



Mayor Robert E. Simison
City Council Members:
Luke Cavener, President
Liz Strader, Vice President
Brian Whitlock
Doug Taylor
John Overton
Anne Little Roberts

CITY COUNCIL WORK SESSION - AMENDED

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho
Tuesday, June 25, 2024 at 4:30 PM

All materials presented at public meetings become property of the City of Meridian. Anyone desiring accommodation for disabilities should contact the City Clerk's Office at 208-888-4433 at least 48 hours prior to the public meeting.

Agenda

VIRTUAL MEETING OPTION

City Council meetings can also be attended online or by phone.

<https://bit.ly/meridianzoommeeting>

or dial 253-215-8782, webinar ID: 810 9527 6712

Meridian City Council meetings are streamed live at <https://meridiancity.org/live>

ROLL CALL ATTENDANCE

ADOPTION OF AGENDA

CONSENT AGENDA [Action Item]

1. [Fed Ex BOIA Van Station Water Main Easement \(ESMT-2024-0075\)](#)
2. [Final Plat for Windrow Subdivision No.1 \(FP-2024-0004\) by Conger Group, located at the Northeast Corner of S. Linder Rd. and W. Amity Rd.](#)
3. [First Amendment to Assignment of Lease for the Provision of Golf Course Operations at Lakeview Municipal Golf Course](#)
4. [Agreement to Accept Payment in Lieu of Installing Streetlights at Puma Subdivision](#)
5. [Development Agreement \(Avani Neighborhood Subdivision H-2023-0049\) Between City of Meridian, C4 Land LLC \(Owner\), and Conger Group \(Developer\) for Property Located Southeast of Franklin Rd. and Black Cat Rd. \(Parcel #S1215233650\)](#)
6. [Resolution No. 24-2461: A Resolution Vacating the 5-foot-wide Side Yard Utility Easement Along the North Side of Lot 15, Block 6 of Pine 43 Subdivision No. 3, Being More Particularly Described in Exhibit "A"; and Providing an Effective Date](#)

ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]

7. [Resolution No. 24-2460: A Resolution of the City Council of the City of Meridian to Amend City of Meridian Standard Operating Policy 9.8, Regarding Grant Management; and Providing an Effective Date](#)

PROCLAMATIONS [Action Item]

8. [Migraine and Headache Awareness Month Proclamation](#)

ORDINANCES [Action Item]

9. [Ordinance No. 24-2055: An ordinance \(Avani Neighborhood Subdivision – H-2023-0049\) annexing a parcel of land located in the southwest quarter of the northwest quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 35.086 acres of such real property from RUT \(Rural Urban Transition\) to the R-15 \(Medium-High Density Residential\) zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.](#)

EXECUTIVE SESSION [Action Item]

10. Per Idaho Code 74-206 (1)(c): To acquire an interest in real property not owned by a public agency.

ADJOURNMENT



AGENDA ITEM

ITEM TOPIC: Fed Ex BOIA Van Station Water Main Easement (ESMT-2024-0075)

Project Name or Subdivision Name:

Fed Ex BOIA Van Station ESMT

Water Main Easement Number: _____

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only Record Number: ESMT-2024-0075

WATER MAIN EASEMENT

THIS Easement Agreement made this 25th day of June 2024 between WUF_Holdings_IV, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the water main is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles

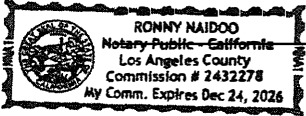
On 06-07-2024 before me, Ronny Naidoo (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared BRANDE LEE WINGET
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature R. Naidoo
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-25-2024

Attest by Chris Johnson, City Clerk 6-25-2024

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 6-25-2024 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

Notary Signature

My Commission Expires: 3-28-2028

EXHIBIT A

**WATER MAIN EASEMENT
FOR THE
CITY OF MERIDIAN, IDAHO**

An easement located in the SW 1/4 of Section 11, Township 3 North, Range 1 West, Boise Meridian, and being a part of *PARCEL A* as shown on Record of Survey No. 12136, Instrument No. 2019-128689, in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southwesterly corner of said SW 1/4, from which an aluminum cap monument marking the southeasterly corner of said SW 1/4 bears S 89°09'33" E a distance of 2658.14 feet;

Thence S 89°09'33" E along the southerly boundary of said SW 1/4 a distance of 1756.50 feet to a point on the extension of the easterly boundary of said *PARCEL A*;

Thence leaving said southerly boundary N 0°00'05" E along said extension a distance of 30.00 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said *PARCEL A*;

Thence continuing N 0°00'05" E along the easterly boundary of said *PARCEL A* a distance of 1241.38 feet to a point;

Thence leaving said easterly boundary S 89°59'39" W a distance of 24.61 feet to the POINT OF BEGINNING;

Thence continuing S 89°59'39" W a distance of 31.44 feet to a point on the easterly boundary of that existing *WATER MAIN EASEMENT* as described in Instrument No. 2021-002164 in said office of the Recorder;

Thence N 0°00'21" W along said easterly boundary a distance of 20.00 feet to a point;

Thence leaving said easterly boundary N 89°59'39" E a distance of 11.44 feet to a point on the westerly boundary of that existing *RE-USE WATER MAIN EASEMENT* as described in Instrument No. 2021-025338 in said office of the Recorder;

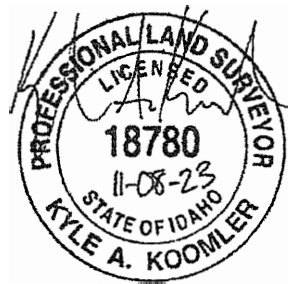
Thence N 0°00'21" W along said westerly boundary a distance of 84.77 feet to a point marking the northwesterly corner of said *RE-USE WATER MAIN EASEMENT*;

Thence N 89°59'40" E along the northerly boundary of said *RE-USE WATER MAIN EASEMENT* a distance of 20.00 feet to a point marking the northeasterly corner of said *RE-USE WATER MAIN EASEMENT*;

Thence S 0°00'21" E along the easterly boundary of said *RE-USE WATER MAIN EASEMENT* a distance of 104.77 feet to the POINT OF BEGINNING.

This parcel contains 2,324 square feet (0.053 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
November 8, 2023





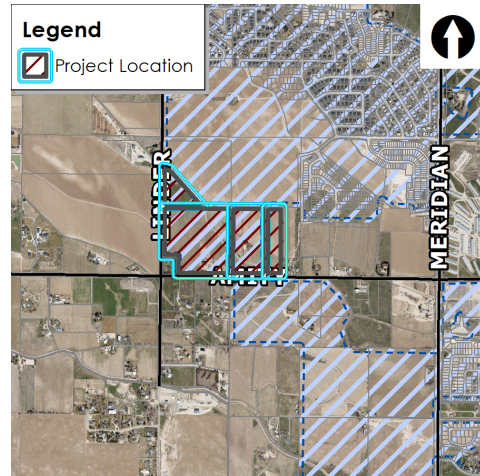
AGENDA ITEM

ITEM TOPIC: Final Plat for Windrow Subdivision No.1 (FP-2024-0004) by Conger Group, located at the Northeast Corner of S. Linder Rd. and W. Amity Rd.

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 6/25/2024
TO: Mayor & City Council
FROM: Stacy Hersh, Associate Planner
208-884-5533
SUBJECT: Windrow No. 1
[FP-2024-0004](#)
LOCATION: Generally located at the NEC of S. Linder Road and W. Amity Road (Parcels #S1225347078, #S1225325700, #S1225336520, #S1225336505., in the SW 1/4 of Section 25, T.3N., R.1W.



I. PROJECT DESCRIPTION

Final Plat consisting of 57 building lots and ten (10) common lots on 17.64 acres of land in the R-8 zoning district for the first phase of Windrow Neighborhood Subdivision.

II. APPLICANT INFORMATION

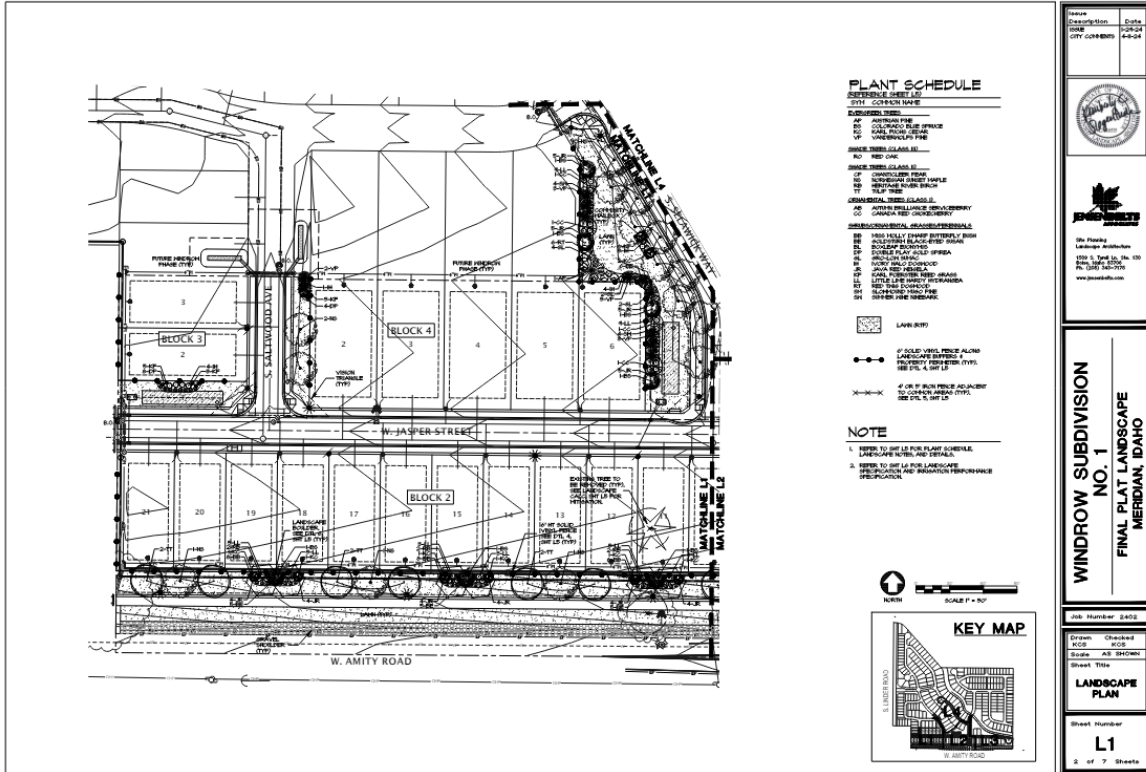
- A. Applicant:
Laren Bailey, Conger Group – 4824 W. Fairview Avenue, Boise, ID 83706
- B. Owner:
C4 Land LLC – 4824 W. Fairview Avenue, Boise, ID 83706
- C. Representative:
Same as Applicant

III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat ([H-2023-0031](#)) in accord with the requirements listed in UDC 11-6B-3C.2.

In order for the proposed final plat to be deemed in substantial compliance with the approved preliminary plat as set forth in UDC 11-6B-3C.2, the number of buildable lots cannot increase and the amount of common area cannot decrease. However, the road alignment and open space have changed slightly from the preliminary plat. Since there is no change to the number of buildable lots and the amount of common open space is the same, therefore, Staff deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

C. Landscape Plan ((dated: 4/11/2024))



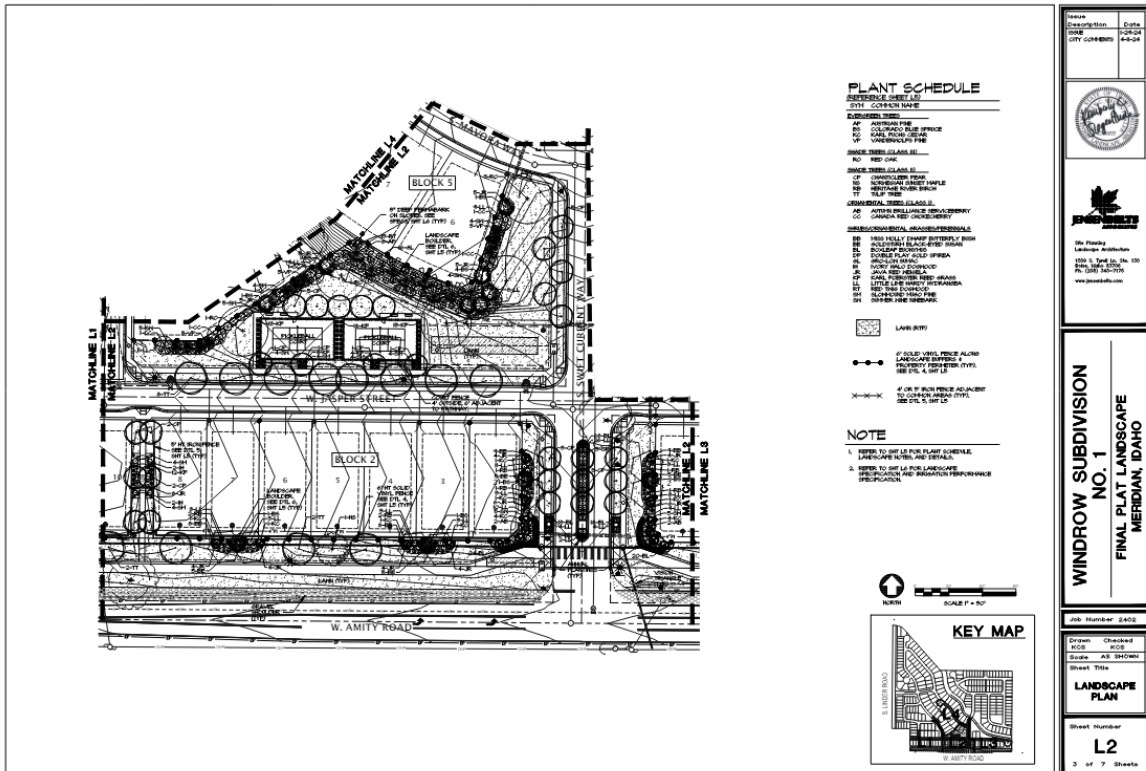
Job Number: 2402

Drawn: Checked
 Date: 4/11/24
 Scale: AS SHOWN

Sheet Title
LANDSCAPE PLAN

Sheet Number
L1

3 of 7 Sheets



Job Number: 2402

Drawn: Checked
 Date: 4/11/24
 Scale: AS SHOWN

Sheet Title
LANDSCAPE PLAN

Sheet Number
L2

3 of 7 Sheets

VI. CITY/AGENCY COMMENTS & CONDITIONS

A. Planning Division

1. Applicant shall meet all terms of the approved annexation ([H-2023-0031](#) AZ, PP, Development Agreement - Inst. #[2024-019824](#)) applications approved for this site.
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of the date of approval of the preliminary plat (i.e. by October 17, 2025), in accord with UDC 11-6B-7, in order for the preliminary plat to remain valid; or, a time extension may be requested.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat prepared by Civil Site Works, dated: 11/2/2023, included in Section V.B shall be revised as follows:
 - a. Note #6: Include the recorded instrument number for the ACHD license agreement.
 - b. Note #9: Include the recorded instrument number of the Development Agreement.
 - c. Note #13: Include the recorded instrument number of the ACHD sidewalk easement.
 - d. Note #14: Include the recorded instrument number of the City of Meridian Sanitary Sewer Easement.
 - e. Note #15: Include the recorded instrument number of the City of Meridian Water Easement.
 - f. Add a plat note stating that direct lot access to W. Amity Road is prohibited.
 - g. Replace the street name for "S. Lutana Way" with "S. Selawick Way in accordance with the Ada County Street Name Review.

A copy of the revised plat shall be submitted with the final plat for City Engineer signature.

5. The landscape plan prepared by Jensen Belts, dated 4/11/2024, included in Section V.C, shall be revised as follows:
 - a. A detail for each of the amenities shall be depicted on the plan or submitted separately in compliance with the standards set forth in UDC 11-3G-4C.
 - b. The micropath located on Lot 13, Block shall be paved in accordance with UDC 11-3A-5; gravel is not an approved material.
6. Off-street parking is required to be provided for all residential units in accord with the standards listed in UDC [Table 11-3C-6](#) based on the number of bedrooms per unit.
8. Homes within the development shall be generally consistent with the building elevations referenced in the Development Agreement (Inst. #[2024-019824](#)).
9. The existing home and outbuildings shall be removed with the first phase of development per the recorded development agreement.
10. The existing home on Lot 1, Block 10 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](#).
11. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster, Matthew Peterson, at 208-887-1620 or Matthew.W.Peterson@usps.gov for more information.

