

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **MMW&T LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 17 day of April, 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 **MMW&T LLC**, whose address is P.O. Box 3304, Nampa, ID, 83653, 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 1.11 acres of land with a request for the L-O (Limited Office) 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 25th day of March, 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 **MMW&T LLC**, whose address is P.O. Box 3304, Nampa, Idaho, 83653, 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. The existing structure shall connect to City water and sewer service within 60 days of annexation and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.
- b. Future development of this site shall be generally consistent with the conceptual site and landscape plans and building perspectives included in Section VII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
- c. Future development of the property shall comply with the dimensional standards for the L-O (Limited Office) zoning district listed in UDC Table 11-2B-3.
- d. Future use of the site is limited to office uses (i.e., professional services and healthcare or social services as defined in UDC 11-1A-1 and as allowed in UDC Table 11-2B-2) in accordance with the Comprehensive Plan for properties with a residential Comprehensive Plan designation; no ancillary commercial uses shall be permitted.
- e. A reduced buffer width to residential uses is allowed from 20 feet to 8 feet, 10 inches as approved by City Council in accord with UDC 11-3B-9C.2. The buffer shall contain landscaping in accord with the standards listed in UDC 11-3B-9C.
- f. Business hours of operation shall be limited to the hours between 6:00 a.m. and 10:00 p.m. as set forth in UDC 11-2B-3B for the L-O zoning district.
- g. A Certificate of Zoning Compliance application shall be submitted for the change in use and expansion of the site that complies with all UDC conditions and the provisions contained herein.
- h. A Design Review application shall be submitted for the proposed addition to the existing structure that demonstrates compliance with the design standards listed in the Architectural Standards Manual. New construction must share at least three similar accent materials, field materials, or other architectural feature of a building within 150 feet of the property (ASM Goal 1.2B).

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:
MMW&T LLC
P.O. Box 3304
Nampa, ID, 83653

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.

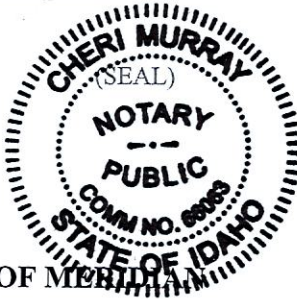
OWNER/DEVELOPER:
MMW&T LLC

Trish Turner
By:

State of Idaho)
County of Canyon) : ss:

On this 17th day of April, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Russell, known or identified to me to be the Member of MMW&T 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.



Cheri Murray
Notary Public
My Commission Expires: 8-7-2027

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
County of Ada) : ss:

On this _____ day of _____, 2025, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION OF 965 E USTICK ROAD

A parcel of land located in the in the Northwest 1/4, of the Northeast 1/4 Section 6, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and being further described as follows:

BASIS OF BEARING:

The North line of said Northwest 1/4, of the Northeast 1/4, derived from found monuments and taken as S89°47'28"E with the distance between monuments found to be 1324.50 feet.

BEGINNING at a point on the North line of the Northwest 1/4, of the Northeast 1/4 Section 6, Township 3 North, Range 1 East, Boise Meridian from which the from which the East 1/16 corner of said section 6 bears South 89°47'28" East a distance of 493.86 feet.

Thence leaving said North line, South 00°16'42" West, a distance of 252.69 feet;

Thence North 89°42'02" West, a distance of 192.00 feet;

Thence North 00°30'53" East to a point on said North line, a distance of 252.39 feet;

Thence along said North line South 89°47'28" East, a distance of 190.96 feet to the **POINT OF BEGINNING**.

Said Parcel containing 48,356 square feet or 1.11 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

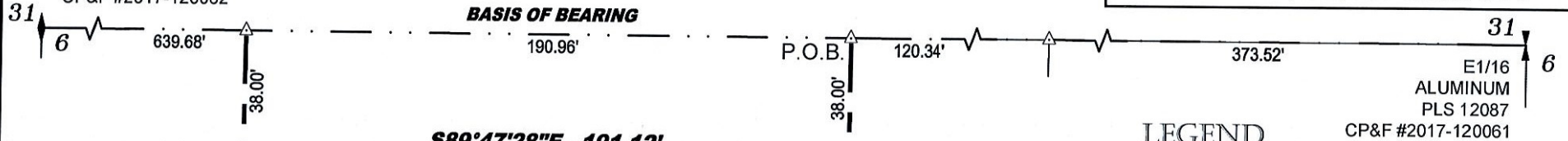
Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



N1/4
BRASS CAP
PLS 12087
CP&F #2017-120062

USTICK ROAD
S89°47'28"E - 1324.50'
BASIS OF BEARING

A PORTION OF NORTHWEST 1/4 OF THE NORTHEAST
1/4 OF SECTION 6, TOWNSHIP 3 NORTH,
RANGE 1 EAST, B.M., ADA COUNTY, IDAHO



LEGEND

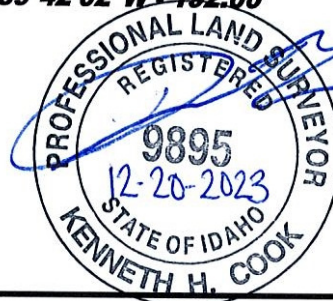
- 11 12 1/4 COR. MONUMNET AS NOTED
- 11 12 1/16 COR. MONUMNET AS NOTED
- P.O.B. POINT OF BEGINNING
- △ CALC. POINT
- FOUND MONUMENT
- ADJOINER LINE
- - - BOUNDARY LINE
- - - EASEMENT LINE
- - - RIGHT OF WAY LINE

NARRATIVE:

