DEVELOPMENT AGREEMENT

PARTIES: **1. City of Meridian**
2. TMEG Properties, LLC, Owner/Developer

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 by and between **City of Meridian,** a municipal corporation of the State of Idaho ("CITY"), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **TMEG Properties, LLC** ("OWNER/DEVELOPER"), whose address is 74 E. 500 S., Ste. 200, Bountiful, Utah 84010-0000.

1. **RECITALS:**

1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, commonly known as 5960 N. Linder Road, Meridian, Idaho 83646, and described in **Exhibit "A,"** which is attached hereto and by this reference incorporated herein as if set forth in full, hereinafter referred to as the "**Property**;" and

1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the Property; and

1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("**UDC**"), which authorizes development agreements and the modification of development agreements; and

1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit "A"** from an existing Development Agreement dated June 5, 2018 and recorded June 7, 2018 as Instrument #2018-052340 in Ada County records, and for the inclusion of the Property into this new Agreement, which generally describes how the Property will be developed and what improvements will be made; and

1.5 **WHEREAS**, Owner/Developer made representations at the duly noticed public hearings before the Meridian City Council, as to how the property will be developed and what improvements will be made; and

1.6 **WHEREAS**, the record of the proceedings for requested development agreement modification held before the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and

1.7 **WHEREAS**, on the 9th day of August, 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**, Owner/Developer deems it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and

1.9 **WHEREAS**, the property listed in **Exhibit "A"** shall no longer be subject to the terms of the existing Development Agreement (Instrument #2018-052340) and shall be bound by the terms contained herein in this new agreement; and

1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

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

3.2 **OWNER/DEVELOPER:** means and refers to **TMEG Properties, LLC**, whose address is 74 E. 500 S., Ste. 200, Bountiful, Utah 84010-0000, the party that owns said Property and shall include any subsequent owner(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel of Property located in the County of Ada, City of Meridian as described in **Exhibit "A"** describing a parcel to be removed from existing Development Agreement recorded in Ada County as Instrument #2018-052340, with such parcel being bound by this new Agreement, which **Exhibit "A"** is attached hereto and by this reference incorporated herein as if set forth at length.

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

4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

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

5.1 Owner/Developer shall develop the Property in accordance with the following special conditions:

a. Future development of the Property shall be generally consistent with the updated conceptual site plan and building elevations in Section VII.B of the Findings. The Applicant shall have flexibility in the future site design to allow the reduction of buildings by one (1) and/or the option to change the orientation of the buildings.

b. No restaurant or tap room (i.e. drinking establishment) uses shall be allowed on the two (2) eastern lots (i.e. Lots 7 & 8, Block 1 as shown in Section VII.E of the Findings).

c. Provide a pedestrian pathway connection to the church property at the south boundary of the site.

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

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

7.1 **Acts of Default.** In the event Owner/Developer, or Owner's Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by 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 ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer.

10. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agrees to provide, if required by the City.

11. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

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

13. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

with copy to:
City Attorney
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

OWNER/DEVELOPER:
TMEG Properties, LLC
74 E. 500 S., Ste. 200
Bountiful, Utah 84010-0000

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.

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

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

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

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

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

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

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

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

21. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective as of the date herein above written.

[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:
TMEG Properties, LLC

_____

By: TREVOR GASSER

State of ~~Idaho~~ Utah)
) ss.
County of ~~Ada~~ Davis)

On this 6 day of Feb, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Trevor Gasser, known or identified to me to be the Manager of **TMEG Properties, LLC** and the person who signed above and acknowledged to me that he executed the same on behalf of said corporation.

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

SCOTT TEUSCHER
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 727754
COMM. EXP. 11-4-2026

Notary Public
My commission expires: 11-4-2026

CITY OF MERIDIAN

By: _____
Mayor Robert E. Simison

ATTEST:

_____
Chris Johnson, City Clerk

STATE OF IDAHO)
: ss
County of Ada)

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

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

(SEAL)

_____
Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

km ENGINEERING

February 3, 2022
Project No. 21-224
TMEG Properties, LLC

Proposed
Bountiful Commons Subdivision No. 2

A Resubdivision of a portion of Lot 1 and all of Lot 4, Block 1 of Bountiful Commons Subdivision (Book 115 of Plats, pages 17336-17339), situated in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/4 corner of said Section 25, which bears S00°55'15"W a distance of 2,657.84 feet from a found aluminum cap marking the Northwest corner of said Section 25, thence following the westerly line of said Section 25, N00°55'15"E a distance of 1,329.01 feet to a found 5/8-inch rebar marking the Northwest corner of said Southwest 1/4 of the Northwest 1/4 (North 1/16);
Thence leaving said westerly line and following the northerly line of said Southwest 1/4 of the Northwest 1/4, S89°24'37"E a distance of 48.50 feet to a found brass plug marking the Northwest corner of said Bountiful Commons Subdivision;
Thence following the northerly boundary line of said Bountiful Commons Subdivision, S89°24'37"E a distance of 469.15 feet to the **POINT OF BEGINNING.**

Thence following said northerly subdivision boundary line, S89°24'37"E a distance of 208.35 feet to the Northeast corner of said Bountiful Commons Subdivision, being witnessed by a found 5/8-inch rebar, which bears S00°55'15"W a distance of 1.00 feet;
Thence leaving said northerly subdivision boundary line and following the easterly boundary line of said Bountiful Commons Subdivision, S00°55'15"W a distance of 300.00 feet to the Southeast corner of said Bountiful Commons Subdivision, being witnessed by a found 5/8-inch rebar, which bears N89°24'37"W a distance of 2.00 feet;
Thence leaving said easterly subdivision boundary line and following the southerly boundary line of said Lot 4 the following two (2) courses:

1. N89°24'37"W a distance of 325.00 feet to a found 5/8-inch rebar;
2. N89°24'41"W a distance of 151.32 feet to a found 5/8-inch rebar marking the Southwest corner of said Lot 4;

Thence leaving the southerly boundary line of said Lot 4 and following the westerly boundary line of said Lot 4 the following three (3) courses:

1. 30.14 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a delta angle of 17°16'18", a chord bearing of N43°36'14"E and a chord distance of 30.03 feet;
2. 90.60 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a delta angle of 51°54'32", a chord bearing of N26°17'08"E and a chord distance of 87.53 feet;
3. N00°19'52"E a distance of 49.03 feet to the Northwest corner of said Lot 4;

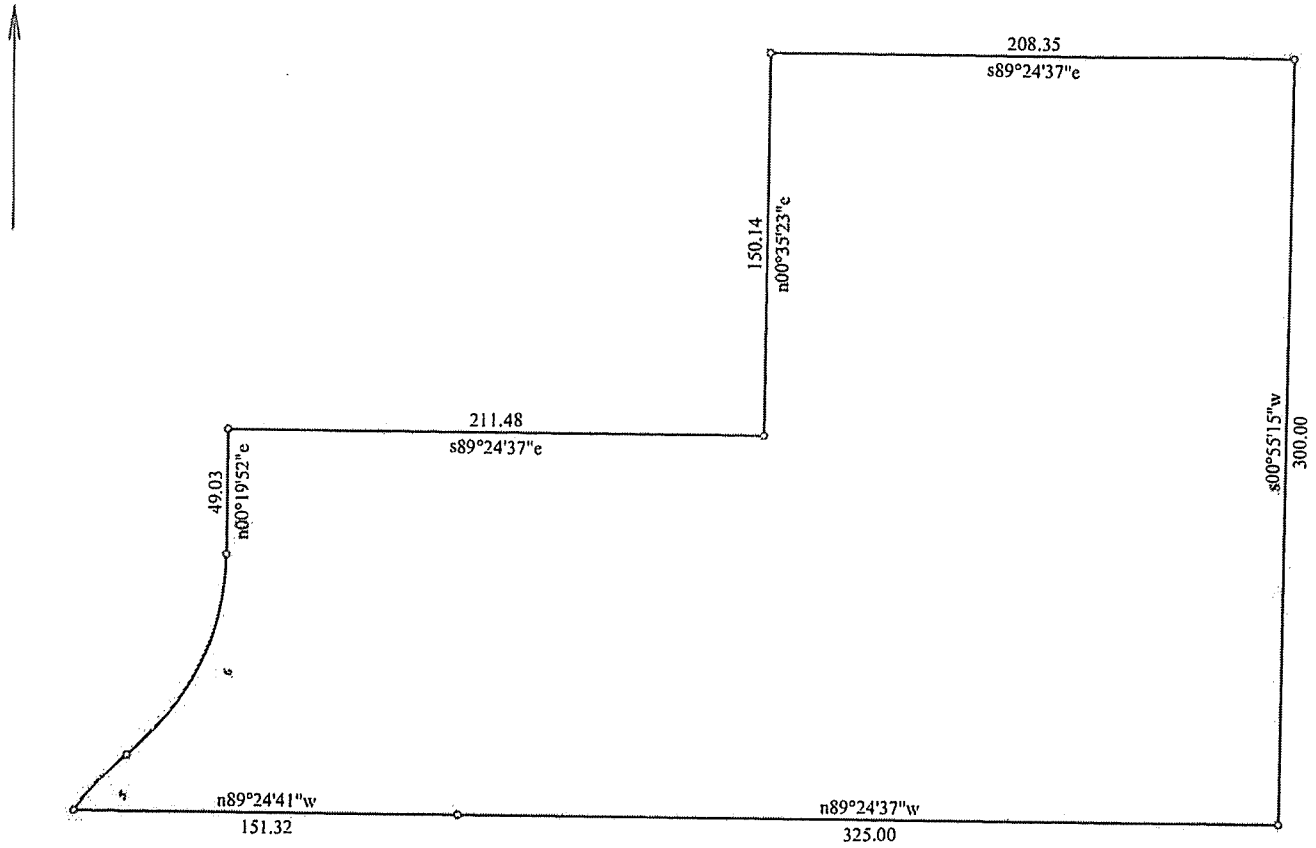
Thence leaving said westerly boundary line and following the northerly boundary line of said Lot 4, S89°24'37"E a distance of 211.48 feet;
Thence leaving said northerly boundary line, N00°35'23"E a distance of 150.14 feet to the **POINT OF BEGINNING.**

