

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **Centers Farm, LLC, Owner/Developer**
 3. **L.C. Development, Inc., Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 20____, 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 **Centers Farm, LLC, and L.C. Development, Inc.**, whose address is 3770 S. Linder Road, Meridian, Idaho 83642, 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 rezoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for a new development agreement as required with annexation of the property (AZ-13-014, Ord. #14-1594) 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 27th day of August, 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 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 **Centers Farm, LLC, and L.C. Development, Inc.**, whose address is 3770 S. Linder Road, Meridian, Idaho 83642, 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, and conceptual park master plan approved with H-2016-0001 and the associated conditions of approval, including those associated with subsequent time extension applications (i.e., A-2018-0231, TECC-2020-0001, TECC-2022-0001, TECC-2024-0002).
- b. Future development of this site shall be consistent with the provisions contained in Section IV of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B.”
- c. Future development of this site shall be generally consistent with the conceptual building elevations as approved by Staff at the direction of City Council and attached hereto as Exhibit “C.”
- d. A 10-foot-wide detached sidewalk shall be constructed within the required street buffers along S. Linder Rd. and W. Harris St. as required with TECC-2024-0002.
- e. All internal local and collector streets shall align with stub streets to this property.
- f. The rear and/or sides of homes facing S. Linder Rd., W. Harris St., and S. Oakbriar Way 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. *Single-story homes are exempt from this requirement.*

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

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

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

7.2 **Notice and Cure Period.** In the event of Owner/Developer’s default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written

notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

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

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

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

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

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

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

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

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

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

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

OWNER/DEVELOPER:
Centers Farm, LLC
P.O. Box 518
Meridian, Idaho 83680

OWNER/DEVELOPER:
L.C. Development, Inc.
3770 S. Linder Road
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, B, and C follow]

ACKNOWLEDGMENTS

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

OWNER:
Centers Farm, LLC

Allen Lee Centers

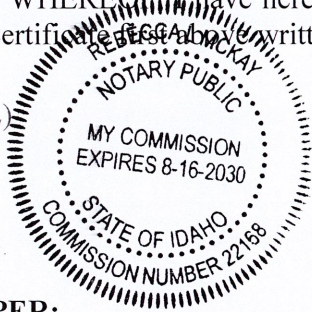
By: Allen Lee Centers

STATE OF IDAHO)
 : ss:
County of Ada)

On this 26TH day of November, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen Lee Centers, known or identified to me to be the Manager of **Centers Farm, 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 as above written.

(SEAL)



Rebecca E McKay
Notary Public for Idaho
My Commission Expires: 8-16-2030

OWNER/DEVELOPER:
L.C. Development, Inc.

Allen Lee Centers

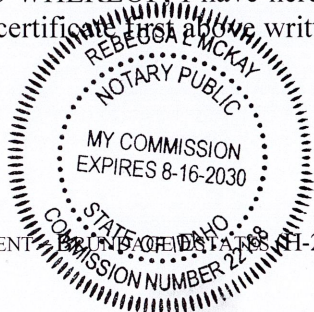
By: Allen Lee Centers

STATE OF IDAHO)
 : ss:
County of Ada)

On this 26TH day of November, 2024, before me, a Notary Public, personally appeared Allen Lee Centers, known or identified to me to be the President of **L.C. Development, Inc.**, 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 as above written.

(SEAL)



Rebecca E McKay
Notary Public for Idaho
My Commission Expires: 8-16-2030

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

Legal Description Brundage Estates

A parcel being located in the S ½ of the NW ¼ and the N ½ of the SW ¼ of Section 25, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

BEGINNING at an Aluminum Cap monument marking the southwest corner of the NW ¼ of said Section 25, from which an Aluminum Cap monument marking the northwest corner of said NW ¼ bears N 0°37'18" E a distance of 2651.67 feet;

Thence N 0°37'18" E along the westerly boundary of said NW ¼ a distance of 1326.02 feet to a 5/8 inch diameter iron pin marking the northwest corner of said S ½ of the NW ¼;

Thence S 89°22'59" E along the northerly boundary of said S ½ of the NW ¼ a distance of 1619.88 feet to a 5/8 inch diameter iron pin on the northerly and easterly easement line of the Sundall Lateral;

Thence along said northerly and easterly easement line the following described courses;

Thence S 16°36'02" E a distance of 254.04 feet to a 5/8 inch diameter iron pin;

Thence a distance of 90.10 feet along the arc of a 100.00 foot radius curve left, said curve having a central angle of 51°37'25" and a long chord bearing S 42°24'45" E a distance of 87.08 feet to a 5/8 inch diameter iron pin;

Thence S 68°13'27" E a distance of 350.55 feet to a 5/8 inch diameter iron pin;

Thence a distance of 91.77 feet along the arc of a 120.00 foot radius curve right, said curve having a central angle of 43°49'06" and a long chord bearing S 46°18'54" E a distance of 89.55 feet to a 5/8 inch diameter iron pin;

Thence S 24°24'21" E a distance of 319.79 feet to a 5/8 inch diameter iron pin;

Thence a distance of 84.58 feet along the arc of a 420.00 foot radius curve right, said curve having a central angle of 11°32'16" and a long chord bearing S 18°38'13" E a distance of 84.43 feet to a 5/8 inch diameter iron pin;

Thence S 12°52'05" E a distance of 326.67 feet to a 5/8 inch diameter iron pin;

Thence a distance of 74.10 feet along the arc of a 130.00 foot radius curve left, said curve having a central angle of 32°39'29" and a long chord bearing S 29°11'50" E a distance of 73.10 feet to a 5/8 inch diameter iron pin;

Thence S 45°31'35" E a distance of 113.85 feet to a 5/8 inch diameter iron pin on the northerly boundary of the SW ¼ of said Section 25;

Thence leaving said easement line and along said northerly boundary S 89°26'30" E a distance of 143.16 feet to a 5/8 inch diameter iron pin marking the northeast corner of said SW ¼ of Section

25, said point also being the northwesterly corner of Graycliff Estates Subdivision No. 2, as shown in Book 124 of Plats on Pages 19872 through 19875, records of Ada County, Idaho;

Thence along said subdivision boundary the following courses and distances:

Thence S 0°27'24" W along the westerly boundary of said SW ¼ of Section 25 a distance of 305.63 feet to a 5/8 inch diameter iron pin;

