

## DEVELOPMENT AGREEMENT

- PARTIES:**
- 1. City of Meridian**
  - 2. 5B Holdings LLC, 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 **5B Holdings LLC**, whose address is 7007 Chinden Blvd., Meridian, ID, 83646, hereinafter called OWNER/DEVELOPER.

**1. RECITALS:**

- 1.1 **WHEREAS**, Owner 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 has submitted, or authorized the submission of, an application for annexation and zoning of 71.445 acres of land with a request for the R-8 (Medium-Density Residential) (47.79 acres) and C-N (Neighborhood Business District) (23.655 acres) zoning districts on the Property 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 them 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 21<sup>st</sup> day of April, 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 **5B Holdings LLC**, whose address is 7007 Chinden Blvd., Meridian, ID, 83646, 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 to be bound by this Agreement and located in the County of Ada, City of Meridian, legally described in Exhibit “A” describing a parcel bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

5. **CONDITIONS GOVERNING DEVELOPMENT OF 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 this site shall be generally consistent with the concept plan and building elevations included in Section VIII of the Staff Report attached to the Findings and the provisions contained herein.
  - b. Any future development of the Property must comply with the City of Meridian ordinances in effect at the time of the development.
  - c. The following uses shall be prohibited in the C-N zoned portion of the property: Fuel Sales Facilities, Storage Facilities, Vehicle Washing Facilities, Vertically Integrated Residential Projects, and tiers 2 and 3 Drive-Through Establishments.
  - d. Future development shall promote no-mow fescues, naturalized plants, dry creek materials, split-rail fencing, and other rural landscape elements in landscape buffers and open space as listed in the Fields Sub-Area Plan.
  - e. Retail commercial uses shall be restricted to building sizes of 10,000 square feet or less.
  - f. Direct access to Chinden Boulevard is prohibited except at N. Owyhee Storm Avenue.
  - g. The applicant shall record a cross-access agreement from the C-N property to both parcels to the east (Parcel #S0429110001 and Parcel #R5743000010).
  - h. No development shall commence on the property until sewer service is readily available at the Property and meets one of the following criteria:
    - The connection to this City's sewer collection system is actively being installed by the Owner/Developer; or
    - Sewer has already been stubbed to the Property.
  - i. Prior to any future development and once sewer service is readily available at the Property, the Owner/Developer shall submit a development agreement modification, a preliminary plat to further subdivide the entire property, and amend the concept plan to be consistent with design elements outlined in the Fields Sub-Area Plan, Comprehensive Plan, and UDC.

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

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

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

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

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agrees 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:**  
5B Holdings LLC  
7007 Chinden Blvd.  
Meridian, Idaho 83646

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:**

**5B Holdings LLC**



**By: Mark Bottles**

**Its: Manager**

State of Idaho)

: ss:

County of Ada)

On this 6 day of May, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mark Bottles**, known or identified to me to be the **Manager** of **5B Holdings LLC** and 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: 3-28-2030

**CITY OF MERIDIAN**

ATTEST:

By: \_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk

State of Idaho )

: ss

County of Ada )

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.

\_\_\_\_\_  
Notary Public for Idaho

My Commission Expires: \_\_\_\_\_

# EXHIBIT A

Description for  
**Annexation**  
January 15, 2026

A portion of the West 1/2 of the Northeast 1/4 of Section 29, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, T.4N. R.1W., B.M. from which the Section corner common to Sections 20, 21, 28 and 29, T.4N. R.1W., B.M., bears South 89°15'11" East, 2657.24 feet; thence on the north boundary line of said Section 29, South 89°15'11" East, 703.00 feet to the **POINT OF BEGINNING**;

thence continuing, South 89°15'11" East, 625.49 feet to the East 1/16 corner common to said Sections 20 and 29;

thence leaving said north boundary line, South 00°55'39" West, 2,633.57 feet to the Center-East 1/16 corner of said Section 29;

thence North 89°22'31" West, 1,325.05 feet to the Center 1/4 corner of said Section 29;

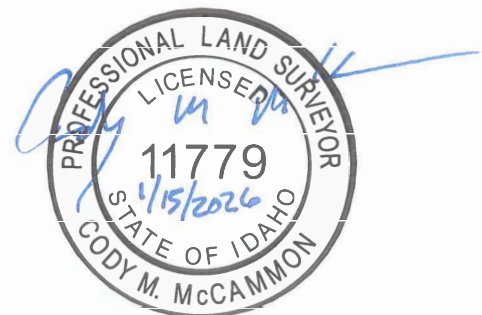
thence on the north-south centerline of said Section 29, North 00°51'09" East, 2,090.39 feet;

thence leaving said north-south centerline, South 89°15'11" East, 703.00 feet;

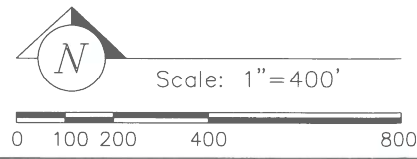
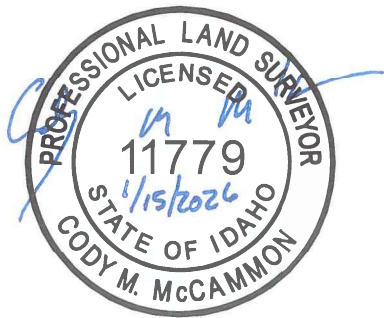
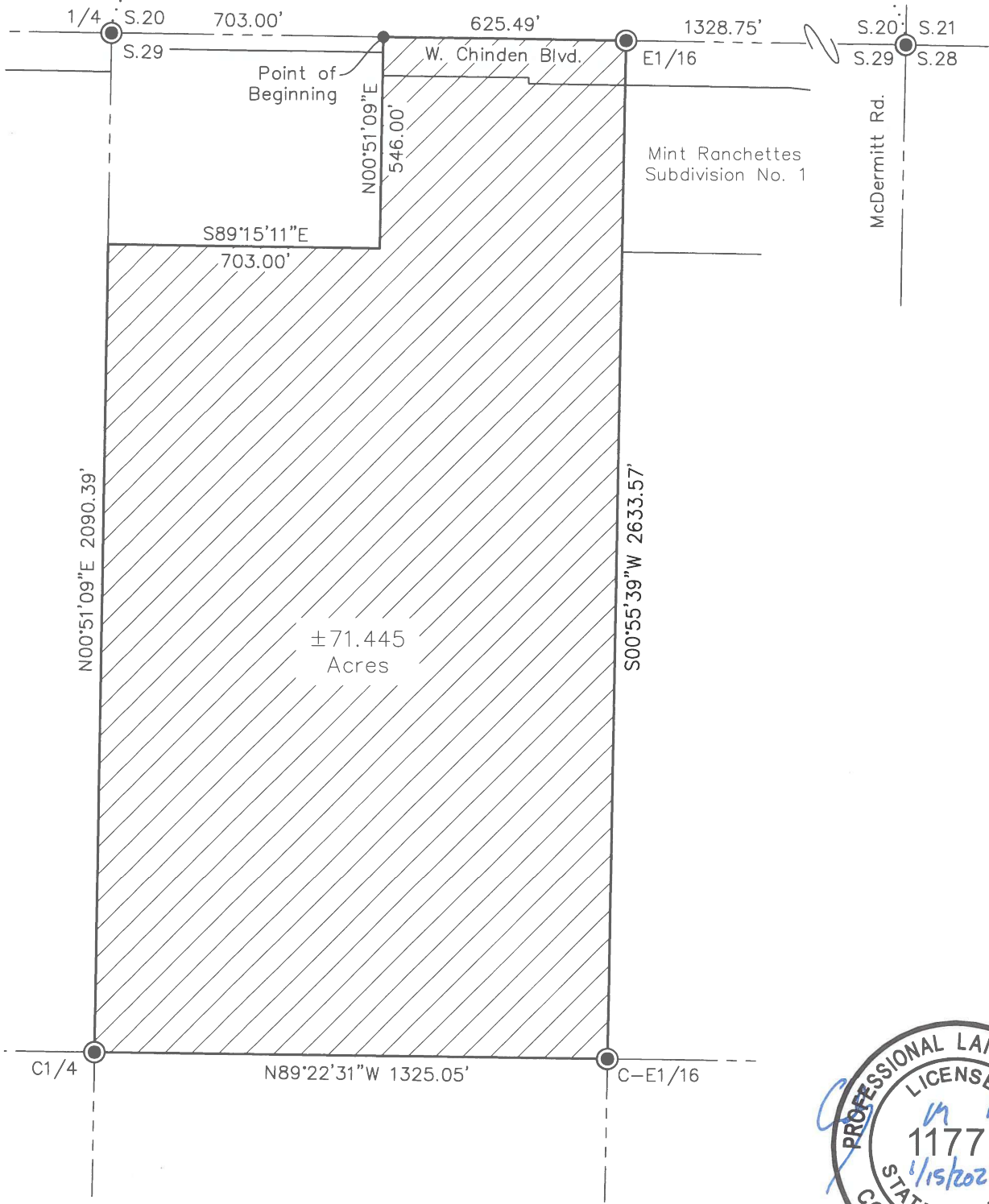
thence North 00°51'09" East, 546.00 feet to the **POINT OF BEGINNING**.

Containing 71.445 acres, more or less.

End of Description.



Basis of Bearings  
S89°15'11"E 2657.24'



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**IDAHO SURVEY GROUP, LLC**  
9939 W. EMERALD ST.  
BOISE, IDAHO 83704  
(208) 846-8570

Annexation Exhibit for  
**7007 Chinden Blvd.**

A portion of the W1/2 of the NE1/4 of Section 29,  
T.4N., R.1W., B.M., Ada County, Idaho

Job No. 26-011
Sheet No. 1
Dwg. Date 1/15/2026

Description for  
**C-N Zone**  
January 22, 2026

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, T.4N. R.1W., B.M. from which the Section corner common to Sections 20, 21, 28 and 29, T.4N. R.1W., B.M., bears South 89°15'11" East, 2657.24 feet; thence on the north boundary line of said Section 29, South 89°15'11" East, 703.00 feet to the **POINT OF BEGINNING**;

thence continuing, South 89°15'11" East, 625.49 feet to the East 1/16 corner common to said Sections 20 and 29;

thence leaving said north boundary line on the east boundary line of the Northwest 1/4 of the Northeast 1/4 of said Section 29, South 00°55'39" West, 1,066.34 feet;

thence leaving said east boundary line, North 89°08'51" West, 1,327.09 feet to the north-south centerline of said Section 29;

thence on said north-south centerline, North 00°51'09" East, 517.89 feet;

thence leaving said north-south centerline, South 89°15'11" East, 703.00 feet;