Said parcel contains 2.201 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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

PROFESSIONAL LAND SURVEYOR
LICENSED
16662
STATE OF IDAHO
KELLY KEHRER

2/24/22



Title:		Date: 02-25-2022
Scale: 1 inch = 70 feet	File:	

Tract 1: 2.201 Acres: 95892 Sq Feet: Closure = s49.0722e 0.01 Feet: Precision =1/204890: Perimeter = 1516 Feet

001=s89.2437e 208.35
002=s00.5515w 300.00
003=n89.2437w 325.00
004=n89.2441w 151.32
005: Rt. R=100.00, Delta=17.1618 Bng=n43.3614e, Chd=30.03
006: Lt. R=100.00, Delta=51.5432 Bng=n26.1708e, Chd=87.53
007=n00.1952e 49.03
008=s89.2437e 211.48
009=n00.3523e 150.14

EXHIBIT B

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

In the Matter of the Request for a Modification to the Development Agreement to Update the Conceptual Development Plan and Building Elevations; and Combined Preliminary and Final Plat Consisting of Three (3) Building Lots on 2.20 Acres of Land in the C-C (Community Business) Zoning District for Bountiful Commons East, by KM Engineering, LLP.

Case No(s). H-2022-0015

For the City Council Hearing Date of: July 19, 2022 (Findings on August 9, 2022; revised Findings on October 4, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 19, 2022, incorporated by reference)

2. Process Facts (see attached Staff Report for the hearing date of July 19, 2022, incorporated by reference)

3. Application and Property Facts (see attached Staff Report for the hearing date of July 19, 2022, incorporated by reference)

4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 19, 2022, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).

2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.

3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.

4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.

5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.

6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of July 19, 2022, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for a modification to the Development Agreement and combined preliminary and final plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of July 19, 2022, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

Notice of 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 19, 2022

By action of the City Council at its regular meeting held on the 9th day of August, 2022.

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 TREG BERNT	VOTED AYE
COUNCIL MEMBER LIZ STRADER	VOTED AYE
MAYOR ROBERT E. SIMISON (TIE BREAKER)	VOTED_____

Mayor Robert E. Simison 8-9-2022
By Brad Hoaglun, Council President

Attest:

Chris Johnson 8-9-2022
City Clerk

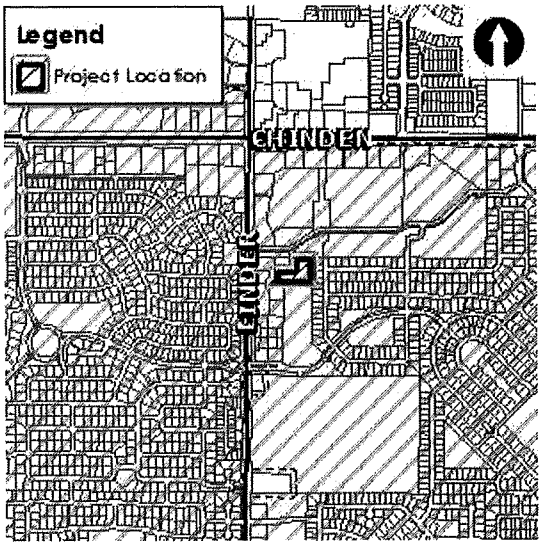
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By: Charlene Way Dated: 8-9-2022
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT

HEARING DATE:	July 19, 2022 *Continued from: June 21, 2022*
TO:	Mayor & City Council
FROM:	Sonya Allen, Associate Planner 208-884-5533
SUBJECT:	H-2022-0015 Bountiful Commons – MDA, PFP
LOCATION:	5960 N. Linder Rd., in the NW 1/4 of Section 25, T.4N., R.1W.



I. PROJECT DESCRIPTION

Modification to the existing Development Agreement (Linder Mixed Use - Inst. #2018-052340) to update the conceptual development plan & building elevations; and combined preliminary and final plat consisting of three (3) building lots on 2.20 acres of land in the C-C (Community Business) zoning district.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	2.20	
Existing/Proposed Zoning	C-C (Community Business District)	
Future Land Use Designation	Mixed Use – Community (MU-C)	
Existing Land Use(s)	Vacant/undeveloped land	
Proposed Land Use(s)	Commercial (mixed use)	
Lots (# and type; bldg./common)	3 building/0 common	
Phasing Plan (# of phases)	1	
Number of Residential Units (type of units)	NA	
Physical Features (waterways, hazards, flood plain, hillside)	None	
Neighborhood meeting date; # of attendees:	2/1/22	
History (previous approvals)	*H-2017-0095* (AZ, Development Agreement Inst. *#2018-052340*); *H-2018-0067* (PP); *H-2018-0084* (FP); *PBA-2022-0004* ROS #1333	

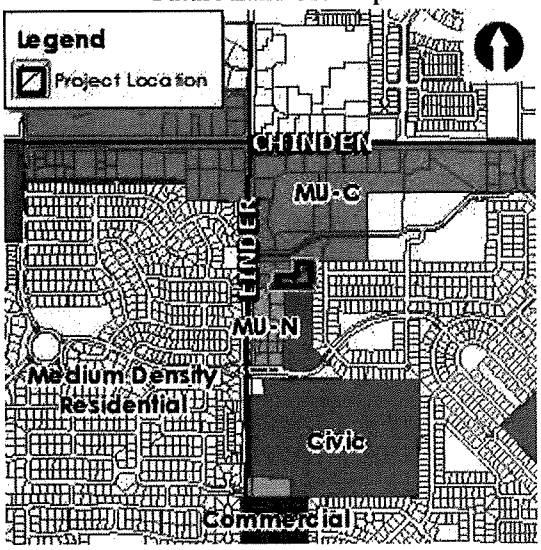
B. Community Metrics

Description	Details	Pg
Ada County Highway District		
• Staff report (yes/no)	No	
• Requires ACHD Commission Action (yes/no)	No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access is proposed via a private backage road/driveway along the west boundary of the site.	
Traffic Level of Service	NA	
Stub Street/Interconnectivity/Cross Access	There are no stub streets that exist to this site and none are required to be provided to adjacent properties.	
Existing Road Network	A backage road/driveway exists along the west boundary of this site parallel to N. Linder Rd.	
Existing Arterial Sidewalks / Buffers	There are no existing arterial streets abutting this site.	
Proposed Road Improvements	NA	

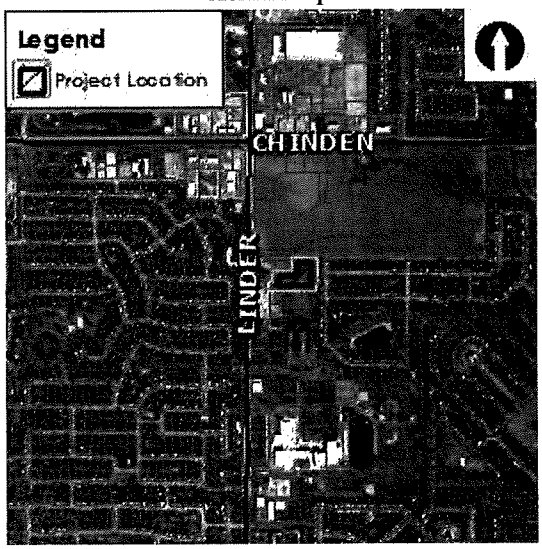
West Ada School District	NA
Police Service	No Comment

