

## DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
  2. **Tammy Petsche, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Tammy Petsche**, whose address is 3554 E. Presidential Drive, Meridian, ID, 83642, 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 rezoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or rezoning of land; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for rezoning of 0.60 acres of land with a request for the O-T (Old Town) 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 24<sup>th</sup> day of October, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and

Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B;” and

- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on a Certificate of Zoning Compliance; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Tammy Petsche**, whose address is 3554 E. Presidential Drive, Meridian, Idaho, 83642, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

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

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

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

a. The development shall comply with all provisions of the O-T zoning district as set forth in UDC 11-2D.

b. Applicant shall comply with the access to street standards set forth in UDC 11-3A-3. The existing driveway may remain as long as the home and site are not expanded. With a future Certificate of Zoning Compliance application, the applicant will be required to grant cross access to one or more of the adjoining properties (Parcel #'s R6129020630, R6129020520, R6129020650, and R6129020570) for future interconnectivity, which may include the closure of one or both existing accesses to Meridian Road as determined by the Director.

c. The Applicant shall install landscaping along the Meridian Road frontage to include trees, shrubs, lawn, hardscapes, and/or a water-conserving design in accord with UDC 11-3B-7C.

d. Applicant shall comply with the ordinances in effect at the time of application submittal.

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

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

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

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure

the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the rezoning 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 rezoning the Property as specified herein.

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

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

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

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

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

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

**OWNER/DEVELOPER:**  
**Tammy Petsche**  
3554 E. Presidential Drive  
Meridian, ID 83642

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

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

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives,

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

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

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

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

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

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

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

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the rezoning 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:**

**Tammy Petsche**

TAMMY PETSCHÉ

STATE OF IDAHO )  
: ss:  
County of Ada )

On this 8<sup>th</sup> day of November, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tammy Petsche**, known or identified to me to be the person who signed above and acknowledged to me that they executed the same.

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

(SEAL)



[Signature]  
Notary Public  
My Commission Expires: 11/08/2025

**CITY OF MERIDIAN**

ATTEST:

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

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

STATE OF IDAHO )  
: ss:  
County of Ada )

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

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

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_



# EXHIBIT A

## **ELS** ENGBRITSON LAND SURVEYS, PLLC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 [mike@elsurveys.com](mailto:mike@elsurveys.com)

26 June 2023

Revised: 26 July 2023

ELS Project No. 230616 – Tammy Petsche  
Land Description for Rezone  
Reference Warranty Deed Instrument No. 2019-115758  
Contains 26,284 square feet more or less

### EXHIBIT A

A portion of land within Block 5 of F.A. Nourse's Third Addition to Meridian (a recorded plat in Book 6 at Page 289 of Ada County records) within a portion of the NE ¼ of Section 7, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

