

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Ten Mile Storage Condos LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 29 day of September, 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 **Ten Mile Storage Condos LLC**, whose address is 6554 N. Fox Run Avenue, Meridian, Idaho 83646, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A," which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the "**Property**"; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 5.545 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 16th day of September, 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 **Ten Mile Storage Condos LLC**, whose address is 6554 N. Fox Run Avenue, Meridian, Idaho 83646, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit "A" describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

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

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
- a. Future development of this site shall be generally consistent with the concept plan, landscape plan, and conceptual building elevations included in Section VII.D 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, 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 point being removed shall be replaced with curb, gutter, sidewalk, and landscaping in compliance with the UDC.
 - g. The multi-tenant industrial building will be allowed to develop with all the uses listed in UDC 11-2C-2, with the further restriction of Storage Facility, Self-Service and Storage Facility, Outdoor.
 - h. Provide proof of Doc Lane being an approved private street from the county or apply for a private street application with the City prior to issuance of the certificate of zoning compliance.
 - i. Comply with the specific use standards for a Self-Service Storage Facility and for all prospective uses going into the multi-tenant industrial building in UDC 11-4-3.

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:
Ten Mile Storage Condos LLC
6554 N. Fox Run Avenue
Meridian, Idaho 83646

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

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

jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement 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:

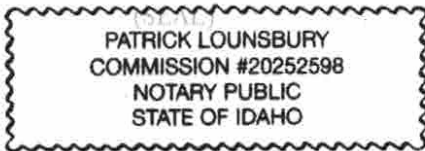
Ten Mile Storage Condos LLC


By (printed name): Christopher Adler
Its (title): Owner

State of Idaho)
: ss:
County of Ada)

On this 2nd day of September, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher Adler, known or identified to me to be the OWNER of **Ten Mile Storage Condos 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: 6/30/31

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: _____



EXHIBIT A

ELEVATED LAND SURVEYING

3534 Apolena Ave. Idaho Falls, Idaho 83401

spencerm@elevatedlandsurveys.com 435-633-3012

ANNEXATION BOUNDARY

A parcel of land located in the Southeast Quarter 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 follows:

BEGINNING at the East Quarter corner of said Section 34; thence along the section line North $00^{\circ} 52' 43''$ East 307.01 feet to the **TRUE POINT OF BEGINNING**;

Running thence South $89^{\circ} 17' 38''$ West 721.17 feet to a found 5/8" iron rod and no cap;

Thence North $00^{\circ} 51' 19''$ East 344.11 feet to a found 5/8" iron rod and cap marked pls 4998;

Thence South $89^{\circ} 16' 00''$ East 721.03 feet to said section line;

Thence along said section line South $00^{\circ} 52' 43''$ West 325.99 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 5.545 acres



ANNEXATION EXHIBIT SKETCH
CITY OF MERIDIAN

LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4
NORTH, RANGE 1 WEST, BOISE MERIDIAN ,
ADA COUNTY, IDAHO

FOUND ALUMINUM CAP MARKED
PLS 18780 2020 MARKING THE
NORTH SIXTEENTH CORNER OF
SEC. 34, T4N, R1W, B.M.
CP&F NO. 2020162067



SCALE: 1" = 80'
0 80 160

ADA COUNTY REFERENCE

RS1 - RECORD OF SURVEY - ROS NO. 2024
RS2 - RECORD OF SURVEY - ROS NO. 12740
RS3 - RECORD OF SURVEY - ROS NO. 9814
RS4 - RECORD OF SURVEY - ROS NO. 13861



ANNEXATION BOUNDARY
241,557 SQ FT
5.545 AC

APN: S0434142006
OWNER: ELIZABETH A VORBECK
4255 N TEN MILE ROAD

APN: S0434141955
OWNER: VAST PROPERTIES LLC
4115 N TEN MILE ROAD

FOUND BRASS CAP MARKED PLS
18780 2020 MARKING THE EAST
QUARTER CORNER OF SEC. 34,
T4N, R1W, B.M. P.O.C.
CP&F NO. 2020162066

P.O.B.

307.01 FT
(RS1 - 307.00 FT)

ANNEXATION
CITY OF MERIDIAN
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN ,
ADA COUNTY, IDAHO



3534 APOLENA AVE IDAHO FALLS, ID
435-633-3012

DRAWN BY: SJM

DATE: 5-2-2025

SCALE: 1" = 80'

CADFILE: 25-0005-31685P

JOB NAME: 31685P

SHEET NO. 1 OF 1

LEGEND

	ANNEXATION BOUNDARY LINE	P.O.B.	POINT OF BEGINNING
	PLSS TIE LINE	(M)	MEASURED DISTANCE
	ADJOINING TITLE LINE	INST.	INSTRUMENT
		NO.	NUMBER
		CP&F	CORNER PERPETUATION AND FILING RECORD
	GOVERNMENT PLSS MONUMENT AS NOTED	(SQ)	SQUARE FEET
	FOUND SURVEY MONUMENT AS NOTED	(AC)	ACRES

EXHIBIT B

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



In the Matter of the Request for Annexation of 5.55 acres of land for the construction of approximately 15,900 square feet of multi-tenant industrial and 70,250 square feet of self-service storage (storage condos) in the I-L zoning district, by Jeff Hatch.

Case No(s). H-2025-0027

For the City Council Hearing Date of: September 9th, 2025 (Findings on September 16th, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of September 9th, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of September 9th, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of September 9th, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of September 16th, 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 September 16th, 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 September 9th, 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 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 September 16th, 2025.

