

## DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
  2. **Endurance Holdings, LLC, Owner**
  3. **Challenger Development, Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 **Endurance Holdings, LLC**, whose address is 1977 E. Overland Rd., Meridian, Idaho 83642, hereinafter called OWNER; and **Challenger Development**, whose address is 1977 E. Overland Rd., Meridian, Idaho 83642, hereinafter called 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 has submitted an application for annexation and zoning of 59.97 acres of land with a request for the R-8 (34.69 acres) (Medium-Density Residential) and R-15 (25.28 acres) (Medium High-Density) zoning districts 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 14<sup>th</sup> day of May, 2024, 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 Ave., Meridian, Idaho 83642.
- 3.2 **OWNER:** means and refers to **Endurance Holdings, LLC**, whose address is 1977 E. Overland Rd., Meridian, Idaho, 83642, hereinafter called OWNER, the party that owns said Property and shall include any subsequent owner(s) of the Property.
- 3.3 **DEVELOPER:** means and refers to **Challenger Development**, whose address is 1977 E. Overland Rd., Meridian, Idaho, 83642, hereinafter called DEVELOPER, the party developing said Property and shall include any subsequent developer(s) of the Property.
- 3.4 **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 generally comply with the development plans included in Section VIII 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. A 10-foot-wide detached sidewalk/multiuse pathway shall be provided within the required street buffers along all collector and arterial streets within and adjacent to the site (i.e., S. Eagle Rd., E. Vantage Pointe, and St. L).

c. The rear and/or sides of homes on lots that face collector (E. Vantage Pointe & St. L) and arterial (S. Eagle Rd.) streets shall incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets.

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:**  
**Endurance Holdings, LLC**  
1977 E. Overland Rd.  
Meridian, ID 83642

**DEVELOPER:**  
**Challenger Development**  
1977 E. Overland Rd.  
Meridian, ID 83642

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

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

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

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

had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

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

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

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

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

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

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

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

**Endurance Holdings, LLC**

By: Corey Barton

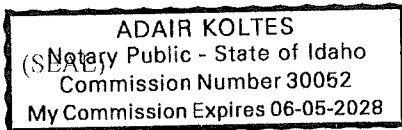
STATE OF IDAHO )

: ss:

County of Ada )

On this 10<sup>th</sup> day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Member of **Endurance Holdings, LLC** and the person who signed above and acknowledged to me that they executed the same.

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



Adair Koltres  
Notary Public

My Commission Expires: 6-05-2028

**DEVELOPER:**

**Challenger Development**

By: Corey Barton

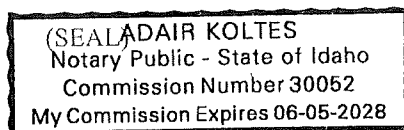
STATE OF IDAHO )

: ss:

County of Ada )

On this 10<sup>th</sup> day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the President of **Challenger Development** and the person who signed above and acknowledged to me that they executed the same.

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



Adair Koltres  
Notary Public

My Commission Expires: 6-05-2028

CITY OF MERIDIAN

ATTEST:

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

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

STATE OF IDAHO       )  
                              : ss  
County of Ada        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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

Description for  
**Annexation**  
September 8, 2023

A parcel of land located in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 4 and 5, T.2N., R.1E., B.M., from which the Section corner common to Sections 4, 5, 8 and 9, T.2N., R.1E., B.M., bears South 00°12'47" West, 2653.27; thence on the east boundary line of said Section 5, South 00°12'47" West, 458.11 feet to the **POINT OF BEGINNING**;

thence continuing, South 00°12'47" West, 250.04 feet;

thence leaving said east boundary line, North 74°08'26" West, 800.00 feet;

thence North 73°29'26" West, 560.00 feet;

thence North 89°18'26" West, 500.00 feet;

thence South 89°48'34" West, 841.23 feet to the north-south centerline of said Section 5;

thence on said north-south centerline, North 00°00'59" East, 332.88 feet to the Center 1/4 corner of said Section 5;

thence continuing on said north-south centerline, North 00°01'18" East, 820.62 feet;

thence leaving said north-south centerline, South 78°30'03" East, 191.66 feet;

thence North 43°00'19" East, 108.41 feet;

thence North 68°36'36" East, 694.84 feet;

thence South 46°02'32" East, 379.56 feet;

thence South 64°59'21" East, 64.51 feet;

thence North 00°23'06" West, 30.48 feet to the Southwest corner of Keep Subdivision as filled in Book 119 of Plats at Pages 18374 through 18379, records of Ada County, Idaho;

thence on the south boundary line of said Keep Subdivision the following eight (8) courses and distances:

South 64°48'10" East, 66.24 feet;

South 79°33'09" East, 55.80 feet;



North 82°37'38" East, 39.29 feet;

North 71°27'43" East, 41.47 feet;

North 80°45'02" East, 58.56 feet;

North 88°58'42" East, 252.30 feet;

North 85°38'16" East, 60.03 feet;

North 67°03'39" East, 125.97 feet to the northwest corner of Derry  
Subdivision as filled in Book 108 of Plats at Pages 15160 and 15161,  
records of Ada County, Idaho;

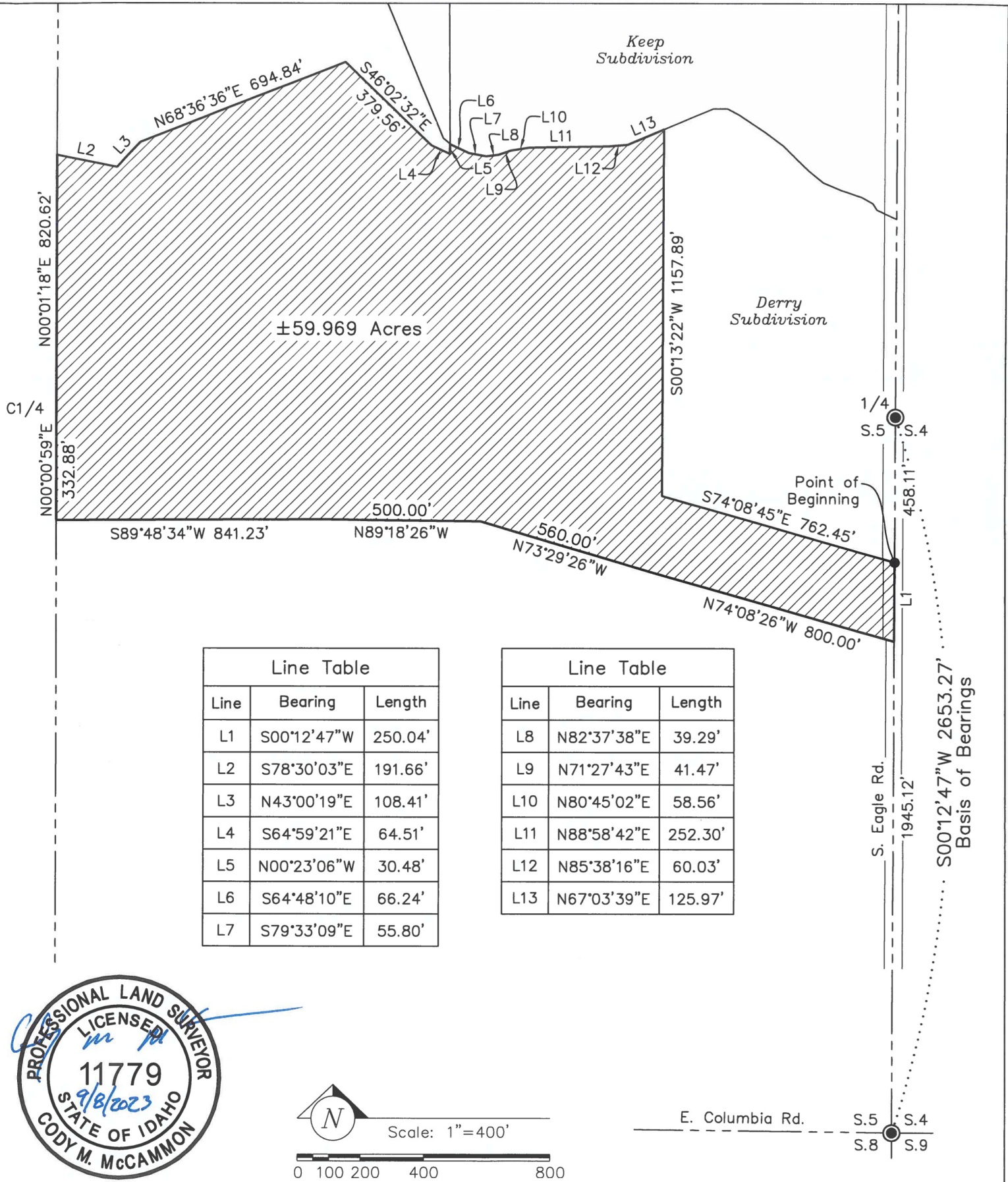
thence South 00°13'22" West, 1157.89 feet to the southwest corner of said  
Derry Subdivision

thence on the south boundary line of said Derry Subdivision and the easterly  
prolongation of, South 74°08'45" East, 762.45 feet to the **POINT OF BEGINNING**.

Containing 59.969 acres, more or less.

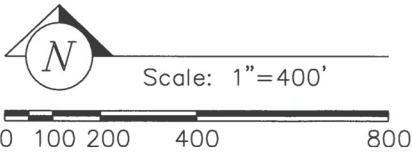
End of Description.





| Line Table |             |         |
|------------|-------------|---------|
| Line       | Bearing     | Length  |
| L1         | S00°12'47"W | 250.04' |
| L2         | S78°30'03"E | 191.66' |
| L3         | N43°00'19"E | 108.41' |
| L4         | S64°59'21"E | 64.51'  |
| L5         | N00°23'06"W | 30.48'  |
| L6         | S64°48'10"E | 66.24'  |
| L7         | S79°33'09"E | 55.80'  |

| Line Table |             |         |
|------------|-------------|---------|
| Line       | Bearing     | Length  |
| L8         | N82°37'38"E | 39.29'  |
| L9         | N71°27'43"E | 41.47'  |
| L10        | N80°45'02"E | 58.56'  |
| L11        | N88°58'42"E | 252.30' |
| L12        | N85°38'16"E | 60.03'  |
| L13        | N67°03'39"E | 125.97' |



P:\Reville Ridge (7355 Eagle Rd) 22-228\dwg\Annexation Ex.dwg 9/8/2023 7:39:32 AM

|                                                                                               |                                                                                                                                |                       |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>IDAHO SURVEY GROUP, LLC</b><br>9955 W. EMERALD ST.<br>BOISE, IDAHO 83704<br>(208) 846-8570 | <b>Exhibit Drawing for Annexation</b><br><b>Reville Ridge Subdivision</b>                                                      | Job No.<br>22-228-02  |
|                                                                                               | A parcel of land located in the S1/2 of the NE1/4 & the N1/2 of the SE1/4 of Section 5, T.2N., R.1E., B.M., Ada County, Idaho. | Sheet No.<br>1        |
|                                                                                               |                                                                                                                                | Dwg. Date<br>9/8/2023 |

