

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
 2. **PS Mountain West LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2023, 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, ID, 83642, and **PS Mountain West LLC**, whose address is PO Box 25025, Glendale, CA, 91221, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer 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/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 5.79 acres of land with a request for the I-L 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 annexation and zoning 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 6th day of September, 2022, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and

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

- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation are 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 **PS Mountain West LLC**, whose address is PO Box 25025, Glendale, California, 91221, hereinafter called OWNER/DEVELOPER, the party that owns 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 conceptual development plan, dated August 3, 2022, including an 8-foot tall vinyl fence along the entire northern property boundary and elevations included in Section VII, Unified Development Code standards, design standards in the Architectural Standards Manual and the provisions contained herein.
 - b. Prior to recordation of the annexation ordinance, the applicant shall complete a property boundary adjustment between the subject property and the city-owned parcel S0434131201 reconfiguring access as reflected on the attached concept plan, including providing all of the surveying, legal descriptions and records of survey necessary for both properties. These documents shall be provided within 6 months of Council approval of the annexation.
 - c. The northern and eastern building elevations and west elevation of Building B shall incorporate at least one material change or color variation every 50-horizontal feet of building façade; a minimum of two field materials, at least one accent material or color, and at intervals of no less than 50 feet either horizontal modulation of at least 6 inches in depth and 8 inches in height, OR at least one-foot change in variation in roof plane (or a combination of both).
 - d. The existing driveway access from 4065. N. Ten Mile shall be closed.
 - e. The existing single-family home and associated outbuildings shall be removed prior to CZC submittal.
 - f. Applicant shall construct a new 20-foot-wide access road from N. Ten Mile Rd. across the land the City is acquiring from the applicant (north side of the proposed buildings).
 - g. The new access road shall be constructed of a minimum of 10 inches of $\frac{3}{4}$ minus compacted gravel or 8" of compacted pit run gravel covered by 4" inches of $\frac{3}{4}$ minus compacted gravel for approximately 1,350 feet.
 - h. The existing City parcel access road shall remain accessible and usable until the new road is complete and ready for use.

- i. The north and south sides of the new access road shall be fenced and a 16-foot powder coated steel farm gate must be installed near the entrance to Ten Mile Road. Offset the gate 50 feet from the Ten Mile Road right-of-way. Applicant shall comply with ACHD's requirements for this new access.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning or it is 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 re-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, ID 83642

with copy to:
City Attorney
City of Meridian
33 E. Broadway Ave.
Meridian, ID 83642

OWNER/DEVELOPER:
PS Mountain West LLC
PO Box 25025
Glendale, CA 91221

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/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner/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. **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.

21. **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.

21.1 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.

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

[end of text; acknowledgments, 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:

PS Mountain West LLC

By: *Sharon Linder*
Sharon Linder, Vice Pres.

STATE OF _____)

: ss:

County of _____)

On this 15 day of April , 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Sharon Linder , known or identified to me to be the Vice President of **PS Mountain West LLC**, and the person who signed above and acknowledged to me that they executed the same on behalf of said Company.

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

(SEAL)

Notary Public

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } S.S.

On March 1, 2023 before me, Sarah You, a Notary Public in and for said County and State, personally appeared, Sharon Linder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 



(Notary Seal)

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

Notary Public
Commission expires: _____

EXHIBIT A



LEGAL DESCRIPTION

Wednesday, March 15, 2023

Project No.: 21-226-2

OVERALL ANNEXATION AND ZONING BOUNDARY

A parcel of land situated in a portion of the Northeast Quarter of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County Idaho, more particularly described as:

COMMENCING at the East Quarter Corner of said Section 34, marked by an aluminum cap monument; said point being the POINT OF BEGINNING;

thence North 89°16'49" West 1323.76 feet along the quarter section line of said Section 34 to the Center 1/16th/ corner of Section 34 marked by a 5/8" rebar and cap;

thence North 0°48'05" East 212.59 feet along said section line;

thence South 89°10'51" East 554.91 feet;

thence south 58°37'30" East 174.31 feet;

thence South 89°18'22" East 618.94 feet to the Section Line;

thence South 0°52'50" West 123.02 feet along said Section Line to the Point of Beginning.

Parcel Contains 218,836 Sq. Ft. or 5.023 Acres

Prepared By: Nathan B Weber, PLS

Diamond Land Surveying | www.diamondlandsurveying.com

EXHIBIT B

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



In the Matter of the Request for Annexation of 5.79 Acres of Land from RUT in Ada County to the I-L Zoning District, by Kimley-Horn.

