

DEVELOPMENT AGREEMENT

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

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 2nd day of May, 2022, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **TAB Holdings, LLC**, whose address is 24630 Shautzy Lane, Caldwell, ID 83607-5545, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A", which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for an annexation and rezone of 10.06 acres of land to the R-8 (Medium Density Residential) zoning district on the property as shown in Exhibit "A" under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council, as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council, includes responses of

government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 19th day of April, 2022, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **TAB Holdings, LLC**, whose address is 24630 Shautzy Lane, Caldwell, ID 83607-5545, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owners(s)/developer(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

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

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

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

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan and conceptual building elevations for the single-family dwellings included in Section VII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B”, and the provisions contained herein.
- b. Prior to City Engineer signature on a final plat, the existing home shall be connected to City utilities.
- c. Prior to signature on the final plat, the existing home will be required to vacate the existing access to N. Chinden Blvd. via N. Elk Ranch Ln. and take access through the proposed Friendship subdivision via the proposed E. Lockhart St. in accord with UDC 11-3H-4.

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

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

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

7.2 **Notice and Cure Period.** In the event of Owner/Developer’s default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty

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

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

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

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the re-zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

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

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

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

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

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

OWNER/DEVELOPER:
TAB Holdings, LLC, Thayne A. Boren, Manager/Member
24630 Shautzy Lane
Caldwell, ID 83607-5545

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:

TAB Holdings, LLC

Thayne Burr
By: _____

CITY OF MERIDIAN

ATTEST:

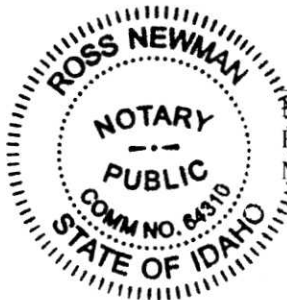
By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss:
County of Ada)

On this 2 day of May, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Thayne Burr, known or identified to me to be the President of **TAB Holdings, LLC**, and the person who signed above and acknowledged to me that he executed the same on behalf of said Company.

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



R. Newman
Notary Public for Idaho
Residing at: Payette County
My Commission Expires: 1/25/27

STATE OF IDAHO)
 : ss:
County of Ada)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

Notary Public for Idaho
Residing at: _____
Commission expires: _____



B & A Engineers, Inc.

Consulting Engineers & Land Surveyors
5505 West Franklin Rd. Boise, ID 83705
Telephone 208.343.3381 Facsimile 208.342.5792
Established in 1921

Friendship Subdivision Boundary Description

30 September 2021

Lot 2 of Block 1 of Blythe Estates Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, being the southeast quarter of the northeast quarter of the northwest quarter of Section 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the northwest corner of said Section 30; thence N89°45'12"E, 2,420.71 feet along the northerly boundary of said Section 30 to the north quarter corner of said Section 30; thence S00°06'46"W, 664.69 feet along the easterly boundary of northwest quarter of said Section 30 to the northeast corner of said Lot 2, which is the **Point of Beginning**:

Thence continuing S00°06'46"W, 664.69 feet along the easterly boundary of said Lot 2 to the southeast corner of said Lot 2;

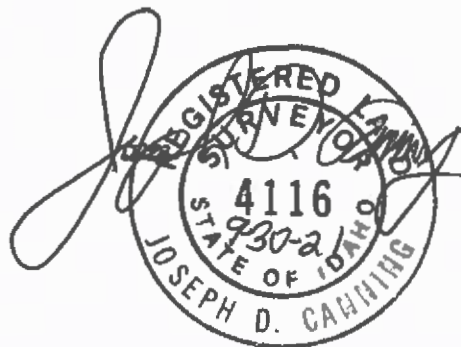
Thence S89°43'32"W, 658.96 feet along the southerly boundary of said Lot 2 to the southwest corner of said Lot 2;

Thence N00°05'51"E, 664.85 feet along the westerly boundary of said Lot 2 to the northwest corner of said Lot 2;

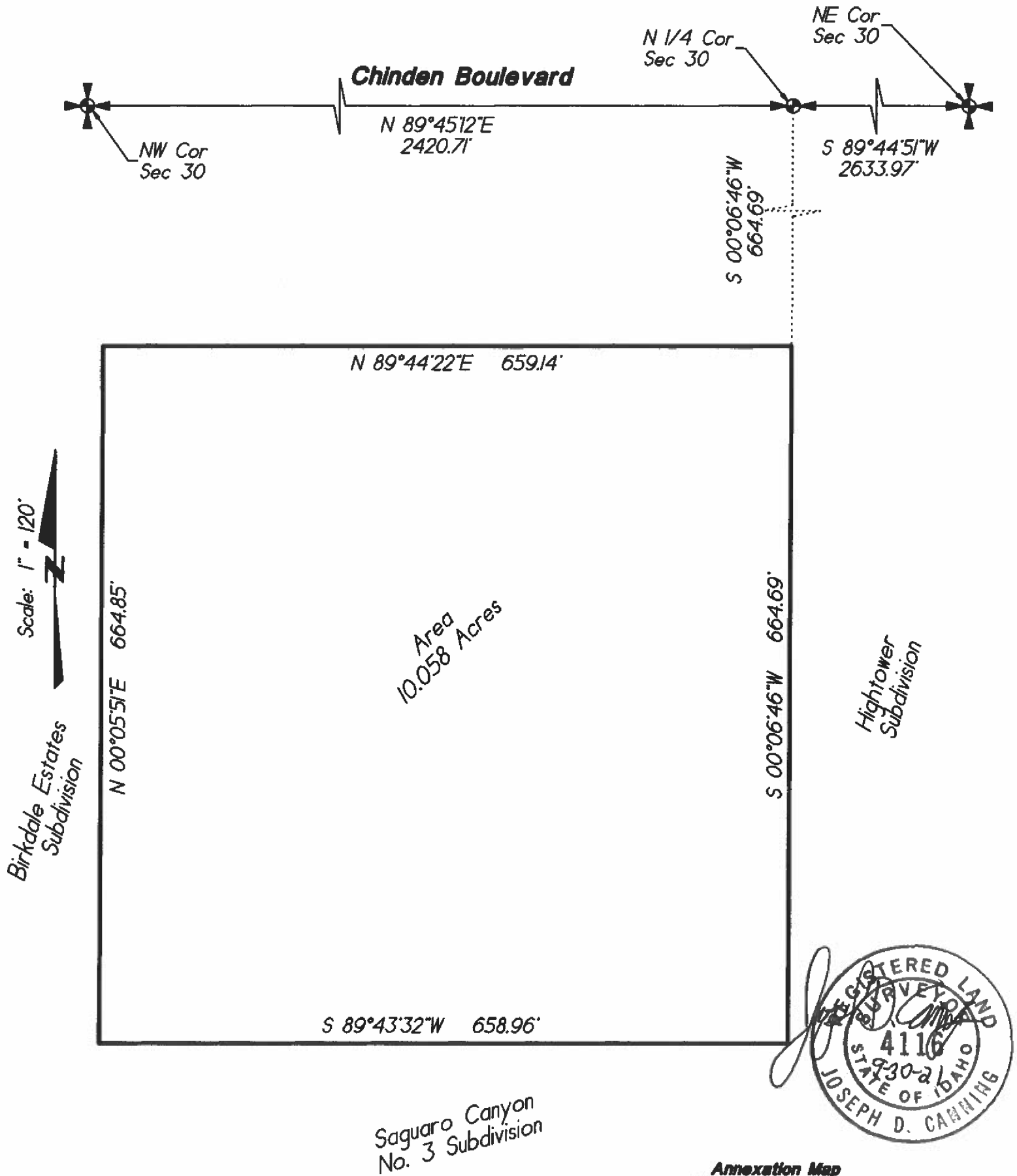
Thence N89°44'22"E, 659.14 feet along the northerly boundary of said Lot 2 to the **Point of Beginning**.

