

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
 2. **Gardner Homes Idaho, LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 21 day of September, 2022, 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 **Gardner Homes Idaho, LLC**, whose address is 2078 Everest Lane, Meridian, Idaho 83646, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer are the sole owners, 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/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 has submitted an application for annexation of 4.96 acres of land to be zoned from RUT to the R-4 (Medium Low-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 9th day of August, 2022, 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 are 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, and **Gardner Homes Idaho, LLC**, whose address is 2078 Everest Lane, Meridian, Idaho 83646, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s) and/or 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 substantially consistent with the approved plat, landscape plan (including proposed open space and sports court amenity), and conceptual building elevations included in Section VII and the provisions contained herein.
- b. The rear and/or sides of homes visible from W. McMillan Road (Lots 1-4) 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 street. *Single-story structures are exempt from this requirement.*

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's/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 Owners/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 reserve 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 re-zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

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

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to

insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.

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

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

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

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:

Gardner Homes Idaho, LLC
2078 Everest Lane
Meridian, Idaho 83646

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/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed their obligations under this Agreement.

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

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

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

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

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

22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

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

ACKNOWLEDGMENTS

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

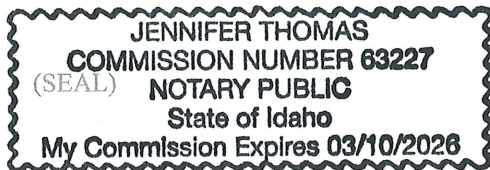
OWNER/DEVELOPER:
Gardner Homes Idaho, LLC


By: **Matthew Gardner**

STATE OF IDAHO)
 : ss:
County of Ada)

On this 21 day of September, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Matthew Gardner**, known or identified to me to be the owner/developer of **Gardner Homes Idaho, LLC** and the person who signed above and acknowledged to me that he executed the same on behalf of said corporation.

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





Notary Public
My Commission Expires: 3/10/2026

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____, 2022, 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
Commission expires: _____



April 19, 2022
Project No.: 121130

EXHIBIT "A"

**PICKLEBALL COURT SUBDIVISION
ANNEXATION / REZONE DESCRIPTION**

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 27, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the South One Quarter Corner of Section 27 of said Township 4 North, Range 1 West, (from which point the southwest corner of said Section 27 bears North 89°35'49" West, a distance of 2654.00 feet distant), said South One Quarter Corner of Section 27 being the POINT OF BEGINNING;

Thence from said South One Quarter Corner, North 89° 35' 49" West, a distance of 334.34 feet on the South line of said Section 27 to a point common with the Centerline intersection of North Joy Street;

Thence North 00° 25' 00" East, a distance of 646.62 feet on the Centerline of said North Joy Street;

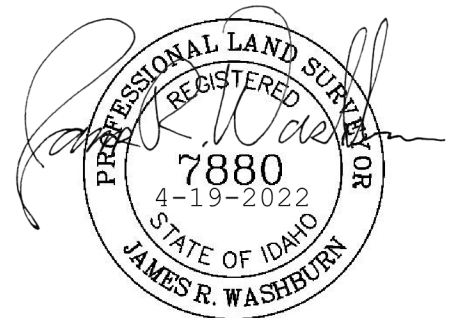
Thence South 89° 15' 37" East, a distance of 334.75 feet to a point on the north-south mid-section line of said Section 27;

Thence South 00° 27' 09" West, a distance of 644.68 feet on said mid-section line to the POINT OF BEGINNING.

The above described contains 4.96 acres more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn



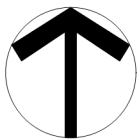
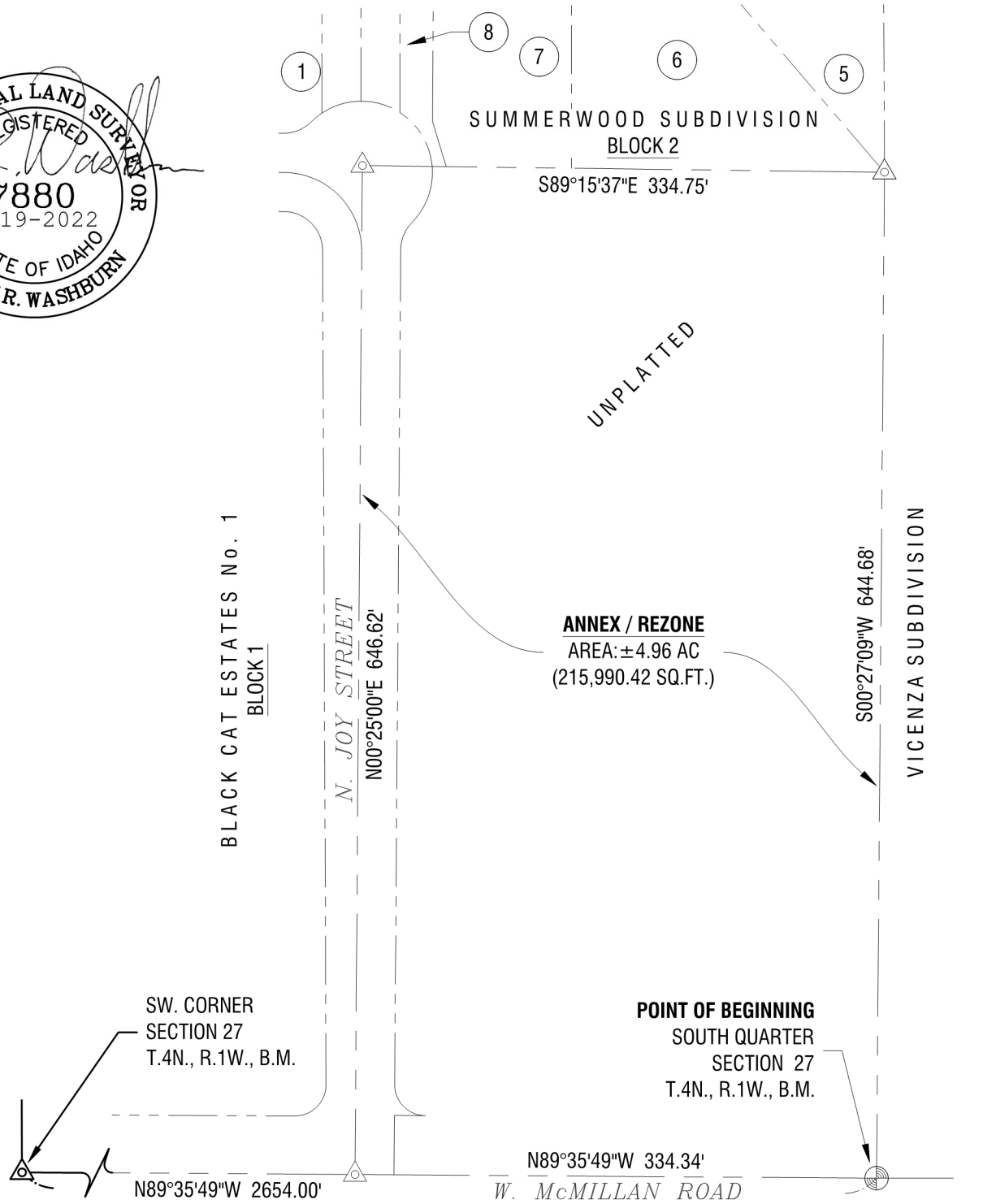


Exhibit "B"

Horizontal Scale: 1" = 100'



Project No.: 121130
Date of Issuance: 04/19/2022



Annex / Rezone

1 of 1

EXHIBIT B

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



In the Matter of the Request for Annexation of 4.96 acres of land to be zoned from RUT in the County to the R-4 zoning district and a Preliminary Plat consisting of 14 single-family residential building lots and 4 common lots on 4.58 acres of land in the requested R-4 district, by The Land Group.