Case No(s). H-2022-0016

For the City Council Hearing Date of: August 23, 2022 (Findings on September 6, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of August 23, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of August 23, 2022, 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 development agreement provisions set forth in the attached Staff Report for the hearing date of August 23, 2022, incorporated by reference. The provisions

are concluded to be reasonable and the applicant shall meet such requirements in accord with the 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 development agreement provisions in the Staff Report for the hearing date of August 23, 2022, 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 August 23, 2022

By action of the City Council at its regular meeting held on the 6th day of September, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED _____

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER TREG BERNT VOTED AYE

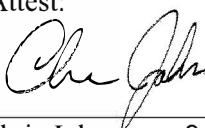
COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)



Mayor Robert E. Simison 9-6-2022

Attest:



Chris Johnson 9-6-2022
City Clerk



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

By:  Dated: 9-6-2022

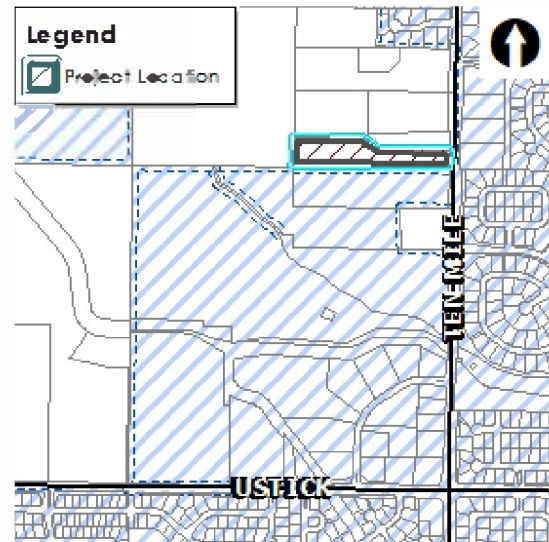
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 8/23/2022
TO: Mayor & City Council
FROM: Alan Tiefenbach, Associate Planner
208-884-5533
SUBJECT: AZ H-2022-0016
Ten Mile Public Storage
LOCATION: 4065 N. Ten Mile Rd



I. PROJECT DESCRIPTION

Annexation of 5.79 acres of land with the I-L zone district to allow expansion of existing self-storage facility for an additional two self-storage buildings. Submittal and approval of a Property Boundary Adjustment to reconfigure the subject parcel with an adjacent City-owned access lot is a condition of approval of this application.

II. SUMMARY OF REPORT

A. Project Summary

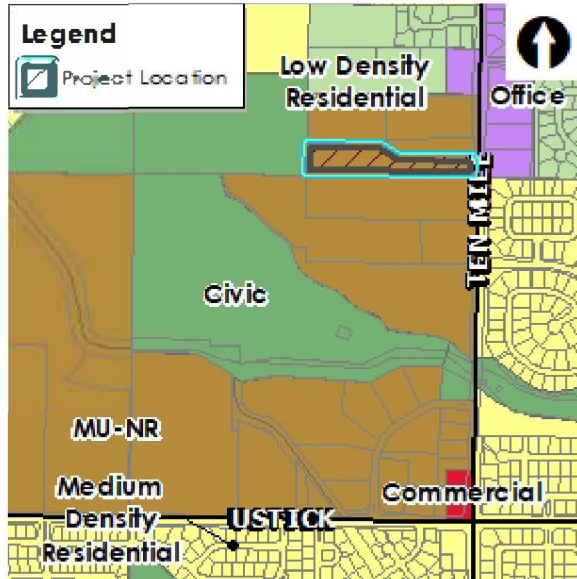
Description	Details	Page
Acreage	5.79 acres	
Future Land Use Designation	Mixed Use Non-Residential (MU-NR)	
Existing Land Use(s)	Rural Single Family	
Proposed Land Use(s)	Light Industrial (self-storage)	
Lots (# and type; bldg./common)	1 parcel, 2 buildings	
Phasing Plan (# of phases)	One phase	
Physical Features (waterways, hazards, flood plain, hillside)	There is an existing irrigation ditch along the southern property line. This will be piped.	
Neighborhood meeting date; # of attendees:	February 16, 2022, 3 attendees	
History (previous approvals)	None, however, H-2016-0114, A-2017-0185 (Annexation and CZC for existing self-storage to the south, of which the present proposal will be a part).	

B. Community Metrics

Description	Details	Page
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Existing driveway to N. Ten Mile Rd (arterial); proposed to use existing driveway to the south after parcel reconfiguration	
Stub Street/Interconnectivity/Cross Access	This proposal includes reconfiguration of a City driveway from the south to the north to provide connectivity to western and northern properties.	
Existing Road Network	N. Ten Mile Road	
Existing Arterial Sidewalks / Buffers	There is an existing sidewalk in front of the subject parcel. There is a landscape buffer and detached 5 ft. wide sidewalk along the frontage of the existing self-storage at 3959 N. Ten Mile Rd to the south. This buffer will be continued along the frontage of the subject property.	
Proposed Road Improvements	None. There will be a new 20 ft. wide gravel road access on the northern portion of the current parcel that will be deeded to the City if the application is approved.	
Fire Service		
	No Issues	
Police Service		
	No Issues	
Wastewater		
	• Max distance between manholes is 400'. • Sewer must be run at minimum slope of 0.4% • Flow is committed	
Water		
	• Provide two valves at connection to existing water main in Ten Mile. • Provide 20' easement up to hydrant and extend 10' beyond hydrant. • Blow-off Valve to the north should be standard drawing W13. • Call out removal of blow-off valve at connection to the south.	

