

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **Mark Choi, Owner/Developer**
 3. **Kenneth Lavane Thruston & Kevin Robert Thruston & Kerri Dorsey, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2026, 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 **Mark Choi**, whose address is 1157 Monroe Hill Cir. W., Collierville, TN 38017, and **Kenneth Lavane Thruston and Kevin Robert Thruston and Kerri Dorsey**, whose address is 496 Amalie Ct., Meridian, ID 83642, hereinafter collectively called OWNER/DEVELOPER.

1. RECITALS:

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of certain 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 submitted, or authorized the submission of, an application for annexation and zoning of 23.13 acres of land with a request for the I-L (Light Industrial) zoning district on the Property as shown in Exhibit “A” under the UDC, which, together with this Agreement, generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer and/or its representatives 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 the requested rezoning held before Planning and Zoning Commission and the Meridian City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 23rd day of June, 2026, the Meridian City Council approved certain Findings of Fact, and Conclusions of Law and Decision & 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 Meridian City Council takes final action to annex the Property into the City of Meridian; 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 the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Mark Choi**, whose address is 1157 Monroe Hill Cir. W., Collierville, TN 38017, and **Kenneth Lavane Thruston and Kevin Robert Thruston and Kerri Dorsey**, whose address is 496 Amalie Ct., Meridian, ID 83642, hereinafter collectively called OWNER/DEVELOPER, the parties that own and are developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property to be bound by this Agreement and located in the County of Ada, City of Meridian, legally described in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC, as amended.

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

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

5.1. Owner/Developer shall develop or cause the Property to be developed in accordance with the following special conditions:

a. Future development of the Property shall be substantially consistent with the conceptual plan and conceptual building elevations included in Section VIII of the Findings attached hereto as Exhibit “B” and the provisions contained herein.

b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.

c. The Property shall be subdivided, and the proposed collector road shall be constructed in accordance with Ada County Highway District (ACHD) standards prior to the issuance of a building permit.

d. All existing structures shall be removed and all well and septic systems shall be abandoned prior to issuance of the first building permit.

e. The proposed development is allowed to develop with all the uses listed in UDC 11-2C-2 except for the following: Contractors Yard, Outside Storage Facility, Self-Service Storage Facility, Vehicle Impound Yard, Vehicle Sales or Rental and Service, and Indoor Arts, Entertainment, and Recreation Facilities.

f. Record a cross-access agreement with the parcel to the west (Parcel #S1216120620) and parcel to the east (Parcel #S1216110125) prior to the City Engineer’s signature on the plat.

g. Development in the I-L zone shall be generally consistent with the development guidelines contained in the Ten Mile Interchange Specific Area Plan (TMISAP) for Mixed Employment (ME) and Low Density Employment (LDE) designated areas or as amended.

h. Development in the I-L zone shall be consistent with the Meridian Industrial Architectural Standards Manual and subject to the administrative design review process.

i. The Owner/Developer shall submit a Certificate of Zoning Compliance and Design Review application to the Planning Division for approval of all future uses on the site to ensure compliance with the UDC, Comprehensive Plan, and Architectural Standards Manual prior to issuance of building permits for any structure(s) within this site.

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 UDC.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's breach 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, and Owner shall have all rights and remedies available at law or in equity.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any

subsequent default of any such or other covenants and conditions.

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

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all 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.

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

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

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

OWNER/DEVELOPER:
Mark Choi
1157 Monroe Hill Cir. W.
Collierville, TN 38017

OWNER/DEVELOPER:
Kenneth Lavane Thruston
Kevin Robert Thruston
Kerri Dorsey
496 Amalie Ct.
Meridian, ID 83642

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

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

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement runs with the property and shall be binding on the Owner/Developer, each subsequent owner of the Property, 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, determines Owner and/or Developer has fully performed its 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 Meridian City Council after a 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 upon execution of the Mayor and City Clerk.

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:

Mark Choi
Mark Choi

State of TN)
County of Shelby : ss:)

On this 20 day of July, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mark Choi**, known or identified to me to be the person who signed above and acknowledged to me that they 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.



Stephanie R. McNeil
Notary Public
My Commission Expires: 4/15/28

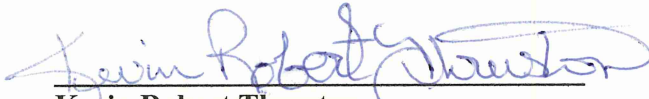
Kenneth Lavane Thruston
Kenneth Lavane Thruston

On this 24 day of July, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kenneth Lavane Thruston**, known or identified to me to be the person who signed above and acknowledged to me that they executed the same.

ANABEL GALLESTEROS
20100323
NOTARY PUBLIC
STATE OF IDAHO
My Commission Expires: 03/17/31

My Commission Expires: 3/17/31

OWNER/DEVELOPER:


Kevin Robert Thruston

State of ID)

County of Ada) : ss:

On this 24 day of July, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kevin Robert Thruston**, known or identified to me to be the person who signed above and acknowledged to me that they 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.




Notary Public

My Commission Expires: 3/17/31

OWNER/DEVELOPER:

Kerri Dorsey
Kerri Dorsey

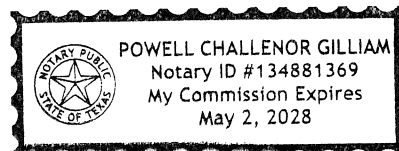
State of Texas)
: ss:
County of Williamson)

On this 24th day of July, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kerri Dorsey**, known or identified to me to be the person who signed above and acknowledged to me that they executed the same.

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

[Signature]
Notary Public

My Commission Expires: May 2nd, 2028



CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)

County of Ada) : ss

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____



EXHIBIT A

LEGAL DESCRIPTION

Page 1 OF 1

October 9, 2025
Project No. 125045

EXHIBIT "A"

CITY OF MERIDIAN
ANNEXATION DESCRIPTION
THRUSTON CHOI FARMS SUBDIVISION

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 16 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 16 bears North 89°24'22" West, 2641.42 feet distant);

Thence North 89°24'22" West, a distance of 495.26 feet on the north boundary line of said Section 16 and the centerline of West Franklin Road to the POINT OF BEGINNING;

Thence South 00° 40' 41" West, a distance of 1328.40 feet to a point on the centerline of the Rosenlof Drain;

Thence North 89° 23' 16" West, a distance of 758.36 feet on said centerline;

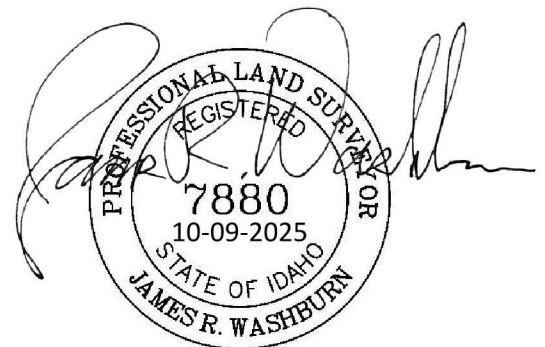
Thence North 00° 39' 11" East, a distance of 1328.16 feet to a point on said north boundary line;

Thence South 89° 24' 22" East, a distance of 758.94 feet on said north boundary line to the POINT OF BEGINNING.

The above described easement contains 23.13 acres more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn



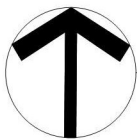
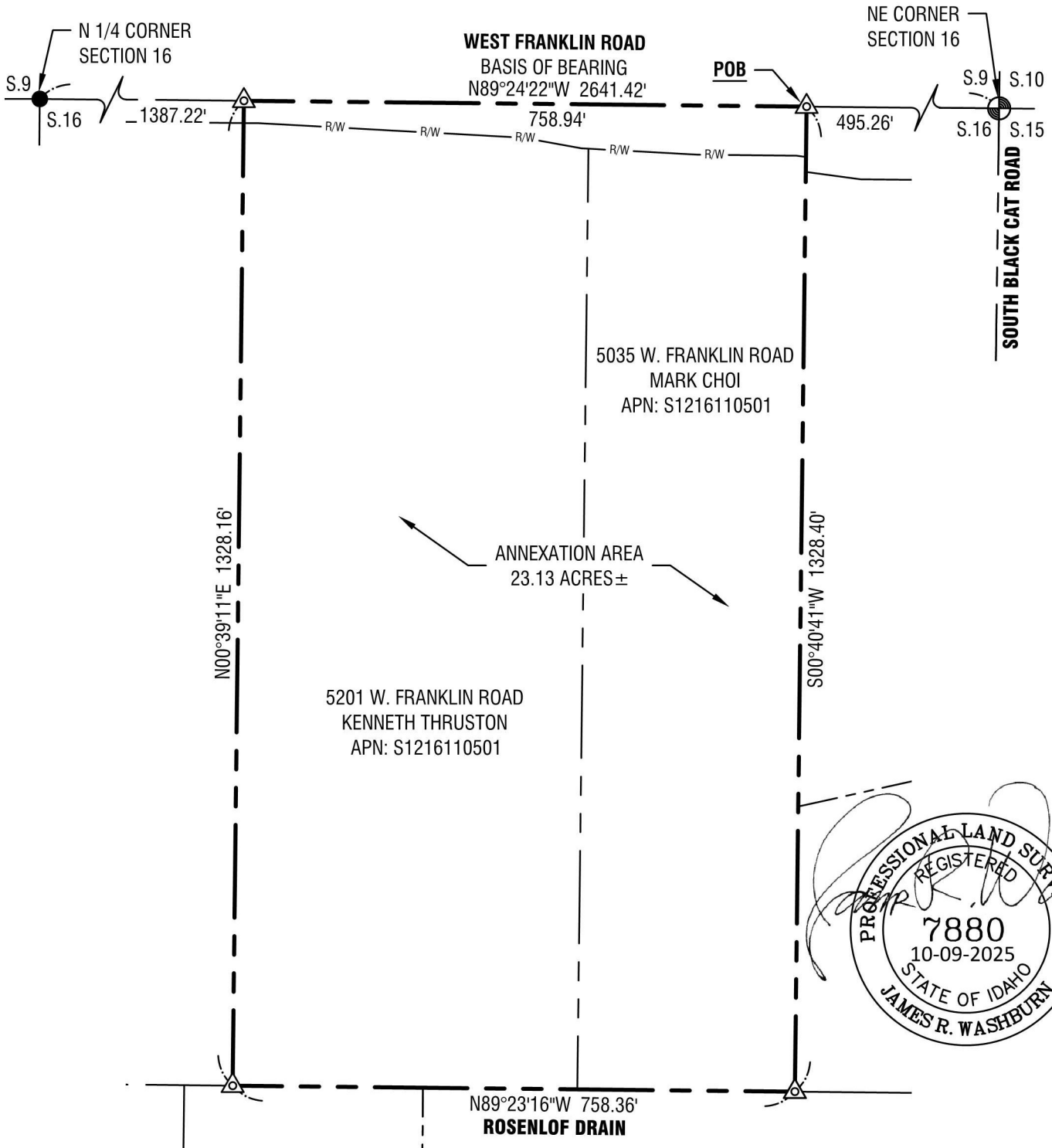
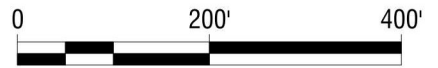


Exhibit "B"

Horizontal Scale: 1" = 200'



Project No.: 125045
Date of Issuance: October 9, 2025



**Annexation
Thruston Choi Farms Subdivision
City of Meridian**

1 of 1

EXHIBIT B

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



In the Matter of the Request for The applicant requests annexation of 23.13 acres of land with a concept plan consisting of six (6) buildings that span a total of approximately 340,000 square feet in the I-L zoning district. In addition, the applicant requests a UDC Text Amendment to adjust the Flex Space standards to lower the office requirement from 20% to 10% in the I-L zoning district, by VanTrust.

Case No(s). H-2025-0052 and ZOA-2025-0002

For the City Council Hearing Date of: June 16th, 2026 (Findings on June 23rd, 2026)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 16th, 2026, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 16th, 2026, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 16th, 2026, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 16th, 2026, incorporated by reference)

B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of June 16th, 2026, 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 UDC text amendment is hereby approved per the conditions of approval in the Department Report for the hearing date of June 16th, 2026, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of June 16th, 2026

By action of the City Council at its regular meeting held on the 23rd day of June, 2026.

COUNCIL PRESIDENT JOHN OVERTON

VOTED AYE

COUNCIL VICE PRESIDENT ANNE LITTLE ROBERTS

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED _____

COUNCIL MEMBER LIZ STRADER

VOTED AYE

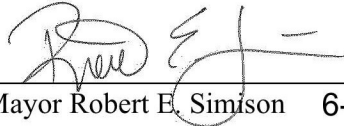
COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

MAYOR ROBERT SIMISON

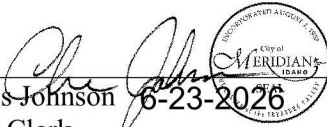
VOTED _____

(TIE BREAKER)



Mayor Robert B. Simison 6-23-2026

Attest:


Chris Johnson 6-23-2026
City Clerk

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

By:  _____ Dated: 6-23-2026
City Clerk's Office

COMMUNITY DEVELOPMENT
DEPARTMENT REPORT



HEARING DATE: 4/14/2026-Continued to 06/16/2026

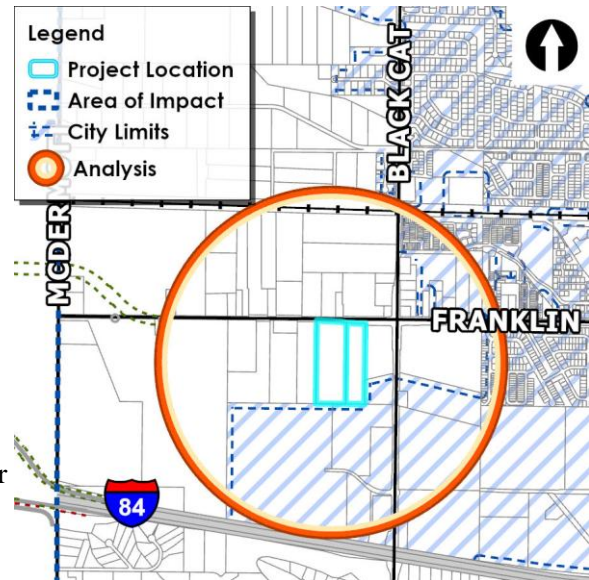
TO: Mayor & City Council

FROM: Nick Napoli, Associate Planner
208-884-5533
nnapoli@meridianscity.org

APPLICANT: Hunter Lake

SUBJECT: H-2025-0052 and ZOA-2025-0002
VanTrust

LOCATION: Generally located at the southwest corner of Black Cat Road and Franklin Road in the NE ¼ of the NE ¼ of Section 16, T.3N., R.1W.



I. PROJECT OVERVIEW

A. Summary

The applicant requests annexation of 23.13 acres of land with a concept plan consisting of six (6) buildings that span a total of approximately 340,000 square feet in the I-L zoning district. In addition, the applicant requests a UDC Text Amendment to adjust the Flex Space standards to lower the office requirement from 20% to 10% in the I-L zoning district.

B. Issues/Waivers

- Staff has met with the applicant numerous times to discuss this project. Staff has expressed concerns including the lack of compliance with the Ten Mile Interchange Specific Area Plan (TMISAP) in both use and design, potential traffic impacts, probability of low job generation and lack of intended transition away from the residential on the east side of Black Cat Road. In addition, it isolates the property to the east leaving it the only remaining Low Density Employment property south of Franklin.
- Most of the property is designated as Low Density Employment on the Future Land Use Map (FLUM), which does not permit industrial uses as outlined on Page 3-9 in the TMISAP. Planning staff recommended that the applicant submit a Comprehensive Plan Map Amendment to change the FLUM designation to Mixed Employment, which would better align with the proposed use. However, the applicant maintains that their proposal is consistent with the existing Low Density Employment designation based on a zoning matrix adopted in the plan prior to the City updating the zoning ordinance to coincide with some of the new land use types.
- ACHD and City Staff relayed to the applicant that access off of Franklin Road will not be supported except where there is shared access with Butte Fence. As a result, the

applicant submitted a revised site plan on February 5th, 2026, to eliminate the small bay industrial units along the Franklin Road frontage. This change furthered the lack of compliance with the TMISAP and Comprehensive Plan.

- Staff relayed to the applicant that we would not support the proposed UDC Text Amendment as it is narrowly focused on a single development and does not adequately consider citywide impacts. Staff is currently in progress with a new code change to bring additional revisions to the Flex Space Standards.
- The home on the eastern property is currently hooked up to City utilities and entered into a hook up agreement that requires them to apply for annexation once eligible.
- The Applicant requests City Council approval of a reduced buffer width from 25- to 10-feet adjacent to the residential use to the east as allowed by UDC 11-3B-9C.2.