12. The rear and/or sides of homes visible from S. Linder Road and W. Amity road (Lots 12-19, Block 3; Lots 5-6, Block 7; Lots 8-18, Block 7; Lots 2-22, Block 2; Lots 2-10, Block 1) shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*
14. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

B. Public Works

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=348699&dbid=0&repo=MeridianCity>

C. Boise Project Board of Control

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=349324&dbid=0&repo=MeridianCity>



AGENDA ITEM

ITEM TOPIC: First Amendment to Assignment of Lease for the Provision of Golf Course Operations at Lakeview Municipal Golf Course

**FIRST AMENDMENT to
ASSIGNMENT OF LEASE FOR THE PROVISION OF GOLF COURSE OPERATIONS AT
CITY OF MERIDIAN’S LAKEVIEW MUNICIPAL GOLF COURSE**

This FIRST AMENDMENT to ASSIGNMENT OF LEASE FOR THE PROVISION OF GOLF COURSE OPERATIONS AT CITY OF MERIDIAN’S LAKEVIEW MUNICIPAL GOLF COURSE (“First Amendment”) is entered into this ____ day of _____, 2024, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and the West Ada Recreation District, a recreation district organized under the laws of the State of Idaho (“WARD”) (collectively, “Parties”).

WHEREAS, the Parties seek by this First Amendment to modify the *Assignment of Lease for the Provision of Golf Course Operations at Meridian’s Lakeview Municipal Golf Course* executed by the Parties on August 11, 2020 (“August 11, 2020 Assignment of Lease”), a copy of which is attached hereto as *Exhibit A*;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

A. TERM MODIFIED. Section 3 of the of the August 11, 2020 Assignment of Lease shall be replaced by language to read as follows:

3. Term. The term of the assigned Lease Agreement shall be from the effective date of the assignment until September 30, 2024, unless earlier terminated.

B. NO ADDITIONAL PROVISIONS. The Parties agree that except as expressly modified by this First Amendment, all provisions of the original August 11, 2020 Assignment of Lease shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the August 11, 2020 Assignment of Lease or this amendment thereto.

IN WITNESS WHEREOF, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the day and year first above written.

WESTERN ADA RECREATION DISTRICT:

DocuSigned by:

775EDB4290994BA...

Shaun Wardle, Board President

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A
AUGUST 11, 2020 ASSIGNMENT OF LEASE

Item #18.

Exhibit A

ASSIGNMENT OF LEASE FOR THE PROVISION OF GOLF COURSE OPERATIONS AT CITY OF MERIDIAN'S LAKEVIEW MUNICIPAL GOLF COURSE

This ASSIGNMENT OF LEASE entered into by the City of Meridian, an Idaho municipal corporation, ("City") as Lessor and the Western Ada Recreation District, a Recreation District created and organized under Title 31, Chapter 43 of the Idaho Code ("District") as "Lessee".

WITNESSETH, that for and in consideration of the mutual promises, covenants and agreements contained herein, the parties hereby agree as follows:

1. CONSENT TO ASSIGNMENT OF LEASE – CONTINGENT ON SALE OF ASSETS

- A. Provided that transaction contemplated in the Asset Purchase Agreement between Lakeview Meridian Investors LLC and District has closed and District has become the rightful owner of the Assets transferred by said Asset Purchase Agreement, City does provide its contingent consent to the assignment of that certain lease agreement dated May 17, 2005 between City and Lakeview Meridian Investors, LLC, (the Assignor) to Lessee, subject to the amended terms and conditions contained herein.
- B. Any waiver by District of the Seller's Covenants, Representations, Warranties, and agreement to pay Closing Date Indebtedness made in the Asset Purchase Agreement must be approved by City in order for the City's assignment of the Lease to become effective.

2. GRANT OF AUTHORITY; LEASED PREMISES

- A. The City accepts the Lessee as lessee of the Lease at the Lakeview Golf Course and understands that Lessee has all of the rights and obligation of the original lease, except as modified herein.
- B. Lessee acknowledges personal inspection of the golf premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the operation of the golf course. Lessee accepts the demised premises in its present condition and agrees to make no demands upon the City for any improvements or alteration thereof.
- C. Ownership of all existing structures, and of all structures, buildings and/or improvements currently located upon the leased premises, and all alterations, additions or betterments thereto (the items included in the Description of Assets in the Asset Purchase Agreement), shall immediately vest and be vested in City after the term hereof, without compensation being paid therefore. Such structures, buildings and/or improvements shall be surrendered to City with the remainder of

Item #18.

the leased premises upon termination of the Lease Agreement. As a condition of this Assignment of Lease, District shall execute all appropriate Bills of Sale and other documentation to effectively transfer title of all WARD Leasehold Assets to City upon termination of the Lease Agreement.

3. TERM

- A. As additional consideration for City’s granting of this Assignment of Lease, the term of the assigned Lease agreement shall be from the effective date of the assignment until September 30, 2023 unless earlier terminated at the option of District.
- B. The Lessee DOES NOT have the option of renewing the Lease agreement beyond the term ending September 30, 2023.

4. PAYMENT OF RENT

In consideration of Lessee’s purchase of the golf course leasehold assets and the benefit provided to the public, which consists largely of the same taxpayer base as the City, Lessee shall not be required to pay any periodic rent payments to City.

5. INCORPORATION OF TERMS


All terms and conditions of the May 17, 2005 Lease agreement and any addenda thereto that are not inconsistent with the terms of this Assignment of Lease shall remain in effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this 11th day of August 2020.

WESTERN ADA RECREATION DISTRICT:

By: 
Shaun Wardle, Board President

CITY OF MERIDIAN

By: 
Robert E. Simison, Mayor

Attest:


Chris Johnson, City Clerk





MEMO TO CITY COUNCIL

Request to Include Topic on the City Council Agenda

From: Emily Kane, Deputy City Attorney **Meeting Date:** June 25, 2024
Presenter: Bill Nary, City Attorney **Estimated Time:** 0.5 minutes
Topic: First Amendment to Assignment of Lease for the Provision of Golf Course Operations
at City of Meridian's Lakeview Municipal Golf Course

Recommended Council Action:

Approve the lease amendment and authorize the Mayor's signature

Background:

In the course of preparing documents for the transfer of the golf course from WARD to the City as of October 1, 2024, the City Attorney's Office reviewed the agreements between WARD and the City and determined that the Golf Course Lease expired on September 30, 2023. In order to match the lease term to that of other agreements between the City and WARD, our recommendation is that the parties enter into this First Amendment to extend the term of WARD's lease of Lakeview Golf Course through September 30, 2024.



AGENDA ITEM

ITEM TOPIC: Agreement to Accept Payment in Lieu of Installing Streetlights at Puma Subdivision

**AGREEMENT TO ACCEPT PAYMENT IN LIEU
OF INSTALLING STREETLIGHTS AT PUMA SUBDIVISION**

This AGREEMENT TO ACCEPT PAYMENT IN LIEU OF INSTALLING STREETLIGHT AT CHIPOTLE ("Agreement"), made this 12 of June, 2024 ("Effective Date") between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho ("City"), and Smith Frazier, LLC, whose address is 50 Henry Street, Cortez CO 81321 ("Property Owner").

WHEREAS, Property Owner is the owner of Chipotle, located at 1737 S Meridian Rd, in Meridian, Idaho ("Business");

WHEREAS, Property Owner is currently unable to install the required streetlight along Meridian Road, because the road has not been built out to its ultimate width; and,

WHEREAS, once Meridian Road is widened, City is willing to install the required streetlights following Property Owner's payment to City of the estimated amount necessary to install such streetlight;

WHEREAS, one of the Site-Specific Conditions of Approval of City's approval of C-SHELL-2023-0015, is that Property Owner must pay City of Meridian Fifteen thousand five hundred dollars and zero cents (\$15,500.00) in lieu of installing one (1) streetlight on the east side of the Subdivision, along Meridian Road ("Location");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, the Parties- agree as follows:

I. COMMITMENTS BY PROPERTY OWNER.

- A. Payment.** By June 15, 2024, Property Owner shall pay to City Fifteen thousand five hundred dollars and zero cents (\$15,500.00), for the installation of one (1) streetlight at Location.
- B. Consent to entry.** Property Owner shall, and hereby does, provide to the City perpetual consent and access to enter the Subdivision for the purpose of inspecting or installing streetlights and related infrastructure. Except in the event of an imminent or realized threat to the public health, safety, or welfare, City shall provide Property Owner at least twenty-four (24) hours prior notice of such entry. Such notice may be verbal, written, or be posted at Location.

II. COMMITMENTS BY CITY.

- A. Installation.** City agrees to accept the amount set forth in this Agreement in lieu of requiring Property Owner to install the one (1) streetlight at Location.

B. Payment of additional expense for installation. Upon Property Owner's payment of the amount set forth herein, the requirement in C-SHELL-2023-0015 to install the one (1) streetlight at Location shall be considered satisfied. City shall be responsible for any additional cost of installation of streetlights beyond the amount paid by Property Owner under this Agreement.

III. GENERAL PROVISIONS.

A. Default. Any failure to perform the terms and conditions of this Agreement, or any portion thereof, shall be a default hereunder.

B. Notices. Any notice desired by the Parties or required by this Agreement shall be deemed delivered after deposit in the United States Mail, postage prepaid, addressed as follows:

If to City:

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

If to Property Owner:

Smith Frazier, LLC
50 Henry Street
Cortez, CO 81321

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

C. Time is of the essence. The Parties 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 and default hereunder by the Party so failing to perform.

D. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.

E. 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 fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.

F. Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.

G. Non-waiver. Failure of either Party to promptly enforce the strict performance of any term

of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

- H. Compliance with laws.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to streetlight installation and maintenance, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.


- I. Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

- J. Warranty of authority.** Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of such party and is a valid and binding obligation upon the persons or entity signing this Agreement.

- K. Approval Required:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers the Effective Date first above written.

Property Owner:



Smith Frazier, LLC
Tyler Frazier

CITY OF MERIDIAN:

Robert E. Simison
Mayor

Attest: _____
Chris Johnson
City Clerk



AGENDA ITEM

ITEM TOPIC: Development Agreement (Avani Neighborhood Subdivision H-2023-0049) Between City of Meridian, C4 Land LLC (Owner), and Conger Group (Developer) for Property Located Southeast of Franklin Rd. and Black Cat Rd. (Parcel #S1215233650)

DEVELOPMENT AGREEMENT

- PARTIES:**
- 1. City of Meridian**
 - 2. C4 Land, LLC, Owner**
 - 3. Conger Group, Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2024, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642; and **C4 Land, LLC**, whose address is 1979 N. Locust Grove Rd., Meridian, Idaho 83642, hereinafter called OWNER; and **Conger Group**, whose address is 4824 W. Fairview Ave., Boise, Idaho 83706, 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/Developer have submitted an application for annexation and zoning of 35.086 acres of land with a request for the R-15 (Medium-High Density Residential) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

LB

- 1.7 **WHEREAS**, on the 2nd day of April, 2024, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER:** means and refers to **C4 Land, LLC**, whose address is 1979 N. Locust Grove Rd., Meridian, Idaho 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 **Conger Group**, whose address is 4824 W. Fairview Ave., Boise, Idaho 83706, hereinafter called DEVELOPER, the party that is developing said Property and shall include any subsequent developer(s) of the Property.
- 3.4 **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

LB

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 consistent with the preliminary plat, phasing plan, landscape plan, qualified open space, and qualified site amenities (i.e., a 5000+ s.f. children’s playground with a play structure, swings, climbing rocks, a climbing dome, seating benches, within a safe fenced area, two pickleball courts, a pool with changing facility and restrooms, and a fenced dog park), 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 Applicant may deed the Vanguard Way right-of-way to ACHD prior to the submittal of the first phase of a final plat.

c. A Design Review application shall be submitted and approved for the proposed single-family attached homes prior to submittal of a building permit application. The Applicant shall comply with the design standards listed in the Architectural Standards Manual and the Development Agreement. The single-family attached and detached structures are not required to incorporate porches along 30% of the front facades, with the exception of the ten (10) alley-loaded homes. Additionally, front-loaded 2-car garages are not required to be 20 feet behind the primary façade or designed with two (2) separate garage doors.

d. The rear and/or side of structures on lots that face S. Black Cat Road (i.e., Lots 17-43, Block 1) and the new collector road (Vanguard Way) (i.e., Lots 1-15, Block 1 and Lots 2-14, Block 2) shall incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-outs), bays banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement. **Requires Planning approval prior to issuance of building permits.***

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

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

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

LB

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:
C4 Land, LLC
1979 N. Locust Grove Rd.
Meridian, ID 83642

DEVELOPER:
Conger Group
4824 W. Fairview Ave.
Boise, ID 893706

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

20

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]

LB

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

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

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

LB

EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Avani Annexation Description

BASIS OF BEARING for this description is N. 0°43'00" E., between a brass cap marking the 1/4 corner common to Sections 15 and 16 and an aluminum cap marking the northwest corner of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of the NW1/4 of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at an aluminum cap marking the 1/4 corner common to Sections 15 and 16;

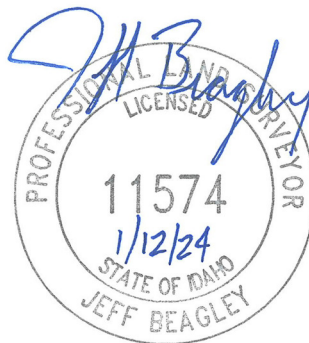
Thence N. 0°43'00" E., coincident with the west line of said SW1/4 of the NW1/4 and the centerline of S. BlackCat Road, 1319.36 feet;

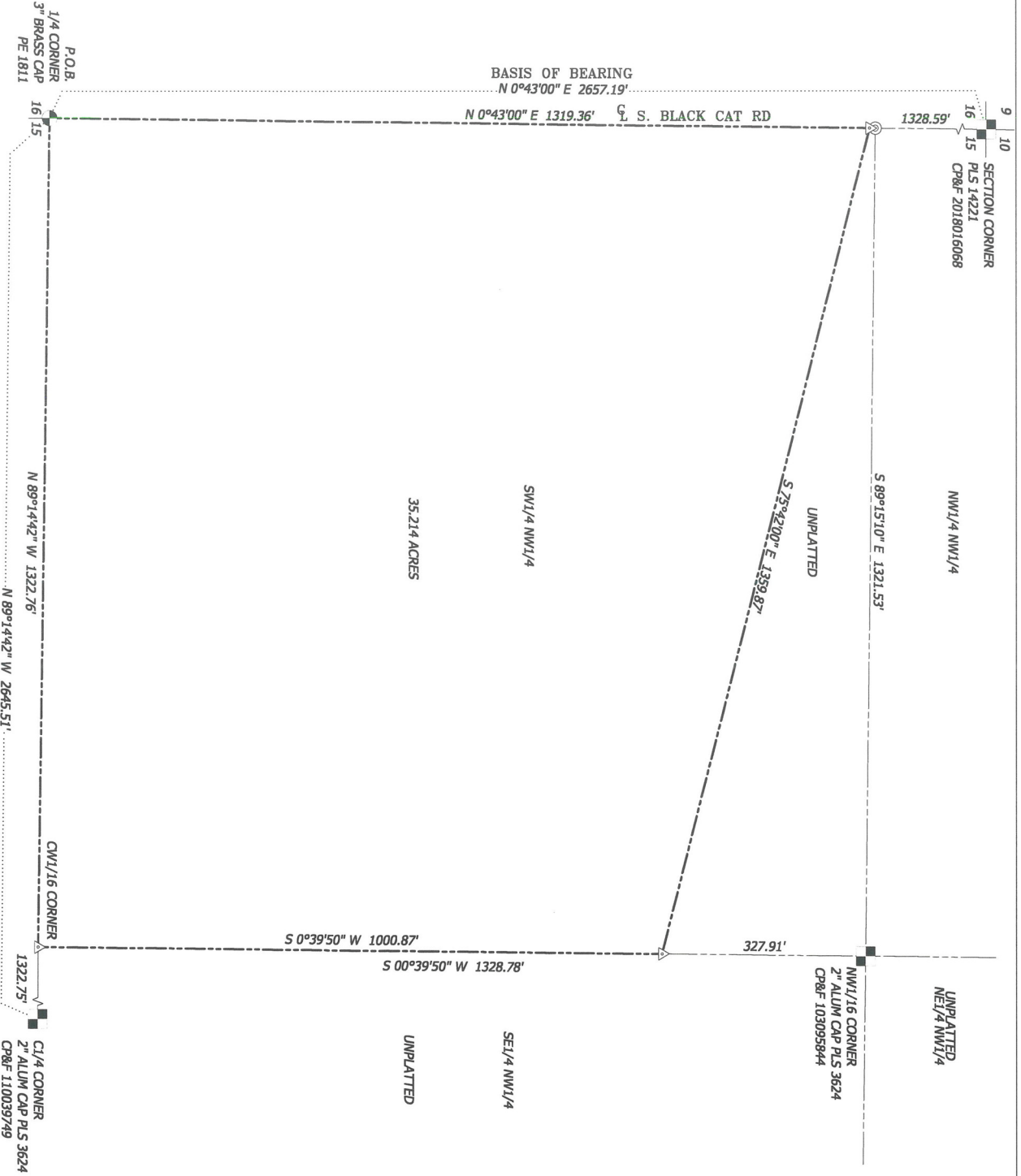
Thence leaving said west line and said centerline, S. 75°42'00" E., 1359.87 feet to the east line of said SW1/4 of the NW1/4;

Thence S. 0°39'50" W., coincident with said east line, 1000.87 feet to the SE corner of said SW1/4 of the NW1/4 (CW1/16 corner);

Thence N. 89°14'42" W., coincident with said south line, 1322.76 feet to the **POINT OF BEGINNING.**

The above described parcel contains 35.214 acres more or less.





