

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Gilbert RE Holdings LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 28th day of February, 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 **Gilbert RE Holdings LLC**, whose address is 1065 Allante Place, Boise, Idaho, 83709, 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, hereinafter referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or rezoning of land; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for annexation and zoning of 1.002 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 annexation and zoning 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 19th day of December, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order ("Findings"), which have been incorporated into this Agreement and attached as Exhibit "B"; and

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

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Gilbert RE Holdings LLC**, whose address is 1065 S. Allante Place, Boise, Idaho 83709, hereinafter called OWNER/DEVELOPER, the party that owns said Property and shall include any subsequent owner(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 bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

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

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

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law, attached hereto as Exhibit “B,” and the provisions contained herein.
 - b. The existing home on Lot 1, Block 1 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.
 - c. As a result of the nonconformity to the existing home due to the off-street parking requirements in UDC 11-3C-6, the Applicant/Owner is required to apply for a Conditional Use Permit for any future expansions on the property.

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

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

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer’s heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer’s default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property

and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

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

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

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

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

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

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

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

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

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

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

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

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

OWNER/DEVELOPER:
Gilbert RE Holdings, LLC
1065 S. Allante Place
Boise, ID 83709

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]

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

Gilbert RE Holdings, LLC

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

Debra Knudson
Notary Public
My Commission Expires: _____
Residing At: Meridian, Idaho
Commission Expires: 04/06/2026

ATTEST:

Chris Johnson, City Clerk

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

Notary Public for Idaho
My Commission Expires:

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

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

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A



DAVID EVANS
AND ASSOCIATES INC.

ANNEXATION BOUNDARY DESCRIPTION

The following Describes a Parcel of Land lying in a portion of the NW 1/4 of Section 10, Township 3 North., Range 1 West., Boise Meridian, City of Meridian, Ada County Idaho being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 10 which is being Monumented with a found 5/8" Iron pin with "No Cap"; From which, the North 1/4 Corner of said Section 10 which is being Monumented with a found Brass Cap bears, South 89°15'31" East, 2645.04 feet; Thence along the Northerly Boundary Line of the NW 1/4 of said Section 10, South 89°15'31" East, 2195.88 feet to the **POINT OF BEGINNING:**

Thence continuing, South 89°15'34" East, 124.22 feet;

Thence leaving said Northerly Boundary Line, South 00°04'22" East, 386.74 feet to a found 5/8" Iron Pin "PLS 4116";

Thence, North 88°23'57" West, 130.98 feet to a found 5/8" Iron Pin "PLS 4116";

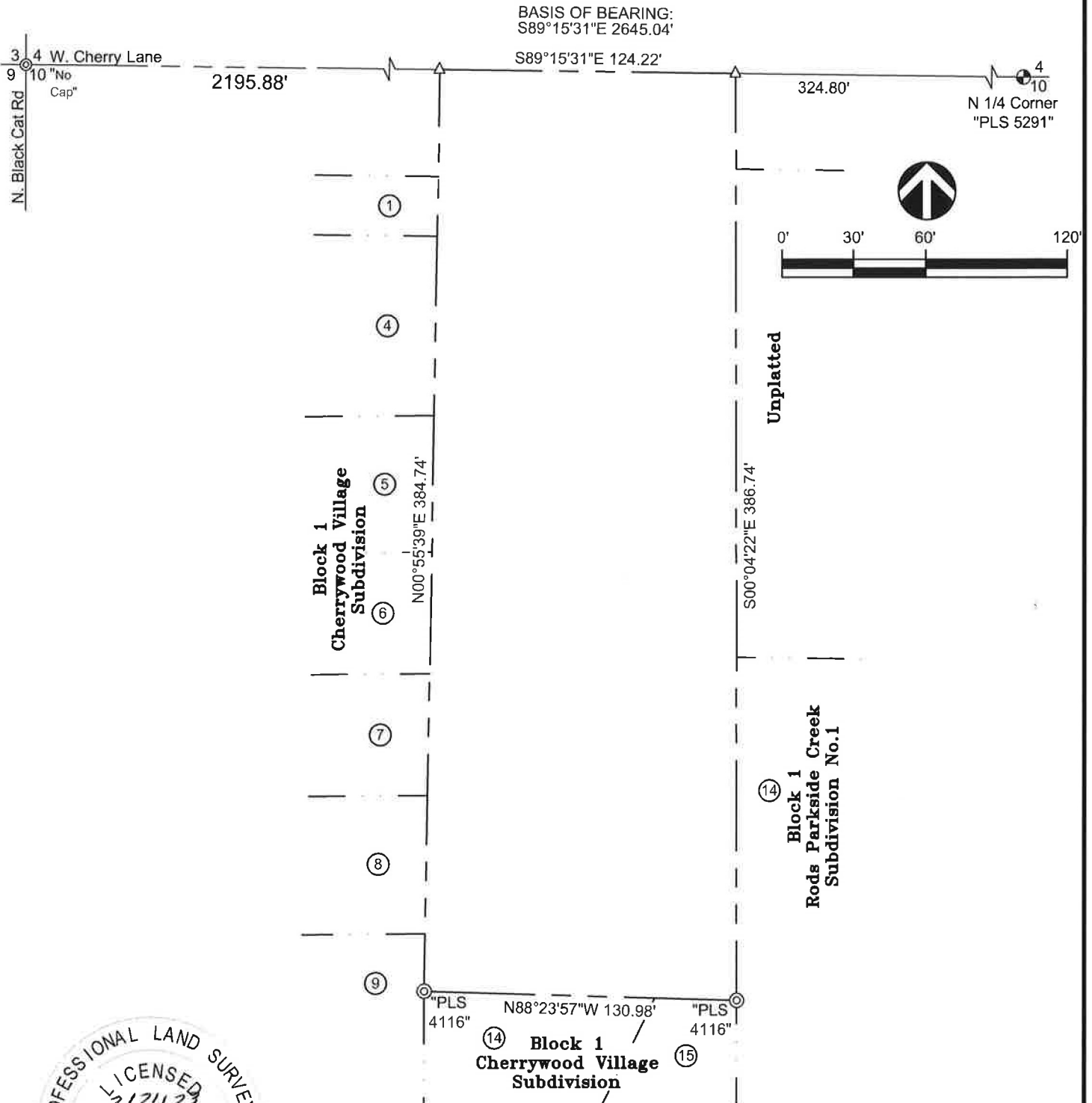
Thence, North 00°55'39" East, 384.74 feet to the **POINT OF BEGINNING:**

The above Described Parcel of Land contains 1.13 Acres (49,213 Sq. Ft.), more or less.



