

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **Nicholas Gifford, Owner**
 3. **Quantum LTD., Inc., Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Nicholas Gifford**, whose address is 1235 E. McMillan Road, Meridian, ID, 83642, hereinafter called OWNER, and **Quantum LTD., Inc.**, whose address is 1110 N. Five Mile Road, Boise, Idaho 83713, hereinafter called 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 and/or Developer has submitted an application for annexation and zoning of 5.09 acres of land with a request for the R-4 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 and/or 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 9th day of November, 2022, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owner and/or Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner and/or 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 and/or Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER:** means and refers to **Nicholas Gifford**, whose address is 1235 E. McMillan Road, Meridian, ID, 83642, hereinafter called OWNER, the party that owns said Property and shall include any subsequent owner(s) of the Property.
- 3.3 **DEVELOPER:** means and refers to **Quantum LTD., Inc.**, whose address is 1110 N. Five Mile Road, Boise, Idaho 83713, hereinafter called DEVELOPER, the party that is developing said Property and shall include any subsequent developer(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

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

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

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

a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan and conceptual building elevations included in Section VIII and the provisions contained herein.

b. The existing home proposed to remain on Lot 6, Block 4 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.

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 and/or Developer, or Owner and/or 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 and/or Developer’s default of this agreement, Owner and/or 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 and/or 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 rezone 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 and/or 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 and/or 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 and/or 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 and/or Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

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

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

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

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner and/or 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: Nicholas Gifford 1235 E. McMillan Road Meridian, Idaho 83642	DEVELOPER: Quantum LTD., Inc. 1110 N. Five Mile Road Boise, Idaho 83713
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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 and/or Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

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

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

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

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

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

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

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

ACKNOWLEDGMENTS

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

OWNER:

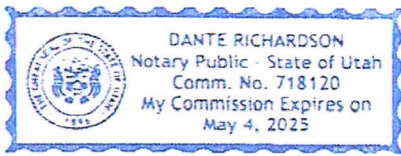
[Handwritten Signature]

Nicholas Gifford

STATE OF ~~IDAHO~~ ^{UTAH})
County of ~~Ada~~ ^{Cache}) ss:

On this 14 day of February ~~2022~~ ²⁰²³, before me, the undersigned, a Notary Public in and for said State, personally appeared Nicholas Gifford, known or identified to me to be 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.



[Handwritten Signature]

Notary Public
My Commission Expires: May 4, 2023

DEVELOPER:
Quantum LTD., Inc.

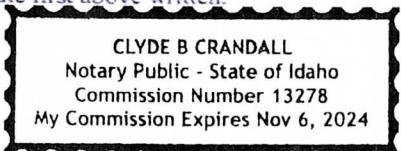
[Handwritten Signature]

By: Marty Camberlango
Its:

STATE OF IDAHO)
County of Ada) ss:

On this 6 day of March ~~2022~~ ²⁰²³, before me, the undersigned, a Notary Public in and for said State, personally appeared Marty Camberlango, known or identified to me to be the President of Quantum LTD., Inc., and the person who signed above and acknowledged to me that he executed the same on behalf of said Company.

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



[Handwritten Signature]

Notary Public
My Commission Expires: 11-6-2024

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this ____ day of _____, 2022, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public
My Commission expires: _____

EXHIBIT A



Client: Marty Camberlango
Date: June 24, 2022
Job No.: 1422

ANNEXATION DESCRIPTION

A parcel of land being a portion of Lot 5 of Crestwood Subdivision No. 1 and located in the NE 1/4 NE 1/4 of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a found Zinc Cap monument stamped "PLS 7043" marking the NE Corner of said NE 1/4 NE 1/4, (Section corner common to Sections 29, 30, 31, and 32), said corner bears S. 89°46'04" E., a distance of 2632.39 feet from a found Aluminum Cap marking the N 1/4 of said Section 31;

Thence along the Northern Boundary line of said NE 1/4 NE 1/4 also being the Centerline of E. McMillan Road, N. 89°46'04" W., a distance of 936.52 feet to the *POINT OF BEGINNING*;

Thence leaving said Northern Boundary, S. 00°13'35" W., a distance of 33.00 to a point on the Southern Right-of-Way of said E. McMillan Road;

Thence along a line that is 6.00 feet West of and parallel with the Easterly boundary of said Lot 5, S. 00°34'25" W., a distance of 629.45 feet to a point on the Northern Boundary of Havasu Creek Subdivision No. 1, Book 66, Page 9737;

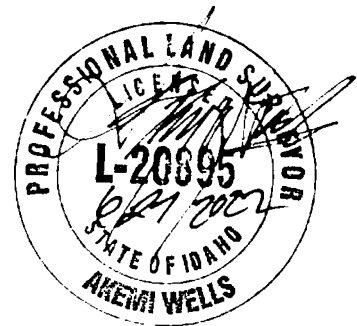
Thence along said Northern Boundary of Havasu Creek No. 1, and the Northern Boundary of Havasu Creek Subdivision No. 2, Book 87, Page 9875, N. 89°56'32" W., a distance of 334.40 feet to a found 5/8 inch iron pin stamped "PLS 4116";