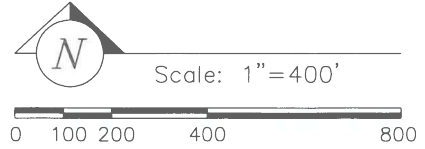
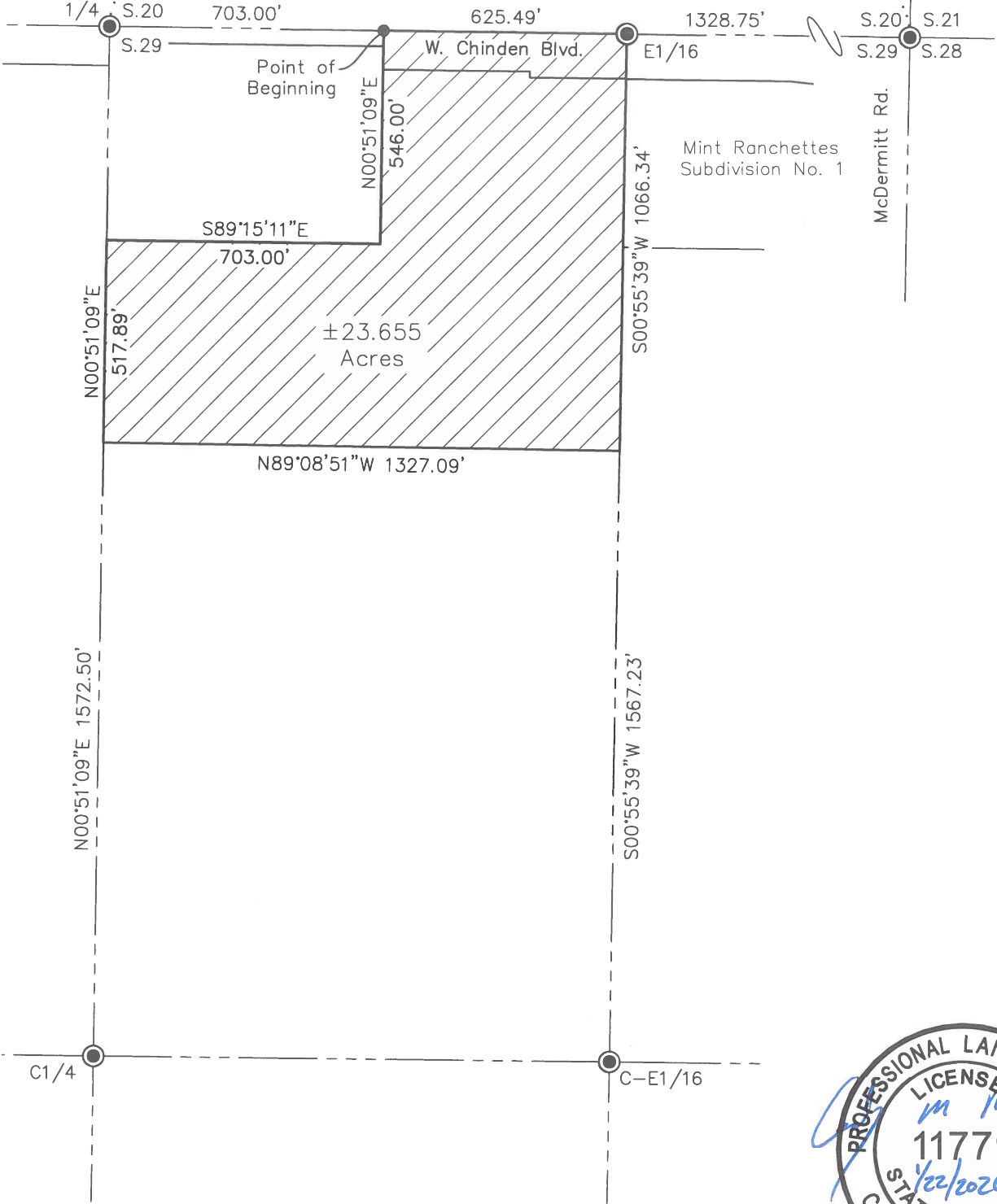
thence North 00°51'09" East, 546.00 feet to the **POINT OF BEGINNING**.

Containing 23.655 acres, more or less.

End of Description.



Basis of Bearings  
S89°15'11"E 2657.24'



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	<b>IDAHO SURVEY GROUP, LLC</b> 9939 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570
	Exhibit Map for <b>C-N Zone</b>

A portion of the NW1/4 of the NE1/4 of Section 29,  
T.4N., R.1W., B.M., Ada County, Idaho

Job No. 26-011
Sheet No. 1
Dwg. Date 1/22/2026

Description for  
**R-8 Zone**  
January 22, 2026

A portion of the West 1/2 of the Northeast 1/4 of Section 29, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, T.4N. R.1W., B.M. from which the Section corner common to Sections 20, 21, 28 and 29, T.4N. R.1W., B.M., bears South 89°15'11" East, 2657.24 feet; thence on the north-south centerline of said Section 29, South 00°51'09" West, 1,063.89 feet to the **POINT OF BEGINNING**;

thence leaving said north-south centerline, South 89°08'51" East, 1,327.09 feet to the east boundary line of the West 1/2 of the Northeast 1/4 of said Section 29;

thence on said east boundary line, South 00°55'39" West, 1,567.23 feet to the Center-East 1/16 corner of said Section 29;

thence North 89°22'31" West, 1,325.05 feet to the Center 1/4 corner of said Section 29;

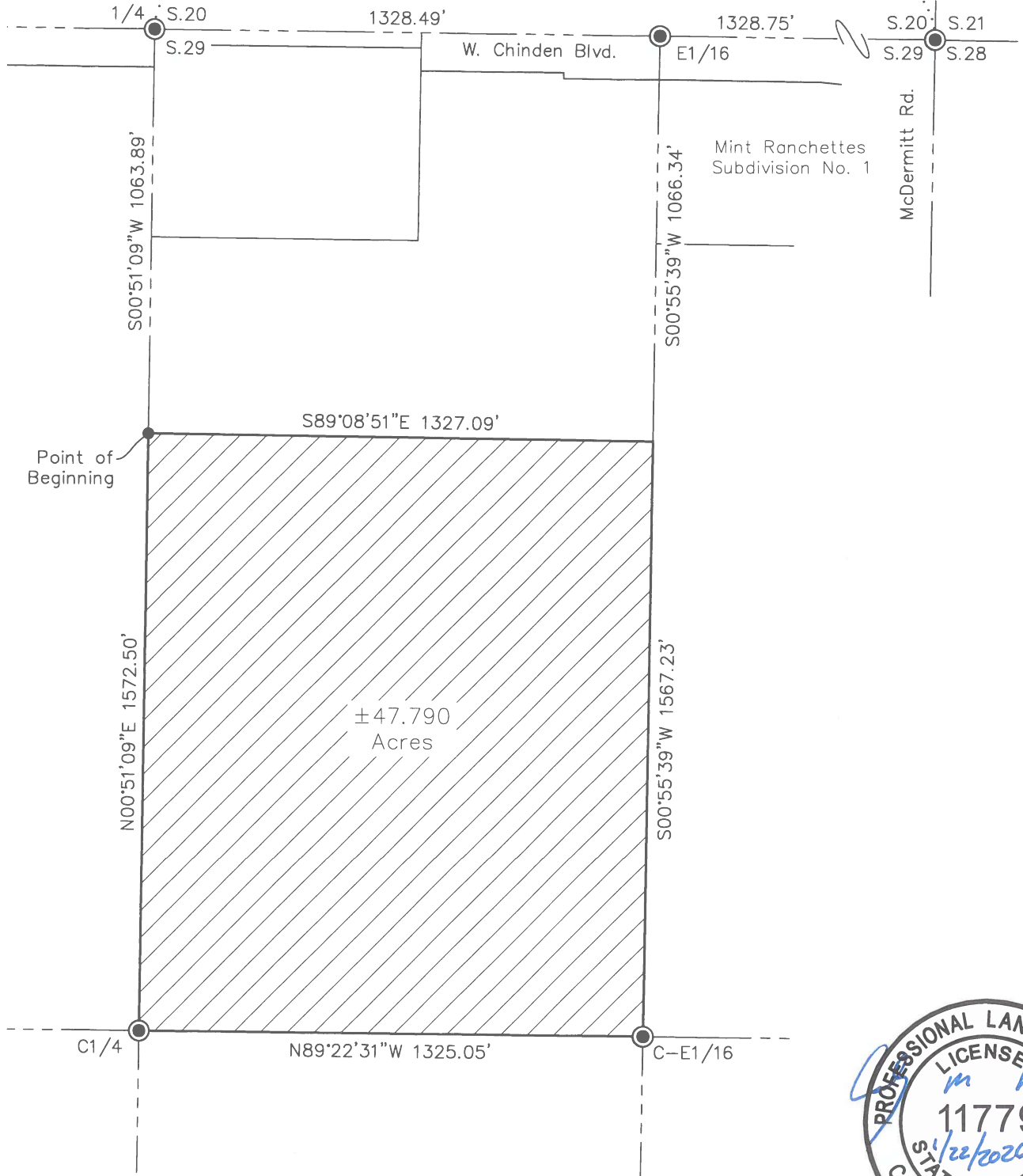
thence on the north-south centerline of said Section 29, North 00°51'09" East, 1,572.50 feet to the **POINT OF BEGINNING**.

Containing 47.790 acres, more or less.

End of Description.



Basis of Bearings  
 S89°15'11"E 2657.24'



Scale: 1"=400'



P:\7007 Chinden Blvd 26-011\dwg\R8 Zone Ex.dwg 1/22/2026 5:49:11 PM

**TSG** IDAHO SURVEY GROUP, LLC  
 9939 W. EMERALD ST.  
 BOISE, IDAHO 83704  
 (208) 846-8570

Exhibit Map for  
**R-8 Zone**  
 A portion of the W1/2 of the NE1/4 of Section 29,  
 T.4N., R.1W., B.M., Ada County, Idaho

Job No.  
 26-011  
 Sheet No.  
**1**  
 Dwg. Date  
 1/22/2026

## EXHIBIT B

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



**In the Matter of the Request for annexation of 71.445 acres of land with the R-8 and C-N zoning districts. The R-8 zone consists of 47.79 acres, and the C-N zone consists of 23.655., by Emily Mueller.**

**Case No(s). H-2026-0003**

**For the City Council Hearing Date of: April 14<sup>th</sup>, 2026 (Findings on April 21<sup>st</sup>, 2026)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of April 14<sup>th</sup>, 2026, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of April 14<sup>th</sup>, 2026, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of April 14<sup>th</sup>, 2026, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of April 14<sup>th</sup>, 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 April 14<sup>th</sup>, 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 is hereby approved per the conditions of approval in the Staff Report for the hearing date of April 14<sup>th</sup>, 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.

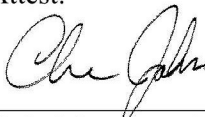
#### G. Attached: Staff Report for the hearing date of April 14<sup>th</sup>, 2026.


By action of the City Council at its regular meeting held on the 21st day of April,2026.