C. Recommendation

Staff: Denial

Planning and Zoning Commission: Denial

D. Decision

City Council: Approval

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Residential in Ada County	-
Proposed Land Use(s)	Industrial and Flex space	-
Existing Zoning	RUT in Ada County	VII.A.2
Proposed Zoning	I-L (Light Industrial)	
Adopted FLUM Designation	Low Density Employment and Mixed-Employment	VII.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	9/23/2025
Neighborhood Meeting	10/22/2025
Site posting date	2/23/2026

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.C
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	Arterials: Franklin Road and Black Cat Road Collector: Future Collector to be built	-
• Traffic Level of Service	Franklin Road: Better than “E” Black Cat Road: Better than “E”	-
ITD Comments Received	Yes; No concerns or comments.	-
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Available at Site	
• Impacts or Concerns	See Public Works Site Specific Conditions	
Meridian Public Works Water		IV.B
• Distance to Mainline	Available at Site	
• Impacts or Concerns	None	

Note: See section IV. City/Agency Comments & Conditions for comments received or see the public record. Paste the following link into the browser to access the public file:
<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=421321&dbid=0&repo=MeridianCity>

Figure 1: One-Mile Radius Existing Condition Metrics

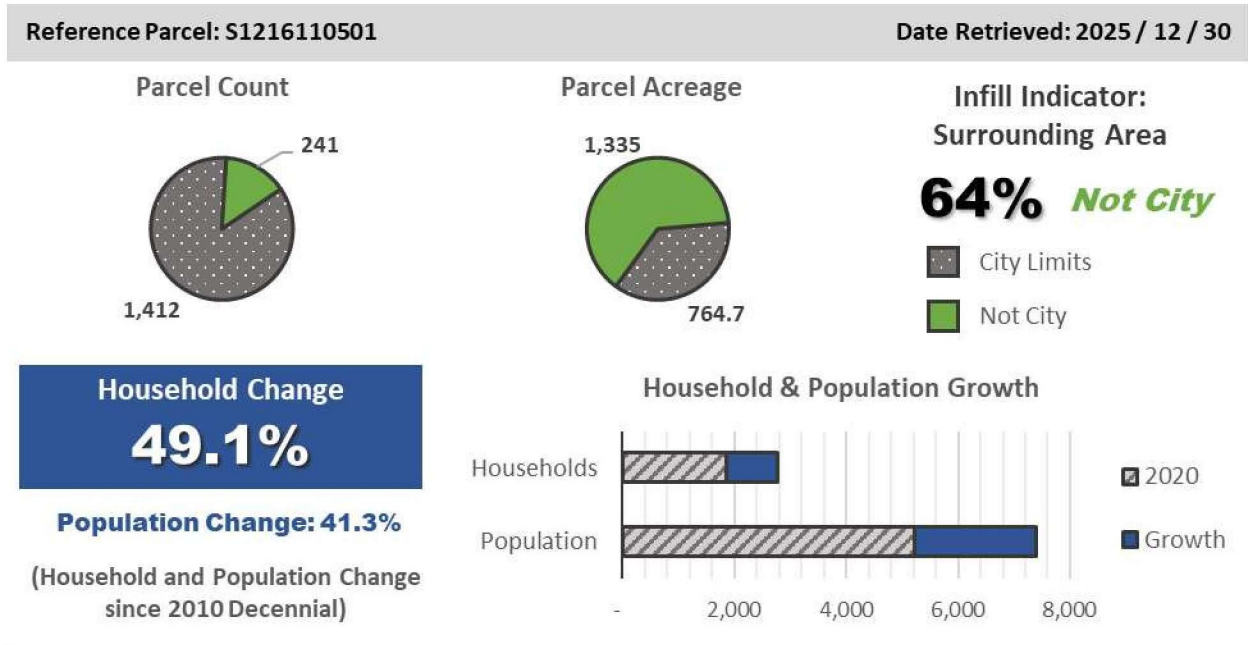


Figure 2: ACHD Summary Metrics

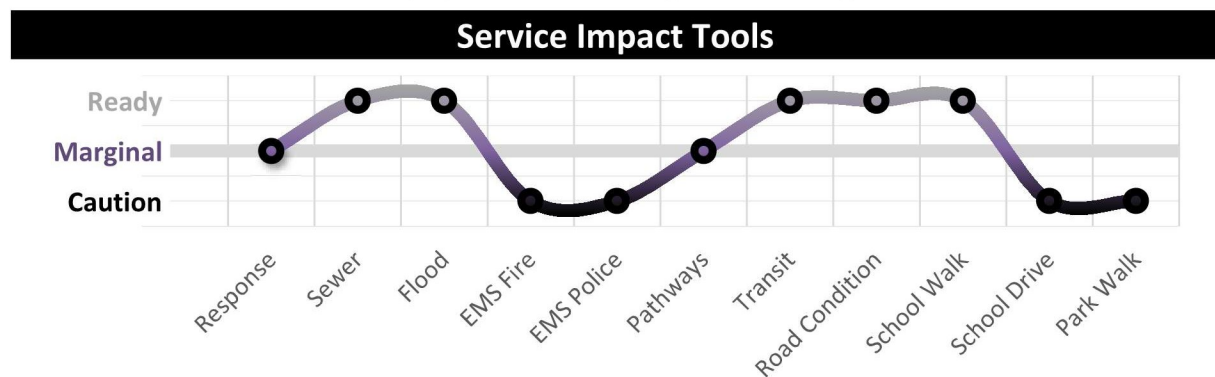
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
* Franklin Road	761-feet	Principal Arterial	543	Better than "E"
** Black Cat Road	N/A	Minor Arterial	417	Better than "E"

* Acceptable level of service for a two-lane principal arterial is "E" (690 VPH).

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

Figure 3: Service Impact Summary



III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

Annexation:

The subject property is within the *Ten Mile Interchange Specific Area Plan (TMISAP)* and designated as Mixed Employment and Low-Density Employment on the Future Land Use Map (FLUM). 5035 W. Franklin Road (8.52 Acres) is designated as only Low-Density Employment, and 5201 W. Franklin Road is designated as both Low-Density Employment (4.68 Acres) and Mixed Employment (8.91 Acres). Mixed Employment and Low-Density Employment are described as the following:

i. Low Density Employment

This use is defined by the TMISAP as low-rise office and specialized employment areas. Low Density Employment areas should provide a variety of flexible sites for professional offices and similar businesses. **Low Density Employment areas should be designed with elements of Traditional Neighborhood Design. Design and development standards such as landscaping, pedestrian circulation and connection to open spaces, are recommended to help make developments more attractive, engaging and accessible places. Appropriate land uses include corporate and business offices as well as research facilities and laboratories.**

ii. Mixed Employment

This use is described by the TMISAP as an area to encourage a diversity of compatible land uses that may include a mixture of office, research and specialized employment areas, **light industrial including manufacturing and assembly**, and other miscellaneous uses. Mixed Employment areas should provide a variety of flexible sites for small, local or start-up businesses, as well as sites for large national or regional enterprises. Mixed density employment will accommodate a wide variety of employers and serve as a primary gateway to Meridian and Meridian's prosperity.

The applicant is proposing 340,000 square feet of Industrial uses across six (6) buildings on 22.3 acres on land. The applicant's narrative states the proposed uses for the property include light manufacturing and assembly, flex space, and warehousing and distribution. The applicant estimates the proposed development will create over 575 jobs or 1.91 jobs per 1,000 square feet. In addition, the applicant argues that Low Density Employment is the best FLUM designation for the proposed development due to this development creating significantly more employment than traditional industrial developments, the proposed uses are not noxious or nuisance like, and the architecture and design of the site is heightened. Lastly, the narrative notes the City of Meridian and general region have vacancy rates under five (5) percent for flex spaces.

Staff has met with the applicant six (6) times over the past year to discuss the project. Throughout these meetings, staff has consistently indicated that the proposed annexation cannot be supported without a concurrent Comprehensive Plan Map Amendment (CPAM) application. This position is based primarily on the project's inability to meet key design elements and on the TMISAP's clear direction regarding the allowable uses within the Low-Density Employment (LDE) designations (TMISAP, p. 3-9).

While the applicant's narrative emphasizes the intent to provide a significant amount of employment, the proposal includes a request to amend the Flex Space standards in the UDC to reduce the required office-to-warehouse ratio to ten (10) percent office. This change is intended to accommodate warehousing and distribution tenants, uses explicitly identified in the TMISAP as not allowed within the M-E and LDE designations. The TMISAP's vision for this district is to create an employment

center capable of supporting more than 20,000 jobs across a wide range of industries, which relies on higher-intensity and more diverse employment uses than those proposed.

As noted, approximately 59.2% of the 22.3-acre site is designated as Low-Density Employment on the Future Land Use Map (FLUM). Although some industrial uses may be permissible within the development pursuant to TMISAP p. 3-11, the LDE designation does not contemplate the types of uses proposed by the applicant. TMISAP p. 3-9 identifies appropriate uses in LDE areas as low-rise office and specialized employment, including corporate or business offices, research facilities, and laboratories, none of which are included in the current proposal.

Staff agrees there may be a strong market demand for industrial uses, but the Plan specifically says the intent of the TMISAP is to create a place that will add to the long-term economic stability of the City of Meridian, not just respond to immediate market forces and trends (page 3-3).

In addition, staff notes that Mixed Employment (M-E) and Low-Density Employment (LDE) designations are limited along the Black Cat and Franklin corridors. With this project included the I-L zoning comprises 54.15% (51.5 acres of 95.1 acres) of the LDE FLUM designation and 61.28% (92.84 acres of 151.5 acres) of the M-E FLUM designation. These designations are intended to support a mix of employment and service uses, providing a transition between the residential east of Black Cat and industrial areas further west.