ANNEXATION EXHIBIT

A PORTION OF THE NW 1/4 OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST,
BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
2023

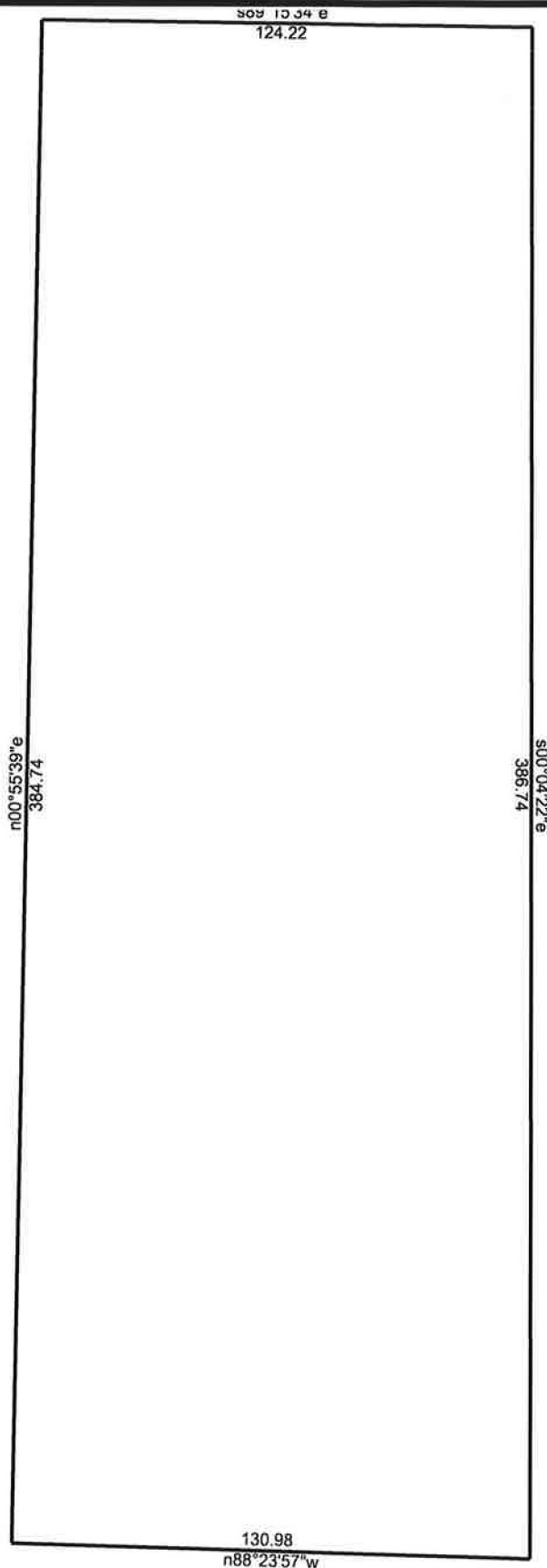


**DAVID EVANS
AND ASSOCIATES INC.**

9179 W. BLACK EAGLE DR.

Boise Idaho

Phone: 208-900-9049



CROWLEY PARK ANNEXATION DESCRIPTION

2/20/2023

Scale: 1 inch= 44 feet

File: Aneexation Boundary Description.ndp

Tract 1: 1.1298 Acres (49213 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/295714), Perimeter=1027 ft.

01 s89.1534e 124.22

02 s00.0422e 386.74

03 n88.2357w 130.98

04 n00.5539e 384.74

EXHIBIT B

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



In the Matter of the Request for Annexation of 1.002 acres of land with an R-8 zoning district, Preliminary Plat consisting of 4 residential building lots (including one existing home to remain) and 1 common lot for Crowley Park Subdivision, by Riley Planning Services, LLC.

Case No(s). H-2023-0053

For the City Council Hearing Date of: December 12, 2023 (Findings on December 19, 2023)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of December 12, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of December 12, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of December 12, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of December 12, 2023, incorporated by reference)

B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of December 12, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

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

1. The applicant's request for Annexation and Preliminary Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of December 12, 2023, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of December 12, 2023

By action of the City Council at its regular meeting held on the 19th day of December, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED _____

COUNCIL MEMBER JOHN OVERTON

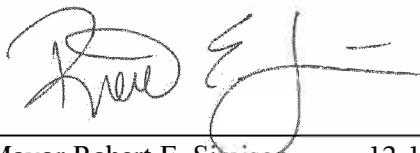
VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

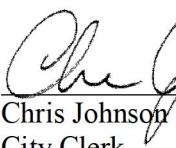
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 12-19-2023

Attest:



Chris Johnson 12-19-2023
City Clerk



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

By:  _____ Dated: 12-19-2023
City Clerk's Office

STAFF REPORT	
COMMUNITY DEVELOPMENT DEPARTMENT	

HEARING DATE: December 12, 2023

TO: Mayor & City Council

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

SUBJECT: Crowley Park Subdivision
[H-2023-0053](#)