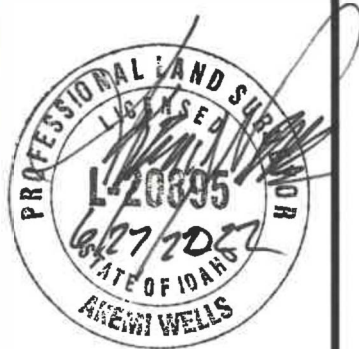
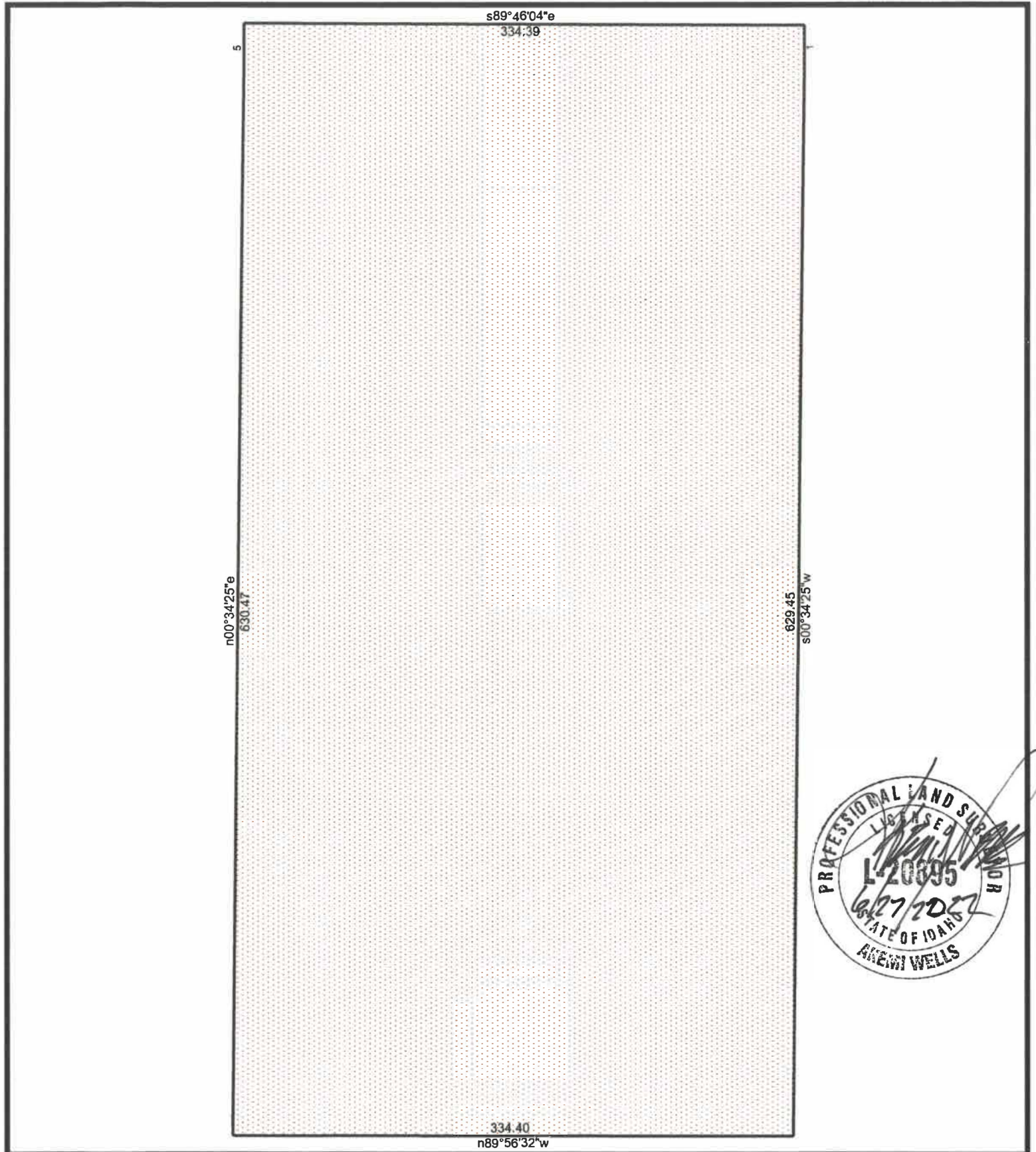
Thence leaving said Northern Boundary of Havasu Creek Subdivisions No. 1 and 2 along the Westerly Boundary of said Lot 5, N. 00°34'25" E., a distance of 630.47 feet to a point on said Southern Right-of-Way of E. McMillan Road marked by a found bent 1/2 inch iron pin without a cap;

Thence N. 00°13'56" E., a distance of 33.00 to a point on said Northern Boundary line of said NE 1/4 NE 1/4 of Section 31;

Thence along said Northern Boundary line, S. 89°46'04" E., a distance of 334.39 feet the *POINT OF BEGINNING*.

This parcel contains 5.09 acres (221,685 square feet) more or less.