By action of the City Council at its regular meeting held on the 16th day of September, 2025.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED _____

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS

VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

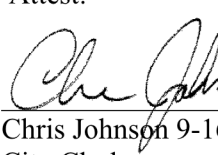
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



By Luke Cavener, Council President 9-16-2025

Attest:



Chris Johnson 9-16-2025
City Clerk

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

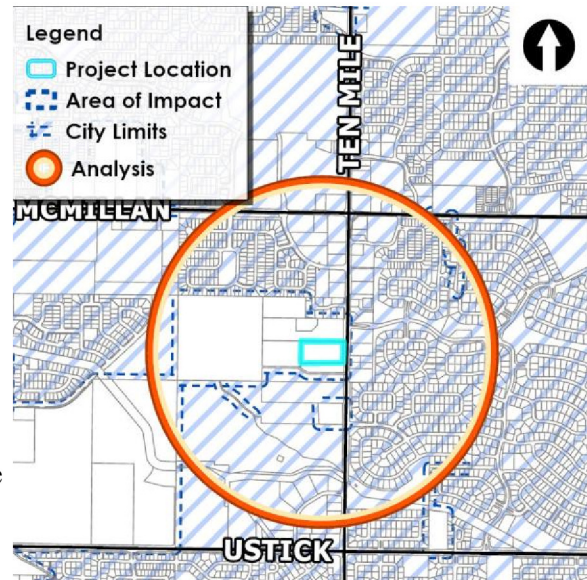
By:  Dated: 9-16-2025
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 9/9/2025
TO: Mayor & City Council
FROM: Nick Napoli, Associate Planner
208-884-5533
nnapoli@meridiancity.org
APPLICANT: Jeff Hatch
SUBJECT: H-2025-0027
Ten Mile Flex

LOCATION: Located at 4255 N. Ten Mile Road in the southeast 1/4 of the northeast 1/4 of Section 34, T.4N., R.1W.



I. PROJECT OVERVIEW

A. Summary

Annexation of 5.55 acres of land for the construction of approximately 15,900 square feet of multi-tenant industrial and 70,250 square feet of self-service storage (storage condos) in the I-L zoning district.

B. Issues/Waivers

The applicant requests a City Council waiver to reduce the 25-foot landscape buffers to 10 feet to the south and west and 15 feet to the north. The property is surrounded by existing residential in Ada County.

C. Recommendation

Staff: Approval

Commission: Approval as presented in the staff report.

D. Decision

Council: Approved as presented in the staff report.

II. COMMUNITY METRICS

Table 1: Land Use

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

Table 2: Process Facts

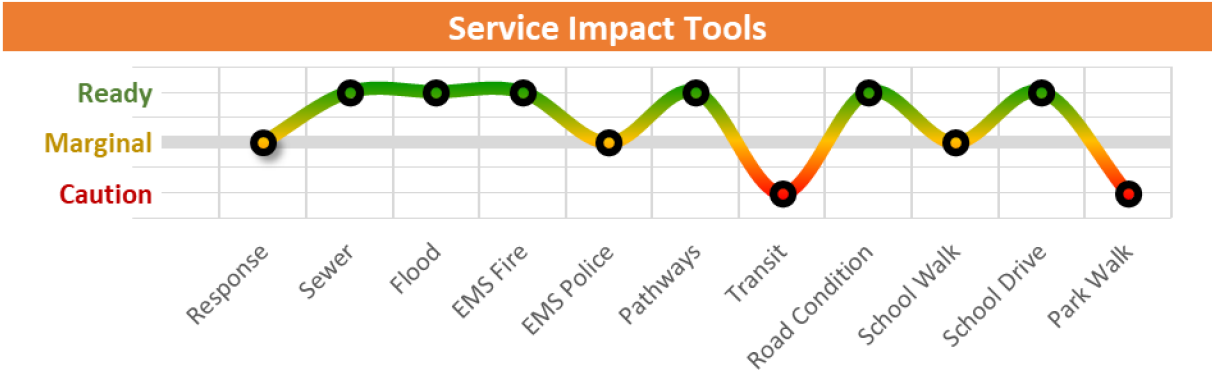
Description	Details
Preapplication Meeting date	3/11/2025
Neighborhood Meeting	4/10/2025
Site posting date	8/26/2025

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.C
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	Doc Lane (Private Street) via N. Ten Mile Road (Arterial Road)	-
• Traffic Level of Service	N. Ten Mile Road: Better than “E”	-
ITD Comments Received	Yes: No Comment	
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Available at Site	
• Impacts or Concerns	See Public Works Site Specific Conditions	
Meridian Public Works Water		IV.B
• Distance to Mainline	Available at Site	
• Impacts or Concerns	None	

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

Figure 1: Service Impact Summary



III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

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 15,900 square feet of flex space and 70,250 square feet of self-service storage (storage condos). These uses are listed as allowed in the I-L zoning in the UDC and Comprehensive Plan.

The purpose of the MU-NR 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.

The subject site is surrounded by Ada County residential properties zoned RUT. However, the broader area is primarily designated as Mixed-Use Non-Residential and Low-Density Residential on FLUM. Industrial spaces and self-storage facilities are a desired use specified in the Mixed-Use Non-Residential designation, as noted above. The multi-tenant industrial 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.

The self-service storage on the rear of the property is proposed to be constructed with phase one (1) of the development. The multi-tenant industrial buildings fronting on Ten Mile Road will be included in phase two (2) of the development.

The self-service storage (storage condos) are a heightened use for storage, as they will be bought individually for luxury storage. The applicant intends to condo these units once they have begun construction. The applicant will be required to short plat the property to condo the units once the building permits have been submitted.

The multi-tenant industrial building will be allowed to develop with all the uses listed in UDC 11-2C-2, with the further restriction of Storage Facility, Self-Service and Storage, Outdoor. The intent of restricting these uses further is to promote employment uses in these tenant spaces.

Therefore, Staff finds the proposed use should be an appropriate use in the MU-NR FLUM designation for the reasons noted above.