LOCATION: 4135 W. Cherry Lane in the Northeast
1/4 of the Northwest 1/4 of Section 10,
Township 3N, Range 1W (Parcel
#S1210212465)



I. PROJECT DESCRIPTION

Annexation of 1.002 acres of land with an R-8 zoning district, Preliminary Plat consisting of 4 residential building lots (including one existing home to remain) and one (1) common lot for Crowley Park Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	1.002 acres	
Future Land Use Designation	Medium Density Residential (MDR)	
Existing Land Use	Single-family residential (SFR)/ag	
Proposed Land Use(s)	Single-Family attached residential	
Current Zoning	Single-Family residential zone (R1) in Ada County	
Proposed Zoning	R-8 (Medium Density Residential)	
Lots (# and type; bldg/common)	4 buildings (including 1 existing lot)/1 common	
Phasing plan (# of phases)	1	
Number of Residential Units (type of units)	4 single-family attached units and 1 existing home	
Density (gross & net)	3.99 units/acre (gross)	
Open Space (acres, total [%] / buffer / qualified)	0%, not required for developments under 5 acres	

Amenities	None	
Physical Features (waterways, hazards, flood plain, hillside)	None	

Neighborhood meeting date	8/3/2023	
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History (previous approvals)	None	
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B. Community Metrics

Description	Details	Page										
Ada County Highway District												
Staff report (yes/no)	Yes											
Requires ACHD Commission Action (yes/no)	No											
Existing Conditions	1. Right-of-Way – Cherry Lane a. Existing Conditions: Cherry Lane is improved with 5-travel lanes, on-street bike lanes, vertical curb, gutter, and 7-foot wide attached concrete sidewalk abutting the site. There is 90-feet of right-of-way for Cherry Lane (45-feet from centerline).											
CIP/IFYWP	C. Traffic Information Trip Generation This development is estimated to generate 29 additional vehicle trips per day (10 existing); and 2 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition. Condition of Area Roadways: Traffic Count is based on Vehicles per hour (VPH) <table><tr><th>Roadway</th><th>Frontage</th><th>Functional Classification</th><th>PM Peak Hour Traffic Count</th><th>PM Peak Hour Level of Service</th></tr><tr><td>Cherry Lane</td><td>126 -feet</td><td>Principal Arterial</td><td>704</td><td>Better Than "E"</td></tr></table> * Acceptable level of service for a five-lane principal arterial is "E" (1,780 VPH). Average Daily Traffic Count (VDT): Average daily traffic counts are based on ACHD's most current traffic counts. The average daily traffic count for Cherry Lane west of Ten Mile Road was 14,642 on March 20, 2019.	Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Cherry Lane	126 -feet	Principal Arterial	704	Better Than "E"	
Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service								
Cherry Lane	126 -feet	Principal Arterial	704	Better Than "E"								

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

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

• Distance to Sewer Services	Directly adjacent
• Sewer Shed	North Black Cat
• Estimated Project Sewer ERU's	See application
• WRRF Declining Balance	
• Project Consistent with WW Master Plan/Facility Plan	Yes
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section B.
Water	
• Distance to Services	Water available at site.
• Pressure Zone	2
• Estimated Project Water ERU's	See application
• Water Quality Concerns	None
• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	See Public Works' Site-Specific Conditions in Section B.

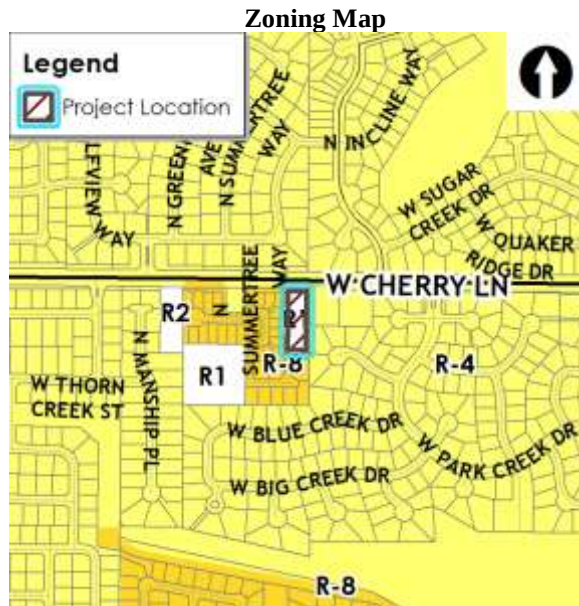
C. Project Maps

Future Land Use Map



Aerial Map





III. APPLICANT INFORMATION

A. Applicant:

Penelope Riley, Riley Planning Services LLC – P.O. Box 405, Boise, ID 83701

B. Owner:

Luke Gilbert, Gilbert RE Holdings, LLC – 1065 S. Allante Place, Boise, ID 83709

C. Representative:

Same as Applicant

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	10/31/2023	11/21/2023
Radius notification mailed to property owners within 500 feet	10/27/2023	11/23/2023
Public hearing notice sign posted on site	11/6/2023	11/30/2023
Nextdoor posting	10/27/2023	11/21/2023

V. COMPREHENSIVE PLAN ANALYSIS

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

The subject 1.002-acre property currently contains an existing home and is an enclave surrounded by existing single-family residential homes. The subject site abuts an R-8 development to the west and south, Cherrywood Village Subdivision; to the east is an R-4 development, Rods Parkside Creek Subdivision; and to the north are two R-4 developments, Golf View Estates Subdivision and Cherry Lane Village Subdivision. The subject property is designated as Medium Density Residential on the future land use map consistent with the approved development to the west. The Applicant proposes a 4-lot subdivision for single-family residential detached homes and one existing single-family detached home at a gross density of 3.99 units per acre, which is within the desired density range of the MDR designation.

