City Council finds the proposed annexation is in the best interest of the city.

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

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

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

The City Council finds the proposed plat is in conformance with the UDC and generally conforms with the Comprehensive Plan.

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

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

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

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

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

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

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

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

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

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