

## DEVELOPMENT AGREEMENT

**PARTIES:** 1. **City of Meridian**  
2. **Kelly G. Fulfer and Brenda M. Fulfer, Trustees of The Kelly & Brenda Fulfer Trust, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, 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 **Kelly G. Fulfer and Brenda M. Fulfer, Trustees of The Kelly and Brenda Fulfer Trust**, whose address is 2350 W. McMillan Road, Meridian, Idaho 83646, hereinafter called “**OWNER/DEVELOPER**.”

### 1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a 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, hereinafter referred to as the “**Property**;” and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the 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 and the modification of development agreements; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement (Kelly Creek Subdivision AZ-03-013) recorded on October 24, 2003 in Ada County, Idaho as Instrument #103181095, and for the inclusion of the Property into this new Agreement, 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 duly noticed public hearings before 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 development agreement modification held before 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 6<sup>th</sup> of January, 2026, 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**, Owner/Developer deems 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
- 1.9 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement (Kelly Creek Subdivision AZ-03-013) recorded on October 24, 2003 in Ada County, Idaho as Instrument #103181095 and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement, the following words, terms and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
  - 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
  - 3.2 **OWNER/DEVELOPER:** means and refers to **Kelly G. Fulfer and Brenda M. Fulfer, Trustees of The Kelly & Brenda Fulfer Trust**, whose address is 2350 W. McMillan Rd., Meridian, Idaho 83646, the party that owns said Property and shall include any subsequent owner(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel of Property located in the County of Ada, City of Meridian as described in **Exhibit “A”** describing a parcel to be removed from existing Development Agreement (Kelly Creek Subdivision AZ-03-013) recorded on October 24, 2003 in Ada County, Idaho as Instrument #103181095, with such parcel being bound by this new Agreement, which **Exhibit “A”** is 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 as permitted, conditional and/or accessory uses 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 substantially consistent with the site plan, landscape plan, and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
- b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
- c. A Certificate of Zoning Compliance and Design Review application(s) shall be submitted and approved prior to submittal of building permit applications for this site.
- d. All existing structures shall be removed from the property prior to issuance of the first building permit.
- e. Hours of operation shall be restricted from 6:00 a.m. to 11:00 p.m. for the entire development.
- f. Comply with the specific use standards for a Self-Service Storage Facility and for all prospective uses going into the multi-tenant commercial buildings in UDC 11-4-3.
- g. A short plat application shall be submitted after the approval of the building permits to condo the storage buildings. Certificate of Occupancy will not be issued until the short plat application has been finalized.

- h. The Owner/Developer shall install more mature landscaping in the form of 6-inch caliper deciduous trees and 8-foot-tall coniferous trees that allows trees to touch within five (5) years of planting in the landscape buffer adjacent to the existing residential.
- i. The multi-tenant commercial portion of the site is allowed to develop with all the uses listed in UDC 11-2B-2 except for the following: Drive Throughs, Restaurants, Self-Service Storage, and Indoor Arts, Entertainment, and Recreation Facilities.

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's 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 actions 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 § 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 the 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 ordinance or policy, notify the City Engineer and request the City Engineer’s inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance 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.

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 agrees to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if 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 agrees 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:

<p><b>CITY:</b>  City Clerk  City of Meridian  33 E. Broadway Ave.  Meridian, Idaho 83642</p>	<p>with copy to:  City Attorney  City of Meridian  33 E. Broadway Ave.  Meridian, Idaho 83642</p>
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**OWNER/DEVELOPER:**  
Kelly G. Fulfer and Brenda M. Fulfer, Trustees of The Kelly and Brenda Fulfer Trust  
2350 W. McMillan Road  
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/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, has determined that Owner/Developer has fully performed its 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 reasonable in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **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.

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 the 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:

OWNER/DEVELOPER:

[Signature]  
Kelly G. Fulfer, Trustee of  
The Kelly and Brenda Fulfer Trust

[Signature]  
Brenda M. Fulfer, Trustee of  
The Kelly and Brenda Fulfer Trust

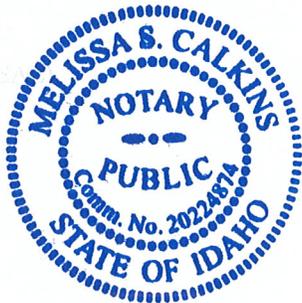
State of Idaho )

: ss:

County of Ada )

On this 3 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kelly G. Fulfer**, known or identified to me to be the **Trustee of The Kelly and Brenda Fulfer Trust** 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.



[Signature]  
Notary Public  
My Commission Expires: 10/26/2028

State of Idaho )

: ss:

County of Ada )

On this 3 day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brenda M. Fulfer**, known or identified to me to be the **Trustee of The Kelly and Brenda Fulfer Trust** 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.



[Signature]  
Notary Public  
My Commission Expires: 10/26/2028

**CITY OF MERIDIAN**

ATTEST:

By: \_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk

State of Idaho    )  
                                  : ss  
County of Ada        )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, 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 FULFER KELLY & BRENDA TRUST PARCEL "A"

A parcel of land located in the SW1/4 of the SE1/4 of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being further described as follows:

### **BASIS OF BEARING:**

*The South line of the SE1/4 of said Section 26, derived from found monuments and taken as North 89°28'35" West with the distance between monuments found to be 2625.50 feet.*

**COMMENCING** at a brass cap monument marking the Southwest corner of said SE1/4; Thence, along said South line South 89°28'35" East a distance of 700.50 feet; Thence, leaving said South line, North 00°32'14" East a distance of 30.00 feet to a 5/8-inch rebar on the North right-of-way line of West McMillan Road and marking the **POINT OF BEGINNING**;

Thence, along said North right-of-way line, North 89°28'35" West a distance of 700.45 feet to a 5/8-inch rebar marking the Southeast corner of Fulfer Subdivision No. 3 as recorded in the official records of Ada County in Plat Book 92 at Page 10888;

Thence, leaving said North right-of-way line and along the East line of said Fulfer Subdivision No. 3, North 00°38'11" East a distance of 320.00 feet to a 5/8-inch rebar marking the Southwest corner of Fulfer Subdivision No. 4 as recorded in the official records of Ada County in Plat Book 92 at Page 10985;

Thence, leaving said East line and along the boundary of said Fulfer Subdivision No. 4 the following 3 courses, South 89°22'14" East a distance of 269.96 feet;

Thence, North 80°37'46" East a distance of 436.44 feet to a 5/8-inch rebar;

Thence, South 00°32'14" West a distance of 215.81 feet to a 1/2-inch rebar;

Thence, leaving said Fulfer Subdivision No. 4 boundary and continuing, South 00°32'14" West a distance of 178.68 feet to the **POINT OF BEGINNING**.

Said Parcel containing 239,893 square feet or 5.51 acres, more or less and is subject to all existing easements and/or rights-of-ways of record or implied.

END OF DESCRIPTION.

Kevin N. Sorensen, P.L.S. 11120  
Timberline Surveying  
316 S. Kimball Ave., Suite 207  
Caldwell, Idaho 83605  
(208) 465-5687



FULFERSUBDIVISION No. 3  
BOOK 92, PAGE 10888-92  
N00°38'11"E - 320.00'

FULFERSUBDIVISION No. 4  
BOOK 92, PAGE 10985-87

FULFERSUBDIVISION No. 4  
BOOK 92, PAGE 10985-87

S89°22'14"E - 269.96'

N80°37'46"E - 436.44'  
351.11'

85.33'

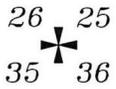
UNREADABLE

PLS 8575

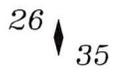
NO CAP

NO CAP

### LEGEND



SECTION COR. MONUMENT AS NOTED



1/4 COR. MONUMENT AS NOTED



FOUND 1/2" REBAR AS NOTED



FOUND 5/8" REBAR AS NOTED



CALC POINT



BOUNDARY LINE



SECTION LINE



TIE LINE

**PARCEL A**  
S0426438550  
KELLY & BRENDA  
FULFER TRUST  
239,893 sq.ft.  
5.51 ac.



19.98'  
UNREADABLE  
UNREADABLE

195.83'  
S00°32'14"W - 394.49'

178.68'

PLS 11120  
N00°32'14"E  
30.00'  
1925.00'  
26  
25  
35  
36  
S.E. SEC. COR.  
FOUND 3" BRASS CAP, PLS 7880  
CP&F #2016-048141

S88°36'43"W 0.20'  
TO CORNER  
PLS 8260  
N00°38'11"E  
30.00'  
26  
35  
S. 1/4 COR.  
FOUND 3.5" BRASS  
CAP, PLS 7015  
CP&F #113099207

N89°28'35"W - 700.45'

S89°28'35"E - 2625.50'

**BASIS OF BEARING  
W. McMILLAN ROAD**



1" = 80'

**DISPLAY FOR RE-ZONE EXHIBIT "A"**  
A PORTION OF THE S.W. 1/4, OF THE S.E. 1/4,  
OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M.,  
CITY OF MERIDIAN, ADA COUNTY, IDAHO  
-2025-  
FILE: 25001 - PES - 2350 McMILLIAN RD ANNEXATION DISPLAY.dwg



# EXHIBIT B

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



**In the Matter of the Request for a comprehensive plan map amendment to change the future land use designation from Office to Commercial; Rezone from the L-O zoning to the C-C zoning across 5.99 acres of land; A development agreement modification to remove the property from the current DA to create a new DA that includes a new concept plan and elevations; and a conditional use permit for a Self Service Storage facility in the C-C zoning district., by Mary Wall.**

**Case No(s). H-2025-0035**

**For the City Council Hearing Date of: December 9<sup>th</sup>, 2025 (Findings on January 6<sup>th</sup>, 2025)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of December 9<sup>th</sup>, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of December 9<sup>th</sup>, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of December 9<sup>th</sup>, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of January 6<sup>th</sup>, 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 December 9<sup>th</sup>, 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 Comprehensive Plan Map Amendment, Rezone, Conditional Use Permit, and Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of December 9<sup>th</sup>, 2025, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Conditional Use Permit Duration

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

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

##### Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of December 9<sup>th</sup>, 2025.