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

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

The proposed single-family detached dwellings and one existing single-family detached dwelling with a mix of lot sizes will contribute to the variety of housing options in this area and within the City as desired. Existing single-family attached and detached dwellings are in the Medium-Density Residential development to the west and south and existing Medium Low-Density Residential developments consisting of detached dwellings are located within the surrounding area.

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

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

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

This area consists primarily of single-family detached homes with some single-family attached homes located to the west; only single-family detached homes and one existing single-family detached home are proposed within this development. The proposed development offers lot sizes ranging from 5,148 to 9,210 square feet (s.f.) with the existing home on a 9,524 s.f. lot.

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

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

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

The proposed site design provides maximum use of the land with the proposed residential dwelling types and should be compatible with the existing developments on adjacent properties that are also designated for MDR uses.

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

development.” (2.02.02C)

The proposed development will not likely impact the existing abutting developments to the east, west, and south.

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

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

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

A 7-foot-wide existing pedestrian sidewalk connection is located along W. Cherry Lane. The existing sidewalk provides a link between all subdivisions east and west of this site.

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

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

- “Eliminate existing private treatment and septic systems on properties annexed into the City and instead connect users to the City wastewater system; discourage the prolonged use of private treatment septic systems for enclave properties.”

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

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

Development of the subject infill parcel will maximize public services.

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

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 1.002 acres of land with an R-8 zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 3 single-family residential detached dwelling units, 1 existing single-family detached dwelling unit, and 1 common lot at a gross density of 3.99 units per acre (see Sections VIII.C, E). The proposed use and density of the development are consistent with the MDR FLUM designation.

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

There is an existing home on approximately a quarter of an acre adjacent to W. Cherry Lane. The property owner intends to annex and connect to City utilities with this development.

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

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

B. PRELIMINARY PLAT (PP):

The proposed preliminary plat consists of 4 building lots and 1 common lot on 1.002-acre property in the proposed R-8 zoning district. Proposed lots range in size from 5,148 to 9,524 square feet (s.f.) (or 0.12 to 0.22 acres). The proposed gross density of the subdivision is 3.99 units per acre. The subdivision is proposed to develop in one phase as shown in Section VIII.B.

Existing Structures/Site Improvements: An existing home on the property is proposed to remain on Lot 2, Block 1. The outbuildings located on Lots 1 and 3, Block 1 should be removed with development of this property. **Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the district are required to be removed.**

Dimensional Standards (UDC 11-2): The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. **The proposed plat appears to comply with the dimensional standards of the district, except for the front porch on the existing home which encroaches more than two feet into the required setback (see landscape buffers below for analysis).** Per UDC 11-2A-3B.3, lots taking access from a common drive do not require street frontage.

Access: Access is proposed from W. Cherry Lane from a common driveway on Lot 1, Block 1. Direct lot access from W. Cherry Lane for Lot 2, Block 1 is prohibited. The interior Lots 3, 4, 5, Block 1 are proposed to take access via a common drive to W. Cherry Lane, meeting the street access requirements of UDC 11-3A-3A.

Common Driveways (UDC 11-6C-3D): Common driveways shall serve a maximum of four (4) dwelling units. In no case shall more than three (3) dwelling units be located on one (1) side of the driveway. The Applicant is proposing four (4) dwelling units take access off the main common driveway, all four (4) dwelling units are also located on one (1) side of the driveway. However, three (3) dwelling units are taking access via a side common drive that connects to the main common drive. **The Director has determined that the proposed orientation of the dwelling units off the side common drive meets the intent of the UDC code.**

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. The Applicant has provided an additional three (3) parking stalls at the end of the common drive on the southeast side of the site for overflow parking. The existing home does not meet the required number of off-street parking spaces per [UDC Table 11-3C-6](#) for a three (3) bedroom home; four (4) parking spaces are required, at least 2 in an enclosed garage, other spaces may be enclosed or a minimum 10-foot by 20-foot parking pad. The existing home does not have an enclosed two-car garage; however, the required number of parking spaces is provided via an existing carport and driveway.

The carport shares a roofline with the existing home and is currently accessed from the west; access to the carport will change to the south upon approval and completion of the subdivision site improvements once the entry point to the carport is shifted to the south and the common

drive is constructed. The Applicant is also proposing to add a fence to provide additional screening of the carport from W. Cherry Lane. The existing home is recognized as non-conforming due to the off-street parking requirements in UDC 11-3C-6. Per [UDC 11-1B-4](#), no existing structure containing a nonconforming use may be enlarged, extended, constructed, reconstructed, moved, or structurally altered except through the approval of a conditional use permit. As a result of the non-conformity, the Applicant is required to apply for a Conditional Use Permit for any future expansions on the property.



Landscaping (UDC [11-3B](#)): A twenty-five foot landscape buffer is required along W. Cherry Lane in accord with UDC 11-3B-7. The landscape plan submitted depicts a 20-foot landscape buffer along W. Cherry Lane that includes four (4) existing trees. *The Applicant has proposed a water-conserving design aimed to reduce the required landscape buffer to 20-feet in width. However, the proposed design lacks features like boulders, rocks, and/or permeable hardscape materials such as pavers and flagstones, and water conserving grasses. The design should incorporate plants and trees that thrive in climates with approximately ten (1) to twelve (12) inches of annual rainfall. Staff recommends that the Applicant revise the landscape plan to comply with the requirements for a water-conserving design in accordance with [UDC 11-3B-5.2.O](#).*

Sidewalks (11-3A-17): Cherry Lane is improved with an existing 7-foot wide attached concrete sidewalk abutting the site in accord with UDC standards. Staff is not recommending that this sidewalk be replaced with and 7-foot detached sidewalk.