THIS SURVEY WAS MADE AT THE REQUEST OF KENT MUSSELL TO ESTABLISH THE BOUNDARY AS SHOWN. BOUNDARY WAS DEFINED FROM FOUND MONUMENTS OF FOUND OF RECORD IN THE TIMBERFALLS AND GRANITE CREEK SUBDIVISIONS WHICH ARE NOT SHOWN ON THIS DISPLAY

**GRANITE CREEK
SUBDIVISION**

**TIMBERFALLS
SUBDIVISION
NO. 1**



**DISPLAY FOR
ANNEXATION OF
965 E USTICK RD**

FILE: 23013 - MUSSELL- USTICK 4-6-2023.dwg

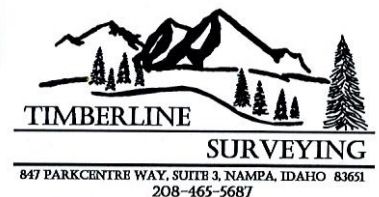


EXHIBIT B

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



In the Matter of the Request for Annexation (AZ) of 1.11 Acres of Land with an L-O Zoning District with a Request for City Council Approval of a Reduced Buffer to Residential Uses from 20-feet to 8-feet 10-inches, by Kent Mussell, Mussell Construction, Inc.

Case No(s). H-2024-0063

For the City Council Hearing Date of: March 11, 2025 (Findings on March 25, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 11, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 11, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 11, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 11, 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 March 11, 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 with the requirement of a development agreement per the provisions in the Staff Report for the hearing date of March 11, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of March 11, 2025

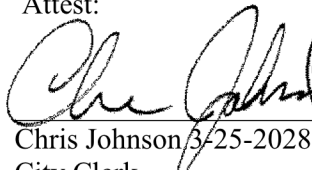
By action of the City Council at its regular meeting held on the 25th day of March, 2025.

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



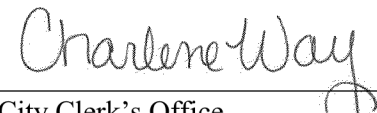
Mayor Robert E. Simison 3-25-2028

Attest:


Chris Johnson 3-25-2028
City Clerk



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

By:  _____ Dated: 3-25-2028
City Clerk's Office



STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT

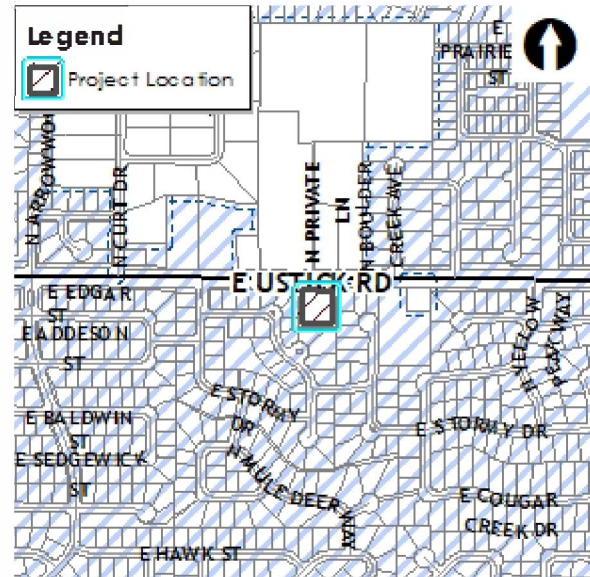
HEARING DATE: March 11, 2025

TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533

SUBJECT: 965 E. Ustick Rd. – AZ
H-2024-0063

LOCATION: 965 E. Ustick Rd., in the NE 1/4 of
Section 6, T.3N., R.1E.