Thence a distance of 56.06 feet along the arc of a 675.00 foot radius non-tangent curve right, said curve having a central angle of 4°45'29" and a long chord bearing S 88°02'13" W a distance of 56.04 feet to a 5/8 inch diameter iron pin marking a point of tangency;

Thence N 89°35'02" W a distance of 27.06 feet to a 5/8 inch diameter iron pin;

Thence S 0°24'58" W a distance of 50.00 feet to a 5/8 inch diameter iron pin;

Thence S 89°35'02" E a distance of 8.08 feet to a 5/8 inch diameter iron pin;

Thence S 44°28'15" E a distance of 21.16 feet to a 5/8 inch diameter iron pin;

Thence continuing along and extending beyond said boundary S 0°27'25" W a distance of 950.98 feet to a 5/8 inch diameter iron pin on the southerly boundary of the N ½ of said SW ¼ of Section 25;

Thence along said southerly boundary N 89°29'22" W a distance of 1769.21 feet to a point on the centerline of the Calkins Drain;

Thence along said centerline the following courses and distances:

Thence N 41°24'36" W a distance of 913.65 feet to a point;

Thence N 43°44'27" W a distance of 45.00 feet to a point;

Thence N 59°15'27" W a distance of 42.00 feet to a point;

Thence N 70°28'27" W a distance of 50.00 feet to a point;

Thence N 82°50'52" W a distance of 95.25 feet to a point on the westerly boundary of said N ½ of the SW ¼;

Thence leaving said centerline and along said westerly boundary N 0°31'26" E a distance of 565.72 feet to the **POINT OF BEGINNING**.

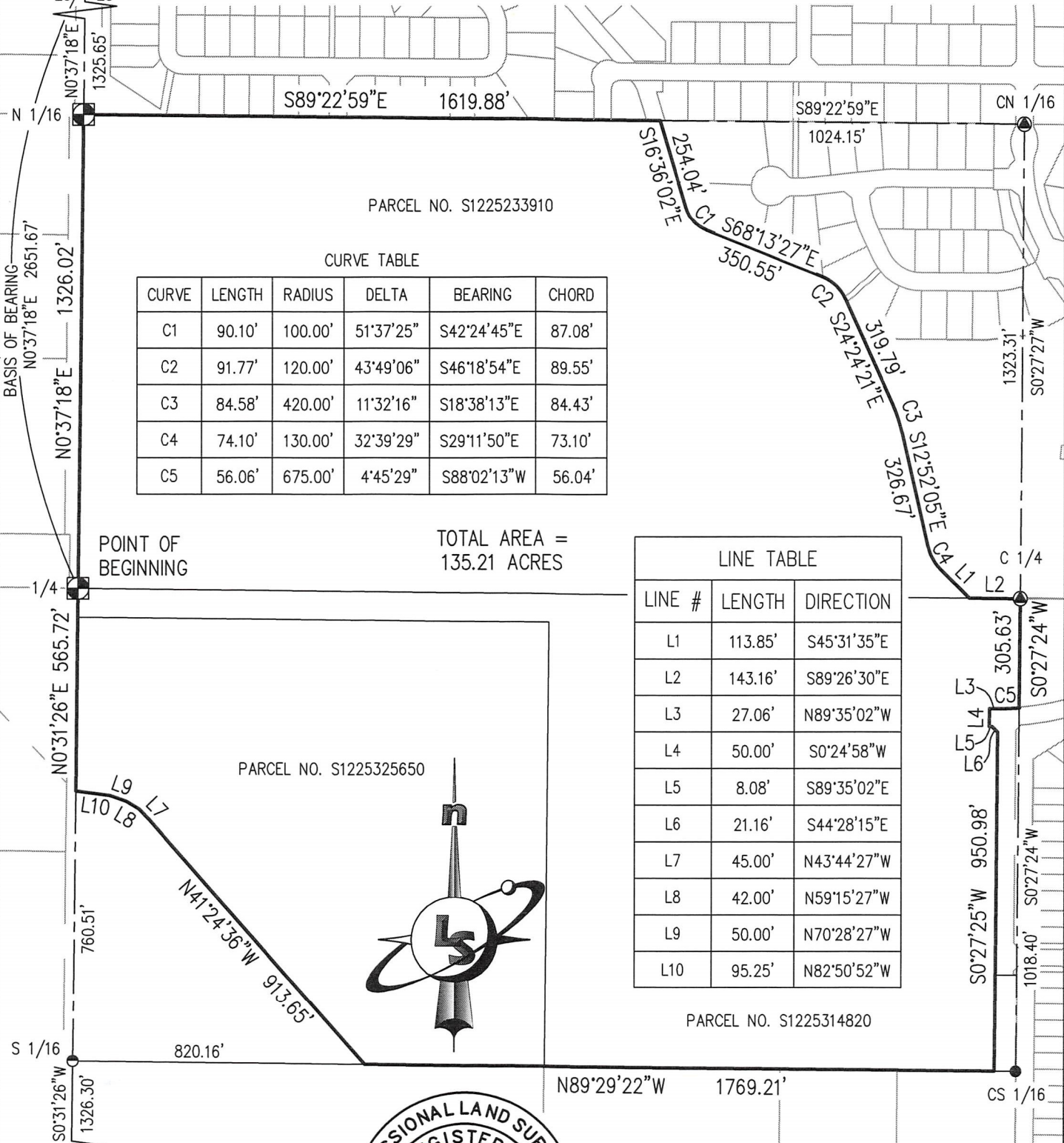
This parcel contains 135.21 acres more or less and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
July 1, 2024



BRUNDAGE ESTATES - EXHIBIT

23 24
26 25
W. VICTORY RD.



PARCEL NO. S1225233910

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	90.10'	100.00'	51°37'25"	S42°24'45"E	87.08'
C2	91.77'	120.00'	43°49'06"	S46°18'54"E	89.55'
C3	84.58'	420.00'	11°32'16"	S18°38'13"E	84.43'
C4	74.10'	130.00'	32°39'29"	S29°11'50"E	73.10'
C5	56.06'	675.00'	4°45'29"	S88°02'13"W	56.04'

POINT OF BEGINNING

TOTAL AREA =
135.21 ACRES

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	113.85'	S45°31'35"E
L2	143.16'	S89°26'30"E
L3	27.06'	N89°35'02"W
L4	50.00'	S0°24'58"W
L5	8.08'	S89°35'02"E
L6	21.16'	S44°28'15"E
L7	45.00'	N43°44'27"W
L8	42.00'	N59°15'27"W
L9	50.00'	N70°28'27"W
L10	95.25'	N82°50'52"W

PARCEL NO. S1225325650

PARCEL NO. S1225314820



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST.
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz



EXHIBIT B

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



In the Matter of the Request for a New Development Agreement for Brundage Estates Subdivision as Required with Annexation of the Property (AZ-13-014, Ord. #14-1594), by Engineering Solutions.

