

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Sherburne Development LLC (Owner/Developer)**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 18 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 **Sherburne Development LLC**, whose address is 1456 E. Iron Eagle Drive, Eagle, Idaho 83616, hereinafter collectively called OWNER/DEVELOPER.

1. RECITALS:

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A," which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 3.31 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 21st day of January, 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 **Sherburne Development LLC**, whose address is 1456 E. Iron Eagle Drive, Eagle, Idaho 83616, 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 VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B" and the provisions contained herein.
- b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
- c. A Certificate of Zoning Compliance and Design Review application(s) shall be submitted and approved prior to submittal of building permit applications for this site.
- d. In accord with UDC 11-3A-3, Owner/Developer shall construct driveway stubs to the north and south property lines and record a cross-access/ingress-egress easement granting accesses to the north (Parcel #S0434417201) and south (Parcel #S0434417605) properties in an effort to combine and limit access points to N. Ten Mile Road. Copies of the recorded easements shall be submitted with the Certificate of Zoning Compliance application for the proposed use.
- e. All existing structures shall be removed from the property prior to issuance of the first building permit.
- f. The Owner/Developer shall consolidate all the access points into a single access point as shown on the concept plan. At the submittal of the first certificate of zoning compliance, the access points being removed shall be replaced with curb, gutter, sidewalk, and landscaping in compliance with the UDC.
- g. The property is allowed to develop with any permitted and conditional uses in the I-L zoning district as represented in UDC Table 11-2C-2.

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

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

7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure

the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

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

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

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

11. **SURETY OF PERFORMANCE:** 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:

Sherburne Development LLC
1456 E. Iron Eagle Drive
Eagle, Idaho 83616

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:
Sherburne Development LLC


By: **Jared Sherburne**
Its: **Manager**

State of Idaho)

: ss:

County of Ada)

On this 18th day of June, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jared Sherburne**, known or identified to me to be the **Manager** of **Sherburne Development 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: 6/25/28

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)

: ss

County of Ada)

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.

(SEAL)

Notary Public for Idaho

My Commission Expires: _____

Project No: 240333
Date: October 10, 2024
Page 1 of 1

ANNEXATION DESCRIPTION

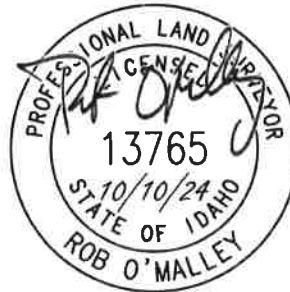
A parcel of land located in the N1/2 of the SE1/4 of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Section 34; thence, along the east boundary of the SE1/4,

A) N.00°52'59"E., 1982.83 feet to the south boundary of said N1/2 of the SE1/4 and the **POINT OF BEGINNING**; thence, along said boundary,

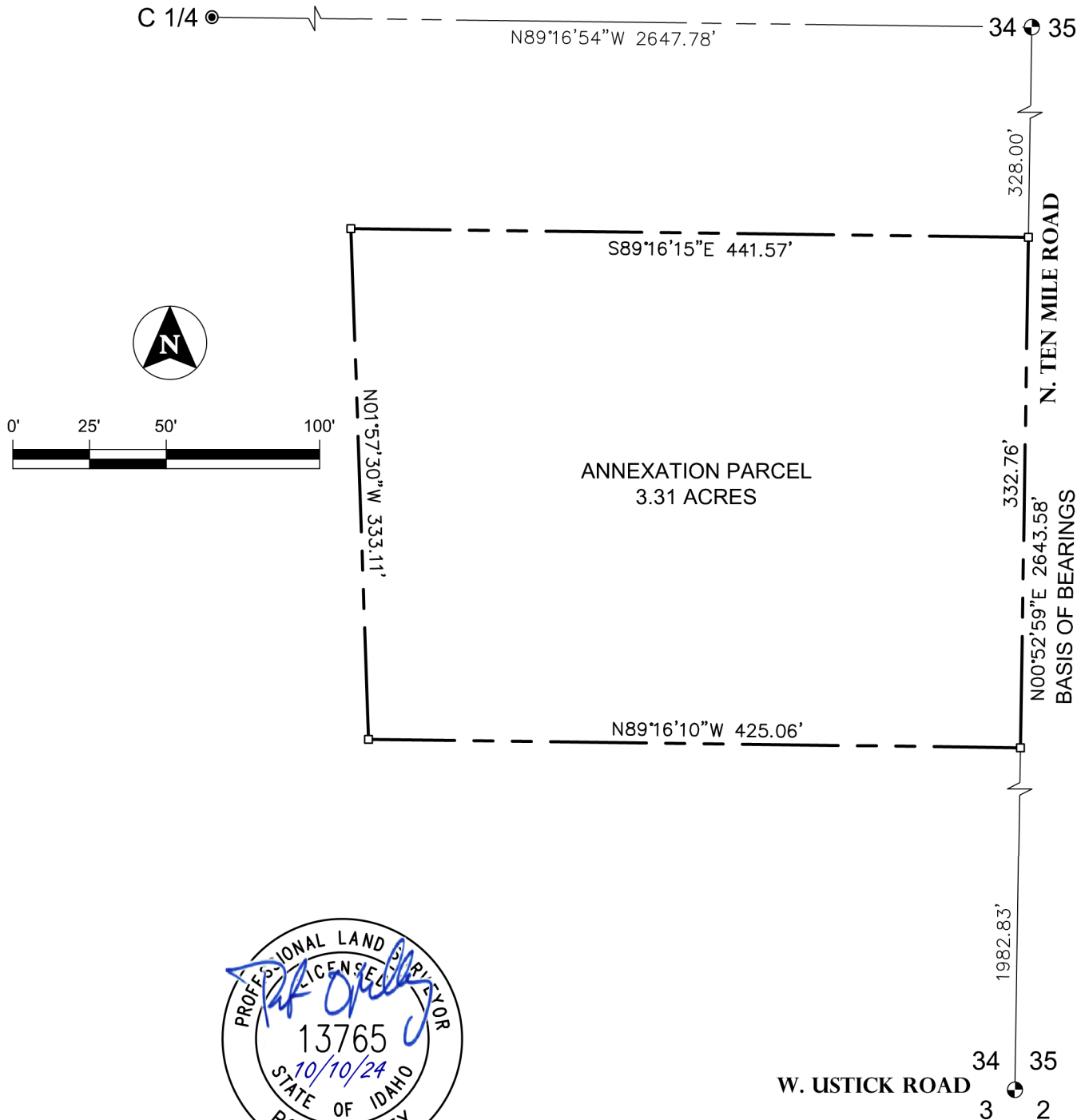
- 1) N.89°16'10"W., 425.06 feet; thence, leaving said boundary,
- 2) N.01°57'30"W., 333.11 feet; thence,
- 3) S.89°16'15"E., 441.57 feet to said east boundary of the SE1/4; thence, along said boundary,
- 4) S.00°52'59"W., 332.76 feet to the **POINT OF BEGINNING**.