- Slow the outward progression of the City's limits by discouraging fringe area development; encourage development of vacant or underutilized parcels currently within City limits. (4.05.03B) *The subject property is eligible for annexation and has city limits on one (1) of its four sides. Currently, this property is used residentially, and by redeveloping it will provide opportunities for properties to the west to develop.*
- Ensure that regulations and plans support and encourage desired development and land use patterns within the Area of City Impact. (3.01.01C) *Based on feedback from stakeholders, the desired land use for this area is primarily industrial, as Meridian has very little vacancy and is a desirable location for industrial users.*
- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B) *The Director recommends a cross-access/ingress-egress easement is granted to the property to the*

north for future access via Ten Mile Rd. through the subject property to reduce access points on the arterial street (i.e. Ten Mile Rd.).

- Pursue economic development opportunities with technology, healthcare, environmentally-friendly manufacturing, light industrial, and professional service industries. (2.08.02) *The development incorporates a multi-tenant industrial building that will allow for smaller businesses to find a place to operate in Meridian.*

Table 4: Project Overview

Description	Details
History	N/A
Physical Features	Piped irrigation ditch next to the five-foot multi-use pathway
Acreage	5.089 Acres

B. Site Development and Use Analysis

1. Existing Structures/Site Improvements (*UDC 11-1*):
The site currently contains four (4) 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 multi-tenant buildings along the Ten Mile Road frontage and self-storage buildings (storage condos) in the rear of the property. 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's 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, and 50-foot height limit.*
4. Specific Use Standards (*UDC 11-4-3*):

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 storage 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. The applicant is also proposing fencing that will fully enclose the storage facility. However, the fencing shall be closed vision.

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.

The applicant will conform with this standard.

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.

The applicant is requesting a council waiver to the 25-foot landscape buffer to reduce it to 10 feet for the adjacent residential properties to the west and south and 15 feet to the north. The applicant has received letters of support from the neighboring property owners to the west and south in support of this waiver.

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 has deemed the site to have adequate access.

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 on the site.

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 eastern 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 concept plan shows a 35-foot setback from Ten Mile Road with the landscape buffer inside of this 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 concept plan does not meet the minimum requirements. The western parking landscape 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. Landscape buffers to adjoining uses

A 25-foot wide buffer is required to the residential land use to the north as set forth in UDC Table 11-2C-3 and 11-4-3-34F, landscaped per the standards listed in UDC 11-3B-9C.

The Applicant requests City Council approval of a reduced buffer width from 25- to 10-feet adjacent to the residential use to the west and south and to 15-feet adjacent to the residential use to the north as allowed by UDC 11-3B-9C.2. A reduction to the buffer width shall not affect building setbacks. A letter was submitted from the abutting property owner to the west and south, agreeing to the proposed reduced buffer. A letter was not provided from the property to the north.

iv. 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.

v. 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. However, staff asked the applicant to provide commercial parking standards for the flex space fronting on Ten Mile Road which require one space for every five hundred (500) sq. ft. of gross floor area. In addition, self service storage facilities only require parking based on the size of the leasing building which was included in the 15,900 square feet. *The applicant is proposing 47 parking spaces on the concept plan which exceeds the 32 spaces that are required with the buildings (15,900 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.

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.

In response, the developer is proposing a multi-tenant industrial building fronting Ten Mile Road with a mix of metal siding. This shall be revised with the submittal of the certificate of zoning compliance to provide an additional two (2) field materials to comply with the ASM.

Additionally, the developer is proposing four (4) storage buildings with the primary material consisting of metal as well. Since these storage buildings are visible from an existing residence, the applicant shall revise the end caps of the storage building to incorporate design elements that comply with the ASM.

The proposed elevations do not 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. Staff and the applicant will work together on the elevation during this submittal.

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. The fencing is required to be closed vision fencing as it is abutting residential.*

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 two (2) access points to N. Ten Mile into a single access point on the north portion of the property. Doc Lane, the existing and proposed access point, is a 30-foot access easement that runs along the northern portion of the property and provides access to the property to the west (Parcel #S0434142020). The applicant is proposing to improve Doc Lane as the primary access. However, cross access is required to the property from the north and south, which will function as a backage road parallel to N. Ten Mile Road that will align with W. Belltower Drive in the future. At which time, the Doc Lane access will either be closed or restricted, as determined by ACHD. Staff finds the proposed entrance to be in compliance with the UDC and the comprehensive plan.

Additionally, the applicant shall record cross-access ingress/egress easements with the properties to the north and south prior to approval of the certificate of zoning compliance application.

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

The site has an existing detached 5-foot sidewalk along N. Ten Mile Road, which has been determined to be sufficient by 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 acceptable at this time. Additionally, the curb cut that is being removed shall be replaced with curb, gutter, sidewalks, and landscaping with the first certificate of zoning compliance application.

The applicant has provided a pedestrian connection to the multi-tenant industrial building fronting Ten Mile Road and along the south side of Doc Lane. This is an adequate pedestrian connection, but where the pedestrian connection crosses through 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. This shall be revised with the submittal of the certificate of zoning compliance application.

3. Private Streets (*UDC 11-3F-4*):

Doc Lane is currently a private street in Ada County and is used as the main access point for the property to the west (Parcel #S0434142020) of the subject property. The applicant shall provide proof of the approved private street from Ada County or apply for a private street application with the city. This will be required prior to issuance of the certificate of zoning compliance application.

E. Services Analysis

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

There is an existing irrigation ditch that was piped on the back of sidewalk. The applicant shall maintain the irrigation pipe and coordinate with the irrigation district for any changes to the irrigation network.

