

DEVELOPMENT AGREEMENT

PARTIES:

- 1. City of Meridian**
- 2. State of Idaho (Board of Education), Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2024, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **State of Idaho (Board of Education)**, whose address is 650 W. State Street, Boise, Idaho 83702, hereinafter called OWNER/DEVELOPER.

1. RECITALS:

- 1.1 WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A," which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 23.254 acres of land with a request for the C-G (General Retail and Service Commercial) zoning district on the property as shown in Exhibit "A" under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 WHEREAS**, on the 10th day of September, 2024, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and

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

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

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **State of Idaho (Board of Education)**, whose address is 650 W. State Street, Boise, Idaho, 83702, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

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

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
 - a. Before commencing development on the property, the applicant must submit and obtain approval of a Planned Unit Development (PUD) application.
 - b. The three existing buildings on the site shall be used solely for storage until future development is proposed, and at which time all buildings must be removed and the existing well and septic system abandoned.
 - c. The property and existing structures must be maintained to prevent them from becoming a noxious use in accordance with UDC 11-3A-10.
 - d. Access to the property must comply with the standards set forth in UDC 11-3A-3. The City and Ada County Highway District (ACHD) will determine appropriate access to S. Locust Grove Road and E. Central Drive during the review and approval of the PUD application.
 - e. The site plan submitted with the PUD application shall incorporate a primary access from E. Central Drive that aligns with one of the existing driveways on the south side of the road.

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

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

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period,

then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

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

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

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

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

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

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

11. **SURETY OF PERFORMANCE:** To the extent permitted by Idaho law, 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 or the Owner/Developer's contractor shall provide, if required by the City. For the purpose of this Section 11 and Section 12, the term "improvements" shall exclude buildings or other facilities subject to Idaho Code section 39-4103(2).

12. **OCCUPANCY:** Owner/Developer shall not occupy any phase of the development until the improvements required under the PUD for said phase have been installed, completed, and accepted by the City, or sufficient surety of performance is provided to the City in accordance with Paragraph 11 above.

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

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

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

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

OWNER/DEVELOPER:
State of Idaho (Board of Education)
650 W. State St.
Boise, Idaho 83702

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

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

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein

expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

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

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

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

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

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

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

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

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:
State of Idaho (Board of Education)

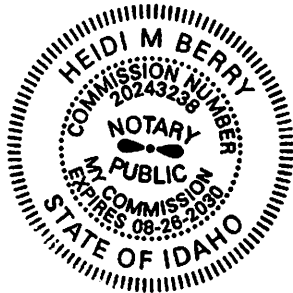

By: Brian J. Sagendorf

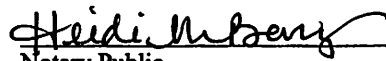
STATE OF IDAHO)
 : ss:
County of Ada)

On this 21 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian J. Sagendorf, known or identified to me to be the representative of State of Idaho (Board of Education) and the person who signed above and acknowledged to me that he executed the same.

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

(SEAL)




Notary Public
My Commission Expires: 8/28/30

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss:
County of Ada)

On this _____ day of _____, 2023, 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



June 7, 2024
Project No. 19-069

Exhibit A Legal Description for Annexation

A parcel of land being the South 1/2 of the Southeast 1/4 of the Northeast 1/4 and a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

BEGINNING at an aluminum cap marking the east 1/4 corner of said Section 18, which bears S00°31'02"W a distance of 2,658.78 feet from a brass cap marking the northeast corner of said Section 18;
Thence following the easterly line of said southeast 1/4 of Section 18, S00°30'31"W a distance of 221.52 feet;
Thence leaving said easterly line, S89°32'08"W a distance of 540.86 feet to the centerline of an irrigation lateral;
Thence following said centerline, N23°44'43"W a distance of 241.12 feet to the southerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4;
Thence leaving said centerline and following said southerly line, S89°32'08"W a distance of 685.96 feet to a 5/8-inch rebar;
Thence leaving said southerly line and following the westerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N00°29'22"E a distance of 666.04 feet to a 5/8-inch rebar;
Thence leaving said westerly line and following the northerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N89°35'38"E a distance of 1,326.19 feet;
Thence leaving said northerly line and following the easterly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, S00°31'02"W a distance of 664.69 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 23.254 acres, more or less.

Attached hereto is Exhibit B and by this reference is hereby made a part of.



