

## DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
  2. **Piedmont Project, LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Piedmont Project, LLC**, whose address is 2338 W. Boulder Bar Drive, Meridian, ID, 83646, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 1.22 acres of land with a request for the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 9<sup>th</sup> 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 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 **Piedmont Project, LLC**, whose address is 2338 West Boulder Bar Drive, Meridian, Idaho, 83646, 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 substantially consistent with the approved plat, landscape plan, and conceptual building elevations included in Section VII and the provisions contained herein and shall be obligated to install and maintain the open space and amenity as proposed on the approved plans.

b. The Applicant shall work with Staff to include shared driveways where feasible to help remove the number of driveways proposed, especially for those lots taking direct access from the cul-de-sac, W. Newland Court.

c. With the Final Plat submittal, the Applicant shall provide proof to the Planning Division that the existing access for the property via the vehicular bridge north of the subject site has been approved as a pedestrian bridge for the future multi-use pathway segment in the adjacent subdivision and any vehicular access rights to this area have been relinquished.

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

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

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

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.
8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.
9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.
10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.
11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure

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

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

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

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

<b>CITY:</b>	with copy to:
City Clerk	City Attorney
City of Meridian	City of Meridian
33 E. Broadway Ave.	33 E. Broadway Avenue
Meridian, Idaho 83642	Meridian, Idaho 83642

**OWNER/DEVELOPER:**  
**Piedmont Project, LLC**  
2338 W. Boulder Bar Dr.  
Meridian, ID 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 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. **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 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.

21.1 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.

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.

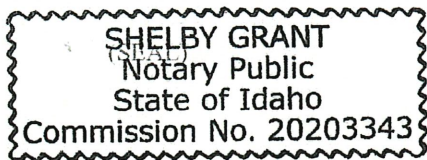
OWNER:
Piedmont Project, LLC

By: [Signature]

STATE OF IDAHO )
: ss:
County of Ada )

On this 10th day of April, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Hesney, known or identified to me to be the owner of Piedmont Project, LLC and the person who signed above and acknowledged to me that he executed the same.

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



[Signature]
Notary Public
My Commission Expires: 07/01/2024

CITY OF MERIDIAN

ATTEST:

By: Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO )
: ss
County of Ada )

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

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

(SEAL)

Notary Public for Idaho
My Commission Expires: \_\_\_\_\_

# EXHIBIT A



WWW.ACKERMAN-ESTVOLD.COM

May 18, 2022

**Pinedale Subdivision Annexation and Rezone to R8  
Legal Description  
3679 West Newland Street  
Meridian, ID 83642**

A parcel of land being a portion of the SE ¼ of Section 10, T. 3N, R.1W, Boise-Meridian, Ada Couty, Idaho, more particularly described as follows:

**BEGINNING** at a 5/8" iron pin marking the southeast corner of Chesterfield Subdivision Number 4; thence along the northerly right-of-way line of Union Pacific Railroad South 88°25'14" East a distance of 311.32 feet to a point on the westerly edge of Tenmile Creek; thence leaving said northerly right-of-way line of Union Pacific Railroad on the westerly edge of said Tenmile Creek North 32°49'09" West a distance of 120.21 feet; thence North 48°06'05" West a distance of 101.97 feet; thence North 43°31'33" West a distance of 144.27 feet; thence leaving said westerly edge of Tenmile Creek North 88°25'56" West a distance of 66.78 feet to a point on the easterly boundary of Chesterfield Subdivision Number 4; thence along said easterly boundary of Chesterfield Subdivision Number 4 South 00°52'04" West a distance of 267.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1.22 acres, more or less.

HEADQUARTERS  
1907 17TH ST SE  
MINOT, ND 58701  
701.837.8737

4165 30TH AVE S  
SUITE 100  
FARGO, ND 58104  
701.551.1250

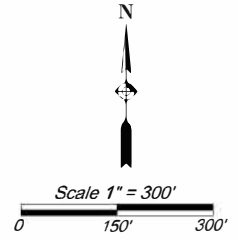
3210 27TH ST W  
SUITE 200  
WILLISTON, ND 58801  
701.577.4127