By action of the City Council at its regular meeting held on the 6th day of January, 2026.

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

  
\_\_\_\_\_  
Mayor Robert E. Simison 1-6-2026

Attest:

  
\_\_\_\_\_  
Chris Johnson 1-6-2026  
City Clerk



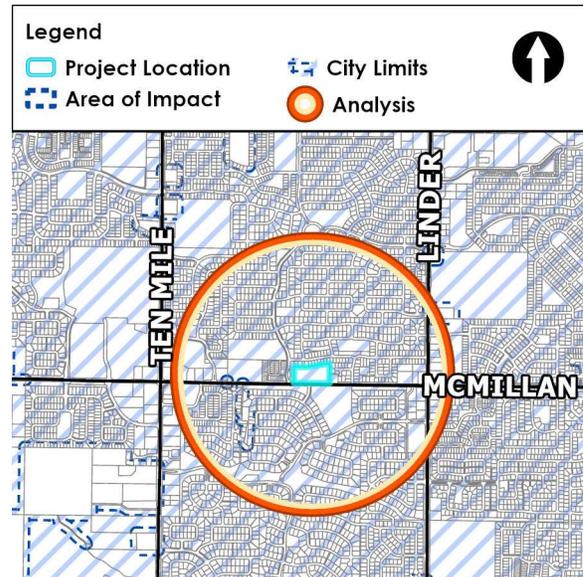
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  \_\_\_\_\_ Dated: 1-6-2026  
City Clerk's Office

**COMMUNITY DEVELOPMENT  
DEPARTMENT REPORT**



HEARING DATE: 12/9/2025  
TO: Mayor & City Council  
FROM: Nick Napoli, Associate Planner  
208-884-5533  
nnapoli@meridiancity.org  
APPLICANT: Mary Wall  
SUBJECT: H-2025-0035  
Meridian Luxe  
LOCATION: Located at 2350 W. McMillan Road in the SW ¼ of the SE ¼ of Section 26, T.4N., R.1W.



**I. PROJECT OVERVIEW**

**A. Summary**

The applicant requests a comprehensive plan map amendment to change the future land use designation from Office to Commercial; Rezone from the L-O zoning to the C-C zoning across 5.99 acres of land; A development agreement modification to remove the property from the current DA to create a new DA that includes a new concept plan and elevations; and a conditional use permit for a Self Service Storage facility in the C-C zoning district.

**B. Issues/Waivers**

- While staff is supportive of the revised site plan, concerns remain regarding the adequacy of parking for the commercial spaces. The applicant has proposed 55 parking spaces, which exceeds the minimum requirements of the UDC; however, with 18 commercial tenant spaces, this equates to only three spaces per tenant, potentially insufficient for higher intensity uses. The Applicant has indicated that the intention is for the majority of the tenant spaces to be Flex Space, but no users or uses have been confirmed for the development. The Planning and Zoning Commission and City Council shall evaluate whether the parking is adequate for the proposed development.
- The Applicant seeks City Council waiver to the access point off of McMillan Road. ACHD is supportive of this access point and has required it to align with N. Palatine Way on the south side of McMillan Road.

**C. Recommendation**

Staff: Approval with a Development Agreement and Conditions.

Planning and Zoning Commission: Approval

**D. Decision**

City Council: Approval

**COMMUNITY METRICS**

**Table 1: Land Use**

<b>Description</b>	<b>Details</b>	<b>Map Ref.</b>
Existing Land Use(s)	Residential	-
Proposed Land Use(s)	Multi-tenant Commercial and Self-Service, Storage	-
Existing Zoning	L-O	<a href="#">VII.A.2</a>
Proposed Zoning	C-C	
Adopted FLUM Designation	Office	<a href="#">VII.A.3</a>
Proposed FLUM Designation	Commercial	

**Table 2: Process Facts**

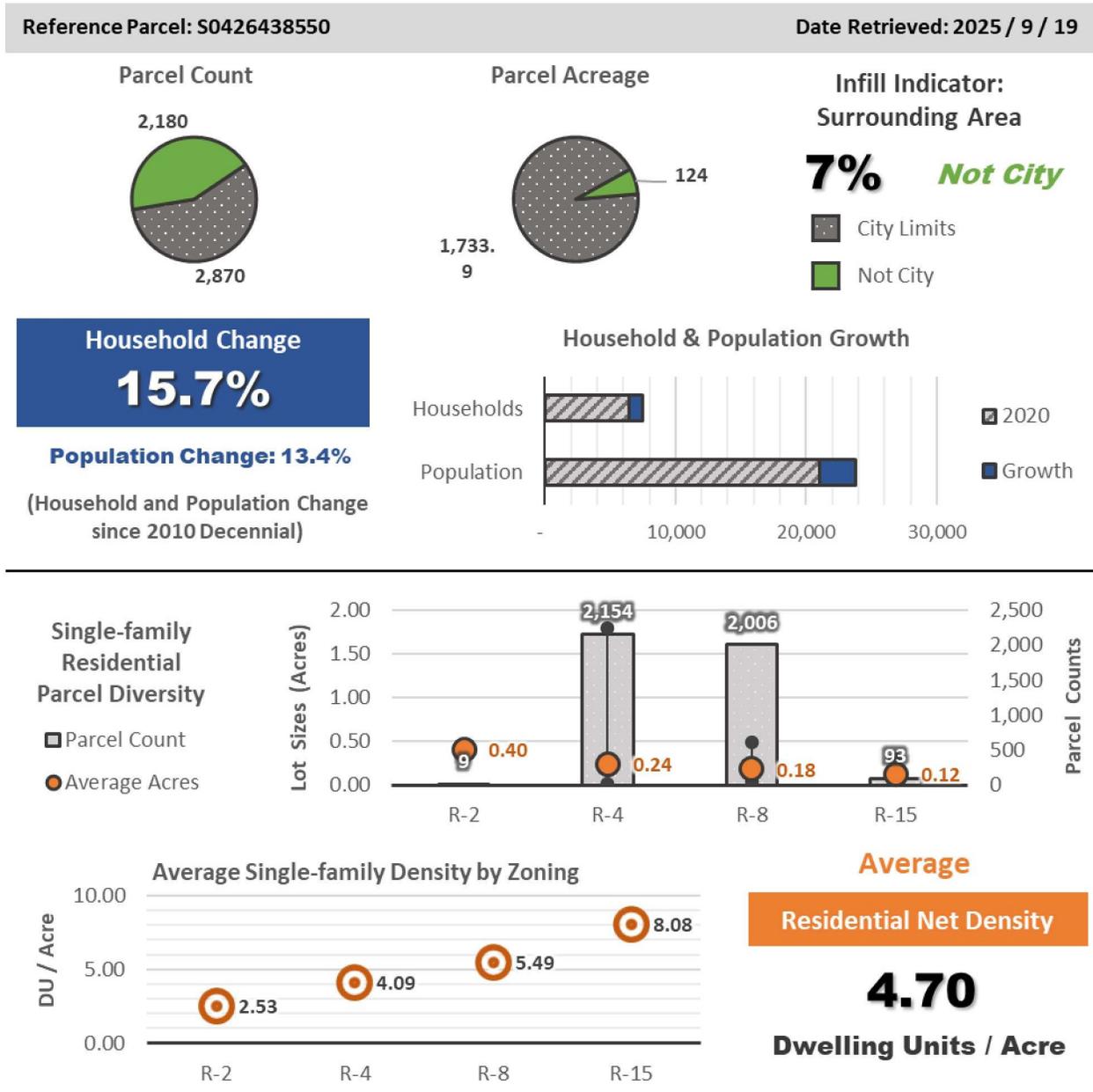
<b>Description</b>	<b>Details</b>
Preapplication Meeting date	4/29/2025
Neighborhood Meeting	4/28/2025
Site posting date	10/22/2025

**Table 3: Community Metrics**

<b>Agency / Element</b>	<b>Description / Issue</b>	<b>Reference</b>
Ada County Highway District		<a href="#">IV.C</a>
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	McMillan Road: Arterial Street	-
• Traffic Level of Service	McMillan Road: Better than “E”	-
ITD Comments Received	Yes; No Comment	<b>Error!</b> <b>Reference source not found.</b>
Meridian Fire		<b>Error!</b> <b>Reference source not found.</b>
• Distance to Station	0.8 miles; Station #5	
• Response Time	5 minutes	
Meridian Public Works Wastewater		<a href="#">IV.B</a>
• Distance to Mainline	Sewer Available at Site	
• Impacts or Concerns	See Public Works Site Specific Conditions	
Meridian Public Works Water		<a href="#">IV.B</a>
• Distance to Mainline	Water 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: One-Mile Radius Existing Condition Metrics**