PROJECT:
 AVANI ANNEXATION EXHIBIT
 SW1/4, NW1/4, SECTION 15
 T. 3 N., R. 1 W., B.M.
 ADA COUNTY, IDAHO

OWNER/DEVELOPER:
 CONGER
 MANAGEMENT GROUP

DATE:
 8/2023

2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 P: (208) 398-8104
 F: (208) 398-8105
 WWW.SAWTOOTHLS.COM

DWG #
 123135-EX

PROJECT #
 123135

SHEET
 1 OF 1

EXHIBIT B

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



In the Matter of the Request for Annexation of 35.086 acres of land to the R-15 (Medium-high-density residential) zoning district; and Preliminary Plat consisting of 256 building lots and 25 common lots on 33.71-acres of land in the R-15 zoning district for Avani Neighborhood Subdivision, by Conger Group.

Case No(s). H-2023-0049

For the City Council Hearing Date of: April 2, 2024 (Findings on April 2, 2024)

A. Findings of Fact

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

B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of April 2, 2024, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

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

1. The applicant's request for annexation and preliminary plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of April 2, 2024, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of April 2, 2024

By action of the City Council at its regular meeting held on the 2nd day of April, 2024.

COUNCIL PRESIDENT JOE BORTON VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED AYE

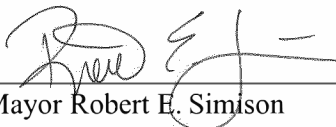
COUNCIL MEMBER DOUG TAYLOR VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER JOHN OVERTON VOTED AYE

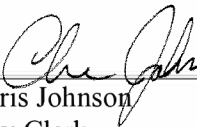
COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)




Mayor Robert E. Simison 4-2-2024

Attest:



Chris Johnson
City Clerk


4-2-2024

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

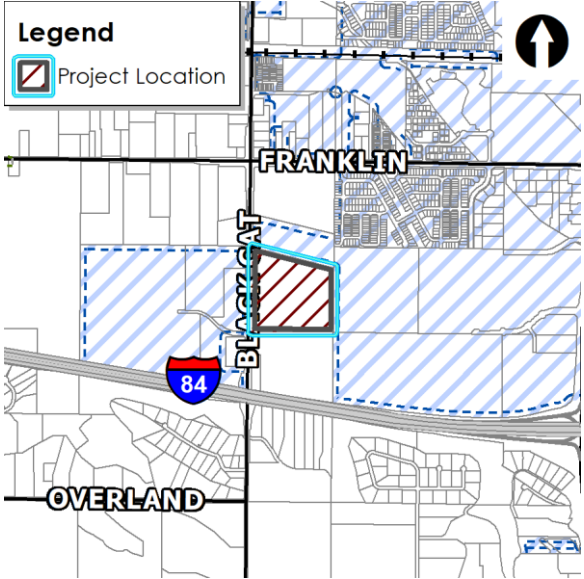
By:  _____ Dated: 4-2-2024
City Clerk's Office

HEARING DATE: ~~March 12, 2024~~ continued to April 2, 2024

TO: Mayor & City Council
 FROM: Stacy Hersh, Associate Planner
 208-884-5533

SUBJECT: Avani Neighborhood AZ, PP
[H-2023-0049](#)

LOCATION: Southeast of Franklin Road and Black Cat, North of I-84, in the SW 1/4 of the NW ¼ of Section 15, T.3N., R.1W. (Parcel #S1215233650)



I. PROJECT DESCRIPTION

Annexation of 35.086 acres of land to the R-15 (Medium-high-density residential) zoning district; and Preliminary Plat consisting of 256 building lots and 25 common lots on 33.71-acres of land in the R-15 zoning district for Avani Neighborhood Subdivision.

NOTE: Staff is recommending denial of the project because the applicant’s design (plat and elevations) is inconsistent with the design elements outlined in the TMISAP. The applicant has been made aware of Staff’s concerns and has elected to forego some of Staff’s recommended changes to gain a favorable recommendation. Below provides the basis for Staff’s recommendation; however, the Commission and Council should rely on all relevant information when determining if this project is consistent with the Plan and open to allowing deviations from the design elements as desired by the Applicant.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	33.71 acres (35.086 acres - annexation area)
Future Land Use Designation	Medium-High Density Residential (MHDR) in the Ten Mile Interchange Specific Area Plan (TMISAP)
Existing Land Use	agricultural
Proposed Land Use(s)	SFR detached and attached dwellings
Current Zoning	Rural-Urban Transition (RUT) in Ada County
Proposed Zoning	R-15
Lots (# and type; bldg/common)	256 building/8 common lots
Phasing plan (# of phases)	3 Phases
Number of Residential Units (type of units)	256 residential lots (95 attached units, 161 detached units)
Density (gross & net)	7.60 units/acre (gross)

Open Space (acres, total [%] / buffer / qualified)	6.68 (or 19.8%) qualified
--	---------------------------

Amenities	Large central park, community pool with changing rooms, fenced play structure, swing set, seating benches, climbing dome, climbing rocks, fenced dog park and (2) pickleball sports courts.
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Physical Features (waterways, hazards, flood plain, hillside)	The Rosenlof Drain bisects the northwest corner of the site.
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Neighborhood meeting date	7/26/2023
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History (previous approvals)	None
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B. Community Metric

Description	Details
Ada County Highway District	
<ul style="list-style-type: none"> Staff report (yes/no) 	Yes
<ul style="list-style-type: none"> Requires ACHD Commission Action (yes/no) 	No

Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	A portion of the collector street (Vantage Point Way) is required to be extended from the west boundary to the east boundary of the site per the Master Street Map.
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Proposed Road Improvements	<p>Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):</p> <ul style="list-style-type: none"> Franklin Road is scheduled in the IFYWP to be widened to 5-lanes from McDermott Road to Black Cat Road with the design year in 2026 and the construction date has not been determined. The intersection of Franklin Road and McDermott Road is scheduled in the IFYWP to be reconstructed as a single-lane expandable roundabout. There is no design year or construction year, and this project requires coordination with the Nampa Highway District. <p style="text-align: right;">2 DRAFT Avani Subdivision/ MPP23-0010/ H-2023-0049</p> <hr/> <ul style="list-style-type: none"> Black Cat Road is listed in the CIP to be widened to 5-lanes from Franklin Road to Overland Road between 2036 and 2040. Funding for ITD's portion is not included with this project.
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Fire Service

<ul style="list-style-type: none"> Distance to Fire Station 	2.8 miles from Station #2
<ul style="list-style-type: none"> Fire Response Time 	Falls just outside of the 5-minute response time goal
<ul style="list-style-type: none"> Resource Reliability 	82% (above the targeted goal of 80%)
<ul style="list-style-type: none"> Accessibility 	This project meets all required access, road widths, and turnarounds as presented in the preliminary plat. The shared drives shall have an address sign at each entrance, the roadways, common driveways, and alleys shall be maintained 365 days a year for fire, EMS, and police responses.

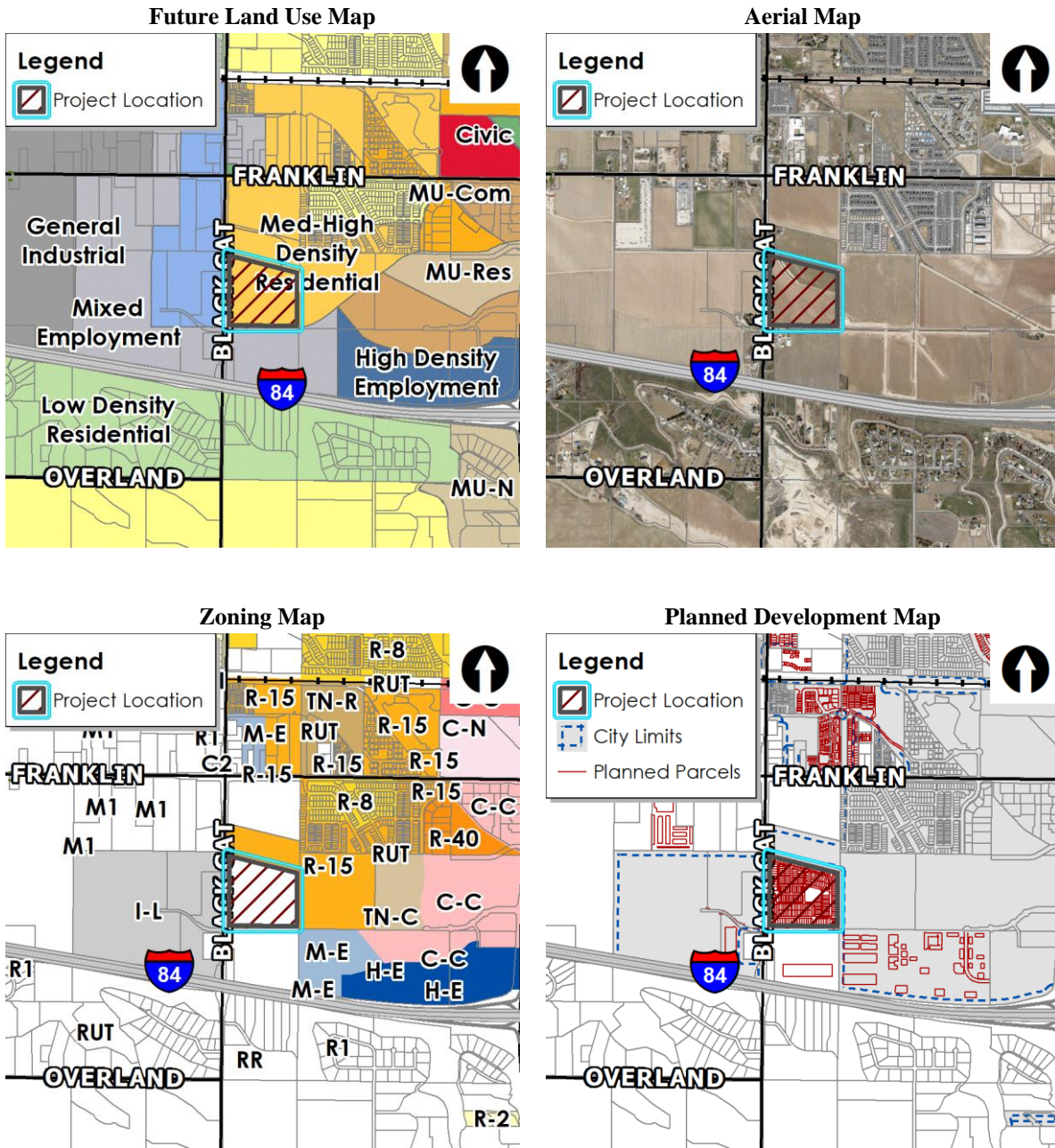
<ul style="list-style-type: none"> Additional Comments/Concerns 	See Fire Staff Report in the link provided below under Section IX(C).
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Police Service	<i>No comments received</i>
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<ul style="list-style-type: none"> Distance to Fire Station 	
<ul style="list-style-type: none"> Fire Response Time 	

<ul style="list-style-type: none"> • Accessibility 	
West Ada School District	<i>No Comments received</i>
Distance (elem, ms, hs)	
Capacity of Schools	
# of Students Enrolled	
# of students estimated for this development	
Wastewater	
<ul style="list-style-type: none"> • Wastewater Modeling 	<ul style="list-style-type: none"> • Must provide to and through to S1215325450 • End of the line requires 0.6% slope • Flow is committed • Sewer/water easement varies depending on sewer depth. Sewer 0-20 ft deep require a 30 ft easement, 20-25 ft a 40 ft easement, and 25-30 ft a 45 ft easement. Adjust easements accordingly. • Sewer easement varies depending on sewer depth. Sewer 0-15 ft deep require a 20 ft easement, 16-20 ft a 30 ft easement, and 21-30 ft a 40 ft easement. Adjust easements accordingly. • Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement. • Ensure no sewer services pass through infiltration trenches.
<ul style="list-style-type: none"> • Project Consistent with WW Master Plan/Facility Plan 	
<ul style="list-style-type: none"> • Impacts/Concerns 	See Public Works Site Specific Conditions under Section IX(B)
Water	
<ul style="list-style-type: none"> • Distance to Services 	Water available at site
<ul style="list-style-type: none"> • Pressure Zone 	2
<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 	<p>See Public Works' Site-Specific Conditions under Section IX(B)</p> <ul style="list-style-type: none"> • If a well is located on the site it must be abandoned per regulatory requirements and proof of abandonment must be provided to the City. • Each phase of the development will need to be modeled to verify minimum fire flow pressure is maintained. • Development requires two connections for looping. There are two options Option 1: Provide a second connection in zone 2 from either the north or the east Option 2: A second connection to Black Cat Rd. However, this requires a connection from Franklin road through parcel S1216120735 to parcel S1216131200. Additionally, the main in Black Cat Rd along the western boundary must be connected to the rest of the water system in two different places. In other words, the development cannot have two ties to Black Cat Rd if that run of main is a dead end. • There are multiple spots where fittings are located within the gutter. Don't have fittings in the gutter.

C. Project Maps



III. APPLICANT INFORMATION

A. Applicant:

Laren Bailey, Conger Group – 4824 W. Fairview Avenue, Boise, ID 83706

B. Owner:

BLACKCAT1, LLC – P.O. Box 1968, Eagle ID 83616

C. Representative:

Laren Bailey, Conger Group – 4824 W. Fairview Avenue, Boise, ID 83706

IV. NOTICING

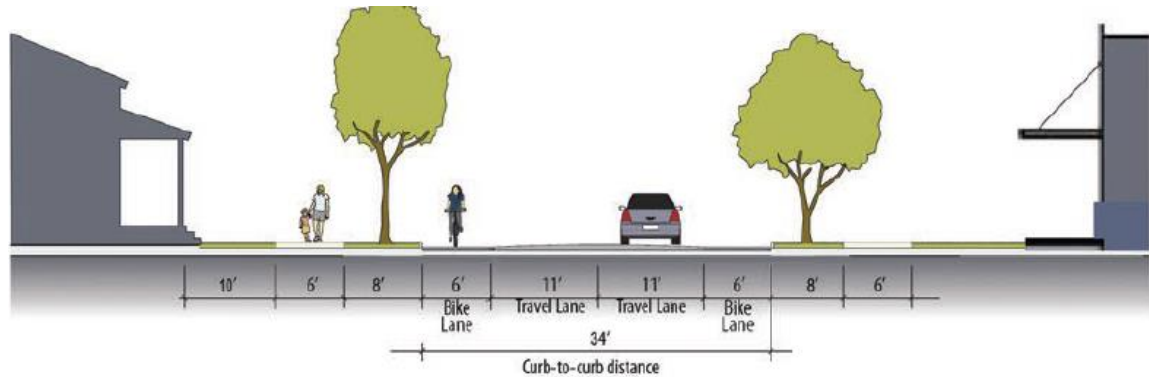
	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	1/16/2024	2/25/2024
Radius notification mailed to property owners within 500 feet	1/12/2024	2/24/2024
Public hearing notice sign posted on site	1/18/2024	2/23/2024
Nextdoor posting	1/10/2024	2/26/2024

V. COMPREHENSIVE PLAN ANALYSIS

LAND USE: This property is designated Medium High-Density Residential (MHDR) on the Future Land Use Map (FLUM) and is located within the area known as the Ten Mile Specific Area Plan (TMISAP). MHDR areas are recommended to develop primarily with relatively dense multi-family housing types, such as row houses, townhouses, condominiums, and apartments, not all single-family attached and detached homes as proposed by the applicant. These areas should have a mix of housing types that achieve an overall average density target of 12 dwelling units per acre with densities ranging from 8-15 units per acre. MHDR areas typically are relatively compact areas within a larger neighborhood and generally should be located around and near more intensely developed areas, such as Mixed Use Commercial or Employment areas, in order to provide convenient access to these commercial activity and employment centers for the greatest number of residents.

As noted above, the proposed development incorporates a mix of single-family attached (95) and single-family detached (161) homes, resulting in an overall gross density of 7.59 units per acre inconsistent with the target density desired in the MHDR FLUM designation in the TMISAP. Townhomes should be included in this development to be more consistent with the plan; however, the property to the east has approval to construct a 552-unit multi-family development to offset the need for additional multi-family in the area. Mixed- Employment areas are also entitled or in the development process to the west, south, and southeast so it is conceivable that this development may provide additional housing options for these employment areas.

TRANSPORTATION: ACHD’s Master Street Map (MSM) depicts a new town center collector street across the southern portion of this property from the west to the east boundary eventually connecting to S. Ten Mile Road. The Transportation System Map in the TMISAP lists the functional classification for this street as a collector street and the Street Section Map lists the design classification as a major collector street, which is intended to be constructed consistent with Street Section C as follows:



This street is planned to eventually provide a connection from S. Black Cat Road to S. Ten Mile Road. The

applicant is currently collaborating with the property owners directly to the south and east to complete the Collector Street (Vanguard Way) connection to Black Cat. It is the City's desire to have this street dedicated and constructed before residents occupy the homes in this development.