Case No(s). H-2024-0031

For the City Council Hearing Date of: August 20, 2024 (Findings on August 27, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 20, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 20, 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 August 20, 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 a new Development Agreement is hereby approved per the provisions in the Staff Report for the hearing date of August 20, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

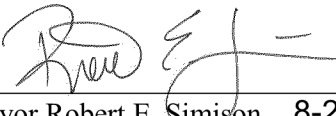
F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of August 20, 2024

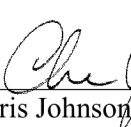
By action of the City Council at its regular meeting held on the 27th day of August, 2024.

COUNCIL PRESIDENT LUKE CAVENER	VOTED <u>AYE</u>
COUNCIL VICE PRESIDENT LIZ STRADER	VOTED <u>AYE</u>
COUNCIL MEMBER DOUG TAYLOR	VOTED <u>AYE</u>
COUNCIL MEMBER JOHN OVERTON	VOTED <u>AYE</u>
COUNCIL MEMBER ANNE LITTLE ROBERTS	VOTED <u>AYE</u>
COUNCIL MEMBER BRIAN WHITLOCK	VOTED <u>AYE</u>
MAYOR ROBERT SIMISON (TIE BREAKER)	VOTED _____




Mayor Robert E. Simison 8-27-2024


Attest:



Chris Johnson 8-27-2024
City Clerk



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

By: 

City Clerk's Office

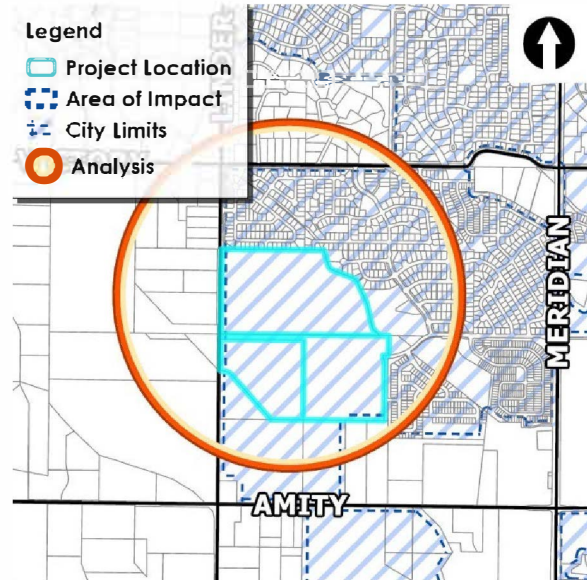
Dated: 8-27-2024

Charlene Way, Assistant City Clerk

**COMMUNITY DEVELOPMENT
DEPARTMENT REPORT**



HEARING DATE: 8/20/2024
 TO: Mayor & City Council
 FROM: Sonya Allen, Associate Planner
 208-884-5533
 sallen@meridiancity.org
 APPLICANT: Engineering Solutions
 SUBJECT: [H-2024-0031](#)
 Brundage Estates – MDA
 LOCATION: 3770 S. Linder Rd., in the west ½ of Section 25, T.3N., R.1W.



I. PROJECT OVERVIEW

A. Summary

Request for a new development agreement for Brundage Estates as required with annexation of the property (AZ-13-014, Ord. #14-1594).

B. Issues/Waivers

None

C. Recommendation

Staff: Approval with the provisions included below in Section IV.

D. Decision

Council: Approved the MDA request with the stipulation the Applicant submit revised conceptual elevations as requested by Staff that comply with the minimum design standards in the Architectural Standards Manual for approval by Staff prior to Council approval of the DA. The conceptual elevations included in Section VI.F below are *not* approved – see subsequent Development Agreement for approved elevations.

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)/Proposed Use	There is currently one single-family home on this rural residential/agricultural property	-
Proposed Land Use(s)	A total of 366 single-family homes are entitled to develop on this site	-
Existing Zoning	R-4 (medium low-density residential)	VI.A.2
Future Land Use Designation	LDR (Low-density Residential) & MDR (Medium-density Residential)	VI.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	6/4/2024
Neighborhood Meeting	6/20/2024
Site posting date	8/10/2024

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

This property was annexed in 2014 with the Victory South annexation, which was a Category B annexation of approximately 310.08-acres of land by the City of Meridian ([AZ-13-014](#), Ord. #[14-1594](#)). One of the provisions of the Declaration of Consent to Annexation was that the property owner may not develop (or receive development approval) until such time as the property owners and the City execute a Development Agreement (DA).

A preliminary plat for Brundage Estates Subdivision was approved in 2016, followed by several time extensions, the most recent of which is currently in process. The developer is now nearing submittal of a final plat application, which constitutes “development”; therefore, a DA is requested as required.

The preliminary plat entitles the property to develop with 366 building lots, 20 common lots and one (1) other lot on 136.63-acres of land in the R-4 zoning district as shown in Section VI.C below. An 8-acre City park is planned within the development as well as the extension of W. Harris Street, a mid-mile east/west collector street, from the east boundary of the site to the west to S. Linder Rd. in accord with ACHD’s Master Street Map, which will improve transportation in this area (see landscape plan and conceptual park master plan in Section VI.D below).

When the preliminary plat was approved, a step-down in density was approved on the southern portion of the property from medium- to low-density residential to match that on the northern portion of the property. The proposed development will provide larger lot sizes (i.e. average of 10,193 square feet) than is typical these days with an overall gross density of 2.68 units per acre, which is consistent with Policy #2.01.01 in the Comprehensive Plan, which states, “*Encourage diverse housing options suitable for various income levels, household sizes, and lifestyle preferences.*” The provision of a City park is also consistent with Policy #4.02.02, which states, “*Provide a variety of park types (neighborhood parks, community parks, regional parks) with a diversity of uses and activities interspersed throughout the community.*”

Staff recommends the proposed DA include provisions for future development of this property to be consistent with the approved preliminary plat, landscape plan and conceptual park master plan. As conditions of the concurrent time extension application, Staff recommends 10-foot wide detached sidewalks are provided in lieu of 5-foot sidewalks along S. Linder Rd. and W. Harris St. for public safety; and internal local and collector streets align with stub streets to this property. Staff recommends these provisions are also included in the DA.