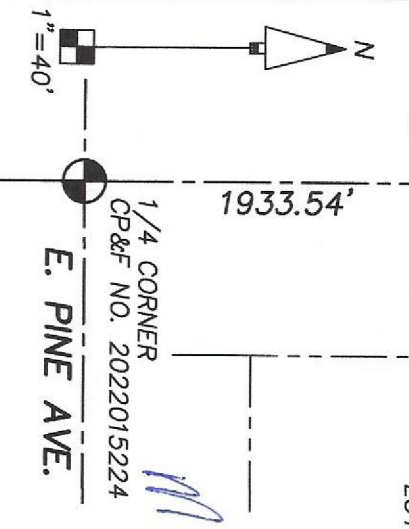
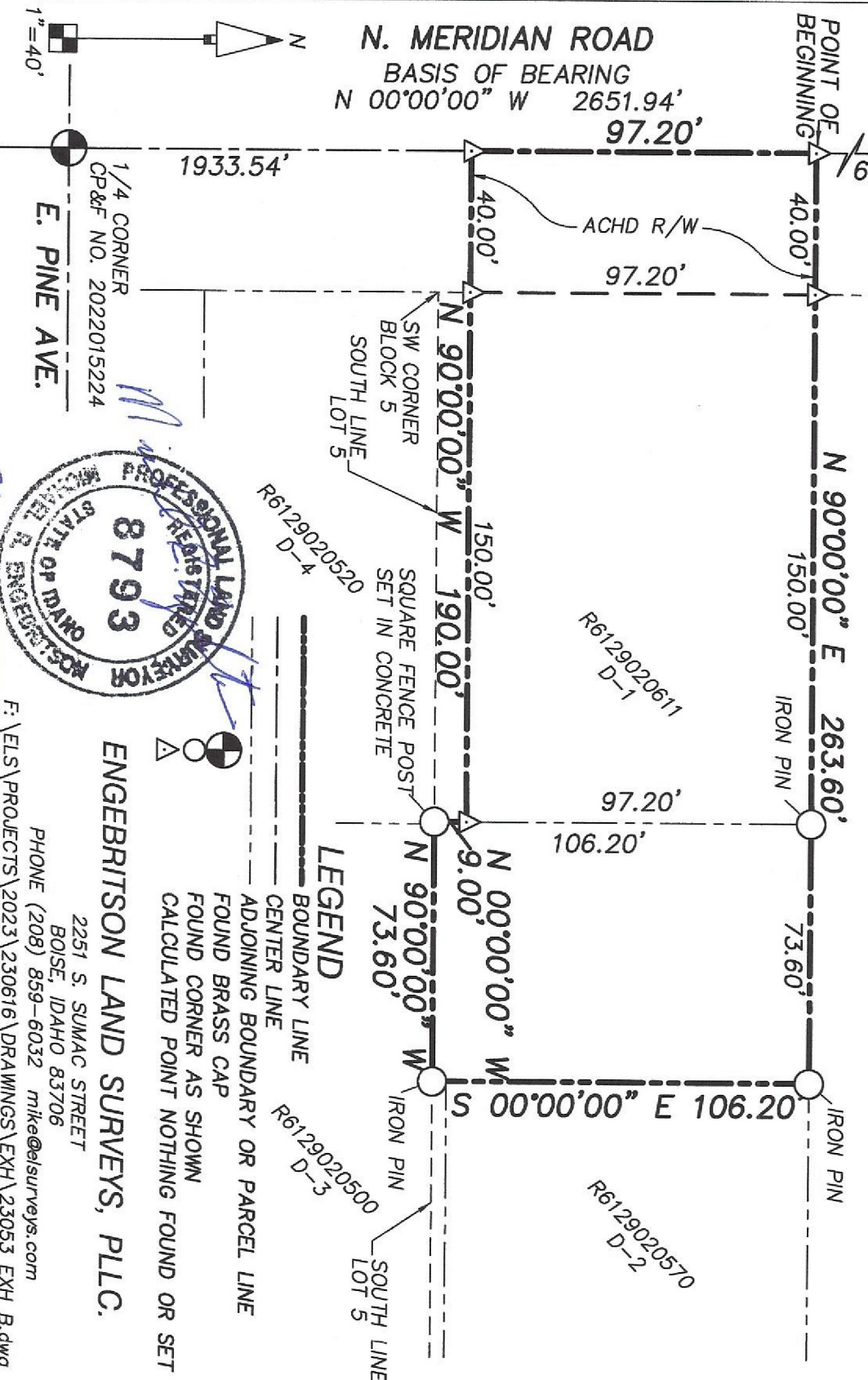
Commencing at a found Brass Cap monument marking the Northwest corner of said Section 7 from which a found Brass Cap monument marking the West ¼ corner of said Section bears S 00°00'00" E a distance of 2651.94 feet, thence southerly along the west boundary line of said Section S 00°00'00" E a distance of 621.20 feet to the POINT OF BEGINNING.

Thence easterly perpendicular to said Section line N 90°00'00" E a distance of 263.60 feet to a found iron pin;  
Thence southerly parallel to said Section line S 00°00'00" E a distance of 106.20 feet to a found iron pin on the South line of said Block 5;  
Thence westerly along said South line N 90°00'00" W a distance of 73.60 feet to a found square fence post set in concrete;  
Thence northerly perpendicular to said South line and parallel to said Section line N 00°00'00" W a distance of 9.00 feet to a point;  
Thence parallel to and 9.00 feet northerly of said South line N 90°00'00" W a distance of 190.00 feet to a point on said Section line;  
Thence northerly along said Section line N 00°00'00" W a distance of 97.20 feet to the POINT OF BEGINNING.

