

ADDENDUM TO DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **AAA Oregon/Idaho, Owner/Developer**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this 26 day of June, 2023, ("ADDENDUM"), by and between **City of Meridian**, a municipal corporation of the State of Idaho ("CITY"), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **AAA Oregon/Idaho** ("OWNER/DEVELOPER"), whose address is 600 Market Street, Portland, Oregon 97201.

RECITALS

A. OWNER/DEVELOPER has submitted an application for a Modification to the existing Development Agreement recorded June 29, 2016 as Instrument #2016-057450 in Ada County Records for the purpose of updating the existing concept plan. The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as in the attached Exhibit "A."

B. CITY and OWNER/DEVELOPER now desire to amend said Development Agreement, which terms have been approved by the Meridian City Council in accordance with Idaho Code Section 67-6511.

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement recorded June 29, 2016 as Instrument #2016-057450, except as amended as follows:

a. Revision to existing Development Agreement Provision 5.1.d as follows:

~~5.1.d. The use of this property shall be restricted to the vehicle sales in accord with the specific use standards set forth in UDC 11.4.3.38.~~ The use of this property is permitted for all commercial uses listed in the Allowed Uses Table 11-2B-2 within the C-G zoning district. Further, the site is prohibited from storing any inoperable or dismantled customer vehicles. The only vehicle repairs allowed on the site shall be the servicing of fleet vehicles within the designated shop area of the existing building.

b. Add a new provision to the existing Development Agreement as follows:

5.1.j. Primary office hours for the property shall be limited from 6:00 a.m. to 11:00 p.m. The dispatch of vehicles for mobile roadside assistance and similar vehicle-related services is permitted to operate 24 hours a day, 7 days a week. Dispatch employees are working remotely for the AAA Call Center and not physically present at this property. Service Technicians are primarily off-site responding to dispatch calls.

2. That Owner/Developer agrees to abide by all ordinances of the City of Meridian and the Property shall be subject to de-annexation if the Owner/Developer, or their assigns, heirs, or successor shall not meet the conditions of this Addendum, and the Ordinances of the City of Meridian as herein provided.

3. This Addendum 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 Addendum shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) 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 hereon 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 Addendum if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Addendum.

4. If any provision of this Addendum is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Addendum and the invalidity thereof shall not affect any of the other provisions contained herein.

5. This Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or under-standing, 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 Addendum 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.

- a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Property herein provided for can be modified or amended within 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.

6. This Addendum shall be effective as of the date herein above written.

7. Except as amended by the Addendums, all terms of the previous Agreements shall remain in full force and effect.

[End of text. Acknowledgements, signatures, and Exhibit A follow.]

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this Addendum and made it effective as hereinabove provided.

OWNER/DEVELOPER:

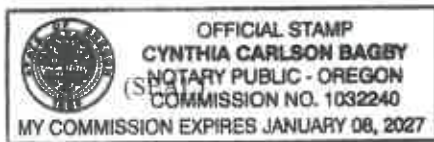
AAA Oregon/Idaho

By: Timothy J. Morgan
Its: President

STATE OF Oregon)
County of Multnomah) ss.

On this 26 day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Morgan, known or identified to me to be the President, CEO of AAA Oregon/Idaho and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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



Cynthia Carlson Bagby
Notary Public
My commission expires: January 8 2027

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
County of Ada) ss

On this _____ day of _____, 2023, before me, a Notary Public, personally appeared Robert E. Simison and Chris Johnson, known or identified to me to be the Mayor and City 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

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



In the Matter of the Request for Development Agreement Modification (Meridian Property Group Inst. #2016-057450) to change the use of the property from vehicle sales only to include all permitted uses listed in the C-G zoning district; approval to operate a AAA Oregon/Idaho Fleet Services facility providing mobile services for AAA members and ancillary fleet vehicle repair on 1.40 acres of land in the C-G zoning district, by Woofter Bolch Architecture.