I. PROJECT DESCRIPTION

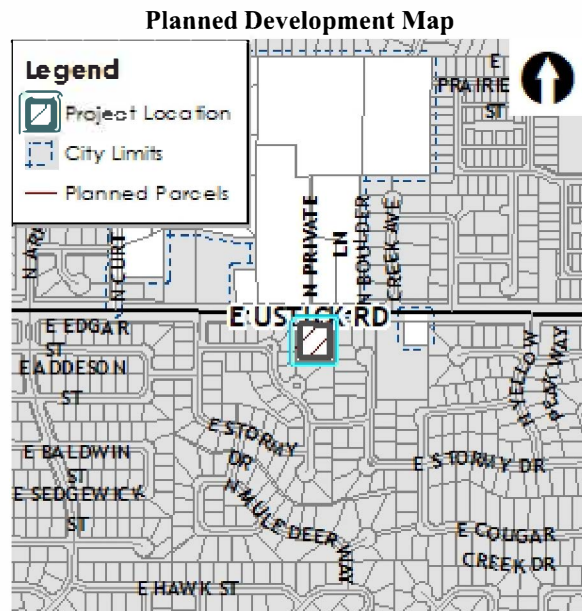
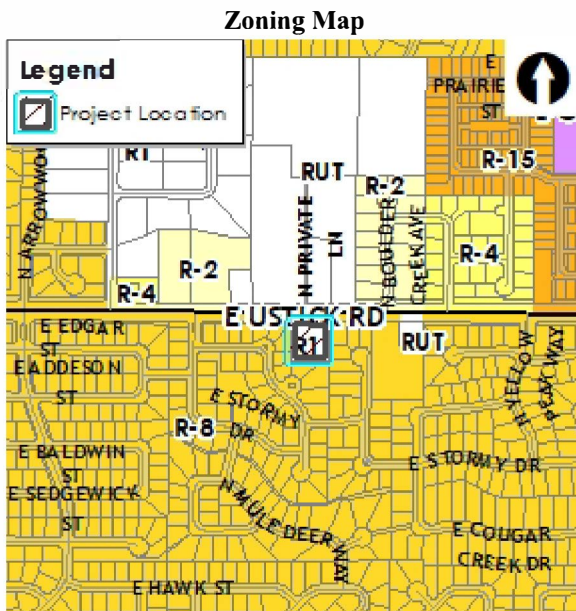
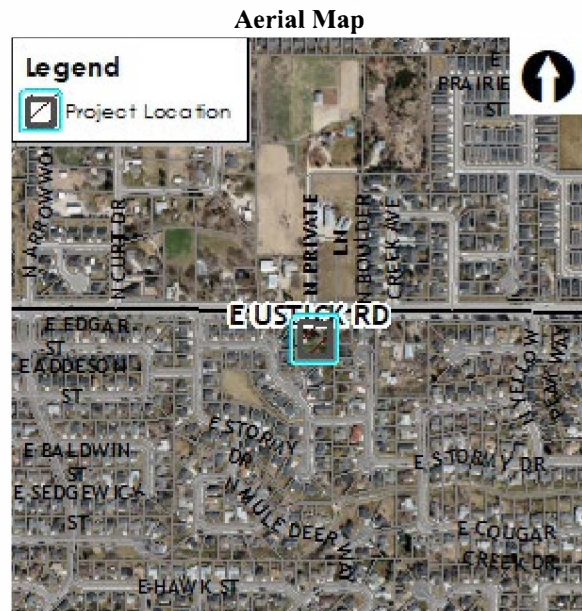
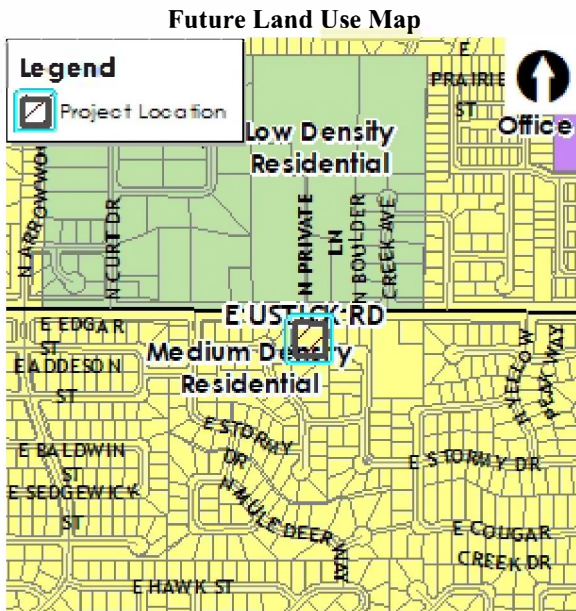
Annexation (AZ) of 1.11 acres of land with an L-O zoning district with a request for City Council approval of a reduced buffer to residential uses from 20-feet to 8-feet 10-inches.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	0.90-acre
Future Land Use Designation	Medium Density Residential (MDR)
Existing Land Use	Single-family residential (SFR) with an existing home
Proposed Land Use(s)	Uses as allowed in the L-O district – no specific use is proposed at this time
Current Zoning	R1 in Ada County
Proposed Zoning	Limited Office (L-O)
Physical Features (waterways, hazards, flood plain, hillside)	None
Neighborhood meeting date	10/18/24
History (previous approvals)	ROS #1070; H-2023-0061 [AZ, CUP - Pathways (private education institution) – withdrawn]

B. Project Area Maps



III. APPLICANT INFORMATION

A. Applicant:

Kent Mussell, Mussell Construction, Inc. – PO Box 3304, Nampa, ID 83653

B. Owner:

MMW&T, LLC – PO Box 3304, Nampa, ID 83653

C. Representative:

Same as Applicant

IV. COMPREHENSIVE PLAN ANALYSIS

Land Use: This property is designated as Medium Density Residential (MDR) on the Future Land Use Map (FLUM) contained in the [*Comprehensive Plan*](#). This designation allows for dwelling units at gross densities of 3 to 8 dwelling units per acre.

Although dwelling units are typically desired in the MDR designation, the Comprehensive Plan does state that at the discretion of City Council, areas with a Residential Comprehensive Plan designation may request an office use if the property only has frontage on an arterial street or section line road and is 2-acres or less in size. In this instance, no ancillary commercial uses are permitted.

The subject property meets the aforementioned criteria. The Applicant proposes an addition to the existing residential structure for the purpose of leasing out spaces to uses that are allowed in the L-O zoning district. This caveat in the Comprehensive Plan applies solely to *office* uses, classified in UDC 11-1A-1 as *professional services and healthcare or social services*, and does not include other non-office uses allowed in the L-O district. *See analysis below in Section V for more information.*

Transportation: East Ustick Road, a 5-lane roadway which runs along the front/north side of this property, is depicted as a residential arterial street on the Master Street Map (MSM). There are no stub streets from adjacent properties/developments to this property.

Goals, Objectives, & Action Items: Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in italics):

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

City water and sewer service is available and can be provided to this property in accord with UDC 11-3A-21.

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

Urban sewer and water infrastructure is available to this property. Curb, gutter and an attached sidewalk was constructed along E. Ustick Rd. with the road widening project.

- “Ensure development provides safe routes and access to schools, parks, and other community gathering places.” (2.02.01G)

A sidewalk exists along E. Ustick Rd. on this site, which assists in providing a safe route to schools, parks and other community gathering places.

- “Maximize public services by prioritizing infill development of vacant and underdeveloped parcels within the City over parcels on the fringe.” (2.02.02)

Annexation and redevelopment of the subject infill parcel will maximize public services.