7661 W RIVERSIDE DR  
SUITE 102  
GARDEN CITY, ID 83714  
208.853.6470

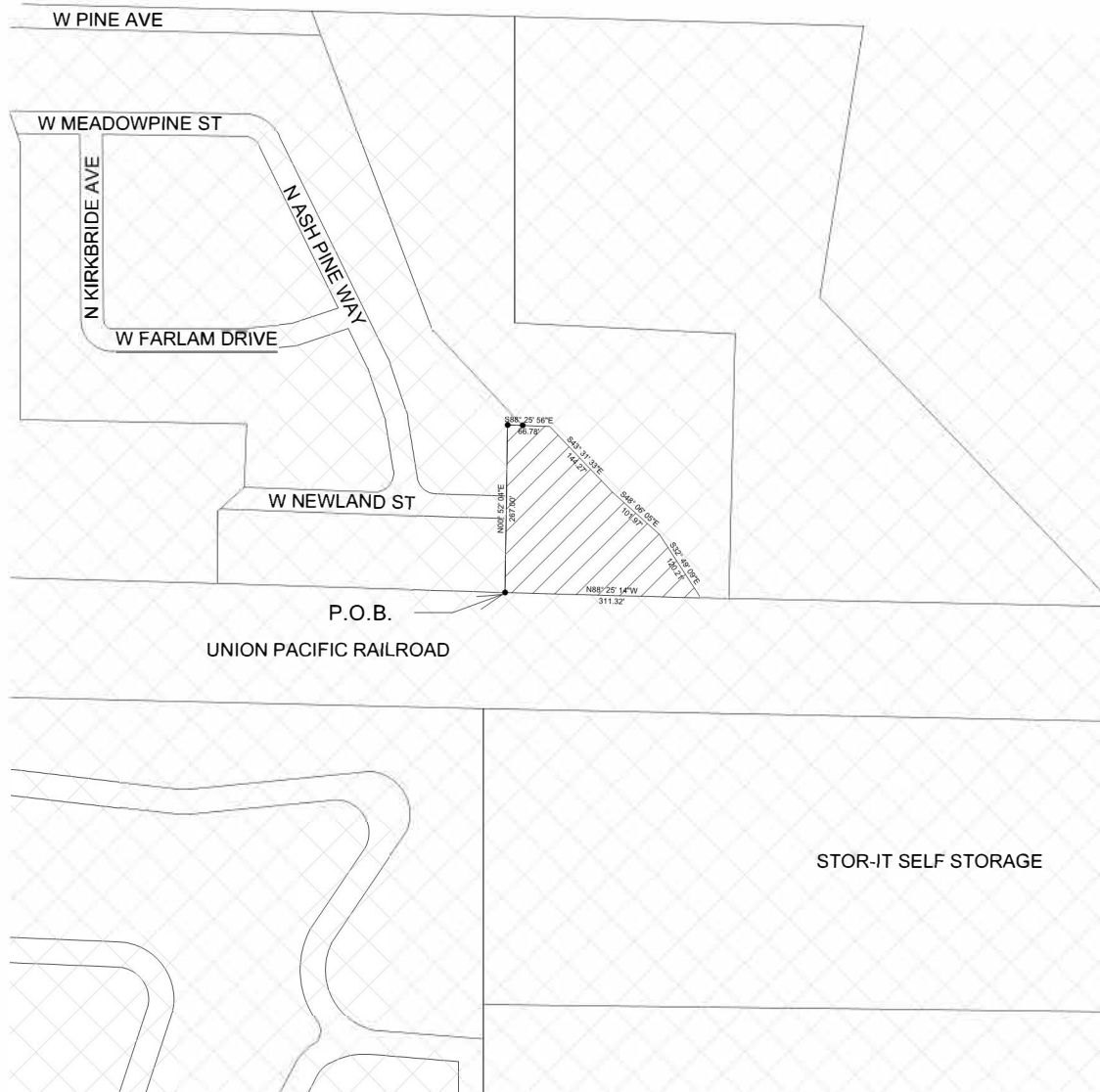


# ANNEXATION EXHIBIT B

PORTION OF THE SE 1/4 OF SECTION 10,  
T.3N., R.1.W., BOISE MERIDIAN, CITY OF  
MERIDIAN, ADA COUNTY, IDAHO.



BEARINGS AND DISTANCES MAY VARY FROM  
PREVIOUS PLATS DUE TO DIFFERENT METHODS  
OF MEASUREMENTS.



- FOUND MONUMENT
- B.O.B. BASIS OF BEARING
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

□ CITY OF MERIDIAN

▨ AREA TO BE ANNEXED

# EXHIBIT B

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



**In the Matter of the Request for Annexation and Zoning of 1.22 acres of land with a request for the R-8 zoning district and a Preliminary Plat for 7 building lots and 1 common lot on 1.22 acres in the requested R-15 zoning district, by Pine Project, LLC.**

**Case No(s). H-2022-0001**

**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

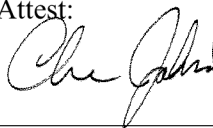
COUNCIL MEMBER TREG BERNT VOTED AYE


COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT E. SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

  
\_\_\_\_\_  
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.

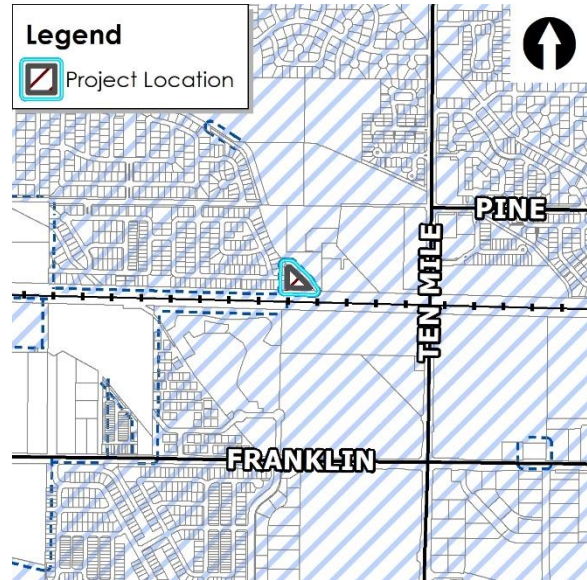
By:  Dated: 8-9-2022  
City Clerk's Office

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 7/26/2022  
 TO: Mayor & City Council  
 FROM: Joe Dodson, Associate Planner  
 208-884-5533  
 SUBJECT: H-2022-0001  
 Pinedale Subdivision

LOCATION: The site is located at 3275 W. Pine Avenue (Parcel #S1210417400), at the east terminus of W. Newland Street in the Chesterfield Subdivision, in the NW 1/4 of the SE 1/4 of Section 10, Township 3N, Range 1W.



**I. PROJECT DESCRIPTION**

Annexation and Zoning of 1.22 acres of land with a request for the R-8 zoning district and a Preliminary Plat for 7 building lots and 1 common lot on 1.22 acres in the requested R-15 zoning district, by Pine Project, LLC.

**NOTE: This application was remanded back to Planning and Zoning Commission from City Council at the request of the Applicant for the purpose of revising the preliminary plat in response to the discussions held at the March 3, 2022 Commission meeting. This staff report contains analysis on the revised preliminary plat and zoning request and should be treated as a new staff report for the Pinedale Subdivision—the original staff report can be reviewed within the public record.**

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details	Page
Acreage	1.22 acres	
Future Land Use Designation	Mixed-Use Community (6-15 du/ac)	
Existing Land Use(s)	County Residential	
Proposed Land Use(s)	Detached Single-family Residential	
Lots (# and type; bldg./common)	8 total lots – 7 residential building lots and 1 common lot	
Phasing Plan (# of phases)	1 phase	
Number of Residential Units	7 single-family detached units	
Density	Gross – 5.74; Net – approximately 9.86	

Description	Details	Page
Open Space (acres, total [%]/buffer/qualified)	Approximately 9,970 square feet of open space (approximately 18.8%)	
Amenity	Micro-path connection to future multi-use pathway at north end of property	
Neighborhood meeting date; # of attendees:	November 5, 2021 – 1 attendee	
History (previous approvals)	No previous approvals with the City	