The above-described tract of land contains 26,284 square feet more or less subject to all existing easements and rights-of-way.



1 6 E. FAIRVIEW AVE. EXHIBIT B - PETSCHKE REZONE TO OLD TOWN (O-T)  
 SECTION CORNER CP&F NO. 113105589 A PORTION OF BLOCK 5 OF F.A. NURSES 3RD ADDITION  
 12 7 CP&F NO. 2022015224 WITHIN THE NE 1/4, SECTION 7, T 3 N, R 1 E, B.M.  
 CITY OF MERIDIAN, ADA COUNTY, IDAHO  
 2023



**ENGEBRITSON LAND SURVEYS, PLLC.**  
 2251 S. SUMAC STREET  
 BOISE, IDAHO 83706  
 PHONE (208) 859-6032 [mike@elsurveys.com](mailto:mike@elsurveys.com)  
 F:\ELS\PROJECTS\2023\230616\DRAWINGS\EXH\23053 EXH B.dwg  
 311-07-1-0-6-289 ELS P.N. 230616

**LEGEND**  
 BOUNDARY LINE  
 CENTER LINE  
 ADJOINING BOUNDARY OR PARCEL LINE  
 FOUND BRASS CAP  
 FOUND CORNER AS SHOWN  
 CALCULATED POINT NOTHING FOUND OR SET

26 JULY 2023  
 R6129020520 D-4  
 R6129020611 D-1  
 R6129020570 D-2  
 R6129020500 D-3

## EXHIBIT B

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



**In the Matter of the Request for Rezone of 0.60 acres of land from the C-C zoning district to the O-T zoning district for the purpose of remodeling the existing detached garage and transitioning the property's current existing single-family detached residential use from non-conforming to conforming, by Tammy Petsche.**

**Case No(s). H-2023-0039**

**For the City Council Hearing Date of: October 17, 2023 (Findings on October 24, 2023)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of October 17, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of October 17, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of October 17, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of October 17, 2023, incorporated by reference)

**B. Conclusions of Law**

1. The City of Meridian shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.



7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of October 17, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

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

1. The applicant's request for Rezone is hereby approved per the conditions of approval in the Staff Report for the hearing date of October 17, 2023, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Preliminary Plat Duration

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

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

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

##### Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. 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 conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

#### 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 October 17, 2023

By action of the City Council at its regular meeting held on the 24<sup>th</sup> day of October, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

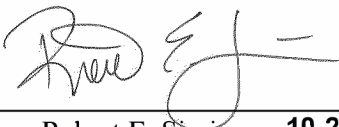
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED \_\_\_\_\_

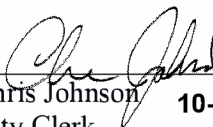
COUNCIL MEMBER JOHN OVERTON VOTED AYE


COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

  
\_\_\_\_\_  
Mayor Robert E. Simison 10-24-2023

Attest:

  
\_\_\_\_\_  
Chris Johnson 10-24-2023  
City Clerk



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

By:  \_\_\_\_\_ Dated: 10-24-2023  
City Clerk's Office

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: October 17, 2023  
 TO: Mayor and City Council  
 FROM: Stacy Hersh, Associate Planner  
 208-884-5533  
 SUBJECT: Petsche Rezone  
[H-2023-0039](#)  
 LOCATION: 1508 N. Meridian Road (Parcel #R6129020611)



**I. PROJECT DESCRIPTION**

Request to rezone 0.60 acres of land from the C-C zoning district to the O-T zoning district for the purpose of remodeling the existing detached garage and transitioning the property’s current existing single-family detached residential use from non-conforming to conforming.

