

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
 2. **Calvary Chapel Meridian Inc., Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 20____, 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 **Calvary Chapel Meridian Inc.**, whose address is 3600 W. Nelis Drive, Meridian, ID 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, commonly known as 3600 W. Nelis Dr., Meridian, Idaho 83646, and 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 rezone of 8.41 acres of land from the I-L zoning district to the C-C zoning district and a request for a new development agreement to remove the property listed in **Exhibit “A”** from an existing Development Agreement recorded in Ada County as Instrument #104093293 and subsequent addendum recorded in Ada County as Instrument #112054621, 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 6th of November, 2024, 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 (Instrument #104093293) and subsequent addendum (Instrument #112054621) 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 for the purpose of ensuring the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning 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 **Calvary Chapel Meridian Inc.**, whose address is 3600 W. Nelis Drive, 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 recorded in Ada County as Instrument ##104093293 and subsequent addendum recorded in Ada County as Instrument #112054621, 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. The Owner/Developer shall comply with all previous conditions of approval associated with this site (i.e., H-2018-0031 – CUP; A-2020-0009 – CZC/DES; A-2024-0028 – CZC/DES).
 - b. Future development shall be generally consistent with the site development plan included in Section VII.C of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
 - c. The use of the subject property is restricted to a church or place of religious worship as defined in UDC 11-1A-1; and a private education institution associated with the church.

- d. The Owner/Developer shall comply with the specific use standards listed in UDC 11-4-3-6 – Church or Place of Religious Worship and 11-4-3-14 – Education Institution, as applicable.
- e. The Owner/Developer shall submit a Certificate of Zoning Compliance Change of Use application to the Planning Division of the Community Development Department for approval of the private education institution use within sixty (60) days of City Council’s approval of the Findings of Fact, Conclusions of Law and Decision and Order for the subject rezone application.
- f. The Owner/Developer shall submit an application to the Building Division of the Community Development Department for a new Certificate of Occupancy for the church and private education institution use after obtaining approval of the Certificate of Zoning Compliance Change of Use from the Planning Division.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within sixty (60) days after the date of the approved 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 rezoning 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:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

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

OWNER/DEVELOPER:
Calvary Chapel Meridian Inc.
3600 W. Nelis Dr.
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.

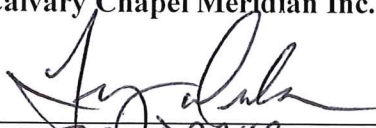
[End of text. Acknowledgements, signatures, and Exhibits A and B follow.]

ACKNOWLEDGMENTS

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

OWNER:

Calvary Chapel Meridian Inc.

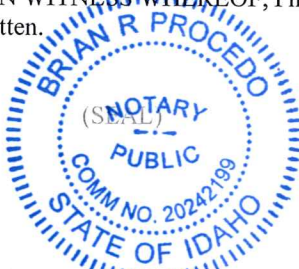


By: TERRY DRAKE
Its: President and Lead Pastor

STATE OF IDAHO)
 : ss:
County of Ada)

On this 19th day of November, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Drake, known or identified to me to be the President + Lead Pastor of Calvary Chapel Meridian Inc. and the person who signed above and acknowledged to me that they executed the same.

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




Notary Public
My Commission Expires: 6/26/2030

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss:
County of Ada)

On this _____ day of _____, 20____, 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: _____



Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

Description

A parcel of land being all of Lot 4, Block 2 and a portion of the West half of West Nelis Drive as shown on the Plat of McNelis Subdivision, Book 100 Pages 13082-13084 at the Ada County Recorder. Said parcel being located in the South 1/2 of Section 34, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 4 and the **POINT OF BEGINNING**;

Thence N 80°31'41" E 287.40 feet;

Thence S 86°51'15" E 501.30 feet;

Thence S 00°01'19" E 251.04 feet;

Thence S 52°44'39" E 374.70 feet to the Centerline of West Nelis Drive;

Thence along said Centerline a non-tangent curve to the left having an arc length of 68.36 feet, a radius of 400.00 feet, and a long chord that bears S 23°59'36" W a chord length of 68.27 feet;

Thence leaving said Centerline N 80°50'56" W 259.19 feet;

Thence N 89°43'00" W 379.54 feet;

Thence N 37°25'41" W 130.00 feet;

Thence N 43°06'33" W 45.13 feet;

Thence along a tangent curve to the left having an arc length of 152.82 feet, a radius of 290.92 feet, and a long chord that bears N 58°09'30" W a chord length of 151.07 feet;

Thence N 73°12'27" W 105.95 feet;

Thence along a tangent curve to the right having an arc length of 122.51 feet, a radius of 100.50 feet, and a long chord that bears N 38°17'09" W a chord length of 115.06 feet;

Thence N 03°21'51" W 140.80 feet **POINT OF BEGINNING**.