1422-Matador Annexation

6/24/2022

Scale: 1 inch= 76 feet

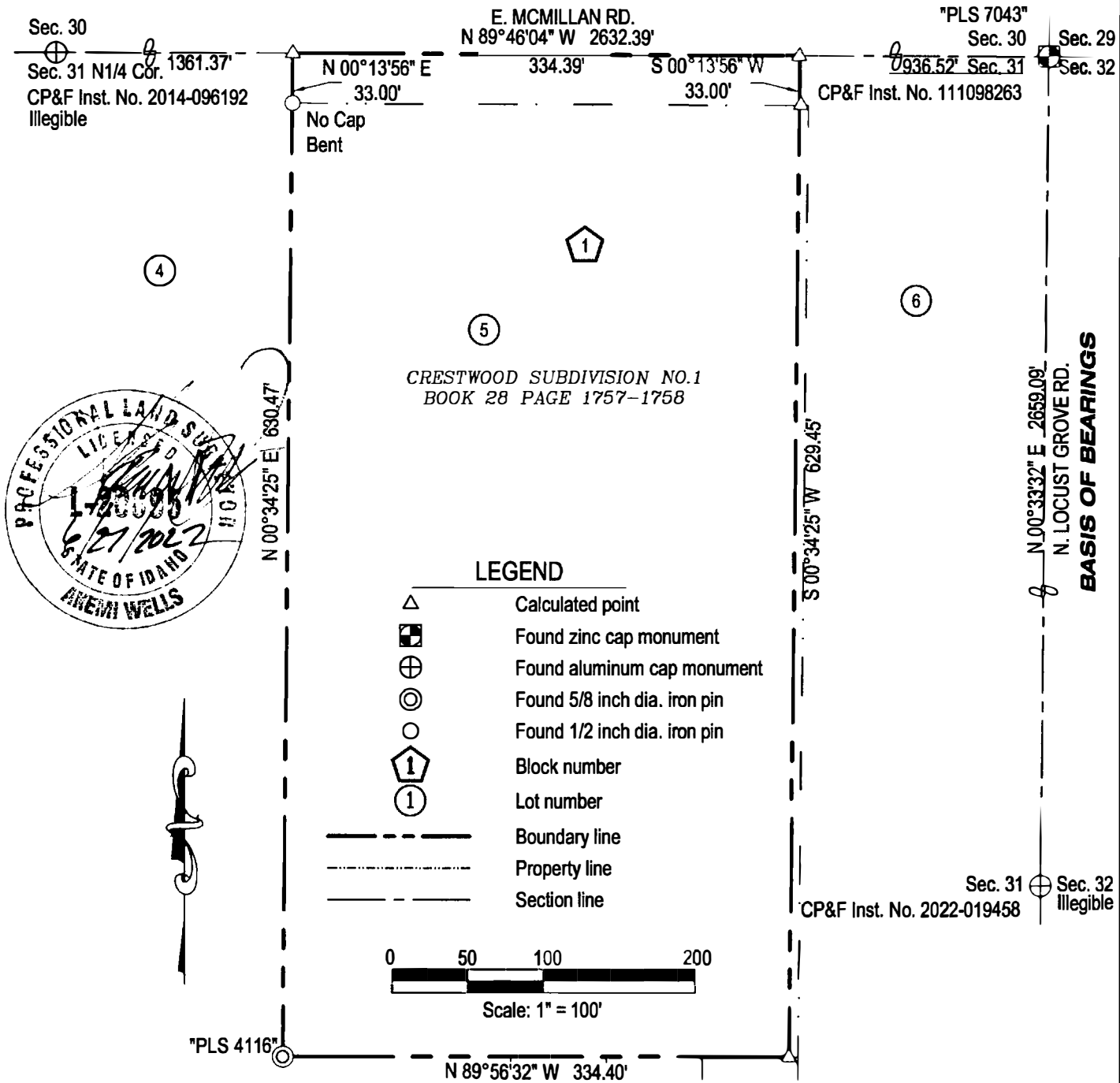
File: 1422-Matador Annexation Closure-06242022.ndp

Tract 1: 5.0892 Acres (221685 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/947071), Perimeter=1995 ft.

- 01 s00.1335w 33.00
- 02 s00.3425w 629.45
- 03 n89.5632w 334.40
- 04 n00.3425e 630.47
- 05 n00.1356e 33.00
- 06 s89.4604e 334.39

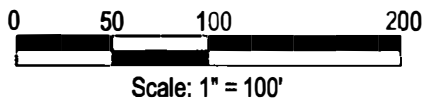
ANNEXATION EXHIBIT

BEING IN LOT 5, BLOCK 1, CRESTWOOD SUBDIVISION NO. 1,
 LOCATED IN THE NE1/4 NE1/4 OF SECTION 31,
 T. 4 N., R. 1 E., B.M., ADA COUNTY, IDAHO



LEGEND

- Calculated point
- Found zinc cap monument
- Found aluminum cap monument
- Found 5/8 inch dia. iron pin
- Found 1/2 inch dia. iron pin
- Block number
- Lot number
- Boundary line
- Property line
- Section line



HAVASU CREEK SUBDIVISION NO. 2 : HAVASU CREEK SUBDIVISION NO. 1
 BOOK 87 PAGE 9875 | BOOK 86 PAGE 9737

COMPASS LAND SURVEYING, PLLC

623 11th Avenue South Nampa, ID 83651
 Office: (208) 442-0115

EXHIBIT B

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



In the Matter of the Request for Annexation of 5.09-Acres of Land with an R-4 Zoning District; and Preliminary Plat Consisting of 14 Building Lots and Two (2) Common Lots on 4.84-Acres of Land for Matador Estates Subdivision, by Quantum LTD, Inc.

Case No(s). H-2022-0043

For the City Council Hearing Date of: October 25, 2022 (Findings on November 9, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of October 25, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of October 25, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of October 25, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of October 25, 2022, incorporated by reference)

B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of October 25, 2022, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

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

1. The applicant's request for annexation and zoning and preliminary plat is hereby approved with the requirement of a development agreement per the provisions in the Staff Report for the hearing date of October 25, 2022, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of 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 October 25, 2022

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

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

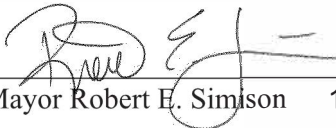
COUNCIL MEMBER JESSICA PERREAULT VOTED _____

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER TREG BERNT VOTED AYE

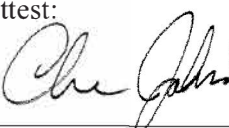
COUNCIL MEMBER LIZ STRADER VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)




Mayor Robert H. Simison 11-9-2022

Attest:



Chris Johnson 11-9-2022
City Clerk



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

By:  Dated: 11-9-2022
City Clerk's Office

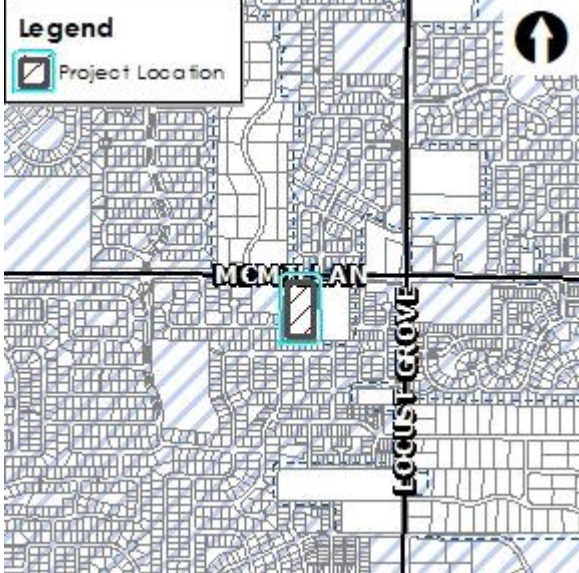
HEARING DATE: October 25, 2022

TO: Mayor & City Council

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

SUBJECT: Matador Estates
H-2022-0043

LOCATION: 1235 E. McMillan Rd., in the NE 1/4 of Section 31, T.4N., R.1E. (Parcel #R1608650122)



I. PROJECT DESCRIPTION

Annexation of 5.09 acres of land with an R-4 zoning district; and preliminary plat consisting of 14 building lots and two (2) common lots on 4.84 acres of land in the R-4 zoning district for Matador Estates Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	4.84 acres	
Future Land Use Designation	Low Density Residential (LDR)	
Existing Land Use	Single-family rural residential (SFR)	
Proposed Land Use(s)	SFR	
Current Zoning	Rural Urban Transition (RUT) in Ada County	
Proposed Zoning	R-4 (Medium Low-Density Residential)	
Lots (# and type; bldg/common)	<u>14 building/2 common</u>	
Phasing plan (# of phases)	NA (not proposed to be phased)	
Number of Residential Units (type of units)	14 single-family detached units	
Density (gross & net)	2.89 units/acre (gross)	
Open Space (acres, total [%] / buffer / qualified)	0.33 acre (or 7%)	

Amenities	Sitting area with a concrete or paver surface with benches	
Physical Features (waterways, hazards, flood plain, hillside)	NA	

Neighborhood meeting date	4/12/22	
History (previous approvals)	None (Lot 5, Crestwood Subdivision No. 1; property boundary adjustment – ROS #12793 in Ada County)	

B. Community Metric

Description	Details	Page
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"> Existing Conditions 	There is one (1) existing stub street (E. Territory St.) to this property at the project's west boundary.	
<ul style="list-style-type: none"> CIP/IFYWP 	<p>Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):</p> <ul style="list-style-type: none"> The North Meridian Community improvement project, is scheduled in the IFYWP, construction enhanced pedestrian facilities on the north side of McMillan Road, on McMillan Road from Red Horse Way to Locust Grove Road, construction in 2026. Bike Signage Community improvement project, is scheduled in the IFYWP, establishing bike way corridors, per the Bike Master Plan, including wayfinding and bike signage on Red Horse Way, crossing McMillan Road from Fairview Avenue to Joshua Tree Drive, construction in 2026. McMillan Road is listed in the CIP to be widened to 3-lanes from Meridian Road to Locust Grove Road between 2031 and 2035. Locust Grove Road is listed in the CIP to be widened to 3-lanes from Ustick Road to McMillan Road between 2036 and 2040. Locust Grove Road is listed in the CIP to be widened to 3-lanes from McMillan Road to Chinden Boulevard (SH20/26) between 2036 and 2040. 	

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Existing access is provided via two (2) driveways from E. McMillan Rd., an arterial street. Proposed access is via the extension of an existing stub street (E. Territory St.) at the west boundary of the site; the existing driveways will be closed with redevelopment of the site.	
Proposed Road Improvements	ACHD is requiring McMillan Rd. to be widened to 17' from centerline, with a 3' wide gravel shoulder abutting the site. E. Territory St. is required to be extended into the site & Matador Ct. constructed as a 33' wide local street section with curb, gutter, a detached 5' wide sidewalk and a landscape strip.	
Fire Service	<i>No comments received.</i>	
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 	Directly adjacent	

<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"> • Flow is committed • See Public Works Site Specific Conditions
Water	
<ul style="list-style-type: none"> • Distance to Services 	Directly adjacent
<ul style="list-style-type: none"> • Pressure Zone 	
<ul style="list-style-type: none"> • Estimated Project Water ERU's 	See application
<ul style="list-style-type: none"> • Water Quality Concerns 	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

C. Project Maps

Future Land Use Map



Zoning Map

Aerial Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant:

Marty Camberlango, Quantum LTD., Inc. – 1110 N. Five Mile Rd., Boise, ID 83713

B. Owner:

Nicholas Gifford – 1235 E. McMillan Rd., Meridian, ID 83642

C. Representative:

Marty Camberlango, Quantum LTD., Inc. – 1110 N. Five Mile Rd., Boise, ID 83713

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	8/31/2022	10/9/2022
Radius notification mailed to property owners within 300 feet	8/25/2022	10/6/2022
Public hearing notice sign posted on site	9/4/2022	10/13/2022
Nextdoor posting	8/25/2022	10/5/2022

V. COMPREHENSIVE PLAN ANALYSIS

LAND USE: This property is designated as Low Density Residential (LDR) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#). This designation allows for the development of single-family homes on large and estate lots at gross densities of three (3) dwelling units or less per acre.

The subject property is an enclave surrounded by City annexed land developed with single-family residential homes on land designated LDR and Medium Density Residential (MDR) on the FLUM. The Applicant

proposes a 14-lot subdivision for single-family residential detached homes at a gross density of 2.89 units per acre, which is within the desired density range of the LDR designation.