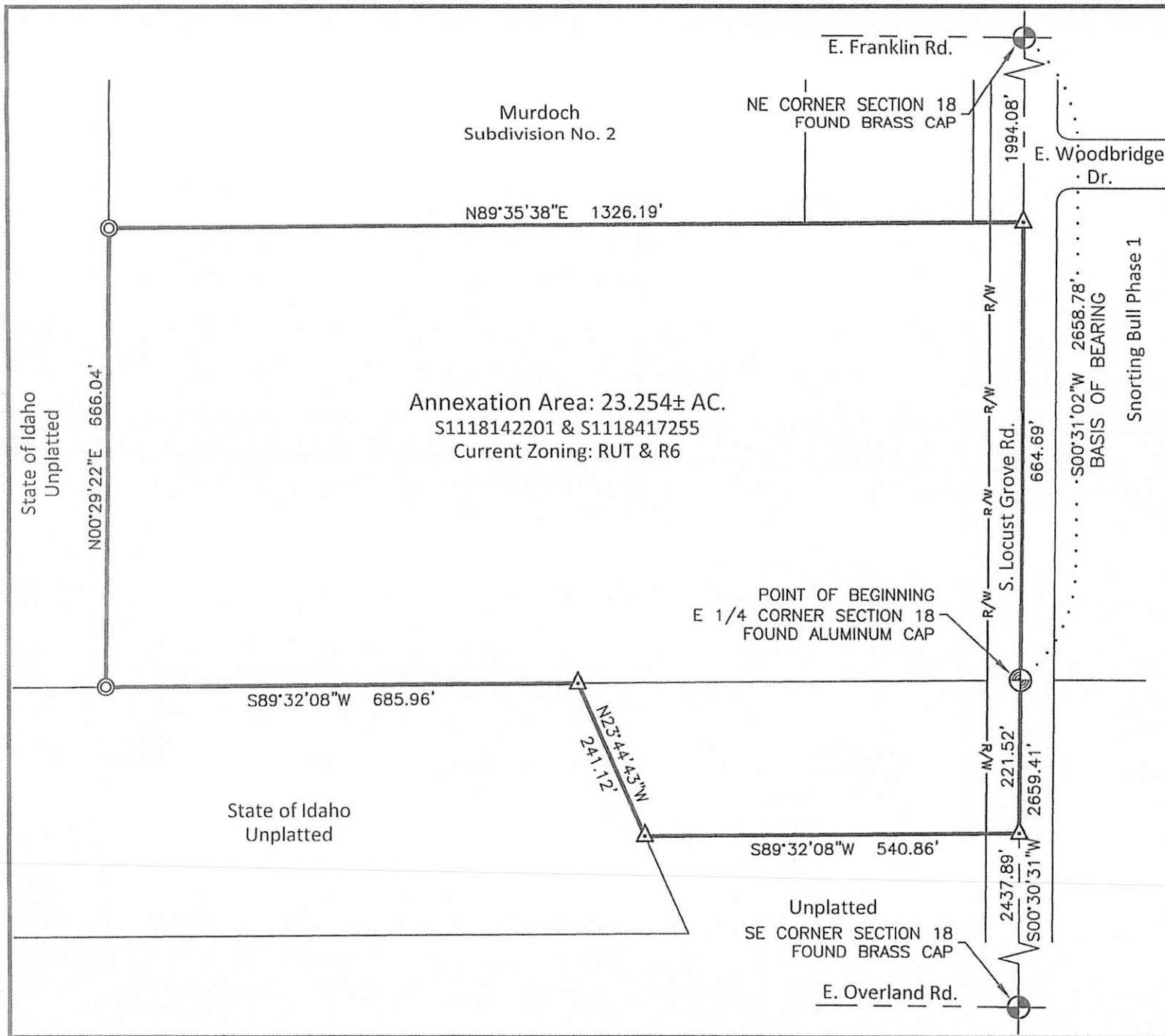


Exhibit B - Annexation State of Idaho Board of Education

The S 1/2 of the SE 1/4 of the NE 1/4 and a portion of the
NE 1/4 of the SE 1/4 of Section 18, T3N, R1E, BM, Ada County, ID