CONTAINING: 3.31 Acres.



ANNEXATION EXHIBIT SKETCH

LOCATED IN THE N1/2 OF THE SE1/4 OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN
ADA COUNTY, IDAHO
2024



240333-V-XB_ANNEXATION.dwg

10/10/24

240333



332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

EXHIBIT B

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



In the Matter of the Request for Annexation, by Jeff Hatch.

Case No(s). H-2024-0055

For the City Council Hearing Date of: 01/07/2025 (Findings on 01/21/2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of January 7th, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of January 7th, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of January 7th, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of January 21st, 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 January 7th, 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 is hereby approved per the conditions of approval in the Staff Report for the hearing date of January 7th, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

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 January 7th, 2025.

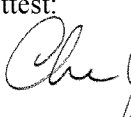

By action of the City Council at its regular meeting held on the 21st day of January, 2025.

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




Mayor Robert E. Simison 1-21-2025

Attest:

Chris Johnson 1-21-2025
City Clerk

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

By:  Dated: 1-21-2025
City Clerk's Office

COMMUNITY DEVELOPMENT

DEPARTMENT REPORT



HEARING DATE: 1/7/2025

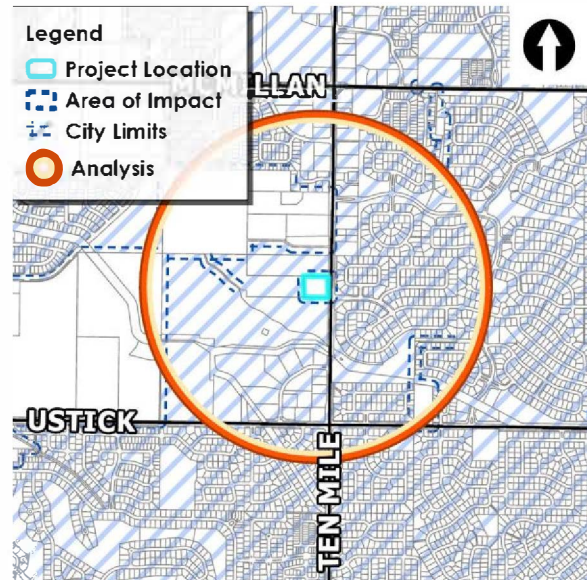
TO: Mayor & City Council

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

APPLICANT: Jeff Hatch

SUBJECT: H-2024-0055
Foldesi Reserve

LOCATION: Located at 3915 N. Ten Mile Road in North ½ of the SE ¼ of Section 34, T.4N., R.1W.



I. PROJECT OVERVIEW

A. Summary

Annexation of 3.31 acres of land for the construction of approximately 46,005 square feet of industrial space in the I-L zoning district, By Jeff Hatch.

B. Recommendation

Staff: Approval with Conditions.

Commission: Approval.

C. Decision

Council:

COMMUNITY METRICS

Table 1: Land Use

II.	Description	Details	Map Ref.
	Existing Land Use(s)	Residential	-
	Proposed Land Use(s)	Industrial/Flex Space	-
	Existing Zoning	RUT in Ada County	VII.A.2
	Proposed Zoning	I-L	
	Adopted FLUM Designation	Mixed Use Non-Residential (MUNR)	VII.A.3
	Proposed FLUM Designation	Mixed Use Non-Residential (MUNR)	

Table 2: Process Facts

Description	Details
Preapplication Meeting date	7/16/2024
Neighborhood Meeting	9/23/2024
Site posting date	12/9/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.D
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	Existing driveway to N. Ten Mile Rd (arterial); Consolidating the 3 access points to a single access point.	-
• Traffic Level of Service	Better than E	-
ITD Comments Received	Yes	
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Available at the site.	
• Impacts or Concerns	No	
Meridian Public Works Water		IV.B
• Distance to Mainline	Available at the site.	
• Impacts or Concerns	Yes: Connection to Ten Mile Road and to the water main on the south boundary will be required at time of development.	

Note: See section IV. City/Agency Comments & Conditions for comments received or see public record

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=365958&dbid=0&repo=MeridianCity>.

STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

III.