Staff is concerned that continued expansion of I-L zoning within these FLUM designations may reduce employment diversity, create unanticipated truck traffic, and disrupt the intended transition. Continued expansion of I-L zoning in these areas should be carefully evaluated by the Planning and Zoning Commission and City Council.

UDC Text Amendment:

As previously noted, the applicant proposes a modification to the Flex Space Specific Use Standards to reduce the required office component to ten (10) percent within the I-L zoning district. The applicant asserts that this change would better align with current market conditions and demand, and would remove an existing barrier to leasing flex space in Meridian.

Staff is currently working on a broader code amendment to address the Flex Space standards, which were most recently considered by the City Council in June 2025. Staff has informed the applicant that a comprehensive code change is being developed to address inconsistencies in the newly adopted standards; however, the applicant has elected to proceed with a separate text amendment.

Staff does not support the proposed UDC Text Amendment, as it would have implications beyond this individual development. While the applicant notes that flex space vacancy rates in Meridian are critically low, they also contend that the current flex space standards present a barrier to leasing, which staff finds to be a contradictory assertion. Additionally, within the I-L zoning district, warehousing is a permitted use that already allows an office component of up to ten (10) percent. Adoption of the proposed flex space amendment would perpetuate inconsistencies in the code, including land use percentages that do not total One hundred (100) percent, and would effectively allow flex space to function identically to warehousing.

Staff agrees that revisions to this section of the code are warranted; however, the applicant's proposed amendment is narrowly focused on a single development and does not adequately consider citywide impacts. Staff has met with the UDC focus group to discuss proposed revisions and will be presenting these changes to the Planning and Zoning Commission and City Council later this year.

Table 4: Project Overview

Description	Details
History	N/A
Phasing Plan	One (1) Phase
Physical Features	Rosenlof Canal on the Southern Boundary
Acreage	23.13 acres

B. History

Although this property has no prior development history, the adjacent properties to the south provide relevant context for its redevelopment.

In 2021, the City approved the annexation of approximately 129.21 acres under the Black Cat Industrial project, designating the area as Mixed Employment (M-E) and Low-Density Employment (LDE) within the Future Land Use Map (FLUM) and zoning it as Light Industrial (I-L). The City Council determined that the industrial center aligned with the goals of the TMISAP. However, that development had specific site design elements such as open space, plazas, pedestrian circulation, parkways, and tree lined streets that this project does not fully incorporate.

Extending I-L zoning onto this parcel may further erode the planned low-density employment transition between the residential areas east of Black Cat Road and the General Industrial FLUM designation located approximately a half a mile west along Franklin Road. This shift may impact the balance of employment uses envisioned in the comprehensive plan and TMISAP.

In addition, the eastern parcel included in this application (Parcel #S1216110410) entered into a utility hook up agreement with the city when the Franklin Road intersection was widened. The property is required to apply for annexation once contiguous to city limits.

C. Site Development and Use Analysis

1. Existing Structures/Site Improvements (*UDC 11-1*):

The proposed development encompasses two (2) properties that each have an existing residence on the property. The well and septic systems for both homes shall be abandoned and the homes removed from the property within ninety (90) days of the annexation ordinance being recorded.

2. Proposed Use Analysis (*UDC 11-2*):

The applicant proposes the I-L zoning district for the development. The uses the applicant discusses in the narrative include light manufacturing and assembly, flex space, and warehousing and distribution. However, the applicant consistently discusses having flexibility for different types of uses. In addition, the proposed UDC text amendment indicates that the applicant is expecting warehousing and distribution as a primary use throughout the site which is specifically listed as an undesired use in the Mixed Employment and Low-Density Employment designations. As a result, staff believes the I-L district allows uses by-right which are not consistent with the high employment-generating uses intended for this area by the Plan. As a result, staff finds the Mixed Employment (M-E) zoning designation to be the more appropriate zoning designation.

3. Dimensional Standards (*UDC 11-2*):

The I-L zoning district requires a 35' street setback, 20' landscape buffer along collector streets, 25' wide buffer along arterial streets, and allows height up to 50'. The proposed concept plan and elevations appear to meet these requirements.

The TMISAP introduces basic rules of good design. This includes buildings built to public rights-of-way, easy pedestrian access, narrow streets to slow traffic, and the facades of larger commercial buildings being broken down into short frontages with “big boxes” being wrapped in smaller commercial, residential, and office uses.

D. Design Standards Analysis

1. Structure and Site Design Standards (*Comp Plan, UDC 11-3A-19, TMISAP*):

UDC 11-3A-19 and Comprehensive Plan Goal 5.01.02D emphasize the significance of building frontages along public streets and/or public spaces. *The applicant’s proposal complies with the requirement of providing a minimum of 30% building frontage along the future collector road.*

However, the TMISAP calls for the LDE designation to be designed with elements of Traditional Neighborhood Design. These design and development standards include parkways, enhanced landscaping, plazas, pedestrian circulation, and connections to open space, which are intended to create more attractive, engaging, and accessible developments.

The applicant’s site design provides parkways only along the collector roadway and includes pedestrian circulation throughout part of the site; however, it does not connect to the existing ten (10)-foot multi-use pathway along Franklin Road. In addition, the concept plan lacks key elements such as plazas, open space, and enhanced landscaping.

Staff has communicated these concerns to the applicant. The applicant maintains that the project meets the intent of the design standards through the use of landscaping, detached sidewalks that connect to the larger pedestrian network, and building orientation toward the street. Nevertheless, staff finds that the project does not adequately incorporate Traditional Neighborhood Design elements, which is a contributing factor in the recommendation for denial.

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

i. Landscape buffers along streets

A twenty-five (25) foot landscape buffer is required along Franklin Road, an arterial street and a twenty (20) foot landscape buffer is required along the future collector roadway near the southern boundary of the site.

The proposed concept plan accurately depicts the widths of these landscape buffers; however, the landscaping details have not been provided. If approved, the applicant will be required to submit a landscape plan with the future preliminary plat.

ii. Parking lot landscaping

Landscaping is required to be provided along all parking areas per the standards listed in UDC 11-3B-8. *The proposed landscape appears to meet the minimum requirements. However, the applicant did not dimension parking stalls, sidewalks, and planters to confirm compliance with overhang requirements.*

iii. Landscape buffers to adjoining uses

A 25-foot wide buffer is required to the residential land use to the east as set forth in UDC Table 11-2C-3 and 11-4-3-34F, landscaped per the standards listed in UDC 11-3B-9C.

The Applicant requests City Council approval of a reduced buffer width from 25- to 10-feet adjacent to the residential use to the east as allowed by UDC 11-3B-9C.2.

Staff did not receive a letter from the applicant indicating the neighbors were in favor of this reduction.

iv. Tree preservation

Mitigation shall be required for all existing trees four-inch caliper or greater that are removed from the site with equal replacement of the total calipers lost on site up to an amount of one hundred (100) percent replacement (Example: Two (2) ten-inch caliper trees removed may be mitigated with four 5-inch caliper trees, five (5) four-inch caliper trees, or seven (7) three-inch caliper trees). Deciduous specimen trees four-inch caliper or greater may count double towards total calipers lost, when planted at entryways, within common open space, and when used as focal elements in landscape design.

v. Storm integration

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. In addition, any drainage swales shall meet the requirements listed in UDC 11-3B-11.

vi. Pathway landscaping

The proposed pathways along Franklin Road and the future collector roadway appear to include five (5) feet of landscaping on both sides, meeting UDC requirements.

Given that the TMISAP includes on-street bike lanes, which is not the standard when ten (10) foot multi-use pathways are present, staff has determined that if trees are placed within the eight (8) foot parkway, the applicant may reduce the landscaping on the south side of the multi-use pathway to five (5) feet. However, if trees are not provided in the parkway, the full ten (10) feet of landscaping must be included, as specified in the TMISAP (page 3-20, street section C).

3. Parking (*UDC 11-3C*):

i. Nonresidential parking analysis

In Industrial districts, the parking requirement is one (1) space for every 2,000 square feet of gross floor area. With the proposed I-L zone and building square footage of approximately 340,000 square feet, one hundred and seventy (170) parking stalls are required. The applicant is providing four hundred and seventy-six (476) spaces which exceeds the UDC requirements.

In addition, Flex Space requires one (1) space every 1,000 square feet of gross floor area. If the entire project ended up being flex space, the applicant would also exceed the UDC requirements for parking.

ii. Bicycle parking analysis

A minimum of one (1) bicycle parking space must be provided for every 25 vehicle spaces or portion thereof per UDC 11-3C-6G; bicycle parking facilities are required to comply with the location and design standards listed in UDC 11-3C-5C.

4. Building Elevations (*Comp Plan, Architectural Standards Manual*):

Comprehensive Plan Goals 5.01.02C and 2.09.03A prioritize area beautification and community identity by promoting enhanced design standards that result in distinct and engaging developments.

The Architectural Standards Manual (ASM) and TMISAP require surface plane modulation at intervals of no more than 50 feet, the inclusion of at least two pedestrian-scale architectural features, and a combination of at least two primary field materials and one accent material.