V. STAFF ANALYSIS

Annexation & Zoning (AZ):

The Applicant proposes to annex 1.11 acres of land with an L-O zoning district, which includes land to the section line of E. Ustick Rd. **City Council approval is needed to approve the proposed L-O zoning in the MDR FLUM designation as mentioned above in Section IV.**

There is an existing 2,259 square foot (s.f.) single-family dwelling on this site, which the Applicant proposes an addition totaling 8,000 s.f. for tenant spaces for uses allowed in the L-O zoning district, per UDC [Table 11-2B-2](#). A conceptual site/landscape plan is included below in Section VII showing how the site is proposed to re-develop with the larger building and associated parking, drive aisles, walkways and landscaping. **If the property is annexed, the existing structure will be required to connect to City water and sewer service within 60 days of annexation and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.**

Because the Comprehensive Plan only allows office use of properties with a residential FLUM designation, Staff recommends uses in the proposed L-O district are restricted to “professional services” and “healthcare or social services” only, which are defined in UDC 11-1A-1, as follows:

Professional service uses include, but are not limited to: Architects, landscape architects and other design services; graphic designers; consultants; lawyers; media advisors; photography studios; and general offices. The term does not include healthcare and social service.

Healthcare and social services (NAICS Code 62). The use of a site for ambulatory healthcare services. Included in this use are offices of dentists; physicians; chiropractors; optometrists; mental health practitioners; physical, occupational and speech therapists; audiologists; outpatient care centers; family planning centers, medical and diagnostic laboratories, imaging centers, kidney dialysis centers; blood and organ banks. Social service uses include, but are not limited to, individual and family services; community food and housing, emergency and other relief services; vocational rehabilitation services; services for the elderly and persons with disabilities; vocational rehabilitation services; and emergency and other relief services.

Professional services and healthcare or social services are listed as a principal permitted use in the L-O zoning district in UDC Table 11-2B-2. Other uses typically allowed in the L-O district are not allowed.

The reason for the restriction in the Comprehensive Plan is that other uses allowed in the L-O district may be more intense and not compatible with adjacent land uses, which are typically residential, and access and interconnectivity between uses may be limited and not adequate for other such uses.

The site is within the Area of City Impact (AOIC) boundary and is contiguous to City annexed land to the south, east and west. A legal description was submitted for the boundary of the annexation area, included in Section VII.A below.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **To ensure this property develops as proposed and required, Staff recommends a DA with the provisions discussed herein and included in Section IX.A.**

Access: There are two (2) existing driveway curb cuts to this site via E. Ustick Rd., an arterial street; no other accesses are available to the site from adjacent properties. Only one (1) access driveway is proposed with redevelopment of the site as shown on the site plan, the other driveway will be removed.

Where access to a local street is not available, the UDC ([11-3A-3A.2](#)) requires the property owner to grant cross-access/ingress-egress to adjoining properties via a recorded easement. This standard is intended to apply primarily to non-residential properties but may extend to residential properties where the use is anticipated to change to a non-residential use. This property and the adjacent property to the east at 1001 E. Ustick Rd. (S1106120867) only have access via an arterial street (i.e. Ustick Rd.). The property to the east is designated on the FLUM as Medium Density Residential. The subject property owner also owns the property to the east and doesn't anticipate future use of that property changing from residential to a non-residential use. If a driveway stub and a cross-access

easement were required to the property to the east, the building pad would need to be reduced in size and parking removed on the south side of the building in order for the driveway to align with the adjacent property to the east. For these reasons, Staff does not recommend a driveway stub is required to the east for future cross-access – the Commission and/or City Council may determine otherwise.

Parking: A minimum of 16 spaces are required to be provided for an 8,000 s.f. office building; a total of 37 spaces are proposed, which exceed UDC standards by more than double.

Sidewalks/Pathways: A 7-foot wide (mostly) attached sidewalk exists along E. Ustick Rd. Detached sidewalks are required along arterial streets per UDC 11-3A-17; however, because the existing sidewalk is in good condition, Staff doesn't recommend it's reconstructed as a detached sidewalk.

A sidewalk is proposed on the south and west sides of the building adjacent to the drive aisle and parking that ranges from 5 to 9 feet in width. The sidewalk that abuts parking on the south side of the building is 7-foot wide, which accommodates vehicle overhang in accord with [11-3C-5B.4](#).

A 5-foot wide sidewalk is proposed from the perimeter sidewalk along Ustick Rd. to the main building entrance in accord with UDC 11-3A-19.B.4.

Landscaping: A minimum 25-foot wide street buffer is required along E. Ustick Rd., an arterial street, landscaped per the standards listed in UDC [11-3B-7C](#). The tree class should be included in the plant material legend and should demonstrate compliance with the required standards (25% of the required trees should be Class II; and 35% of qualifying trees must provide urban canopy at maturity. The landscape plan depicts a 30-foot wide buffer and the plantings appear to comply with the UDC standards.

Parking lot landscaping is required in accord with the standards listed in UDC [11-3B-8C](#). **Class II or III trees are required in perimeter buffers; tree class should be added to the plant legend to demonstrate compliance.** Planter islands are required at the ends of rows of parking to reduce the visual impact of long rows of parked cars and to guide traffic.