C. Project Area Maps

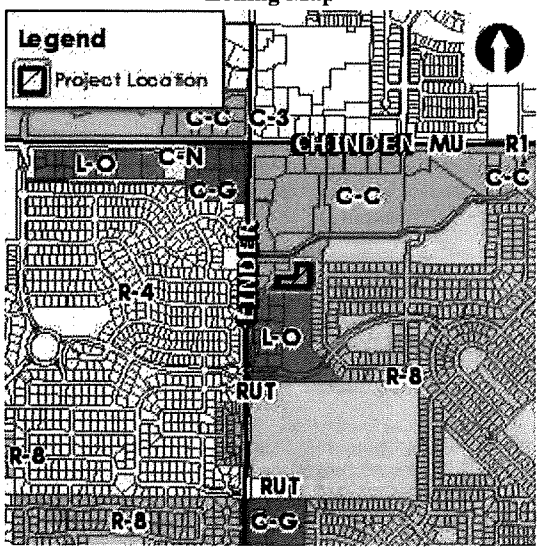
Future Land Use Map



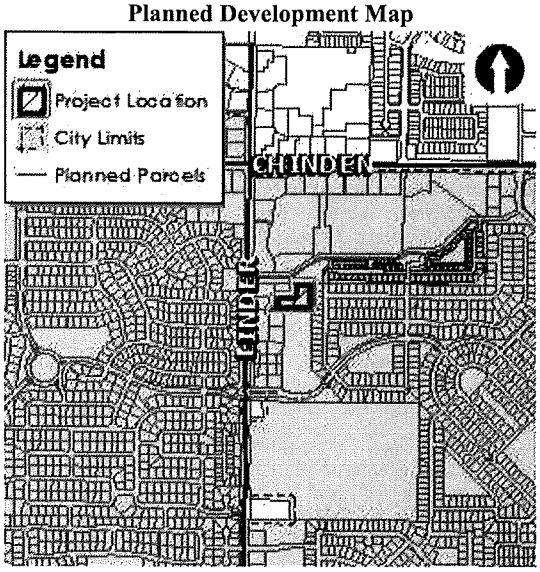
Aerial Map



Zoning Map



Planned Development Map



A. Applicant:

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

B. Owners:

TMEG Properties, LLC – 74 E 500 S, Ste. 200, Bountiful, UT 84010-0000

C. Representative:

Same as Applicant

III. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Notification published in newspaper	5/3/2022	5/29/2022
Notification mailed to property owners within 300 feet	4/27/2022	5/23/2022
Applicant posted public hearing notice on site	5/7/2022	7/5/2022
Nextdoor posting	4/27/2022	5/25/2022

IV. COMPREHENSIVE PLAN ANALYSIS (*Comprehensive Plan*)

Land Use: The Future Land Use Map (FLUM) contained in the *Comprehensive Plan* designates this property as Mixed Use – Community (MU-C). The purpose of this designation is to allocate areas where community-serving uses and dwellings are seamlessly integrated into the urban fabric. The intent is to integrate a variety of uses, including residential, and to avoid mainly single-use and strip commercial type buildings. Non-residential buildings in these areas have a tendency to be larger than in Mixed Use Neighborhood (MU-N) areas. Goods and services in these areas tend to be of the variety that people will mainly travel by car to, but also walk or bike to (up to 3 or 4 miles). Employment opportunities for those living in and around the neighborhood are encouraged.

Developments are encouraged to be designed according to the conceptual MU-C plan depicted in Figure 3C. (See pgs. 3-11 through 3-16 for more information.)

The Applicant proposes to develop the subject property with four (4) multi-tenant commercial/office buildings with associated outdoor plazas and surface parking. The existing development plan was reviewed and deemed to be generally consistent with the Comprehensive Plan with *H-2017-0095*. Staff has reviewed the proposed conceptual development plan for consistency with the development guidelines in the Plan and recommends changes to the plan as noted below in Section V.A consistent with the following general guidelines for Mixed-Use and specifically MU-C developments:

- "In developments where multiple commercial and/or office buildings are proposed, the buildings should be arranged to create some form of common, usable area, such as a plaza or green space." (Pg. 3-13)
- "Supportive and proportional public and/or quasi-public spaces and places including but not limited to parks, plazas, outdoor gathering areas, open space, libraries, and schools that comprise a minimum of 5% of the development area are required. Outdoor seating at restaurants do not count toward this requirement." (Pg. 3-16)

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

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

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

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

  The proposed commercial/office uses should be compatible with existing residential and church uses to the east and south; and with future commercial uses to the west.

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

  The proposed mix of commercial/office uses should provide needed services for nearby residents and employees.

- "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 will connect to City water and sewer systems; services are required to be provided to and though this development in accord with current City plans.

V. UNIFIED DEVELOPMENT CODE ANALYSIS (*UDC*)

A. Development Agreement Modification (MDA):

The Applicant proposes a modification to the existing Development Agreement (DA) for Linder Mixed Use (Inst. #2018-052340) to update the conceptual development plan & building

elevations for this site to accommodate the proposed development; and remove the Chili's restaurant conceptual building elevations from the agreement. No changes are proposed to the text of the agreement. *Note: The overall DA is for a larger 5-acre area; the portion subject to the proposed modification is the northeastern 2.93 acres.*

The existing plan depicts a 7,000 square foot (s.f.) and 10,000 s.f. buildings with a shared outdoor plaza area in between the two buildings with surface parking around the perimeter of the buildings. A dance studio and event center for dance recitals and performances were originally anticipated to develop on this site but is no longer planned (see Section VII.A below). Conceptual elevations are included in the existing DA for a Chile's restaurant, a couple of multi-tenant buildings and an event center.

The proposed development plan includes four (4) multi-tenant commercial/office buildings with individual outdoor plazas at the rear of each building, a pedestrian walkway around each building with a connection in between the two northern buildings and two southern buildings, and surface parking internal to the site. Conceptual elevations for the proposed structures are also included (see Section VII.B below). As part of the modification, the Applicant proposes to remove the conceptual elevations for the Chili's restaurant and the event center.

A north/south backage road exists along the west boundary of this site that provides an access from the collector street (W. Cayuse Creek Dr.) to the north to Linder Rd. at the south boundary of Bountiful Commons Subdivision. Staff is concerned the ten (10) parking spaces depicted on the site plan along the west boundary of the site will create a safety hazard by vehicles backing out into traffic; therefore, Staff recommends these spaces are removed from the plan.

An existing provision of the DA (#5.1b) requires a minimum of 5% of the development area to be developed with supportive and proportional public and/or quasi-public spaces and places. Based on 2.93 acres, a minimum area of 0.15-acre (or 6,382 square feet) would be required. In mixed use designated areas where multiple commercial and/or office buildings are proposed, the Comprehensive Plan also desires buildings to be arranged to create some form of common, usable area, such as a plaza or green space. To create more of a shared common usable area as desired, Staff recommends instead of individual outdoor plaza areas for each building, the parking areas in between Buildings A & B and C & D are removed and a plaza/green space is provided in these areas with seating, landscaping and shade structures.

Note: The conceptual development plan depicts a total building square footage of 31,488+/- s.f. between four (4) buildings. For a commercial/office use in a commercial district, a minimum of 63 off-street parking spaces would be required; a total of 154 spaces are proposed. Even with removal of 34 spaces as recommended, a total of 120 spaces will still be provided, which Staff believes will meet the needs of the development.

Staff has reviewed the provisions of the existing DA and finds the proposed conceptual development plan to be in compliance with these provisions if the Applicant complies with the recommended changes to the plan.

Staff is generally supportive of the proposed modification to the DA with the recommended changes to the conceptual development plan noted above. Staff recommends the Applicant revise the plans to incorporate these changes and submit a copy of the revised plan to the Planning Division at least 10 days prior to the City Council hearing.

B. **Preliminary/Final Plat (PFP):**

A combined preliminary and final plat is proposed to re-subdivide a portion of Lot 1 and all of Lot 4, Block 1, Bountiful Commons Subdivision. The current configuration of the property was created through Record of Survey #13333 associated with *PBA-2022-0004*. The proposed plat consists of three (3) building lots on 2.20 acres of land in the C-C zoning district.

Existing Structures/Site Improvements:
There are no existing structures on this site; the previous structures have been removed.

Dimensional Standards:
Development of the proposed lots is required to comply with the dimensional standards of the C-C zoning district in UDC Table *11-2B-3.*

Subdivision Design and Improvement Standards (UDC *11-6C-3*):
Development of the subdivision is required to comply with the subdivision design and improvement standards listed in UDC 11-6C-3.

Access (*UDC 11-3A-3*)
Access to the site exists via a private driveway/backage road that runs parallel to N. Linder Rd. depicted in an easement on the plat. No stub streets exist to the site and none are proposed or required to be provided to adjacent properties. A cross-access easement agreement (Inst. #2018-108834) exists between all lots in the subdivision that grants access over drive aisles and parking areas per plat note #12.

Pathways (*UDC 11-3A-8*):
There are no pathways depicted on the Pathways Master Plan for this site. **The existing DA (provision #5.1i) requires a pedestrian pathway connection to be provided to the church property (Parcel # R6905150070) at the south boundary of the site; the site/landscape plan shall be revised accordingly.**

The existing DA also requires a walkway to be provided along one side of the north/south backage driveway for safe pedestrian access and connectivity. Because a sidewalk was constructed on the Beehive Credit Union (A-2020-0032) site to the west of the proposed development along the west side of the driveway, Staff is not including a requirement for a walkway to be constructed on the east side of the driveway on the subject property.

Sidewalks (*UDC 11-3A-17*):
There are no public streets proposed within this site or that exist adjacent to the site; therefore, sidewalks are not required.