The subject property is designated as Mixed Use Non-Residential on the Future Land Use Map (FLUM). The proposed zoning of Light Industrial (I-L) is consistent with the FLUM. The applicant is proposing to construct approximately 46,005 square feet of industrial space and self-storage (storage condos). These uses are listed as allowed in the I-L zoning in the UDC and Comprehensive Plan.

The subject site is surrounded by self-service storage facilities as this property is within the proximity of the Cities wastewater plant. Industrial spaces and self-storage facilities are a desired use specified in the Mixed-Use Non-Residential designation, as noted above. These spaces provide employment opportunities and valuable spaces for small-scale industrial businesses. Each user will be evaluated at the time of applying for certificate of occupancy.

Table 4: Project Overview

Description	Details
History	N/A
Acreage	3.31 acres

B. Site Development and Use Analysis

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

The site currently contains seven (7) residential and accessory structures. Prior to the issuance of the building permit, these structures shall be removed.

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

The applicant has indicated the proposed uses for the site intends to be industrial spaces and self-storage buildings. The use of industrial buildings and self-storage facilities (storage condos) aligns with the Mixed-Use Non-Residential (MUNR) future land use designation, which accommodates a range of commercial and industrial users. This project not only provides employment and industrial options within city limits but also advances the city's economic goals and meets the needs of its residents. Specifically, it complies with Policy 3.07.01D, which promotes the preservation of industrial land by discouraging non-industrial uses and emphasizing light manufacturing, distribution, flex-space, and base employment. Additionally, it aligns with Policy 3.03.01E, which encourages infill development within the city. The property's location adjacent to N. Ten Mile Road enhances its accessibility and supports the local industrial landscape, addressing the demand for such developments in both the immediate area and the wider community. Furthermore, industrial buildings and self-storage facilities are permitted in the I-L zoning district which supports the applicant proposal.

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

Development of the site shall comply with the dimensional standards of the I-L zoning district in UDC Table 11-3B-3. *Based on the concept plan and elevations, the applicant is meeting the 35-foot building setback, 50-foot height limit, and has chosen to do a water conserving design to reduce the landscape buffer to 12 ½ feet along Ten Mile in conformance with the UDC.*

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

The applicant has proposed the uses of Industrial space and Self Service Storage Facility but staff is not limiting them to these uses as any allowed uses in the I-L zoning can be established.

UDC 11-4-3-34: Storage Facility, Self-Service

a. Storage units and/or areas shall not be used as dwellings or as a commercial or industrial place of business. The manufacture or sale of any item by a tenant from or at a self-service storage facility is specifically prohibited.

The applicant is proposing the storage facility/building to be for storage condos which will be for personal use and not for business purposes.

b. On site auctions of unclaimed items by the storage facility owners shall be allowed as a temporary use in accord with Chapter 3, Article E, "temporary use requirements", of this Title.

The applicant will comply with this if and when this happens at the facility.

c. The distance between structures shall be a minimum of twenty-five (25) feet.

The applicant meets this standard.

d. The storage facility shall be completely fenced, walled, or enclosed and screened from public view. Where abutting a residential district or public road, chainlink shall not be allowed as fencing material.

The storage building will have enhanced architecture, and the roll-up doors will be screened from public view. This is not a typical storage building as it will be used for storage condos which is a more specialized and heightened use.

e. If abutting a residential district, the facility hours of public operation shall be limited to 6:00 a.m. to 11:00 p.m.

Not applicable.

f. A minimum twenty-five-foot wide landscape buffer shall be provided where the facility abuts a residential use, unless a greater buffer width is otherwise required by this title. Landscaping shall be provided as set forth in subsection 11-3B-9.C of this Title.

Not applicable.

g. If the use is unattended, the standards in accord with Section [11-3A-16](#), "self-service uses", of this Title shall also apply.

The applicant will comply with these standards.

h. The facility shall have a second means of access for emergency purposes as determined by the Fire Marshal.

The fire department has reviewed the concept plan and will work with the applicant on a second means of access. Additional details will be reviewed with the submittal of the certificate of zoning compliance.

i. All outdoor storage of material shall be maintained in an orderly manner so as not to create a public nuisance. Materials shall not be stored within the required yards. Stored items shall not block sidewalks or parking areas and may not impede vehicular or pedestrian traffic.

The applicant is not proposing outdoor storage for the larger self-storage building.

j. The site shall not be used as a "vehicle wrecking or junk yard" as herein defined.

The applicant will comply with this standard.

k. For any use requiring the storage of fuel or hazardous material, the use shall be located a minimum of one thousand (1,000) feet from a hospital.

Not applicable.

C. Design Standards Analysis

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

Based on the concept plan, the applicant appears to comply with the standards outlined in UDC 11-3A-19. The applicant has positioned no more than 50% of the total off-street parking between building facades and abutting streets. Additionally, the building on the southern portion of the site exceeds the 30% building frontage requirement.

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

i. Landscape buffers along streets

A 25-foot wide street buffer is required along N. Ten Mile Road, an arterial street. This buffer shall be landscaped per the standards in UDC 11-3B-7C. *The applicant has chosen to incorporate the water conserving design standards into this buffer which allows the buffer to be reduced by 50%. The concept plan shows a 12 ½ foot buffer meeting this requirement. However, the existing landscaping between the sidewalk and Ten Mile Road will be required to be brought into compliance and landscaped per UDC 11-3B-7C. The landscaping will be evaluated with the certificate of zoning compliance and shall be landscaped per UDC 11-3B-5-2B-O.*

ii. Parking lot landscaping

Landscaping is required to be provided along all parking areas per the standards listed in UDC 11-3B-8. *The proposed landscape plan does not meet the minimum requirements. The south landscape buffer shall be widened to 7 feet and the parking stall shall be reduced to 17 feet. The landscaping will be evaluated with the submittal of the certificate of zoning compliance.*

iii. 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 final 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.

