

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **Te Amo Despacio, LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2024, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Te Amo Despacio, LLC**, whose address is 1020 N. Hickory Avenue, Suite 200, Meridian, ID, 83642, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A,” which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 13.94 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 18th day of June, 2024, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and

Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and

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

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Te Amo Despacio, LLC**, whose address is 1020 N. Hickory Ave., Ste. 200, Meridian, Idaho, 83642, hereinafter called **OWNER/DEVELOPER**, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A,” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

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

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

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, qualified open space exhibit and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.

b. Provide a 10-foot-wide detached sidewalk within the required street buffer along N. Meridian Rd. as proposed.

c. All homes within the development shall include a mix of materials, including masonry accents, as proposed by the Applicant.

d. The rear and/or sides of homes facing N. Meridian Rd. shall incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets. *Single-story homes are exempt from this requirement.*

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

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

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

7.2 **Notice and Cure Period.** In the event of Owner/Developer’s default of this

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

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

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

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

in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

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

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

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

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

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

CITY: City Clerk City of Meridian 33 E. Broadway Ave. Meridian, Idaho 83642	with copy to: City Attorney City of Meridian 33 E. Broadway Avenue Meridian, Idaho 83642
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OWNER/DEVELOPER:
Te Amo Despacio, LLC
1020 N. Hickory Ave., Ste. 200
Meridian, ID 83642

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENTS

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

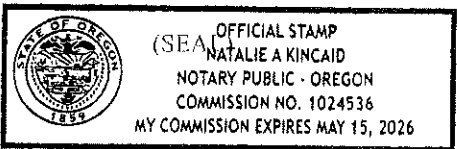
OWNER:
Te Amo Despacio, LLC

[Signature]
By:

STATE OF OREGON)
COUNTY OF ADAMS) SS:

On this 30th day of JULY, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Brandon Wilson, known or identified to me to be the owner of Te Amo Despacio, 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: Natalie Kincaid]
Notary Public
My Commission Expires: MAY 15, 2026

CITY OF MERIDIAN

ATTEST:

By:
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
COUNTY OF ADA) SS:

On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Robert E. Simison and Chris Johnson, known or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

Legal Description Pebblebrook Subdivision

A parcel located in the NE ¼ of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said NE ¼, from which a Brass Cap monument marking the northeast corner of said NE ¼ bears N 0°24'53" E a distance of 2661.08 feet;

Thence N 0°24'53" E along the easterly boundary of said NE ¼ a distance of 269.30 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly boundary of the NE ¼ and along the northerly boundary and the projection thereof of Paramount Subdivision No. 21 as shown in Book 105 of Plats on Pages 14238 through 14240, and the easterly boundary of Paramount Subdivision No. 22 as shown in Book 105 of Plats on Pages 14312 through 14314, records of Ada County, Idaho, N 70°41'29" W a distance of 1439.48 feet to a point on the easterly boundary of said Paramount Subdivision No. 22;

Thence along said easterly boundary N 0°02'46" W a distance of 334.37 feet to a point on the southerly boundary of Paramount Subdivision No. 24 as shown in Book 107 of Plats on Pages 14797 through 14799, records of Ada County, Idaho;

Thence along said southerly boundary and the southerly boundary of Paramount Subdivision No. 27 as shown in Book 108 of Plats on Pages 15046 through 15048, records of Ada County, Idaho, S 78°26'46" E a distance of 962.67 feet to a point;

Thence continuing along said southerly boundary of Paramount Subdivision No. 27 and the projection thereof S 89°35'00" E a distance of 420.08 feet to a point on the easterly boundary of said NE ¼ of Section 25;

Thence along said easterly boundary S 0°24'53" W a distance of 614.49 feet to the **POINT OF BEGINNING**.

This parcel contains 13.94 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
February 6, 2024

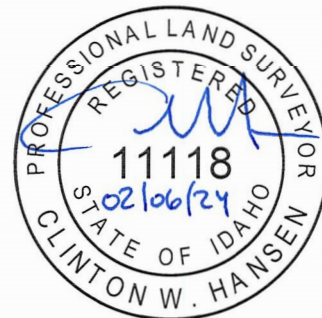


EXHIBIT B

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



In the Matter of the Request for Annexation of 13.94-acres of Land with an R-8 Zoning District; and Preliminary Plat Consisting of 52 Building Lots and Six (6) Common lots on 13.94-acres of Land for Pebblebrook Subdivision, by Rodney Evans + Partners, LLC.

Case No(s). H-2024-0005

For the City Council Hearing Date of: June 4, 2024 (Revised Findings on August 13, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 4, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 4, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 4, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 4, 2024, incorporated by reference)

B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of June 4, 2024, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

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

1. The applicant's request for annexation & zoning and preliminary plat is hereby approved with the requirement of a development agreement per the conditions of approval in the Staff Report for the hearing date of June 4, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of June 4, 2024

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

COUNCIL PRESIDENT LUKE CAVENER VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED _____

COUNCIL MEMBER DOUG TAYLOR VOTED _____

COUNCIL MEMBER JOHN OVERTON VOTED _____

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED _____

COUNCIL MEMBER BRIAN WHITLOCK VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)

Mayor Robert E. Simison

Attest:

Chris Johnson
City Clerk

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

By: _____ Dated: _____
City Clerk's Office

EXHIBIT A

STAFF REPORT	
COMMUNITY DEVELOPMENT DEPARTMENT	

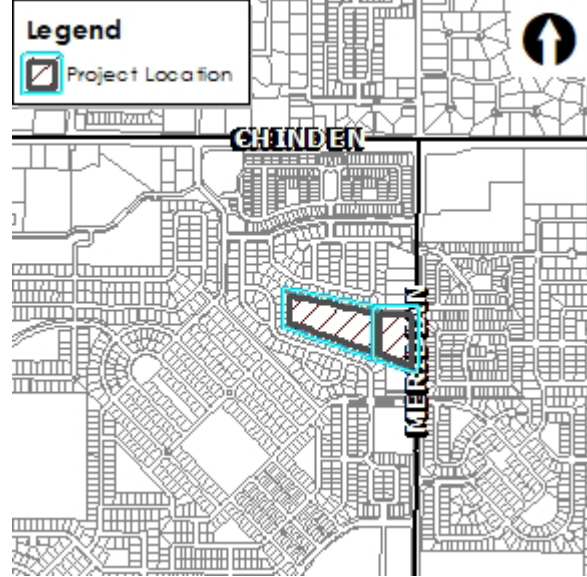
HEARING DATE: June 4, 2024

TO: Mayor & City Council

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

SUBJECT: Pebblebrook Subdivision – AZ, PP
[H-2024-0005](#)

LOCATION: 5725 N. Meridian Rd., in the NE 1/4 of Section 25, T.4N., R.1W. (Parcels #S0425142030 & S0425141990)



I. PROJECT DESCRIPTION

Annexation of 13.94-acres of land with an R-8 zoning district; and Preliminary Plat consisting of 54 building lots and 6 common lots on 13.94-acres of land.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	13.94-acres
Future Land Use Designation	Medium Density Residential (MDR) with a Park designation
Existing Land Use	Rural residential/agricultural
Proposed Land Use(s)	Single-family detached dwellings
Current Zoning	Rural Urban Transition (RUT) in Ada County
Proposed Zoning	R-8
Lots (# and type; bldg/common)	54 building/6 common
Phasing plan (# of phases)	1
Number of Residential Units (type of units)	54 single-family detached units
Density (gross & net)	3.87 units/acre (gross)
Open Space (acres, total [%] / buffer / qualified)	98,188 s.f. (or 2.25-acres – 16.16%) (see analysis in Section VI for more information)
Amenities	(2) pickleball courts, (2) pet waste stations
Physical Features (waterways, hazards, flood plain, hillside)	The Knight Lateral and associated easement crosses this site.