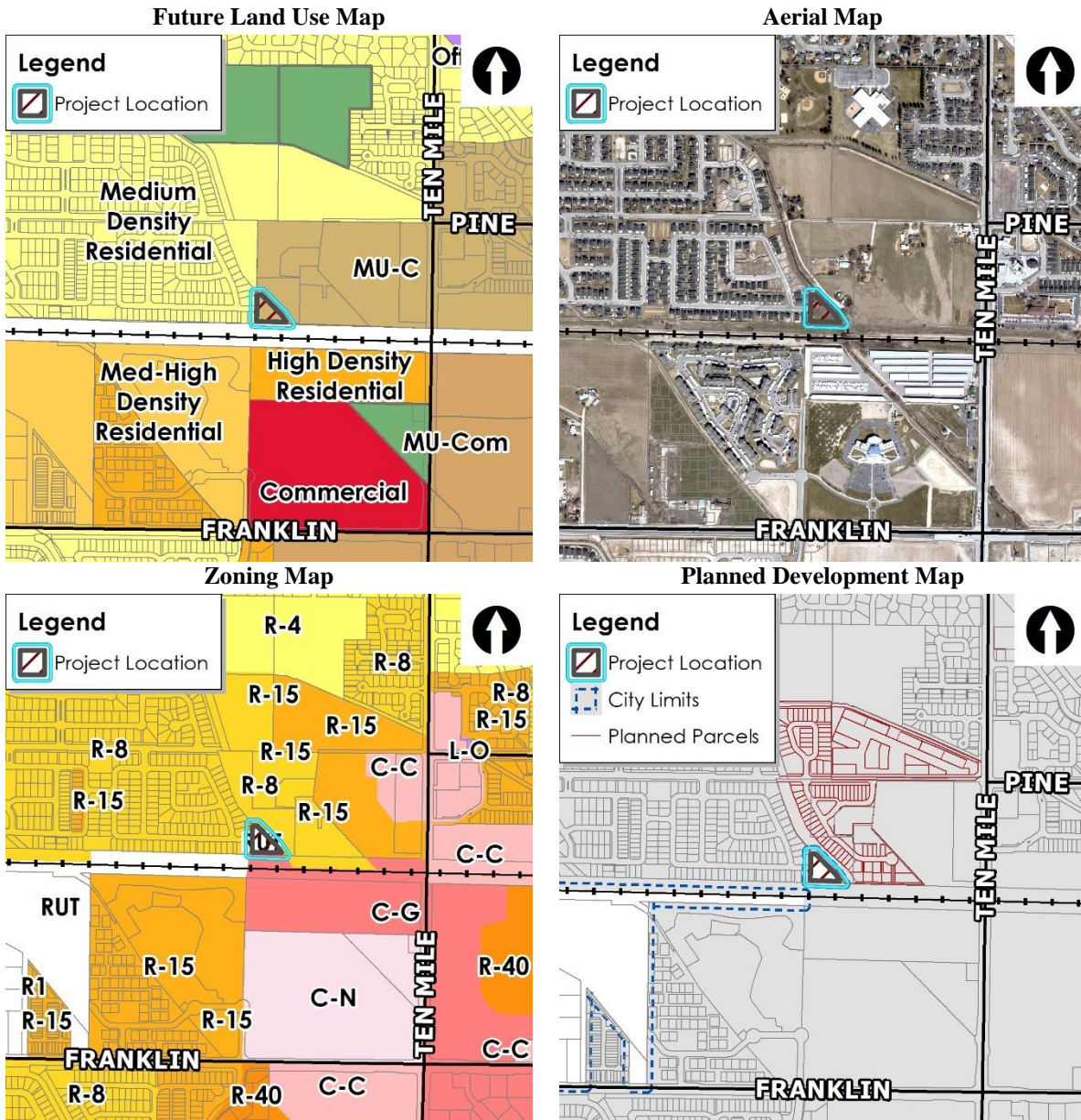
### B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	<p>Yes</p> <p>No</p>	
Access (Arterial/Collectors/State Hwy/Local) (Existing and Proposed)	Access is proposed via extension of the existing stub street, Newland Street; it is proposed to be extended into the site as a cul-de-sac.	
Stub Street/Interconnectivity/Cross Access	No opportunity for further public street extension; Newland Street will terminate within the site as a full cul-de-sac.	
Existing Road Network	No	
Proposed Road Improvements	The Applicant is only required to extend Newland Street into the site. No other road improvements are proposed or required.	
<b>Fire Service</b>		
<ul style="list-style-type: none"> <li>Distance to Fire Station</li> <li>Fire Response Time</li> <li>Resource Reliability</li> <li>Risk Identification</li> <li>Accessibility</li> </ul>	<p>2.8 miles from Fire Station #2.</p> <p>The project currently lies <i>outside</i> of the Meridian Fire response time goal of 5 minutes. <b>Once Pine Avenue is constructed over the Tenmile Creek, the project will lie <i>within</i> the response time goal window.</b></p> <p>Fire Station #2 reliability is 85% (above the goal of 80%)</p> <p>Risk Factor 2 – Residential with hazards (Tenmile Creek along east boundary)</p> <p>Proposed project meets all required road widths, and turnaround dimensions. Cul-de-sac is required to be signed “No Parking,” per Fire Department regulations.</p>	
<b>Police Service</b>		
	No report – see online record for any comments from MPD.	
<b>Wastewater</b>		
<ul style="list-style-type: none"> <li>Distance to Sewer Services</li> </ul>	0'	

Description	Details	Page
<ul style="list-style-type: none"> <li>Project Consistent with WW Master Plan/Facility Plan</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>WRRF Declining Balance</li> </ul>	14.26	
<ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>	<ul style="list-style-type: none"> <li>Flow is committed</li> <li>See Public Works Site Specific Conditions</li> <li>Additional 510 gpd flow was committed to model</li> </ul>	
Water		
<ul style="list-style-type: none"> <li>Distance to Services</li> </ul>	0'	
<ul style="list-style-type: none"> <li>Pressure Zone</li> </ul>	2	
<ul style="list-style-type: none"> <li>Project Consistent with Water Master Plan</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Water Quality Concerns</li> </ul>	None	
<ul style="list-style-type: none"> <li>Impacts/Concerns</li> </ul>	See site specific conditions in Section VIII.B	



C. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant:

Antonio Conti, Ackerman-Estvlod – 7661 W. Riverside Dr., Suite 102, Garden City, ID 83714

B. Developer:

Bruce Helsing, Pine Project LLC – 2338 W. Boulder Bar Drive, Meridian, ID 83646

C. Representative:

Same as Applicant

**IV. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Newspaper Notification	5/31/2022	7/10/2022
Radius notification mailed to properties within 500 feet	5/26/2022	7/7/2022
Site Posting	5/31/2022	7/15/2022
Nextdoor posting	5/25/2022	7/8/2022

**V. STAFF ANALYSIS**

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

Mixed-Use Community (MU-C) – The purpose of this designation is to allocate areas where community-serving uses and dwellings are seamlessly integrated into the urban fabric (residential dwellings are allowed at a gross density of 6-15 du/ac). The intent is to integrate a variety of uses, including residential, and to avoid mainly single-use and strip commercial type buildings. Non-residential buildings in these areas have a tendency to be larger than in Mixed Use Neighborhood (MU-N) areas, but not as large as in Mixed Use Regional (MU-R) areas. Goods and services in these areas tend to be of the variety that people will mainly travel by car to, but also walk or bike to (up to three or four miles). Employment opportunities for those living in and around the neighborhood are encouraged.

