

## DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
  2. **MM&T Holdings, LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 **MM&T Holdings, LLC**, whose address is 10248 Turner Drive, Middleton, ID, 83644, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner/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 3.39 acres of land with a request for the R-8 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 21<sup>st</sup> day of June, 2022, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **MM&T Holdings, LLC**, whose address is 10248 Turner Drive, Middleton, ID, 83644, hereinafter called **OWNER/DEVELOPER**, the party that owns 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 substantially consistent with the approved plat, landscape plan, phasing plan, and conceptual building elevations included in Section VII and the provisions contained herein.
- b. The rear and/or sides of homes visible from E. Amity Road (Lots 1-8, Block 2) shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*
- c. A final plat will not be accepted until the DA is executed and the Annexation and Zoning ordinance is approved by City Council.

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 re-zoning 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:

<b>CITY:</b>	with copy to:
City Clerk	City Attorney
City of Meridian	City of Meridian
33 E. Broadway Ave.	33 E. Broadway Avenue
Meridian, Idaho 83642	Meridian, Idaho 83642

**OWNER/DEVELOPER:**  
MM&T Holdings, LLC  
10248 Turner Drive  
Middleton, ID 83644

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/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed their obligations under this Agreement.

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

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

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

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

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

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

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

**ACKNOWLEDGMENTS**

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

**OWNER/DEVELOPER:**

*[Signature]*

By:

**CITY OF MERIDIAN**

ATTEST:

By: \_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO )  
 : ss:  
County of Ada )

On this 1 day of July, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Dave Turner, known or identified to me to be the Member of **MM&T Holdings, LLC**, and the person who signed above and acknowledged to me that he executed the same on behalf of said Company.

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



*[Signature]* 7-1-22  
Notary Public for Idaho  
Residing at: Ada  
My Commission Expires: 2-21-2023

STATE OF IDAHO )  
 : ss:  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

# EXHIBIT A



IDAHO  
SURVEY  
GROUP

9955 W Emerald St  
Boise, ID 83704

Phone: (208) 846-8570

Fax: (208) 884-5399

**Grayson Subdivision**  
**City of Meridian Annexation Description**  
*Project Number 21-547      February 10, 2021*

Situated in the southwest quarter of the southwest quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a brass cap marking the southwest corner of Section 29, Township 3 North, Range 1 East, Boise Meridian, which bears S00°30'07"W, 2651.95 feet from the west quarter-section corner of Section 29;

Thence S89°43'41"E, 238.00 feet along the south line of Section 29 to the Point of Beginning:

Thence N00°27'04"W, 350.30 feet to the south boundary of Estancia Subdivision as filed in Book 97 of Plats at Pages 12,189 through 12,194, records of Ada County, Idaho;

Thence S89°44'09"E, 421.65 feet along the south boundary of Estancia Subdivision;

Thence S00°30'07"E, 350.36 feet along the west boundary of Estancia Subdivision to the south line of Section 29;

Thence N89°43'41"W, 421.96 feet along the south line of Section 29 to the POINT OF BEGINNING.

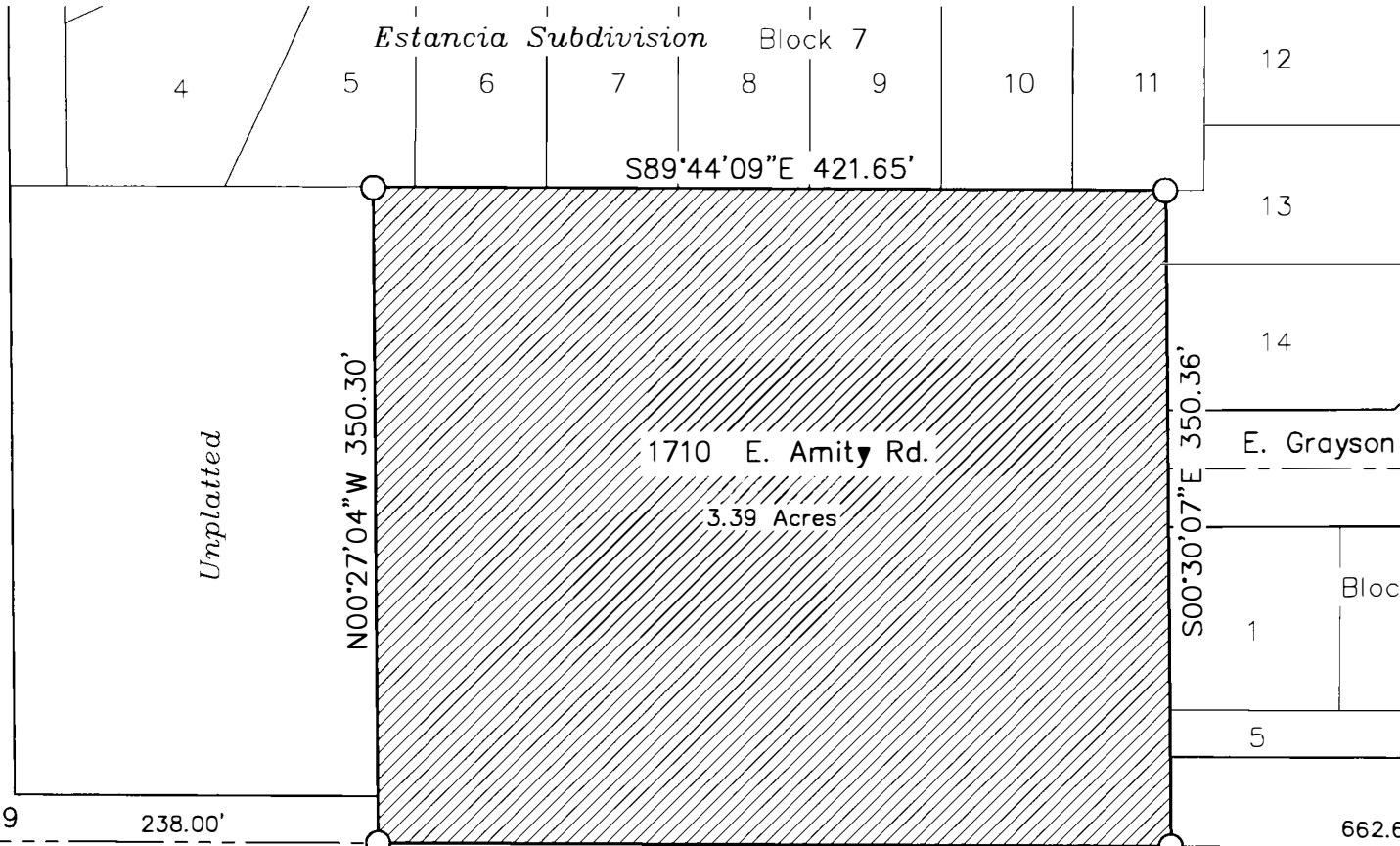
The above-described parcel contains 3.39 acres, more or less.





1/4  
S.30 S.29

Basis of Bearings  
S00°30'07"E 2651.95'  
S. Locust Grove Rd.