Landscaping (*UDC 11-3B*):
No streets are proposed with this application and none exist adjacent to this site; therefore, no street buffer landscaping is required. No pathways are proposed; therefore, no pathway landscaping is required.

A 25-foot wide buffer is required along the east boundary of Lots 7 and 8, Block 1 adjacent to existing residential uses as set forth in UDC *Table 11-2B-2*; the buffer should be landscaped per the standards listed in UDC *11-3B-9C* and may be installed at the time of lot development. The landscape plan depicts the 25-foot wide buffer planted with a mix of deciduous and evergreen trees with a 3-foot tall berm in accord with UDC standards.

Storm Drainage:
An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction is required to follow Best Management Practices as adopted by the City. The Applicant submitted a *Geotechnical*

Engineering Report for the proposed subdivision that was prepared in 2018 with the original subdivision. Stormwater integration is required in accord with the standards listed in UDC *11-3B-11C*.

Pressure Irrigation (UDC *11-3A-15*):
Underground pressurized irrigation water is required to be provided for each and every lot in the subdivision as required in UDC 11-3A-15. This property lies within the boundary of Settler's Irrigation District.

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

Waterways (*UDC 11-3A-6*):
The North Slough runs along the project's north boundary and has been piped in accord with UDC 11-3A-6B. A portion of the easement (i.e. 10') lies on this property as depicted on the plat. This project is not within the flood plain.

Fencing (*UDC 11-3A-6 and 11-3A-7*):
All fencing is required to comply with the standards listed in UDC 11-3A-7. Fencing exists along the north, east and west property boundaries; no new fencing is proposed with this application.

Building Elevations (*UDC 11-3A-19 | Architectural Standards Manual*):
Conceptual building elevations were submitted for the proposed single-story commercial/office buildings as shown in Section VII.B; these elevations may change with future applications but provide a general idea of the type of architecture planned. **Final design must comply with the design standards in the Architectural Standards Manual.**

VI. DECISION

A. Staff:

Staff recommends approval of the requested development agreement modification with recommended changes to the conceptual development plan as noted above in Section V.A; and combined preliminary and final plat with the provisions noted in Section VIII, per the Findings in Section IX.

B. The Meridian Planning & Zoning Commission heard the PP on May 19, 2022. At the public hearing, the Commission moved to recommend approval of the subject PP request.
   1. Summary of Commission public hearing:
      a. In favor: Stephanie Hopkins, KM Engineering; Trevor Gasser, Applicant
      b. In opposition: None
      c. Commenting: None
      d. Written testimony: Stephanie Hopkins, KM Engineering (response to the staff report – not in favor of amending the concept plan as recommended by Staff)
      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. Discussion pertaining to the MDA application and the proposed design of the site in relation to Staff's recommendation for a more centralized common open space/plaza area to be provided and certain parking spaces to be removed. Commission was generally supportive of removal of the parking spaces along the west boundary of the site as recommended by Staff for safety reasons; but was in favor of the parking between the buildings remaining.

4. Commission change(s) to Staff recommendation:
   a. None
5. Outstanding issue(s) for City Council:
   a. The applicant submitted a revised site/landscape plan after the Commission hearing that depicts the removal of 10 parking spaces along the west boundary of the site as recommended by Staff and the Commission. *Other changes as recommended by Staff were not included in accord with the Commission's discussion (i.e. removal of individual outdoor plaza areas for each building and the parking areas in between Buildings A & B and C & D in favor of provision of plaza/green spaces in these areas with seating, landscaping and shade structures).*

C. The Meridian City Council heard these items on July 19, 2022. At the public hearing, the Council moved to approve the subject MDA and PP requests.
1. Summary of the City Council public hearing:
   a. In favor: Trevor Gasser, Applicant; Stephanie Hopkins, KM Engineering, Applicant's Representative
   b. In opposition: None
   c. Commenting: Kelly Carpenter; Leonard Badigian
   d. Written testimony: None
   e. Staff presenting application: Joe Dodson, Associate Planner
   f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
   a. Kelly Carpenter: Concern pertaining to screening along the east property boundary adjacent to residential uses and headlights shining in their windows from cars in the development – request for a solid wood fence to be installed; location of the trash enclosure adjacent to the berm along the east side of the property adjacent to residences – preference for it to be located at the northwest corner of the site; preference for Buildings B & C not to be turned north/south as it would block the neighbors' view; the fence line on the adjacent residential properties being set in 3-feet from the property line due to the location of the irrigation ditch where a berm/buffer is now proposed to be constructed – would like to gain that 3-feet of their property back; and the slope of the berm proposed along the east boundary and concern pertaining to drainage onto their lot and security concerns due to the height of the berm in relation to the fence (someone could jump over the fence into their property).
   b. Height disparity of the land between the subject property and the existing residential lots to the east and the choice between a berm and a fence;
   c. Previous approvals related to original discussion of lots and commercial development.
3. Key issue(s) of discussion by City Council:
   a. Trash dumpster and shared plaza/open space locations;
   b. Applicability of a fence or landscape berm along east boundary to help screen future uses;
   c. Definition of "flexibility" in building orientation for future development of site; History and potential issues of shared east property line and fact existing residential fences are not on shared property line creating a 2-3 foot area of dead space should a fence be required by this Applicant;
   d. Anticipation of proposed uses on property and availability of parking.
4. City Council change(s) to Commission recommendation:
   a. City Council required the removal of the provision requiring central plazas between the buildings;

b. Council required two new DA provisions: 1) No restaurant or taproom uses shall be allowed on either of the two eastern lots (Lots 7 & 8, Block 1); 2) Allow Applicant flexibility in the future site design to allow the reduction of buildings by one (1) or option to turn building orientation.

c. Council required additional conditions of approval: 1) Remove the landscape berm along the east boundary in lieu of a 6ft solid fence and level out irrigation ditch area; 2) No dumpsters allowed along east boundary and place dumpster between buildings or more centralized per future Republic Service approvals.

_____ _____

VII. EXHIBITS

A. Existing Development Agreement Provisions, Conceptual Development Plan and Elevations

5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

5.1. Owners and/or Developer shall develop the Property in accordance with the following special conditions:

a. **Future development of the subject property shall be generally consistent with the conceptual site plan, building elevations, and provisions contained in the Staff Report that is attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B".**
b. **Provide supportive and proportional public and/or quasi-public spaces and places including but not limited to parks, plazas, outdoor gathering areas, open space, libraries, and schools that comprise a minimum of 5% of the development area within the site development area.**
c. **Non-residential buildings should be proportional to and blend in with adjacent residential buildings.**
d. **The existing homes and associated outbuildings shall be removed from the site prior to issuance of any building permits.**
e. **If access isn't available to this site at the time of development, a temporary access will be allowed via N. Linder Road with approval from the Ada County Highway District. At such time as access from the north and/or south is available, the temporary access shall be removed and the use discontinued.**
f. **The developer shall grant a cross-access/ingress-egress easement to the properties to the north (parcel #S0425223010) and south (parcel #S0425233810) in accord with UDC 11-3A-3 and the Comprehensive Plan (action item #3.03.02N). A recorded copy of the easement agreement shall be submitted to the Planning Division with the first Certificate of Zoning Compliance application for the development.**
g. **Future development shall comply with the structure and design standards listed in UDC 11-3A-19 and in the Architectural Standards Manual (ASM).**
h. **A 10-foot wide segment of the City's multi-use pathway is required along N. Linder Road in accord with the Pathways Master Plan. Landscaping shall be installed in accord with the standards listed in UDC 11-3B-12C on either side of the pathway.**
i. **Provide a pedestrian pathway connection to the church property at the south boundary of the site.**
j. **Provide a walkway along one side of the north/south backage driveway for safe pedestrian access and connectivity.**
k. **Prior to removing *any* of the existing trees from the site, the developer/owner shall contact the City Arborist to determine mitigation requirements for any healthy trees 4" caliper and greater that are removed from the site in accord with UDC 11-3B-10C.5.**
l. **The applicant shall submit and obtain approval of a Certificate of Zoning Compliance and Design Review application from the Planning Division, prior to submittal of any building permit applications.**
m. **Prior to the application for any development on the subject site, sanitary sewer and water serviceability will need to be reviewed. This is due to the potential timing of development of adjacent properties and the ability or inability to create loops in the water system and to determine the routing of sanitary sewer.**
n. **Provide a pedestrian walkway from the sidewalk along the north/south backage driveway to the entrance of the building proposed on the east side of the site (i.e. the dance studio/event center).**

