

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Quarter Horse Lane, LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Quarter Horse Lane, LLC**, whose address is PO Box 4067, Boise, ID, 83711, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer submitted an application for annexation and zoning of 7.03 acres of land with a request for the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 2nd day of May, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B;” and

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

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Quarter Horse Lane, LLC**, whose address is PO Box 4067, Boise, Idaho, 83711, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit "A" describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

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

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

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
 - b. The existing home on Lot 1, Block 2 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.
 - c. Prior to the City Engineer’s signature on the final plat, the non-conformity of the home shall be remedied to meet the off-street parking regulations.
 - d. Prior to City Engineer’s signature on the final plat, public street access shall be extended from the Horse Meadows Subdivision.
 - e. The Applicant shall provide written documentation that they have relinquished their rights to Quarter Horse Lane prior to the City Engineer’s signature on the final plat.
 - f. The Applicant shall submit a Performance Surety based upon 110% of an itemized contractor’s bid for the incomplete improvements for the temporary turnaround area on Common Lot 10 prior to recordation of the final plat.

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

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

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer’s heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer’s default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default

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

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

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

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

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

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

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

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

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

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

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

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

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

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

OWNER/DEVELOPER:
Quarter Horse Lane, LLC
PO Box 4067
Boise, ID 83711

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:

Quarter Horse Lane, LLC

Robert J Ritter Jr
By: ROBERT J RITTER
Its: MANAGER

STATE OF IDAHO)
 : ss:
County of Ada)

On this 18th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Ritter, known or identified to me to be the Manager of Quarter Horse Lane, LLC and the person who signed above and acknowledged to me that he executed the same.

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



Julie A. Schroder
Notary Public
My Commission Expires: 1-8-2024

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss:
County of Ada)

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

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

Revised Annexation Description for
R-8 Zone
March 14, 2023

A parcel located in the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the 1/4 corner common to Sections 9 and 10, T.3N., R.1W., B.M., from which the Section corner common to Sections 9, 10, 15, and 16, T.3N., R.1W., B.M., bears South 0°38'55" West, 2653.02 feet thence on the west boundary line of said Section 10, South 00°38'55" West, 422.02 feet; thence leaving said west boundary line, South 89°21'54" East, 250.10 feet to the **REAL POINT OF BEGINNING**;

thence continuing South 89°21'54" East, 534.21 feet;

thence on a line parallel with the west boundary line of said Section 10, South 00°38'55" West, 522.03 feet to the centerline of the Union Pacific Railroad;

thence on said centerline, North 88°26'12" West, 784.41 feet to the west boundary line of said Section 10;

thence on said west boundary line, North 00°38'55" East, 130.01 feet;

thence leaving said west boundary line, South 88°26'12" East, 264.79 feet;

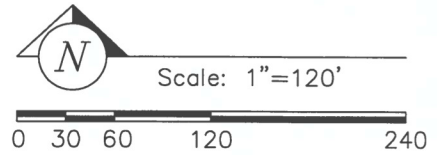
thence North 01°32'22" West, 383.87 feet to the **REAL POINT OF BEGINNING**.

Containing 7.03 acres, more or less.

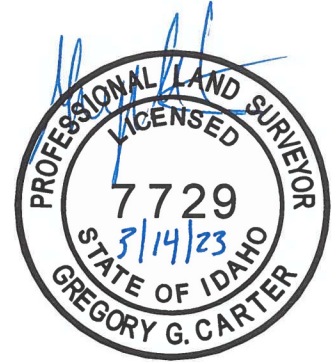
End of Description.



1/4 W. Pine Ave.
S.9 S.10



Line Table		
Line	Bearing	Length
L1	N00°38'55"E	130.01'



Basis of Bearings

S00°38'55"W 2653.02'

N. Black Cat Rd.

422.02'

379.31'

L1

1721.68'

S.9 S.10
S.16 S.15

W. Franklin Rd.

Real Point
of Beginning

S89°21'54"E
250.10'

S89°21'54"E 534.21'

Unplatted

N01°32'22"W 383.87'

S88°26'12"E 264.79'

±7.03 Acres

N88°26'12"W 784.41'

Union Pacific Railroad

S00°38'55"W 522.03'

Unplatted

P:\Alexanders Landing 21-553\dwg\revised Annex Ex.dwg 3/14/2023 12:16:09 PM



IDAHO
SURVEY
GROUP, LLC

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

Annexation Exhibit
R-8 Zone

Located in the NW1/4 of the SW1/4 of Section 10,
T.3N., R.1W., B.M., Ada County, Idaho.

Job No.
21-553

Sheet No.
1

Dwg. Date
3/14/2023

EXHIBIT B

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



In the Matter of the Request for Annexation of 5.23 acres of land from RUT in Ada County to the R-8 zoning district and Preliminary Plat consisting of 24 building lots and 4 common lots for Alexanders Landing Subdivision, by Kent Brown Planning Services.

Case No(s). H-2022-0084

For the City Council Hearing Date of: April 18, 2023 (Findings on May 2, 2023)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of April 18, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of April 18, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of April 18, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of April 18, 2023, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of April 18, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

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

1. The applicant's request for Annexation, Zoning, and Preliminary Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of April 18, 2023, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of 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 April 18, 2023

By action of the City Council at its regular meeting held on the 2nd day of May, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED _____

COUNCIL MEMBER JOHN OVERTON

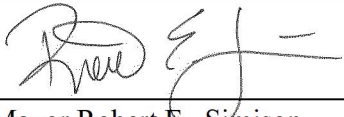
VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 5-2-2023

Attest:



Chris Johnson 5-2-2023
City Clerk



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

By:  _____ Dated: 5-2-2023
City Clerk's Office

STAFF REPORT	
COMMUNITY DEVELOPMENT DEPARTMENT	

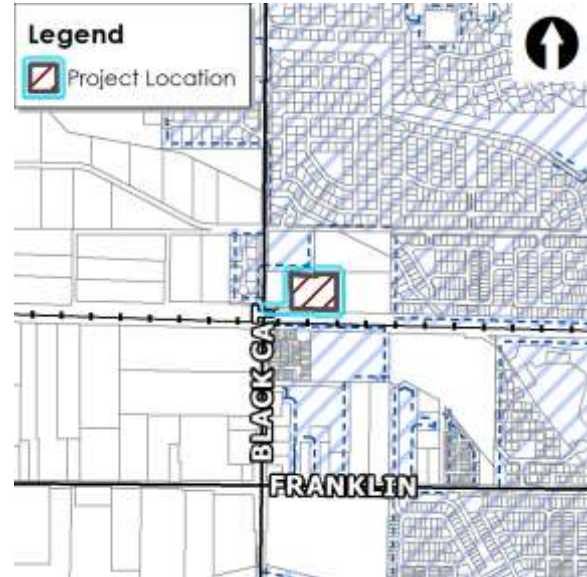
HEARING DATE: March 14, 2023 continued to April 18, 2023

TO: Mayor & City Council

FROM: Stacy Hersh, Associate Planner
208-884-5533

SUBJECT: Alexanders Landing Subdivision
H-2022-0084

LOCATION: 4574 W. Quarterhorse Lane near the Southeast corner of W. Pine Street and Black Cat Road., in the NW ¼ of the SW ¼ of Section 10, Township 3N, Range 1W. (Parcel #S1210325711)



I. PROJECT DESCRIPTION

Annexation of 5.23 acres of land from RUT in Ada County to the R-8 zoning district and preliminary plat consisting of 24 building lots and 4 common lots for Alexanders Landing Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	5.23 acres	
Future Land Use Designation	Medium Density Residential (MDR)	
Existing Land Use	Single-family residential (SFR)/ag	
Proposed Land Use(s)	SFR	
Current Zoning	Rural Urban Transition (RUT) in Ada County	
Proposed Zoning	R-8 (Medium Density Residential)	
Lots (# and type; bldg/common)	<u>24 building/4 common</u>	
Phasing plan (# of phases)	1	
Number of Residential Units (type of units)	23 single-family detached units and 1 existing home	
Density (gross & net)	4.59 units/acre (gross)	
Open Space (acres, total [%] / buffer / qualified)	0.78 acres (or 15%)	

Amenities	Open Grassy Play Area, Walking Pathways with Benches, Shade Structure	
Physical Features (waterways, hazards, flood plain, hillside)	Purdam Gulch Drain to the south	

Neighborhood meeting date	9/19/2022	
History (previous approvals)	None	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
• Staff report (yes/no)	Yes	
• Requires ACHD Commission Action (yes/no)	No	
• Existing Conditions	Quarterhorse Lane is an existing 16-foot-wide unpaved private road abutting the site's north property line.	
• CIP/IFYWP	Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP): There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP). Black Cat Road is listed in the CIP to be widened to 5-lanes from Franklin Road to Cherry Lane between 2031-2035.	

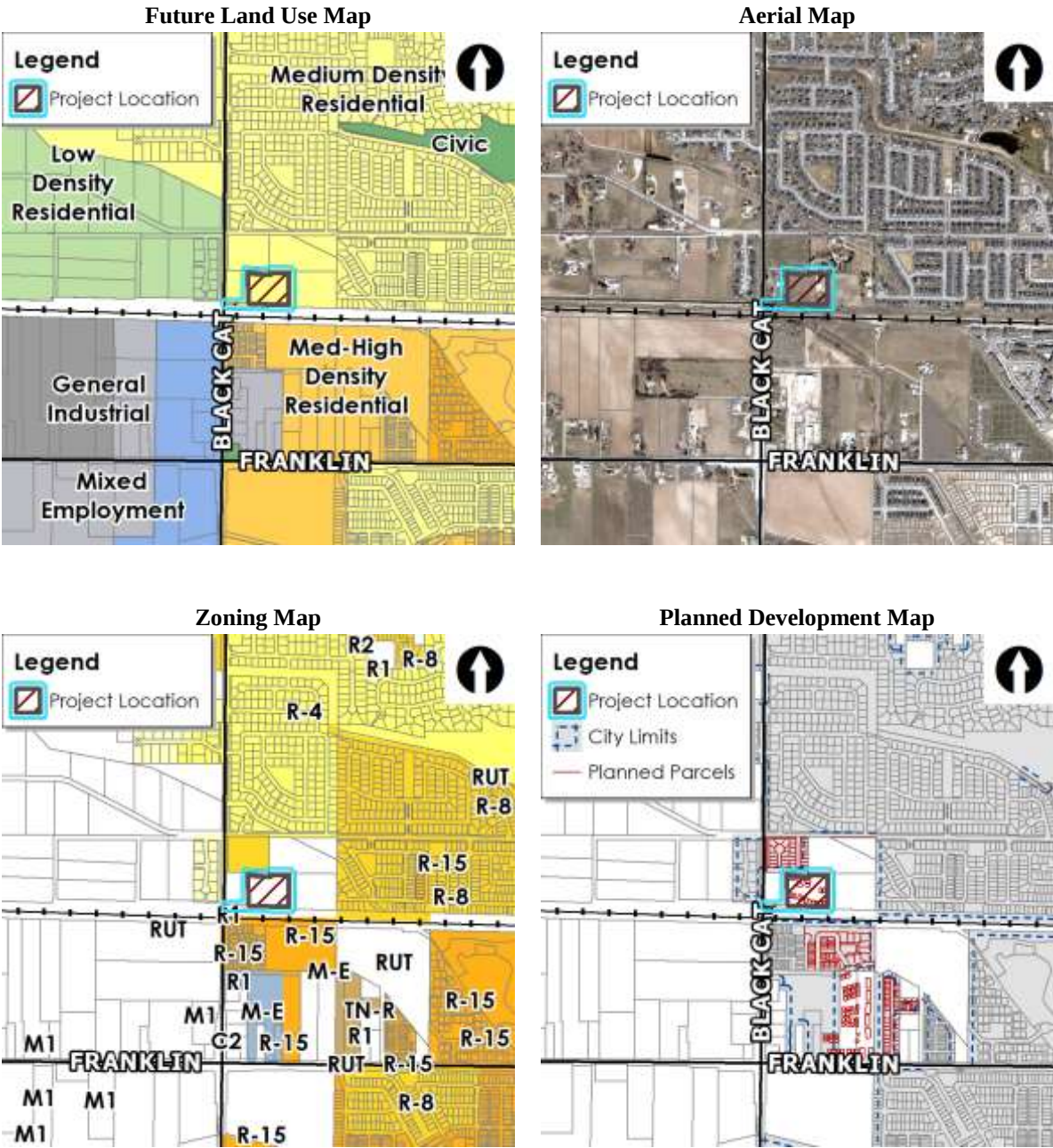
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Black Cat Road is classified as a minor arterial roadway. Other than the access specifically approved with this application off of W. Quarter Horse Lane, direct lot access is prohibited to this roadway and should be noted on the final plat.	
Proposed Road Improvements	None	
Fire Service	See Section IX.C	
Police Service	No comments received.	