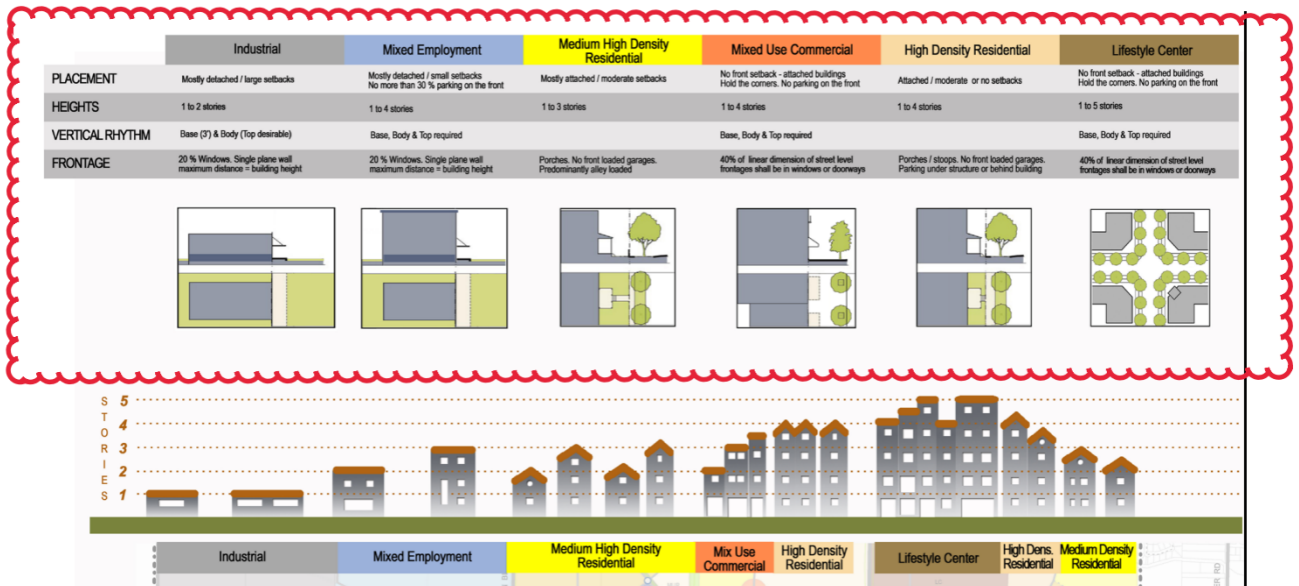
Local streets, alleys, and common drives are proposed internally for access to the proposed residential units. **Staff believes the plat should incorporate more alley-loaded lots however, the Applicant believes there isn't a market for this type of housing and has elected to limit the number of alley-loaded homes to ten (10) which is inconsistent with the Plan.**

BACKGROUND: Ten Mile Interchange Area was intended to look, feel, and function differently than a typical residential subdivision. It operates as a form-based specific area plan, where the design of the built environment is the primary review element and intended to work in conjunction with the land use and zoning designations. These design elements should not be treated as a checklist; but used to implement the overall vision and support traditional neighborhood design desired by the Plan.

DESIGN ELEMENT: The design element is intended to serve as the basic framework for a project within the Ten Mile Interchange Area and the basis for the development of future design guidelines. They are considered the most important elements to "get right," there is not flexibility allowed in the modification of design elements. Future development should be consistent with the design elements in the TMISAP for the MHDR FLUM designation as determined by the Application of the Design Elements table (refer to the table below). Staff's analysis for how the Applicant's design adheres to the applicable design elements are italicized below.

NOTE: Some of these design elements are not required by the UDC as envisioned by the Plan. Therefore, the applicant requests the Commission and Council allow some deviations to these design elements.

Page . Design Element	Residential				Mixed Use			Employment				Special Areas	
	LDR	MDR	MHDR	HDR	MUR	MUC	LC	LDE	HDE	ME	I	Parks	Civic
3-32. Architecture and Heritage	●	●	●	●	●	●	●	●	●	●	●	●	●
3-33. Street oriented design													
Commercial & mixed use bldgs.					●	●	●						
Residential Buildings	●	●	●	●	●	●	●						
3-34. Buildings to Scale								●					
3-35. Gateways													
3-36 .Neighborhood Design			●	●	●	●							
3-37. Building Form & Character						●	●						
Commercial Activity Centers							●						
Building Facades	●	●	●	●	●	●	●	●	●	●	●	●	●
Building Heights	●	●	●	●	●	●	●	●	●	●	●	●	●
General Limit of 4 stories	●	●	●	●	●	●	●	●		●	●	●	
First Floor Ceiling Heights for Retail					●	●	●						
Up to 6 Stories							●		●				
Base, Body, and Top					●	●	●	●	●	●	●		
Frontage													
Commercial Retail Frontage					●	●	●						
Live /Work Unit Frontage			●	●	●	●	●						
Urban Resid. Frontage in Commercial Districts			●	●	●	●	●						
Neighborhood Residential & Institutional		●	●	●									●
Roofs													
Flat				●	●	●	●	●	●	●	●		●
Pitched	●	●	●	●	●	●	●	●	●	●	●	●	●
3-41. Building Details													
Materials					●	●	●						
Screening of Mechanical Units and Service Areas				●	●	●	●		●			●	●
Awnings						●	●		●				
Canopies						●	●						
3-46. Signs					●	●	●	●	●	●	●		
3-47. Public Art	●	●	●	●	●	●	●	●	●	●	●	●	●



3-33. Street-oriented Design: Useable porches should be a dominant element of residential buildings and should be located along at least 30% of the front façade of the buildings – a higher percentage is recommended as is the location of porches on one or more side facades. When possible, garages should be loaded from a rear alleyway. Where garages must be accessed from the front, the garages must be located no

less than 20' behind the primary façade. Front-loaded 2-car garages that are visible from the primary street must be designed with two (2) separate garage doors.

Out of the 256 single-family units, only 10 are alley-loaded; the others are all front-loaded with living area either at the same plane or behind the garages away from the street. A few of the units have usable porches that might meet the guidelines. No porches are proposed on the side facades. All units have single 2-car garage doors, not separate doors.

3-34. Buildings to Scale: Everything seen and experienced from the sidewalk – building fronts, lighting, open space – should be designed for human interaction at a pedestrian's perspective. Key elements to consider are the continuity of the building sizes, how the street-level and upper-level architectural detailing is treated, elements that anchor and emphasize pedestrian scale, roof forms, rhythm of windows and doors, and general relationship of buildings to public spaces such as streets, plazas and other open space. Human-scale design is critical to the success of built places for pedestrians. Building entrances should be placed close to the street; ground floor windows, articulated facades, appropriately scaled lighting, awnings and other weather protection should be provided.

The proposed elevations do not meet the design criteria that encourage building entrances to be situated close to the street, primarily due to their garage-dominated nature. Elevations for the alley-loaded units were not submitted with the application, making it difficult for Staff to determine if they comply with these guidelines. Lighting at a pedestrian scale should be provided on the buildings facing the street and internal walkways. A different product type should be provided for the detached and attached units with garages behind the units, and building entrances facing the street with front/side porches.

3-36. Neighborhood Design: All residential neighborhoods in the Ten Mile interchange area should be developed in consideration of traditional neighborhood design principles and concepts, which pertain to mixed housing stock, architecture and design, streetscapes and streets. Front porches and garages accessed from an alley are usually the standard in residential areas; parking for homes is primarily located behind buildings. Streetscape design relates to the street itself and consists of landscaped parkways with trees between curbs and sidewalks, adjacent sidewalks and front yard spaces and provides public space for street trees, street furniture and view corridors. Other aspects of neighborhood design that contribute to a traditional streetscape are connected network of streets, alleys and sidewalks. Roadways and pedestrian ways are interconnected so that access for pedestrians, cyclists and automobile drivers is direct and convenient and allows traffic to be dispersed through a variety of streets and ways. Narrower streets designed with TND characteristics result in slower moving traffic and provide a safer, more pleasant pedestrian environment and encourages interaction among residents.

As previously noted, usable porches that meet the minimum guidelines are not provided for the single-family attached and detached units as desired. Alley-accessed garages and parking are only provided for the 10 detached units; the other 246 single-family units are all accessed from the street with parking in front of the garages facing the street, which is not desired.

Shorter block lengths and narrower streets help build a greater sense of community. As proposed, these lots are narrow and garage dominated which creates more driveways and less tree-lined streets along the primary streets which is contradictory to TND principles. More alley-loaded homes would enhance the streetscape for this development and ground the front porches to the primary street per the Plan.

3-37. Building Form & Character: Building Facades – Buildings should be designed so that their primary facades relate to active public spaces and pedestrian areas. The primary façade of a structure is that frontage of the building that has been designed and detailed so as to represent the building's most important elevations. The primary façade should always include an entry into the building. Entries should be located so as to provide direct access from adjacent public spaces, primary streets and activity areas. Access from walkways should be uninterrupted by vehicular traffic. Buildings should be located so as to help frame adjacent public spaces and to provide an architectural backdrop for associated passive and active activities. The space between a building façade and the adjacent walkway should be appropriately landscaped with a combination of lawns, groundcover, shrubs and trees.

Access from walkways to the main living areas is only uninterrupted by vehicular traffic for 10 alley-loaded units, as these units have garages accessed from the alleys. The other single-family attached and detached structures are not designed to have the primary façade relate to active pedestrian areas, public spaces, or primary streets due to the orientation of the garages and building entries. Building entries are not the focal point of the homes and the front-loaded garages limit direct pedestrian access from the street because most of the entries are located behind the garages. As noted above, the 8-foot parkways are also diminished due to this design.

Building Heights: Low-rise buildings of 2-4 stories over much of the area is recommended.

A mix of one-story single-family and two-story single-family attached and detached structures are proposed in general conformance to this guideline. This applicant's preference is to have single-story homes along collector and arterial streets to enhance the streetscape.

- **Pitched Roofs:** A mix of flat and pitched roofs are anticipated in the Ten Mile area based on a wide variety of individual buildings. Pitched roofs should be, where possible, symmetrical hips or gables, with a pitch between 4:12 and 12:12 with an overhang of at least 12 inches and a maximum of 2.5'. Roof brackets and rafter tail treatments are encouraged.

All of the roof pitches proposed fall within the desired pitch range. Corbels are depicted some of the concept elevations; rafter tail treatments are encouraged as well as other design elements as noted in the ASM. Staff cannot verify if there is at least 12 inches of overhang for all of the one-story and two-story homes proposed.

3-47. Public Art: Public art should be incorporated into the design of streetscapes, public buildings, parks, transit, infrastructure, and other public projects in the Ten Mile area. Public art should be meaningful and encourage the free flow of ideas and cultural ideologies. Public art should be integrated into either the architectural design or the design of plazas and public spaces associated with a building and should be easily visible to the public (e.g. visible from the street or publicly accessible open spaces rather than interior courtyards).

Public art is not proposed but could be provided in accord with this guideline. If the applicant desires to include public art as part of the development it would qualify as another amenity (1 point).

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; however, the TMISAP takes precedence over the Comprehensive plan (staff analysis in *italics*):

- “With new subdivision plat, require the design and construction of pathways connections, easy pedestrian and bicycle access to parks, safe routes to schools, and incorporation of usable open space with quality amenities.” (2.02.01A)

The Applicant is proposing to construct 10-foot wide multi-use pathways along S. Black Cat Road and Vanguard Way (new collector) in accordance with the Meridian Pathways Master Plan Map. Additionally, a 5-foot wide micro path is proposed on the east side of the site, extending in a north-south direction. The following amenities are proposed: community pool and changing rooms, fenced play structure, swing set, seating benches, climbing dome, climbing rocks, fenced dog park, and two (2) pickleball courts, exceeding the requirements outlined in UDC 11-3G-4.

- “Require all new residential neighborhoods to provide complete streets, consistent with the Transportation and Land Use Integration Plan.” (2.02.01C)

The plat illustrates that all internal local streets within this development are depicted as 27-foot wide street sections with curbs and gutters, allowing parking on only one side. “No Parking” signs shall be

installed on that designated side of the street. The smaller street sections are encouraged in the TMISAP to promote pedestrian movement and access by enhancing connectivity and promoting walking.

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

The proposed 10-foot wide pathways and 5-foot wide micro path provide connectivity to the Mixed Employment developments proposed to the south, the proposed multi-family development (Vanguard Village) to the east, and the future medium-high density development to the north.

- “Continue to develop and implement the desired vision in special areas, areas with specific plans, and along key transportation corridors.” (3.03.01A)

The TMISAP is a form-based specific area plan where the design of the built environment is the primary review element. The City’s vision for this area is for all residential to have a Traditional Neighborhood Design. Front porches and alley-loaded garages are the standard and help to create a pedestrian-friendly environment. Streetscapes should relate to the street itself and landscaping with trees between curbs and sidewalks, the adjacent, front yard spaces, and the building frontages. Staff finds that the proposed plat, landscape, and elevations do not align with the City’s vision for this area.

- “Annex lands into the corporate boundaries of the City only when the annexation proposal conforms to the City’s vision and the necessary extension of public services and infrastructure is provided.” (3.03.03)

The Applicant’s design does not align with the Plan; therefore, staff finds it is not in the City’s best interest to annex this property.

- “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.

- “Ensure that new development and subdivisions connect to the pathway system.” (4.04.01A)

The proposed subdivision proposes a 10-foot wide pathway along S. Black Cat Road and Vantage Point Way (new collector) in accordance with the Meridian Pathways Master Plan Map, thereby enhancing connectivity to future developments.

- “Assess and compare response times to adopted standards for identification of additional needed resources.” (4.11.01B)

This project currently falls in an area where emergency personnel don’t have response times that meet NFPA 1710 standards or the current City of Meridian adopted standards. The first due station is Fire Station 2. This fire station is approximately 2.8 miles from the project.

- “Foster a walkable and bikeable community through good site and street design.” (5.01.01A)

The pathways and sidewalks within the development contribute to creating a walkable community. However, the proposed narrower street sections should coincide with shorter block lengths or traffic calming to provide a more compact, diverse, and walkable neighborhood as envisioned by the plan. ACHD is also requiring shorter block lengths or passive traffic calming.

- “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 accordance with

current City plans.

- “Encourage the integration of public art as an integrated component with new development”. (5.03.01B)

Public art is not proposed with this development as emphasized by the TMISAP. Public Art should be included as a fundamental element in new development projects within the TMISAP. This policy suggests a commitment to fostering a visually enriched and culturally vibrant environment by actively encouraging the inclusion of artistic elements as an integral part of the overall development strategy. Public art could be displayed either at the entrance to the subdivision and/or within the large central park proposed in the development.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 35.214 acres of land with an R-15 (Medium-High Density Residential) zoning district which is listed in the Zoning District Compatibility Matrix in the TMISAP as one of the best choices for zoning in the MHDR designation.

A preliminary plat and conceptual building elevations were submitted, included in Section VIII, showing how the property is proposed to be subdivided into 256 building lots and 25 common lots for the development of 10 single-family detached alley-loaded dwellings, 95 single-family attached dwellings & 151 single-family detached dwellings.

The proposed residential use and mix of housing types may be consistent with the MHDR FLUM designation; **however, the proposed density of 7.59 is below the target density of 12 dwelling units per acre. The proposed architectural design does not comply with the TND guidelines in the TMISAP, as discussed above. Development in this area should conform to these guidelines in order to be deemed consistent with the Plan and determine if it is in the City’s best interest to annex this property.**

This property, is surrounded by an existing light industrial development to the west (Black Cat Industrial future residential uses to the north, future multi-family development to the east (Vanguard Village), a future R-15 development to the north (extension of Baraya), and mixed employment (M-E) proposed to the south.

A legal description and exhibit map for the boundary of the property proposed to be annexed is included in Section VIII.A. This property is within the City’s Area of City Impact boundary and within the area governed by the Ten Mile Interchange Specific Area Plan (TMISAP), as discussed above in Section V.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **A DA is not necessary based on staff’s recommendation of denial.**

B. PRELIMINARY PLAT (PP):

A preliminary plat is proposed consisting of 256 [95 single-family attached, 10 alley-loaded, and 151 single-family detached units] building lots and 25 landscape, six (6) common driveways, two (2) alleys, and one (1) non-buildable lot on 33.707-acres of land in the R-15 district. Proposed lots range in size from 2,436 to 5,357 square feet (s.f.) with an average lot size of 3,584 (sf.) The subdivision is proposed to develop in three (3) phases as shown on the preliminary plat in Section VIII.C.

Single-family attached and detached dwellings are listed as a principal permitted use in the R-15 zoning district per UDC [Table 11-2D-2](#). **The proposed plat appears to comply with the R-15 zoning standards.**

Existing Structures/Site Improvements: There are no existing structures on the property that are proposed to be removed upon development.

Dimensional Standards (UDC [Table 11-2D-6](#)): The proposed plat and subsequent development is required to comply with the dimensional standards listed in UDC Table [11-2D-6](#) for the R-15 zoning

district. There is a 2,000 minimum lot size in the R-15 district; each building site is required to be of sufficient size to meet the minimum setbacks for the district.

Access: Access is proposed via the extension of Vantage Point Way, a new collector street, along the southern boundary of the subdivision. Vantage Point Way will extend to the west boundary across Black Cat Road to be extended with the Black Cat Industrial Development (H-2021-0064).