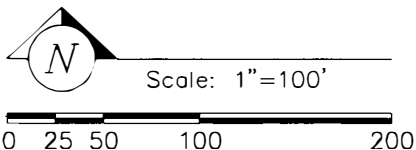


S. Alma Ave.

S.30 S.29  
S.31 S.32

POB

W 1/16



P:\1710 E Amity Rd 21-547\dwg\1710 Amity Annex\_Re-Zone.dwg 2/10/2022 11:25:56 AM

**IDAHO SURVEY GROUP, LLC**

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

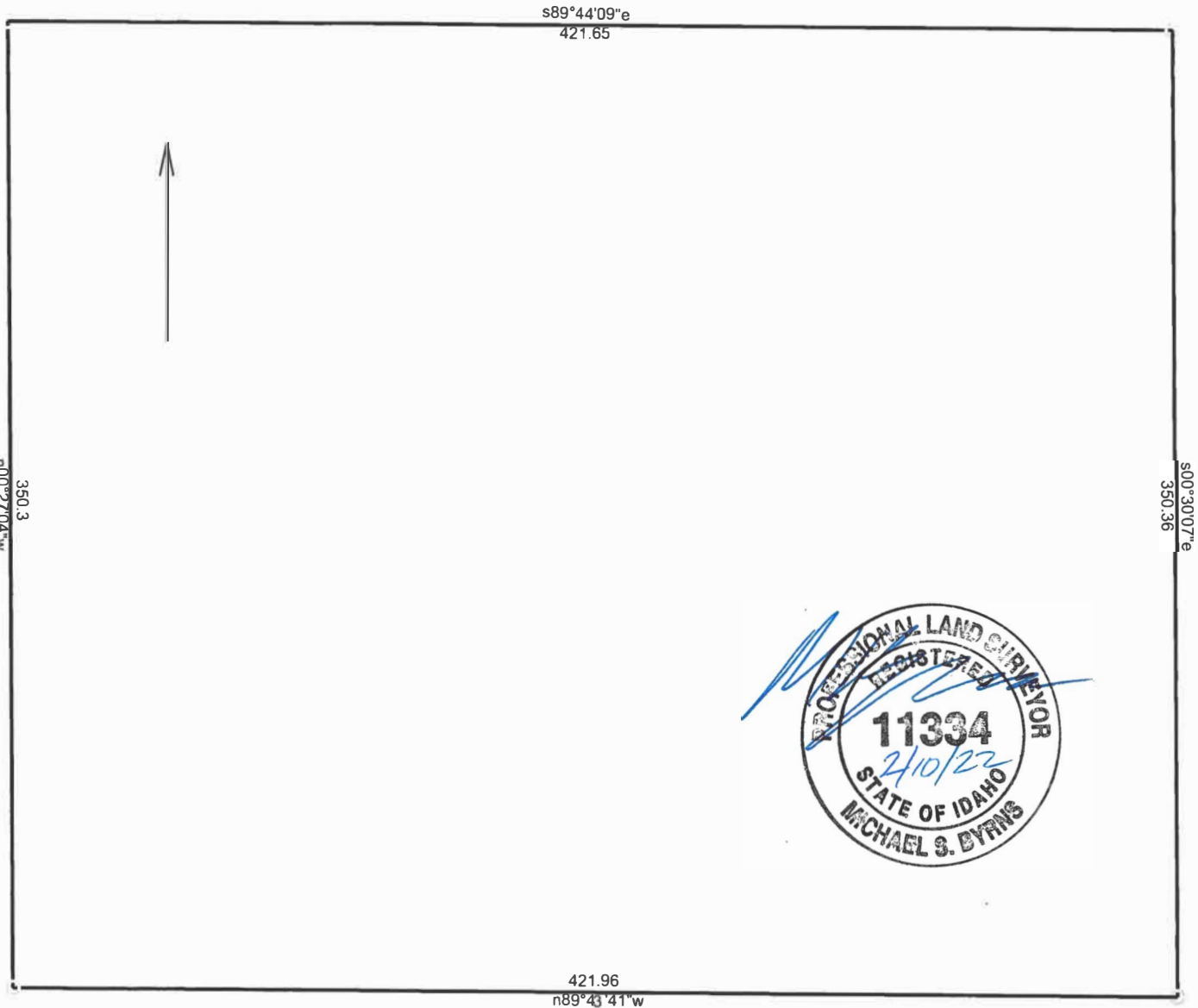
Exhibit \_\_\_ Drawing for  
**Grayson Subdivision**  
**City of Meridian Annexation**

Situated in the SW1/4 of the SW1/4 of Section 29, Township 3 North,  
Range 1 East, Boise Meridian, Ada County, Idaho.

Job No.  
21-547

Sheet No.  
**1**

Dwg. Date  
2/10/2022



**Grayson Subdivision Annexation**

2/10/2022

Scale: 1 inch= 60 feet

File:

Tract 1: 3.3921 Acres (147758 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/756636), Perimeter=1544 ft.

- 01 n00.2704w 350.3
- 02 s89.4409e 421.65
- 03 s00.3007e 350.36
- 04 n89.4341w 421.96

## EXHIBIT B

### STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



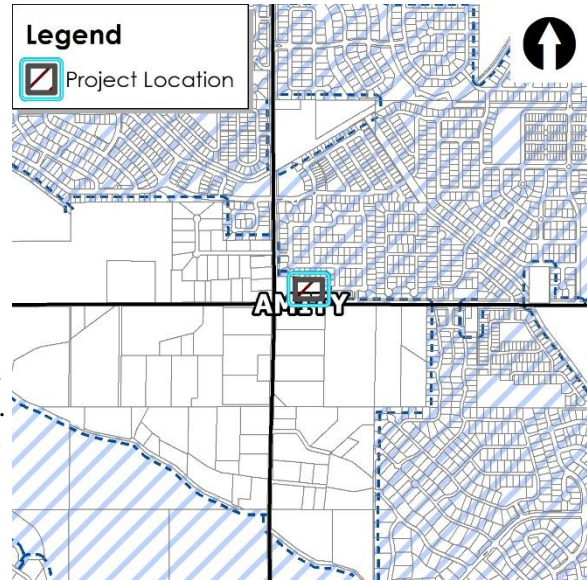
HEARING DATE: 6/7/2022

TO: Mayor & City Council

FROM: Joe Dodson, Associate Planner  
208-884-5533

SUBJECT: H-2022-0014  
Grayson Subdivision

LOCATION: Located at 1710 E. Amity Road, near the northeast corner of E. Amity Road and S. Locust Grove Road, in the SW 1/4 of the SW 1/4 of Section 29, Township 3N, Range 1E.



#### I. PROJECT DESCRIPTION

Request for Annexation and Zoning of 3.39 acres from RUT to the R-8 zoning district and a Preliminary Plat consisting of 15 single-family residential building lots and 3 common lots on 3.1 acres of land in the requested R-8 zoning district, by Schultz Development, LLC.