Comprising 10.058 Acres, more or less.

Subject to all existing easements and rights-of-way of record or apparent.



Proud to be Serving
Idaho for 100 Years



Annexation Map
Friendship Subdivision
Lot 2 of Block 1 of Blythe Estates Subdivision,
Being the Southeast Quarter of the Northeast Quarter
of the Northwest Quarter of Section 30,
Township 4 North, Range 1 East, Boise Meridian,
Ada County, Idaho

September 2021

EXHIBIT B

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



In the Matter of the Request for Annexation of 10.06 Acres of Land with the R-8 Zoning District and Preliminary Plat to allow 38 building lots and 7 common lots, by Centurion Engineers.

Case No(s). H-2021-0083

For the City Council Hearing Date of: March 15, 2022 (Findings on March 15, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 15, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 15, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 15, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 15, 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 March 15, 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 annexation and preliminary plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of March 15, 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 March 15, 2022

By action of the City Council at its regular meeting held on the 19th day of April, 2022

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED

COUNCIL MEMBER LUKE CAVENER

VOTED AYE

COUNCIL MEMBER TREG BERNT

VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED



Mayor Robert E. Simison 4-19-2022

Attest:



Chris Johnson 4-19-2022
City Clerk



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

By:  _____ Dated: 4-19-2022
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



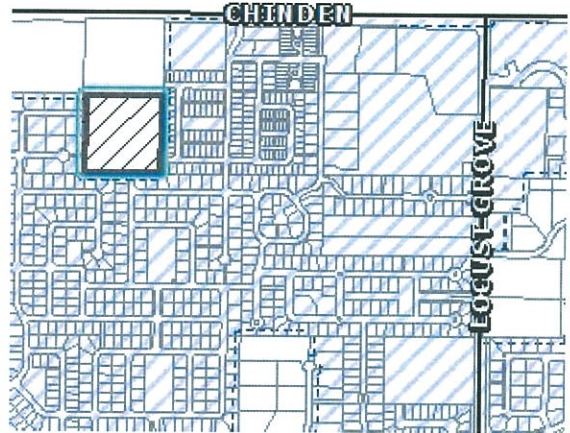
HEARING DATE: 3/15/2022

TO: Mayor & City Council

FROM: Alan Tiefenbach
208-884-5533

SUBJECT: AZ, PP - H-2021-0083
Friendship Subdivision

LOCATION: 6168 N. Elk Ranch Ln, located near the southeast corner of N. Meridian Rd and E. Chinden Blvd.



I. PROJECT DESCRIPTION

Annexation of 10.06 acres of land with the R-8 zoning district and preliminary plat to allow 41 building lots and 7 common lots.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	10.06
Future Land Use Designation	Medium Density Residential 8-12 du/acre
Existing Land Use(s)	1 single family residence
Proposed Land Use(s)	Single Family Residential
Lots (# and type; bldg./common)	41 building lots, 7 open space lots
Phasing Plan (# of phases)	1 phase
Number of Residential Units (type of units)	41
Density (gross & net)	4.1 du / ac gross
Open Space (acres, total [%]/buffer/qualified)	1.09 ac qualified open space (10.8%)
Amenities	One amenity is required, applicant is proposing tot lot, picnic table and benches.
Physical Features (waterways, hazards, flood plain, hillside)	A Settlers Irrigation canal bisects the property at a 45-degree angle; this is being relocated and piped.
Neighborhood meeting date; # of attendees:	August 6, 2021 – 5 attendees

Description	Details
History (previous approvals)	This property was proposed for annexation, zoning to R-8 and plat for 48 lots as the Bull Ranch Subdivision in 2015 (AZ 15-013, PP 15-017). This was subsequently denied by the Council with density being cited as a primary concern.

B. Community Metrics

Description	Details
Ada County Highway District	Report Pending, preliminary comments submitted
• Staff report (yes/no)	Yes
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed) Stub Street/Interconnectivity/Cross Access	N. Elk Ranch Rd is a private road which provides access from W. Chinden Rd to the subject property. Subdivision will stub to three local streets – E. Lockhart St. to the west, E. Tallinn St to the east, and N. Senita Hills to the south. A fourth stub is provided to the church property at the north.
Existing Road Network	E. Lockhard St., N. Senita Hills Ave. and E. Tallinn St. N. Elk Ln to E. Chinden is a private road.
Existing Arterial Sidewalks / Buffers	This is an internal subdivision surrounded by local roads so no buffers are required. There are 5 ft. wide sidewalks shown along all internal streets.
Proposed Road Improvements	Applicant will be required to construct all local streets to ACHD templates with 33 ft. travel lanes and 47 ft. right of way.
Fire Service	
• Distance to Fire Station	1.8 miles to Fire Station 5
• Fire Response Time	< 5 minutes
• Resource Reliability	> 80%
• Risk Identification	2, resources are adequate
• Accessibility	Yes
• Special/resource needs	Aerial device will be required
• Water Supply	1,000 gpm required
• Other Resources	None
Police Service	
• No comments	
Wastewater	
• Comments	- Flow is committed - No sewer services may cross infiltration trenches - Must provide to-and-through to the property to the north. - Sewer to the north must end in a manhole and preferably be in the Right of Way. If it is not in the Right of Way it must have a 14 foot wide access road that is built per City standards. - Sewer mains must at a minimum have 3 foot of cover above the pipe. This is not met with Manhole number 11 and Manhole number 12.
Water	
• Distance to Water Services	Directly Adjacent

