

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **Conger Management Group, Inc., DEVELOPER**
 3. **Open Door Rentals LLC, OWNER**
 4. **C4 Land LLC, OWNER**

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 **Conger Management Group, Inc.**, whose address is 4824 W. Fairview Avenue, Boise, Idaho 83706, hereinafter called “**DEVELOPER**,” and **Open Door Rentals, LLC**, whose address is 1977 E. Overland Road, Meridian, Idaho 83642; and **C4 Land, LLC**, whose address is 4824 W. Fairview Avenue, Boise, Idaho 83706. **Open Door Rentals, LLC** and **C4 Land, LLC** shall be referred to herein collectively as “**OWNER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A,” which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of approximately 46.133 acres of land with a request for the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “B” under the Unified Development Code; and a rezone of approximately 19.611 acres from the R-4 (Medium Low-Density Residential) zoning district to the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “C” under the Unified Development Code; and a modification to the existing Development Agreement (H-2015-0019 – Inst. #2016-007443) for the purpose of creating a new Development Agreement to develop the proposed residential

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subdivision; which generally describes how the Property will be developed and what improvements will be made; and

- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested annexation and rezoning held before the 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 17th 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 “D;” and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on the final plat; and
- 1.9 **WHEREAS**, the parcel described in “Exhibit C,” which is subject to a previous Development Agreement recorded as Inst. #2016-007443 (“Previous Agreement”), shall be bound by the terms of this Agreement and shall no longer be bound by the terms of the Previous Agreement; and
- 1.10 **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
- 1.11 **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:** means and refers to **Open Door Rentals, LLC**, whose address is 1977 E. Overland Road, Meridian, Idaho 83642, and **C4 Land, LLC**, whose address is 4824 W. Fairview Avenue, Boise, Idaho 83706, the parties that own said Property and shall include any subsequent owner(s) of the Property.
- 3.3 **DEVELOPER:** means and refers to **Conger Management Group, Inc.**, whose address is 4824 W. Fairview Avenue, Boise, Idaho 83706, the party that is developing said Property and shall include any subsequent developer(s) of the Property.
- 3.4 **PROPERTY:** means and refers to those certain parcels of Property located in the County of Ada, City of Meridian as depicted in Exhibit "A" describing the parcels to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

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

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
 - a. Future development of this site shall be substantially consistent with the approved plat, landscape plan, phasing plan, common drive exhibits, and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "D" and the provisions contained herein.

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- b. The parcel described in “Exhibit C” shall be bound by the terms of this Agreement and shall no longer be bound by the terms of the Previous Agreement (Inst. #2016-007443 – South Meridian H-2015-0019).
- c. The existing home and outbuildings on the property being annexed shall be removed with the first phase of development, as proposed.
- d. The existing home on Lot 1, Block 10 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in Meridian City Code (“MCC”) sections 9-1-4 and 9-4-8.
- e. The rear and/or sides of homes visible from S. Linder Road and W. Amity Road (Lots 12-19, Block 3; Lots 5-6, Block 7; Lots 8-18, Block 7; Lots 2-22, Block 2; Lots 2-10, Block 1) shall incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. Single-story structures are exempt from this requirement.

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

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

7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

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

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

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

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

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

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

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

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

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

OWNER:
Open Door Rentals, LLC
1977 E. Overland Road
Meridian, Idaho 83642

OWNER:
C4 Land, LLC
4824 W. Fairview Avenue
Boise, Idaho 83706

DEVELOPER:
Conger Management Group, Inc.
4824 W. Fairview Avenue
Boise, Idaho 83706

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

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

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

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

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

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

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

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

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

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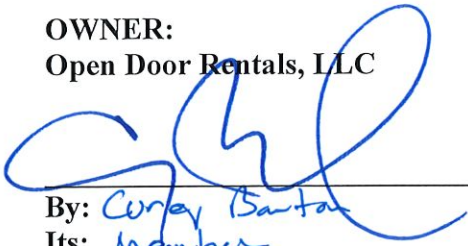
[end of text; acknowledgements, signatures and Exhibits A and B follow]

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ACKNOWLEDGMENTS

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

OWNER:
Open Door Rentals, LLC


By: Corey Barton
Its: Member

STATE OF IDAHO)
 : ss:
County of Ada)

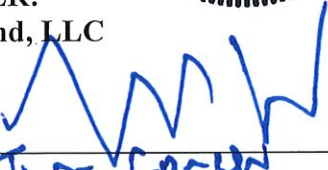
On this 8th day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Member of Open Door Rentals, LLC and the person who signed above and acknowledged to me that they executed the same.

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



Camie Laney
Notary Public
My Commission Expires: 8-3-2026

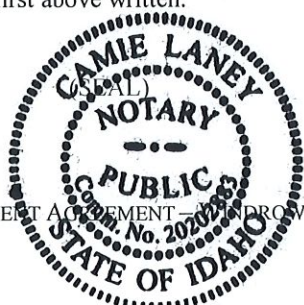
OWNER:
C4 Land, LLC


By: Jim Conger
Its: Member

STATE OF IDAHO)
 : ss:
County of Ada)

On this 8th day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Conger, known or identified to me to be the Member of C4 Land, LLC and 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.



Camie Laney
Notary Public
My Commission Expires: 8-3-2026

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DEVELOPER:
Conger Management Group, Inc.


By: Jim Conger
Its: Member

STATE OF IDAHO)
 : ss:
County of Ada)

On this 8th day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Conger, known or identified to me to be the President of Conger Management Group, Inc. and 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.



Camie Laney
Notary Public
My Commission Expires: 8-3-2026

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss:
County of Ada)

On this _____ day of _____, 20____, 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: _____

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EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Windrow Boundary Description

BASIS OF BEARINGS is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the southwest corner of said Section 25;

Thence N. 0°31'28" E., coincident with the west line of said SW1/4, a distance of 364.11 feet to a 5/8" rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 962.17 feet to a 5/8" rebar/cap PLS 11574 marking the S1/16 corner common to Sections 25 and 26;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S. 82°51'07" E., 95.25 feet;

Thence S. 70°28'42" E., 50.00 feet;

Thence S. 59°16'41" E., 42.00 feet;

Thence S. 43°44'42" E., 45.00 feet;

Thence S. 41°24'42" E., 913.66 feet to the north line of the S1/2 of said SW1/4;

Thence S. 89°29'27" E., coincident with the north line of said S1/2 of the SW1/4, a distance of 504.44 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence continuing, S. 89°29'27" E., coincident with said north line, 644.28 feet to a 1/2" rebar with no cap;

Thence leaving said north line, S. 0°26'12" W., 1324.51 feet to a 5/8" rebar with no cap on the south line of said SW1/4;

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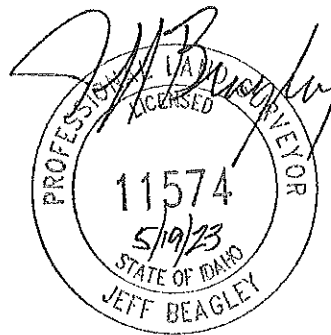
Thence N. 89°32'33" W., coincident with said south line, 645.40 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36;

Thence continuing, N. 89°32'33" W., coincident with said south line, 1025.52 feet to a 5/8" rebar/cap PLS 5617;

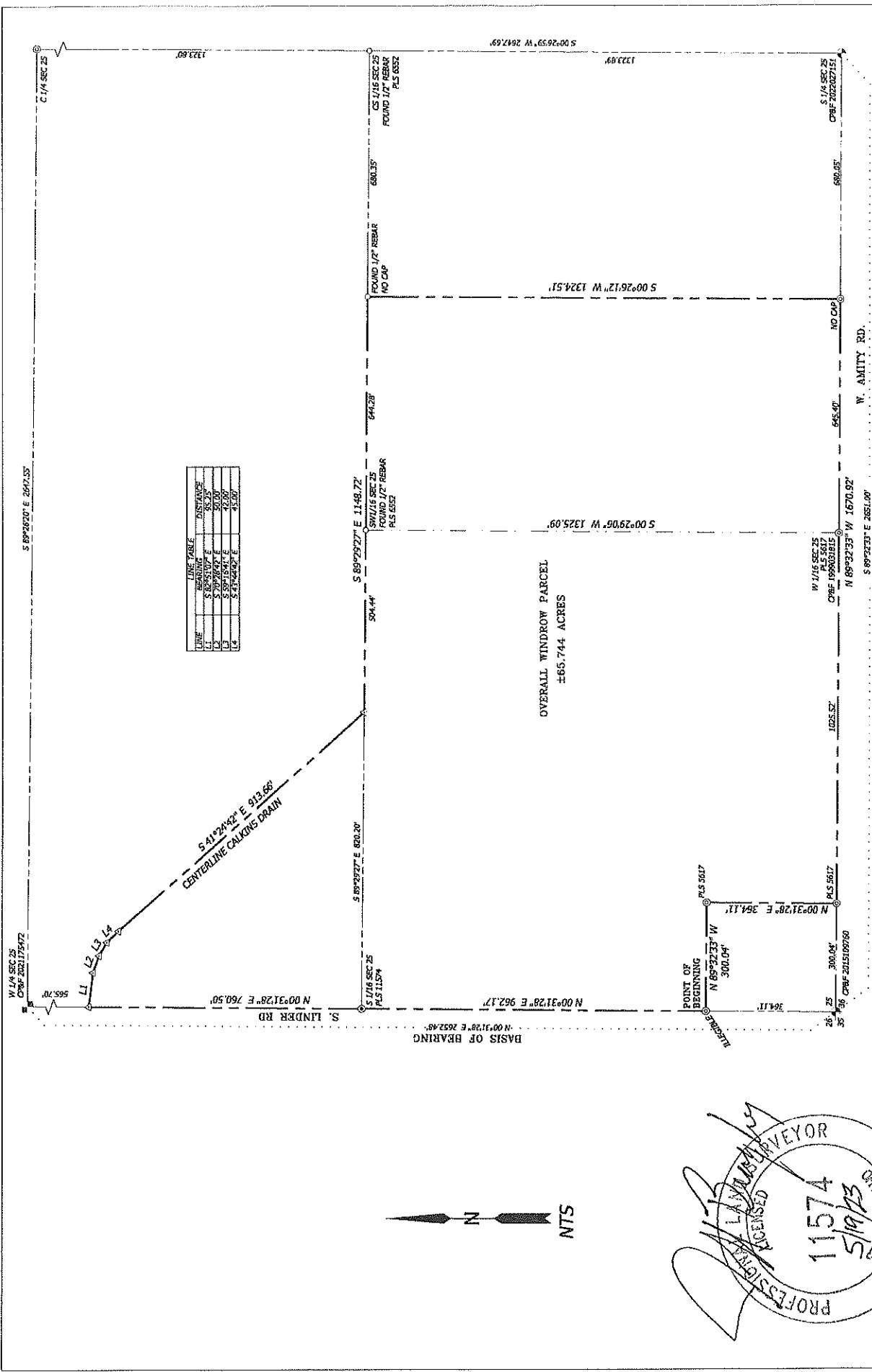
Thence leaving said south line, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;

Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

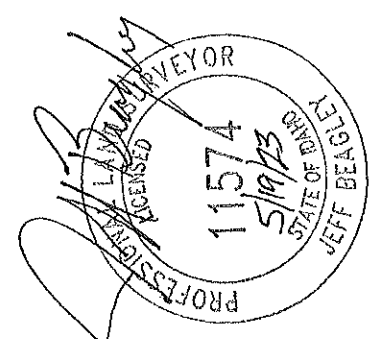
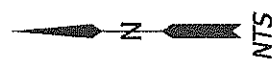
Said parcel contains 65.744 more or less.



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LINE	BEARING	DISTANCE
1	S 89°29'27" E	1148.72
2	S 89°29'27" E	504.44
3	S 89°29'27" E	820.20
4	S 89°29'27" E	913.66




PROJECT: WINDROW BOUNDARY EXHIBIT S1/2, SW1/4, SECTION 25 T. 3 N., R. 1 W., B.M. ADA COUNTY, IDAHO	OWNER/DEVELOPER: CONGER MANAGEMENT GROUP	DWG # 123048-EX
	DATE: 3/2023	PROJECT # 123048
PROJECT:  SAWTOOTH <i>Land Surveying, LLC</i>		SHEET 1 OF 1
PROJECT: 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105		WWW.SAWTOOTHLS.COM

EXHIBIT B



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Windrow Annexation Description

BASIS OF BEARINGS is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the southwest corner of said Section 25;

Thence N. 0°31'28" E., coincident with the west line of said SW1/4 and the centerline of S. Linder Road, a distance of 364.11 feet to a 5/8" rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 962.17 feet to a 5/8" rebar/cap PLS 11574 marking the S1/16 corner common to Sections 25 and 26;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S. 82°51'07" E., 95.25 feet;

Thence S. 70°28'42" E., 50.00 feet;

Thence S. 59°16'41" E., 42.00 feet;

Thence S. 43°44'42" E., 45.00 feet;

Thence S. 41°24'42" E., 913.66 feet to the north line of the SW1/4 of the SW1/4;

Thence S. 89°29'27" E., coincident with the north line of said SW1/4 of the SW1/4, a distance of 504.44 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

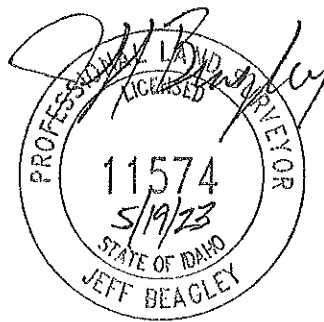
Thence S. 0°29'06" W., coincident with the east line of said SW1/4 of the SW1/4, a distance of 1325.09 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the centerline of W. Amity Road;

Thence N. 89°32'33" W., coincident with the south line of said SW1/4 of the SW1/4 and said centerline of W. Amity Road, 1025.52 feet to a 5/8" rebar/cap PLS 5617;