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

Wastewater		
• Distance to Sewer Services	Directly adjacent	
• Sewer Shed	South Black Cat	
• Estimated Project Sewer ERU's	See application	
• WRRF Declining Balance	40,880 EDU	
• Project Consistent with WW Master Plan/Facility Plan	Yes	
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section IX	
Water		
• Distance to Services	Directly adjacent	
• Pressure Zone	1	
• 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

C. Project Maps



III. APPLICANT INFORMATION

A. Applicant:

Kent Brown, Kent Brown Planning Services – 3161 E. Springwood Drive, Meridian, ID 83642

B. Owner:

Robert Ritter, Quarter Horse Lane, LLC – PO Box 4067, Boise, ID 83711

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	1/29/2023	2/29/2023
Radius notification mailed to property owners within 300 feet	1/27/2023	2/24/2023
Public hearing notice sign posted on site	2/4/2023	3/3/2023
Nextdoor posting	1/30/2023	2/27/2023

V. COMPREHENSIVE PLAN ANALYSIS

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

The subject 5.23 acres currently contains an existing home. The subject site is abutting an R-8 development to the north, Horse Meadows Subdivision; to the east and west is county residential not yet annexed into the City of Meridian; and to the south is the railroad and Purdam Gulch Drain. The subject property is designated as Medium Density Residential on the future land use map consistent with the approved development to the north. The Applicant proposes a 24-lot subdivision for single-family residential detached homes at a gross density of 4.59 units per acre, which is within the desired density range of the MDR designation.

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 detached dwellings with a mix of lot sizes will contribute to the variety of housing options in this area and within the City as desired. Single-family detached homes are in the development process to the north and south of railroad tracks are an existing and planned Medium High-Density Residential development consisting of attached, townhouse , and, and multifamily dwellings.

- “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.

- “Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.” (2.01.01G)

This area consists primarily of single-family detached homes with some multi-family apartments to be developed to the southeast; only single-family detached homes are proposed within this development. The proposed development offers lot sizes ranging from 4,010 to 5,258 square feet (s.f.) with the existing home on a 21,852 s.f. lot.

- “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 medium-density residential single-family homes contribute to the variety of residential categories within the surrounding area as desired.

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

The proposed site design provides maximum use of the land with the proposed residential dwelling types and should be compatible with planned development on adjacent properties that are also designated for MDR uses. The project does about three (3) existing multiple-acre County residential properties to the east, west, and north. Until these properties are redeveloped, development could impact the County residences.

- “Support infill development that does not negatively impact the abutting, existing development. Infill projects in downtown should develop at higher densities, irrespective of existing development.” (2.02.02C)

The proposed development will not likely impact the abutting development to the north existing homeowners in the county to the east and the existing homeowners south of the railroad tracks.

- “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-foot wide multi-use pathway connection is required and a 6-foot wide multi-use pathway is proposed along the south boundary adjacent to the railroad tracks. The Applicant shall provide a 10-foot wide multi-use pathway in accord with the Pathways Master Plan. This pathway will provide a link between all subdivisions east of N. Black Cat Road and west of this site.

- “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.”

If annexed, the existing home will be required to abandon the existing septic system and connect to the City wastewater system.

- “Maximize public services by prioritizing infill development of vacant and underdeveloped parcels within the City over parcels on the fringe.” (2.02.02)

Development of the subject infill parcel will maximize public services.

Based on the analysis above, staff finds the proposed development is consistent with the Comprehensive Plan.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 5.23 acres of land with an R-8 zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary. **The annexation legal description submitted does not include to the centerline of the railroad tracks. The Applicant should submit a revised legal description of the property proposed to be annexed that encompasses the area to the centerline of the railroad tracks 15 days prior to the City Council Hearing.**

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 24 single-family residential detached dwelling units at a gross density of 4.59 units per acre (see Sections VIII.B, E). The proposed use and density of the development is consistent with the MDR FLUM designation.

Single-family detached dwellings are listed as a principal permitted use in the R-8 zoning district per UDC Table 11-2A-2. Future development is subject to the dimensional standards listed in UDC Table [11-2A-6](#) for the R-8 zoning district.

There is an existing home on approximately half an acre to the northeast along W. Quarter Horse Lane. The property owner intends to annex and connect to City utilities with this development.

The property is contiguous to City annexed land to the north and is within the City’s Area of City Impact boundary. A legal description and exhibit map of the overall annexation area for the R-8 zoning districts are included in Section VIII.A.

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

B. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 24 building lots and 4 common lots on 5.23 acres of land in the proposed R-8 zoning district. Proposed lots range in size from 4,010 to 21,852 square feet (s.f.) (or 0.09 to 0.50 acres). The proposed gross density of the subdivision is 4.59 units per acre. The subdivision is proposed to develop in one phase as shown in Section VIII.B.