Case No(s). H-2023-0017

For the City Council Hearing Date of: June 6, 2023 (Findings on June 20, 2023)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 6, 2023, 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 June 6, 2023, 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 Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of June 6, 2023, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of June 6, 2023

By action of the City Council at its regular meeting held on the 20th day of June, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN

VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON

VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

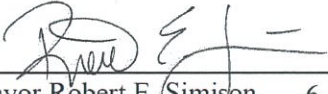
VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

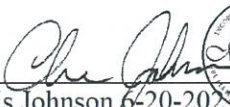
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 6-20-2023

Attest:



Chris Johnson 6-20-2023
City Clerk

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

By:  _____ Dated: 6-20-2023
City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 6/6/2023
TO: Mayor & City Council
FROM: Stacy Hersh, Associate Planner
SUBJECT: H-2023-0017
AAA Oregon/Idaho Fleet MDA
LOCATION: 1139 & 1065 E. Fairview Avenue, in the
NW ¼ of the NE ¼ of Section 7,
Township 3N., Range 1E.



I. PROJECT DESCRIPTION

Request for a Development Agreement Modification (Meridian Property Group Inst. #2016-057450) to change the use of the property from vehicle sales only to include all permitted uses listed in the C-G zoning district; approval to operate a AAA Oregon/Idaho Fleet Services facility providing mobile services for AAA members and ancillary fleet vehicle repair on 1.40 acres of land in the C-G zoning district, by Woofter Bolch Architecture.

II. APPLICANT INFORMATION

A. Applicant / Representative:

Miles Woofter, Woofter Bolch Architecture – 107 SE Washington Street, Suite 228

B. Owner:

AAA Oregon/Idaho – c/o Timothy Morgan 600 Market Street, Portland, 97201

III. NOTICING

	City Council Posting Date
Notification published in newspaper	5/21/2023
Notification mailed to property owners within 500'	5/12/2023
Applicant posted public hearing notice sign on site	5/18/2023
Nextdoor posting	5/15/2023

IV. STAFF ANALYSIS

History

This is a proposal for a development agreement modification to allow a dispatch center for mobile services to operate AAA Oregon/Idaho on the subject property.

The property comprises of three lots with a total land area of 1.40 acres. The parcel located at 1065 E. Fairview was annexed into the City as a commercial property in 2001 under AZ-01-010. In 2016, a Development Agreement Modification and Annexation of parcel #S1107120625 for Meridian Property Group was approved under H-2016-0004, MDA Inst. #2016-057450. The approval also included the termination of the existing Development Agreement, which was previously identified under Instrument #109134178. Further, a Council waiver was granted to reduce the required 25-foot landscape buffer along the southern border of the development adjacent to the Touchstone Place Apartments. The buffer width was reduced to 5-feet next to the vehicle display area and 10-feet behind the building. A Certificate of Zoning Compliance and Design Review application (A-2016-0309) was approved for the building and existing site improvements consistent with the current Development Agreement.

Development Agreement Modification

The MDA approved under Instrument #2016-057450 contains a provision that restricts the use of the property to vehicle sales. However, the Applicant is seeking to amend the existing DA to allow AAA Oregon/Idaho to operate a dispatch center for mobile services on the subject properties.

The Applicant is proposing a 24-hour dispatch center for mobile roadside assistance and similar vehicle-related services while proposing hours of operation for the office building from 6:00 am to 11:00 pm. The proposed business hours of operation are consistent with UDC standards when a property abuts a residential use or district. The dispatch center will be staffed by a limited number of employees who will be working remotely and not out of the building. The applicant has stated that no inoperable or dismantled vehicles will be brought back to this site for repairs. Maintenance activities within the shop will be exclusively conducted on AAA vehicles.

Access from E. Fairview Avenue will be limited to right-in/right-out only. Additionally, a shared access drive is provided on the Touchstone Place Plat, connecting the subject property with the neighboring property to the east (R8509200080).