Description	Details
• Pressure Zone	2
• Water Quality	No concerns
• Project Consistent with Water Master Plan	Yes
• Comments	• No comments

C. Project Area Maps

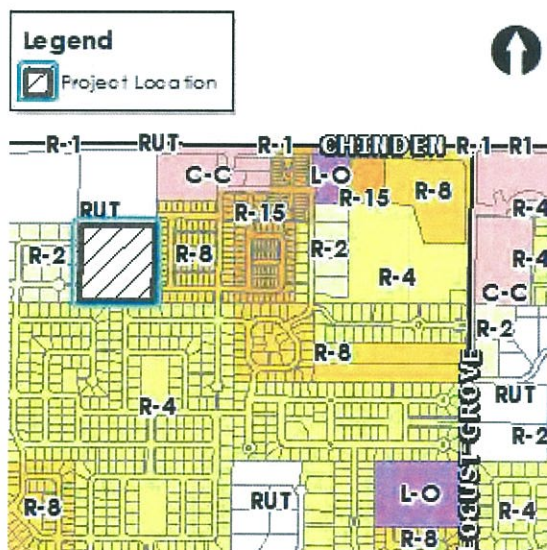
Future Land Use Map



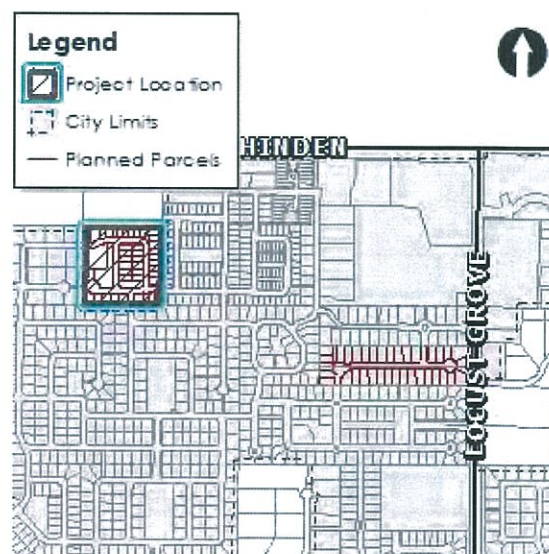
Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant Representative:

Kailli Worth, Centurion / B&A Engineers –5505 W. Franklin Rd, Boise, ID, 83705

B. Owner:

Thomas Buck Trust – 6168 N. Elk Ranch Ln, Meridian, ID 83646

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	12/21/2021	1/30/2022
Radius notification mailed to properties within 300 feet	12/15/2021	1/31/2022
Nextdoor posting	12/16/2021	1/31/2022
Sign Posting	12/20/2021	1/21/2022

V. STAFF ANALYSIS

A. Annexation:

The proposed annexation area is contiguous to City annexed property and is within the Area of City Impact Boundary. To ensure the site develops as proposed by the applicant, staff is recommending a development agreement as part of the annexation approval.

B. Zoning

The applicant proposes to annex this property with the R-8 zoning district. As mentioned in the dimensional standards below, the plat meets all requirements of the R-8 zoning district and the lot sizes as proposed are consistent with the density designations of the future land use map, but staff does have concerns with the transition to the south and the alignment of lots to the east and is further explained in the Comprehensive Plan Policy section below.

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

This property is designated Medium Density Residential on the City's Future Land Use Map (FLUM) contained in the Comprehensive Plan. This designation allows for dwelling units at gross densities of three to eight dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

The annexation area is near existing public services and is surrounded on three sides by the City limits. The proposed land use of single-family residential is consistent with the recommended uses in the FLUM designation. The proposed project has a gross density of 4.1 du/ac, being on the low end of the allowed density range listed above. Therefore, Staff finds the proposed preliminary plat and requested R-8 zoning district to be generally consistent with the Future Land Use Map designation of Medium Density Residential.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. In order to ensure the site develops as proposed with this application, staff recommends a DA as a provision of annexation with the provisions included in Section IX.A. The DA is required to be signed by the property owner(s)/developer and returned to

the City within 6 months of the Council granting the annexation for approval by City Council and subsequent recordation.

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

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

The proposed traditional single-family detached homes will contribute to the variety of residential categories in the City; however, there is no variety in housing types proposed within the development. The Birkdale Estates Subdivision is to the west (R-2), the Hightower Subdivision is to the east (R-8) and the Saguaro Canyon Subdivision (R-4) is to south, with an existing church on RUT zoned property in the County directly north. Given the property is completely surrounded by single-family detached, single family detached with comparable lot sizes is appropriate for the subject property. Staff does have concerns regarding whether there is an appropriate transition in lots sizes to the properties in the Saguaro Canyon Subdivision to the south as is discussed below.

- With new subdivision plats, require the design and construction of pathway connections, easy pedestrian and bicycle access to parks, safe routes to schools, and the incorporation of usable open space with quality amenities.” (2.02.01A)

The proposed plat depicts 5 ft. wide attached sidewalks on both sides of roads internal to the subdivision. The pathways master plan does not indicate any pathways crossing the site. There are several micro-pathways providing access to the qualified open space as well as connecting to an existing micro pathway at the Birkdale Estates Subdivision to the west.

Qualified open space and amenities are discussed below.

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

As mentioned above, 5-ft. wide attached sidewalks are provided along all internal roadways and a pathway connection is provided to the existing pathway at the Birkdale Estates Subdivision at the west.

“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)

The development can be adequately served by critical public facilities and urban services. Water and sewer will be provided from N. Senita Hills Ave., and the applicant will be required to extend services to the north.

- Ensure that new development within existing residential neighborhoods is cohesive and complementary in design and construction. (2.02.02F)

*As mentioned, the Birkdale Estates Subdivision is to the west (R-2), the Hightower Subdivision is to the east (R-8) and the Saguaro Canyon Subdivision (R-4) is to south, with an existing church zoned RUT to the north. The lots at the southern perimeter of the property are proposed at sizes between 5,000 – 7,000 sq. ft. and widths of between 50-70 ft. This is denser than the adjacent lots of approximately 10,000 sq. ft. and 90' feet in width in the Saguaro Canyon Subdivision to the south, and this would result in several of the existing properties abutting more than one lot (and one residence) along the rear property lines. **Staff recommends one of the lots shown as Lots 1-***

4 of Block 2 be eliminated and the remaining 3 lots be sized and oriented to be consistent with Lots 1-3, Block 35 of the Saguaro Canyon Subdivision No 3 to the south.

The 5,200 sq. ft. +/- lots along the eastern perimeter are very comparable in size to the lots in the Hightower Subdivision to the east, although staff believes the side lot lines could align better with the adjacent properties for more cohesive fence lines and easier differentiation of property ownership. As a condition of approval, staff recommends Lots 1-10, Block 1 along the eastern perimeter be configured so their property lines align with Lots 4-11, Block 10 in the Hightower Subdivision to the east.