TRANSPORTATION: The Master Street Map (MSM) does not depict any collector streets across this property. Local streets are proposed internally for access to the proposed lots.

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 on larger lots than typical will contribute to the variety of single-family residential properties in the City.

- “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 variety in lot sizes between the LDR and MDR designated areas. The proposed development offers a variety of lot sizes from 8,132 to 11,219 square feet, not including the 32,231 square foot lot where the existing home is proposed to remain.

- “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 development incorporates lot sizes consistent with those to the west and south, which should be compatible with surrounding uses and densities.

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

The proposed single-family residential use should be compatible with other single-family residential uses abutting this site. The proposed site design should also be compatible with adjacent uses as lots are similar in size.

- “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 infill development shouldn’t negatively impact adjacent properties as the residential use and lot sizes are compatible.

- “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. The existing home that is proposed to remain on a lot in the proposed subdivision is required to connect to City water and sewer service.

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

There are no multi-use pathways designated on the Pathways Master Plan for this site, nor are any pathways stubbed to this property other than the sidewalk along E. Territory St. A micro-path connection is proposed from the internal sidewalk along Matador Ct. to the sidewalk along McMillan Rd.

- “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.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 5.09 acres of land with an R-4 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 property boundary adjustment application was tentatively approved by Ada County in 2021 to shift the common lot line between Lots 5 and 6, Crestwood Subdivision, 5-feet to the east. The Applicant should obtain final approval of this application prior to City Council approval of the proposed annexation.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided into 14 building lots for 13 new single-family residential detached dwelling units; the existing home is proposed to remain on Lot 6, Block 4 (see Sections VIII.B, D). The proposed use and density of the development is consistent with the LDR FLUM designation.

Single-family detached dwellings are listed as a principal permitted use in the R-4 zoning district per UDC [Table 11-2A-2](#). Future development is subject to the dimensional standards listed in UDC [Table 11-2A-5](#) for the R-4 zoning district.

This property, along with the property to the east, is an enclave surrounded by existing and future single-family residential detached homes to the north (Tustin), south (Havasau Creek) and west (Silver Springs). As noted above in Section V, development of infill properties is supported provided it doesn’t negatively impact the abutting, existing development. Because like uses (i.e. single-family detached residential) are proposed on similar size lots, the proposed development should be compatible with adjacent uses and shouldn’t negatively impact them.

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 14 building lots and 2 common lots on 4.84 acres of land in the proposed R-4 zoning district. Proposed lots range in size from 8,132 to 11,219 square feet (s.f.) with a 32,231 square feet lot where the existing home is proposed to remain. The subdivision is proposed to develop in one phase as shown on the preliminary plat in Section VIII.B.

Existing Structures/Site Improvements: There is an existing home and several outbuildings on the property that currently takes access via McMillan Rd. The existing home is proposed to remain on Lot 6, Block 4 and access will be taken internally from within the subdivision. **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 is required to comply with the dimensional standards listed in UDC [11-2A-3](#) and [Table 11-2A-5](#) for the R-4 zoning district. **The proposed plat appears to comply with the dimensional standards of the district, except for the street frontage of Lot 8, Block 4 which should be a minimum of 30 feet; the plans should be revised accordingly.**

Access: Access is proposed via internal local streets. E. Territory St. is proposed to be extended from the west to the east boundary for future extension to the east. The existing access via McMillan Rd. is required to be removed. The address for the existing home is required to change since access will no longer be provided from McMillan Rd.; the new address will be off Matador Ct.

Landscaping (UDC 11-3B): A 25-foot wide street buffer is required to be provided along E. McMillan Rd., an arterial street, per the standards listed in UDC [11-3B-7C](#). A 25-foot wide buffer with a berm is proposed along McMillan with 10 shade trees, shrubs and groundcover. **A detailed landscape plan should be submitted with the final plat that complies with the aforementioned standards; detail #5 on Sheet L-1 should include the proposed berm along E. McMillan Rd.; and the location of the edge of paving should be depicted on the plan.** 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 shall 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 per UDC [11-3B-7C.5a](#).

A total of six (6) trees are proposed to be removed from the site (and possibly another one) as depicted on the landscape plan. **Mitigation is required to be provided per the standards listed in UDC [11-3B-10C.5](#). The Applicant should coordinate with the City Arborist (Kyle Yorita kyorita@meridiancity.org) to determine mitigation requirements prior to removal of existing trees from the site.**

Landscaping is required along all pathways per the standards listed in UDC [11-3B-12C](#); **the landscape plan should be revised to include shrubs, along with the proposed trees and vegetative groundcover along the pathway on Lot 7, Block 4. A minimum of 5-feet should be provided outside of the easement area for trees; widen the lot if necessary to accomplish this.**

Common Open Space & Site Amenities (UDC 11-3G-3): Common open space and site amenities are required to be provided with development for properties of 5 acres or more in area per the standards listed in UDC [11-3G-3](#). **This site consists of 4.84 acres of land – the annexation boundary is 5.09 acres. Although not required by the UDC, Staff recommends as a provision of annexation in the DA that a minimum of 12% (or 0.58 acre) common open space is provided with development.** The landscape plan depicts 21,218.87 s.f. (or 0.49 acre) of common open space consisting of a 7,080 s.f. common area lot (Lot 2, Block 4), 2,840.74 s.f. of linear open space with a pathway (Lot 7, Block 4), and 50% of the street buffer along McMillan Rd. consisting of 4,178.13 s.f. **The plans should be revised to include an additional 0.09 acre of qualified common open space. If 8-foot wide parkways**

are proposed, they could count toward this requirement; parkways must comply with the standards listed in UDC [11-3A-17](#) and [11-3G-3B.4](#).