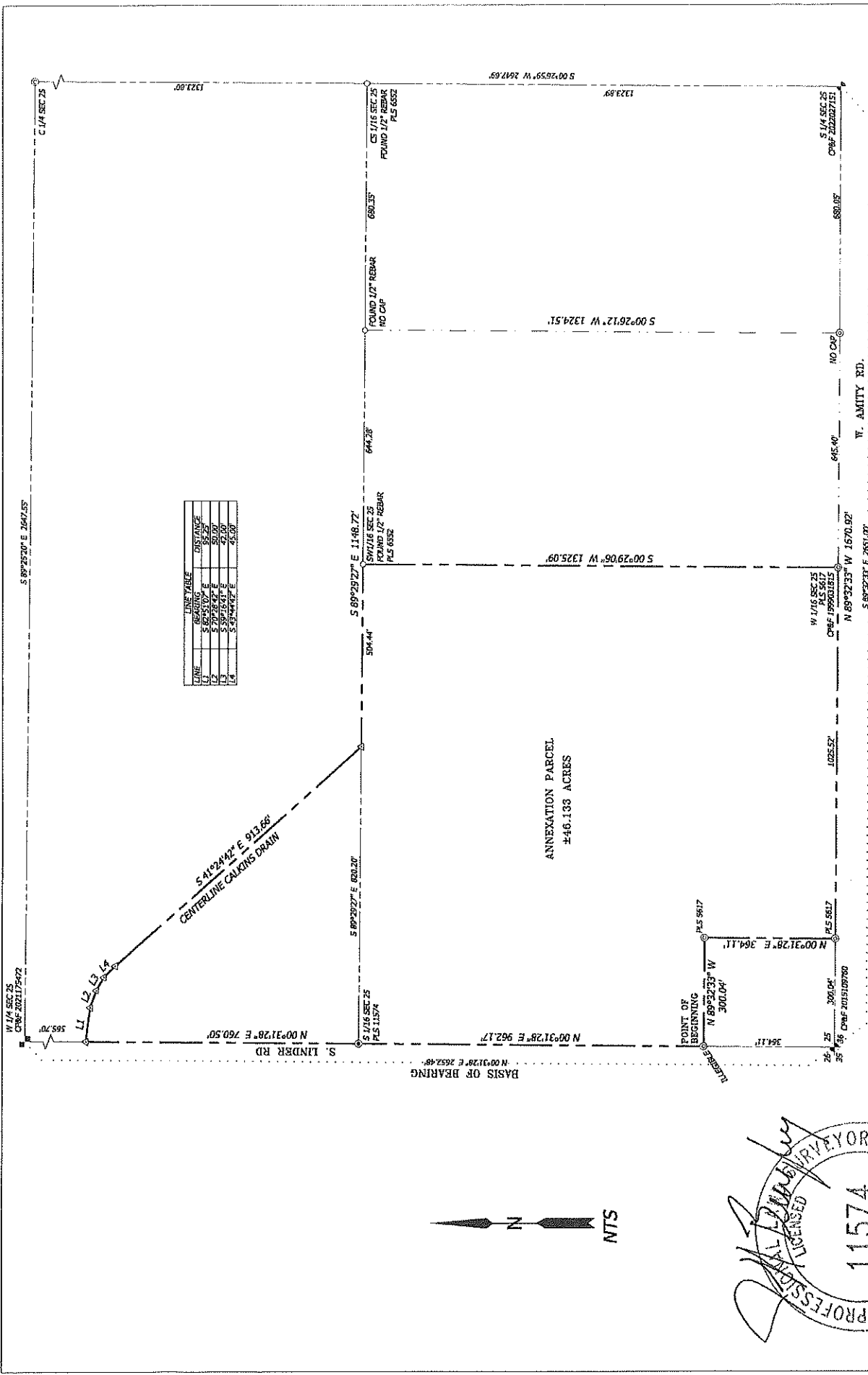
Thence leaving said south line and said centerline, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;

Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

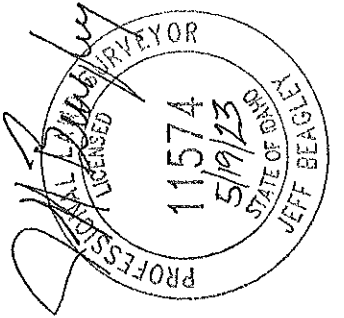
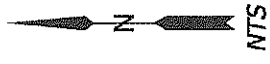
Said parcel contains 46.133 more or less.



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LINE	BEARING	DISTANCE
1	S 89°29'27\"/>	



<p>PROJECT: WINDROW ANNEXATION EXHIBIT SW1/4, SW1/4, SECTION 25 T. 3 N., R. 1 W., B.M. ADA COUNTY, IDAHO</p>	<p>OWNER/DEVELOPER: CONGER MANAGEMENT GROUP</p>	<p>DWG # 123048-EX</p> <p>PROJECT # 123048</p> <p>SHEET 1 OF 1</p>
		<p>2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105</p> <p>WWW.SAWTOOTHLS.COM</p>
<p>DATE: 5/2023</p>		

EXHIBIT C



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Windrow East Rezone Description

BASIS OF BEARINGS is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SE1/4 of the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the southwest corner of said Section 25;

Thence S. 89°32'33" E., coincident with the south line of said SW1/4 and the centerline of W. Amity Road, 1325.56 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the **POINT OF BEGINNING**;

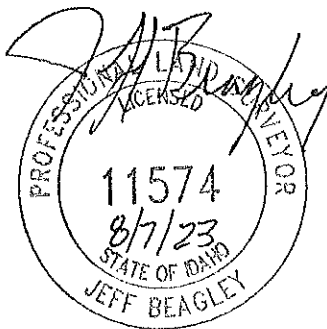
Thence leaving said south line and said centerline, N. 0°29'06" E., coincident with the west line of said SE1/4 of the SW1/4, a distance of 1325.09 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence S. 89°29'27" E., coincident with the north line of said SE1/4 of the SW1/4, a distance of 644.28 feet to a 1/2" rebar/no cap;

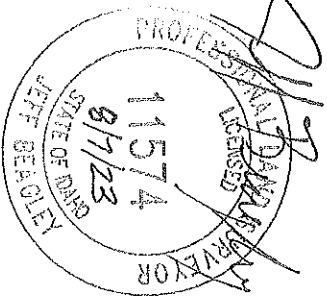
Thence leaving said north line, S. 0°26'12" W., 1324.51 feet to a 5/8" rebar/no cap on said south line and said centerline;

Thence N. 89°32'33" W., coincident with said south line and said centerline, 645.40 feet to the **POINT OF BEGINNING**.

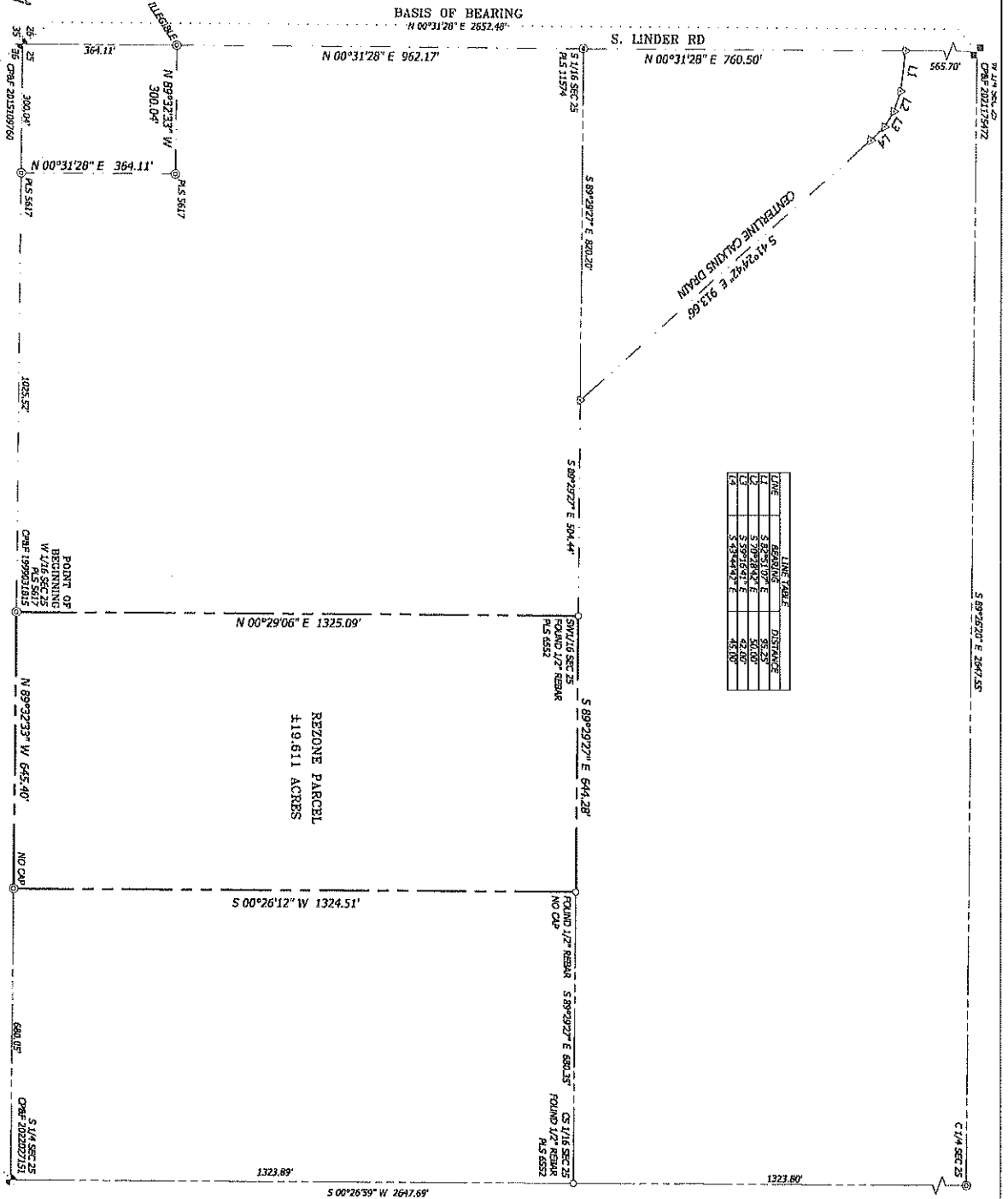
Said parcel contains 19.611 acres more or less.



LB



BASIS OF BEARING
N 00°31'28" E 2652.49'




LINE	ASSIGNING	DISTANCE
L1	S 89°29'27" E	58.23'
L2	S 70°29'42" E	50.00'
L3	S 37°48'43" E	48.00'

PROJECT:
WINDROW EAST
REZONE EXHIBIT
SW1/4, SW1/4, SECTION 25
T. 3 N., R. 1 W., B.M.
ADA COUNTY, IDAHO

OWNER/DEVELOPER:
CONGER
MANAGEMENT GROUP

DATE:
8/2023


SAWTOOTH
Land Surveying, LLC
2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105
WWW.SAWTOOTHLS.COM

DWG #
123048-EX

PROJECT #
123048

SHEET
1 OF 1

EXHIBIT D

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



In the Matter of the Request for Annexation, Rezone, Preliminary Plat, and Modification of the existing Development Agreement (H-2015-0019 – Inst. #2016-007443) consisting of 252 single-family residential building lots and 40 common lots on 65.10 acres in the proposed R-8 zoning district, by Conger Group.

Case No(s). H-2023-0031

For the City Council Hearing Date of: September 26, 2023 (Findings on October 17, 2023)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of September 26, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of September 26, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of September 26, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of September 26, 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 September 26, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

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

1. The applicant's request for Annexation, Rezone, Preliminary Plat, and Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of September 26, 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 September 26, 2023

By action of the City Council at its regular meeting held on the 17th day of October, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED _____

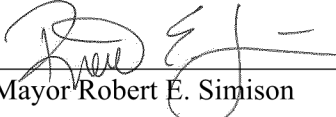
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER JOHN OVERTON VOTED AYE

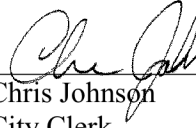
COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)




Mayor Robert E. Simison 10-17-2023

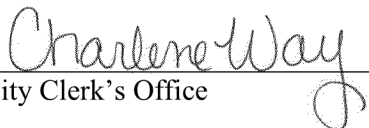
Attest:



Chris Johnson 10-17-2023
City Clerk



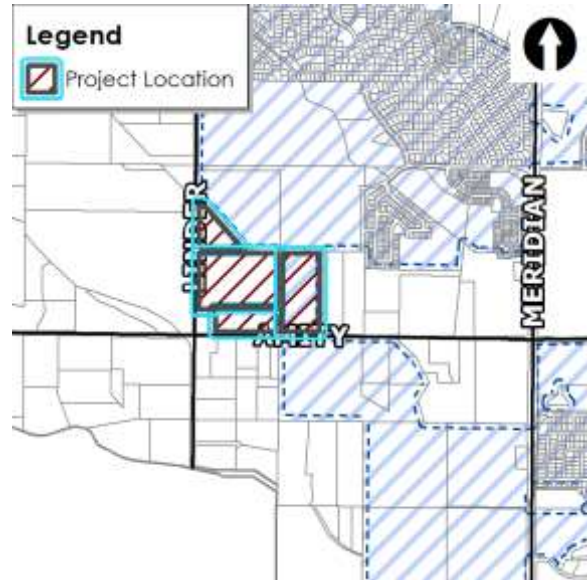
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  Dated: 10-17-2023
City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 9/26/2023
 TO: Mayor & City Council
 FROM: Stacy Hersh, Associate Planner
 208-884-5533
 SUBJECT: Windrow Neighborhood
[H-2023-0031](#)
 LOCATION: Located at the NEC of S. Linder Road and W. Amity Road in the SW ¼ of Section 25, Township 3N, Range 1W (Parcels #S1225347078, #S1225325700, #S1225336520, #S1225336505).



I. PROJECT DESCRIPTION

Request for Annexation of approximately 46.133 acres of land from RUT in Ada County to the R-8 zoning district;

- Rezone of 19.62 acres from the R-4 zoning district to the R-8 zoning district;
- Preliminary Plat consisting of 252 single-family residential building lots and 40 common lots on 65.10 acres in the proposed R-8 zoning district; and
- Modification of the existing Development Agreement (DA) (H-2015-0019 - Inst. #2016-007443) for the purpose of creating a new DA to develop the proposed residential subdivision (Note: The MDA application requires Council action only).

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	AZ – 46.133 acres; RZ – 19.62; PP – 65.10 acres;	
Future Land Use Designation	Medium Density Residential (MDR, 3-8 du/ac)	
Existing Land Use(s)	County and City residences and several outbuildings	
Proposed Land Use(s)	Detached Single-family Residential	
Lots (# and type; bldg./common)	292 total lots – 251 residential building lots, 1 existing home, and 40 common lots	
Phasing Plan (# of phases)	Proposed as five (5) phases	
Number of Residential Units	252 single-family units	
Density	Gross – 3.87 du/ac.	

Description	Details	Page
Open Space (acres, total [%]/buffer/qualified)	Approximately 10.39 acres of open space proposed (approximately 16 %)	
Amenities	Four (4) qualifying amenities are proposed, totaling 15.5 amenity points – Large Dog Park, Neighborhood Park with a play structure, climbing dome, seating areas w/shelter, other open green space with picnic areas, and multi-use pathway segments.	
Physical Features (waterways, hazards, flood plain, hillside)	The Calkins Lateral and Carlson Lateral bisect the site	
Neighborhood meeting date	March 30, 2023	
History (previous approvals)	South Meridian Annexation H-2015-0019, Development Agreement Inst. 2016-007443	

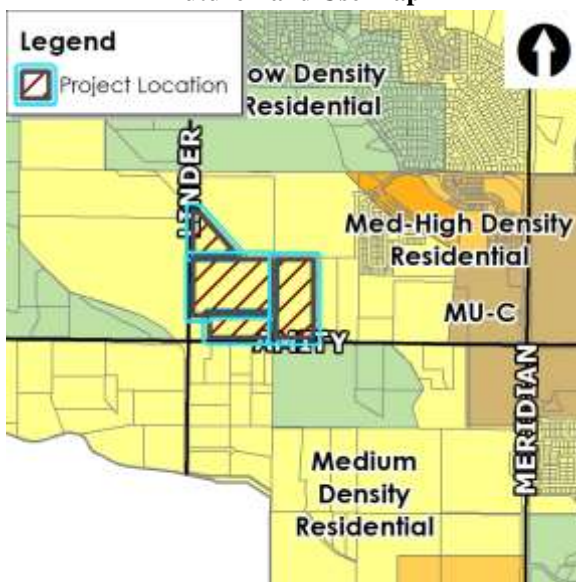
B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> Staff report (yes/no) Requires ACHD Commission Action (yes/no) 	<p>Yes</p> <p>No</p>	
Access (Arterial/Collectors/State Hwy/Local) (Existing and Proposed)	Access is proposed via S. Linder Road, an existing arterial along the entire west boundary and via W. Amity Road, an existing arterial street along the entire southern boundary of the property.	
Stub Street/Interconnectivity/Cross Access	No existing stub streets. Applicant is proposing five stub streets with this project; two to the east/west for Street B, one to the east for Street K, one to the east for Street O, and one to the north for Street P.	
Existing Road Network	No	
Capital Improvements Plan/Integrated Five Year Work Plan	<p>Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):</p> <ul style="list-style-type: none"> Linder Road is listed in the CIP to be widened to 3-lanes from Victory Road to Amity Road between 2036 and 2040. The intersection of Linder Road and Amity Road is listed in the CIP to be reconstructed as a dual lane roundabout with a westbound right-turn bypass lane with 4-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 4-lanes on the west leg between 2036 and 2040. Victory Road is scheduled in the IFYWP to be widened to 3-lanes from Linder Road to Meridian Road with the design year in 2026 and the construction date has not been determined. The intersection of Linder Road and Victory Road is listed in the CIP to be reconstructed as a single-lane roundabout between 2036 and 2040. The intersection of Amity Road/SH-69 is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes on the east, and 7-lanes on the west leg and signalized between 2031 and 2035. 	
Fire Service		
<ul style="list-style-type: none"> Distance to Fire Station Fire Response Time Accessibility 	<p>2.2 miles from Fire Station #6</p> <p>The project currently lies <i>outside</i> of the Meridian Fire response time goal of 5 minutes. This project currently falls in an area where we don't have total response times that meet NFPA 1710 standards or the current city of Meridian adopted standards.</p> <p>Proposed project meets all required road widths and turnaround dimensions as presented in the preliminary plat. Any changes shall require Fire Department approval if any roadways or accesses are changed. The shared drives shall have an address sign at each entrance and the roadways shall be maintained 365 days a year for Fire, EMS, and Police responses. The ends of the common driveways shall be signed "No Parking Fire Lane"</p>	

Description	Details	Page
	per Appendix D of the 2018 IFC and ACHD sign standards. A phasing plan was submitted and approved by the Fire Department. Any changes to this plan shall be approved by the Fire Code Official or his designee.	
Water & Wastewater		
<ul style="list-style-type: none"> <li data-bbox="168 396 412 426">Impacts/Concerns 	See Public Works Site Specific Conditions in Section VIII.	