The UDC ([Table 11-2B-3](#)) requires a minimum 20-foot wide buffer to residential uses in the L-O zoning district, landscaped per the standards listed in UDC [11-3B-9C](#). Residential uses abut the site on three sides – to the west, south and east. **The Applicant requests City Council approval of a modified buffer width along the west property boundary of 8-foot 10-inches at its narrowest point to 11+/- feet with an allowance for up to 2-feet of vehicle overhang within the buffer from adjacent parking spaces. Such requests are allowed to be considered by City Council at a public hearing with notice to surrounding property owners.** The building will not encroach into any of the required buffer areas. The buffer is required to include a mix of evergreen and deciduous trees, shrubs, lawn or other vegetative groundcover. Typically, the buffer area should result in a barrier that allows trees to touch within 5 years of planting; however, because a 6-foot tall privacy fence is proposed, the planting requirement may be reduced to a minimum of one (1) tree per 35 linear feet, plus shrubs, lawn, or other vegetative groundcover. *Note: If Council does not approve the reduced buffer width requested along the west boundary of the site, a 20-foot wide buffer shall be provided as set forth in UDC Table 11-2B-3. This would reduce parking to 22 spaces as there wouldn't be adequate room to accommodate parking along the west boundary, which still complies with the parking standards in UDC 11-3C-6B.1 but may not be adequate for the site.*

Mitigation is required for existing healthy trees 4" caliper and greater that are removed from the site as set forth in UDC [11-3B-10C.5](#). There are 18 existing healthy trees on the site totaling 384 caliper inches, 11 of which, totaling 186 caliper inches, are proposed to be removed – these require mitigation. The other seven (7), totaling 198 caliper inches, are proposed to be preserved and protected on the site. Alternative compliance to this standard may be requested with the Certificate of Zoning Compliance application if it's not feasible to mitigate for all of the trees being removed.

Fencing: Fencing is required to comply with the standards listed in UDC [11-3A-7](#). Fencing exists around the perimeter of the site; however, the applicant proposes to construct new 6-foot tall metal framed vinyl privacy fence around the perimeter of the site as shown on the site plan.

Utilities (UDC [11-3A-21](#)): Connection to City water and sewer services is required in accord with UDC 11-3A-21. **Street lights will be required to be installed with redevelopment of the property in accord with the City's adopted standards, specifications and ordinances.**

Trash: Trash carts are proposed within privacy fencing for screening at the southeast corner of the building, which will be taken to the street for service.

Waterways: There are no existing waterways that cross this site.

Pressurized Irrigation System (UDC [11-3A-15](#)): Underground pressurized irrigation water is required to be provided to the development as set forth in UDC 11-3A-15.

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.

Hours of Operation: The UDC 11-2B-3B, restricts business hours of operation in the L-O zoning district from 6:00 am to 10:00 pm.

Building Elevations: Conceptual building elevation perspectives were submitted for the proposed enlarged structure as shown in Section VIII.C. **Final design of the structure is required to comply with the design standards listed in the [Architectural Standards Manual](#) (ASM). The architectural character of the building should relate to adjacent residential uses. New construction must share at least three similar accent materials, field materials, or other architectural feature of a building within 150-feet of the property in accord with ASM Goal 1.2B.**

Certificate of Zoning Compliance/Design Review: A Certificate of Zoning Compliance (CZC) and Design Review application is required to be submitted to the Planning Division and approved prior to submittal of building permit application(s).

VI. DECISION

A. Staff:

Staff recommends approval of the proposed annexation & zoning application with the provisions included in Section VIII per the Findings in Section IX.

B. The Meridian Planning & Zoning Commission heard these items on February 6, 2025. At the public hearing, the Commission moved to recommend approval of the subject AZ request.

1. Summary of Commission public hearing:

- a. In favor: Kent Mussell, Applicant
- b. In opposition: None
- c. Commenting: Todd Powell
- d. Written testimony: Kent Mussell, Applicant – in agreement with the Staff recommendation.
- e. Staff presenting application: Bill Parsons
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Questions pertaining to the width of the buffer proposed along the southern boundary of the site and activity on the property to the east under the same ownership. Staff confirmed the reduced buffer width is only requested along the west boundary of the site – the buffer width along the south boundary exceeds the minimum required buffer

width. The Applicant stated they're planning to flip the residential house on the adjacent property to the east and that they have no intention of it being part of this development.

3. Key issue(s) of discussion by Commission:
 - a. The request for the reduced buffer width along the west boundary of the site – opinion that with the access proposed via Ustick Rd. and the parking, the reduced buffer width is needed.
4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. The Applicant requests Council approval of a reduced buffer to residential uses along the west boundary of the site from 20' to 10'8".

C. The Meridian City Council heard these items on March 11, 2025. At the public hearing, the Council moved to approve the subject AZ request.

1. Summary of the City Council public hearing:
 - a. In favor: Kent Mussell, Applicant
 - b. In opposition: None
 - c. Commenting: Lindy Bower
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. Ms. Bower expressed concern about the buffer to her property along the southern boundary of the site, which meets and exceeds the minimum buffer width.
3. Key issue(s) of discussion by City Council:
 - a. Discussion pertaining to the request for a reduced buffer width to residential uses along west boundary and possibility of reducing parking along that boundary in order to provide the full buffer width.
4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

A. Annexation & Zoning Legal Description and Exhibit Map

LEGAL DESCRIPTION FOR ANNEXATION OF 965 E USTICK ROAD

A parcel of land located in the in the Northwest 1/4, of the Northeast 1/4 Section 6, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and being further described as follows:

BASIS OF BEARING:

The North line of said Northwest 1/4, of the Northeast 1/4, derived from found monuments and taken as S89°47'28"E with the distance between monuments found to be 1324.50 feet.

BEGINNING at a point on the North line of the Northwest 1/4, of the Northeast 1/4 Section 6, Township 3 North, Range 1 East, Boise Meridian from which the from which the East 1/16 corner of said section 6 bears South 85°47'28" East a distance of 493.86 feet.