This development proposes architecture consisting of one and two-story homes with pitched roofs, stone bases fishscale accents and / or lap siding with gabled roofs and dormers, which is consistent with the architecture in surrounding subdivisions.

E. Existing Structures/Site Improvements:

There is one existing single-family residence which will be retained on Lot 9 of Block 3. As a condition of annexation, this house should be required to connect to City water and sewer service and obtain a new address since the access to N. Elk Ranch Ln. will be terminated.

F. Proposed Use Analysis:

Single-family detached dwellings are listed as a principally permitted use in the R-8 zoning districts in UDC Table 11-2A-2.

G. Dimensional Standards (UDC 11-2):

The preliminary plat and future development is required to comply with the dimensional standards listed in UDC Table 11-2A-6 for the R-8 district. All proposed lots and public streets appear to meet UDC dimensional standards per the submitted preliminary plat. This includes minimum lot size of 4,000 sq. ft., and required street frontages of at least 40 ft. Development of the subdivision is required to comply with the subdivision design and improvement standards listed in UDC 11-6C-3. However, it should be noted that this property was proposed for annexation, zoning to R-8 and plat for 48 lots as the Bull Ranch Subdivision in 2015 (AZ 15-013, PP 15-017). It was subsequently denied by the Council with density being cited as a primary concern and that R-4 or R-2 was preferable to more R-8 zoned property.

UDC 11-6C-3- regulates block lengths for residential subdivisions. Staff has reviewed the submitted plat for conformance with these regulations. The intent of this section of code is to ensure block lengths do not exceed 750 ft, although there is the allowance of an increase in block length to 1,000 feet if a pedestrian connection is provided. No block length exceeds 750 ft.

There are no common driveways proposed with this subdivision.

H. Access (UDC 11-3A-3):

This subdivision proposes to connect to three existing local streets which already stub at the property – E. Lockhard St. to the west, E. Tallin St. to the east, and N. Sanita St. to the south. The plat also provides a stub street to the church property at the north in case some or all of this property redevelops in the future. The street sections provided with the plat reflect templates of 33 ft. of travel lane (curb to curb), curb, gutter, 5 ft. wide sidewalks, and a 47 ft. right-of-way.

N. Elk Ranch Ln., a private road, provides access from the subject property to E. Chinden Blvd. UDC 11-H-4 states when a property has an existing access from a State Highway and an applicant proposes a change or increase in intensity of use, the owner shall develop or otherwise

acquire access to a street other than the state highway. The use of the existing approach shall cease and the approach shall be abandoned and removed. **As a condition of approval, staff recommends the applicant vacate all interest in the N. Elk Ranch Ln. private street, as the property already has three existing access points from local roads.**

ACHD has noted a traffic study is not required with this subdivision and has not offered any other comments.

I. Parking (*UDC 11-3C*):

Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family detached dwellings based on the number of bedrooms per unit. Future development should comply with these standards.

J. Pathways (*UDC 11-3A-8*):

The pathways master plan does not indicate any pathway connections across or along the property. The landscape plan reflects micro-pathways comprised of concrete within Common Lots 1 and 17, Block 1, Lot 8, Block 3 and Lot 1 Block 4. There is also a pathway connection to an existing micro-pathway in the Birkdale Estates Subdivision to the west.

All internal streets contain 5 ft. wide attached sidewalks which is consistent with the three local streets stubbing to the property.

K. Sidewalks (*UDC 11-3A-17*):

Five-foot attached sidewalks are proposed along internal streets in accord with the standards listed in UDC 11-3A-17.

L. Landscaping (*UDC 11-3B*):

UDC 11-2A-6 does not require landscape buffers along local streets, which are all the streets bordering and within the subject property. An open space exhibit was submitted as will be discussed below.

The landscape plan indicates there are existing trees that are to be removed or relocated, but does not indicate whether they meet the preservation requirements of UDC 11-3B-10 or whether mitigation is required. Staff recommends that prior to City Council, the applicant contact the City Arborist and update the landscape plan accordingly.

M. Qualified Open Space (*UDC 11-3G*):

This application was submitted prior to the increased qualified open space requirements of UDC 11-3G-3 and therefore this development is required to provide 10% of qualified open space. An open space exhibit was submitted which reflects 14% of qualified open space is provided. This includes a 40,761 sq. ft. landscaped park with playground and pathway at the western side of the property (Lot 8, Block 3), 18,000 square foot (55' x 350' +/-) greenspace with pathway through the middle of the site (Lots 1, Block 1 and 4), and 6,400 sq. ft. pathway common lots south of E Lockhart St and at the northwest corner of the property (Lot 8, Block 4 and Lot 10, Block 5).

N. Qualified Site Amenities (*UDC 11-3G*):

Based on the area of the proposed plat (10 acres), under the previous regulations one amenity is required. The proposed landscape plan depicts a playground, benches, tables and additional walking paths. Prior to City Council, the applicant shall revise the landscape plan to indicate specific details of the amenities.

O. Waterways (*UDC 11-3A-6*):

The plat shows the North Slough is bisecting the property at a 45-degree angle north to south being relocated and piped in accordance with UDC 11-3A-6. According to an exhibit provided by the applicant (please refer to Section VI.) this ditch is being reconfigured toward the northwest corner of the property. **This reconfiguration effort should be coordinated with the irrigation district.** Also, per UDC 11-3A-6 requires irrigation easements wider than ten (10) feet to be included in a common lot that is a minimum of twenty (20) feet wide and outside of a fenced area.

P. Fencing (*UDC 11-3A-6, 11-3A-7*):

The applicant has not provided any details in regard to fencing. Any fencing shall meet the requirements of 11-3A-6 and 11-3A-7.

Q. Utilities (*UDC 11-3A-21*):

Public services are available to accommodate the proposed development. Water and sewer will be obtained from N. Senita Hills Ave. at the south and developer will be required to extend services to the north.

R. Building Elevations (*UDC 11-3A-19 | Architectural Standards Manual*):

The Applicant has submitted elevations of the single-family homes for this project (see Section VI.F below).

The single-family homes are depicted as one and two-story structures with attached garages, and a variety of architectural elements and finish materials including gabled roofs, fishscale accents, covered porches, dormers, stone wainscoting, and lap siding. The submitted sample elevations appear to meet design requirements for single-family homes and are consistent with the architecture of existing surrounding residences.

VI. DECISION

A. Staff:

As the plat meets all requirements of the UDC and is consistent with the density designation of the Comprehensive Plan, Staff recommends approval of the requested annexation, zoning and preliminary plat with the conditions noted in Section IV. per the Findings in Section VIII.