**Figure 2: ACHD Summary Metrics**

**Level of Service Planning Thresholds**

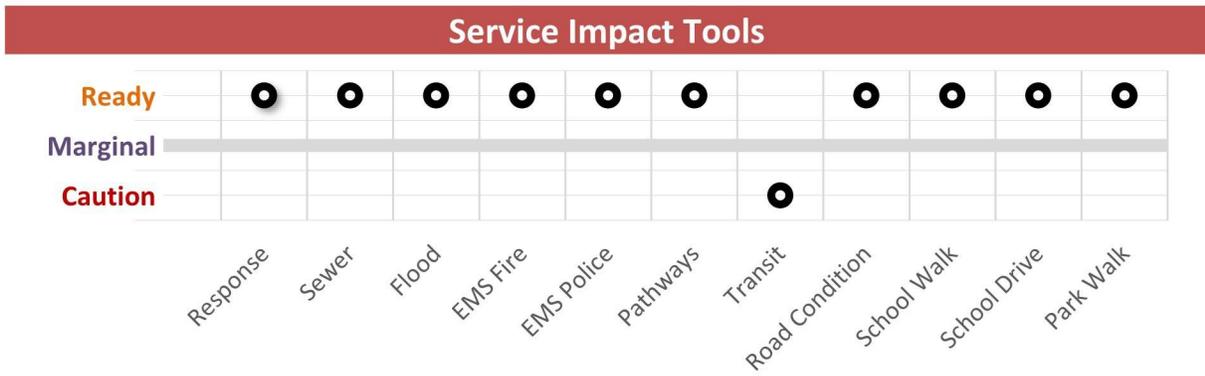
**1. Condition of Area Roadways**

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
* McMillan Road	700-feet	Minor Arterial	598	Better than "E"

\* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH).

**Figure 3: Service Impact Summary**



**STAFF ANALYSIS**

Comprehensive Plan and Unified Development Code (UDC)

**A. General Overview**

III.

The subject property falls within the office Future Land Use Map (FLUM) designation of the comprehensive plan. However, the applicant requests an amendment to the comprehensive plan to redesignate the subject property as commercial and rezone it to the C-C zoning district.

The comprehensive plan defines the office land use designation as low-impact business areas. The uses allowed in this include professional offices, technology and resource centers; ancillary commercial uses may also be considered. In developments where multiple office buildings are proposed, the buildings should be arranged to create some form of common area, such as a plaza or green space.

The comprehensive plan defines the commercial land use designation as a full range of uses that serve area residents and visitors. Desired uses include retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses. Multi-family residential may be allowed in some cases, but should be careful to promote a high quality of life.

According to the applicant’s narrative, the demand for office space in the Treasure Valley has changed significantly since the property was given L-O zoning in 2003. This limits the viable development opportunities available in the office FLUM designation. Due to this, the applicant is requesting that the land use be changed from office to commercial.

The concept plan proposes eighteen (18) commercial multi-tenant units across four (4) buildings and forty-one (41) privately owned storage condos (self-service, storage facility) across five (5) buildings. The applicant believes that the Treasure Valley continues to experience demand for retail, flex space, and storage, which are the main uses proposed for the site. By changing the FLUM and Zoning designations, the applicant believes it will be more flexible, allowing the developer to accommodate the changing commercial real estate trends in the Treasure Valley.

In addition, the narrative discusses that the neighbors' primary concern is traffic and that the layout of the site will minimize the impacts to the neighbors while also blending in with the commercial character of the McMillan corridor. ACHD anticipates seventy-seven (77) trips per day for storage and fifty-five (55) for the multi-tenant commercial. The total anticipated trip generation is approximately 132 trips per day, which is adequate according to ACHD’s standards.

The initial plan that was brought to the city was entirely storage, which staff was not in favor of due to no employment being created. However, through several rounds of revisions the applicant proposed a mix of multi-tenant commercial units and self-service storage which provides more opportunity for employment to generated within the development.

**Table 4: Project Overview**

<b>Description</b>	<b>Details</b>
History	AZ-03-13; DA Inst #103181095; PBA-2025-0008
Phasing Plan	One (1) Phase
Physical Features	An irrigation line for the Kelly Creek Subdivision runs on the west boundary of the site. In addition, the Kelly Creek pump station will be required to remain on the site which the applicant has indicated will be the case.
Acreage	5.99 Acres

## B. History

The subject property was annexed as a part of Kelly Creek Subdivision in 2003. The property was given the L-O zoning consistent with the FLUM designation. However, the property was not included in the plat for Kelly Creek Subdivision and has remained as a residential use. A property boundary adjustment was completed earlier in 2025 to consolidate an illegal parcel that was created at some point through the county.

## C. Site Development and Use Analysis

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

If approved, the six (6) existing residential structures shall be removed, and the well and septic system abandoned in accord with the UDC.

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

The applicant is requesting a modification to the Comprehensive Plan FLUM designation from office to commercial and seeks a rezone with Community Business District (C-C) zoning. According to the applicant's narrative, the property would be developed as eighteen (18) commercial multi-tenant units and forty-one (41) storage condos (self-service, storage). The applicant has indicated that the primary use for the buildings is intended to be Flex Space; however, the C-C zoning district allows for others uses as well that could occupy the tenant spaces. The applicant also proposes to sell the storage units as individual condominium units, requiring the submission of a short plat application after the first building permit is issued by the city.

Due to the proximity to residential areas, the hours of operation will be restricted to 6 am to 11 pm for both uses.

Currently, the Office designation does not permit storage use or retail commercial use such as those proposed. However, a change to the Commercial designation would allow development under the C-C zoning. The applicant asserts the C-C zone is compatible with adjacent residential and will provide a variety of neighborhood-serving uses to the area. Staff concurs, noting the proposed concept plan aligns with the intended neighborhood serving uses envisioned in the area while also incorporating storage. Additionally, while the proposed use does not provide a large amount of employment, it is providing employment and a relatively low-impact use in the area. As mentioned above, the applicant intends for the majority of the multi-tenant commercial units to be used as Flex Space for users needing office space and warehousing. However, concerns persist with the amount of parking for the multi-tenant commercial section of the development. **As a result, staff is recommending the following uses be restricted to prevent parking from overflowing into the neighboring residential area: Restaurants, Drive Throughs, Indoor Arts, Entertainment, and Recreation Facilities.**

As mentioned above, the applicant indicated that the neighbor's main concern was traffic in the area. The proposed uses are estimated to have 132 vehicle trips per day, according to ACHD, which is significantly below the threshold that would trigger a traffic impact study.

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

The proposed plat and subsequent development is required to comply with the dimensional standards listed in UDC Table 11-2B-3 for the C-C zoning district. There is no minimum front, rear or interior side setbacks required in the C-C district; however, required street landscape buffers act as a setback where applicable as building encroachment within buffers is not allowed. Additionally, where adjacent to existing residential, a twenty-five (25) foot

landscape buffer acting as a setback is required. *The proposed development complies with the minimum standards.*

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 with a combination of the buildings that will screen the storage. However, the proposed fencing shall be revised to be closed vision and it shall be placed along the perimeter where buildings are not present. In addition, staff is recommending the applicant provide a four (4) foot berm with a barrier that allows trees to touch within five (5) years of planting.*

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 shall 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 has provided a twenty-five (25) foot landscape buffer to all residential uses in compliance with this standard. However, staff is recommending the applicant provide a four (4) foot berm with a barrier that allows trees to touch within five (5) years of planting.*

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.*

UDC 11-4-3-18: Flex Space

a. Office and/or retail showroom areas shall comprise a minimum of thirty (30) percent of the structure and/or tenant space in the C-C zoning district.

*The applicant will comply with this standard.*

b. Light industry and warehousing shall not comprise more than seventy (70) percent of the tenant space in the C-C zoning district.

*The applicant will comply with this standard.*

c. In the C-C, C-G and M-E Districts, roll-up doors and loading docks shall not be visible from a public street.

*Roll-up doors or loading docks are not visible from any public street.*

d. Retail use shall not exceed twenty-five (25) percent of leasable area in any tenant space.

*The applicant will comply with this standard.*

e. At a minimum, one (1) parking space shall be provided for every one thousand (1,000) square feet of gross floor area.

*The applicant has provided parking to meet the commercial parking standards of one (1) space every five hundred (500) square feet of gross floor area. This is primarily due to the variety of uses that will be able to occupy these spaces and all of them may not be Flex Space.*

**D. 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 buildings on the southern portion of the site exceeds the 30% building frontage requirement.

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

i. Landscape buffers along streets

A 25-foot wide street buffer is required along W. McMillan Road, an arterial street. This buffer shall be landscaped per the standards in UDC 11-2B-3. *The concept plan shows the required landscape buffer along W. McMillan Road meeting this requirement. The landscaping will be evaluated with the certificate of zoning compliance and shall be landscaped per UDC 11-3B-7C.*

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 meets the minimum requirements. The western parking landscape shall be dimensioned with the submittal of the certificate of zoning compliance application.*

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 subject property is bordered by residential to the east and north, which necessitates a twenty-five (25) foot landscape buffer to the adjacent residences. The applicant has provided the twenty-five (25) foot buffer meeting the requirements for the buffer width. The updated landscape plan does not meet the vegetation coverage requirement; however, staff will confirm this with the submittal of the certificate of zoning compliance application.*

*In addition, the applicant has provided a minimum of five (5) feet the western property boundary in compliance with this standard. Since the neighboring property to the west is a Kelly Creek HOA owned common lot, a twenty-five (25) foot landscape buffer is not required.*

***However, after inspecting the site and existing fencing along the north boundary of the site, staff has observed the existing fencing is approximately four (4) feet in height. As a result, staff is recommending the applicant install a four (4) foot berm with a barrier that allows trees to touch within five (5) years of planting.***

iv. Tree preservation

A Tree Mitigation Plan should be submitted with the Certificate of Zoning Compliance detailing all existing trees and methods of mitigation outlined by the City Arborist before any trees are to be removed as set forth in UDC 11-3B-10C.5.