Case No(s). H-2022-0025

For the City Council Hearing Date of: July 26, 2022 (Findings on August 9, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 26, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of July 26, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of July 26, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 26, 2022, 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 July 26, 2022, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

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

1. The applicant's request for Annexation and Zoning and Preliminary Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of July 26, 2022, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. Additional time extensions up to two (2) years as

determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of July 26, 2022.

By action of the City Council at its regular meeting held on the 9th day of August, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED AYE

COUNCIL MEMBER TREG BERNT

VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

MAYOR ROBERT E. SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 8-9-2022
By Brad Hoaglund, Council President

Attest:



Chris Johnson 8-9-2022
City Clerk

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

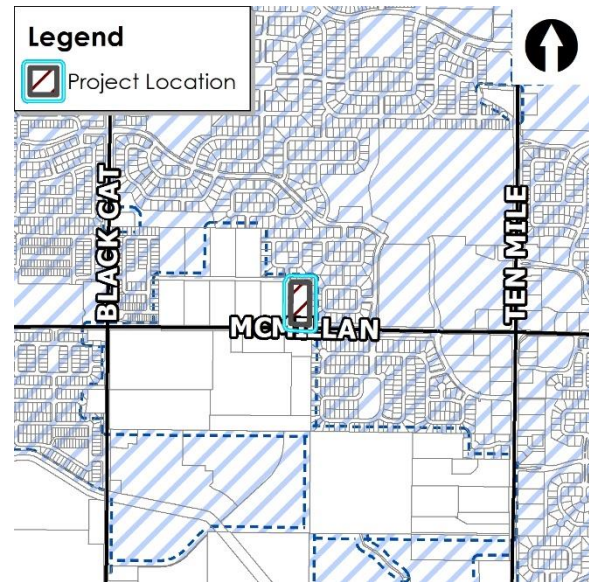
By:  Dated: 8-9-2022
City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 7/26/2022
TO: Mayor & City Council
FROM: Joe Dodson, Associate Planner
208-884-5533
SUBJECT: H-2022-0025
Pickleball Court Subdivision

LOCATION: Located at 4050 W. McMillan Road, at the northeast corner of N. Joy Street and W. McMillan Road, in the SE 1/4 of the SW 1/4 of Section 27, Township 4N, Range 1W.



I. PROJECT DESCRIPTION

Request for Annexation of 4.96 acres of land to be zoned from RUT in the County to the R-4 zoning district and a Preliminary Plat consisting of 14 single-family residential building lots and 4 common lots on 4.58 acres of land in the requested R-4 district, by The Land Group.