COUNCIL PRESIDENT JOHN OVERTON	VOTED <u>  AYE  </u>
COUNCIL VICE PRESIDENT ANNE LITTLE ROBERTS	VOTED <u>  AYE  </u>
COUNCIL MEMBER DOUG TAYLOR	VOTED <u>  AYE  </u>
COUNCIL MEMBER LUKE CAVENER	VOTED <u>  AYE  </u>
COUNCIL MEMBER LIZ STRADER	VOTED <u>  AYE  </u>
COUNCIL MEMBER BRIAN WHITLOCK	VOTED <u>  AYE  </u>
MAYOR ROBERT SIMISON	VOTED <u>          </u>
(TIE BREAKER)	

  
\_\_\_\_\_  
John Overton, Council President 4-21-2026

Attest:

  
\_\_\_\_\_  
Chris Johnson 4-21-2026  
City Clerk



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


By:  \_\_\_\_\_ Dated: 4-21-2026  
City Clerk's Office

EXHIBIT A

**COMMUNITY DEVELOPMENT  
DEPARTMENT REPORT**

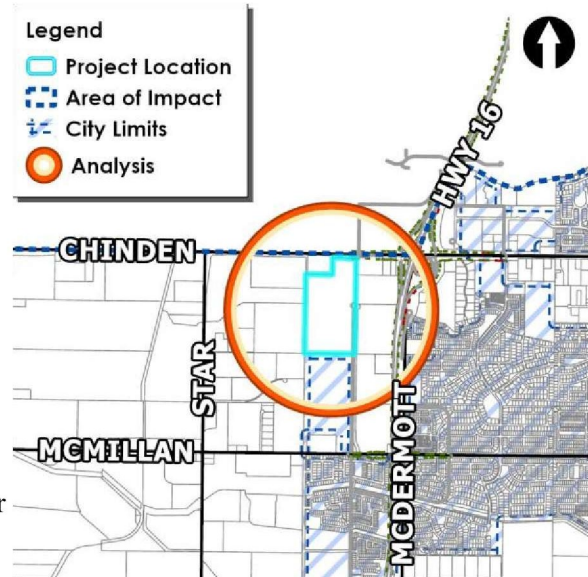


HEARING DATE: 4/14/2026  
TO: Mayor & City Council  
FROM: Bill Parsons, Current Planning Supervisor  
208-884-5533  
bparsons@meridiancity.org

APPLICANT: Emily Mueller

SUBJECT: H-2026-0003  
North Meridian Fields

LOCATION: Generally located at the southwest corner of SH-16 and Chinden Boulevard in the W 1/2 of the NE 1/4 of Section 29, T.4N., R.1W.



**I. PROJECT OVERVIEW**

**A. Summary**

Annexation of 71.445 acres of land with the R-8 and C-N zoning districts. The R-8 zone consists of 47.79 acres, and the C-N zone consists of 23.655.

**B. Directors Determination**

The Community Development and Public Works Directors made a director’s determination to allow for the annexation of the subject development without sewer services being available. Currently, the city is installing a sewer trunkline in McMillan Road that will ultimately serve the site.

**C. Recommendation**

Staff: Approval with a Development Agreement  
Planning and Zoning Commission: Approval

**D. Decision**

City Council: Approval

## II. COMMUNITY METRICS

**Table 1: Land Use**

Description	Details	Map Ref.
Existing Land Use(s)	Vacant/Agriculture in Ada County	-
Proposed Land Use(s)	Commercial and Residential	-
Existing Zoning	RUT in Ada County	VII.A.B
Proposed Zoning	R-8 (Medium Density Residential) and C-N (Neighborhood Business District)	
Adopted FLUM Designation	Medium Density Residential and Mixed Use Interchange	VII.A.C

**Table 2: Process Facts**

Description	Details
Preapplication Meeting date	1/13/2026
Neighborhood Meeting	1/15/2026
Site posting date	3/3/2026

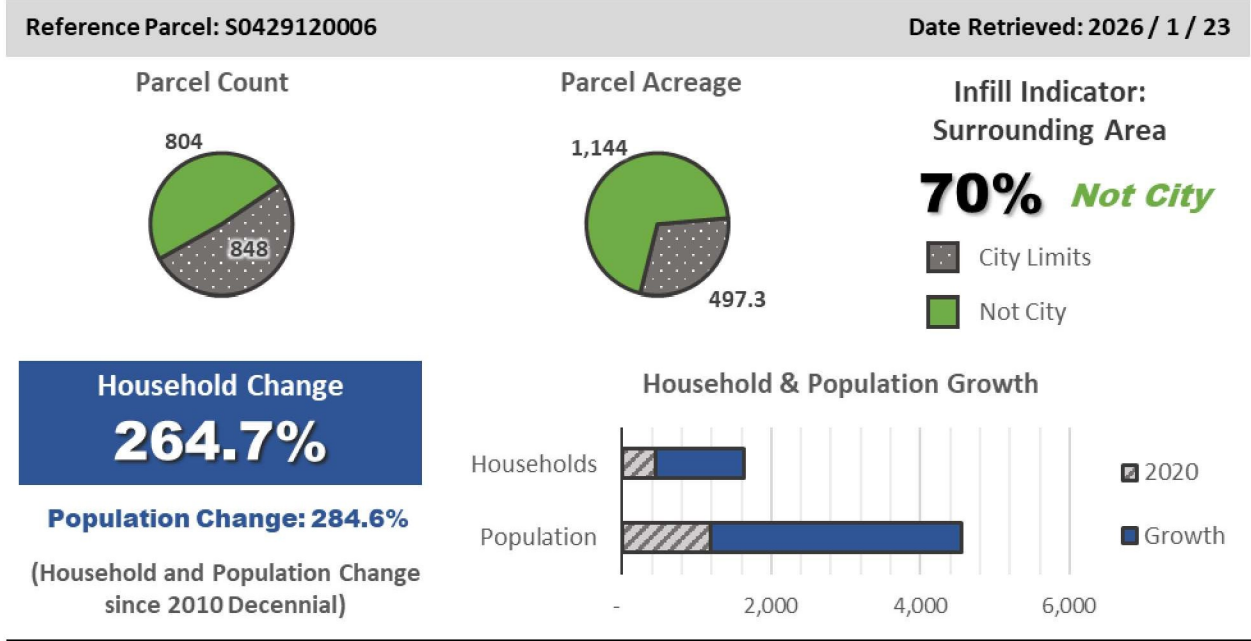
**Table 3: Community Metrics**

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.D
• Comments Received	Yes; Staff Report	-
• Commission Action Required	No	-
• Access	N. Owyhee Storm Avenue off of Chinden Boulevard and McMillan Road, and Ersatz Place off of McMillan Road.	-
• Traffic Level of Service	Star Road: F McMillan Road: Better than E	-
ITD Comments Received	No	-
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Sewer Not Available at Site	
• Impacts or Concerns	Yes; Sewer is not available and won't be made available until the city completes the trunk line in McMillan and a developer pulls the sewer to the site.	
Meridian Public Works Water		IV.B
• Distance to Mainline	Water Available at Site	
• Impacts or Concerns	None	

Note: See section IV. City/Agency Comments & Conditions for comments received or see the public record. Past the following link into your browser:

<https://weblink.meridiancity.org/WebLink/browse.aspx?id=430059&dbid=0&repo=MeridianCity> .

**Figure 1: One-Mile Radius Existing Condition Metrics**



### III. STAFF ANALYSIS

#### Comprehensive Plan and Unified Development Code (UDC)

##### A. General Overview

The proposed annexation and development spans across 71.445 acres of land with the northern half being designated as Mixed Use Interchange (MU-I) and the southern half being designated as Medium Density Residential on the Future Land Use Map (FLUM). In addition, the subject property falls within the Fields Sub-Area Plan located at the northwest corner of the City's area of impact boundary. This area is bounded by Ustick Rd. on the south, Can-Ada Rd. on the west, Chinden Blvd./US Highway 20/26 on the north, and McDermott Rd./SH-16 on the east.

In accord with the Fields Sub-Area Plan, the general character, design, and identity of this area shall have a cohesive theme that is "modern rural," which applies to housing, amenities, streetscape/open space, and retail/commercial. Additionally, some of the other thematic design elements that contribute to the desired character of the area should be adhered to such as lighting, fencing (e.g. split rail), landscaping (e.g. tall fescues, dry creek materials, wildflowers, street trees, etc.), public art, on-street bike lanes and/or off-street multi-use pathways, signage (e.g. metal roof on sign), etc. – see the Character Framework – Amenities (pg. 3-12) and Streetscape (pg. 3-13) in the Plan for more information. A high-quality design is expected in this area.

At this time, the applicant is requesting annexation into the city and intends to return at a later date to amend the development agreement and further subdivide the property. It is important to note that utilities are not currently available to serve the proposed development. However, the city is in the process of constructing the Can-Ada Lift Station and extending sewer infrastructure along McMillan Road, with completion anticipated in late 2026. Because municipal services are not yet available, the applicant will be unable to develop the property until such services are in place and a preliminary plat and development agreement modification are submitted and approved. During that time, the applicant will be required to comply with the Field Sub-Area Plan, Comprehensive Plan, and Unified Development Code.

Comprehensive Plan Policies:

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

*The 47.8 acres of land designated as R-8 will include a variety of lot and house sizes that will be in close proximity to the future Cole Valley Christian School. This will provide a different type of housing than what is already approved in the immediate area.*

- Plan for safe, attractive, and well-maintained neighborhoods that have ample open space, and generous amenities that provide varied lifestyle choices. (Goal 2.02.00)

*While the applicant did not depict lot sizes for the residential portion of the development, they did depict open space and road layouts. The current layout depicts several different open space nodes. However, with the future preliminary plat, the applicant shall provide more north/south connections to the future school site.*

- Jointly plan and site schools and subdivisions to ensure mutual benefits, neighborhood identity, and community health. (Goal 2.03.01)

*The Cole Valley Christian School has already been approved to the south of the proposed project. This along with the approved subdivision directly to the east will provide close connectivity to subdivisions and the future school site to provide neighborhood identity.*

- Establish distinct, engaging identities within commercial and mixed use centers through design standards. (2.09.03A)

*This project falls within the Fields Subarea Plan and will be required to adhere to the design standards listed in the plan. In addition, it will be required to comply with the Architectural Standards Manual. The intent of these design standards is to give the area a unique modern-rural theme.*

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

*The Community Development Director and Public Works Director determined that even though this property cannot be served by City sewer, that we can annex it due to it being contiguous and the City is currently constructing the sewer trunkline in McMillan Road.*

**Table 4: Project Overview**

<b>Description</b>	<b>Details</b>
History	N/A
Phasing Plan	To be determined with a future development agreement modification and preliminary plat.
Residential Units	To be determined with a future development agreement modification and preliminary plat.
Open Space	To be determined with a future development agreement modification and preliminary plat.
Amenities	To be determined with a future development agreement modification and preliminary plat.
Physical Features	West Tap Lateral
Acreage	71.445 Acres
Lots	To be determined with a future development agreement modification and preliminary plat.
Density	To be determined with a future development agreement modification and preliminary plat.

**B. Site Development and Use Analysis**

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

The applicant has submitted a conceptual plan proposing single-family detached residences on the southern two-thirds of the site and commercial development on the northern one-third. At this time, detailed development plans have not been provided, however, the applicant provided a road layout and open space layout for the larger development. This provides some detail into the integration of the residential and commercial uses. Prior to any development, the applicant will be required to further subdivide the property and complete a development agreement modification.