LINDER MIXED-USE DEVELOPMENT

LINDER ROAD MERIDIAN, IDAHO

THE ARCHITECTS OFFICE

OVERALL GENERAL SITE NOTES

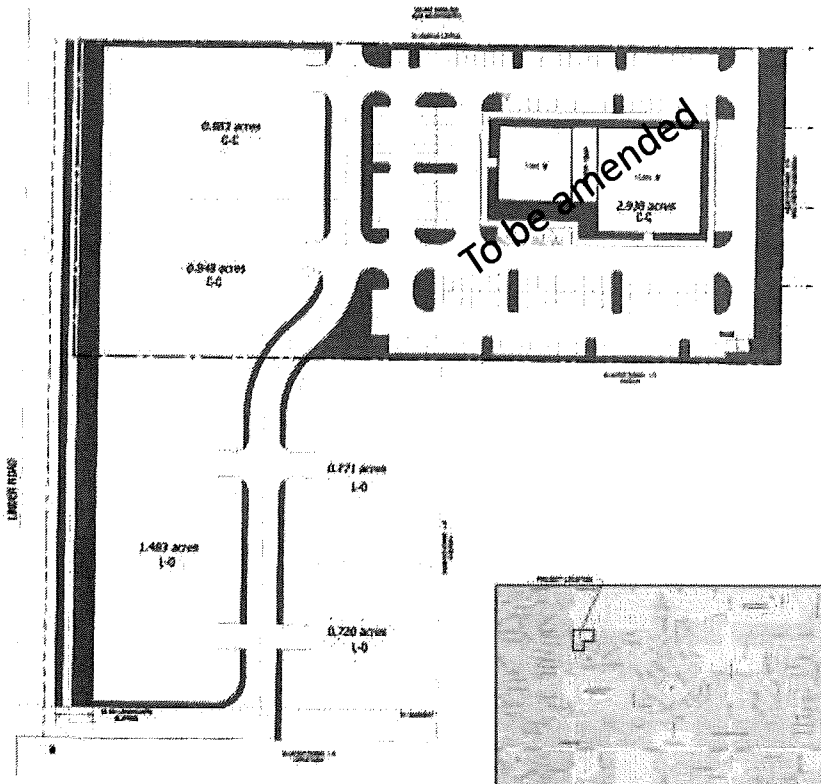
SCALE: ..... 1" = 60'-0"
ZONING (EXISTING): ..... RUT
ZONING (PROPOSED): ..... C-G
TOTAL AREA: ..... 5.0 ACRES

COMMON OPEN SPACE REQUIRED: 10%

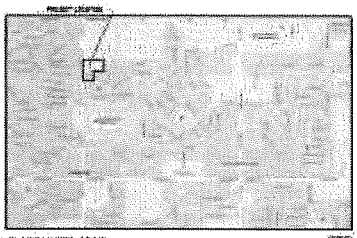
DEVELOPER: TM CORP.
74 EAST 500 SOUTH, STE. 200
BOUNTIFUL, UT 84010
801-292-5000

LANDSCAPE: TBD

CIVIL: TBD



1 SITE PLAN



2 VICINITY MAP

ARCHITECT/ PLANNER: THE ARCHITECTS OFFICE

LINDEN
MIXED-USE
DEVELOPMENT

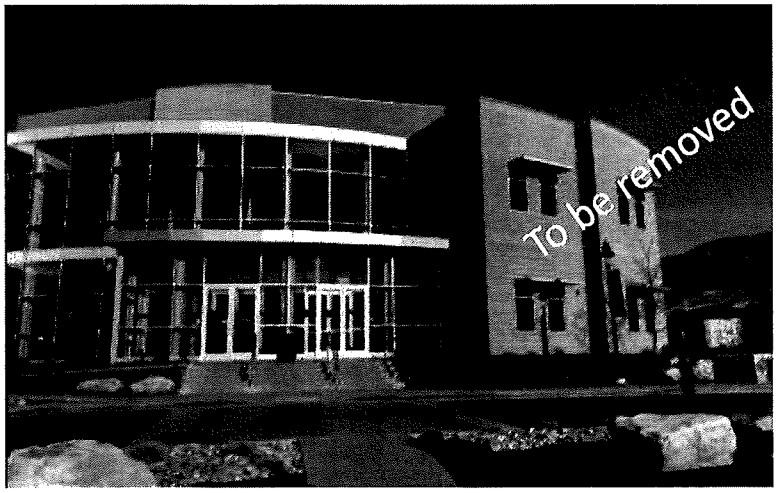
5960 N. LINDER
ROAD

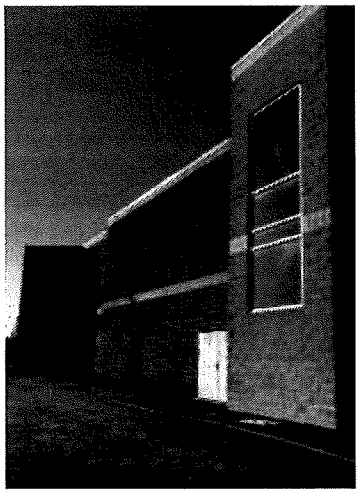
MERIDIAN, IDAHO

A1.0
ARCHITECTURAL CONCEPT
SITE PLAN

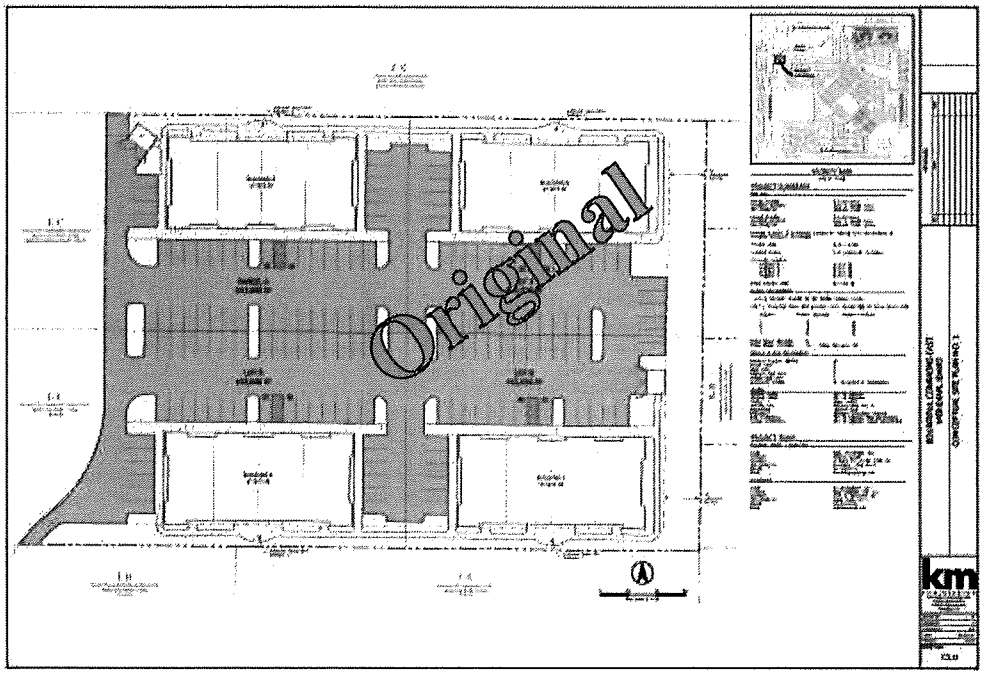
Commercial Buildings Fronting on Linder Road