C. Project Area Maps

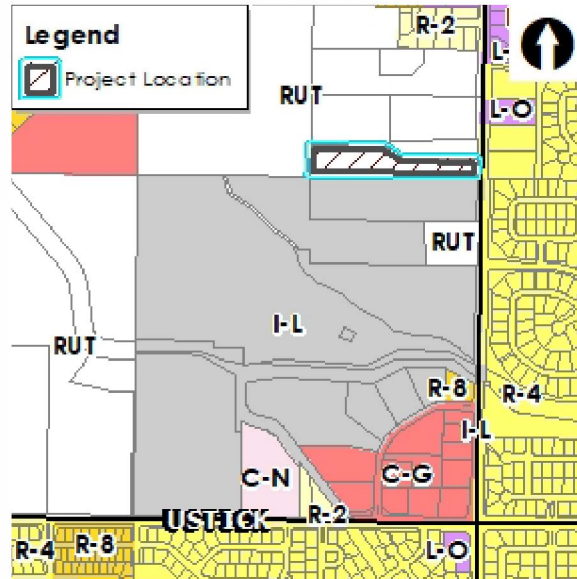
Future Land Use Map



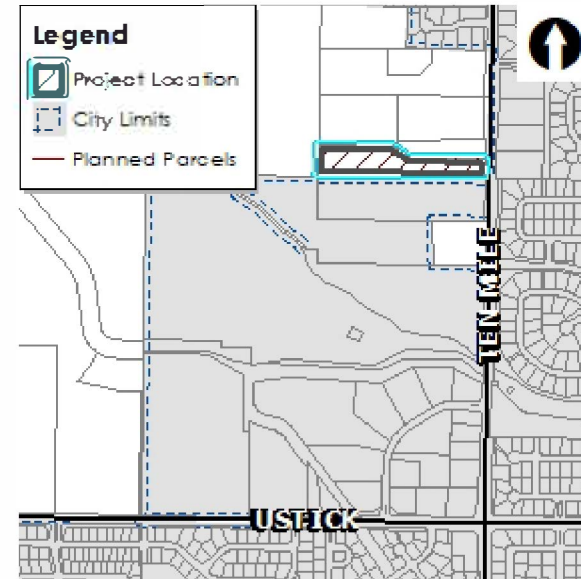
Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant(s):

Nicolette Womack, Kimley-Horn – 950 W. Bannock St, Boise, ID 83702

City of Meridian – 33 E. Broadway Ave, Meridian, ID 83642

B. Representative

Nicolette Womack, Kimley-Horn – 950 W. Bannock St, Boise, ID 83702

C. Owners

PS Mountain West LLC – PO Box 25025, Glendale, CA 91221

City of Meridian – 33 E. Broadway Ave, Meridian, ID 83642

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Notification published in newspaper	6/28/2022	8/7/2022
Notification mailed to property owners within 500'	6/30/2022	8/4/2022
Applicant posted public hearing notice sign on site	7/7/2022	8/8/2022
Nextdoor posting	6/30/2022	8/3/2022

V. STAFF ANALYSIS

This is a proposal to annex 5.79 acres of land with the I-L zone district to allow expansion of existing self-storage facility for two additional two self-storage buildings.

The subject property is an elongated parcel presently containing a rural single-family residence. It is north of an existing self-storage facility zoned I-L which is already in the City (Citadel 4 Storage Ten Mile, H-2016-0114, CZC A-2016-0129). Between the existing self-storage facility and the subject property is a narrow strip of land which is a portion of a 41-acre parcel (a “flag lot”) owned by the City of Meridian. This “flagpole” serves as an access from N. Ten Mile Rd to the rest of the City parcel, the City wastewater treatment plant (on a separate property) and a privately-owned property at 4018 W. Ustick Rd. The applicant is proposing to reconfigure the parcel lines so the City’s flagpole portion of the parcel is not between the storage complex, but instead is on the north.

In September of 2021, the applicant requested a pre-application meeting with the City to discuss expanding the existing self-storage facility into the subject property to construct two additional buildings (both properties are under the same ownership). However, as already mentioned, the access portion of a city-owned flag parcel is located between these two properties (see Access Reconfiguration Exhibit). After a series of meetings, the City and the applicant decided the best solution was to reconfigure this access through a property boundary adjustment as a condition of approval. This would reconfigure the properties to shift the “flagpole” portion of the City’s property from the southern property line to the northern property line (flipping the flagpole lot vertically). This is described in detail in the access section.

A. Annexation and Zoning

The applicant proposes to annex a 5.79 acre property with the I-L zoning district in order to expand an existing self-storage facility. As discussed below, this use is consistent with the MU-NR designation indicated in the Future Land Use Map.

The City may require a development agreement (DA) in conjunction with an annexation and rezone pursuant to Idaho Code section 67-6511A. In order to ensure the site develops as proposed with this application, Staff recommends a new DA that encompasses the land proposed to be annexed and zoned with the provisions included in Section VIII.A1. The DA is required to be signed by the property owner(s)/developer and returned to the City within 6 months of the Council granting the rezone and annexation approval.

B. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

The Future Land Use Map designates this property for Mixed Use Non-Residential (MU-NR). The purpose of this designation is to designate areas where new residential dwellings will not be permitted, as residential uses are not compatible with the planned and/or existing uses in these areas. For example, MU-NR areas are used near the City's Wastewater Resource Recovery Facility and where there are heavy industrial or other hazardous operations that need to be buffered from residential. Uses appropriate in MU-NR areas would include employment centers, professional offices, flex buildings, warehousing, industry, storage facilities and retail, and other appropriate non-residential uses. Specific items to be considered in MU-NR include no new residential uses, at least two different types of land uses and preference for transitional uses on the perimeter between MU-NR areas and planned residential development.

The subject property is within a much larger area designated for MU-NR. The present proposal is for a small expansion to an existing self-storage facility. As listed above, storage facilities are indicated as one of the appropriate uses within the MU-NR designation. Although storage is the only existing and proposed use within this MU-NR area at the present, one of the reasons staff and the applicant worked together on a land reconfiguration to shift access was to set up connectivity for future annexation and redevelopment of the unincorporated properties to the north in the future. Also, this relocated access will provide a transition to the residences to the north. Self-storage between a wastewater treatment facility and existing residential is an appropriate use in this area.

C. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

The applicable Comprehensive Plan policies are cited below with Staff analysis in italics.

- Encourage infill development. (3.03.01E)

The development would allow expansion of an existing self-storage facility to the south, although this is not technically "infill."

- Evaluate the feasibility of annexing existing county enclaves and discourage the creation of additional enclaves. (3.03.03I)

The subject property is within a larger enclave area. The proposal would be consistent with this policy.

- Plan for connectivity between annexed parcels and county enclaves that may develop at a higher intensity. (3.03.04A)
-

Part of this annexation proposal will include a property boundary adjustment to shift a City-owned access portion of a 40-acre flag portion from between two lots owned by the applicant to the north side of the subject lot, adjacent to unincorporated enclave properties. This access may provide additional connectivity to parcels in this area when they annex and develop in the future.

- Plan for and allow land uses surrounding the Wastewater Resource Recovery Facility that reduce human exposure to odors. (4.10.01A)

This project would allow the expansion of an existing self-storage facility which is directly adjacent to the wastewater resource recovery facility. There is existing single family residential within a County enclave adjacent and to the north of the subject property. The proposed self-storage expansion would be an appropriate transitional use between the treatment facility and the existing residential or if these remaining properties build out as MU-NR development in the future.

Staff finds this development to be generally consistent with the Comprehensive Plan.

D. Existing Structures/Site Improvements:

There is presently a rural residence on the subject site. Any and all structures and debris are proposed to be removed upon development of this project.

E. Proposed Use Analysis:

The proposed use is self-storage adjacent to existing self-storage with a zoning to I-L. This use is a permitted use in the requested I-L zoning district per UDC Table 11-2C-2.

F. Dimensional Standards (UDC 11-2):

Per the dimensional standards of the I-L zoning district, the 35 ft. building street setback would be met, a 25 ft. arterial buffer is shown, and the buildings are well within the 50 ft height limit. An earlier site configuration placed the proposed storage buildings directly adjacent to a residential property. With the revised property configuration putting the 25 ft wide City owned flag/access to the north, this development would no longer be directly adjacent to residential. Therefore, the 25 ft. wide landscape buffer would not be required. However, as will be mentioned in the landscaping section below, due to the proximity to the existing residential and potential visibility of this development at present and in the future, staff is recommending a reduced landscape buffer that meets the parking lot perimeter buffer standards.

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

Specific use standards for self-service storage facilities include a minimum of 25 ft. between structures, the facility being completely fenced, walled or screened, and the facility having a secondary means of access for emergency purposes.

The concept plan reflects the two buildings are more than 25 ft apart, it is shown to be completely walled, and the development is an expansion to an existing self-storage which already has two points of access.

H. Building Elevations (UDC 11-3A-19 | Architectural Standards Manual):

The applicant submitted proposed elevations of the two new buildings. The elevations reflect featureless buildings comprised of CMU and metal paneling. This is consistent with the architectural style of the existing facility to the south. However, staff does have concerns with the visibility of the north and east elevations and how they will set a design standard if the properties to the north were to annex and develop. **As a condition of approval, staff recommends the northern and eastern elevations incorporate at least one material change or color variation every 50-horizontal feet of building façade; a minimum of two field materials, at least one accent material or color, and at intervals of no less than 50 feet either horizontal modulation of at least 6 inches in depth and 8 inches in height, OR at least one-foot change in variation in roof plane (or a combination of both).** As mentioned in the landscape section, staff is also recommending a reduced landscape buffer along the northern elevation.

I. Access (UDC 11-3A-3, 11-3H-4):

The subject lot contains an existing single-family residence which takes access from N. Ten Mile Rd. via a private driveway. This access would be closed as a condition of approval, and site access would be reconfigured to share the access drive for the existing self-storage to the south.