*The subject 1.2 acres is designated as mixed-use community but is part of a larger, 30-acre mixed-use designated area to the east that is west of Ten Mile and south of the future Pine Avenue extension (more MU-C acreage exists on the east side of Ten Mile as well). However, this site is physically separated from this MU-C area by the Tenmile Creek that abuts the east boundary of the subject site with only a future pedestrian connection available for any connectivity between this site and the MU-C parcels to the east. Because of the physical separation and the lack of connectivity to the east, Staff believes this project and site is more consistent with the existing subdivision to the west, Chesterfield Subdivision, than it is with any mixed-use project to the east (Foxcroft or Mile High Pines). Chesterfield and all of the residential to the west and northwest of this site is in the Medium Density Residential (MDR) future land use designation and contemplates residential development in the density range of 3-8 du/ac such as the proposed Pinedale Subdivision. Because of these facts, Staff finds it appropriate to analyze the subject project against the MDR designation instead of the MU-C designation by floating that designation to this site, as allowed per the Comprehensive Plan.*

*Since the original project description was published, the Applicant and Staff have worked together to respond to comments received from the Planning and Zoning Commission in regards to density, zoning, and parking concerns. In response, the Applicant has revised the plat and has proposed seven (7) building lots instead of 10 and has completely removed the previously proposed common drive. 7 lots on 1.22 acres of land has a gross density of 5.74 du/ac, within the allowed gross density in the MDR designation. Therefore, the Applicant is proposing a project consistent with the adjacent MDR future land use designation. Due to the site being at the end of an existing stub street, the only vehicular connection is via extension of the stub street (Newland Street) into the property which is required to terminate within the site as a full cul-de-sac, requiring a large portion of the site to be reserved for right-of-way and reduces the buildable area of the project. Despite this fact, the Applicant is proposing lots at least 4,000 square feet in size and is requesting the R-8 zoning district to be more consistent with the Chesterfield development to the west which is existing R-8 zoning.*

*Original discussions with the Applicant contemplated 15 building lots on the subject site but the Applicant submitted the preliminary plat with 12 lots after Staff voiced concerns over the proposed density, lot sizes, and overall livability of the project. Other discussions occurred following submittal of the subject applications and the Applicant reduced the number of building lots to 10. The Planning and Zoning Commission recommended denial of the project to City Council based on these same concerns so the Applicant requested to be remanded back to have an adequate opportunity to respond to the concerns noted. As noted, the requested seven building lots allows the project to further comply with the MDR designation by being less than 6 du/ac. Furthermore, the combination of this reduction in density and the requested R-8 zoning district should make Pinedale more consistent with the existing development to the west as Staff finds most appropriate.*

***Furthermore, the subject site is surrounded by existing City zoning in all directions with existing development to the south, west, and northwest and entitlements on the land to the east and northeast. Therefore, Staff believes annexing this land into the City to remove this small county enclave is in the best interest of the City 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 new DA that encompasses the land proposed to be rezoned and annexed 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 new 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 most consistent with the development to the west due to density, traffic, parking, and compatibility concerns outlined by Staff and existing residents. Despite the recent reduction in density and ability to match the zoning to the west, the proposed lot sizes will not match that of the Chesterfield Subdivision to the west. The subject site is encumbered by the requirement to construct a cul-de-sac entirely on this relatively small site so matching the lot sizes and the same look of Chesterfield would be difficult to attain. The impediments on this site allow the Applicant to propose a smaller building lot which subsequently allows a smaller home to be constructed than what exists in the surrounding area. Staff finds that despite not being an exact match to Chesterfield, the proposed layout and lot sizes should add to the housing diversity in this area.*

*“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 west boundary. Road improvements currently under construction (i.e. Pine bridge over the Tenmile Creek) will place this project within the Fire Department response time goal and Fire has approved the access for the proposed plat. West Ada School District has not sent a letter regarding this application but, with a low number of homes, a large number of school aged children is not anticipated to be generated by this*

*development. Furthermore, Chaparral Elementary is within walking distance of this development should any elementary aged children live within this site.*

*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.*

*“Preserve, protect, and provide open space for recreation, conservation, and aesthetics” (4.05.01F). Because the property is less than 5 acres, the Applicant is not required to provide any qualified common open space. However, the Applicant is showing a common lot containing a micro-path connection to a future multi-use pathway at the north boundary; this micro-path runs along the entire northeast property line for the length of the property. This area is tucked away behind the building lots so all adjacent fencing will need to be open vision or semi-private fencing. Staff anticipates this area being utilized as a quiet oasis due to its location against the Tenmile Creek. Staff is not aware if this site and future building lots will be part of the Chesterfield HOA for residents to access the amenities and open space within that project. However, Fuller Park is approximately ½ mile to the north of the subject property which offers a public amenity within walking distance of the proposed development. Further, the micro-path being constructed with the development ties into the multiuse pathway system that will connect to the park.*

*“Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D). Proposed project is extending the attached sidewalks along Newland Street and is proposing a micro-path connection to the north boundary to connect to a multi-use pathway segment from the Foxcroft Subdivision on the east side of the Tenmile Creek. Furthermore, the Applicant is preserving a potential connection point to the railroad corridor should the City ever decide to construct a regional pathway south of the site. All of these pedestrian facilities allow this small site, as well as the existing development to the west, to have multiple links to tie in together and promotes neighborhood connectivity overall.*

*“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 smaller than the adjacent Chesterfield Subdivision to the west largely because of the requirement to terminate Newland Street within the site as cul-de-sac. The proposed lots directly abutting the existing homes do not match in lot size but they are abutting 1:1 in terms of lot to lot so the existing residents should not feel as though there are smaller lots directly to their east. Furthermore, because the property is at the end of an existing street and it will terminate on the subject site, Staff anticipates the project will feel cohesive in its livability despite not matching lot sizes and density of Chesterfield.*

*“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 required to and is proposing to extend Newland Street into the site by constructing a cul-de-sac wholly on this property, terminating Newland Street. This is the only access point into the site and connects this project directly to the abutting Chesterfield Subdivision that has access up to Pine Avenue, a residential collector street that will be extended from west to east over the Tenmile Creek to Ten Mile Road.*

***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 an existing residential structure and an out-building 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 vehicular bridge over the Tenmile Creek at the very north property boundary that connects to a private drive that is essentially Pine Avenue. This access will be closed upon development and the vehicular bridge will provide access for a regional pathway within the approved Foxcroft Subdivision to the east.

D. Proposed Use Analysis:

The proposed use is detached single-family residential with an average lot size of 4,399 square feet and a minimum lot size of 4,029 square feet, based on the latest submitted plat (Exhibit VII.B). This use is a permitted use in the requested R-8 zoning district per UDC Table 11-2A-2 and all lots meet the minimum lot size requirement of 4,000 square feet. The Applicant has not noted if this is a phased project, however Staff anticipates it to develop as one phase due to the size of the proposed project.