Neighborhood meeting date	2/1/24
History (previous approvals)	None

B. Community Metrics

Description	Details
Ada County Highway District	
<ul style="list-style-type: none"> • Staff report (yes/no) 	Yes
<ul style="list-style-type: none"> • Requires ACHD Commission Action (yes/no) 	No
<ul style="list-style-type: none"> • TIS (yes/no) 	No (not required)
<ul style="list-style-type: none"> • Existing Conditions 	There are (2) existing driveways via N. Meridian Rd.
<ul style="list-style-type: none"> • CIP/IFYWP 	Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP): <ul style="list-style-type: none"> • Meridian Road is scheduled in the IFYWP to be widened to 3-lanes from McMillan Road to US 20/26 with the design years in 2027-2028 and the construction date has not been determined.

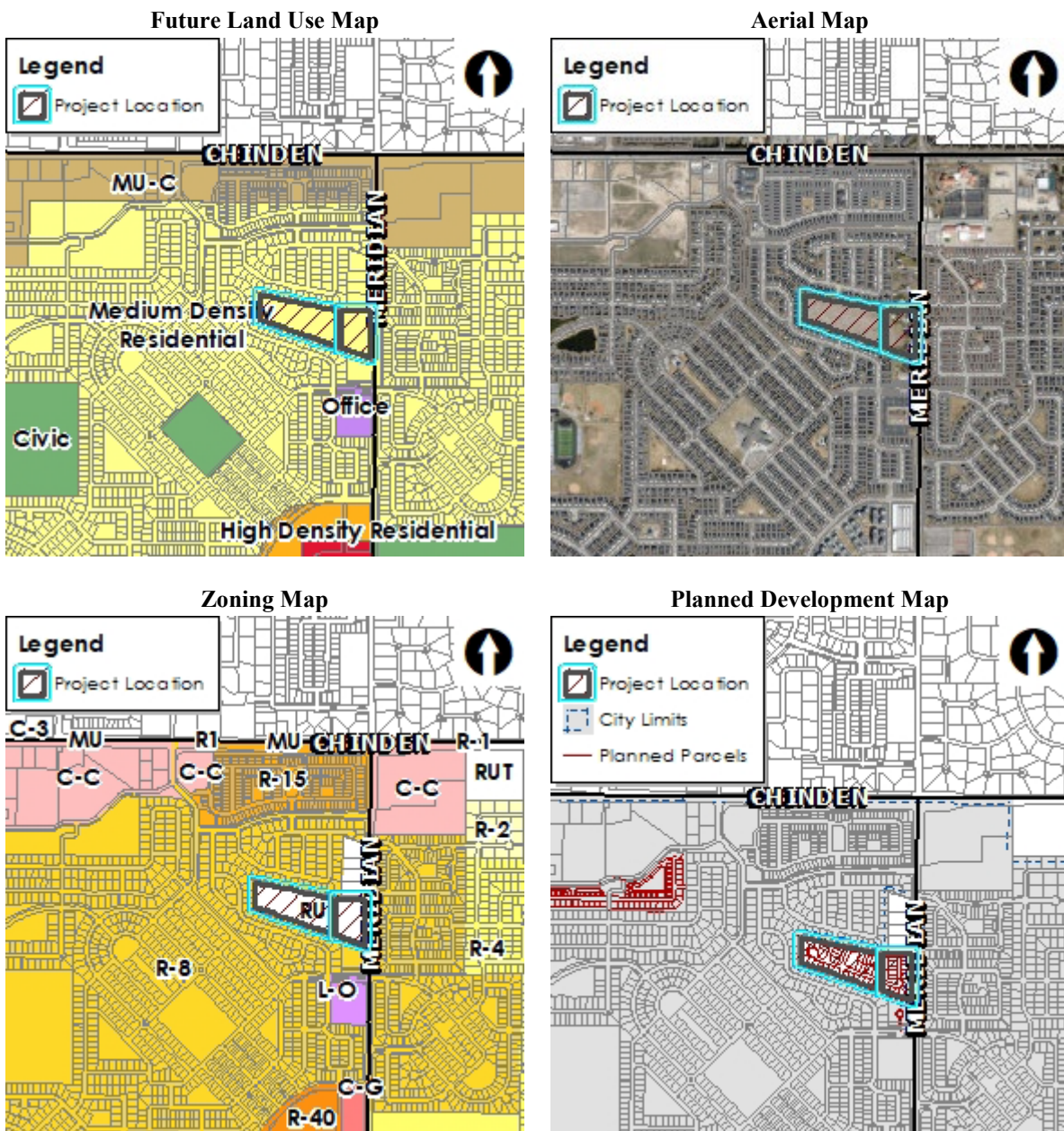
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access is proposed via the extension of existing local stub streets (N. Garbo Ave.) at the north and south boundaries of the site.
Traffic Level of Service	Meridian Rd. – Better than “E” (acceptable)
Stub Street/Interconnectivity/Cross Access	A stub street is proposed to the abutting County parcel at the northeast corner of the site.
Existing Road Network	N. Meridian Rd., an arterial street, exists along the east boundary of the site.
Existing Arterial Sidewalks / Buffers	There are no existing sidewalks or buffers on this site.
Proposed Road Improvements	None
Proposed Road Improvements	Meridian Rd. is required to be improved with 17’ of pavement from centerline with a 3’ gravel shoulder and 10’ wide detached sidewalk.
Fire Service	
<ul style="list-style-type: none"> • Distance to Fire Station 	1.4 miles (Station #5)
<ul style="list-style-type: none"> • Fire Response Time 	Meets standards
<ul style="list-style-type: none"> • Resource Reliability 	81% (meets goal)
<ul style="list-style-type: none"> • Risk Identification 	2 (current resources are adequate)
<ul style="list-style-type: none"> • Accessibility 	Meets access requirements
<ul style="list-style-type: none"> • Special/resource needs 	Requires an aerial device (can meet this requirement)
<ul style="list-style-type: none"> • Water Supply 	1,000 gallons/minute for one hour (less if building is sprinklered)
<ul style="list-style-type: none"> • Other Resources 	
Police Service	<i>No comments received</i>