A. Project Summary

Description	Details	Page
Acreage	Rezone - 0.60	
Future Land Use Designation	Old Town	
Existing Land Use(s)	Single-family residential	
Proposed Land Use(s)	Single-family residential	
Lots (# and type; bldg./common)	1 lot	
Phasing Plan (# of phases)	NA	
Physical Features (waterways, hazards, flood plain, hillside)	No unique physical features	
Neighborhood meeting date; # of attendees:	June 13, 2023	
History (previous approvals)	None	



B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access occurs from N. Meridian Road	
Stub Street/Interconnectivity/Cross Access		
Existing Road Network		
Existing Arterial Sidewalks / Buffers		
Proposed Road Improvements	No road improvements are required.	
Fire Service	No comments	
Police Service	No comments	
Wastewater		
<ul style="list-style-type: none"> <li>Comments</li> </ul>	<ul style="list-style-type: none"> <li>No changes to public sewer infrastructure shown in records. Any changes need to be approved by public works.</li> </ul>	
Water		
Distance to Water Services	<ul style="list-style-type: none"> <li>No changes to public water infrastructure shown in records. Any changes need to be approved by public works.</li> </ul>	

C. Project Area Maps

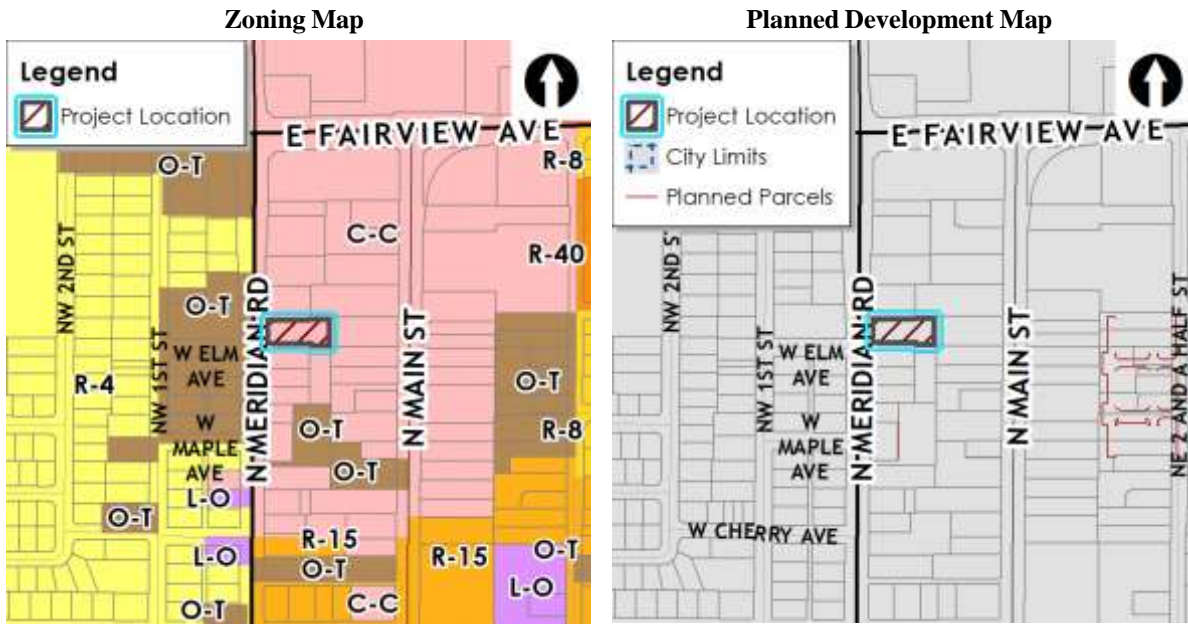
Future Land Use Map



Aerial Map







**II. APPLICANT INFORMATION**

A. Applicant:

Tammy Petsche, Owner – 3554 E. Presidential Drive, Meridian, ID 83642

B. Owner:

Same as above.

**III. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Newspaper Notification	9/05/2023	10/01/2023
Radius notification mailed to properties within 500 feet	8/31/2023	9/29/2023
Sign Posting	9/10/2023	10/5/2023
Nextdoor posting	9/5/2023	9/28/2023

**IV. COMPREHENSIVE PLAN ([HTTPS://WWW.MERIDIANCITY.ORG/COMPLAN](https://www.meridiacity.org/complan)):**

**Land Use:**

This property is designated Old Town (O-T) on the Future Land Use Map (FLUM).

