

DEVELOPMENT AGREEMENT

PARTIES:

1. City of Meridian
2. David C. Roe, as personal representative of the estate of Sandra Jean Roe, deceased, in Ada County, Idaho, Probate Case No. CV14-22-09665

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 3rd day of April, 2025, 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 **David C. Roe, as personal representative of the estate of Sandra Jean Roe, deceased, in Ada County, Idaho, Probate Case No. CV14-22-09665**, whose address is 1811 CLEVELAND BLVD, CAYUGA, IDAHO 83605 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 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 1.120 acres of land with a request for the C-G (General Retail and Service Commercial) zoning district on the property as shown in Exhibit "A" under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 18th day of February, 2025, 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 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 **David C. Roe, as personal representative of the estate of Sandra Jean Roe, deceased, in Ada County, Idaho, Probate Case No. CV14-22-09665**, whose address is 1811 CLEVELAND BLVD. CALDWELL ID 83405 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 concept plan and conceptual building elevations included in Section IV of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B" and the provisions contained herein.

b. Direct access to E. Overland Road is prohibited.

c. Provide a 15-foot landscape buffer to the north and east along the north side of the property along with a six (6) foot privacy fence to block headlines from the residential property unless waived by Council.

d. The Owner/Developer shall be required to grant cross-access/ingress-egress to adjoining property to the east by a recorded easement. A copy of the easement shall be submitted with the certificate of zoning compliance application.

e. A Certificate of Zoning Compliance (CZC) and Design Review application shall be submitted and approved for the proposed commercial building prior to submittal of a building permit application. The design of the site and structures shall comply with the standards listed in UDC 11-3A-49; the design standards listed in the Architectural Standards Manual.

f. Future development of the site shall comply with the ordinances in effect at the time of development.

g. Development of the subject property shall comply with the C-G standards listed in UDC 11-2B-3. The only uses allowed on the subject property are as follows:

- Restaurant – excluding drive-through
- Flex Space
- Retail Sales
- Professional and Personal Service; and
- Office

h. Business hours of operation within the C-G District shall be limited from 6:00 a.m. to 11:00 p.m. when the property abuts a residential use or district.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

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

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

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

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the 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/DEVELOPER:
David C. Roe, Personal Representative
Street: 1811 CLEVELAND BLVD.
City/State/ZIP: CALDWELL, ID. 83605

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

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as

may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

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

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

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

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

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

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

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

22.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the

City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon 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:

David C. Roe, as personal representative of the estate of Sandra Jean Roe, deceased, in Ada County, Idaho, Probate Case No. CV14-22-09665

David C. Roe P.R. for SANDRA JEAN ROE
David C. Roe, Personal Representative

State of Idaho)

: ss:

County of Canyon)

This record was signed or acknowledged before me on this 3rd day of April, 2025, by David C. Roe, as personal representative of the estate of Sandra Jean Roe, deceased, in Ada County, Idaho, Probate Case No. CV14-22-09665.



[Signature]
Notary Public
My Commission Expires: Apr 03, 2029

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)

: ss

County of Ada)

On this _____ day of _____, 2025, 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: _____

Personal Agreement

I Vuong Nguyen am sole and separate from Dave Roe owner of 3970 East Overland Rd Meridian. Hereby will be held liable and responsible for following guidelines of development agreement as established by the city of Meridian as the Developer. I relieve Dave Roe from all liabilities held within the guidelines of the development agreement. The development agreement is intended to run with the land. And not be binding to Dave Roe current owner after a successful sale and closing to myself Vuong Nguyen.

Vuong Nguyen

Print. *Vuong Nguyen* Date *4-3-25*

Sign. *[Signature]* Date *4-3-25*

Notary Public

My Commission Expires:

Acknowledgment by Individual

State of Idaho County of Ada

On this 3rd day of April, 20 25. Before me, Treva Thompson
Name of Notary Public

the undersigned Notary Public, personally appeared

Vuong Nguyen

Name of Signer(s)

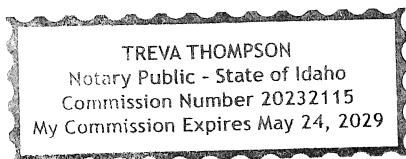
☐ Proved to me on the oath of _____

☐ Personally known to me

☒ Proved to me on the basis of satisfactory evidence Idaho Driver License
(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



Notary Seal

Treva Thompson
(Signature of Notary Public)

My commission expires 5-24-29

Optional: A thumbprint is only needed if state statutes require a thumbprint.

For Bank Purposes Only

Description of Attached Document

Type or Title of Document

Personal Agreement

Document Date

Number of Pages

4-3-25 1

Signer(s) Other Than Named Above

Account Number (if applicable)

Right Thumbprint
of Signer

Top of thumb here



F001-00000DSG5350-01

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A

ANNEXATION LEGAL DESCRIPTION

A parcel of land that includes Ada County Highway District right-of-way, to be annexed into the City of Meridian, said parcel being located in a portion of the Southeast Quarter of the Southwest Quarter of Section 16, Township 3 North, Range 1 East, Boise Meridian, said area of land being more particularly described as follows:

Commencing at a found brass cap monument at the South Quarter corner of said Section 16, the True Point of Beginning;

Thence along the South line of said Section 16, North $89^{\circ}15'33''$ West a distance of 233.71 feet to a point of intersection of the centerline of S. Topaz Avenue and said South line;

Thence along said centerline, North $00^{\circ}05'20''$ West a distance of 208.90 feet;

Thence South $89^{\circ}12'37''$ East a distance of 25.00 feet to the Southwest corner of Lot 17, Block 1, Plat of Jewel Subdivision, Book 34, 2056, records of Ada County;

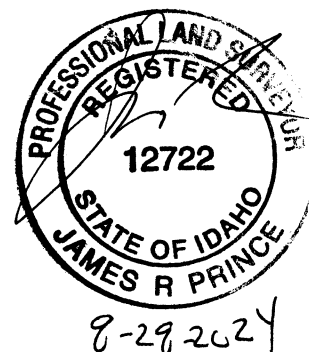
Thence along said Lot line, South $89^{\circ}12'37''$ East a distance of 208.71 feet to a point on the East line of Rolling Hill Subdivision, Book 18, 1202, records of Ada County;

Thence along said East line South $00^{\circ}05'30''$ East a distance of 160.70 feet to a point on the North right-of-way line of East Overland Road;

Thence South $00^{\circ}05'30''$ East a distance of 48.00 feet to the True Point of Beginning.

Said parcel containing 1.120 acres (48,793 Sq. Ft., more or less.)

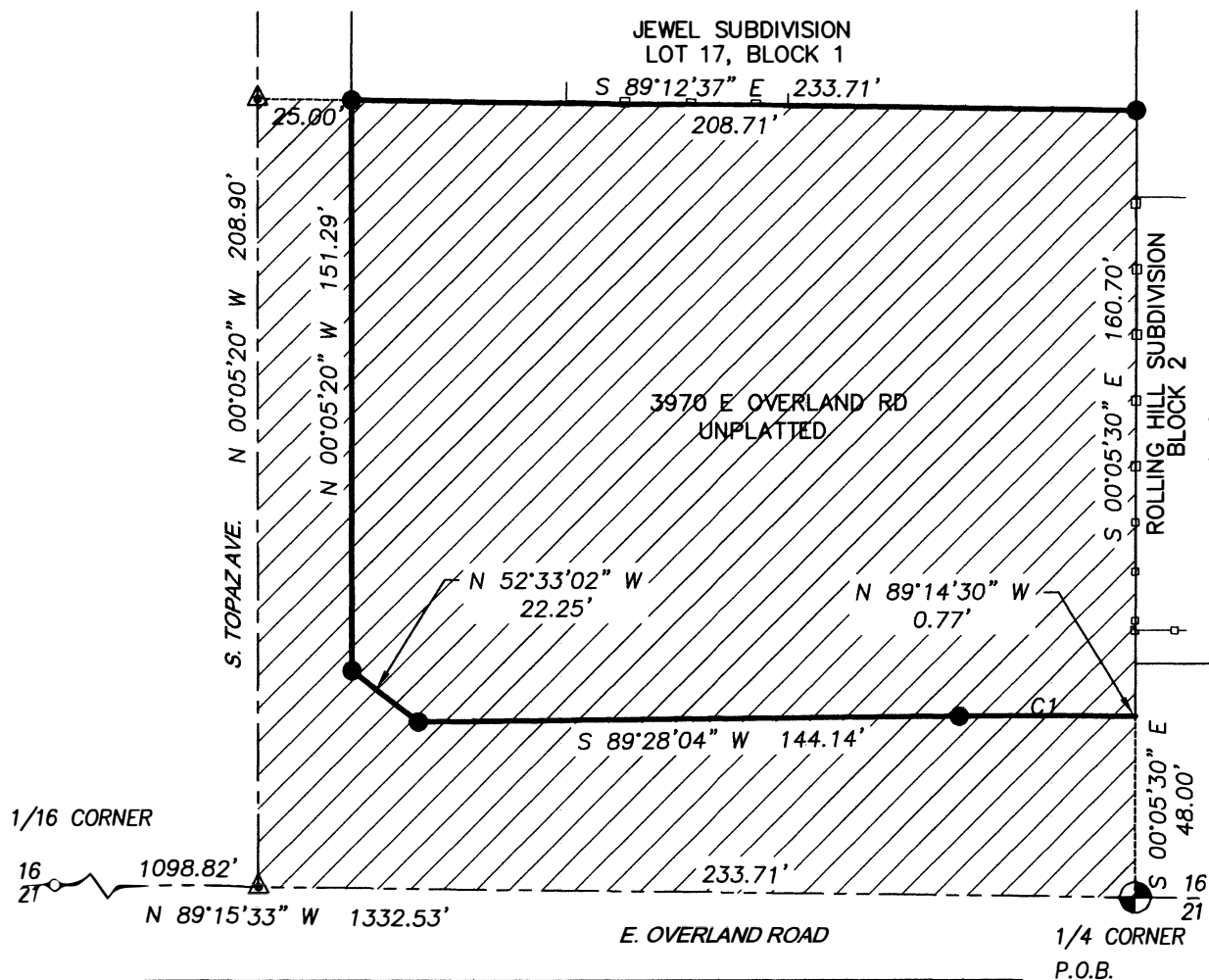
End Description
Project No. 24-138
Prepared August 28, 2024