B. The Meridian Planning & Zoning Commission heard this item on January 2, 2022. At the public hearing, the Commission moved to deny the subject annexation and rezoning request.

1. Summary of the Commission public hearing:

a. In favor: Joe Canning, Mike Homan

b. In opposition: Several neighbors attending remotely expressed concerns with density.

c. Commenting: Joe Canning, Mike Homan

d. Written testimony: None

e. Staff presenting application: Alan Tiefenbach

f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Density, why it was being proposed for R-8 versus R-4.
 - 3. Key issue(s) of discussion by Commission:
 - a. Commissioners discussed what amenities were being provided.
 - b. Whether a project meeting the “minimums” was premier.
 - c. Amount and location of open space, and whether more functional and useable open space could be provided.
 - d. Annexing the property as R-8 versus R-4.
 - 4. Commission change(s) to Staff recommendation:
 - a. As the Commission recommended denial, all staff’s conditions of approval had been stricken.
- C. The Meridian City Council heard this item on February 15, 2022. At the public hearing, the Council moved to approve the subject annexation and preliminary plat request.
 - 1. Summary of the City Council public hearing:
 - a. In favor: Joseph Canning, Mike Homan
 - b. In opposition: Two citizens testified in opposition.
 - c. Commenting: Joseph Canning, Mike Homan
 - d. Written testimony: Mark Cleverley submitted a letter in opposition. The concern was zoning to R-8 verses R-4.
 - e. Staff presenting application: Alan Tiefenbach
 - f. Other Staff commenting on application: None
 - 2. Key issue(s) of public testimony:
 - a. Zoning to R-8 verses R-4
 - 3. Key issue(s) of discussion by City Council:
 - a. Council discussed whether R-4 or R-8 was appropriate.
 - b. There was discussion regarding school overcrowding.
 - c. There was discussion regarding the overall improvement in design and the open space and proposed trails.
 - 4. City Council change(s) to Commission recommendation:
 - a. City Council directed the applicant to reduce the subdivision by 2 lots, and return with the updated plat and draft development agreement at the March 15, 2022 meeting.

VII. EXHIBITS

A. Annexation and Rezoning Exhibit (date: 9/30/2021)



B & A Engineers, Inc.

Consulting Engineers & Land Surveyors
5505 West Franklin Rd. Boise, ID 83705
Telephone 208.343.3381 Facsimile 208.342.5792
Established in 1921

Friendship Subdivision Boundary Description

30 September 2021

Lot 2 of Block 1 of Blythe Estates Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, being the southeast quarter of the northeast quarter of the northwest quarter of Section 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the northwest corner of said Section 30; thence N89°45'12"E, 2,420.71 feet along the northerly boundary of said Section 30 to the north quarter corner of said Section 30; thence S00°06'46"W, 664.69 feet along the easterly boundary of northwest quarter of said Section 30 to the northeast corner of said Lot 2, which is the **Point of Beginning**;

Thence continuing S00°06'46"W, 664.69 feet along the easterly boundary of said Lot 2 to the southeast corner of said Lot 2;

Thence S89°43'32"W, 658.96 feet along the southerly boundary of said Lot 2 to the southwest corner of said Lot 2;

Thence N00°05'51"E, 664.85 feet along the westerly boundary of said Lot 2 to the northwest corner of said Lot 2;

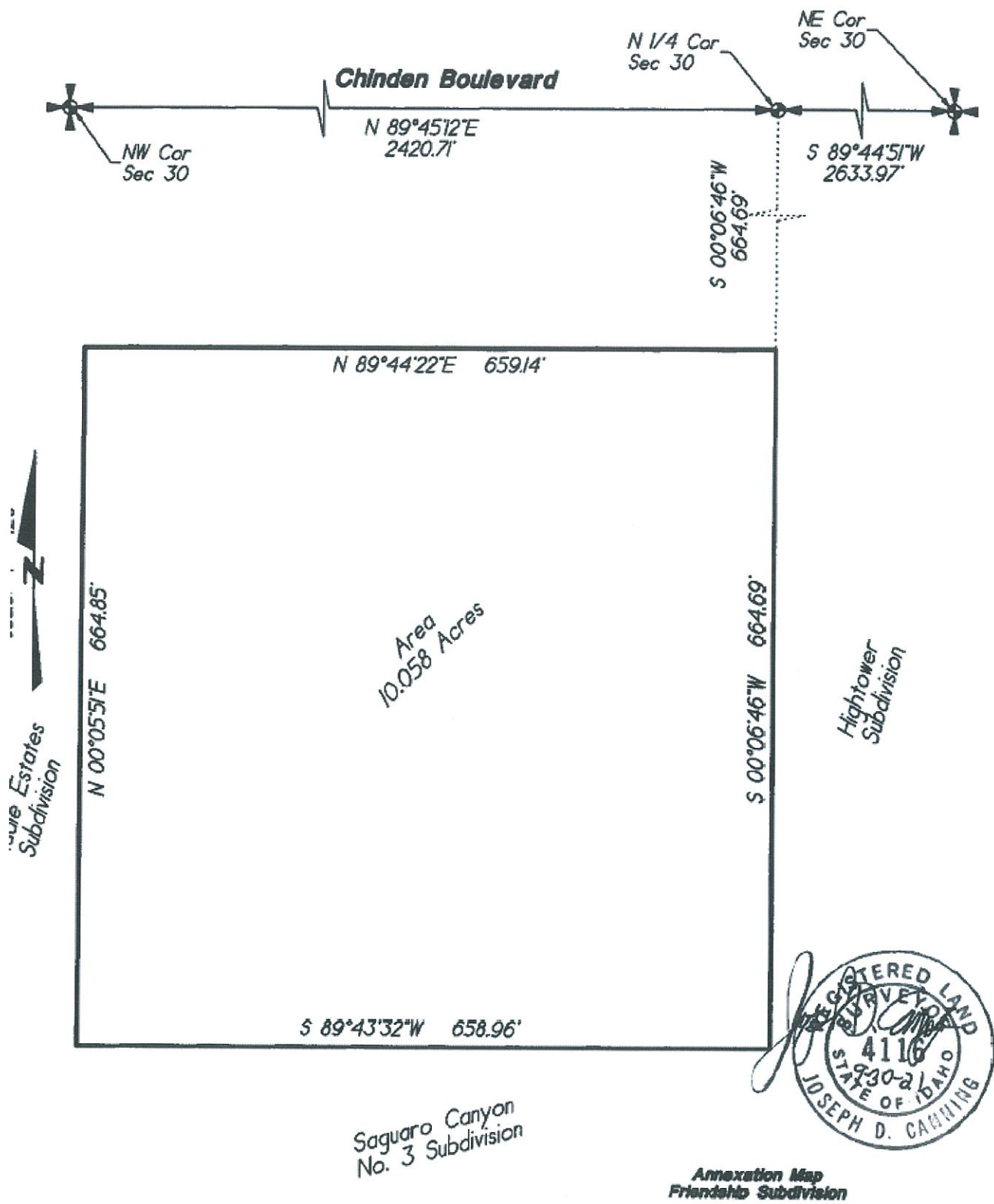
Thence N89°44'22"E, 659.14 feet along the northerly boundary of said Lot 2 to the **Point of Beginning**.