Existing Development Agreement:

Section 5.1.d. (Uses Permitted by This Agreement) of the Meridian Property Group Agreement reads as follows:

“The use of this property shall be restricted to the vehicle sales in accord with the specific use standards set forth in UDC 1-4-3-38.”

The applicant proposes to modify Section 5.1.d. as such:

5.1.d. ~~The use of this property shall be restricted to the vehicle sales in accord with the specific use standards set forth in UDC 1-4-3-38.~~ The use of this property shall include all permitted uses listed in the C-G zoning district in the Allowed Uses Table 11-2B-2 for commercial developments. Vehicle wrecking and junk yard uses are prohibited. Ordinary business hours shall be between 6:00 am and 11:00 pm; however, the property may be used as a 24-hour dispatch center for mobile roadside assistance and similar vehicle-related services.

V. UNIFIED DEVELOPMENT CODE ([UDC](#))

The proposed uses, a dispatch center for mobile services and vehicle repair minor are listed as principally permitted uses, in the C-G (General Retail and Service Commercial District) zoning district per UDC Table 11-2B-2. Compliance with the standards listed in UDC 11-2B-3 is required.

The proposed use is subject to the following Specific Use Standards ([UDC 11-4-3-45](#)) – Dispatch center for mobile services: (*Staff analysis in italics*).

- A. No outdoor storage of material shall be allowed. All materials shall be stored indoors.
The Applicant is not proposing to store any outdoor materials on the subject property.
- B. Adequate off-street area shall be provided for fleet vehicle storage.
 - 1. Fleet vehicle storage shall only be on surfaces composed of one (1) of the following materials: concrete, asphalt, grasscrete, pavers, bricks, macadam, or recycled asphalt. *The parking lot is currently surfaced with asphalt, which is used to accommodate parking for all fleet vehicles.*
 - 2. Fleet vehicle storage shall not block sidewalks or parking areas and may not impede vehicular or pedestrian traffic. *The Applicant shall comply with this requirement.*
 - 3. Fleet vehicle storage shall be screened with a six-foot sight obscuring fence, or fleet vehicle storage shall be designed as an off street parking area consistent with the standards as set forth in sections [11-3C-5](#) and [11-3B-8](#) of this title. *The Applicant has not provided details on how they intend to comply with this requirement. This will be verified at the time the Applicant submits a Certificate of Zoning Compliance (CZC) application.*
- C. The site shall not be used as a "contractor's yard" as herein defined. *The Applicant's proposal for the change of use on this property does not include a plan for establishing a "contractor's yard".*
- D. The site shall not be used as a "vehicle wrecking or junk yard" as herein defined.
The Applicant's proposal for the change of use on this property does not include a plan for establishing a "vehicle wrecking or junk yard" or transporting dismantled vehicles to the site.
- E. The site shall not be used as a "terminal, freight or truck" as herein defined. *The Applicant is not proposing to use the site for a "terminal, freight or truck".*

The proposed use is subject to the following Specific Use Standards ([UDC 11-4-3-37](#)) – Vehicle repair, major and minor: (*Staff analysis in italics*).

- A. Where adjoining a residential property or district, all repair activities (including, but not limited to, open pits and lifts) shall occur within an enclosed structure. *The applicant is proposing to do some minor vehicle repairs on the fleet vehicles only. Staff is amenable to request since vehicle repair is allowed in the C-G district and only for service of the fleet vehicles. Further, all minor repairs for AAA's vehicles should be limited to the designated shop area inside the building. Staff recommends a new DA provision limiting the vehicle repair to the fleet vehicles only as proposed.*
- B. Inoperable or dismantled motor vehicles shall be stored behind a closed vision fence, wall, or screen or within an enclosed structure and shall not be visible from the street. *As stated above, inoperable or dismantled vehicles will not be brought back to this site for repairs.*

Staff recommends the development agreement modification with the recommended changes in Exhibit C below.