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

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

Fencing (UDC [11-3A-6](#), [11-3A-7](#)): All fencing is required to comply with the standards listed in UDC 11-3A-7. **The Applicant is proposing fencing in front of the carport for screening provided there is not a conflict with the proposed layout of the fire hydrant service line. A detail of the fencing should be provided with the final plat.**

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. **Given that the property possesses irrigation rights and access, surface water rights should be used as the primary**

source over the groundwater well in accordance with the regulations of Settlers Irrigation District. Settlers Irrigation District does not permit the exclusion of water rights to the subject parcel.

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

Building Elevations: Three (3) conceptual building elevations were submitted that demonstrate what future homes in this development will look like (see Section VIII.E). Variations of one-story homes with a three-car garage are proposed. **The submitted elevations depict a number of different architectural and design styles with field materials of lap siding, differing color accents, roof profiles, and stone.**

VII. DECISION

A. Staff:

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

B. The Meridian Planning & Zoning Commission heard these items on November 16, 2023. At the public hearing, the Commission moved to recommend approval of the subject Annexation and Preliminary Plat requests.

1. Summary of Commission public hearing:
 - a. In favor: Penelope Constantikes, Riley Planning Services, LLC; Luke Gilbert, property owner
 - b. In opposition: None
 - c. Commenting: Bill Canfield, Judy Cartwright, Esther Burgoyne
 - d. Written testimony: None
 - e. Staff presenting application: Stacy Hersh, Associate Planner
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. Concerns with the existing fencing deteriorating and falling down with development.
 - b. Concerns were raised about an existing tree due to its branches and roots extending both under and over the existing fence
3. Key issue(s) of discussion by Commission:
 - a. None
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 December 12, 2023. At the public hearing, the Council moved to approve the subject Annexation and Preliminary requests.

1. Summary of the City Council public hearing:
 - a. In favor: Penelope Constantikes, Riley Planning Services, LLC; Luke Gilbert, property owner
 - b. In Opposition: None
 - c. Commenting: None

- d. Written testimony: None
 - e. Staff presenting application: Stacy Hersh, Associate Planner
 - f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. None
- 4. City Council change(s) to Commission recommendation:
 - a. None

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



DAVID EVANS
AND ASSOCIATES INC.

ANNEXATION BOUNDARY DESCRIPTION

The following Describes a Parcel of Land lying in a portion of the NW 1/4 of Section 10, Township 3 North., Range 1 West., Boise Meridian, City of Meridian, Ada County Idaho being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 10 which is being Monumented with a found 5/8" Iron pin with "No Cap"; From which, the North 1/4 Corner of said Section 10 which is being Monumented with a found Brass Cap bears, South 89°15'31" East, 2645.04 feet; Thence along the Northerly Boundary Line of the NW 1/4 of said Section 10, South 89°15'31" East, 2195.88 feet to the **POINT OF BEGINNING**:

Thence continuing, South 89°15'34" East, 124.22 feet;

Thence leaving said Northerly Boundary Line, South 00°04'22" East, 386.74 feet to a found 5/8" Iron Pin "PLS 4116";

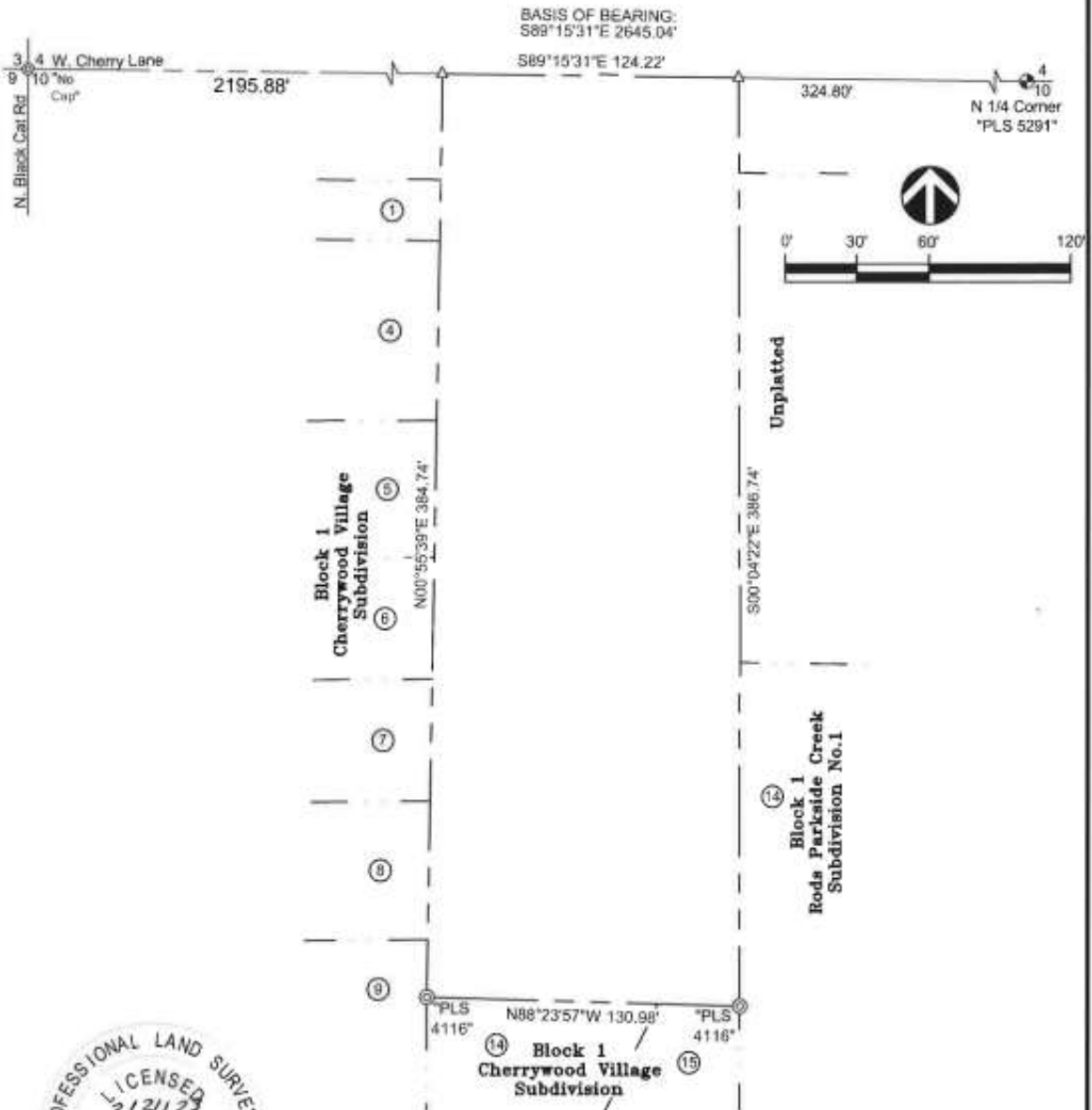
Thence, North 88°23'57" West, 130.98 feet to a found 5/8" Iron Pin "PLS 4116";