Containing 8.406 acres, more or less.



THIS DESCRIPTION WAS PREPARED FROM RECORD DATA

END OF DESCRIPTION



FIVE MILE CREEK

S 86°51'15" E 501.30'

N 80°31'41" E 287.39'

N 03°21'51" W
140.80'

PARCEL
8.406 ACRES±

N 73°12'27" W
105.95'

N 43°06'33" W
45.13'

N 37°25'41" W
130.00'

N 89°43'00" W 379.54'

BLOCK 2
LOT 3

N 80°50'56" W 259.19'

S 52°44'39" E 374.70'

BLOCK 2
LOT 5

S 00°01'19" E 251.04'

W. NELIS DR.



NTS

LEGEND

--- PROPERTY BOUNDARY LINE

--- RIGHT OF WAY LINE

--- CENTERLINE

△ CALCULATED POINT

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	68.36'	400.00'	9°47'26"	S 23°59'36" W	68.27'
C2	152.82'	290.92'	30°05'51"	N 58°09'30" W	151.07'
C3	122.51'	100.50'	69°50'27"	N 38°17'09" W	115.06'

PROJECT:

LOT 4, BLOCK 2 OF MCNELIS SUBDIVISION
ANNEXATION EXHIBIT
S1/2, SE1/4, SECTION 34,
T. 4 N., R. 1 W., B.M., CITY OF MERIDIAN,
ADA COUNTY, IDAHO

OWNER/DEVELOPER:

CALVARY CHAPEL



2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105

DWG #
124117-EX

PROJECT#
124117

SHEET
1 OF 1

WWW.SAWTOOTHLS.COM

EXHIBIT B

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



In the Matter of the Request for Rezone of 8.41-Acres of Land from the I-L to the C-C Zoning District for the property Located at 3600 W. Nelis Dr., by Calvary Chapel Meridian.

Case No(s). H-2024-0020

For the City Council Hearing Date of: October 22, 2024 (Findings on November 6, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of October 22, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of October 22, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of October 22, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of October 22, 2024, 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 October 22, 2024, 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 a rezone with the requirement of a new development agreement is hereby approved per the conditions of approval in the Staff Report for the hearing date of October 22, 2024, 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 October 22, 2024

By action of the City Council at its regular meeting held on the 6th day of November, 2024.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS

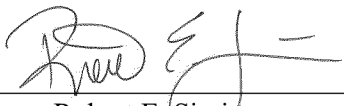
VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

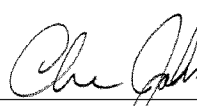
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 11-6-2024

Attest:

Chris Johnson 11-6-2024
City Clerk

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

By:  _____ Dated: 11-6-2024
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 10/22/2024

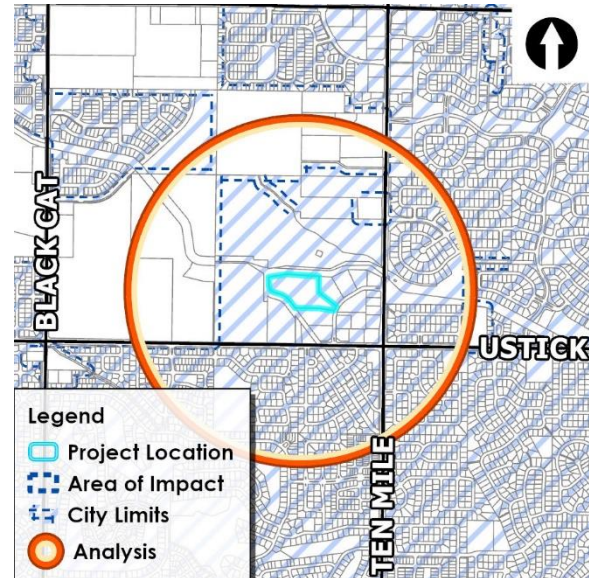
TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533
sallen@meridiancity.org

APPLICANT: Calvary Chapel Meridian

SUBJECT: H-2024-0020
Calvary Chapel Meridian - RZ

LOCATION: 3600 W. Nelis Dr.