VI. DECISION

A. Staff:

Staff recommends approval of the proposed MDA per the modified provisions in Section VII.C.

B. The Meridian City Council heard these items on June 6, 2023. At the public hearing, the Council moved to approve the subject Development Agreement Modification request.

1. Summary of the City Council public hearing:

- a. In favor: Valerie Colgrove, SVP, Chief Financial Officer**
- b. In opposition: None**
- c. Commenting: None**
- d. Written testimony: None**
- e. Staff presenting application: Bill Parsons, Planning Supervisor**
- f. Other Staff commenting on application: None**

2. Key issue(s) of public testimony:

- a. None**

3. Key issue(s) of discussion by City Council:

- a. None**

4. City Council change(s) to Commission recommendation:

- a. None**

VII. EXHIBITS

A. Development Agreement Legal Description and Survey Map (date: 2/9/2023)



**TEALEY'S LAND
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83713
(208) 385-0636
Fax (208) 385-0696

Project No.: 5015-18
Date: March 9, 2023

DESCRIPTION FOR DEVELOPMENT AGREEMENT PARCEL – AAA OREGON/IDAHO

A parcel of land being Lot 22 of Block 1 of Touchstone Place Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Ada County, Idaho in Book 107 of Plats at page 14842 and a portion of the NW 1/4 of the NE 1/4 of Section 7, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at the North 1/4 corner of said Section 7, marked by brass cap; thence along the North boundary of said Section 7

South 89°28'23" East 918.00 feet to a point; thence leaving said North boundary

South 00°34'28" West 48.09 feet to a point on the South right-of-way line of East Fairview Avenue, said point marking the point of beginning of a curve, said point being the **POINT OF BEGINNING**; along said South right-of-way line of East Fairview Avenue along a curve to the right 317.57 feet, said curve having a radius of 57230.80 feet, a central angle of 00°19'05" and a long chord bearing

South 89°54'13" East 317.57 feet to point of ending of curve on the extended West boundary of Lot 22 of Block 1 of Touchstone Place Subdivision; thence along said extended West boundary

South 00°30'33" West 14.29 feet to the Northwest corner of said Lot 22, thence along the North boundary of said Lot 22

South 89°28'13" East 19.66 feet to the Northeast corner of said Lot 22; thence along the East boundary of said Lot 22

South 01°06'07" East 190.09 feet to the Southeast corner of said Lot 22; thence along the South boundary of said Lot 22 and the North boundary of said Touchstone Place Subdivision

North 89°28'26" West 148.71 feet to a point; thence continuing

North 00°30'33" East 41.29 feet to a point; thence continuing

North 89°28'26" West 194.03 feet to the Northwest corner of said Touchstone Place Subdivision; thence along the extended West boundary of said Touchstone Place Subdivision

North 00°34'28" East 160.63 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 1.40 acres, more or less.



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B. Existing Development Agreement Language

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

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

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

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

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

- a. Future development of the site shall be consistent with the design standards listed in UDC 11-3A-19 and the guidelines in the Architectural Standards Manual.
- b. Development of this property shall generally comply with the concept plan included in Exhibit A.2 and the building elevations included in A.3 of the Findings of Fact and Conclusions attached hereto as "Exhibit B".
- c. A minimum 25-foot wide street buffer shall be constructed along the entire frontage of the site along E. Fairview Ave in accord with UDC 11-3B-7C. Construct a minimum of a 25-foot wide landscape buffer abutting the residential property to the south, unless modified by City Council, in accord with UDC 11-3B-9C,
- d. The use of this property shall be restricted to the vehicle sales in accord with the specific use standards set forth in UDC 11-4-3-38.
- e. Future development of this site is no longer subject to recorded Development Agreement #1091341748.
- f. The applicant shall provide cross-access to 1035 E. Fairview Avenue (parcel # S1107120677); the cross-access agreement shall be recorded prior to submitting an application for Certificate of Zoning Compliance and Design Review.
- g. Prior to CZC approval, the applicant shall demonstrate ownership of Lot 22, Block 1 of Touchstone Place Subdivision; and should include the lot in the overall site design of the property unless modified by City Council, in accord with UDC 11-3B-9C.

