

## DEVELOPMENT AGREEMENT

**PARTIES:**

- 1. City of Meridian**
- 2. Falcon Properties LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Falcon Properties LLC**, whose address is PO Box 2255, Wenatchee, WA, 98801, hereinafter called OWNER/DEVELOPER.

**1. RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of annexation and 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 has submitted an application for annexation and zoning of 2.53 acres of land with the C-C (Community Business) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested annexation and zoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 7<sup>th</sup> day of March, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order

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

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

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
  - 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
  - 3.2 **OWNER/DEVELOPER:** means and refers to **Falcon Properties LLC**, whose address is PO Box 2255, Wenatchee, WA 98801, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
  - 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.
4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.
  - 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

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

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

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

- a. Future development of this site shall be generally consistent with the conceptual development plan included in Section VIII.B and the provisions contained herein.
- b. A cross-access/ingress-egress easement shall be recorded granting access to the property to the west (Parcel #S1117110550) across the subject property for interconnectivity and access via E. Franklin Rd. A copy of the recorded access easement shall be submitted to the Planning Division prior to issuance of the first Certificate of Occupancy on the site.
- c. The design of all future structures on the site shall comply with the design standards in the City's Architectural Standards Manual.
- d. The southern building shall not exceed 35 feet in height.
- e. The southeastern trash enclosure shall be located away from the County residences to a more central location on the site.
- f. The applicant shall construct a 6-foot-tall vinyl fence along the entire western boundary of the Royer property (Parcel #R3273160035).

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

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

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

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

and continuity.

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

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

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

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

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.
12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.
13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.
14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:
 

<p><b>CITY:</b>            City Clerk            City of Meridian            33 E. Broadway Ave.            Meridian, Idaho 83642</p>	<p>with copy to:            City Attorney            City of Meridian            33 E. Broadway Avenue            Meridian, Idaho 83642</p>
<p><b>OWNER/DEVELOPER:</b>  <b>Falcon Properties LLC</b>            PO Box 2255            Wenatchee, WA 98801</p>	<p>with copy to:            Land Management Services, Inc.            1021 E. Ste. Lucia Dr.            Meridian, ID 83642</p>
- 14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.
15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.
17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners

shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.
19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.
20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.
21. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.
  - 21.1 No condition governing the uses and/or conditions governing annexation and zoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.
22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:
Falcon Properties LLC

Thomas H Dye, President

By: CIMCO INVESTMENT CORPORATION,
ITS MANAGER

STATE OF Washington )
: ss
County of Chelan )

On this 19 day of March, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas H Dye, known or identified to me to be the manager of Falcon Properties LLC and the person who signed above and acknowledged to me that he 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.



Sharon J Tompkins
Notary Public
My Commission Expires: 01-08-2022

CITY OF MERIDIAN

ATTEST:

By: Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO )
: ss
County of Ada )

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

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

(SEAL)

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

# EXHIBIT A



## LEGAL DESCRIPTION

Page 1 OF 1

November 12, 2022  
Project No.: 121152

### EXHIBIT "A"

#### 2975 E. FRANKLIN ROAD ANNEXATION-REZONE DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 17 of said Township 3 North, Range 1 East, (from which point the North Quarter Corner of said Section 17 bears North 89°54'33" West, 2570.99 feet distant); Thence from said Northeast Corner, North 89°54'33" West, a distance of 677.51 feet on the north line of said Section 17 to the POINT OF BEGINNING;

Thence South 00°05'27" West, a distance of 40.00 feet to a point on the southerly right of way line of East Franklin Road;

Thence South 68° 41' 13" East, a distance of 85.95 feet to a point common with the westerly boundary line of that parcel shown on Record of Survey No. 3979 of Ada County Records;

Thence South 38° 51' 31" East, a distance of 70.59 feet on said westerly boundary line to the north most corner of Lot 6, Block 1 of Greenhill Estates No. 3, as same is shown on the Plat thereof recorded in Book 43 of Plats at Page 3487 of Ada County Records;

Thence on the northerly boundary line of said Greenhill Estates No. 3 for the following courses and distances:

Thence South 48° 08' 56" West, a distance of 75.70 feet;

Thence South 00° 06' 01" West, a distance of 246.20 feet;

Thence North 89° 53' 58" West, a distance of 260.00 feet;

Thence North 87° 41' 30" West, a distance of 0.79 feet to the southeast corner of that parcel described in Warranty Deed Instrument No. 799015 of Ada County Records;

Thence North 00° 03' 06" East, a distance of 382.73 feet on the east boundary line of said Warranty Deed parcel to a point on the southerly right of way line of East Franklin Road;

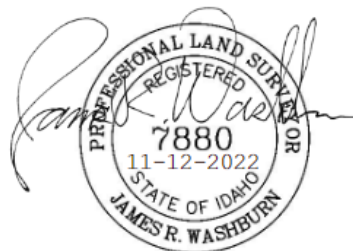
Thence North 00° 02' 02" East, a distance of 40.00 feet to a point on the north line of said Section 17;

Thence South 89° 54' 33" East, a distance of 192.95 feet on the north line of said Section 17 to the POINT OF BEGINNING.