*The applicant provided a tree mitigation plan that requires 280 caliper inches to be mitigated. The applicant is proposing to add an additional 69 trees for the site landscaping. However, this does not account for the entire 280 caliper inches that is required by code. The applicant shall plant additional trees to meet the 280 caliper inches or apply for alternative compliance with a proposal that is equal to or better than planting the adequate number of trees required for mitigation. This shall be revised with the submittal of the certificate of zoning compliance.*

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 buffers along W. McMillan Road.

vi. Pathway landscaping

Pathway landscaping shall comply with the requirements outlined in UDC 11-3B-12. The applicant must provide a landscape strip at least five (5) feet wide along both sides of the pathway. To enhance design flexibility, variations in the strip's width are encouraged to allow trees to be planted farther from the pathway, reducing the risk of root damage. However, the landscape strip must maintain a minimum width of two (2) feet to ensure proper pathway maintenance. The strips shall be landscaped with a combination of trees, shrubs, lawn, and/or other vegetative ground cover.

*The applicant is proposing two different pathways in the development, the first being the ten (10) foot multi-use pathway along McMillan Road and the second being the extension of the micro pathway on the east boundary of the site and connecting it to McMillan Road. The applicant is in compliance with these standards.*

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

i. Nonresidential parking analysis

Staff is analyzing the western portion of the site to the commercial parking standards and not Flex Space standards due to uncertainty of the types of users that will occupy the commercial multi-tenant portion of the site.

A minimum of one (1) off-street parking space is required per 500 square feet of gross floor area for the multi-tenant commercial portion of the site, as per the Unified Development Code (UDC). The applicant is proposing 24,336 square feet of commercial space, which necessitates a minimum of 49 parking spaces. The current site plan provides 55 parking spaces, thus exceeding the base UDC requirement.

However, staff remains concerned that the proposed parking supply may be insufficient to adequately serve the intended commercial uses. The plan includes eighteen (18) tenant spaces, which translates to an average of only three (3) parking spaces per tenant. This allocation may be adequate for low-intensity office or retail uses, but would be insufficient for more parking-intensive tenants, such as restaurants, drive-throughs, or indoor recreational uses, which typically require significantly more customer and employee parking.

**To help mitigate these concerns, staff recommends restricting the following high-intensity uses within this development: Restaurants, Drive-Throughs, and Indoor Arts, Entertainment, and Recreation Facilities. This approach will enhance the site's long-term viability by ensuring tenants have adequate access for both customers and employees.**

Self-service storage facilities require parking calculations only for the office/clubhouse portion of the development. As a result, the applicant is only required to provide on (1) parking stall to meet the UDC requirements. The applicant has provided two (2) parking stalls, exceeding this requirement.

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 depicted on the concept plan in compliance with these standards.

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 multi-tenant commercial buildings on the western boundary of the site with a mix of materials, which include EIFS, brick, metal panels, and glazing.

Additionally, the developer is proposing five (5) storage buildings on the eastern portion of the site with a mix of materials including EIFS, metal panels, glazing on end caps, and a brick veneer.

The applicant has worked with staff of the building elevations to make the commercial and storage buildings have an overall consistent design that will also integrate with the surrounding residential. 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 continue to work together on the elevations 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 in portions of the site around the proposed storage.. The applicant shall revise their plan to use closed vision fencing instead of open vision fencing and provide fencing along the perimeter of the storage where buildings are not present.. In addition, after inspecting the current conditions of the site, staff is recommending a four (4) foot berm with a barrier that allows trees to touch within five (5) years of planting on the north boundary of the site adjacent to the existing residential. The applicant shall include the revised fencing details with the submittal of the certificate of zoning compliance.*

## **E. 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 W. McMillan Road (an arterial street) through a single curb cut. The applicant has proposed to align the single access with N. Palatine Way on the south side of McMillan. In addition, the applicant will be extending LoLo Pass Way as a commercial drive aisle to connect with W. McMillan Road. This access point requires a council waiver, as UDC 11-3A-3 requires access points to collector and arterial roadways to be restricted. In addition, ACHD is supportive of this access point on McMillan Road and has required it to align with N. Palatine Way on the south side of McMillan Road.

ACHD has indicated that the proposed trip generation based on the proposed uses is 77 trips for the self-service storage and 54.45 trips per day for a strip retail plaza. This brings the estimated trip generation to approximately 132 trips per day. It is important to note that the applicant relayed that the largest concerns from the neighbors were traffic running through the existing subdivision (Kelly Creek). **With the estimated trips per day from ACHD, the Planning and Zoning Commission and City Council should carefully determine whether the proposed development is appropriate, given the trip generation and proximity to existing residences.**

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

The applicant proposes to extending the ten foot (10) multi-use pathway along McMillan to connect the existing pathways. This is consistent with the pathway master plan. However, ACHD requires the pathway to be parallel with the road and will not allow for it to meander. This shall be revised with the submittal of the certificate of zoning compliance application. In

addition, the applicant is proposing to connect a five-foot (5) Mirco pathway that was stubbed from the Kelly Creek Subdivision on the eastern boundary of the site to W. McMillan Road.

The applicant has provided a pedestrian connection throughout the site to allow for residents, customers, and employees to access the commercial multi-tenant portion of the site. 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. In addition, staff is recommending the sidewalk running north and south follow the proposed commercial drive aisle. This will require additional sidewalk to be installed on the curved portion on the north end of the site. This shall be revised with the submittal of the certificate of zoning compliance application.

#### F. Services Analysis

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

There is an existing irrigation ditch that was piped on the western property boundary. Additionally, the existing pump for Kelly Creek Subdivision is on the subject property and shall remain. 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 rezone of this property. Prior to approval of the rezone ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of rezone ordinance adoption, and the developer. **A certificate of zoning compliance application shall not be submitted until the DA and Ordinance is approved by City Council.**

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

- a. Future development of this site shall be substantially consistent with the site 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. All existing structures shall be removed from the property prior to issuance of the first building permit.
- e. Hours of operation shall be restricted from 6 am to 11 pm for the entire development.
- f. Comply with the specific use standards for a Self Service Storage Facility and for all prospective uses going into the multi-tenant commercial buildings in UDC 11-4-3.
- g. A short plat application shall be submitted after the approval of the building permits to condo the storage buildings. Certificate of Occupancy will not be issued until the short plat application has been finalized.
- h. The applicant shall install more mature landscaping in the form of 6-inch caliper deciduous trees and 8-foot-tall coniferous trees ~~a four (4) foot berm with a barrier~~ that allows trees to touch within five (5) years of planting in the landscape buffer adjacent to the existing residential.
- i. The multi-tenant commercial portion of the site is allowed to develop with all the uses listed in UDC 11-2B-2 except for the following: Drive Throughs, Restaurants, Self-Service Storage, and Indoor Arts, Entertainment, and Recreation Facilities.

**CONDITIONAL USE PERMIT**

1. Outdoor lighting shall comply with the standards listed in UDC 11-3A-11. Lighting details shall be submitted with the Certificate of Zoning Compliance application that demonstrates compliance with these standards.
2. The site and landscape plan shall be revised as follows prior to the submittal of the certificate of zoning compliance application:
  - Continue the pedestrian sidewalk along the commercial drive aisle along the curve on the northern portion of the site to make a more direct path for pedestrians.
  - Provide vegetation coverage calculations for the landscape buffers along streets and adjacent to the residential.

- The applicant shall install a four (4) foot berm and provide a barrier that allows trees to touch within five (5) years of planting in accord with UDC 11-3B-9.
  - Dimension the western parking lot landscaping buffer.
  - ~~— Revise the ten (10) foot multi-use pathway to eliminate the meander and make it straight per ACHD's conditions of approval.~~
  - Revise the fencing to provide eight (8) foot closed vision fencing along the perimeter of the storage area where the buildings are not present.
3. A Certificate of Zoning Compliance (CZC) and Design Review application shall be submitted and approved for the proposed wall prior to submitting a building permit application. The design of the site and structures shall comply with the standards listed in UDC 11-3A-19; the design standards listed in the Architectural Standards Manual.
  4. The applicant shall provide an updated landscape plan showing accurate tree mitigation for the 280 caliper inches that are being removed, or they shall apply for alternative compliance with equal to or greater than means of mitigation.
  5. The Applicant shall comply with all conditions of ACHD.
  6. Staff's failure to cite all relevant UDC requirements does not relieve the applicant from compliance.
  7. The conditional use permit is valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the Applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground as set forth in UDC 11-5B-6. A time extension may be requested as set forth in UDC 11-5B-6F.