II. SUMMARY OF REPORT

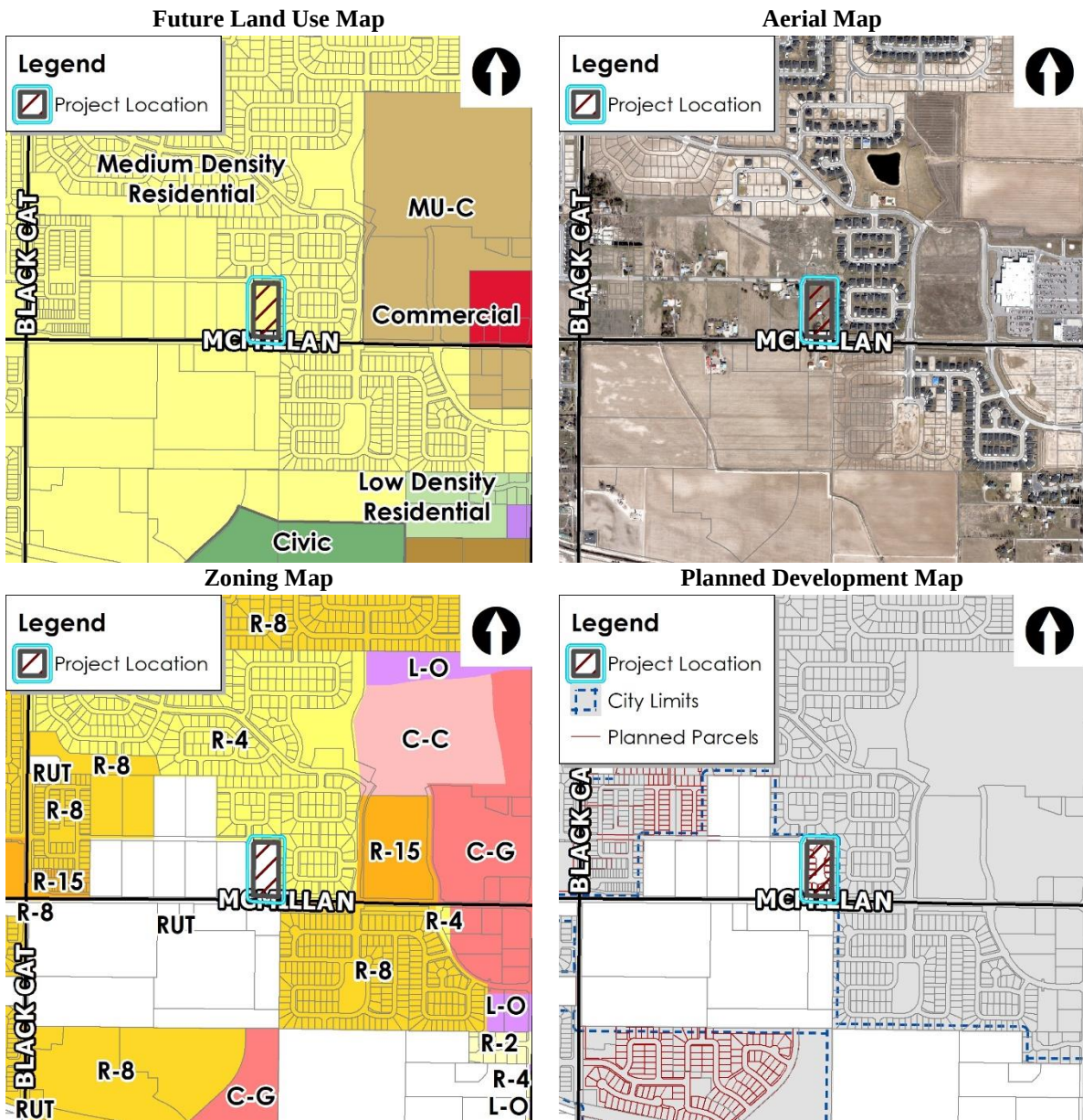
A. Project Summary

Description	Details	Page
Acreage	AZ – 4.96 acres; PP – 4.58 acres	
Future Land Use Designation	Medium Density Residential (MDR, 3-8 du/ac)	
Existing Land Use(s)	County Residential	
Proposed Land Use(s)	Detached Single-family Residential	
Lots (# and type; bldg./common)	18 total lots – 14 residential building lots and 4 common lots	
Phasing Plan (# of phases)	1 phase	
Number of Residential Units	14 single-family units	
Density	Gross – 3.06 du/ac.; Net – 5.05 du/ac.	
Open Space (acres, total [%]/buffer/qualified)	None required – Approximately 29,600 square feet of total open space proposed	
Neighborhood meeting date	February 1, 2022	
History (previous approvals)	No application history with the City	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
Staff report (yes/no)	Yes	
Requires ACHD Commission Action (yes/no)	No	
Access (Arterial/Collectors/State Hwy/Local) (Existing and Proposed)	Access is proposed via a new local street connection to N. Joy Street, an existing local street that connects to W. McMillan Road, an arterial street. Access to all proposed homes is shown from new local street that ends in a cul-de-sac near the north boundary.	
Stub Street/Interconnectivity/Cross Access	No opportunity for a future stub due to existing development and no existing stub to property from existing development.	
Existing Road Network	No, except Joy Street and W. McMillan Road.	
Proposed Road Improvements	The Applicant is required to dedicate additional right-of-way for W. McMillan Road and widen the paved surface area adjacent to the site. Applicant is also required to reconstruct Joy Street as ½ of a 33-foot wide local street section abutting the site. Applicant is proposing a new local street to dead-end in a cul-de-sac.	
Fire Service		
Distance to Fire Station	2.1 miles from Fire Station #2; project area will eventually be serviced by Fire Station 8, scheduled to be opened in late Summer 2023.	
Fire Response Time	The project lies <i>inside</i> of the Meridian Fire response time goal of 5 minutes. Once Station 8 is constructed, response times will be reduced in this area.	
Resource Reliability	Fire Station #2 reliability is 85% (above the goal of 80%)	
Accessibility	Proposed project meets all required road widths, and turnaround dimensions.	
Water & Wastewater		
Impacts/Concerns	See Public Works Site Specific Conditions	

C. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant:

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

B. Property Owner:

Matthew Gardner, Gardner Homes Idaho, LLC – 2078 W. Everest Lane, Meridian, ID 83646

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	5/31/2022	
Radius notification mailed to properties within 500 feet	5/26/2022	
Site Posting	6/4/2022	
Nextdoor posting	5/25/2022	

V. STAFF ANALYSIS

A. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

Medium Density Residential (MDR) – This designation allows for dwelling units at gross densities of three to eight dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

The subject 4.5 acres currently contains a barn or other agricultural building or two; the previous home appears to have been removed according to the latest aerial imagery. The subject site is abutted by two public roads; McMillan Road to the south and Joy Street to the west. Abutting to the north and east property lines are two existing R-4 developments, Vicenza Subdivision to the east and Summerwood Subdivision No. 2 to the north. The subject property is designated as Medium Density Residential on the future land use map consistent with existing development to the east and north. Due to the existing local street along the west boundary, the Applicant is proposing to take access from this street and close any existing access to McMillan, which is consistent with City code.

The Applicant is proposing 14 building lots on 4.5 acres of land which constitutes a gross density of 3.06 units per acre, nearly the minimum density allowed within the MDR designation. The minimum building lot size proposed is 8,000 square feet which is the minimum lot size for the requested R-4 zoning district. The adjacent developments are of similar density and has building lots similar in size and also some that are larger than what are proposed with this project. There are no more than 2 building lots proposed adjacent to any single existing lot along the north and east boundaries and the Applicant has placed an open space lot along the north boundary and at the southeast corner of the site.

Because the proposed development is consistent with the existing development to the east and north and no access to an arterial street is proposed, Staff believes annexing this land into the City is in the best interest of the City and is a logical expansion of City zoning and development so long as the Applicant adheres to Staff's recommended DA provisions and conditions of approval.

Staff finds the proposed project to be generally consistent with the Comprehensive Plan, as discussed above. Specific Comprehensive Plan policies are discussed and analyzed below.

The City may require a development agreement (DA) in conjunction with an annexation and rezone pursuant to Idaho Code section 67-6511A. In order to ensure the site develops as proposed with this application, Staff recommends a DA that encompasses the land proposed to be annexed and zoned with the provisions included in Section VIII.A1. The DA is required to be signed by the property owner(s)/developer and returned to the City within 6 months of the

Council granting the rezone and annexation approval. A final plat will not be accepted until the DA is executed and the AZ ordinance is approved by City Council.

B. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

The applicable Comprehensive Plan policies are cited below with Staff analysis in italics. Staff is not analyzing the project against any mixed-use policies but is instead analyzing the project against general policies as the project is being reviewed with the MDR designation.

“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). The proposed project offers a density similar to the existing subdivisions to the east and north. Further, this property is part of a larger MDR area that is also redeveloping west of the site at the northeast corner of Black Cat and McMillan with smaller lot sizes than those proposed in Pickleball Court. Staff finds the density and lot sizes proposed on the subject 4.5 acres to be an appropriate transition from the existing subdivisions to the remaining county parcels to the west and those smaller developing projects further to the west.

“Establish and maintain levels of service for public facilities and services, including water, sewer, police, transportation, schools, fire, and parks” (3.02.01G). All public utilities are available for this project site due to the existing stub street on its east boundary. Applicant is required to dedicate additional right-of-way for future McMillan Road improvements (upgraded from two to three lanes in the future). The future Fire Station 8 will improve the response times in this entire area of the City and Fire has approved the accesses for the proposed plat. West Ada School District has not sent a letter regarding this application but with a relative low number of homes a large number of school aged children is not anticipated to be generated by this development. In addition, Pleasant View Elementary School is within walking distance of the subject site so any children in that age group would be able to get to school safely.

Staff finds that the existing and planned development of the immediate area create appropriate conditions for levels of service to and for this proposed project.

“Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D). Proposed project will construct attached sidewalks within the development as well as along the east side of the Joy Street for added pedestrian access to the north through the existing pedestrian facilities in Summerwood Subdivision and out to Gondola Street, a collector street with access to multiple subdivisions in this section of the City. Staff finds the proposed pedestrian facilities show compliance with this policy.