EXHIBIT

ANNEXATION MAP

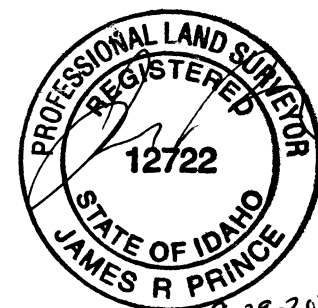
A PARCEL OF LAND INCLUDING ACHD RIGHT-OF-WAY, SAID PARCEL BEING LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16 TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO



SCALE: 1"=50'
8 1/2 X 11 SHEET ONLY

LEGEND

- PARCEL LINE
- CENTER LINE
- SECTION LINE
- AGREEMENT AREA
- RIGHT-OF-WAY LINE
- DIMENSION LINE
- FOUND BRASS CAP
- 5/8" REBAR, TO BE SET
- FOUND 5/8" REBAR
- CALCULATED POINT
- P.O.B.
- POINT OF BEGINNING OF DESCRIPTION



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2048.00'	46.14'	46.14'	N 89°53'13" W	1°17'27"

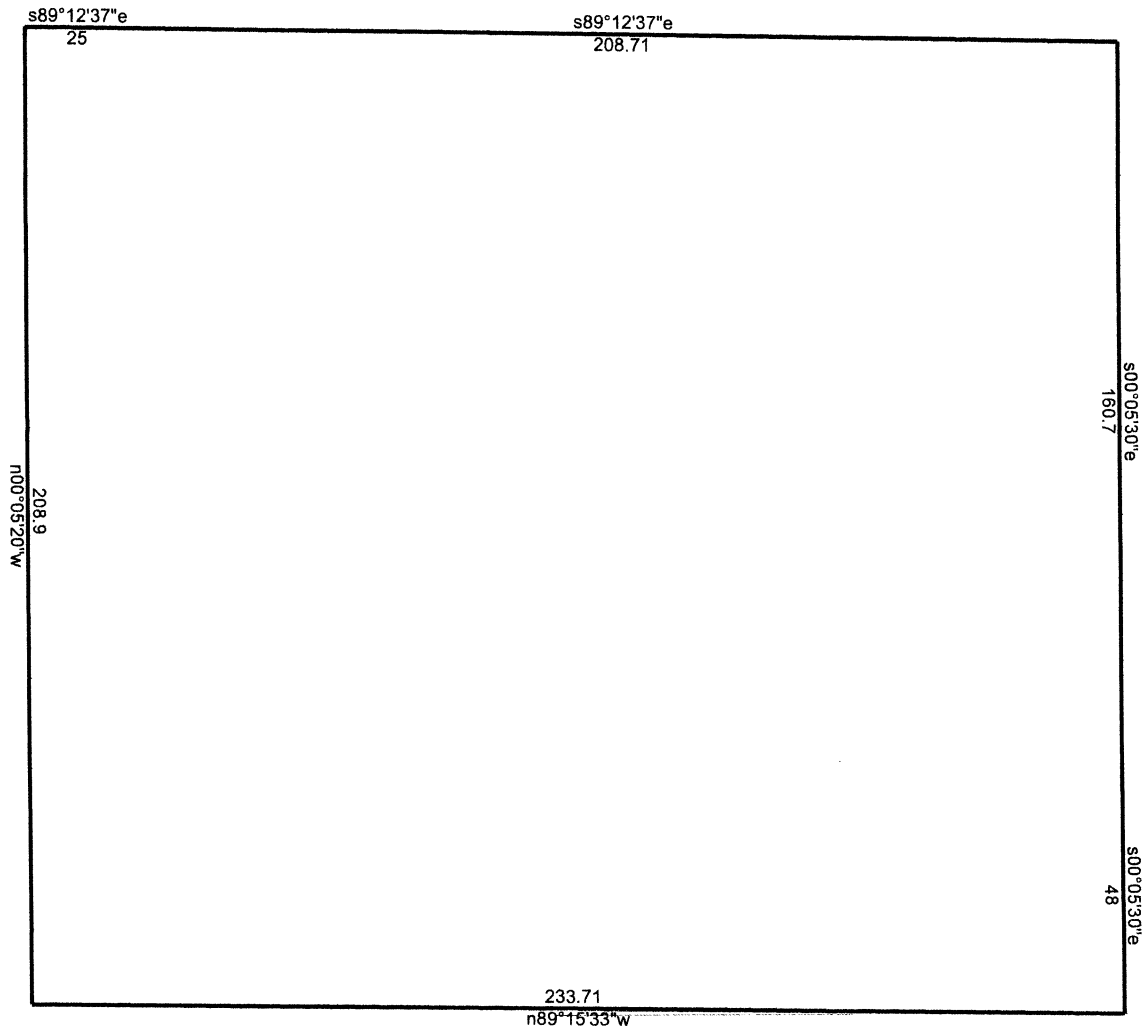


= ANNEXATION AREA

PORTSIDE LAND SURVEYING

3626 W. HILL ROAD, BOISE, ID 83703

PHONE: (208) 484-6666



Annexation parcel closure	8/28/2024
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Scale: 1 inch= 40 feet	File:
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Tract 1: 1.1201 Acres (48793 Sq. Feet), Closure: s85.0440w 0.01 ft. (1/123404), Perimeter=885 ft.

01 n89.1533w 233.71
02 n00.0520w 208.9
03 s89.1237e 25
04 s89.1237e 208.71
05 s00.0530e 160.7
06 s00.0530e 48

EXHIBIT B

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



In the Matter of the Request for Annexation, by Dominic Pera, JGT Architecture

Case No(s). H-2024-0053

For the City Council Hearing Date of: January 14, 2025, *continued to January 28, 2025* (Findings on February 11, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of January 14, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of January 14, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of January 14, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of January 14, 2025, 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 January 14, 2025, 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 is hereby approved per the conditions of approval in the Staff Report for the hearing date of January 14, 2025, 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 January 14, 2025

By action of the City Council at its regular meeting held on the 18th day of February, 2025.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS

VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____




Mayor Robert E. Simison 2-18-2025

Attest:



Chris Johnson 2-18-2025
City Clerk

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

By:  _____ Dated: 2-18-2025
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 1/28/2025

