

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Core & Main LP, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 10th day of June, 2025, 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 **Core & Main LP**, whose address is 1830 Craig Park Court, Maryland Heights, MO 63146, 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 an amendment to the Comprehensive Plan Future Land Use Map (FLUM) to change the future land use designation on 5.0 acres of land from Low-Density Employment (LDE) to Mixed Employment (M-E); and annexation and zoning of 5.0 acres of land with a request for the I-L (Light Industrial) 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 13th day of May, 2025, 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 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 **Core & Main LP**, whose address is 1830 Craig Park Court, Maryland Heights, MO 63146, 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. Future development of this site shall be generally consistent with the concept plan, landscape plan, and conceptual building elevations included in Section VII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
 - b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
 - c. The western entrance off of the future collector roadway shall be signed and used for truck traffic only.
 - d. All existing structures shall be removed from the property within 90 days of the annexation approval.
 - e. Comply with the architectural standards manual and Ten Mile Interchange Specific Area Plan (TMISAP).
 - f. Construct the collector roadway on the north boundary in accordance with the street section Exhibit C as listed in the TMISAP on pages 3-10 or to Ada County Highway District’s (ACHD) standards prior to certificate of occupancy for the building. A cross-street exhibit shall be submitted with the certificate of zoning compliance.

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 annexation and zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

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

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

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

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

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

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

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

OWNER/DEVELOPER:
Core & Main LP
1830 Craig Park Court
Maryland Heights, MO 63146

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 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:

Core & Main LP



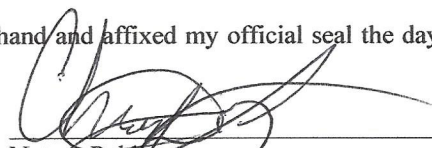
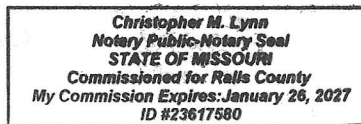
By (name): Steve Freiburg

Its (title): Construction Project Manager

State of MO)
County of Ralls) : ss:

On this 10 day of June, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Freiburg (name), known or identified to me to be the IL DL F616-7966-2175 (title) of **Core & Main LP** 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.


Notary Public
My Commission Expires: 1-26-27

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
County of Ada) : ss:

On this _____ day of _____, 2025, 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



IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

Description for
Annexation - City of Meridian
November 26, 2024

The following Describes a Parcel of Land being a Portion of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly described as follows:

COMMENCING at the Northeast Corner of Section 16, Township 3 North, Range 1 West, Boise Meridian; From which, the Southeast Corner of the Northeast 1/4 (East 1/4 Corner) of said Section 16 bears, South 00°43'00" West, 2,657.20 feet; Thence along the Easterly line of said Section 16, South 00°43'00" West, 1328.55 feet to the North 1/16 corner the **POINT OF BEGINNING**;

Thence leaving said Easterly line and along the Southerly line of said Northeast 1/4 of the Northeast 1/4, North 89°23'18" West, 494.31 feet;

Thence leaving said Southerly line, North 00°40'00" East, 384.50 feet;

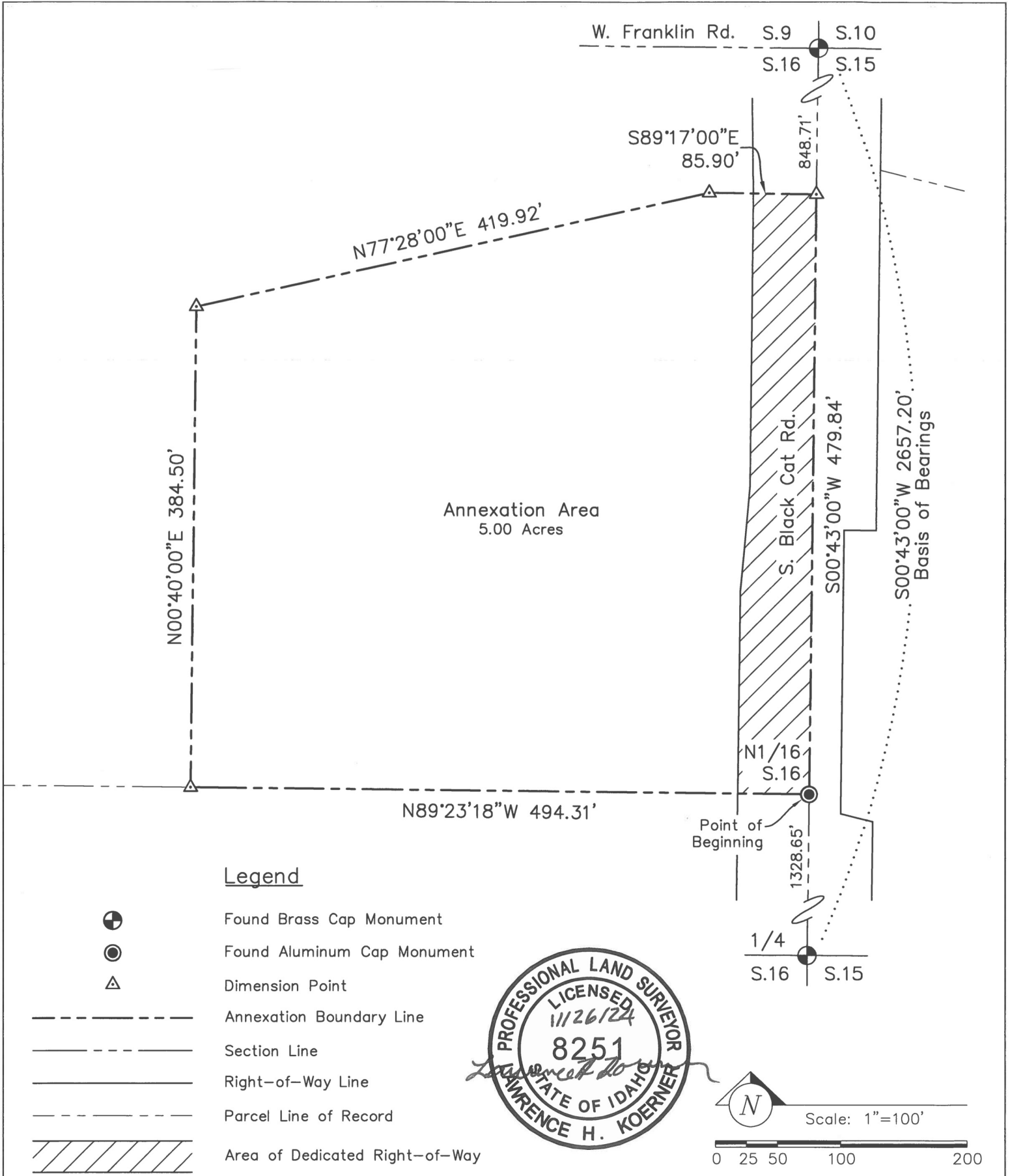
Thence, North 77°28'00" East, 419.92 feet;

Thence, South 89°17'00" East, 85.90 feet to the Easterly line of said Section 16;


Thence along said Easterly line, South 00°43'00" West, 479.84 feet to the **POINT OF BEGINNING**.

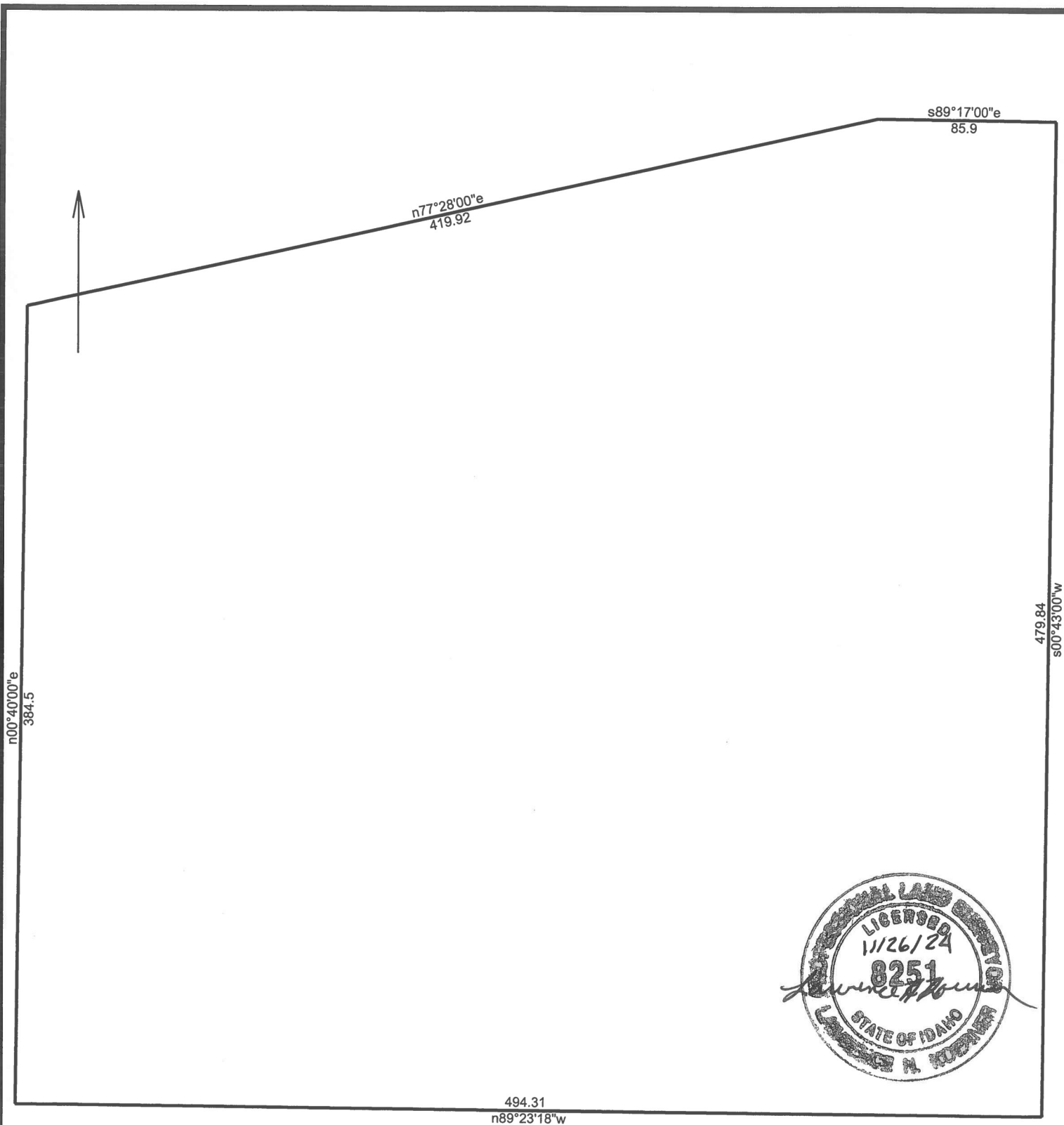
The above Described Parcel of Land contains 5.00 acres, more or less.