#### II. SUMMARY OF REPORT

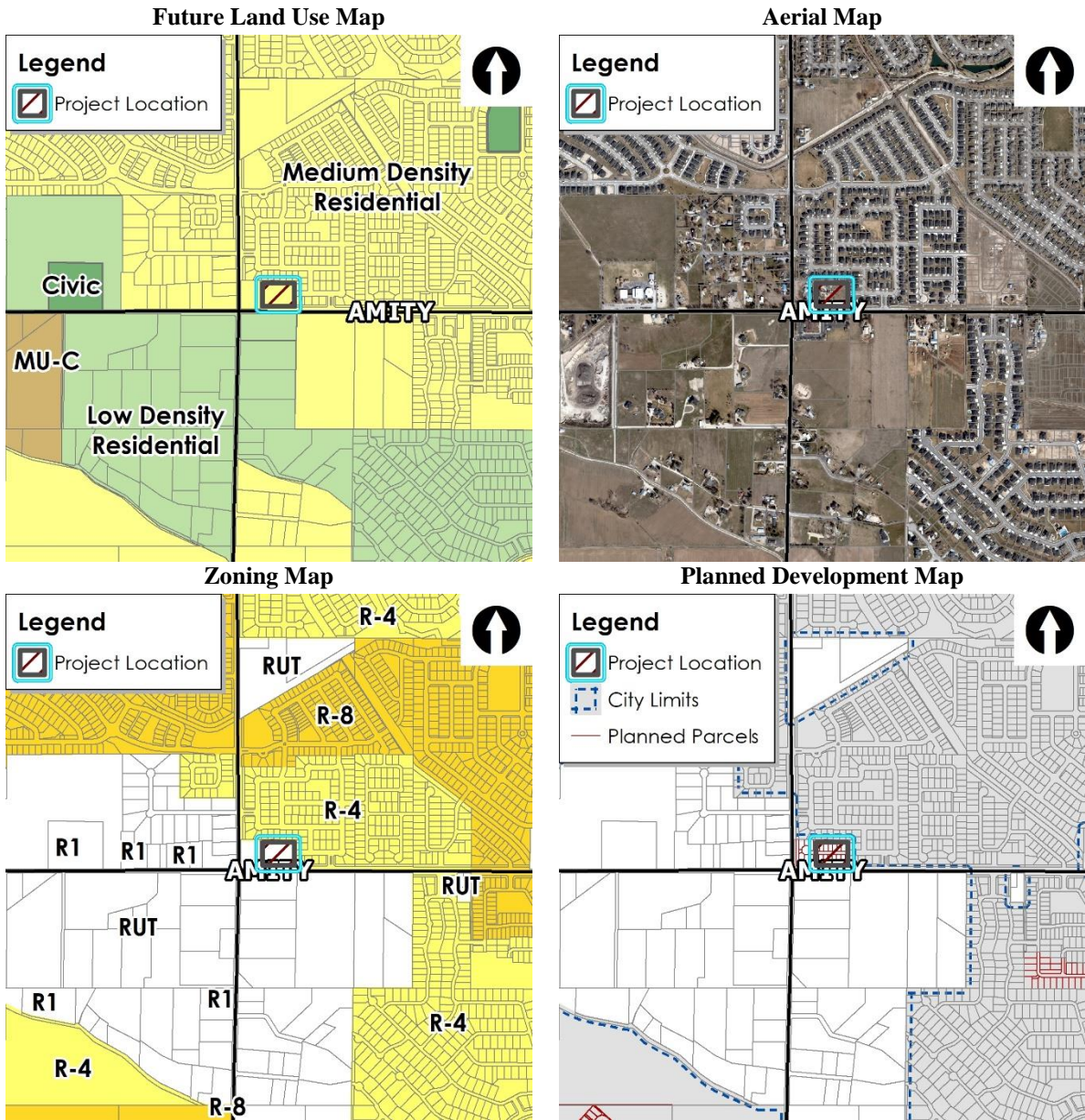
##### A. Project Summary

Description	Details	Page
Acreage	AZ – 3.39 acres; PP – 3.1 acres	
Future Land Use Designation	Medium Density Residential (MDR, 3-8 du/ac)	
Existing Land Use(s)	County Residential	
Proposed Land Use(s)	Detached Single-family Residential	
Lots (# and type; bldg./common)	18 total lots – 15 residential building lots and 3 common lots	
Phasing Plan (# of phases)	1 phase	
Number of Residential Units	15 single-family units	
Density	Gross – 4.84; Net – 7.1	
Open Space (acres, total [%]/buffer/qualified)	None required – Approximately 12,000 square feet proposed (half of the arterial buffer, micro-path lot, and parkways)	
Neighborhood meeting date	December 9, 2021	
History (previous approvals)	No application history with the City	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	<p><del>Not at this time</del> Yes</p> <p>No</p>	
Access (Arterial/Collectors/State Hwy/Local) (Existing and Proposed)	Access is proposed via extension of the existing stub street, E. Grayson Street stubbed to the east property boundary; it is proposed to be extended into the site and terminate in a hammerhead-type turnaround by encumbering a building lot.	
Stub Street/Interconnectivity/Cross Access	Grayson Street is proposed to be stubbed to the west property line for future connectivity.	
Existing Road Network	No	
Proposed Road Improvements	The Applicant is required to extend Grayson Street into the site and dedicate additional right-of-way for a future Amity Road widening and intersection improvements at the Locust Grove and Amity intersection to the west.	
<b>Fire Service</b>		
<ul style="list-style-type: none"> <li>Distance to Fire Station</li> <li>Fire Response Time</li> <li>Resource Reliability</li> <li>Accessibility</li> </ul>	<p>2.4 miles from Fire Station #4; project area will eventually be serviced by Fire Station 7, currently under construction.</p> <p>The project lies <i>inside</i> of the Meridian Fire response time goal of 5 minutes. Once Station 7 is constructed, response times will be reduced in this area.</p> <p>Fire Station #4 reliability is 78% (below the goal of 80%)</p> <p>Proposed project meets all required road widths, and turnaround dimensions but proposed design of a hammerhead-type turnaround will likely be denied by ACHD. In anticipation of this, an alternative design with an offset cul-de-sac was submitted.</p>	
<b>Wastewater</b>		
<ul style="list-style-type: none"> <li>Distance to Sewer Services</li> <li>Project Consistent with WW Master Plan/Facility Plan</li> <li>Impacts/Concerns</li> </ul>	<p>Directly adjacent</p> <p>Yes</p> <ul style="list-style-type: none"> <li>Flow is committed</li> <li>See Public Works Site Specific Conditions</li> </ul>	
<b>Water</b>		
<ul style="list-style-type: none"> <li>Distance to Services</li> <li>Pressure Zone</li> <li>Project Consistent with Water Master Plan</li> <li>Water Quality Concerns</li> <li>Impacts/Concerns</li> </ul>	<p>Directly adjacent</p> <p>4</p> <p>Yes</p> <p>None</p> <p>See Public Works Site Specific Conditions</p>	

C. Project Area Maps



**III. APPLICANT INFORMATION**

**A. Developer:**

Matt Schultz, Schultz Development, LLC – PO Box 1115, Meridian, ID 83680

**B. Property Owner:**

Robert Weast – 1710 E. Amity Road, Meridian, ID 83642

**C. Representative:**

Same as Applicant

**IV. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Newspaper Notification	4/5/2022	5/22/2022
Radius notification mailed to properties within 500 feet	4/4/2022	5/20/2022
Site Posting	4/8/2022	5/25/2022
Nextdoor posting	4/18/2022	5/18/2022

**V. STAFF ANALYSIS**

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

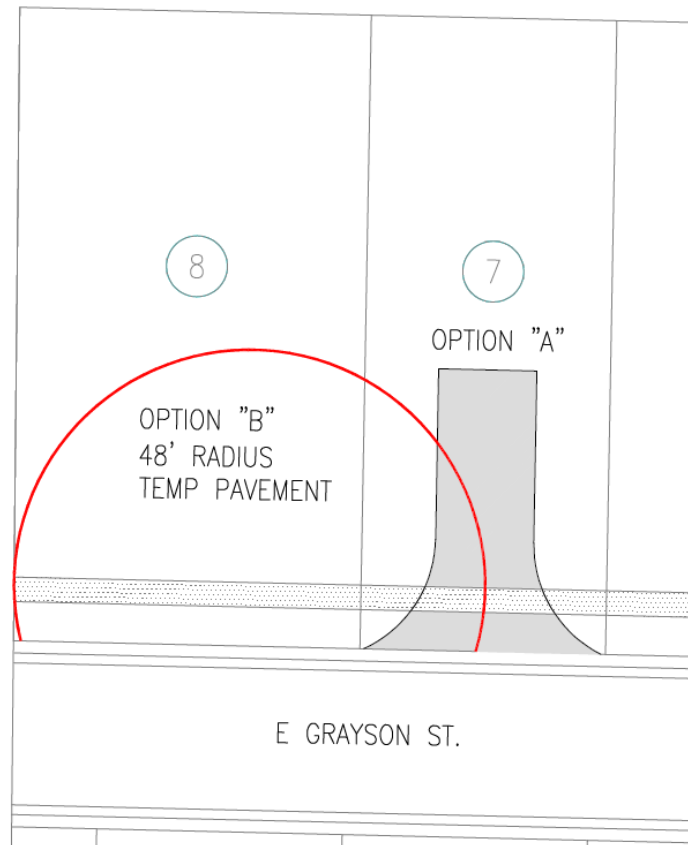
Medium Density Residential (MDR) – This designation allows for dwelling units at gross densities of three to eight dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

*The subject 3.1 acres currently contains a number of buildings and non-functional vehicles through the property. The property is designated as Medium Density Residential on the future land use map consistent with existing development to the east and north, Estancia Subdivision. The subject site has an existing local street (E. Grayson Street) stubbed to its east property line through Estancia so the Applicant is proposing to take access from this location which is consistent with the comprehensive plan. Directly to the west of the subject site is a smaller county residential parcel that would be required to take access through this site should it ever request annexation into the City. Because of this, the Applicant has included an anticipated redevelopment plan for that property on the submitted preliminary plat at the request of Staff—the dashed lines on this plat are only representative of a potential option and that property (1670 E. Amity) is not part of this application.*