**B. Meridian Public Works**

<b>Wastewater</b>	
<ul style="list-style-type: none"> <li>• Distance to Sewer Services</li> <li>• Sewer Shed</li> <li>• Estimated Project Sewer ERU's</li> <li>• WRRF Declining Balance</li> <li>• Project Consistent with WW Master Plan/Facility Plan</li> </ul>	<p>Available at Site</p> <p>See application</p> <p>Yes</p>
<ul style="list-style-type: none"> <li>• Impacts/concerns</li> </ul>	<ul style="list-style-type: none"> <li>• See Public Works Site Specific Conditions</li> </ul>
<b>Water</b>	
<ul style="list-style-type: none"> <li>• Distance to Water Services</li> <li>• Pressure Zone</li> <li>• Estimated Project Water ERU's</li> <li>• Water Quality</li> <li>• Project Consistent with Water Master Plan</li> <li>• Impacts/Concerns</li> </ul>	<p>Water Available at Site</p> <p>See application</p> <p>None</p> <p>Yes</p> <p>None -</p>

**NON-PLAT CONDITIONS**

**PUBLIC WORKS DEPARTMENT**

**Site Specific Conditions of Approval**

1. 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.

2. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement. Applicant is still responsible to meet all landscaping requirements and should coordinate with their planner if there are any questions. Sewer and water running in parallel require min 30ft easement. Sewer should be no less than 10ft from edge of easement.
3. Service lines must be 90 degrees to sewer main or connected at the manhole.
4. Sewer and water running in parallel require min 30ft easement. Sewer should be no less than 10ft from edge of easement.
5. Meters must be located within landscaped areas north of the building.
6. Stub at the Southeast corner of the site will be required to be abandoned if not used.
7. Fences/gates can cross city easements; however, no posts are allowed in easements so fence/gate must span the entire easement. Have a note stating this on the plans. Additionally, The fence should not run parallel with the water service and be within the easement. The service should be at least 10' from a parallel fence.
8. City must have the ability to open gate at all time. Provide note stating how the City is to have access on the Utility Plan.
9. Water needs to be on the east side of sewer.
10. Ensure no sewer services pass through infiltration trenches.
11. 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.

**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](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)**



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

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

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 1
Cyclist	LTS 1

Is Transit Available?	
Yes	
No	X

v.

**FINDINGS**

**A. Rezone (UDC 11-5B-3E)**

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

1. The map amendment complies with the applicable provisions of the comprehensive plan; *The City Council finds the Applicant's proposal to rezone 5.99 acres of land to the C-C zoning district from the L-O zoning district is consistent with the comprehensive plan with the provisions listed in the Development Agreement in Section IV. The City Council determined the site to be consistent with the comprehensive plan due to the required landscape buffer to transition to the existing residential, providing employment opportunities on the eastern portion of the site, and the change in the Future Land Use Map to commercial to allow the uses to be consistent with it.*

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 the C-C zoning district and conceptual development plan generally complies with the purpose statement of the C-C district in that it will provide a broader mix of retail, office, and service uses on the eastern portion of the site while also allowing for the self-storage use through a conditional use permit.*

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

*The City Council finds the proposed map amendment will not be detrimental to the public health, safety, and welfare as the proposed uses are providing a denser transition to the existing residences in the form of 6 inch caliper deciduous trees and 8 foot tall coniferous trees, hours of operation being restricted from 6 am to 11 pm and vehicle trips to the site are anticipated to generate 132 trips per day.*

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. Water and sewer services are available for connection to the future buildings on the site.*

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

*Not Applicable.*

#### **B. Conditional Use (UDC 11-5B-6E)**

The commission shall base its determination on the conditional use permit request upon the following:

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.

*The site meets all the dimensional and development regulations of the C-C zoning district for the proposed use. Therefore, the City Council finds the site is large enough to accommodate the proposed use.*

2. That the proposed use will be harmonious with the Meridian comprehensive plan and in accord with the requirements of this title.

*The City Council finds the proposed use will be harmonious with the Comprehensive Plan in that it will provide additional employment, services, and recreation opportunities for residences in the area.*

3. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.

*The City Council finds the design, construction, operation and maintenance of the proposed use with the conditions imposed will be compatible with other uses in the general vicinity but may moderately change the character of the area due to existing residential surrounding the property. However, the applicant will be required to install a denser transition to the existing residences in the form of 6-inch caliper deciduous trees and 8 foot tall coniferous trees that touch within 5 years of planting.*

4. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.

*The City Council finds that if the applicant complies with the conditions outlined in this report, the proposed use will not adversely affect other property in the area. This is because the proposed uses are compatible with existing residential surrounding the property due to a relatively low estimated traffic generation and enhanced landscape buffers to the residential.*

5. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.

*The City Council finds the proposed use will be served by essential public facilities and services as required.*

6. That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.

*The City Council finds the proposed use will not create additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.*

7. That the proposed use will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

*The City Council finds the proposed use will not be detrimental to any persons, property or the general welfare by the reasons noted above. In addition, the applicant will be required to provide a denser transition to the existing residences in the form of 6-inch caliper deciduous trees and 8 foot tall coniferous trees that touch within 5 years of planting.*

8. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance.

*The City Council finds the proposed use will not result in the destruction, loss or damage of any such features.*

9. Additional findings for the alteration or extension of a nonconforming use:

*Not Applicable.*

10. That the proposed nonconforming use does not encourage or set a precedent for additional nonconforming uses within the area; and,

*Not Applicable.*

11. That the proposed nonconforming use is developed to a similar or greater level of conformity with the development standards as set forth in this title as compared to the level of development of the surrounding properties.

*Not Applicable.*

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

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

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

*The City Council finds the proposed amendment to Commercial is consistent with the Comprehensive Plan in that the proposed development will provide employment and help*

*provide a transition from McMillan Road to existing residences. The City Council determined the site to be consistent with the comprehensive plan due to the required landscape buffer to transition to the existing residential, providing employment opportunities on the eastern portion of the site, and the change in the Future Land Use Map to commercial to allow the uses to be consistent with it.*

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

*The City Council finds that the proposal to change the FLUM designation from Office to Commercial will allow for the last remaining parcel on the McMillan frontage in the immediate area to redevelop. The applicant cited a change in market demand since the parcel was annexed into the city, however, the comprehensive plan calls for employment in this area which is why the site plan encompasses multiple uses.*

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

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

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

*The City Council finds that the proposed amendment is consistent with the Unified Development Code. The subject development meets the dimensional standards in the UDC.*

5. The amendment will be compatible with existing and planned surrounding land uses.

*The City Council finds the proposed amendment will be compatible with existing residential surrounding the property due to a relatively low estimated traffic generation and enhanced landscape buffers to the residential. The applicant will be required to provide a denser transition to the existing residences in the form of 6 inch caliper deciduous trees and 8 foot tall coniferous trees, and restrict hours of operation from 6 am to 11 pm.*

6. The proposed amendment will not burden existing and planned service capabilities.

*The City Council finds that the proposed amendment will not burden existing and planned service capabilities in this portion of the city. Sewer and water services are currently available to this site. ACHD has determined the traffic along W. McMillan Road will have sufficient capacity to allow for the addition of these uses in the area.*

7. The proposed map amendment (as applicable) provides a logical juxtaposition of uses that allows sufficient area to mitigate any anticipated impact associated with the development of the area.

*The City Council finds the proposed map amendment provides a logical juxtaposition of uses and sufficient area to mitigate any development impacts to adjacent properties*

VI.

8. The proposed amendment is in the best interest of the City of Meridian.

*For the reasons stated in Section III and the subject findings above, The City Council finds that the proposed amendment is in the best interest of the City.*

## **ACTION**

### **A. Staff:**

Staff recommends approval of the proposed amendment to the Future Land Use Map, Rezone, Conditional Use Permit, and Development Agreement Modification per the provisions in Section IV in accord with the Findings in Section V.

## **B. Commission:**

The Meridian Planning & Zoning Commission heard these items on October 16<sup>th</sup>, 2025. At the public hearing, the Commission moved to recommend approval of the subject Rezone, Comprehensive Plan Map Amendment, Development Agreement Modification and Conditional Use Permit requests.

1. Summary of Commission public hearing:
  - a. In favor: Natalie Jones, Mary Wall, and Brian Burnett
  - b. In opposition: Daniel Fisher, Penny Fisher, Doug Pill, Rodney Ludlow, Ryan Shipp, Case Doorn, Tami Hindraker, Eric Hindraker, Tiffany Abernathy, Serge Martinez,
  - c. Commenting: None
  - d. Written testimony: Laurel Bower, Aura Cortes, and Scott Meeks
  - e. Staff presenting application: Nick Napoli
  - f. Other Staff commenting on application: Caleb Hood
2. Key issue(s) of public testimony:
  - a. Concern regarding traffic, noise, transition to the residential, hours of operation, LoLo Pass being extended creating cut through traffic, and height of the proposed buildings. The neighbors were primarily concerned with traffic impacts to the neighborhood and impacts on safety. They are against the rezoning as they believe it will generate more traffic than an office park.
3. Key issue(s) of discussion by Commission:
  - a. Commission discussed the extension of LoLo Pass into the proposed development and whether having this connection point is appropriate given the connection of residential and commercial uses. In addition, the commission discussed the landscape buffer to the existing residential on the north and east portions of the site.
4. Commission change(s) to Staff recommendation:
  - a. The commission recommended the LoLo Pass Way entrance be restricted to emergency access only, the buffer to the existing residential include a 4 foot berm with a 4 foot fence on top, and recommends the City Council consider further restrict the hours of operation, and add additional parking.
5. Outstanding issue(s) for City Council:
  - a. Whether the access point in alignment with LoLo Pass Way proposed to extended into the site is restricted to emergency access only.
  - b. The buffer to the existing residential and what is considered an adequate transition.
  - c. Hours of operation and whether they should be further restricted.
  - d. Whether the rezoning is in the best interest of the city.