P:\299 S. Black Cat Rd. 24-282\dwg\24_282 Annex_Exhibit.dwg 11/26/2024 12:52:59 PM

 <div>IDAHO SURVEY GROUP, LLC</div> <div>9939 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570</div>	Exhibit Drawing for Annexation 299 S. Black Cat Rd.		Job No. 24-282
	A Portion of the NE1/4 of the NE1/4 of Section 16, T.3N., R.1W., B.M., Ada County, Idaho.		Sheet No. 1
			Dwg. Date 11/26/2024



City of Meridian Annexatoin Description

11/26/2024

Scale: 1 inch= 65 feet

File:

Tract 1: 5.0009 Acres (217839 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/565399), Perimeter=1864 ft.

- 01 n89.2318w 494.31
- 02 n00.4000e 384.5
- 03 n77.2800e 419.92
- 04 s89.1700e 85.9
- 05 s00.4300w 479.84

EXHIBIT B

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



In the Matter of the Request for Comprehensive Plan Map Amendment to change the future land use designation on 5.0 acres of land from the Low-Density Employment to Mixed Employment and the Annexation of 5.0 acres of land from RUT in Ada County to the Light Industrial zoning district, by K2 Construction.

Case No(s). H-2024-0066

For the City Council Hearing Date of: May 6th, 2025 (Findings on May 13th, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of May 6th, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of May 6th, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of May 6th, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of May 13th, 2025, 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 May 6th, 2025, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

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

1. The applicant's request for annexation and a comprehensive plan map amendment is hereby approved per the conditions of approval in the Staff Report for the hearing date of May 6th, 2025, 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 May 6th, 2025.

By action of the City Council at its regular meeting held on the 13 day of May, 2025.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED _____

COUNCIL MEMBER ANNE LITTLE ROBERTS


VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED _____

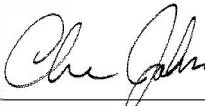

MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 5-13-2025

Attest:

Chris Johnson 5-13-2025
City Clerk

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

By:  Dated: 5-13-2025
City Clerk's Office

COMMUNITY DEVELOPMENT

DEPARTMENT REPORT



HEARING 5/6/2025

DATE:

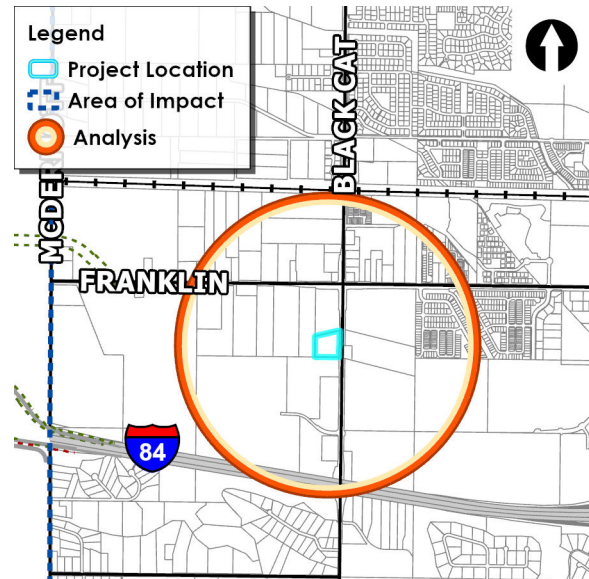
TO: Mayor & City Council

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

APPLICANT: Becky Moose

SUBJECT: H-2024-0066
Core and Main

LOCATION: Located at 299 S. Black Cat Road in the
NE ¼ of the NE ¼ of Section 16,
Township 3N, Range 1W.



I. PROJECT OVERVIEW

A. Summary

Comprehensive Plan Map Amendment to change the future land use designation on 5.0 acres of land from the Low-Density Employment to Mixed Employment and the Annexation of 5.0 acres of land from RUT in Ada County to the Light Industrial zoning district.

B. Issues/Waivers

Mixed Employment (M-E) and Low-Density Employment (LDE) designations are limited along the Black Cat and Franklin corridors. Currently, I-L zoning comprises 40.01% (38.1 acres of 95.1 acres) of the LDE FLUM designation and 55.24% (83.7 acres of 151.5 acres) of the M-E FLUM designation. These designations are intended to support a mix of employment uses and services, providing a transition between the residential east of Black Cat and industrial areas further west.

The continued expansion of I-L zoning within these FLUM designations may reduce employment diversity, create additional truck traffic, and disrupt the intended transition. Staff acknowledges that this project extends the approval of Black Cat Industrial to the south; however, unlike that project, this one did not necessitate a traffic impact study. Moreover, improvements tied to Black Cat Road won't be required until Black Cat Industrial reaches 960,000 square feet of occupied buildings (it's currently at approximately 560,000 square feet). Although this 5-acre proposal may have a limited effect, any additional I-L zoning expansion in these areas should be carefully evaluated by the Planning and Zoning Commission and City Council.

C. Recommendation

Staff: Approval with a development agreement.

Commission: Approval with no changes to the staff report.

D. Decision

Council: Approved with no changes to the staff report.

II. COMMUNITY METRICS

Table 1: Land Use

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

Table 2: Process Facts

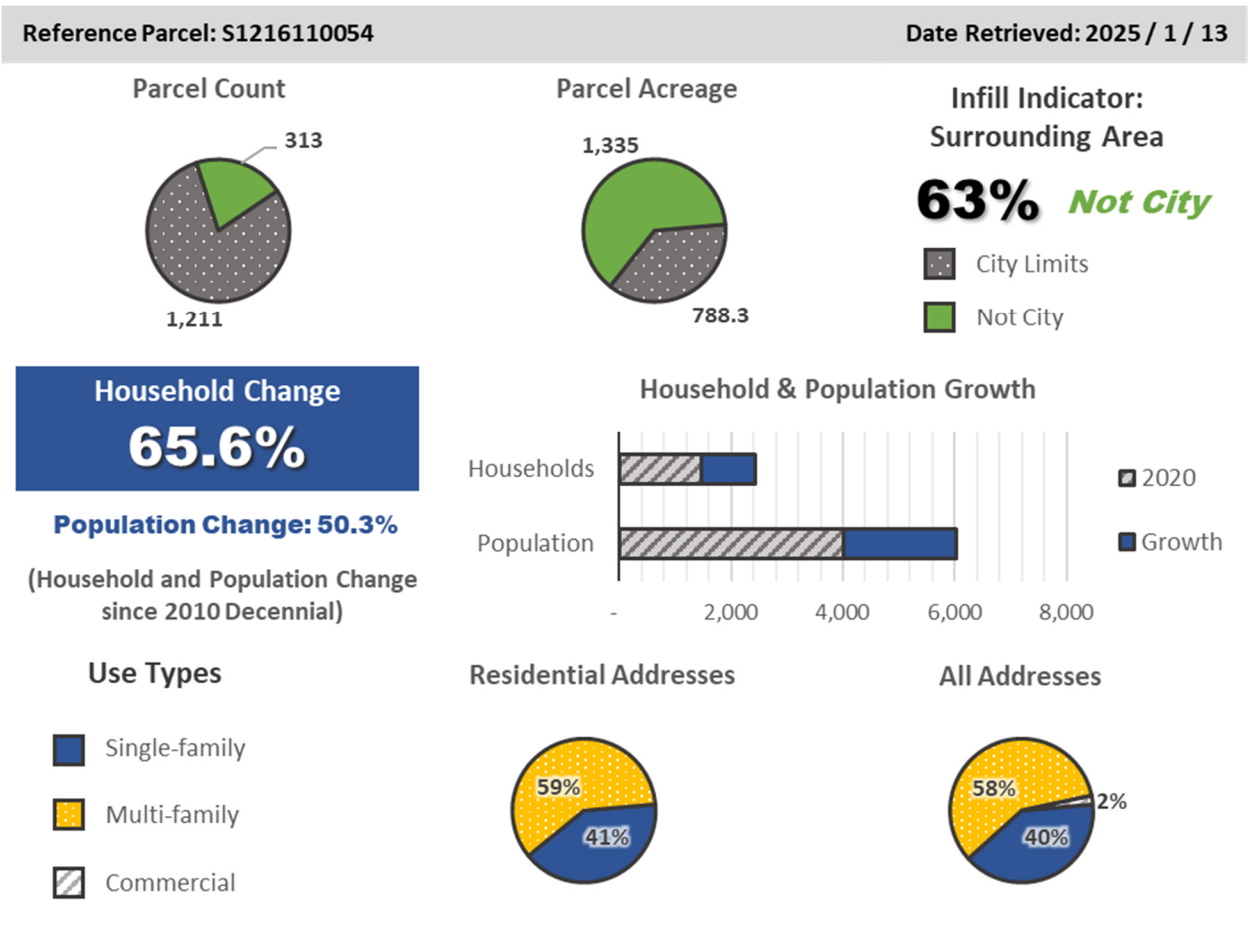
Description	Details
Preapplication Meeting date	11/5/2024
Neighborhood Meeting	11/13/2024
Site posting date	4/25/2025

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.D
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	Via a new collector on the north portion of the site from Black Cat Road.	-
• Traffic Level of Service	Black Cat: Better than “E”	-
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Available at site	
• Impacts or Concerns	See Comments in Section IV.	
Meridian Public Works Water		IV.B
• Distance to Mainline	Water available at site	
• Impacts or Concerns	See Comments in Section IV.	