The applicant proposes six (6) one-story industrial buildings designed with high ceilings. The exterior materials include tilt up concrete, glazing, and metal awnings. However, it does not appear that the applicant meets the requirement for 30% glazing along public streets.

If approved, the final elevations will be evaluated during the design review process to ensure compliance with industrial design standards.

5. Fencing (*UDC 11-3A-6, 11-3A-7*):

All fencing is required to comply with the standards listed in UDC 11-3A-7. *The submitted concept plan does not depict any fencing; however, any future submittal shall depict any proposed fencing and a fencing exhibit.*

E. Transportation Analysis

1. Access (*Comp Plan, UDC 11-3A-3, UDC 11-3H-4*):

Goal 6.01.02B of the Comprehensive Plan prioritizes reducing access points on arterial streets through strategies such as cross-access agreements, access management, and the development of frontage and backage roads. Additionally, it emphasizes improved connectivity between local and collector streets.

Access to the site is proposed from a future collector street near the southern portion of the site and an emergency access points off of Franklin Road. The emergency access is proposed to be shared with the western neighbor (Butte Fence). In addition, the applicant has stubbed a frontage road to the property to the east to allow for cross access in the future.

ACHD and City Staff determined that the only access to Franklin Road is the shared access with Butte Fence. As a result, the applicant edited their site plan to eliminate the two (2) frontage buildings along Franklin Road and expand their large bay industrial buildings. This then shifted all of the access points to the collector on the southern portion of the site. ACHD indicated that the anticipated trip generation is 1,119 vehicles per day.

In addition to this, staff has discussed concerns regarding the transportation network in the area and the addition of unanticipated freight traffic onto Franklin Road and Ten Mile Road. As a result of these concerns, staff has put together a table below highlighting developments that have been approved within the Ten Mile, Black Cat, and Franklin road network.

The applicant is responsible for extending the collector road as outlined in ACHD's Master Street Map. ACHD found that the proposed development meets all of ACHD's policies.

Table: Road Infrastructure and Developments Along the Black Cat/Franklin Corridor

Category	Details
Existing and Planned Road Infrastructure	
W. Franklin Road	Existing: 2 lanes, no curb, gutter, or sidewalk.

	Planned: Widen to 5 lanes between W. McDermott Rd and S. Black Cat Rd after 2028.
S. Black Cat Road	Existing: 2 lanes, no curb, gutter, or sidewalk. Planned: Widen to 5 lanes between W. Overland Rd and W. Franklin Rd, 2036–2040.
Franklin & McDermott Intersection	Planned: Multi-lane roundabout, construction scheduled after 2027.
W. Franklin Road Connection	Planned: Future connection to SH-16 via a signalized intersection.
Approved Developments Impacting the Corridor	<i>Full Impacts of these projects are yet to be realized.</i>
Black Cat Industrial (H-2021-0064)	2.2 million sq ft of industrial space to the south.
Farmstone (H-2023-0045)	378,360 sq ft of commercial and industrial uses across Black Cat Road.
Avani Subdivision (H-2023-0049)	256 residential lots to the northeast.
Vanguard Village (H-2021-0081)	552 dwelling units and a mix of commercial and industrial uses (approximately 740,000 square feet).
Braya Subdivision (AZ-06-061 and PP-06-062)	330 single-family lots and 240 apartment units.
District at Ten Mile (H-2023-0071)	Large mixed-use development with approximately a total of 1,000,000 square feet contemplated.
Outer Banks (H-2021-0025, H-2021-0061, and H-2024-0026)	516 residential units and approximately 147,650 square feet of commercial.
The Gateway at Ten Mile (H-2020-0046 and H-2024-0010)	390 residential units and 26.54 acres of commercial.
Totals:	Residential: 2,284 units (Most of which have not been built) Commercial/Industrial: 4,318,360 square feet (Most of which have not been built)

Traffic Impact/ Construction of Collector from Proposed Use:

The applicant anticipates approximately 575 or more employees on-site daily, with ample space for semi-trucks and freight to access the site. To align with UDC 11-3A-3, which seeks to limit access points to collector and arterial roadways, staff recommends that if approved restricting the central access points off the future collector street to truck traffic only.

Additionally, a traffic impact study was not required due to the estimate trip generation for the development; however, the applicant indicated that they completed a driveway analysis

which restricted the access points onto Franklin Road to only the shared access point with Butte Fence. As previously noted, this significantly impacted their site design.

If approved, the applicant is required to construct the future collector road along the northern portion of the site in accordance with the TMISAP Street Section C exhibit. If trees are planted within the eight (8) foot parkway, the applicant may reduce the landscaping on the south side of the ten (10) foot multi-use pathway to five (5) feet. However, if trees are not placed in the parkway, the full ten (10) feet of landscaping must be provided, as outlined in TMISAP (page 3-20, Street Section C).

2. Multi-Use Pathways, Pathways, and Sidewalks (*Comp Plan, UDC 11-3A-8 and UDC 11-3A-17*):

The applicant is proposing to construct a 10-foot multi-use pathway along both sides of the future collector and along Franklin Road. This is consistent with the UDC standards and the city's pathway master plan for this area. However, it appears part of the pathway along Franklin Road will not be in ACHD's Right of Way. As result, the applicant shall submit a 14-foot easement for the portion of the pathway that is not in the right of way.

F. Services Analysis

1. Waterways (*Comp Plan, UDC 11-3A-6*):

The Rosenlof Drain runs along the southern boundary of the site. The applicant is proposing to leave the drain open as they will not be impeding access to the irrigation canal.

2. Pressurized Irrigation (*UDC 11-3A-15*):

Underground pressurized irrigation water is required to be provided to each lot within the development as set forth in UDC 11-3A-15.

3. 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.

4. Utilities (*Comp Plan, UDC 11-3A-21*):

Connection to City water and sewer services is required and are available to be extended by the developer with development in accord with UDC 11-3A-21 and Goals 3.03.03G & 3.03.03F. Urban sewer and water infrastructure and curb, gutter, and sidewalks are required to be provided with development.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

Annexation:

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 \$611.47 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

- a. Future development of this site shall be substantially consistent with the conceptual plan and conceptual building elevations included in Section VIII and the provisions contained herein.
- b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
- c. The property shall be subdivided, and the proposed collector road shall be constructed in accordance with ACHD standards prior to the issuance of a building permit.
- d. All existing structures shall be removed and all well and septic system shall be abandoned prior to issuance of the first building permit.
- e. The proposed development is allowed to develop with all the uses listed in UDC 11-2C-2 except for the following: Contractors Yard, Outside Storage Facility, Self-Service Storage Facility, Vehicle Impound Yard, Vehicle Sales or Rental and Service, and Indoor Arts, Entertainment, and Recreation Facilities.
- f. Record a cross-access agreement with the parcel to the west (Parcel # S1216120620) and parcel to the east (Parcel # S1216110125) prior to the City Engineers signature on the plat.
- g. Development in the I-L Zone shall be generally consistent with the development guidelines contained in the Ten Mile Interchange Specific Area Plan (TMISAP) for Mixed Employment (ME) and Low Density Employment (LDE) designated areas or as amended.
- h. Development in the I-L Zone shall be consistent with the Meridian Industrial Architectural Standards Manual, and subject to the administrative design review process.
- i. The applicant shall submit a Certificate of Zoning Compliance and Design Review application to the Planning Division for approval of all future uses on the site to ensure compliance with the Unified Development Code, Comprehensive Plan, Architectural Standards Manual, prior to issuance of building permits for any structure(s) within this site.

UDC Text Amendment:

- a. Office and/or retail showroom areas shall comprise between ten percent (10%) and thirty percent (30%) of the tenant space in all permitted districts.
- b. Light industry and warehousing may comprise up to ninety percent (90%) of the tenant space in all permitted districts.
- c. In the C-C, C-G, and M-E Districts, roll-up doors and loading docks shall not be visible from a public street. In the I-L and I-H districts, roll-up doors and loading docks shall not directly face any public street.
- d. Retail use shall be included within the ten (10) to thirty (30) percent requirement established in subsection A and shall not exceed thirty (30) percent of leasable area in any tenant space.
- e. At a minimum, one (1) parking space shall be provided for every one thousand (1,000) square feet of gross-floor area.

B. Meridian Public Works

Wastewater	
• Distance to Sewer Services	Available at Site
• Sewer Shed	See application
• Estimated Project Sewer ERU's	
• WRRF Declining Balance	Yes
• Project Consistent with WW Master Plan/Facility Plan	
• Impacts/concerns	• See Public Works Site Specific Conditions
Water	
• Distance to Water Services	Water Available at Site
• Pressure Zone	See application
• Estimated Project Water ERU's	
• Water Quality	None
• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	None -

NON-PLAT CONDITIONS

PUBLIC WORKS DEPARTMENT

Site Specific Conditions of Approval

1. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources (IDWR). The Developer, Owner, or project Engineer, shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment. If wells are to be abandoned, the project owner or their representative must contact the IDWR Groundwater Protection Section (Aaron Skinner, Hydrogeologist 208-287-4972) BEFORE any work is done to decommission an existing well (even if it is believed that the well is less than 18 ft deep). Proof of communication with IDWR must be submitted to the City prior to any work being done to decommission the well. Failure to communicate with IDWR may result in additional work and expense to decommission the well.
2. Ensure no sewer services pass through infiltration trenches.