I. PROJECT OVERVIEW

A. Summary

Rezone of 8.41-acres of land from the I-L to the C-C zoning district.

B. Issues/Waivers

None

C. Recommendation

Staff: Approval with the requirement of a new development agreement.

Commission Recommendation: Approval as recommended by Staff

D. Decision

Approved

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Church, private education institution	-
Proposed Land Use(s)	No change in use proposed	-
Existing/Proposed Zoning	I-L (Light Industrial)/C-C (Community Business)	A.ii
Future Land Use Designation	Mixed Use Non-Residential (MU-NR)	A.iii

Table 2: Process Facts

Description	Details
Preapplication Meeting date	4/30/2024
Neighborhood Meeting	5/20/2024
Site posting date	9/3/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		
• Comments Received	No	-
• Commission Action Required	No	-
• Access	W. Nelis Dr.	-
ITD Comments Received	Yes (no comments or concerns)	

Note: See section 0. IV. City/Agency Comments & Conditions and/or the public record for comments received.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. History

This property is part of the larger McNelis Subdivision that was annexed in 2004 with a Development Agreement (DA) and a preliminary plat; a final plat was later approved and recorded that included this property as Lot 4, Block 2, McNelis Subdivision. The DA was later amended in 2011.

A Conditional Use Permit (CUP) was approved in 2018 for a 28,000+/- square foot (s.f.) church use in the I-L zoning district on the subject property. A Certificate of Zoning Compliance (CZC) and Design Review (DES) application was approved in 2020 for a 23,119 s.f. 2-story church on this site as approved with the CUP. Another CZC and DES application was approved earlier this year for four (4) new 30' x 40' outbuildings to be used for youth and adult ministry and an office and a 20' x 40' storage building totaling 5,600 s.f. overall; the building permit is still in process and has not yet been issued.

B. General Overview

No new development is proposed with this application. The Applicant has been operating a private education institution (i.e. Christian school for pre-K through 11th grade) out of the existing church and plans to move it to the new buildings east of the church in the future once they're constructed. These buildings will be used for school, youth group, church ministry and bible classes.

The existing I-L (Light Industrial) zoning district prohibits private education institutions; therefore, the use is operating illegally. The proposed rezone will remedy this situation. The proposed C-C (Community Business) zoning district will accommodate the church use as well as the private education institution and is consistent with the underlying FLUM designation of Mixed Use Non-Residential for the property. A legal description and exhibit map for the property proposed to be rezoned is included below in Section VII.B.

As a provision of the proposed rezone, Staff recommends a new DA for the subject property that accommodates the proposed C-C zoning and the church and private education institution uses. The new DA will only be for this property and the property will no longer be subject to the existing DA and addendum for McNelis Subdivision. *See Section IV below for recommended provisions.*

Table 4: Project Overview

Description	Details
History	AZ-04-004, PP-04-004 (McNelis Subdivision Ord. #04-1090, DA Inst. # 104093293); FP-05-047; TE-05-003 (1-year time extension on the PP); CPAM-10-002; MDA-11-002 (Addendum to McNelis Subdivision DA, Inst. # 112054621); H-2018-0031 (CUP); A-2020-0009 (CZC/DES for church); A-2024-0028 (CZC/DES).

Description	Details
Physical Features	The Fivemile Creek runs along northern boundary and the Ninemile Creek runs along the western boundary of the site.
Acreage	8.36-acres

C. Site Development and Use Analysis

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

There is an existing church building on the site; four (4) new outbuildings have been approved by the Planning Division to develop on the east side of the church, which are being combined into two (2) buildings, and one (1) new storage building is proposed at the northwest corner of the site; the building permit (C-NEW-2024-0017) for these structures has not yet been issued.

City services and utilities are provided to this site. This site has been improved with parking, landscaping, sidewalks, multi-use pathways, etc. in accord with UDC standards. No further improvements are required with this application.

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

The existing church and private education institution use are not proposed to change and no other uses are proposed. A future school is depicted on the site plan in the area west of the existing church as shown on the site plan included below in Section VII.C. In the interim and while funds are being raised for the future school building, classes will be held in the buildings proposed to be constructed east of the church.