Comprising 10.058 Acres, more or less.

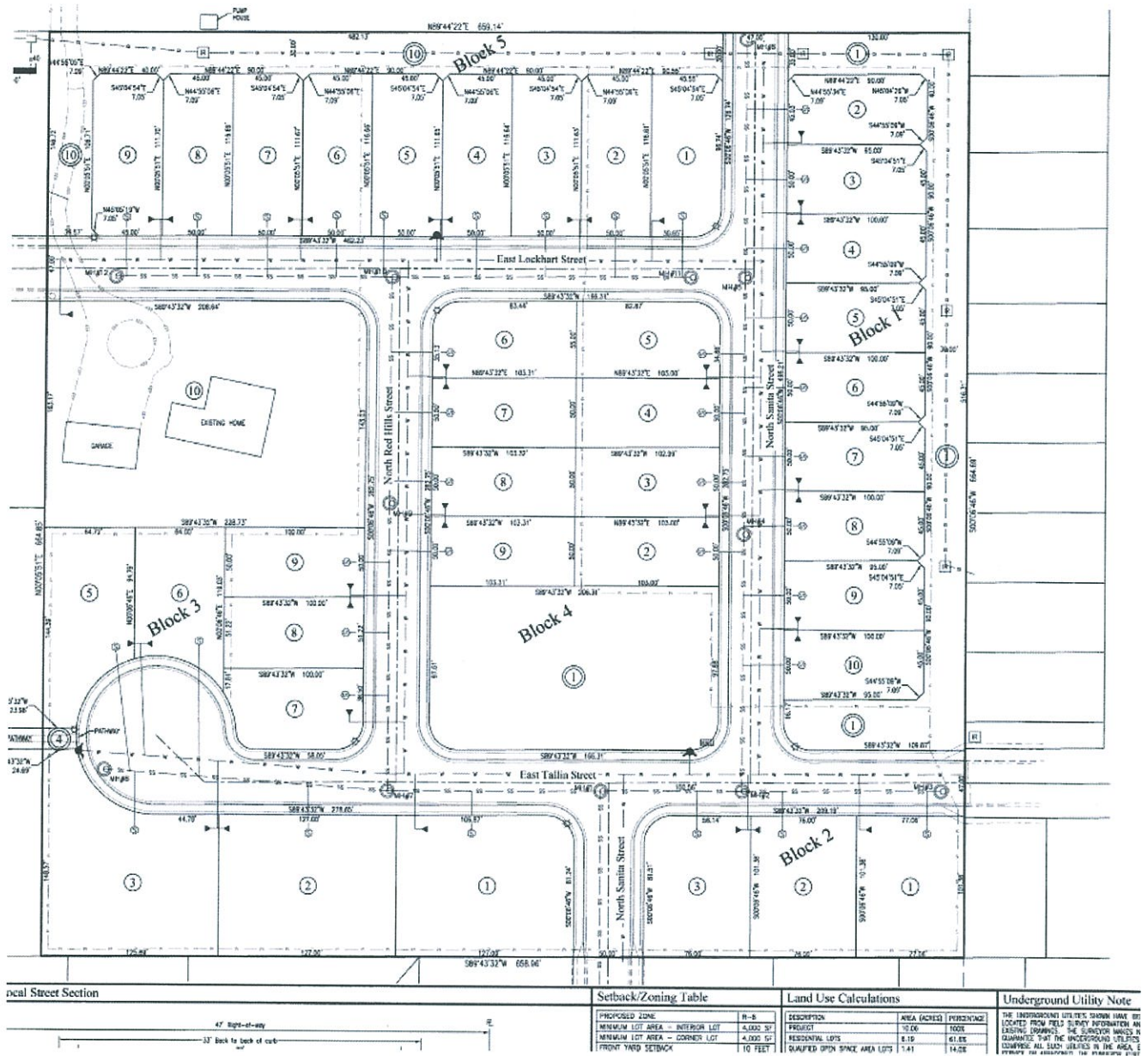
Subject to all existing easements and rights-of-way of record or apparent.