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 setbacks along N. Ten Mile Road.

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

i. Nonresidential parking analysis

UDC 11-3C-6 requires one space for every two thousand (2,000) sq. ft. of gross floor area in industrial districts. *The applicant is proposing 94 parking spaces on the concept plan which exceeds the 23 spaces that are required with the building (46,005 square feet). Additionally, the applicant anticipates potential commercial users will use portions*

of the site in the future which is why the parking is in excess. The uses will be analyzed as they are proposed within the tenant spaces.

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. *Bicycle parking is not depicted and the plans shall be revised to incorporate the location of the bicycle parking with the Certificate of Zoning Compliance submittal that meet these requirements.*

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

Goals 5.01.02C and 2.09.03A of the comprehensive plan promote area beautification and community identity through heightened design standards providing distinct and engaging identities.

In response, the developer is proposing three industrial buildings with a mix of one- and two-story tenant spaces comprised of stucco, brick veneer, stucco wainscot, metal panels, and metal panel roofing with moderate to large setbacks from the street, and frontages exceeding the required 20% windows along the streets. Primary entrances are oriented toward the parking lots rather than toward the loading docks.

The Architectural Standards Manual requires modulation in the surface plane at no less than 50 ft. intervals. There should be at least 2 pedestrian-scale architectural features, and physical distinctions to anchor the building. There should be at least two different field materials, with at least one accent material.

The proposed elevations appear to meet the architectural manual. However, the applicant shall submit the architectural standards manual checklist with the design review application to ensure compliance with these standards.

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

All fencing is required to comply with the standards listed in UDC 11-3A-7. *The submitted concept plan shows fencing on the Northwest portion of the site but does not provide details. The applicant shall include fencing details with the submittal of the certificate of zoning compliance.*

D. Transportation Analysis

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

Goal 6.01.02B emphasizes reducing the number of access points onto arterial streets by utilizing strategies such as cross-access agreements, access management, and the creation of frontage and backage roads, while also improving connectivity between local and collector streets.

Access is proposed off N. Ten Mile Road (an arterial street) through a single curb cut. The applicant has condensed the three access points to N. Ten Mile into a single access point in the center of the property. This was a requirement from both ACHD and the City of Meridian with this application. While this property was not granted access from the storage facility to the south it was granted cross access from the north for when the storage facility redevelops in the future, staff finds the proposed entrance to be in compliance with the UDC and comprehensive plan.

Additionally, cross-access shall be stubbed to the property to the north and south. While this may not be pertinent in the near term, if or when the storage units redevelop, the cross-access agreement will be essential to limiting access points on Ten Mile.

The Meridian Fire Department has requested secondary access to the site. The applicant and staff will work with MFD to find the best location for this before CZC submittal.

2. Multiuse Pathways, Pathways, and Sidewalks (*UDC 11-3A-5, UDC 11-3A-8, UDC 11-3A-17, Comp Plan*):

The site has an existing detached 5-foot sidewalk along N. Ten Mile Road which has been determined to be sufficient from the city parks department. Typically, 10-foot detached multi-use pathways are required along arterial and collector roads. However, the 5-foot detached sidewalk was recently constructed, and the parks department deemed it as acceptable at this time. Additionally, the two curb cuts that are being removed shall be replaced with curb, gutter, sidewalks, and landscaping with the first certificate of zoning compliance application.

There is no pedestrian connection from this sidewalk to the front entrances for any of the suites. The applicant shall provide a pedestrian connection point to the entrances of the suites. If the pedestrian walkway crosses vehicular driving surfaces, it is required to be distinguished from the vehicular driving surface through the use of pavers, colored or scored concrete, or bricks as set forth in UDC 11-3A-19B.4.

E. Services Analysis

1. 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.
2. 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.
3. 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

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer. **A final plat or certificate of zoning compliance shall not be submitted until the DA and Ordinance is approved by City Council.**

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council

granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

- a. Future development of this site shall be generally consistent with the concept plan, landscape plan, and conceptual building elevations included in Section VIII and the provisions contained herein.
- b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
- c. A Certificate of Zoning Compliance and Design Review application(s) shall be submitted and approved prior to submittal of building permit applications for this site.
- d. In accord with UDC 11-3A-3, the applicant shall construct driveway stubs to the north and south property lines and record a cross-access/ingress-egress easement granting accesses to the north (Parcel #S0434417201) and south (Parcel #S0434417605) properties in an effort to combine and limit access points to N. Ten Mile Road. Copies of the recorded easements shall be submitted with the Certificate of Zoning Compliance application for the proposed use.
- e. All existing structures shall be removed from the property prior to issuance of the first building permit.
- f. The applicant shall consolidate all the access points into a single access point as shown on the concept plan. At the submittal of the first certificate of zoning compliance, the access points being removed shall be replaced with curb, gutter, sidewalk, and landscaping in compliance with the UDC.
- g. The property is allowed to develop with any permitted and conditional uses in the I-L zoning district as represented in UDC Table 11-2C-2.

Planning Division comments related to future application submittals:

- Provide emergency access to the site as requested by the Meridian Fire Department.