The conceptual site development plan included in Section VII.C below depicts the previously approved future buildings on the east side of the church, the storage building at the northwest corner of the site and the future school building to the west of the church. **Staff recommends future development generally comply with this plan and that it's included in the development agreement.**

The UDC (Table 11-2B-2) lists churches and private education institutions as principal permitted uses in the C-C zoning district. **Because there are specific use standards associated with the education institution and this use has not been previously approved, Staff recommends within 60 days of City Council's action on the Findings of Fact, Conclusions of Law and Decision & Order, the Applicant sign the development agreement and return it to the City along with a Certificate of Zoning Compliance – Change of Use application for approval of the private education institution. A new Certificate of Occupancy for the church and private education institution use will also need to be applied for through the Building Division.**

Per UDC 11-1A-1, a church or place of religious worship is defined as: *An establishment that by design and construction is primarily intended for conducting organized religious services, meetings, and associated activities and that is recognized as a religious corporation or society of the State of Idaho with a state tax exempt status in accord with I.C. 63-602B.*

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

See UDC Table 11-2B-3 for dimensional standards for the C-C district. There are no residential uses abutting the site; therefore, a landscape buffer to residential uses is not required. Accordingly, the business hours of operation are not restricted.

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

The specific use standards associated with a church are listed in UDC [11-4-3-6](#); and the specific use standards associated with an education institution are listed in UDC [11-4-3-14](#).

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. A new Development Agreement (DA) shall be required as a provision of the RZ application. The previous DA [i.e. AZ-04-004 McNelis Subdivision – Inst. #[104093293](#) and subsequent addendum (MDA-11-002 – [112054621](#))] shall no longer be in effect for the subject property.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. Prior to approval of the rezone ordinance, a new DA shall be entered into between the City of Meridian and the property owner at the time of rezone ordinance adoption. **The DA shall be signed by the property owner and returned to the Planning Division within sixty (60) days of the date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the Rezone.** The new DA shall incorporate the following provisions:

- i. The Applicant shall comply with all previous conditions of approval associated with this site [i.e. H-2018-0031 (CUP); A-2020-0009 (CZC/DES); A-2024-0028 (CZC/DES)].
- ii. Future development shall be generally consistent with the site development plan included in Section VII.C
- iii. The use of the subject property is restricted to a church or place of religious worship as defined in UDC 11-1A-1; and a private education institution associated with the church.
- iv. The Applicant shall comply with the specific use standards listed in UDC 11-4-3-6 – Church or Place of Religious Worship and 11-4-3-14 – Education Institution, as applicable.
- v. The Applicant shall submit a Certificate of Zoning Compliance Change of Use application to the Planning Division of the Community Development Department for approval of the private education institution use within sixty (60) days of City Council’s approval of the Findings of Fact, Conclusions of Law and Decision & Order for the subject rezone application.
- vi. The Applicant shall submit an application to the Building Division of the Community Development Department for a new Certificate of Occupancy for the church and private education institution use after obtaining approval of the Certificate of Zoning Compliance Change of Use from the Planning Division.

Other Agency comments may be accessed in the [project file](#), included in the public record.

V. FINDINGS

B. 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 the proposed map amendment to C-C complies with the applicable provisions of the comprehensive plan.

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 complies with the regulations outlined for the proposed district, specifically the purpose statement.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
The City Council finds the proposed map amendment shall not be materially detrimental to the public health, safety and welfare.
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 the proposed 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.
5. The annexation (as applicable) is in the best interest of city.
This finding is not applicable as the request is for a rezone, not annexation.

VI. ACTION

A. Staff:

Approval with the requirement of a new DA.

B. Commission:

The Commission heard this item on September 19, 2024. At the public hearing, the Commission moved to approve the subject RZ request.

1. Summary of the Commission public hearing:

- a. In favor: Troy Drake, Calvary Chapel (Applicant)
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: Scott Herrell, Calvary Chapel (Applicant)
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

3. Key issue(s) of discussion by the Commission:

- a. None

4. Commission changes to the Staff recommendation:

- a. None

C. City Council:

The Meridian City Council heard this item on October 22, 2024. At the public hearing, the Council moved to approve the subject RZ request.