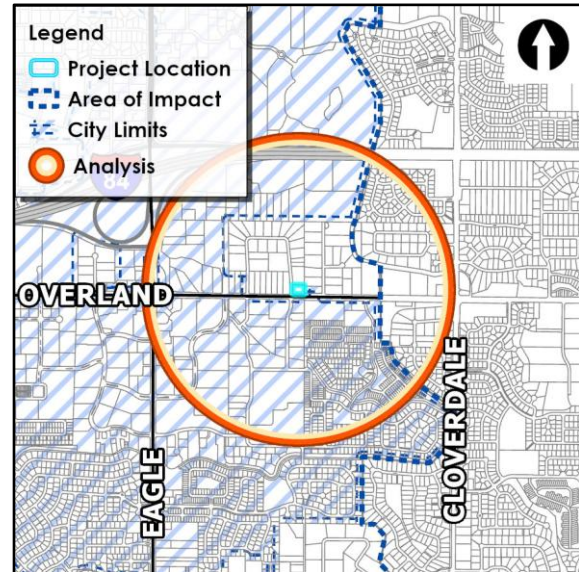
TO: Mayor & City Council

FROM: Linda Ritter, Associate Planner
208-884-5533
lritter@merifiandcity.org

APPLICANT: Dominic Pera, JGT Architecture

SUBJECT: H-2024-0053
3970 E. Overland Road - AZ

LOCATION: 3970 E. Overland Road, located in a portion of the SE ¼ of the SW ¼ of Section 16, Township 3N, Range 1E, parcel: S1116347191



I. PROJECT OVERVIEW

A. Summary

Annexation and zoning of 1.120-acres of land from the R-1 zone in Ada County to the General Retail and Service Commercial District (C-G) zoning district to construct a 4,800 square foot multi-tenant building with a portion being used for a restaurant.

B. Issues/Waivers

- Applicant is requesting a reduction of the 25-foot landscape buffer adjacent to the residential properties to the north and east. Property is in probate therefore staff cannot verify the letter received authorizing the landscape buffer reduction. The applicant is seeking a Council waiver to reduce the required landscape buffer as allowed under the UDC.

C. Recommendation

Staff: Staff recommends approval of the requested annexation per the conditions of approval included in Section IV in accord accordance with Findings in Section V.

Commission: Approval

D. Decision

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Residential	-
Proposed Land Use(s)	Commercial	-
Existing Zoning	R-1 Ada County	VII.A.2
Proposed Zoning	General Retail and Service Commercial District (C-G)	
Adopted FLUM Designation	Mixed-Use Regional (MU-RG)	VII.A.3
Proposed FLUM Designation	Mixed-Use Regional (MU-RG)	

Table 2: Process Facts

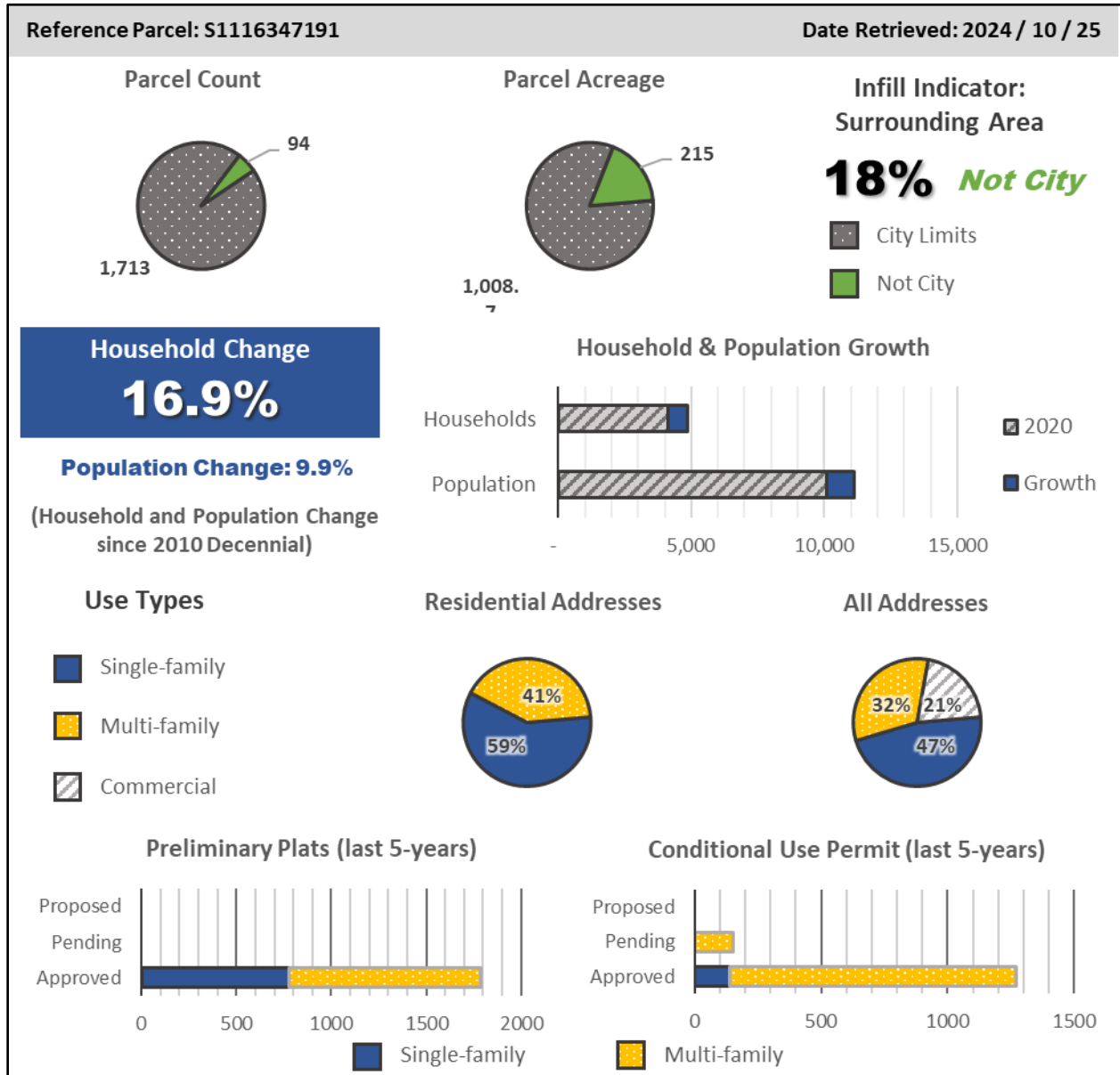
Description	Details
Preapplication Meeting date	9/24/2024
Neighborhood Meeting	7/23/2024
Site posting date	11/15/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.F
• Comments Received	Yes/Staff Report	-
• Commission Action Required	No	-
• Access	Topaz Avenue via E. Overland Road	-
• Traffic Level of Service	Overland Road – Better than “E”	-
ITD Comments Received	Yes/ Email stating no comments for this project	IV.G
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Sewer main is available in Topaz Ave	
• Impacts or Concerns	See plat conditions	
Meridian Public Works Water		IV.B
• Distance to Mainline	Water available at the site	
• Impacts or Concerns	<ul style="list-style-type: none"> Applicant will be required to extend water main down Topaz Ave. to their North boundary. Engineer to verify if there is a well onsite. If a well is located on the site it must be abandoned per regulatory requirements and proof of abandonment must be provided to the City. Water meter should come off the line in Topaz Avenue. 	

Note: See City/Agency Comments and Conditions Section and public record for all department/agency comments received. [3970 E. Overland Rd. H-2024-0053](#) (copy this link into a separate browser).

Figure 1: One-Mile Radius Existing Condition Metrics



See Additional Notes & Details for Staff Report Maps, Tables, and Charts.

Figure 2: ACHD Summary Metrics

Level of Service Planning Thresholds

1. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

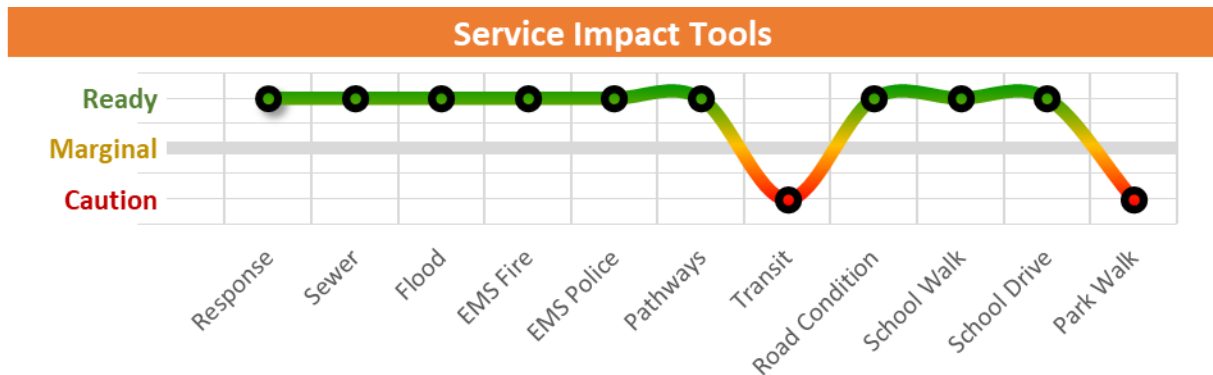
Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Overland Road	208-feet	Principal Arterial	927	Better than "E"
Topaz Avenue	162-feet	Collector	N/A	N/A

* Acceptable level of service for a five-lane principal arterial is "E" (1,780 VPH).