In the applicant’s narrative, the proposed R-8 portion of the site is described as single-family detached residential. The C-N portion is proposed for commercial uses, and the applicant proposed excluded the following uses including fuel sales facilities, convenience stores, storage facilities, and vehicle washing facilities. **As the Mixed-Use Interchange designation is intended for low traffic generating uses, staff recommends further restricting permitted uses by prohibiting drive-through establishments, vertically integrated uses, and retail sales or stores exceeding 10,000 square feet for a single tenant. The primary**

**reason behind this is to not allow big box retailers as they will generate significantly more traffic than the Mixed Use Interchange designation is intended for.**

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

The development shall comply with the dimensional standards for the C-N and R-8 zoning districts as listed in UDC Tables 11-2B-3 and 11-2A-6.

Direct lot access to the collector roadways are prohibited in the R-8 zone and access point off the collector the C-N zoning will be limited as required in UDC 11-3A-3.

C. Design Standards Analysis

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

For mixed-use developments, at least 40% of the buildable street frontage must be occupied by building facades or public space. The building footprints are not shown with this application.

In addition, the applicant shall meet the requirement for no more than 50% of the total off street parking is located between building facades and abutting streets in the proposed C-N portion of the site.

**Future development plans shall incorporate the following design elements with the future MDA application.**

- **Include the following elements: Plazas between commercial and residential include a main focal point, active and shared open space within the mixed-use designation and neighboring uses, and 8-foot parkways with on-street parking and bulb-outs.**
- **In developments where multiple commercial and/or office buildings are proposed, the buildings shall be arranged to create some form of common, usable area, such as a plaza or green space.**
- **The applicant shall provide details to ensure the quality of the design is in accord with the Fields Sub-Area Plan. The general character, design, and identity of this area shall have a cohesive theme that is “modern rural,” which applies to housing, amenities, streetscape/open space, and retail/commercial. Additionally, some of the other thematic design elements that contribute to the desired character of the area shall be adhered to such as lighting, fencing (e.g. split rail), landscaping (e.g. tall fescues, dry creek materials, wildflowers, street trees, etc.), public art, on-street bike lanes and/or off-street multi-use pathways, signage (e.g. metal roof on sign), etc. – see the Character Framework – Amenities (pg. 3-12) and Streetscape (pg. 3-13) in the Plan for more information. A high-quality design is expected in this area.**
- **New buildings on pad sites adjacent to single-family neighborhoods shall be limited to no more than a 1-story disparity in building height.**
- **For mixed-use developments, a minimum of 40% of the buildable street frontage must be occupied by building facades or public space.**
- **Transitions between different residential product types and dissimilar land uses shall include the use of alleys, roadways with landscaped parkways, or highly connected open spaces.**

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

i. Landscape buffers along streets

The landscaping will be evaluated with the future development agreement modification and preliminary plat. A thirty-five (35) foot landscape buffer will be required along

Chinden Boulevard which is an entryway corridor. In addition, a twenty (20) foot landscape buffer will be required along all future Collector roadways.

ii. Tree preservation

Per UDC 11-3B-10, the applicant shall preserve existing trees four-inch caliper or greater from destruction during the development.

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.

A Tree Mitigation Plan should be submitted with the future development agreement modification and preliminary plat detailing all existing trees and methods of mitigation outlined by the City Arborist before any trees are to be removed as set forth in UDC 11-3B-10C.5.

iii. Storm integration

Storm drainage is required to comply with the standards listed in UDC 11-3A-18.

iv. Pathway landscaping

Pathway landscaping is required to comply with UDC 11-3B-12. A minimum of 5 feet of landscaping shall be provided on both sides of the proposed pathways.

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

i. Residential parking analysis

Future residential will be required to comply with the residential parking standards listed in UDC Table 11-3C-6.

ii. Nonresidential parking analysis

Non-residential parking will be evaluated with future submittals and shall comply with UDC 11-3C-6.

iii. Bicycle parking analysis

One bicycle parking space shall be provided for every 25 proposed vehicle parking spaces. This will be evaluated with the submittal of certificate of zoning compliance and design review applications.

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

The applicant submitted conceptual building elevations with this application. The submitted elevations are for both the commercial and residential that is proposed on the site. At this time, the applicant does not show any building footprints, so these elevations are subject to change with the future development agreement modification. However, the building elevations submitted provide a mix a material including fiber cement, stucco CMU, stone veneer, wood composite, board and batten, and lap siding.

The elevations submitted with the future development agreement modification shall comply with the Architectural Standards Manual, UDC, Fields Sub-Area Plan, and the Comprehensive Plan.

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

All fencing constructed on the site is required to comply with the standards listed in UDC 11-3A-7.

**D. Transportation Analysis**

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

The applicant has depicted the primary access points for the development coming off the future extension of N. Owyhee Storm Avenue, a collector roadway. This extension will lead to a future signalized intersection with Chinden Boulevard. In addition, the applicant is proposing to construct two (2) east/west collectors that would connect N. Ersatz Place with N. Owyhee Storm Avenue.

The concept plan depicts one (1) access point off of Collector A to the C-N portion of the site. This single access point aligns with the one on the south of Collector A leading in the residential subdivision. In addition, a single access point is shown to Collector B, Owyhee Storm Avenue, and Ersatz Place which is consistent with UDC 11-3A-3.

The applicant shall provide a cross access agreement from the C-N property to both Parcels to the east (Parcel # S0429110001 and Parcel # R5743000010) to provide better future connectivity and restrict direct access points on Chinden Boulevard.

Prior to any future final plat or certificate of zoning compliance application being submitted, the applicant will be required to construct half plus 12 on all collector roadways on the site.

B. Pedestrian Connectivity (*UDC 11-3A-5, UDC 11-3A-8, UDC 11-3A-17*):

The applicant submitted a proposed pedestrian access plan as part of the concept plan. The plan depicts ten (10)-foot multi-use pathways along N. Owyhee Storm Avenue, Future Collector A, and Future Collector B, all of which are designated collector roadways. However, the plan does not show a multi-use pathway along N. Ersatz Place, a partially constructed collector located along the eastern boundary of the site. Prior to submitting future applications, the applicant shall coordinate with ACHD to confirm the alignment of Ersatz Place, which may require the installation of a twenty (20)-foot landscape buffer containing a ten (10) foot multi-use pathway along the west side of Ersatz Place.

In addition, the applicant has proposed an internal pedestrian pathway within the residential subdivision that runs north–south through the future development. Additional details regarding pedestrian connectivity will be provided with future application submittals.

C. Subdivision Regulations (*UDC 11-6*):

The subdivision details have not been provided with this application. However, the applicant will be required to comply with the standards listed in UDC 11-6C-3 with the future development agreement modification and preliminary plat.

**E. Services Analysis**

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

The West Tap Sublateral bisects the property near the middle of the property. This waterway shall be piped in accordance with UDC 11-3A-6.

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

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

C. 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.

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

Sewer service is not currently available at the site and will remain unavailable until development extends it from Star Road to the subject property. Water service is available at the site. The Community Development Director and the Public Works Director determined that, because sewer infrastructure is actively being extended along McMillan Road, the CanAda lift station is being installed, and the property is contiguous to the city limits, the development may be annexed.

#### 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 \$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 generally consistent with the concept plan and 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 following uses shall be prohibited in the C-N zoned portion of the property: Fuels Sales Facilities, Storage Facilities, Vehicle Washing Facilities, Vertically Integrated Residential Projects, and tiers 2 and 3 Drive Through Establishments.
- d. Future development shall promote no-mow fescues, naturalized plants, dry creek materials, split rial fencing, and other rural landscape elements in landscape buffers and open space as listed in the Fields Sub-Area Plan.
- e. Retail commercial uses shall be restricted to building sizes of 10,000 square feet or less.
- f. Direct access to Chinden Boulevard is prohibited except at N. Owyhee Storm Avenue.
- g. The applicant shall record a cross access agreement from the C-N property to both Parcels to the east (Parcel # S0429110001 and Parcel # R5743000010).
- h. No development shall commence on the property until sewer service is readily available at the site and meets one of the following criteria:
  - The connection to this City's sewer collection system is actively being installed by the applicant; or
  - Sewer has already been stubbed to the site

- i. Prior to any future development and once sewer service is readily available at the site, the applicant shall submit a development agreement modification, a preliminary plat to further subdivide the entire property, and amend the concept plan to be consistent with design elements outlined in the Field Sub Area Plan, Comprehensive Plan, and UDC.

**B. Meridian Public Works**

<b>Wastewater</b>	
• Distance to Sewer Services	Sewer not available to site.
• Sewer Shed	
• Estimated Project Sewer ERU's	See application
• WRRF Declining Balance	
• Project Consistent with WW Master Plan/Facility Plan	Yes
• Impacts/concerns	• See Public Works Site Specific Conditions
<b>Water</b>	
• Distance to Water Services	Water Available at Site
• Pressure Zone	
• Estimated Project Water ERU's	See application
• 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. Sewer not available to site. Property to be served by future Can Ada Lift Station. Lift station to be complete at the end of 2026. City will also extend trunk line to Star Road along McMillan. Remaining sewer along Star road and over to the east to reach property is developer driven.
2. The Developer's Engineer is to verify if there is a well onsite and state if it will be used or not. It is not going to be used it must be abandoned per City and IDWR requirements.
3. Each phase of the development will need to be modeled to verify minimum fire flow pressure is maintained.
4. There will be two water mains coming to the site from the south (one at the southeast corner and southwest corner). Need to connect to both during the first phase on construction.
5. Ensure no sewer services pass through infiltration trenches.
6. 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 applicant's 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](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. Meridian Park's Department



**Reviewer:** Kim Warren / Pathways Project Manager

**Planner Assigned:** Nick Napoli

**Project Name:** North Meridian Fields **File No:** H-2026-0003 – AZ **Date:** 2.17.2026

The following will be required for development of the proposed project:

### CONDITIONS OF APPROVAL - PATHWAYS

1. The project developer shall design and construct multi-use pathways consistent with the location and specifications set forth in the Meridian Pathways Master Plan Map and Master Pathways Plan Document Chapter 3). Any proposed adjustments to pathway alignment shall be coordinated through the Pathways Project Manager. *See Interactive Pathways Map, City Website.*
2. Prior to final plat approval the applicant shall dedicate a public access easement for a detached, 10' wide multi-use pathway within the landscape buffer along SH-16 where it fronts the project.  
10' wide detached multi-use pathway shall also be required along both sides of the collector roadway that crosses the project.
  - Multi-use pathway easements shall be a minimum of 14' wide (10' pathway + 2' shoulder each side).
  - All pathways shall be located outside of irrigation district easements unless permission is specifically obtained from the governing irrigation district.
  - Follow ACHD guidelines for dedication of easements for pathways adjacent to ACHD rights-of-way. *Use standard City template for public access easement. Submit all easements online through Citizen's Access Portal.*
3. Construct multi-use pathways per paving section based on existing site conditions as recommended by project civil engineer in accord with UDC 11-3A-8 and 11-3B-12. Prior to final approval the applicant's engineer shall provide written documentation (stamped plans depicting recommended paving section) that the pathway segment was constructed per the recommended specifications.
4. The owner (or representative association) of the property affected by each public access easement shall have an ongoing obligation to maintain the multi-use pathway.
5. 6' high open vision fencing shall be installed between pathways and (live) water irrigation canals and laterals as detailed in the Meridian Pathways Master Plan, Chapter 3, page 3-5. All other fence details per UDC 11-3A-7.
6. Project developer shall be responsible for obtaining license agreement and other permission(s) as required for constructing within irrigation district easements.
7. Should any discrepancy exist between these conditions of approval and the requirements of the irrigation district, the developer shall work with Pathways Project Manager to achieve a pathway design that meets both City and irrigation district objectives. City requirements as stated shall not (nor are they intended to) override those of the irrigation district having jurisdiction over the project area.