Thence leaving said North line, South 00°16'42" West, a distance of 252.69 feet;

Thence North 89°42'02" West, a distance of 192.00 feet;

Thence North 00°30'53" East to a point on said North line, a distance of 252.39 feet;

Thence along said North line South 89°47'28" East, a distance of 190.96 feet to the **POINT OF BEGINNING.**

Said Parcel containing 48,356 square feet or 1.11 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687

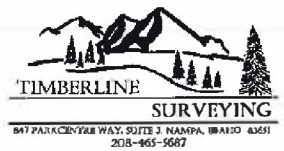
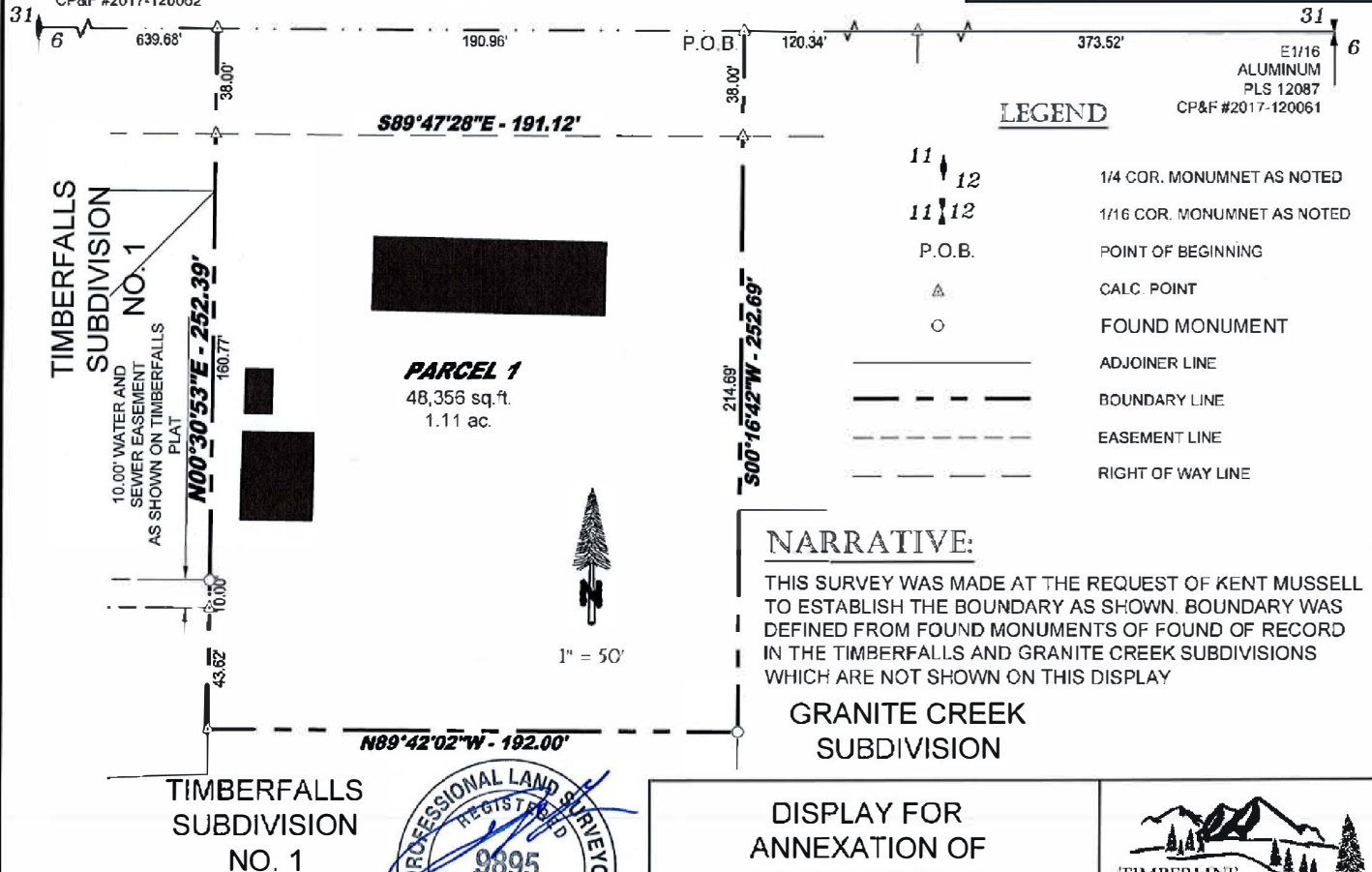