DATE: June 2024

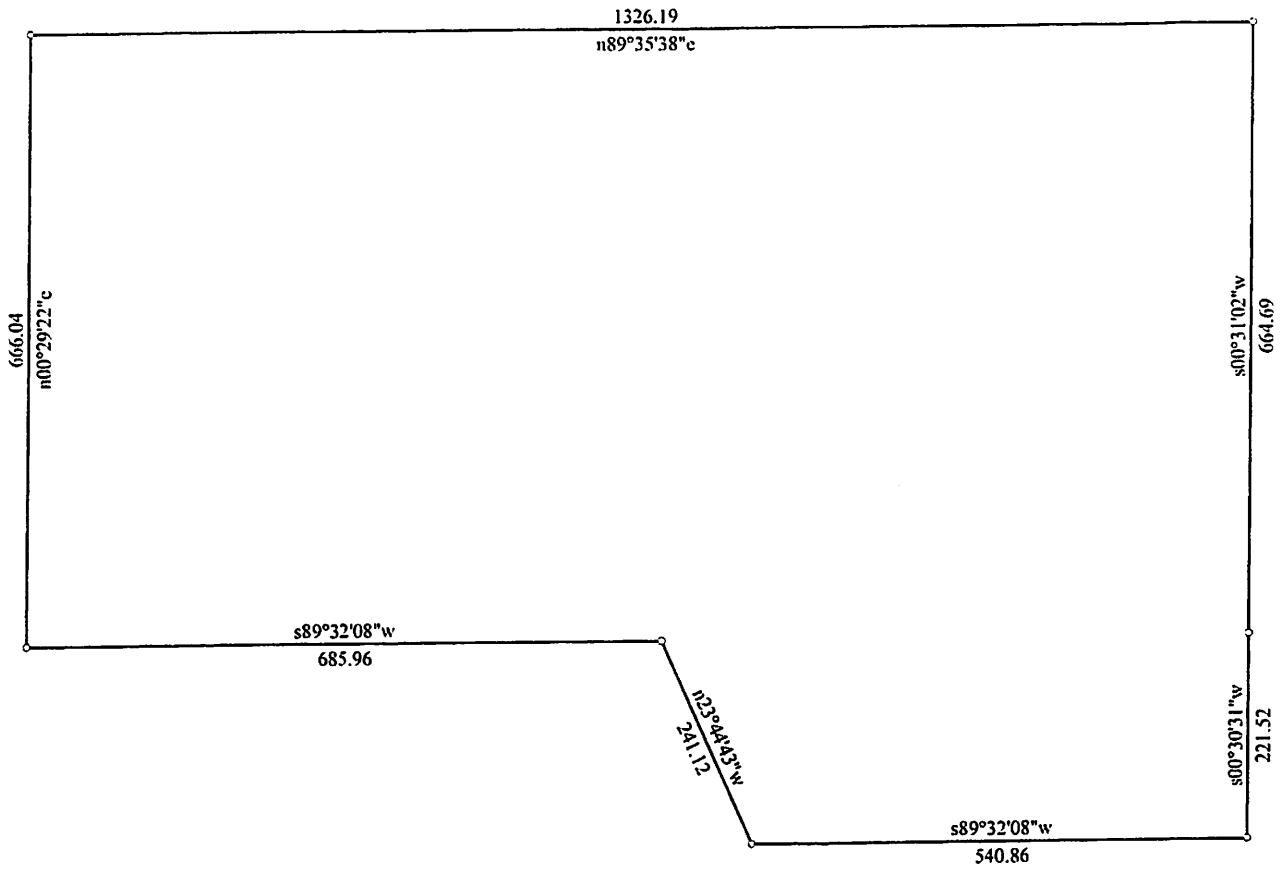
PROJECT: 19-069

SHEET:
1 OF 1

km
ENGINEERING

ENGINEERS . SURVEYORS . PLANNERS

9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930



Title:		Date: 06-07-2024
Scale: 1 inch = 200 feet	File:	
Tract 1: 23.254 Acres: 1012945 Sq Feet: Closure = s58.4213w 0.01 Feet: Precision =1/476082: Perimeter = 4346 Feet		
001=s00.3031w 221.52	004=s89.3208w 685.96	007=s00.3102w 664.69
002=s89.3208w 540.86	005=n00.2922e 666.04	
003=n23.4443w 241.12	006=n89.3538e 1326.19	

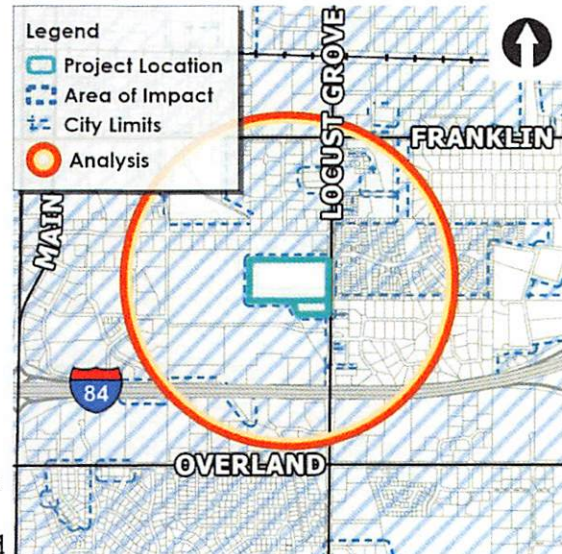
EXHIBIT B

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 8/15/2024
TO: Mayor & City Council
FROM: Bill Parsons, Current Planning Supervisor
208-884-5533
bparsons@meridiancity.org
APPLICANT: Marty Vizcarra
SUBJECT: H-2024-0027
Idaho State University

LOCATION: Property is generally located on the west side of S. Locust Grove Rd.; midway between E. Franklin Rd. and E. Overland Rd. in the NE 1/4 and SE 1/4 of Section 18, T.3N., R.1E.



I. PROJECT OVERVIEW

A. Summary

Annexation of 23.254 acres of land from RUT and R-6 in Ada County to the C-G zoning district, by Idaho State University.

B. Issues/Waivers

1. The applicant is requesting that the three existing structures not connect to city utilities at this time. After consultation with the City Engineer, staff supports this request, provided that the applicant abandons the existing well and septic system.
2. Continue using the three (3) existing structures for storage. They are currently being used to meet the university's operational needs. Staff is supportive of the buildings remaining on the site as long as the buildings and property are properly maintained.