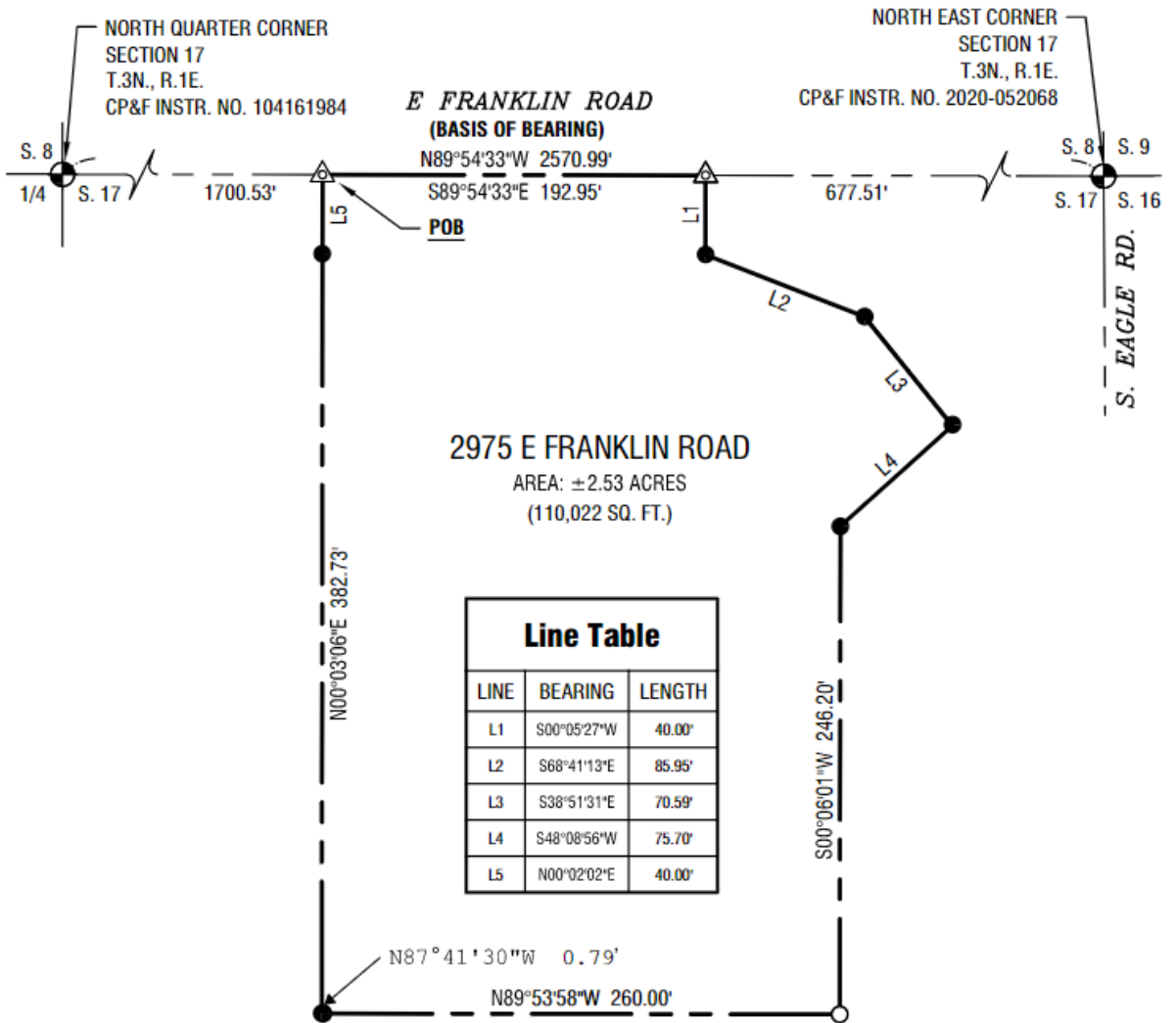
The above described parcel contains 2.53 acres more or less.

PREPARED BY:  
**The Land Group, Inc.**

James R. Washburn





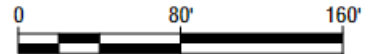


Line Table		
LINE	BEARING	LENGTH
L1	S00°05'27\"W	40.00'
L2	S68°41'13\"E	85.95'
L3	S38°51'31\"E	70.59'
L4	S48°08'56\"W	75.70'
L5	N00°02'02\"E	40.00'



**Exhibit "B"**

Horizontal Scale: 1" = 80'



Project No.: 121152  
Date of Issuance: 11/11/2022



**2975 E Franklin Road  
Annexation Description  
City of Meridian**

File Location: G:\2021\121152\Drawings\addblock.dwg 2/11/21 1:58:00 PM  
 User: James R. Washburn  
 Date Plotted: Friday, November 11, 2022 at 2:00:00 AM

# EXHIBIT B

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



**In the Matter of the Request for Annexation of 2.53 Acres of Land with a C-C (Community Business) Zoning District for Franklin Annexation, by The Land Group.**

**Case No(s). H-2022-0090**

**For the City Council Hearing Date of: February 21, 2023 (Findings on March 7, 2023)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of February 21, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of February 21, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of February 21, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of February 21, 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 February 21, 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 and zoning is hereby approved with the requirement of a Development Agreement per the provisions in the Staff Report for the hearing date of February 21, 2023, attached as Exhibit A.