Conceptual building elevations were approved for future homes within the development with the preliminary plat application as shown in Section VI.E. These approved elevations incorporate a variety of field and accent materials including stucco; a large number of windows/glazing; and lap, board & batten and shake siding with stone accents and architectural elements consisting of corbels to emphasize roof gables, masonry/stone columns at the entries, trim around windows, etc. A variety of color changes are incorporated as well for interest and accents.

Because the developer of this subdivision is different from the original developer, alternate elevations are proposed to be included in the new DA, as shown in Section VI.F below. The proposed elevations lack the variety in materials, colors, and architectural details and elements shared with the community, supported by City Council, and memorialized in the original approvals. Many of these of these

elevations do not meet the minimum, baseline standards in the Architectural Standards Manual (ASM) pertaining to building form, architectural elements and materials, as follows:

Building Form (pp. D-7 & D-8):

- Goal #R3.10 – Articulate building forms, including, but not limited to, massing, walls, and roofs, with appropriately scaled modulations that contribute to the development of visually aesthetic and well-articulated building designs. Applies to building façades visible from a public street or public spaces.

R3.1F – Incorporate visually heavier and more massive elements or materials, such as stone or masonry, primarily at the base of buildings, and lighter elements and materials such as siding, above. This excludes columns, supports, modulated walls, architectural features, and roof elements. *(Applies to the modern cottage and modern farmhouse elevations)*



- Goal #R3.20 – Residential designs should articulate façades into smaller components and break up monotonous wall planes by integrating horizontal and vertical elements.

R3.2A – Use any combination of material, color, modulation, or other articulation to delineate and break up wall planes greater than 20-feet by 10-feet or wall planes exceeding 200 total square feet (whichever is more stringent). Applies to public oriented building façades visible from a public street or public spaces. *(Applies to the modern cottage and modern farmhouse elevations)*

- Goal #R3.40 – Modulate and articulate roof forms to create building profile interest and to reduce the appearance of building mass and scale. Applies to public oriented façades visible from a public street, public spaces, and pedestrian environments.

R3.4D – Sloped roofs shall have a significant pitch, to be no less than 5/12 (22-1/2 deg). *(possibly applies to prairie and prairie elevations)*

R3.4E – Sloped roofs must extend at least 12 inches beyond the face of walls. *(Applies to modern cottage and possibly mid-century modern)*

Architectural Elements (pp. D-13 and D-14): *(applies to most if not all of the elevations)*

- Goal #R4.10 – Use architectural elements and detailing to add interest and contribute to an aesthetic building character. Applies to building façades visible from a public street or public spaces.

R4.1A – Provide detailing that transition or frame façade material changes, and that integrate architectural elements such as lighting, doorways and windows. Examples include but are not limited to: cornice work, decorative caps on brick or stone, decorative lintels, porch railing, transom light, and shutters.

- Goal #R4.20 – Strategically locate focal points as key elements within the building design to enhance architectural character. Applies to building façades visible from a public street or public space.

R4.2A - Provide details that emphasize focal elements such as building corners, entries, or unique features. Detail examples include but are not limited to: quoin or rustication, canopies, and columns, or using roof lines and modulation to direct views. At least one focal element is required and must be accented with a contrast in color, texture, or modulation of the wall or roof plane.



» This single family residential home has a number of added architectural elements including: {A} corbels to emphasize roof gables; {B} transom windows to create more interest; {C} stained wood columns and accents, to frame the entry and front of the house; {D} sidelights to emphasize the entry; {E} stone column bases with caps to anchor the building; and {F} shutters and trim around windows and vents to accent and transition materials.

Materials (pp. D-17, D-18, D-19): *(applies to most if not all of the elevations)*

- Goal #R5.20 – Incorporate material and color changes as integrated details of the building design; maintain architectural integrity and promote a quality appearance and character. Applies to building façades visible from a public street, public space, and pedestrian environments.

R5.2A – Use a cohesive color scheme featuring a minimum of two field colors, a trim color, and an accent color or unique material. Garage door colors must coincide with this scheme or other accents.

R5.2B – For each wall plane area greater than 20-feet in length or height, and visible from prescribed areas, incorporate at least two distinct field materials, patterns, or colors in any combination, for at least 25% of the visible area. Windows or portals with qualifying accent materials may count toward this requirement, when meeting overall material requirements for the façade elevation.

- Goal #R5.30 – Use colors that complement building materials and support innovative and good design practices. Applies to building façades visible from a public street, public spaces, and pedestrian environments.
R5.3A – Use of subtle, neutral, or natural tones must be integrated with at least one accent or field material.



Staff discussed these concerns with the Applicant prior to application submittal and advised the Applicant to heighten the design of their elevations; however, the developer preferred to stay with their established product type. *Note: Although single-family detached dwellings are not typically required to comply with the design standards in the ASM, instead receiving higher level review typical with annexations and preliminary plats, UDC 11-5B-8B.2 does allow compliance to be required with a DA. Previous concepts proposed with the preliminary plat were in closer conformance to these standards; therefore, compliance with the standards was not required.*

Staff finds the existing elevations to be of a higher quality of design in terms of the baseline standards in building form, architectural elements, materials and colors. Therefore, Staff is *not* in support of the proposed modification without changes to the elevations to comply with the design standards noted above. Staff recommends the Applicant make revisions to the elevations to comply *prior* to City Council taking action on this application. This may require continuance of the hearing to a later date if the Applicant is unable to make these changes prior to the Council hearing.

Further, and which is typical of developments along major roadways, because the rear and/or sides of homes facing S. Linder Rd., W. Harris St. and S. Oakbriar Way will be highly visible, Staff recommends a provision in the DA that requires these elevations to 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. *Single-story homes are exempt from this requirement.*

Table 3: Project Overview

Description	Details
History	AZ-13-014 Victory South (Ord. #14-1594); H-2016-0001 (PP Brundage Estates); A-2018-0231 (1 st time extension); TECC-2020-0001 (2 nd time extension); TECC-2022-0001 (3 rd time extension); TECC-2024-0002 (4 th time extension – currently in process)
Acreage	136.63-acres

B. History and Process

The preliminary plat (H-2016-0001) for this property was approved in 2016. Three (3) previous time extensions have been approved for this subdivision, a fourth is currently in process.