“Ensure that new development within existing residential neighborhoods is cohesive and complementary in design and construction.” (2.02.02F). As discussed, the Applicant is proposing lot sizes averaging over 8,000 square feet, significantly similar to those within the adjacent subdivisions to the east and north. Further, the Applicant is proposing a density at the bottom of the anticipated density in this area of the City. Staff finds these aspects of the project makes for a project consistent with the existing development to the east but also most consistent with the remaining county residential parcels on the west side of Joy Street that have not yet redeveloped.

“Require new development to establish street connections to existing local roads and collectors as well as to underdeveloped adjacent properties.” (6.01.02C). The Applicant is proposing to construct a new local cul-de-sac street within the development for access to the proposed building lots. The new local street is proposed to connect to N. Joy Street, a county local street adjacent to the subject site. The Applicant is required to and is proposing to improve the existing right-of-way for Joy Street to include additional pavement, curb, gutter, and 5-foot wide attached sidewalks adjacent to the site. Further, the Applicant is required to construct 5-foot wide detached sidewalk along McMillan Road consistent with existing improvements to the east,

further extending the arterial street pedestrian facilities and safe pedestrian access to the commercial uses at the Ten Mile and McMillan intersection. In addition, the proposed road and pedestrian facility improvements will add to the safety of the underdeveloped county parcels that utilize Joy Street and Daphne Street, the local street that branches off and heads west of Joy at the northwest corner of the site.

Staff finds this development to be generally consistent with the Comprehensive Plan.

C. Existing Structures/Site Improvements:

According to GIS imagery, there appears to be a couple outbuildings on the subject site. Any and all structures and debris are proposed to be removed upon development of this project.

Furthermore, the existing access for this site is via a driveway connection to W. McMillan Road that will also be closed upon development. No other site improvements appear to be present.

D. Proposed Use Analysis:

The proposed use is detached single-family residential with an average lot size of 8,620 square feet and a minimum lot size of 8,000 square feet, based on the submitted plat (Exhibit VII.B).

This use is a permitted use in the requested R-4 zoning district per UDC Table 11-2A-2 and all lots are shown to meet the minimum lot size requirement of 8,000 square feet and minimum street frontage requirement of 60 feet. The Applicant has noted the development is expected to develop as one phase due to the size of the proposed project.

E. Dimensional Standards ([UDC 11-2](#)):

The residential lots are shown to meet all UDC dimensional standards per the submitted plat. In addition, all subdivision developments are also required to comply with Subdivision Design and Improvement Standards (UDC 11-6C-3). *Some of the lot dimensions shown on the submitted preliminary plat do not compute to the minimum lot size of 8,000 square feet. Prior to the City Council hearing, the Applicant should ensure all lots meet the minimum lot size requirement for the requested R-4 zoning district. Staff's calculations of the lot dimensions depicted show many of the lots are slightly under the minimum lot size—there are multiple areas in the subject site design where the needed extra area can be obtained by adjusting lot lines so Staff is not concerned with the Applicant being able to comply with this dimensional standard.*

Per UDC 11-6C-3B.4, no dead-end street shall be longer than 500 feet. The subject project is proposed with a cul-de-sac as the only access to the proposed single family lots and is shown to be approximately 450 feet in length and compliant with this code section. In addition, the Applicant is proposing one (1) common drive in the southeast corner of the project for access to Lot 4. Lot 7 also abuts this common drive but is not shown to take access from it as required by UDC 11-6C-3D.5. With the final plat submittal, the Applicant should provide an exhibit that demonstrates Lot 7 taking access from the common driveway in accord with UDC standards.

F. Building Elevations ([UDC 11-3A-19](#) | [Architectural Standards Manual](#)):

The Applicant submitted conceptual building elevations for the proposed detached single-family homes. Note that detached single-family homes do not require Design Review approval therefore Staff does not review these for compliance with any architectural standards.

The submitted elevations depict a number of different architectural and design styles with field materials of lap siding and fiber cement board and differing accent materials, roof profiles, and overall varying home styles.

G. Access ([UDC 11-3A-3](#), [11-3H-4](#)):

Access is proposed via a new local street (shown as W. Riva Capri) connection to N. Joy Street approximately 200 feet north of the Joy and W. McMillan intersection. There are no existing stub streets adjacent to the site and Joy Street runs along the entire west boundary which is why the Applicant is proposing an access point to this local street and proposing Riva Capri to end as a cul-de-sac within the site, as shown on the submitted preliminary plat. Further, according to the proposed plat, Riva Capri is proposed as 33-foot wide local street with 5-foot attached sidewalks and Joy Street is shown to be improved with curb, gutter, and 5-foot wide attached sidewalk. The proposed street design complies with all UDC standards and ACHD conditions of approval.

H. 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. In addition, there is opportunity for on-street parking where there are no driveways because Riva Capri is proposed as a 33-foot wide street section.

I. Sidewalks ([UDC 11-3A-17](#)):

5-foot wide attached sidewalks are proposed along the new proposed local street. W. Riva Capri and along the east side of N. Joy Street, consistent with UDC and ACHD requirements. The proposed sidewalk dimensions also meet UDC 11-3A-17 and ACHD standards. The Applicant is also proposing 5-foot wide detached along W. McMillan road consistent with existing sidewalk to the east and UDC standards. Staff supports the proposed sidewalk facilities.

According to the submitted plat and landscape plan, the proposed 5-foot detached sidewalk along McMillan directly abuts the ultimate right-of-way line. UDC 11-3B-7C.1a requires that all detached sidewalks shall have an average minimum separation of greater than four (4) feet to back of curb to allow for vegetative separation between the travel lanes and pedestrian facilities and to ensure these facilities are in fact detached from the vehicular right-of-way. In these instances, "back of curb" is in reference to the ultimate right-of-way line. Therefore, the Applicant should submit revised plans depicting the detached sidewalk to be at least 4 feet behind the future right-of-way line.

J. Landscaping ([UDC 11-3B](#)):

A 25-foot wide street buffer is required along W. McMillan Road, an arterial street, landscaped per the standards in UDC Table 11-3B-7C. In addition, a minimum 10-foot street buffer is required along the east side of Joy Street to ensure the abutting lots are not double fronting lots and should be landscaped per UDC 11-3B-7. All landscape areas should be landscaped per UDC 11-3B-5, general landscaping standards. Lastly, according to the submitted landscape plan, the Applicant is proposing a gravity irrigation holding pond which should comply with UDC 11-3B-11 standards.

The Applicant is showing a common lot along W. McMillan Road that is at least 25-feet in width and is depicted with 9 trees and one landscape bed at the corner of Joy and McMillan; this proposed landscaping does not fully comply with UDC requirements. The number of trees shown complies with UDC requirements but UDC 11-3B-7 also requires vegetative ground cover beyond that of grasses. Specifically, no more than 65% of the landscaped area is permitted to be grass and other area shall be comprised of additional planting beds for shrubs and other vegetative ground cover. The Applicant should revise the landscape plan to depict additional vegetative ground cover to meet this standard.