## **C. City Council:**

The Meridian City Council heard these items on December 9<sup>th</sup>, 2025. At the public hearing, the Council moved to approve the subject Comprehensive Plan Map Amendment, Rezone, Conditional Use Permit and Development Agreement Modification requests.

1. Summary of the City Council public hearing:
  - a. In favor: Natalie Jones, Mary Wall, and Brian Burnett
  - b. In opposition: Penny Fisher, Daniel Fisher, Laurel Bower, Angie Ludlow, Scott Meeks, and Serge Martinez
  - c. Commenting: None
  - d. Written testimony: Rod Ludlow: Concerns regarding cut through traffic with the connection of LoLo Pass Way and the impact that will have on safety on the neighborhood. He requested the access point be restricted to emergency access only.

- e. Staff presenting application: Nick Napoli
- f. Other Staff commenting on application: Bill Parsons
- 2. Key issue(s) of public testimony:
  - a. The residents testifying were concerned regarding the increase in traffic on McMillan, Goddard Creek and Apgar Creek Drive; safety of the neighborhood with the increase in traffic, noise and hours of operation; Cut through traffic using the connection to LoLo Pass and the safety of the children in the neighborhood; Inadequate parking for the types of businesses that could occupy the tenant spaces; Prefer having an office park instead of commercial uses.
- 3. Key issue(s) of discussion by City Council:
  - a. City Council discussed the extension of LoLo Pass Way with Councilwoman Strader raising concerns with compatibility of the development if restricting access is going to be required. In addition, City Council discussed the landscape buffer to residential, traffic along McMillan and in the surrounding area, whether the original proposal by the applicant for all storage is more appropriate, and parking within the development. The City Council ultimately determined that restricting access to the development is not in the best interest of the city. However, the City Council did determine that more mature landscaping on the northern boundary will be required in lieu of the fencing and berm.
- 4. City Council change(s) to Commission recommendation:
  - a. Modify DA Provision h: The applicant shall install more mature landscaping in the form of 6-inch caliper deciduous trees and 8-foot-tall coniferous trees ~~a four (4) foot berm with a barrier~~ that allows trees to touch within five (5) years of planting in the landscape buffer adjacent to the existing residential.

Eliminate Condition 2.5: Revise the ten (10) foot multi-use pathway to eliminate the meander and make it straight per ACHD's conditions of approval.

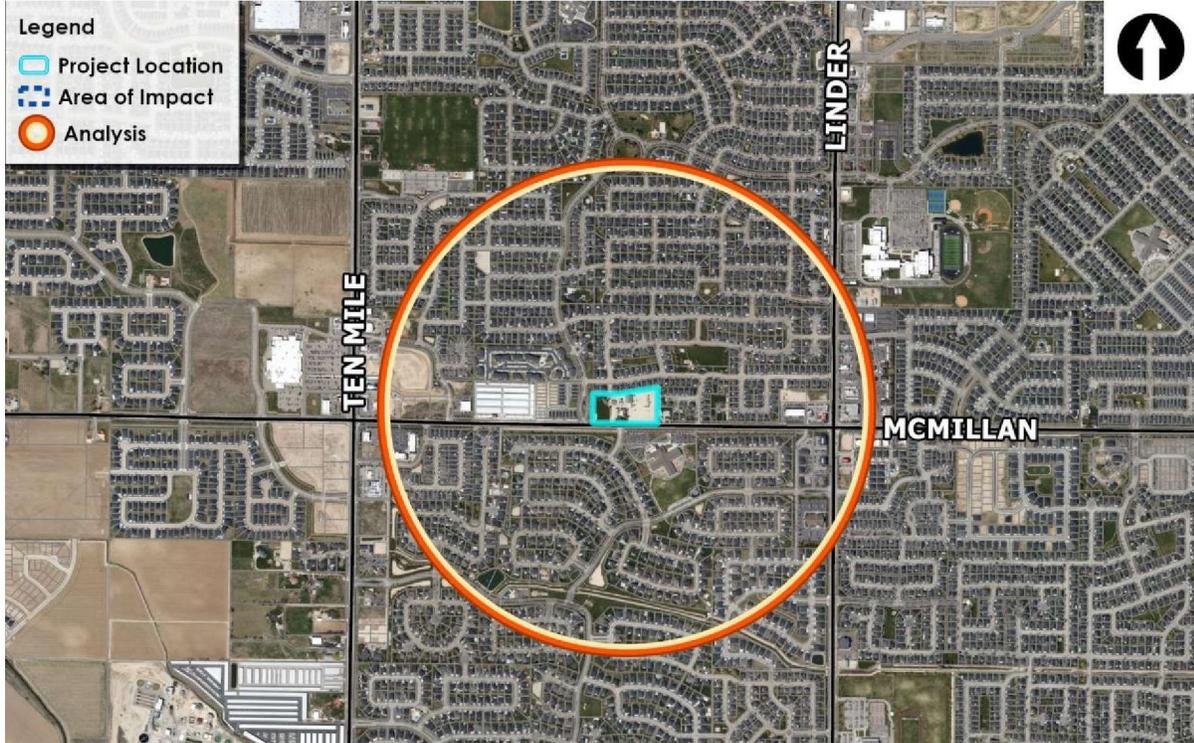
**EXHIBITS**

**A. Project Area Maps**

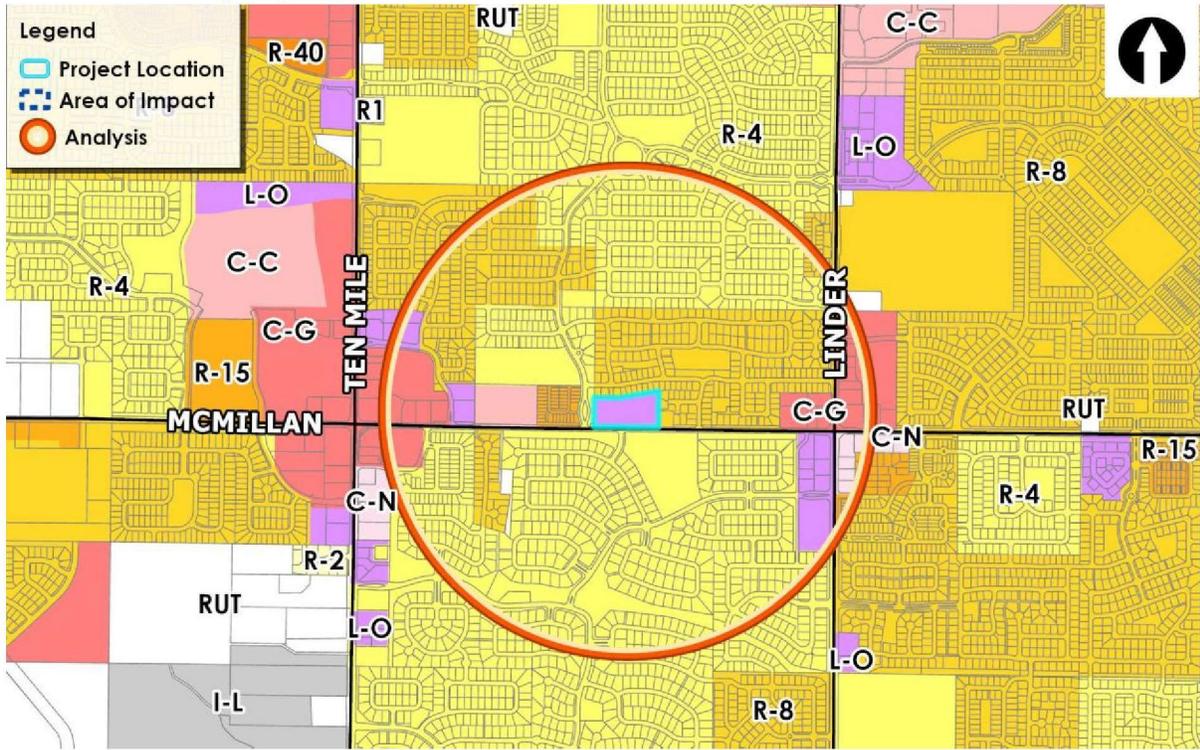
(link to [Project Overview](#))