1. Summary of the City Council public hearing:

- a. In favor: None
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

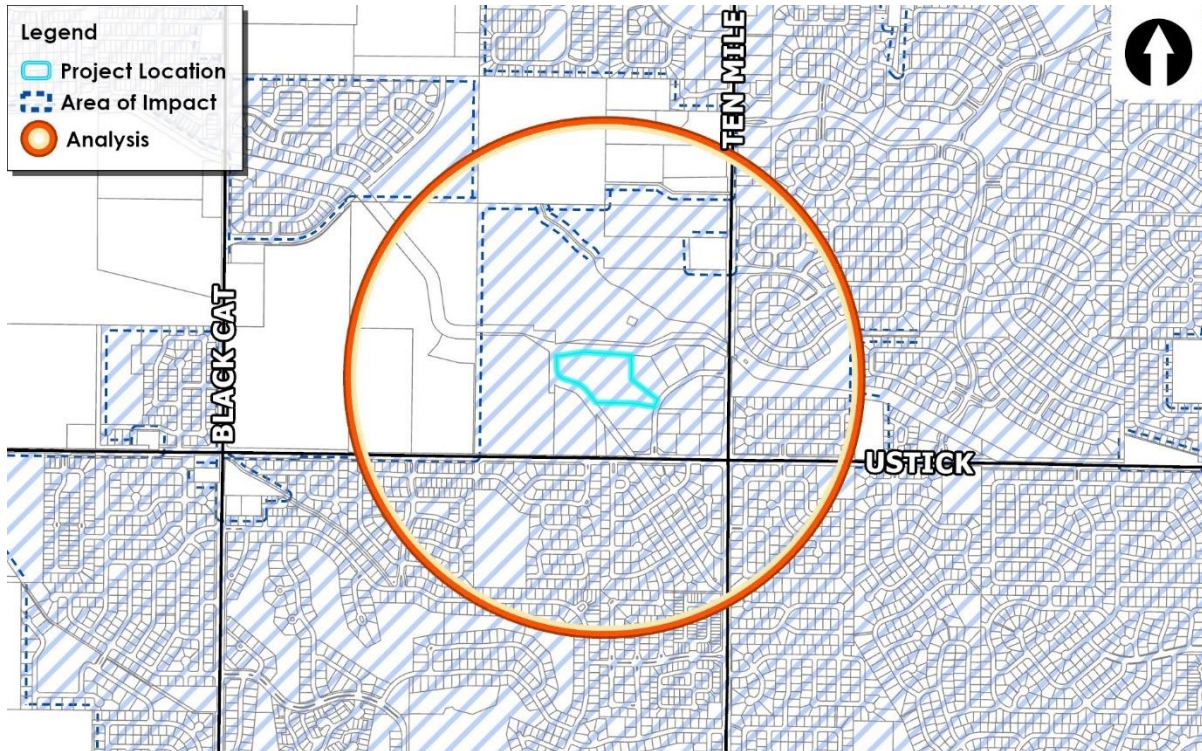
- a. None
- 3. Key issue(s) of discussion by City Council:
 - a. None
- 4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