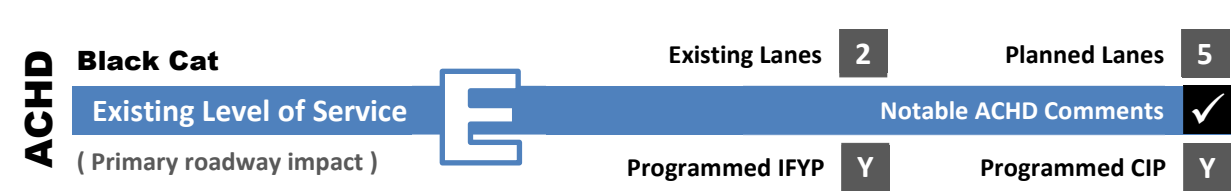
Note: See section IV. City/Agency Comments & Conditions for comments received or see public [record](#).

Figure 1: One-Mile Radius Existing Condition Metrics



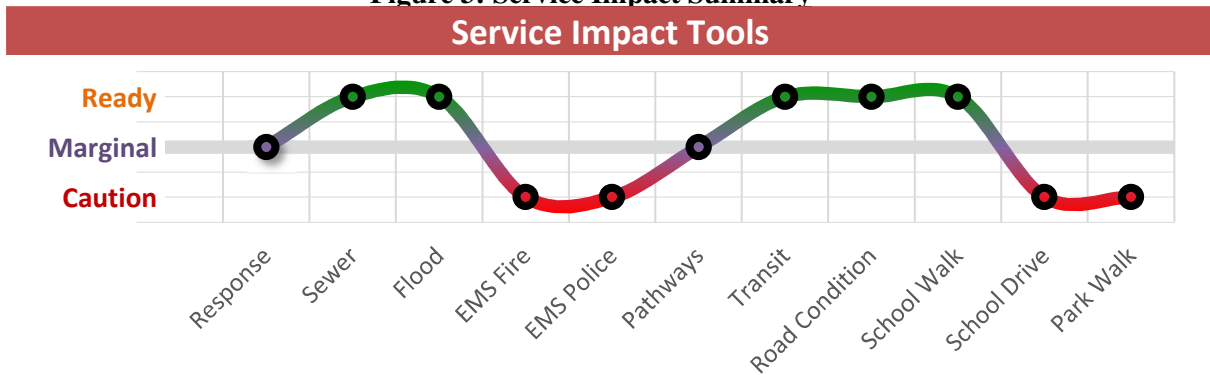
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Figure 2: ACHD Summary Metrics



Notes: See Error! Reference source not found.. Error! Reference source not found..

Figure 3: Service Impact Summary



Notes: See **Error! Reference source not found.. Error! Reference source not found..**

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The subject property falls within the Ten Mile Interchange Specific Area Plan (TMISAP). The adopted Comprehensive Plan designates 299 S. Black Cat Road as Low-Density Employment.

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

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

The applicant requests an amendment to the comprehensive plan to redesignate the subject property as Mixed Employment (M-E) and annex it with Light Industrial (I-L) zoning. According to the applicant's narrative, this change aligns with the TMISAP, as light industrial is an allowed use within the M-E designation, though mixed employment is the preferred zone, I-L is allowed. The applicant also notes that this request would serve as a continuation of the previously approved Black Cat Business Center (H-2021-0064) to the south. **Under the Unified Development Code, the proposed use is defined as a contractor's yard.**

The concept plan proposes a single 19,000-square-foot building, with 14,492 square feet designated as warehouse space and 4,508 square feet as office space. The remaining site would be used for a contractor's yard and outdoor storage. In addition, the applicant has indicated that the number of employees at this site is approximately eighteen (18), with ten (10) trucks entering the site on a given day. This would be Core and Mains' second location in Meridian as their business continues to grow.

However, staff notes that Mixed Employment (M-E) and Low-Density Employment (LDE) designations are limited along the Black Cat and Franklin corridors. Currently, I-L zoning comprises 40.01 % (38.1 acres of 95.1 acres) of the LDE FLUM designation and 55.24 % (83.7 acres of 151.5 acres) of the M-E FLUM designation. These designations are intended to support a mix of employment uses and services, providing a transition between the residential east of Black Cat and industrial areas further west.

Staff is concerned that continued expansion of I-L zoning within these FLUM designations may reduce employment diversity, create additional truck traffic, and disrupt the intended transition. While this specific 5-acre request may have a minimal impact, further expansion of I-L zoning in these areas should be carefully evaluated by the Planning and Zoning Commission and City Council.

Comprehensive Plan Policies Envisioned in this Area:

- Focus on developing industries that exceed the living wage, such as technology, healthcare and other similar industries. (2.06.01E) *While this use does not provide a significant amount of employment, the applicant will be providing additional jobs that will provide opportunities that will pay a living wage for residents.*
- Evaluate development proposals based on consistency with the vision as well as physical, social, economic, environmental, and aesthetic criteria. (3.01.01D) *The proposed development does not meet all of the intended goals of the TMISAP, however, the applicant has worked with staff to substantially change their design to better integrate with the plan's intentions.*
- Slow the outward progression of the City's limits by discouraging fringe area development; encourage development of vacant or underutilized parcels currently within City limits. (4.05.03B) *The subject property is eligible for annexation and has city limits on two (2) of its four sides. Currently, this property is vacant and by redeveloping it will provide opportunities for properties to the north and west to develop.*
- Ensure that regulations and plans support and encourage desired development and land use patterns within the Area of City Impact. (3.01.01C) *Based on feedback from stakeholders, the desired land use for this area is primarily industrial as Meridian has very little vacancy and is a desirable location for industrial users.*

Table 4: Project Overview

Description	Details
History	N/A
Physical Features	Rosenlof Drain on the Southern Boundary
Acreage	5.0 acres
Percentage of I-L zoning in Low Density Employment FLUM	40.01%
Percentage of I-L zoning in Mixed Employment FLUM	55.24%

B. History

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

In 2021, the City approved the annexation of approximately 129.21 acres under the Black Cat Industrial project, designating the area as Mixed Employment (M-E) and Low-Density Employment (LDE) within the Future Land Use Map (FLUM) and zoning it as Light Industrial (I-L). The City Council determined that the industrial center aligned with the goals of the TMISAP. However, that approval covered a significantly larger area compared to this 5-acre request.

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

C. Site Development and Use Analysis

The Applicant proposes an amendment to the FLUM to change the existing low-density employment designation to mixed employment. The Mixed Employment areas encourage a diversity of compatible land uses that may include a mixture of office, research, and specialized employment areas, light industrial including manufacturing and assembly, and other miscellaneous uses. These areas generally do not include retail and consumer service uses serving the wider community.

While the I-L zone is not the preferred zone in the Mixed Employment designation, it can be an appropriate zone if the applicant can demonstrate the use of the property minimizes the impacts to surrounding properties and meets the intent of the TMISAP. In conversations, between staff and the applicant, it was determined this use would be relatively low impact and additional design changes were incorporated into the concept plan to ensure the site meets the intent of the M-E designation.

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

If annexed, the two existing residential structures will be removed, and the well and septic system abandoned in accord with the UDC.

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

The applicant is requesting a modification to the Comprehensive Plan FLUM designation from Low-Density Employment to Mixed Employment and seeks annexation with Light Industrial (I-L) zoning. According to the applicant's narrative, the property would be developed as a new facility for Core and Main, including office and warehousing with an outdoor contractor's yard. The proposed hours of operation are Monday through Friday, from 7:00 AM to 5:00 PM, with approximately 18 employees on-site.

Currently, the Low-Density Employment designation does not permit Light Industrial uses such as those proposed. However, a change to the Mixed Employment designation would allow development under the I-L zone. While the preferred zoning in the Mixed Employment FLUM designation is the M-E zoning district, alternative zones may be considered when they align with the plan's vision and integrate with surrounding properties. The applicant asserts that the I-L zone is compatible with adjacent properties to the south. Staff concurs, noting that the proposed use aligns with prior approvals in the area and would contribute to the expansion of Light Industrial space along the Black Cat corridor. Additionally, while the proposed use does not provide a large amount of employment, it is providing employment and a relatively low impact use in the area.