D. Notice of Applicable Time Limits

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 February 21, 2023

By action of the City Council at its regular meeting held on the 7th day of March, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

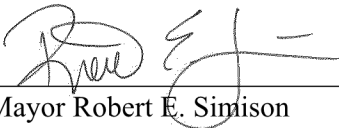
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

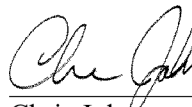
COUNCIL MEMBER JOHN OVERTON VOTED \_\_\_\_\_


COUNCIL MEMBER LIZ STRADER VOTED AYE

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

  
\_\_\_\_\_  
Mayor Robert E. Simison 3-7-2023

Attest:

  
\_\_\_\_\_  
Chris Johnson 3-7-2023  
City Clerk



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

By:   
\_\_\_\_\_  
City Clerk's Office Dated: 3-7-2023

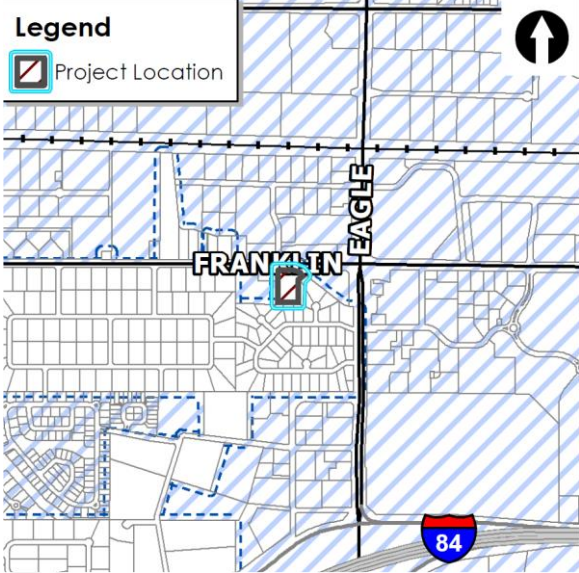
HEARING DATE: February 21, 2023

TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner  
208-884-5533

SUBJECT: Franklin Annexation  
H-2022-0090

LOCATION: 2975 E. Franklin Rd., in the NE 1/4 of Section 17, T.3N., R.1E. (Parcel #S1117110201)



**I. PROJECT DESCRIPTION**

Annexation of 2.53-acres of land with a C-C (Community Business) zoning district.

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details
Acreage	2.35-acres (2.53-acres annexation boundary)
Future Land Use Designation	Commercial
Existing Land Use	Single-family residential
Proposed Land Use(s)	Commercial (no specific uses are proposed)
Current Zoning	R2 in Ada County
Proposed Zoning	C-C (Community Business)
Lots (# and type; bldg/common)	NA
Phasing plan (# of phases)	2
Number of Residential Units (type of units)	0
Physical Features (waterways, hazards, flood plain, hillside)	The Snyder Lateral crosses the northeast corner of the site.
History	CPA-09-005 (Macha Retail Plaza)

B. Community Metrics

Description	Details
Ada County Highway District	
<ul style="list-style-type: none"> <li>• Staff report (yes/no)</li> </ul>	Yes