*The Applicant is proposing 15 building lots on 3.1 acres of land which constitutes a gross density of 4.84 units per acre and is well within the allowable range of the MDR designation. The minimum building lot size proposed is 5,489 square feet which is nearly 1,500 square feet above the minimum lot size for the requested R-8 zoning district. The adjacent Estancia Subdivision is of lower density and has larger building lots than what are proposed with this project. There are no more than 2 building lots proposed adjacent to any single existing lot along the north boundary and the Applicant has placed their drainage lot in the northeast corner of the project adjacent to two Estancia lots. Furthermore, there are 6 building lots within Estancia along the north boundary where the Applicant has proposed 7 building lots and 1 common lot with this project. Staff does not find the difference of one (1) building lot along this shared property line to be significant enough to recommend any lot count revision.*

*Consistent with the existing Estancia development, the Applicant is proposing to continue the parkways and detached sidewalks into this development to match that design characteristic. The Applicant is also proposing a micro-path at the southwest corner of the property to add a pedestrian connection to the required arterial sidewalk. Outside of the 18 feet of additional right-of-way required to be dedicated to ACHD, the Applicant is proposing the required street buffer and depicts a 5-foot detached sidewalk along Amity. The sidewalk along Amity should be constructed as a 10-foot wide multi-use pathway per the Meridian Parks Pathway Coordinator so Staff has included this revision with the future final plat application.*

*In addition to these elements, the proposed termination of the Grayson Street extension should be discussed. Specifically, this Applicant has proposed to stub Grayson to the west boundary as required by ACHD and the UDC but is showing a temporary hammerhead-type turnaround that encumbers a building lot, Lot 7, Block 1. Typically, ACHD has not allowed this type of turnaround in recent years, even on a temporary basis. The Fire Department and Planning Staff support the proposed design as it meets Fire requirements and does not make two future lots non-buildable for the near future. However, Staff anticipates ACHD will not approve this temporary turnaround. So, the Applicant has provided an exhibit showing Lots 7 & 8, Block 1 encumbered by an offset cul-de-sac as an alternative temporary turnaround should ACHD not allow the hammerhead. See snip below and Exhibit VII.E for this proposal:*



***Because the proposed development extends parkways and detached sidewalks and a logical site design, Staff believes annexing this land into the City to remove this small county enclave is in the best interest of the City so long as the Applicant adheres to Staff's recommended DA provisions and conditions of approval.***

***Staff finds the proposed project to be generally consistent with the Comprehensive Plan, as discussed above. Specific Comprehensive Plan policies are discussed and analyzed below.***

The City may require a development agreement (DA) in conjunction with an annexation and rezone pursuant to Idaho Code section 67-6511A. *In order to ensure the site develops as proposed with this application, Staff recommends a new DA that encompasses the land proposed to be annexed and zoned with the provisions included in Section VIII.A1. The DA is required to be signed by the property owner(s)/developer and returned to the City within 6 months of the*

*Council granting the rezone and annexation approval. A final plat will not be accepted until the DA is executed and the AZ ordinance is approved by City Council.*

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

The applicable Comprehensive Plan policies are cited below with Staff analysis in italics. Staff is not analyzing the project against any mixed-use policies but is instead analyzing the project against general policies as the project is being reviewed with the MDR designation.

*“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 project offers a density similar to the Estancia Subdivision to the north and east but is generally denser due to smaller lot sizes. However, this policy calls for a variety of housing products in every part of the City and the proposed plat accomplishes this without cramming incompatible building lots on the subject 3.1 acres by proposing slightly smaller lots than what exists in Estancia.*

*“Establish and maintain levels of service for public facilities and services, including water, sewer, police, transportation, schools, fire, and parks” (3.02.01G). All public utilities are available for this project site due to the existing stub street on its east boundary. Applicant is required to dedicate additional right-of-way for future Amity Road improvements. The future Fire Station 7 will place this project further within the Fire Department response time goal and Fire has approved the accesses for the proposed plat. West Ada School District has not sent a letter regarding this application but with a relative low number of homes a large number of school aged children is not anticipated to be generated by this development.*

*Staff finds that the existing and planned development of the immediate area create appropriate conditions for levels of service to and for this proposed project.*

*“Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D). Proposed project is extending the detached sidewalks along Grayson Street and is proposing a micro-path connection to the arterial street buffer and detached sidewalk along Amity. Staff finds the proposed pedestrian facilities show compliance with this policy.*

*“Ensure that new development within existing residential neighborhoods is cohesive and complementary in design and construction.” (2.02.02F). As discussed, the Applicant is proposing lot sizes smaller than the adjacent Estancia Subdivision to the north and east but is not maximizing the allowable density. Specifically, the north property boundary is shared with 6 existing building lots and the Applicant is proposing 7 building lots and one common lot adjacent to these 6 homes. Staff finds this difference in lot number and size to be marginal and therefore cohesive with the existing neighborhood. Furthermore, the Applicant is extending the detached sidewalks and parkways into the development and adding an additional micro-path connection to Amity for better pedestrian circulation in the area. Because of the proximity of the Estancia open space and an assumption future residents would naturally utilize this existing open space area, Staff is hopeful the subject development can be made a part of the existing Estancia homeowners association to spread the maintenance cost of said open space for additional users. In addition, the Applicant is proposing a drainage lot in the northeast corner of this development which has the potential for some green space within this development. Staff recommends a small shade structure and seating area is added to this lot in order to provide some usable open space within the subject 3 acres.*

*“Require new development to establish street connections to existing local roads and collectors as well as to underdeveloped adjacent properties.” (6.01.02C). The Applicant is required to and is proposing to extend Grayson Street into the site and stubbing it to the west boundary for future*



*connectivity to the underdeveloped county parcel at the northeast corner of Amity and Locust Grove.*

***Staff finds this development to be generally consistent with the Comprehensive Plan.***

C. Existing Structures/Site Improvements:

According to GIS imagery, there appears to be a couple residential structures multiple out-buildings, and dozens of dilapidated vehicles on the subject site. Any and all structures and debris are proposed to be removed upon **development** of this project. Furthermore, the existing access for this site is via a driveway connection to E. Amity that will also be closed upon development.

D. Proposed Use Analysis:

The proposed use is detached single-family residential with an average lot size of 6,169 square feet and a minimum lot size of 5,489 square feet, based on the submitted plat (Exhibit VII.B). This use is a permitted use in the requested R-8 zoning district per UDC Table 11-2A-2 and all lots meet the minimum lot size requirement of 4,000 square feet and minimum street frontage requirement of 40 feet by proposing lots with a minimum of 50 feet of frontage. The Applicant has noted the development is expected to develop as one phase due to the size of the proposed project. However, any lot(s) encumbered by the temporary turnaround/cul-de-sac would be platted and labeled as **non-buildable on the plat until** such time as Grayson Street is extended to the west.

E. Dimensional Standards ([UDC 11-2](#)):

The residential lots appear to meet all UDC dimensional standards per the submitted plat. In addition, all subdivision developments are also required to comply with Subdivision Design and Improvement Standards (UDC 11-6C-3). *The proposed preliminary plat and submitted plans appear to meet all UDC requirements except for Grayson Street being a dead-end street and greater than 500 feet in length. Per UDC 11-6C-3B.4, City Council may approve a dead-end street up to 750 in length where there is a physical barrier such as a steep slope, railroad tracks, an arterial roadway, or a large waterway that makes extension impractical. In the case of the subject site and underdeveloped county parcel to the west, the site is bordered by two arterials in Amity and Locust Grove. Furthermore, the intersection of Amity and Locust Grove just to the southwest of this development is planned for a roundabout which has specific designs and will not allow for additional connections to these arterial streets for either of these parcels. Therefore, the subject site is encumbered by a “physical barrier” as outlined in code and the project requires a City Council waiver for Grayson Street to be a dead-end street longer than 500 feet. Staff notes that the length of Grayson Street from the existing intersection in Estancia to the west boundary of the subject site is approximately 550 feet.*

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

The Applicant submitted conceptual building elevations for the proposed detached single-family homes. Note that detached single-family homes do not require Design Review approval therefore Staff does not review these for compliance with any architectural standards.