* Acceptable level of service for a two-lane collector is "D" (425 VPH).

Notes: See 0.

Figure 3: Service Impact Summary



Notes: See Additional Notes & Details for Staff Report Maps, Tables, and Charts.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The Future Land Use Map (FLUM) designates the area proposed to be annexed as "Mixed-Use Regional," which is intended to encourage a balanced blend of employment opportunities, retail, residential dwellings, and public uses, particularly in areas near major arterial intersections. This designation supports a diverse and integrated community where residents can live, work, and shop without needing to travel far.

The applicant is proposing a 4,800 square foot multi-tenant building with a restaurant. This site is part of a larger Mixed-use Regional area, and the developable area is less than an acre therefore, staff has not provided a full analysis on how the project meets the design concepts of the plan.

Table 4: Project Overview

Description	Details
History	Located within Ada County and zoned R1
Physical Features	Within the floodplain
Acreage	1.21 acres

B. History

Located within Ada County and zoned R1.

C. Site Development and Use Analysis

1. Existing Structures/Site Improvements (*UDC 11-1*):

The current use of the property is residential with several existing buildings on the property. The property consists of one home and two outbuildings. All structures will be removed, and the existing well and septic system will be abandoned as required. The applicant will need to submit a Certificate of Zoning Compliance (CZC) and Design Review (DES) application for review and approval prior to building submittal.

2. Proposed Use Analysis (*UDC 11-2*):

The proposed use "restaurant" is a principally permitted use in the C-G zoning district.

3. Dimensional Standards (*UDC 11-2*):

The proposal will be required to meet the dimensional standards for setbacks, parking requirements, maximum building height, landscape buffers and landscape requirements and for the C-G zoning district.

4. Specific Use Standards (*UDC 11-4-3*):

The proposal shall meet the requirement of the specific use standards for a restaurant per UDC 11-4-3-49. At a minimum, one (1) parking space shall be provided for every two hundred fifty (250) square feet of gross floor area.

Upon any change of use for an existing building or tenant space, a detailed parking plan shall be submitted that identifies the available parking for the overall site that complies with the requirements of this title.

D. Design Standards Analysis

1. Existing structure and Site Design Standards (Comp Plan 3.07.02A, Comp Plan 5.01.02D UDC 11-3A-19):

Require pedestrian circulation plans to ensure safety and convenient access across large commercial and mixed-use developments.

Require appropriate building design, and landscaping elements to buffer, screen, beautify, and integrate commercial, multifamily, and parking lots into existing neighborhoods.

Buildings shall be designed in accord with the "City of Meridian Architectural Standards Manual."

Per UDC 11-3A-19 pedestrian walkways shall provide a continuous walkway that is a minimum of five (5) feet in width from the perimeter sidewalk to the main building entrance(s) for nonresidential uses. The internal pedestrian walkway shall be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks.

2. Landscaping (UDC 11-3B):

i. Landscape buffers along streets

Per UDC 11-3B-8, the intent of these requirements is to ensure the long term and consistent maintenance of landscape buffers along streets that improve the visual quality of the streetscape, unify diverse architecture, and carry out the comprehensive plan policies related to promoting attractive street(s) and street beautification.

The applicant is proposing water conserving design to reduce the required buffer along Overland Road by fifty (50%) percent as allowed per UDC 11-3B-5O.

ii. Parking lot landscaping

Per UDC 11-3B-8, the purpose of perimeter and internal parking lot landscaping is to soften and mitigate the visual and heat island effect of a large expanse of asphalt in parking lots, and to improve the safety and comfort of pedestrians.

The applicant needs to add an additional landscape island along the north side of the building as no linear grouping of parking spaces shall exceed twelve (12) in a row, without an internal planter island. The planter island shall run the length of the parking space and may be reduced by two (2) feet to allow for improved vehicular maneuvering.

iii. Landscape buffers to adjoining uses

Per UDC 11-3B-9, a landscape buffer is required in the C-N, C-C, C-G, L-O, M-E, H-E, and I-L districts on any parcel sharing a contiguous lot line with a residential land use. The landscape buffer is required in the I-H district on any property sharing a contiguous lot line with a nonindustrial use.

The single-family residence to the north and the east will be required to be screened with a twenty-five (25) foot landscape buffer and a six (6) foot privacy fence. The applicant is requesting a reduction of the 25-foot landscape buffer adjacent to the residential properties to the north and east. The property is currently in probate therefore staff cannot verify the letter received authorizing the landscape buffer reduction. The applicant has the option of requesting permission from the probate court or requesting a waiver to reduce their landscape buffers. The applicant is requesting a Council waiver to reduce the landscape buffer to the residential use down to fifteen (15) feet.

iv. Tree preservation

The applicant will be required to submit tree protection and mitigation plans to City Arborist. Per UDC 11-3B-10, the applicant shall preserve existing trees four-inch caliper or greater from destruction during the development.

v. Storm integration

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.

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

i. Nonresidential parking analysis

Per UDC 11-3C commercial buildings require one (1) parking space for every two hundred (200) square feet of gross floor area for restaurants. The total number of parking spaces required is nineteen (19). The applicant is proposing thirty-seven (37) parking spaces which exceeds the required number parking spaces for this proposal.

NOTE: The parking for the site will be reduced by one stall due to the requirement for the applicant to provide another planter island along the north side of the building as mentioned above.

ii. Bicycle parking analysis

Per UDC 11-3C-6.G One (1) bicycle parking space shall be provided for every twenty-five (25) proposed vehicle parking spaces or portion thereof, except for single-family residences, two-family duplexes, and townhouses. Based on the thirty-seven (37) parking spaces provided, a total of two (2) bicycle parking spaces is required.

4. Building Elevations (*Comp Plan 5.01.02D, Architectural Standards Manual*):

Conceptual building elevations were submitted for the proposed structure as shown in Section VII.F. Building materials consist of stucco, stone, wood and metal accent. Final design is required to comply with the design standards in the Architectural Standards Manual and recorded development agreement.

The Comprehensive Plan's goal is to require appropriate building design, and landscaping elements to buffer, screen, beautify, and integrate commercial, multifamily, and parking lots into existing neighborhoods.

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

The applicant is proposing to install a six (6) foot high vinyl fence along the northern property line. The applicant will need to provide fencing on the residential portion on the east side of the property. Fencing shall comply with the requirements outlined in UDC 11-3A-7.

E. Transportation Analysis

1. Access (*Comp Plan 6.01.02C, UDC 11-3A-3, UDC 11-3H-4*):

*Access to the property is from S. Topez Avenue via E. Overland Road in accord with UDC 11-3A-3. The applicant shall be required to grant cross-access/ingress-egress to adjoining properties by a recorded easement per UDC 11-3A-3A.2. **NOTE: The property to the east was only required to provide cross access if the existing storage yard is ever converted to parking in the future.***

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

All sidewalks constructed as part of this proposal are required to comply with the standards listed in UDC 11-3A-17.

The applicant is proposing sidewalks along the west side of the property along S. Topez Avenue.

F. Services Analysis

1. Pressurized Irrigation (*UDC 11-3A-15*):

Underground pressurized irrigation water is required to be provided with this development as set forth in UDC 11-3A-15.

2. 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.

3. Utilities (Comp Plan 3.03.03A, UDC 11-3A-21):

Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development. All utilities are available to the site. Water main, fire hydrant and water service require a twenty-foot (20) wide easement that extends ten (10) feet past the end of main, hydrant, or water meter. No permanent structures, including trees are allowed inside the easement.