This designation includes the historic downtown and the true community center. The boundary of the Old Town district predominantly follows Meridian’s historic plat boundaries. In several areas, both sides of a street were incorporated into the boundary to encourage similar uses and complimentary design of the facing houses and buildings. Sample uses include offices, retail and lodging, theatres, restaurants, and service retail for surrounding residents and visitors. A variety of residential uses are also envisioned and could include reuse of existing buildings, new construction of multi-family residential over ground floor retail or office uses.

**Proposed Use:** The purpose of the request for rezoning is to facilitate the renovation of the existing detached garage while retaining the property's current residential use. Furthermore, rezoning to O-T would allow the Applicant to submit building permit applications for constructing a new building and making structural modifications to the existing building without obtaining a Conditional Use Permit for each proposed improvement to the site. A single-family detached dwelling unit is considered a non-conforming use in the C-C zoning district per UDC Table 11-2B-2. The Applicant intends to retain the existing home while renovating the old detached garage situated behind the home. Additionally, the Applicant has future plans to potentially construct an Accessory Dwelling Unit or Live/Work structure at a later date.

**COMPREHENSIVE PLAN POLICIES** (<https://www.meridiancity.org/compplan>):

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

- Encourage diverse housing options suitable for various income levels, household sizes, and lifestyle preferences. (2.01.01)

*This application is for rezoning from C-C to O-T to allow the Applicant to remodel the existing garage and maintain the existing home as a conforming residential use. This would allow for more diversity in housing within the area.*

- Maintain a range of residential land use designations that allow diverse lot sizes, housing types, and densities. (2.01.01C)

*The existing home contributes to the diversity in lot sizes, housing types, and densities within the surrounding area.*

- Encourage the development of high quality, dense residential and mixed-use areas near in and around Downtown, near employment, large shopping centers, public open spaces and parks, and along major transportation corridors, as shown on the Future Land Use Map. (2.02.01E)

*The subject property is an existing site situated near the downtown core. It falls within a large area that is designated for Old Town zoning as outlined by the Comprehensive Plan near N. Meridian Rd., a principal arterial, and is within walking distance of a large amount of goods, services, and employment.*

- 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. and densities. (3.03.03A)

*This project is currently serviced by City of Meridian water and sewer.*

**Based on the analysis above, staff finds the proposed development is consistent with the Comprehensive Plan.**

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

The proposed use, single-family detached dwelling unit is listed as a principally permitted use in the O-T (Old Town) zoning district per UDC Table [11-2C-2](#). Compliance with the standards listed in UDC [11-2D-3](#) and [11-2D-4](#) is required.

## VI. STAFF ANALYSIS

### **Rezone (RZ):**

The Applicant is requesting to rezone 0.60 acres of land from the C-C zoning district to the O-T zoning district for the purpose of remodeling the existing detached garage and transitioning the property's current existing single-family detached residential use from non-conforming to conforming. A legal description and exhibit map for the rezone area is included in Section VIII.A. This property is within the City's Area of City Impact boundary.

**The City may require a development agreement (DA) in conjunction with a rezone pursuant to Idaho Code section 67-6511A. The City may require a development agreement (DA) in conjunction with a rezone pursuant to Idaho Code section 67-6511A. To ensure future development is consistent with the Comprehensive Plan and with the development plan proposed with this application, Staff recommends a DA is required with this application, containing the provisions noted in Section IX., as discussed herein.**

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

There are no minimum setbacks in the O-T zoning district. The existing home meets all dimensional standards for the O-T zoning district.