- h. Future development of the site shall comply with the ordinances in effect at the time of development.
- i. The applicant shall obtain approval from Ada County Highway District and City Council for the right-in/right-out access via E. Fairview Ave.

C. Proposed Revisions to the existing Development Agreement Provision 5.1.d:

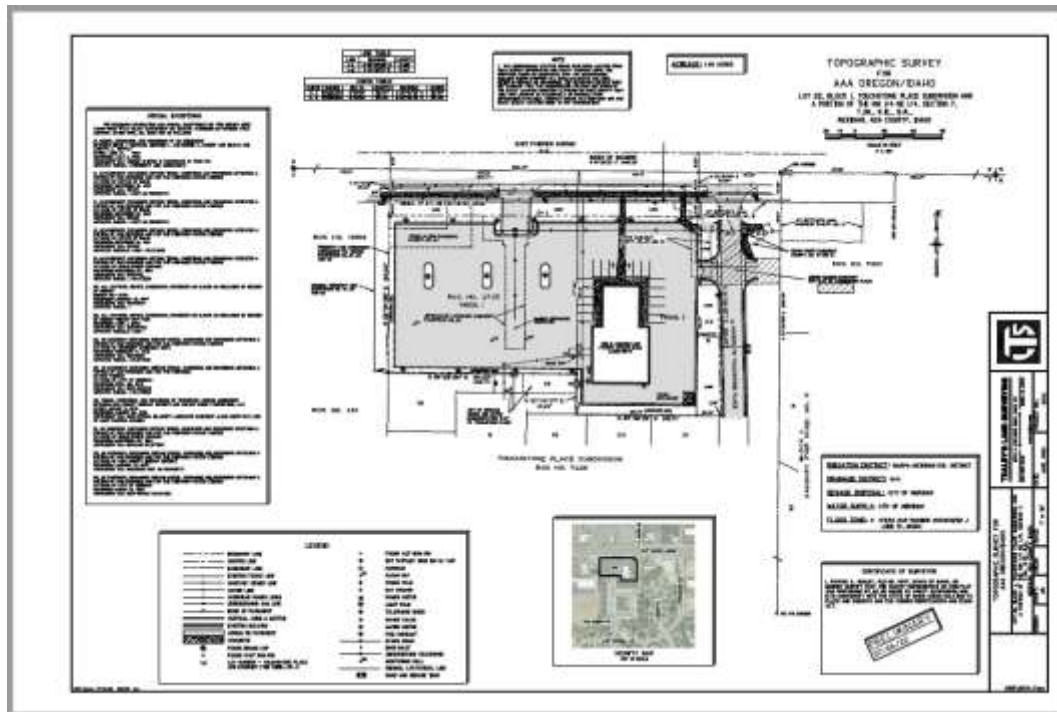
Staff's Recommended Changes:

~~"5.1.d. The use of this property shall be restricted to the vehicle sales in accord with the specific use standards set forth in UDC 11.4.3.38. The use of this property is permitted for all commercial~~ uses listed in the Allowed Uses Table 11-2B-2 within the C-G zoning district. Further, the site is prohibited from storing any inoperable or dismantled customer vehicles. The only vehicle repairs allowed on the site shall be the servicing of fleet vehicles within the designated shop area of the existing building.

Staff's New DA Provision:

Primary office hours for the property shall be limited from 6:00 am to 11:00 pm. The dispatch of vehicles for mobile roadside assistance and similar vehicle-related services is permitted to operate 24 hours a day, 7 days a week. Dispatch employees are working remotely for the AAA Call Center and not physically present at this property. Service Technicians are primarily off-site responding to dispatch calls.

D. Site Plan / Floor Plan (date: 7/6/2022)



Floor Plan