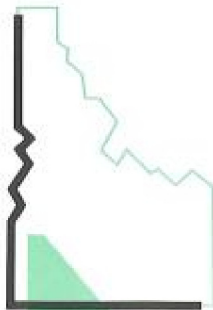
B. Meridian Public Works

ANNEXATION

PUBLIC WORKS DEPARTMENT

Wastewater	
<ul style="list-style-type: none">Distance to Sewer Services	Directly adjacent
<ul style="list-style-type: none">Sewer Shed	
<ul style="list-style-type: none">Estimated Project Sewer ERU's	See application
<ul style="list-style-type: none">WRRF Declining Balance	
<ul style="list-style-type: none">Project Consistent with WW Master Plan/Facility Plan	Yes
<ul style="list-style-type: none">Impacts/concerns	
Water	
<ul style="list-style-type: none">Distance to Water Services	Available at the site.
<ul style="list-style-type: none">Pressure Zone	
<ul style="list-style-type: none">Estimated Project Water ERU's	See application
<ul style="list-style-type: none">Water Quality	None
<ul style="list-style-type: none">Project Consistent with Water Master Plan	Yes
<ul style="list-style-type: none">Impacts/Concerns	Connection to Ten Mile Rd and to the water main on the south boundary will be required at time of development.

C. Nampa & Meridian Irrigation District



RECEIVED

NOV 21 2024

CITY OF MERIDIAN
CITY CLERKS OFFICE

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

November 18, 2024

Chris Johnson, City Clerk
City of Meridian
33 E. Broadway Avenue, Suite 102
Meridian, ID 83642-2619

RE: H-2024-0055/ Foldesi Reserve; 3915 N. Ten Mile Road

To Whom It May Concern:

Providing all storm drainage is retained on-site there will be no impact to Nampa & Meridian Irrigation District (NMID). Therefore, no further review will be required at this time.

If any surface drainage leaves the site, NMID requires a filed Land Use Change Application for review prior to final platting.

All private laterals and waste ways must be protected. It is recommended that irrigation water be available to all developments within NMID. Developers must comply with Idaho Code 31-3805.

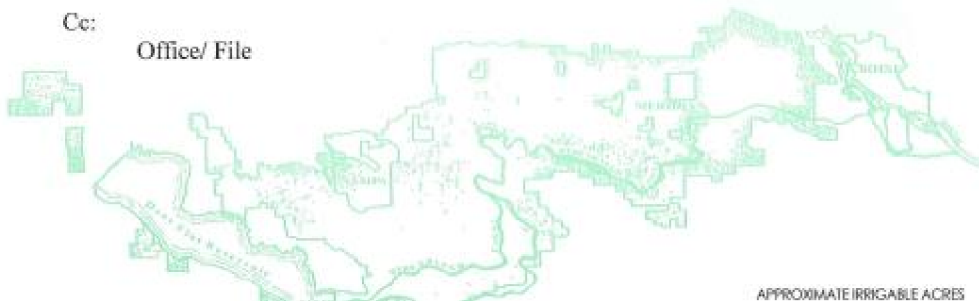
Please call with any further questions at (208) 466-0663.

Sincerely,

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

Cc:

Office/ File



APPROXIMATE IRRIGABLE ACRES

D. Ada County Highway District (ACHD)



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

Date: October 21, 2024

To: Jeff Hatch and Steve Thiessen, Hatch Architecture and Design

Staff Contact: Sam Standal, Assistant Traffic Engineer

Project Description: Foldesi Reserve RA

Trip Generation: This development is estimated to generate 223 vehicle trips per day, 23 vehicle trips 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	

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

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

ACHD Planned Improvements	
IFYWP	X
CIP	X

Livable Street Performance Measures	
Pedestrian	LTS3
Cyclist	LTS3

Is Transit Available?	
Yes	
No	X

Comments: As this application is for annexation and rezone only, the tables above reflect existing conditions without the proposed project. This table will be updated to reflect the development and its impact as part of a future development application.

connecting you to more

FINDINGS

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

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

V.

1. The map amendment complies with the applicable provisions of the comprehensive plan;

The City Council finds the Applicant's proposal to annex 1 acre of land with I-L zoning for the development of 46,005 square feet of industrial buildings is consistent with the General Industrial FLUM designation for this property. (See section III above for more information.)

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

The City Council finds the proposed map amendment to I-L and conceptual development plan generally complies with the purpose statement of the I-L district in that it will encourage industrial uses that are clean, quiet and free of hazardous or objectionable elements and that are operated entirely or almost entirely within enclosed structures and is accessible to an arterial street (i.e. Ten Mile Road).

3. 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 industrial use should be conducted entirely within a structure.

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

The City Council finds City services are available to be provided to this development.

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

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

VI.

ACTION

A. Staff:

Staff recommend approval of the proposed annexation with the requirement of a Development Agreement.

B. Commission:

B. The Meridian Planning & Zoning Commission heard these items on December 5th, 2024. At the public hearing, the Commission moved to recommend approval of the subject annexation request.

1. Summary of Commission public hearing:

- a. In favor: Steve Thiessen and Jeff Hatch
- b. In opposition: None
- c. Commenting: Steve Thiessen and Jeff Hatch
- 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 Commission:
 - a. None
- 4. Commission change(s) to Staff recommendation:
 - a. None
- 5. Outstanding issue(s) for City Council:
 - a. The applicant will no longer pursue storage condos as they do not want to provide secondary access. The building will be used as industrial flex space allowing for any use permitted in the zone.

C. City Council:

The Meridian City Council heard these items on January 7th, 2025. At the public hearing, the Council moved to approve the subject annexation requests.