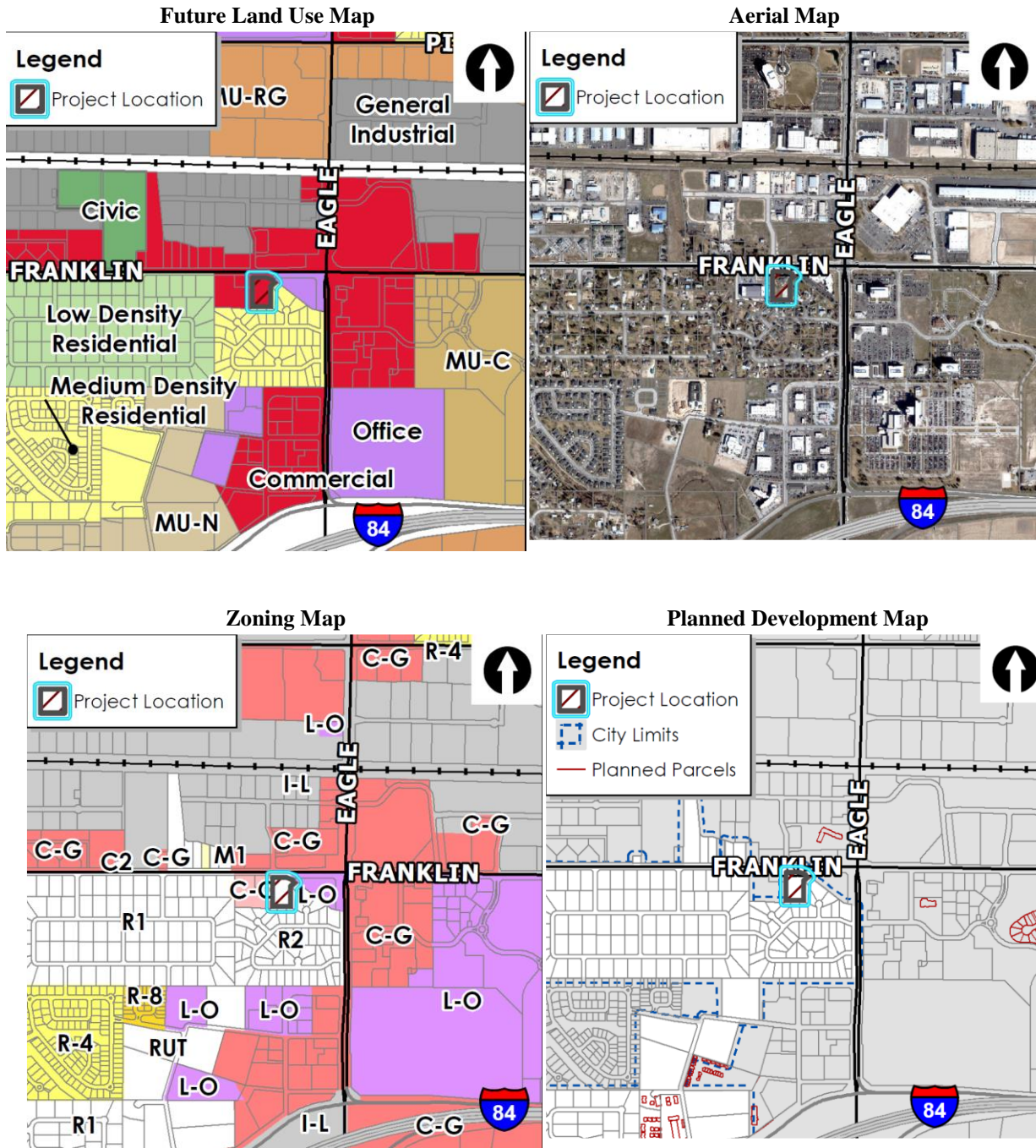
<ul style="list-style-type: none"> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	No
<ul style="list-style-type: none"> <li>Existing Conditions</li> </ul>	
<ul style="list-style-type: none"> <li>CIP/IFYWP</li> </ul>	

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access is proposed via E. Franklin Rd., an entryway corridor and arterial street, at the western boundary of the site.
Proposed Road Improvements	None
Fire Service	<i>No comments received.</i>
Police Service	<i>No comments received.</i>

West Ada School District	<i>No comments received.</i>
Distance (elem, ms, hs)	
Capacity of Schools	
# of Students Enrolled	

Wastewater	
<ul style="list-style-type: none"> <li>Distance to Sewer Services</li> </ul>	Connect sewer to existing main in Franklin Rd
<ul style="list-style-type: none"> <li>Sewer Shed</li> </ul>	
<ul style="list-style-type: none"> <li>Estimated Project Sewer ERU's</li> </ul>	Additional 125 gpd committed to model.
<ul style="list-style-type: none"> <li>WRRF Declining Balance</li> </ul>	WRRF decline balance is 14.57 MGD.
<ul style="list-style-type: none"> <li>Project Consistent with WW Master Plan/Facility Plan</li> </ul>	Yes
<ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>	See Public Works' Site-Specific Conditions in Section IX
Water	
<ul style="list-style-type: none"> <li>Distance to Services</li> </ul>	Connect water to existing main in Franklin Rd
<ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>	See Public Works' Site-Specific Conditions in Section IX

C. Project Maps



III. APPLICANT INFORMATION

A. Applicant:

Tamara Thompson, The Land Group, Inc. – 462 E. Shore Dr., Ste. 100, Eagle, ID 83616

B. Owner:

Rudy Lindbloom, Falcon Properties – PO Box 2255, Wenatchee, WA 98801

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	01/04/2023	2/3/2023
Radius notification mailed to property owners within 500 feet	12/30/2022	1/30/2023
Public hearing notice sign posted on site	1/7/2023	2/11/2023
Nextdoor posting	12/30/2022	1/30/2023

V. COMPREHENSIVE PLAN ANALYSIS

**LAND USE:** This property is designated as Commercial on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#).

The Commercial designation provides a full range of commercial uses to serve area residents and visitors. Desired uses may include retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses. Multi-family residential may be allowed in some cases, but should be careful to promote a high quality of life through thoughtful site design, connectivity, and amenities. Sample zoning include: C-N, C-C, and C-G.

The subject property is proposed to develop with two (2) commercial structures, which should be consistent with the Commercial FLUM designation. Future uses will be allowed as listed in UDC Table 11-2B-2, Allowed Uses in the Commercial Districts.