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

Wastewater	
<ul style="list-style-type: none"> • Distance to Sewer Services 	Available at site
<ul style="list-style-type: none"> • Sewer Shed 	
<ul style="list-style-type: none"> • Estimated Project Sewer ERU’s 	See application
<ul style="list-style-type: none"> • WRRF Declining Balance 	
<ul style="list-style-type: none"> • Project Consistent with WW Master Plan/Facility Plan 	Yes

<ul style="list-style-type: none"> • Impacts/Concerns 	<ul style="list-style-type: none"> • Flows committed • See Public Works Site Specific Conditions in Section IX.B.
Water	
<ul style="list-style-type: none"> • Distance to Services • Pressure Zone 	Available at site 2
<ul style="list-style-type: none"> • Estimated Project Water ERU's • Water Quality Concerns 	See application None
<ul style="list-style-type: none"> • Project Consistent with Water Master Plan 	Yes
<ul style="list-style-type: none"> • Impacts/Concerns 	See Public Works Site Specific Conditions in Section IX.B.

C. Project Maps



III. APPLICANT INFORMATION

A. Applicant:

Benjamin Semple, Rodney Evans + Partners, LLC – 1450 W. Bannock St., Boise, ID 83702

B. Owner:

Eric Scheck, TeAmo Despacio, LLC – 1020 N. Hickory Ave., Ste. 200, Meridian, ID 83642

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	4/2/2024	5/19/2024
Radius notification mailed to property owners within 300 feet	3/29/2024	5/17/2024
Public hearing notice sign posted on site	4/5/2024	5/24/2024
Nextdoor posting	3/29/2024	5/17/2024

V. COMPREHENSIVE PLAN ANALYSIS

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

A future park is also designated on the FLUM on this property in this general area. The purpose of this designation is to preserve and protect existing and future public neighborhood, community, regional, and urban parks. The Parks Department has determined it’s not feasible for a park to develop on this site.

The subject property is part of a slightly larger enclave surrounded by single-family residential properties on land also designated MDR on the FLUM. The Applicant proposes to develop 54 single-family residential detached homes on the property at a gross density of 3.87 units per acre, which is at the low end of the density range desired in the MDR designation but is generally consistent with the density of surrounding developments.

TRANSPORTATION: The Master Street Map (MSM) does not depict any collector streets across this property. The MSM designates Meridian Rd. as a residential arterial with 3-lanes within 78’ of right-of-way. ACHD is requiring Meridian Rd. to be improved with 17’ of pavement from centerline, a 3’ wide gravel shoulder and a 10’ wide detached sidewalk abutting the site as shown on the plat and landscape plan in Section VIII. Transit is not available to this site.

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

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

Only one (1) housing type, single-family detached dwellings is proposed, which will contribute to the variety in housing types in the general vicinity.

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)

City water and sewer service is available and can be extended by the developer with development in accord with UDC 11-3A-21.

- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

*The proposed site design generally provides a good transition in density and lot sizes to abutting lots at 1:1 and 2:1 ratios; however, there are a couple of areas (Lots 7-9, Block 2 abutting Lot 10, Block 49 in Paramount #21 and Lots 10-12, Block 2 abutting two lots in Bordeaux Estates to the south) where 3 lots abut 1 lot. **The lots in these areas should be revised (or lots removed) to reflect a maximum 2:1 ratio.***



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

The proposed and existing adjacent uses are all single-family detached homes of similar sizes and lot sizes, which should reduce conflicts and maximizing use of land.

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

Development of the subject property, which is part of a slightly larger enclave area, should not negatively impact abutting existing development as like uses and a good transition in lot sizes is proposed with the exception noted above. (This development is not downtown.)

- “Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development.” (3.03.03A)

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

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

There are no pedestrian pathways stubbing to this property from adjacent developments other than sidewalks along existing stub streets to this property. These sidewalks will be extended with development for pedestrian connectivity between developments.

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

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

- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B)

There are currently two (2) access points on N. Meridian Rd. for this property. With development, both of these accesses will be closed and access will be provided via local streets within the development.

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

Development of most of the infill area in this location will contribute to maximizing public services.

In summary, Staff finds the proposed development is in general conformance with the Comprehensive Plan per the above analysis.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 13.94-acres of land with an R-8 zoning district for the development of 54 single-family homes at a gross density of 3.87 units per acre, which is consistent with the MDR FLUM designation as discussed above in Section V.

A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is an infill property within the City’s Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed (see Section VIII).

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

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

B. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 54 building lots and 6 common lots on 13.94-acres of land in the proposed R-8 zoning district as shown in Section VIII.B. Proposed lots range in size from 5,420 square feet (s.f.) to 15,482 s.f., which will accommodate the variety of dwelling sizes proposed ranging from 1,574 to 3,195 s.f. The subdivision is proposed to develop in one (1) phase.

The Applicant has been in discussions with the adjacent Paramount Subdivision Homeowner’s Association (HOA) to include the proposed development in their HOA and be subject to their CC&R’s and development guidelines to enrich property values and cohesiveness with surrounding homes. HOA dues would apply to the maintenance and operation of the existing common areas and amenities in Paramount Subdivision, which would allow residents of this development to use those amenities and common areas. Likewise, Paramount residents would also have access to use Pebblebrook’s common

areas and amenities. A final agreement of these terms has not yet been reached as discussions are ongoing; the HOA wants to see if the project is approved by the City before officially making a decision.

Existing Structures/Site Improvements: There are two (2) existing single-family homes and associated outbuildings on the property that are proposed to be removed. **Prior to the City Engineer’s signature on the final plat, all existing structures shall be removed from the property.**

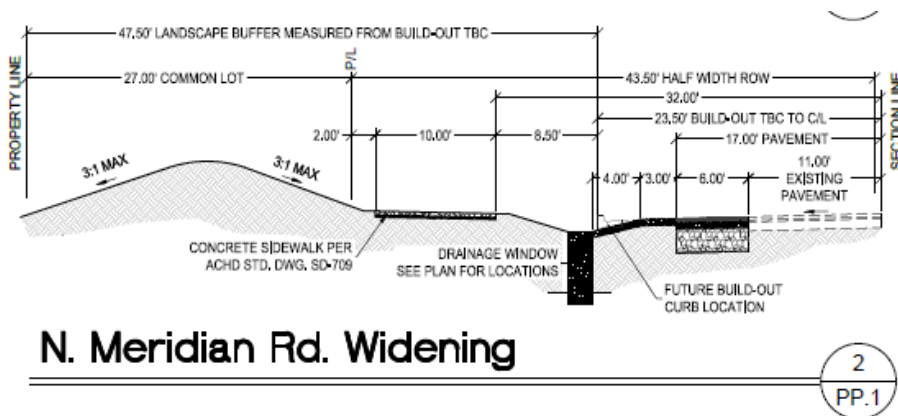
Dimensional Standards (UDC 11-2): The proposed plat and subsequent development is required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. The proposed lots comply with the dimensional standards of the district.