Rev. 02.07.23

**D. Ada County Highway District (ACHD)**



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

Date: February 24, 2026

To: Emily Mueller

Staff Contact: KaraLeigh Troyer, Planner

Project Description: North Meridian Fields

Trip Generation: Trip generation will be determined as part of a future development applicant, based on either the Institute of Transportation Engineers Trip Generation Manual, 12<sup>th</sup> edition or the traffic impact study.

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

Traffic Impact Study	
Yes	
No	
If yes, is mitigation required	

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

ACHD Planned Improvements	
FVP	N/A
CIP	N/A

Livable Street Performance Measures	
Pedestrian	TBD
Cyclist	TBD

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 - 5800 N Meeker Avenue - Boise, ID - 83713 - PH 208-387-6100 - FX 345-7650 - www.achdida.org

**V. FINDINGS**

**A. Annexation (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:

- A. The map amendment complies with the applicable provisions of the comprehensive plan; *The Community Development and Public Works Directors made a determination that since the city is installing a sewer trunkline in McMillan Road and this property is contiguous to city limits, that we can annex the property. The subject development will not be able to apply*

*for further applications or do any development until sewer is available at the site or the applicant is actively extending sewer to the site. As a result, the City Council finds the proposed map amendment complies with the comprehensive plan designations of Mixed-Use Interchange and Medium Density Residential. The applicant will be required to come back at a later time with a development agreement modification and preliminary plat to show conformance with the comprehensive plan design elements.*

- B. 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 purpose statements for the Mixed-Use Interchange and Medium Density Residential designations. The Mixed-Use Interchange designation is meant to have low traffic generating uses which is why the C-N zoning with the further restriction of uses such as drive throughs, and gas stations is compatible with the FLUM designation. In addition, while the applicant has not provided a plat with a density for the residential portion of the site, they are requesting the R-8 zoning district which is our medium density zoning designation.*

- C. The map amendment shall not be materially detrimental to the public health, safety, and welfare;

*The City Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed uses will be compatible with the current and future uses in the area.*

- D. 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 Community Development Director made a determination to allow for development to be annexed when sewer extensions are in progress. As a result, the City Council finds that the proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site.*

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

*The City Council finds the proposed annexation is in the best interest of the City.*

## **VI. ACTION**

### **A. Staff:**

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

### **B. Commission:**

The Meridian Planning & Zoning Commission heard these items on March 19<sup>th</sup>, 2026. At the public hearing, the Commission moved to recommend approval of the subject annexation request.

#### 1. Summary of Commission public hearing:

- a. In favor: Emily Mueller
- b. In opposition: Darcy Hart
- c. Commenting: None
- 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. Darcy Hart: Concerns regarding the lack of detail provided with the application, no traffic impact study, density being too high, and design not adhering to the Fields Sub Area Plan
- 3. Key issue(s) of discussion by Commission:
  - a. - The amount of detail that was provided with the application was the primary discussion from Commission. However, with the director determination from the Community Development and Public Works directors, the Commission felt comfortable moving forward with an approval.  
- Whether a development agreement modification should be required with future submittals was another topic of discussion. The commission agreed with staff that a development agreement modification to prove up on design standards, density, and mixed use standards should be required with the future preliminary plat application.  
- In addition, the Commission discussed the restrictions on Drive Throughs and ultimately decided to recommend a change to the staff report to allow for Tier 1 drive throughs.
- 4. Commission change(s) to Staff recommendation:
  - a. The Commission amended provision C of the Development Agreement to allow for Tier 1 drive throughs.
- 5. Outstanding issue(s) for City Council:
  - a. - Timing of the development in relation to sewer services.  
- Whether a development agreement modification should be required prior to any future development.

**C. City Council:**

The Meridian City Council heard these items on April 14<sup>th</sup>, 2026. At the public hearing, the Council moved to approve the subject annexation request.

- 1. Summary of the City Council public hearing:
  - a. In favor: Emily Mueller
  - b. In opposition: Josh Leonard
  - c. Commenting: None
  - d. Written testimony: None
  - e. Staff presenting application: Nick Napoli
  - f. Other Staff commenting on application: Bill Parsons, Dave Miles, Bill Nary
- 2. Key issue(s) of public testimony:
  - a. Josh Leonard: Concerns over lack of details provided with the plan that was submitted, not opposed to the application but feels it is not the right time.
- 3. Key issue(s) of discussion by City Council:
  - a. Initially City Council had significant concerns with the lack of details provided with the annexation request. In addition, there were concerns about the growth pattern, school capacities, and road infrastructure. However, after discussion with the applicant and staff, the city council learned that it is possible that properties that are not contiguous to city limits in the Fields Sub Area Plan may decide to be serviced by Star Water and Sewer District and develop in the county. The council determined that the risk of not having these properties annexed and serviced by the new Can Ada lift station was more significant than they originally thought. As a result, the City council determined they were in support of the project with the requirements in the development agreement that specifically call out the requirement for a future development agreement modification and that the property cannot

submit any additional applications until sewer is readily available or being made readily available by the applicant.

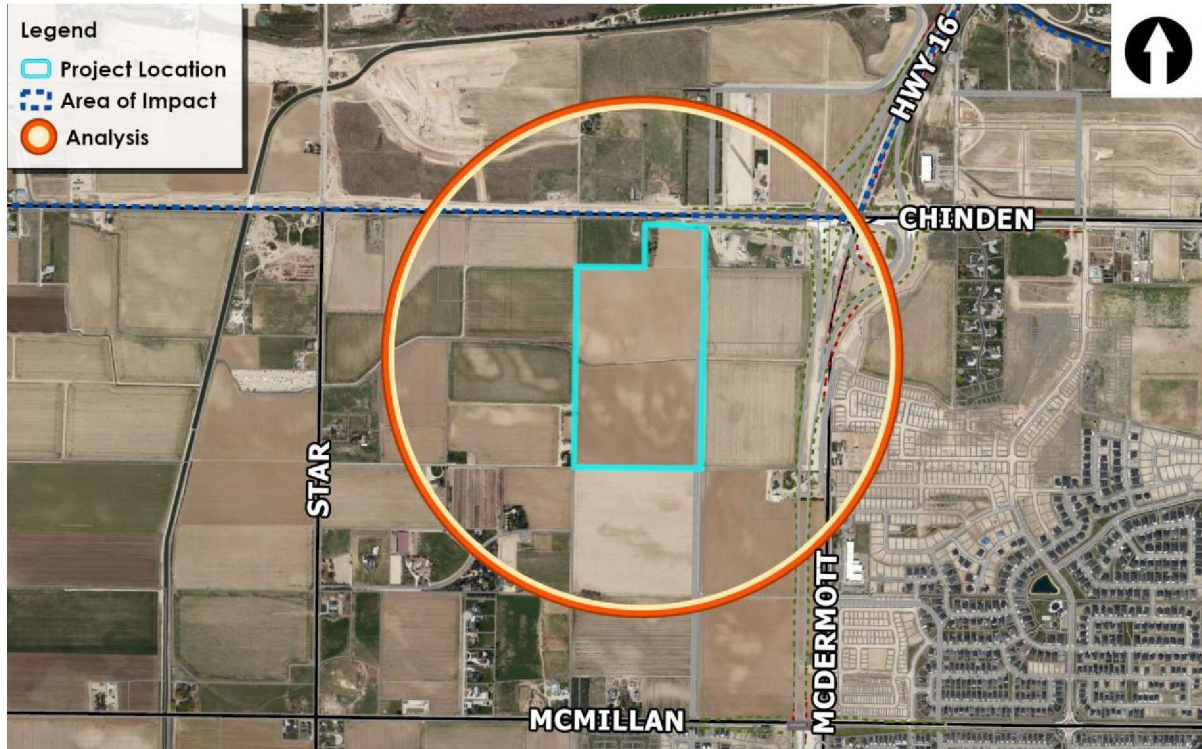
4. City Council change(s) to Commission recommendation:
  - a. None

## VII. EXHIBITS

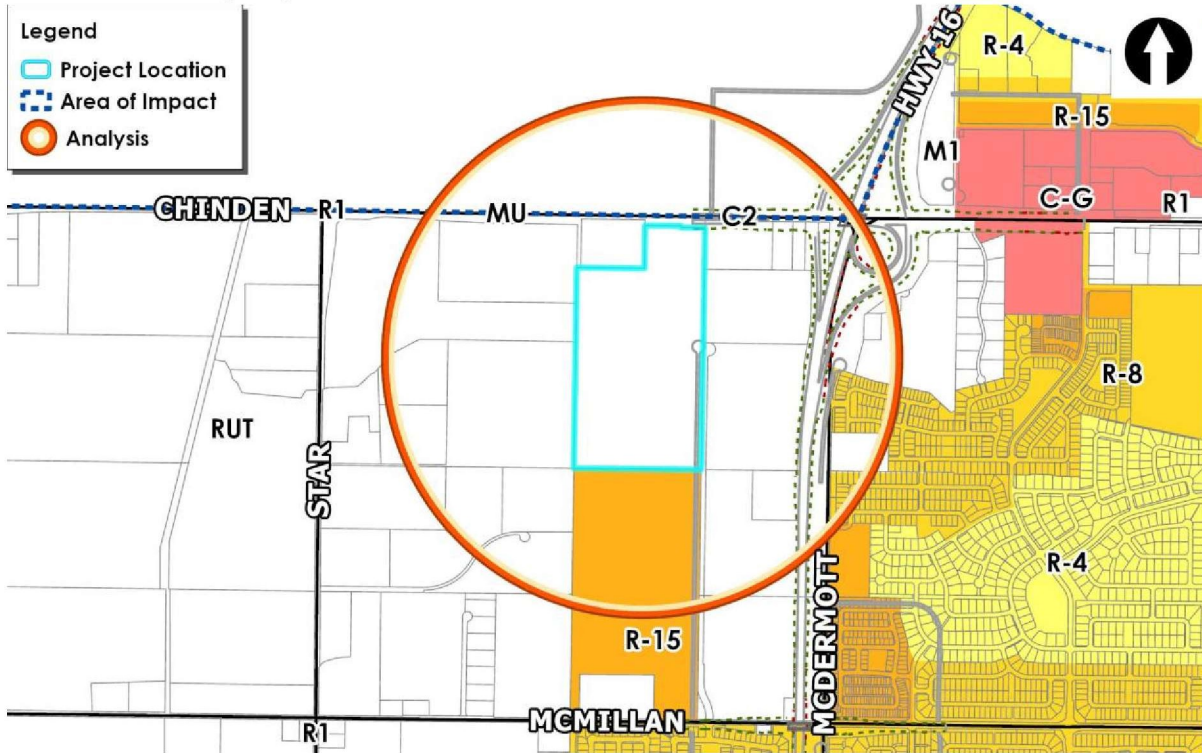
### A. Project Area Maps

(link to [Project Overview](#))