2. 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.
3. Storm Drainage (*UDC 11-3A-18*):
An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.
4. Utilities (*Comp Plan, UDC 11-3A-21*):
Connection to City water and sewer services is required and are available to be extended by the developer with development in accord with UDC 11-3A-21 and Goals 3.03.03G & 3.03.03F. Urban sewer and water infrastructure and curb, gutter, and sidewalks are required to be provided with development.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

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 point being removed shall be replaced with curb, gutter, sidewalk, and landscaping in compliance with the UDC.
- g. The multi-tenant industrial building will be allowed to develop with all the uses listed in UDC 11-2C-2, with the further restriction of Storage Facility, Self-Service and Storage Facility, Outdoor.
- h. Provide proof of Doc Lane being an approved private street from the county or apply for a private street application with the city prior to issuance of the certificate of zoning compliance.
- i. Comply with the specific use standards for a Self Service Storage Facility and for all prospective uses going into the multi-tenant industrial building in UDC 11-4-3

B. Meridian Public Works

Wastewater	
• Distance to Sewer Services	Available at Site
• Sewer Shed	
• Estimated Project Sewer ERU's	See application
• WRRF Declining Balance	
• Project Consistent with WW Master Plan/Facility Plan	Yes
• Impacts/concerns	• See Public Works Site Specific Conditions
Water	
• Distance to Water Services	Water Available at Site
• Pressure Zone	
• Estimated Project Water ERU's	See application
• Water Quality	None
• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	None -

NON-PLAT CONDITIONS

PUBLIC WORKS DEPARTMENT

Site Specific Conditions of Approval

1. Bring a 8" Water main from Ten Mile Road to the Western property. The City will need a 20' Easement for this.
2. Install 8" Main to Southern boundary, A 20' Easement is required with the main Centered.
3. A Fence is allowed to cross perpendicular to the City's easement, however it must not have any posts in the easements and any panels crossing the easement must be removable without having to remove other panels. A gate is allowed to cross a City Utility easement, however it must be wide enough to allow the City to have access to the full width of the Easement. No posts are allowed in the easement. City must have ability to open the gate at all times. It will be required to provide a memo stating how the City is to have access on the utility plan.

4. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources (IDWR). The Developer, Owner, or project Engineer, shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment. If wells are to be abandoned, the project owner or their representative must contact the IDWR Groundwater Protection Section (Aaron Skinner, Hydrogeologist 208-287-4972) BEFORE any work is done to decommission an existing well (even if it is believed that the well is less than 18 ft deep). Proof of communication with IDWR must be submitted to the City prior to any work being done to decommission the well. Failure to communicate with IDWR may result in additional work and expense to decommission the well.
5. Ensure no sewer services pass through infiltration trenches.
6. Provide 20' Easements for mains, hydrant laterals and water services. Easements should extend up to the end of main/hydrant/water meter and 10' beyond it.
5. No permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) to be built within the utility easement.

General Conditions of Approval

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department.
2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). Sewer/water easement varies depending on sewer depth. Sewer 0-20 ft deep require a 30 ft easement, 20-25 ft a 40 ft easement, and 25-30 ft a 45 ft easement. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD.
4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
5. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The

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

8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9-4-8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
9. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures.
10. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
11. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
12. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
13. Developer shall coordinate mailbox locations with the Meridian Post Office.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
19. The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
20. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. Ada County Highway District (ACHD)

Click or tap here to enter text.



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

Date: June 26th, 2025

To: Jeff Hatch

Staff Contact: Matt Pak, Planner

Project Description: Ten Mile Flex

Trip Generation: This development is estimated to generate 179 vehicle trips per day, 21 vehicle trip per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

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

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

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

ACHD Planned Improvements	
FYP	X
CIP	X

Livable Street Performance Measures	
Pedestrian	LTS 3
Cyclist	LTS 3

Is Transit Available?	
Yes	
No	X

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

connecting you to more

Ada County Highway District - 5800 N Meeker Avenue - Boise, ID - 83713 - PH 208-387-6100 - FX 345-7650 - www.achdidaho.org

V. FINDINGS

A. Annexation (UDC 11-5B-3E)

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

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

The City Council finds the Applicant's proposal to annex 5 acres of land with I-L zoning for the development of 15,900 square feet of multi-tenant industrial and 70,250 square feet of self-service storage (storage condos) is consistent with the Mixed Use Non-Residential FLUM designation for this property.

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:

The Meridian Planning & Zoning Commission heard these items on August 21st, 2025. At the public hearing, the Commission moved to recommend approval of the subject annexation request.

1. Summary of Commission public hearing:

- a. In favor: Jeff Hatch, Chris Adler
- b. In opposition: None
- c. Commenting: Jeff Hatch and Chris Adler
- 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. The commission had a brief discussion about the reduced landscape buffers to the existing residences. They ultimately determined they had no concerns with this; however, it is a council decision.
- 4. Commission change(s) to Staff recommendation:
 - a. None
- 5. Outstanding issue(s) for City Council:
 - a. Council waiver to reduce the 25-foot landscape buffer to the existing residential properties to 10 feet to the south and west and 15 feet to the north.

C. City Council:

The Meridian City Council heard these items on September 9th, 2025. At the public hearing, the Council moved to approve the subject annexation request.