Vantage Point Way should be constructed in accordance with Street Section C (major collector street) in the TMISAP, which requires (2) 11-foot travel lanes, 6-foot bike lanes, 8-foot parkways with streetlights at a pedestrian scale, and minimum 6-foot wide detached sidewalks (see pg. 3-20, 3-22, 3-23). The Applicant proposes a modification of the street section to include 10-foot wide detached sidewalks/pathways in lieu of on-street bike lanes, which is required by ACHD and as set forth in the Meridian Master Pathways Plan.

All streets should be constructed as complete streets as defined in the TMISAP (see pg. 3-19 & 3-20). Prior to submitting the final plat, the Applicant shall coordinate with the property owner to the south and east to construct Vantage Point Way and deed the right-of-way to ACHD. The Applicant should ensure that the intersection of Vantage Point Way and S. Black Road aligns with the entrance of the Black Cat Industrial projects on the west side of S. Black Cat Road.

The Applicant is proposing one (1) curb cut-off of Vantage Point Way, a planned collector street in the TMISAP. In accordance with UDC 11-3A-3 (Access to streets), multiple accesses off an arterial and/or collector roadway shall be restricted. The Applicant has proposed an emergency access only off of Black Cat Road and has included a stub street to the north (Street H) for potential future access. **Staff recommends that the Applicant collaborates with the property owner to the east to consider incorporating a potential stub street on the east side of this site for connectivity to the future Medium-High Density Residential Development, subject to approval by ACHD.**

Common Driveway (UDC [11-6C-3D](#)): Six (6) common driveways are proposed within the development of the site on Lot 42, Block 1, Lot 16, Block 1, Lot 41, Block 2, Lot 33, Block 2, Lot 16, Block, 2, and Lot 23, Block 5. Common driveways are allowed to 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. **A total of four (4) dwelling units are proposed on the south side of driveway for Lot 23, Block 5; the final plat and common driveway exhibit shall be revised to depict a maximum of three (3) units on one (1) side of the driveway as required; or, alternative compliance may be requested as set forth in UDC [11-5B-5](#).**

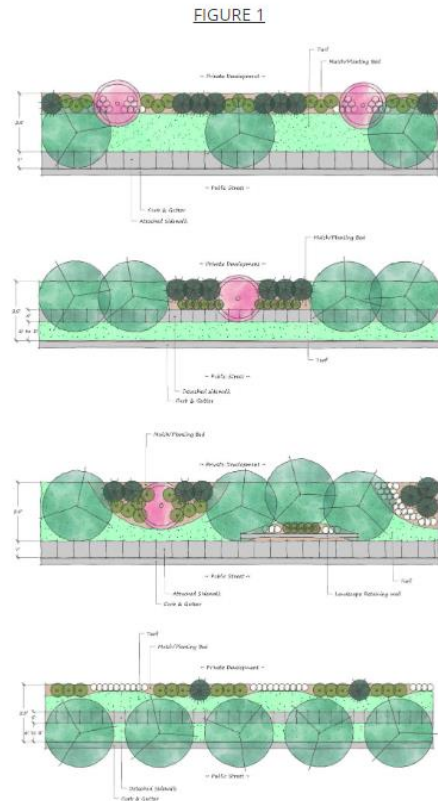
A perpetual ingress/egress easement is required to be filed with the Ada County Recorder for the common driveway, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. **This may be accomplished through the depiction of the easement on the face of the final plat and an accompanying note. If a separate easement is recorded, a copy should be submitted to the Planning Division with the final plat for City Engineer signature.**

Alleys (UDC [11-6C-3B.5](#)): Two (2) 40-foot wide alleys are proposed for access to the single-family detached dwelling units on lots in Block 3 and Block 4. The Alley should be constructed in accord with the standards listed in UDC [11-6C-3B.5](#). **A detail of the alley should be submitted with the final plat that demonstrates compliance with these standards.**

Parking: All single-family attached and detached dwelling units are proposed to have a 2-car garage with a 2-space parking pad consistent with UDC [Table 11-3C-6](#) for 1- to 4-bedroom units; if any units contain more than 4 bedrooms, an additional two (2) spaces are required with at least one (1) of those being an enclosed space. An additional 150 on-street parking spaces (0.5+ per home) are available for residents and guests as shown on the parking exhibit in Section VIII.I. These spaces are located adjacent to common areas and in front of the detached dwelling units and attached dwelling units. **Staff finds that there is not adequate room in front of the attached units for on-street parking with the width**

of the lots vs. the driveways. With the narrow 27-foot wide streets proposed internally, which are desired with the *TMISAP*, parking is only allowed on one side of the street.

Landscaping (UDC 11-3B): A 25-foot wide street buffer is required is required along all arterial streets (i.e. S. Black Cat Road) in residential districts. A 20-foot wide street buffer is required along all collector streets (i.e. Vantage Point Way) a collector street, per UDC [Table 11-2D-7](#), landscaped per the updated standards listed in UDC [11-3B-7C](#). **The proposed buffer along the southern half of Black Cat Road appears to be 20-feet in width and should be 25-feet in width. The 20-foot wide buffer along the new collector street (Vanguard Way) appears to meet the requirements of the UDC code; however, there is a lack of a combination of planters (shrubs and rock mulch) within both of the buffers (refer to the figures below).**



An 8-foot wide parkway with Class II trees is required along all local streets per UDC [Table 11-2D-6](#), landscaped per the standards listed in UDC [11-3B-7C](#).

All common open space areas are required to be landscaped with one deciduous shade tree for every 5,000 square feet of area and include a variety of trees, shrubs, lawn or other vegetative groundcover per UDC [11-3G-5B.3](#). **The landscape plan appears to comply with this requirement.**

There are several existing trees on the south side of this site that will be removed with development. An existing tree inventory and mitigation plan is not included in Section VIII.H. **Mitigation is required to be provided per the standards listed in UDC [11-3B-10C.5](#); calculations demonstrating compliance should be included on the landscape plan submitted with the final plat application.**

Landscaping is required along all pathways per the standards listed in UDC [11-3B-12C](#).

Common Open Space (UDC 11-3G-3): A minimum of 15% qualified open space is required to be provided within the single-family development per [Table 11-3G-3](#) for the R-15 zoning district. Based on 33.707-acres of land, a minimum of 5.06 acres is required to be provided that complies with the standards listed in UDC [11-3G-3B](#).

The exhibit included in Section VIII.F depicts 19.8% (or 6.68 acres) of common open space for the single-family (detached and attached dwelling units) development consisting of one (1) large common area over 5,000 square feet (s.f.) at 60,785 (s.f.), a micro-path that runs along the entire east side of the site; 8-foot wide landscaped parkways along the residential lots; and 10-foot wide pathways running along S. Black Cat Road and the new collector (vantage Point Way). **The collector street buffers do not count toward qualified open space unless they meet the enhanced buffer requirements noted in UDC [11-3G-3B.3](#), which is interpreted to mean buffer landscape materials consistent with entryway corridors listed in UDC [11-3B-7C.3f](#). Additionally, per UDC [11-3G-3B.3](#), one hundred (100) percent of the landscape buffer along collector streets and fifty (50) percent of the landscape buffer along arterial streets that meet the enhanced buffer requirements that follow may count toward the required common open space.**

In order to qualify, common areas should be landscaped per the updated standards listed in UDC [11-3G-4B.3](#); parkways and street buffers should be landscaped per the standards listed in UDC [11-3A-17E](#) and [11-3B-7C](#) [collector buffers must meet the enhanced buffer requirements (i.e. entryway corridor standards) in order to qualify]; stormwater swales that are incorporated into required landscaped areas should comply with the standards listed in UDC [11-3B-11C](#); and linear open space should be landscaped per the requirements in UDC 11-3B.

Site Amenities (UDC [11-3G-4](#)): A minimum of seven (7) points of site amenities are required based on the area of the single-family residential development. Qualified amenities should include features listed in UDC [Table 11-3G-4](#). A 5,000+ s.f. children's playground with a play structure, swings, climbing rocks, a climbing dome, seating benches, within a safe fenced area, two pickle ball courts, a pool house with changing facilities and restrooms, and a fenced dog park (15 points) is proposed which meets the minimum standard. The provision of public art, as recommended, will also qualify as an amenity (1 point). **The 10-foot wide regional pathways along Black Cat Road and Vanguard Way consist of approximately 2,500 linear feet. Additionally, the 5-foot micro-pathway running north and south on the east side of the property spans approximately 1,000 linear feet. Combined, the proposed pathways total (4 points).** Required sidewalks adjacent to public right-of-way do not qualify. **Overall, the proposed amenities exceed the minimum standards.**

Pathways: The Pathways Master Plan depicts multi-use pathways on this site along S. Black Cat Road and Vantage Point Way. The pathways shall be constructed in accordance with UDC 11-3A-8 and 11-3B-12. **A 14-foot wide public use easement for all multi-use pathways shall be submitted to the Planning Division prior to submittal for City Engineer's signature on the final plat(s).**

Sidewalks ([11-3A-17](#)): A 5-foot wide detached sidewalks are required along local streets within the development along with 8-foot parkways consistent with ACHD and the TMISAP. **The plans appear to comply with this requirement. Additionally, the common driveway located at the southwest corner of the development should incorporate a sidewalk adjacent to the 5-foot landscape buffer connecting to the 10-foot wide pathway along S. Black Cat Road to enhance walkability within the neighborhood.**

Fencing ([11-3A-7](#)): Fencing should comply with the standards listed in UDC 11-3A-7. Six-foot tall solid vinyl fencing is proposed around the west, north, east, and south perimeter boundaries of the subdivision and on shared lot lines between building and common lots that are visible from the public street, as shown on the landscape plan. A 5' tall open vision iron fence is proposed around the children's playground area, pool, and dog park. A black chain link fence is proposed around the pickleball courts as shown on the picture in the narrative. **All proposed fencing on the landscape plan appears to comply with the UDC.**

Lighting (UDC [11-3A-11](#)): All proposed lighting shall meet the standards set forth in this title.

Waterways: The Marvin Lateral courses along the north and east boundaries of this site. Nampa Meridian Irrigations District's easement for the Marvin Lateral at this location is a minimum of thirty-

five feet (35') total, ten feet (10') left and twenty-five feet (25') right facing downs stream. The Applicant is working with the irrigation district to obtain a license agreement. **Per UDC 11-3A-6, the irrigation lateral intersecting, crossing or lying within the area being developed, shall be piped, or otherwise covered.**

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

Pressurized Irrigation System (UDC 11-3A-15): Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15.

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: Conceptual building elevations were submitted for the proposed structures within the development as shown in Section VIII.J. Six (6) elevations were submitted for the 1-story and 2-story attached and detached dwelling units. Building materials consist of mix of board & batten siding, horizontal lap siding with fiber cement panel accents, limited shake, and some stone. An elevation was not submitted for the pool changing rooms/bathrooms.

The proposed elevations are *not* approved and should be revised to incorporate traditional neighborhood design elements as set forth in the TMISAP, as noted above in Section V, and in the Architectural Standards Manual (ASM).

Certificate of Zoning Compliance Review: A CZC application(s) is required to be submitted for the for the pool changing rooms/bathrooms building within the development.

Design Review: A design review application(s) is required to be submitted for all single-family attached structures within the development. **Final design of all structures should comply with the standards for single-family residential design listed in the Architectural Standards Manual (ASM) and the traditional neighborhood design guidelines in the Ten Mile Interchange Specific Area Plan (TMISAP) for the MHDR FLUM designation (see the Application of Design Elements table on pg. 3-49).**

VII. DECISION

A. Staff:

Staff recommends denial of the proposed annexation and preliminary plat as the proposed project does not align the purpose and intent of the TMISAP, as outlined in the analysis in Section V in accordance with the Findings in Section X.

B. The Meridian Planning & Zoning Commission heard these items on February 1, 2024. At the public hearing, the Commission moved to recommend denial of the subject Annexation and Preliminary Plat requests.

1. Summary of Commission public hearing:

- a. In favor: Hethe Clark
 - 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: Bill Parsons, Planning Supervisor
- #### 2. Key issue(s) of public testimony:
- a. None

3. Key issue(s) of discussion by Commission:
 - a. Meeting the target density for the project.
 - b. Does the Annexation request before the City fit the vision of the community and what the City is trying to accomplish?
 - c. The spirit of the TMISAP is to provide something different, not the same characteristics as you find everywhere else in the City.
 - b. The project lacks the design elements required within the TMISAP.
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 March 12, 2024. At the public hearing, the Council moved to approve the subject Annexation and Preliminary Plat requests.

1. Summary of the City Council public hearing:
 - a. In favor: Hethe Clark, Representative for Applicant
 - b. In opposition: None
 - c. Commenting: Hethe Clark, Representative for Applicant; Laurie Billaud; Christy Inselman, ACHD
 - d. Written testimony: None
 - e. Staff presenting application: Stacy Hersh, Associate Planner
 - f. Other Staff commenting on application: Bill Parsons, Planning Supervisor
2. Key issue(s) of public testimony:
 - a. Growth and expansion of Meridian
3. Key issue(s) of discussion by City Council:
 - a. The application is not required to satisfy every goal outlined in the TMISAP, but it must meet the overall intent and vision of the TMISAP.
 - b. The density proposed by the Applicant for this project appears appropriate, especially considering the multi-family development proposed directly to the east, which consists of over 500 units.
 - c. The mix of housing units proposed by the Applicant is well-suited to this area and offers usable backyard space desired by home buyers.
 - d. Is this the right project at the right place and at the right time for this area in Meridian?
 - e. Density was intentionally planned in the TMISAP near employment centers and transportation.
4. City Council change(s) to Commission recommendation:
 - a. Council has moved to approve the application subject to the Conditions of Approval and Findings, which will be presented for formal approval on April 2, 2024.

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Avani Annexation Description

BASIS OF BEARING for this description is N. 0°43'00" E., between a brass cap marking the 1/4 corner common to Sections 15 and 16 and an aluminum cap marking the northwest corner of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of the NW1/4 of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at an aluminum cap marking the 1/4 corner common to Sections 15 and 16;

Thence N. 0°43'00" E., coincident with the west line of said SW1/4 of the NW1/4 and the centerline of S. BlackCat Road, 1319.36 feet;

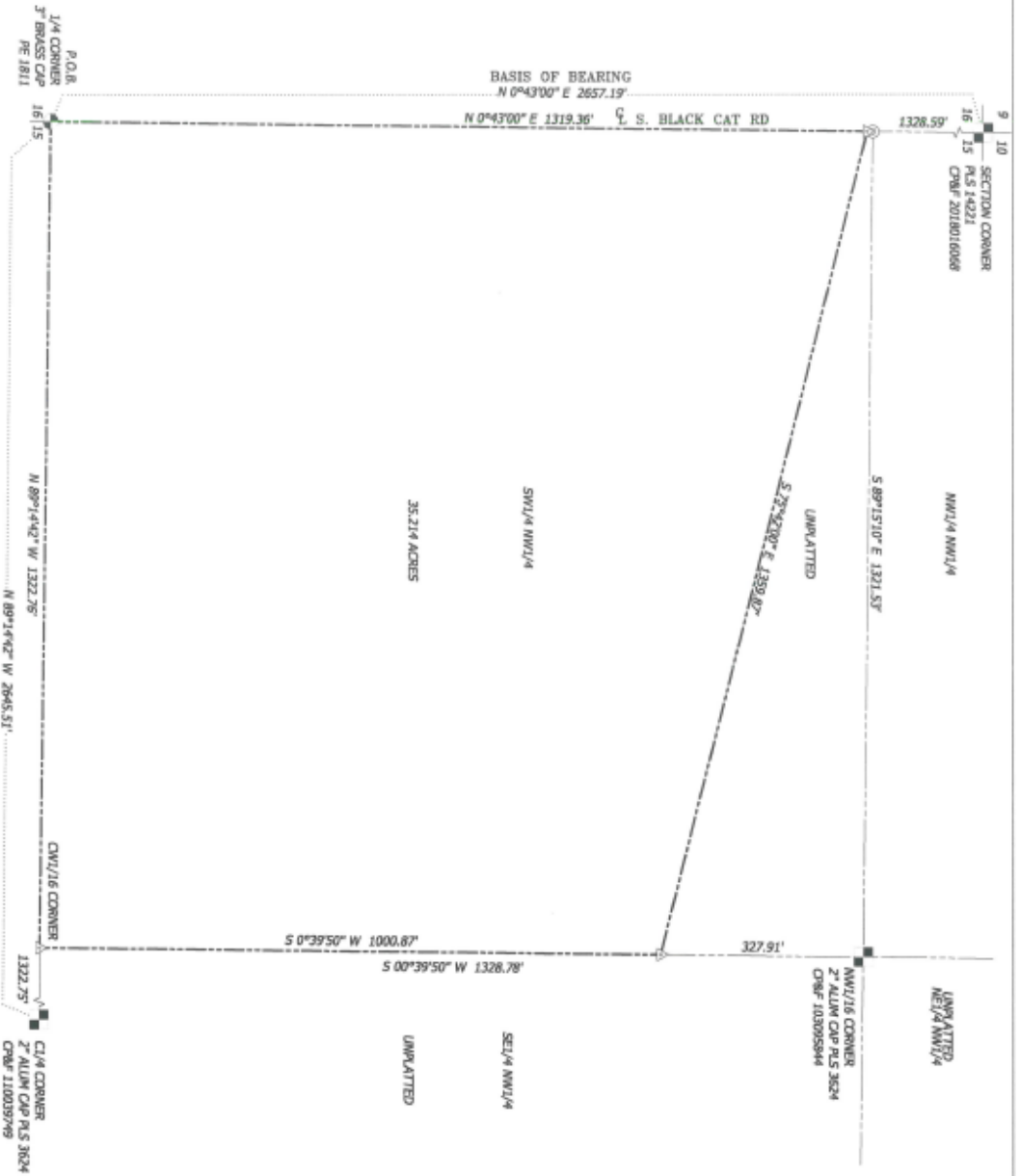
Thence leaving said west line and said centerline, S. 75°42'00" E., 1359.87 feet to the east line of said SW1/4 of the NW1/4;

Thence S. 0°39'50" W., coincident with said east line, 1000.87 feet to the SE corner of said SW1/4 of the NW1/4 (CW1/16 corner);

Thence N. 89°14'42" W., coincident with said south line, 1322.76 feet to the **POINT OF BEGINNING**.