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

Access is provided via N. Meridian Road, an arterial street, via a fully improved "U" shaped driveway. This driveway does not adhere to the ACHD District's guidelines for successive driveways in terms of alignment or offset, as it falls short of the minimum of 330 feet separation from any existing or proposed driveway, and is not located a minimum of 355-feet away from the nearest intersection. Since the applicant is not intensifying or changing the use of the property staff and ACHD are supportive of the driveway configuration remaining for the residential use. Per UDC 11-3A-3 when a property takes access from an arterial street and prior to any new, expanded, or extended use or development of the property, to adjoining properties, the property owner is required to grant cross access. Further, this requirement may extend to residential properties where the use is anticipated to change to a nonresidential use. As noted above, the property owner intends to expand the site in the future. Since the property abuts several underdeveloped properties and there is the potential for further expansion on the property, Staff believes cross access is warranted, but identifying which properties and the exact location for the shared driveways will be determined when actual development is proposed for the property. This may include closing one or both driveways. Staff recommends that in the event the property intensifies or redevelops in the future, the Applicant should provide cross/access to the neighboring properties located to the south, north, and east to eliminate the need for multiple accesses off an arterial roadway within close proximity in accord with UDC 11-3A-3.

### **Parking ([UDC 11-3C](#)):**

The existing home has a driveway off of Meridian Road that contains a 20' x 20' parking pad and a two-car garage. UDC 11-3C-6 requires 4 parking spaces for a three and four-bedroom home, at least two in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad. In reviewing the County Assessor's records, it appears the home currently has three bedrooms. Therefore, *the parking provided on-site meets the minimum requirements of 11-3C-6.*

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

There is an existing 7-foot wide attached sidewalk on Meridian Road along the existing property frontage that is consistent with ACHD's district policy for arterial roads with the exception of dedicated right-of-way; therefore, additional right-of-way dedication totaling 96-feet on Meridian Road abutting the site should be required as part of a future application. *Based on ACHD's recommendation of approval, Staff recommends that the Applicant provide a permanent right-of-way easement to 2 feet behind the back of the sidewalk for any sidewalk placed outside of the dedicated right-of-way.*

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

A landscape buffer is not required for a single-family dwelling unit in the O-T zoning district. The UDC does not regulate landscaping on residential lots. *However, the existing house is currently setback approximately 30 feet from Meridian Road leaving several areas in front of the residence that could be landscaped to enhance the streetscape along Meridian Rd. Staff believes the street frontage should be landscaped with a mix of trees, shrubs, lawn, hardscapes, and/or a water-conserving design in accord with UDC 11-3B-7C.*

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

There is not existing fencing on the property. There is an existing CMU wall on the south side of the property. *Any new or relocated fencing should comply with fencing regulations per UDC 11-3A-7.*

**Outdoor Lighting (UDC [11-3A-11](#)):**

All outdoor lighting is required to comply with the standards listed in UDC 11-3A-11C unless otherwise approved through alternative compliance. Light fixtures that have a maximum output of 1,800 lumens or more are required to have an opaque top to prevent up-lighting; the bulb shall not be visible and shall have a full cutoff shield in accord with Figure 1 in UDC 11-3A-11C.

**Building Elevations:**

The existing building consists of stucco, brick, and asphalt roof shingles. *A Design Review application is not required for single-family dwellings; however, when the property redevelops to commercial use in the future, a Design Review application will be required.*

*A Certificate of Zoning Compliance application is required to be submitted for approval for future re-development for commercial uses on this site to ensure compliance with UDC standards and development provisions associated with this application.*

**VII. DECISION**

**A. Staff:**

Staff recommends approval of the proposed rezone from C-C to O-T per the Findings in Section X of this report with the inclusion of a Development Agreement.

**B. The Meridian Planning & Zoning Commission heard these items on September 21, 2023. At the public hearing, the Commission moved to recommend approval of the subject Rezone request.**

- 1. Summary of Commission public hearing:**
  - a. In favor: Dave Petsche, Owner
  - b. In opposition: None
  - c. Commenting: None
  - d. Written testimony: None
  - e. Staff presenting application: Linda Ritter, Associate Planner
  - f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:**
  - a. None
- 3. Key issue(s) of discussion by Commission:**
  - a. None
- 4. Commission change(s) to Staff recommendation:**
  - a. None
- 5. Outstanding issue(s) for City Council:**
  - a. None

C. The Meridian City Council heard these items on October 17, 2023. At the public hearing, the Council moved to approve the subject Rezone and request.