*The submitted elevations depict a number of different architectural and design styles with field materials of lap siding and fiber cement board and differing accent materials, roof profiles, and overall varying home styles. Staff finds the conceptual elevations should be adhered to closely in order to offer an array of potential home designs for this subdivision. Furthermore, half of the proposed development has the rear of homes adjacent to Amity Road, an arterial street. In these cases, Staff includes a DA provision that the rear and/or side elevations of any two-story home incorporates 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 arterial street. Staff has included this provision as noted.*

G. Access ([UDC 11-3A-3](#), [11-3H-4](#)):

Access is proposed via extension of E. Grayson Street (an existing residential local street) into the site and is proposed to terminate within the site at the west boundary for future connectivity. As discussed above, the Applicant is proposing to provide a temporary hammerhead-type turnaround instead of a temporary cul-de-sac. Staff supports this temporary turnaround design in order to save space and minimize the waste of asphalt within this development but anticipates ACHD will not approve this type of temporary turnaround. **If ACHD does not approve the hammerhead design as recommended by Staff, the applicant shall restrict Lots 7 and 8 as non-buildable lots as proposed and place a note on the final plat stating these lots will be developable with the extension of the public street.**

Further, according to the proposed plat, Grayson is proposed as 33-foot wide local street with 5-foot detached sidewalks and 8-foot wide parkways; this street design complies with all UDC standards.

H. 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. In addition, there is opportunity for on-street parking where there are no driveways because Grayson is proposed as a 33-foot wide street section. The submitted landscape plan best shows the areas within the development where on-street parking could occur (see Exhibit VII.C).

I. Sidewalks/Parkways ([UDC 11-3A-17](#)):

5-foot wide detached sidewalks and 8-foot wide parkways are proposed along the E. Grayson Street extension, consistent with UDC and ACHD requirements. The proposed sidewalks meet UDC 11-3A-17 and ACHD standards. The proposed parkways meet the minimum width requirement but do not show the correct number of trees per UDC 11-3B-7. Further analysis is in the Landscaping section below.

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

Per the Pathways Coordinator and the Master Pathways Plan, a 10-foot wide multi-use pathway is required along the E. Amity Road frontage. This required pathway should be located within the required landscape buffer and outside of the ACHD right-of-way. In addition, the Applicant is proposing a 5-foot wide micro-path within a 15-foot wide common lot in the southwest corner of the project to provide a connection from the internal sidewalks to the pedestrian network along Amity.

*The Applicant has proposed a 5-foot wide detached sidewalk within the Amity Road street buffer which does not comply with this requirement. Therefore, Staff is including a condition of approval for the Applicant to revise the landscape plans to depict the required regional pathway within this buffer. Furthermore, this pathway should be at least four (4) feet north of the ultimate right-of-way line to allow for landscaping on both sides of the pathway and ensure the pathway is detached from the roadway and allow the 25-foot buffer to be measured from the ultimate right-of-way instead of the back of the pathway, per UDC 11-3B-7C.1a.*

*The proposed micro-path and common lot comply with UDC standards. Further, the proposed landscaping within this lot also comply with the minimum UDC requirements.*

K. Landscaping (UDC 11-3B):

A 25-foot wide street buffer is required along E. Amity Road, an arterial street, landscaped per the standards in UDC Table 11-3B-7C. In addition, the proposed parkways are required to be landscaped per UDC 11-3B-7 and the proposed micro-path is required to comply with the landscape requirements in UDC 11-3B-12.

*The Applicant is showing a 25-foot wide common lot with 16 trees, multiple landscape beds, and other vegetative ground cover along E. Amity; this proposed landscaping complies with UDC requirements. The micro-path lot is 15 feet wide and is depicted with two (2) trees which exceeds the minimum ratio in code of 1 tree per 100 linear feet as the pathway lot is approximately 100 feet long.*

*As noted above, the proposed 8-foot wide parkways do not appear to depict the correct number of street trees. Each parkway is approximately 420 feet long which requires a minimum of 12 trees on each side of Grayson Street. The submitted landscape plans depict 8 trees within each parkway so an additional four (4) trees are needed on each side of the street. Staff is including a condition of approval consistent with this requirement.*

**NOTE: In lieu of analyzing the common open space in a specific section because the project is below the 5 acre minimum to require common open space, Staff has analyzed this within the Comprehensive Plan analysis in Section V.A and V.B above. Within this analysis, Staff recommended a seating area be added to the drainage common lot in the northeast corner of the site for the purpose of providing some passive open space component to the development. Staff has included a condition of approval consistent with this analysis.**

L. Fencing (UDC [11-3A-6](#), [11-3A-7](#)):

All fencing is required to comply with the standards listed in UDC 11-3A-7. The Applicant is proposing 6-foot vinyl fencing along the rear lot lines adjacent the Amity Road landscape buffer and the subdivision boundary and is proposing 6-foot tall steel tub fencing on the west property line of Lot 8, Block 2 adjacent to the micro-path common lot. In addition, the Applicant is proposing to protect the existing 6-foot tall wood fence along the north property line. The proposed fencing meets or exceeds all UDC requirements.

*Staff notes, the proposed steel tube fencing along the micro-path lot is not required by code because the micro-path is one (1) lot deep and is fully visible from a public street. Per UDC 11-3A-7, 6-foot tall privacy fencing is allowed on both sides of this micro-path if the Applicant or future homeowner desires it.*

## VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation and preliminary plat applications with the requirement of a Development Agreement per the conditions of approval in Section VIII of this report per the Findings in Section IX of this staff report.

B. The Meridian Planning & Zoning Commission heard these items on April 28, 2022. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Zoning and Preliminary Plat requests.

1. Summary of Commission public hearing:

a. In favor: Matt Schultz, Applicant;

b. In opposition: None

c. Commenting: Matt Schultz;

d. Written testimony: None

- e. Staff presenting application: Joseph Dodson, 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. Location of existing cell tower (not located on subject property);
    - b. Will open space be shared with adjacent and existing subdivision to the east, both proposed open space lot in this project and open space lot in Estancia Sub.
  - 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 7, 2022. At the public hearing, the Council moved to approve the subject Annexation and Zoning and Preliminary Plat requests.
- 1. Summary of the City Council public hearing:
    - a. In favor: Matt Schultz, Applicant.
    - b. In opposition: None
    - c. Commenting: Matt Schultz;
    - d. Written testimony: Concerns over existing fence along shared boundary at north property line of subject site as well as concerns over losing a view looking south.
    - e. Staff presenting application: Joseph Dodson, 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. Is Applicant going to replace the fence along the shared northern boundary – Applicant agreed to replace the fence segments that are in need of replacing;
    - b. The encumbrance of two lots for the temporary turnaround allow the project to move forward.
  - 4. City Council change(s) to Commission recommendation:
    - a. None

## VII. EXHIBITS

### A. Annexation and Zoning Legal Description and Exhibit Map



IDAHO  
SURVEY  
GROUP

9955 W Emerald St  
Boise, ID 83704

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

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**Grayson Subdivision**  
**City of Meridian Annexation Description**  
*Project Number 21-547      February 10, 2021*

Situated in the southwest quarter of the southwest quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a brass cap marking the southwest corner of Section 29, Township 3 North, Range 1 East, Boise Meridian, which bears S00°30'07"W, 2651.95 feet from the west quarter-section corner of Section 29;  
Thence S89°43'41"E, 238.00 feet along the south line of Section 29 to the Point of Beginning:

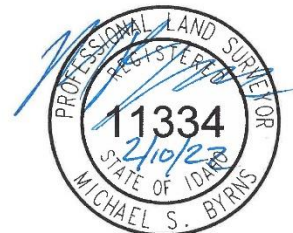
Thence N00°27'04"W, 350.30 feet to the south boundary of Estancia Subdivision as filed in Book 97 of Plats at Pages 12,189 through 12,194, records of Ada County, Idaho;