As already mentioned, there is a 25 ft. wide strip of land between the existing self-storage development and the subject property which is part of a larger property owned by the City. The applicant and the City have coordinated and propose reconfiguring the properties in a property boundary adjustment which would result in the access portion of the City's parcel being shifted from the subject property's southern to northern property line (please refer to the access reconfiguration exhibit). This would allow merging the subject property with the existing self-storage in a cohesive development, would preserve access for the City's properties to the west, and would provide access to the properties still in unincorporated Ada County to the north if and when they develop and annex into the City.

Both the subject property and the adjacent City owned property are presently in unincorporated Ada County. Although the 5.97-acre subject property proposes to annex, the 41-acre City-owned property is not planned for annexation at this time. A property boundary adjustment cannot adjust property lines between one property in the City and one property in the County. **Therefore, as a condition of approval, staff is recommending that prior to recordation of the annexation ordinance, the applicant complete the property boundary adjustment, including providing all of the surveying, legal descriptions and records of survey necessary to complete the property boundary adjustment for both properties. This all needs to be completed within 6 months of Council approval.**

J. Parking (UDC 11-3C):

UDC 11-3C-6 requires one (1) parking space for every five hundred (500) square feet of gross floor area, except for self-service storage facilities which shall only require parking based on the gross floor area of any office space.

The office for this facility is already located at the existing self-storage to the south so additional parking is not required for the two new buildings. However, the concept plan reflects 34 additional parking spaces in and around the proposed expansion. Staff will confirm compliance with these standards at the time of certificate of zoning compliance.

K. Sidewalks/Parkways (*UDC 11-3A-17*):

A 5-foot wide sidewalk and landscape buffer is already installed along the frontage of the existing facility to the south. The submitted concept plan shows these frontage improvements continued along the subject property. A landscape plan will be required as part of the CZC and will be reviewed against the requirements of UDC 11-3A-3 and UDC 11-3B.

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

The applicant has not submitted a landscape plan with this annexation request, although the concept plan does reflect the required 25 ft. wide landscape buffer along N. Ten Mile Rd. A 25 ft. wide residential buffer is typically required when a self-storage facility abuts a residential use. As this project contemplates a property boundary adjustment with the City of Meridian to shift a 25 ft. wide strip of land used for access from the south to the north of the project site, the self-storage would abut the City-owned property, not residential, and therefore the project would be exempt from this requirement. However, the northern elevation will be very visible to properties at the north, and staff does anticipate future annexation and development in this area (which is one of the reasons staff suggested moving the access road to this side). **Staff recommends the development incorporate a 5 ft. wide landscape buffer along the northern elevation which meets the parking lot perimeter landscaping requirements of 11-3B-8.** Staff is also recommending a minimum in the quality of architecture as well in this area, as was discussed above. These two changes together, landscaping and building façade modifications, assist with both the aesthetic and functional impacts to nearby properties.

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

The concept plan indicates a combination of buildings and fencing to enclose the proposed expansion. All fencing is required to comply with the standards listed in UDC 11-3A-7.

N. Legal Description

The submitted legal description includes property that is currently owned by the City as well as lands that will be acquired by the City. **Prior to the annexation ordinance approval, a revised legal description shall be submitted that only includes lands that will be privately held; the City's parcel, including the new "flagpole" access to the north should not be a part.**

VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation and zoning with the requirement of a Development Agreement and the provisions noted in Section VII.A per the findings in Section IX of this staff report.

B. The Meridian Planning & Zoning Commission heard this item on July 21, 2022. At the public hearing, the Commission moved to approve the subject annexation request.

1. Summary of the Commission public hearing:

- a. In favor: Aaron Anderson
- b. In opposition: None
- c. Commenting: Aaron Anderson
- d. Written testimony: None
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Neighbors had questions regarding drainage, access and setbacks.
-