Road Improvements: ACHD is requiring Meridian Rd. to be improved with 17’ of pavement from centerline with a 3’ gravel shoulder and 10’ wide detached sidewalk; only 6’ of pavement and a 3’ wide shoulder is required at this time – curb and gutter will be added later when Meridian Rd. is fully expanded (see Detail 2 on Sheet PP.1 below).

Access: Access is proposed via the extension of existing local streets (N. Garbo Ave.) at standard street sections at the north and south boundary of the property; local public streets are proposed for internal access. No access is proposed or allowed via N. Meridian Rd. A stub street is proposed to the County parcel at the northeast corner of the property for future extension.

Bulb-outs are provided along Gleason Street as traffic-calming in response to ACHD’s comments requiring Gleason Street to be redesigned to reduce the length or include passive design elements.

Landscaping (UDC 11-3B): A 35-foot wide street buffer is required along N. Meridian Rd., an entryway corridor, measured from the ultimate back of curb. A 47.5’ wide buffer is proposed as shown on Detail 2 on Sheet PP.1 of the plat, as follows:



Landscaping is required to be provided within the buffer in accord with the standards listed in UDC [11-3B-7C.3](#), including the standards for entryway corridors. The proposed buffer incorporates a berm with a maximum 3:1 slope, a wrought-iron fence at the back edge of the buffer, landscaping and boulders within the planter areas in accord with these standards. **If the unimproved street right-of-way is ten (10) feet or greater from the edge of pavement to edge of sidewalk or property line, the developer is required to maintain a ten-foot compacted shoulder meeting the construction standards of the transportation authority and landscape the remainder with lawn or other vegetative ground cover; the landscape plan should be revised accordingly.**

The landscape plan depicts landscaping along pathways within the site in accord with the standards listed in UDC [11-3B-12C](#).

There are a lot of existing trees on the site, totaling 844 caliper inches, that are proposed to be removed as they were determined to be in poor condition by the Applicant’s arborist (see [arborist report](#) and Sheet L1.6 of the landscape plan). The remaining trees, totaling 158 caliper inches, are required to

comply with the mitigation standards listed in UDC [11-3B-10C.5](#). Additional trees are proposed in accord with the required standards.

Common Open Space & Site Amenities (UDC [11-3G-3](#)): Based on the standards in UDC Table 11-3G-3, a minimum of 15% (or 2.09-acres) of qualified open space is required to be provided within the development. An open space exhibit was submitted as shown in Section VIII.D, that depicts 16.16% (or 2.25-acres) of open space that meets the required quality and qualified open space standards.

Based on the standards in UDC [11-3G-4A](#), a minimum of two (2) points of site amenities are required to be provided. Two (2) sports courts (pickleball) (8 pts.) and (2) dog waste stations (1 pt.) are proposed, which total 9 points, exceeding UDC standards. **Per the standards for such in UDC 11-3G-4C, dog waste stations are installed in the ground fixtures with waste disposal bags and trash receptacles; and sports courts are required to have markings and include benches for seating. Details should be submitted with the final plat application that demonstrate compliance with these standards.**

Pathways: No multi-use pathways are depicted on the Pathways Master Plan on this property.

Sidewalks ([11-3A-17](#)): Five-foot wide attached sidewalks are required along internal local streets and detached sidewalks are required within street buffers along arterial streets per UDC 11-3A-17. **For public safety, Staff recommends a 10-foot wide detached sidewalk is required along N. Meridian Rd., an arterial street, as a provision of the development agreement as proposed on the landscape plan.**

Parking: Off-street parking is required to be provided for each home based on the total number of bedrooms per unit as set forth in UDC [Table 11-3C-6](#). On-street parking is also available on both sides of the street.

Fencing: All fencing is required to comply with the standards listed in UDC [11-3A-7](#). The Applicant's narrative states all existing perimeter fencing will either be retained and protected or replaced, and the developer will coordinate with all affected neighbors.

The landscape plan depicts a 5' tall open vision wrought iron fence at the back edge of the street buffer along N. Meridian Rd. and adjacent to internal common open space areas; and a 6' tall cedar privacy fencing is proposed along the northern boundary of the site abutting the County parcel. **Fencing appears to be missing in some areas adjacent to common open space areas; fencing should be provided to distinguish common from private areas in accord with UDC [11-3A-7A.7a](#).**

Waterways: The Knight Lateral crosses the eastern portion of this site within a 20-foot wide easement through common area as depicted on the plat. All irrigation ditches crossing this site shall be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#).

Utilities ([UDC 11-3A-21](#)): Connection to City water and sewer services is required in accord with UDC 11-3A-21. Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances.

Pressurized Irrigation System ([UDC 11-3A-15](#)): Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15. The Applicant's narrative states the Paramount HOA has agreed to allow the project irrigation system to connect to the Paramount Subdivision pressure irrigation system; therefore, the site will transfer its water rights to Paramount Subdivision and the site will utilize the existing Paramount Subdivision irrigation pump system.

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

Building Elevations: Five (5) conceptual building elevations were submitted for the proposed 1- and 2-story homes with 2- and 3-car garages as shown in Section VIII.E. The homes are craftsman style with building materials consisting of a mix of board and batten siding, lap siding and optional masonry accents. The Applicant clarified that “optional” masonry accents depicted on the elevations is incorrect – all homes will have masonry accents consistent with the Paramount architectural guidelines. **To ensure this for a higher quality of development, Staff recommends masonry accents are required on all structures in the development.**

The Applicant’s narrative states the architecture and materials of the proposed homes will conform to the Paramount Architectural Design Standards, which include specific provisions regarding the exterior elevations, colors, accent materials, lighting, fencing and landscaping. Further, each floor plan will have multiple elevation designs with a variety of roof configurations (i.e. hip vs. gable) to provide more articulation and diversity from the street in addition to multiple color scheme choices.

Design review is not required for single-family detached structures. However, because the rear and/or sides of homes facing N. Meridian Rd. will be highly visible, Staff recommends a DA provision requiring those elevations 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 adjacent public streets. *Single-story homes are exempt from this requirement.*

VII. DECISION

A. Staff:

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

B. The Meridian Planning & Zoning Commission heard these items on April 18th. At the public hearing, the Commission moved to recommend approval of the subject AZ and PP requests.