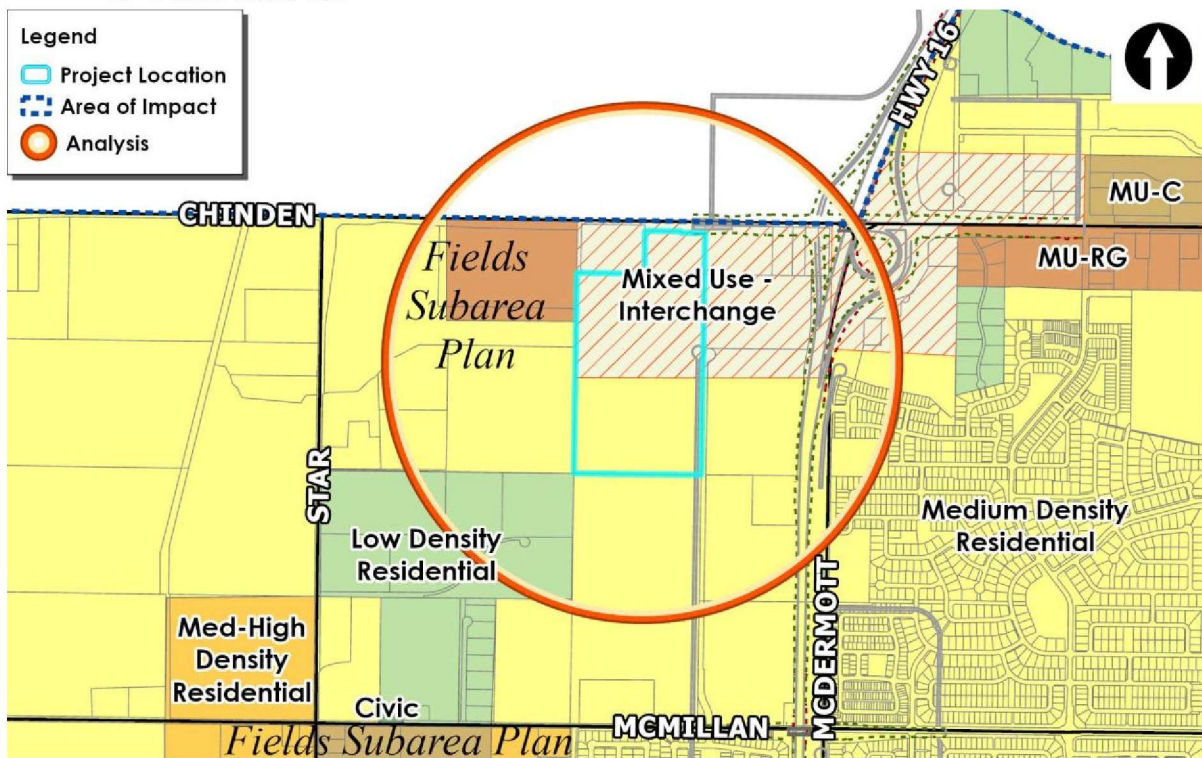
#### A. Aerial



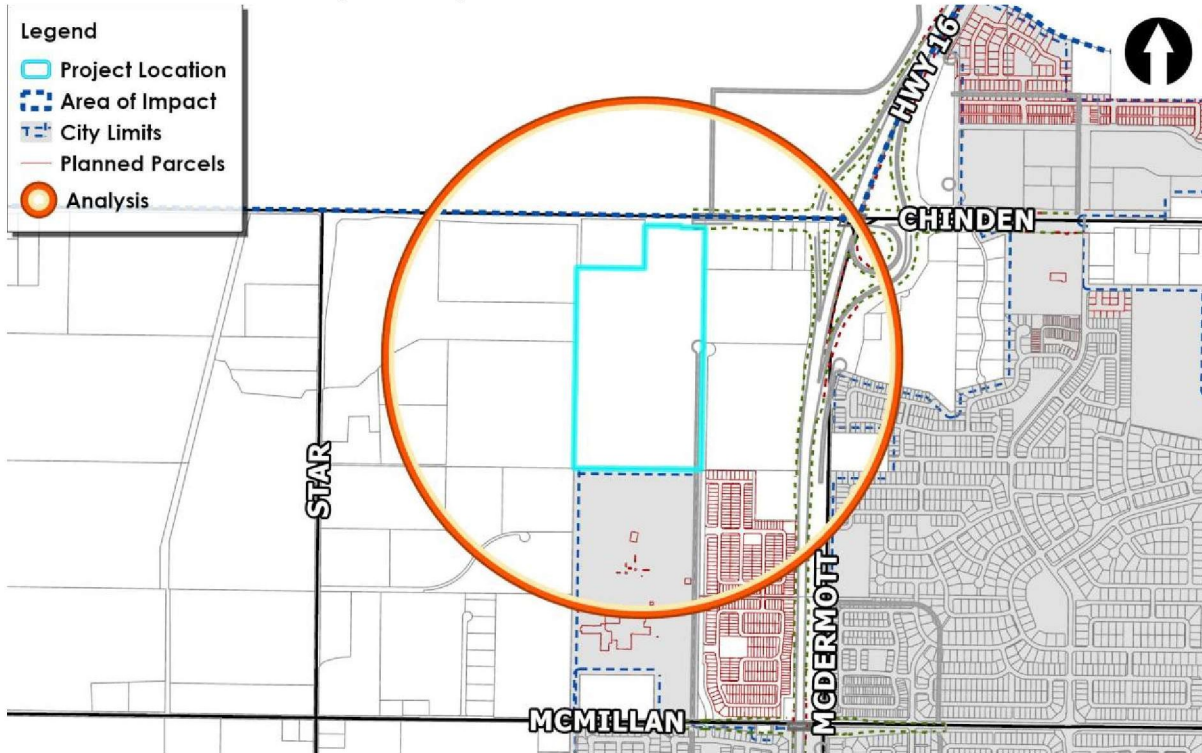
B. Zoning Map



C. Future Land Use



D. Planned Development Map



**B. Subject Site Photos**



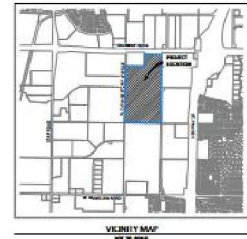
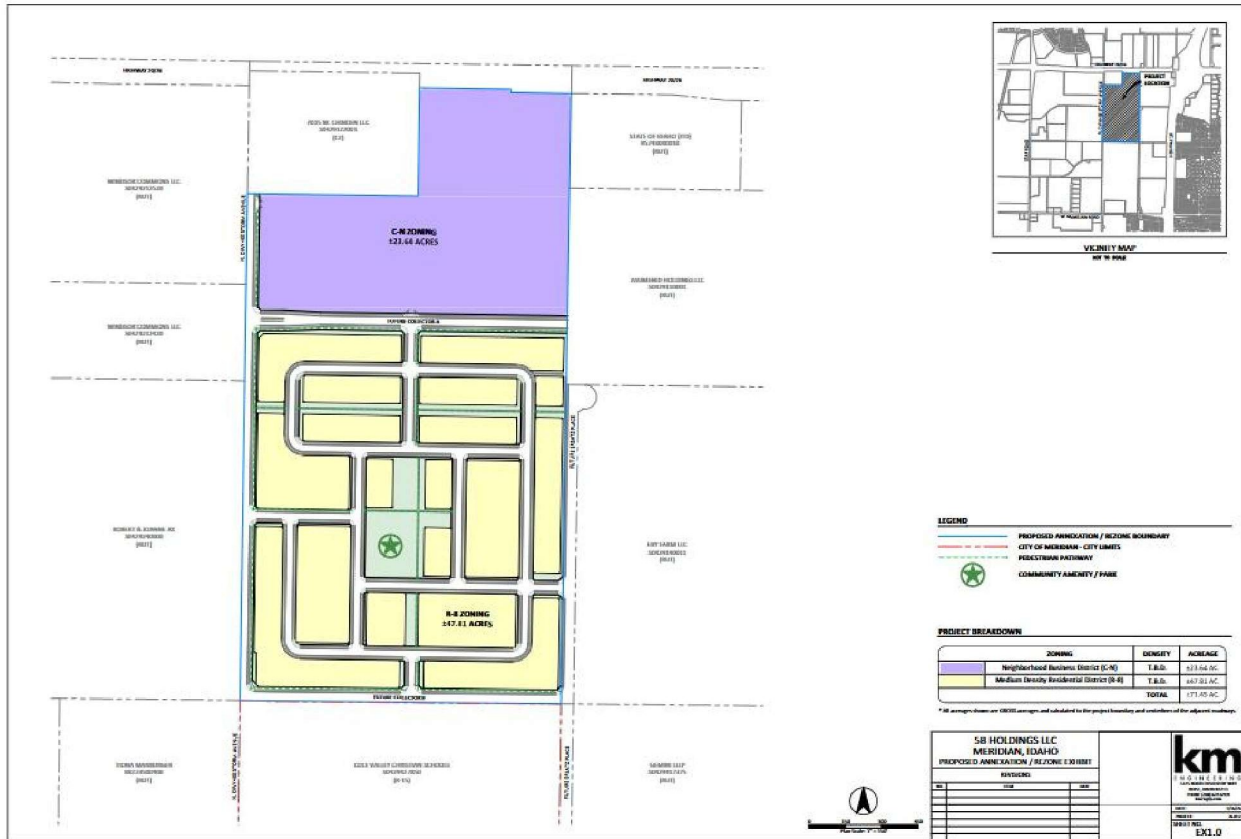
C. Service Accessibility Report

## PARCEL S0429120006 SERVICE ACCESSIBILITY

<b>Overall Score: 0</b>	<b>1st Percentile</b>
-------------------------	-----------------------

Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains > 2,000 ft. from parcel	RED
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time 5-9 min.	YELLOW
Emergency Services Police	Reporting District does not have enough data to report results	RED
Pathways	Within 1/4 mile of future pathways	YELLOW
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) > existing (# of lanes) & road IS NOT in 5 yr work plan	RED
School Walking Proximity	From 1/2 to 1 mile walking	YELLOW
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	No park within walking distance by park type	RED

**D. Concept Plan (date: 1/16/2026)**



**LEGEND**

- PROPOSED ANNEXATION / ZONING BOUNDARY
- CITY OF MERIDIAN - CITY LIMITS
- PEDESTRIAN PATHWAY
- COMMUNITY AMENITY / PARK

**PROJECT BREAKDOWN**

ZONING	DENSITY	ACREAGE
Neighborhood Medium Density District (C-N)	T.B.D.	123.64 AC.
Medium Density Residential District (R-B)	T.B.D.	147.81 AC.
<b>TOTAL</b>		<b>271.45 AC.</b>

\*All acreage shown on 100'x100' acreage, and calculated for the project boundary and centerline of the adjacent roadway.