As a provision of annexation, Staff recommends a site amenity totaling a minimum of one (1) point is provided within the development. A sitting area with a concrete or paver surface with two (2) benches in Lot 7, Block 4. If a structure for shade and picnic tables are added to this area, it could qualify as a picnic area, which is two (2) points; or, the Applicant may choose another qualified amenity from UDC [Table 11-3G-4](#).

Pathways: The Pathways Master Plan does not depict a multi-use pathway on this site. A micro-path is proposed on Lot 7, Block 4 for access from the internal sidewalk to the sidewalk along McMillan Rd. The pathway should be constructed per the standards listed in UDC [11-3A-8](#).

Sidewalks ([11-3A-17](#)): A 5-foot wide detached sidewalk is required along McMillan Rd., an arterial street as proposed.

Waterways: No waterways of significant size cross this site.

Fencing: A 2.5-foot tall rock wall is proposed at the back edge of the street buffer along McMillan Rd. Fencing is not proposed.

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 6, Block 4 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.

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.

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 report](#) was submitted with this subdivision.

Building Elevations: Six (6) conceptual building elevation photos were submitted that demonstrate what future homes in this development will look like (see Section VIII.F). A mix of single-story (with and without bonus rooms) and 2-story homes are proposed with a mix of building materials, including stone veneer accents, and architectural elements.

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 September 15, 2022. 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: Marty Camberlango
- b. In opposition: None
- c. Commenting: Randy Spiwak, Parkins-Nourse #14 Lateral Association
- d. Written testimony: Neil Wilson

- e. Staff presenting application: Bill Parsons
- f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. Surface water delivery, design of the pressurized irrigation system, and plan approval from the lateral association.
- 3. Key issue(s) of discussion by Commission:
 - a. City's requirements to provide a pressurized irrigation system for the proposed subdivision.
- 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 October 25, 2022. 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: Marty Camberlango, Applicant
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. Appreciation that the design of the proposed development is compatible with adjacent residential uses.
- 4. City Council change(s) to Commission recommendation:
 - a. None

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



Client: Marty Camberlango
Date: June 24, 2022
Job No.: 1422

ANNEXATION DESCRIPTION

A parcel of land being a portion of Lot 5 of Crestwood Subdivision No. 1 and located in the NE 1/4 NE 1/4 of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a found Zinc Cap monument stamped "PLS 7043" marking the NE Corner of said NE 1/4 NE 1/4, (Section corner common to Sections 29, 30, 31, and 32), said corner bears S. 89°46'04" E., a distance of 2632.39 feet from a found Aluminum Cap marking the N 1/4 of said Section 31;

Thence along the Northern Boundary line of said NE 1/4 NE 1/4 also being the Centerline of E. McMillan Road, N. 89°46'04" W., a distance of 936.52 feet to the *POINT OF BEGINNING*;

Thence leaving said Northern Boundary, S. 00°13'35" W., a distance of 33.00 to a point on the Southern Right-of-Way of said E. McMillan Road;

Thence along a line that is 6.00 feet West of and parallel with the Easterly boundary of said Lot 5, S. 00°34'25" W., a distance of 629.45 feet to a point on the Northern Boundary of Havasu Creek Subdivision No. 1, Book 66, Page 9737;

Thence along said Northern Boundary of Havasu Creek No. 1, and the Northern Boundary of Havasu Creek Subdivision No. 2, Book 87, Page 9875, N. 89°56'32" W., a distance of 334.40 feet to a found 5/8 inch iron pin stamped "PLS 4116";

Thence leaving said Northern Boundary of Havasu Creek Subdivisions No. 1 and 2 along the Westerly Boundary of said Lot 5, N. 00°34'25" E., a distance of 630.47 feet to a point on said Southern Right-of-Way of E. McMillan Road marked by a found bent 1/2 inch iron pin without a cap;

Thence N. 00°13'56" E., a distance of 33.00 to a point on said Northern Boundary line of said NE 1/4 NE 1/4 of Section 31;