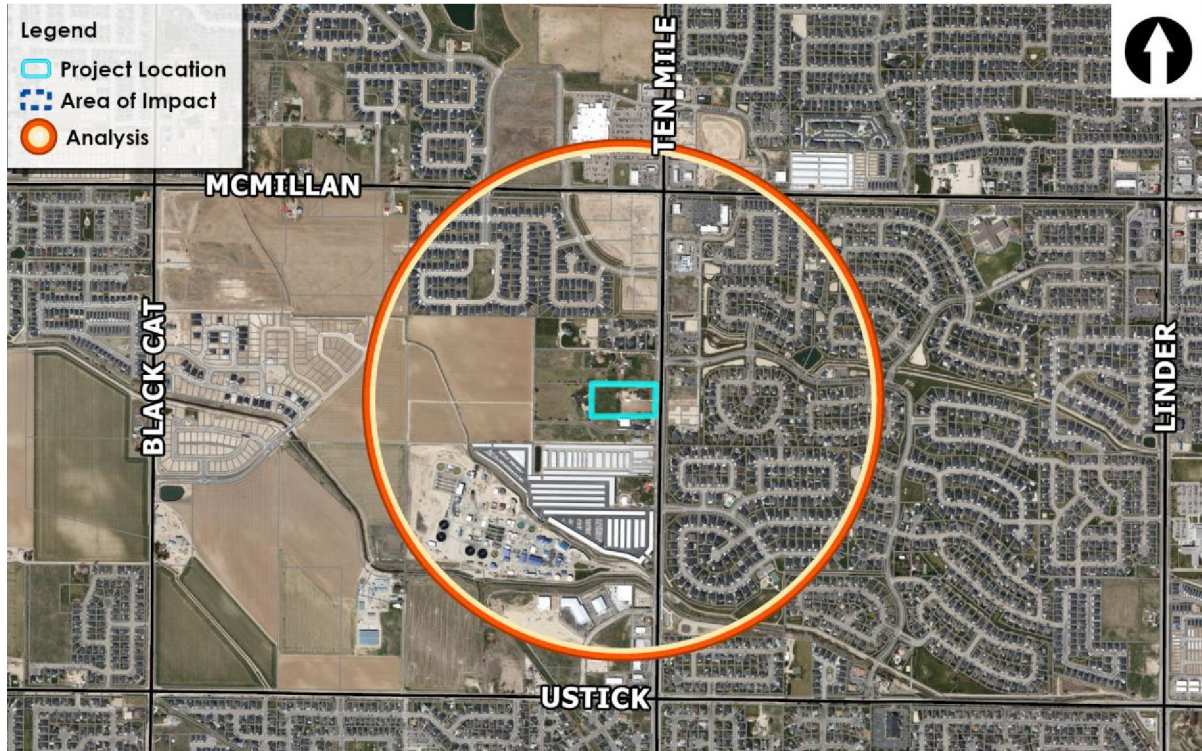
- 1. Summary of the City Council public hearing:
 - a. In favor: Jeff Hatch
 - b. In opposition: None
 - c. Commenting: Jeff Hatch
 - d. Written testimony: None
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. Council discussed traffic generation from the development and what the future road network looked like for this property and the neighboring properties. In addition, the Council had questions about the proposed improvement for Doc Lane.
- 4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

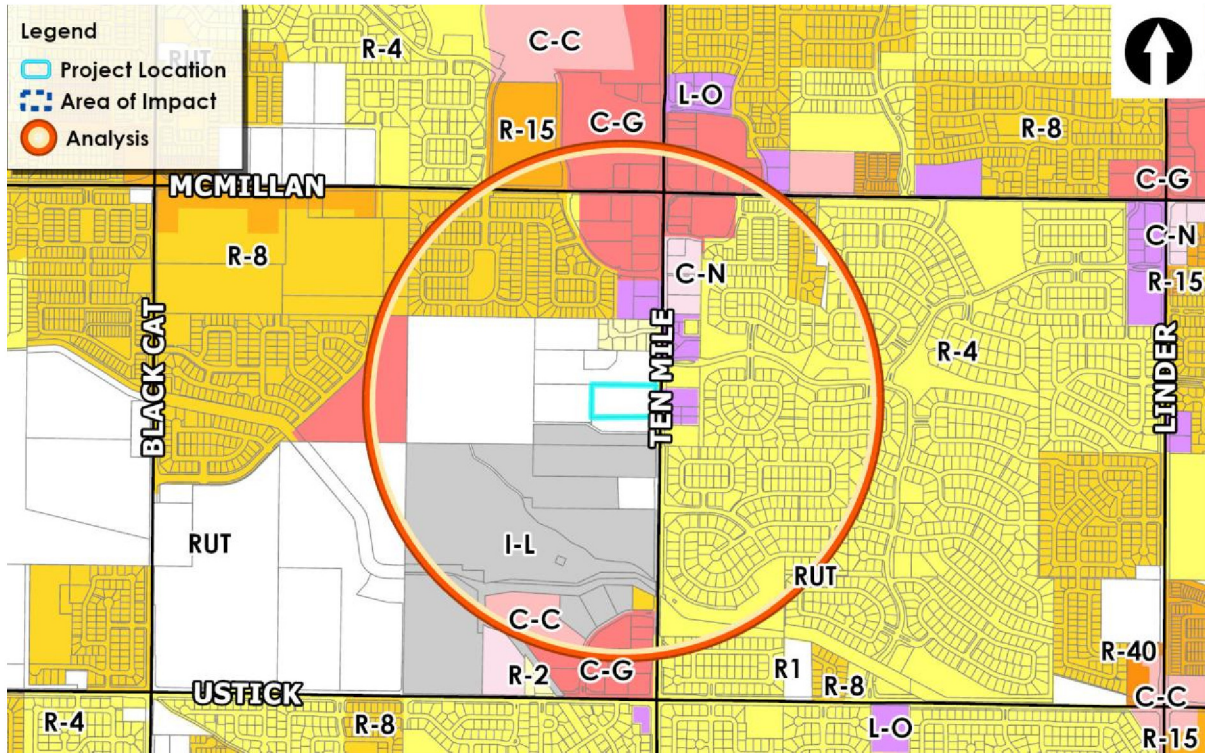
A. Project Area Maps

(link to [Project Overview](#))