Comprehensive Plan policy 3.03.03G require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

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

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

- a. Future development of this site shall be generally consistent with the concept plan and conceptual building elevations included in Section IV and the provisions contained herein.
- b. Direct access to E. Overland Road is prohibited.
- c. Provide a 1525-foot landscape buffer to the north and east along the north side of the property along with a six (6) foot privacy fence to block headlines from the residential property unless waived by Council.
- d. The applicant shall be required to grant cross-access/ingress-egress to adjoining property to the east by a recorded easement. A copy of the easement shall be submitted with the certificate of zoning compliance application.
- e. A Certificate of Zoning Compliance (CZC) and Design Review application shall be submitted and approved for the proposed commercial building prior to submittal of a building permit application. The design of the site and structures shall comply with the standards listed in UDC 11-3A-49; the design standards listed in the Architectural Standards Manual.
- f. Future development of the site shall comply with the ordinances in effect at the time of development.
- g. Development of the subject property shall comply with the C -G standards listed in UDC 11- 2B- 3. The only uses allowed on the subject property are as follows:

- Restaurant - excluding drive-through
- Flex Space;
- Retail Sales;
- Professional and personal service; and
- Office.

h. Business hours of operation within the C-G District shall be limited from 6:00 a.m. to 11:00 p.m. when the property abuts a residential use or district.

B. Meridian Public Works

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=365356&dbid=0&repo=MeridianCity>

C. Meridian Park's Department

1. Submit tree protection and mitigation plans to City Arborist.

D. Idaho Department of Environmental Quality (DEQ)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=365356&dbid=0&repo=MeridianCity>

E. Ada County Development

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=365356&dbid=0&repo=MeridianCity>

F. Ada County Highway District (ACHD)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=365356&dbid=0&repo=MeridianCity>

G. Idaho Transportation Department (ITD)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=365356&dbid=0&repo=MeridianCity>

V. FINDINGS

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

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

1. The map amendment complies with the applicable provisions of the comprehensive plan;
Commission finds annexation of the subject site with C-G zoning designation is consistent with the Comprehensive Plan Mixed-Used Regional FLUM designation for this property, if the Applicant complies with the provisions in Section IV.

2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
Commission finds the layout proposed will be consistent with the purpose statement of the commercial district in that business opportunities provided consistent with the Comprehensive Plan.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
Commission finds that the map amendment will not be detrimental to the public health, safety and welfare.
4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and
Commission finds that the map amendment will not result in an adverse impact upon the delivery of services.
5. The annexation (as applicable) is in the best interest of city.
Commission finds the proposed annexation is in the best interest of the City if the property is developed in accord with the provisions in Section IV.

VI. ACTION

A. Staff:

Staff recommends approval of the requested annexation per the conditions of approval included in Section IV in accord accordance with Findings in Section V.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on December 5, 2024. At the public hearing, the Commission moved to recommend approval of the subject annexation and zoning requests.

1. Summary of Commission public hearing:
 - a. In favor: Jerrod Wallgren representing the owner
 - b. In opposition: None
 - c. Commenting: Lynette Adsitt, Carl Babbitt
 - d. Written testimony: None
 - e. Staff presenting application: Linda Ritter
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. Whether or not Topaz Avenue would extend all the way to Top Golf, will Overland Road be widened to seven (7) lanes and getting onto Overland Road from Topaz Avenue
3. Key issue(s) of discussion by Commission:
 - a. Additional traffic on Topaz Avenue and reduction of the landscape buffer along the residential properties.
4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. None

C. City Council:

The Meridian City Council heard these items on January 28, 2025. At the public hearing, the Council moved to approve the subject annexation request.

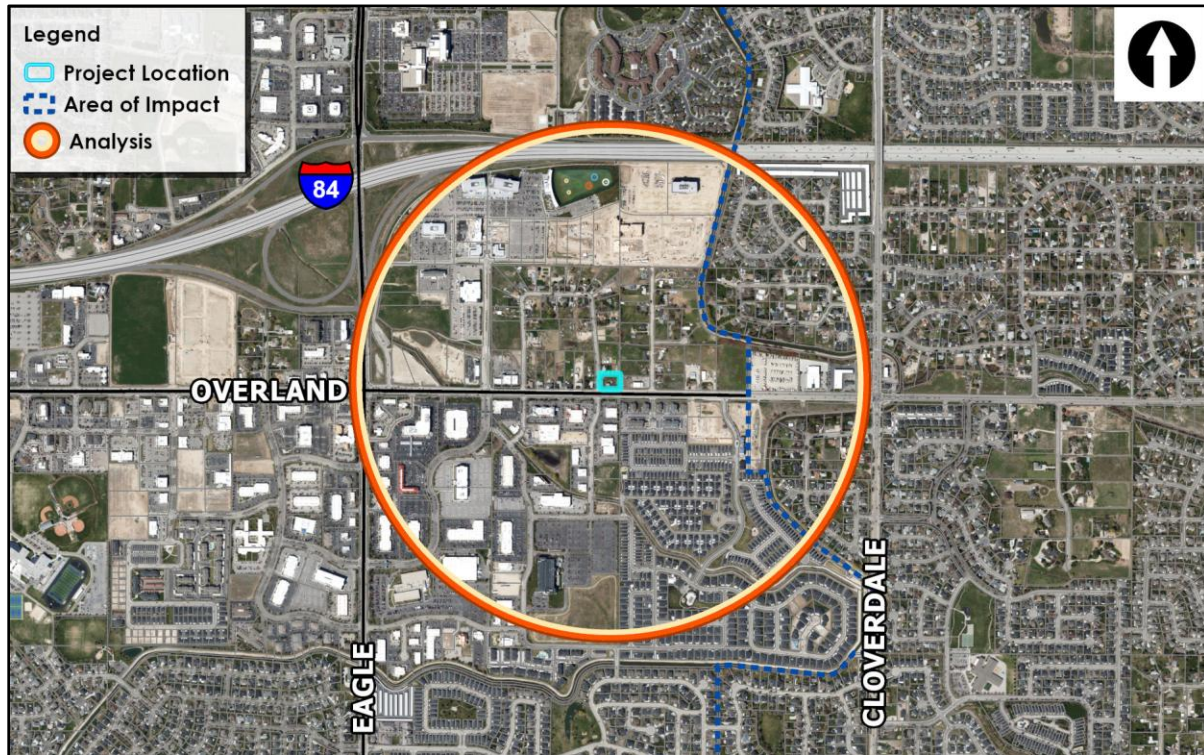
1. Summary of the City Council public hearing:
 - a. In favor: Jerrod Wallgren representing the applicant
 - b. In opposition: None
 - c. Commenting: Lynette Adsitt, Mike Blowers, Anita Gallagher
 - d. Written testimony: None
 - e. Staff presenting application: Linda Ritter
 - f. Other Staff commenting on application: Bill Parsons
2. Key issue(s) of public testimony:
 - a. Getting onto Overland Road from Topaz Avenue, merging conflicts and traffic issues in the area.
3. Key issue(s) of discussion by City Council:
 - a. How the area would develop in the future, cross access and potential roadways in the area with redevelopment.
4. City Council change(s) to Commission recommendation:
 - a. Added cross access to the north of the property

VII. EXHIBITS

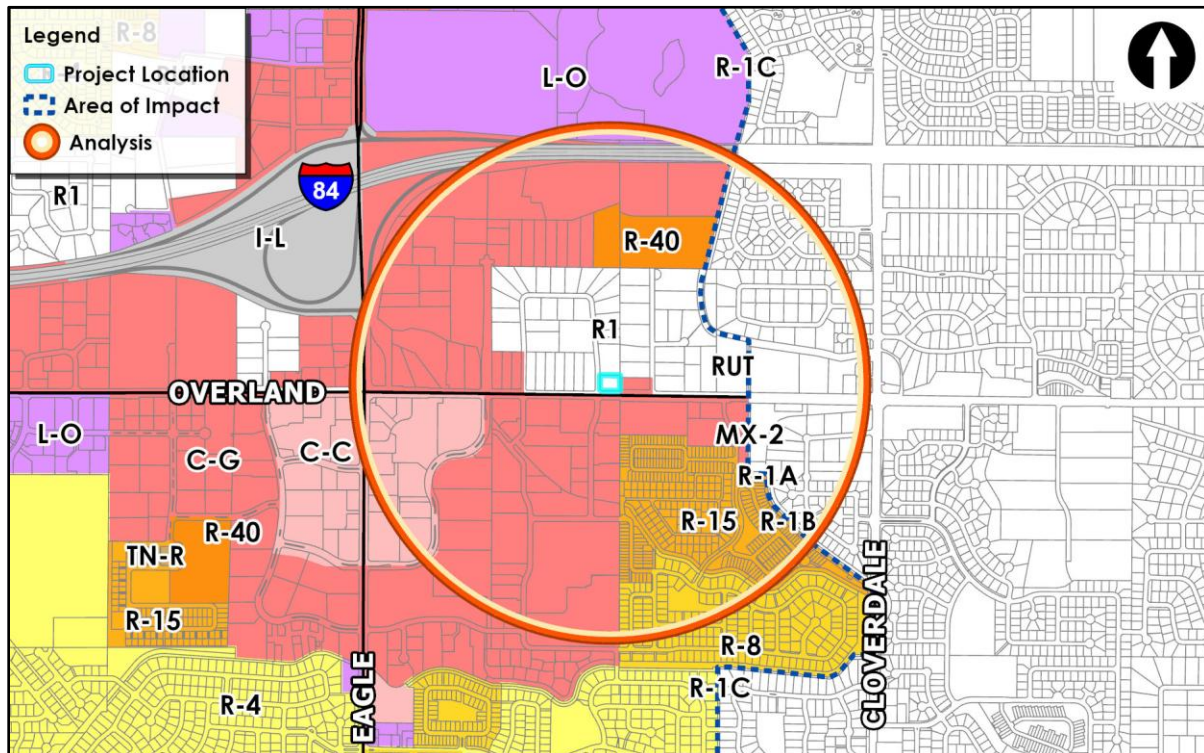
A. Project Area Maps

(link to [Project Overview](#))