3. Provide 20' Easements for mains, hydrant laterals and water services. Easements should extend up to the end of main/hydrant/water meter and 10' beyond it.
5. No permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) to be built within the utility easement.

General Conditions of Approval

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department.
2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). 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. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD.
4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
5. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources (IDWR). The Developer, Owner, or project Engineer, shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment. If wells are to be abandoned, the project owner or their representative must contact the IDWR Groundwater Protection Section (Aaron Skinner, Hydrogeologist 208-287-4972) BEFORE any work is done to decommission an existing well (even if it is believed that the well is less than 18 ft deep). Proof of communication with IDWR must be submitted to the City prior to any work being done to decommission the well. Failure to communicate with IDWR may result in additional work and expense to decommission the well.
8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9-4-8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
9. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures.
10. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.

11. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
12. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
13. Developer shall coordinate mailbox locations with the Meridian Post Office.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
19. The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
20. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. Ada County Highway District (ACHD)



Miranda Gold, President
Alexis Pickering, Vice-President
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner
Patricia Nilsson, Commissioner

Date: December 2nd, 2025

To: Kristen McNeill

Staff Contact: Matt Pak, Planner

Project Description: VanTrust

Trip Generation: This development is estimated to generate 1,119 vehicle trips per day, 152 vehicle trip per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 12th edition.

Proposed Development Meets	
All ACHD Policies	
Requires Revisions to meet ACHD Policies	X

Traffic Impact Study	
Yes	
No	X
If yes, is mitigation required	

Area Roadway Level of Service	
Do area roadways meet ACHD's LOS Planning Thresholds?	
Yes	X
No	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?	
Yes	
No	

ACHD Planned Improvements	
FYP	X
CIP	X

Livable Street Performance Measures	
Pedestrian	LTS 4
Cyclist	LTS 4

Is Transit Available?	
Yes	X
No	

Comments: The tables above list the existing conditions of the surrounding roadways without the proposed development as this application is for annexation and rezone only. With a future development application, this summary will be updated to reflect the development and its impact

connecting you to more

Ada County Highway District - 5800 N Meeker Avenue - Boise, ID - 83713 - PH 208-367-6100 - FX 345-7650 - www.achd.idaho.org

V. FINDINGS

A. Unified Development Code Text Amendments (UDC 11-5B-2D)

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 a text amendment to the Unified Development Code, the Council shall make the following findings:

1. The text amendment complies with the applicable provisions of the comprehensive plan;
The City Council finds that the proposed text amendment is consistent with the applicable provisions of the Comprehensive Plan. During the Public Hearing on April 14th, 2026, the

City Council directed planning staff to come back with modified language to the flex space standards which is what is proposed above. The Comprehensive Plan calls for updates to the Unified Development Code (UDC) to implement the Plan's adopted vision.

2. The text amendment shall not be materially detrimental to the public health, safety, and welfare; and
By reducing the required office component for flex space within all permitted zoning districts to ten (10) percent, the City Council finds the amendment will be an improvement to the current code and will not be materially detrimental to the public health, safety, and welfare.
3. The text 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.
The City Council finds the proposed text amendment will not result in adverse impacts upon delivery of services by any political subdivision providing public services within the City.

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

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

1. The map amendment complies with the applicable provisions of the comprehensive plan;
The City Council finds that the applicant's proposal to annex 23.13 acres with an I-L (Light Industrial) zoning designation for the development of six (6) industrial buildings totaling approximately 340,000 square feet is consistent with the Low-Density Employment FLUM designation.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
The City Council finds the proposed map amendment complies with the regulations outlined in the I-L zoning district.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
The City Council finds the proposal to annex of 23.13 acres of land designated as an Industrial Employment Center, accompanied by a concept plan that primarily reflects warehousing and distribution uses will not be materially detrimental to the public health, safety, and welfare. This is due to the market shifting towards needing additional industrial space in the greater Treasure Valley and City of Meridian.
4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and
The City Council finds that the map amendment will not result in adverse impacts as City services are available to be provided to this development.
5. The annexation (as applicable) is in the best interest of city.
The City Council finds that the proposed annexation is in the best interest of the City.

VI. ACTION

A. Staff:

Staff recommends denial of the proposed Annexation as discussed above in Section III, per the Findings in Section V.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on March 5th, 2026. At the public hearing, the Commission moved to recommend denial of the subject annexation and UDC Text Amendment requests.

1. Summary of Commission public hearing:
 - a. In favor: Deb Nelson, Chris McClusky, Tyler Martin
 - b. In opposition: Keith Whiting
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: Bill Parsons and Ali Breshears
2. Key issue(s) of public testimony:
 - a. Tyler Martin was in favor of both applications. He claims the product being presented is in high demand across the valley and more specifically in Meridian. Most users looking for industrial space would like to be in Meridian due to its central location. In addition, he believes due to the non-noxious uses that would be in this development that it would support the intended transition from the residential to the east and industrial to the west. Kieth Whiting was in opposition of the project. His main concerns were extra noise and traffic in close proximity to his family living directly to the east.
3. Key issue(s) of discussion by Commission:
 - a. The Commission discussed issues with a case specific UDC Text Amendment change, the lack of a Comprehensive Plan Map Amendment, and the lack of a traditional neighborhood design. The Commission was unanimously against the UDC Text Amendment as they felt it only addressed a need for a single project without looking at the impact to the larger city. The Commission agreed with staff that a CPAM application would be required in order to support the project. They also agreed with staff that the site was lacking key design elements to meet a traditional neighborhood design that is called for in the Low Density Employment designation.
4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. - Whether a Comprehensive Plan Map Amendment should be required.
- Whether the annexation is in the best interest of the city with the current plan and FLUM designation.
- Whether the UDC Text Amendment is appropriate.
- Whether the applicants design meets the design standard requirements for a Traditional Neighborhood Design.
- Whether the proposed uses are consistent with the TMISAP for the Low Density - Employment designation.

C. City Council:

The Meridian City Council heard these items on June 16th, 2026. At the public hearing, the Council moved to approve the subject annexation and UDC text amendment requests.

1. Summary of the City Council public hearing:

- a. In favor: Deborah Nelson, Chris McClusky, Gina Thruston, Ken Thruston, and Trina Neddo
- b. In opposition: None
- c. Commenting: Greg Storres
- d. Written testimony: None
- e. Staff presenting application: Nick Napoli
- f. Other Staff commenting on application: Bill Parsons

2. Key issue(s) of public testimony:

- a. Greg Storres: He commented on the development and asked for compromise for the larger area as his mother-in-law lives directly to the east of the proposed project. He understands the property will redevelop but wants his mother in laws quality of life to remain until they sell the property.

3. Key issue(s) of discussion by City Council:

- a. The City Council had discussions about traffic on Franklin and Black Cat, changing the comprehensive plan to allow for industrial zoning in this area, and changing the flex space standards to provide further flexibility. The main concern from some members of the city council was additional traffic being pushed onto Black Cat and Franklin Roads. Some members felt the area has too many development approved that have not been constructed yet which would make the traffic issue in the area worse. They continued the project to get more information on this but ultimately no improvements to Black Cat are planned within the next 5 years. While City Council acknowledges the traffic in the area may not improve in the near future, they feel that the single project won't have a large impact on the broader area. City council also discussed being more flexible and listening to what tenants want in the Flex Space standards. As a result, they felt the code change was in the best interest of the city.