Event Center





B. Proposed Conceptual Development Plan ~~(NOT APPROVED)~~ & Elevations to be Included in Amended Development Agreement



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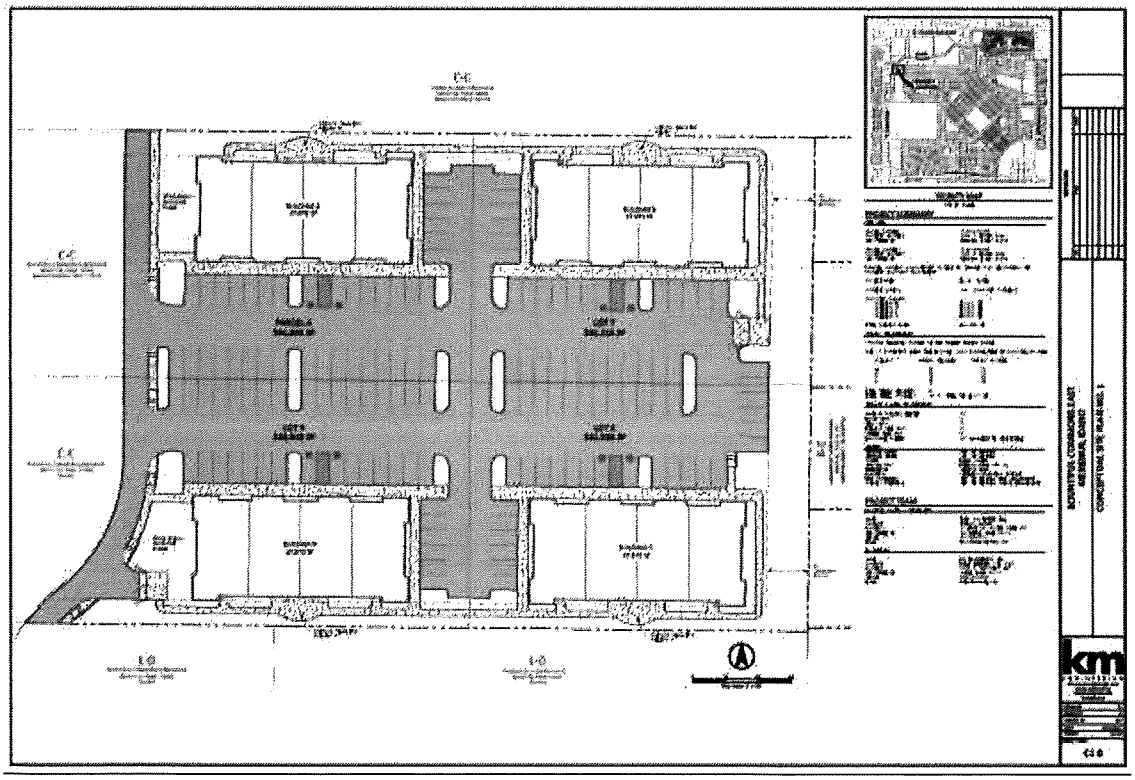
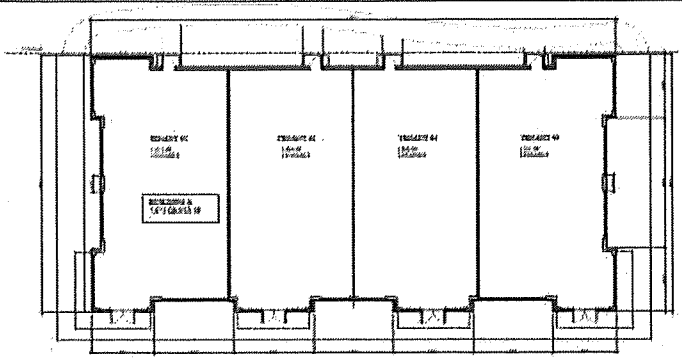
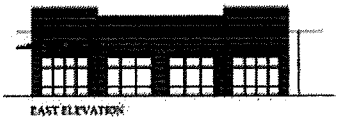
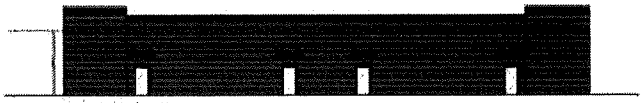




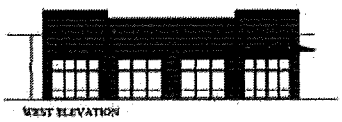
FIRST FLOOR PLAN



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

SOUTH ELEVATION

ELEVATIONS

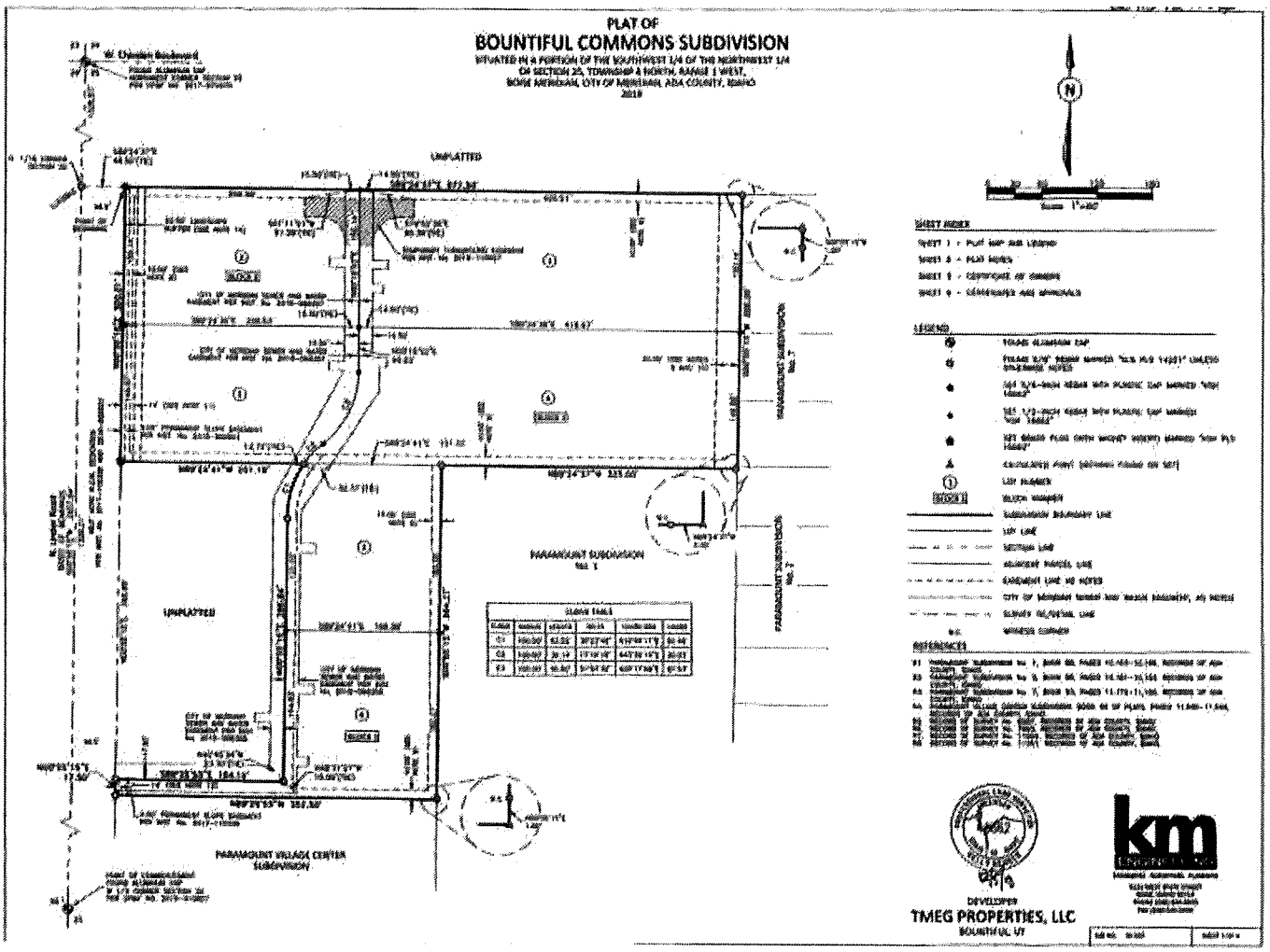
Larson Architects, P.L.