Description for  
**R-8 Zone**  
September 8, 2023

A parcel of land located in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 4 and 5, T.2N., R.1E., B.M., from which the Section corner common to Sections 4, 5, 8 and 9, T.2N., R.1E., B.M., bears South 00°12'47" West, 2653.27; thence on the east boundary line of said Section 5, South 00°12'47" West, 458.11 feet to the **POINT OF BEGINNING**;

thence continuing, South 00°12'47" West, 250.04 feet;

thence leaving said east boundary line, North 74°08'26" West, 800.00 feet;

thence North 73°29'26" West, 408.38 feet;

thence North 47°47'31" West, 770.77 feet;

thence North 42°12'29" East, 255.28 feet;

thence 169.79 feet on the arc of a curve to the right having a radius of 300.00 feet, a central angle of 32°25'39", and a long chord which bears North 64°00'20" West, 167.53 feet;

thence North 47°47'31" West, 512.02 feet;

thence 46.08 feet on the arc of a curve to the right having a radius of 100.00 feet, a central angle of 26°24'07", and a long chord which bears North 34°35'27" West, 45.67 feet;

thence North 21°23'24" West, 28.22 feet;

thence South 68°36'36" West, 166.53 feet;

thence 8.02 feet on the arc of a curve to the left having a radius of 100.00 feet, a central angle of 04°35'37", and a long chord which bears South 66°18'47" West, 8.02 feet;

thence North 47°47'31" West, 150.16 feet;

thence North 43°00'19" East, 21.57 feet;

thence North 68°36'36" East, 694.84 feet;

thence South 46°02'32" East, 379.56 feet;

thence South 64°59'21" East, 64.51 feet;



thence North 00°23'06" West, 30.48 feet to the Southwest corner of Keep Subdivision as filled in Book 119 of Plats at Pages 18374 through 18379, records of Ada County, Idaho;

thence on the south boundary line of said Keep Subdivision the following eight (8) courses and distances:

South 64°48'10" East, 66.24 feet;

South 79°33'09" East, 55.80 feet;

North 82°37'38" East, 39.29 feet;

North 71°27'43" East, 41.47 feet;

North 80°45'02" East, 58.56 feet;

North 88°58'42" East, 252.30 feet;

North 85°38'16" East, 60.03 feet;

North 67°03'39" East, 125.97 feet to the northwest corner of Derry Subdivision as filled in Book 108 of Plats at Pages 15160 and 15161, records of Ada County, Idaho;

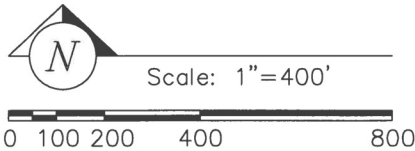
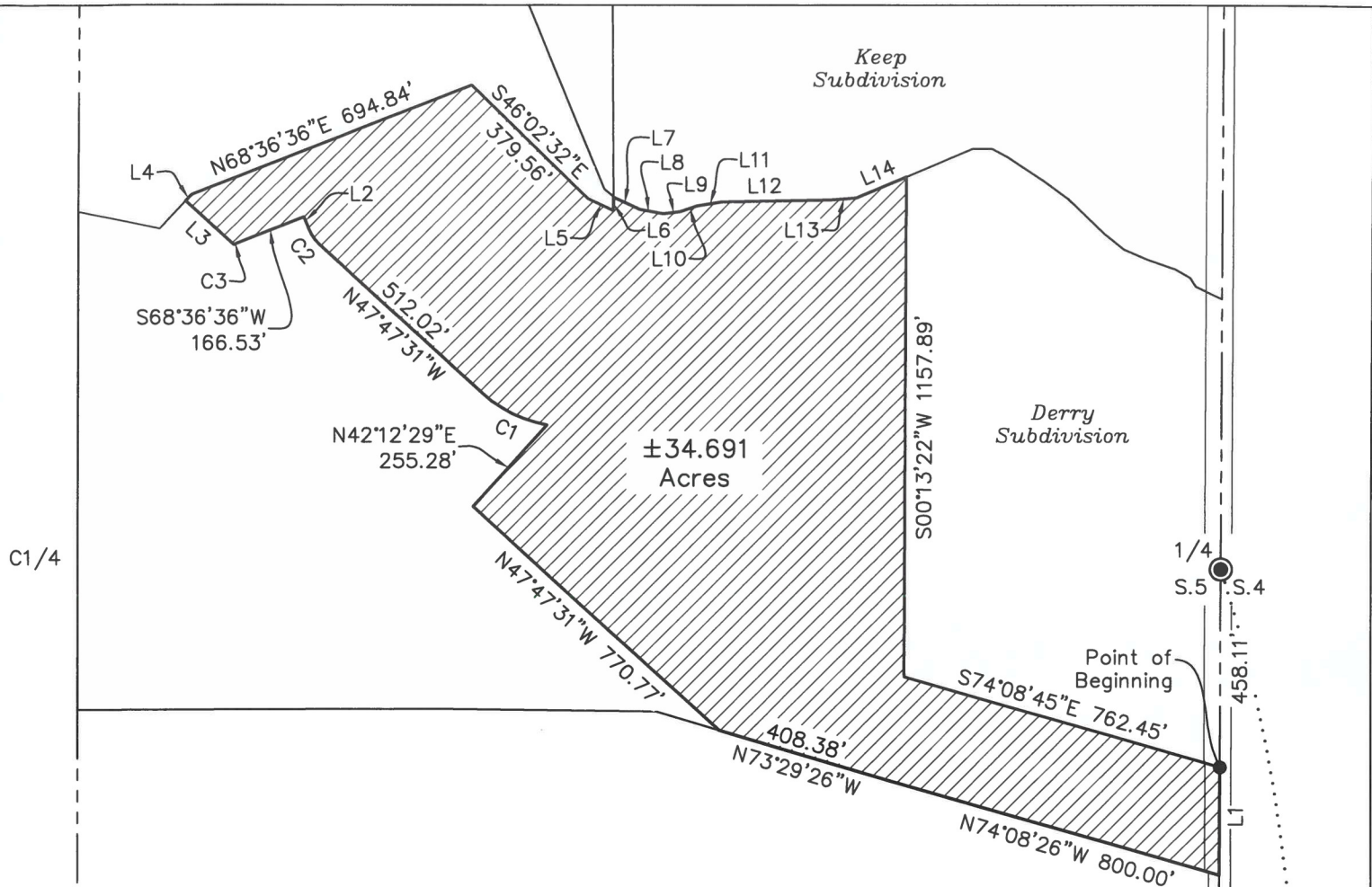
thence South 00°13'22" West, 1157.89 feet to the southwest corner of said Derry Subdivision

thence on the south boundary line of said Derry Subdivision and the easterly prolongation of, South 74°08'45" East, 762.45 feet to the **POINT OF BEGINNING**.

Containing 34.691 acres, more or less.

End of Description.





| Line Table |             |         |
|------------|-------------|---------|
| Line       | Bearing     | Length  |
| L1         | S00°12'47"W | 250.04' |
| L2         | N21°23'24"W | 28.22'  |
| L3         | N47°47'31"W | 150.16' |
| L4         | N43°00'19"E | 21.57'  |
| L5         | S64°59'21"E | 64.51'  |
| L6         | N00°23'06"W | 30.48'  |
| L7         | S64°48'10"E | 66.24'  |

| Line Table |             |         |
|------------|-------------|---------|
| Line       | Bearing     | Length  |
| L8         | S79°33'09"E | 55.80'  |
| L9         | N82°37'38"E | 39.29'  |
| L10        | N71°27'43"E | 41.47'  |
| L11        | N80°45'02"E | 58.56'  |
| L12        | N88°58'42"E | 252.30' |
| L13        | N85°38'16"E | 60.03'  |
| L14        | N67°03'39"E | 125.97' |

| Curve Table |         |         |           |               |              |
|-------------|---------|---------|-----------|---------------|--------------|
| Curve       | Length  | Radius  | Delta     | Chord Bearing | Chord Length |
| C1          | 169.79' | 300.00' | 32°25'39" | N64°00'20"W   | 167.53'      |
| C2          | 46.08'  | 100.00' | 26°24'07" | N34°35'27"W   | 45.67'       |
| C3          | 8.02'   | 100.00' | 4°35'37"  | S66°18'47"W   | 8.02'        |

P:\Reville Ridge (7355 Eagle Rd) 22-228\dwg\R-8 Zone Ex.dwg 9/8/2023 8:45:53 AM

**IDAHO SURVEY GROUP, LLC**

9955 W. EMERALD ST.  
BOISE, IDAHO 83704  
(208) 846-8570

Exhibit Drawing for  
**R-8 Zone**  
Reville Ridge Subdivision

A parcel of land located in the S1/2 of the NE1/4 & the N1/2 of the SE1/4 of Section 5, T.2N., R.1E., B.M., Ada County, Idaho.

Job No.  
22-228-02

Sheet No.  
**1**

Dwg. Date  
9/8/2023

Description for  
**R-15 Zone**  
September 8, 2023

A parcel of land located in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 4 and 5, T.2N., R.1E., B.M., from which the Section corner common to Sections 4, 5, 8 and 9, T.2N., R.1E., B.M., bears South 00°12'47" West, 2653.27; thence on the east boundary line of said Section 5, South 00°12'47" West, 708.15 feet; thence leaving said east boundary line, North 74°08'26" West, 800.00 feet; thence North 73°29'26" West, 408.38 feet to the **POINT OF BEGINNING**;

thence North 73°29'26" West, 151.62 feet

thence North 89°18'26" West, 500.00 feet;

thence South 89°48'34" West, 841.23 feet to the north-south centerline of said Section 5;

thence on said north-south centerline, North 00°00'59" East, 332.88 feet to the Center 1/4 corner of said Section 5;

thence continuing on said north-south centerline, North 00°01'18" East, 820.62 feet;

thence leaving said north-south centerline, South 78°30'03" East, 191.66 feet;

thence North 43°00'19" East, 86.84 feet;

thence South 47°47'31" East, 150.16 feet;

thence 8.02 feet on the arc of a curve to the right having a radius of 100.00 feet, a central angle of 04°35'37", and a long chord which bears North 66°18'47" East, 8.02 feet;

thence North 68°36'36" East, 166.53 feet;

thence South 21°23'24" East, 28.22 feet;

thence 46.08 feet on the arc of a curve to the left having a radius of 100.00 feet, a central angle of 26°24'07", and a long chord which bears South 34°35'27" East, 45.67 feet;

thence South 47°47'31" East, 512.02 feet;



thence 169.79 feet on the arc of a curve to the left having a radius of 300.00 feet, a central angle of  $32^{\circ}25'39''$ , and a long chord which bears South  $64^{\circ}00'20''$  East, 167.53 feet;