1. Summary of Commission public hearing:

- a. In favor: Ben Semple, Rodney Evans + Partners (Applicant’s Representative)
- b. In opposition: Andrew Pietella, Patrick Murphy, Zachary Tanis, Lee Cooper, Christine Huber Arnold, Lori Billaud (representing Cheryl Heard), Fernando De La Noche, William Gillen, Bob Beckman, Jamie Lajoie
- c. Commenting: Kyle Loveland, Don Doss (President of the Paramount HOA), June Gouvaia (voicemail)
- d. Written testimony: Ben Semple (Applicant’s Representative) – in agreement with staff report conditions
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Not in favor of plat as proposed; opinion the density is too high and not consistent with that in Paramount Subdivision;
- b. Concern pertaining to the impact of traffic generated from this development on internal streets in Paramount subdivision.
- c. Request for construction methods/materials to match those in Paramount Subdivision.
- d. Not in favor of this development being part of the Paramount Subdivision HOA as it’s not the same quality of development and opinion that it will bring home values down.
- e. Concern pertaining to overcrowding in area schools.

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

- a. Clarification that if this development isn't included in the Paramount Subdivision HOA, it can still stand on it's own so far as meeting the City's development requirements.
- b. No concerns pertaining to capacity at area schools as there are several private schools in addition to public schools in this area that will assist in serving this development.
- c. Opinion the proposed subdivision is thoughtfully laid out with a maximum 2:1 transition in lots on the perimeter boundary, has good walkability and nice open space that exceeds the minimum standards.
- 4. Commission change(s) to Staff recommendation:
 - a. None
- 5. Outstanding issue(s) for City Council:
 - a. None

C. The Meridian City Council heard these items on June 4, 2024. At the public hearing, the Council moved to approve the subject AZ and PP requests.

- 1. Summary of the City Council public hearing:
 - a. In favor: Ben Semple, Rodney Evans + Partners (Applicant's Representative); Sally Reynolds. Joe Weeks
 - b. In opposition: Lori Billaud
 - c. Commenting: Laura McDermott, Ramont Turnbull
 - d. Written testimony: Ben Semple, Rodney Evans + Partners (Applicant's Representative) – in agreement with the Commission's recommendation, Geoffrey Wardle, Aleksy Bobodzhinov (voicemail), neighbor (voicemail), Lee Cooper, Dawn Duckworth.
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: Steve Siddoway
- 2. Key issue(s) of public testimony:
 - a. In support of the proposed density, rather than a higher density; appreciation for the Applicant working with the Paramount neighbors in an effort to have a more cohesive development; in favor of the proposed transition in density. Request for construction traffic to enter the site from Meridian Rd. rather than from internal residential streets.
 - b. In opposition to the proposed development due to school overcrowding and incompatibility with the lot sizes and homes in the surrounding Paramount Subdivision; request for a better (i.e. 1:1) transition to existing lots.
- 3. Key issue(s) of discussion by City Council:
 - a. The possibility of revisions to the plat for a better transition (i.e. closer to 1:1) in lot sizes to existing lots in Paramount Subdivision along the southern boundary of the subdivision.
 - b. The Park designation on the Future Land Use Map contained in the City's Comprehensive Plan on this property.
- 4. City Council change(s) to Commission recommendation:
 - a. Council included a new condition for the Applicant to revise the plat to remove two (2) lots along the south side of W. Gleason St. – one east of N. Garbo Ave. and one west of N. Garbo Ave. – as offered by the Applicant (condition #A.2c).

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map

Legal Description
Pebblebrook Subdivision – Annexation

A parcel located in the NE ¼ of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said NE ¼, from which a Brass Cap monument marking the northeast corner of said NE ¼ bears N 0°24'53" E a distance of 2661.08 feet;

Thence N 0°24'53" E along the easterly boundary of said NE ¼ a distance of 269.30 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly boundary of the NE ¼ and along the northerly boundary and the projection thereof of Paramount Subdivision No. 21 as shown in Book 105 of Plats on Pages 14238 through 14240, and the easterly boundary of Paramount Subdivision No. 22 as shown in Book 105 of Plats on Pages 14312 through 14314, records of Ada County, Idaho, N 70°41'29" W a distance of 1439.48 feet to a point on the easterly boundary of said Paramount Subdivision No. 22;

Thence along said easterly boundary N 0°02'46" W a distance of 334.37 feet to a point on the southerly boundary of Paramount Subdivision No. 24 as shown in Book 107 of Plats on Pages 14797 through 14799, records of Ada County, Idaho;

Thence along said southerly boundary and the southerly boundary of Paramount Subdivision No. 27 as shown in Book 108 of Plats on Pages 15046 through 15048, records of Ada County, Idaho, S 78°26'46" E a distance of 962.67 feet to a point;

Thence continuing along said southerly boundary of Paramount Subdivision No. 27 and the projection thereof S 89°35'00" E a distance of 420.08 feet to a point on the easterly boundary of said NE ¼ of Section 25;

Thence along said easterly boundary S 0°24'53" W a distance of 614.49 feet to the **POINT OF BEGINNING**.

This parcel contains 13.94 acres and is subject to any easements existing or in use.

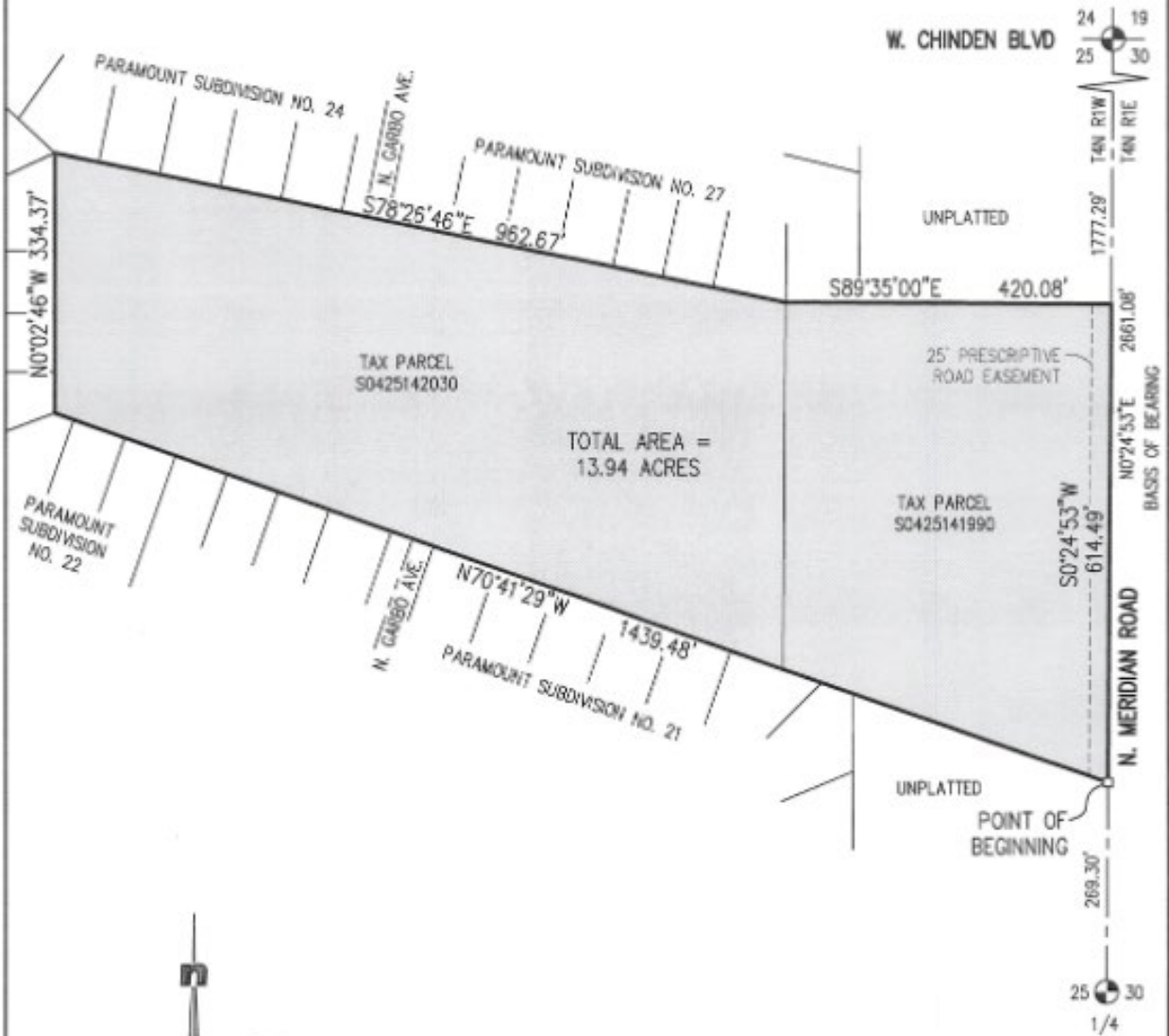
Clinton W. Hansen, PLS
Land Solutions, PC
February 6, 2024