C. Project Area Maps

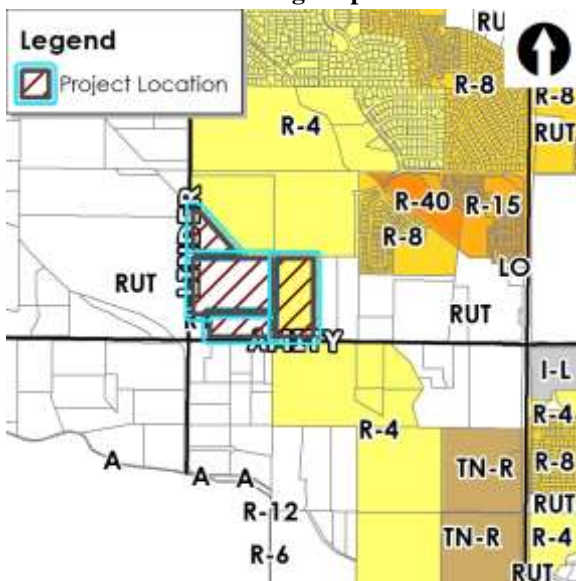
Future Land Use Map



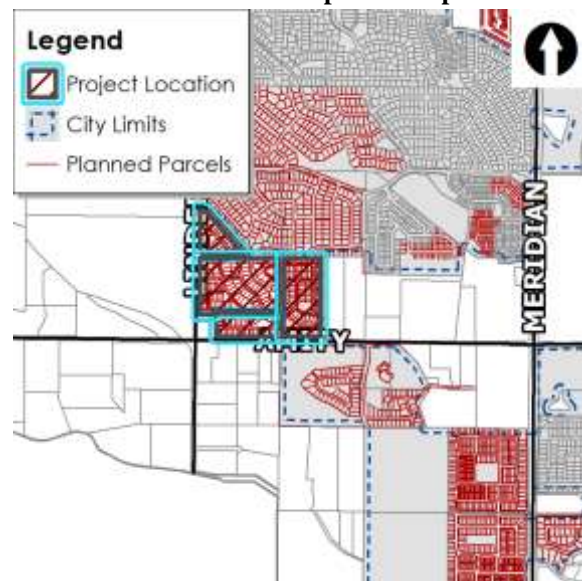
Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant:

Laren Bailey, Conger Group – 4824 W. Fairview Avenue, Boise, ID 83706

B. Property Owner:

Open Door Rentals, LLC– 1977 E. Overland Road, Meridian, ID 83642

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	8/16/2023	9/10/2023
Radius notification mailed to properties within 500 feet	8/11/2023	9/8/2023
Site Posting	8/25/2023	9/12/2023
Nextdoor posting	8/07/2023	9/11/2023

V. COMPREHENSIVE PLAN ANALYSIS

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

The subject property spans a total of 65.10 acres, with 19.967 acres already annexed as Medium-Density Residential (R-4) containing an existing home. The remaining 46.133 is proposed to be annexed with R-8 zoning. Currently, the subject site abuts an R-4 zoning district to the north, while the east, west, and part of the south are occupied by county residential not yet annexed into the City of Meridian. To the south, there is Medium-Density Residential (R-4), which is included as part of the South Meridian Annexation. The subject property is designated as Medium Density Residential on the future land use map consistent with the approved Brundage Estates Subdivision to the north. The Applicant proposes a 251-lot subdivision for single-family residential detached homes and one (1) existing home to remain at a gross density of 3.87 units per acre, which is within the desired density range of the MDR designation.

TRANSPORTATION: The Master Street Map (MSM) does not depict any collector streets across this property. South Linder Road along the western boundary of this site is designated as a residential arterial street and is listed in the ACHD CIP to be widened from 2-lanes (one in each direction) with no curb, gutter or sidewalk to 3-lanes between 2036 and 2040. West Amity Road is currently improved with 2 travel lanes (one in each direction) and has no curb, gutter or sidewalk. The intersection of Linder Road and Amity Road is listed in the CIP to be reconstructed as a dual lane roundabout with a westbound right-turn bypass lane with 4-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 4-lanes on the west leg between 2036 and 2040.

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*):

- “Establish and maintain levels of service for public facilities and services, including water, sewer, police, transportation, schools, fire, and parks” (3.02.01G).

City water & sewer are currently available directly adjacent to this site. Public Works has discussed the requirements and outlined the path to receiving services in the Public Works specific conditions in Section VIII.B. Fire Station #6 will be within 2.2 miles of the project and the project will be located in an area where the Fire Department does not have a total of response times that meet the standards or current City of Meridian adopted standards.

- “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 medium-density single-family detached homes will contribute to the variety of residential categories in the City by adding a diverse range of housing sizes and price points.

- “With new subdivision plats, require the design and construction of pathways 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 a total of 10.39 acres (or 16.0%) of qualified open space, much of which is usable, and quality amenities consisting of a large dog park, neighborhood park (swings, play structure, climbing dome, seating areas, additional pathway), 10' wide regional pathways, and shade structures with picnic area. A future City park is planned approximately a half mile northeast of the proposed development. Because this site is located in a rural area, there are no sidewalks along S. Linder Rd. or W. Amity Road to provide pedestrian and bicycle access. For this reason, Staff recommends the detached 10-foot wide sidewalk along the project's entire frontage adjacent to S. Linder Rd. and W. Amity Rd. to be installed with the first phase of development.

- “Coordinate with developers, irrigation districts, and drainage entities to implement the proposed pathway network along canals, ditches, creeks, laterals, and sloughs.” (3.08.02B).

The Applicant is proposing a segment of pathway along the Calkins Lateral consistent with the Pathways Master Plan.

- “Provide options for passive recreational opportunities not typically supplied by parks and facilities such as jogging, walking, and bicycling.” (4.04.01B). *The applicant is proposing micro-paths within the large central open space that have efficient access to the proposed regional pathway network around the perimeter of the project creating ample opportunity for these passive recreational elements.*
- “Annex lands into the corporate boundaries of the City only when the annexation proposal conforms to the City's vision and the necessary extension of public services and infrastructure are provided.” (3.03.03)

The proposed development plan is consistent with the City's vision in terms that medium-density residential uses are proposed; however, only one housing type is proposed rather than a mix of housing types as desired. Public services and infrastructure are proposed to be provided.

- “Provide options for passive recreational opportunities not typically supplied by parks and facilities, such as jogging, walking, and bicycling.” (4.04.01A).

The extensive pathway system proposed within the Windrow Development will provide for recreational opportunities such as jogging, walking, and bicycling. The Windrow Neighborhood will also provide for passive recreational activities such as nature and wildlife viewing within attractively landscaped areas that will create a calming and relaxing sense of place.

- “Slow the outward progression of the City's limits by discouraging fringe area development; encourage development of vacant or underutilized parcels currently within City limits.” (4.05.03B)

The proposed project is in the City's "fringe" area; therefore, it may not be a priority area for extension of City services and development, because there are still vacant entitled properties to the north yet to be developed.

Staff finds the aforementioned analysis and policies in general make the project consistent with the Comprehensive Plan.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ) :

The Applicant proposes to annex 46.133-acres of land with an R-8 zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is contiguous to City annexed land to the north and south and within the City's Area of City Impact boundary. The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A.

B. REZONE (RZ):

When a portion of the property was annexed into the City of Meridian in 2015 it was zoned R-4 to help delineate that this property would be developed as residential. The Development Agreement that was created as part of this original annexation dictated that the City would have services available as soon as possible and the first Rezone application would be free of charge. This stipulation regarding a Rezone application was made because the annexation was City initiated and the property had no concept plan or specific development planned at the time of annexation; the City understood future development may not match the existing zoning and gave future applicants the opportunity to propose a different zone with redevelopment of the property. A legal description and exhibit map for the rezone area is also included in Section VIII.A.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 251 single-family detached dwelling units, one (1) existing residential home is to remain, and 40 common lots at a gross density of 3.87 units per acre (see Sections VIII.B, H). The proposed use and density of the development is consistent with the MDR FLUM designation.

C. DEVELOPMENT AGREEMENT MODIFICATION (MDA):

The Applicant proposes a modification to the existing Development Agreement (DA) (Inst. [#2016-007443](#)) for the purpose of creating a new Development Agreement to develop the proposed residential subdivision.

The DA will be tied to the submitted preliminary plat and be required to develop the property per the submitted plans and proposed housing types.

Staff finds the proposed project and the requested applications to be generally consistent with the future land use designations within this project site.

As a provision of the new DA, Staff recommends the property located at 1100 W. Amity Road no longer be subject to the terms of DA Inst. #2016-007443 (South Meridian H-2015-0019) and be subject to the terms of the new DA. The Applicant has provided a legal description and exhibit map encompassing the entire project boundary that will be governed by the new DA included in Section VIII.B.

D. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 251 building lots, one (1) existing home, and 40 common lots on 65.10-acres in the proposed R-8 zoning district. Proposed lots range in size

from 4,725 to 10,000 square feet (s.f.) (or 0.11 to 0.23 acres). The proposed gross density of the subdivision is 3.87 units per acre. The subdivision is proposed to develop in six phases as shown in Section VIII.C.

The Applicant is proposing six (6) phases within this development: Phases 1-4 are situated to the west of the Calkins Lateral, while Phases 5-6 are located to the east of the Calkins Lateral. Staff recommends that the main entrance from S. Linder Rd. and the main entrance via W. Amity Rd. be constructed with the first phase of development. Furthermore, the first phase of development should encompass the construction of both the 10' detached sidewalks and the entire street buffers along the frontage of S. Linder Rd. and W. Amity Road. Staff believes that the construction of the multi-use pathway along the Calkins Lateral should take place during Phase four (4) instead of waiting until Phase Six (6). This modification aims to provide an extra amenity to the neighborhood at an earlier stage. Staff generally supports the phasing plan; however, the Applicant should provide a revised color phasing plan in addition to the proposed fire phasing plan in Section VIII.F prior to the City Council Hearing.

Existing Structures/Site Improvements: According to GIS imagery, there are existing homes and other outbuildings adjacent to Linder Road and Amity Road that will be removed upon development of Windrow Neighborhood. An existing home on Lot 1, Block 10 is proposed to remain. No other site improvements are known. **All existing structures that do not conform to the setbacks of the district are required to be removed with the first phase of development, as proposed.**

Dimensional Standards (UDC 11-2): The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. **The proposed preliminary plat appears to comply with the dimensional standards of the district.**

Access (UDC 11-3A-3): Two (2) arterial streets (S. Linder Road and W. Amity Road) and one (1) temporary emergency-only access is proposed via S. Linder Rd. and a secondary emergency connection is proposed across the northern end of the Calkins Lateral; one (1) stub street is proposed to the north and west and three (3) stub streets are proposed at the east boundary of the site for future extension in accord with UDC 11-3A-3. Each phase of development is proposed to have two (2) accesses for emergency services; the main entrance from S. Linder Rd. and the main entrance via W. Amity Rd. shall be constructed with the first phase of development. The proposed emergency access plan was approved by the Fire Department in Section VIII.F. ***As noted above, staff recommends the main entrance from S. Linder Rd. be constructed with the first phase to eliminate the need for the temporary emergency access as proposed by the applicant.***

Currently, Amity Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site and Linder Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. Linder Road is listed in ACHD's Capital Improvements Plan (CIP) to be widened to 3-lanes from Victory Road to Amity Road between 2036 and 2040. The intersection of Linder Road and Amity Road is listed on the CIP to be constructed as a dual lane roundabout with a westbound right-turn bypass lane with 4-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 4-lanes on the west leg between 2036 and 2040. Based on the ACHD Staff report findings concerning the traffic impact study (TIS), the Applicant is advised to construct specific turn lanes at site Access A and site Access B to mitigate traffic concerns. For site Access A on Linder Road, a southbound center left-turn lane and a northbound temporary right-turn lane are recommended per ACHD's specification. For site Access B on Amity Road, an eastbound center left-turn lane and a westbound temporary right-turn lane are recommended per ACHD's specifications. These measures should be implemented as alternative mitigation until the

roadways are widened. Additionally, ACHD's Staff comments/recommendations regarding the proposed street sections within this development indicate that Street K and Street O do not conform to ACHD's District policy. Therefore, the Applicant is required to construct these streets as 33-foot wide street sections. These streets are to be designed in such a way that they stub to adjacent parcels and can be extended in the future (see snapshot of ACHD's recommendations below).

d. Staff Comments/Recommendations: The applicant's proposal for Street A, Street B, Street C, Street D, Street E, Street F, Street G, Street H, Street J, Street L, Street M, Street N, and Street P meets District policy and should be approved, as proposed.

The applicant's proposal for Street K and Street O does not meet District policy. The applicant should be required to construct Street K and Street O as 33-foot street sections as they stub to adjacent parcels and will be extended in the future.

The applicant's proposal to construct the entrances of Street A and Street H as 52-foot street sections with a 10-foot wide landscape median and two 21-foot lanes meets District policy and should be approved, as proposed. The applicant should be required to plat the landscape medians as right-of-way owned by ACHD. The applicant or future home-owners association should enter into a license agreement with ACHD if landscaping is desired within the island.

Parking is allowed on one side of a reduced width street (Streets C, D, E, F, G, M, N, O). The applicant should be required to install "NO PARKING" signs on one side of all reduced width streets and on both sides of Street H. The applicant should be required to coordinate a signage program with District Development Review staff.

The applicant's proposal for four cul-de-sac turnarounds meets District policy and should be approved, as proposed. The cul-de-sac turnarounds should be constructed with a minimum radius of 50-feet.