The above described parcel contains 35.214 acres more or less.





PROJECT:
 AVANI ANNEXATION EXHIBIT
 SW1/4, NW1/4, SECTION 15
 T. 3 N., R. 1 W., B.M.
 ADA COUNTY, IDAHO

OWNER/DEVELOPER:
 CONGER
 MANAGEMENT GROUP
 DATE: 8/2023

2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 P: (208) 398-8104
 F: (208) 398-8105
 WWW.SAWTOOTHLS.COM

DWG #
 123135-EX
 PROJECT #
 123135
 SHEET
 1 OF 1

B. Preliminary Plat Legal Description and Exhibit Map



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Avani Boundary Description

BASIS OF BEARING for this description is N. 0°43'00" E., between a brass cap marking the 1/4 corner common to Sections 15 and 16 and an aluminum cap marking the northwest corner of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of the NW1/4 of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap marking the 1/4 corner common to Sections 15 and 16;

Thence S. 89°14'42" E., coincident with the south line of said SW1/4 of the NW1/4, a distance of 50.00 feet to the **POINT OF BEGINNING**;

Thence leaving said south line, N. 0°43'00" E., parallel with the west line of said SW1/4 of the NW1/4, a distance of 1307.31 to the northerly property line of the parcel shown on Record of Survey No. 11965 of Ada County records;

Thence S. 75°42'00" E., coincident with said northerly line, 1308.43 feet to the east line of said SW1/4 of the NW1/4;

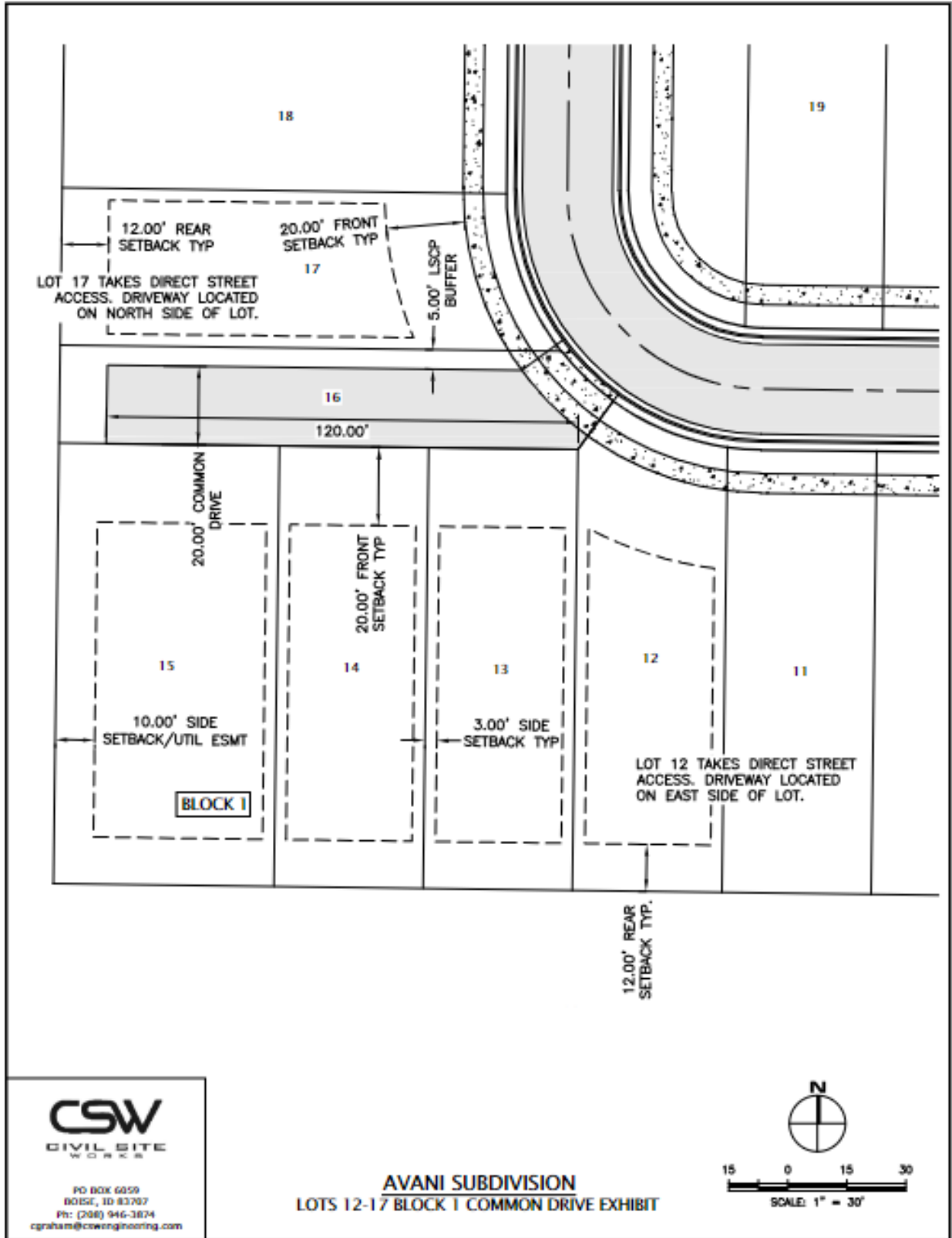
Thence S. 0°39'50" W., coincident with said east line, 1000.87 feet to the SE corner of said SW1/4 of the NW1/4 (CW1/16 corner);

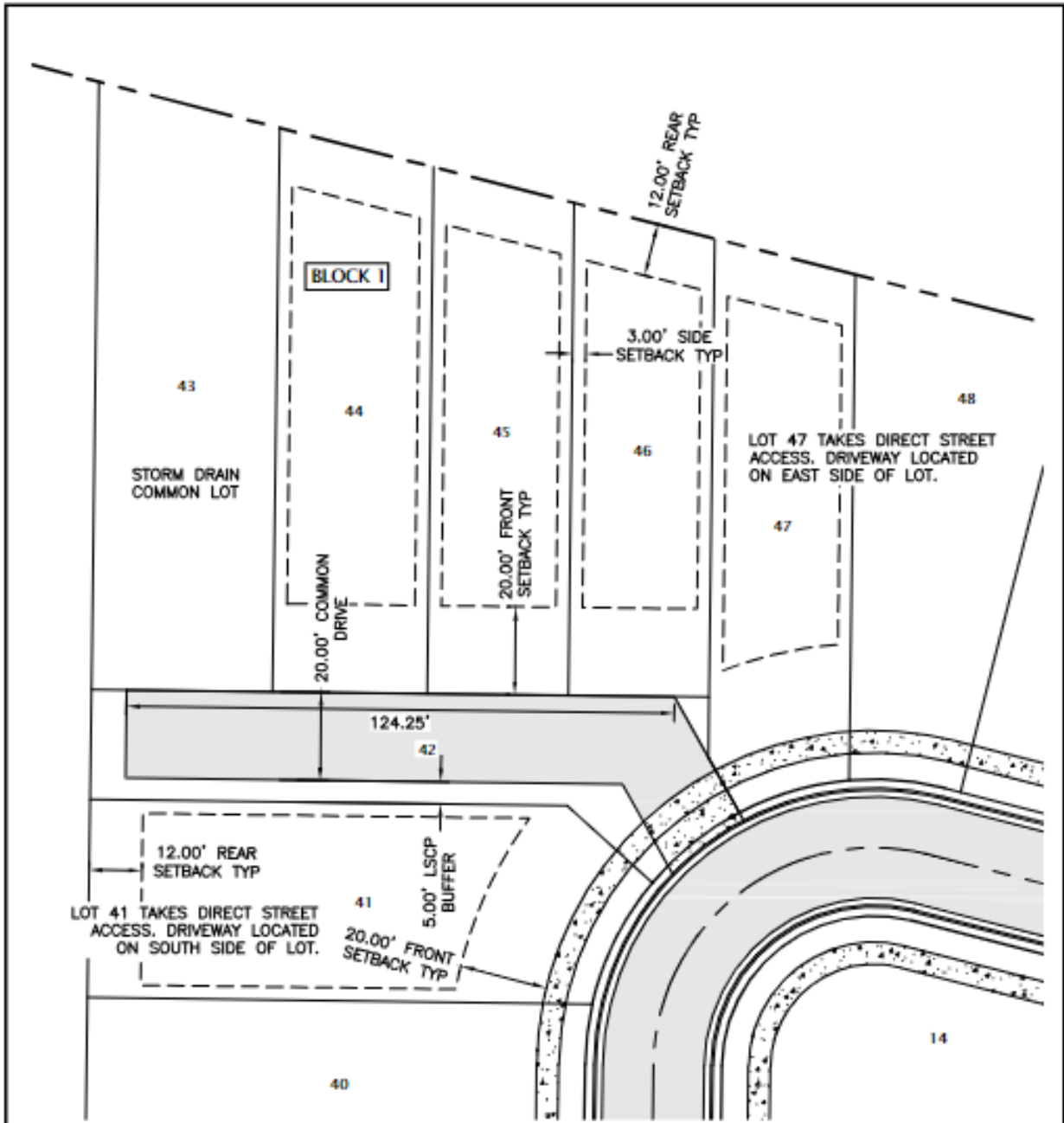
Thence N. 89°14'42" W., coincident with said south line, 1272.76 feet to the **POINT OF BEGINNING**.

The above described parcel contains 33.707 acres more or less.