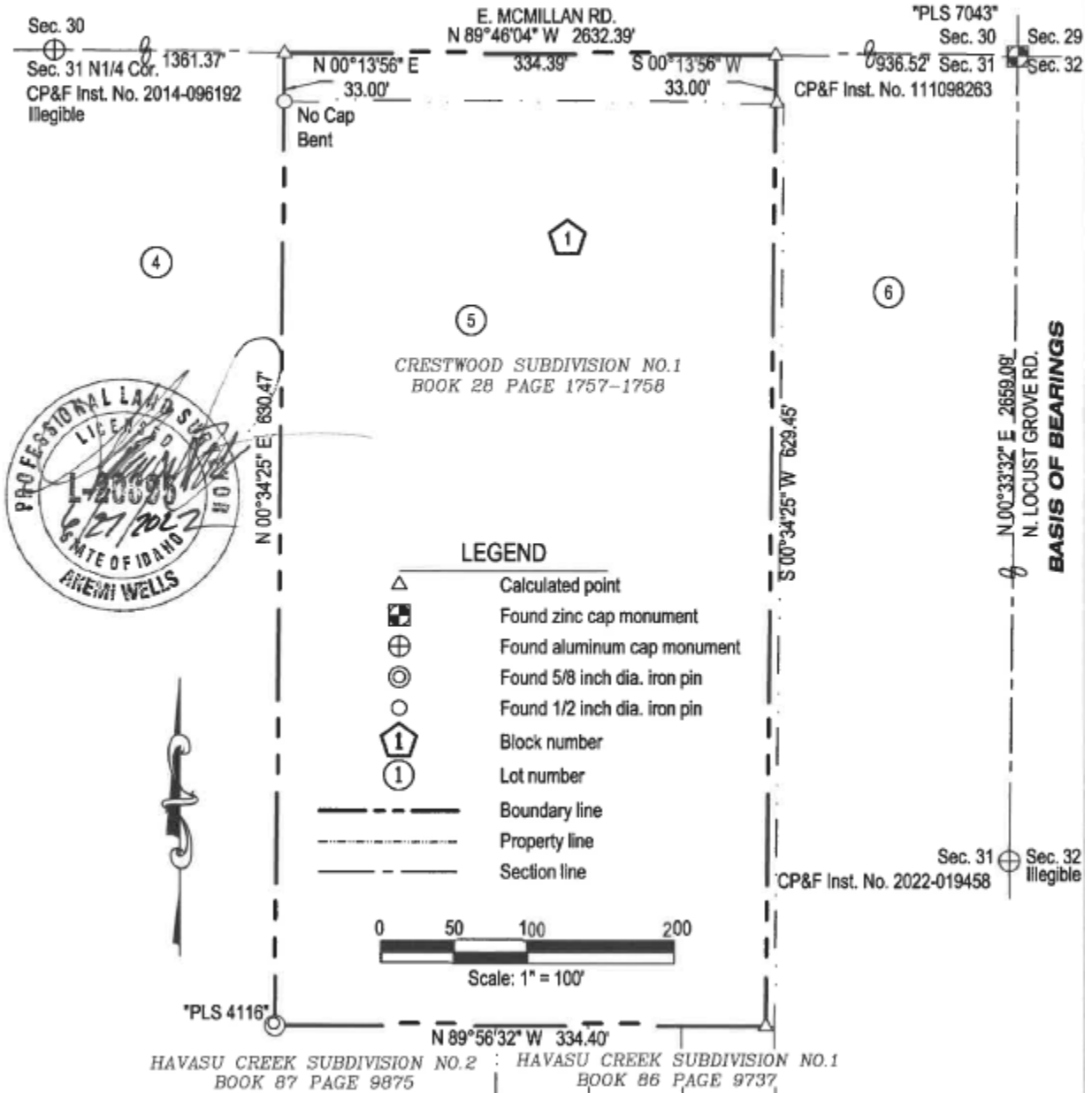
Thence along said Northern Boundary line, S. 89°46'04" E., a distance of 334.39 feet the *POINT OF BEGINNING*.

This parcel contains 5.09 acres (221,685 square feet) more or less.



ANNEXATION EXHIBIT

BEING IN LOT 5, BLOCK 1, CRESTWOOD SUBDIVISION NO. 1,
 LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 31,
 T. 4 N., R. 1 E., B.M., ADA COUNTY, IDAHO



LEGEND

- △ Calculated point
- Found zinc cap monument
- ⊕ Found aluminum cap monument
- ⊙ Found 5/8 inch dia. iron pin
- Found 1/2 inch dia. iron pin
- ① Block number
- ⑤ Lot number
- Boundary line
- - - Property line
- Section line