The Applicant should re-design Street A, Street B, Street C, Street J, Street L, Street M, and Street O to be less than 750-feet in length or provide traffic calming design elements approved by ACHD Traffic Services. Staff recommends that the Applicant submit a revised preliminary plat showing the redesigned roadways for review and approval prior to plan approval and ACHD's signature on the first final plat. Furthermore, ACHD is requiring the Applicant to have approved plans for the crossing of Calkins Lateral (Street A) prior to the pre-construction meeting and final plat approval. **Staff recommends that the Applicant comply with ACHD's conditions of approval.**

Subdivision Design and Improvement Standards (UDC [11-6C-3](#)): Development of the subdivision is required to comply with the subdivision design and improvement standards listed in UDC 11-6C-3, including but not limited to streets, common driveways and block face.

There are three (3) common driveways proposed; such driveways should be constructed in accord with the standards listed in UDC 11-6C-3D. ***A perpetual ingress/egress easement shall be filed with the Ada County Recorder or a note added to the final plat that contains a common driveway, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. An exhibit was submitted with the application that depicts the setbacks, fencing, building envelope, and orientation of the lots and structures accessed via the common driveway (See Section VIII.G). If a property abuts a common driveway but has the required minimum street frontage and is taking access via the public street, the driveway should be depicted on the opposite side of the shared property line from the common driveway. Address signage should be provided at the public street for homes accessed via common driveways for emergency wayfinding purposes. Staff concludes that the common driveway exhibit submitted appears to satisfy the UDC code requirements.***

Block length is required to comply with the standards listed in UDC 11-6C-3F. Block faces should not exceed 750' in length without an intersecting street or alley unless a pedestrian connection is provided, then the block face may be extended up to 1,000' in length. In accordance with UDC 11-6C-3F.4, a block face should not exceed 1,200 feet, unless a waiver is granted by the City Council. In certain cases, as specified in section (F)(3) of this regulation, traffic calming measures may be necessary for blocks that surpass 1,000 feet in length. ***Staff finds that Street A, Street B, Street C, and Street M each include a pedestrian connection that meets the conditions outlined in UDC 11-6C-3F as stated above. Staff has determined that Street L should incorporate a pedestrian connection located within Block 11 that connects to the east to break up the block length. The Applicant has initially proposed a block length of 1,229 feet for Street "J" in Section VIII.H; however, upon verifying the measurement, Staff found that Street "J" actually exceeds a length of 1,800 feet. The Applicant is seeking a Council Waiver for the block length. However, Staff believes in order for the Council to grant the waiver, the Applicant should extend a public street across the northern edge of the Calkins Lateral in the location where the emergency access is proposed. This topic was discussed during the pre-application meeting. The applicant has indicated that the irrigation district wants to limit the number of crossings over the lateral however, staff doesn't have any written documentation of such a request. Staff recommends that the applicant provide written documentation from the irrigation provider stating that another public street connection is not desired prior to the City Council hearing. Moreover, to help reduce traffic speeds, the design of Street "J" incorporates curves, however, the applicant should still incorporate traffic calming measures as required by ACHD and UDC11-6C-3F. Further, Staff recommends that the Applicant incorporate an additional pedestrian connection and pedestrian bridge over the Calkins Lateral from the north side of this road through Lot 46 or Lot 47, Block 7 to align with the cul-de-sac. Incorporating an additional pedestrian bridge in the center of the development enhances accessibility to the open space and amenities within the area. If the applicant doesn't want to extend the road and install the additional open space and pedestrian bridge as recommended, the block length for street "J" should not exceed 750 feet as required by the UDC.***

Parking (UDC [11-3C](#)): Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence.

*According to the submitted elevations, each home is proposed with a two-car garage or a three-car garage which presumes a 3 to 5-bedroom home and would require a minimum 20-foot to 3-foot wide driveway for each building lot. In addition, as discussed above, some of the streets within this development are proposed as 27-foot wide street sections which only allow parking on one side of the street instead of both sides as allowed on the standard 33-foot section. **The Applicant has submitted a "Parking Plan" that illustrates an additional 428 on-street parking spaces (over 1.7 additional parking spaces per home) available for use by the residents (See Section VIII.I).***

Sidewalks & Pathways (UDC [11-3A-17](#) & UDC [11-3A-8](#)): 5-foot wide attached and detached sidewalks are proposed along the internal local streets consistent with UDC requirements. The Applicant is also proposing other pedestrian walkways throughout the entire site. According to the Meridian Master Pathways Plan, a 10-foot wide detached multi-use pathway is required along S. Linder Road (a residential arterial), a detached 10-foot wide pathway along W. Amity Road (a residential arterial), and a 10-foot pathway is required along the Calkins Lateral. *The Applicant has included the pathways on the plans; however, the pathway widths are not indicated on the*

plans to determine if they are consistent with the UDC. The Applicant is required to place the multi-use pathways within public access easements adjacent to the public streets unless they are within ACHD right-of-way. Additionally, the common driveways located at the northwest corner and southwest corner of the development should incorporate micro paths adjacent to the 5-foot landscape buffers to enhance walkability within the neighborhood.

Staff recommends the Applicant revise the plat and landscape plans to include the dimensions of the pathways and micro paths on the plans. The landscape plan does not depict landscaping on each side of the 10-foot multi-use pathway along the Calkins Lateral. Landscaping is required along all pathways in accordance with the standards listed in UDC [11-3B-12C](#); a landscape strip a minimum of five (5) feet wide shall be provided along each side of the pathway with a mix of trees, shrubs, lawn, and/or other vegetative ground covers.

Landscaping ([UDC 11-3B](#)): A 25-foot wide street buffer along S. Linder Road, an arterial street, and a 25-foot wide street buffer along W. Amity Street, an arterial street, are required and should be landscaped per the standards in UDC Table 11-3B-7C. All landscape areas should be landscaped per UDC 11-3B-5, general landscaping standards. Lastly, according to the submitted plans, the Applicant is proposing pathways and micro-paths which should be landscaped in accord with UDC 11-3B-12 standards.

The Applicant is showing a 25-foot wide common lot along S. Linder Road and a 25-foot wide common lot along W. Amity Road consistent with UDC code requirements. The landscape buffers are depicted with trees in excess of code and include landscape beds with shrubs and other vegetative ground cover, consistent with UDC 11-3B-7. Therefore, Staff finds the proposed street buffers comply with all UDC requirements. In addition, all open space areas are shown with trees, sod, and other landscaping in excess of minimum code requirements.

Fencing ([UDC 11-3A-7](#)): All fencing is required to comply with the standards listed in UDC 11-3A-7. According to the submitted landscape plans, the Applicant is proposing 6-foot vinyl privacy fencing along the perimeter of the property and the rear lot lines and a 4-foot or 5-foot tall wrought iron open vision fencing adjacent to any common open space areas. Both fencing types and their proposed locations comply with UDC standards.

Qualified Open Space ([UDC 11-3G](#)): The proposed project is approximately 65.10 acres in size requiring a minimum amount of open space based on the requested zoning. Per UDC Table 11-3G-3, the R-8 area requires a minimum of 15% qualified open space. Per the calculations, the minimum amount of qualified open space required is 9.77 acres. According to the submitted plans, the Applicant is proposing 10.39 acres of qualified open space, exceeding the minimum amount required. The proposed 10.39 acres equates to approximately 16% qualified open space.

The qualified open space proposed consists of 1/2 of the arterial street buffer to S. Linder Road, 1/2 of the arterial street buffer to W. Amity Road, there are several large central open space areas, and several smaller common open space areas located throughout the development. The landscape buffers to the adjacent arterial/public streets meet the enhanced buffer requirements outlined in UDC 11-3G-3B.3 to count towards the open space. Previously, these areas automatically qualified towards the minimum open space but this is no longer the case with the latest open space code updates that desires for more than the minimum to be included within the required buffers in order to count towards the overall qualified open space for a project. The Applicant appears to comply with all four (4) points outlined in code (See Section VIII. D & E). Additionally, the parkways depicted on the Open Space Exhibit as qualifying open space appears to meet the three (3) points outlined in code (See Section VIII. D & E).

- a. Enhanced landscaping as set forth in Article 11-3B. Landscaping Requirements;
- b. Multi-use pathways;
- c. Enhanced amenities with social interaction characteristics;
- d. Enhanced context with the surroundings.

- a. The parkway meets the minimum width standard as set forth in subsection 11-3A-17E of this Chapter.
- b. The parkway is planted with street trees in accord with [Section 11-3B-7](#), "Landscape Buffers Along Streets", of this Chapter.
- c. Except for alley accessed dwelling units, the area for curb cuts to each residential lot or common driveway shall be excluded from the open space calculation. For purposes of this calculation, the curb cut area shall be twenty-six (26) feet by the width of the parkway.

The centralized open space area on Lot 14, Block 12 depicts playground equipment with shelter, a climbing dome, seating areas, all connected to the surrounding local streets via 5-foot wide sidewalks. The centralized open space on Lot 6, Block 5 and Lot 3, Block 9 depict, large open grass areas, picnic shelter, and internal pathways. Overall, Staff supports the proposed open space and their locations being centralized within the development for fairly equitable access on both sides of the Calkins Lateral with the fire access available from the north and the pedestrian bridge access from the south over the Lateral. As mentioned above, Staff recommends the Applicant incorporate an additional pedestrian connection and pedestrian bridge over the Calkins Lateral from the north side of Street "J" through Lot 46 or Lot 47, Block 7 to align with the cul-de-sac. Incorporating an additional pedestrian bridge in the center of the development enhances accessibility to the open space and amenities within the area.

Amenities (UDC [11-3G](#)): UDC 11-3G-4 dictates the minimum amenity points required for projects over 5 acres in size. The project size of 65.10 acres requires a minimum of 13 amenity points (1 point for every 5 acres). According to the submitted plans and narrative, the Applicant is proposing the following qualifying amenities: playground park (includes play structure, climbing dome, climbing rocks, swings, passive open spaces, and seating areas) in Phase 6, fenced dog park (includes seating benches, dog waste facility, micro-pathway) in Phase 1, Picnic shelter on Lot 6, Block 5 and on Lot 3, Block 9 in Phase 2 and Phase 5, and three segments of 10' wide multi-use pathways equaling approximately 4,000 linear feet each in length in Phases 1 and 6. According to UDC Table 11-3G-4, the proposed amenities total 15.5 amenity points and exceed the minimum amenity point requirements for a project of this size. *Staff has concerns regarding the amenities provided across different phases within the development. As mentioned above, Staff recommends that the 10' pathway along the Calkins Lateral should be constructed with Phase Four (4) instead of waiting until Phase Six (6). To address the issue of timing, Staff recommends that Lot 10, Block 8 in Phase 4 should include another qualifying amenity for the northern portion of the neighborhood, ensuring that residents are not waiting until Phase 6 for the proposed playground on the eastern side of the lateral. Additionally, in the interest of enhancing the enjoyment of open space areas, Staff finds the picnic areas on Lot 6, Block 5, and Lot 3, Block 9 should be equipped with tables and benches with the proposed shade structures in accordance with UDC 11-3G-4. Staff's recommendations are aimed at ensuring there are adequate amenities within each phase. A detail of the amenities should be submitted with the final plat application for the phases in which they are located.*

Waterways (UDC [11-3A-6](#)): According to GIS imagery, the Calkins Lateral bisects the site and continues to northern boundary and the Carlson Lateral bisects the eastern parcel of the proposed development. The Calkins Lateral runs across the northeast corner of this site within a 51-foot wide easement. The Applicant proposes to leave the waterway open and improve the area as a linear open space with a pathway as allowed by UDC 11-3A-6B.2. It is presumed that the Carlson Lateral is being tiled and relocated as part of the construction of this development. *The Applicant is required to comply with UDC 11-3A-6 and ensure this irrigation facility bisecting the eastern property is tiled or relocated. Staff recommends that the Applicant graphically depict the relocation of the easement on the plat prior to the City Council hearing. Furthermore, irrigation easements wider than ten (10) feet shall be included in a common lot*

that is a minimum of twenty (20) feet wide and outside of a fenced area, unless otherwise waived by City Council in accord with UDC 11-3A-6.

Utilities (UDC [11-3A-21](#)): The Applicant is proposing and is required to extend necessary public utilities for the proposed project. Public Works has reviewed the subject applications for compliance with their standards and finds them to be in general compliance, see the specific conditions outlined in Section VIII.B of this report.

Pressurized Irrigation System (UDC [11-3A-15](#)): Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15.

Storm Drainage (UDC [11-3A-18](#)): An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.

Building Elevations (UDC [11-3A-19](#) | [Architectural Standards Manual](#)): The Applicant submitted conceptual building elevations for the proposed homes. Note that detached single-family homes do not require Design Review approval prior to building permit submittal.

The submitted elevations depict varying roof profiles and colors with the same or similar field materials of lap siding and stone accents for the detached home. Overall, Staff finds the submitted elevations to comply with the minimum standards but hopes future elevations depict more variation in finish materials to help delineate the building facades along public streets.

VII. DECISION

A. Staff:

Staff recommends approval of the requested annexation, rezone, preliminary plat and development agreement modification applications with the requirement of a new DA per the conditions of approval in Section IX and the Findings in Section X of this staff report.

B. The Meridian Planning & Zoning Commission heard these items on September 7, 2023. At the public hearing, the Commission moved to recommend approval of the subject Annexation, Preliminary Plat, Rezone and Development Agreement Modification requests.

1. Summary of Commission public hearing:

- a. In favor: Hethe Clark
- 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 Commission:

- a. Concerns with the Block length of Street "J" and how to mitigate the traffic flow.

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 September 26, 2023. At the public hearing, the Council moved to approve the subject Annexation, Preliminary Plat, Rezone, and Development Agreement Modification requests.

1. Summary of the City Council public hearing:
 - a. In favor: Hethe Clark, Applicant Representative
 - b. In opposition: None
 - c. Commenting: Brooke Green, ACHD
 - d. Written testimony: Mike & Melissa Bernard; Beck Mckay, Engineering Solutions
 - e. Staff presenting application: Bill Parsons, Planning Supervisor
 - 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. Concerns regarding the block length for Street J and implementation of traffic calming measures and possibly installing a raised crosswalk.
 - b. Frontage improvements along Amity Road & Linder Road with Phase One.
 - c. Concerns with the property on the corner and pedestrian connections at the intersection of Linder Road & Amity Road as it relates to this project.
4. City Council change(s) to Commission recommendation:
 - a. Removal of condition 3.g and a Council Waiver granted for the block length of Street J.

VIII. EXHIBITS

A. Annexation and Rezone Legal Descriptions and Exhibit Maps



Sawtooth Land Surveying, LLC
P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Windrow Annexation Description

BASIS OF BEARINGS is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the southwest corner of said Section 25;

Thence N. 0°31'28" E., coincident with the west line of said SW1/4 and the centerline of S. Linder Road, a distance of 364.11 feet to a 5/8" rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 962.17 feet to a 5/8" rebar/cap PLS 11574 marking the S1/16 corner common to Sections 25 and 26;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S. 82°51'07" E., 95.25 feet;

Thence S. 70°28'42" E., 50.00 feet;

Thence S. 59°16'41" E., 42.00 feet;

Thence S. 43°44'42" E., 45.00 feet;

Thence S. 41°24'42" E., 913.66 feet to the north line of the SW1/4 of the SW1/4;

Thence S. 89°29'27" E., coincident with the north line of said SW1/4 of the SW1/4, a distance of 504.44 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence S. 0°29'06" W., coincident with the east line of said SW1/4 of the SW1/4, a distance of 1325.09 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the centerline of W. Amity Road;

Thence N. 89°32'33" W., coincident with the south line of said SW1/4 of the SW1/4 and said centerline of W. Amity Road, 1025.52 feet to a 5/8" rebar/cap PLS 5617;

Thence leaving said south line and said centerline, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;

Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

Said parcel contains 46.133 more or less.