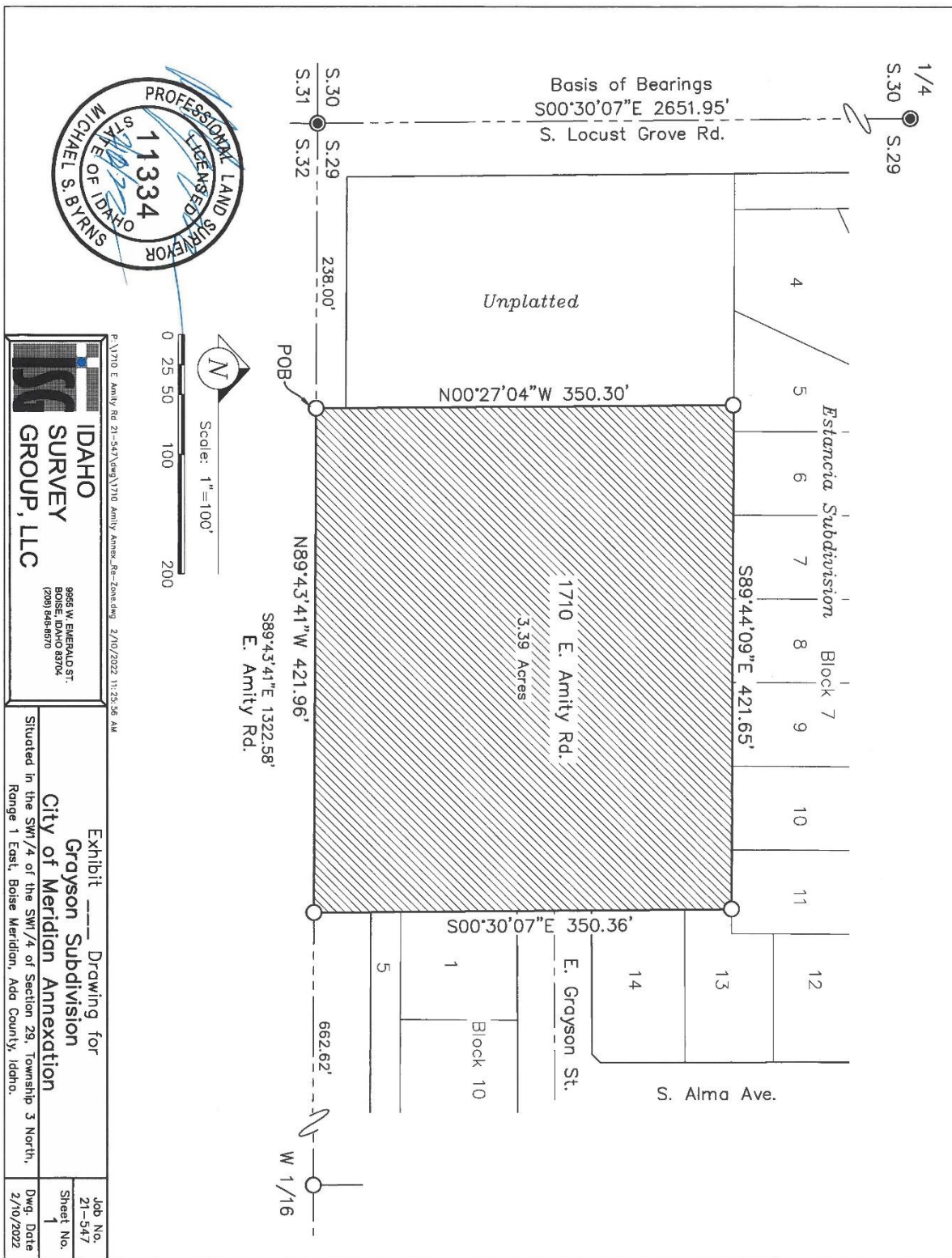
Thence S89°44'09"E, 421.65 feet along the south boundary of Estancia Subdivision;

Thence S00°30'07"E, 350.36 feet along the west boundary of Estancia Subdivision to the south line of Section 29;

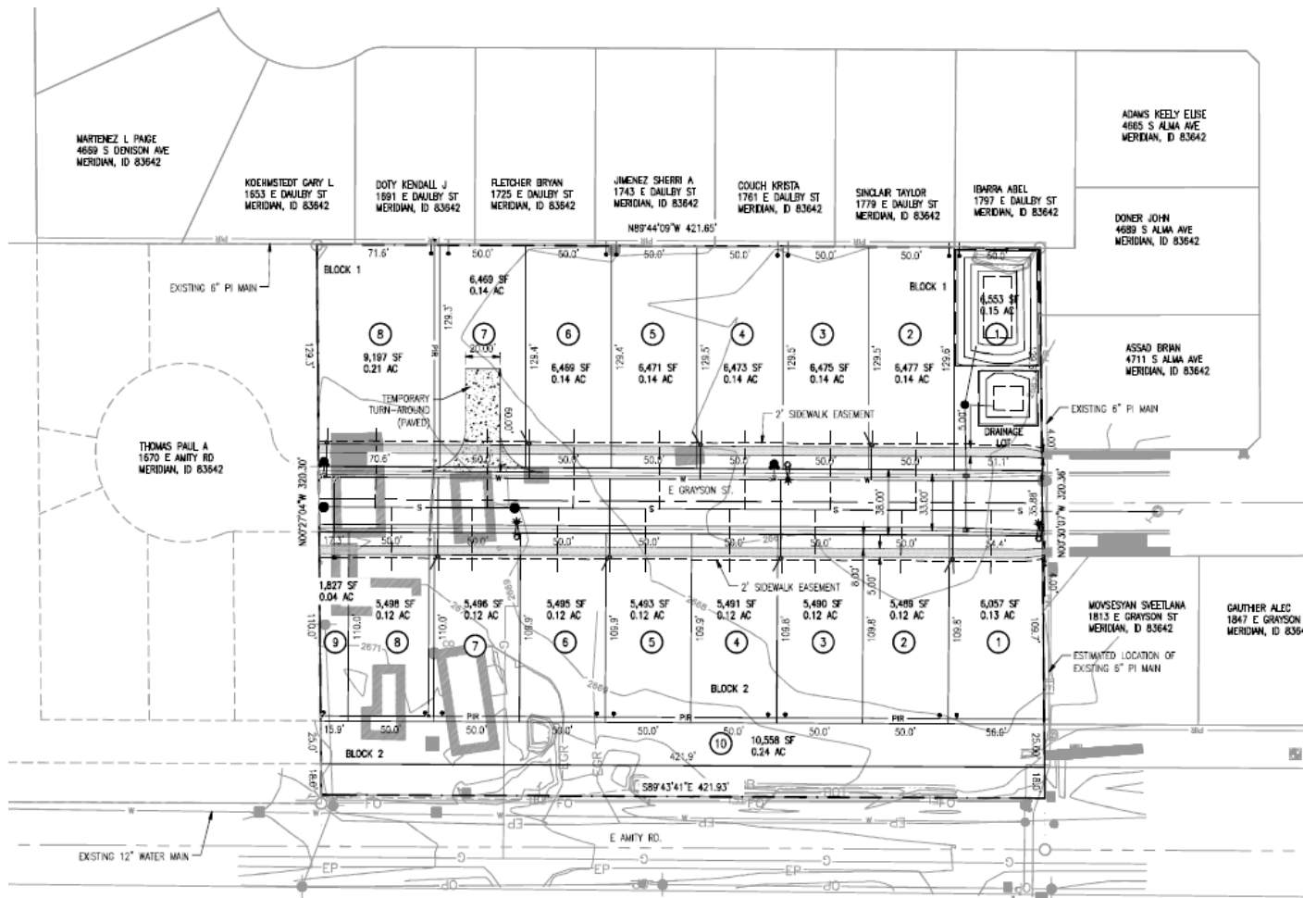
Thence N89°43'41"W, 421.96 feet along the south line of Section 29 to the POINT OF BEGINNING.

The above-described parcel contains 3.39 acres, more or less.