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

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

and elevations submitted appear to meet these requirements. The updated plans with the submittal of the Certificate of Zoning Compliance and Design Review shall be in compliance with UDC 11-2C-3.

4. Specific Use Standards (*UDC 11-4-3*):

UDC 11-4-3-8: Contractors Yard

- A. All structures or outdoor storage areas shall be located a minimum of one hundred (100) feet from any residential district.

The proposed contractor's yard is located further than 100 feet from any residential district.

- B. Outdoor storage areas shall comply with Section 11-3A-14, "outdoor storage as an accessory use", of this title.

The applicant is proposing the outdoor storage to be screened from the public right of way and will have a designated area on the site for it. The applicant has proposed an eight (8) foot fence to enclose the entire contractor's yard with additional landscaping to help screen the yard. The applicant has worked with staff to enhance the fence material and will provide finer landscaping details with the certificate of zoning compliance submittal.

- C. The site shall not be used as a junkyard or vehicle wrecking yard as herein defined.

The applicant understands and will comply with this standard.

Design Standards Analysis

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

UDC 11-3A-19 and Comprehensive Plan Goal 5.01.02D emphasize the significance of building frontages along public streets and/or public spaces. The applicant proposes to comply with the requirement by providing a minimum of 30% building frontage along Black Cat Road. Additionally, by having the building frontage along Black Cat Road, the applicant has helped screen the contractor's yard and outdoor storage from view along the arterial street. The applicant complies with these standards.

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

i. Landscape buffers along streets

A 20-foot wide landscape buffer is required adjacent to the future collector on the northern portion of the site, and a 25-foot wide buffer is required adjacent to arterial streets (S. Black Cat Rd.). The proposed landscaping along the future collector does not appear to meet the requirements for a 20-foot buffer as the fence should be stepped back to allow for adequate pathway landscaping (see analysis in subsection v). Additionally, staff is recommending additional trees in the southern portion of the buffer along Black Cat Road to provide additional screening. These buffers shall be landscaped per the standards in UDC 11-3B-7C. Additionally, the drainage ditch along Black Cat Road shall be piped in compliance with UDC 11-3B-6. Landscaping requirements will be analyzed with the Certificate of Zoning Compliance.

ii. Parking lot landscaping

Landscaping is required to be provided along all parking areas per the standards listed in UDC 11-3B-8. The requirements include 5 ft. perimeter adjacent to streets and islands of at least 50 sq. ft. per every 12 parking spaces. These requirements will be analyzed with the Certificate of Zoning Compliance.

iii. Tree preservation

A Tree Mitigation Plan should be submitted with the Certificate of Zoning Compliance 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.

iv. Storm integration

Storm drainage is required to comply with the standards listed in UDC 11-3A-18. Drainage swales should not be within the landscape buffers along S. Black Cat Road.

v. Pathway landscaping

The proposed pathways along S. Black Cat Road appear to include five (5) feet of landscaping on both sides, meeting UDC requirements. However, the south side of the ten (10) foot multi-use pathway along the northern collector does not appear to have the required five (5) feet of landscaping.

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

These requirements will be reviewed during the Certificate of Zoning Compliance process and must comply with UDC 11-3B-12.

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

i. Nonresidential parking analysis

In Industrial districts, the requirement shall be one (1) space for every 2,000 square feet of gross floor area. With the proposed I-L zone and building square footage of 19,000 square feet, ten (10) parking stalls are required. The applicant is providing 24 spaces which exceeds the UDC requirements. The applicant has indicated that no more than 18 employees will be present at any one time, which will leave roughly six (6) parking stalls for customers.

ii. Bicycle parking analysis

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

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

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

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

The applicant proposes a large, one-story industrial building designed with higher ceilings and upper windows to create the appearance of a two-story structure. The exterior materials include Granitstone, Optimo metal panels, and stone veneer, with moderate to large setbacks from the street. While the primary entrances are oriented inward toward the collector street to

the north, the proposed frontages do not meet the ASM's 30% fenestration requirement along public streets.

The applicant has been highly receptive to staff feedback and has worked collaboratively to refine the building elevations to better align with architectural standards. In response, the applicant has adjusted the building's orientation and incorporated additional materials, fenestration, and modulation. Staff is also exploring fenestration alternatives with the applicant that may be addressed through a design standard exception during the design review application. Final elevations will be evaluated during the design review process to ensure compliance with industrial design standards.

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

Outdoor storage and contractor's yards require closed vision fencing when visible from public right of way. With the extension of the collector along the north boundary and the Rosenlof canal on the south boundary, the entirety of the yard will be visible and will require an 8-foot closed vision fence around the entirety of the outdoor storage.

D. Transportation Analysis

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

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

Access to the site is proposed from a future collector street along the northern portion of the property. The applicant is responsible for extending this collector road as outlined in ACHD's Master Street Map. ACHD found that the proposed development meets all of ACHD's policies.

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

Category	Details
Existing and Planned Road Infrastructure	
W. Franklin Road	Existing: 2 lanes, no curb, gutter, or sidewalk. Planned: Widen to 5 lanes between W. McDermott Rd and S. Black Cat Rd after 2028.
S. Black Cat Road	Existing: 2 lanes, no curb, gutter, or sidewalk. Planned: Widen to 5 lanes between W. Overland Rd and W. Franklin Rd, 2036–2040.
Franklin & McDermott Intersection	Planned: Multi-lane roundabout, construction scheduled after 2027.
W. Franklin Road Connection	Planned: Future connection to SH-16 via a signalized intersection.
Planned & Approved Developments Impacting the Corridor	<i>Full Impacts of these projects are yet to be realized.</i>

Black Cat Industrial (H-2021-0064)	2.2 million sq ft of industrial space to the south.
Farmstone (H-2023-0045)	378,360 sq ft of commercial and industrial uses across Black Cat Road.
Avani Subdivision (H-2023-0049)	256 residential lots to the northeast.
Vanguard Village	552 dwelling units.
Braya Subdivision	330 single-family lots and 240 apartment units.
District at Ten Mile	Large mixed-use development (commercial, industrial, residential) impacting area roadways.
Development Conditions	Some projects are restricted from further buildout until key road improvements are completed.

Traffic Impact/ Construction of Collector from Proposed Use:

The applicant anticipates approximately 18 employees on-site daily, with around 10 semi-trucks entering and exiting the property each day. To align with UDC 11-3A-3, which seeks to limit access points to collector and arterial roadways, staff recommends restricting the western access off the future collector street to truck traffic only. Additionally, a traffic impact study was not required as the size of the development is relatively small and is not anticipated to account for significant traffic counts.

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

2. Pathways and Sidewalks (*UDC 11-3A-5, UDC 11-3A-17*):

The applicant is proposing to construct a 10-foot multi-use pathway along the south side of the future collector and along S. Black Cat Road. This is consistent with the UDC standards and the city's pathway master plan for this area. However, the applicant shall also construct the portion of the 10-foot multi-use pathway on the north side of the future collector that falls on their property (near the collector and Black Cat intersection). This shall be shown on the certificate of zoning compliance submittal.

E. Services Analysis

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

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

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

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

3. Storm Drainage (*UDC 11-3A-18*):
An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.
4. Utilities (*Comp Plan, UDC 11-3A-21*):
Connection to City water and sewer services is required and are available to be extended by the developer with development in accord with UDC 11-3A-21 and Goals 3.03.03G & 3.03.03F. Urban sewer and water infrastructure and curb, gutter, and sidewalks are required to be provided with development.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

~~15 days prior to the city council meeting, provide a revised concept plan with the following revisions:~~

- ~~— Depict the portion of the 10-foot multi-use pathway on the north side of the future collector that falls on the property (near the collector and Black Cat intersection).~~
- ~~— If trees are provided inside the eight (8) foot parkway along the northern collector, the applicant may reduce the landscaping on the south side of the ten (10) multi-use pathway to five (5) feet. However, if the trees are not provided in the eight (8) foot parkway. The applicant shall provide the ten (10) feet of landscaping as indicated in the TMISAP page 3-20 for street section C.~~
- ~~— Provide a fencing detail of the proposed eight (8) foot fence.~~
- ~~— Provide trees that touch maturity along the Black Cat landscape buffer south of the building to aid in screening the contractor's yard.~~

Prior to approval of the annexation ordinance, the DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer. **A certificate of zoning compliance shall not be submitted until the DA and Ordinance is approved by City Council.**

- a. Future development of this site shall be generally consistent with the concept plan, landscape plan, and conceptual building elevations included in Section VII 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 western entrance off of the future collector roadway shall be signed and used for truck traffic only.
- d. All existing structures shall be removed from the property within 90 days of the annexation approval.
- e. Comply with the architectural standards manual and TMISAP.
- f. Construct the collector roadway on the north boundary in accordance with the street section exhibit C as listed in the TMISAP page 3-10 or to ACHD's standards prior to certificate of occupancy for the building. A cross-street exhibit shall be submitted with the certificate of zoning compliance.

B. Meridian Public Works

Wastewater	
• Distance to Sewer Services	Available at 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
Water	
• 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	See Public Works Site Specific Conditions

NON-PLAT CONDITIONS

PUBLIC WORKS DEPARTMENT

Site Specific Conditions of Approval

1. If a Well is located on the site it must be abandoned per regulatory requirements and proof of abandonment must be provided to the City.
2. Sewer access to the west is not required. If there are no future expansion plans in that direction, the end-of-line sewer must be installed at a 0.60% slope.
3. The water main along the north boundary needs to be twelve-inch.
4. Water mains must have a casing when crossing irrigation areas with seasonal access restrictions. Either provide a casing or demonstrate that the City will have year-round access.
5. Fire hydrants and water services outside of the ROW or the public utility easement along the road require a 20' easement up to and 5' beyond the hydrant/meter.
6. If hydrants or water services are inside the ROW or public utility easement, ensure no trees or permanent structures are within 5' of fire hydrants/meter.
7. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement. Applicant still responsible to meet all landscaping requirement and should coordinate with their planner.