**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*):

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

*City water and sewer service is available and can be extended by the developer with development in accord with UDC 11-3A-21.*

- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

*A 25-foot wide buffer is required for screening adjacent to the existing residential uses to the east and south, landscaped in accord with the standards listed in UDC 11-3B-9C, with development of the site.*

- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B)



*There are two (2) existing access driveways via E. Franklin Rd., an arterial street, for this site. One driveway is proposed to replace the two (2) existing driveways and a cross-access easement and driveway is proposed to the adjacent commercial property to the west for interconnectivity.*

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

*Curb, gutter and an attached sidewalk exists along the frontage of the site adjacent to E. Franklin Rd. Water and sewer utilities will be extended to this site with development.*

- “Minimize noise, lighting, and odor disturbances from commercial developments to residential dwellings by enforcing City Code.” (5.01.01F)

*Lighting on the site should comply with the standards listed in UDC 11-3A-11 so as not to disturb adjacent residential uses.*

- “Require appropriate landscaping, buffers, and noise mitigation with new development along transportation corridors (setback, vegetation, low walls, berms, etc.).” (3.07.01C)

*A 35-foot wide street buffer will be required with development along E. Franklin Rd., an entryway corridor and arterial street, landscaped per the standards listed in UDC 11-3B-7C.*

- “Eliminate existing private treatment and septic systems on properties annexed into the City and instead connect users to the City wastewater system; discourage the prolonged use of private treatment septic systems for enclave properties.”

*If annexed, use of the existing septic system shall cease and future structures will be required to connect to City sewer service.*

## **VI. STAFF ANALYSIS**

### **A. ANNEXATION (AZ)**

The Applicant proposes to annex 2.53-acres of land with a C-C (Community Business) zoning district.

A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary and contiguous to City annexed property and thus is eligible for annexation.

There is an existing house and associated structures on this site that are proposed to be removed with development. There are two (2) existing driveways via Franklin Rd.

A conceptual development plan was submitted as shown in Section VIII.B that demonstrates how the property is anticipated to develop with a 3,360+/- square foot (s.f.) building pad that includes a drive-through and a 12,600+/- s.f. building pad with associated parking. Specific uses and tenants are unknown at this time although a restaurant (or coffee shop) is anticipated on the building pad nearest Franklin Rd. and possibly an office on the rear portion of the property. Future uses will be allowed as listed in UDC [Table 11-2B-2](#), Allowed Uses in the Commercial Districts, for the C-C zoning district. Professional services (i.e. office) and restaurants (i.e. coffee shop) are listed as principal permitted uses in the C-C zoning district. A drive-through establishment is required to comply with the specific use standards listed in UDC [11-4-3-11](#), which require approval of a conditional use permit because the use is within 300-feet of a residential use and district. Future development is subject to the dimensional standards listed in UDC [Table 11-2B-3](#) for the C-C zoning district.

Franklin Road is fully improved with 5-travel lanes, vertical curb, gutter and sidewalk adjacent to this site; therefore, no additional right-of-way dedication or road improvements are required with development of this property per the ACHD report in Section IX.E.

An access driveway is proposed along the west boundary of the site via E. Franklin Rd., an arterial street and entryway corridor, in alignment with N. Olson Ave. on the north side of Franklin Rd.; the existing access driveways are proposed to be closed. A cross-access easement (Inst. #[2017-103145](#)) exists to this property from the property to the west (Parcel #S1117110550); a reciprocal cross-access easement should be granted to the property to the west (Parcel #S1117110550) for interconnectivity and access via Franklin Road to reduce access points on the arterial street. **A copy of the recorded cross-access/ingress-egress easement should be submitted to the Planning Division prior to issuance of the first Certificate of Occupancy on the site.** Staff does not recommend a shared access driveway is provided to the property to the east because of the right-turn lane on Franklin Rd. that exists in front of the property to the east.

Restaurants are subject to the specific use standards listed in UDC [11-4-3-49](#), which requires a minimum of one (1) parking space to be provided for every 250 s.f. of gross floor area. Professional services and other non-residential uses require a minimum of one (1) off-street parking space to be provided for every 500 s.f. of gross floor area. Based on the total area of the building footprints depicted on the conceptual development plan (i.e. 15,960+/- square feet), a minimum of 64 off-street parking spaces are required to be provided on the site at the most restrictive parking standard (i.e. one space per 250 square feet); a total of 126 spaces are proposed. The concept plan states a total of 59 parking spaces are planned to be dedicated to the existing office use to the east through a cross-parking agreement, which leaves a total of 67 spaces for this site for future uses, exceeding UDC standards.

With development of the site, a 35-foot wide street buffer will be required along E. Franklin Rd., an arterial street and entryway corridor, landscaped per the standards listed in UDC [11-3B-7C](#); parking lot landscaping will be required per the standards listed in UDC [11-3B-8C](#); a 25-foot wide buffer to adjoining residential uses will be required, landscaped per the standards listed in UDC [11-3B-9C](#); and sidewalk is required to be installed along Franklin Rd. in the areas where the existing driveways are located in accord with UDC [11-3A-17](#).

Conceptual building elevation photo examples were submitted, included in Section VIII.C, that demonstrate what future buildings constructed on the site may look like. Final design is required to comply with the design standards in the City's [Architectural Standards Manual](#).

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **If this property is annexed, Staff recommends a DA is required with the provisions discussed herein and included in Section IX.A.**

## VII. DECISION

### A. Staff:

Staff recommends approval of the proposed annexation with the requirement of a Development Agreement per the provisions in Section IX in accord with the Findings in Section X.