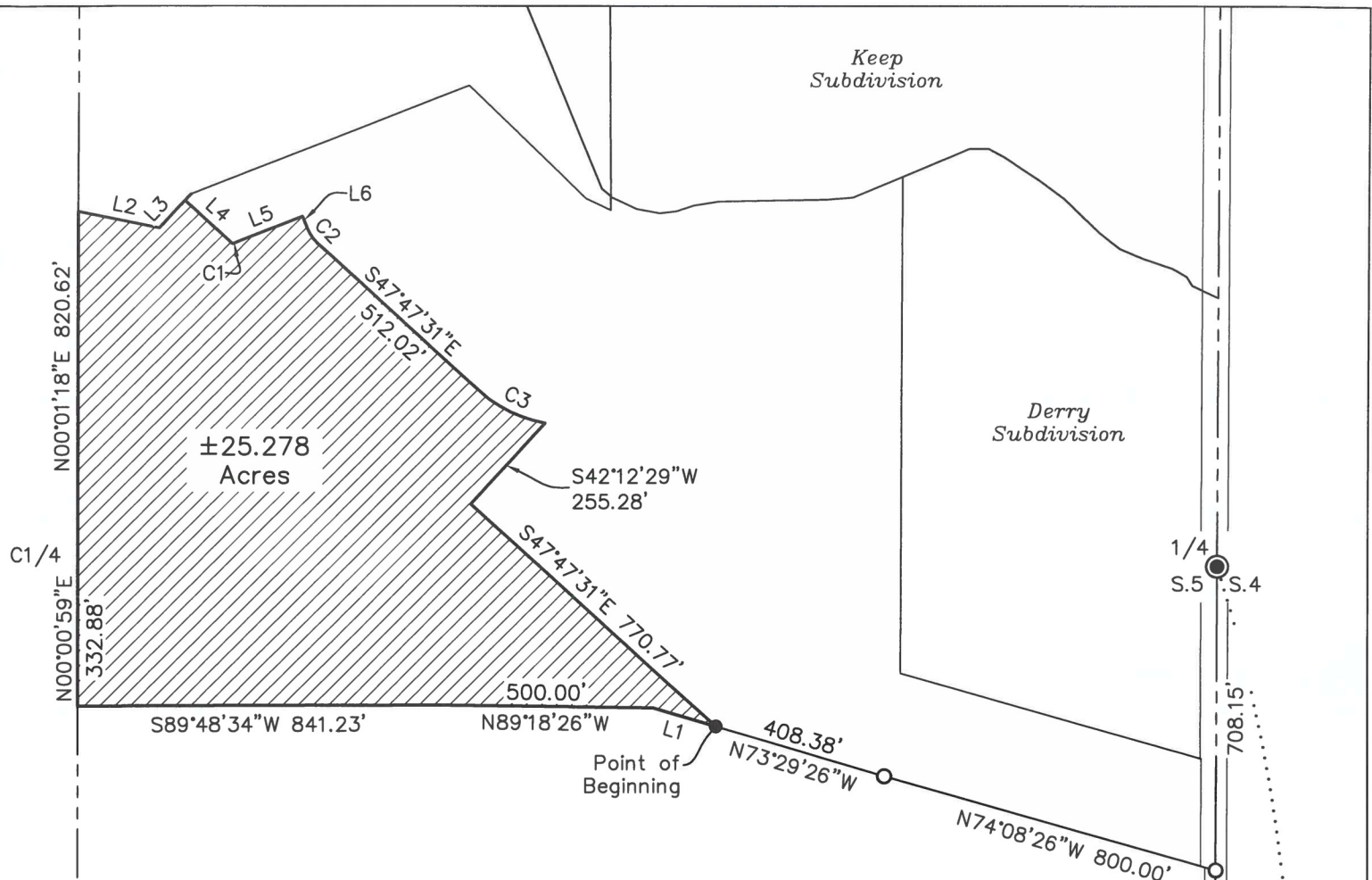
thence South  $42^{\circ}12'29''$  West, 255.28 feet;

thence South  $47^{\circ}47'31''$  East, 770.77 feet to the **POINT OF BEGINNING**.

Containing 25.278 acres, more or less.

End of Description.





Scale: 1"=400'

0 100 200 400 800

| Line Table |             |         |
|------------|-------------|---------|
| Line       | Bearing     | Length  |
| L1         | N73°29'26"W | 151.62' |
| L2         | S78°30'03"E | 191.66' |
| L3         | N43°00'19"E | 86.84'  |
| L4         | S47°47'31"E | 150.16' |
| L5         | N68°36'36"E | 166.53' |
| L6         | S21°23'24"E | 28.22'  |

| Curve Table |         |         |           |               |              |
|-------------|---------|---------|-----------|---------------|--------------|
| Curve       | Length  | Radius  | Delta     | Chord Bearing | Chord Length |
| C1          | 8.02'   | 100.00' | 4°35'37"  | N66°18'47"E   | 8.02'        |
| C2          | 46.08'  | 100.00' | 26°24'07" | S34°35'27"E   | 45.67'       |
| C3          | 169.79' | 300.00' | 32°25'39" | S64°00'20"E   | 167.53'      |

E. Columbia Rd.

S.5 S.4  
S.8 S.9

P:\Reveille Ridge (7355 Eagle Rd) 22-228\dwg\R-15 Zone Ex.dwg 9/8/2023 8:56:41 AM



**IDAHO  
SURVEY  
GROUP, LLC**

9955 W. EMERALD ST.  
BOISE, IDAHO 83704  
(208) 846-8570

Exhibit Drawing for  
**R-15 Zone**  
Reveille Ridge Subdivision

A parcel of land located in the S1/2 of the NE1/4 & the N1/2 of  
the SE1/4 of Section 5, T.2N., R.1E., B.M., Ada County, Idaho.

Job No.  
22-228-02

Sheet No.  
**1**

Dwg. Date  
9/8/2023

## EXHIBIT B

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



**In the Matter of the Request for Annexation of 59.97-Acres of Land with R-8 (34.69 acres) and R-15 (25.28 acres) Zoning Districts; and Preliminary Plat Consisting of 242 Building Lots and 38 Common Lots on 59.77-Acres of Land in the R-8 and R-15 Zoning Districts for Reveille Ridge Subdivision, by Bailey Engineering.**

**Case No(s). H-2023-0050**

**For the City Council Hearing Dates of: March 26, April 16, and May 7, 2024 (Findings on May 14, 2024)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of May 7, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of May 7, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of May 7, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of May 7, 2024, 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 May 7, 2024, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

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

1. The applicant's request for annexation and preliminary plat is hereby approved with the requirement of a development agreement per the provisions in the Staff Report for the hearing date of May 7, 2024, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Preliminary Plat Duration

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

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

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

##### Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of May 7, 2024

By action of the City Council at its regular meeting held on the 14th day of May, 2024.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED \_\_\_\_\_

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS

VOTED AYE

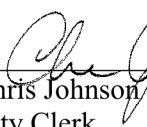
MAYOR ROBERT SIMISON  
(TIE BREAKER)

VOTED \_\_\_\_\_

  
\_\_\_\_\_  
Mayor Robert S. Simison 5-14-2024

By Elizabeth Strader, Vice President

Attest:

  
\_\_\_\_\_  
Chris Johnson  
City Clerk 5-14-2024

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

By:  \_\_\_\_\_ Dated: 5-14-2024  
City Clerk's Office

## STAFF REPORT

### COMMUNITY DEVELOPMENT DEPARTMENT



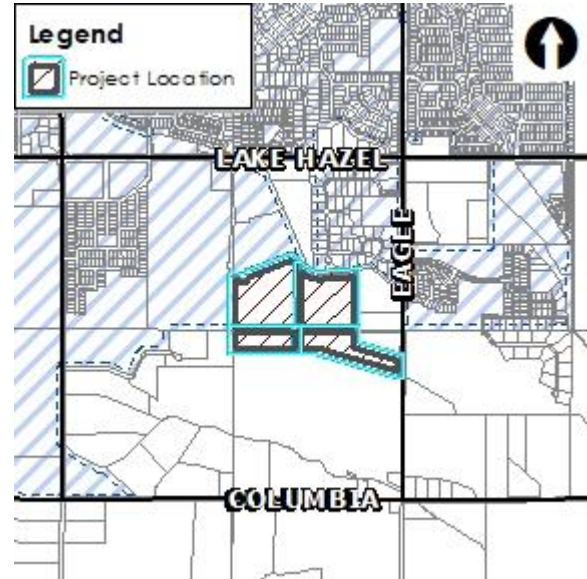
HEARING DATE: May 7, 2024  
Continued from: March 26, and April 16, 2024

TO: Mayor & City Council

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

SUBJECT: Reveille Ridge Subdivision – AZ, PP  
[H-2023-0050](#)

LOCATION: 7355 S. Eagle Rd., in the east ½ of Section 5, T.2N., R.1E. (Parcels: S1405417400, S1405142100, S1405427800 & S1405131500)



## I. PROJECT DESCRIPTION

Annexation of 59.97 acres of land with R-8 (34.69 acres) and R-15 (25.28 acres) zoning districts; and Preliminary Plat consisting of 246 building lots and 38 common lots on 59.77 acres of land in the R-8 and R-15 zoning districts for the Reveille Ridge Subdivision.

## II. SUMMARY OF REPORT

### A. Project Summary

| Description                                        | Details                                                                                      |
|----------------------------------------------------|----------------------------------------------------------------------------------------------|
| Acreage                                            | 59.77 acres                                                                                  |
| Future Land Use Designation                        | Low Density Residential (LDR) (31+/- acres) & Medium Density Residential (MDR) (28+/- acres) |
| Existing Land Use                                  | Rural residential/agricultural                                                               |
| Proposed Land Use(s)                               | Single-family detached/attached & townhome dwellings                                         |
| Current Zoning                                     | Rural Urban Transition (RUT) in Ada County                                                   |
| Proposed Zoning                                    | R-8 (Medium Density Residential) & R-15 (Medium-high Density Residential)                    |
| Lots (# and type; bldg/common)                     | 246 building/38 common                                                                       |
| Phasing plan (# of phases)                         | 4                                                                                            |
| Number of Residential Units (type of units)        | 170 single-family detached, 14 single-family attached, 62 townhome units                     |
| Density (gross & net)                              | 4.13 units/acre overall (gross) (2.96 units/acre in LDR; 5.3 units/acre in MDR)              |
| Open Space (acres, total [%] / buffer / qualified) | 11.78 acres (or 19.71%)                                                                      |

|                                                               |                                                                                                                                                                           |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amenities                                                     | Pathways, picnic areas, fitness stations.                                                                                                                                 |
| Physical Features (waterways, hazards, flood plain, hillside) | The Williams Northwest gas pipeline runs through this site within a 75' wide easement. The Farr Lateral runs along the northern boundary on the east portion of the site. |
| Neighborhood meeting date                                     | 6/15/23                                                                                                                                                                   |
| History (previous approvals)                                  | None                                                                                                                                                                      |