*As discussed in the Comprehensive Plan analysis, the proposed use is the same as the existing detached single-family to the west in Chesterfield Subdivision but is proposed with smaller lots and subsequently smaller homes (approximately 4,000 square foot versus 6,000 square foot). According to the Applicant, the goal is to construct smaller homes at a lower price point to add more affordable options to the area and market.*

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

The residential lots appear to meet all UDC dimensional standards per the submitted plat. In addition, all subdivisions are also required to comply with Subdivision Design and Improvement Standards (UDC 11-6C-3). *The proposed preliminary plat and submitted plans appear to meet all UDC requirements including lot frontage and lot size. Further, the Applicant has depicted the building envelope on each lot on the plat for the purpose of showing future building footprints. As noted, the Applicant is anticipating constructing smaller homes than seen in recent years and smaller than those within Chesterfield. In addition, the setback lines on Lot 2 do not depict how code handles setbacks within a triangle so this building lot will have a slightly smaller building envelope than shown.*

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 all of the elevations depicting two-story homes and two-car garages. The elevations depict varying field materials of lap siding, brick, fiber cement board, and stucco with differing accent materials, roof profiles, and overall varying home styles. Staff finds the conceptual elevations should be adhered to closely in order to offer an array of potential home designs for this small subdivision.*

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

Access is proposed via extension of W. Newland Street (an existing residential local street) into the site and is proposed to terminate within the site as a full cul-de-sac. ACHD has previously approved the proposed access with the additional condition that the radius be widened to 50 feet instead of 48 feet as currently shown. This may reduce the lot size of Lot 6 below the minimum

4,000 square foot size. Staff finds that if this is the case, there is room to modify the lot lines to ensure continued compliance with the requested R-8 zoning district.

The existing access across Tenmile Creek and up to the private segment of Pine Avenue will be closed upon development of the site and converted to a pedestrian access as noted above.

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, it is important to note that no parking is allowed along the perimeter of the proposed cul-de-sac. So, there is virtually no opportunity for any on-street parking within this subdivision because it includes a cul-de-sac as its public access.

*An option to help with potential off-street parking issues, the inclusion of shared driveways could be used in order to promote side-loaded garages. This type of design can force longer driveways that go deeper into each site which allows for more off-street parking. This design also creates an opportunity for the living area of each home to be moved closer to the street as the living setback is 10 feet while the garage setback is 20 feet; this allows for more buildable area than is shown on the submitted plat. However, Staff notes the building lots may not be wide enough to accommodate the required parking pad for side-loaded garages. The Applicant should work to mitigate these issues and revise the plat accordingly if Commission or Council add a DA provision consistent with this option.*

I. Sidewalks/Pathways (*UDC 11-3A-17; UDC 11-3A-8*):

A 5-foot wide attached sidewalk is proposed along the Newland Street cul-de-sac, consistent with UDC and ACHD requirements. In addition, the Applicant is proposing a 5-foot wide micro-path along the east boundary that connects to the cul-de-sac for the purpose of providing a connection to the future multi-use pathway approved with Foxcroft Subdivision on the east side of the adjacent Tenmile Creek. The proposed sidewalks meet UDC 11-3A-17 and ACHD standards and the micro-path lot meets UDC 11-3A-8 standards.

J. Landscaping (*UDC 11-3B*):

The landscaping regulated by code within the proposed development is the micro-path area along the eastern perimeter; this area is not required landscaping as the project is less than 5 acres. However, the Applicant should still comply with UDC 11-3B-12 standards. The submitted landscape plan shows this area to be vegetated with grasses and no trees due to it being within the Tenmile Creek irrigation easement; the linear length of the micro-path requires 4 trees to comply with UDC 11-3B-12. Furthermore, the main purpose of this micro-path is to have access to the multi-use pathway at the north boundary which will have shade trees along its entire length up to Fuller Park. The Applicant should revise the location of this micro-path and work with the irrigation district to allow for the required trees along the east property lines at the furthest western edge of the irrigation easement. If the Applicant cannot obtain a license agreement with NMID to allow these 4 trees, the Applicant should submit for Alternative Compliance with the future final plat submittal to propose an alternative.

K. Qualified Open Space and Amenities (*UDC 11-3G*):

The proposed preliminary plat area is approximately 1.22 acres in size in size which does not require a minimum amount of open space nor an amenity, per UDC 11-3G-3. As noted, the Applicant is proposing a micro-path connection to the north boundary for future connectivity to a regional pathway segment.

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

All fencing is required to comply with the standards listed in UDC 11-3A-7 and 11-3A-6. Fencing is proposed as shown on the landscape plan and does not meet UDC standards.

*6-foot tall wood fencing is proposed along the perimeter of the project—this complies with code for all areas except the east property lines adjacent to the Tenmile Creek irrigation easement. With the final plat submittal, the Applicant should revise the landscape plan to show open-vision fencing or semi-private open vision fencing along the east property lines of Lots 2 & 3. In addition, the Applicant should clarify if any fencing is proposed along the Tenmile Creek itself and coordinate with Nampa Meridian Irrigation District on where they would like any fencing located within their easement.*

M. Waterways ([UDC 11-3A-6](#))

The subject site directly abuts the Tenmile Creek along its entire eastern boundary. According to Nampa Meridian Irrigation District (NMID), the easement width for this facility is 50 feet on either side of the centerline of the “drain” as depicted on the submitted plat. In addition, the Applicant has proposed to place the entire irrigation easement within a common lot along the east boundary consistent with the UDC.

## 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 VII 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: Antonio Conti, Applicant Engineer
  - b. In opposition: None
  - c. Commenting: Antonio Conti;
  - d. Written testimony: Two pieces since remand – concerns over density and parking.
  - e. Staff presenting application: Joseph Dodson, Associate Planner
  - f. Other Staff commenting on application: Bill Parsons, Planning Supervisor
2. Key issue(s) of public testimony:
- a. None
3. Key issue(s) of discussion by Commission:
- a. Clarification on Staff’s recommendations for side-loaded garages;
4. Commission change(s) to Staff recommendation:
- a. Relax Staff’s recommendation for side-loaded garages to remove the requirement but allow the Applicant and Staff to work together on the best possible placement for side-loaded garages.
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: Antonio Conti, Applicant Engineer;
- b. In opposition: None

- c. Commenting: Antonio Conti
- d. Written testimony: 15 pieces – concern over originally proposed density of 12 building lots due to increased traffic and lack of parking in the subdivision—no testimony against revised layout of 7 lots.
- e. Staff presenting application: Joseph Dodson, Associate Planner
- f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
  - a. None
- 3. Key issue(s) of discussion by City Council:
  - a. None
- 4. City Council change(s) to Commission recommendation:
  - a. None