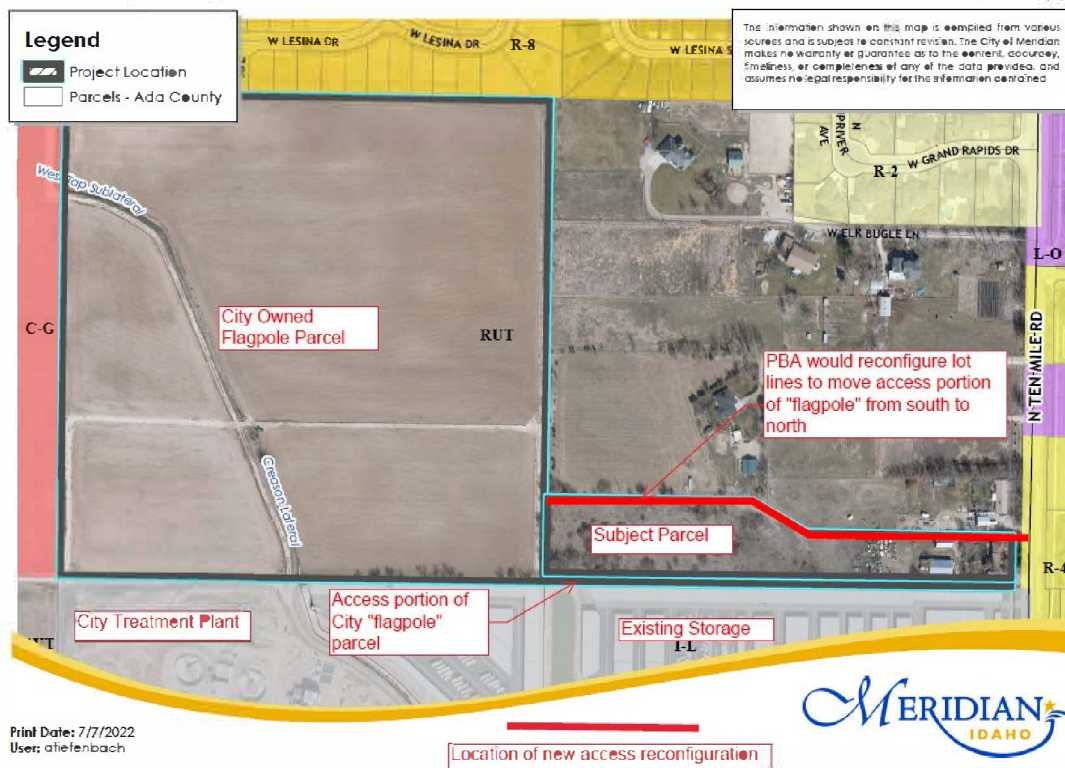
3. Key issue(s) of discussion by Commission:
 - a. Council discussed the landscape strip staff recommended along the north, and whether architectural requirements could be carried around to the west side of Building B.
4. Commission change(s) to Staff recommendation:
 - a. Removed staff's condition for landscaping along the northern property line and added the west side of Building B to the architectural requirements listed in Condition 1.d.

C. The Meridian City Council heard this item on August 23, 2022. At the public hearing, the Council voted to approve the subject AZ request.

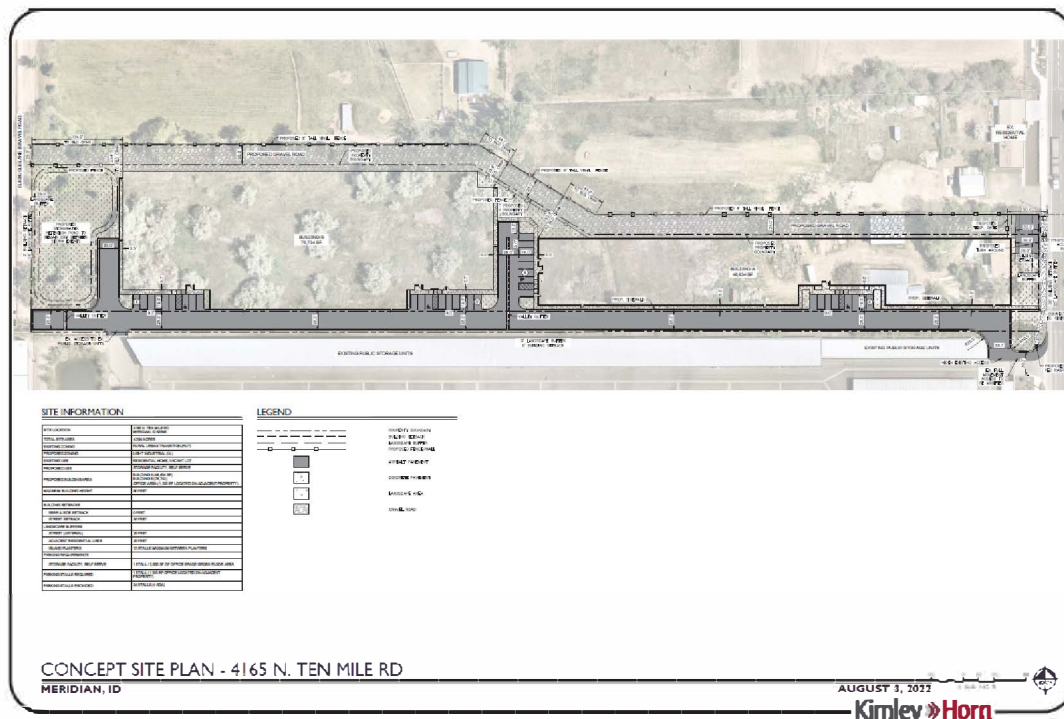
1. Summary of the City Council public hearing:
 - a. In favor: Aaron Anderson and Larry Bowman
 - b. In opposition: None
 - c. Commenting: Nicolette Womack
 - d. Written testimony: Kathy and Andrew Griffard
 - e. Staff presenting application: Caleb Hood
 - f. Other Staff commenting on application: Warren Stewart
 2. Key issue(s) of public testimony:
 - a. None
 3. Key issue(s) of discussion by City Council:
 - a. Landscaping along the north boundary.
 4. City Council change(s) to Commission recommendation:
 - a. None
-
-