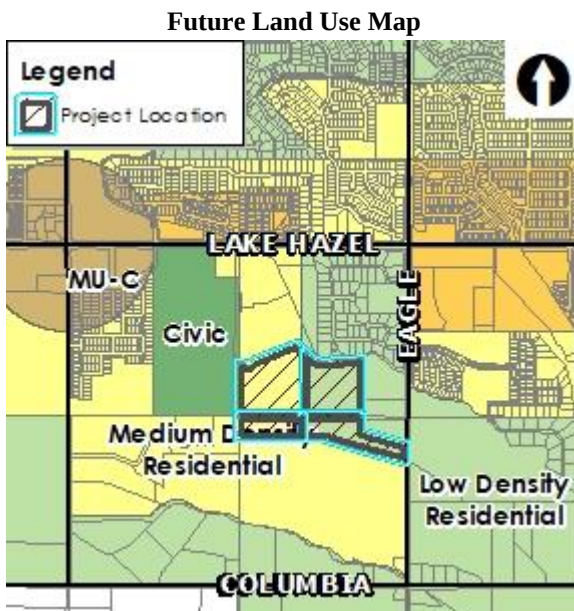
## B. Community Metrics

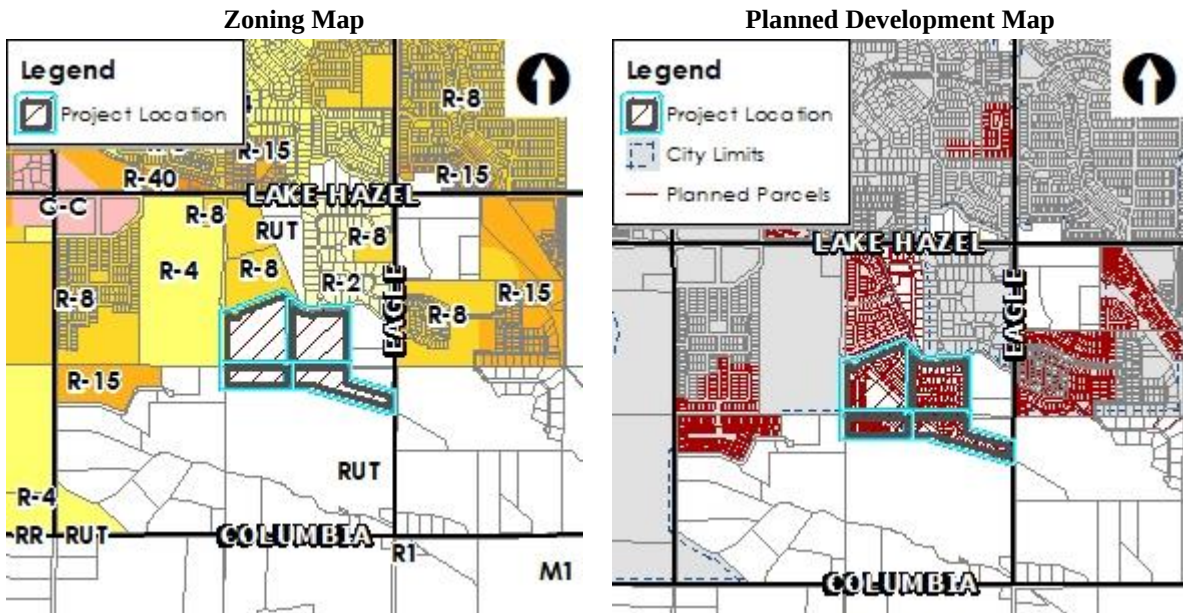
| Description                                | Details                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ada County Highway District                |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| • Staff report (yes/no)                    | Not yet                                                                                                                                                                                                                                                                                                                                                                                                                               |
| • Requires ACHD Commission Action (yes/no) | No                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| • TIS (yes/no)                             | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| • Level of Service (LOS)                   | Eagle Road south of Lake Hazel Road is operating at a LOS of better than "D" according to the TIS.                                                                                                                                                                                                                                                                                                                                    |
| • Existing Conditions                      | There is one driveway serving the existing home via S. Eagle Rd., a 2-lane roadway                                                                                                                                                                                                                                                                                                                                                    |
| • CIP/IFYWP                                | No improvements planned directly abutting the site. Lake Hazel Rd. is scheduled in the IFYWP to be widened to 5-lanes from Locust Grove to Eagle Rd. in 2024 and to 5-lanes from Eagle to Cloverdale Rd. in 2025. The intersection of Lake Hazel & Eagle Rd. is scheduled in the IFYWP to be widened to 5-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 3-lanes on the west leg to be reconstructed in 2024. |

|                                                                     |                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed) | One (1) access is proposed via S. Eagle Rd., a residential arterial street. A north/south and an east/west collector street are proposed. Several stub streets are proposed to adjacent properties for future extension and interconnectivity. |
| Proposed Road Improvements                                          | No funded improvements and no planned improvements.                                                                                                                                                                                            |
| Fire Service                                                        |                                                                                                                                                                                                                                                |
| • Distance to Fire Station                                          | 1.0 mile from Station 7                                                                                                                                                                                                                        |
| • Fire Response Time                                                | Project falls in an area where the FD doesn't have total response times for an effective firefighting force that meet NFPA 1710 standards or current City adopted standards.                                                                   |
| • Resource Reliability                                              | Unknown for Station 7 as it just opened; 77% for Station 4, which doesn't meet the 80% goal                                                                                                                                                    |
| • Risk Identification                                               | 2 (current resources would not be adequate to supply service to this project)                                                                                                                                                                  |
| • Accessibility                                                     | Meets all requirements                                                                                                                                                                                                                         |
| • Special/resource needs                                            | Will require an aerial device; can meet this need                                                                                                                                                                                              |
| • Water Supply                                                      | 1,000 gallons/minute for one hour                                                                                                                                                                                                              |
| • Other Resources                                                   |                                                                                                                                                                                                                                                |
| Police Service                                                      | No comments received                                                                                                                                                                                                                           |
| School District(s)                                                  | No comments received                                                                                                                                                                                                                           |
| Wastewater                                                          |                                                                                                                                                                                                                                                |
| • Distance to Sewer Services                                        |                                                                                                                                                                                                                                                |
| • Sewer Shed                                                        |                                                                                                                                                                                                                                                |
| • Estimated Project Sewer ERU's                                     | See application                                                                                                                                                                                                                                |

|                                                        |                                                                           |
|--------------------------------------------------------|---------------------------------------------------------------------------|
| • WRRF Declining Balance                               |                                                                           |
| • Project Consistent with WW Master Plan/Facility Plan | Yes                                                                       |
| • Impacts/Concerns                                     | Flow is committed. See Public Works Site Specific Conditions              |
| Water                                                  |                                                                           |
| • Distance to Services                                 | Water available at site.                                                  |
| • Pressure Zone                                        | 5                                                                         |
| • Estimated Project Water ERU's                        | See application                                                           |
| • Water Quality Concerns                               | None                                                                      |
| • Project Consistent with Water Master Plan            | Yes                                                                       |
| • Impacts/Concerns                                     | See Public Works Site Specific Conditions in Section IX.B of this report. |

### C. Project Maps





### III. APPLICANT INFORMATION

A. Applicant:

Judy Schmidt, Bailey Engineering – 1119 E. State St., #210, Eagle, ID 83616

B. Owners:

Endurance Holdings, LLC – 1977 E. Overland Rd., Meridian, ID 83642

C. Representative:

Shawn Brownlee, Trilogy Development – 9839 W. Cable Car St., Ste. 101, Boise, ID 83709

### IV. NOTICING

|                                                               | Planning & Zoning<br>Posting Date | City Council<br>Posting Date |
|---------------------------------------------------------------|-----------------------------------|------------------------------|
| Newspaper notification published in newspaper                 | 1/30/2024                         | 3/10/2024; 4/21/2024         |
| Radius notification mailed to property owners within 300 feet | 1/26/2024                         | 3/1/2024                     |
| Public hearing notice sign posted on site                     | 1/24/2024                         | 3/12/2024                    |
| Nextdoor posting                                              | 1/30/2024                         | 3/4/2024; 4/9/2024           |

*Note: This project was continued to the May 7<sup>th</sup> City Council hearing in order to notice the Kuna School District, who was inadvertently not included in the previous transmittals, and provide an opportunity for comment.*

### V. COMPREHENSIVE PLAN ANALYSIS

**FUTURE LAND USE:** Approximately 31-acres of the eastern portion of this property is designated Low Density Residential (LDR) and approximately 28-acres of the western portion is designated Medium Density

Residential (MDR) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#) (see map above in Section II.C).

The LDR allows for the development of single-family homes on large and estate lots at gross densities of three dwelling units or less per acre. These areas often transition between existing rural residential and urban properties. Developments need to respect agricultural heritage and resources, recognize view sheds and open spaces, and maintain or improve the overall atmosphere of the area. The use of open spaces, parks, trails, and other appropriate means should enhance the character of the area. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

The MDR designation allows for dwelling units at gross densities of 3 to 8 dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

**TRANSPORTATION:** ACHD's Master Street Map (MSM) depicts an east/west collector street across this property from S. Eagle Rd. to the west property boundary and a north/south collector street along the west boundary of the site. This property is within the area governed by the South Meridian Transportation Plan. No improvements are planned directly abutting the site in the CIP or IFYWP. Lake Hazel Rd. is scheduled in the IFYWP to be widened to 5-lanes from Locust Grove to Eagle Rd. in 2024 and to 5-lanes from Eagle to Cloverdale Rd. in 2025. The intersection of Lake Hazel & Eagle Rd. is scheduled in the IFYWP to be widened to 5-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 3-lanes on the west leg to be reconstructed in 2024.

**PROPOSED USE:** The subject property is proposed to develop with a mix of single-family residential detached and attached dwellings and townhome dwellings at a gross overall density of 4.13 units per acre (2.96 units/acre in LDR and 5.30 units/acre in MDR) consistent with the density desired in the Comprehensive Plan for this area.

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

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

*The proposed single-family attached and detached dwellings and townhome dwellings will provide a mix of housing types to meet the needs, preferences and financial capabilities of present and future residents in the City as desired.*

- “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)

*The proposed site design with smaller lot sizes abutting similar size lots to the north planned in Vertex Subdivision and to the west adjacent to Discovery Park, a 75-acre City park, and MDR designated property to the west and south; and larger lots abutting similar size lots to the north in The Keep Subdivision and to LDR designated property to the east will provide a good transition in density and lot sizes to existing and future development.*

- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)

*The proposed residential uses and site layout should minimize conflicts and maximize use of land.*

- “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.” (3.03.03A)

*The proposed development will connect to City water and sewer systems with development of the subdivision; services are required to be provided to and through this development in accord with current City plans.*

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

*A 10’ wide multi-use pathway is proposed through the site from the south to the north boundary within the Williams Pipeline easement and a 5’ wide pathway is proposed along the Farr Lateral on the northeast portion of the site, which should be widened to 10’ in accord with the Pathways Master Plan. Other micro paths and internal pathways are proposed for pedestrian connectivity within the development.*

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

*Urban sewer and water infrastructure and curb, gutter and sidewalks are required to be provided with development of the subdivision.*

- “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.”

*With redevelopment of the site, the septic system for the existing home should be abandoned.*

- “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 is currently one (1) access driveway via S. Eagle Rd. for this property, which will be replaced by a collector street that will extend to the west boundary of the site for future extension. Another north/south collector street is proposed along the west boundary of the site for future extension to the north and south. These collector streets should increase connectivity in this area and distribute traffic from the arterial street. Stub streets are proposed to adjacent properties to the north fronting on S. Eagle Rd., which should reduce access points to the arterial street in the future.*

## **VI. STAFF ANALYSIS**

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

The Applicant proposes to annex 59.97 acres of land with R-8 (34.69-acres) and R-15 (25.28-acres) zoning districts and develop the site with a mix of single-family attached and detached and townhome dwellings at densities consistent with the underlying LDR and MDR FLUM designations as discussed above in Section V.

A legal description and exhibit map for the overall annexation area is included in Section VIII.A along with individual legal descriptions and exhibit maps for individual zones. This property is within the City’s Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 246 building lots and associated common area and public streets (see Section VIII).

Single-family attached and detached and townhouse dwellings are listed as a principal permitted use in both the R-8 and R-15 zoning districts per UDC [Table 11-2A-2](#).

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

## **B. PRELIMINARY PLAT (PP):**

The proposed preliminary plat consists of 246 building lots and 38 common lots on 59.77 acres of land in the proposed R-8 and R-15 zoning districts as shown on the preliminary plat in Section VIII.B. A mix of front- and alley-loaded single-family detached (170), single-family attached (14) and townhomes (62) are proposed. Building lots range in size from 2,600 square feet (s.f.) (or 0.6-acre) to 14,798 s.f. (or 0.34-acre).

**Phasing Plan:** The subdivision is proposed to develop in four (4) phases per the phasing plan in Section VIII.B. The first phase is located along the southern boundary of the site and includes construction of all of the collector streets within the site. The second phase is the northeast portion of the development. The third phase is centrally located and contains the pond and most of the common open space for the development, including the linear open space in the Williams Pipeline easement. The fourth phase is the northwest portion of the development. **Staff recommends the phasing plan is revised to switch Phases 2 and 3 so the open space is provided in an earlier phase for the enjoyment of residents.** *The phasing plan has been revised as recommended.*

**Existing Structures/Site Improvements:** There is an existing home and several other structures on the property that are not being retained that are required to be removed prior to submittal of the final plat for City Engineer's signature. There is also an existing driveway via S. Eagle Rd. that will be replaced with a public street.

**Dimensional Standards (UDC 11-2):** The proposed plat and future development is subject to the dimensional standards listed in UDC Table [11-2A-6](#) for the R-8 zoning district and Table [11-2A-7](#) for the R-15 zoning district, as applicable. **Zero (0) setbacks should be depicted on the plat where single-family attached and townhome structures are proposed to span across lot lines where no easements will exist. Note: Street setbacks are measured from back of sidewalk, which will affect building placement on lots along collector streets.**

**Subdivision Design & Improvement Standards:** The proposed subdivision is required to comply with the design and improvement standards listed in UDC [11-6C-3](#), including those for streets and alleys.

**Product Type:** A mix of single-family attached and detached and townhome dwellings are proposed to develop on the site as shown on the exhibit map in Section VIII.