LINE	BEARING	DISTANCE	AREA
1	S 17°29'45\"/>		



PROJECT:
 WINDROW ANNEXATION EXHIBIT
 SW1/4, SW1/4, SECTION 25
 T. 3 N., R. 1 W., B.M.
 ADA COUNTY, IDAHO

OWNER/DEVELOPER:
 CONGER
 MANAGEMENT GROUP

DATE: 5/2023

DWG #
 123048-EX

PROJECT #
 123048

SHEET
 1 OF 1

2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 P: (208) 398-8104
 F: (208) 398-8105

SAWTOOTH
 Land Surveying, LLC
 WWW.SAWTOOTHLS.COM



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Windrow East Rezone Description

BASIS OF BEARINGS is N. $0^{\circ}31'28''$ E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SE1/4 of the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the southwest corner of said Section 25;

Thence S. $89^{\circ}32'33''$ E., coincident with the south line of said SW1/4 and the centerline of W. Amity Road, 1325.56 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the **POINT OF BEGINNING**;

Thence leaving said south line and said centerline, N. $0^{\circ}29'06''$ E., coincident with the west line of said SE1/4 of the SW1/4, a distance of 1325.09 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

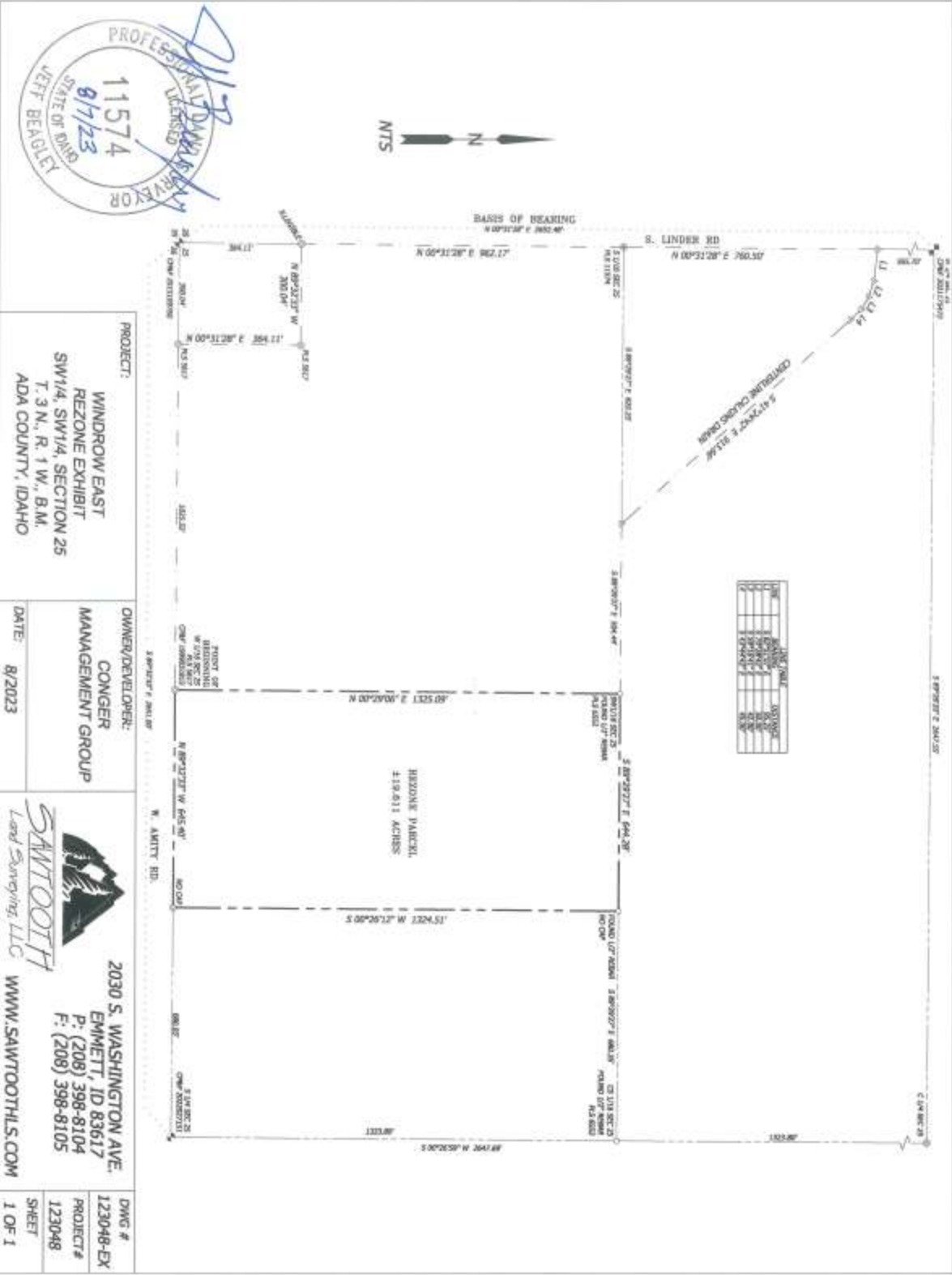
Thence S. $89^{\circ}29'27''$ E., coincident with the north line of said SE1/4 of the SW1/4, a distance of 644.28 feet to a 1/2" rebar/no cap;

Thence leaving said north line, S. $0^{\circ}26'12''$ W., 1324.51 feet to a 5/8" rebar/no cap on said south line and said centerline;

Thence N. $89^{\circ}32'33''$ W., coincident with said south line and said centerline, 645.40 feet to the **POINT OF BEGINNING**.

Said parcel contains 19.611 acres more or less.





B. Windrow DA Boundary Legal Description and Exhibit Map



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Windrow Boundary Description

BASIS OF BEARINGS is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the southwest corner of said Section 25;

Thence N. 0°31'28" E., coincident with the west line of said SW1/4, a distance of 364.11 feet to a 5/8" rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 962.17 feet to a 5/8" rebar/cap PLS 11574 marking the S1/16 corner common to Sections 25 and 26;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S. 82°51'07" E., 95.25 feet;

Thence S. 70°28'42" E., 50.00 feet;

Thence S. 59°16'41" E., 42.00 feet;

Thence S. 43°44'42" E., 45.00 feet;

Thence S. 41°24'42" E., 913.66 feet to the north line of the S1/2 of said SW1/4;

Thence S. 89°29'27" E., coincident with the north line of said S1/2 of the SW1/4, a distance of 504.44 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence continuing, S. 89°29'27" E., coincident with said north line, 644.28 feet to a 1/2" rebar with no cap;

Thence leaving said north line, S. 0°26'12" W., 1324.51 feet to a 5/8" rebar with no cap on the south line of said SW1/4;

Thence N. 89°32'33" W., coincident with said south line, 645.40 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36;

Thence continuing, N. 89°32'33" W., coincident with said south line, 1025.52 feet to a 5/8" rebar/cap PLS 5617;

Thence leaving said south line, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;

Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

Said parcel contains 65.744 more or less.





LINE	BEARING	DISTANCE
1	S 89°20'27\"/>	



PROJECT:
 WINDROW BOUNDARY EXHIBIT
 S1/2, SW1/4, SECTION 25
 T. 3 N., R. 1 W., B.M.
 ADA COUNTY, IDAHO

OWNER/DEVELOPER:
 CONGER
 MANAGEMENT GROUP

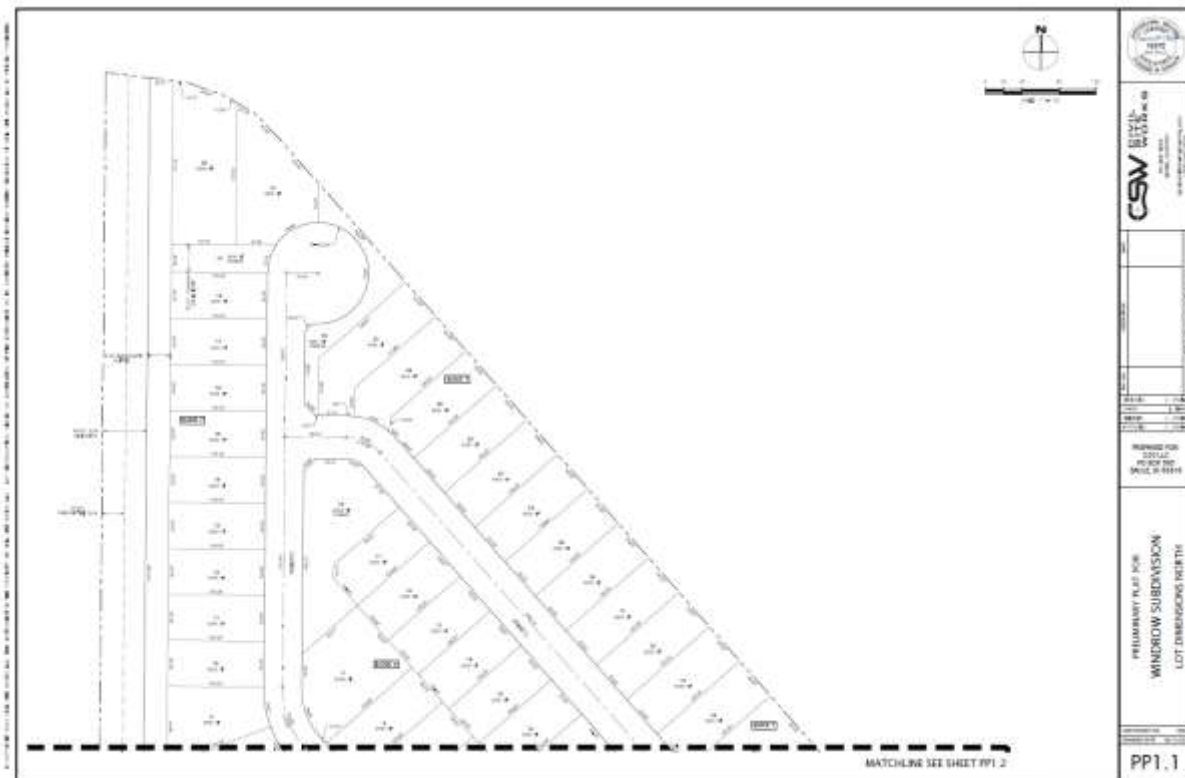
DATE: 3/2023

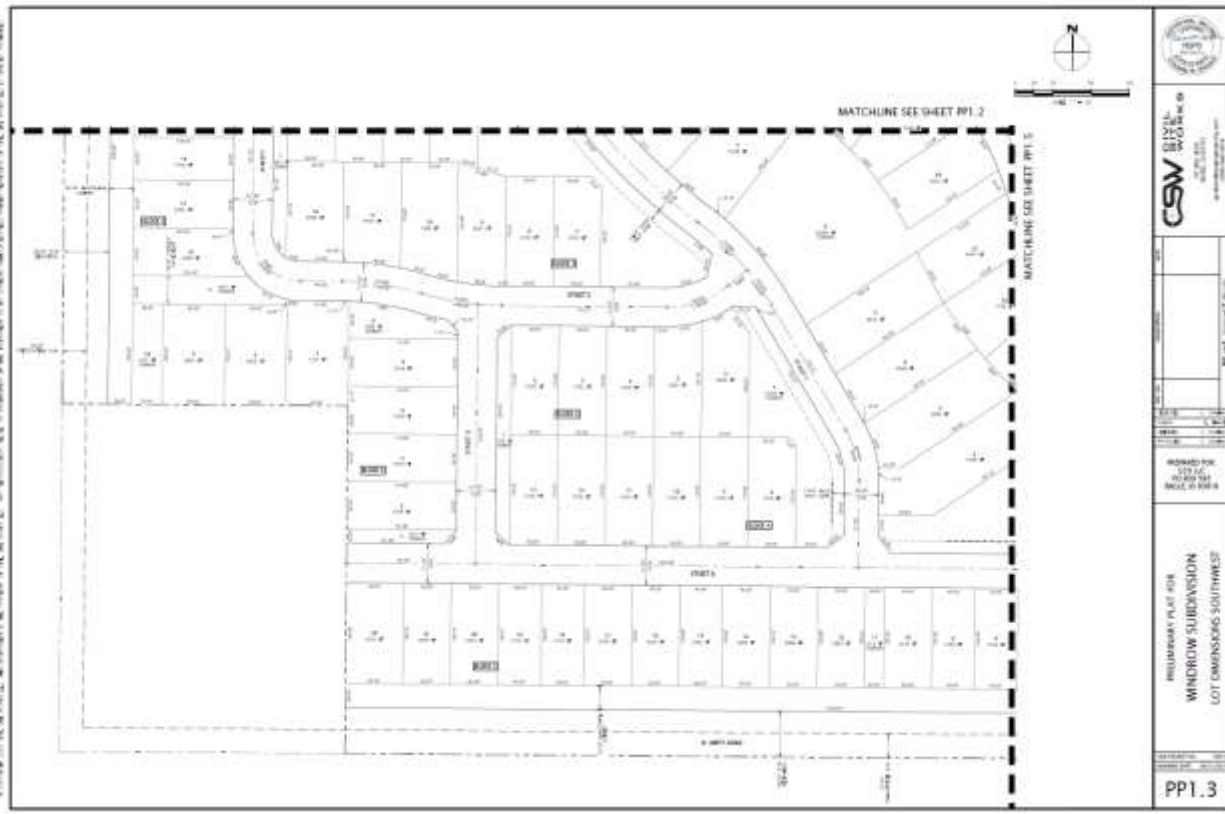
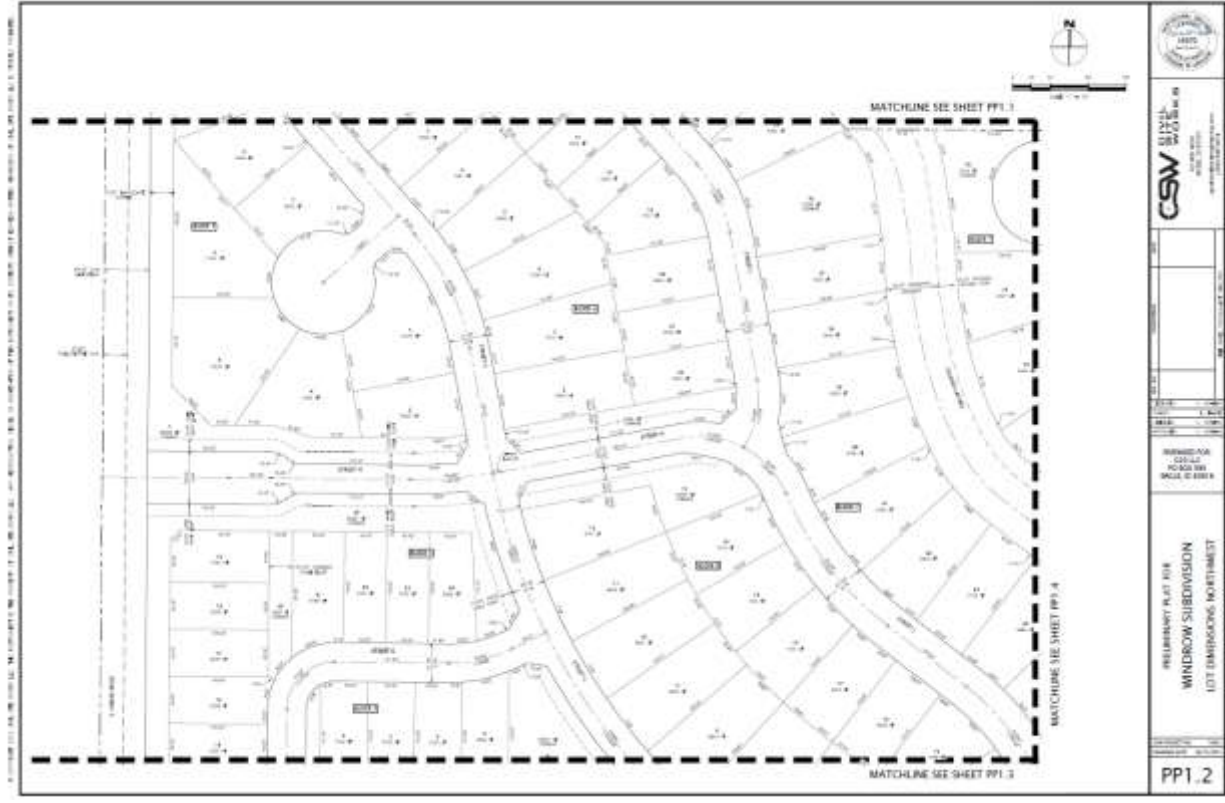
DWG #: 123048-EX
PROJECT #: 123048
SHEET: I OF 1