VII. EXHIBITS

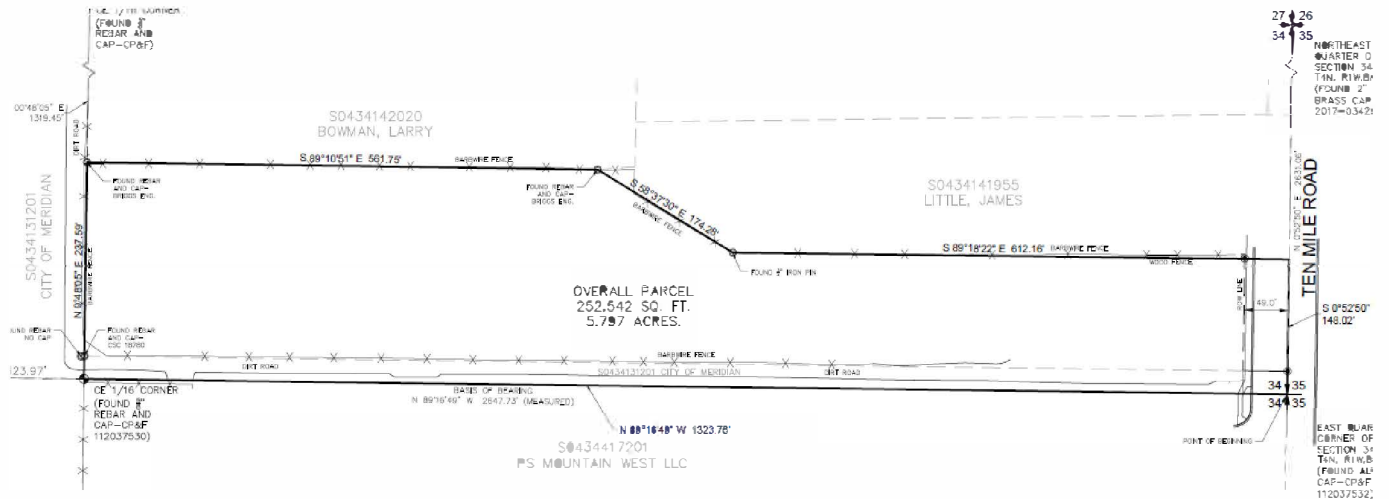
A. Access Configuration Exhibit (date: 7/7/2022)



B. Proposed Concept Plan (date: 8/3/2022)



- C. Legal Exhibit and Description (date: 6/24/2022) – Prior to annexation ordinance approval, the legal description and exhibit will need to be revised to reflect property boundary adjustment.



DIAMOND LAND SURVEYING



OVERALL BOUDNARY DESCRIPTION

A parcel of land situated in a portion of the Northeast Quarter of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County Idaho, more particularly described as:

COMMENCING at the East Quarter Corner of said Section 34, marked by an aluminum cap monument; said point being the POINT OF BEGINNING;

thence North 89°16'49" West 1323.76 feet along the quarter section line of said Section 34 to the Center 1/16th corner of Section 34 marked by a 5/8" rebar and cap;

thence North 0°48'05" East 237.59 feet along said section line to a rebar and cap marked "Briggs Engineering";

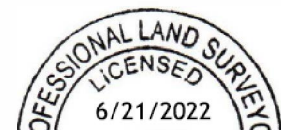
thence South 89°10'51" East 561.75 feet to a feet to a rebar and cap marked "Briggs Engineering";

thence South 58°37'30" East 174.28 feet to a 1/2" iron pin;

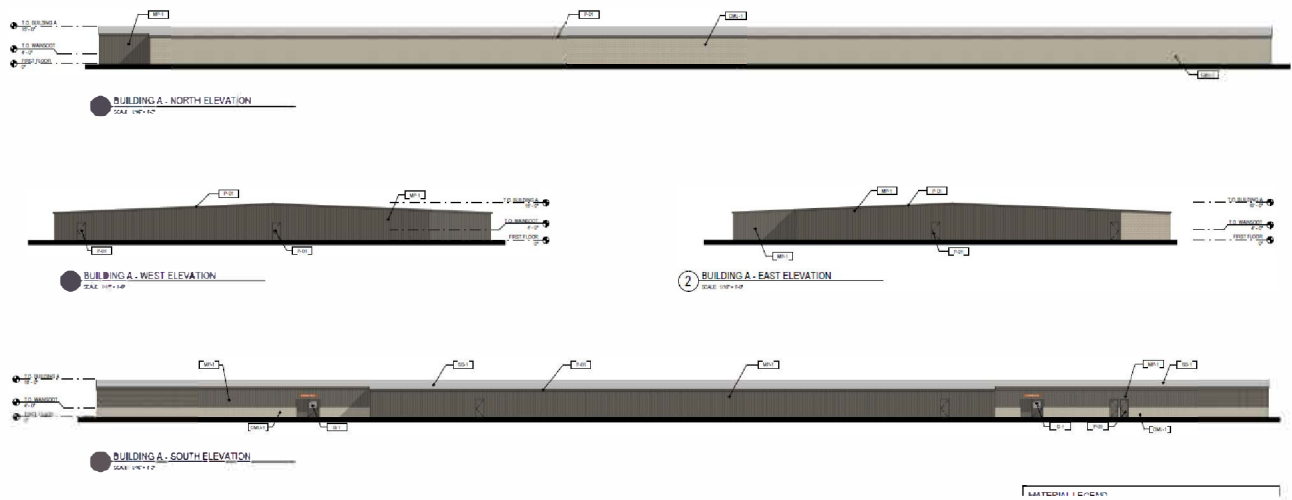
thence South 89°18'22" East 612.16 feet to the Section line;

thence South 00°52'50" West 148.02 feet along said Section line to the point of beginning.