The Applicant is showing approximately a 15-foot wide landscape buffer along the west boundary abutting the east side of N. Joy Street, measured from the back of sidewalk. This buffer is required to ensure the lots internal to the project do not have frontage to two public roads. City code requires these buffers to be a minimum of 10 feet in width so the Applicant's proposal to construct a 15-foot buffer exceeds code requirements. Essentially, the 15-foot buffer is a local street buffer that is still governed by code but is not typically required; the proposed site design has created this situation so landscaping standards apply. For example, a total of 14 trees are required within this buffer and the Applicant is showing 16 trees. However, UDC 11-3B-7C.3 requires that at least 25% of street buffer trees are Class II trees and it is not clear from the landscape table that the trees noted along Joy are Class I or Class II. The Applicant should clarify this and correct this if additional Class II trees are needed within this buffer.

NOTE: The subject project is less than 5 acres in size, therefore the UDC does not require compliance with the qualified open space standards in UDC 11-3G. However, the applicant is proposing some open space which Staff has analyzed below.

There are two main areas of open space that would qualify under the UDC: 1) the required street buffer along McMillan, and 2) an open space lot along the north boundary of the project (Lot 12). In addition, the Applicant is showing an additional grassy area in the southeast corner of the site but this area is noted to be a future gravity irrigation holding pond. The submitted plans do not depict how this will be designed so Staff presumes it would not be qualified open space. The Applicant should add an exhibit and more detail to the landscape plan that shows how this "pond" will be constructed and what it will look like.

Within the Lot 12 open space lot along the north boundary, the preliminary plat has a notation that a pickleball court will be present. The Applicant should revise the landscape plans to depict this proposed amenity and its location. Staff is recommending a DA provisions requiring the applicant to comply with the open space and amenity as proposed.

K. Fencing (UDC [11-3A-6](#), [11-3A-7](#)):

All fencing is required to comply with the standards listed in UDC 11-3A-7. The Applicant is proposing to protect and use the existing 6-foot solid fencing along the north and east boundaries and is proposing 6-foot vinyl fencing along the rear lot lines adjacent to N. Joy Street and W. McMillan Road. The Applicant is depicting 6-foot open vision fencing along the east property line of Lot 4 and a portion of the south property line of Lot 7 where these properties abut an open space lot utilized for gravity irrigation holding pond, according to the landscape plans. The proposed fencing meets or exceeds all UDC requirements.

L. Utilities (UDC [11-3A-21](#)):

The Applicant is proposing and is required to extend necessary public utilities for the proposed detached single-family dwellings within the Pickleball Court Subdivision. Public Works has reviewed the subject applications for compliance with their standards and finds them to be in general compliance except for specific conditions outlined in Section VIII.B of this report.

Specifically, Public Works is seeking a 20-foot easement within Lot 12 and a 20-foot easement along the north side of Lot 13 for a potential future water loop back to Joy Street. This condition has been added to the conditions of approval in Section VIII.B.

VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation and preliminary plat applications with the requirement of a Development Agreement per the conditions of approval in Section VIII of this report per the Findings in Section IX of this staff report.

B. The Meridian Planning & Zoning Commission heard these items on June 16, 2022. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Zoning and Preliminary Plat requests.

1. Summary of Commission public hearing:

- a. In favor: Matthew Gardner, Gardner Homes – Applicant.
- b. In opposition: None
- c. Commenting: Theodore Lye, Neighbor;
- d. Written testimony: None
- e. Staff presenting application: Joseph Dodson, Associate Planner
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Plan to mitigate dust during construction if project is approved and moves forward;

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

- a. Difference in height of proposed homes to those existing to the east, is there intention to match them – Applicant plans to attempt this where possible;
- b. Are lights planned around proposed sports court at north end of site;
- c. Discussion of project location in relation to recent denied project on south side of McMillan – noted differences between projects in size, density, and no direct access to McMillan Road.

4. Commission change(s) to Staff recommendation:

- a. Modify relevant provisions per Staff presentation at the hearing on June 16, 2022.

5. Outstanding issue(s) for City Council:

- a. None

C. The Meridian City Council heard these items on July 26, 2022. At the public hearing, the Council moved to approve the subject Annexation and Zoning and Preliminary Plat requests.

1. Summary of the City Council public hearing:

- a. In favor: Tamara Thompson, Applicant Representative.
- b. In opposition: None
- c. Commenting: Tamara Thompson; Paul Elam, neighbor;
- d. Written testimony: None
- e. Staff presenting application: Joseph Dodson, Associate Planner
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Desire to delay project to study the traffic impact of proposed development due to constrained corridor of McMillan.

3. Key issue(s) of discussion by City Council:

- a. Design of future irrigation pond and purpose of pond – will it be aerated and designed appropriately per code;
Level of Service rating of McMillan at time of ACHD report—Better than “E”;
Is there a right-turn lane required westbound on McMillan onto Joy;

4. City Council change(s) to Commission recommendation:

- a. None
-

VII. EXHIBITS

A. Annexation and Zoning Legal Description and Exhibit Map



LEGAL DESCRIPTION

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April 19, 2022
Project No.: 121130

EXHIBIT "A"

PICKLEBALL COURT SUBDIVISION ANNEXATION / REZONE DESCRIPTION

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 27, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the South One Quarter Corner of Section 27 of said Township 4 North, Range 1 West, (from which point the southwest corner of said Section 27 bears North 89°35'49" West, a distance of 2654.00 feet distant), said South One Quarter Corner of Section 27 being the POINT OF BEGINNING;

Thence from said South One Quarter Corner, North 89° 35' 49" West, a distance of 334.34 feet on the South line of said Section 27 to a point common with the Centerline intersection of North Joy Street;

Thence North 00° 25' 00" East, a distance of 646.62 feet on the Centerline of said North Joy Street;

Thence South 89° 15' 37" East, a distance of 334.75 feet to a point on the north-south mid-section line of said Section 27;

Thence South 00° 27' 09" West, a distance of 644.68 feet on said mid-section line to the POINT OF BEGINNING.