Existing Structures/Site Improvements: An existing home on the property is proposed to remain on Lot 1, Block 2. The outbuilding located on Lot 3, Block 2 shall be removed with development of this property. The existing home does not meet the required number of off-street parking spaces per [UDC-3C-6](#) for a three (3) bedroom home; four (4) parking spaces are required, at least 2 in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad. The existing home does not comprise of an enclosed garage. **Prior to the City Engineer’s signature on the final plat, the non-conformity of the home should be remedied to meet the off-street parking regulations. Once the plat records, the existing home will require a new address.**

Prior to the City Engineer’s signature on the final plat, all existing structures that do not conform to the setbacks of the district are required to be removed.

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

Access: Access is proposed from Quarterhorse Lane from the north; direct access to N. Black Cat Road and W. Pine Avenue is prohibited. The subject property is dependent upon the development of Horse Meadows Subdivision directly to the north to reconstruct a portion of Quarterhorse Lane (existing private road) as a public street, which would provide public street frontage and access to this site.

Horse Meadows Subdivision has not submitted its Final Plat for approval at this time; therefore, there is no right-of-way abutting the subject site. **The Applicant's proposal to construct public streets within the Alexanders Landing Subdivision is contingent upon the development of the Horse Meadows Subdivision prior to submitting a Final Plat for approval.**

A local stub street (W. Newland Drive) is proposed for interconnectivity between two developments that is stubbed at the east/west boundary on the site in accord with the UDC. **The street does exceed 150 feet; therefore, a temporary turnaround is required. The Applicant is proposing to construct a temporary turnaround on a common lot (Lot 10, Block 1), which decreases the usability of the area. Staff recommends that the Applicant construct the temporary turnaround on Lots 5 and 7, Block 3 in the southwest corner of the development to increase the open space for development. The reason for this recommendation is to ensure open space for the development remains intact without placing a burden on the HOA to remediate the removal of the turnaround area. The Applicant included a concept plan for the property to the west that demonstrates how the western R1 property could potentially develop in the future.**

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

Landscaping (UDC 11-3B): No street buffers are required per UDC [Table 11-2A-6](#) for internal local streets. Common open space landscaping is proposed as shown on the landscape plan in Section VIII.C.

Landscaping is required along all pathways with a minimum of 5-feet wide shall be provided on each side of the pathway with a mix of trees, shrubs, lawn, and/or other vegetative ground covers per the standards listed in UDC [11-3B-12C](#); the landscape plan should be revised accordingly.

A Tree Mitigation Plan should be submitted with the final plat detailing all existing trees and methods of mitigation outlined by the City Arborist before any trees are to be removed as set forth in UDC [11-3B-10C.5](#).

Common Open Space & Site Amenities (UDC 11-3G-3): A minimum of 15% (or 1.23 acres based on 5.23 acres) qualified open space is required to be provided in this development per the standards listed in UDC [11-3G-3](#).

The proposed project is approximately 5.23 acres in size requiring a minimum amount of open space based on the requested zoning. Per UDC Table 11-3G-3, the R-8 area requires a minimum of 15% qualified open space. An open space exhibit was submitted that depicts 1.29 acres of common open space for the development with 0.78 acres of this area as qualified open space (see Section VIII.E). The minimum amount of qualified open space required is 0.78 acres, approximately 34,194 square feet. There are three (3) main open space areas proposed within Alexanders Landing, the centralized common open space, the linear open space along the southern boundary, and the linear open space located on Lot 1, Block 3. The Purdam Gulch Drain does not count as usable open space but is located on Lot 16, Block 3 (21,617 square feet). The Applicant illustrates the drain to remain open in a natural state on the landscape plans submitted as well as stating that all repairs and damage due to construction will be seeded with dryland mix. The large central open space area is approximately 22,028 feet in size

*and is the largest usable common area within the project. The Applicant has proposed a 5-foot micro-path running north/south within this open space for easy pedestrian access. The linear open space along the southern boundary is approximately 20 feet in width and over 500 feet in length. This linear open space is shown with trees and a 6-foot wide pathway for an added pedestrian element and will also act as a buffer between this project and the railroad to the south. The proposed micro-path on Lot 1, Block 3 connects to the 6-foot wide pathway (a 10-foot wide pathway is recommended below) running along the southern boundary to provide convenient access and pedestrian connectivity. **Because of the pedestrian connectivity and the general locations and uses of open space, Staff supports the proposed qualified open space.***

UDC 11-3G-4 dictates the minimum amenity points required for projects over 5 acres in size. The project size of 5.23 acres requires a minimum of one (1) amenity point (1 point for every 5 acres). According to the submitted plans, the Applicant is proposing the following amenities worth 3 amenity points: a picnic shelter w/tables (2), and pathways (1). According to UDC Table 11-3G-4, the proposed amenities and their point value is correct and exceed UDC requirements for a project of this size. **Based on the proposed site design and zoning, Staff supports the proposed amenities.**

Pathways: The Pathways Master Plan depicts a multi-use pathway along the southern boundary adjacent to the railroad tracks on this site for connection to future developments to the east and west across Black Cat Road. **In accord with the Master Pathways Plan, a 10-foot wide multi-use pathway should be provided within a 14-foot wide public pedestrian easement; only a 6-foot wide asphalt pathway is proposed. The landscape plan should be revised to include a 10-foot pathway and an easement should be submitted and recorded prior to the City Engineer's signature on the final plat.**

Sidewalks (11-3A-17): Five-foot wide attached sidewalks are proposed within the development in accord with UDC standards.

Waterways: The Purdam Gulch Drain runs along the southern boundary of the site. The Nampa Meridian Irrigation District (NMID) requires an easement for the Purdam Drain courses along the south boundary of this property. The easement for the Purdam Drain at this location is a minimum of one hundred feet (100') total, fifty feet (50') each side. **Per UDC [11-3A-6](#), the Applicant is requesting a council waiver to allow the Purdam Gulch Drain to remain open in a natural state. The drain should be fenced with an open vision fence at least six (6) feet in height and having an 11-gauge, two-inch mesh or other construction, equivalent in ability to deter access to said ditch, lateral, canal, slough or drain, which fence shall be securely fastened at its base at all places where any part of said lands or areas being subdivided touches either or both sides of said ditch, lateral, canal, slough or drain.**

Utilities (UDC [11-3A-21](#)): Connection to City water and sewer services is required in accord with UDC 11-3A-21. The existing home proposed to remain on Lot 1, Block 2 is required to connect to City water and sewer service within 60 days of it becoming available as set forth in MCC [9-1-4](#) and [9-4-8](#).

Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances.

Fencing (UDC [11-3A-6](#), [11-3A-7](#)): All fencing is required to comply with the standards listed in UDC 11-3A-7. **According to the submitted landscape plans, the Applicant is proposing two types of fencing throughout the site, vinyl solid fencing and vinyl semi-privacy fencing.**

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

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

Building Elevations: Three (3) conceptual building elevations and floor plans were submitted that demonstrate what future homes in this development will look like (see Section VIII.F). Variations of two-story homes with a two-car garage are proposed. **The submitted elevations depict a number of different architectural and design styles with field materials of lap siding, differing color accents, roof profiles, and varying of home styles. Staff recommends that the Applicant add additional stone or brick accents to the front of the homes to provide more of a variation in materials.**

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 16, 2023. At the public hearing, the Commission moved to recommend approval of the subject Conditional Use Permit request.

1. Summary of Commission public hearing:

- a. In favor: Kent Brown, Kent Brown Planning Services;
- b. In opposition: None
- c. Commenting: Kent Brown;
- d. Written testimony: None
- e. Staff presenting application: Stacy Hersh, Associate Planner
- f. Other Staff commenting on application: Bill Parsons

2. Key issue(s) of public testimony:

- a. None

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

- a. Timing of the proposed development not commencing until a public road access is available to the site upon development of the Horse Meadows subdivision to the
- b. north.
Recommend or request that a Historical Advisory Committee work with the City on preserving the Roosevelt Elementary School that was used in 1910 located on the property to the west.

4. Commission change(s) to Staff recommendation:

- a. The Developer shall set aside funds for remediation of the temporary turnaround area on Common Lot 10.

5. Outstanding issue(s) for City Council:

- a. None

C. The Meridian City Council heard these items on April 18, 2023. At the public hearing, the Council moved to approve the subject AZ and PP request.

1. Summary of the City Council public hearing:

- a. In favor: David Bailey, Bailey Engineering

- b. In opposition: None
 - c. Commenting: David Bailey, Bailey Engineering; Christy Inselman, ACHD
 - d. Written testimony: None
 - e. Staff presenting application: Stacy Hersh, Associate Planner
 - f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. Concerns with accessing the site from Pine and Black Cat during construction;
 - b. Striping of Pine Street to accommodate bike lanes with the planned road improvements;
 - c. Concerns with the stop sign at the railway create a huge bottleneck;
 - d. Traffic impact concerns on Black Cat once the Pine Street improvements are complete.
- 4. City Council change(s) to Commission recommendation:
 - a. Strike condition A.3.c.,” depict an open vision fence at least six (6) feet in height around the Purdam Gulch Drain per UDC 11-3A-6.”
 - b. Amend condition A1.d. to read, “Due to access availability, the Applicant shall not obtain the City Engineer’s signature on the final plat prior to recordation of Horse Meadows final plat.”

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map

Annexation Description for
R-8 Zone
February 13, 2022

A parcel located in the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the 1/4 corner common to Sections 9 and 10, T.3N., R.1W., B.M., from which the Section corner common to Sections 9, 10, 15, and 16, T.3N., R.1W., B.M., bears South 0°38'55" West, 2653.02 feet thence on the west boundary line of said Section 10, South 00°38'55" West, 422.02 feet; thence leaving said west boundary line, South 89°21'54" East, 250.10 feet to the **REAL POINT OF BEGINNING**;

thence continuing South 89°21'54" East, 534.21 feet;

thence on a line parallel with the west boundary line of said Section 10, South 00°38'55" West, 422.01 feet to the north right-of-way line of the Union Pacific Railroad;

thence on said north right-of-way line, North 88°26'12" West, 784.41 feet to the west boundary line of said Section 10;

thence on said west boundary line, North 00°38'55" East, 30.00 feet;

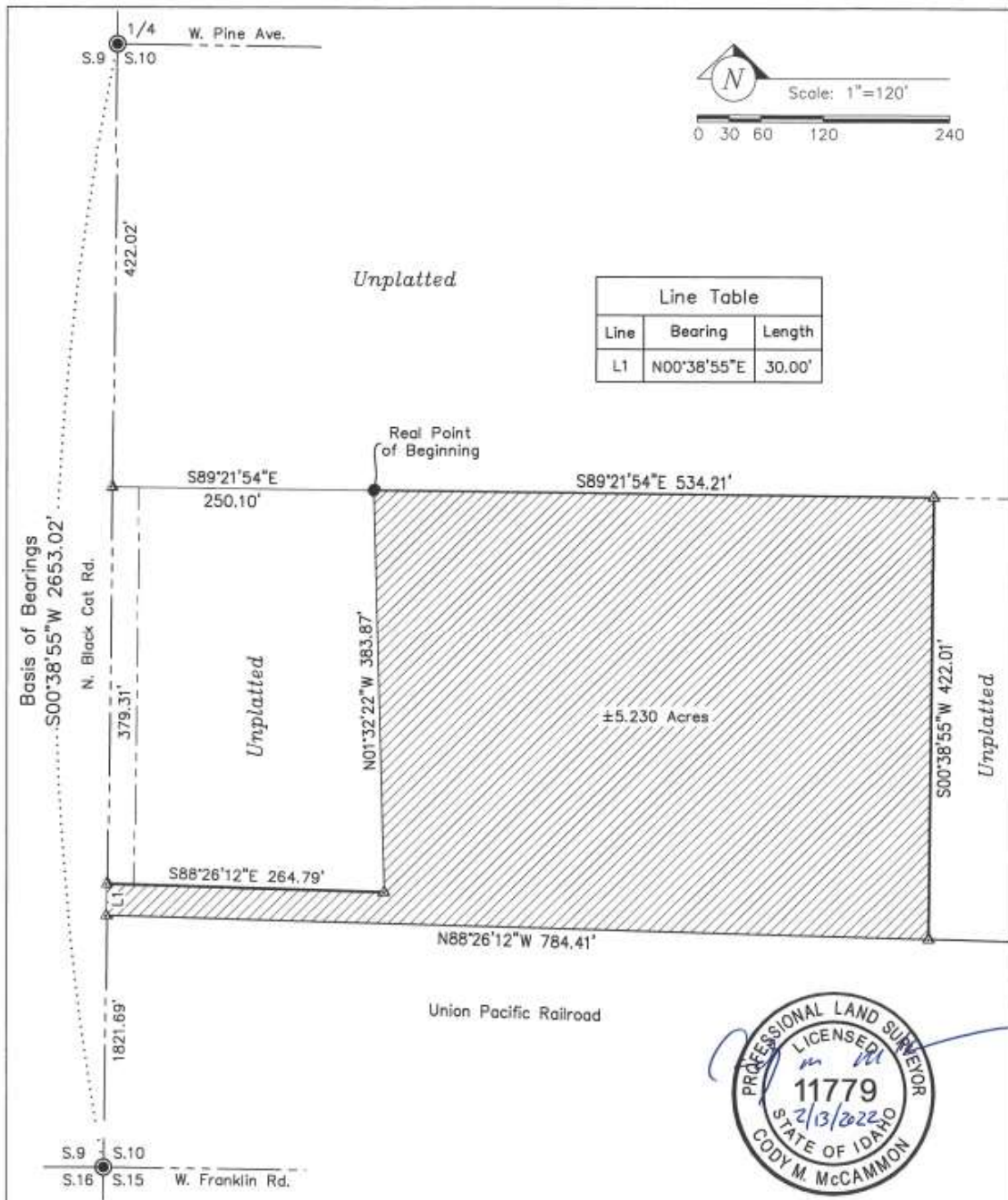
thence leaving said west boundary line on a line parallel with and 30.00 feet north of the north right-of-way line of the Union Pacific Railroad, South 88°26'12" East, 264.79 feet;