Pebblebrook Annexation
Job No. 23-55

PEBBLEBROOK SUBDIVISION - ANNEXATION EXHIBIT

LOCATED IN THE NE 1/4 OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 1
WEST, BM, ADA COUNTY, IDAHO

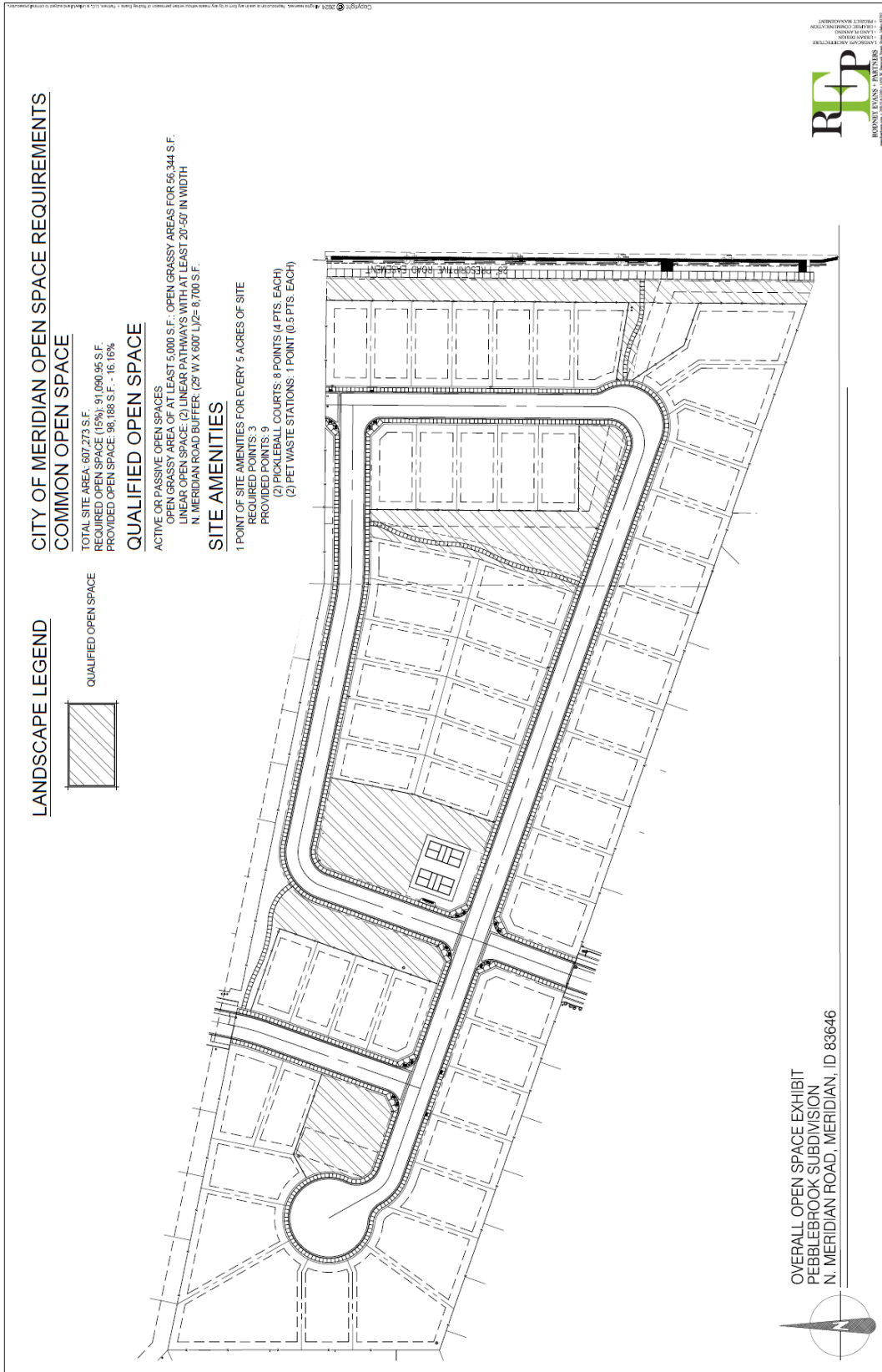


LandSolutions