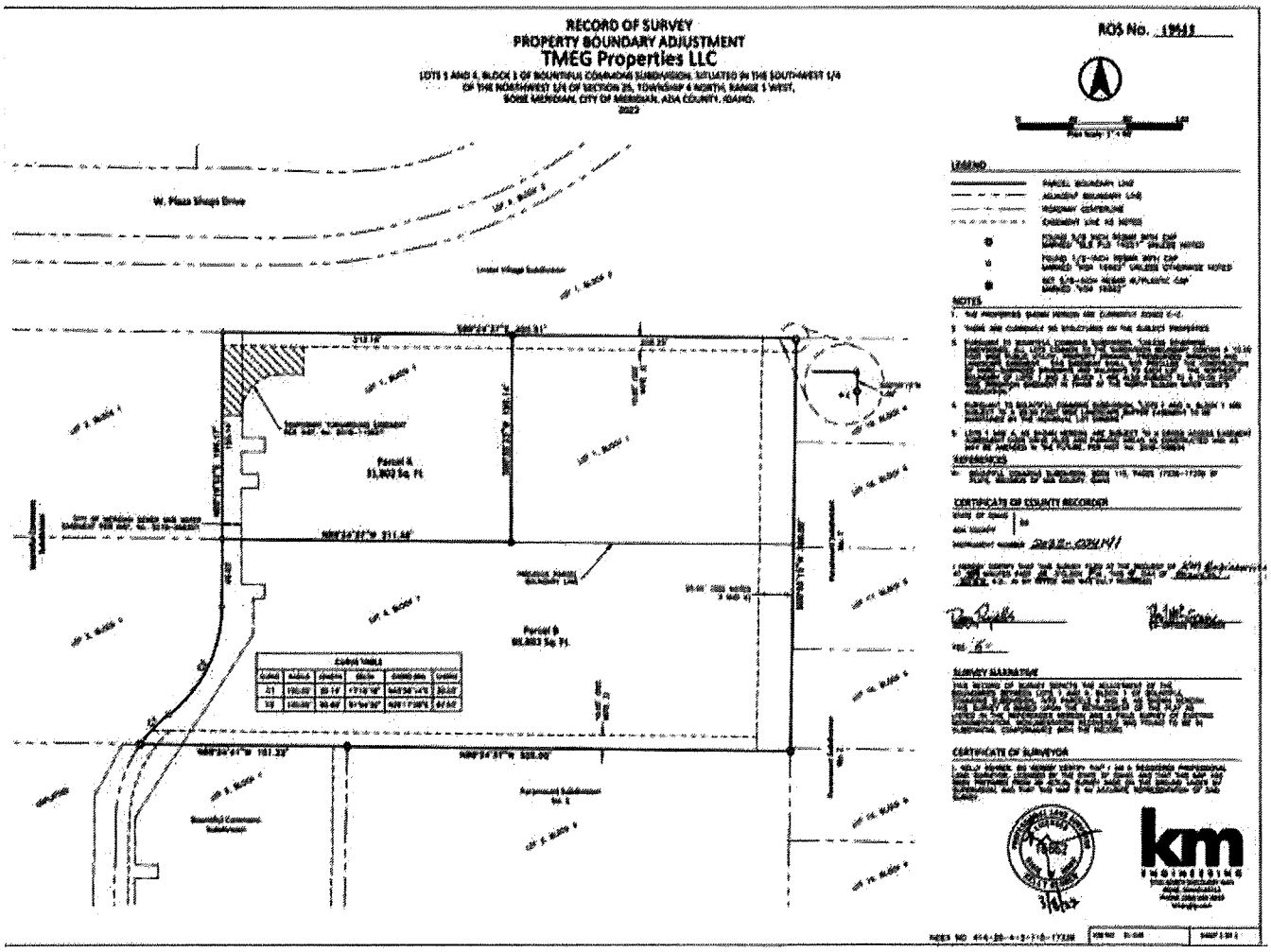
BOUNTIFUL COMMONS

MERIDIAN, IDAHO 83642

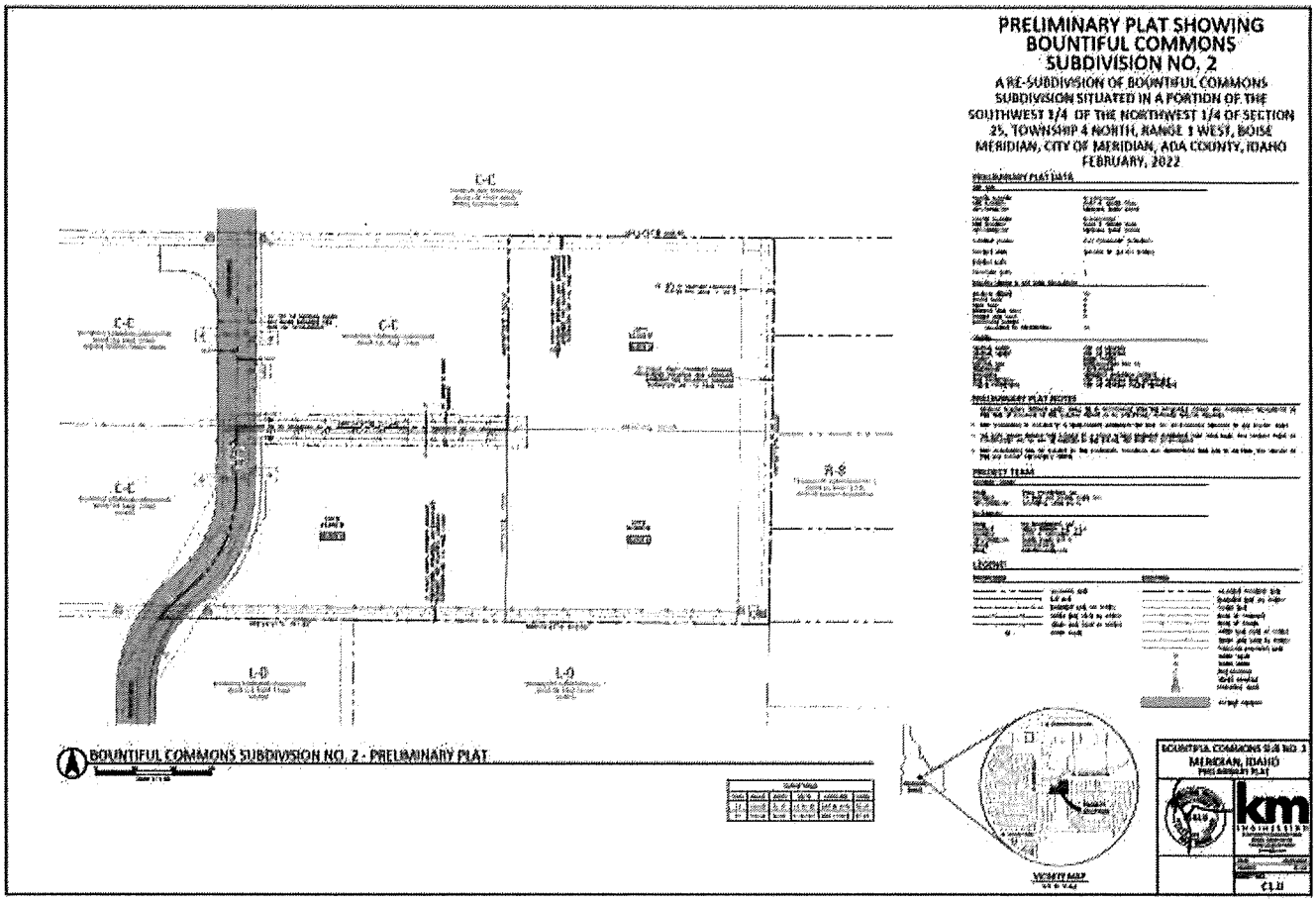
A-1.0

C. Existing Recorded Plat & Record of Survey

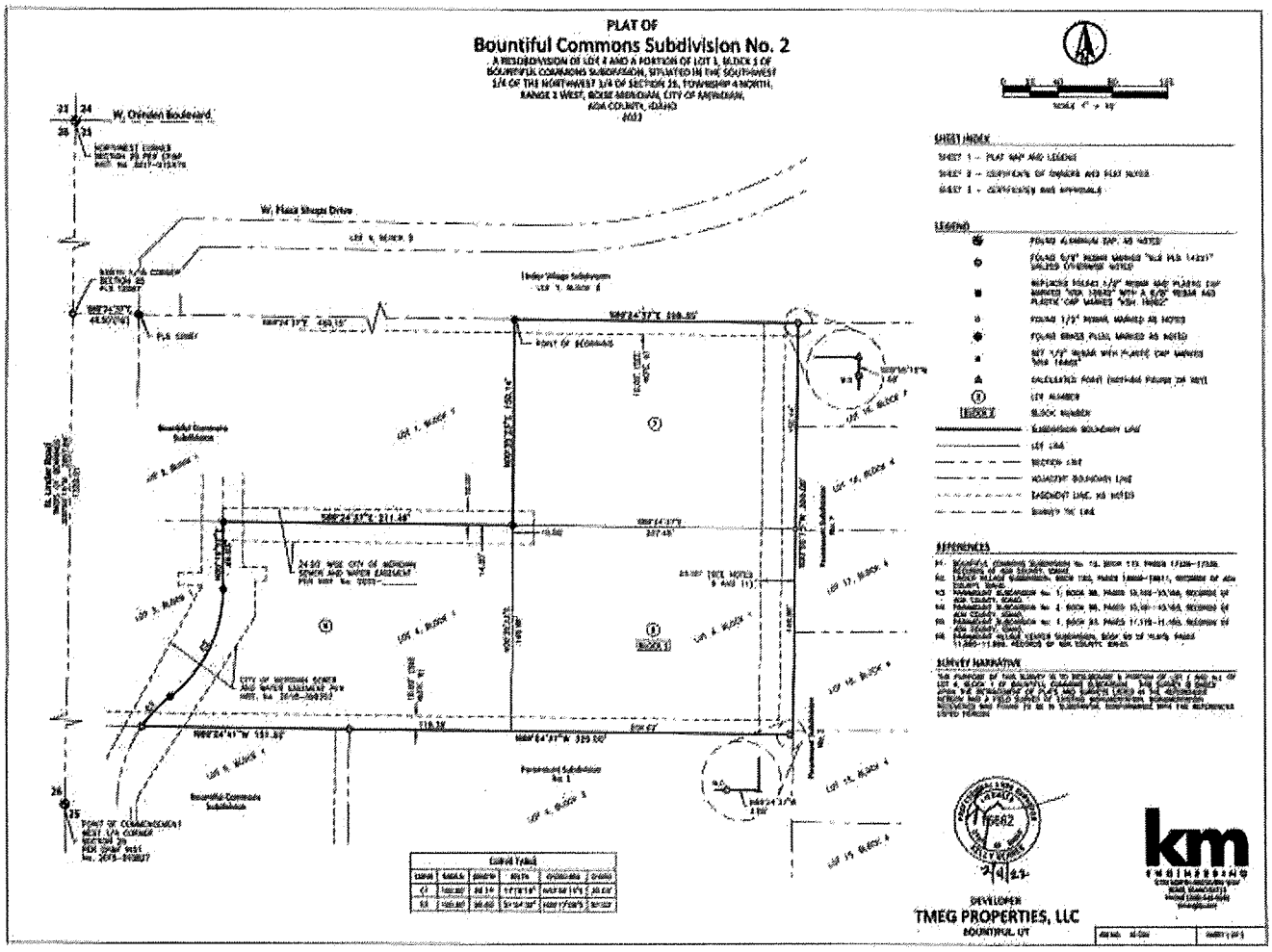



RECORD OF SURVEY
PROPERTY BOUNDARY ADJUSTMENT
TMEG Properties LLC
ROS No.
LEGEND
NOTES
REFERENCES
CERTIFICATE OF COUNTY RECORDER
SURVEY NARRATIVE
CERTIFICATE OF SURVEYOR
km