thence leaving said parallel line, North 01°32'22" West, 383.87 feet to the **REAL POINT OF BEGINNING**.

Containing 5.230 acres, more or less.

End of Description.





P:\Alcozders Landing 21-553\dwg\Annex Ex.dwg 2/13/2022 3:03:33 PM

IDAHO SURVEY GROUP, LLC

9956 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8670

Annexation Exhibit
R-8 Zone

Located in the NW1/4 of the SW1/4 of Section 10,
T.3N., R.1W., B.M., Ada County, Idaho.

Job No.
21-553

Sheet No.
1

Dwg. Date
2/13/2022

PRELIMINARY PLAT FOR ALEXANDER'S LANDING SUBDIVISION
 LOCATED IN A PORTION OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 36, T4N, R10E, S12E
 SHERMAN, ANNE ARK. LAND

PROJECT SITE

STREET MAP

LEGEND

NOTES

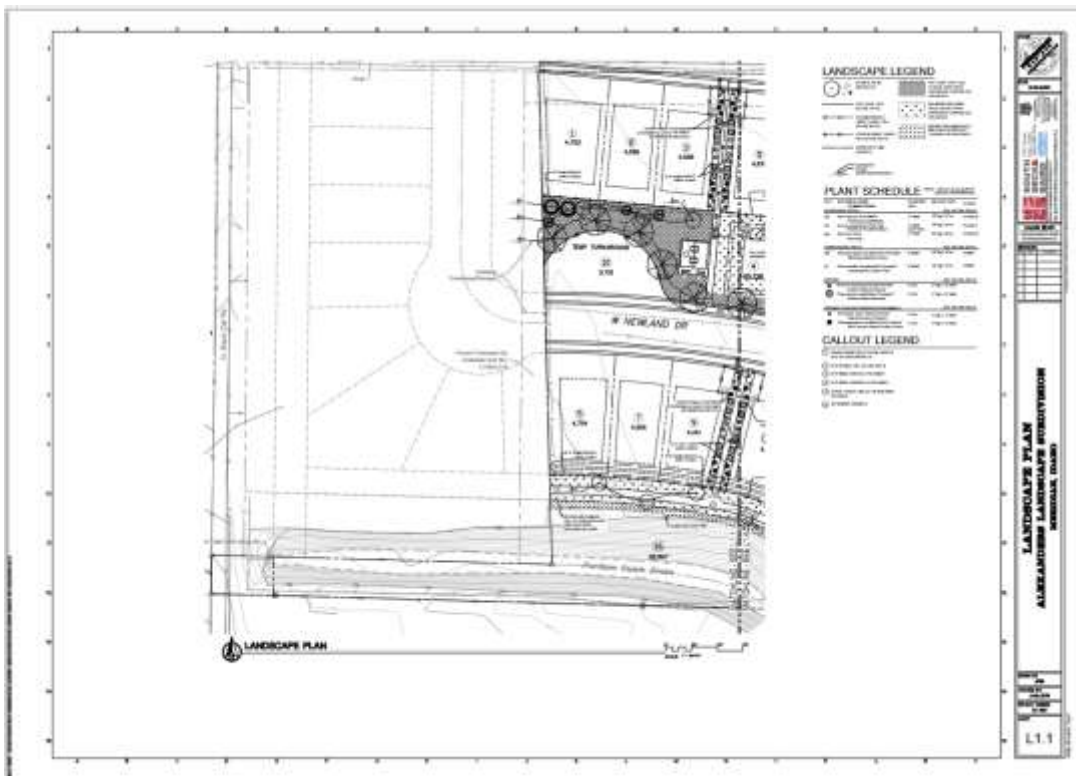
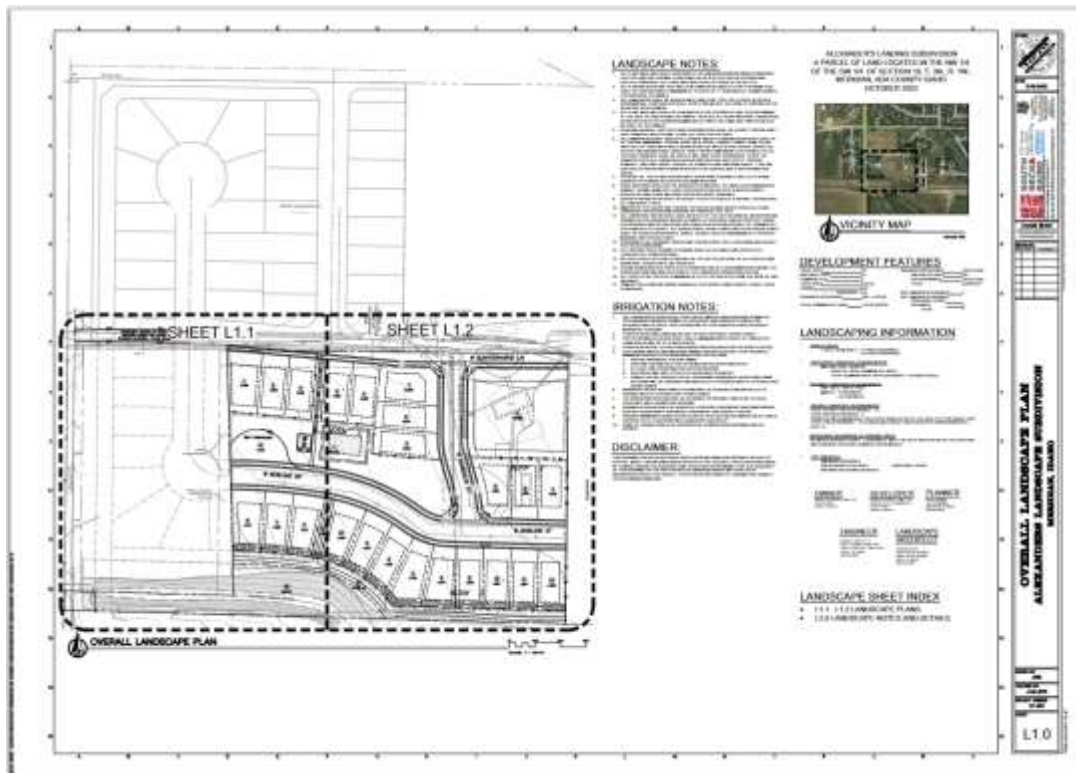
PLAN SHEET INDEX