### B. The Meridian Planning & Zoning Commission heard this item on January 19, 2023. At the public hearing, the Commission moved to recommend approval of the subject AZ request.

#### 1. Summary of Commission public hearing:

- a. In favor: Tamara Thompson, The Land Group (Applicant's Representative)
- b. In opposition: None
- c. Commenting: Kent Brown, Amanda Taylor, and Brenda & Eric Royer
- d. Written testimony: Tamara Thompson, The Land Group (in agreement with staff report)
- e. Staff presenting application: Bill Parsons
- f. Other Staff commenting on the application: None

#### 2. Key issue(s) of public testimony:

- a. Noise associated with trash pick-up and the relocation of the trash enclosure from the southeast corner of the site.
- b. Fencing and landscaping adjacent to the existing County residences.
3. Key issue(s) of discussion by Commission:
  - a. Continue to work with the County residents on landscaping, fencing, and relocation of the trash enclosure to a more appropriate location.
4. Commission change(s) to Staff recommendation:
  - a. Commission added a DA provision restricting the height of the southern building to 35 feet.
  - b. Commission added a DA provision requiring the southeastern trash enclosure to be moved away from the County residences to a more central location on the site.
5. Outstanding issue(s) for City Council: None

C. The Meridian City Council heard this item on 2/21/2023. At the public hearing, the Council moved to approve the subject AZ request.

1. Summary of the City Council public hearing:
  - a. In favor: Tamara Thompson, The Land Group (Applicant's Representative)
  - b. In opposition: None
  - c. Commenting: Eric Royer
  - d. Written testimony: None
  - e. Staff presenting application: Bill Parsons
  - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
  - a. Fencing and landscaping on the eastern boundary; specifically the Royer property
3. Key issue(s) of discussion by City Council:
  - a. Solid fencing along the eastern boundary;
  - b. Removal of the landscaping and parking in the area where cross access with the Jump Time property is to occur.
4. City Council change(s) to Commission recommendation:
  - a. Council added a new development agreement provision requiring a 6-foot tall vinyl fence to be constructed along the western boundary of the Royer property (R3273160035).

## VIII. EXHIBITS

### A. Annexation Legal Description and Exhibit Map



## LEGAL DESCRIPTION

Page 1 OF 1

November 12, 2022  
Project No.: 121152

### EXHIBIT "A"

#### 2975 E. FRANKLIN ROAD ANNEXATION-REZONE DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 17 of said Township 3 North, Range 1 East, (from which point the North Quarter Corner of said Section 17 bears North 89°54'33" West, 2570.99 feet distant); Thence from said Northeast Corner, North 89°54'33" West, a distance of 677.51 feet on the north line of said Section 17 to the POINT OF BEGINNING;

Thence South 00°05'27" West, a distance of 40.00 feet to a point on the southerly right of way line of East Franklin Road;

Thence South 68° 41' 13" East, a distance of 85.95 feet to a point common with the westerly boundary line of that parcel shown on Record of Survey No. 3979 of Ada County Records;

Thence South 38° 51' 31" East, a distance of 70.59 feet on said westerly boundary line to the north most corner of Lot 6, Block 1 of Greenhill Estates No. 3, as same is shown on the Plat thereof recorded in Book 43 of Plats at Page 3487 of Ada County Records;

Thence on the northerly boundary line of said Greenhill Estates No. 3 for the following courses and distances:

Thence South 48° 08' 56" West, a distance of 75.70 feet;

Thence South 00° 06' 01" West, a distance of 246.20 feet;

Thence North 89° 53' 58" West, a distance of 260.00 feet;

Thence North 87° 41' 30" West, a distance of 0.79 feet to the southeast corner of that parcel described in Warranty Deed Instrument No. 799015 of Ada County Records;

Thence North 00° 03' 06" East, a distance of 382.73 feet on the east boundary line of said Warranty Deed parcel to a point on the southerly right of way line of East Franklin Road;

Thence North 00° 02' 02" East, a distance of 40.00 feet to a point on the north line of said Section 17;