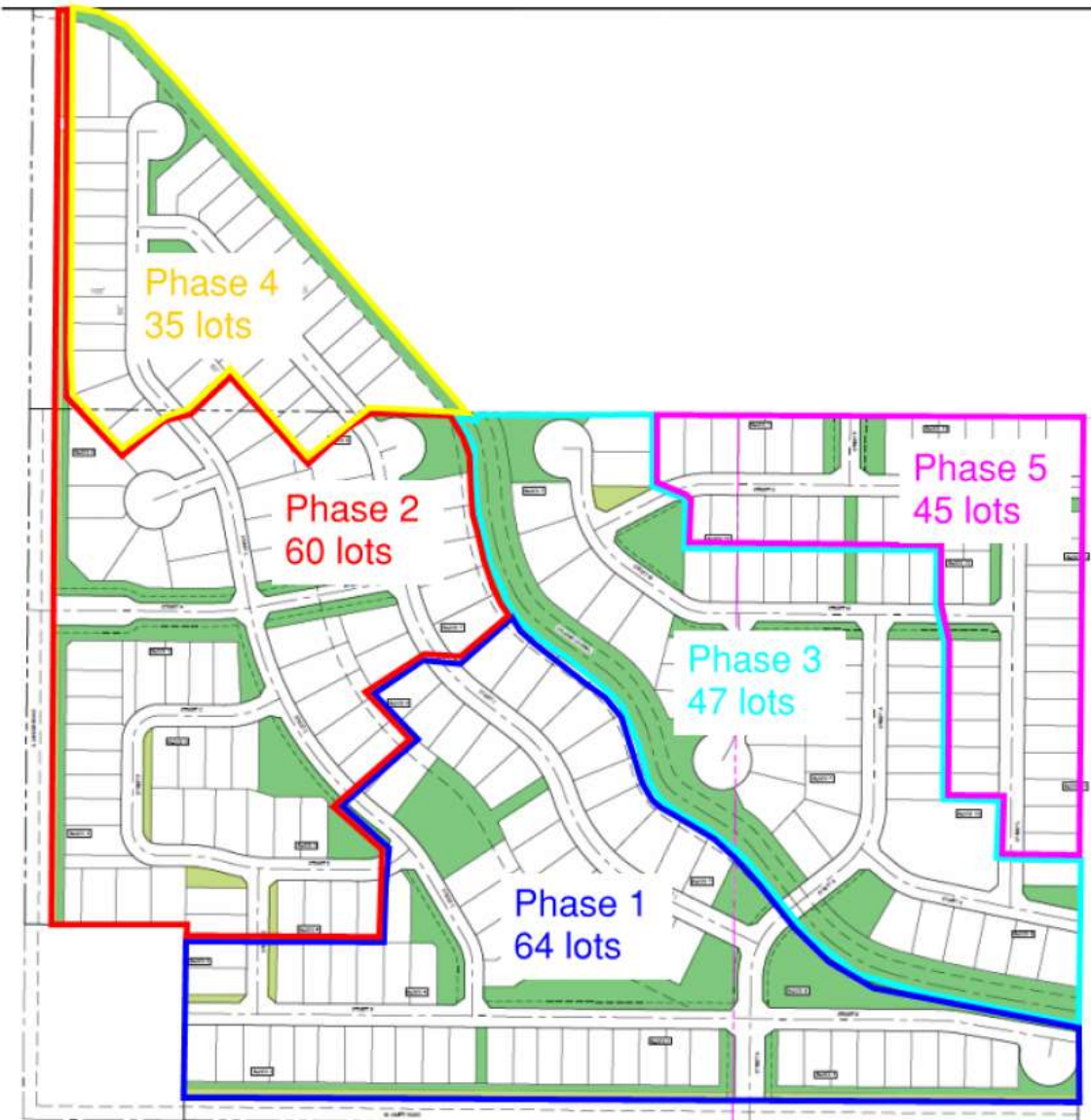
2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 P: (208) 398-8104
 F: (208) 398-8105

SAWTOOTH
 Land Surveying, LLC
 WWW.SAWTOOTHLS.COM

C. Revised Preliminary Plat & Phasing Plan (dated: 9/13/2023)







C. Landscape Plans (date: 5/25/2023)

WINDROW SUBDIVISION

MERIDIAN, ID

PRELIMINARY PLAT LANDSCAPE PLAN



ENGINEER
DALE JENSEN, LLC
100 W. 100 S.
MAY 25, 2023

DEVELOPER
100 W. 100 S.
MAY 25, 2023

MAY 25, 2023

JENSEN BELLYS
PLANNING & ENGINEERING



WINDROW SUBDIVISION

MERIDIAN, ID

PRELIMINARY PLAT LANDSCAPE PLAN



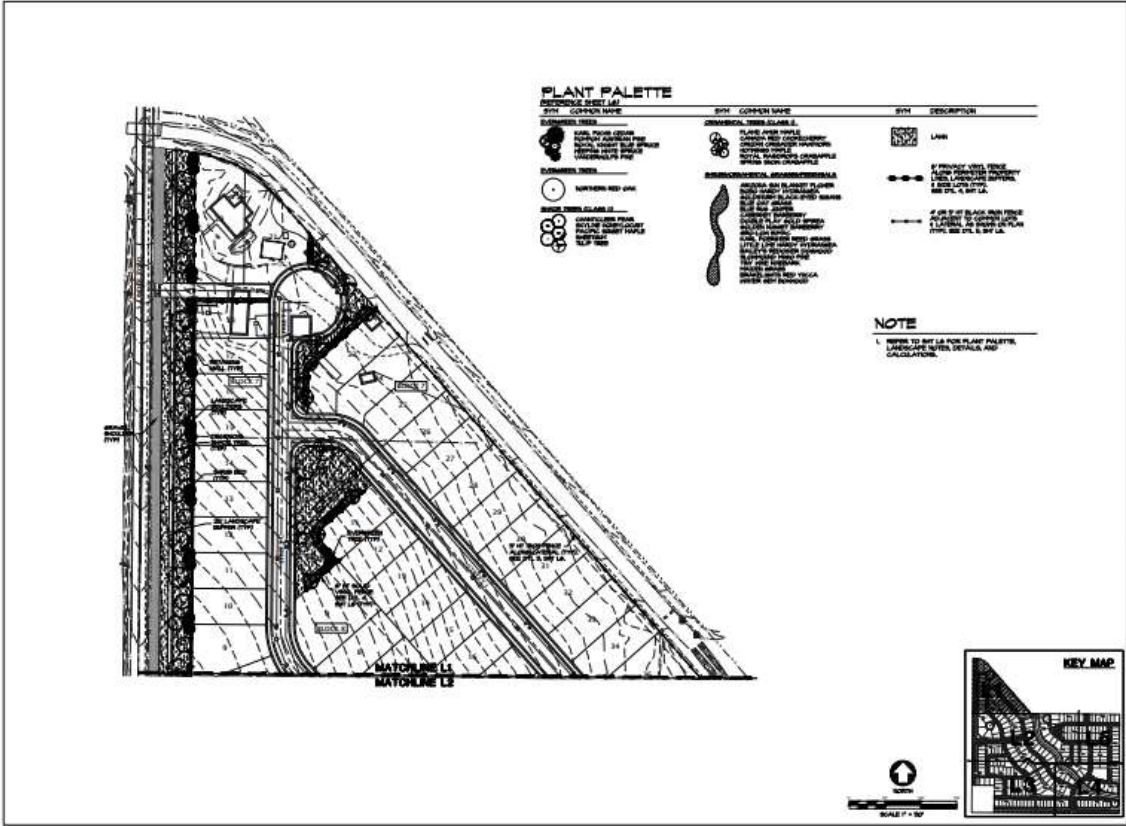
ENGINEER
DALE JENSEN, LLC
100 W. 100 S.
MAY 25, 2023

DEVELOPER
100 W. 100 S.
MAY 25, 2023

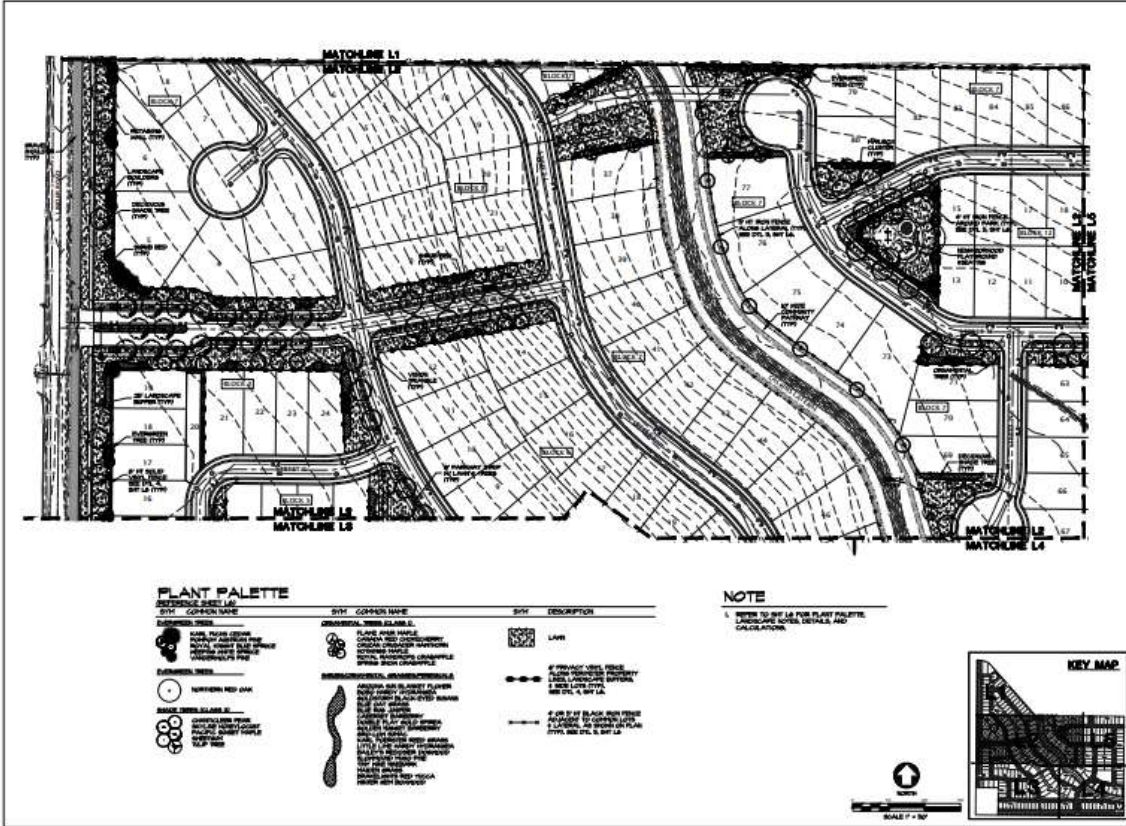
MAY 25, 2023

JENSEN BELLYS
PLANNING & ENGINEERING

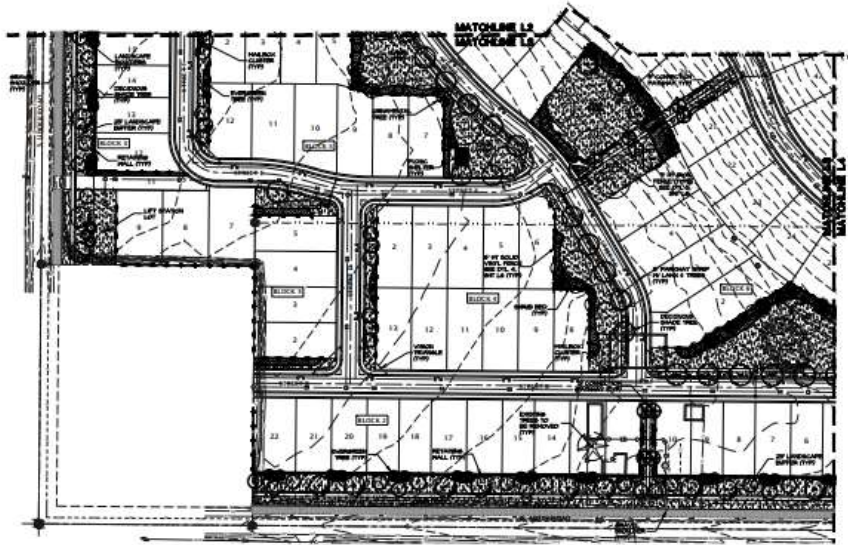




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WINDROW SUBDIVISION MERIDIAN, ID PRELIMINARY PLAT LANDSCAPE PLAN	
Job Number: 2007	
Drawn: Chadwick	Checked: WJD
Scale: AS SHOWN	Sheet Title: LANDSCAPE PLAN
Sheet Number: L1	
3 of 7 Sheets	



Sheet Description	Date
L2	02/20/07
No. 00000 License No. 00000 2000 Exp. Date: 01/31/2007 www.mtsd.com	
WINDROW SUBDIVISION MERIDIAN, ID PRELIMINARY PLAT LANDSCAPE PLAN	
Job Number: 2007	
Drawn: Chadwick	Checked: WJD
Scale: AS SHOWN	Sheet Title: LANDSCAPE PLAN
Sheet Number: L2	
3 of 7 Sheets	



PLANT PALETTE
REFERENCE SHEET L3

SYN	COMMON NAME
	DOGWOOD
	NORTHERN RED MAPLE
	BLACK WILLOW

SYN	COMMON NAME
	PLANT PALETTE
	PLANT PALETTE
	PLANT PALETTE

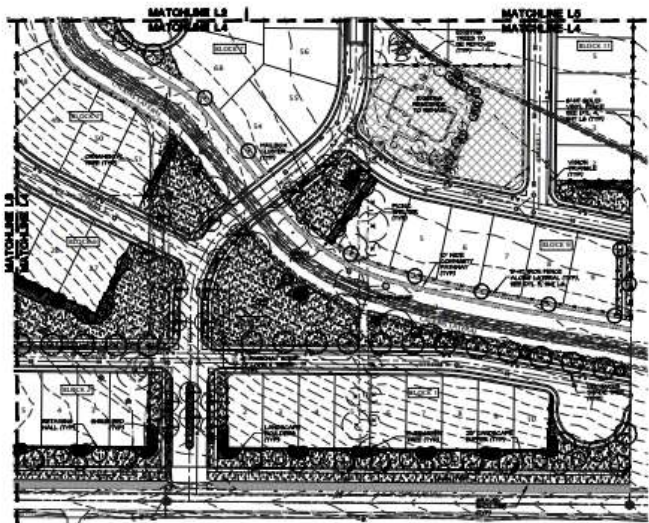
SYN	DESCRIPTION
	LAWN
	4" x 6" BLACK WOOD PRIVACY FENCE
	4" x 6" BLACK IRON FENCE