PRELIMINARY PLAT

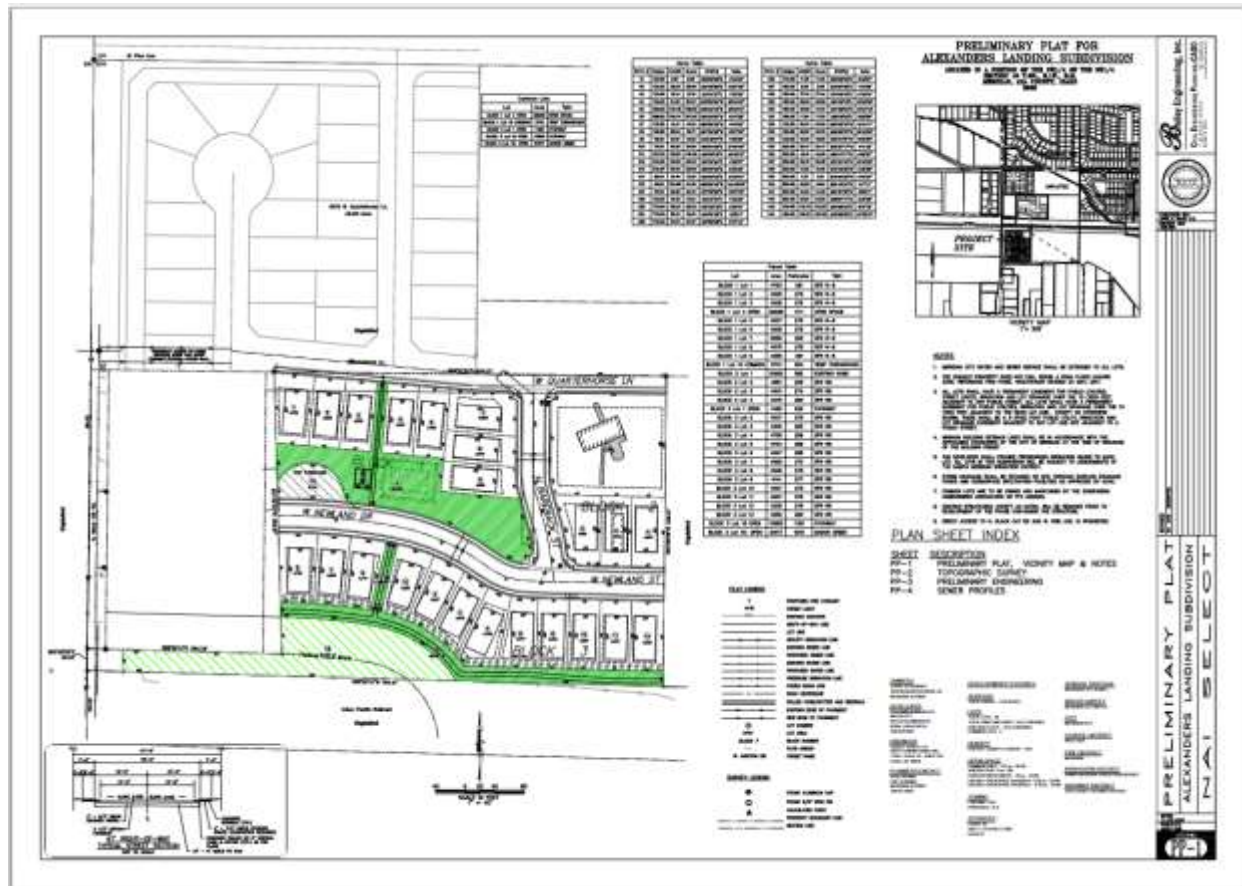
ALEXANDER'S LANDING SUBDIVISION

FOURTH HORSE LANE, LLC

C. Landscape Plan (dated: 12/15/2022) – NOT APPROVED (NEEDS TO BE REVISED)



D. Open Space Exhibit (dated: 11/2/2022)



E. Conceptual Building Elevations

Sample Homes Plans *(not the actual plans to be build, but provided for illustrative use only)*