SB HOLDINGS LLC  
MERIDIAN, IDAHO  
PROPOSED ANNEXATION / ZONING EXHIBIT

NO.	DATE	BY

**km**  
KIMLEY-HORN  
AND ASSOCIATES  
INC.  
PLANNING  
ENGINEERING  
ARCHITECTURE  
ENVIRONMENTAL  
SCIENCE  
SERVICES  
LLC  
1800 N. MERIDIAN  
MERCER, IDAHO 83436  
PH: 208.333.4400  
WWW.KIMLEY-HORN.COM  
EX1.0

**E. Building Elevations (date: 1/16/2026)**

**North Meridian Building Design**

**Commercial Building Design**



*Conceptual Building Elevations*

**Materials**

- Fiber-cement siding (smooth & board-and-batten)
- Stucco (tan, buff, white).
- Split-face CMU (buff, tan, or gray).
- Corrugated metal (galvanized or muted color).
- Thin stone veneer (neutral tones).
- Wood-look composite (soffits, accents).
- Exposed steel (awnings, trellises).



**Color Palette**

Buildings should incorporate a minimum of one Base and Accent Tone:

- Base tones: tan, buff, muted sage, light gray.
- Accent tones: sage, brick, charcoal.
- Wood tones: Warm medium stain.

**North Meridian Building Design**

**Single Family**

**Architectural Character.** Single family homes will reflect a Modern Farmhouse style, characterized by clean architectural lines, gable and shed roof forms, and a balanced combination of traditional and contemporary materials.

**Materials and Colors.** Exterior elevations will incorporate elements such as horizontal lap siding, board and batten accents, and simple trim details to create visual interest while maintaining a cohesive streetscape. Neutral color palettes with contrasting tones will enhance the architectural form and complement surrounding development.

**Fencing.** 6' clear vision iron fence, or 6' closed Vision vinyl fence



*Conceptual Elevations*



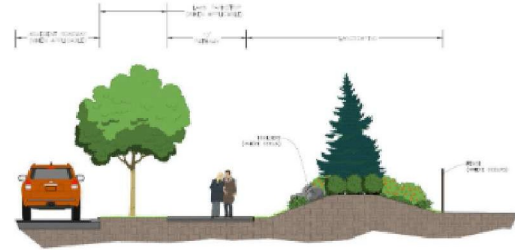
# North Meridian Pathways

## Pathway Design Standards

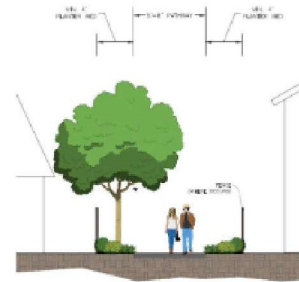
The Project will feature a comprehensive pathway system designed to integrate with the City of Meridian's existing pathway network. The internal circulation system establishes clear, connected routes between residential neighborhoods, commercial centers, and community open spaces, creating a safe and convenient alternative to vehicular travel.

Two primary pathway types are proposed throughout the development, which shall be constructed in accordance with the following standards:

- **Macro Pathways.** Macro pathways will serve as the primary circulation routes and will be constructed as **10-foot-wide multi-use paths**. Where these pathways run adjacent to public roadways, they will be separated from the curb by a **lawn parkstrip**, providing both a comfortable buffer for pedestrians and cyclists and an enhanced landscaped edge consistent with Meridian's streetscape objectives.
- **Micro Pathways.** Micropathways will function as secondary neighborhood connectors and will range from **5 to 8 feet in width**, depending on context.



Conceptual



## F. Annexation Legal Description & Exhibit Map

Description for  
**Annexation**  
February 20, 2026

A portion of the Northeast 1/4 of Section 29, Township 4 North, Range 1 West Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, T.4N. R. 1W., B.M. from which the Section corner common to Sections 20, 21, 28 and 29, T.4N. R. 1W., B.M., bears South 89°15'11" East, 2657.24 feet; thence on the north boundary line of said Section 29, South 89°15'11" East, 703.00 feet to the **POINT OF BEGINNING**,

thence continuing, South 89°15'11" East, 625.49 feet to the East 1/16 corner common to said Sections 20 and 29;

thence leaving said north boundary line, South 00°55'39" West, 1,316.79 feet to the Northeast 1/16 corner of said Section 29;

thence on the north boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 29, South 89°18'51" East, 25.00 feet to the centerline of N. Ersatz Place,

thence leaving said north boundary line on said centerline, being parallel with and 25.00 feet east of the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 29, South 00°55'39" West, 1,316.78 feet to the south boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 29;

thence leaving said centerline on said south boundary line, North 89°22'31" West, 25.00 feet to the Center-East 1/16 corner of said Section 29;

thence leaving said south boundary line, North 89°22'31" West, 1,325.05 feet to the Center 1/4 corner of said Section 29;

thence on the north-south centerline of said Section 29, North 00°51'09" East, 2,090.39 feet;

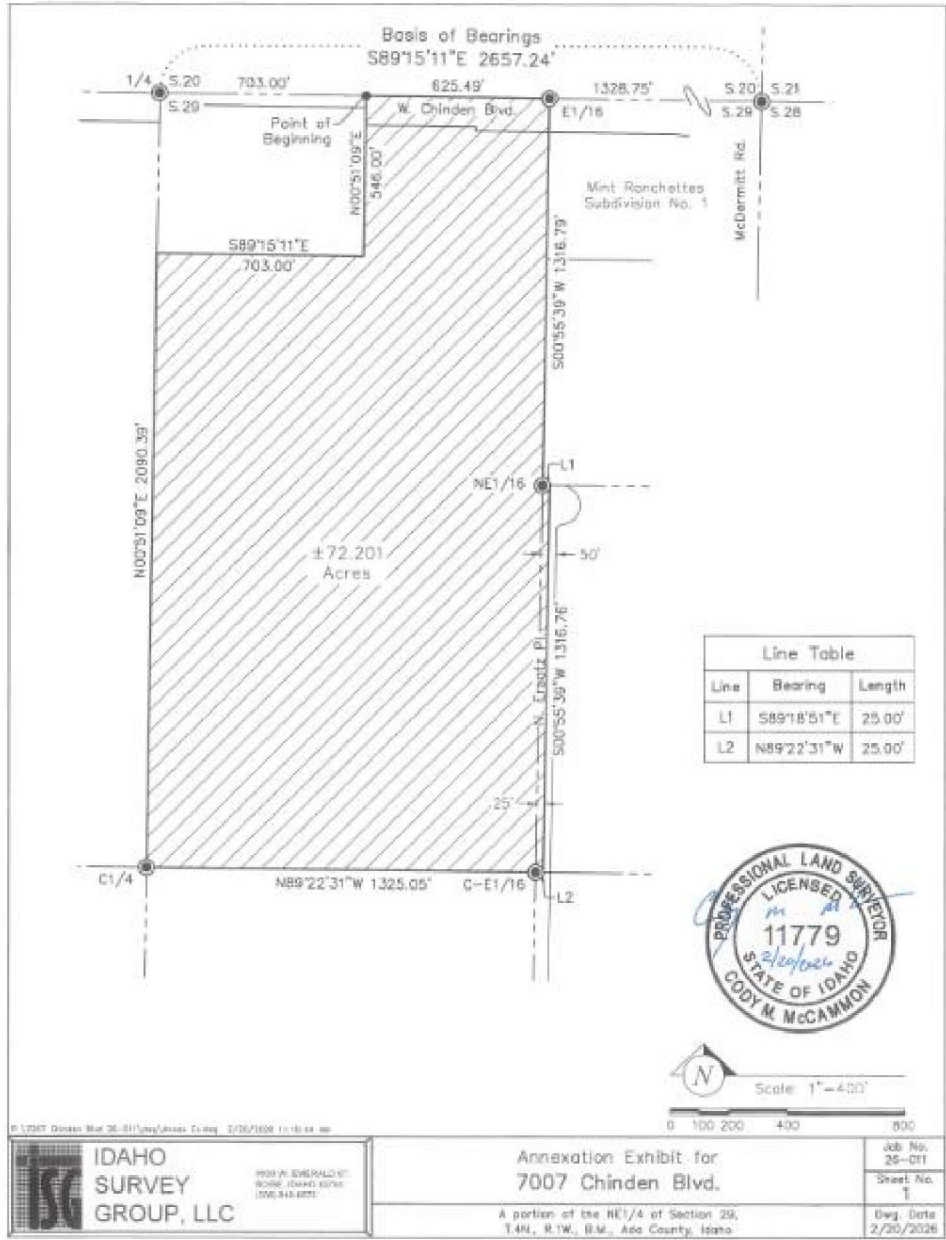
thence leaving said north-south centerline, South 89°15'11" East, 703.00 feet;

thence North 00°51'09" East, 546.00 feet to the **POINT OF BEGINNING**.

Containing 72.201 acres, more or less.

End of Description.





Description for  
**C-N Zone**  
January 22, 2026

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, T.4N. R.1W., B.M. from which the Section corner common to Sections 20, 21, 28 and 29, T.4N. R.1W., B.M., bears South 89°15'11" East, 2657.24 feet; thence on the north boundary line of said Section 29, South 89°15'11" East, 703.00 feet to the **POINT OF BEGINNING**;

thence continuing, South 89°15'11" East, 625.49 feet to the East 1/16 corner common to said Sections 20 and 29;

thence leaving said north boundary line on the east boundary line of the Northwest 1/4 of the Northeast 1/4 of said Section 29, South 00°55'39" West, 1,066.34 feet;

thence leaving said east boundary line, North 89°08'51" West, 1,327.09 feet to the north-south centerline of said Section 29;

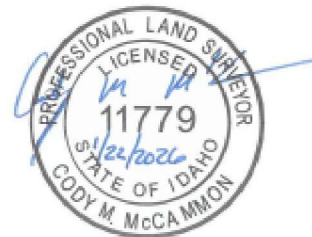
thence on said north-south centerline, North 00°51'09" East, 517.89 feet;