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. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
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.
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. Nampa & Meridian Irrigation District



Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

February 25, 2025

City Clerk's Office
City of Meridian
33 E. Broadway Avenue, Suite 102
Meridian, ID 83642-2619

RE: H-2024-0066/ 299 S Black Cat Rd; Core & Main

To Whom It May Concern:

Nampa & Meridian Irrigation District (NMID) requires a filed Land Use Change Application to review prior to final platting.

All private laterals and waste ways must be protected. The Districts Rosenlof Drain courses through the south property line of this property. The Districts easement for the Rosenlof Drain at this location is a minimum of seventy feet (70') total, thirty feet (30') right and forty feet (40') left; looking downstream to the west.

This easement must be protected. Any encroachment without a signed License Agreement and approved plan before construction is unacceptable.

All municipal surface drainage must be retained on site. If any municipal surface drainage leaves the site, NMID must review drainage plans. Developer must comply with Idaho Code 31-3805. Please feel free to contact me for further information.

Sincerely,

Steve Pardew
Development Coordinator
Nampa & Meridian Irrigation District
SP /eol

Cc: Office/ file
D. Davall
A. Wolfe
Applicant



APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000

D. Ada County Highway District (ACHD)



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

Date: February 21st, 2025

To: Becky Moose

Staff Contact: Matt Pak, Planner

Project Description: Core & Main

Trip Generation: This development is estimated to generate 74 vehicle trips per day, 9 vehicle trip per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

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

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

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

ACHD Planned Improvements	
FYP	X
CIP	X

Livable Street Performance Measures	
Pedestrian	LTS 4
Cyclist	LTS 4

Is Transit Available?	
Yes	X
No	

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

connecting you to more

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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:

1. The map amendment complies with the applicable provisions of the comprehensive plan;
Based on previous approvals, the Commission finds the proposed development is consistent with the TMISAP designation of Mixed Employment and the proposed development will be

consistent with the previous approval of the Black Cat Industrial Business Complex on the property to the south.

2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;

The Council finds that while the proposed map amendment to I-L zoning is not the preferred zoning in the Mixed-Employment area, it aligns with the existing zoning to the south and the intended use of the site supports the purpose statement of the I-L zone.

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

This application proposes to annex 5.0 acres of property with the I-L zoning district to allow for a small employment and low impact user to expand its operation in the city. The Council finds the proposed development will not be detrimental to the public health, safety, and welfare.

4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and

The 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.

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

The Council finds the proposed annexation and zone of I-L to be in the best interest of the city due to previous approvals for the property to the south and providing employment through a low impact user.

B. Comprehensive Plan (UDC 11-5B-7D)

Upon recommendation from the Commission, the Council shall make a full investigation and shall, at the public hearing, review the application. In order to grant a amendment to the Comprehensive Plan, the Council shall make the following findings:

1. The proposed amendment is consistent with the other elements of the comprehensive plan.

The Council finds the proposed amendment to M-E is consistent with the Comprehensive Plan in that the proposed development will provide employment and help with a transition from light industrial to residential as this use is relatively low impact on the overall area.

2. The proposed amendment provides an improved guide to future growth and development of the city.

The Council finds that the proposal to change the FLUM designation from Low Density Employment to Mixed Employment will allow for an extension of the approval on the development to south of this property and provide a low impact employment use.

3. The proposed amendment is internally consistent with the goals, objectives and policies of the Comprehensive Plan.

The Council finds that the proposed amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan as noted in Section III.

4. The proposed amendment is consistent with this Unified Development Code.

The Council finds that the proposed amendment is consistent with the Unified Development Code.

5. The amendment will be compatible with existing and planned surrounding land uses.
The Council finds the proposed amendment will be compatible with existing industrial to the south and due to the low volume of truck traffic will provide an adequate transition to the residential across S. Black Cat Road.
6. The proposed amendment will not burden existing and planned service capabilities.
The Council finds that the proposed amendment will not burden existing and planned service capabilities in this portion of the city. Sewer and water services are currently available to this site. ACHD has determined the traffic along S. Black Cat Road and W. Franklin Road will have sufficient capacity to allow for the addition of this use in the area.
7. The proposed map amendment (as applicable) provides a logical juxtaposition of uses that allows sufficient area to mitigate any anticipated impact associated with the development of the area.
The Council finds the proposed map amendment provides a logical juxtaposition of uses and sufficient area to mitigate any development impacts to adjacent properties
8. The proposed amendment is in the best interest of the City of Meridian.
For the reasons stated in Section III and the subject findings above, The Council finds that the proposed amendment is in the best interest of the City.

VI. ACTION

A. Staff:

Staff recommends approval of the proposed amendment to the Future Land Use Map and Annexation per the provisions in Section IV in accord with the Findings in Section V.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on March 20th, 2025. At the public hearing, the Commission moved to recommend approval of the subject Comprehensive Plan Map Amendment and Annexation requests.

1. Summary of Commission public hearing:

- a. In favor: Becky Moose, Glenn Walker, Dave Heupel, Melanie Anderson
- b. In opposition: Cheryl Whiting-Storrs, Greg Storrs, Keith Whiting, Colton Storrs.
- c. Commenting: Becky Moose, Glenn Walker, Dave Heupel, Melanie Anderson, Cheryl Whiting-Storrs, Greg Storrs, Keith Whiting, Colton Storrs.
- d. Written testimony: None
- e. Staff presenting application: Nick Napoli
- f. Other Staff commenting on application: Kurt Starman

2. Key issue(s) of public testimony:

- a. Cheryl, Greg, Keith, and Colton all had concerns with the proximity of this industrial use next to the existing residential to the north in Ada County and with the new residential subdivisions being built on the east side of Black Cat Road. In addition, they have concerns that allowing this change from Low-Density Employment to Mixed Employment will erode the planned transition envisioned with the TMISAP and Comprehensive Plan.

3. Key issue(s) of discussion by Commission:

- a. The Commission discussed the planned transition from residential to industrial users and deemed that Core and Mains recommendation for approval was consistent with the approval of the Black Cat Industrial Park to the south and that it is a relatively low-impact user.

4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. Determining if the change from Low-Density Employment to Mixed-Employment to allow for an Industrial user is appropriate considering the planned transition in this area.

C. City Council:

The Meridian City Council heard these items on May 6th, 2025. At the public hearing, the Council moved to approve the subject Annexation and Comprehensive Plan Map Amendment requests.

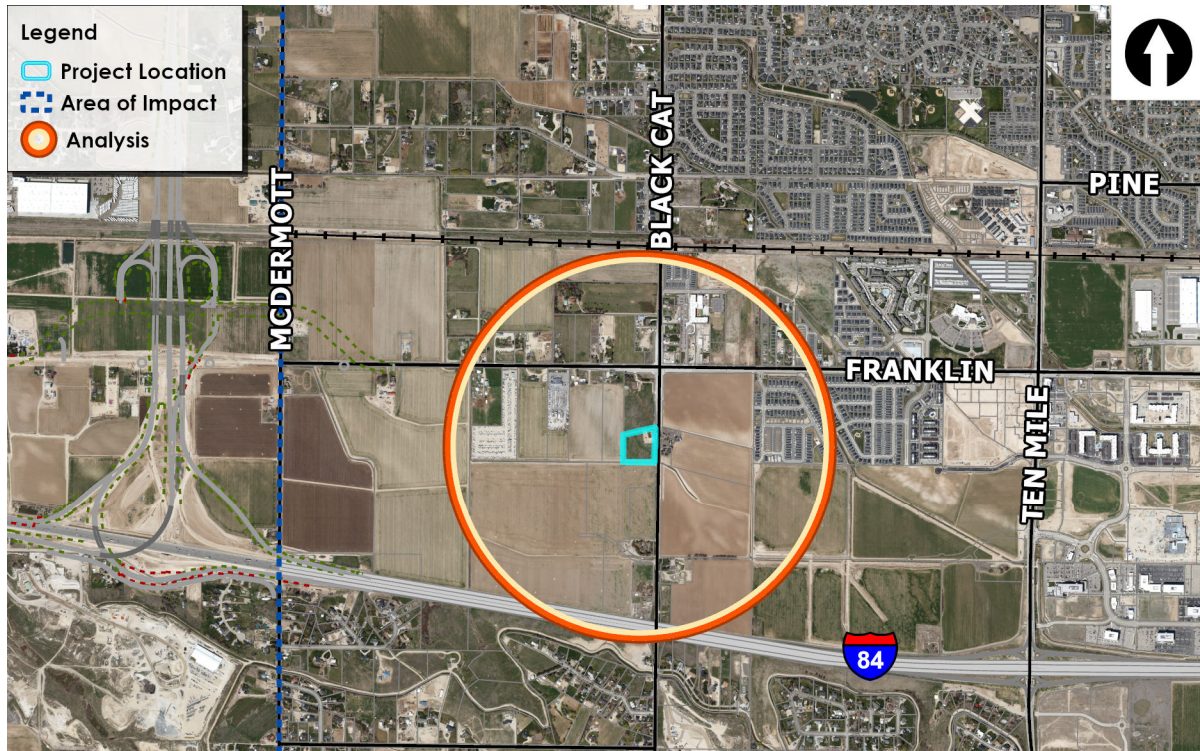
1. Summary of the City Council public hearing:
 - a. In favor: Becky Moose, Glenn Walker, Dave Heupel
 - b. In opposition: None
 - c. Commenting: Becky Moose, Glenn Walker, Dave Heupel
 - d. Written testimony: None
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. The amount of industrial space in the city and whether it is adequate or not. The council all agreed that industrial space is something that the city does not have enough of. The council also asked about the sound study that was conducted and we satisfied with the standardized nature of it.
4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