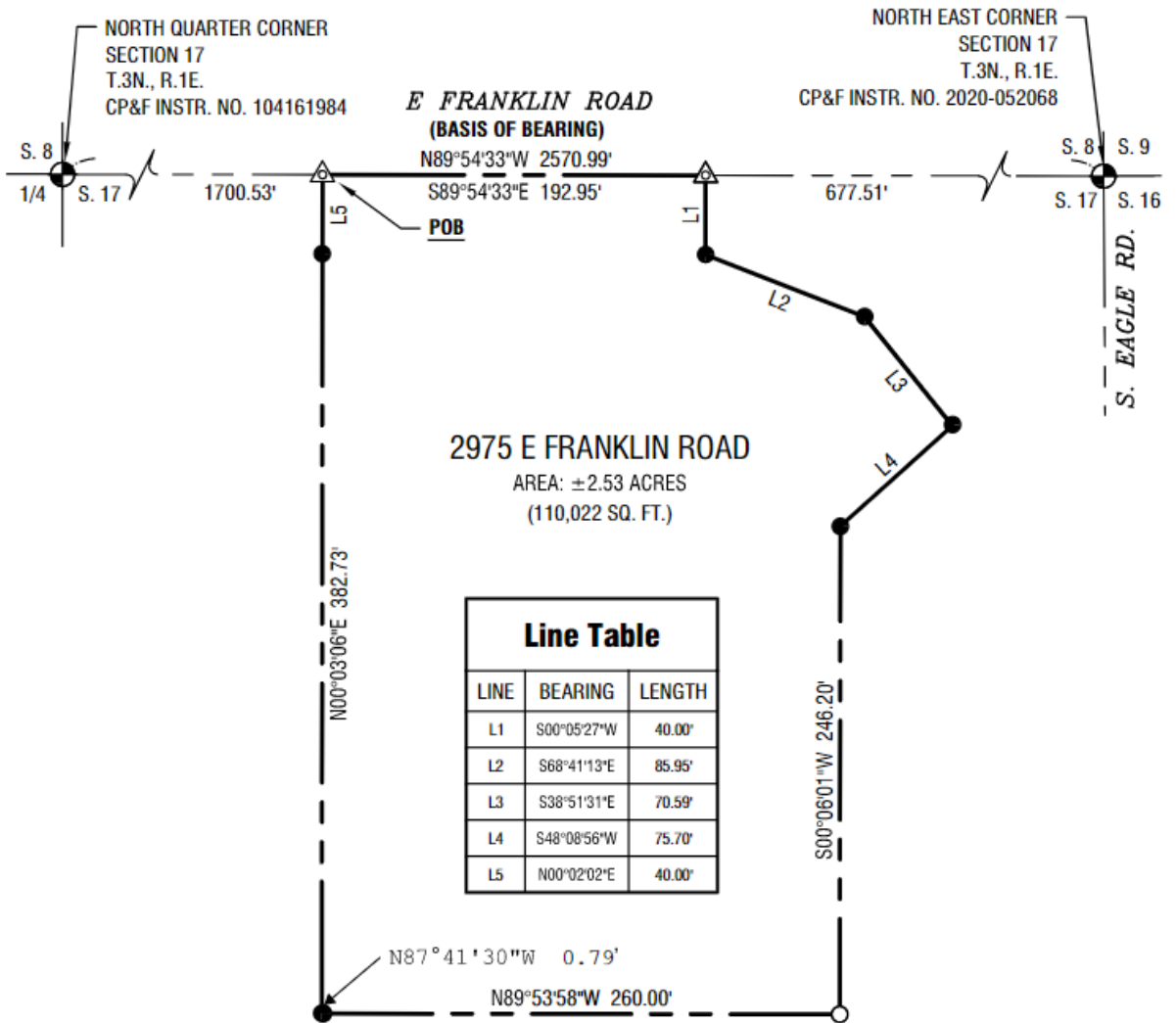
Thence South 89° 54' 33" East, a distance of 192.95 feet on the north line of said Section 17 to the POINT OF BEGINNING.

The above described parcel contains 2.53 acres more or less.

PREPARED BY:  
**The Land Group, Inc.**

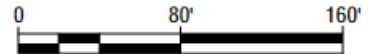
James R. Washburn





**Exhibit "B"**

Horizontal Scale: 1" = 80'



Project No.: 121152  
Date of Issuance: 11/11/2022

File Location: G:\2021\121152\Drawings\addblock.dwg 221111\_11mod.dwg 2975 Franklin Road 121152.dwg  
 User: James R. Washburn  
 Date Plotted: Friday, November 11, 2022 at 9:50 AM