**IRRIGATION NOTES:**

1. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND FREQUENTLY ZONED FOR REQUIRED WATER PRESS. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE ZONING (MAX 100').
2. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDROZONES.
3. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISE HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
4. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM. ANIMALS, PERENNIALS, GROUND COVERS OR SHRUB MASSINGS SHALL HAVE A POP-UP SPRAY SYSTEM.
5. ELECTRIC WATER DISTRIBUTION SYSTEM CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
  - a. RESERVE WATER, STATION TRENCH
  - b. RUN TIME CAPABILITY FOR EXTREMES IN PRECIPITATION RATES
  - c. AT LEAST ONE PROGRAM FOR EACH HYDROZONE
  - d. RUN TIME CAPABILITY FOR EXTREMES IN PRECIPITATION RATES
  - e. SCHEDULED TIME CYCLES TO AVOID WATER RUN OFF
  - f. NON-RELIABLE BACKUP FOR ALL PROGRAMS
  - g. INDIVIDUAL VALVED WATERING STATIONS SHALL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDROZONES.
6. INDIVIDUAL VALVED WATERING STATIONS SHALL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDROZONES.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 60% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
8. PROVIDE MINIMUM 10 GPM/GAL CAPACITY VALVE PER EACH (60) AIRMATIC VALVE ZONES. APPROVE G.C.V. LOCATIONS WITH LANDSCAPE ARCHITECT.

**PROJECT INFORMATION**

TOTAL SITE SIZE: 10,000 SF (0.23 ACRES)  
 PROPOSED R-S ZONING

PRELIMINARY DEVELOPMENT FEATURES  
 TOTAL LOTS: 10  
 COMMON OPEN SPACE LOTS: 5  
 SINGLE-FAMILY LOTS: 5  
 MAX RISE: 10.0% (LOT SIZE: 6,000)  
 DENSITY: 4.00 UNITS/ACRE

WIDTH OF STREET BUFFERS  
 E. AMITY ROAD: 25'

TOTAL NUMBER OF TREES: 31  
 TOTAL NUMBER OF TREE SPECIES: 1 SPECIES

**CALLOUT LEGEND**

1. SAVE AND PROTECT EXISTING HOOD FENCE
2. SAVE AND PROTECT EXISTING TURF AND LANDSCAPING
3. 5' WIDE DETACHED SIDEWALK
4. CONNECT TO EXISTING SIDEWALK
5. TEMPORARY TEMPORALD (PAVED)
6. 6" x 6" TALL VINYL FENCE, SEE DETAIL 5.1.1.1
7. 6" x 6" TALL TURF STEEL FENCE, SEE DETAIL 5.1.1.1
8. TREES AND TURF SOUP N. GRAYSON ST PARALLEL BY BUILDER