## VII. EXHIBITS

### A. Annexation and Zoning Legal Description and Exhibit Map



WWW.ACKERMAN-ESTVOLD.COM

May 18, 2022

**Pinedale Subdivision Annexation and Rezone to R8  
Legal Description  
3679 West Newland Street  
Meridian, ID 83642**

A parcel of land being a portion of the SE ¼ of Section 10, T. 3N, R.1W, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

**BEGINNING** at a 5/8" iron pin marking the southeast corner of Chesterfield Subdivision Number 4; thence along the northerly right-of-way line of Union Pacific Railroad South 88°25'14" East a distance of 311.32 feet to a point on the westerly edge of Tenmile Creek; thence leaving said northerly right-of-way line of Union Pacific Railroad on the westerly edge of said Tenmile Creek North 32°49'09" West a distance of 120.21 feet; thence North 48°06'05" West a distance of 101.97 feet; thence North 43°31'33" West a distance of 144.27 feet; thence leaving said westerly edge of Tenmile Creek North 88°25'56" West a distance of 66.78 feet to a point on the easterly boundary of Chesterfield Subdivision Number 4; thence along said easterly boundary of Chesterfield Subdivision Number 4 South 00°52'04" West a distance of 267.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1.22 acres, more or less.

HEADQUARTERS  
1907 17TH ST SE  
MINOT, ND 58701  
701.837.8737

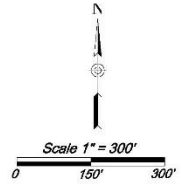
4165 30TH AVE S  
SUITE 100  
FARGO, ND 58104  
701.551.1250

3210 27TH ST W  
SUITE 200  
WILLISTON, ND 58801  
701.577.4127

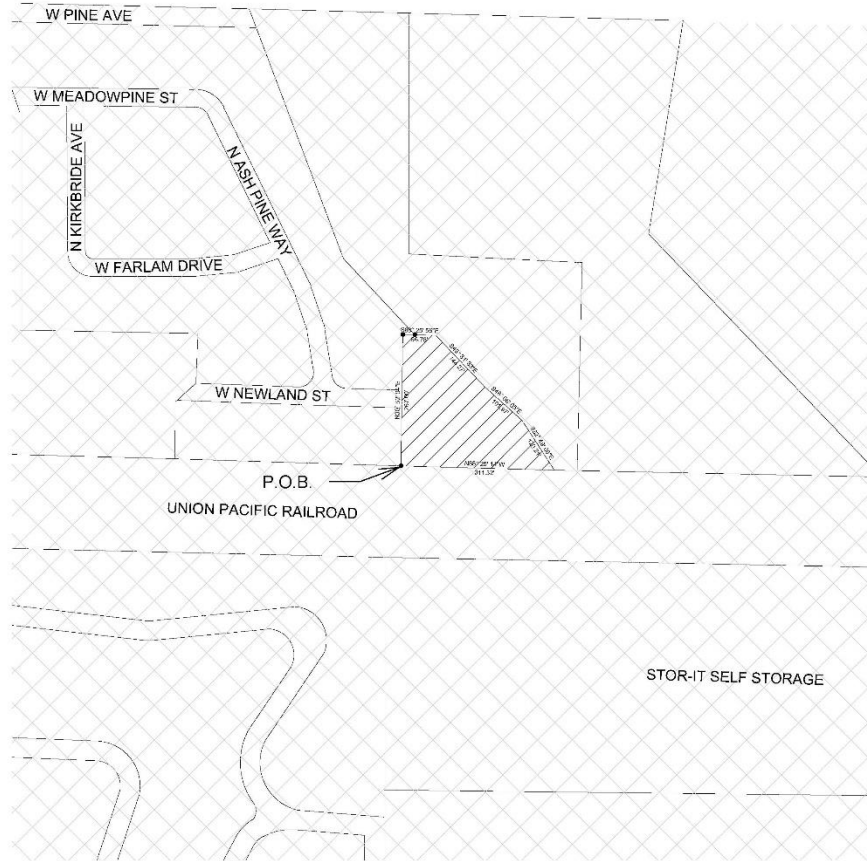
7661 W RIVERSIDE DR  
SUITE 102  
GARDEN CITY, ID 83714  
208.853.6470

# ANNEXATION EXHIBIT B

PORTION OF THE SE 1/4 OF SECTION 10,  
1.3N., 1R1.W., BOSTON MERIDIAN, CITY OF  
MERIDIAN, ADA COUNTY, IDAHO.



BEARINGS AND DISTANCES MAY VARY FROM  
PREVIOUS PLATS DUE TO DIFFERENT METHODS  
OF MEASUREMENTS.



- FOUND MONUMENT
- B.O.B. BASIS OF BEARING
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ▭ CITY OF MERIDIAN
- ▨ AREA TO BE ANNEXED

JOB No: R21228

**ACKERMAN  
ESTVOLD**  
7661 West Riverside Drive, Ste. 102 - Garden City, ID 83714  
208.853.6470 - www.ackerman-estvold.com  
Minot, ND | Fargo, ND | Williston, ND | Boise, ID



WWW.ACKERMAN-ESTVOLD.COM

January 10, 2022

**Pinedale Subdivision Legal Description  
3679 West Newland Street  
Meridian, ID 83642**

A parcel of land being a portion of the SE ¼ of Section 10, T. 3N, R.1W, Boise-Meridian, Ada Couty, Idaho, more particularly described as follows:

**BEGINNING** at a 5/8" iron pin marking the southeast corner of Chesterfield Subdivision Number 4; thence along the northerly right-of-way line of Union Pacific Railroad South 88°25'14" East a distance of 311.32 feet to a point on the westerly edge of Tenmile Creek; thence leaving said northerly right-of-way line of Union Pacific Railroad on the westerly edge of said Tenmile Creek North 32°49'09" West a distance of 120.21 feet; thence North 48°06'05" West a distance of 101.97 feet; thence North 43°31'33" West a distance of 144.27 feet; thence leaving said westerly edge of Tenmile Creek North 88°25'56" West a distance of 66.78 feet to a point on the easterly boundary of Chesterfield Subdivision Number 4; thence along said easterly boundary of Chesterfield Subdivision Number 4 South 00°52'04" West a distance of 267.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1.22 acres, more or less.