U:\TS-23\ADA\23013 - MUSSELL -USTICK-LOCUST GROVE\survey\LEGALS\23013 - MUSSELL
ANNEXATION.rtf

N1/4
BRASS CAP
PLS 12087
CP&F #2017-120062

USTICK ROAD
84673100 BEARING

A PORTION OF NORTHWEST 1/4 OF THE NORTHEAST
1/4 OF SECTION 6, TOWNSHIP 3 NORTH,
RANGE 1 EAST, B.M., ADA COUNTY, IDAHO

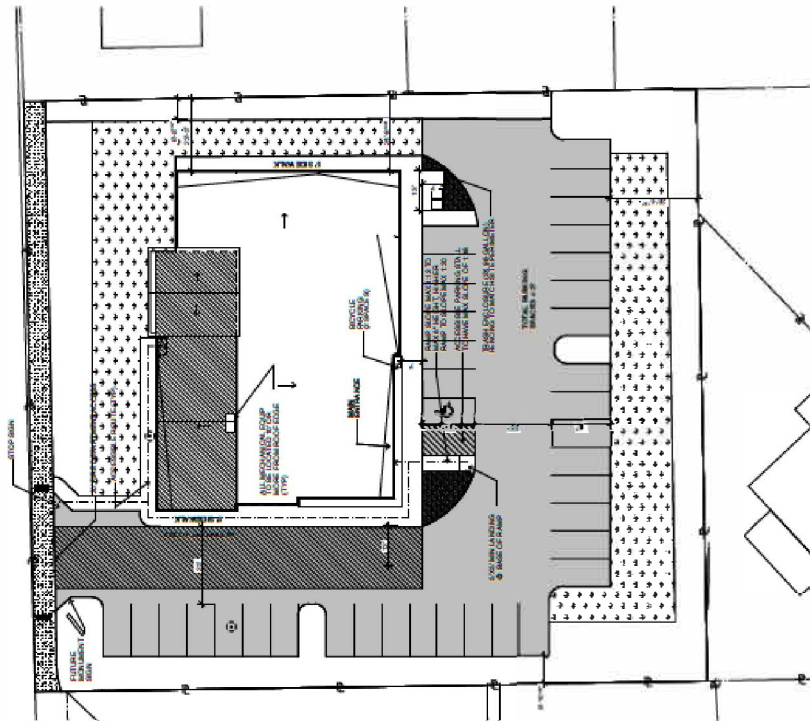


FILE: 23013 - MUSSELL- USTICK 4-6-2023.dwg

965 USTICK ROAD,
MERIDIAN, ID
WORKING DRAWINGS
965 E. USTICK RD. MERIDIAN ID
DESIGN
• BOB SEIDMAN •
• R I E N T E D P R O J E C T S •
BOB SEIDMAN • PHONE: 208.315.1967 •
www.nthwofarch.com

A2

DATE: 1/24/25



SITE PLAN



SITE LOCATION

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Key	Qty	Botanical Name	Common Name
Trees - 7 DECIDUOUS			
	ARJ 3	Acer x Freemanii 'Jefferson' (Autumn Blaze®)	JEFFERSONED (AUTUMN BLAZE®) FREEMAN MAPLE
	YES 8	Malus x Spring Snow	SPRING SNOW FLOWERING CRABAPPLE
	PLC 9	Pyrus cydonia 'Chancellor'	CHANCELLOR CALLERY PEAR
Shrubs - 3 GALLON			
	GES 40	Cornus alba 'Bairdii' (Very Hot®)	BALHULO (VORT HULO®) WHITE DOGWOOD
	TRA 26	Phragmites australis 'Compton'	COMPTON'S PRAIRIE REED
	UBJ 20	Hydrangea paniculata 'Linea gold' (ZZ330), ddr394 (Proven Winner)	LITTLE LIME HARDY HYDRANGEA (Proven Winner)
	PIN 29	Yucca elata 'Rooftop'	DIAMANT YUCCA PINE
Perennials - 1 GALLON			
	GRF 7	Calamagrostis x acutiflora Karl Foerster	KARL FOERSTER FEATHER REED GRASS
	HSD 4	Hemerocallis Stella Maris®	STELLA MARIS DAYLILY
	LAV 12	Salvia angustifolia 'Purshae'	MUNSTED ENGLISH LAVENDER
	MB 10	Muhlenbergia tenuis	HABENSTRA GRASS

NOTED THE LOCATION OF PLANT MATERIAL AND LANDSCAPE ELEMENTS IS APPROPRIATE. THE CONTRACTOR WILL BE DETERMINING THE OPTIMAL LAYOUT OF THE PLANTING BEDS AND PLACEMENT OF PLANT MATERIAL PLANT QUALITIES FOR (IF REQUIRED) IF THE PLANT SELECTION IS AVAILABLE.

LANDSCAPE SPECIFICATIONS

- [illegible]

CITY OF MERIDIAN LANDSCAPE REQUIREMENTS	
Street Landscape Buffers	
NEEDS ADDRESS	1. Minimum width of street landscape buffer shall be 10 feet for all streets, except for streets with a width of 10 feet or less, which shall be 5 feet. 2. Minimum width of street landscape buffer shall be 10 feet for all streets, except for streets with a width of 10 feet or less, which shall be 5 feet.
UNDESIRABLE USE	1. No parking spaces, drive aisles, or other paved areas shall be located within the street landscape buffer. 2. No structures, signs, or other obstructions shall be located within the street landscape buffer.
DESIRABLE USE	1. Plantings, including trees, shrubs, and groundcover, shall be installed within the street landscape buffer. 2. Plantings shall be installed in a manner that does not obstruct the view of the street.
Private Landscape Buffers	
NEEDS ADDRESS	1. Minimum width of private landscape buffer shall be 10 feet for all properties, except for properties with a width of 10 feet or less, which shall be 5 feet. 2. Minimum width of private landscape buffer shall be 10 feet for all properties, except for properties with a width of 10 feet or less, which shall be 5 feet.
UNDESIRABLE USE	1. No parking spaces, drive aisles, or other paved areas shall be located within the private landscape buffer. 2. No structures, signs, or other obstructions shall be located within the private landscape buffer.
DESIRABLE USE	1. Plantings, including trees, shrubs, and groundcover, shall be installed within the private landscape buffer. 2. Plantings shall be installed in a manner that does not obstruct the view of the street.
Parking Lot Landscaping	
NEEDS ADDRESS	1. Minimum width of parking lot landscape buffer shall be 10 feet for all parking lots, except for parking lots with a width of 10 feet or less, which shall be 5 feet. 2. Minimum width of parking lot landscape buffer shall be 10 feet for all parking lots, except for parking lots with a width of 10 feet or less, which shall be 5 feet.
UNDESIRABLE USE	1. No parking spaces, drive aisles, or other paved areas shall be located within the parking lot landscape buffer. 2. No structures, signs, or other obstructions shall be located within the parking lot landscape buffer.
DESIRABLE USE	1. Plantings, including trees, shrubs, and groundcover, shall be installed within the parking lot landscape buffer. 2. Plantings shall be installed in a manner that does not obstruct the view of the street.
Turfgrass	
NEEDS ADDRESS	1. Minimum width of turfgrass buffer shall be 10 feet for all properties, except for properties with a width of 10 feet or less, which shall be 5 feet. 2. Minimum width of turfgrass buffer shall be 10 feet for all properties, except for properties with a width of 10 feet or less, which shall be 5 feet.
UNDESIRABLE USE	1. No parking spaces, drive aisles, or other paved areas shall be located within the turfgrass buffer. 2. No structures, signs, or other obstructions shall be located within the turfgrass buffer.
DESIRABLE USE	1. Plantings, including trees, shrubs, and groundcover, shall be installed within the turfgrass buffer. 2. Plantings shall be installed in a manner that does not obstruct the view of the street.