C. Recommendation

Staff: Approval

D. Decision

City Council: Approved

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant County residence and several outbuildings/Agricultural operations	-
Proposed Land Use(s)	Public Education Institution (ISU Campus)	-
Existing/Proposed Zoning	Rural Urban Transition Area (RUT) and R-6 in Ada County	VII.A.2
Future Land Use Designation	Commercial	VII.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	Friday, June 7, 2024
Neighborhood Meeting	5/28/2024
Site posting date	8/30/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		II.E
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	S. Locust Grove Road – cross access with the ICOM property to access E. Central Drive	-
• Traffic Level of Service	Better than “E” and Better than “D”.	-
ITD Comments Received	No	Error! Reference source not found.

See City/Agency Comments and Conditions Section below and review the public record for all department/agency comments received.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The subject property is currently designated Commercial on the future land use map (FLUM). This designation provides a full range of commercial uses to serve area residents and visitors. Desired uses may include retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses. Multi-family residential may be allowed in some cases, but should be careful to promote a high quality of life through thoughtful site design, connectivity, and amenities. Sample zoning include: C-N, C-C, and C-G.

The applicant is requesting the annexation of 23.254 acres of land from the RUT and R-6 zoning districts in Ada County to the C-G zoning district, with the intent to develop the site for a Public Education Institution. This annexation is necessary for ISU to access allocated funds for infrastructure improvements, though no actual development is proposed at this time. Typically, the City requires a concept plan that includes details such as site access, parking, building sizes, pedestrian circulation, and common open space. However, due to the long-term nature of this project, developing these details as part of a comprehensive master plan is crucial. Therefore, City staff has requested that ISU submit a future planned unit development to allow adequate time for master planning the property and coordinating with other partnering agencies.

B. Site Development and Use Analysis

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

The applicant is requesting to retain the three existing structures without connecting them to city utilities until redevelopment can take place. These structures are currently being used for storage to support the university's operational needs. In the meantime, the University commits to regularly maintaining the existing structures and property to ensure they remain clean and orderly. When redevelopment occurs, all existing structures will be removed.

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

Goal 2.04.01 of the Plan emphasizes the importance of the City partnering with schools, non-profits, and other community-based organizations to provide a variety of educational opportunities throughout all stages of life. The 23.254-acre site is proposed for expansion as part of Idaho State University, a Public Education Institution. The proposed C-G zoning aligns with the comprehensive plan's commercial designation, where an educational institution is a principally permitted use in this zone. Idaho State University envisions the site accommodating academic buildings, university housing (dorms), clinical space (healthcare), multi-use facilities, and outdoor amenities. Given the complexity of the project, the development is expected to unfold over a 30-year timeline. **The applicant will be required to submit and obtain approval of a Planned Unit Development (PUD) prior to developing the property.**

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

With annexation of this property, any future development is required to comply with the dimensional standards listed in UDC Table 11-2B-3 for the C-G zoning district.

C. Design Standards Analysis

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

Goal 5.01.02D of the Plan emphasizes the importance of building design, and landscaping elements to buffer, screen, beautify, and integrate commercial, multifamily, and parking lots into existing neighborhoods. Future development plans, including site layouts, landscape designs, and building elevations, should adhere to the structure and site design standards set

forth in UDC 11-3A-19 and the Architectural Standards Manual (ASM). Additionally, future design concepts will be reviewed and approved through the Planned Unit Development (PUD) process to ensure compatibility with neighboring properties as set forth in UDC 11-7.

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

Future development shall comply with the landscape standards listed in UDC 11-3B.

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

Future development shall comply with the parking standards listed in UDC 11-3C.

D. Transportation Analysis

1. Access (*Comp Plan and UDC 11-3A-3*):

Please note that the concept plan used in the TIS is subject to change during the City's review of the PUD application. However, it does establish a baseline for evaluating access to this property and future mitigation measures as discussed in this section of the report.

The City has received ACHD's staff report on the proposed annexation request. This development is estimated to generate 5,330 vehicle trips per day, 552 vehicle trips per hour in the AM peak hour and 481 vehicle trips per hour in the PM peak hour, based on the traffic impact study. The TIS also evaluated two (2) accesses to S. Locust Grove Rd. and one (1) access to E. Central Drive.

- Access 1 is proposed as a full access driveway located as far as possible for the Locust Grove Road/Central Drive intersection. The proposed access would replace an existing full-access driveway and is critical to the traffic operation and circulation of the proposed development.
- Access 2 is proposed as a full-access driveway to replace the existing access to the residential home and is critical to traffic operation and circulation of the proposed development.
- Access 3 is proposed as right-out only access due to its proximity to Woodbridge Drive and the neighboring property to the north. Access 3 meets District access spacing standards and avoids turning movement conflicts.

The applicant's proposal does not fully comply with ACHD's Access and Driveway Location Policies. Typically, access for this development would be limited to Central Drive, a collector roadway, because it is a lower-classified roadway than Locust Grove Road, which is a minor arterial. However, Access 1 is necessary for the existing parking lot, and Accesses 2 and 3 are required for internal site circulation. Driveways on Locust Grove Road are generally required to be 660 feet apart from other full-movement driveways or 330 feet apart for driveways limited to right-in/right-out access. Despite these requirements, ACHD supports the applicant's access evaluation from the traffic impact study, as all driveways are essential for proper site circulation, and Access 3 is restricted to right-out only.