Thence, North 00°55'39" East, 384.74 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 1.13 Acres (49,213 Sq. Ft.), more or less.



A PORTION OF THE NW 1/4 OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST,
BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
2023



**DAVID EVANS
AND ASSOCIATES INC.**
9179 W. BLACK EAGLE DR.
Boise Idaho
Phone: 208-900-9049

B. Preliminary Plat Legal Description and Exhibit Map



DAVID EVANS
AND ASSOCIATES, INC.

**ANNEXATION
BOUNDARY DESCRIPTION**

The following Describes a Parcel of Land lying in a portion of the NW 1/4 of Section 10, Township 3 North., Range 1 West., Boise Meridian, City of Meridian, Ada County Idaho being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 10 which is being Monumented with a found 5/8" Iron pin with "No Cap"; From which, the North 1/4 Corner of said Section 10 which is being Monumented with a found Brass Cap bears, South 89°15'31" East, 2645.04 feet; Thence along the Northerly Boundary Line of the NW 1/4 of said Section 10, South 89°15'31" East, 2195.88 feet to the **POINT OF BEGINNING**:

Thence continuing, South 89°15'34" East, 124.22 feet;

Thence leaving said Northerly Boundary Line, South 00°04'22" East, 386.74 feet to a found 5/8" Iron Pin "PLS 4116";

Thence, North 88°23'57" West, 130.98 feet to a found 5/8" Iron Pin "PLS 4116";

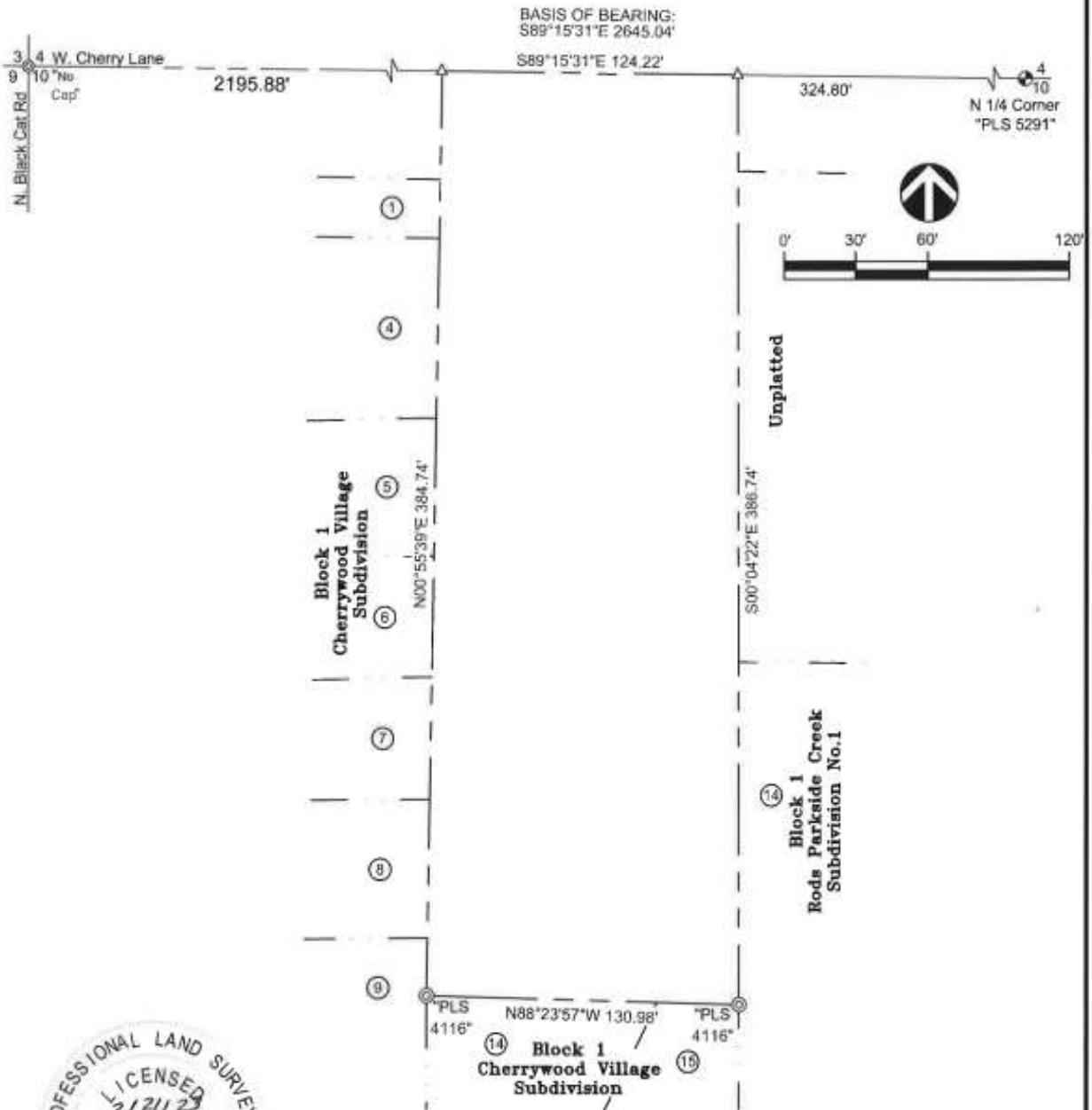
Thence, North 00°55'39" East, 384.74 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 1.13 Acres (49,213 Sq. Ft.), more or less.