4. City Council change(s) to Commission recommendation:

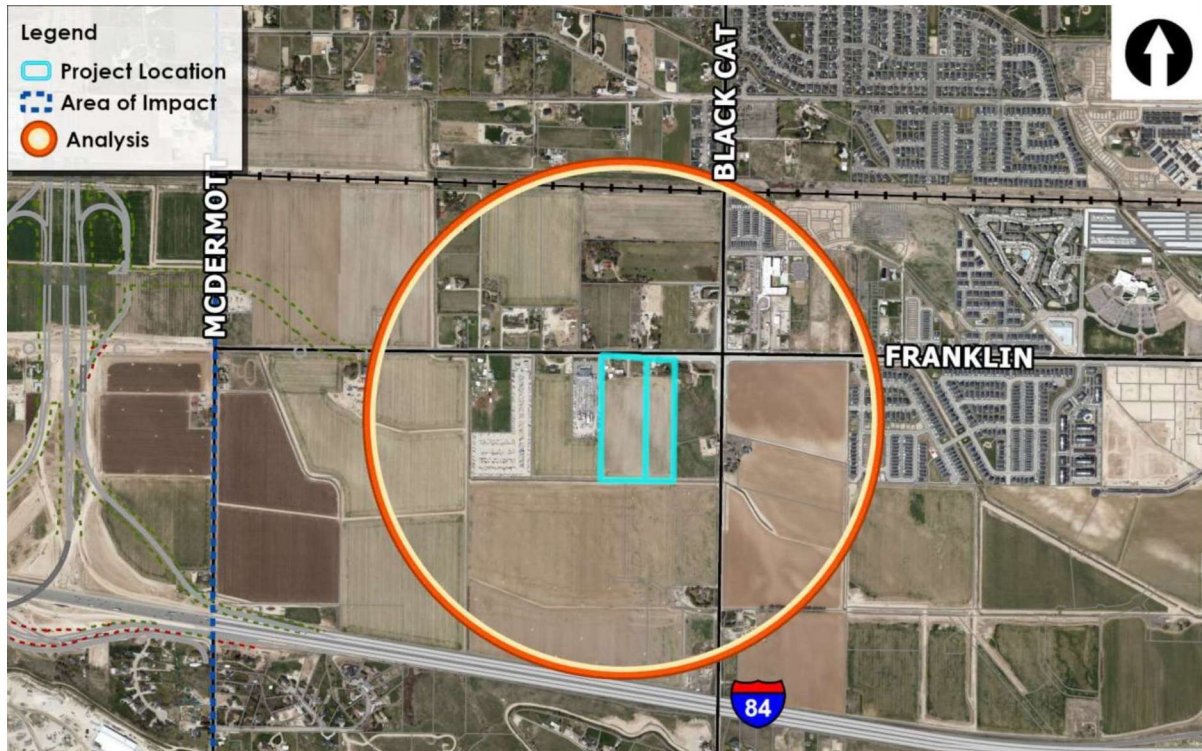
- a. The City Council overturned the Commission's recommendation for denial and approved the annexation and UDC text amendment with a development agreement. The language and development agreement are listed in Section IV.

VII. EXHIBITS

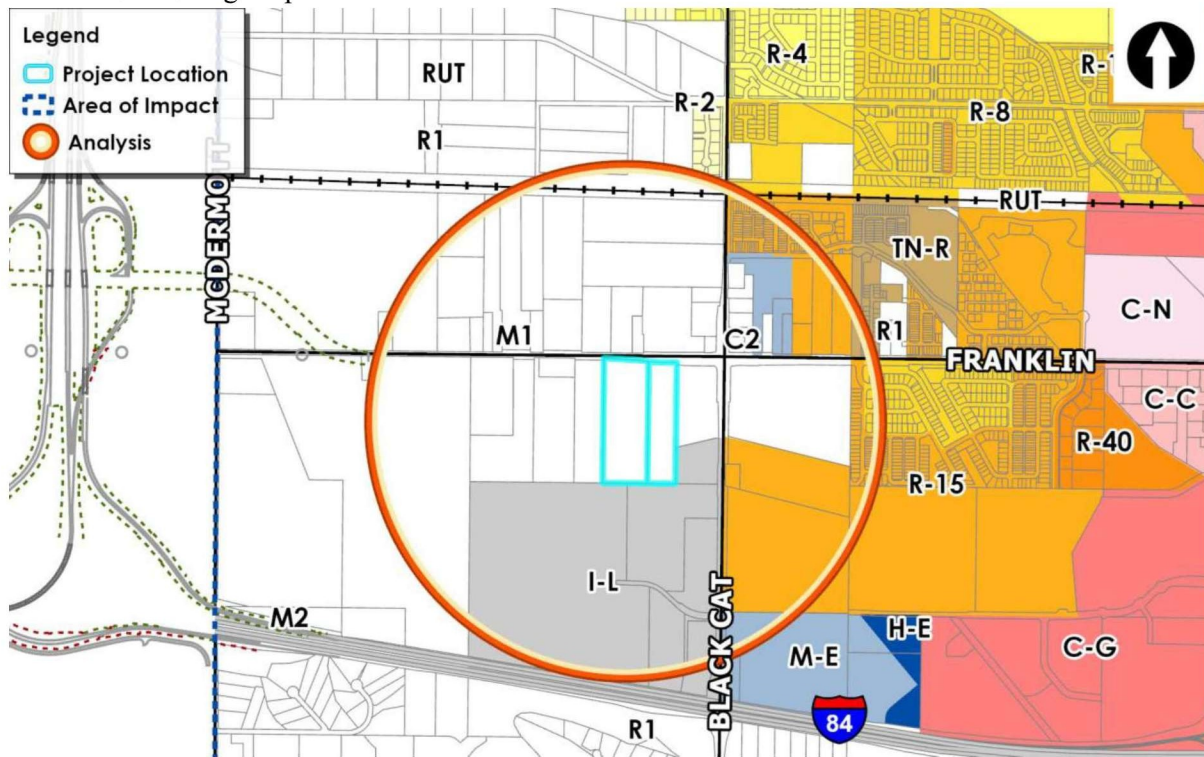
A. Project Area Maps

(link to [Project Overview](#))