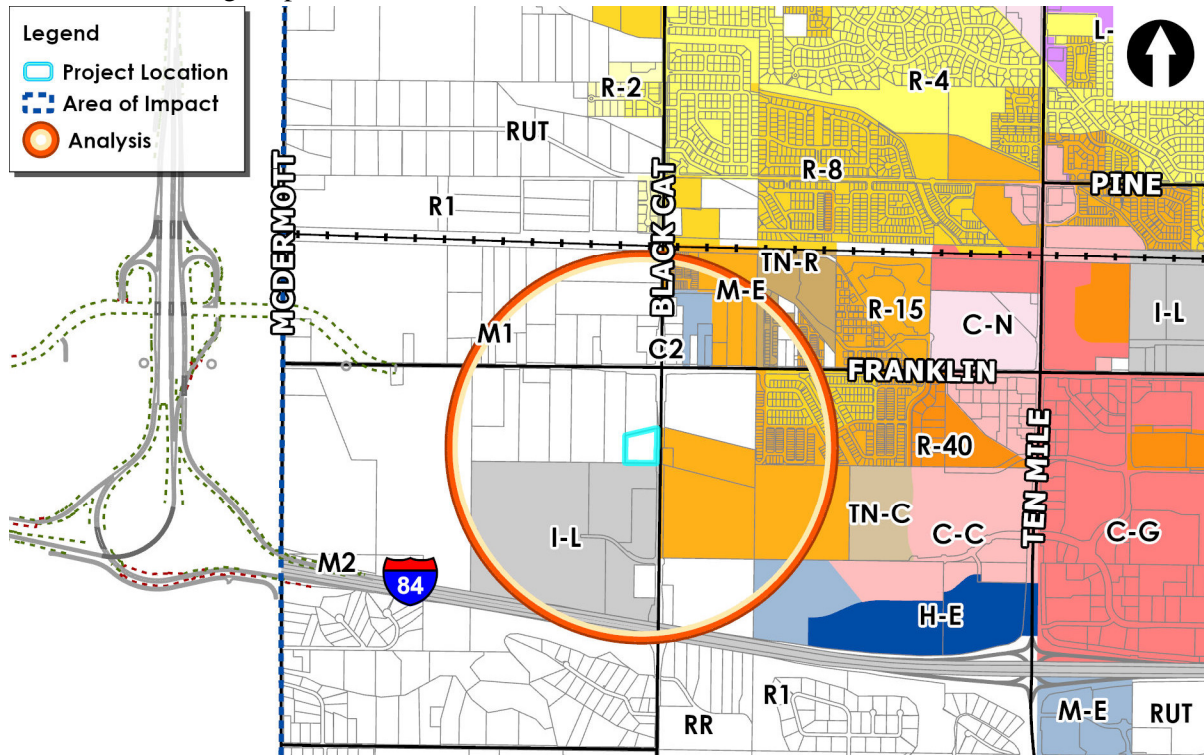
A. Project Area Maps

(link to [Project Overview](#))