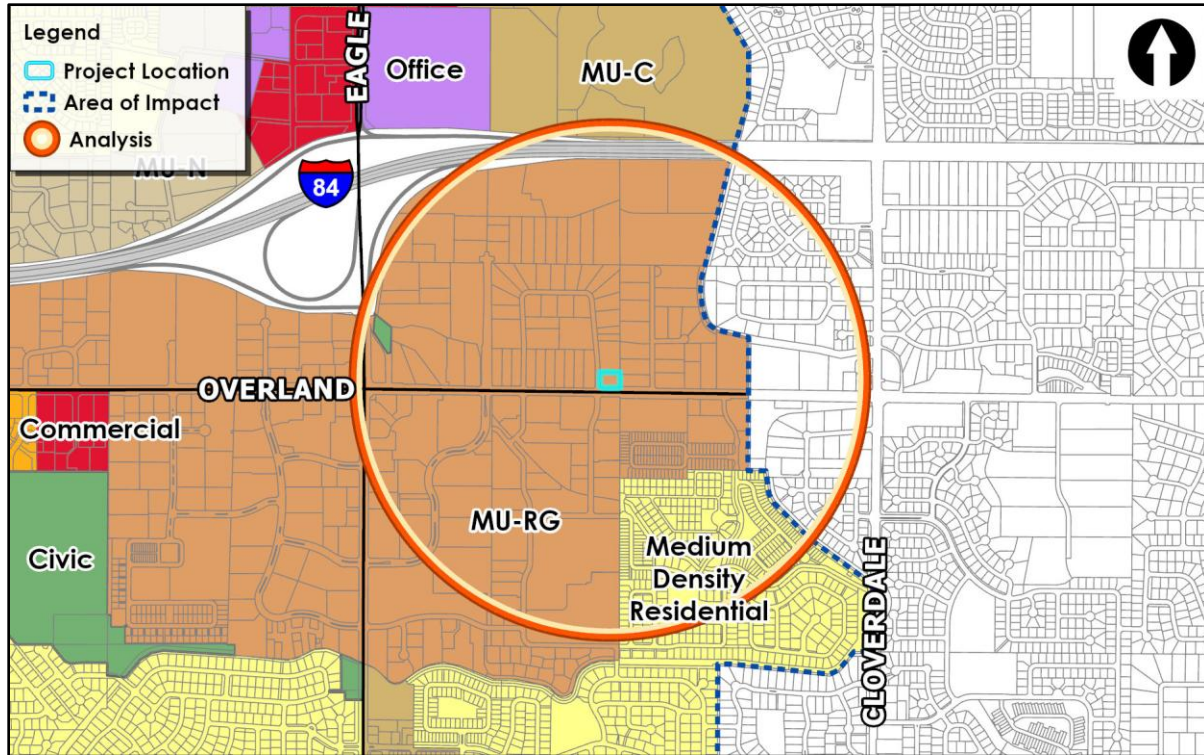
1. Aerial



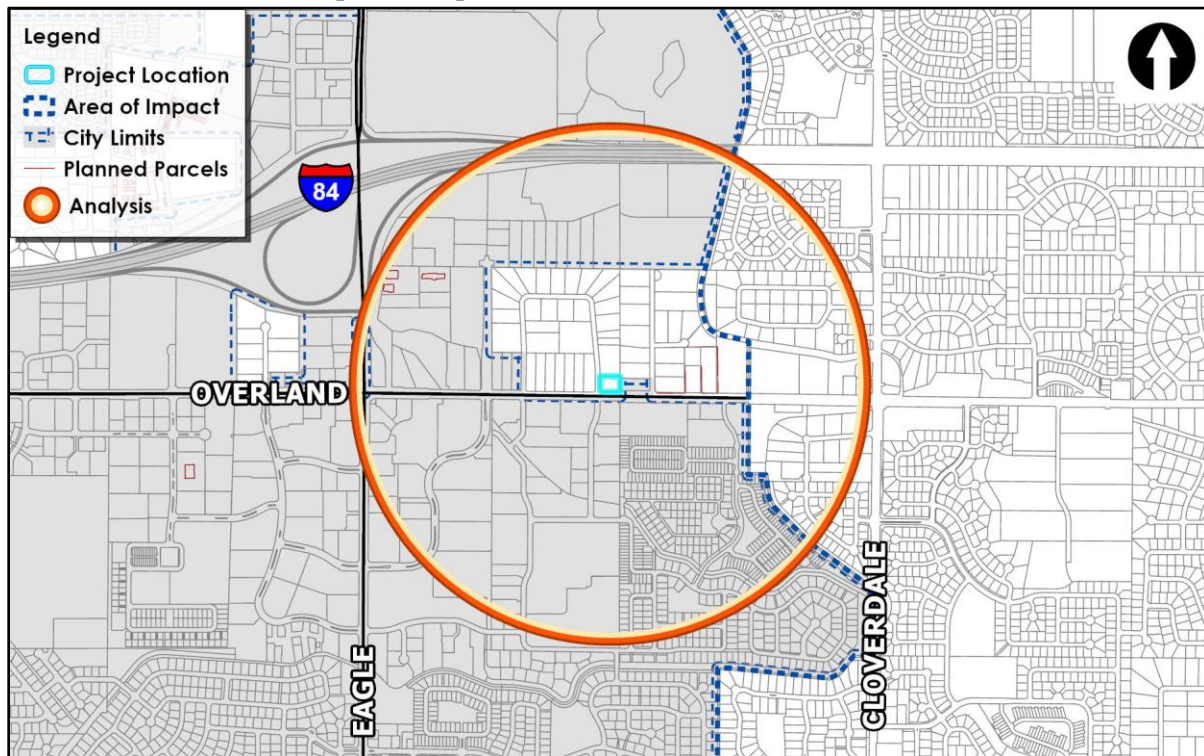
2. Zoning Map



3. Future Land Use



4. Planned Development Map



5. Map Notes

Nearby Recent Preliminary Plats (2018+)

H-2016-0112 H-2017-0104

Nearby Recent Conditional Use Permits (2018+)