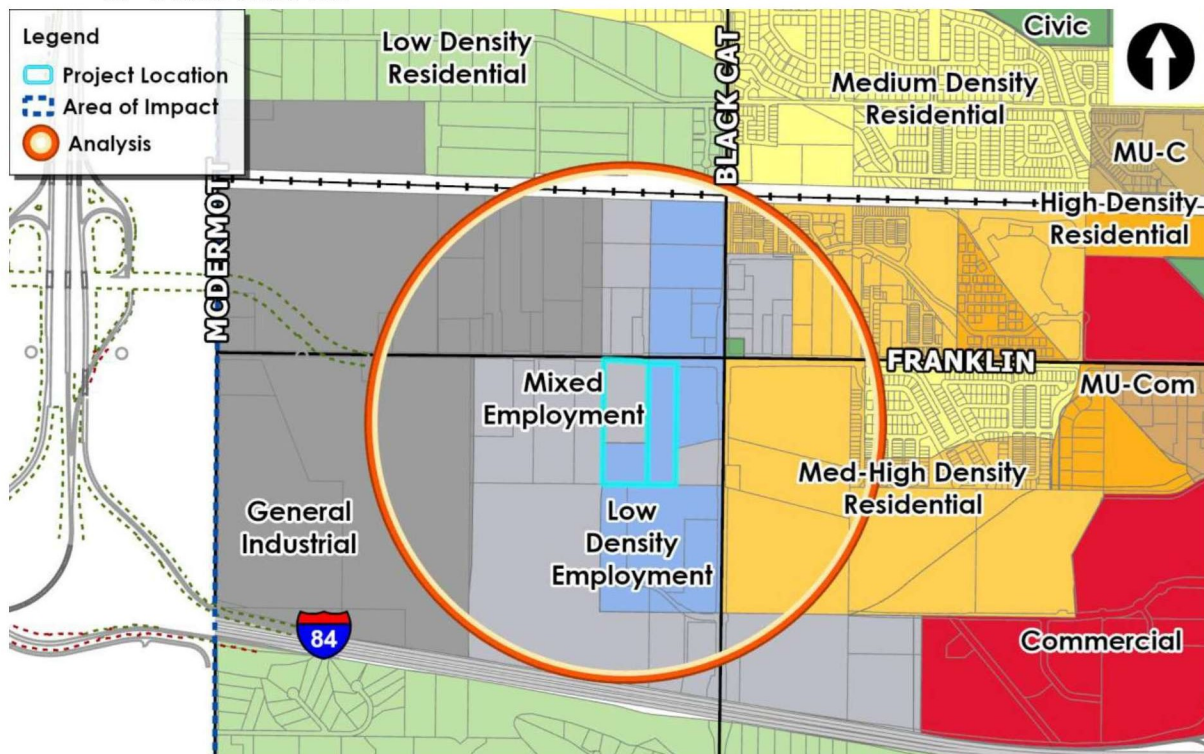
1. Aerial



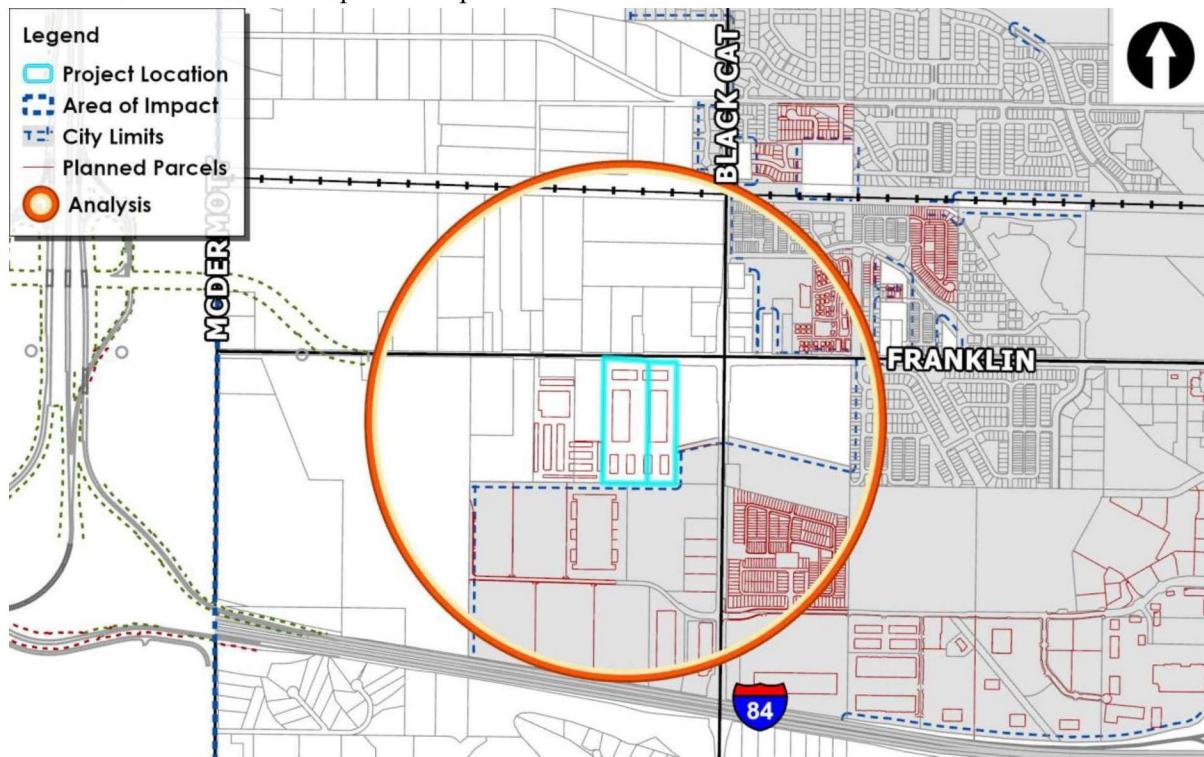
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos





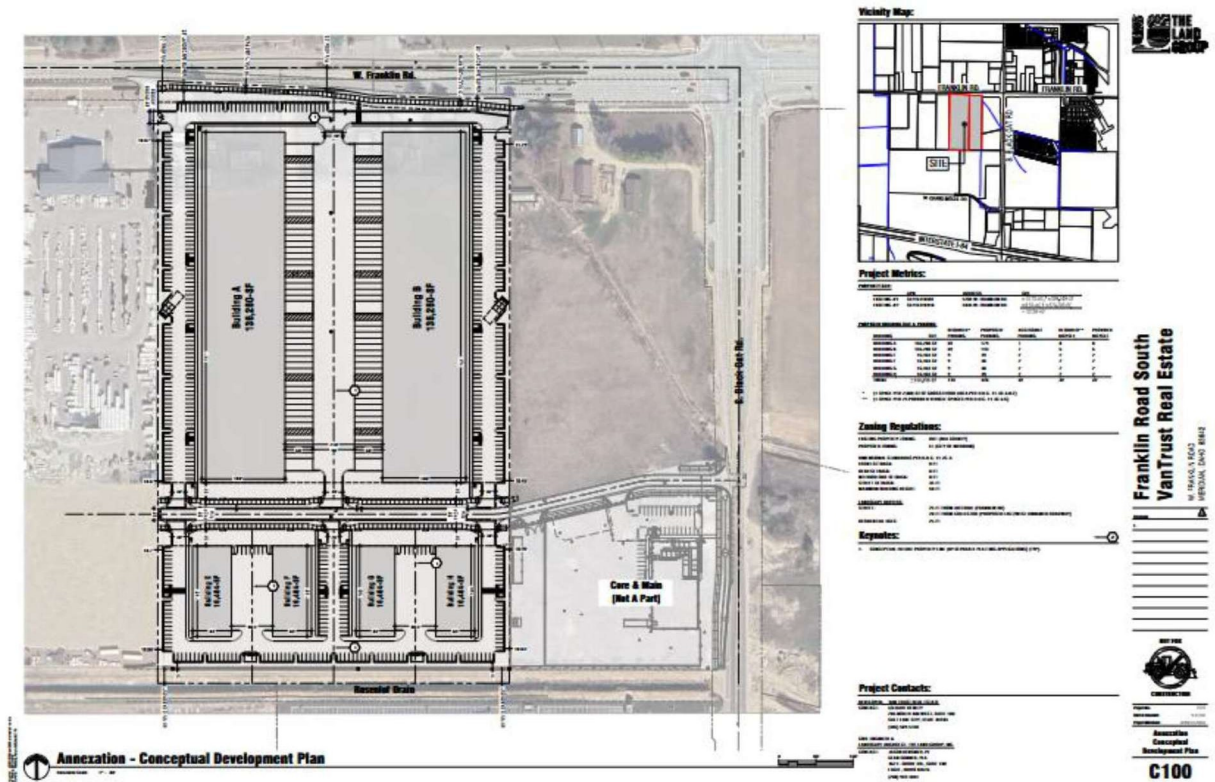
C. Service Accessibility Report

PARCEL S1216110501 SERVICE ACCESSIBILITY

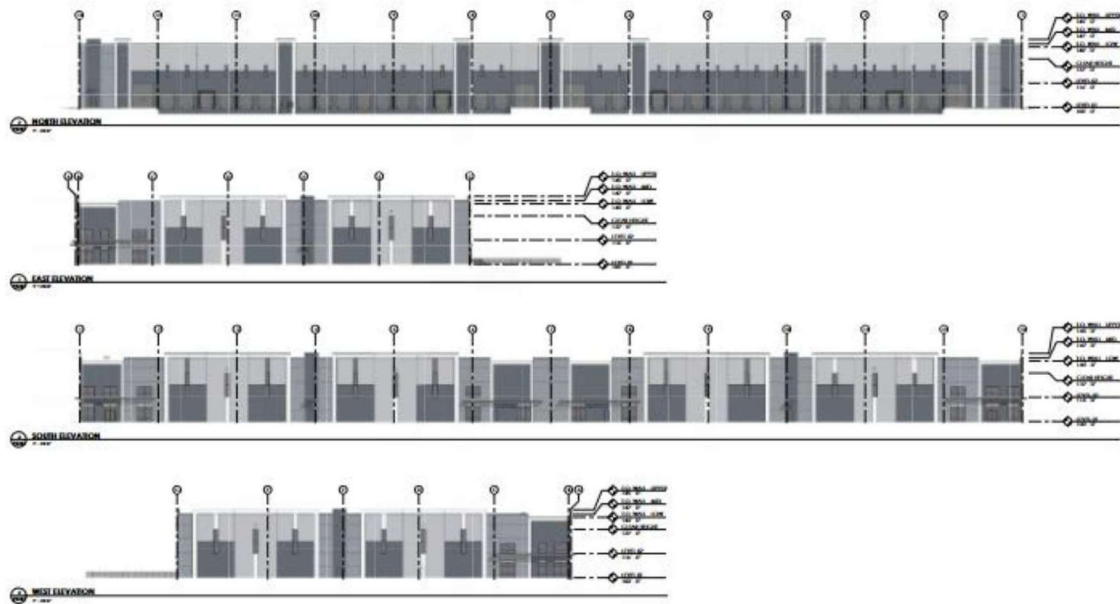
Overall Score: 11	2nd Percentile
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Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time > 9 min.	RED
Emergency Services Police	Not enough data to report average response time	RED
Pathways	Within 1/4 mile of future pathways	YELLOW
Transit	Within 1/4 mile of current transit route	GREEN
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Not within 2 miles driving of existing or future school	RED
Park Walkability	No park within walking distance by park type	RED

D. Concept Plan (date: 2/5/2026)



E. Building Elevations (date: 11/4/2025)





F. Annexation Legal Description & Exhibit Map



LEGAL DESCRIPTION

Page 1 OF 1

October 9, 2025
Project No. 125045

EXHIBIT "A"

CITY OF MERIDIAN ANNEXATION DESCRIPTION THRUSTON CHOI FARMS SUBDIVISION

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 16 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 16 bears North 89° 24' 22" West, 2641.42 feet distant);

Thence North 89° 24' 22" West, a distance of 495.26 feet on the north boundary line of said Section 16 and the centerline of West Franklin Road to the POINT OF BEGINNING;

Thence South 00° 40' 41" West, a distance of 1328.40 feet to a point on the centerline of the Rosenlof Drain;

Thence North 89° 29' 16" West, a distance of 758.36 feet on said centerline;

Thence North 00° 39' 11" East, a distance of 1328.16 feet to a point on said north boundary line;

Thence South 89° 24' 22" East, a distance of 758.94 feet on said north boundary line to the POINT OF BEGINNING.

The above described easement contains 23.13 acres more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn



462 East Shore Drive, Suite 100, Eagle, Idaho 82516 | 208.939.4041 | thelandgroupinc.com