Parcel contains 252,542 sq. ft. 5.797 acres.



D. Building Elevations (date: 3/2/2022)



VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING

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 and the property owner(s) at the time of annexation ordinance adoption, and the developer.

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

- a. Future development of this site shall be generally consistent with the conceptual development plan, dated August 3, 2022, including an 8-foot tall vinyl fence along the entire northern property boundary and elevations included in Section VII, Unified Development Code standards, design standards in the Architectural Standards Manual and the provisions contained herein.
 - b. Prior to recordation of the annexation ordinance, the applicant shall complete a property boundary adjustment between the subject property and the city-owned parcel S0434131201 reconfiguring access as reflected on the attached concept plan, including providing all of the surveying, legal descriptions and records of survey necessary for both properties. These documents shall be provided within 6 months of Council approval of the annexation.
 - c. ~~Development shall incorporate a minimum 5-ft. wide landscape buffer along the northern property line.~~
 - d. The northern and eastern building elevations **and west elevation of Building B** shall incorporate at least one material change or color variation every 50-horizontal feet of building façade; a minimum of two field materials, at least one accent material or color, and at intervals of no less than 50 feet either horizontal modulation of at least 6 inches in depth and 8 inches in height, OR at least one-foot change in variation in roof plane (or a combination of both).
 - e. The existing driveway access from 4065. N. Ten Mile shall be closed.
 - f. The existing single-family home and associated outbuildings shall be removed prior to CZC submittal.
 - g. Applicant shall construct a new 20-foot-wide access road from N. Ten Mile Rd. across the land the City is acquiring from the applicant (north side of the proposed buildings).
 - h. The new access road shall be constructed of a minimum of 10 inches of $\frac{3}{4}$ minus compacted gravel or 8" of compacted pit run gravel covered by 4" inches of $\frac{3}{4}$ minus compacted gravel for approximately 1,350 feet.
 - i. The existing City parcel access road shall remain accessible and usable until the new road is complete and ready for use.
 - j. The north and south sides of the new access road shall be fenced and a 16-foot powder coated steel farm gate must be installed near the entrance to Ten Mile Road. Offset the gate 50 feet from the Ten Mile Road right-of-way. Applicant shall comply with ACHD's requirements for this new access.
2. The applicant shall construct all proposed fencing and/or any fencing required by the UDC, consistent with the standards as set forth in UDC 11-3A-7 and 11-3A-6B, as applicable.
-

3. The applicant shall comply with all provisions of 11-3A-3 with regard to access to streets.
4. The development shall comply with standards and installation for landscaping as set forth in UDC 11-3B-5 and maintenance thereof as set forth in UDC 11-3B-13.
5. The Applicant shall comply with the specific use standards listed in UDC 11-4-3-33 – Self-Service Storage Facility.
6. Outdoor lighting shall comply with the standards listed in UDC 11-3A-11. Lighting details shall be submitted with the Certificate of Zoning Compliance (CZC) application that demonstrate compliance with these standards.
7. A Certificate of Zoning Compliance (CZC) application is required to be submitted to the Planning Division and approved prior to submittal of a building permit application.
8. The Applicant shall comply with all conditions of ACHD.

B. PUBLIC WORKS

1. Max distance between sanitary sewer manholes is 400'.
2. Sewer must be run at minimum slope of 0.4%
3. Flow is committed
4. Provide two valves at connection to existing water main in Ten Mile.
5. Provide 20' easement up to hydrant and extend 10' beyond hydrant.
6. Blow-off Valve to the north should be standard drawing W13.
7. Call out removal of blow-off valve at connection to the south.
8. Streetlights are existing for this project.

C. ADA COUNTY HIGHWAY DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=265047&dbid=0&repo=MeridianCity>
y

D. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=261235&dbid=0&repo=MeridianCity>
y

E. NMID

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=263374&dbid=0&repo=MeridianCity>
y

IX. FINDINGS

A. ANNEXATION AND ZONING (UDC 11-5B-3E)

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

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

The annexation of the subject site with an I-L zoning designation is consistent with the Comprehensive Plan MU-NR FLUM designation for this property, if the Applicant complies with the provisions in Section VIII.

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

The proposed land use and concept plan for self-storage is consistent with the regulations as all setbacks, landscaping and use limitations are met.

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

The proposed zoning map amendment should not be detrimental to the public health, safety, or welfare. The Council considered all oral and written testimony provided when determining this finding.

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 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

As the FLUM designates this area for Mixed Use Non-Residential, which lists storage as a sample use, the proposed annexation is in the best interest of the City if the property is developed in accord with the development agreement provisions in Section VIII.