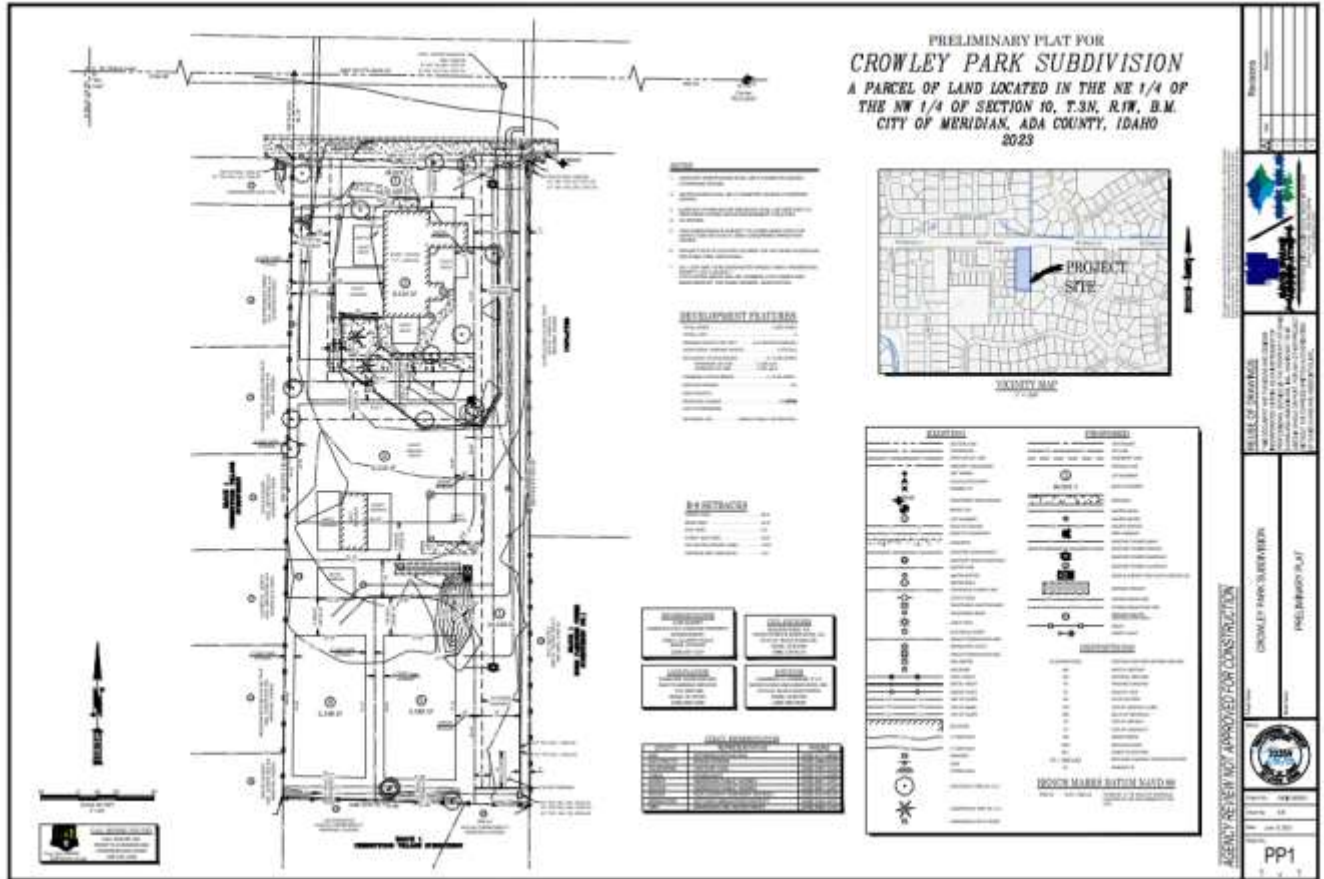
ANNEXATION EXHIBIT

A PORTION OF THE NW 1/4 OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST,
BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
2023