D. Common Drive Exhibit —*NOT APPROVED*

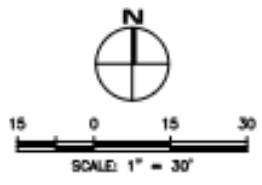


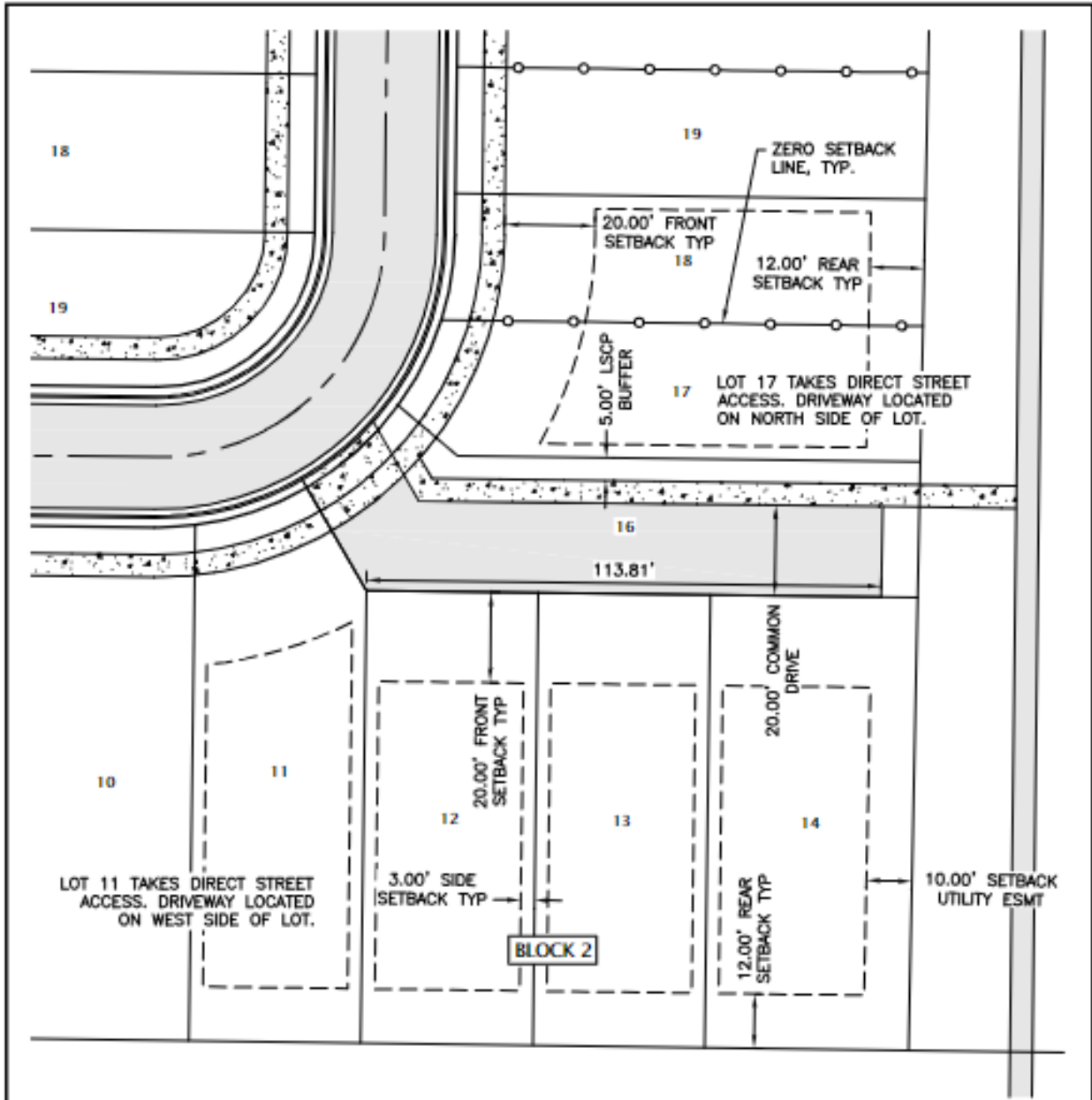


CSW
 CIVIL SITE
 WORKS

PO BOX 6059
 BOISE, ID 83707
 Ph: (208) 946-3874
 cgraham@csengineering.com

AVANI SUBDIVISION
 LOT 41-47 BLOCK I COMMON DRIVE EXHIBIT

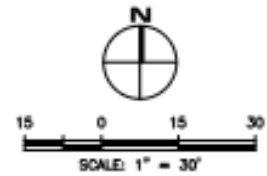


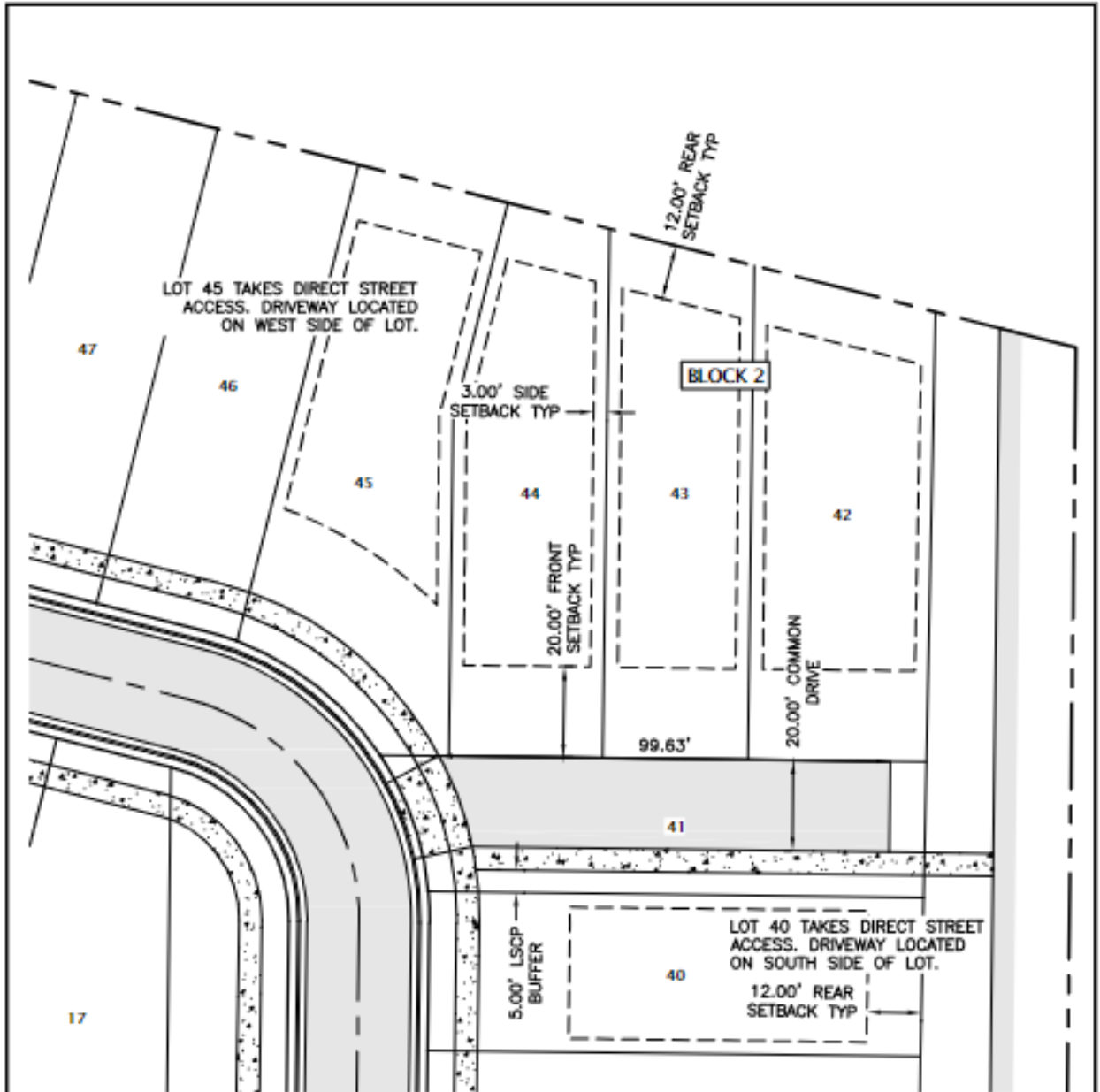


CSW
CIVIL SITE
WORKS

PO BOX 6059
BOISE, ID 83707
Ph: (208) 946-3874
cgraham@cswworking.com

AVANI SUBDIVISION
LOTS 11-17 BLOCK 2 COMMON DRIVE EXHIBIT

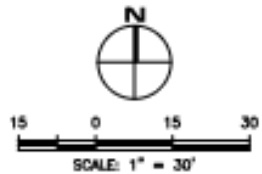


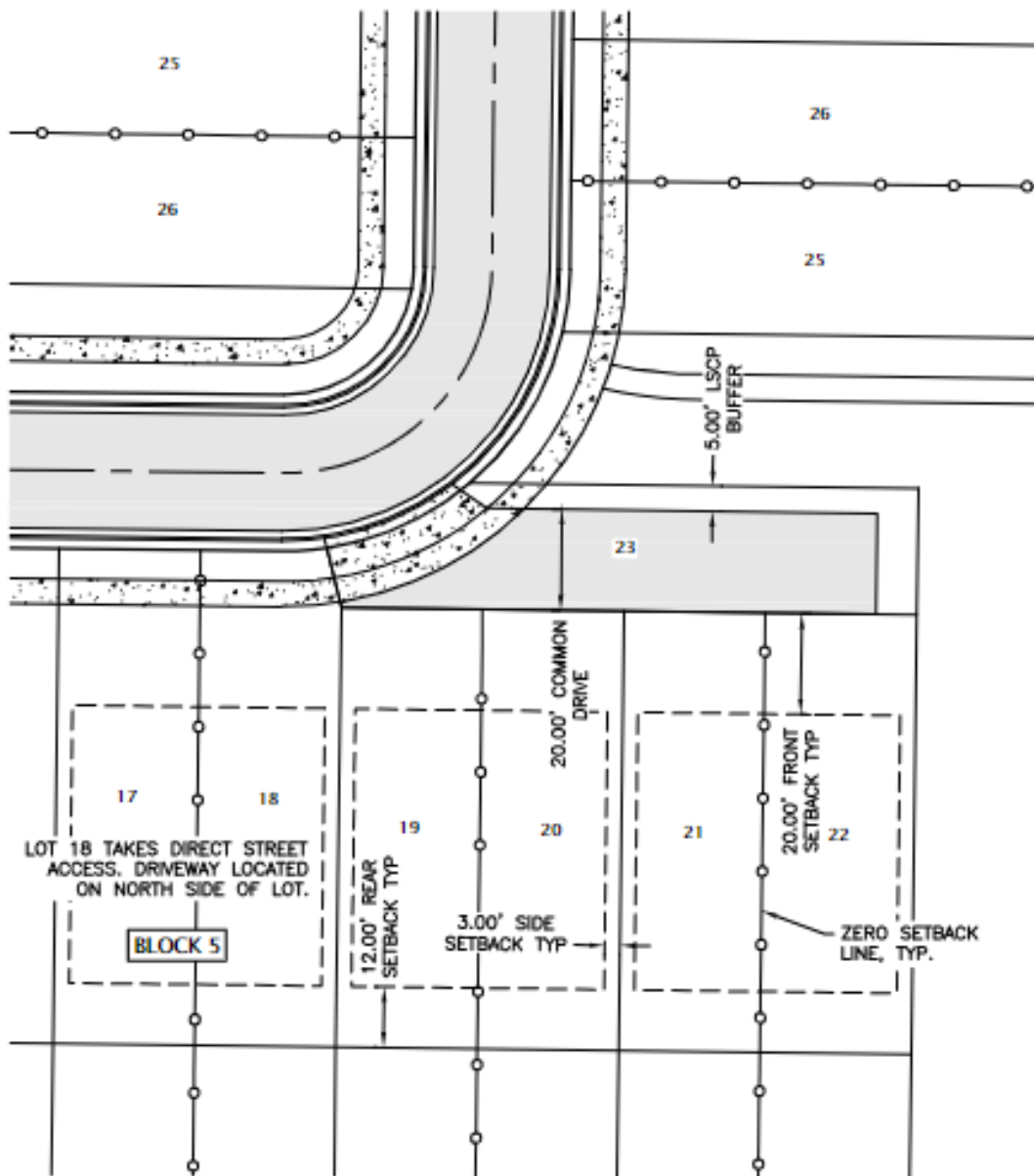


CSW
CIVIL SITE
WORKS

PO BOX 6059
BOISE, ID 83707
Ph: (208) 946-3824
cgraham@csweenginc.com

AVANI SUBDIVISION
LOT 40-45 BLOCK 2 COMMON DRIVE EXHIBIT

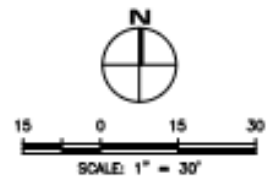




CSW
 CIVIL SITE
 WORKS

PO BOX 6059
 BOISE, ID 83707
 Ph: (208) 946-3874
 cgraham@cswwengineering.com

AVANI SUBDIVISION
LOTS 17-23 BLOCK 5 COMMON DRIVE EXHIBIT



E. Landscape Plan – Preliminary Plat (dated: 10/19/2023) —NOT APPROVED



AVANI SUBDIVISION
PRELIMINARY PLAT LANDSCAPE PLAN
MERIDIAN, ID

CIVIL ENGINEER
DORRIS CHAMPA, P.E.
DORRIS CHAMPA & ASSOCIATES, INC.
100 W. 2ND ST.
BOISE, IDAHO 83720
(208) 333-1874

DEVELOPER
JACQUELYNNE LEE
100 W. 2ND ST.
BOISE, IDAHO 83720
(208) 333-1874



F. Common Open Space Exhibit & Calculations



AVANI PLACE

Qualified Open Space Calculations

Project: Avani Neighborhood

Date: 10.19.2023

Block	Lot	Sqft Open Space	Dimensions	Description	Code Section
1	29	61,515		Arterial/Collector Frontage	C,D
1	30	40,674		Arterial/Collector Frontage	C,D
1	61	2,664		End Cap	E
2	1	21,107		Collector Frontage	C
2	15	33,213		Linear Park and Pathway	A,B
2	33	3,276		Pathway	B
2	58	2,114		End Cap	E
3	1	2,350		End Cap	E
3	7	2,350		End Cap	E
3	13	3,077		End Cap	E
3	19	3,912		End Cap	E
4	1	2,350		End Cap	E
4	7	2,350		End Cap	E
4	18	7,021		End Cap	E
5	12	5,251		End Cap	B
5	24	61,500		Main Park	A
5	36	4,128		End Cap	E
5	54	4,258		End Cap	E
5	59	3,112		End Cap	E
6	1	4,407		End Cap	E
6	14	7,566		End Cap	E
7	1	3,878		End Cap	E
7	8	2,609		End Cap	E
7	18	6,120		End Cap	E
Subtotals			Acres	Percent of Total	
Total Sqft		291,415	6.68996786		
Qualified Open Space Ac.		6.69			
Total Project Acres		33.71			
Non-Qualifying Open Space		1.04			
Percent of Qualified Open Space		19.85%			

AVANI PLACE

Arterial and Collector Frontage	123,296	2.83	42.31%
Buffers & Endcaps	69,517	1.60	23.85%
Hillside	0	0.00	0.00%
"Useable"	97,989	2.25	33.63%
	582,217		

	Code Section	Description
A	11 3G 3A 2B	Open grassy area of at least 5,000' in area.
B	11 3G 3B 1E	Linear open space area that is at least twenty feet (20') and up to fifty feet (50'), has an access at each end, and is improved and landscaped as set forth in subsection E of this section.
C	11 3G 3B 3	Full Area of Buffer: The full area of the landscape buffer along collector streets may count toward the required common open space.
D	11 3G 3B 3	Percentage of Buffer: Fifty percent (50%) of the landscape buffer along arterial streets may count toward the required common open space.
E	11 3G 3B 4	Parkways Along Collector and Local Residential Streets: Parkways along local residential streets that meet all the following standards may count toward the common open space requirement:

G. Site Amenities

Proposed Amenities:

- **Large Central Park** - The one and a half-acre park will contain the following recreation facilities:
 - Community Pool and Changing Rooms
 - Fenced Play Structure
 - Swing Set
 - Seating Benches
 - Climbing Dome
 - Climbing Rocks
 - Attractive Landscaping
 - Fenced Dog Park
 - 2 Pickle Ball Sports Courts



- **Pathways** – The Avani Neighborhood will include the following pedestrian pathways:
 - 5' Wide Pedestrian Pathway on the east side of the project running North and South for approximately 1,000 L.F.
 - 10' Regional Pathways will be constructed along Black Cat Road and Vantage Point Way for approximately 2,500 L.F.

Pedestrian pathways within the Avani Place Neighborhood will total over one half mile in length.



H. Pedestrian Connectivity Exhibit



J. Conceptual Building Elevations

STREET SCENE ALLEY



Single-Family Attached



AVANI PLACE



Single-Family Detached



AVANI PLACE



Troon



AVANI PLACE



STREET SCENE

TWO-STORY HOMES

MESA

SEDONA

BILTMORE



NOTE:
ALL TREES ARE "CENTERED" ON PROPERTY LINES.
HOUSES ARE SHOWN ACCURATELY FOR PROPERTY
BOUNDARIES & SETBACKS.

STREET SCENE

SINGLE-STORY HOMES

BISBEE

TROON



NOTE:
ALL TREES ARE "CENTERED" ON PROPERTY LINES.
HOUSES ARE SHOWN ACCURATELY FOR PROPERTY
BOUNDARIES & SETBACKS.

FRONT ELEVATION
SCALE: 1/8\"/>

RIGHT ELEVATION
SCALE: 1/8\"/>

LEFT ELEVATION
SCALE: 1/8\"/>

REAR ELEVATION
SCALE: 1/8\"/>

KEYNOTES	
○	CONCRETE TO JOINT
○	PAVING TO JOINT
○	FINISH TO JOINT
○	BLIND TO FINISH TO JOINT
○	CONCRETE TO JOINT
○	Mark

POOL HOUSE

COURTESY ELEVATION SHED

CEDAR CREEK
ARCHITECTURAL DESIGN
1000 10TH AVENUE S.W.
DENVER, CO 80202
(303) 733-1100

IX. CITY/AGENCY COMMENTS & CONDITIONS (During the March 12, 2024 hearing, City Council directed Staff to prepare the conditions of approval for the scheduled hearing on April 2, 2024.)

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 consistent with the preliminary plat, phasing plan, landscape plan, qualified open space, and qualified site amenities (i.e. A 5,000+ s.f. children's playground with a play structure, swings, climbing rocks, a climbing dome, seating benches, within a safe fenced area, two pickleball courts, a pool with changing facility and restrooms, and a fenced dog park), and conceptual building elevations included in Section VIII as proposed and the provisions contained herein.
- b. The Applicant may deed the Vanguard Way right-of-way to ACHD prior to the submittal of the first phase of a final plat.
- c. A Design Review application shall be submitted and approved for the proposed single-family attached homes prior to submittal of a building permit application. The Applicant shall comply with the design standards listed in the *Architectural Standards Manual* and the Development Agreement. The single-family attached and detached structures are not required to incorporate porches along 30% of the front facades, with the exception of the ten (10) alley-loaded homes. Additionally, front-loaded 2-car garages are not required to be 20 feet behind the primary façade or designed with two (2) separate garage doors.
- d. The rear and/or side of structures on lots that face S. Black Cat Road. (i.e. **Lots 17-43, Block 1**) and the new collector Road (Vanguard Way) (i.e. **Lots 1-15, Block 1 and 2-14, Block 2**) shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement. Requires Planning Approval prior to issuance of building permits.*
2. The final plat shall include the following revisions:
- a. Include a note prohibiting direct access via S. Black Cat Road and Vanguard Way.
- b. Depict street sections for Vanguard Way consistent with Street Section C in the TMISAP with a modification that allows (3) 11-foot travel lanes, 8-foot parkways and detached 10-foot wide sidewalks/pathways in lieu of on-street bike lanes as required by ACHD. Streetlights are required at a pedestrian scale, unless another alternative is approved (see pg. 3-20, 3-22, 3-23).
- c. Depict a maximum of three (3) dwelling units on one (1) side of the common driveway on Lot 23, Block 5 in accordance with UDC *11-6C-3D.1*; or, alternative compliance may be requested as set forth in UDC *11-5B-5*.

extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of this title.

B. PUBLIC WORKS

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=313340&dbid=0&repo=MeridianCity&cr=1>

C. FIRE DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=313343&dbid=0&repo=MeridianCity>

D. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=315460&dbid=0&repo=MeridianCity>

E. POLICE DEPARTMENT

No comments were submitted.

F. PARK'S DEPARTMENT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=313341&dbid=0&repo=MeridianCity>

G. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=315577&dbid=0&repo=MeridianCity>

H. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=313402&dbid=0&repo=MeridianCity>

I. WEST ADA SCHOOL DISTRICT (WASD)

No comments were submitted.

J. ADA COUNTY HIGHWAY DISTRICT (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=317398&dbid=0&repo=MeridianCity>

K. SCHOOL IMPACT TABLE (COMMUNITY DEVELOPMENT)

No comments were submitted.

L. DEPARTMENT OF ENVIRONMENT QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=314802&dbid=0&repo=MeridianCity>

M. COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO (COMPASS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=322170&dbid=0&repo=MeridianCity>

X. FINDINGS (THIS SECTION OF THE STAFF REPORT HAS BEEN REVISED TO COMPORT WITH CITY COUNCIL'S ACTION ON 3/12/24).

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;
Council finds the Applicant's request to annex the subject property with R-15 zoning and develop a mix of single-family attached and detached dwellings meets the "general intent" of the comprehensive plan (including the TMISAP) and the requirements outlined in the UDC Code.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
Council finds the map amendment complies with the R-15 district regulations.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
Council finds the proposed map amendment will not be detrimental to the public health, safety and welfare.
4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and
Council finds City services are available to be provided to this development.
5. The annexation (as applicable) is in the best interest of city.
Council finds annexation is in the best interest of the City because the proposed development provides a mix of housing options.

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)
Council finds the proposed plat is generally in conformance with the comprehensive plan (including the TMISAP) and consistent with the UDC.
2. Public services are available or can be made available and are adequate to accommodate the proposed development;
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;

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;

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

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

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

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



AGENDA ITEM

ITEM TOPIC: Resolution No. 24-2461: A Resolution Vacating the 5-foot-wide Side Yard Utility Easement Along the North Side of Lot 15, Block 6 of Pine 43 Subdivision No. 3, Being More Particularly Described in Exhibit "A"; and Providing an Effective Date

CITY OF MERIDIAN

RESOLUTION NO. 24-2461

BY THE CITY COUNCIL:

**CAVENER, LITTLE ROBERTS, OVERTON,
STRADER, TAYLOR, WHITLOCK**

A RESOLUTION VACATING THE 5-FOOT-WIDE SIDE YARD UTILITY EASEMENT ALONG THE NORTH SIDE OF LOT 15, BLOCK 6 OF PINE 43 SUBDIVISION NO. 3, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 11, 2024 the City Council of the City of Meridian held a hearing on the vacation of the 5-foot-wide side yard utility easement along the north side of Lot 15, Block 6 of Pine 43 Subdivision No. 3; and

WHEREAS, after such hearing, the City Council, by formal motion, did approve said described vacation; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN CITY, IDAHO:

Section 1. That the 5-foot-wide side yard utility easement along the north side of Lot 15, Block 6 of Pine 43 Subdivision No. 3, as fully described in Exhibit “A,” is hereby vacated.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

Passed by the City Council of the City of Meridian, Idaho, this 25th day of June, 2024.