1. Summary of the City Council public hearing:

a. In favor: Dave Petsche, Owner

b. In opposition: None

c. Commenting: None

d. Written testimony: None

e. Staff presenting application: Stacy Hersh, Associate Planner

f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

a. None

3. Key issue(s) of discussion by City Council:

a. None

4. City Council change(s) to Commission recommendation:

a. None

VIII. EXHIBITS

A. Rezoning Legal Description and Exhibit

**ELS** ENGBRITSON LAND SURVEYS, PLLC.

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 [mike@elsurveys.com](mailto:mike@elsurveys.com)

26 June 2023  
Revised: 26 July 2023

ELS Project No. 230616 – Tammy Petsche  
Land Description for Rezone  
Reference Warranty Deed Instrument No. 2019-115758  
Contains 26,284 square feet more or less

**EXHIBIT A**

A portion of land within Block 5 of F.A. Nourse's Third Addition to Meridian (a recorded plat in Book 6 at Page 289 of Ada County records) within a portion of the NE ¼ of Section 7, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

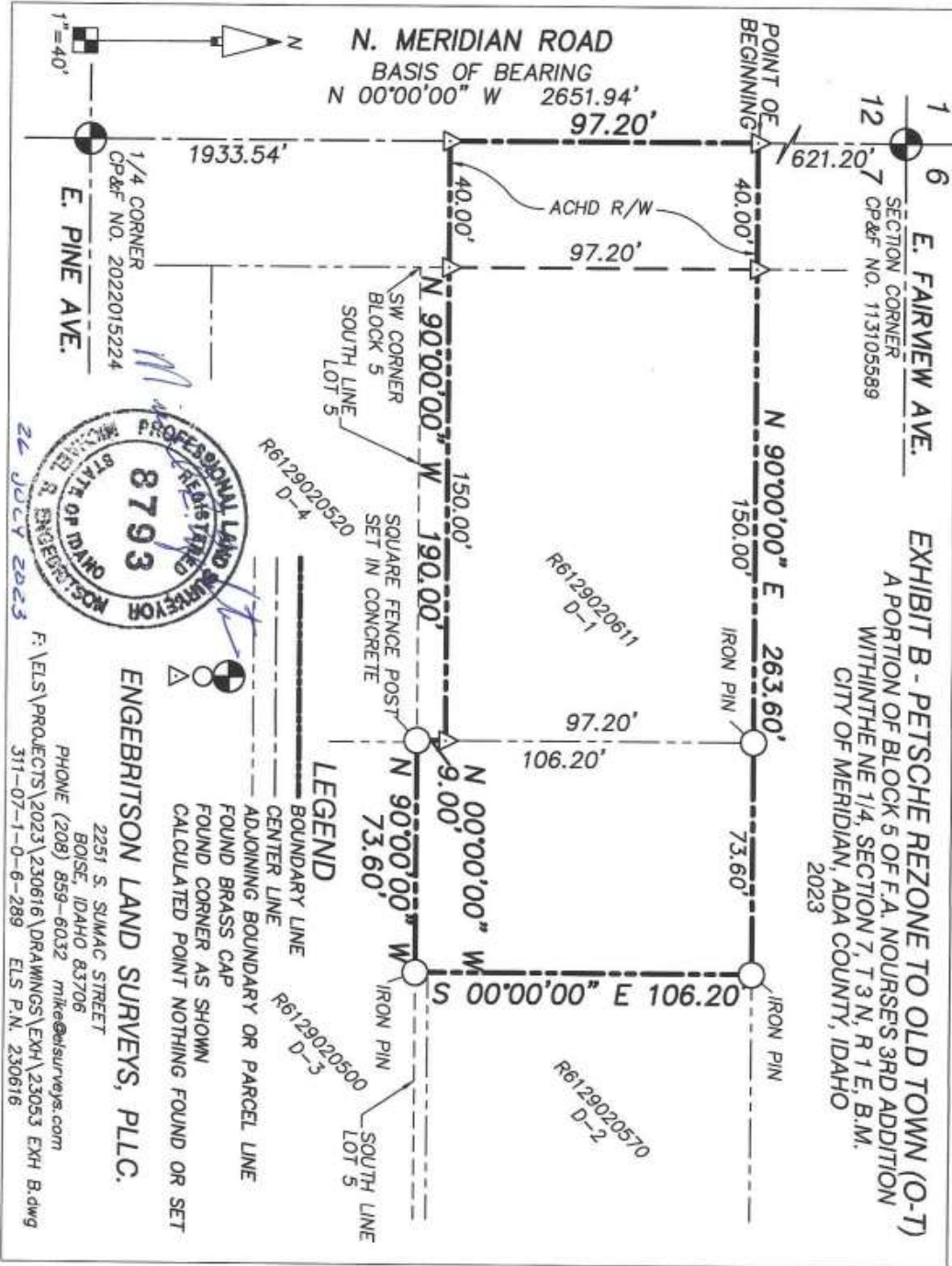
Commencing at a found Brass Cap monument marking the Northwest corner of said Section 7 from which a found Brass Cap monument marking the West ¼ corner of said Section bears S 00°00'00" E a distance of 2651.94 feet, thence southerly along the west boundary line of said Section S 00°00'00" E a distance of 621.20 feet to the POINT OF BEGINNING.