**Access:** Public streets and alleys and a common driveway are proposed for access within the development. Two (2) collector streets are proposed in accord with ACHD's Master Street Map as noted above in Section V. Homes fronting on the collector streets do not have access from the collector streets. Public stub streets are proposed to adjacent properties to the northeast, north, west and south for future interconnectivity and to reduce future access points on S. Eagle Rd., in accord with UDC [11-3A-3A.3](#).

A common driveway is proposed on Lot 51, Block 16 for access to Lots 52-54, Block 16; compliance with the standards listed in UDC [11-6C-3D](#) for such is required. **A perpetual ingress/egress is required as a note on a recorded final plat or a separate recorded easement. The easement or plat note shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and**

**equipment.** A common driveway exhibit that demonstrates compliance with the R-15 dimensional standards is included in Section VIII.F; **future development of these lots should be consistent with this exhibit. Fencing is required along Lot 51, Block 16 to distinguish common from private areas as set forth in UDC [11-3A-7A.7a](#). A 5-foot wide landscape buffer planted with shrubs, lawn or other vegetative groundcover should be provided along the southwest side of the common driveway on Lot 51, Block 16 in accord with UDC [11-6C-3D.5](#).**

**Pathways:** All pathways should be constructed in accord with the standards listed in UDC [11-3A-8](#). A 10' wide multi-use pathway is required within the Williams Pipeline easement and along the south side of the Farr Lateral in a 14-foot wide public pedestrian easement in accord with the Pathways Master Plan. Other pathways are proposed throughout the site for internal pedestrian connectivity. **The 10-foot wide multi-use pathway within the Williams Pipeline easement should be extended through Lot 1, Block 14 for future extension to the south. The 10-foot wide multi-use pathway along the Farr Lateral in Lot 16, Block 2 should also be extended to the northwest to connect to the multi-use pathway in Vertex Subdivision to the north. In order to provide connectivity between the multi-use pathways within the site, Staff recommends a 10-foot wide sidewalk is provided along Taps to between the Williams pipeline pathway and the Farr Lateral pathway.**

**Sidewalks/Parkways (11-3A-17):** For public safety, Staff recommends 10-foot wide detached sidewalks are provided along all collector and arterial streets within and adjacent to the site; parkways should comply with the standards listed in UDC [11-3A-17](#). The plat and landscape plan, should be revised accordingly.

**Landscaping:** A minimum 25-foot wide street buffer is required along S. Eagle Rd., an arterial street, measured from *ultimate* back of curb location; and 20-foot wide street buffers are required along E. Vantage Pointe and St L, collector streets, per UDC Tables [11-2A-6](#) and [11-2A-7](#). **The buffer along E. Vantage Pointe on Blocks 12 and 15 needs to be fully landscaped, including the area on the back side of the sidewalk. Landscaping is required within the street buffers and parkways in accord with the standards listed in UDC [11-3B-7C.3](#); the landscape plan should be revised to include a mix of landscaping materials and a calculations table that demonstrates compliance with the standards. All street buffers should be in a common lot or on a permanent dedicated buffer easement maintained by the property owner or homeowner's association; street buffers should be depicted on the plat accordingly and labeled as such.**

**Landscaping, including trees and shrubs, should be depicted on the landscape plan within the 5' wide landscape strip on each side of all pathways as set forth in UDC [11-3B-12C](#). Note: Alternative compliance may be requested for the trees along the pathway in the Williams pipeline easement as set forth in UDC [11-5B-5](#).**

**There are several existing trees on the site – where possible, existing trees should be retained. Mitigation is required in accord with the standards listed in UDC [11-3B-10C.5](#); calculations demonstrating compliance with the aforementioned standards should be depicted on the landscape plan.**

**Common Open Space & Site Amenities (UDC [11-3G-3](#)):** A minimum of 15% (or 8.97-acres) common open space is required to be provided in the R-8 and R-15 zoning districts per UDC [Table 11-3G-3](#). Open space areas are required to comply with the quality standards listed in UDC [11-3G-3A.2](#). The qualifications for open space are outlined in UDC [11-3G-3B](#).

An open space exhibit was submitted as shown in Section VIII.D that depicts common open space totaling 14.79-acres (or 24.74%); qualified open space consists of 11.77-acres (or 19.69%), exceeding the minimum standard. Qualified areas consist of open grassy areas of at least 5,000 square feet in area, linear open space, a pond with site amenities (i.e. picnic areas), and active and passive open spaces.

Based on 59.77-acres of development area, a minimum of 12 site amenity points is required to be provided. For projects such as this that are over 40-acres in size, multiple amenities are required from each of the categories listed in UDC [Table 11-3G-4](#). The Applicant proposes amenities in accord with the minimum standards from each of the required categories, as follows:

| Type                 | Description                  | Points    |
|----------------------|------------------------------|-----------|
| Quality of Life      | Picnic Areas (3)             | 6         |
| Pedestrian Amenities | Multiuse Pathways (.5 miles) | 2         |
| Quality of Life      | Fitness Course (6 stations)  | 2         |
| Recreation Activity  | Tot Lot                      | 1         |
| Multi-modal          | Bike Repair Station          | 1         |
| <b>Total</b>         |                              | <b>12</b> |

**The proposed amenities should comply with the associated standards listed in UDC 11-3G-4C, D, E and F.**

**Open Water Pond:** An open water pond exists on the site that is proposed to remain on Lot 1, Block 16. **The pond is required to have recirculated water and be maintained such that it does not become a mosquito breeding ground as set forth in UDC [11-3G-3B.6](#).**

**Parking:** Off-street parking is required to be provided for each home based on the total number of bedrooms per unit as set forth in UDC [Table 11-3C-6](#). Two (2) off-street parking areas with a total of 16 parking spaces are proposed on Lots 20 and 80, Block 16.

**Williams Pipeline:** The Williams Northwest Gas Pipeline crosses this site within a 75-foot wide easement contained in common lots as depicted on the preliminary plat. Any development and/or improvements within the easement should comply with the Williams Developer's Handbook.

**Waterways:** The Farr Lateral exists along the eastern portion of the northern boundary of the site within a 55-foot wide easement (25-feet on the north side and 30-feet on the south side of the lateral's centerline).

All irrigation ditches and laterals crossing this site that aren't being improved as a water amenity or linear open space as defined in UDC 11-1A-1 are required to be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#), unless otherwise waived by City Council. **The Applicant requests a waiver from Council to leave the Farr Lateral open and not pipe it as allowed in UDC 11-3A-6B.3a. To preserve public safety, the Applicant proposes to construct a 6' tall wrought iron fence along the northern boundary of Lot 16, Block 2 outside of the Boise Project Board of Control's easement in accord with UDC [11-3A-6C](#) and the Pathways Master Plan.**

**Fencing:** All fencing is required to comply with the standards listed in UDC [11-3A-6C](#) and [11-3A-7](#), as applicable. The landscape plan depicts a mix of 6' tall vinyl privacy fencing and 5' tall wrought iron fencing.

**Because there is a common lot with a pathway planned in Vertex Subdivision along the northern boundary of the site, Staff recommends the fencing in this location is changed to 5' tall wrought iron fencing to match that on the north side of the pathway and that proposed on this site to the east along the Farr Lateral in accord with UDC [11-3A-7A.7b](#).**

**Utilities (UDC [11-3A-21](#)):** Connection to City water and sewer services is required in accord with UDC 11-3A-21. Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances. A pressure reducing station is proposed on Lot 1, Block 19.

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

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

**Building Elevations:** Several conceptual building elevations of 1- and 2-story single-family detached, attached and townhome dwellings were submitted as shown in Section VIII.E. Building materials consist of a variety of horizontal and vertical siding and stucco with stone/brick veneer accents.

**Because homes on lots that face collector (E. Vantage Pointe & St L) and arterial (S. Eagle Rd.) will be highly visible, Staff recommends the rear and/or sides of structures facing these streets incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets.**

Design review is required for all single-family attached and townhome structures; design review is not required for single-family detached structures.

## VII. DECISION

### A. Staff:

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

### B. The Meridian Planning & Zoning Commission heard these items on February 15<sup>th</sup>. At the public hearing, the Commission moved to recommend approval of the subject AZ and PP requests.

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

- a. In favor: David Bailey, Bailey Engineering (Applicant's Representative)
- b. In opposition: Dave White, Jeff Luckey, Brian Miller, Jarron Langston, Craig Smith, Carrie Miller, Matthew Pond
- c. Commenting: None
- d. Written testimony: Kelli Black, Bailey Engineering (Applicant's Representative) – in agreement with staff report; and several letters of opposition from the public (see public record).
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

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

- a. Opinion the proposed density is too high for this development with existing infrastructure constraints;
- b. Concern pertaining to safety of roads in the immediate area;
- c. Request for a better transition in lot sizes to adjacent properties.

#### 3. Key issue(s) of discussion by Commission:

- a. Would like to see a better transition in lot sizes to adjacent existing properties, especially to The Keep to the north.

#### 4. Commission change(s) to Staff recommendation:

- a. None

#### 5. Outstanding issue(s) for City Council:

- a. The Applicant requests City Council approval of a waiver to UDC 11-3A-6B.3a to leave the Farr Lateral open and not pipe it as allowed in UDC 11-3A-6B.3a. To preserve public safety, the Applicant proposes to construct a 6' tall wrought iron fence along the

b. The Commission requested the City Council review the transition of the proposed R-8 zoned lots to the existing R-2 lots in The Keep subdivision along the Farr Lateral and decide if the proposed transition is in the best interest of the City.

1. Summary of the City Council public hearing:

b. In opposition: None

d. Written testimony: Craig Smith; Kelli Wilkins

f. Other Staff commenting on application: None

a. Letter from Craig Smith – Request for a better transition (i.e. larger/fewer lots) abutting his 5-acre property to the east of the site similar to that discussed to The Keep to the north:

c. Concern pertaining to the proposed density (too high), not enough transition in lot sizes to existing lots in The Keep subdivision, concern to pertaining to existing roads not being adequate to serve the development;

d. Testimony from Whitney Smith, requesting retention of the existing berm and trees along the east boundary of the site adjacent to her property and a better transition in lot sizes (i.e. 2:1 or less).

e. Testimony was provided from Robbie Reno, Kuna School District, that their elementary and high schools are currently over capacity and concern pertaining to serving additional students due to a recent bond failure to increase capacity.

f. Concern pertaining to impacts on area schools due to lack of capacity and impact on area roadways from traffic generated from the proposed development;

g. Opinion the proposed development is too high of density for this area.

a. Lot transitions, safety for children with retention of the existing pond and impact on area schools.

a. The Council approved the Applicant's request for a waiver to leave the Farr Lateral open and not pipe it.

## VIII. EXHIBITS

### A. Annexation Legal Description and Exhibit Map

Description for  
**Annexation**  
September 8, 2023

A parcel of land located in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 4 and 5, T.2N., R.1E., B.M., from which the Section corner common to Sections 4, 5, 8 and 9, T.2N., R.1E., B.M., bears South 00°12'47" West, 2653.27; thence on the east boundary line of said Section 5, South 00°12'47" West, 458.11 feet to the **POINT OF BEGINNING**;

thence continuing, South 00°12'47" West, 250.04 feet;

thence leaving said east boundary line, North 74°08'26" West, 800.00 feet;

thence North 73°29'26" West, 560.00 feet;

thence North 89°18'26" West, 500.00 feet;

thence South 89°48'34" West, 841.23 feet to the north-south centerline of said Section 5;

thence on said north-south centerline, North 00°00'59" East, 332.88 feet to the Center 1/4 corner of said Section 5;

thence continuing on said north-south centerline, North 00°01'18" East, 820.62 feet;

thence leaving said north-south centerline, South 78°30'03" East, 191.66 feet;

thence North 43°00'19" East, 108.41 feet;

thence North 68°36'36" East, 694.84 feet;

thence South 46°02'32" East, 379.56 feet;

thence South 64°59'21" East, 64.51 feet;

thence North 00°23'06" West, 30.48 feet to the Southwest corner of Keep Subdivision as filled in Book 119 of Plats at Pages 18374 through 18379, records of Ada County, Idaho;

thence on the south boundary line of said Keep Subdivision the following eight (8) courses and distances:

South 64°48'10" East, 66.24 feet;

South 79°33'09" East, 55.80 feet;



North 82°37'38" East, 39.29 feet;

North 71°27'43" East, 41.47 feet;

North 80°45'02" East, 58.56 feet;

North 88°58'42" East, 252.30 feet;

North 85°38'16" East, 60.03 feet;

North 67°03'39" East, 125.97 feet to the northwest corner of Derry  
Subdivision as filled in Book 108 of Plats at Pages 15160 and 15161,  
records of Ada County, Idaho;

thence South 00°13'22" West, 1157.89 feet to the southwest corner of said  
Derry Subdivision

thence on the south boundary line of said Derry Subdivision and the easterly  
prolongation of, South 74°08'45" East, 762.45 feet to the **POINT OF BEGINNING**.