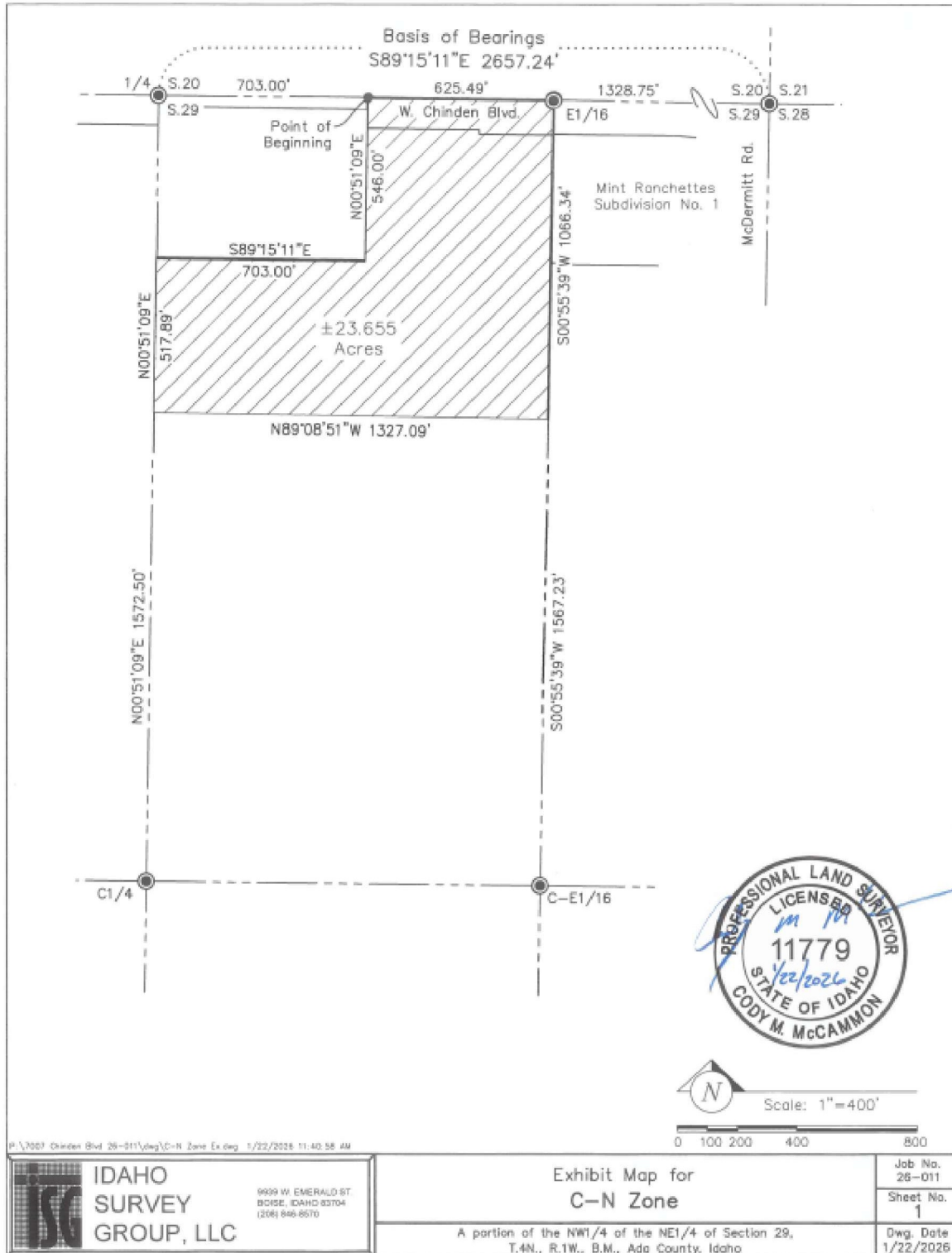
thence leaving said north-south centerline, South 89°15'11" East, 703.00 feet;

thence North 00°51'09" East, 546.00 feet to the **POINT OF BEGINNING**.

Containing 23.655 acres, more or less.

End of Description.





Description for  
**R-8 Zone**  
January 22, 2026

A portion of the West 1/2 of the Northeast 1/4 of Section 29, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, T.4N. R.1W., B.M. from which the Section corner common to Sections 20, 21, 28 and 29, T.4N. R.1W., B.M., bears South 89°15'11" East, 2657.24 feet; thence on the north-south centerline of said Section 29, South 00°51'09" West, 1,063.89 feet to the **POINT OF BEGINNING**;

thence leaving said north-south centerline, South 89°08'51" East, 1,327.09 feet to the east boundary line of the West 1/2 of the Northeast 1/4 of said Section 29;

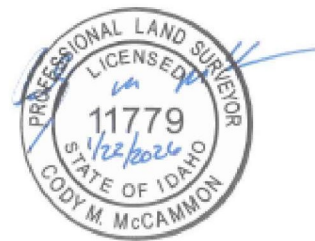
thence on said east boundary line, South 00°55'39" West, 1,567.23 feet to the Center-East 1/16 corner of said Section 29;

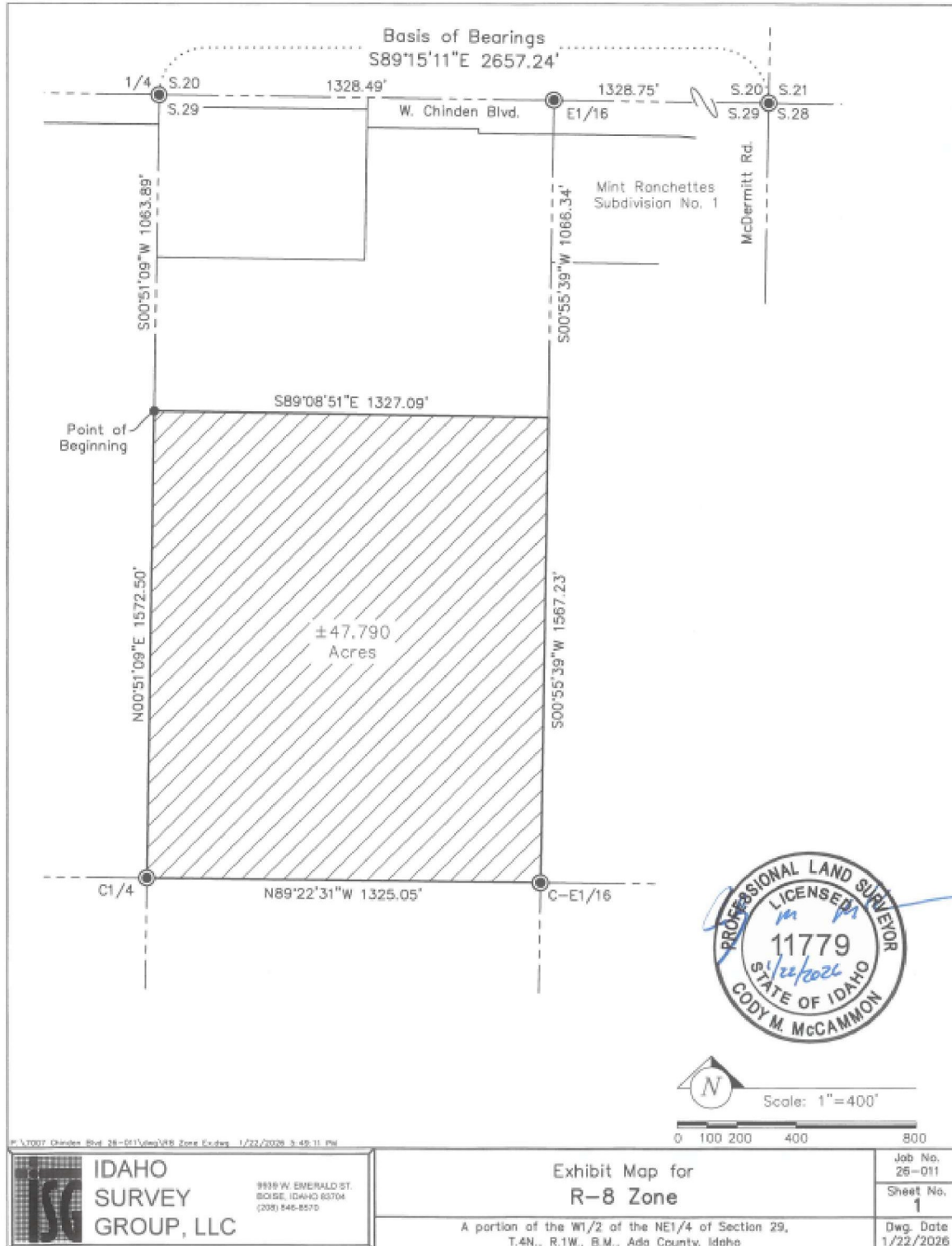
thence North 89°22'31" West, 1,325.05 feet to the Center 1/4 corner of said Section 29;

thence on the north-south centerline of said Section 29, North 00°51'09" East, 1,572.50 feet to the **POINT OF BEGINNING**.

Containing 47.790 acres, more or less.

End of Description.





## VIII. ADDITIONAL NOTES & DETAILS FOR STAFF REPORT MAPS, TABLES, AND CHARTS

(link to [Community Metrics](#))

### A. One-Mile Radius Existing Condition Notes

This data is automatically derived from enterprise application and GIS databases, and exported dynamically. Date retrieved notes generally reflect data acquired or processed within the last 30-days. Analysis is based on a one-mile radius from the centroid of the identified parcel. Parcel based data excludes certain properties and represents land as it exists now. Properties considered are only those with a total assessed value greater than 0 (i.e. excludes most HOA area, transitional development, government, and quasi government facilities). The following values also constrain included property acreage to reduce outliers and non-conforming instances from distorting averages: R-2 < 5.0; R-4 < 2.0; R-8 < 1.0; R-15 < 0.5; R-40 < 0.25.

Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals. Some approved entitlements, and particularly older ones, may be constructed.

Decennial population counts and household counts are based on the most recent Decennial Census. Current population and current household values are COMPASS estimates, usually for the year previous, and are based on traffic analysis zone boundaries (TAZ's).

### B. Mixed Use Analysis Notes

This data is derived from enterprise application and GIS databases, and exported dynamically. Data considered for analysis are only those areas overlapping the overall Mixed Use boundary area. Mixed Use areas across arterial roadways are distinct, separate, and not considered as they do not meet the mixed use principles in the Comprehensive Plan (e.g. pedestrian safety, transportation efficiency, etc.). Mixed Use parcel areas may be greater or smaller than the future land use area designation boundary due parcel size, configuration, right-of-way, and other factors. Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals.

### C. Service Assessment Notes

This data represents existing conditions derived from our enterprise application and GIS database, exported through dynamic reporting. The system references the most recent available data from various sources, including sewer main lines, sewer trunksheds, floodplain, fire service areas and response times, police crime reporting, pathway information, existing and planned transit, roadway improvements, school and park proximity, and other resources.

The tool provides context for project review, using multiple indicators consistently. Data from similar topics may vary based on different levels of review.

The overall score is based on weighted criteria (not a ranked order), and the percentile score compares the parcel to others in the city (higher is better). This tool was developed as a City Council priority and outcome of the 2019 Comprehensive Plan. Scores, whether high or low, are just one data point and should not be the sole basis for decisions.

### D. ACHD Roadway Infographic Notes

The Ada County Highway District utilizes a number of planning and analysis tools to understand existing and future roadway conditions.

- **Existing Level of service (LOS).** LOS indicator is a common metric to consider a driver's experience with a letter ranking from A to F. Letter A represents free flow

conditions, and on the other end Level F represents forced flow with stop and go conditions. These conditions usually represent peak hour driver experience. ACHD considers Level D, stable flow, to be acceptable. The LOS does not represent conditions for bikes or pedestrians, nor indicate whether improvements: are possible; if there are acceptable tradeoffs; or if there is a reasonable cost-benefit.

- **Integrated Five Year Work Plan (IFYWP).** The IFYWP marker (yes/no) indicates whether the specified roadway is listed in the next 5-years. This work may vary, from concept design to construction.
- **Capital Improvement Plan (CIP).** The CIP marker (yes/no) indicates whether the specified roadway is programmed for improvement in the next 20-years.