IV. CITY/AGENCY COMMENTS & CONDITIONS

Staff recommends the Applicant make revisions to the proposed elevations to comply with the design standards noted above in Section III prior to City Council taking action on this application. *This may require continuance of the hearing to a later date if the Applicant is unable to make these changes prior to the Council hearing.*

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision of annexation of this property and shall be entered into between the City of Meridian, the property owner(s), and the developer. 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 subject application. A final plat application shall not be submitted until the DA has been recorded. The DA shall, at minimum, incorporate the following provisions:
 - a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan and conceptual park master plan approved with H-2016-0001 and the associated conditions of approval, including those associated with subsequent time extension applications (i.e. A-2018-0231, TECC-2020-0001, TECC-2022-0001, TECC-2024-0002).
 - b. A 10-foot wide detached sidewalk shall be constructed within the required street buffers along S. Linder Rd. and W. Harris St. as required with TECC-2024-0002.
 - c. All internal local and collector streets shall align with stub streets to this property.
 - d. The rear and/or sides of homes facing S. Linder Rd., W. Harris St. and S. Oakbriar Way 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. *Single-story homes are exempt from this requirement.*

Other Agency comments may be accessed in the [project file](#), included in the public record.

V. ACTION

A. Staff:

Staff recommends approval of the proposed MDA application per the analysis in Section III, including changes to the elevations to comply with the design standards in the ASM, and the recommended provisions in Section IV above.

A. City Council:

The Meridian City Council heard this item on August 20, 2024. At the public hearing, the Council moved to approve the subject MDA request.

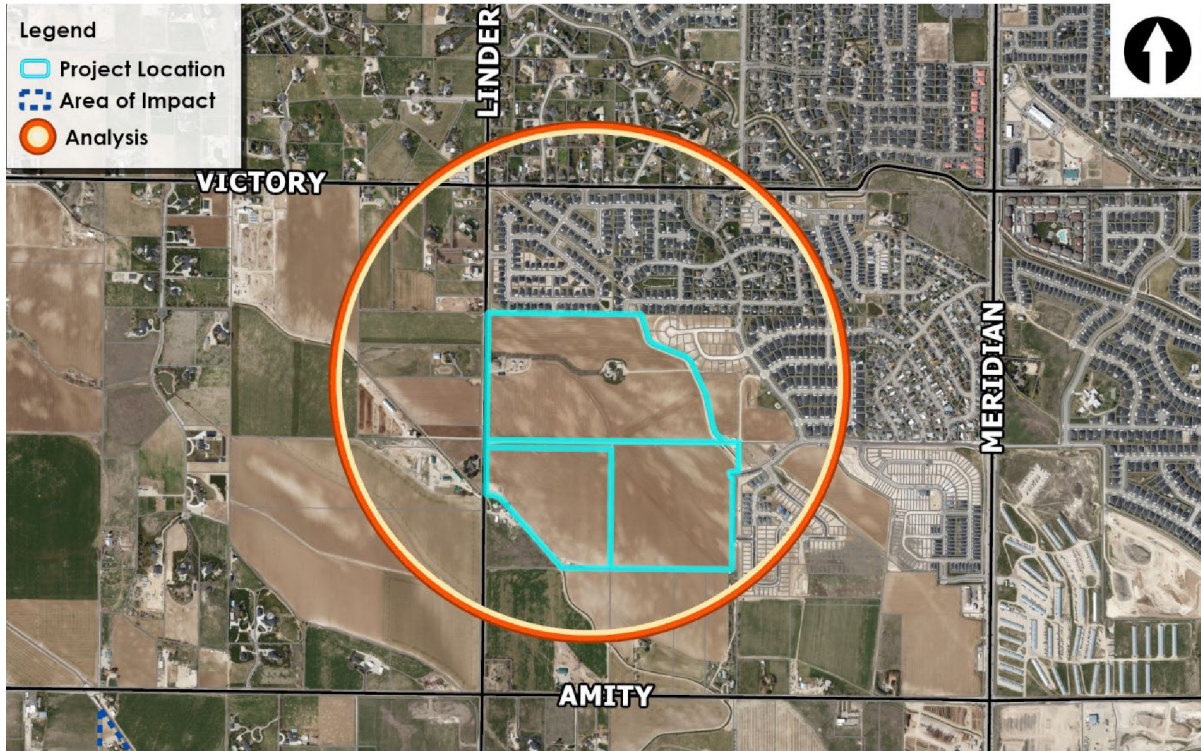
1. Summary of the City Council public hearing:
 - a. In favor: Becky McKay, Engineering Solutions
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. Agreement with Staff that the conceptual elevations need to be revised to comply with the minimum design standards and the process for such.
4. City Council change(s) to Commission recommendation:
 - a. Council approved the MDA request with the stipulation the Applicant submit revised conceptual elevations as requested by Staff that comply with the minimum design standards in the Architectural Standards Manual for approval by Staff prior to Council approval of the DA. *The elevations included herein are not approved.*