TECH ANALYST	SPECIES	SIZE	NOTES
1	Blue	200	To be removed due to compromised building
2	Blue	100	To be removed due to compromised building
3	Maroon	100	To be removed due to compromised building
4	Orange	200	To be removed due to compromised building
5	Blue	125	To be removed due to compromised building
6	Blue	100	Healthy - Prudent and Protected
7	Blue	100	Healthy - Prudent and Protected
8	Blue	100	To be removed due to compromised building
9	Blue	100	Healthy - Prudent and Protected
10	Blue	100	Healthy - Prudent and Protected
11	Blue	100	Healthy - Prudent and Protected
12	Blue	100	Healthy - Prudent and Protected
13	Blue	100	Healthy - Prudent and Protected
14	Blue	100	Healthy - Prudent and Protected
15	Blue	100	Healthy - Prudent and Protected
16	Blue	100	Healthy - Prudent and Protected
17	Blue	100	Healthy - Prudent and Protected
18	Blue	100	Healthy - Prudent and Protected
19	Blue	100	Healthy - Prudent and Protected
20	Blue	100	Healthy - Prudent and Protected
21	Blue	100	Healthy - Prudent and Protected
22	Blue	100	Healthy - Prudent and Protected
23	Blue	100	Healthy - Prudent and Protected
24	Blue	100	Healthy - Prudent and Protected
25	Blue	100	Healthy - Prudent and Protected
26	Blue	100	Healthy - Prudent and Protected
27	Blue	100	Healthy - Prudent and Protected
28	Blue	100	Healthy - Prudent and Protected
29	Blue	100	Healthy - Prudent and Protected
30	Blue	100	Healthy - Prudent and Protected
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45	Blue	100	Healthy - Prudent and Protected
46	Blue	100	Healthy - Prudent and Protected
47	Blue	100	Healthy - Prudent and Protected
48	Blue	100	Healthy - Prudent and Protected
49	Blue	100	Healthy - Prudent and Protected
50	Blue	100	Healthy - Prudent and Protected

PRIVACY FENCE—SEE 4. WEEDS AND SOIL/CLIMATE FOR MORE DETAIL.



4



Lindsay Mae
DESIGNS

(200) 46-7346
Indsoymaodesigns.com
linda@lindaoymaodesigns.com



Know what's below.
Call before you dig.

PATHWAYS PROJECT

LANDSCAPE PLAN

985 USTICK RD.
MERIDIAN ID 83645

1630

LR

UR

252

1

DENSITY:

L1-1

D. Conceptual Building Elevation Perspectives



VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

1. Annexation & Zoning

A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.

Currently, a fee of \$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 date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the Annexation request. The DA shall, at minimum, incorporate the following provisions:

- a. The existing structure shall connect to City water and sewer service within 60 days of annexation and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
- b. Future development of this site shall be generally consistent with the conceptual site and landscape plans and building perspectives included in Section VII and the provisions contained herein.
- c. Future development of the property shall comply with the dimensional standards for the L-O (Limited Office) zoning district listed in UDC Table 11-2B-3.
- d. Future use of the site is limited to office uses (i.e. professional services and healthcare or social services as defined in UDC 11-1A-1 and as allowed in UDC Table 11-2B-2) in accordance with the Comprehensive Plan for properties with a residential Comprehensive Plan designation; no ancillary commercial uses shall be permitted.
- e. A reduced buffer width to residential uses is allowed from 20-feet to 8-feet 10-inches ~~if~~ as approved by City Council as set forth in accord with UDC 11-3B-9C.2. The buffer shall contain landscaping in accord with the standards listed in UDC 11-3B-9C.
- f. Business hours of operation shall be limited to the hours between 6:00 am and 10:00 pm as set forth in UDC 11-2B-3B for the L-O zoning district.
- g. A Certificate of Zoning Compliance application shall be submitted for the change in use and expansion of the site that complies with all UDC conditions and the provisions contained herein.
- h. A Design Review application shall be submitted for the proposed addition to the existing structure that demonstrates compliance with the design standards listed in the Architectural Standards Manual. New construction must share at least three similar accent materials, field materials, or other architectural feature of a building within 150-feet of the property (ASM Goal 1.2B).

IX. FINDINGS

A. Annexation (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 City Council finds the proposed map amendment to the L-O zoning district for office uses only is consistent with the Comprehensive Plan as noted in Section V.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
The City Council finds the map amendment and associated development is consistent with the regulations outlined for the district and the purpose statement of the commercial districts in that it provides for the service needs of the community.
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 office use(s) should be compatible with adjacent existing residential uses in the vicinity.
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 water and sewer service is available to be extended to this development. The proposed map amendment shouldn't result in adverse impact upon the delivery of services by any political subdivision providing public services within the City as noted.
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.