1. Aerial

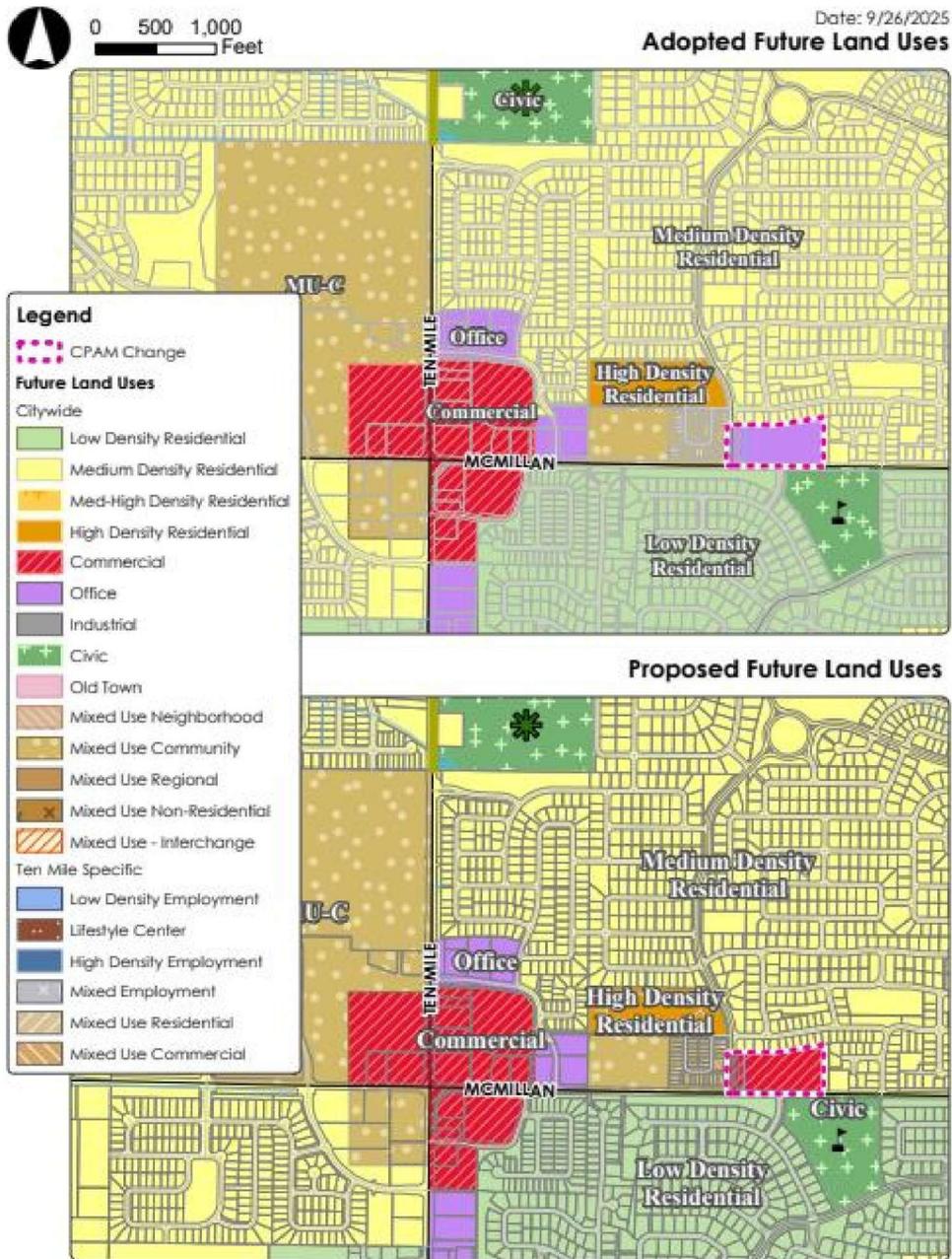
VII.