H-2020-0123

B. Subject Site Photos



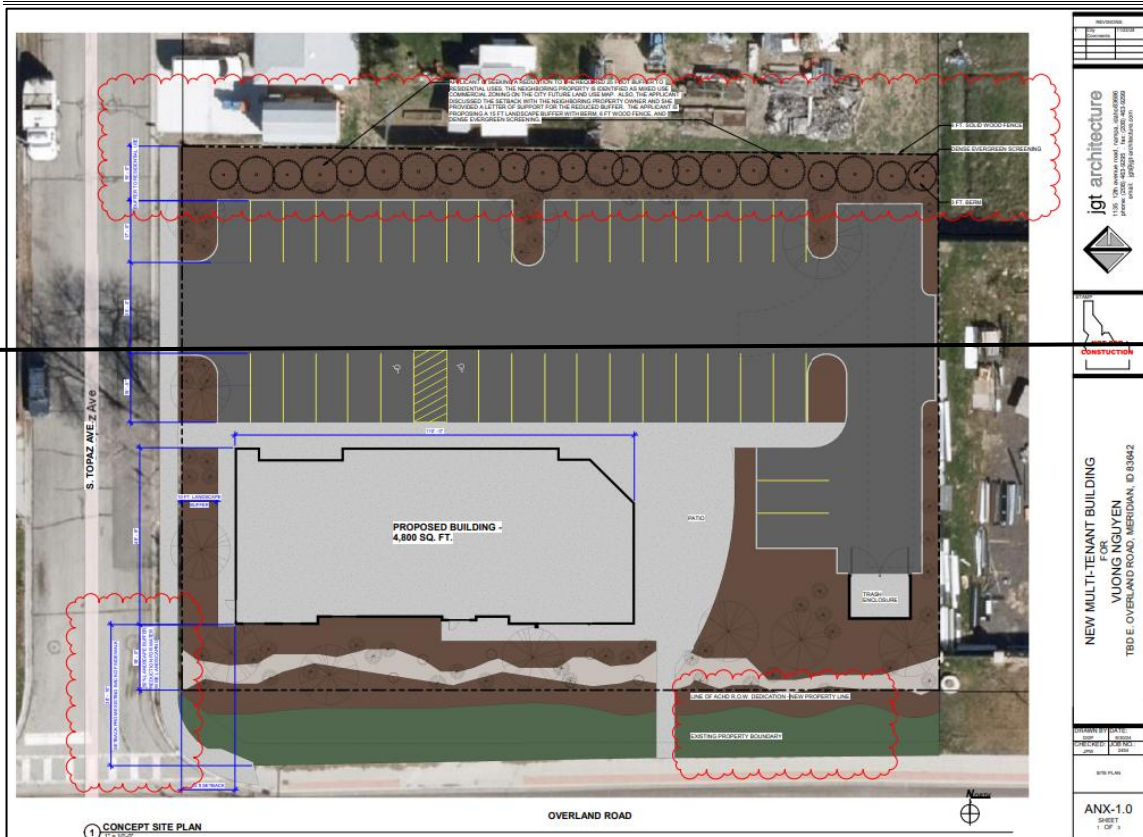
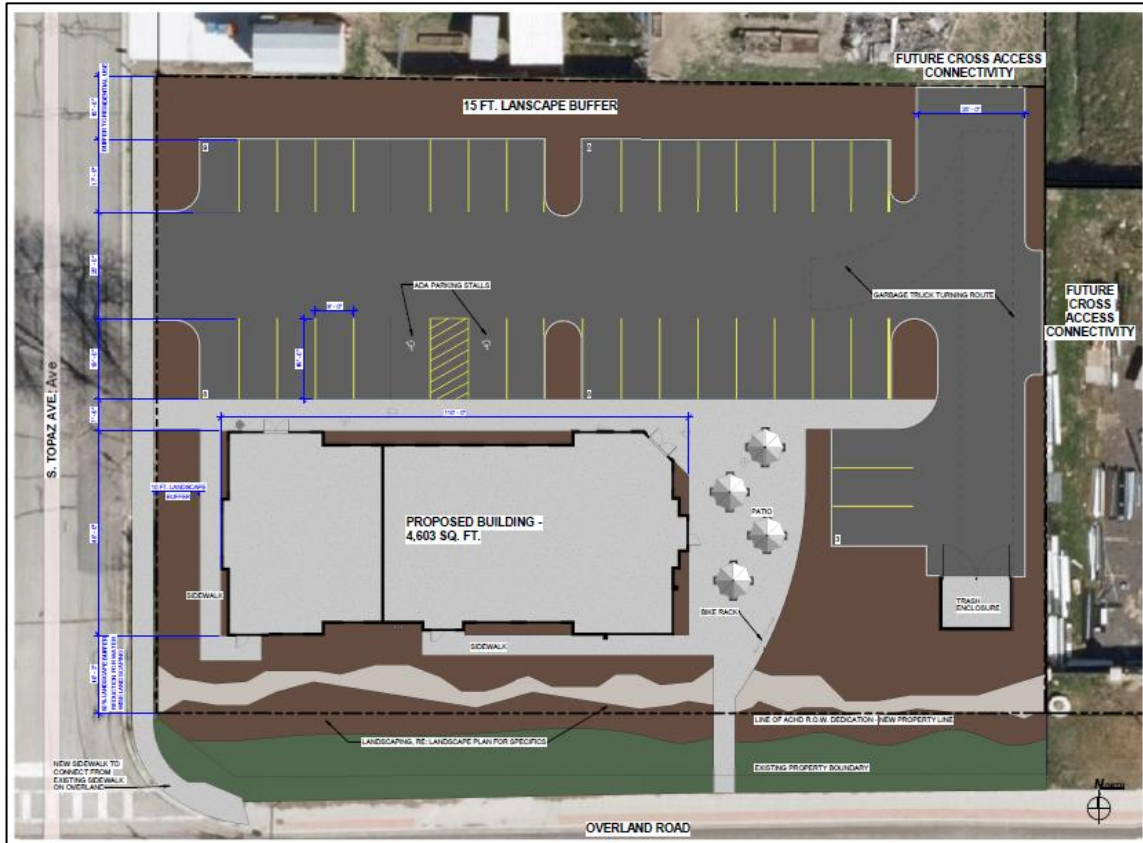
C. Service Accessibility Report

PARCEL S1116347191 SERVICE ACCESSIBILITY

Overall Score: 29	32nd Percentile
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Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Within 100 yr floodplain & < 2 acres	RED
Emergency Services Fire	Response time < 5 min.	GREEN
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Within 1/4 mile of current transit route	GREEN
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	From 1/2 to 1 mile walking	YELLOW
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	No park within walking distance by park type	RED

D. Site Plan (date: 9/30/2024)



E. Building Elevations (date: 9/30/2024)



F. Annexation Legal Description & Exhibit Map

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A

ANNEXATION LEGAL DESCRIPTION

A parcel of land that includes Ada County Highway District right-of-way, to be annexed into the City of Meridian, said parcel being located in a portion of the Southeast Quarter of the Southwest Quarter of Section 16, Township 3 North, Range 1 East, Boise Meridian, said area of land being more particularly described as follows:

Commencing at a found brass cap monument at the South Quarter corner of said Section 16, the True Point of Beginning;

Thence along the South line of said Section 16, North 89°15'33" West a distance of 233.71 feet to a point of intersection of the centerline of S. Topaz Avenue and said South line;

Thence along said centerline, North 00°05'20" West a distance of 208.90 feet;

Thence South 89°12'37" East a distance of 25.00 feet to the Southwest corner of Lot 17, Block 1, Plat of Jewel Subdivision, Book 34, 2056, records of Ada County;

Thence along said Lot line, South 89°12'37" East a distance of 208.71 feet to a point on the East line of Rolling Hill Subdivision, Book 18, 1202, records of Ada County;

Thence along said East line South 00°05'30" East a distance of 160.70 feet to a point on the North right-of-way line of East Overland Road;

Thence South 00°05'30" East a distance of 48.00 feet to the True Point of Beginning.

Said parcel containing 1.120 acres (48,793 Sq. Ft., more or less.)