Additional improvements identified in the TIS include the construction of a southbound right-turn lane at the Locust Grove Road/Access 2 intersection and a second westbound through lane at the Central Drive/ Locust Grove intersection that runs from the intersection west to terminate as a right-turn drop lane at the Central Drive/Access 1 intersection.

In line with ACHD's policies, the Comprehensive Plan and the UDC require developments to access a lesser-classified street. Goal 6.01.02B of the Plan encourages minimizing the number of existing access points onto arterial streets by utilizing methods such as cross-access agreements, access management, and frontage or backage roads, while promoting connectivity between local and collector streets. The purpose of UDC 11-3A-3 is to enhance safety by consolidating and/or limiting access points to arterial streets, ensuring safe entry for

motorists. Currently, the primary access to this property is from S. Locust Grove Road. However, the City previously required cross-access to this property through the ICOM parking lot. Staff concurs with the ACHD report and agrees some access to Locust Grove Road is necessary for internal site circulation. With a future development application, both the City and ACHD will review access points on S. Locust Grove Road and E. Central Drive. At a minimum, the driveway and cross-access provided by the ICOM property should be utilized for the proposed development. Staff also encourages the applicant to explore additional access options through coordination with the Idaho State Police. Staff recommends a provision in the development agreement requiring the applicant to comply with the access standards set forth in UDC 11-3A-3.

2. Multiuse Pathways (*Comp Plan & UDC 11-3A-5 and UDC 11-3A-8*):

Both the Plan and the Unified Development Code (UDC) set forth policies and regulations for extending multiuse pathways in conjunction with new development. Goal 4.04.01A of the Plan encourages new developments and subdivisions connect to the existing pathway system. Multiuse pathways should be constructed in accordance with the City's Comprehensive Plan, the Meridian Pathways Master Plan, the Ada County Highway District Master Street Map, and the Roadways to Bikeways Master Plan. The Pathways Master Plan indicates a multi-use pathway along the Hunter Lateral, connecting with S. Locust Grove Road on the northeast portion of the site. The pathway currently stubs at the property line from the ICOM parking lot on the southern border. With future development, the applicant will be required to extend this pathway through the site and landscape it in accordance with UDC 11-3A-5, 11-3A-8, and 11-3B-12C.

E. Services Analysis

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

The Hunter Lateral bisects the property, with an easement that extends a minimum of 100 feet in total—50 feet on either side of the lateral's centerline. The applicant proposes to tile and pipe the irrigation canal in accordance with UDC 11-3A-6. Any improvements within the easement area will require approval from the Nampa Meridian Irrigation District (NMID).

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

Both the Plan and the UDC establish policy and regulations for extending and connecting to City utilities. Goal 3.03.03G of the Plan mandates urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities. Connection to City water and sewer services is typically required with annexation, unless otherwise approved by the City Engineer in accordance with UDC 11-3A-21. As mentioned, the applicant is requesting that the three existing structures not connect to city utilities at this time. After consultation with the City Engineer, staff supports this request, provided that the applicant abandons the existing well and septic system.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.

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

1. Before commencing development on the property, the applicant must submit and obtain approval of a Planned Unit Development (PUD) application.
2. The three existing buildings on the site shall be used solely for storage until future development is proposed, and at which time, all buildings must be removed and the existing well and septic system ~~must be~~ abandoned.
3. The property and existing structures must be maintained to prevent them from becoming a noxious use in accordance with UDC 11-3A-10.
4. Access to the property must comply with the standards set forth in UDC 11-3A-3. The City and ACHD will determine appropriate access to S. Locust Grove Road and E. Central Drive during the review and approval of the PUD application.
5. The site plan submitted with the PUD application shall incorporate a primary access from E. Central Drive that aligns with one of the existing driveways on the southside of the road.

B. Ada County Development Services



**ADA COUNTY
DEVELOPMENT SERVICES**

200 W. FRONT STREET, BOISE, IDAHO 83702-7300
<https://adacounty.id.gov/developmentservices>

PHONE (208) 287-7900
FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

July 19, 2024

Bill Parsons
Ada County Development Services
200 W Front Street
Boise, ID 83702

RE: H-2024-0027 / 785 S Locust Grove Road / Idaho State University Annexation

Bill,

The City of Meridian has requested feedback regarding the proposed annexation and rezone from Rural Urban Transition (RUT) to General Retail and Service Commercial (C-G) of 23.25 acres located at 785 S Locust Grove Road. The proposed future uses are to include facilities for academic, residential, clinical and community needs.

Ada County is supportive of the proposed annexation as it is compatible with *Goal 2.2* of the Ada County Comprehensive Plan, which encourages urban development be directed to Areas of City Impact where investments in urban services have already been made.

Ada County is supportive of the proposed zone to C-G as it is compatible with the Future Land Use Map of the Meridian Comprehensive Plan, as adopted by Ada County, as it designates the subject property as *Commercial*, which is intended to provide retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses, and may include multi-family.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

C. Quality (DEQ)

See public record.

D. Idaho State Police

See public record.