The above described contains 4.96 acres more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn



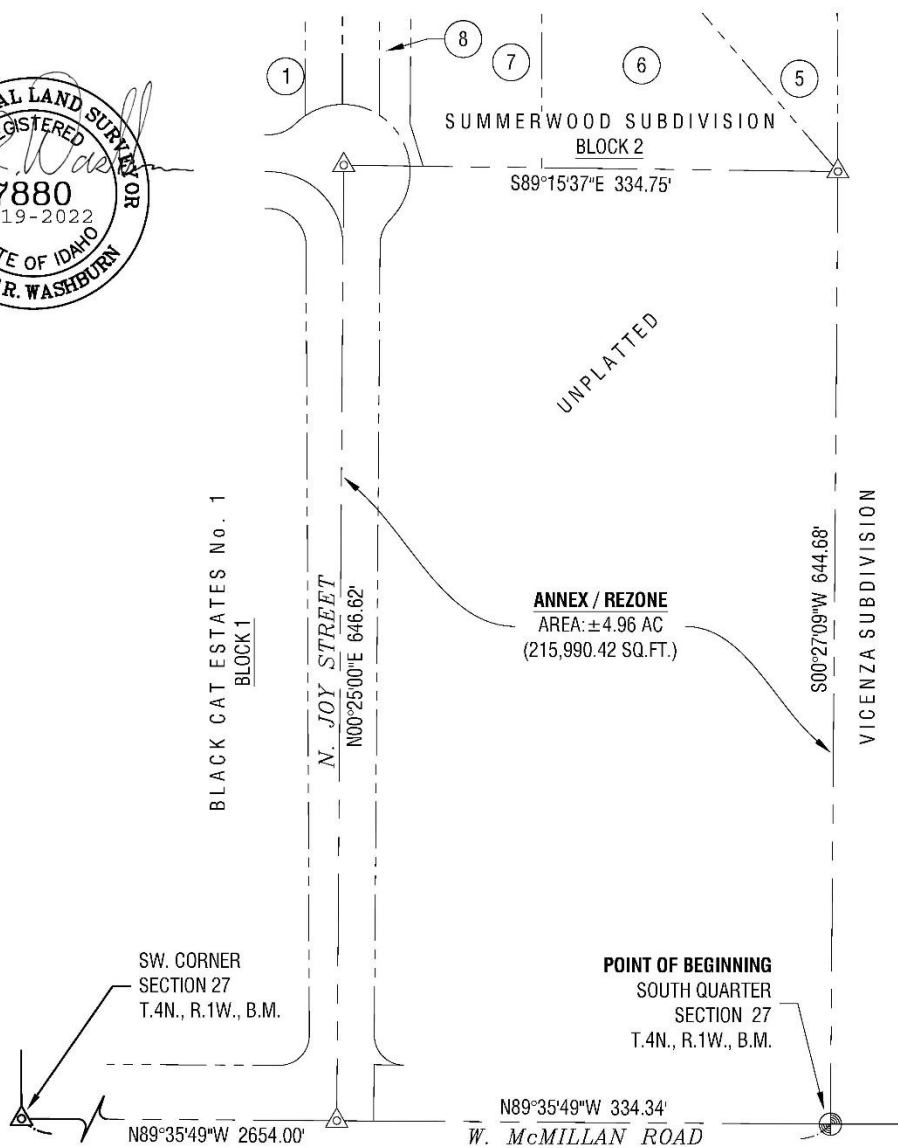
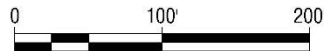


Exhibit "B"

Horizontal Scale: 1" = 100'



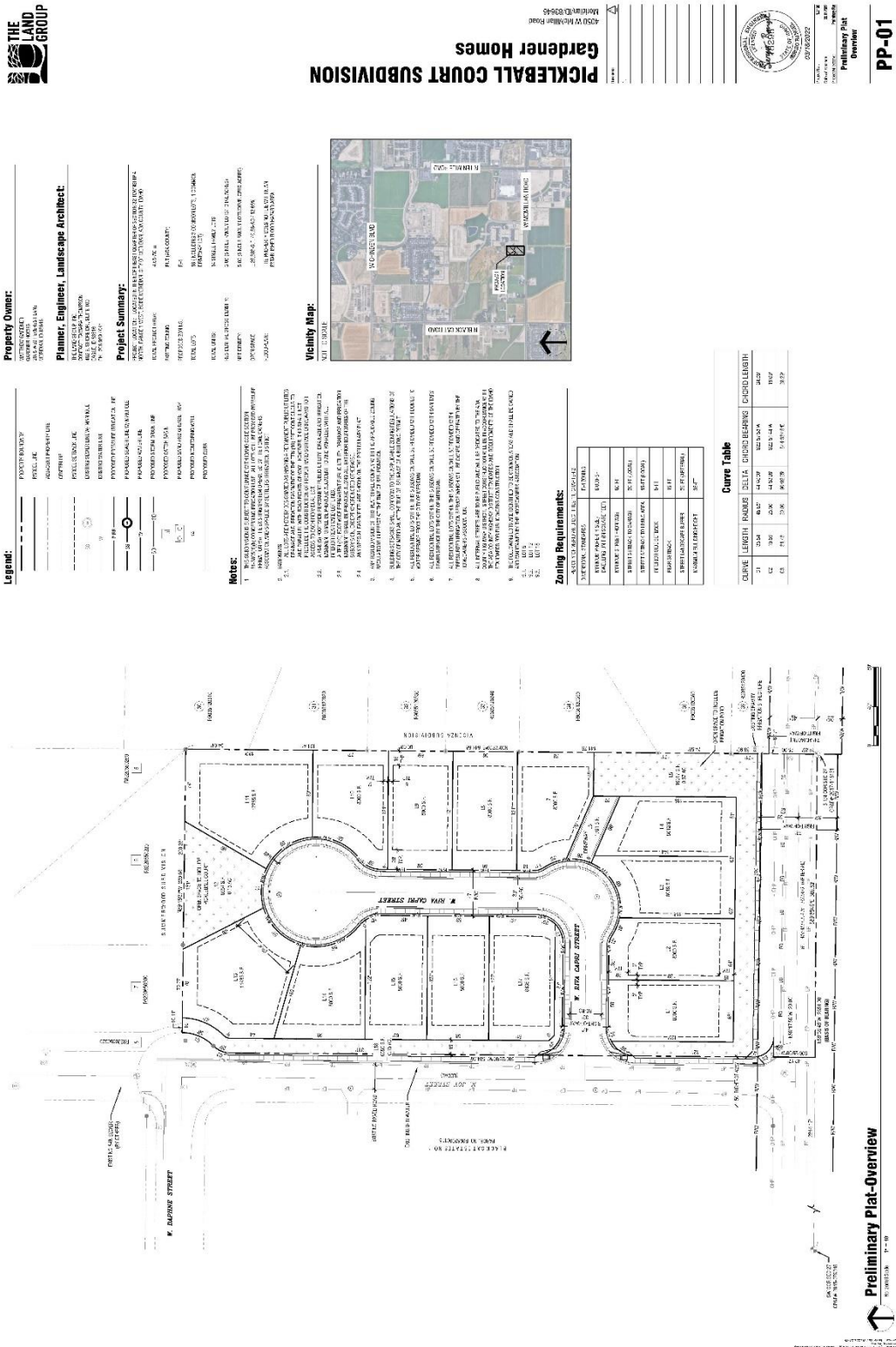
Project No.: 121130
Date of Issuance: 04/19/2022