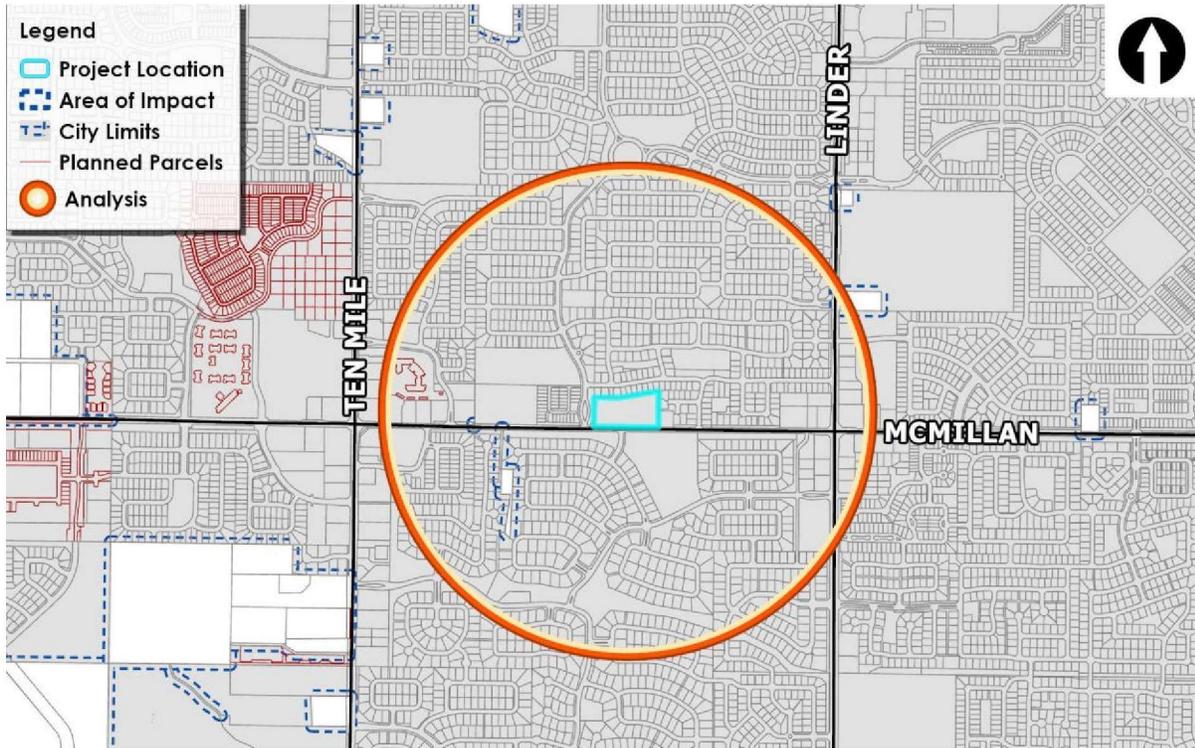
2. Zoning Map



### 3. Future Land Use Existing/Proposed



#### 4. Planned Development Map



**B. Subject Site Photos**





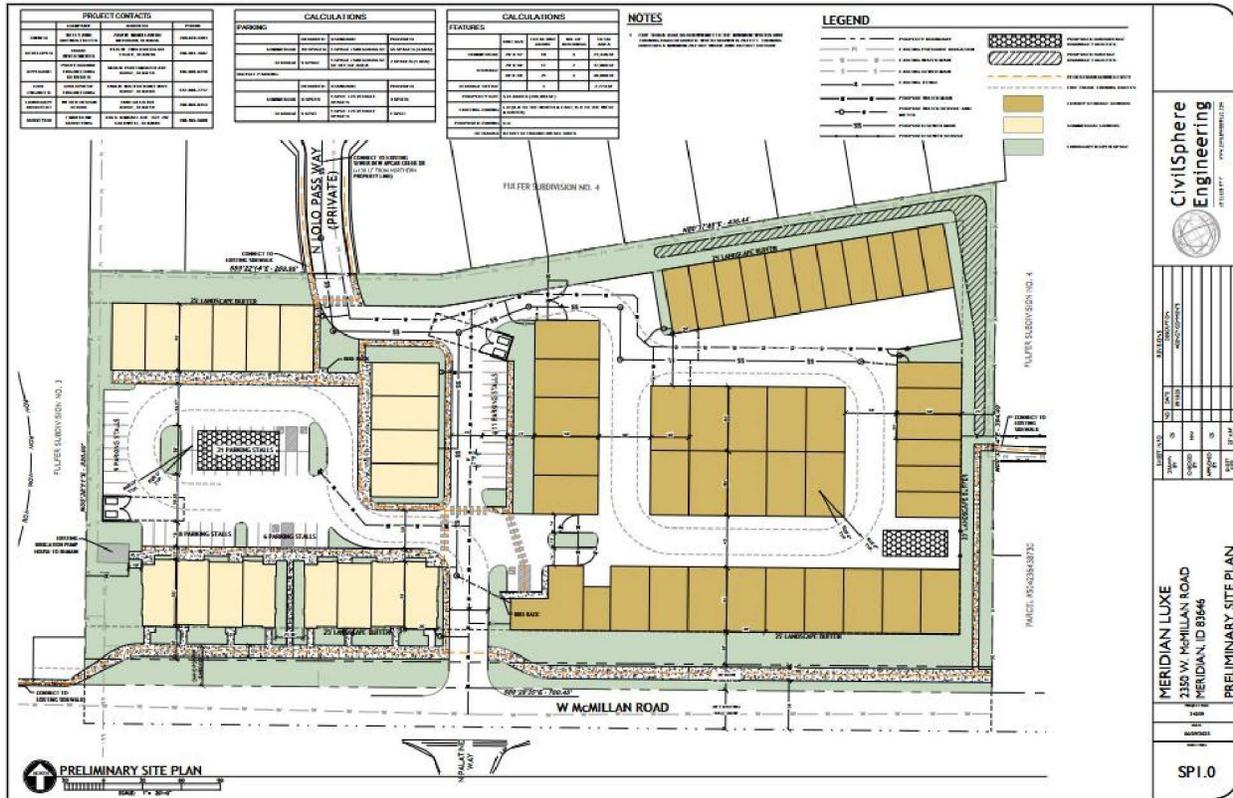
C. Service Accessibility Report

**PARCEL S0426438550 SERVICE ACCESSIBILITY**

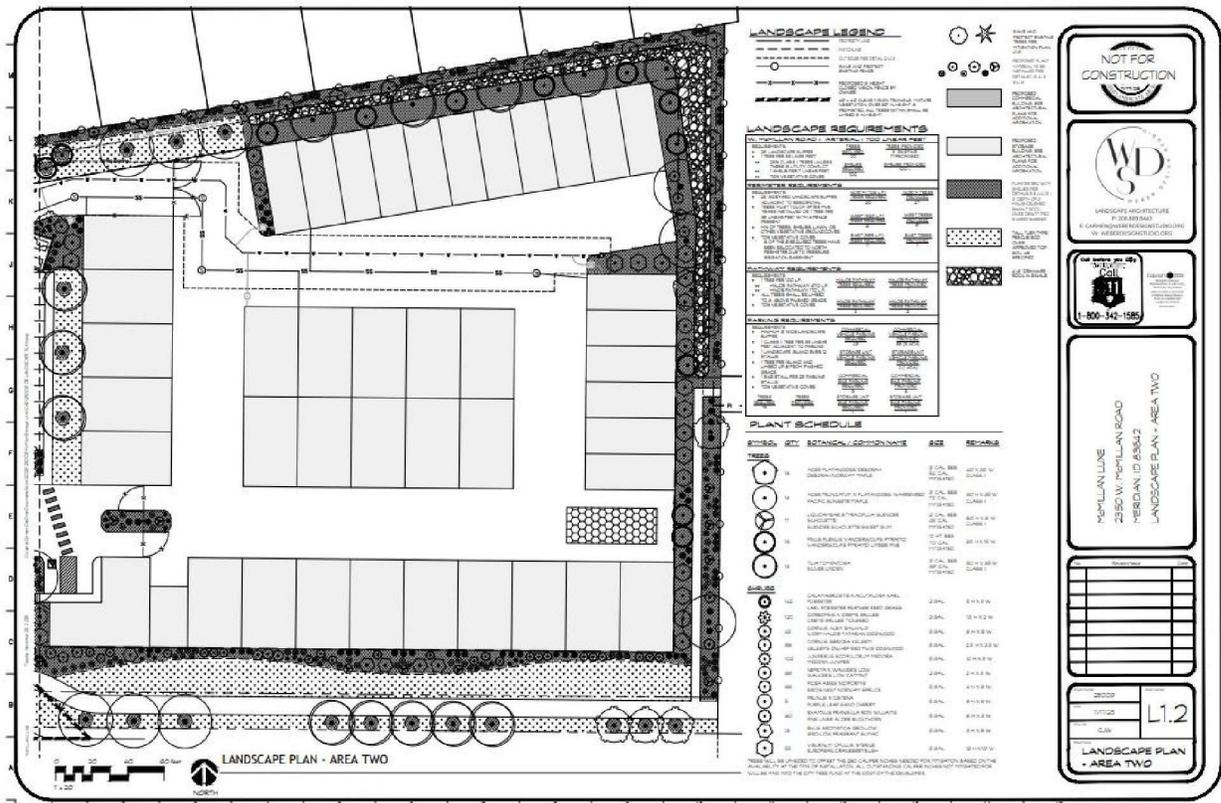
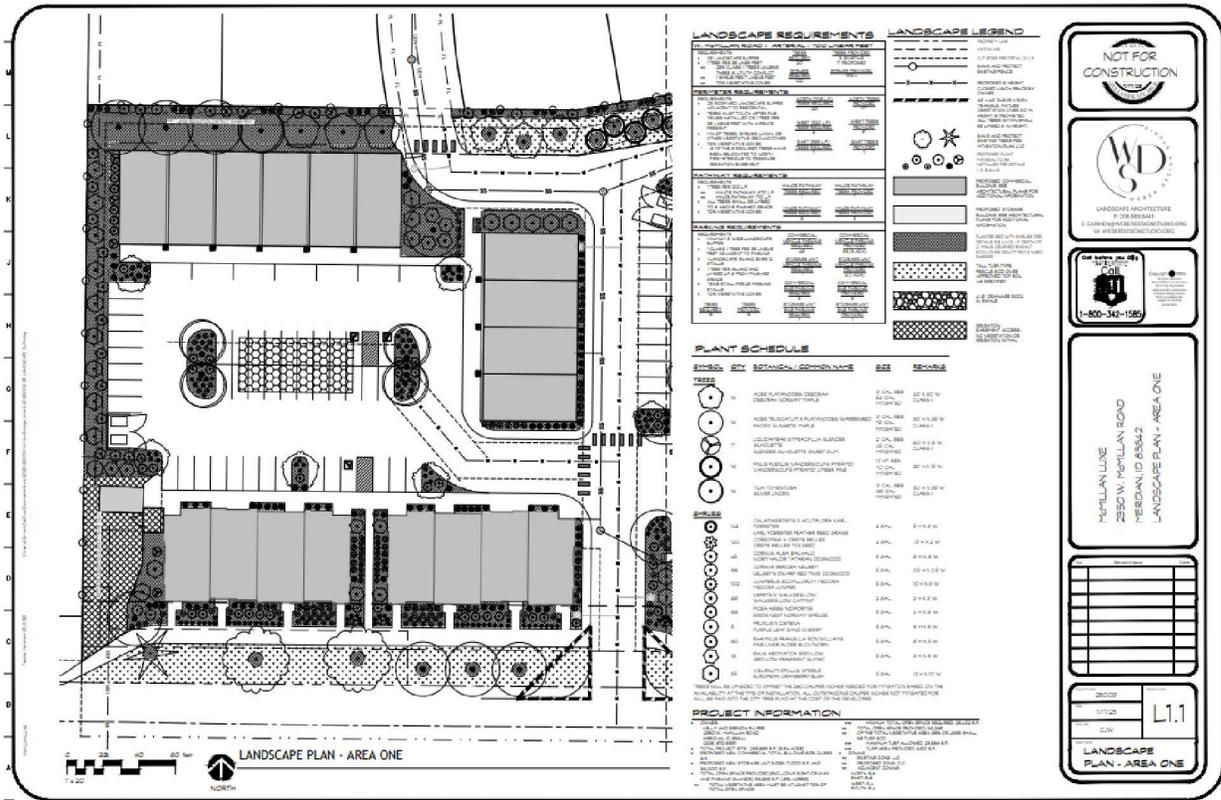
<b>Overall Score: 37</b>	<b>81st Percentile</b>
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<b>Criteria</b>	<b>Description</b>	<b>Indicator</b>
Location	In City Limits	GREEN
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time < 5 min.	GREEN
Emergency Services Police	Meets response time goals most of the time	GREEN
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	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

**D. Site Plan (date: 9/15/2025)**



E. Landscape Plan (date: 11/25/2025)





**F. Building Elevations (date: 9/15/2025)**



**Flex Spaces - View from Parking Lot**



**Flex Spaces - View from McMillan Road**



**Storage Building - View from McMillan Road**



**Storage Building - View from McMillan Road**



**Flex Spaces - View from Parking Lot**

## G. Rezone Legal Description & Exhibit Map

### LEGAL DESCRIPTION FOR FULFER KELLY & BRENDA TRUST PARCEL "A" REZONE

A parcel of land, for the purposes of rezoning, located in the SW1/4 of the SE1/4 of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being further described as follows:

#### **BASIS OF BEARING:**

*The South line of the SE1/4 of said Section 26, derived from found monuments and taken as North 89°28'35" West with the distance between monuments found to be 2625.50 feet.*

**BEGINNING** at a brass cap monument marking the Southwest corner of said SE1/4;

Thence, North 00°38'11" East a distance of 30.00 feet to a 5/8-inch rebar marking the Southeast corner of Fulfer Subdivision No. 3 as recorded in the official records of Ada County in Plat Book 92 at Page 10888;

Thence, continuing, North 00°38'11" East a distance of 320.00 feet along the East line of said Fulfer Subdivision No. 3 to a 5/8-inch rebar marking the Southwest corner of Fulfer Subdivision No. 4 as recorded in the official records of Ada County in Plat Book 92 at Page 10985;

Thence, leaving said East line and along the boundary of said Fulfer Subdivision No. 4 the following 3 courses, South 89°22'14" East a distance of 269.96 feet;

Thence, North 80°37'46" East a distance of 436.44 feet to a 5/8-inch rebar;

Thence, South 00°32'14" West a distance of 215.81 feet to a 1/2-inch rebar;

Thence, leaving said Fulfer Subdivision No. 4 boundary and continuing, South 00°32'14" West a distance of 178.68 feet to a 5/8-inch rebar on the North right-of-way line of W. McMillan Rd.;

Thence, continuing, South 00°32'14" West a distance of 30.00 feet to a point coincident with said South line of the SE1/4 and the centerline of said W. McMillan Rd.;

Thence, along said coincident line, North 89°28'35" West a distance of 700.50 feet to the **POINT OF BEGINNING**.

Said Parcel containing 260,906 square feet or 5.99 acres, more or less and is subject to all existing easements and/or rights-of-ways of record or implied.

END OF DESCRIPTION.

Kevin N. Sorensen, P.L.S. 11120  
Timberline Surveying  
316 S. Kimball Ave., Suite 207  
Caldwell, Idaho 83605  
(208) 465-5657



Page 1 of 1

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