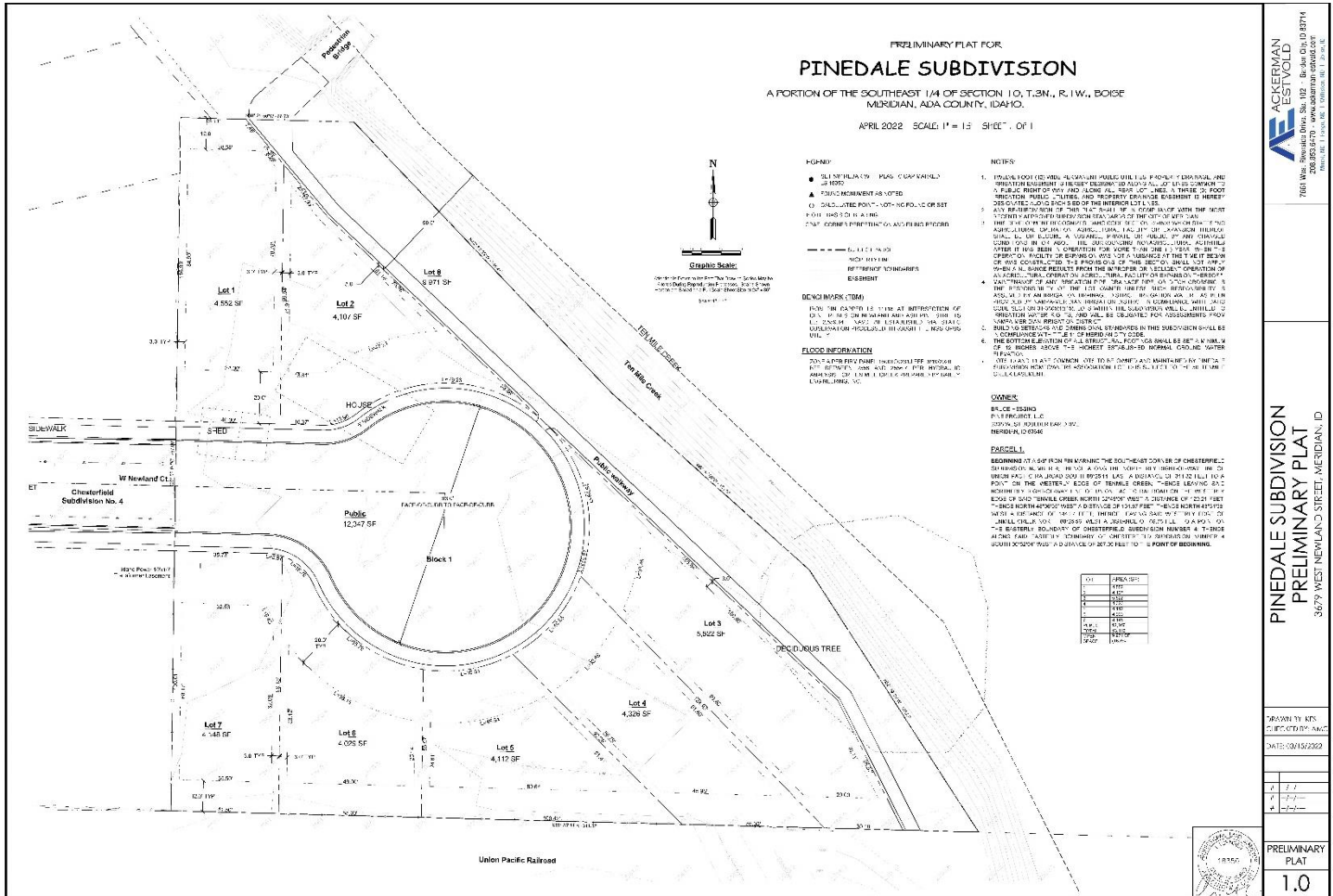
HEADQUARTERS  
1907 17TH ST SE  
MINOT, ND 58701  
701.837.8737

4165 30TH AVE S  
SUITE 100  
FARGO, ND 58104  
701.551.1250

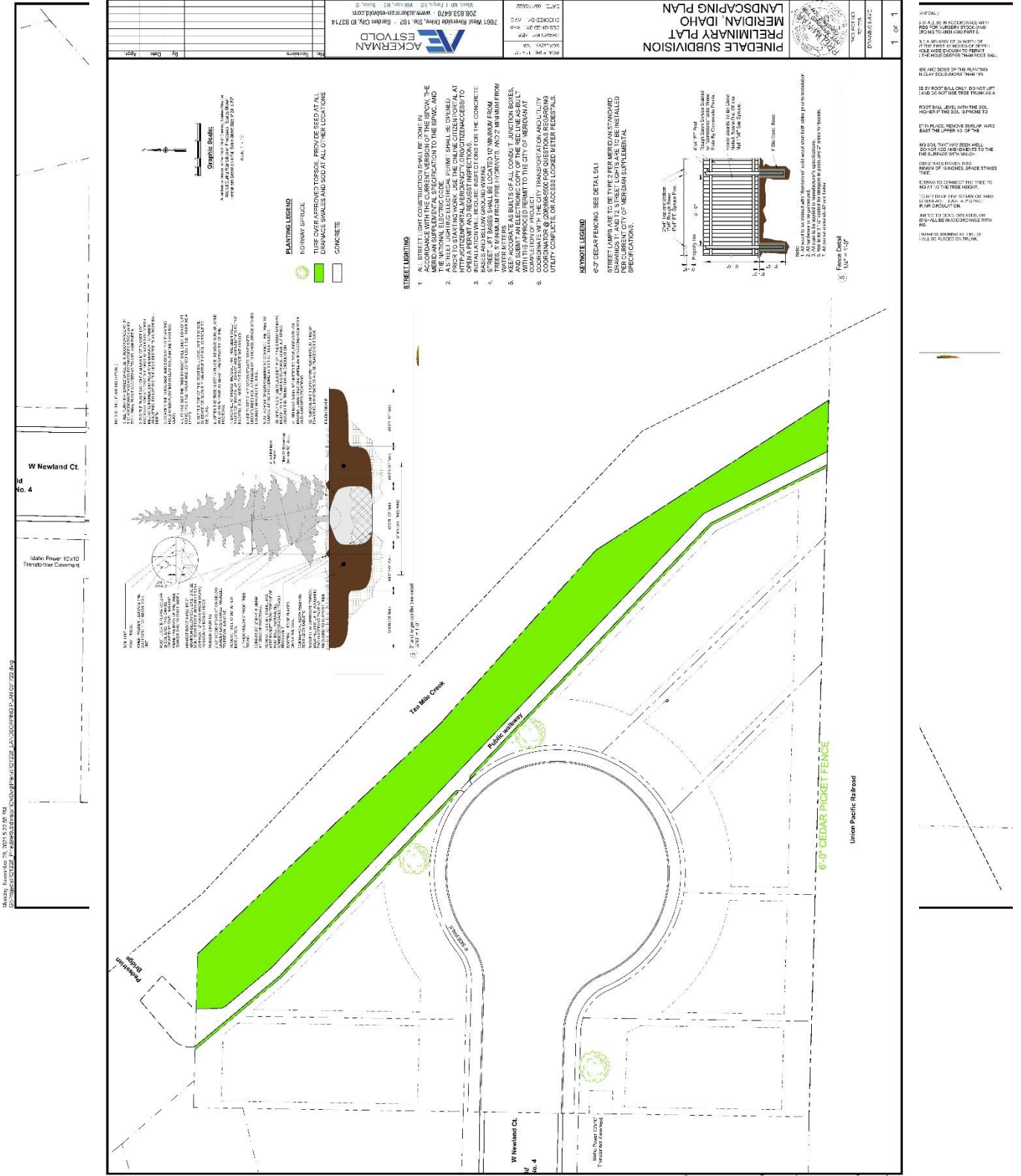
3210 27TH ST W  
SUITE 200  
WILLISTON, ND 58801  
701.577.4127