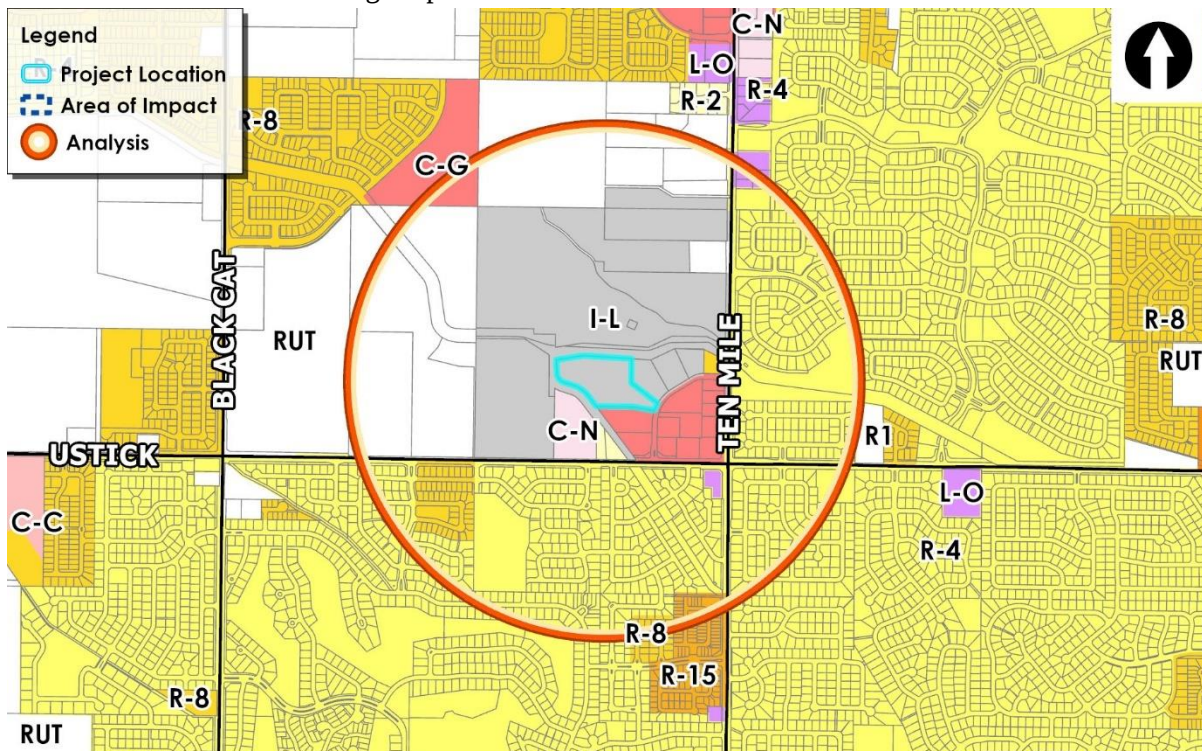
A. Project Area Maps

(link to [Project Overview](#))