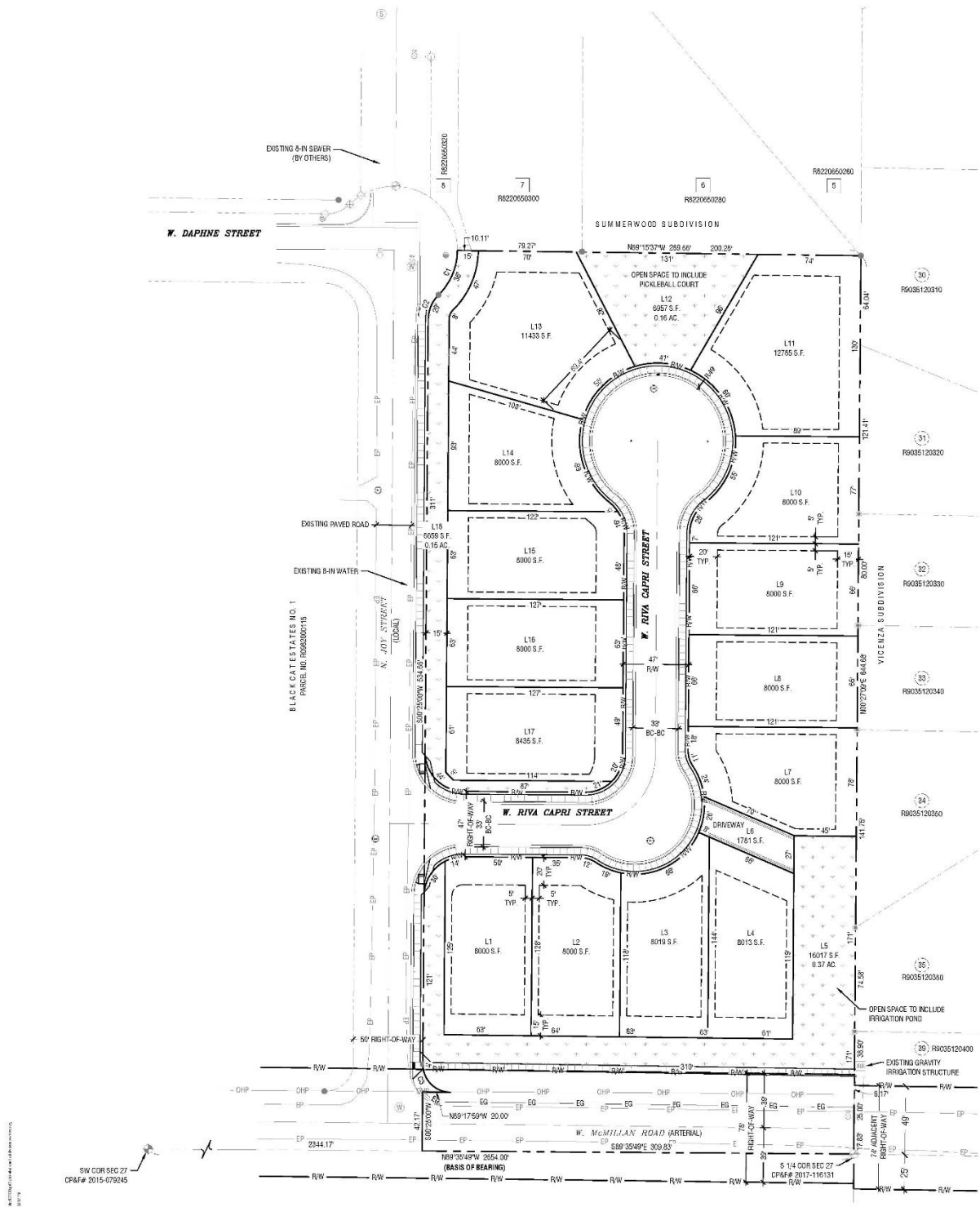


Annex / Rezone

1 of 1

B. Preliminary Plat (dated: 3/18/2022)



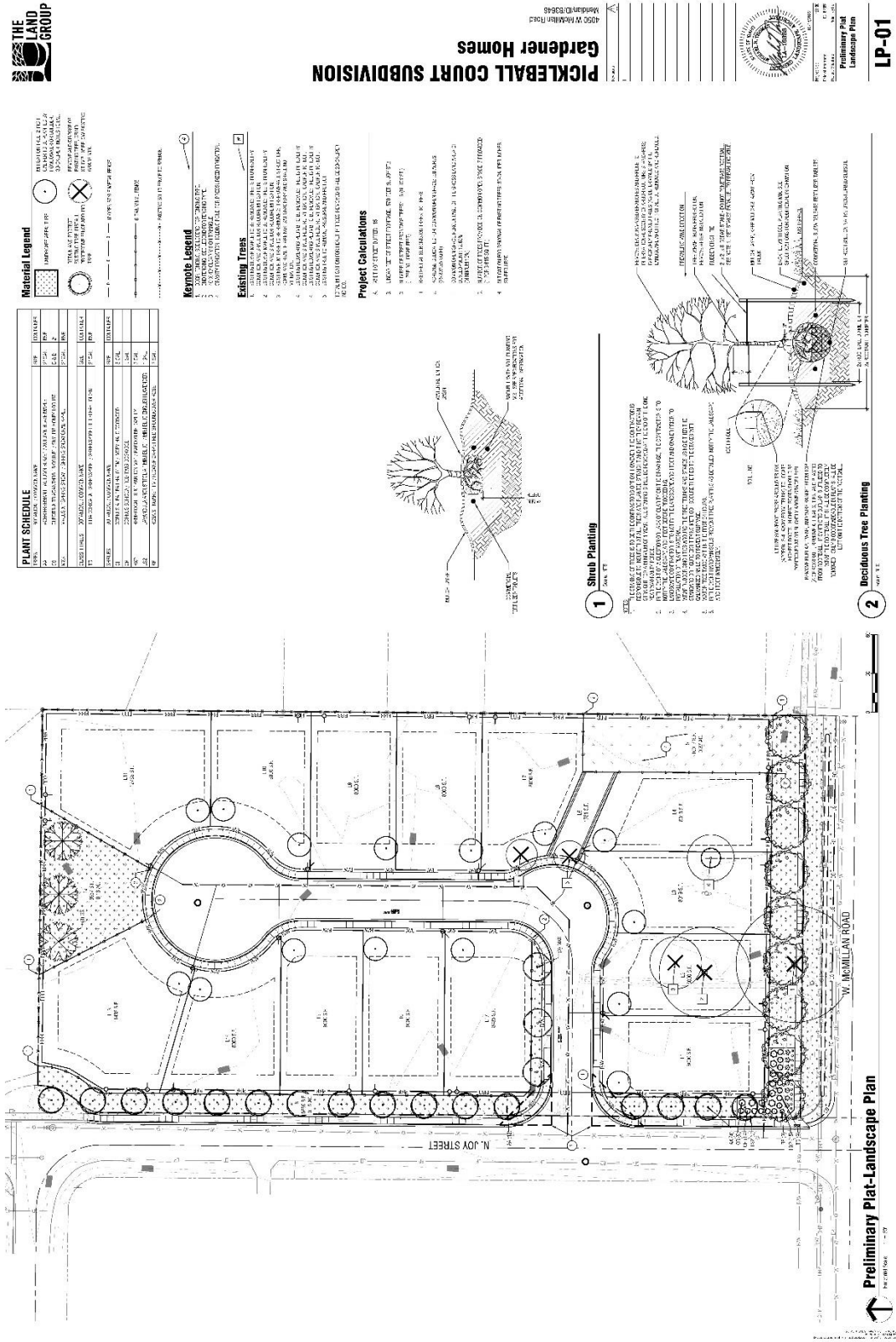


Preliminary Plat-Overview

Horizontal Scale: 1" = 40'