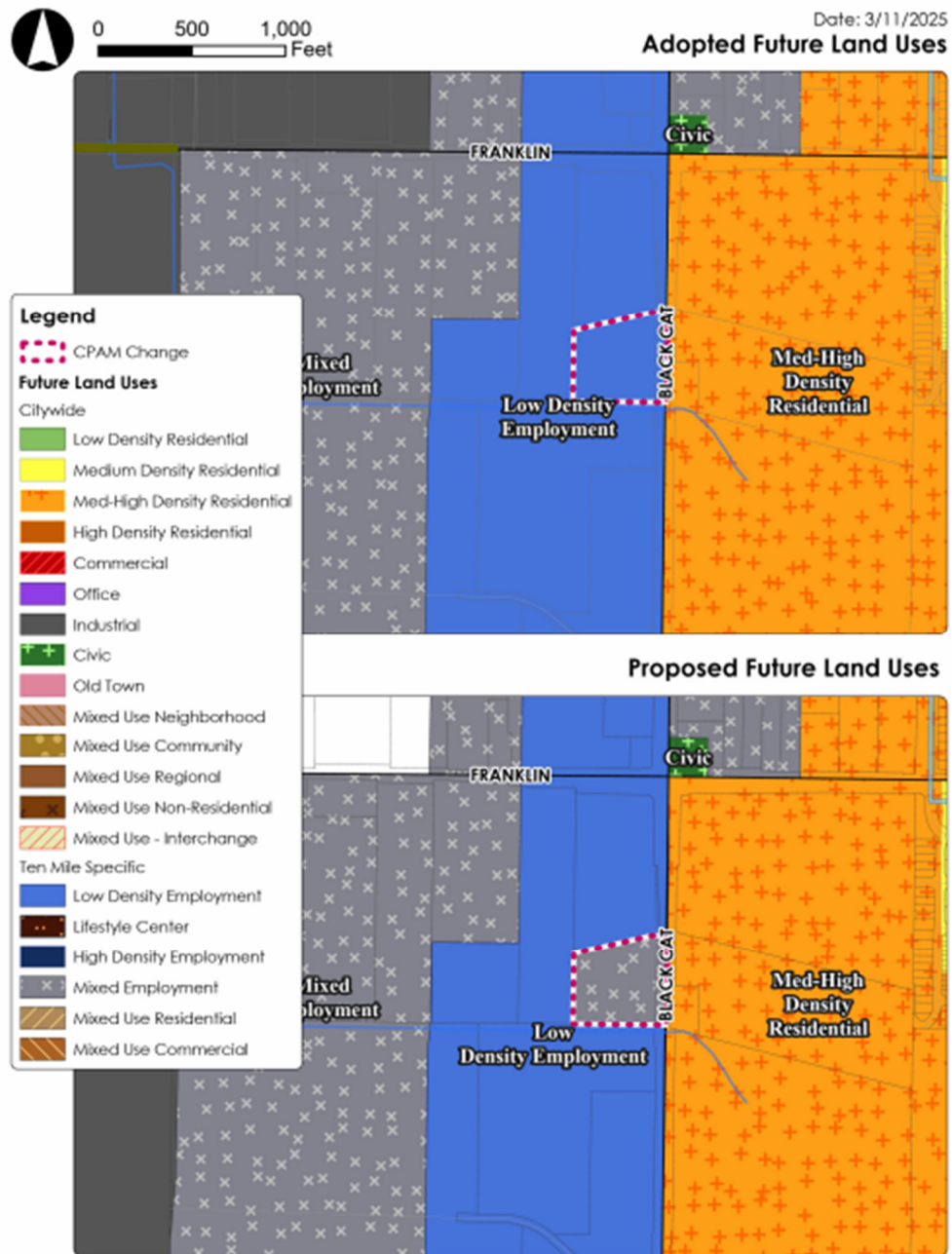
1. Aerial



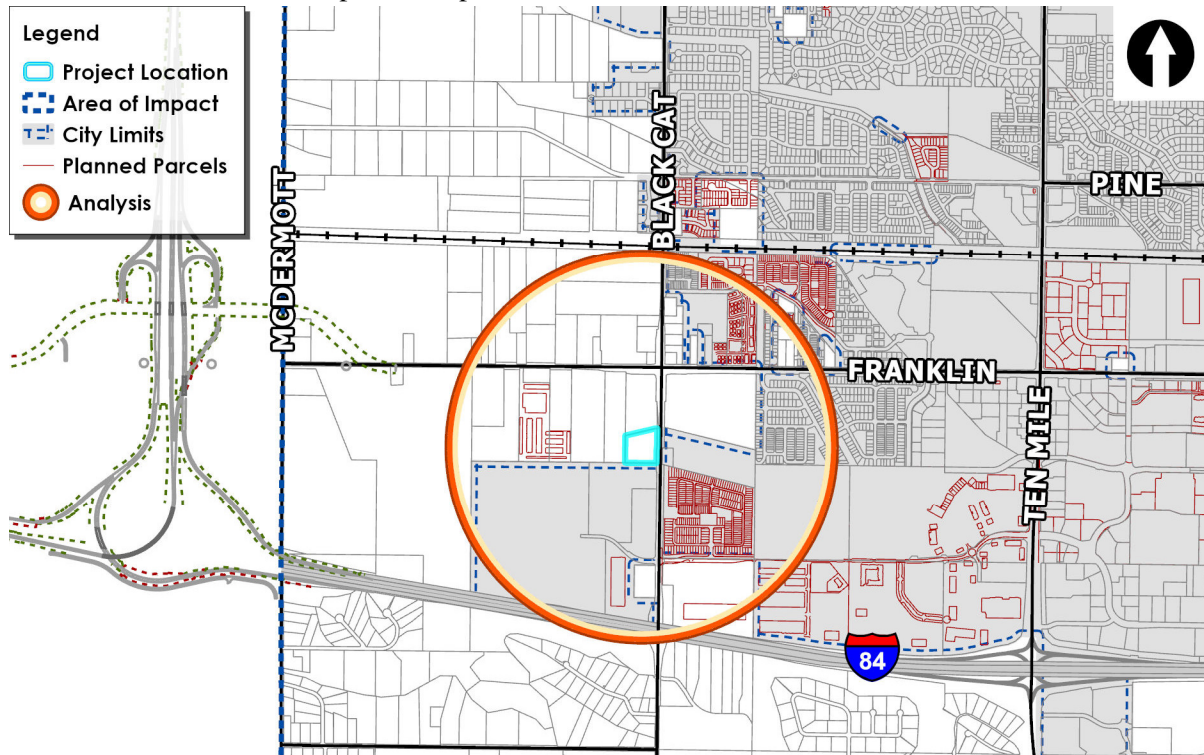
2. Zoning Map



3. Existing/Proposed Future Land Use:



4. Planned Development Map



B. Subject Site Photos

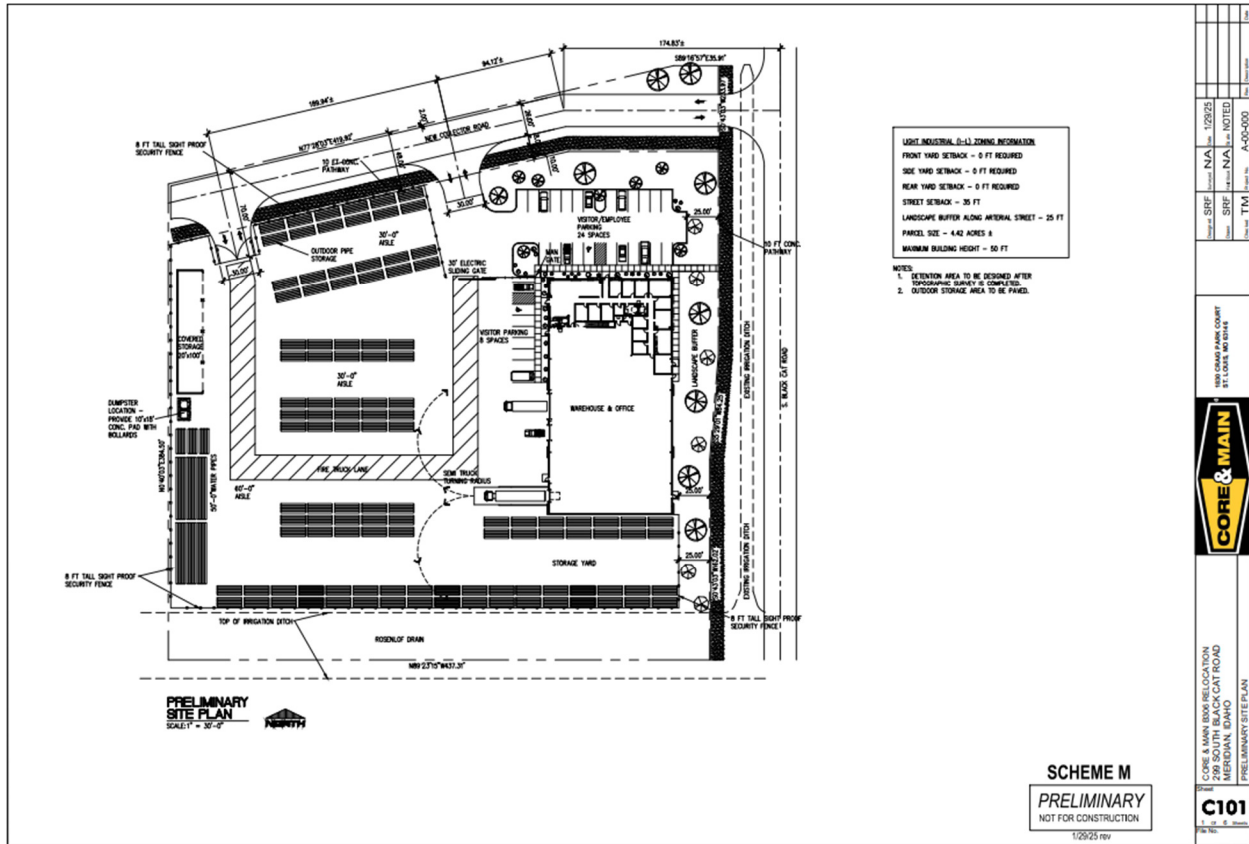


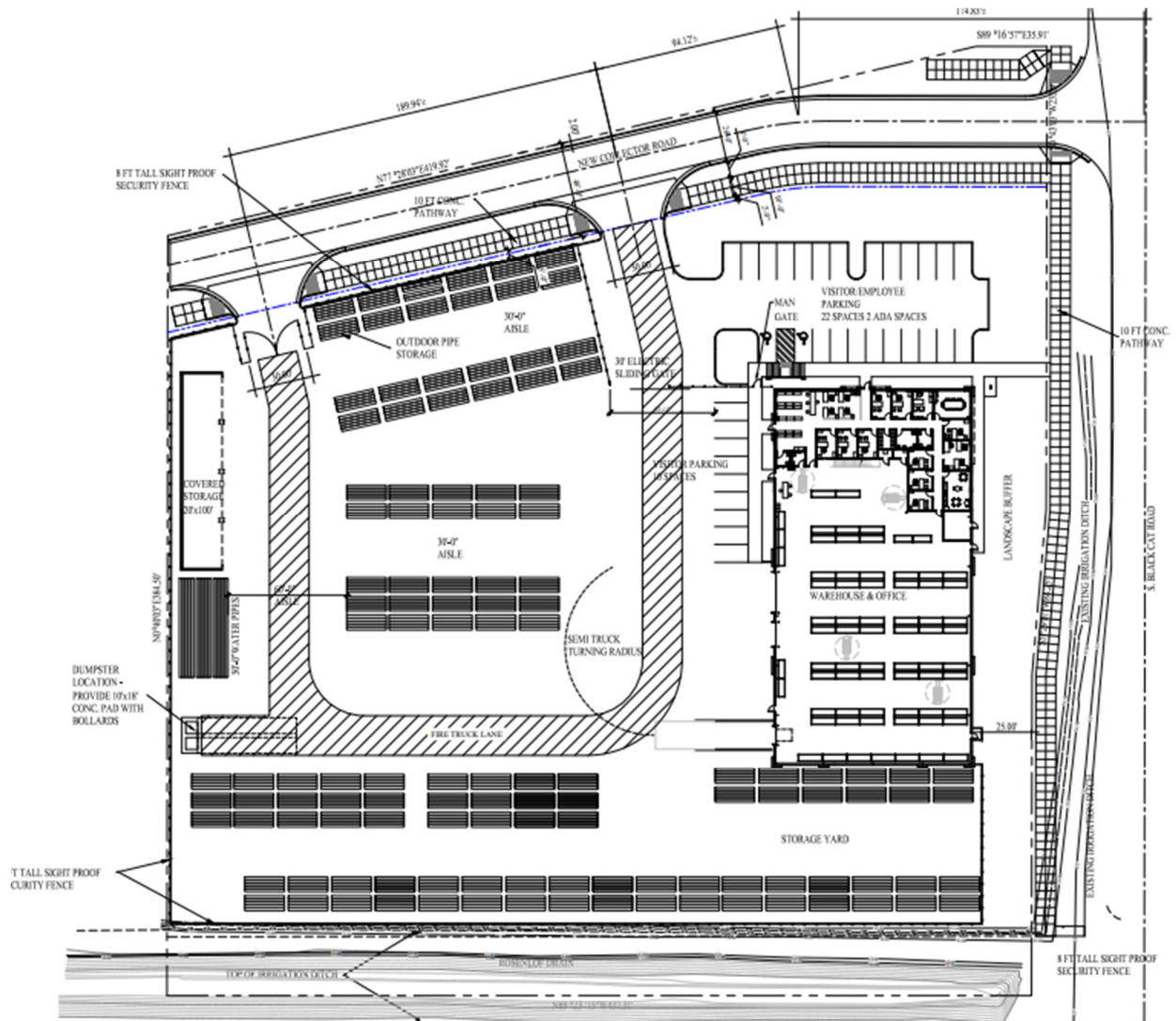
C. Service Accessibility Report

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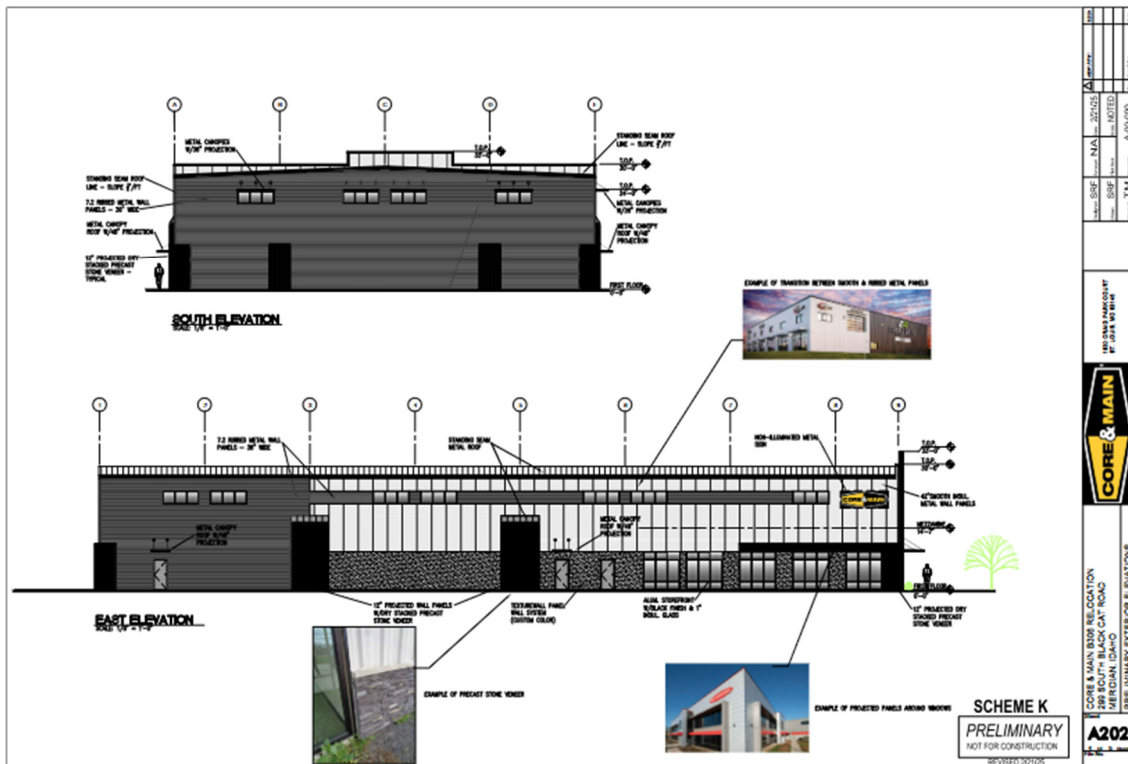
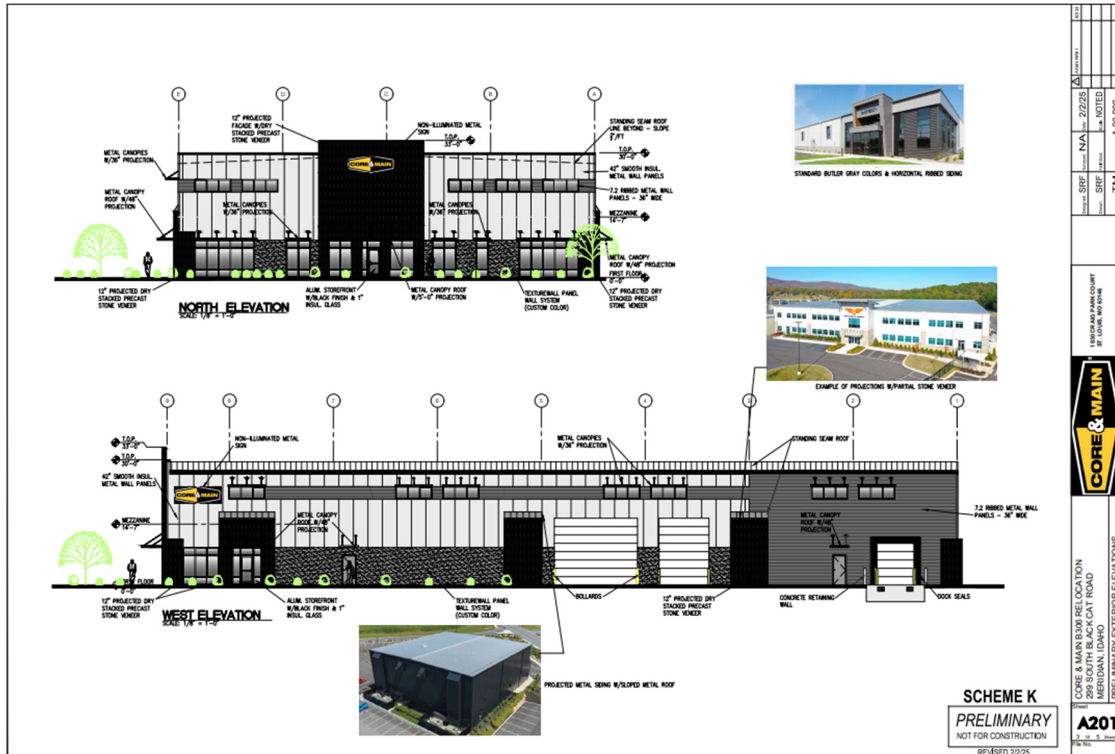
Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time > 9 min.	RED
Emergency Services Police	Not enough data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

D. Original and Revised Site Plans (date: 1/16/2025)



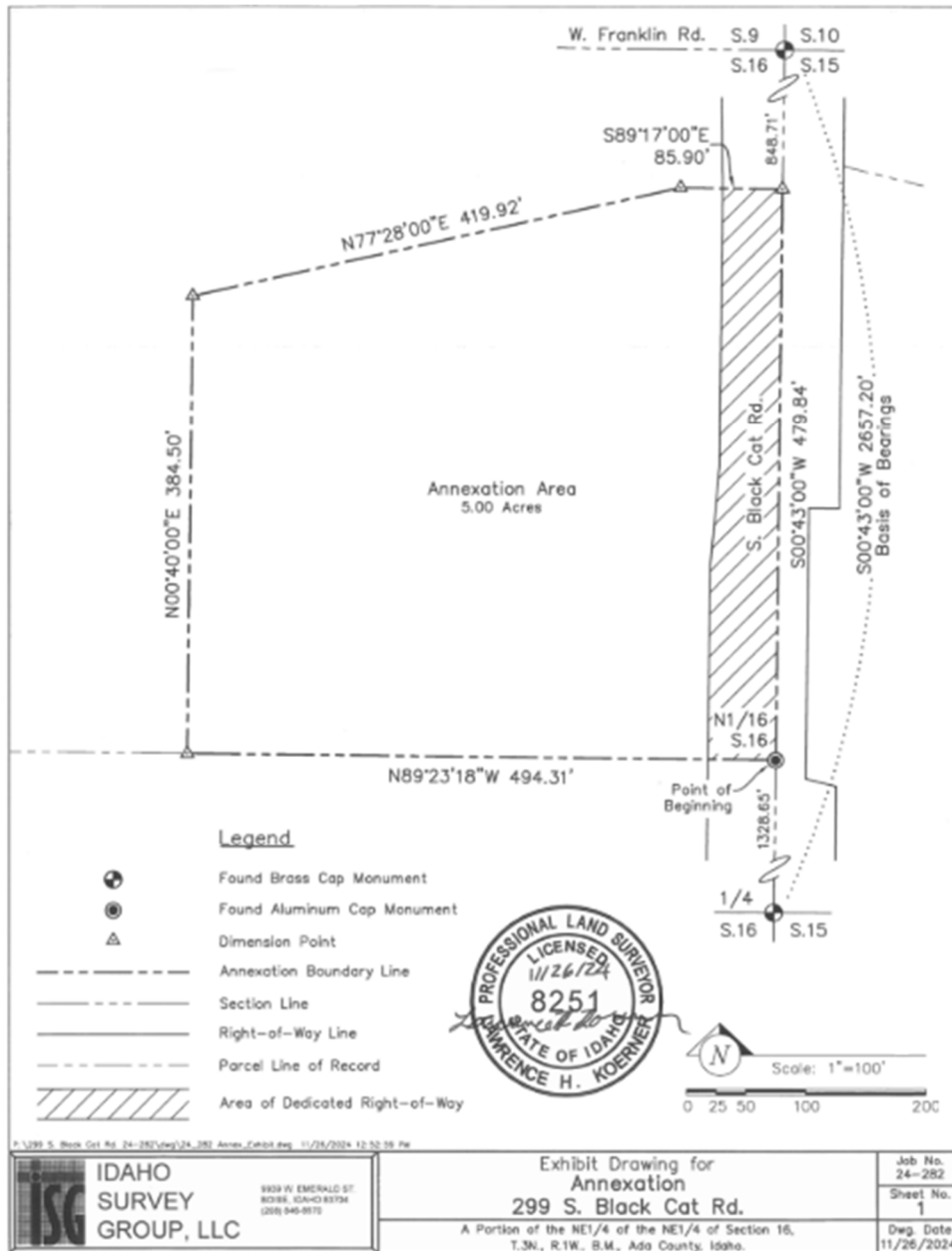


E. Building Elevations (date: 2/21/2025)



FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION & ORDER
FOR (CORE AND MAIN – H-2024-0066)

F. Annexation Legal Description & Exhibit Map





IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704
Phone: (208) 846-8570
Fax: (208) 884-5399

Description for
Annexation - City of Meridian
November 26, 2024

The following Describes a Parcel of Land being a Portion of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly described as follows:

COMMENCING at the Northeast Corner of Section 16, Township 3 North, Range 1 West, Boise Meridian; From which, the Southeast Corner of the Northeast 1/4 (East 1/4 Corner) of said Section 16 bears, South 00°43'00" West, 2,657.20 feet; Thence along the Easterly line of said Section 16, South 00°43'00" West, 1328.55 feet to the North 1/16 corner the **POINT OF BEGINNING**;

Thence leaving said Easterly line and along the Southerly line of said Northeast 1/4 of the Northeast 1/4, North 89°23'18" West, 494.31 feet;

Thence leaving said Southerly line, North 00°40'00" East, 384.50 feet;

Thence, North 77°28'00" East, 419.92 feet;

Thence, South 89°17'00" East, 85.90 feet to the Easterly line of said Section 16;

Thence along said Easterly line, South 00°43'00" West, 479.84 feet to the **POINT OF BEGINNING**.

The above Described Parcel of Land contains 5.00 acres, more or less.