Containing 59.969 acres, more or less.

End of Description.





Description for  
**R-8 Zone**  
September 8, 2023

A parcel of land located in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 4 and 5, T.2N., R.1E., B.M., from which the Section corner common to Sections 4, 5, 8 and 9, T.2N., R.1E., B.M., bears South 00°12'47" West, 2653.27; thence on the east boundary line of said Section 5, South 00°12'47" West, 458.11 feet to the **POINT OF BEGINNING**;

thence continuing, South 00°12'47" West, 250.04 feet;

thence leaving said east boundary line, North 74°08'26" West, 800.00 feet;

thence North 73°29'26" West, 408.38 feet;

thence North 47°47'31" West, 770.77 feet;

thence North 42°12'29" East, 255.28 feet;

thence 169.79 feet on the arc of a curve to the right having a radius of 300.00 feet, a central angle of 32°25'39", and a long chord which bears North 64°00'20" West, 167.53 feet;

thence North 47°47'31" West, 512.02 feet;

thence 46.08 feet on the arc of a curve to the right having a radius of 100.00 feet, a central angle of 26°24'07", and a long chord which bears North 34°35'27" West, 45.67 feet;

thence North 21°23'24" West, 28.22 feet;

thence South 68°36'36" West, 166.53 feet;

thence 8.02 feet on the arc of a curve to the left having a radius of 100.00 feet, a central angle of 04°35'37", and a long chord which bears South 66°18'47" West, 8.02 feet;

thence North 47°47'31" West, 150.16 feet;

thence North 43°00'19" East, 21.57 feet;

thence North 68°36'36" East, 694.84 feet;

thence South 46°02'32" East, 379.56 feet;

thence South 64°59'21" East, 64.51 feet;



thence North 00°23'06" West, 30.48 feet to the Southwest corner of Keep Subdivision as filled in Book 119 of Plats at Pages 18374 through 18379, records of Ada County, Idaho;

thence on the south boundary line of said Keep Subdivision the following eight (8) courses and distances:

South 64°48'10" East, 66.24 feet;

South 79°33'09" East, 55.80 feet;

North 82°37'38" East, 39.29 feet;

North 71°27'43" East, 41.47 feet;

North 80°45'02" East, 58.56 feet;

North 88°58'42" East, 252.30 feet;

North 85°38'16" East, 60.03 feet;

North 67°03'39" East, 125.97 feet to the northwest corner of Derry Subdivision as filled in Book 108 of Plats at Pages 15160 and 15161, records of Ada County, Idaho;

thence South 00°13'22" West, 1157.89 feet to the southwest corner of said Derry Subdivision

thence on the south boundary line of said Derry Subdivision and the easterly prolongation of, South 74°08'45" East, 762.45 feet to the **POINT OF BEGINNING**.

Containing 34.691 acres, more or less.

End of Description.





Description for  
**R-15 Zone**  
September 8, 2023

A parcel of land located in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 4 and 5, T.2N., R.1E., B.M., from which the Section corner common to Sections 4, 5, 8 and 9, T.2N., R.1E., B.M., bears South 00°12'47" West, 2653.27; thence on the east boundary line of said Section 5, South 00°12'47" West, 708.15 feet; thence leaving said east boundary line, North 74°08'26" West, 800.00 feet; thence North 73°29'26" West, 408.38 feet to the **POINT OF BEGINNING**;

thence North 73°29'26" West, 151.62 feet

thence North 89°18'26" West, 500.00 feet;

thence South 89°48'34" West, 841.23 feet to the north-south centerline of said Section 5;

thence on said north-south centerline, North 00°00'59" East, 332.88 feet to the Center 1/4 corner of said Section 5;

thence continuing on said north-south centerline, North 00°01'18" East, 820.62 feet;

thence leaving said north-south centerline, South 78°30'03" East, 191.66 feet;

thence North 43°00'19" East, 86.84 feet;

thence South 47°47'31" East, 150.16 feet;

thence 8.02 feet on the arc of a curve to the right having a radius of 100.00 feet, a central angle of 04°35'37", and a long chord which bears North 66°18'47" East, 8.02 feet;

thence North 68°36'36" East, 166.53 feet;

thence South 21°23'24" East, 28.22 feet;

thence 46.08 feet on the arc of a curve to the left having a radius of 100.00 feet, a central angle of 26°24'07", and a long chord which bears South 34°35'27" East, 45.67 feet;

thence South 47°47'31" East, 512.02 feet;



thence 169.79 feet on the arc of a curve to the left having a radius of 300.00 feet, a central angle of  $32^{\circ}25'39''$ , and a long chord which bears South  $64^{\circ}00'20''$  East, 167.53 feet;

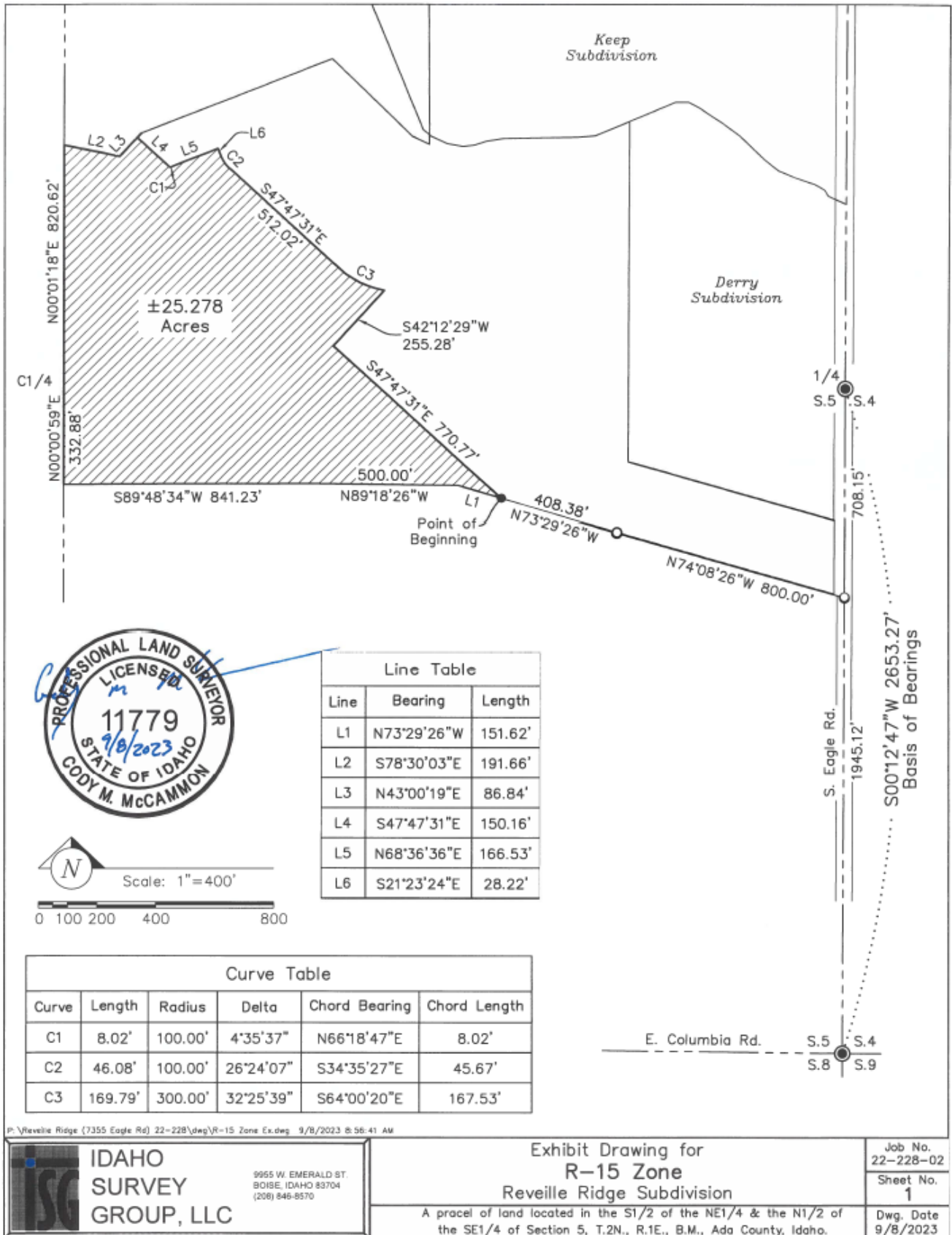
thence South  $42^{\circ}12'29''$  West, 255.28 feet;

thence South  $47^{\circ}47'31''$  East, 770.77 feet to the **POINT OF BEGINNING**.

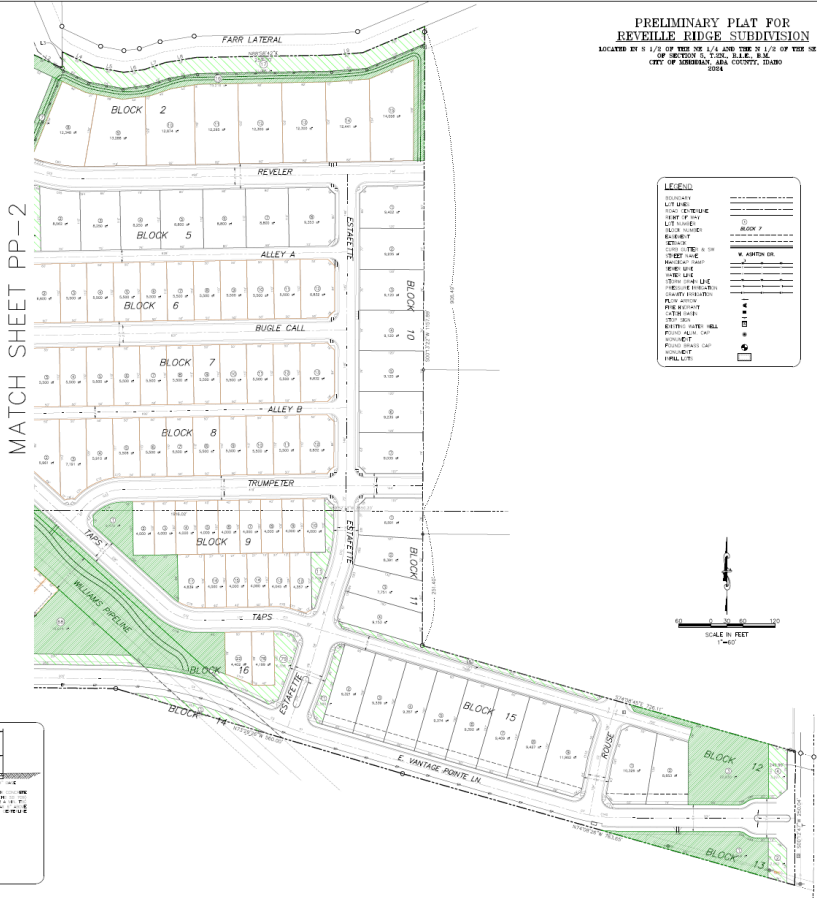
Containing 25.278 acres, more or less.