Sq ft: 2,289
Beds: 3
Bath: 2.5



Sample Homes Plans *(not the actual plans to be build, but provided for illustrative use only)*



Sq ft: 2,051
Beds: 3
Bath: 2.5

FLOOR PLAN



FLOOR PLAN



Sample Homes Plans *(not the actual plans to be build, but provided for illustrative use only)*



Sq ft: 1,983
Beds: 3
Bath: 2.5

FLOOR PLAN



FLOOR PLAN



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. **The Applicant shall submit a revised legal description of the property proposed to be annexed that encompasses the area to the centerline of the rail-road tracks within 15 days prior to the City Council Hearing**

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

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. The existing home on Lot 1, Block 2 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
 - c. Prior to the City Engineer's signature on the final plat, the non-conformity of the home shall be remedied to meet the off-street parking regulations.
 - d. ~~Due to access availability, Prior to City Engineer's signature on the final plat, public street access shall be extended from the Horse Meadows Subdivision. development shall not commence until a public road access is available to the site upon development of the Horse Meadows Subdivision prior to submitting a final plat for approval.~~
 - e. The Applicant shall provide written documentation that they have relinquished their rights to Quarter Horse Lane prior to the City Engineer's signature on the final plat.
 - f. The Applicant shall submit a Performance Surety based upon 110% of an itemized contractor's bid for the incomplete improvements for the temporary turnaround area on Common Lot 10 prior to recordation of the final plat.
2. The final plat shall include the following revisions:
 - a. Depict an easement for the Purdam Gulch Drain (minimum of one hundred feet (100') total, fifty feet (50') each side), which runs along the southern boundary of this property.
 - b. Depict a 10-foot wide multi-use pathway on common Lot 15, Block 3 per the Master Pathways Plan; provide the pathway within a 14-foot wide public pedestrian easement and include the recorded instrument number on the Final Pat.
 - c. ~~The temporary turnaround area on Common Lot 10 shall be landscaped in accord with UDC 11-3G-3E or transfer the temporary turnaround area to a buildable lot so it is not constructed on the common open space.~~
 - d. Graphically depict the ACHD storm water drainage easements referenced in Note #6.
 - e. The existing home shall obtain a new address upon development of this project consistent with the development of the new local street.
 3. The landscape plan submitted with the final plat shall include the following revisions:

- a. Depict a 10-foot wide multi-use pathway on common Lot 15, Block 3 per the Master pathways Plan with landscaping along each side of the pathway in accord with the standards listed in UDC 11-3B-12C.
 - b. Include mitigation calculations on the plan for existing trees that are proposed to be removed in accord with the standards listed in UDC [11-3B-10C.5](#). The Applicant shall coordinate with the City Arborist (Kyle Yorita kyorita@meridiancity.org) to determine mitigation requirements *prior* to removal of existing trees from the site.
 - c. ~~Depict an open-vision fence at least six (6) feet in height around the Purdam Gulch Drain per UDC 11-3A-6.~~
4. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2a-6 for the R-8 zoning district.
 5. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-8 zoning district shall be removed.
 6. The Applicant shall obtain a Council waiver to allow the Purdam Gulch Drain to remain open in a natural state at the Council hearing, Per UDC 11-3A-6.
 7. Prior to the City Engineer's signature on the final plat, a 14-foot wide public pedestrian easement shall be submitted to the Planning Division and recorded for the multi-use pathway as required by the Park's Department.
 8. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
 9. The Applicant shall comply with all ACHD conditions of approval.
 10. Direct access to N. Black Cat Road and W. Pine Avenue is prohibited.
 11. The Applicant shall submit revised elevations that include a mix of stone and/or brick *t prior* to the Council hearing.
 12. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.
 13. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

- 1.1 A second water connection to either Black Cat Road or Pine Avenue is required. This can be through the Horse Meadows development or by another means.
- 1.2 At Quarterhorse Lane and Bareback Street must provide a tee with two valves and a blind flange on the eastern leg, so that water can be extended to the east in the future.
- 1.3 Provide two valves at the tee located at Bareback Street and Newland Street
- 1.4 A fire hydrant is required on Newland St at the eastern boundary of the site.
- 1.5 A 4" blowoff per City standard drawing W13 is required on Newland Street at the western boundary.

- 1.6 Sewer does not need to be provided to and through to parcel to the east. Provide sewer mains to eastern boundary only as needed for development.
- 1.7 Ensure no sewer services cross infiltration trenches
- 1.8 Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within water/sewer easements.

2. General Conditions of Approval

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to prior to receiving development plan approval.
- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
- 2.7 Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.

- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
- 2.12 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.13 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.17 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.18 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.19 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
- 2.22 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash

deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=287136&dbid=0&repo=MeridianCity>

D. POLICE DEPARTMENT

No comments at this time.

E. PARK'S DEPARTMENT

No comments at this time.

F. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=288323&dbid=0&repo=MeridianCity>

G. ADA COUNTY DEVELOPMENT SERVICES (ACDS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=287386&dbid=0&repo=MeridianCity>

H. WEST ADA SCHOOL DISTRICT (WASD)

No comments were received from WASD.

I. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=288137&dbid=0&repo=MeridianCity>

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;

City Council finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family detached dwellings on the site at a gross density of 4.59 units per acre is consistent with the density desired in the MDR designation for this property; the preliminary plat and site design is consistent with the Comprehensive Plan, if all conditions of approval are met.

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

City Council finds the proposed map amendment to R-8 and development 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;**

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 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**

City Council finds City services are available to be provided to this development. Comments were not received from WASD on this application so Staff is unable to determine impacts to the school district.

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

City Council finds the proposed annexation is in the best interest of the city if revisions are made to the development plan as recommended.

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)

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

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

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;

City Council finds there are no roadways, bridges or intersections in the general vicinity that are in the IFYWP or the CIP.

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

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

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)

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