Thence easterly perpendicular to said Section line N 90°00'00" E a distance of 263.60 feet to a found iron pin;  
Thence southerly parallel to said Section line S 00°00'00" E a distance of 106.20 feet to a found iron pin on the South line of said Block 5;  
Thence westerly along said South line N 90°00'00" W a distance of 73.60 feet to a found square fence post set in concrete;  
Thence northerly perpendicular to said South line and parallel to said Section line N 00°00'00" W a distance of 9.00 feet to a point;  
Thence parallel to and 9.00 feet northerly of said South line N 90°00'00" W a distance of 190.00 feet to a point on said Section line;  
Thence northerly along said Section line N 00°00'00" W a distance of 97.20 feet to the POINT OF BEGINNING.

The above-described tract of land contains 26,284 square feet more or less subject to all existing easements and rights-of-way.







B. Site Map





C. Elevations of Existing Home







## **IX. CITY/AGENCY COMMENTS**

### **A. PLANNING**

#### **1. Rezone**

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

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 rezone. The DA shall, at minimum, incorporate the following provisions IF City Council determines rezone is in the best interest of the City:

- a. The development shall comply with all provisions of the O-T zoning district as set forth in UDC 11-2D.
- b. Applicant shall comply with the access to street standards set forth in UDC 11-3A-3. The existing driveway may remain as long as the home and site are not expanded. With a future Certificate of Zoning Compliance Application, the applicant will be required to grant cross access to one or more of the adjoining properties (Parcel #'s R6129020630, R6129020520, R6129020650, and R6129020570) for future interconnectivity which may include the closure of one or both existing accesses to Meridian Road as determined by the Director.
- c. The Applicant shall install landscaping along the Meridian Road frontage to include trees, shrubs, lawn, hardscapes, and/or a water-conserving design in accord with UDC 11-3B-7C.
- d. Applicant shall comply with the ordinances in effect at the time of application submittal.

### **B. NAMPA MERIDIAN IRRIGATION DISTRICT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=291420&dbid=0&repo=MeridianCity&cr=1>

### **C. IDAHO TRANSPORTATION DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=292380&dbid=0&repo=MeridianCity>

### **D. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=291615&dbid=0&repo=MeridianCity>

### **E. ACHD**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=291016&dbid=0&repo=MeridianCity>

## **X. FINDINGS**

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

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

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

*Staff finds the proposed zoning map amendment to rezone the property from the C-C zoning district to the O-T zoning district is consistent with the Comprehensive Plan.*

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

*Staff finds the proposed zoning map amendment complies with the regulations outlined in the requested Old Town designation.*

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

*Staff 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

*Staff 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.

*Subject site is already annexed so staff finds this finding nonapplicable.*