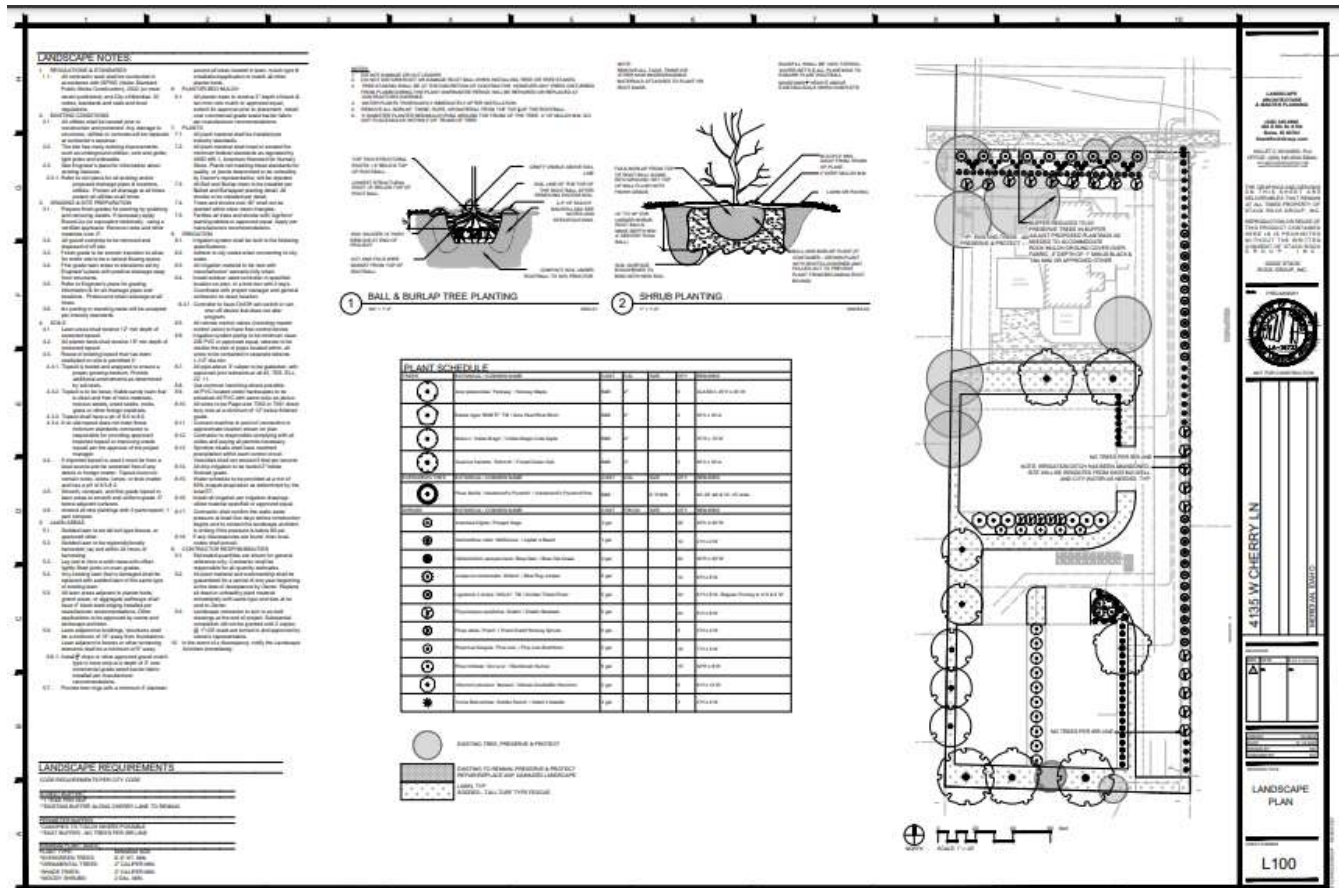


**DAVID EVANS
AND ASSOCIATES INC.**
9179 W. BLACK EAGLE DR.
Boise Idaho
Phone: 208-900-9049

C. Preliminary Plat (dated: 6/15/23)



D. Landscape Plan (dated: 9/15/23)



E. Conceptual Building Elevations





F. Existing Home







X. 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.

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

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. The existing home on Lot 1, Block 1 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
 - c. As a result of the non-conformity to the existing home due to the off-street parking requirements in UDC 11-3C-6, the Applicant/Owner is required to apply for a Conditional Use Permit for any future expansions on the property.
2. The final plat prepared by Rock Solid Civil on June 15, 2023 is approved as submitted.
 3. The landscape plan submitted with the final plat shall include the following revisions:
 - a. Revise the landscape plan to depict a variety of landscape features like boulders, rocks, and/or permeable hardscape materials such as pavers and flagstones, and water conserving grasses to comply with the requirements for a water-conserving design in accordance with [UDC 11-3B-5.2.O](#). The design shall incorporate plants and trees that thrive in climates with approximately ten (1) to twelve (12) inches of annual rainfall.
 - b. Depict a fencing detail for all new fencing proposed for the subject site.
 - c. Mitigation shall be required for all existing trees four-inch caliper or greater that are removed from the site with equal replacement of the total calipers lost on site up to an amount of one hundred (100) percent replacement per UDC 11-3B-10C.5.
 4. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.
 5. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-8 zoning district shall be removed.
 6. 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, except for the existing residence on Lot 1, Block 1.
 7. The Applicant shall comply with all ACHD conditions of approval.
 8. Direct lot access from W. Cherry Lane is prohibited.
 10. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.

12. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

B. PUBLIC WORKS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309527&dbid=0&repo=MeridianCity>

C. FIRE DEPARTMENT

No comments at this time.

D. POLICE DEPARTMENT

No comments at this time.

E. PARK'S DEPARTMENT

No comments at this time.

F. SETTLERS IRRIGATION DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310450&dbid=0&repo=MeridianCity&cr=1>

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310529&dbid=0&repo=MeridianCity>

G. ADA COUNTY DEVELOPMENT SERVICES (ACDS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310572&dbid=0&repo=MeridianCity>

H. WEST ADA SCHOOL DISTRICT (WASD)

No comments were received from WASD.

I. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309946&dbid=0&repo=MeridianCity>

J. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=309599&dbid=0&repo=MeridianCity>

K. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=310013&dbid=0&repo=MeridianCity>

XI. 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;

Commission finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family attached dwellings on the site at a gross density of 3.99 units per acre is consistent with

the density desired in the MDR designation for this property; the preliminary plat and site design is consistent with the Comprehensive Plan, if all conditions of approval are met.

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

Commission 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;

Commission 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

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

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

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

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

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

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

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

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

Commission 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;

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

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

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