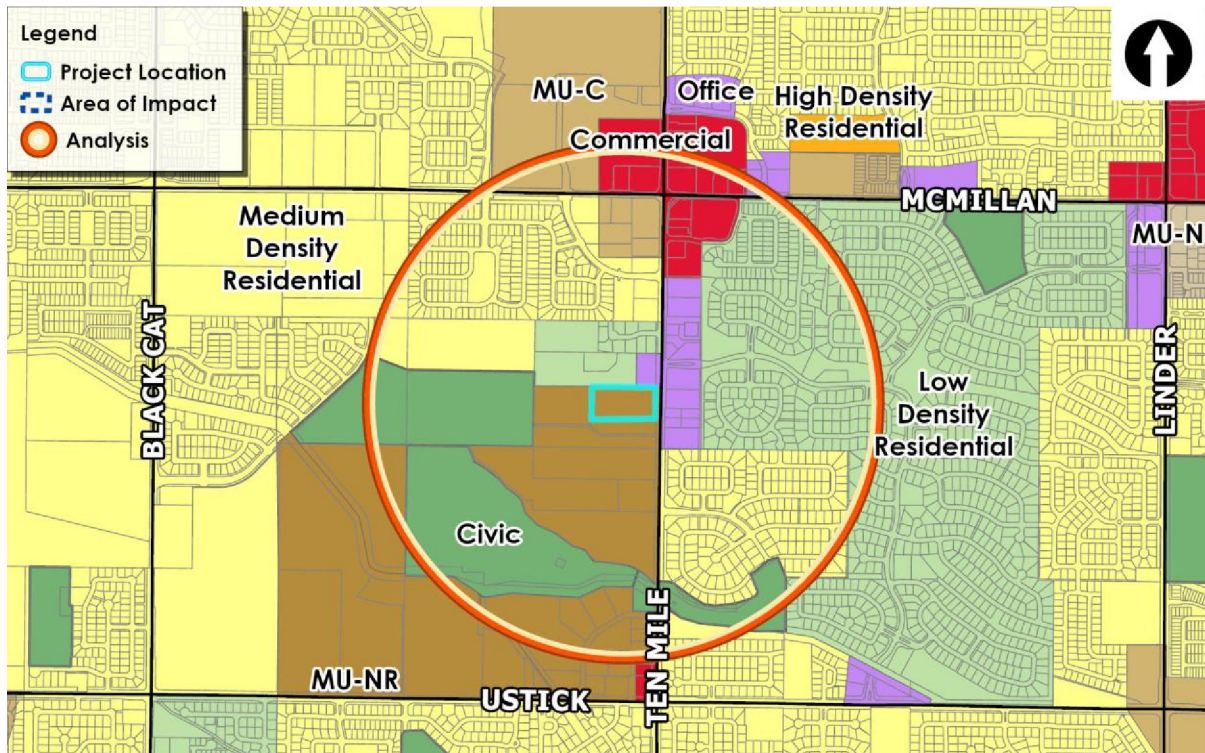
1. Aerial



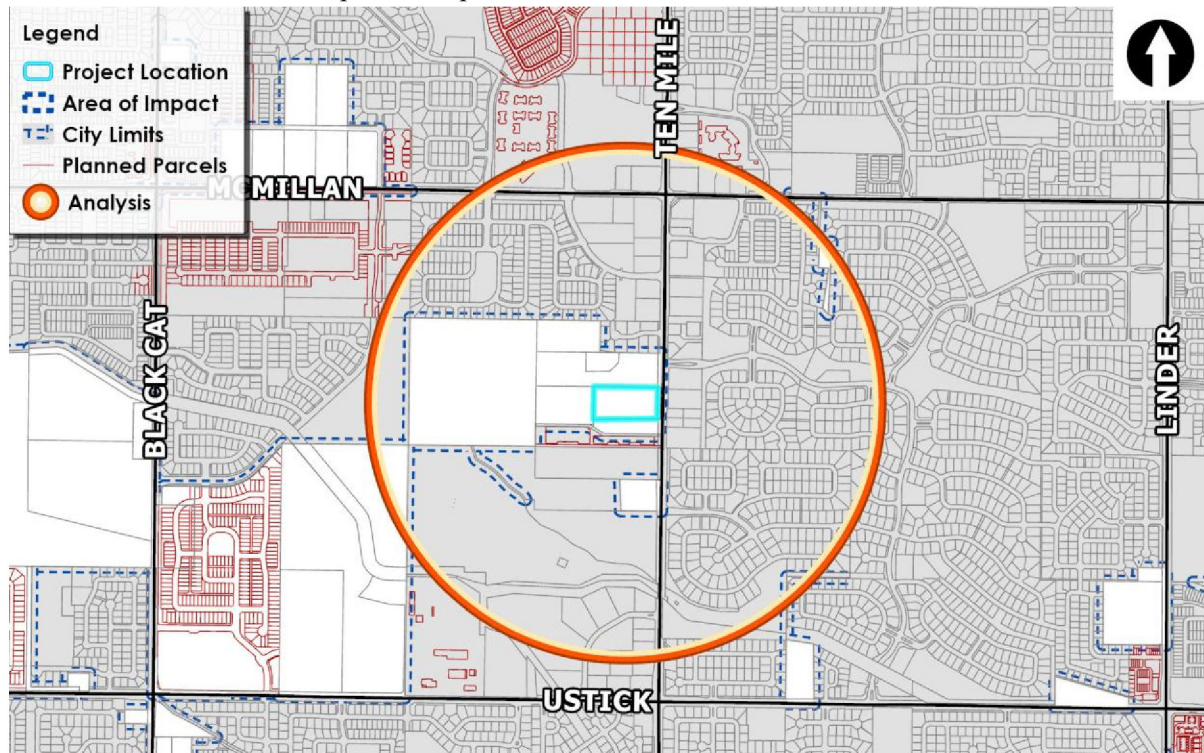
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos

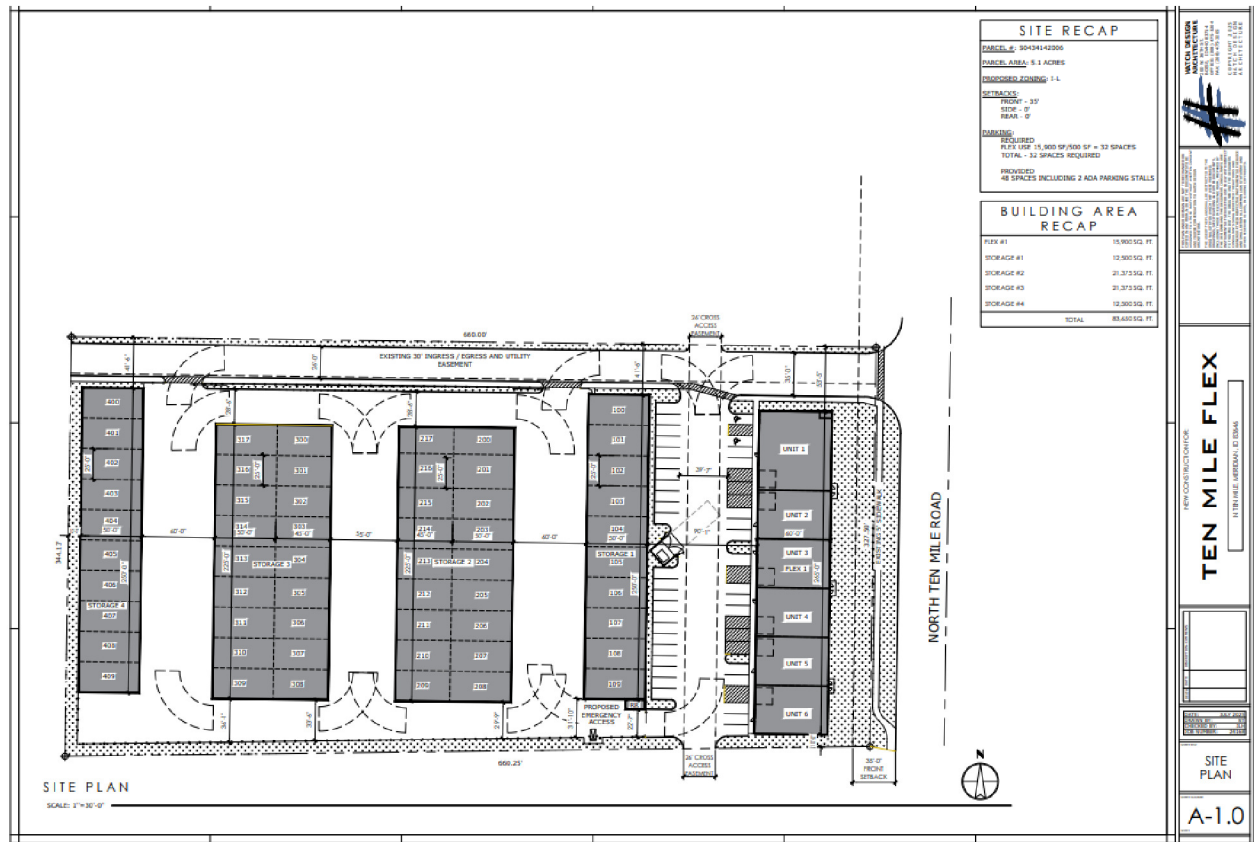


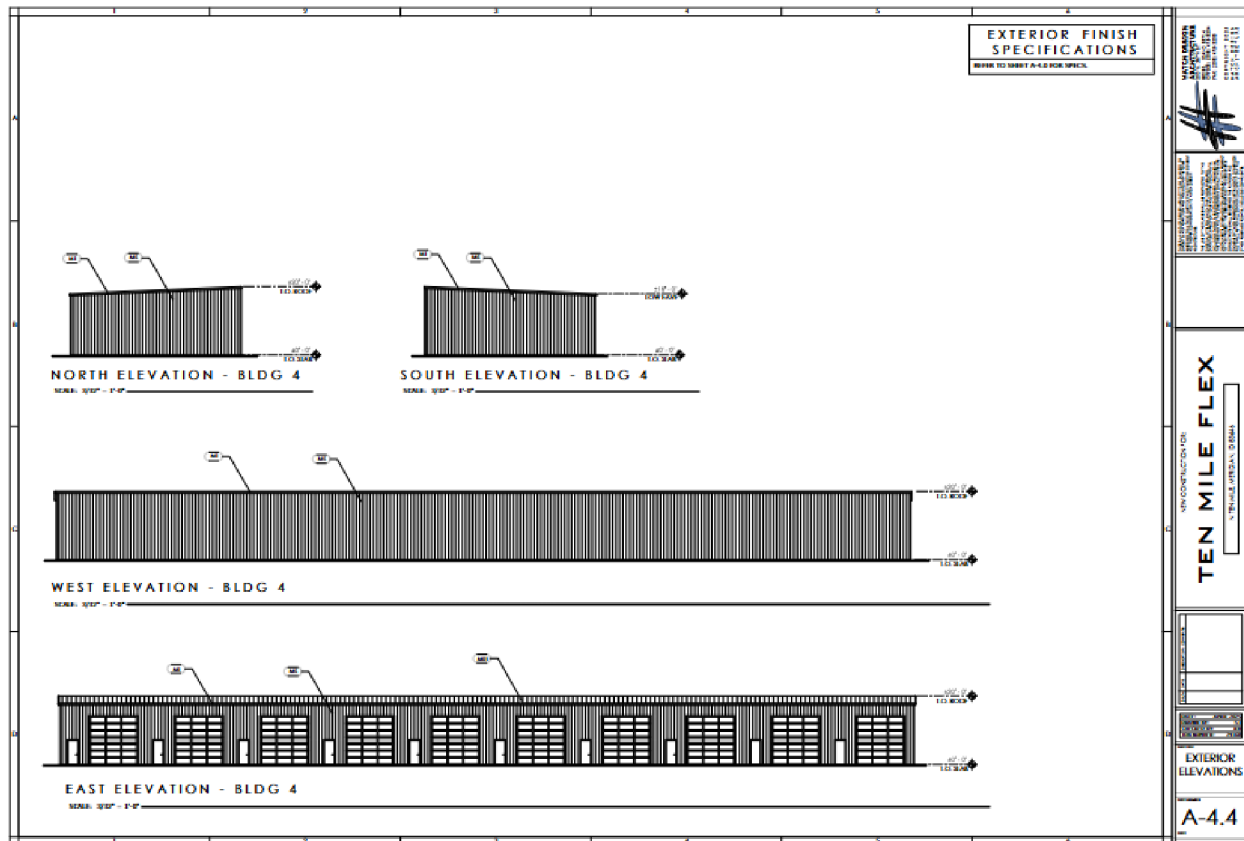
C. Service Accessibility Report

Overall Score: 22	10th Percentile
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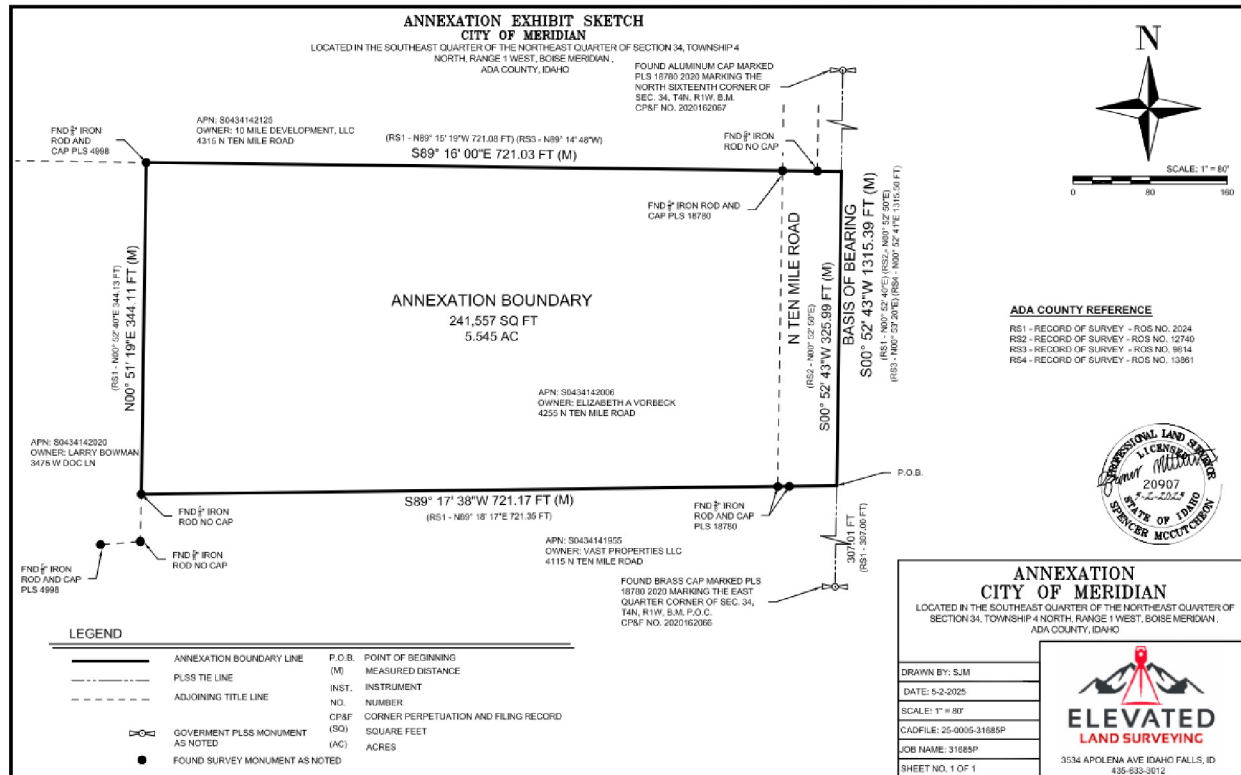
Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time < 5 min.	GREEN
Emergency Services Police	Meets response 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	No park within walking distance by park type	RED

D. Site Plan/Phasing Plan (date: 7/28/2025)





E. Annexation Legal Description & Exhibit Map





ELEVATED LAND SURVEYING
3534 Apolena Ave. Idaho Falls, Idaho 83401
spencerm@elevatedlandsurveys.com 435-633-3012

ANNEXATION BOUNDARY

A parcel of land located in the Southeast Quarter 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 follows:

BEGINNING at the East Quarter corner of said Section 34; thence along the section line North $00^{\circ} 52' 43''$ East 307.01 feet to the **TRUE POINT OF BEGINNING**;

Running thence South $89^{\circ} 17' 38''$ West 721.17 feet to a found 5/8" iron rod and no cap;

Thence North $00^{\circ} 51' 19''$ East 344.11 feet to a found 5/8" iron rod and cap marked pls 4998;

Thence South $89^{\circ} 16' 00''$ East 721.03 feet to said section line;

Thence along said section line South $00^{\circ} 52' 43''$ West 325.99 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 5.545 acres