E. Ada County Highway District (ACHD)



Alexis Pickering, President
Miranda Gold, Vice-President
Jim Hansen, Commissioner
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

Date: August 2, 2024

To: Marty Vizcarra, via email

Staff Contact: Kara Leigh Troyer, Planner

Project Description: Idaho State University

Trip Generation: This development is estimated to generate 5,330 vehicle trips per day, 552 vehicle trips per hour in the AM peak hour and 481 vehicle trips per hour in the PM peak hour, based on the traffic impact study.

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

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	

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

ACHD Planned Improvements	
IPWVP	X
CIP	X

Livable Street Performance Measures	
Pedestrian	LTS X
Cyclist	LTS X

Is Transit Available?	
Yes	
No	X

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 • 3775 Adams Street • Garden City, ID • 83714 • PH 208 387-6100 • FX 345-7650 • www.achdidaho.org

V. FINDINGS

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

VI. ACTION

A. Staff:

Staff recommends approval of the annexation based on the analysis in section III and Findings in section V.

B. Commission:

The Meridian Planning & Zoning Commission heard this item on August 15, 2024. At the public hearing, the Commission moved to recommend approval of the subject AZ request.

Summary of Commission public hearing:

- a. In favor: Brian Sagendorf
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Bill Parsons
- f. Other Staff commenting on application: None

Key issue(s) of public testimony:

- a. None

Key issue(s) of discussion by Commission:

- a. Future access to serve the proposed development.

Commission change(s) to Staff recommendation:

- a. None

Outstanding issue(s) for City Council:

- a. See [issues/waivers](#) section at the beginning of the report.

C. City Council:

The Meridian City Council heard this item on September 10, 2024. At the public hearing, the Council voted to approve the subject AZ request.

1. Summary of the City Council public hearing:

- a. In favor: Brian Sagendorf
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Bill Parsons
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

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

- a. Access to S. Locust Grove Rd.
- b. Updating the traffic study to include E. Woodbridge Drive in the analysis.

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

- a. Modify DA provision # 2 to clarify the well and septic can be abandoned with future development.
- b.

Added a new DA provision requiring a primary access to the campus from E. Central Drive.