Approved by the Mayor of the City of Meridian, Idaho, this 25th day of June, 2024.



Exhibit "A"

Pine 43 Subdivision No. 3 – Lot 15, Block 6
Partial Easement Vacation Legal Description

December 7, 2023

J-U-B FAMILY OF COMPANIES

A tract of land being a portion of Lot 15 of Block 6 as shown on the Plat of Pine 43 Subdivision No. 3 recorded in Book 124 of Plats at Pages 19755 through 19763, Ada County Records, situate in the east half of the northwest quarter of Section 8 Township 3 North, Range 1 East, Boise Meridian, City of Meridian, County of Ada, State of Idaho, and being more particularly described as follows:

Commencing at 1/2-inch rebar marking the southwesterly corner of said Lot 15; thence from said Point of Commencement, coincident with the respective westerly and northerly lines of said Lot 15, the following two (2) consecutive courses and distances:

1. North 00°33'12" East, a distance of 35.00 feet to a 1/2-inch rebar marking the northwesterly corner of said Lot 15, and
2. South 89°41'51" East, a distance of 10.00 feet to the **Point of Beginning** of this description;

thence from said **Point of Beginning**, continuing South 89°41'51" East, coincident with said northerly line, a distance of 90.00 feet; thence leaving said northerly line, the following three (3) consecutive courses and distances:

1. South 00°33'12" West, a distance of 5.00 feet to a point on a line lying 5.00-feet southerly of and parallel with the northerly line of said Lot 15,
2. North 89°41'51" West, coincident with said parallel line, a distance of 90.00 feet, and
3. North 00°33'12" East, a distance of 5.00 feet to the **Point of Beginning**.

Containing an area of 450 square feet of land, more or less.

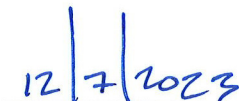
The above-described tract of land is shown on Exhibit "B" attached hereto and made a part hereof.

End of Description.

J-U-B ENGINEERS, Inc.

This description was prepared by me or under my supervision. If any portion of this description is modified or removed (including, but not limited to, the graphic portion shown on the attached Exhibit "B") without the written consent of Timothy Harrigan, PLS, all professional liability associated with this document is hereby declared null and void.


Timothy Harrigan, PLS 17665


Date



ALLEY

E. DRUCKER STREET

LOT 1

L1

POB

S89°41'51"E 90.00'

L3

N89°41'51"W 90.00'

5'

L2

35.00'
N00°33'12"E

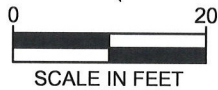
LOT 15
BLOCK 6

POC

PINE 43 SUBDIVISION NO. 3
(BK 124 OF PLATS, PGS 19755-19763)



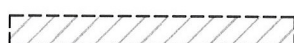


LOT 14

N. MEADOWGLEN AVENUE



LINE TABLE		
NO.	BEARING	DIST.
L1	S89°41'51"E	10.00'
L2	S00°33'12"W	5.00'
L3	N00°33'12"E	5.00'

LEGEND

-  - LOT LINE
-  - ADJOINER PROPERTY LINE
-  - PARTIAL EASEMENT VACATION AREA:
450± SQUARE FEET OF LAND
-  - FOUND MONUMENT
-  - DIMENSION POINT
- POC - POINT OF COMMENCEMENT
- POB - POINT OF BEGINNING



Timothy Harrigan
12/7/2023

EXHIBIT "B"



**PINE 43 SUBDIVISION NO. 3
PARTIAL EASEMENT VACATION**

SITUATE IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, T3N, R1E, BOISE MERIDIAN, CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO

SHEET
1 OF 1



AGENDA ITEM

ITEM TOPIC: Resolution No. 24-2460: A Resolution of the City Council of the City of Meridian to Amend City of Meridian Standard Operating Policy 9.8, Regarding Grant Management; and Providing an Effective Date

CITY OF MERIDIAN

RESOLUTION NO. 24-2460

BY THE CITY COUNCIL:

**CAVENER, LITTLE ROBERTS, OVERTON,
STRADER, TAYLOR, WHITLOCK**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDIAN TO AMEND CITY OF MERIDIAN STANDARD OPERATING POLICY 9.8 ,REGARDING GRANT MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has authority over the policies of the City of Meridian; and

WHEREAS, the City Council finds it in the best interest of the City of Meridian to update the grant management policy to ensure consistent practices pertaining to grant applications and administration of funds received; and

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO:

Section 1. That the City of Meridian Standard Operating Policy no. 9.8, regarding Grant Management, shall be amended as set forth in *Exhibit A* attached hereto.

Section 2. That this resolution shall be in full force and effect immediately upon its passage.

ADOPTED by the City Council of the City of Meridian, Idaho, this 18th day of June, 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this 18th day of June, 2024.

APPROVED:

Robert E. Simison, Mayor

ATTEST:

By: _____
Chris Johnson, City Clerk



City of Meridian
Standard Operating Policy
Number 9.8

Grant Application and Administration Policy

Purpose:

To set forth the City's policy regarding the submission of grant applications and administration of grant funds received.

Policy:

1. Prior to submitting a grant application on behalf of the City, the department submitting such application ("Applicant") shall:
 - a. Obtain approval from Applicant's Department Director, and
 - b. Seek review by the Grant Committee of the proposed grant application and all grant requirements.
2. Volunteers shall not be authorized to submit grant applications on behalf of the City. Only City employees, acting in accordance with this policy and related procedures, shall be authorized to submit grant applications on behalf of the City.
3. Following award of a grant to the City:
 - a. All grant funds received by the City shall be used in accordance with applicable laws and regulations, City policy, and the terms of the grant. Federal grant funds shall be used in accordance with the Uniform Guidance (Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards).
 - b. The Finance Department shall complete all accounting and financial reporting, as required by City policy, the granting entity, and any applicable laws.
 - c. The Applicant shall complete all required administrative tasks associated with the grant (*e.g.*, screening and monitoring any and all contractors and/or subrecipients, operational and performance reporting, data collection, and regulatory compliance).

Authority & Responsibility:

1. The Applicant is responsible for providing the proposed grant application and all supporting documentation, including but not limited to all procurement requirements of the grant, to the Grant Committee for review before submitting the grant application to the granting entity.
2. The Finance Department is responsible for convening the Grant Committee following a request for review, and for conveying the Committee's recommendation to the Applicant following review of the application by the Grant Committee.
3. The Mayor is authorized to make the final decision regarding submission of a grant application and acceptance of grant funding.

4. Department Directors are authorized to sign grant applications.
5. The Mayor is authorized to sign grant applications and any and all agreements with a granting entity.



AGENDA ITEM

ITEM **TOPIC:** Migraine and Headache Awareness Month Proclamation



The Office of the Mayor

P R O C L A M A T I O N

WHEREAS, migraine is the second leading cause of global disability, and notably one of the most disabling for young women under 50 years old; and,

WHEREAS, veterans returning from Iraq and Afghanistan have 2-4 times the incidence of migraine compared to the general population likely due to traumatic brain injury, and post-traumatic headache occurs in up to 92% of military personnel who have sustained mild TBI (Traumatic Brain Injury); and,

WHEREAS, migraine disease impacts all systems of the body with symptoms which can include intense pain, nausea and vomiting, sensitivity to light, sound, smell, and touch, visual disturbances, fatigue, impaired cognitive function and others that can last for 4 to 72 hours on average; and,

WHEREAS, the City of Meridian is committed to recognizing that persons living with migraine disease deserve fair, equal, timely, and affordable access to new and innovative treatments to live their lives to their fullest potential.

THEREFORE, I, Robert E. Simison, proclaim the week of June 2024, as

Migraine & Headache Awareness Month

in the City of Meridian and encourage all citizens to come alongside those in our community who suffer from migraine and headache diseases with support and increasing awareness.

Dated this 25th day of June, 2024

A blue ink signature of Robert E. Simison, written over a horizontal line.

Robert E. Simison, Mayor

Luke Cavener, City Council President
Liz Strader, City Council Vice-President
John Overton, City Council
Anne Little Roberts, City Council
Doug Taylor, City Council
Brian Whitlock, City Council





AGENDA ITEM

ITEM TOPIC: Ordinance No. 24-2055: An ordinance (Avani Neighborhood Subdivision – H-2023-0049) annexing a parcel of land located in the southwest quarter of the northwest quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 35.086 acres of such real property from RUT (Rural Urban Transition) to the R-15 (Medium-High Density Residential) zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.

CITY OF MERIDIAN ORDINANCE NO. 24-2055

**BY THE CITY COUNCIL: CAVENER, LITTLE ROBERTS, OVERTON
STRADER, TAYLOR, WHITLOCK**

AN ORDINANCE (AVANI NEIGHBORHOOD SUBDIVISION – H-2023-0049) ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”; REZONING 35.086 ACRES OF SUCH REAL PROPERTY FROM RUT (RURAL URBAN TRANSITION) TO THE R-15 (MEDIUM-HIGH DENSITY RESIDENTIAL) ZONING DISTRICT; DIRECTING CITY STAFF TO ALTER ALL APPLICABLE USE AND AREA MAPS AS WELL AS THE OFFICIAL ZONING MAPS AND ALL OFFICIAL MAPS DEPICTING THE BOUNDARIES AND THE ZONING DISTRICTS OF THE CITY OF MERIDIAN IN ACCORDANCE WITH THIS ORDINANCE; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE ADA COUNTY ASSESSOR, THE ADA COUNTY TREASURER, THE ADA COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Meridian received a written request from property owner *C4 Land, LLC* to annex and rezone the land described in the legal descriptions attached hereto as Exhibit “A” and the maps attached hereto as Exhibit “B” (“Subject Property”), which exhibits are incorporated herein by reference;

WHEREAS, the Subject Property is contiguous to the corporate limits of the City of Meridian, Idaho;

WHEREAS, the City of Meridian is authorized by Idaho Code section 50-222(2) to annex the Subject Property;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO:

SECTION 1. That the City Council of the City of Meridian hereby annexes the Subject Property.

SECTION 2. That the City Council of the City of Meridian hereby rezones 35.086 acres of such real property from RUT (Rural Urban Transition) to the R-15 (Medium-High Density Residential) Zoning Districts.

SECTION 3. That City Staff is hereby directed to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance.

SECTION 4. That the City Clerk is hereby directed to file a certified copy of this ordinance and its exhibits with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, within ten (10) days following the effective date of this ordinance.

SECTION 5. That all ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect upon publication, in accordance with law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, this _____ day of _____, 2024.

APPROVED BY THE MAYOR OF THE CITY OF MERIDIAN, IDAHO, this _____ day of _____, 2024.

MAYOR ROBERT E. SIMISON

ATTEST:

CHRIS JOHNSON, CITY CLERK

STATE OF IDAHO,)
) ss:
County of Ada)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert E. Simison** and **Chris Johnson** known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

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

(SEAL)

Notary Public
Commission Expiration: _____

CERTIFICATION OF SUMMARY:

William L.M. Nary, City Attorney of the City of Meridian, Idaho, hereby certifies that the summary below is true and complete and upon its publication will provide adequate notice to the public.

William L. M. Nary, City Attorney

SUMMARY OF CITY OF MERIDIAN ORDINANCE NO. 24-2055

An ordinance (Avani Neighborhood Subdivision – H-2023-0049) annexing a parcel of land located in the southwest quarter of the northwest quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 35.086 acres of such real property from RUT (Rural Urban Transition) to the R-15 (Medium-High Density Residential) zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date. A full text of this ordinance is available for inspection at City Hall, City of Meridian, 33 East Broadway Avenue, Meridian, Idaho. This ordinance shall be effective as of the date of publication of this summary.

[Publication to include map as set forth in Exhibit B.]

EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Avani Annexation Description

BASIS OF BEARING for this description is N. 0°43'00" E., between a brass cap marking the 1/4 corner common to Sections 15 and 16 and an aluminum cap marking the northwest corner of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of the NW1/4 of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at an aluminum cap marking the 1/4 corner common to Sections 15 and 16;

Thence N. 0°43'00" E., coincident with the west line of said SW1/4 of the NW1/4 and the centerline of S. BlackCat Road, 1319.36 feet;

Thence leaving said west line and said centerline, S. 75°42'00" E., 1359.87 feet to the east line of said SW1/4 of the NW1/4;

Thence S. 0°39'50" W., coincident with said east line, 1000.87 feet to the SE corner of said SW1/4 of the NW1/4 (CW1/16 corner);

Thence N. 89°14'42" W., coincident with said south line, 1322.76 feet to the **POINT OF BEGINNING.**

The above described parcel contains 35.214 acres more or less.

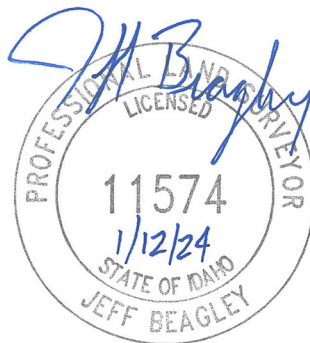
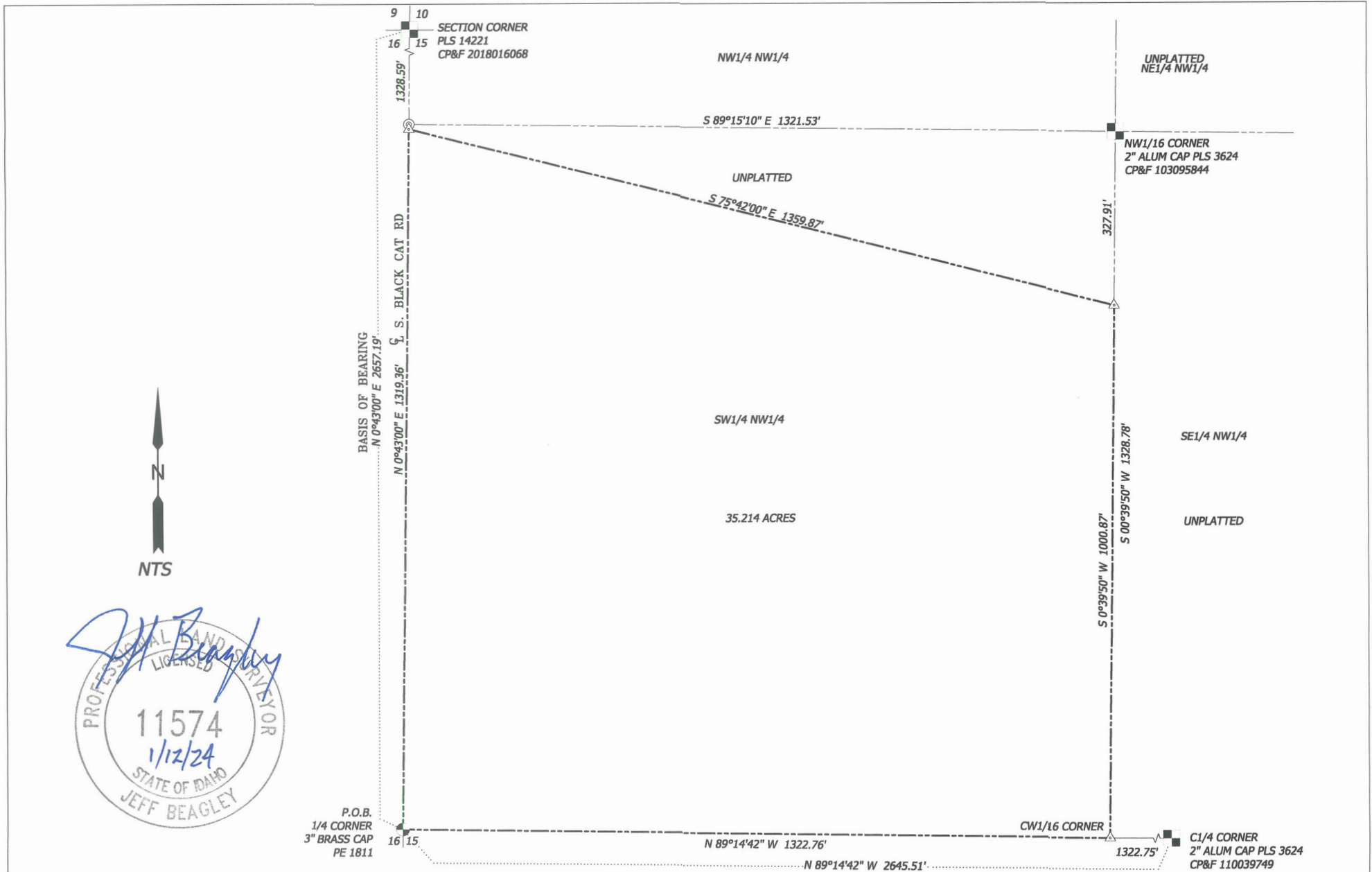



EXHIBIT B



PROJECT: AVANI ANNEXATION EXHIBIT SW1/4, NW1/4, SECTION 15 T. 3 N., R. 1 W., B.M. ADA COUNTY, IDAHO	OWNER/DEVELOPER: CONGER MANAGEMENT GROUP	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 123135-EX
	DATE: 8/2023		PROJECT# 123135
		SHEET 1 OF 1	