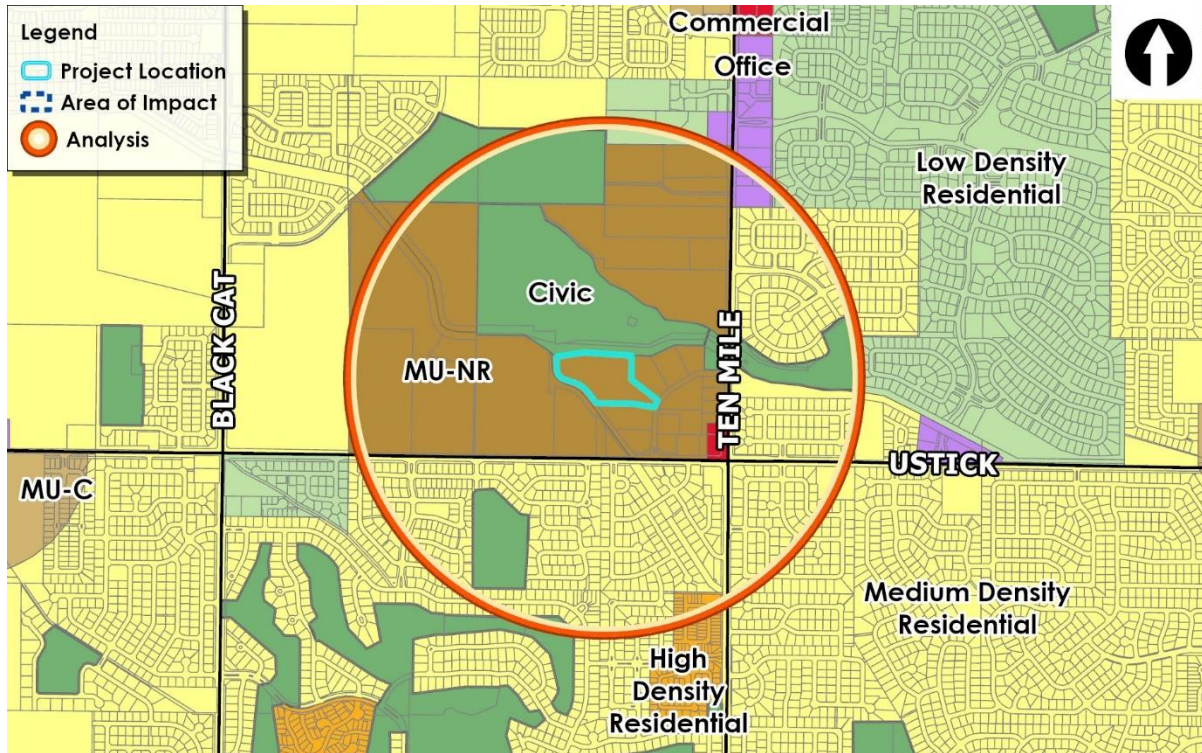
i. Aerial



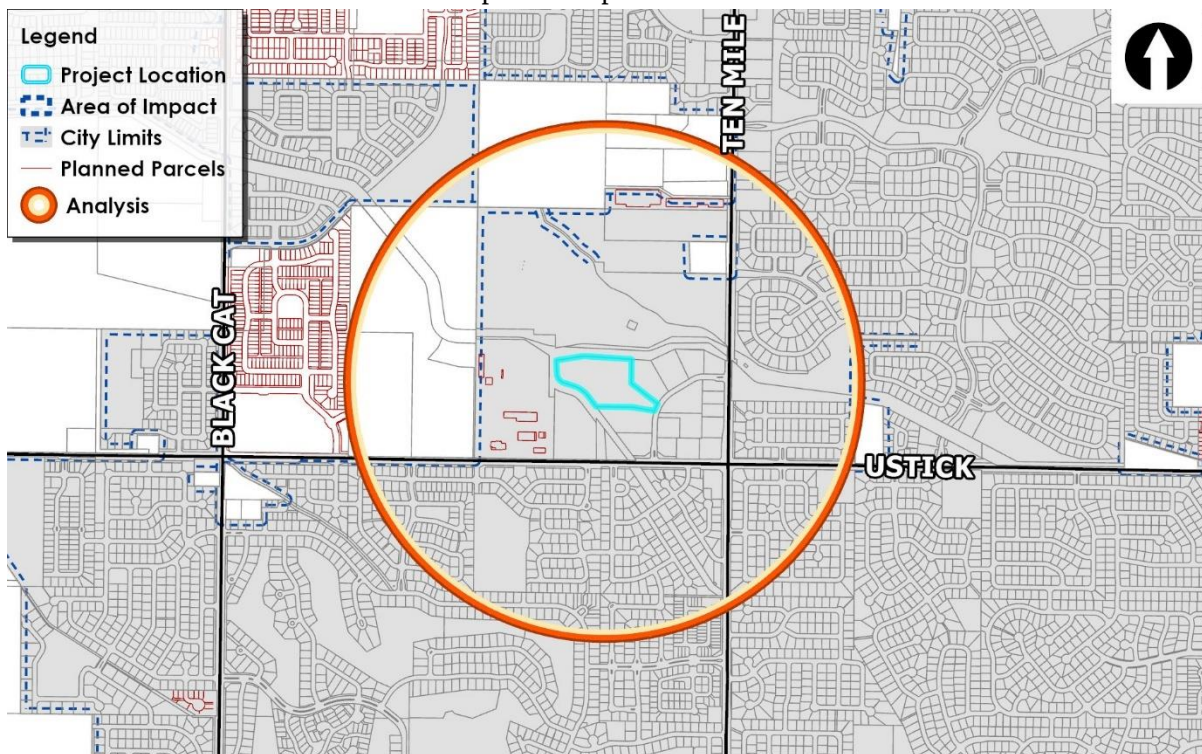
ii. Zoning Map



iii. Future Land Use



iv. Planned Development Map



B. Rezone Legal Description & Exhibit Map



Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

Description

A parcel of land being all of Lot 4, Block 2 and a portion of the West half of West Nelis Drive as shown on the Plat of McNelis Subdivision, Book 100 Pages 13082-13084 at the Ada County Recorder. Said parcel being located in the South 1/2 of Section 34, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 4 and the **POINT OF BEGINNING**;

Thence N 80°31'41" E 287.40 feet;

Thence S 86°51'15" E 501.30 feet;

Thence S 00°01'19" E 251.04 feet;

Thence S 52°44'39" E 374.70 feet to the Centerline of West Nelis Drive;

Thence along said Centerline a non-tangent curve to the left having an arc length of 68.36 feet, a radius of 400.00 feet, and a long chord that bears S 23°59'36" W a chord length of 68.27 feet;

Thence leaving said Centerline N 80°50'56" W 259.19 feet;

Thence N 89°43'00" W 379.54 feet;

Thence N 37°25'41" W 130.00 feet;

Thence N 43°06'33" W 45.13 feet;

Thence along a tangent curve to the left having an arc length of 152.82 feet, a radius of 290.92 feet, and a long chord that bears N 58°09'30" W a chord length of 151.07 feet;

Thence N 73°12'27" W 105.95 feet;

Thence along a tangent curve to the right having an arc length of 122.51 feet, a radius of 100.50 feet, and a long chord that bears N 38°17'09" W a chord length of 115.06 feet;

Thence N 03°21'51" W 140.80 feet **POINT OF BEGINNING**.