Land Surveying and Consulting

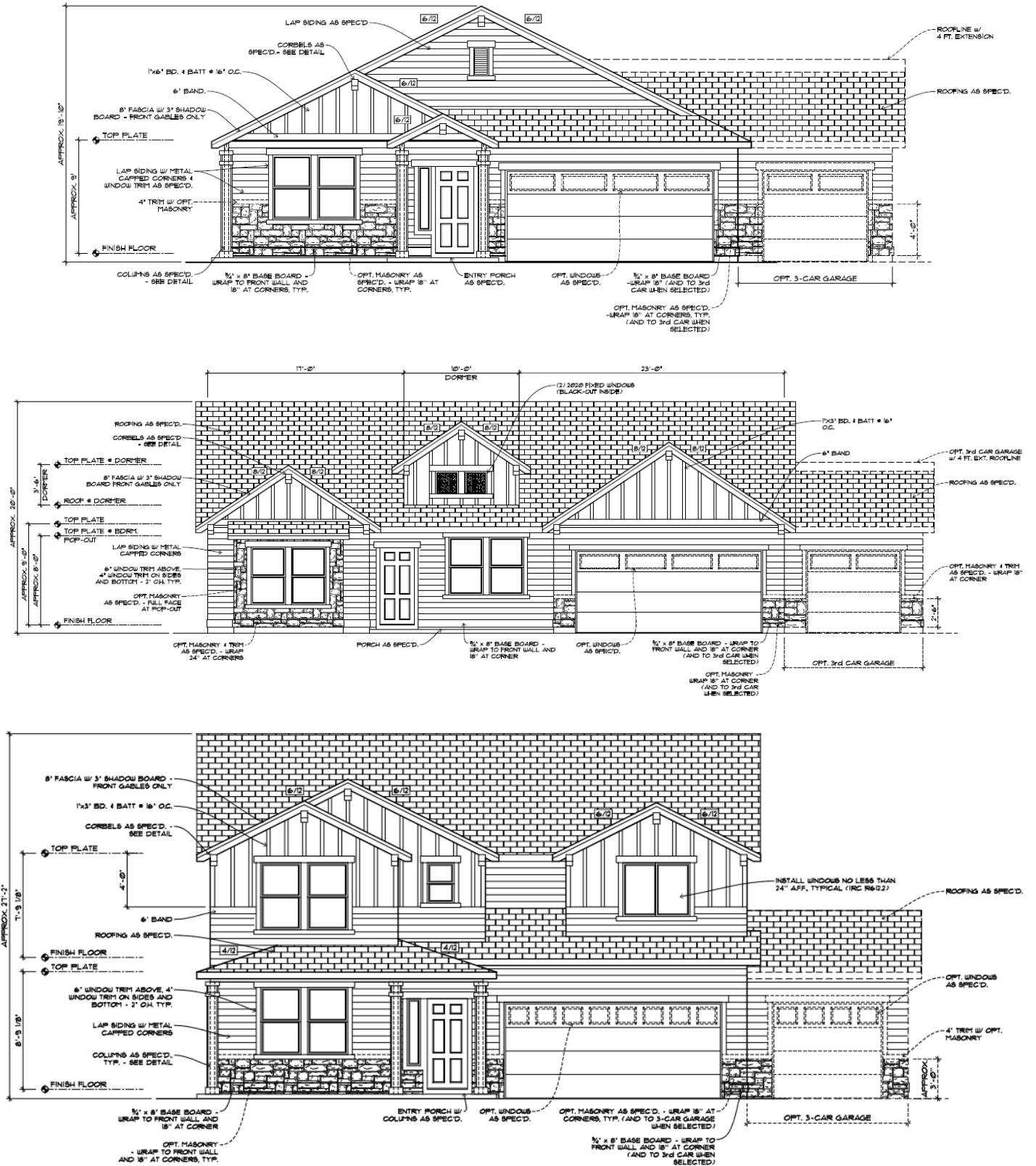
231 E. 5TH ST.
MERIDIAN, ID 83642
(208) 288-2340 (208) 288-2657 fax
www.landsolutions.idaho.gov

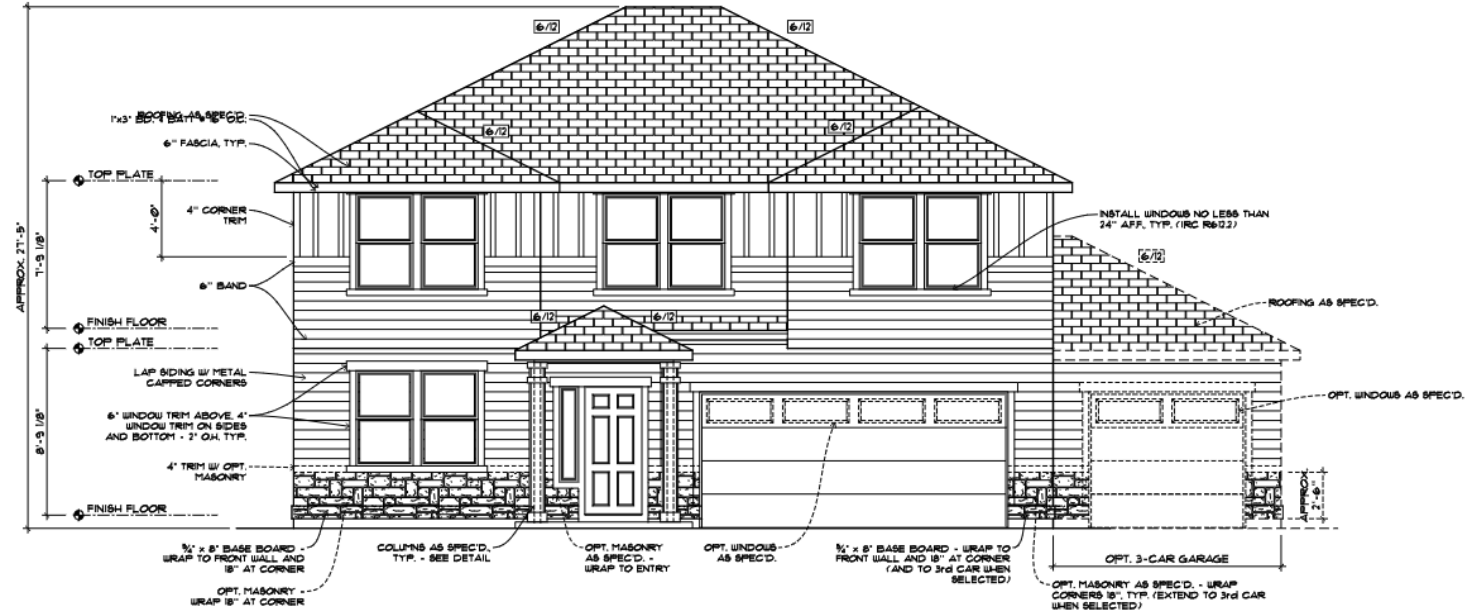
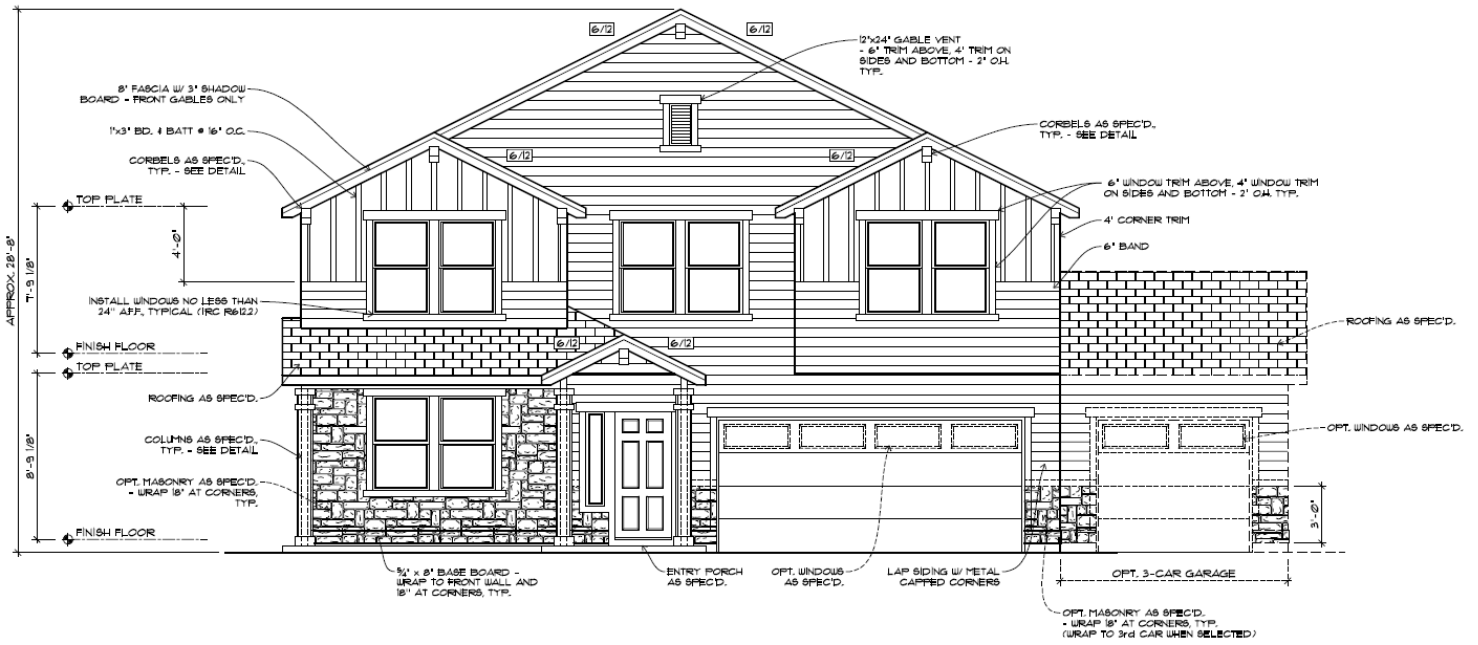
JOB NO. 23-03