VI. EXHIBITS

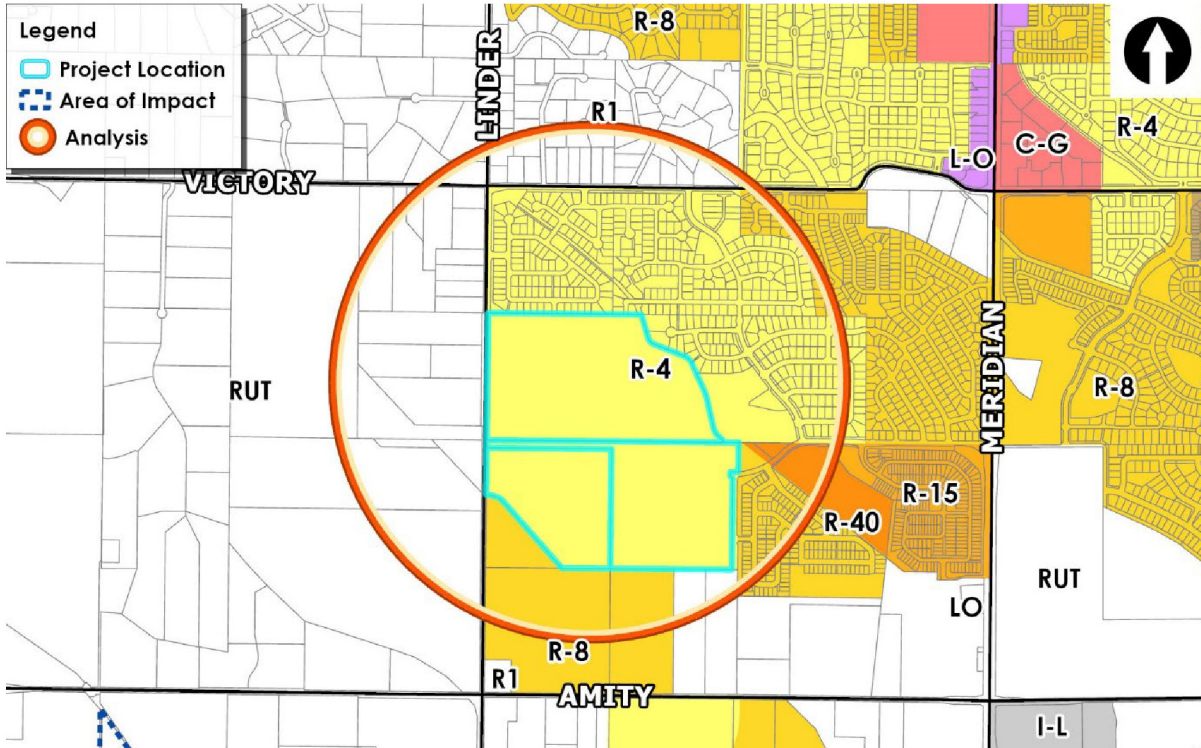
A. Project Area Maps

(link to [Project Overview](#))