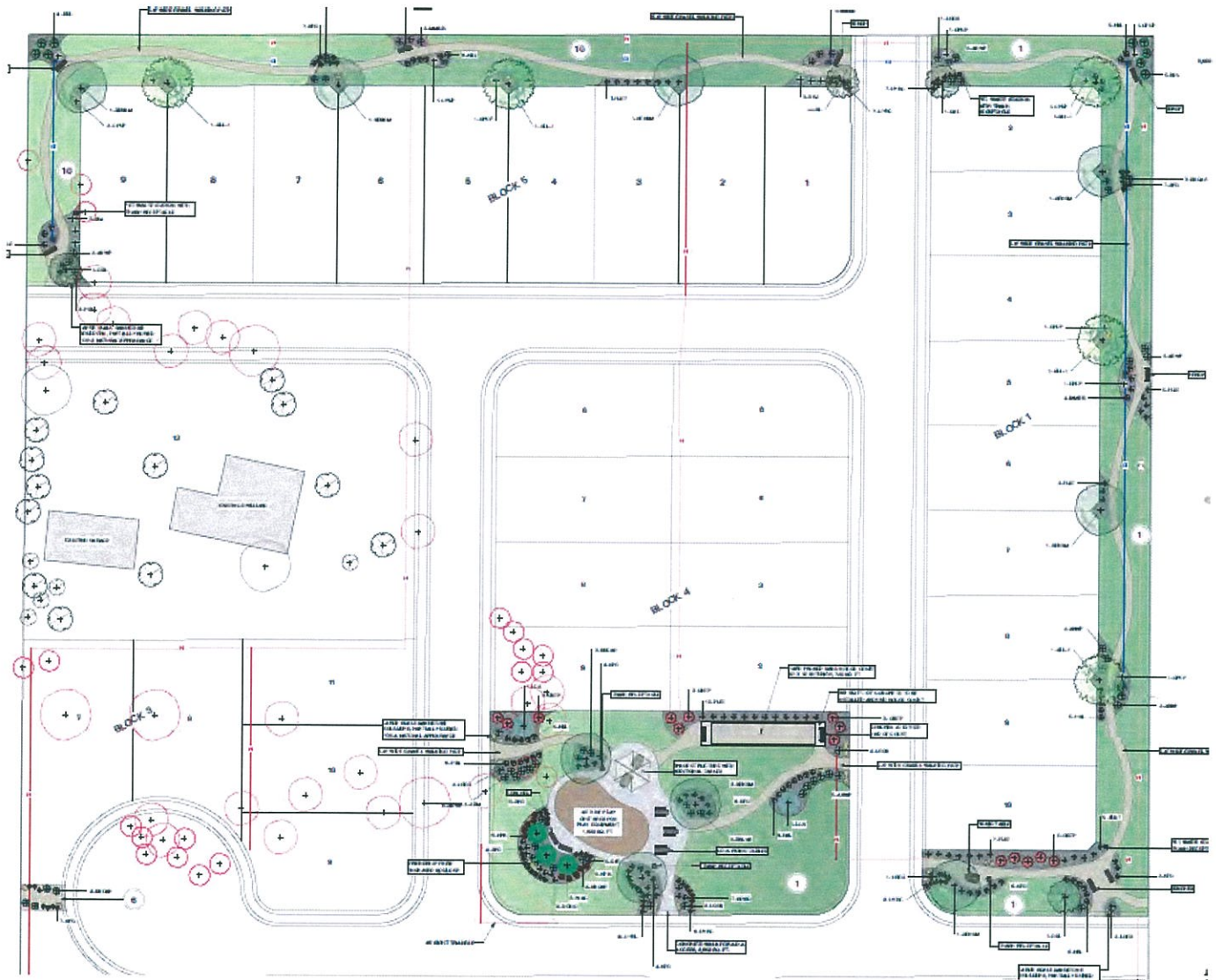
Proud to be Serving
IDAHO



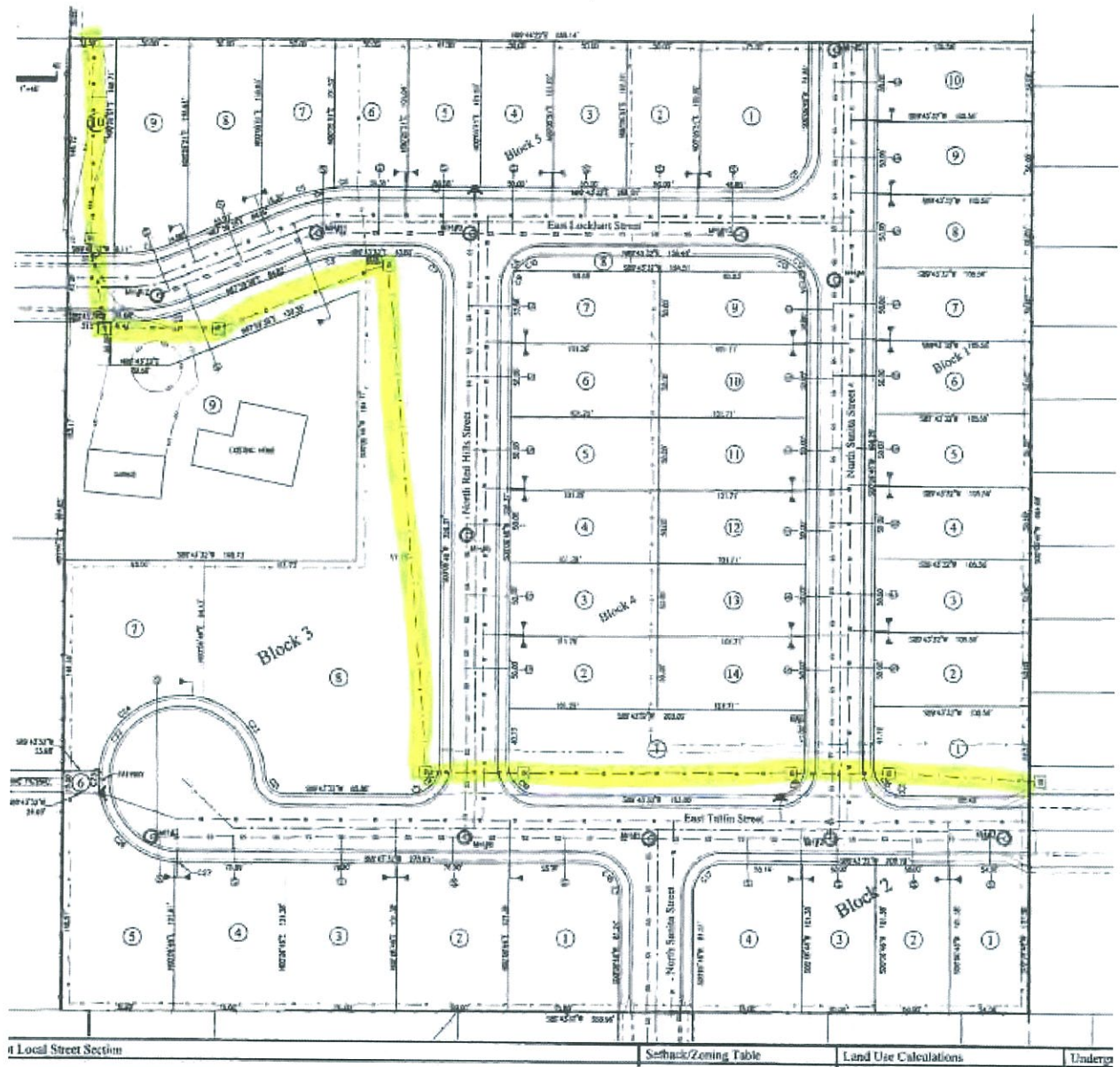
B. Preliminary Plat (date: 12/17/2021 2/22/2022)



C. Landscape Plan (date: ~~12/27/2021~~ 1/31/2022)



D. Canal Relocation Plan (date: December 17, 2021)



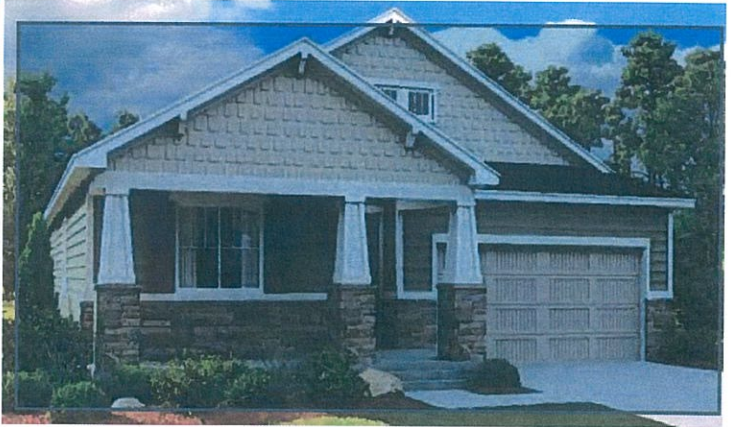
E. Common Open Space Exhibit (date: ~~12/21/2021~~ 1/31/2022)