D. Common Open Space & Site Amenities Exhibit



E. Conceptual Building Elevations





Note: Masonry accents shall be provided on all front elevations.

IX. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer. A final plat application shall not be submitted until the annexation is finalized.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the Annexation request. The DA shall, at minimum, incorporate the following provisions:

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, qualified open space exhibit and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. Provide a 10-foot wide detached sidewalk within the required street buffer along N. Meridian Rd. as proposed.
 - c. All homes within the development shall include a mix of materials, including masonry accents, as proposed by the Applicant.
 - d. The rear and/or sides of homes facing N. Meridian Rd. shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets. *Single-story homes are exempt from this requirement.*
2. The final plat submitted with the final plat application shall include the following revisions:
 - a. Include a note stating direct lot access via N. Meridian Rd. is prohibited.
 - b. Revise the configuration of Lots 7-9, Block 2 (abutting Lot 10, Block 49 in Paramount #21) and Lots 10-12, Block 2 (abutting two lots in Bordeaux Estates) to reflect a maximum 2:1 ratio.
 - c. Remove two (2) lots along the south side of W. Gleason St. – one east of N. Garbo Ave. and one west of N. Garbo Ave. in an effort to provide closer to a 1:1 transition to existing adjacent lots in Paramount Subdivision.
 3. The landscape plan submitted with the final plat application shall include the following revisions:
 - a. Depict lawn or other vegetative groundcover on the east side of the sidewalk along N. Meridian Rd. as set forth in UDC [11-3B-7C.5](#), which states, “*If the unimproved street right-of-way is ten (10) feet or greater from the edge of pavement to edge of sidewalk or property line, the developer is required to maintain a ten-foot compacted shoulder meeting the construction standards of the transportation authority and landscape the remainder with lawn or other vegetative ground cover.*”
 - b. Depict fencing abutting all pathways and common open space lots to distinguish common from private areas in accord with UDC [11-3A-7A.7a](#).
 4. All irrigation ditches crossing this site shall be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#).
 5. With the final plat application, include a detail for the dog waste stations and sports courts that comply with the standards for such in UDC [11-3G-4C](#). *Dog waste stations are required to be*

installed in the ground fixtures with waste disposal bags and trash receptacles; and sports courts are required to have markings and include benches for seating.

6. A minimum of 2.25-acres of qualified open space shall be provided within the development in accord with the open space exhibit included in Section VIII.D.
7. Prior to the City Engineer's signature on the final plat, all existing structures shall be removed from the property.
8. Approval of the preliminary plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat. Upon written request and filing by the applicant prior to the termination of the period, the director may authorize a single extension of time to obtain the city engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of this title.
9. Staff's failure to cite all relevant UDC requirements does not relieve the Applicant from compliance.

B. PUBLIC WORKS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341430&dbid=0&repo=MeridianCity>

C. FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341460&dbid=0&repo=MeridianCity>

D. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=344176&dbid=0&repo=MeridianCity>

E. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=343172&dbid=0&repo=MeridianCity>

F. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341600&dbid=0&repo=MeridianCity>

G. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341434&dbid=0&repo=MeridianCity>

H. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=344162&dbid=0&repo=MeridianCity>

I. WEST ADA SCHOOL DISTRICT (WASD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=345969&dbid=0&repo=MeridianCity>

X. FINDINGS

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

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

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

The City Council finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family detached dwellings on the site at a gross density of 3.87 units per acre is generally consistent with the Comprehensive Plan per the analysis in Section V.

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

The City Council finds the proposed map amendment to R-8 and development generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.

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

The City Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed residential uses should be compatible with adjacent single-family residential homes/uses in the area.

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

The City Council finds City services are available to be provided to this development. Comments were ~~not~~ received from WASD on this application; ~~but~~ due to the fairly small number of lots proposed, the impact ~~should be~~ is minimal at an estimated 17+/- school aged children for the development.

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

The City Council finds the proposed annexation is in the best interest of the city.

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

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

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

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

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

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

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

The City Council finds the proposed right-of-way dedication for the expansion of N. Meridian Rd. is in conformance with the IFYWP to widen Meridian Rd. to 3-lanes from McMillan Rd. to SH-20/26 (Chinden Blvd.) is in conformance with scheduled public improvements in accord with the City's CIP.

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

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

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

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

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

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