- 1. Summary of the City Council public hearing:
 - a. In favor: Jeff Hatch and Jared Sherburne
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: Robi Foldesi
 - 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. None
- 4. City Council change(s) to Commission recommendation:
 - a. None

EXHIBITS

A. Project Area Maps

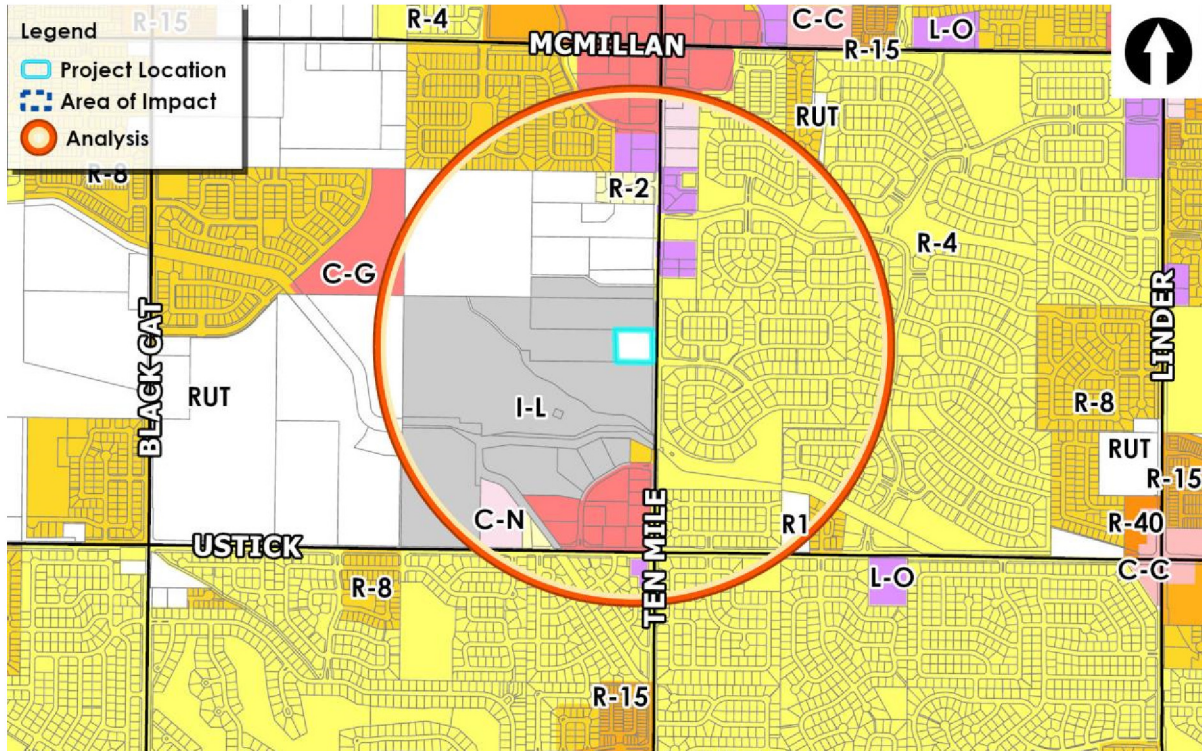
(link to [Project Overview](#))

1. Aerial

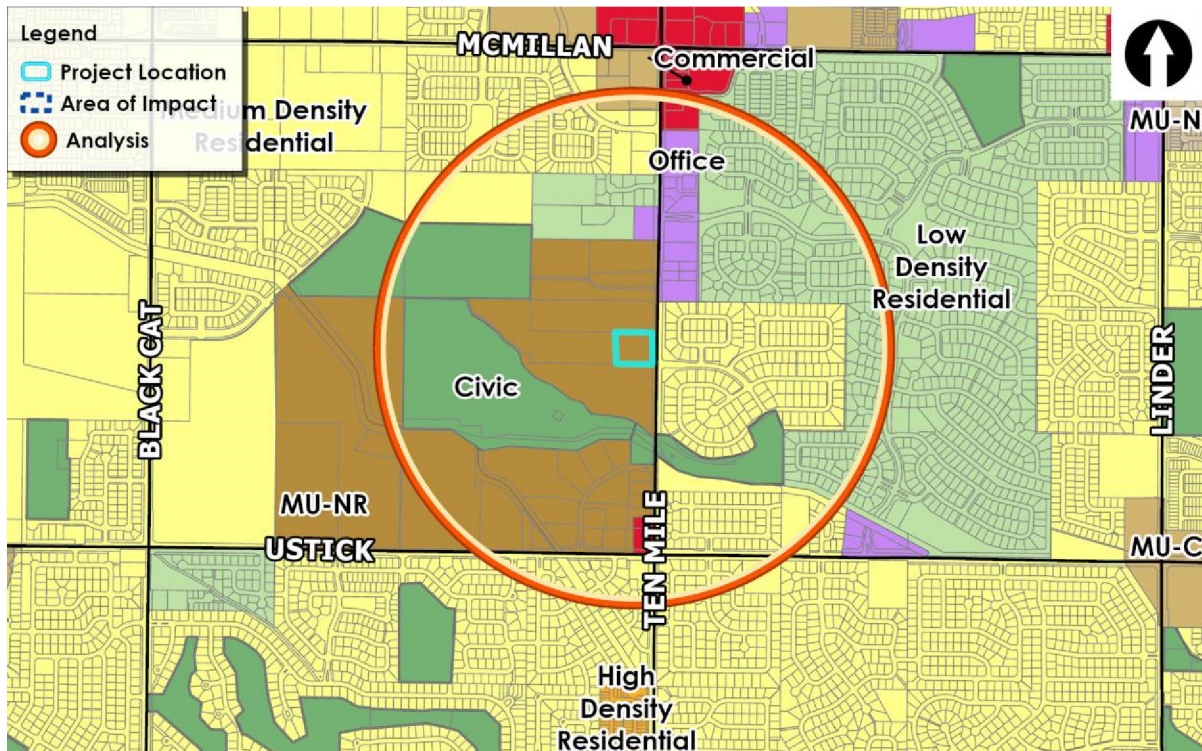
VII.