 QUALIFIED OPEN SPACE (11-3G-3.B.1.A)

 QUALIFIED OPEN SPACE (11-3G-3.B.1.E)



H. Conceptual Elevations



VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

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

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

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan and conceptual building elevations for the single-family dwellings included in Section VII and the provisions contained herein.
 - b. Prior to City Engineer signature on a final plat, the existing home shall be connected to city utilities.
 - c. Prior to signature on the final plat, the existing home will be required to vacate the existing access to N. Chinden Blvd via N. Elk Ranch Ln. and take access through the proposed Friendship Subdivision via the proposed E. Lockhart St. in accord with UDC 11-3H-4.
2. The Preliminary Plat included in Section VII, dated 9/9/21, is approved with the following revisions:
 - a. The existing irrigation easement bisecting the property is to be relinquished and replaced with a new easement as depicted on the submitted plans, prior to signature on the final plat.
 - ~~b. One of the lots shown as Lots 1-4 of Block 2 shall be eliminated and the remaining 3 lots be sized and oriented to be consistent with Lots 1-3, Block 35 of the Saguaro Canyon Subdivision No 3 to the south.~~
 - ~~c. Lots 1-10, Block 1 along the eastern perimeter shall be configured so the property lines align with Lots 4-11, Block 10 in the Hightower Subdivision to the east.~~
 - d. The plat notes shall include that Common Lots 1 of Block 1, Lot 1 of Block 4, Lot 8 of Block 3 and Lot 10 of Block 5 are common lots that shall be owned and maintained by the subdivision homeowner's association in accord with UDC 11-3G-5-C
 3. Prior to signature on the final plat, the Landscape Plan dated September 24, 2021 included in Section VII, dated 9/9/21, shall be revised as follows:
 - a. All pathways shall be landscaped in accord with UDC 11-3B-12 OR applicant shall submit a concurrent alternative compliance application if the irrigation district will not allow the required trees to be planted within their easement.
 - b. To be consistent with the preliminary plat in that irrigation easements wider than ten (10) feet be included in a common lot that is a minimum of twenty (20) feet wide and outside of a fenced area.

- ~~e. Details of the proposed amenities shall be included on the landscape plan.~~
- ~~d. The plan shall note all existing trees eligible for preservation and/or the City Arborist's recommendations for mitigation as required by UDC 11-3B-10~~
- 4. Direct lot access to Chinden Boulevard is prohibited.
- 5. Prior to final plat, the existing Settlers Irrigation easement shall be vacated.
- 6. The applicant shall construct all proposed fencing and/or any fencing required by the UDC, consistent with the standards as set forth in UDC 11-3A-7 and 11-3A-6B, as applicable.
- 7. The applicant shall comply with all provisions of 11-3A-3 with regard to access to streets.
- 8. The development shall comply with standards and installation for landscaping as set forth in UDC 11-3B-5 and maintenance thereof as set forth in UDC 11-3B-13.
- 9. All ditches shall comply with the provisions for irrigation ditches, laterals, canals and/or drainage courses, as set forth in UDC 11-3A-6.
- 10. Pathway and adjoining fencings and landscaping shall be constructed consistent with the standards as set forth in UDC 11-3A-7A7, 11-3A-8 and 11-3B-12C.
- 11. Comply with all bulk, use, and development standards of the R-8 zoning district listed in UDC Table 11-2-A-6.
- 12. The development shall comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to driveways, easements, blocks, street buffers, and mailbox placement.
- 13. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family detached dwellings based on the number of bedrooms per unit.
- 14. The Applicant shall have a maximum of two (2) years to obtain City Engineer's signature on a final plat in accord with UDC 11-6B-7.
- 15. The Applicant shall comply with all conditions of ACHD.
- 16. The address of the existing home on Lot 9, Block 3 will change with the development of the proposed subdivision. The new address will be determined at the time the final records and the City addresses the lots.

B. PUBLIC WORKS DEPARTMENT

SITE SPECIFIC CONDITIONS:

- 1. No sewer services may cross infiltration trenches
- 2. Must provide to-and-through to the property to the north.
- 3. Sewer to the north must end in a manhole and preferably be in the Right of Way. If it is not in the Right of Way it must have a 14-foot-wide access road that is built per City standards.
- 4. Sewer mains must at a minimum have 3 foot of cover above the pipe. This is not met with Manhole number 11 and Manhole number 12.

5. The geotechnical investigative report prepared by B&A Engineers, Inc. indicates some very specific construction considerations. The applicant shall be responsible for the adherence of these recommendations.

GENERAL CONDITIONS:

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
5. All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.

8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
9. Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
10. A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
11. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
12. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
13. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
15. Developer shall coordinate mailbox locations with the Meridian Post Office.
16. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
17. The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
18. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
19. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
20. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 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.

21. The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
22. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. MERIDIAN FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=242560&dbid=0&repo=MeridianCity>

D. NAMPA & MERIDIAN IRRIGATION DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=243210&dbid=0&repo=MeridianCity>

E. DEPARTMENT OF ENVIRONMENTAL QUALITY

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=243227&dbid=0&repo=MeridianCity>

IX. FINDINGS

A. ANNEXATION AND / OR REZONE (UDC 11-5B-3E)

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

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

Commission finds annexation of the subject site with an R-8 zoning designation is consistent with the Comprehensive Plan MDR FLUM designation for this property, if the Applicant complies with the provisions in Section VII.

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

Staff finds the lot sizes and layout proposed will be consistent with the purpose statement of the residential districts in that housing opportunities will be provided consistent with the Comprehensive Plan.

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

Commission finds that the proposed zoning map amendment should not be detrimental to the public health, safety, or welfare. Staff recommends the Commission consider any oral or written testimony that may be provided when determining this finding.

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 that the proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site.

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

The proposed annexation meets the medium density designation of the Future Land Use Map and the applicable provisions of the Unified Development Code. Therefore, the application is in the best interest of the City if the property is developed in accord with the provisions in Section VII.

B. PRELIMINARY PLAT (UDC 11-6B-6)

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

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

Staff finds the proposed plat is generally in conformance with the UDC if the Applicant complies with the conditions of approval in Section VII.

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

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

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

Staff finds the proposed plat is in substantial conformance with scheduled public improvements in accord with the City's CIP.

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

Staff finds there is public financial capability of supporting services for the proposed development.

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

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

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

There are no significant natural, scenic or historic features on the property.