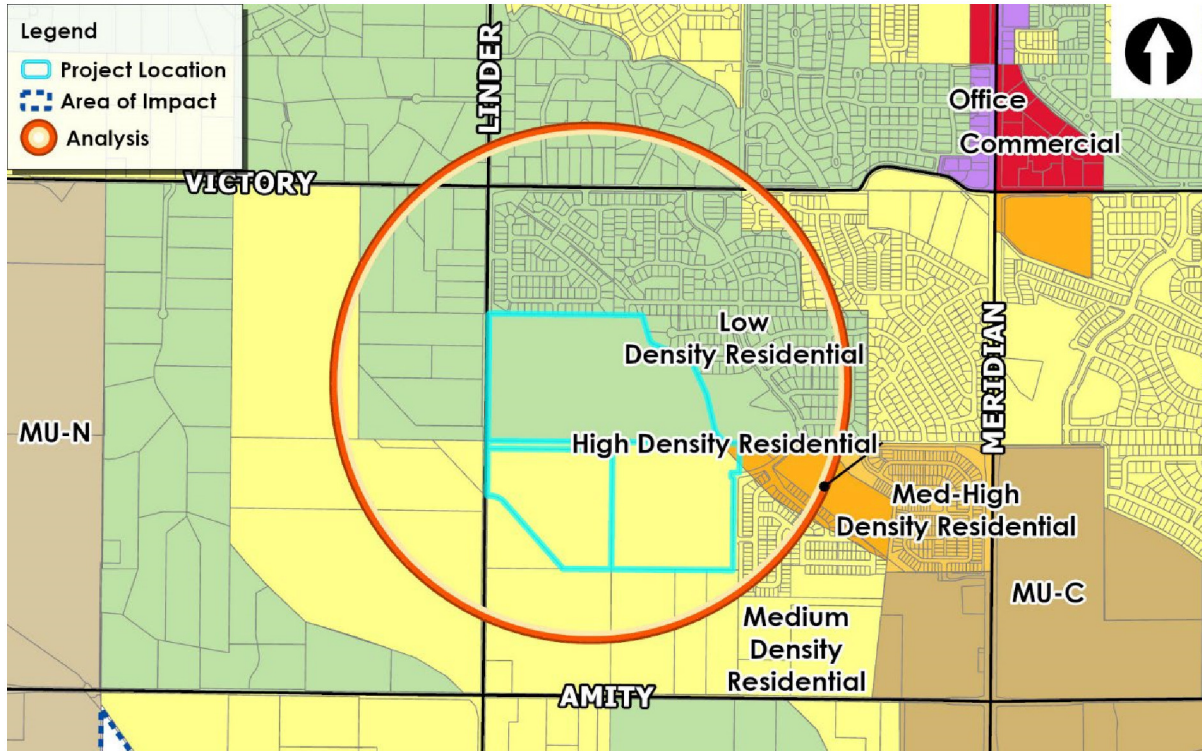
1. Aerial



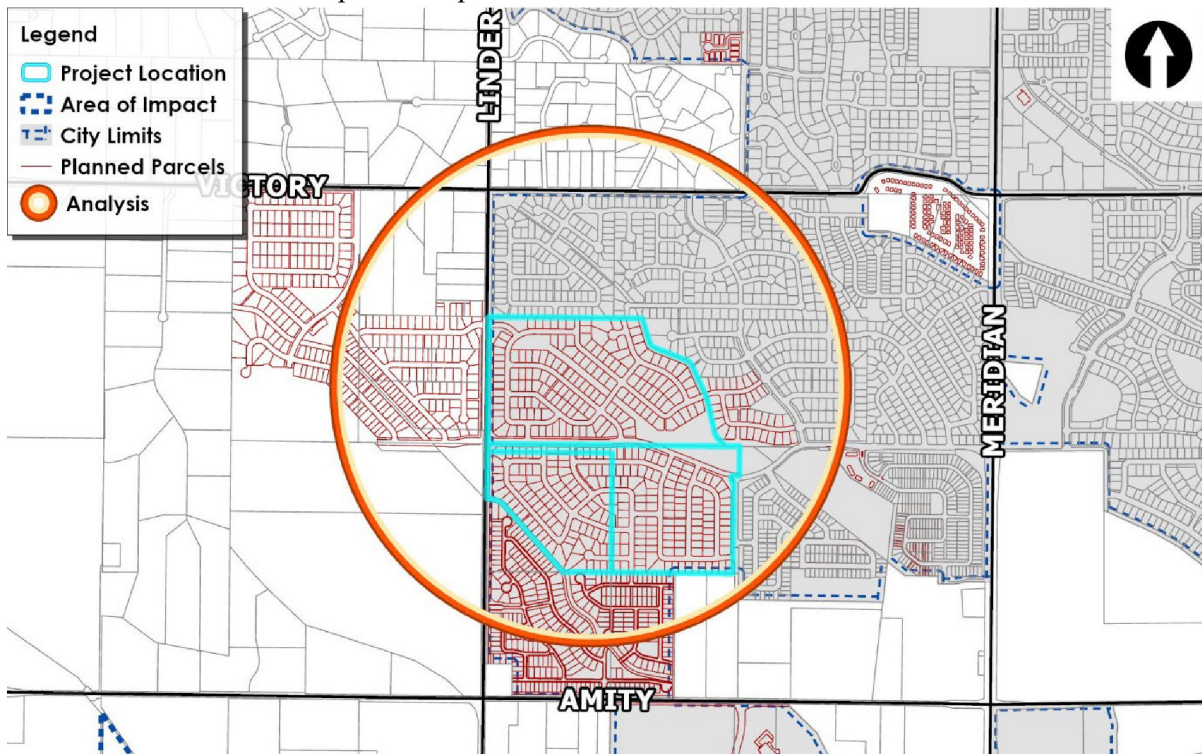
2. Zoning Map



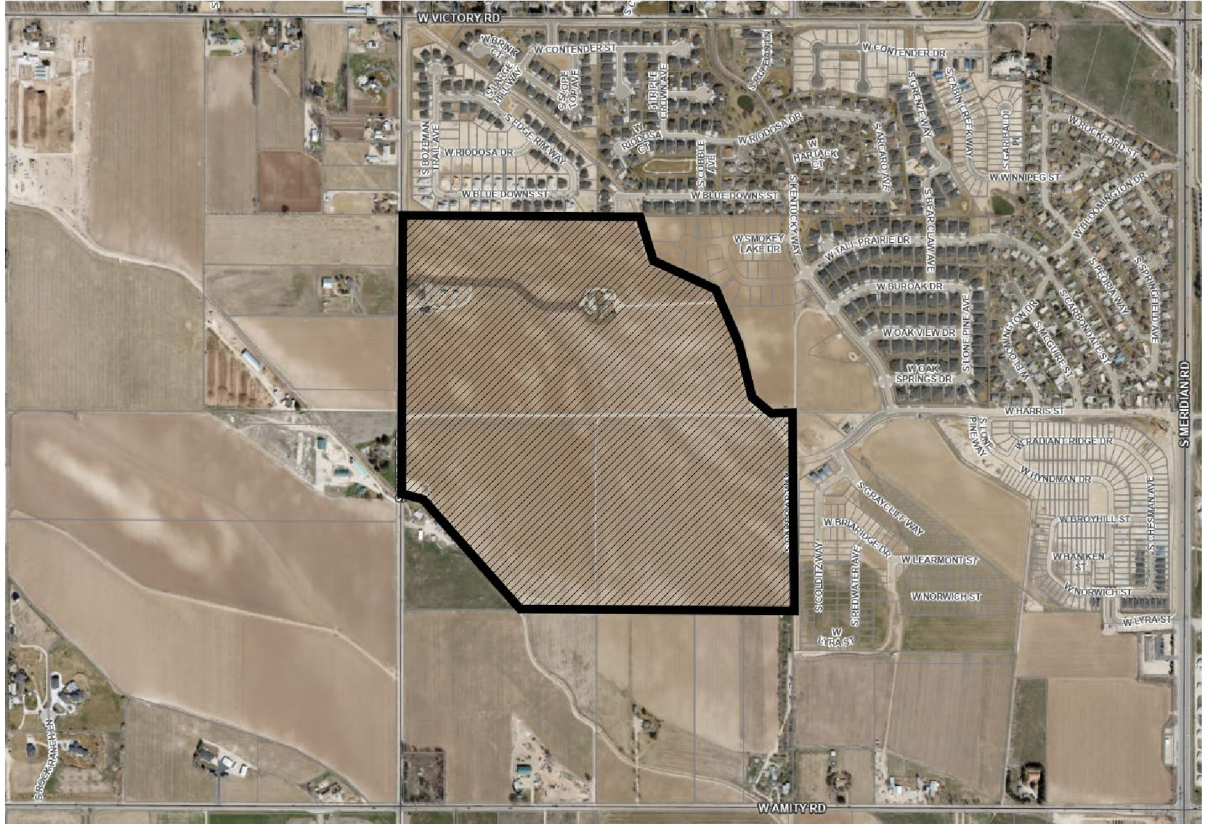
3. Future Land Use



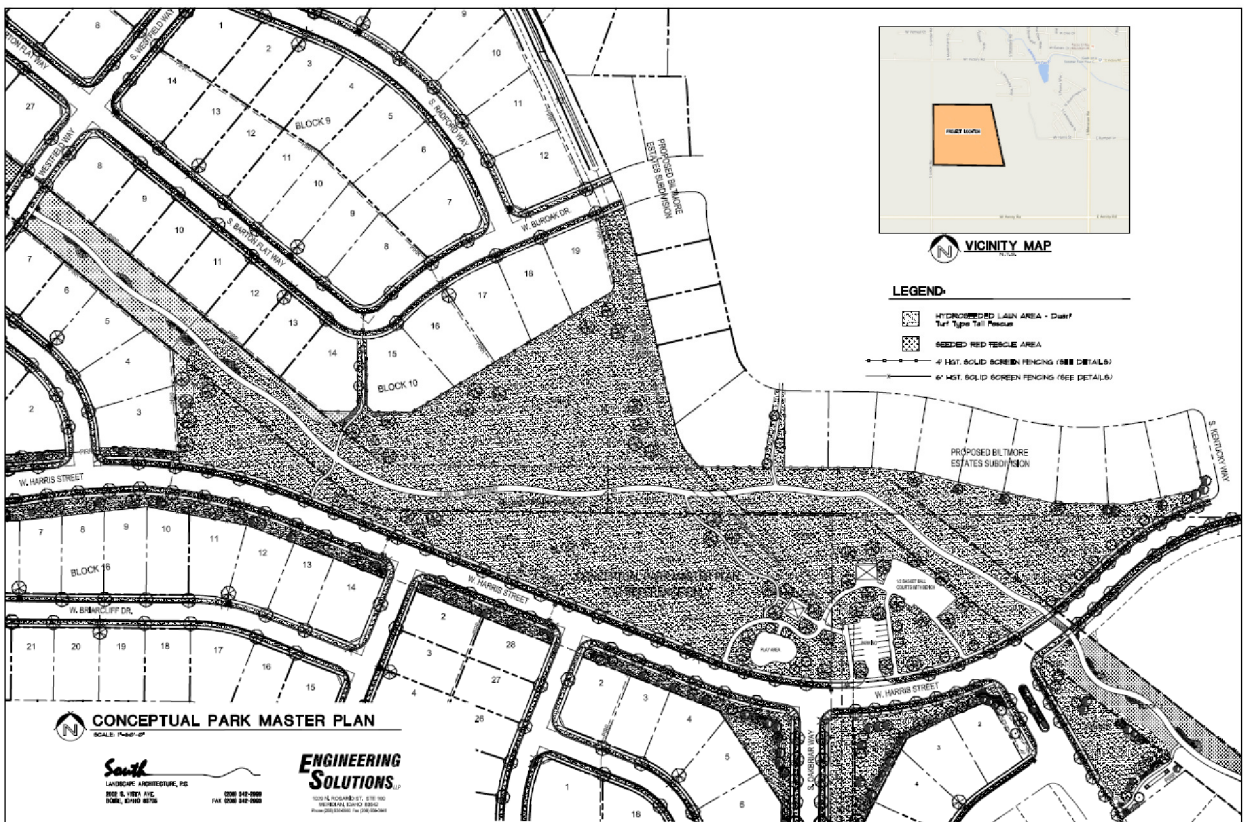
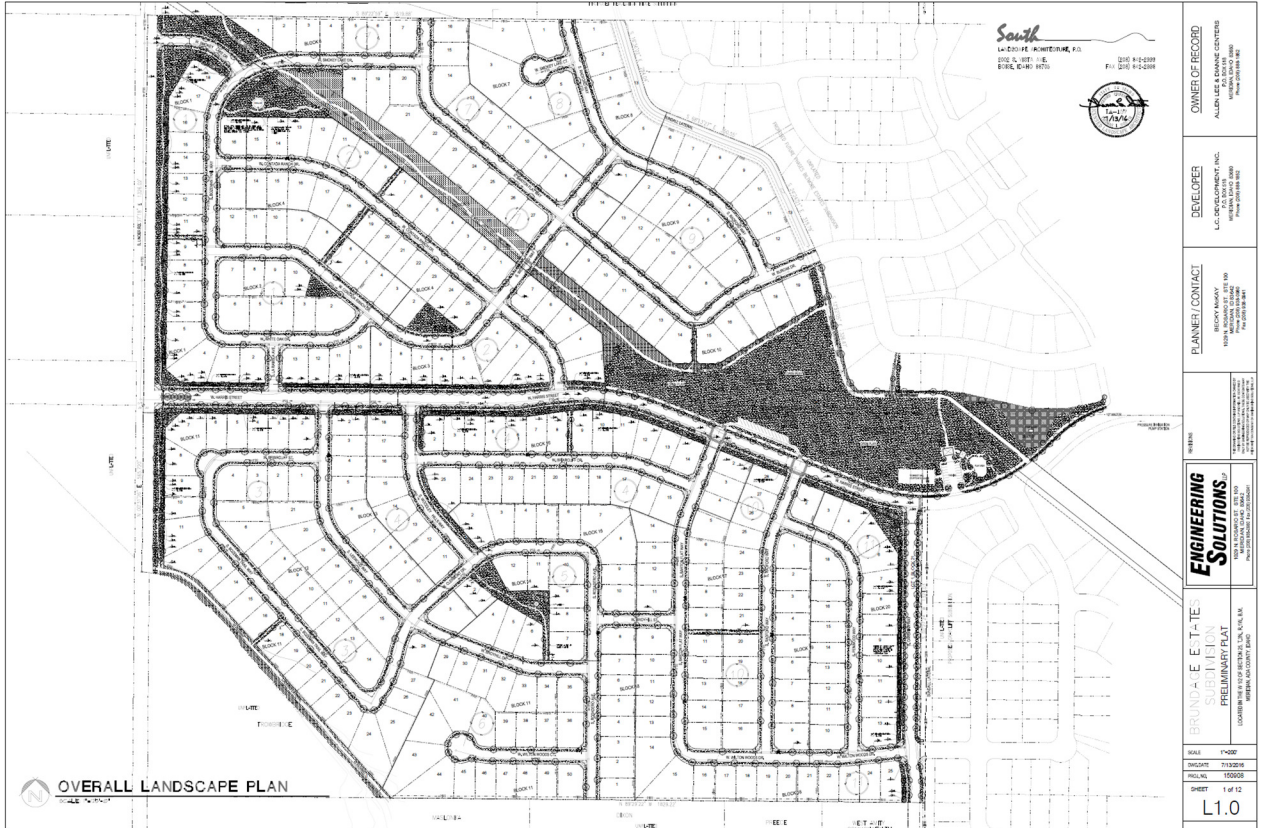
4. Planned Development Map



B. Aerial Photo



D. Approved Landscape Plan & Conceptual Park Master Plan



E. Approved Conceptual Building Elevations/Photos



F. Proposed Conceptual Building Elevations – *NOT APPROVED* (See Development Agreement for approved elevations)

JUNIPER COLLECTION



PRAIRIE



MODERN FARMHOUSE



CASCADE

BROOKSIDE COLLECTION



MODERN COTTAGE



MID-CENTURY MODERN



PRAIRIE



MODERN FARMHOUSE

RIVERBEND COLLECTION



MODERN FARMHOUSE



ESCAPE



PRARIE

G. Service Accessibility Report

PARCEL S1225233910 SERVICE ACCESSIBILITY

Overall Score: 22	11th Percentile
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Criteria	Description	Indicator
Location	In City Limits	GREEN
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time > 9 min.	RED
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) > existing (# of lanes) & road IS in 5 yr work plan	YELLOW
School Walking Proximity	From 1/2 to 1 mile walking	YELLOW
School Drivability	Not within 2 miles driving of existing or future school	RED
Park Walkability	No park within walking distance by park type	RED

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EXHIBIT C