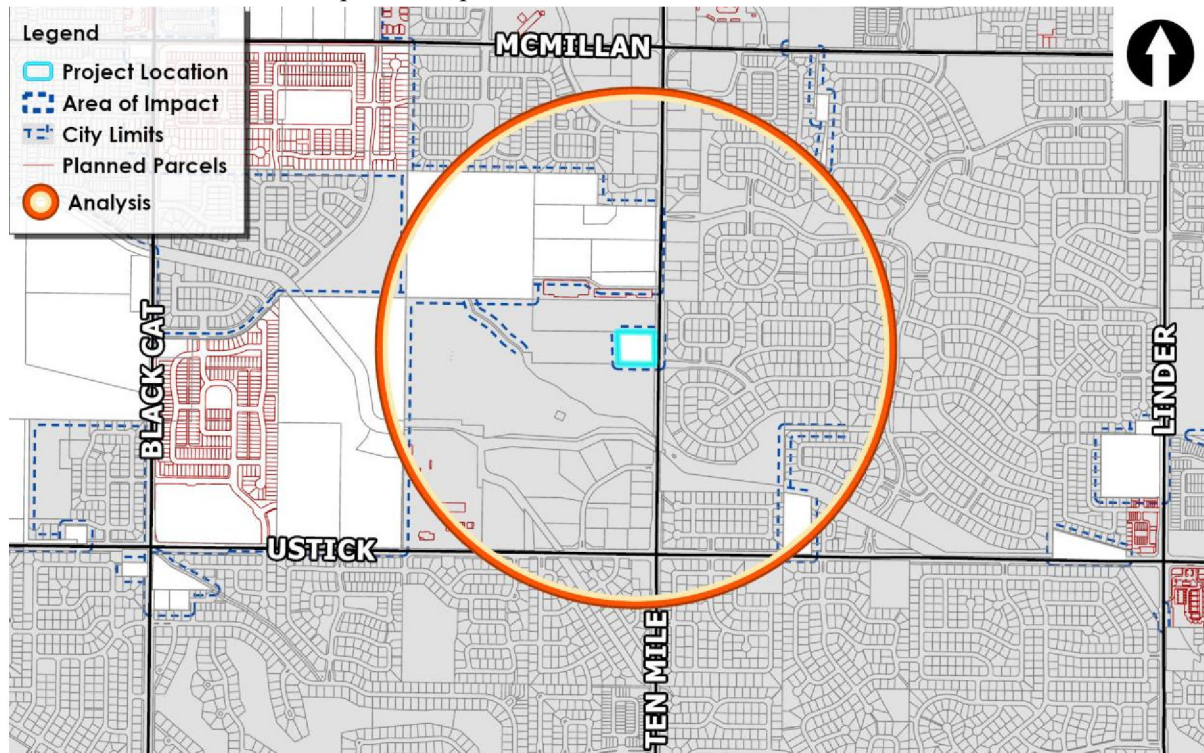
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos

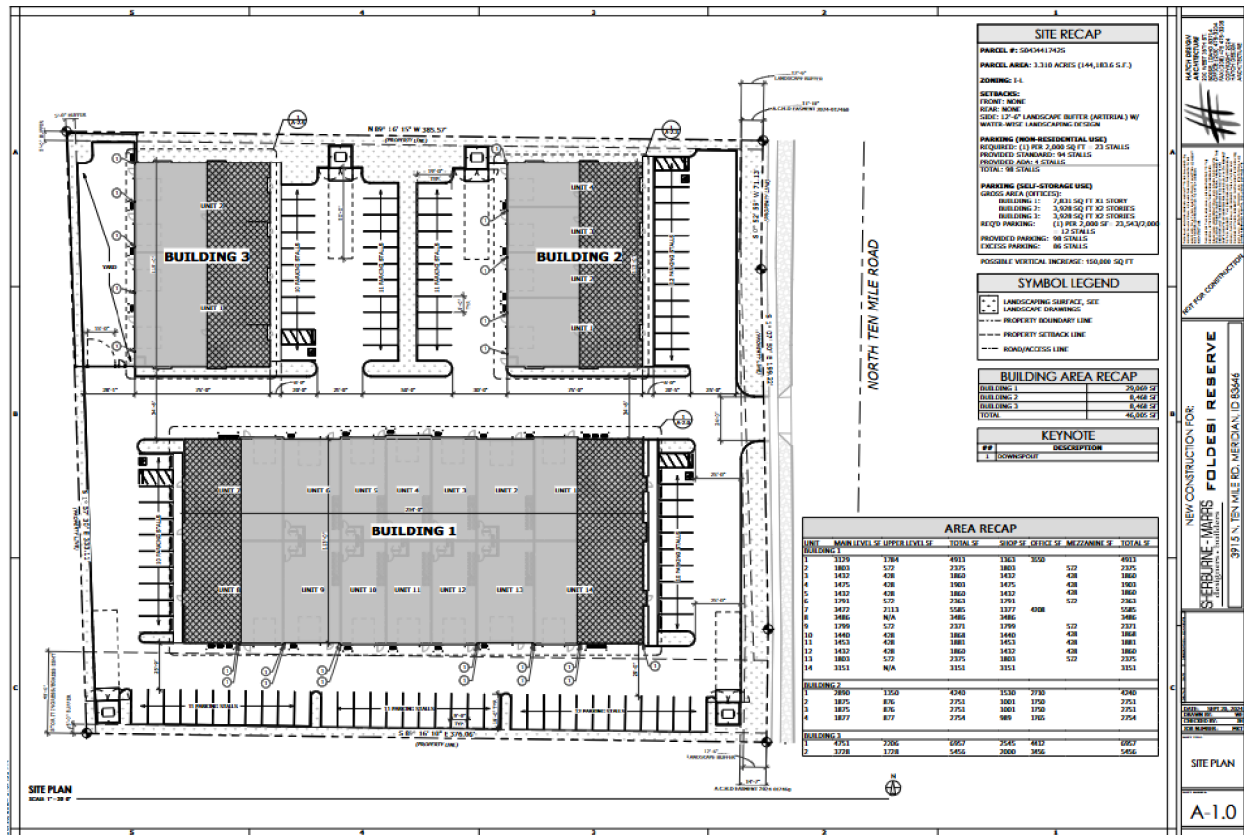


C. Service Accessibility Report

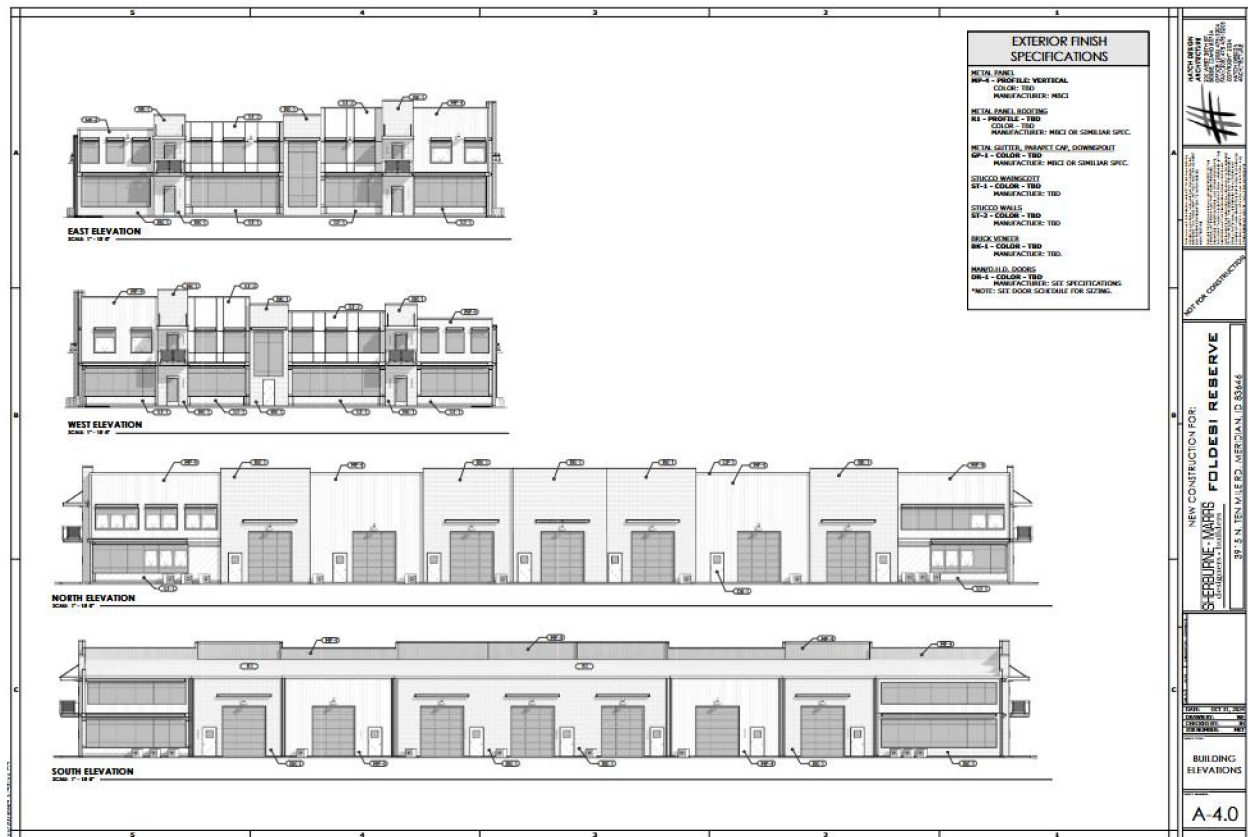
Overall Score: 17	5th Percentile
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Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time > 9 min.	RED
Emergency Services Police	Meets response time goals some of the time	YELLOW
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
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	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

D. Site Plan (date: 9/20/2024)



E. Building Elevations (date: 10/31/2024)





F. Annexation Legal Description & Exhibit Map



Project No: 240333
Date: October 10, 2024
Page 1 of 1

ANNEXATION DESCRIPTION

A parcel of land located in the N1/2 of the SE1/4 of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Section 34; thence, along the east boundary of the SE1/4,

- A) N.00°52'59"E., 1982.83 feet to the south boundary of said N1/2 of the SE1/4 and the **POINT OF BEGINNING**; thence, along said boundary,
- 1) N.89°16'10"W., 425.06 feet; thence, leaving said boundary,
 - 2) N.01°57'30"W., 333.11 feet; thence,
 - 3) S.89°16'15"E., 441.57 feet to said east boundary of the SE1/4; thence, along said boundary,
 - 4) S.00°52'59"W., 332.76 feet to the **POINT OF BEGINNING**.

CONTAINING: 3.31 Acres.



332 N. Broadmore Way | Nampa, ID 83407 | 208.442.6300 | www.ardurra.com

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