End of Description.





[illegible]





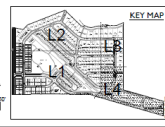
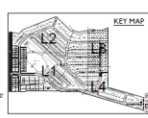
C. Landscape Plan (dated: 12/12/2023)

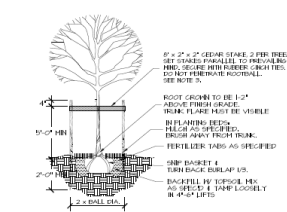


**REVEILLE RIDGE SUBDIVISION**  
PRELIMINARY PLAT LANDSCAPE PLAN  
MERIDIAN, ID



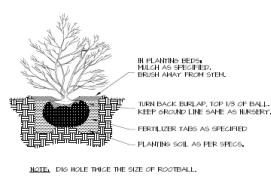




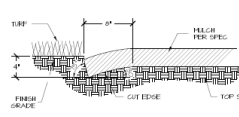


1. REMOVE ALL THIRDS, ROOTS, OR BRANCHES FROM ALL TRUNKS.
2. REMOVE BURLAP AND HIRE BAGGERS FROM THE TOP US OF ALL ROOT BALLS AFTER PLANTING. IF CONTAINERS, REMOVAL IS TO BE USED IT MUST BE COMPLETELY REMOVED.
3. STAKING OF TREES TO BE THE CONTRACTOR'S OBLIGATION. THE CONTRACTOR IS RESPONSIBLE TO MAKE SURE THAT ALL TREES ARE PLANTED STRAIGHT AND REMAIN STRAIGHT FOR A MIN. 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE 1 YEAR WARRANTY PERIOD.
4. TREES PLANTED IN TURF AREAS REMOVE TURF 12" DIA. FROM TREE TRUNK.

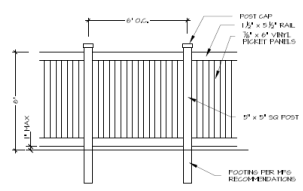
1 TREE PLANTING/STAKING NOT TO SCALE



2 SHRUB PLANTING NOT TO SCALE

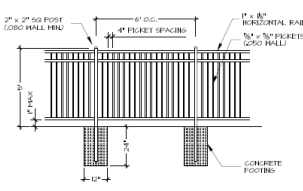


3 PLANTER CUT BED EDGE NOT TO SCALE



1. FENCE TO STEP DOWN TO 3" HEIGHT 20" FROM RAIL.
2. VINYL FENCE STYLE MAY VARY SLIGHTLY.

4 VINYL PRIVACY FENCE NOT TO SCALE



1. FENCE TO STEP DOWN TO 3" HEIGHT 20" FROM RAIL.
2. IRON FENCE STYLE MAY VARY SLIGHTLY. ALL GALVANIZED 4" POSTS REQUIRED TO BE BLACK.

5 IRON FENCE NOT TO SCALE

## LANDSCAPE CALCULATIONS

| LOCATION                          | BUYER REQ'D | LANDSC             | REQUIRED  | PROVIDED  |
|-----------------------------------|-------------|--------------------|-----------|-----------|
| SITE                              | 20'         | 1000' 35'          | 24 TREES  | 45 TREES  |
| SEASIDE ROAD                      | 35'         | 150' 35'           | 4 TREES   | 0 TREES   |
| PAVED COMMON OPEN SPACE           |             | 472,650 SF / 5000' | 48 TREES  | 265 TREES |
| TOTAL NUMBER OF PLANTING TREES    |             |                    | 76 TREES  | 54 TREES  |
| TOTAL NUMBER OF COMMON AREA TREES |             |                    | 92 TREES  | 265 TREES |
| TOTAL NUMBER OF TREES             |             |                    | 168 TREES | 344 TREES |

TREES PROVIDED ABOVE THOSE REQUIRED TO BE USED TOWARD INTEGRATION REQUIREMENTS.  
26 TREES x 2' = 432 GAL. TREES TOWARD INTEGRATION.

## PLANT PALETTE

| SYM                              | COMMON NAME          | BOTANICAL NAME       | SIZE       |
|----------------------------------|----------------------|----------------------|------------|
| <b>RECOMMENDED TREES</b>         |                      |                      |            |
|                                  | FRAX AMERICANA WOODS | FRAX AMERICANA WOODS | 6-8" DBH   |
|                                  | QUERCUS ALBA         | QUERCUS ALBA         | 6-8" DBH   |
|                                  | QUERCUS PRINCEPIS    | QUERCUS PRINCEPIS    | 6-8" DBH   |
|                                  | QUERCUS ROBUR        | QUERCUS ROBUR        | 6-8" DBH   |
| <b>SINGLE TREES CLASS III</b>    |                      |                      |            |
|                                  | REDBUD               | REDBUD               | 2" CAL DBH |
|                                  | REDBUD               | REDBUD               | 2" CAL DBH |
| <b>SHRUBS/TREES CLASS III</b>    |                      |                      |            |
|                                  | AGAVE                | AGAVE                | 2" CAL DBH |
|                                  | AGAVE                | AGAVE                | 2" CAL DBH |
|                                  | AGAVE                | AGAVE                | 2" CAL DBH |
|                                  | AGAVE                | AGAVE                | 2" CAL DBH |
|                                  | AGAVE                | AGAVE                | 2" CAL DBH |
| <b>ORNAMENTAL TREES CLASS II</b> |                      |                      |            |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
| <b>ORNAMENTAL TREES CLASS I</b>  |                      |                      |            |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
| <b>ORNAMENTAL TREES CLASS I</b>  |                      |                      |            |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |
|                                  | FLAME TREE           | FLAME TREE           | 6-8" DBH   |

NOTES:  
1. ALL PLANTING AREAS TO BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.  
2. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STREET DRIVEWAY, DRIVEWAYS, OR FACILITIES.  
3. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STREET DRIVEWAY, DRIVEWAYS, OR FACILITIES.  
4. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STREET DRIVEWAY, DRIVEWAYS, OR FACILITIES.  
5. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STREET DRIVEWAY, DRIVEWAYS, OR FACILITIES.  
6. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STREET DRIVEWAY, DRIVEWAYS, OR FACILITIES.

## NOTES

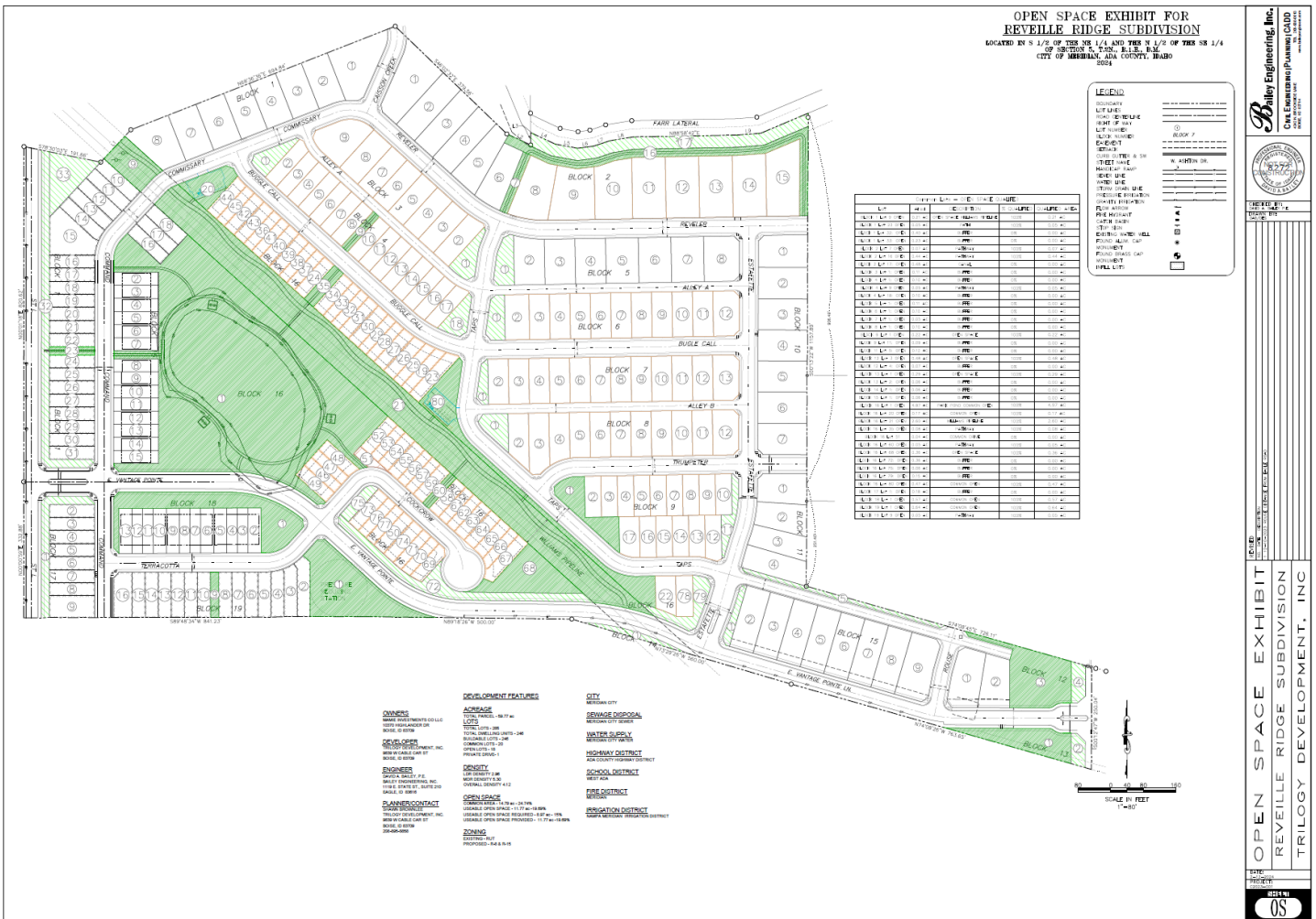
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## DEVELOPMENT DATA

|                   |                 |
|-------------------|-----------------|
| TOTAL AREA        | 5471 ACRES      |
| DEVELOPABLE LAND  | 240             |
| CONSERVATION LAND | 50              |
| CONSERVATION LAND | 50              |
| TOTAL LAND        | 290             |
| CONSERVATION AREA | 1471 AC (50.7%) |
| DEVELOPABLE AREA  | 1430 AC (49.3%) |
| EXISTING ZONING   | R-1             |
| PROPOSED ZONING   | R-1             |

|                           |                           |                           |
|---------------------------|---------------------------|---------------------------|
| PLANNER/CONTACT           | DEVELOPER                 | OWNER                     |
| TRILGY DEVELOPMENT, INC.  | TRILGY DEVELOPMENT, INC.  | TRILGY DEVELOPMENT, INC.  |
| 1000 W. 10TH ST. STE. 101 | 1000 W. 10TH ST. STE. 101 | 1000 W. 10TH ST. STE. 101 |
| OKLAHOMA CITY, OK 73101   | OKLAHOMA CITY, OK 73101   | OKLAHOMA CITY, OK 73101   |

D. Qualified Open Space Exhibit (dated: 12/10/2023)



## E. Conceptual Building Elevations

Single-family detached:





Single-family attached:



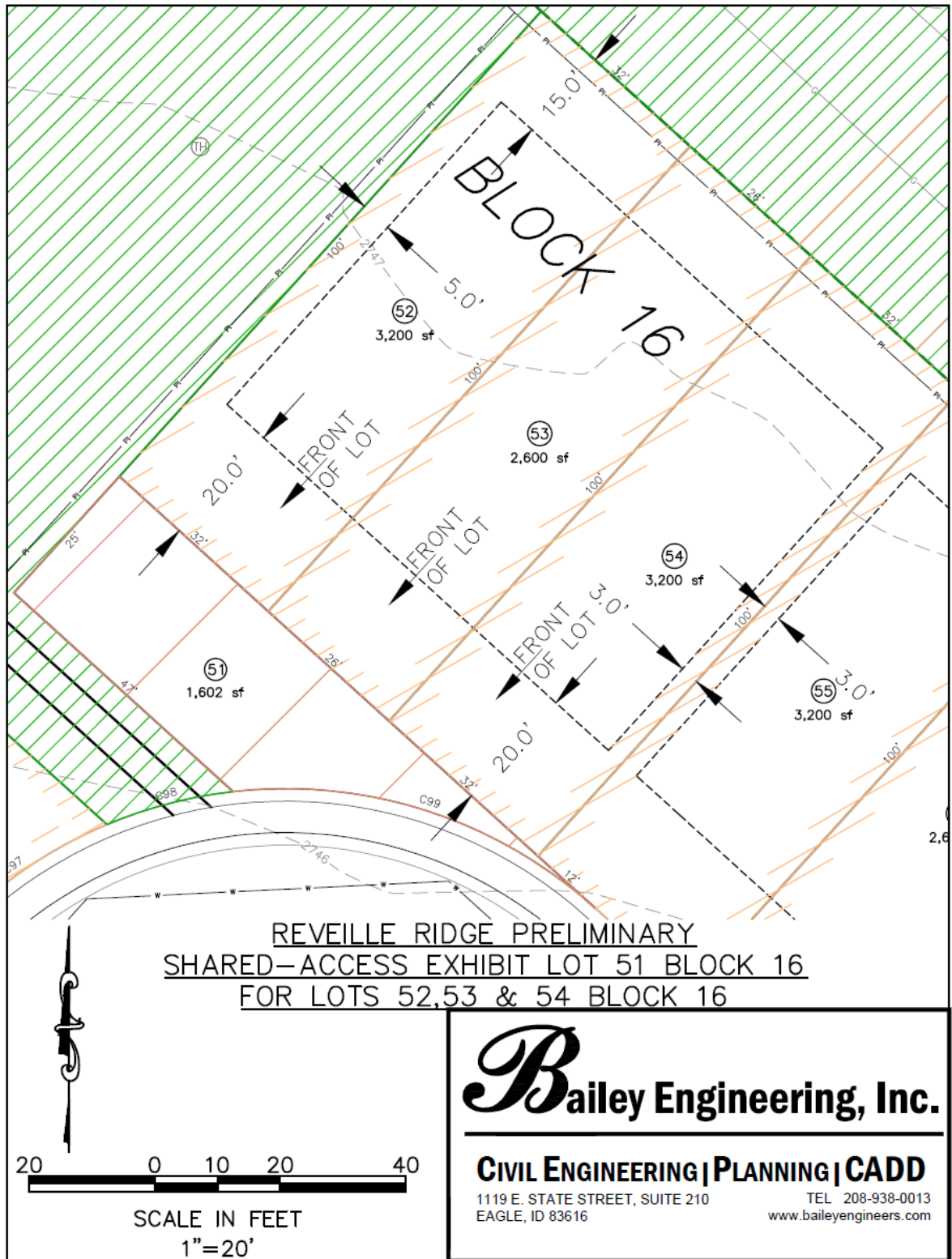
**Front-loaded townhomes:**



**Alley-loaded townhomes:**



F. Common Driveway Exhibit



## G. Product Type Exhibit Map



## 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 date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the annexation request. A final plat application will not be accepted until the property is annexed (i.e. the ordinance and development agreement are recorded). 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 generally comply with the development plans submitted with this application, included in Section VIII, and the provisions contained herein.
  - b. A 10-foot wide detached sidewalk/multi-use pathway shall be provided within the required street buffers along all collector and arterial streets within and adjacent to the site (i.e. S. Eagle Rd., E. Vantage Pointe and St L).
  - c. The rear and/or sides of homes on lots that face collector (E. Vantage Pointe & St L) and arterial (S. Eagle Rd.) streets shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets.
2. The final plat shall include the following revisions:
    - a. Depict a minimum 20-foot wide street buffer in a dedicated buffer easement on lots adjacent to E. Vantage Pointe and St L, collector streets, labeled accordingly.
    - b. Depict the future curb location as anticipated by ACHD along S. Eagle Rd.; and a minimum 25-foot wide street buffer, measured from the ultimate curb location.
    - c. Depict 10-foot wide detached sidewalks/multi-use pathways within the required street buffers along all collector and arterial streets within and adjacent to the site (i.e. S. Eagle Rd., E. Vantage Pointe and St L).
    - d. Depict zero (0) setbacks on lot lines where townhomes are proposed to span across where no easements will exist.
    - e. Graphically depict and label the 30-foot wide easement for the Farr Lateral, measured from the centerline of the lateral, located on Lot 17, Block 2.
    - f. Perpetual ingress/egress shall be required either by a recorded easement or as a note on a recorded final plat. The easement or plat note shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment as set forth in UDC [11-6C-3D.8.](#)
    - g. Depict 10-foot wide detached sidewalks/pathways along all collector and arterial streets within and adjacent to the site (i.e. S. Eagle Rd., E. Vantage Pointe and St L). Parkways shall comply with the standards listed in UDC [11-3A-17E.](#)
    - h. Graphically depict the 75-foot wide easement for the Williams Pipeline.

- i. Depict a 10-foot wide sidewalk along one side of Taps to between the Williams pipeline pathway and the Farr Lateral pathway.
3. The landscape plan submitted with the final plat shall include the following revisions:
  - a. Depict a minimum 20-foot wide street buffer in a dedicated buffer easement on lots adjacent to E. Vantage Pointe and St L, collector streets, labeled accordingly.
  - b. Depict the future curb location as anticipated by ACHD along S. Eagle Rd.; depict a minimum 25-foot wide street buffer, measured from the ultimate curb location.
  - c. Depict landscaping with a mix of materials within the street buffers along S. Eagle Rd., E. Vantage Pointe and St L, in accord with the standards listed in UDC [11-3B-7C.3](#); include calculations that demonstrate compliance.
  - d. Include mitigation information for all existing trees being removed from the site in accord with the standards listed in UDC [11-3B-10C.5](#).
  - e. Depict 10-foot wide detached sidewalks/multi-use pathways within the required street buffers along all collector and arterial streets within and adjacent to the site (i.e. S. Eagle Rd., E. Vantage Pointe and St L).
  - f. Depict landscaping with a mix of materials along each side of all pathways, in accord with the standards listed in UDC [11-3B-12C](#). *Note: Alternative compliance may be requested for the trees along the pathway in the Williams pipeline easement as set forth in UDC [11-5B-5](#).*
  - g. Change the fencing type along the northern boundary on the western portion of the site adjacent to the common open space with a pathway in Vertex Subdivision to 5-foot tall wrought iron fencing in accord with UDC [11-3A-7A.7b](#).
  - h. Extend the 10-foot wide multi-use pathway to the south through Lot 1, Block 14 for future extension to the south.
  - i. Extend the 10-foot wide multi-use pathway along the Farr Lateral in Lot 16, Block 2 (in the vicinity of Lot 6, Block 2) to the northwest to connect to the multi-use pathway in Vertex Subdivision to the north.
  - j. Include a detail for the picnic areas on Lot 1, Block 16 that includes tables, benches, landscaping and a structure for shade to demonstrate compliance with UDC [11-3G-4C.5](#).
  - k. Depict a 10-foot wide sidewalk along one side of Taps to between the Williams pipeline pathway and the Farr Lateral pathway.
  - l. Depict fencing along Lot 51, Block 16 to distinguish common from private areas as set forth in UDC [11-3A-7A.7a](#).
  - m. Depict a 5-foot wide landscape buffer planted with shrubs, lawn or other vegetative groundcover along the southwest side of the common driveway on Lot 51, Block 16 in accord with UDC [11-6C-3D.5](#).
  - n. Depict details for the picnic area, tot lot, bike repair station and fitness course amenities that demonstrate compliance with the standards for such listed in UDC [11-3G-4C, D, E and F](#).
4. All irrigation ditches, laterals, sloughs or canals, ~~including the Farr Lateral, crossing this site shall be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#), unless except for the Farr Lateral waived by City Council. The Applicant requests approval of a waiver from Council approved the Applicant's request for a waiver to leave the Farr lateral open.~~
5. All existing structures shall be removed from the site prior to submittal of the final plat for City Engineer signature.

6. Comply with the subdivision design and improvement standards listed in UDC [11-6C-3](#).
7. Submit a 14-foot wide public pedestrian easement for the multi-use pathway within the Williams Pipeline easement and along the Farr Lateral, as required by the Park's Dept. in Section IX.G below.
8. Comply with the [Williams Developer's Handbook](#) for any development and/or improvements within the Williams pipeline easement.
9. The open water pond on Lot 1, Block 16 shall have recirculated water and be maintained such that it does not become a mosquito breeding ground as set forth in UDC [11-3G-3B.6](#).
10. Future development of Lots 52-54, Block 16 shall be consistent with the common driveway exhibit included in Section VIII.F and the standards listed in UDC [11-6C-3D](#).
11. ~~Modify the phasing plan to switch Phases 2 and 3.~~ Future development shall comply with the modified phasing plan in [Section VII.B](#).
12. An administrative design review application shall be submitted for the single-family attached and townhome structures to ensure compliance with the design standards listed in the Architectural Standards Manual.
13. Future development shall substantially comply with the product type exhibit in Section VIII.G.
14. Approval of a preliminary 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. Upon written request and filing by the applicant prior to the termination of the period, 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 this title.

**B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330721&dbid=0&repo=MeridianCity>

**C. FIRE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=330723&dbid=0&repo=MeridianCity>

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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331450&dbid=0&repo=MeridianCity&cr=1>

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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331625&dbid=0&repo=MeridianCity>

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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331878&dbid=0&repo=MeridianCity>

**G. PARK'S DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=333344&dbid=0&repo=MeridianCity>

#### H. BOISE PROJECT BOARD OF CONTROL

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=333138&dbid=0&repo=MeridianCity>

#### I. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=337083&dbid=0&repo=MeridianCity>

#### J. COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO (COMPASS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=334422&dbid=0&repo=MeridianCity&cr=1>

#### K. KUNA SCHOOL DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=345996&dbid=0&repo=MeridianCity&cr=1>

### X. FINDINGS

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

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

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

*The City Council finds the Applicant's request to annex the subject property with R-8 and R-15 zoning and develop with a mix of single-family attached, single-family detached and townhome dwellings on the site at the densities proposed is generally consistent with the Comprehensive Plan per the analysis in Section V.*

**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 the R-8 and R-15 zoning districts and development with a mix of housing types generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent 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 residential uses should be compatible with adjacent existing and future single-family residential homes/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. Comments were ~~not~~ received from WASD ~~on this application~~ and Kuna School District (see Section IX above).*

**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.*

**B. Preliminary Plat (UDC 11-6B-6)**

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

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

*The City Council finds the proposed plat is in conformance with the UDC and generally conforms with the Comprehensive Plan.*

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

*The City Council finds public services can be made available to the subject property and will be adequate to accommodate the proposed development.*

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

*The City Council finds the proposed plat is in conformance with scheduled public improvements in accord with the City's capital improvement program.*

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

*The City Council finds there is public financial capability of supporting services for the proposed development.*

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

*The City Council finds the proposed development will not be detrimental to the public health, safety or general welfare.*

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

*The City Council is unaware of any significant natural, scenic or historic features that need to be preserved with this development.*