C. Landscape Plans (date: 3/18/2022)



D. Conceptual Building Elevations



VIII. 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 and the property owner(s)/developer at the time of annexation ordinance adoption, and the developer. **A final plat will not be accepted until the DA is executed and the Annexation and Zoning ordinance is approved by City Council.**

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

- a. Future development of this site shall be substantially consistent with the approved plat, landscape plan (including proposed open space and ~~pickleball~~ sports court amenity), and conceptual building elevations included in Section VII and the provisions contained herein.
- b. The rear and/or sides of homes visible from W. McMillan Road (Lots 1-4) 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 street. *Single-story structures are exempt from this requirement.*

Preliminary Plat Conditions:

2. The preliminary plat included in Section VII.B, dated March 18, 2022, shall be revised as follows prior to submitting for Final Plat approval:
 - a. Ensure all lots meet the minimum lot size requirement for the requested R-4 zoning district of 8,000 square feet.
 - b. Any existing accesses to W. McMillan Road shall be closed upon development of the site.
 - c. Correct the plat to show Lot 7 to take access from the common drive, Lot 6 OR revise the plat to show Lot 4 with the minimum required street frontage of 30 feet when along a curve and remove the common drive altogether.
 - d. Depict the required 5-foot wide detached sidewalk within the landscape buffer along W. McMillan Road and place it at least four (4) feet north of the ultimate right-of-way line to allow for landscaping on both sides of the sidewalk and ensure it is detached from the roadway and allow the 25-foot buffer to be measured from the ultimate right-of-way instead of the back of the sidewalk, per UDC 11-3B-7C.1a OR place said sidewalk within ACHD right-of-way per the ACHD condition of approval.
 3. The landscape plan included in Section VII.C, dated March 18, 2022, shall be revised as follows prior to submitting for Final Plat approval:
 - a. Depict the detached sidewalk along W. McMillan Road in accord with UDC 11-3B-7C.1a, as noted above.
 - b. Depict the location of the noted ~~pickleball~~ sports court amenity within Lot 12 and provide a detail of the amenity.
-

- c. Depict the correct amount of vegetative ground cover per UDC 11-3B-7 in the landscape buffers along N. Joy Street and W. McMillan Road.
 - d. Clarify in the landscape calculations table the class type of the trees proposed and ensure the Joy Street buffer complies with UDC 11-3B-7C.3 that requires at least 25% of the required trees to be Class II.
 - e. Include any and all tree mitigation information per UDC 11-3B-10 standards.
 - f. Add an exhibit and detail to the landscape plan that shows how the gravity irrigation holding pond (a portion of Lot 5) will be constructed and what it will look like, consistent with UDC 11-3G-3B.6 standards.
4. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-5 for the R-4 zoning district.
 5. 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.
 6. The Applicant shall comply with all ACHD conditions of approval.
 7. Lots 13-17 shall take access from the proposed internal local street (W. Riva Capri Street) and not to N. Joy Street, consistent with UDC 11-6C-3A.1.
 8. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
 9. An exhibit shall be submitted with the final plat application for the lots accessed by the common driveway (Lot 6) that depicts the setbacks, fencing, building envelope and orientation of the lots and structures in accord with UDC 11-6C-3D. Driveways for abutting properties that are not taking access from the common driveway(s) shall be depicted on the opposite side of the shared property line away from the common driveway. Solid fencing adjacent to common driveways is prohibited unless separated by a minimum 5-foot wide landscaped buffer.
 10. Upon completion of the landscape installation, a written Certificate of Completion shall be submitted to the Planning Division verifying all landscape improvements are in substantial compliance with the approved landscape plan as set forth in UDC 11-3B-14.
 11. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer 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

Site Specific Conditions of Approval

1. Water line in Joy Street in front of development is not existing and needs to be extended to W. McMillan Road.
 2. Provide 20' easement in lot 12 and 20' easement along the north side of Lot 13 for potential future water loop back to Joy Street.
 3. Ensure no sewer services pass through infiltration trenches.
 4. The geotechnical investigative report prepared by Atlas Technical Consultants, LLC indicates some very specific construction considerations. The applicant shall be responsible for the adherence of these recommendations.
-

General Conditions of Approval

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. 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.
 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.
 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 receiving development plan approval.
 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.
 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.
 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.
 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.
 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.
-

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.
 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.
 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.
 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.
 14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
 15. Developer shall coordinate mailbox locations with the Meridian Post Office.
 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.
 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.
 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.
 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.
 20. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-7 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.
 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.
 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.
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C. FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=261475&dbid=0&repo=MeridianCity&cr=1>

D. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=261699&dbid=0&repo=MeridianCity>

E. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=262292&dbid=0&repo=MeridianCity>

F. NAMPA/MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=263094&dbid=0&repo=MeridianCity>

G. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=261626&dbid=0&repo=MeridianCity>

IX. FINDINGS

A. Annexation and Zoning (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 proposed zoning map amendment to annex the property into the City of Meridian with the R-4 zoning district with the proposed 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 districts, specifically the purpose statement;

City Council finds the proposed zoning map amendment and the request for the development complies with the regulations outlined in the requested R-4 zoning district and is consistent with the purpose statement of the requested zone.

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

City Council finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare.

4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and

City Council finds the proposed zoning map amendment will not result in an adverse impact on the delivery of services by any political subdivision providing public services within the City.

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

City Council finds the annexation is in the best interest of the City.

B. Preliminary Plat Findings:

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:

1. The plat is in conformance with the Comprehensive Plan;

City Council finds that the proposed plat is in substantial compliance with the adopted Comprehensive Plan in regard to land use, density, transportation, and pedestrian connectivity. (Please see Comprehensive Plan Policies in, Section V of this report for more information.)

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

City Council finds that public services will be provided to the subject property with development. (See Section VIII of the Staff Report for more details from public service providers.)

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

Because City water and sewer and any other utilities will be provided by the development at their own cost, City Council finds that the subdivision will not require the expenditure of capital improvement funds.

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 based upon comments from the public service providers (i.e., Police, Fire, ACHD, etc.). (See Section VIII for more information.)

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

City Council is not aware of any health, safety, or environmental problems associated with the platting of this property.

6. The development preserves significant natural, scenic or historic features.

City Council is unaware of any significant natural, scenic or historic features that exist on this site that require preserving.