End Description
Project No. 24-138
Prepared August 28, 2024



3626 W. Hill Rd. Boise, ID 83703

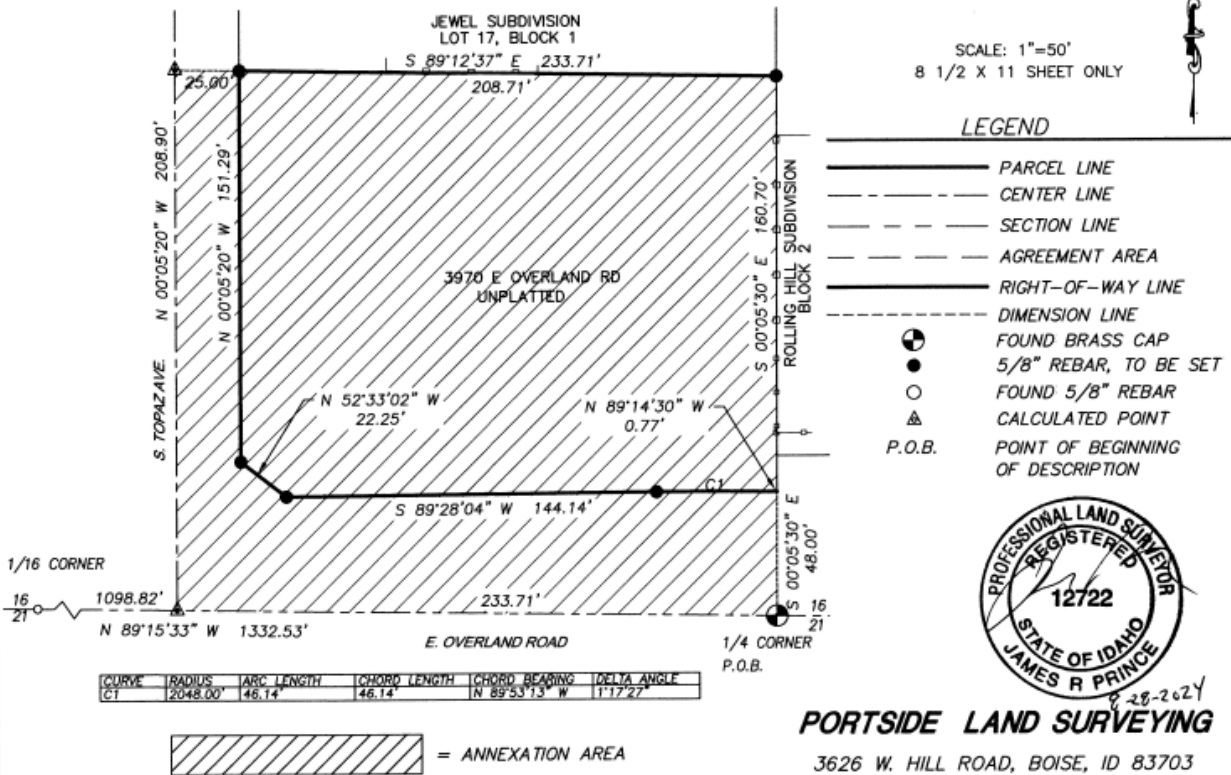
(208) 484-6666

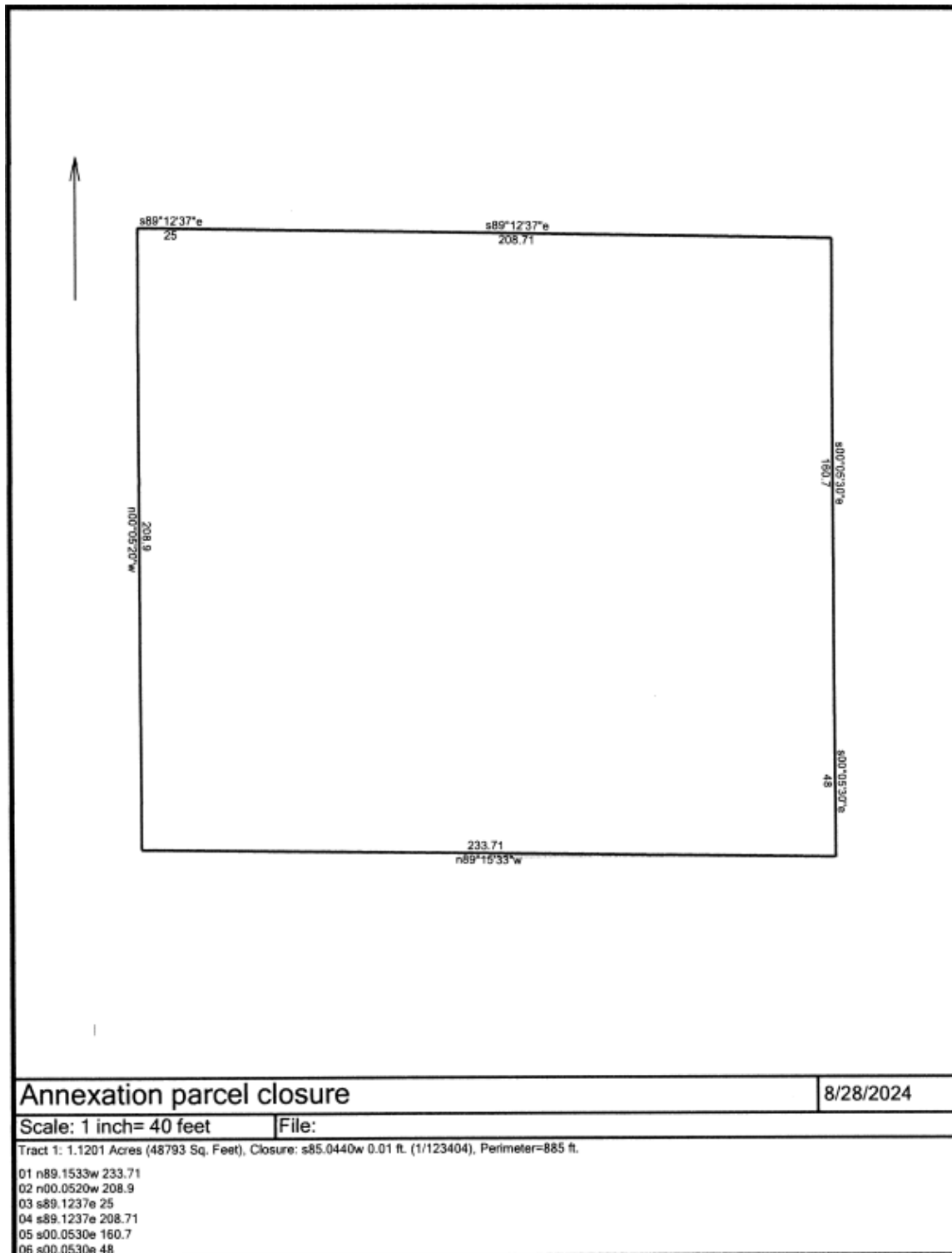
jim@portsidesurvey.com

EXHIBIT B

ANNEXATION MAP

A PARCEL OF LAND INCLUDING ACHD RIGHT-OF-WAY, SAID PARCEL BEING LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16 TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO





VIII. ADDITIONAL NOTES & DETAILS FOR STAFF REPORT MAPS, TABLES, AND CHARTS

(link to [Community Metrics](#))

A. One-Mile Radius Existing Condition Notes

This data is automatically derived from enterprise application and GIS databases, and exported dynamically. Date retrieved notes generally reflect data acquired or processed within the last 30-days. Analysis is based on a one-mile radius from the centroid of the identified parcel. Parcel based data excludes certain properties and represents land as it exists now. Properties considered are only those with a total assessed value greater than 0 (i.e. excludes most HOA area, transitional development, government, and quasi government facilities). The following values also constrain included property acreage to reduce outliers and non-conforming instances from distorting averages: $R-2 < 5.0$; $R-4 < 2.0$; $R-8 < 1.0$; $R-15 < 0.5$; $R-40 < 0.25$.

Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals. Some approved entitlements, and particularly older ones, may be constructed.

Decennial population counts and household counts are based on the most recent Decennial Census. Current population and current household values are COMPASS estimates, usually for the year previous, and are based on traffic analysis zone boundaries (TAZ's).

B. Mixed Use Analysis Notes

This data is derived from enterprise application and GIS databases, and exported dynamically. Data considered for analysis are only those areas overlapping the overall Mixed Use boundary area. Mixed Use areas across arterial roadways are distinct, separate, and not considered as they do not meet the mixed use principles in the Comprehensive Plan (e.g. pedestrian safety, transportation efficiency, etc.). Mixed Use parcel areas may be greater or smaller than the future land use area designation boundary due parcel size, configuration, right-of-way, and other factors. Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals.

C. Service Assessment Notes

This data represents existing conditions derived from our enterprise application and GIS database, exported through dynamic reporting. The system references the most recent available data from various sources, including sewer main lines, sewer trunksheds, floodplain, fire service areas and response times, police crime reporting, pathway information, existing and planned transit, roadway improvements, school and park proximity, and other resources.

The tool provides context for project review, using multiple indicators consistently. Data from similar topics may vary based on different levels of review.

The overall score is based on weighted criteria (not a ranked order), and the percentile score compares the parcel to others in the city (higher is better). This tool was developed as a City Council priority and outcome of the 2019 Comprehensive Plan. Scores, whether high or low, are just one data point and should not be the sole basis for decisions.

D. ACHD Roadway Infographic Notes

The Ada County Highway District utilizes a number of planning and analysis tools to understand existing and future roadway conditions.

- **Existing Level of service (LOS).** LOS indicator is a common metric to consider a driver's experience with a letter ranking from A to F. Letter A represents free flow conditions, and on the other end Level F represents forced flow with stop and go

conditions. These conditions usually represent peak hour driver experience. ACHD considers Level D, stable flow, to be acceptable. The LOS does not represent conditions for bikes or pedestrians, nor indicate whether improvements: are possible; if there are acceptable tradeoffs; or if there is a reasonable cost-benefit.

- **Integrated Five Year Work Plan (IFYWP).** The IFYWP marker (yes/no) indicates whether the specified roadway is listed in the next 5-years. This work may vary, from concept design to construction.
- **Capital Improvement Plan (CIP).** The CIP marker (yes/no) indicates whether the specified roadway is programmed for improvement in the next 20-years.