7661 W RIVERSIDE DR  
SUITE 102  
GARDEN CITY, ID 83714  
208.853.6470

B. Preliminary Plat (dated: May 2022)



C. Landscape Plans (date: 5/11/2022)



7667 West Riverside Drive, Ste. 101 - Boise, ID 83714  
7667 West Riverside Drive, Ste. 101 - Boise, ID 83714  
7667 West Riverside Drive, Ste. 101 - Boise, ID 83714

ACKERMAN ESTYLOID  
7667 West Riverside Drive, Ste. 101 - Boise, ID 83714  
7667 West Riverside Drive, Ste. 101 - Boise, ID 83714  
7667 West Riverside Drive, Ste. 101 - Boise, ID 83714

CHROME BRASS  
1/4" x 1/2" x 1/8" x 1/8"  
1/4" x 1/2" x 1/8" x 1/8"  
1/4" x 1/2" x 1/8" x 1/8"  
1/4" x 1/2" x 1/8" x 1/8"

PLANTING LEGEND  
HOUSING SPONGE  
ADVANCE SWALES AND SUSCAT ALL TREE LOCATIONS  
CONCRETE

STREET LIGHTING  
1. ALL STREET LIGHT CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE SPOLC, THE NATIONAL ELECTRIC CODE, AND THE NATIONAL ELECTRICAL SAFETY CODE.

6" CEDAR PICKET FENCE  
STREET LAMP ARE TO BE TYPE PER MERIDIAN STANDARD DRAWINGS T-1 AND T-2. STREET LIGHTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MERIDIAN SUPPLEMENTAL SPECIFICATIONS.

STREET LIGHTING

ACKERMAN ESTYLOID  
7667 West Riverside Drive, Ste. 101 - Boise, ID 83714  
7667 West Riverside Drive, Ste. 101 - Boise, ID 83714  
7667 West Riverside Drive, Ste. 101 - Boise, ID 83714

PINEDALE SUBDIVISION  
PRELIMINARY PLAN  
LANDSCAPING PLAN  
JULY 2022

1 OF 1  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: [Date]

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.

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, and conceptual building elevations included in Section VII and the provisions contained herein and shall be obligated to install and maintain the open space and amenity as proposed on the approved plans.
  - b. The Applicant shall work with Staff to include shared driveways where feasible to help remove the number of driveways proposed, especially for those lots taking direct access from the cul-de-sac, W. Newland Court.
  - c. With the Final Plat submittal, the Applicant shall provide proof to the Planning Division that the existing access for the property via the vehicular bridge north of the subject site has been approved as a pedestrian bridge for the future multi-use pathway segment in the adjacent subdivision and any vehicular access rights to this area have been relinquished.
2. The preliminary plat included in Section VII.B, dated May 2022, is approved as submitted.
  3. The landscape plan included in Section VII.C, dated May 11, 2022, shall be revised as follows prior to submitting for Final Plat approval:
    - a. Depict open vision or semi-private vision fencing along Lots 2 & 3 in accord with UDC 11-3A-7A.7 standards.
    - b. Depict fencing along the Tenmile Creek in compliance with UDC 11-3C-6C or submit proof from NMID that fencing is not allowed.
    - c. Revise the landscape plan to show the micro-path in Lot 8 to be shifted at least 5 feet away from the proposed property lines so at least 4 trees can be added on its west side, consistent with UDC 11-3B-12 standards.
  4. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-6 for the R-8 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. 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.
  8. 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.

9. 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. Sewer services should be 90 degrees to the main or connected to a manhole at a minimum angle of at least 90 degrees.
2. Manhole at end of run should have 0.60% slope minimum.
3. Locate water line at least 10 feet from the edge of right-of-way.
4. Ensure no sewer services pass through infiltration trenches.
5. A portion of this development is in the Floodplain Overlay District and floodplain development permit is required for land development. This property is in a FEMA "A" Zone without Base Flood Elevations. A hydraulic analysis has been completed for Foxcroft Subdivision. Applicant will need to compare base flood elevations for existing conditions in this analysis to the existing conditions survey on 3725 W Pine. This should form the basis for a Letter of Map Amendment (LOMA) application to remove the entire property from the floodplain. The quicker LOMA process is started the better, otherwise we will need floodplain permits and elevation certificates for any development in the current flood zone. If fill this property is not eligible for a LOMA, fill may be added for a FEMA LOMR-F application. In this case, floodplain permits and elevation certificates will be required for each structure in this zone.
6. As noted in the Geotechnical Engineering Report prepared by Atlas Materials Testing & Inspection, there are shallow cemented soils across the site. Particular attention needs to be focused on ensuring that all residences constructed with crawl spaces should be designed in a manner that will inhibit water in crawl spaces. This may include the installation of foundation drains, and the installation of rain gutters and roof drains that will carry storm water at least 10-feet away from all residences. Foundation drains are not allowed to drain into the sanitary sewer system, nor the trench backfill for the sewer and/or water service lines.

### **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 than 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-foot wide for a single utility, or 30-foot 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](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.

**C. FIRE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=251084&dbid=0&repo=MeridianCity>

**D. PARKS DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=251081&dbid=0&repo=MeridianCity>

**E. ADA COUNTY DEVELOPMENT SERVICES**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=251841&dbid=0&repo=MeridianCity>

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

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=251854&dbid=0&repo=MeridianCity>

**G. NAMPA/MERIDIAN IRRIGATION DISTRICT (NMID)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=252550&dbid=0&repo=MeridianCity>

**H. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=252743&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-8 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-8 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 VII 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. ACHD considers road safety issues in their analysis and has offered their support of the proposed development with the proposed road layout in mind.*

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

*The Tenmile Creek is off-site of the subject property so City Council is unaware of any significant natural, scenic or historic features that exist on this site that require preserving.*