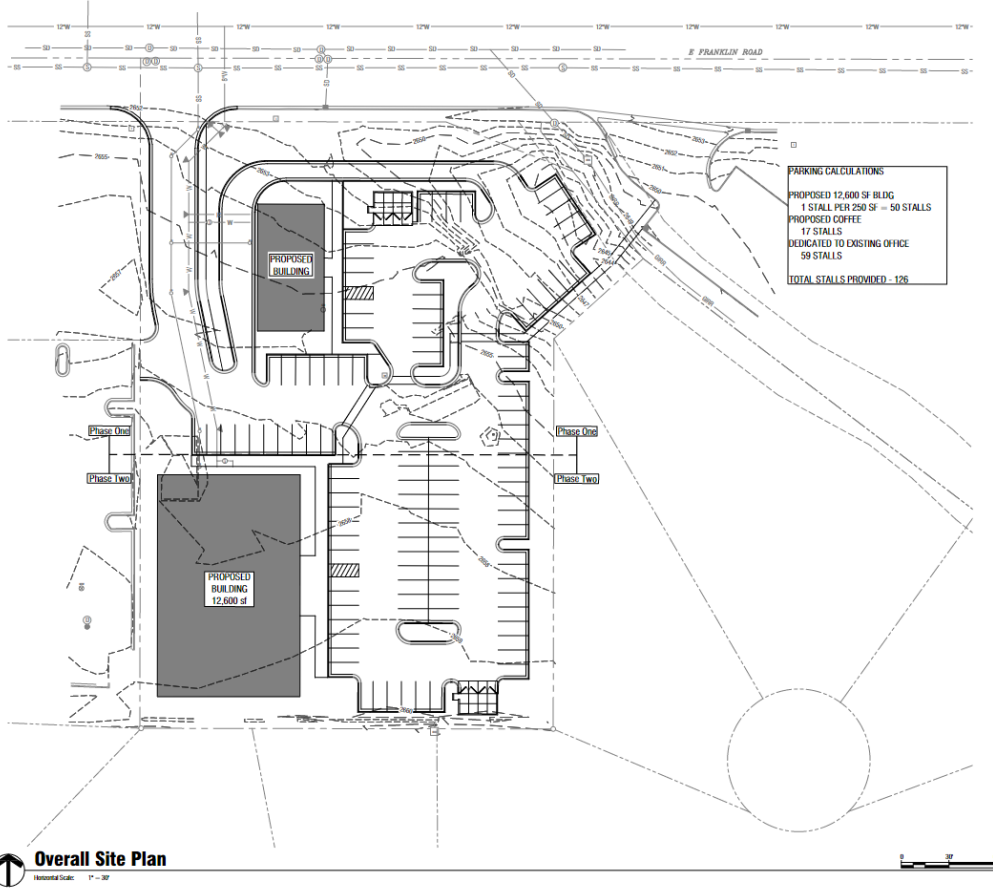


**2975 E Franklin Road**  
**Annexation Description**  
**City of Meridian**

## B. Conceptual Development Plan

**Sheet Notes:**

1. xxx



**Keynotes:**

1. xxx

**2975 E. Franklin Road**  
**Annexation Application**

2975 E. Franklin Rd.  
 Meriden, CT



**CONSTRUCTION**

Project No: 17107  
 Date of Release: 11/08/2017  
 Project Manager: Andrew Lightner

**Overall Site Plan**

**C2.00**

**Overall Site Plan**  
 Horizontal Scale: 1" = 30'



C. Building Elevation Photo Examples







## IX. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

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

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

- a. Future development of this site shall be generally consistent with the conceptual development plan included in Section VIII.B and the provisions contained herein.
- b. A cross-access/ingress-egress easement shall be recorded granting access to the property to the west (Parcel #S1117110550) across the subject property for interconnectivity and access via E. Franklin Rd. **A copy of the recorded access easement shall be submitted to the Planning Division prior to issuance of the first Certificate of Occupancy on the site.**
- c. The design of all future structures on the site shall comply with the design standards in the City's [\*Architectural Standards Manual\*](#).
- d. The southern building shall not exceed 35 feet in height.
- e. The southeastern trash enclosure shall be located away from the County residences to a more central location on the site.
- f. The applicant shall construct a 6-foot tall vinyl fence along the entire western boundary of the Royer property (Parcel #R3273160035).

### B. PUBLIC WORKS

#### 1. Site Specific Conditions of Approval

- 1.1 Ensure no sewer services cross infiltration trenches.
- 1.2 Two buildings cannot run off the same sewer service line.
- 1.3 Cleanout must be replaced with manhole when transitioning from sewer main to service line.
- 1.4 Ensure manhole is not in curb or gutter.
- 1.5 Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement.
- 1.6 Provide 10' separation between fire hydrant and sewer main.
- 1.7 Fire hydrant is required at end of the water main dead end. If it works with fire requirements you can move the proposed hydrant at the front of the site. If not add an additional hydrant.
- 1.8 Existing well to be used for irrigation must not have any cross connection with potable water.
- 1.9 Water main, fire hydrant, and water service require a 20 easement. Extend easement 10 beyond the end of the main, fire hydrant, and water meter.
- 1.10 A streetlight will be required along Franklin Rd.

## **2. General Conditions of Approval**

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. **DO NOT RECORD.**
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
- 2.5 Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
- 2.7 Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures.
- 2.10 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.11 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.12 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.

- 2.13 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.14 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.15 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.16 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.17 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.18 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at [http://www.meridiancity.org/public\\_works.aspx?id=272](http://www.meridiancity.org/public_works.aspx?id=272).
- 2.19 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
- 2.20 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

**C. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=285103&dbid=0&repo=MeridianCity>

**D. DEPARTMENT OF ENVIRONMENTAL QUALITY**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=285758&dbid=0&repo=MeridianCity>

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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=285924&dbid=0&repo=MeridianCity>

**F. ADA COUNTY DEVELOPMENT SERVICES (ACDS)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=285789&dbid=0&repo=MeridianCity>

## G. NAMPA-MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=286290&dbid=0&repo=MeridianCity>

## X. FINDINGS

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

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

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

*The City Council finds the Applicant's request to annex the subject property with a C-C zoning district and develop the site with commercial uses is consistent with the Commercial FLUM designation for this property.*

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

*The City Council finds the proposed map amendment to C-C and development generally complies with the purpose statement of the commercial districts in that it will provide for the retail and service needs of the community in accordance with the Comprehensive Plan.*

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

*The City Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed commercial uses should be compatible with adjacent single-family residential and commercial/office uses in the area.*

**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**

*The City Council finds City services are available to be provided to this development. Because commercial uses are proposed, there shouldn't be any adverse impact on the school district.*

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

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