NOTE

1. REFER TO SHEET L3 FOR PLANT PALETTE, LAYOUT, NOTES, DETAILS, AND CALCULATIONS.



Drawn	Checked
DATE	DATE
Mr. [Name] 216 East Lake Ave. 10 75105-1111 [State]	
WINDROW SUBDIVISION	
MERRIMAN, ID	
PRELIMINARY PLAT LANDSCAPE PLAN	
Job Number 2027	
Drawn	Checked
DATE	DATE
Mr. [Name] 216 East Lake Ave. 10 75105-1111 [State]	
WINDROW SUBDIVISION	
MERRIMAN, ID	
PRELIMINARY PLAT LANDSCAPE PLAN	
Job Number 2027	
Drawn	Checked
DATE	DATE
Mr. [Name] 216 East Lake Ave. 10 75105-1111 [State]	
WINDROW SUBDIVISION	
MERRIMAN, ID	
PRELIMINARY PLAT LANDSCAPE PLAN	
Job Number 2027	
Sheet Number	
L3	
1 of 7 Sheets	



PLANT PALETTE
REFERENCE SHEET L4

SYN	COMMON NAME
	DOGWOOD
	NORTHERN RED MAPLE
	BLACK WILLOW

SYN	COMMON NAME
	PLANT PALETTE
	PLANT PALETTE
	PLANT PALETTE

SYN	DESCRIPTION
	LAWN
	4" x 6" BLACK WOOD PRIVACY FENCE
	4" x 6" BLACK IRON FENCE

NOTE

1. REFER TO SHEET L4 FOR PLANT PALETTE, LAYOUT, NOTES, DETAILS, AND CALCULATIONS.

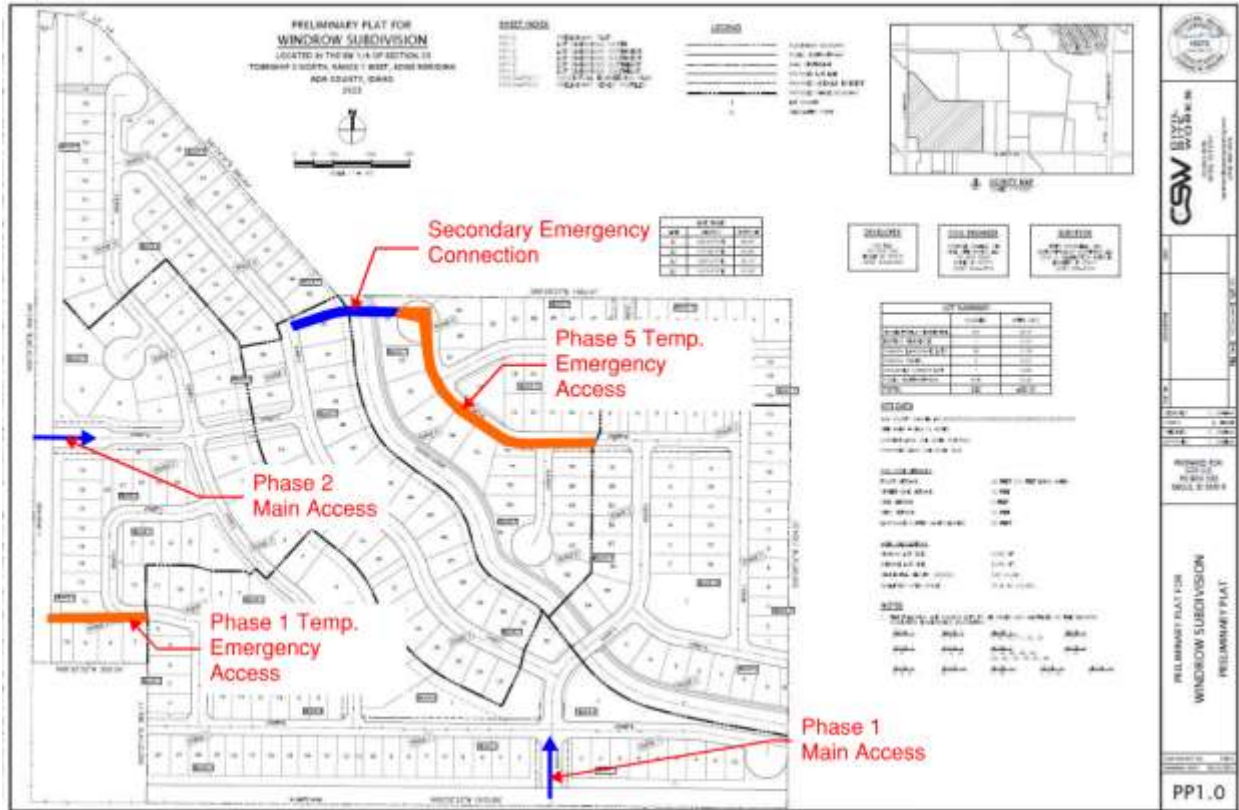


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WINDROW SUBDIVISION	
MERRIMAN, ID	
PRELIMINARY PLAT LANDSCAPE PLAN	
Job Number 2027	
Drawn	Checked
DATE	DATE
Mr. [Name] 216 East Lake Ave. 10 75105-1111 [State]	
WINDROW SUBDIVISION	
MERRIMAN, ID	
PRELIMINARY PLAT LANDSCAPE PLAN	
Job Number 2027	
Sheet Number	
L4	
2 of 7 Sheets	

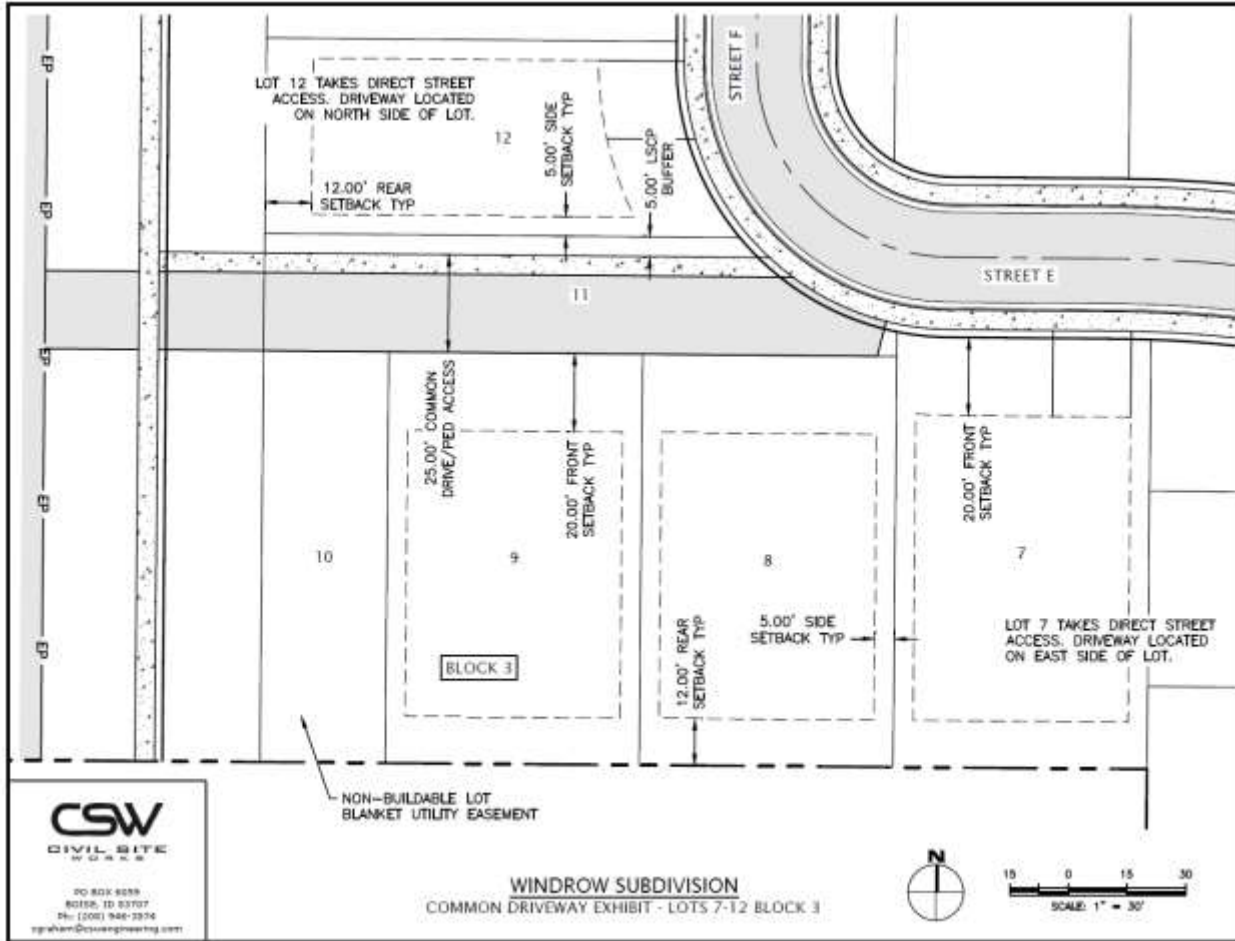
D. Revised Open Space Exhibit:

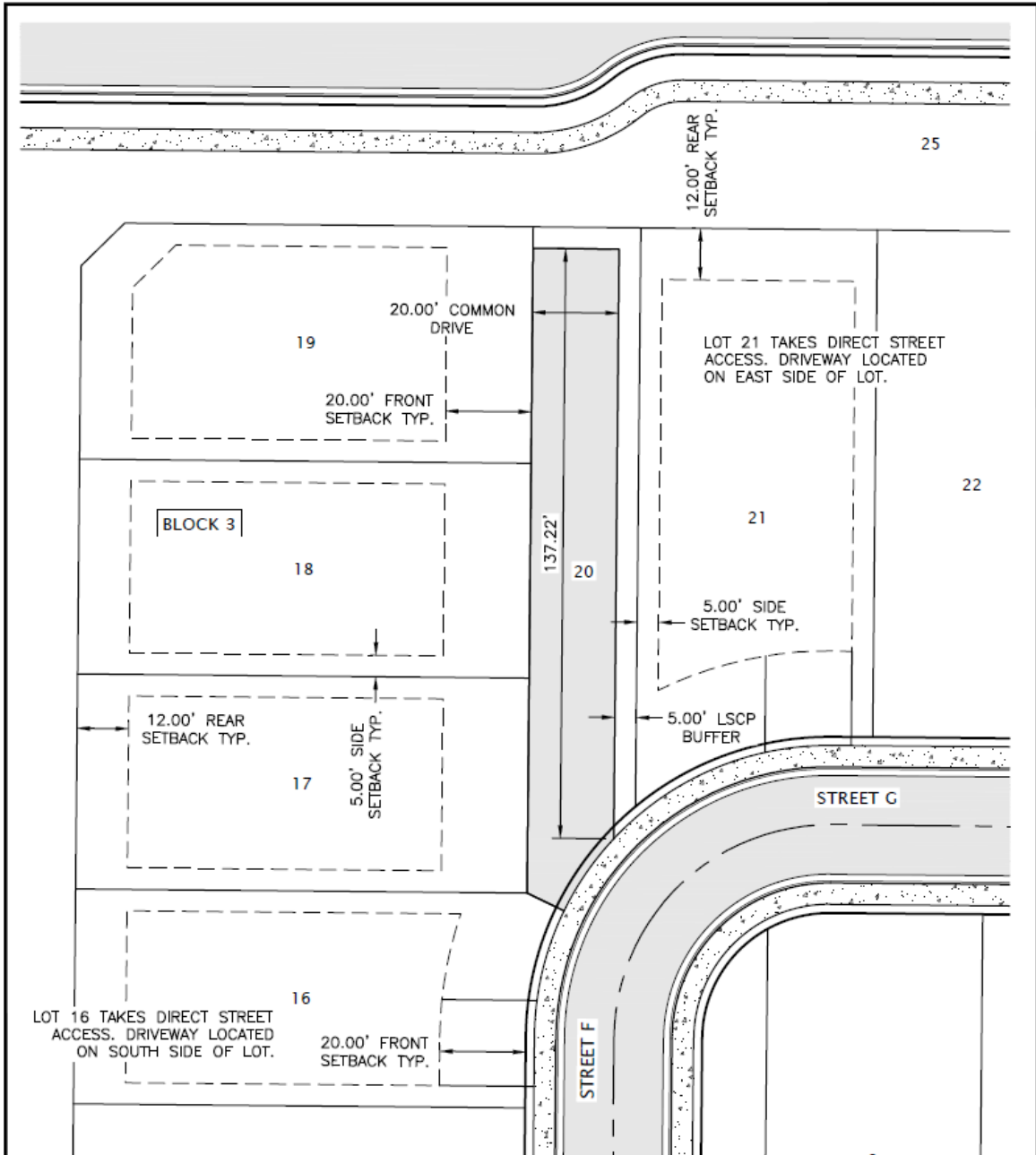


E. Fire Phasing Plan:



F. Revised Common Drive Exhibits:

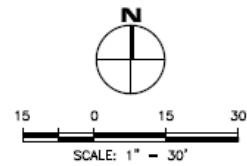


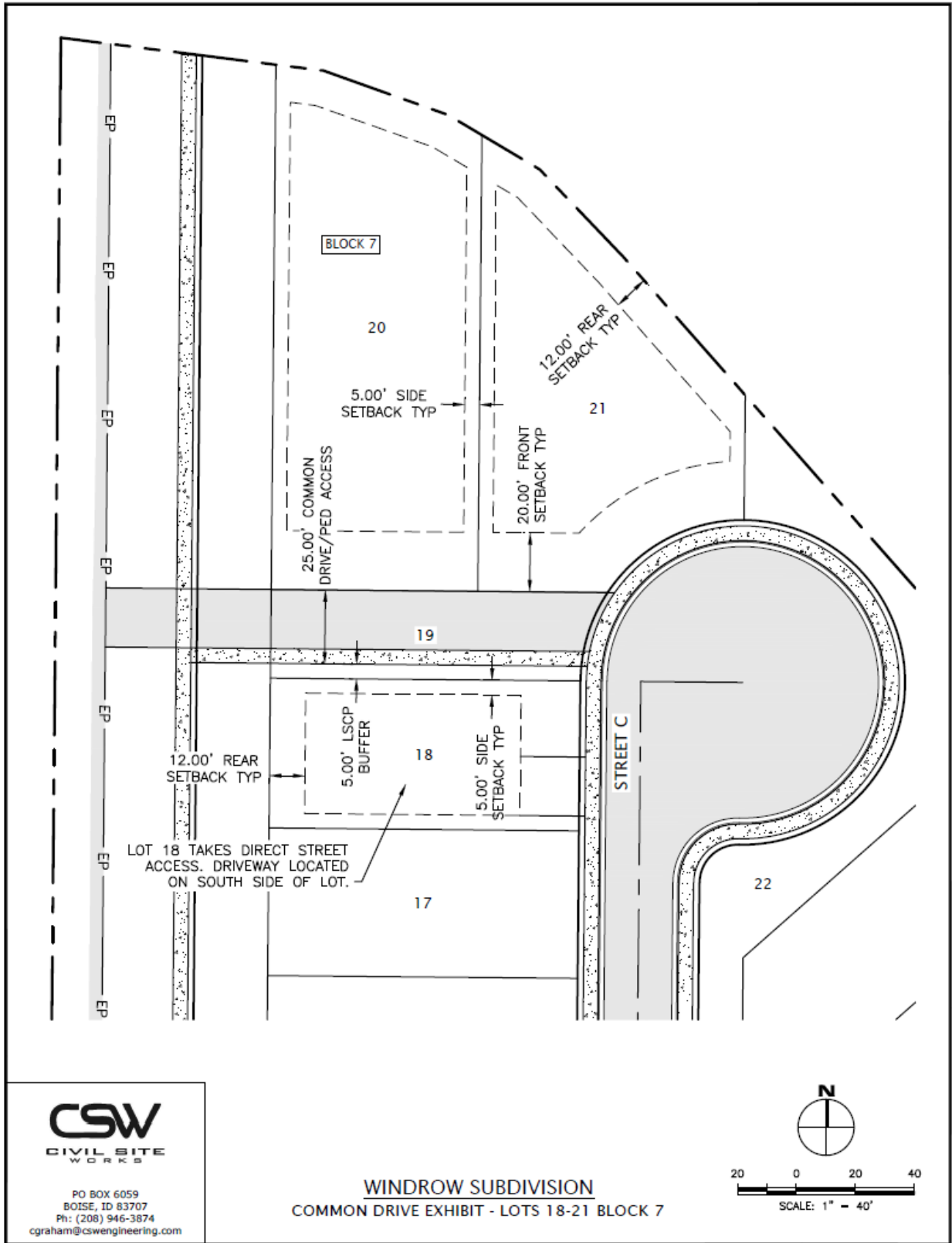


CSW
 CIVIL SITE
 WORKS

PO BOX 6059
 BOISE, ID 83707
 Ph: (208) 946-3874
 cgraham@cswengineering.com

WINDROW SUBDIVISION
 COMMON DRIVE EXHIBIT - LOTS 16-21 BLOCK 3





G. Block Length Exhibit



H. Parking Plan



Exhibit J – Parking Plan

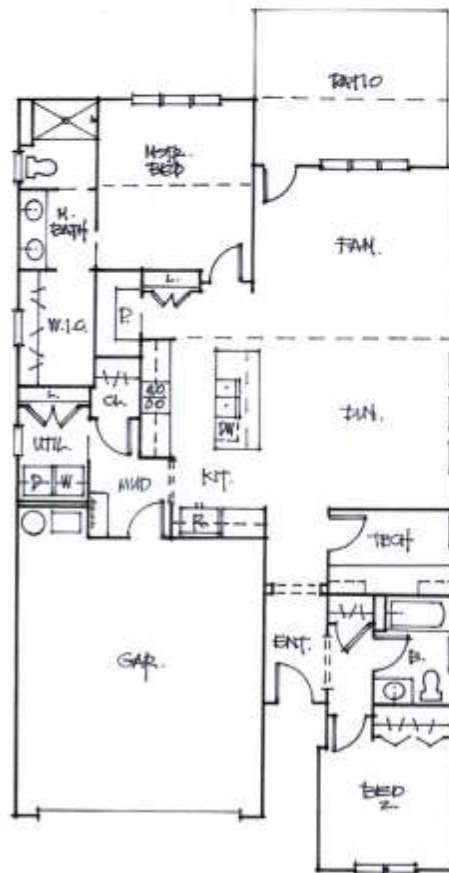
The Windrow Neighborhood will meet or exceed all the requirements of the City of Meridian's Code for off-street parking. All homes within the neighborhood will have a minimum of a two (2) car garage and a driveway that will accommodate an additional two (2) parking spaces, for a total of four (4) off-street parking spaces. As illustrated below, an additional 428 (over 1.7 additional per home) on-street parking spaces will be available for use by the residence.



I. Conceptual Building Elevations & Floorplans



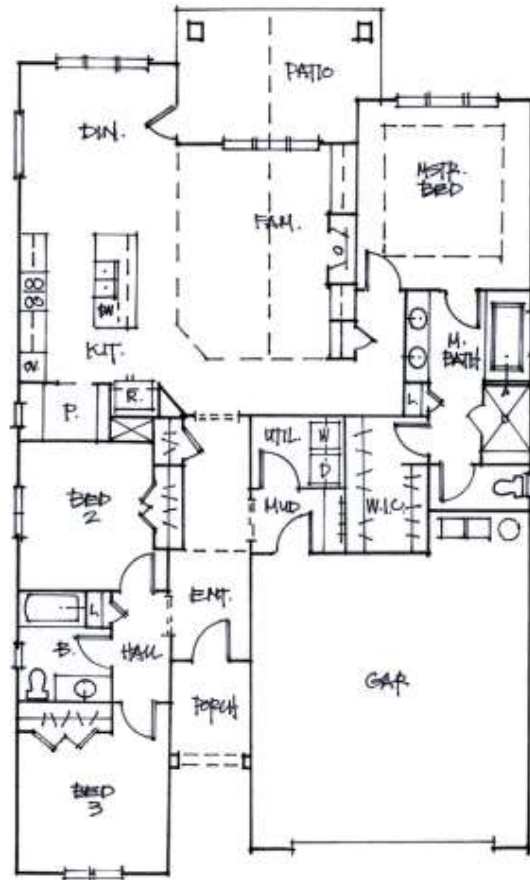
WINDROW
PLAN 1



35' WIDE



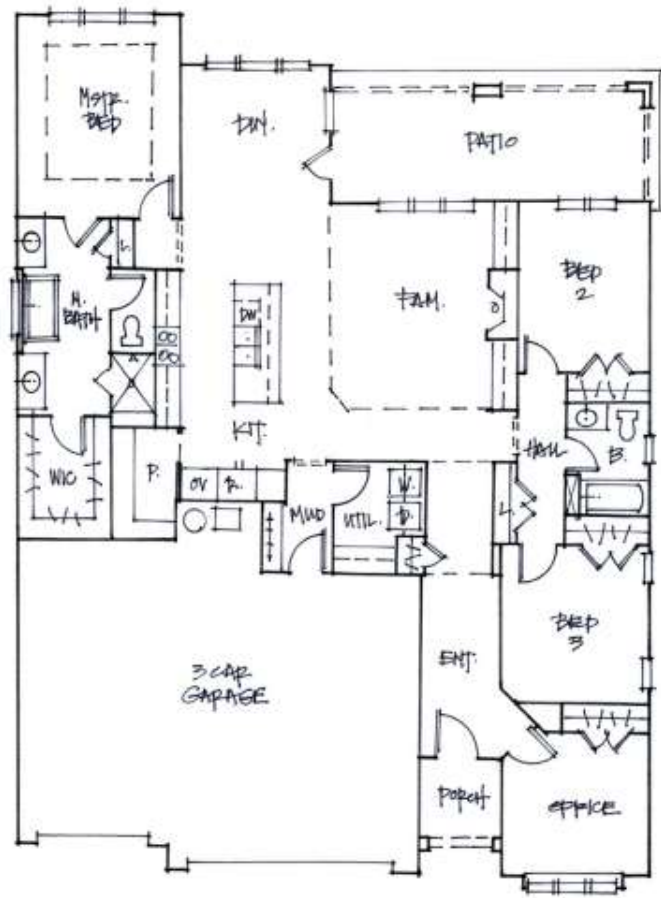
WINDROW PLAN 2



40' WIDE



WINDROW
PLAN 3



50' WIDE

IX. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. A Development Agreement (DA) is required as a provision of annexation and rezone of this property. Prior to approval of the annexation and rezone ordinance, a DA shall be entered into between the City of Meridian and the property owner(s)/developer at the time of ordinance adoption. **A final plat will not be accepted until the DA is executed and the AZ and RZ ordinance is approved by City Council.**

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 and rezone. The DA shall, at minimum, incorporate the following provisions:

- a. Future development of this site shall be substantially consistent with the approved plat, landscape plan, phasing plan, common drive exhibits, and conceptual building elevations included in Section VIII and the provisions contained herein.
- b. The property located at 1100 W. Amity Road shall no longer be subject to the terms of DA Inst. #2016-007443 (South Meridian H-2015-0019).
- c. ~~The 10' detached sidewalks and the street buffers along S. Linder Rd. shall be constructed with the second phase of development; and W. Amity Rd. shall be constructed with the first phase of development; the 10' multiuse pathway and associated landscaping along the Calkins Lateral shall be shall be constructed with the fourth phase.~~
- d. The existing home and outbuildings on the property being annexed shall be removed with the first phase of development, as proposed.
- f. The existing home on Lot 1, Block 10 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
- g. The rear and/or sides of homes visible from S. Linder Road and W. Amity road (Lots 12-19, Block 3; Lots 5-6, Block 7; Lots 8-18, Block 7; Lots 2-22, Block 2; Lots 2-10, Block 1) shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*

Preliminary Plat Conditions:

2. The preliminary plat included in Section VII.B, dated May 23, 2023, shall be revised ~~15 days prior to the City Council hearing~~ as follows:
 - a. Revise the plat to include 10-foot sidewalks along the Linder and Amity frontages.
 - b. Add a plat note stating that direct lot access to S. Linder Road and W. Amity Road is prohibited.
 - c. Revise the plat to illustrate Street K and Street O as 33-foot wide street sections in accordance with ACHD's District policy.

- d. Consistent with ACHD conditions of approval and UDC 11-6C-3F, provide traffic calming measures along Street A, Street B, Street C, Street J, Street L, Street M, and Street O to help mitigate its long and straight design or revise the plat to redesign the roadways. The Applicant is seeking a Council Waiver for Street J due its block length exceeding 750-feet - a Council Waiver was granted.
 - e. The Applicant shall submit a revised phasing plan (in color) as follows:
 - ~~Include the construction of both 10-foot detached sidewalks and the entire street buffers along the frontage of S. Linder Rd. and W. Amity Rd with the first phase~~
 - ~~Construct the 10-foot multi-use pathway and associated landscaping with the third phase.~~
 - ~~The S. Linder Rd. entrance shall be constructed with the first phase in lieu of the temporary emergency access. Update the proposed fire phasing plan to align with staff's recommended changes to the phasing plan.~~
 - ~~Extend a public street across the northern edge of the Calkins Lateral in the location where the emergency access is proposed AND add an additional micropath and pedestrian bridge over the Calkins Lateral from the north side of road J through Lot 46 or Lot 47, Block 7 to align with the cul-de-sac. A detail of the pedestrian bridge shall be submitted with phase 3 of the final plat. If the irrigation district doesn't want another public street and/or pedestrian bridge over the lateral, the applicant shall provide written documentation stating such.~~
 - ~~If the applicant doesn't want to extend the road and install the additional open space and pedestrian bridge, the block length for road J shall not exceed 750 feet in accord with UDC 11-6C-3F1.~~
 - f. The existing home shall obtain a new address upon development of this project consistent with the development of the new local street.
 - g. If the Carlson Lateral easement is wider than ten (10) feet, it shall be included in a common lot that is a minimum of twenty (20) feet wide and outside of a fenced area, unless otherwise waived by City Council in accord with UDC 11-3A-6.
3. The landscape plan included in Section VII.C, dated July 29, 2022, shall be revised ~~15 days prior to the City Council Hearing~~ as follows:
- a. A detail for each of the amenities shall be depicted on the plan or submitted separately.
 - b. Landscaping shall be depicted on either side of pathways. Landscaping is required along all pathways in accordance with the standards listed in UDC [11-3B-12C](#); a landscape strip a minimum of five (5) feet wide shall be provided along each side of the pathway with a mix of trees, shrubs, lawn, and/or other vegetative ground covers.
 - c. The common driveways abutting Lot 11, Block 3 and Lot 19, Block 7 located at the northwest corner and southwest corner of the development shall incorporate micro paths adjacent to the 5-foot landscape buffers to enhance walkability within the neighborhood.
 - d. Include mitigation calculations on the plan for existing trees that are proposed to be removed in accord with the standards listed in UDC [11-3B-10C.5](#). The Applicant shall coordinate with the City Arborist (Kyle Yorita kyorita@meridiancity.org) to determine mitigation requirements *prior* to removal of existing trees from the site.

- f. The picnic areas on Lot 6, Block 5, and Lot 3, Block 9 shall be equipped with tables and benches with the proposed shade structures in accordance with UDC 11-3G-4.
 - g. ~~That Lot 10, Block 8 in phase 4 shall include another qualifying amenity serving the northern portion of the neighborhood.~~
 - h. Street "L" shall incorporate a pedestrian connection located within Block 11 due to the block length.
 - i. Make the necessary revisions to the landscape plans to match the plat revisions noted above in IX.2.
4. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.
 5. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
 6. The Applicant shall comply with all ACHD conditions of approval.
 7. ~~The Applicant shall ensure the irrigation ditch (Carlson Lateral) bisecting the property is tiled and/or relocated consistent with UDC 11-3A-6 standards.~~ The Calkins Lateral can remain open if granted approval by City Council.
 8. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
 9. Address signage shall be provided at the public street for homes accessed via common driveways for emergency wayfinding purposes.
 10. A perpetual ingress/egress easement shall be filed with the Ada County Recorder or a note added to the final plat that contains the common driveways, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment.
 11. Prior to the City Engineer's signature on each final plat, a 14-foot wide public pedestrian easement shall be submitted to the Planning Division and recorded for the multi-use pathway along Calkins Lateral.
 12. Upon completion of the landscape installation, a written Certificate of Completion shall be submitted to the Planning Division verifying all landscape improvements are in substantial compliance with the approved landscape plan as set forth in UDC 11-3B-14.
 13. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

B. PUBLIC WORKS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=303089&dbid=0&repo=MeridianCity&cr=1>

C. FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=300782&dbid=0&repo=MeridianCity>

D. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301758&dbid=0&repo=MeridianCity>

E. BOISE PROJECT BOARD OF CONTROL (BPBC)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301690&dbid=0&repo=MeridianCity>

F. MERIDIAN PATHWAYS – CONDITIONS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=303090&dbid=0&repo=MeridianCity>

G. BOISE KUNA IRRIGATION DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=300883&dbid=0&repo=MeridianCity&cr=1>

H. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301382&dbid=0&repo=MeridianCity>

I. VALLEY REGIONAL TRANSIT (VRT)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301026&dbid=0&repo=MeridianCity>

J. COMPASS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301760&dbid=0&repo=MeridianCity&cr=1>

K. NAMPA & MERIDIAN IRRIGATION DISTRICT (MNID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=302018&dbid=0&repo=MeridianCity>

L. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=303608&dbid=0&repo=MeridianCity&cr=1>

M. NEW YORK IRRIGATION DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=303544&dbid=0&repo=MeridianCity>

N. SCHOOL IMPACT TABLE

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=305128&dbid=0&repo=MeridianCity>

O. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=305825&dbid=0&repo=MeridianCity>

X. FINDINGS

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

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

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

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

Commission finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare should all conditions of approval be met.

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

Commission 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.

Commission finds the annexation and rezone is in the best interest of the City.

B. Preliminary Plat Findings:

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

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

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

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

Commission finds that public services will be provided to the subject property with development. (See Section VIII of the Staff Report for more details from public service providers.)

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

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

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

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

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

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

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

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