**LANDSCAPE LEGEND**

PLANTS TO BE INSTALLED

RIGHT-OF-WAY LINE

LOT LINE

WORKING DITCH CENTERLINE

CUT EDGE AS DETAIL

EXISTING 6" TALL HOOD FENCE

PROPOSED 6" TALL VINYL FENCE

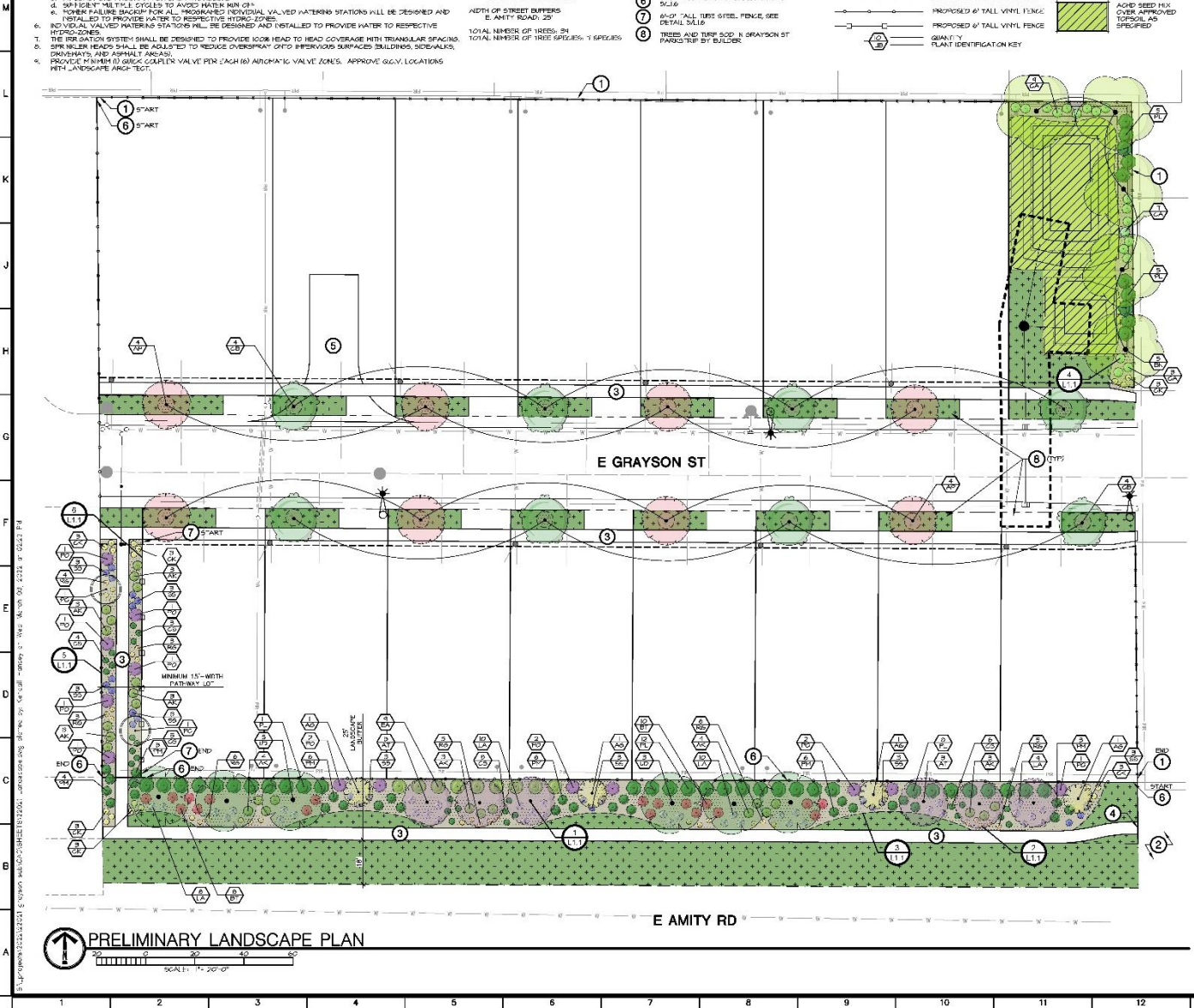
PROPOSED 6" TALL TURF STEEL FENCE

QUANTITY PLANT IDENTIFICATION KEY

TURF SOUP OVER APPROVED TOPSOIL AS SPECIFIED

3" DEPTH OF LARGER OR FINER MULCH OVER APPROVED TOPSOIL AS SPECIFIED

ACORN SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED



**PRELIMINARY LANDSCAPE PLAN**

D. Conceptual Building Elevations

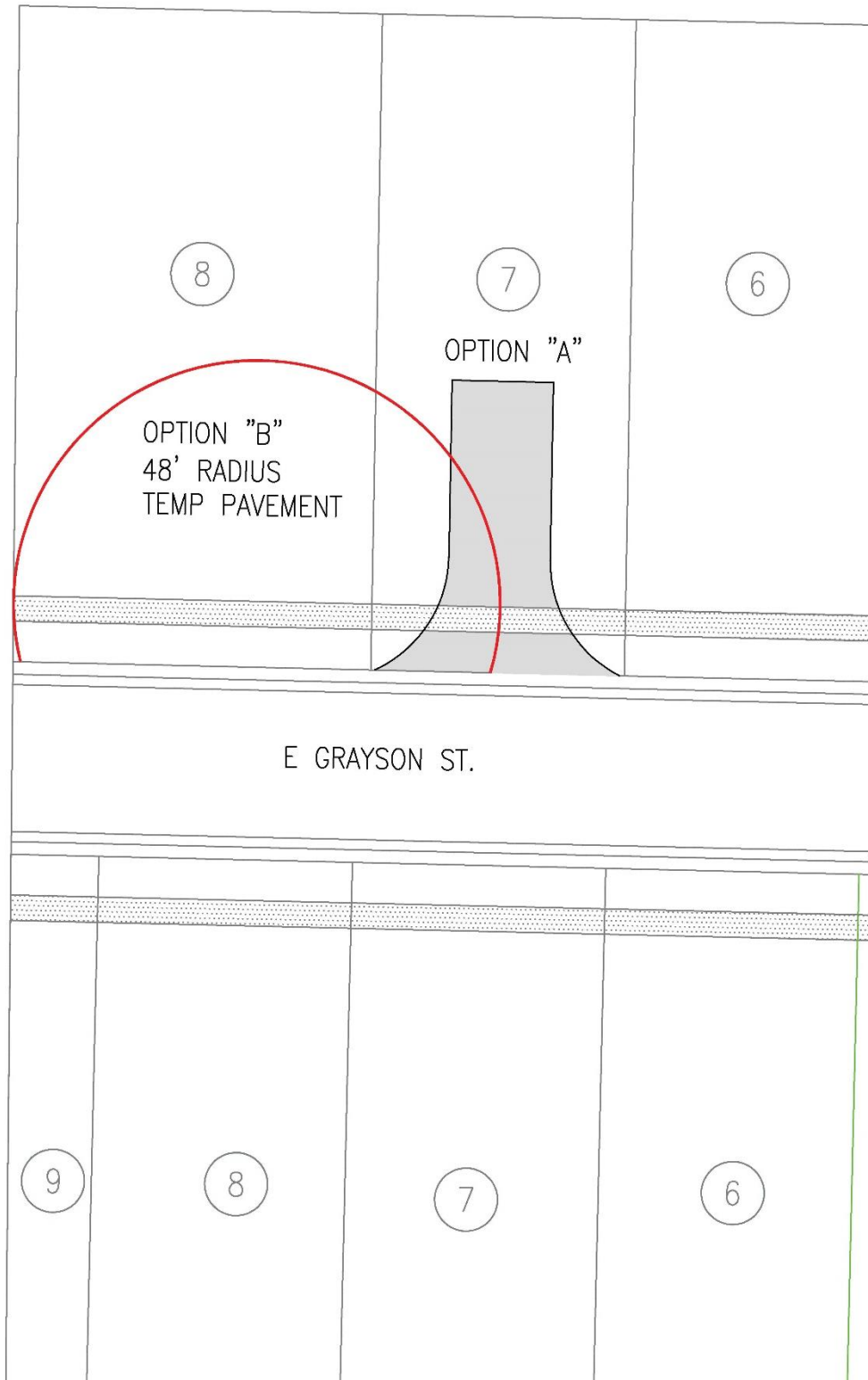




Photo Similar



E. Temporary Turnaround Options – West terminus of E. Grayson Street extension



## VIII. 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 and the property owner(s)/developer 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:

- a. Future development of this site shall be substantially consistent with the approved plat, landscape plan, and conceptual building elevations included in Section VII and the provisions contained herein.
- b. The rear and/or sides of homes visible from E. Amity Road (Lots 1-8, Block 2) shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*
- c. A final plat will not be accepted until the DA is executed and the Annexation and Zoning ordinance is approved by City Council.

#### **Preliminary Plat Conditions:**

2. The applicant is seeking a Council waiver for E. Grayson Street to be a dead-end street greater than 500 feet in length, per UDC 11-6C-3B.4.
3. Per Exhibit VII.E attached hereto, E. Grayson Street shall terminate along the west property boundary as either a temporary cul-de-sac or hammerhead type turnaround—if a hammerhead type turnaround is approved by ACHD, Lot 7, Block 1 shall be a non-buildable lot until such time as Grayson is further extended; if a cul-de-sac turnaround is required, Lots 7 & 8, Block 1 shall be non-buildable lots until such time as Grayson is further extended.
4. The preliminary plat included in Section VII.B, dated February 17, 2022, is approved as submitted.
5. The landscape plan included in Section VII.C, dated March 9, 2022, shall be revised as follows prior to submitting for Final Plat approval:
  - a. Depict the correct number of street trees within the parkway per UDC 11-3B-7.
  - b. Add seating and a shade structure within the drainage common lot (Lot 1, Block 1).
  - c. Depict the required 10-foot wide regional pathway within the Amity Road landscape buffer and place it at least four (4) feet north of the ultimate right-of-way line to allow for landscaping on both sides of the pathway and ensure the pathway is detached from the roadway and allow the 25-foot buffer to be measured from the ultimate right-of-way instead of the back of the pathway, per UDC 11-3B-7C.1a.
  - d. Common Lot 1, Block 1 shall meet minimum standards in UDC 11-3B-11.
  - e. Common Lot 9, Block 2 shall be landscaped as proposed.

6. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.
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. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
10. Upon completion of the landscape installation, a written Certificate of Completion shall be submitted to the Planning Division verifying all landscape improvements are in substantial compliance with the approved landscape plan as set forth in UDC 11-3B-14.
11. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer 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**

### **Site Specific Conditions of Approval**

1. The walking path from the proposed development to Amity Road will require a 20-foot-wide water main easement, which shall be free from any permanent structures or encumbrances.
2. Relocate the fire hydrant at the west end of the site so it is located at the furthest east property boundary line. The line serving this hydrant shall be 8" diameter; this hydrant will be used as a blow-off until future extension of the main occurs.
3. Minimum slope for a dead-end sewer main is 0.6%.
4. Ensure no sewer services pass through infiltration trenches.
5. The geotechnical investigative report prepared by SITE Consulting, LLC indicates some very specific construction considerations. The applicant shall be responsible for the adherence of these recommendations.

### **General Conditions of Approval**

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. 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.
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.

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 receiving development plan approval.
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.
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.
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.
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.
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.
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.
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.
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.
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.
14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
15. Developer shall coordinate mailbox locations with the Meridian Post Office.
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.



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.
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.
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.
20. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-7 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](http://www.meridiancity.org/public_works.aspx?id=272).
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.
22. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

**C. FIRE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=255656&dbid=0&repo=MeridianCity>

**D. MERIDIAN PARKS DEPARTMENT - PATHWAYS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=255690&dbid=0&repo=MeridianCity>

**E. MERIDIAN PARKS DEPARTMENT – TREE MITIGATION**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=255631&dbid=0&repo=MeridianCity>

**F. ADA COUNTY DEVELOPMENT SERVICES**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=255804&dbid=0&repo=MeridianCity&cr=1>

**G. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=256396&dbid=0&repo=MeridianCity>

**H. NAMPA/MERIDIAN IRRIGATION DISTRICT (NMID)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=258729&dbid=0&repo=MeridianCity&cr=1>

**I. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

*No staff report at this time*

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=260206&dbid=0&repo=MeridianCity>

**IX. FINDINGS**

**A. Annexation and Zoning (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;**

*City Council finds the proposed zoning map amendment to annex the property into the City of Meridian with the R-8 zoning district with the proposed preliminary plat and site design is consistent with the Comprehensive Plan, if all conditions of approval are met.*

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

*City Council finds the proposed zoning map amendment and the request for the development complies with the regulations outlined in the requested R-8 zoning district and is consistent with the purpose statement of the requested zone.*

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

*City Council 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**

*City Council 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.**

*City Council finds the annexation is in the best interest of the City.*

**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;**

*City Council finds that the proposed plat is in substantial compliance with the adopted Comprehensive Plan in regard to land use, density, transportation, and pedestrian connectivity. (Please see Comprehensive Plan Policies in, Section V of this report for more information.)*

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

*City Council finds that public services will be provided to the subject property with development. (See Section VIII 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, City Council finds that the subdivision will not require the expenditure of capital improvement funds.*

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

*City Council finds there is public financial capability of supporting services for the proposed development based upon comments from the public service providers (i.e., Police, Fire, ACHD, etc.). (See Section VII for more information.)*

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

*City Council is not aware of any health, safety, or environmental problems associated with the platting of this property.*

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

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