D. Proposed Preliminary Plat (date: 2/1/2022)



E. Proposed Final Plat (dated: 2/4/2022)



PLAT OF

Bountiful Commons Subdivision No. 2

CERTIFICATE OF OWNERS

[illegible]

ACKNOWLEDGMENT

[illegible]

NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
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8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]
13. [illegible]

CERTIFICATE OF SURVEYOR

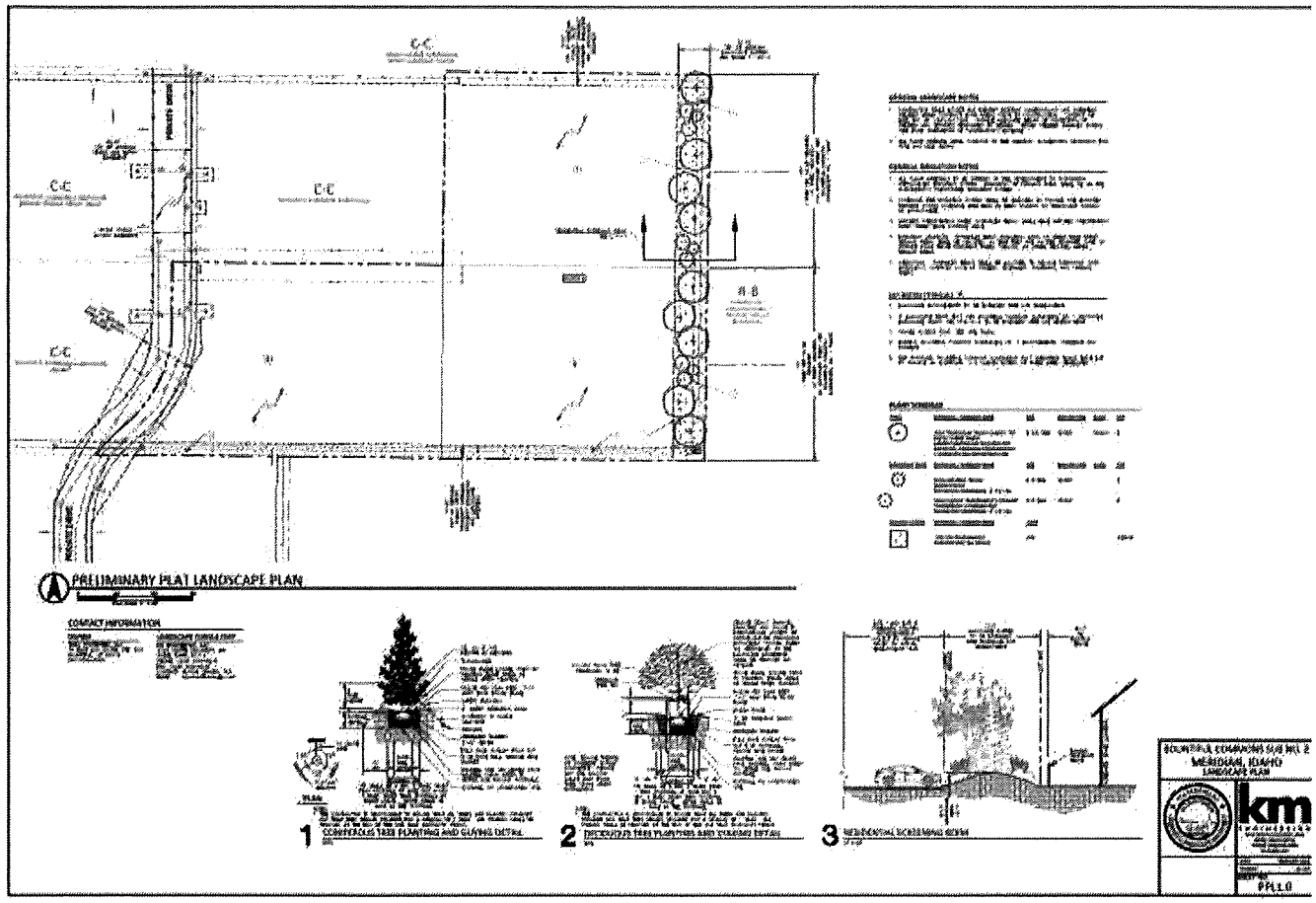
[illegible]

16662

3/4/21

km ENGINEERING

F. Landscape Plan (date: February 2022)



VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

~~**Staff recommends the Applicant revise the conceptual development plan depicted in Section VII.B to incorporate the changes noted in Section V.A and submit a copy of the revised plan to the Planning Division at least 10 days prior to the City Council hearing.** *A revised plan was submitted after the Commission hearing that incorporated some but not all of Staff's recommended changes (see Sections VI.B.5 and VII.B for more info).*~~ ***The Council did not require removal of the parking between the buildings in order to provide central plazas in those areas as recommended by Staff.***

1. The existing Development Agreement (DA) (Inst. #*2018-052340*, H-2017-0095) for Linder Mixed Use shall be amended as proposed by the Applicant with the changes to the conceptual development plan ~~recommended by Staff~~ required by City Council. The amended DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting approval of the amendment. The amended DA shall include the following provisions as required by City Council:

   a. No restaurant or tap room (i.e. drinking establishment) uses shall be allowed on the two (2) eastern lots (i.e. Lots 7 & 8, Block 1). ~~If the buildings along the eastern boundary of the site are turned parallel to the property line, the use(s) shall be limited to professional office functions only.~~

   b. The Applicant shall have flexibility in the future site design to allow the reduction of buildings by one (1) and/or the option to change the orientation of the buildings.

2. The final plat shall include the following revisions:

   a. Include the recorded instrument of the City of Meridian sewer and water easement graphically depicted on Sheet 1.

3. The landscape plan depicted in Section VII.F ~~is approved as submitted.~~ shall be revised as follows:

   a. Remove the berm along the eastern property boundary and depict a 25-foot wide buffer to residential uses along the east property boundary, landscaped per the standards listed in UDC 11-3B-9C.

   b. Depict a 6-foot tall solid fence that meets HOA specifications along the eastern property boundary and fill in the existing irrigation ditch and level it out to match the elevation at the property line of the adjacent residential lots.

   c. Relocate the trash enclosure away from the eastern boundary of the site and place it in between the buildings in the middle area, as allowed by Republic Services.

4. Future development shall be consistent with the minimum dimensional standards listed in UDC Table *11-2B-3* for the C-C zoning district.

5. With development of Lots 7 and 8, Block 1, a 25-foot wide buffer shall be provided along the eastern boundary of those lots adjacent to residential uses as set forth in UDC Table 11-2B-2, landscaped per the standards listed in UDC *11-3B-9C*. *Note: This buffer is not required to be constructed with the subdivision improvements.*

6. As approved with Bountiful Commons Subdivision No. 1 tree mitigation plan, each lot shall provide an additional 12.5 caliper inches of trees, above the minimum standards, when

developed. These trees shall be depicted on the landscape plans submitted with the Certificate of Zoning Compliance application for development of each lot.

7. All waterways on this site shall be piped as set forth in UDC *11-3A-6B* unless otherwise waived by City Council.

B. PUBLIC WORKS

Site Specific Conditions of Approval

1. Sewer mains must meet minimum separation requirements from other mains; which is 10 feet for parallel lines.
2. Sewer mains require a minimum 20-foot-wide easement whenever they're located outside of right-of-way.
3. Ensure no sewer services pass through infiltration trenches.
4. Ensure no permanent structures including, but not limited to trees, shrubs, buildings, carports, trash enclosures, fences, infiltration trenches, light poles, etc. are built within any City utility easement.
5. The applicant must ensure that fire requirements are met and no fire hydrants or fire services lines are required for the eastern parcels. If any hydrants are fire lines are required, then an 8-inch diameter water main must be run to the eastern properties instead of service lines; the services, hydrants, and fire lines will then be stubbed from that 8-inch main extension. If main is added, a 20-foot-wide easement will be required over the main.
6. A streetlight plan will be required, and must conform with the Meridian City Standards and Specifications.
7. Three (3) new streetlights will be required within the right-of-way of North Linder Road.

General Conditions of Approval

8. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
9. 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.
10. 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 81/2" 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
22. Developer shall coordinate mailbox locations with the Meridian Post Office.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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*.
28. 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.
29. 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. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

https://weblink.meridiancity.org/WebLink/DocView.aspx?id=259544&dbid=0&repo=MeridianCity

D. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

https://weblink.meridiancity.org/WebLink/DocView.aspx?id=259179&dbid=0&repo=MeridianCity

E. ADA COUNTY HIGHWAY DISTRICT (ACHD)

https://weblink.meridiancity.org/WebLink/DocView.aspx?id=260310&dbid=0&repo=MeridianCity

IX. FINDINGS

A. Combined Preliminary and Final Plat:

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:

1. The plat is in conformance with the Comprehensive Plan;

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

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

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

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

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

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

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

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

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

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

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