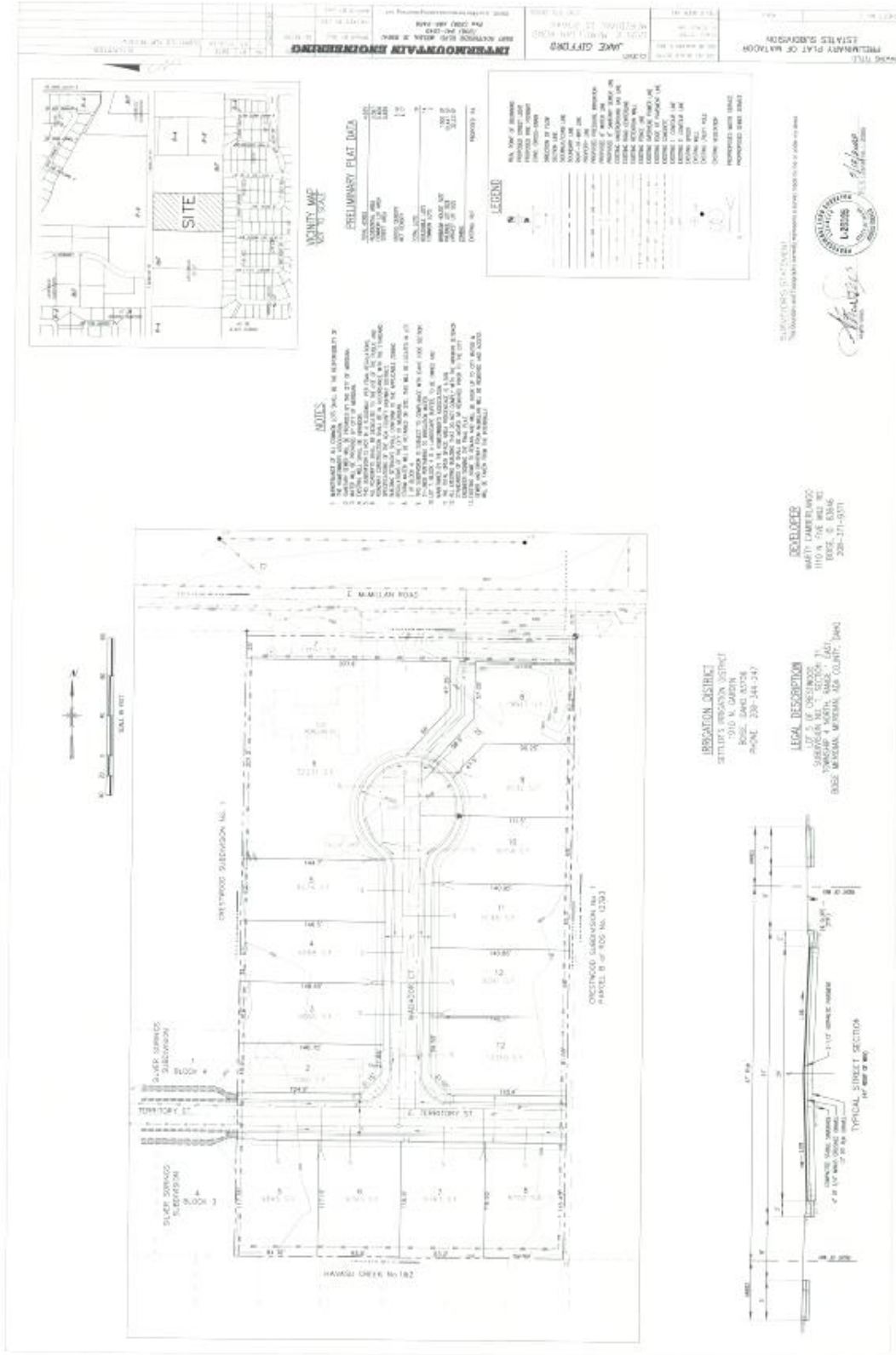
COMPASS LAND SURVEYING, PLLC

623 11th Avenue South Nampa, ID 83651

Office: (208) 442-0115

JN 1422

B. Preliminary Plat (dated: 5/12/22)



D. Conceptual Building Elevation Photos





IX. CITY/AGENCY COMMENTS & CONDITIONS

~~The Applicant shall obtain final approval of the property boundary adjustment application (ROS #12793) from Ada County prior to City Council approval of the proposed annexation. A final approval [letter](#) for the PBA application was submitted.~~

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:
 - 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 proposed to remain on Lot 6, Block 4 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](#).
2. The final plat shall include the following revisions:
 - a. The minimum street frontage of Lot 8, Block 4 shall be a minimum of 30 feet as set forth in UDC [11-2A-3](#) and [Table 11-2A-5](#) for the R-4 zoning district.
 - b. Graphically depict a 20-foot wide easement for the City of Meridian water main line on Lot 7, Block 4. Also, include a note with the recorded instrument number of the easement; a separate easement will be required.
 - c. Provide a minimum 5-foot wide strip of land outside of the water main line easement noted above for landscaping along the pathway on Lot 7, Block 4.
 - d. Correct the spelling of Matador Ct. (if spelled wrong).
3. The landscape plan submitted with the final plat shall include the following revisions:
 - a. The minimum street frontage of Lot 8, Block 4 shall be a minimum of 30 feet as set forth in UDC [11-2A-3](#) and [Table 11-2A-5](#) for the R-4 zoning district.
 - b. Include mitigation calculations on the plan for existing trees that are proposed to be removed in accord with the standards listed in UDC [11-3B-10C.5](#). The Applicant shall coordinate with the City Arborist (Kyle Yorita kyorita@meridiancity.org) to determine mitigation requirements *prior* to removal of existing trees from the site.
 - c. Modify detail #5 on Sheet L-1 to include the proposed berm along E. McMillan Rd.
 - d. Depict location of the edge of paving on the plan. 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 shall 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 per UDC [11-3B-7C.5a](#).
 - e. Depict street buffer landscaping in accord with the standards listed in UDC [11-3B-7C](#).

- f. Depict landscaping (i.e. shrubs along with the trees and vegetative groundcover) along the pathway on Lot 7, Block 4 in accord with the standards listed in UDC [11-3B-12C](#).
 - g. Include an additional 0.09-acre of qualified common open space per the standards in UDC [11-3G-3](#). *If parkways are provided toward this requirement, they must comply with the standards listed in UDC [11-3A-17](#) and [11-3G-3B.4](#); amend the plat if needed.*
 - h. Provide a minimum 5-foot wide strip of land outside of the water main line easement noted above for trees to be planted along the pathway on Lot 7, Block 4.
 - i. Depict a site amenity totaling a minimum of one (1) point. *If a structure for shade and picnic tables are added to the sitting area proposed on Lot 7, Block 4, this area could qualify as a picnic area, which is two (2) points; or, the Applicant may choose another qualified amenity from UDC [Table 11-3G-4](#). If a shade structures is proposed, provide a detail with the final plat application.*
4. Prior to the City Engineer's signature on the final plat, all existing structures that do not conform to the setbacks of the R-4 zoning district shall be removed.
 5. The address for the existing home is required to change since access will no longer be provided from McMillan Rd. The Applicant should coordinate the new address with the Land Development Dept. (tricks@meridiancity.org or mamador@meridiancity.org).

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

- 1.1 Must provide to and through to R1608650155.
- 1.2 Locate sewer manhole E-8 on property boundary.
- 1.3 Ensure no sewer services pass through infiltration trenches.

2. General Conditions of Approval

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.

- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
- 2.7 Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
- 2.11 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
- 2.12 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.13 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.17 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.

- 2.18 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.19 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
- 2.22 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. FIRE DEPARTMENT

No comments were submitted.

D. POLICE DEPARTMENT

No comments were submitted.

E. PARK'S DEPARTMENT

No comments were submitted.

F. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=269801&dbid=0&repo=MeridianCity&cr=1>

G. SETTLER'S IRRIGATION DISTRICT (SID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=269192&dbid=0&repo=MeridianCity>

H. WEST ADA SCHOOL DISTRICT (WASD)

No comments were submitted.

I. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=268719&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-4 zoning and develop single-family detached dwellings on the site at a gross density of 2.89 units per acre is consistent with the density desired in the LDR designation for this property.

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-4 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 so the Commission is unable to determine impacts to the school district.

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 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;

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 plat is in conformance with scheduled public improvements for this area 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.