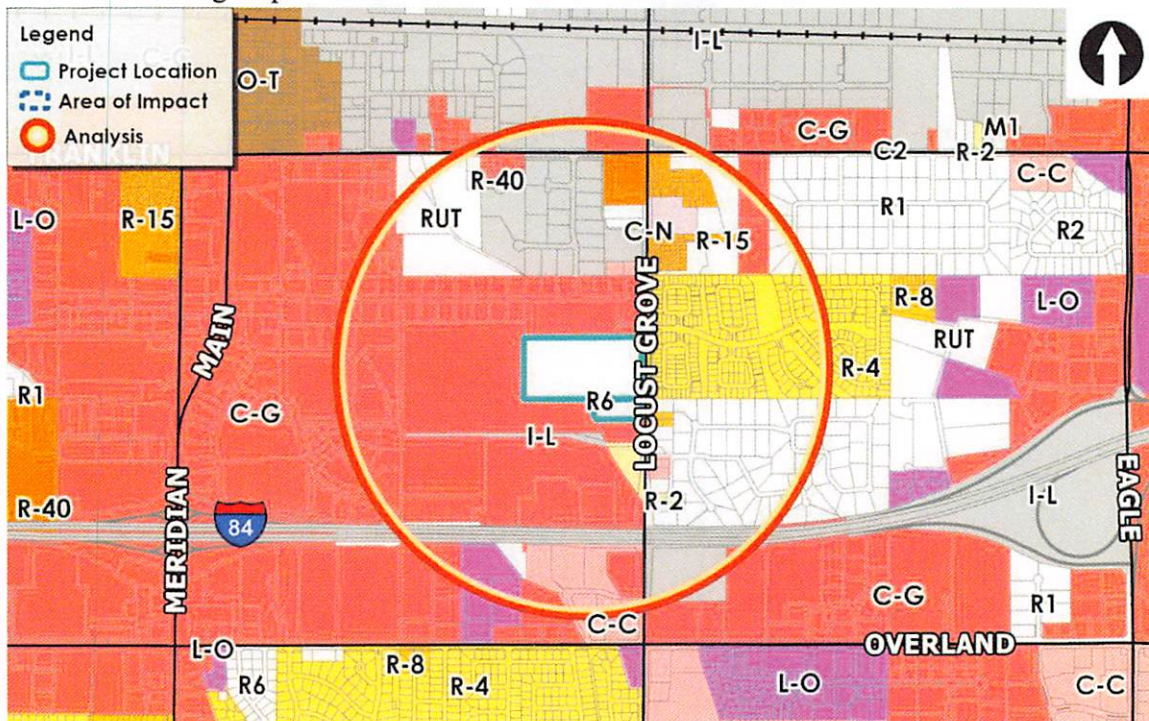
VII. EXHIBITS

A. Project Area Maps

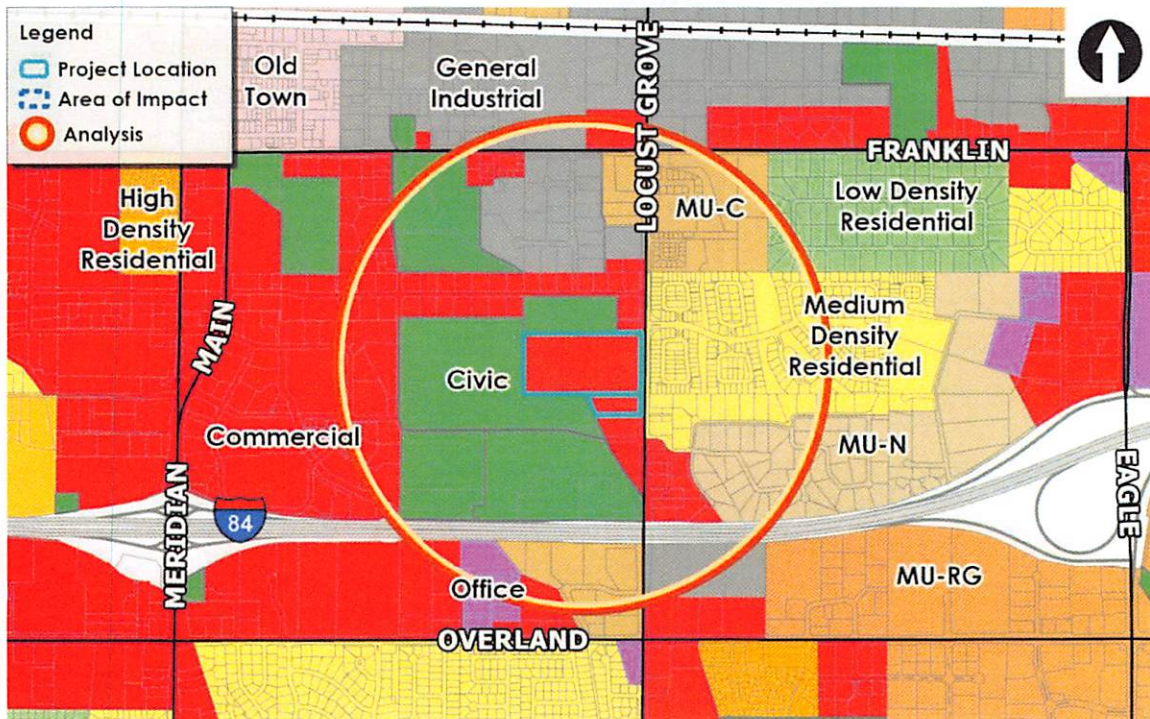
1. Aerial



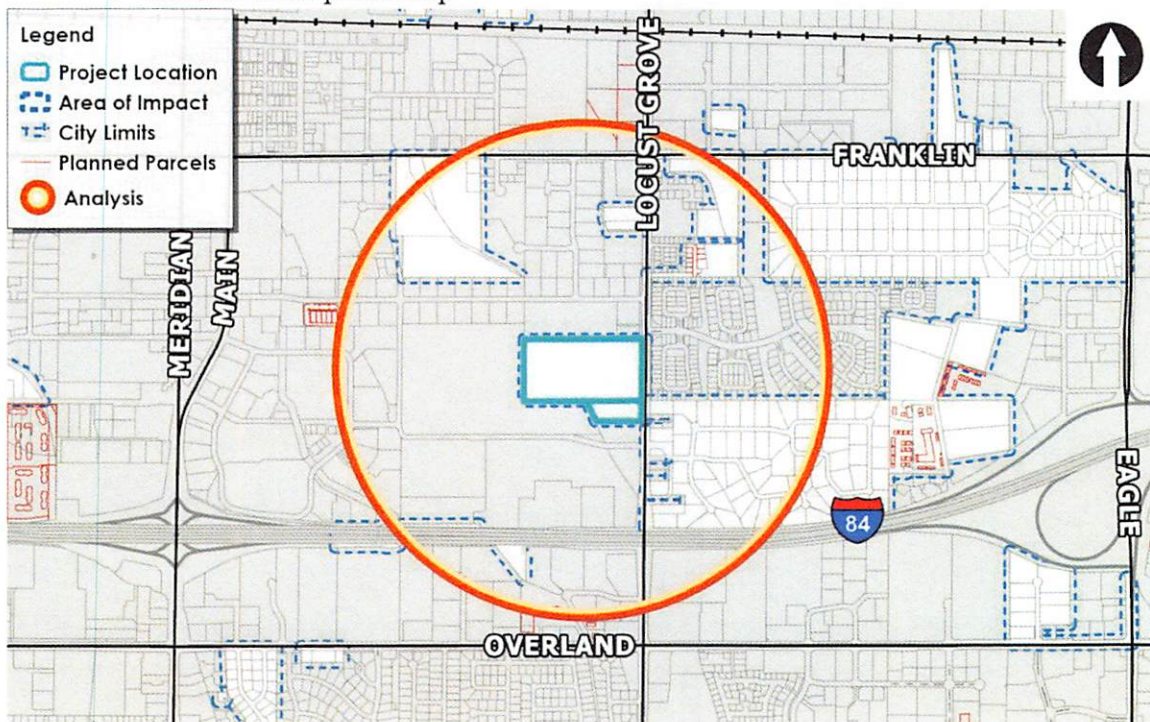
2. Zoning Map



3. Future Land Use



4. Planned Development Map



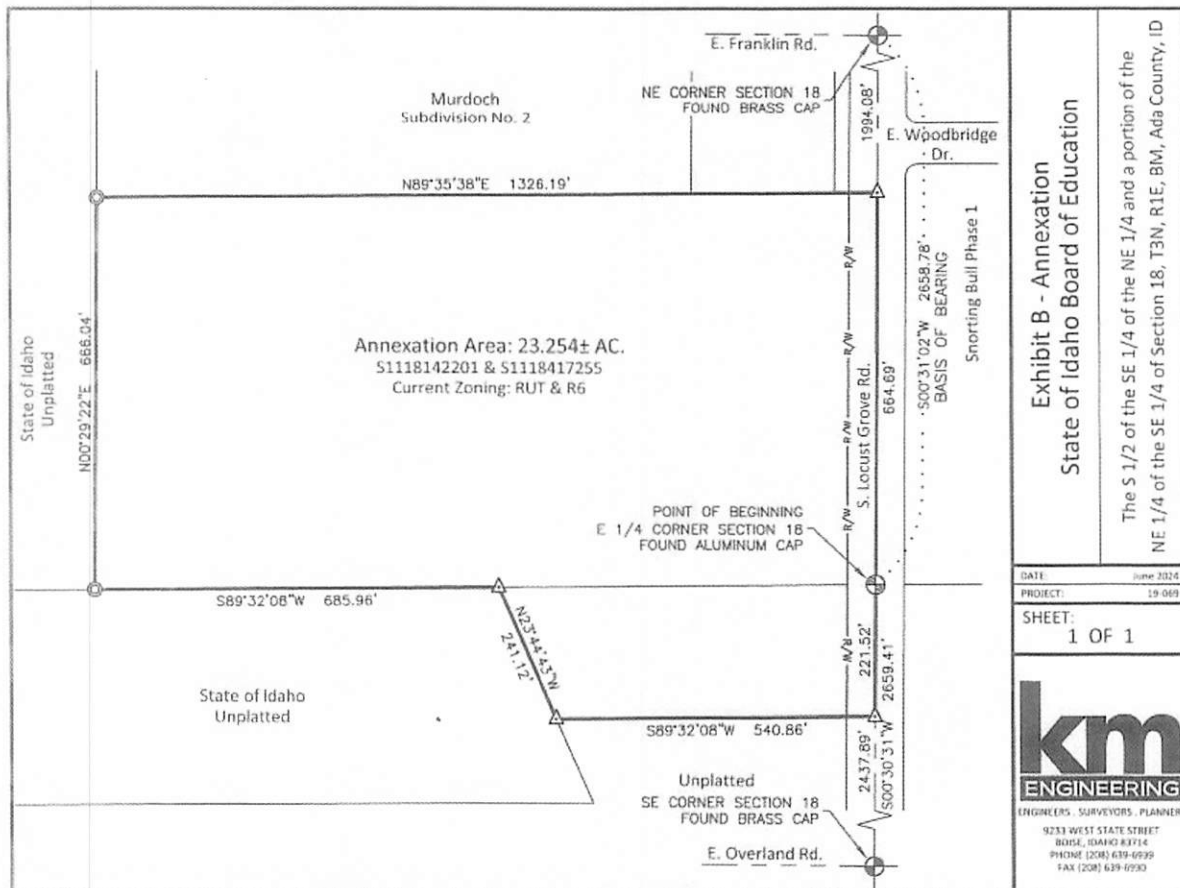
B. Subject Site Photos



C. Service Accessibility Report

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 < 5 min.	GREEN
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
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	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

D. Annexation Legal Description & Exhibit Map





June 7, 2024
Project No. 19-069

Exhibit A
Legal Description for
Annexation

A parcel of land being the South 1/2 of the Southeast 1/4 of the Northeast 1/4 and a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

BEGINNING at an aluminum cap marking the east 1/4 corner of said Section 18, which bears S00°31'02"W a distance of 2,658.78 feet from a brass cap marking the northeast corner of said Section 18;
Thence following the easterly line of said southeast 1/4 of Section 18, S00°30'31"W a distance of 221.52 feet;
Thence leaving said easterly line, S89°32'08"W a distance of 540.86 feet to the centerline of an irrigation lateral;
Thence following said centerline, N23°44'43"W a distance of 241.12 feet to the southerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4;
Thence leaving said centerline and following said southerly line, S89°32'08"W a distance of 685.96 feet to a 5/8-inch rebar;
Thence leaving said southerly line and following the westerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N00°29'22"E a distance of 666.04 feet to a 5/8-inch rebar;
Thence leaving said westerly line and following the northerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N89°35'38"E a distance of 1,326.19 feet;
Thence leaving said northerly line and following the easterly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, S00°31'02"W a distance of 664.69 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 23.254 acres, more or less.

Attached hereto is Exhibit B and by this reference is hereby made a part of.