Containing 8.406 acres, more or less.

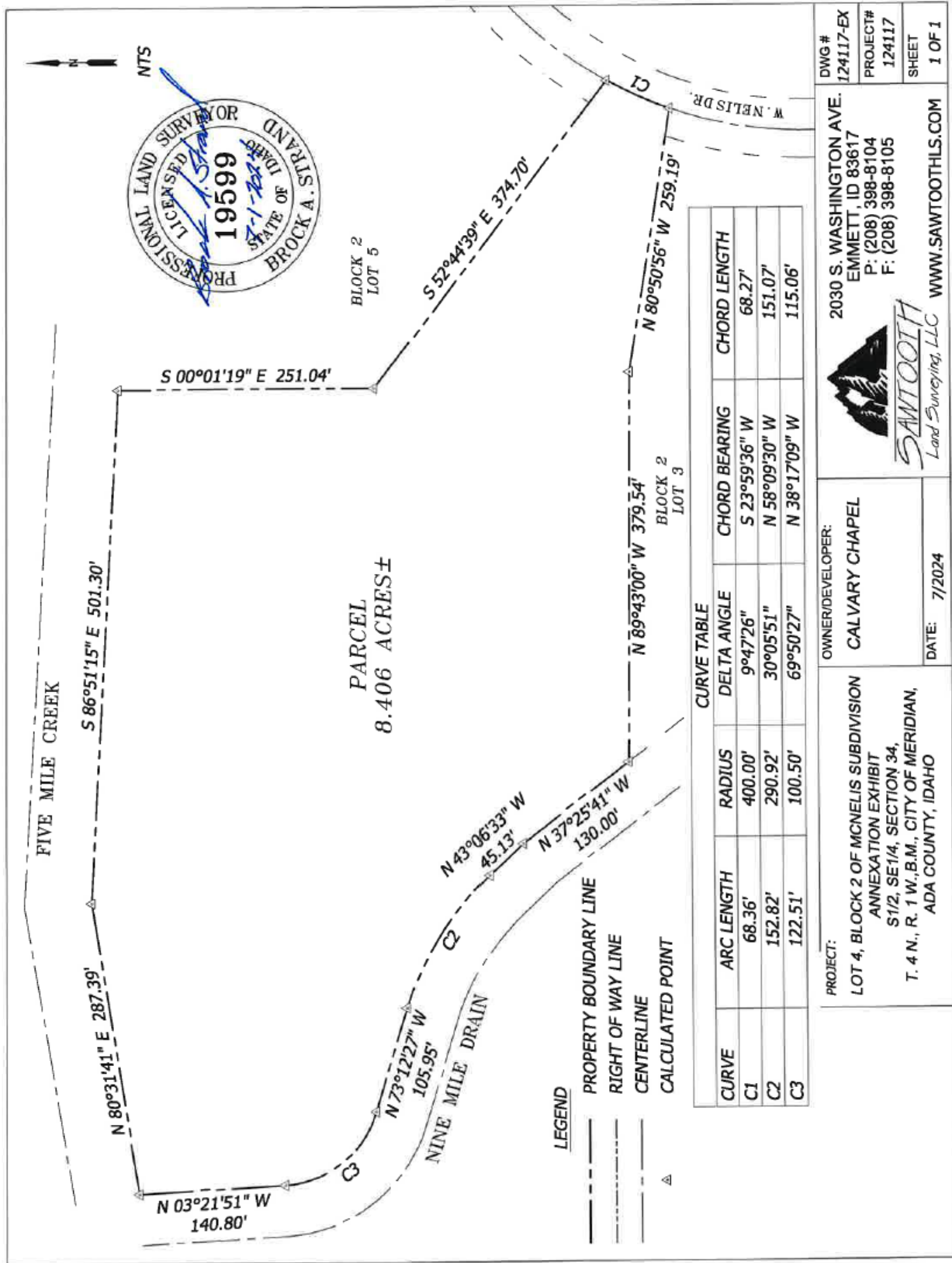


THIS DESCRIPTION WAS PREPARED FROM RECORD DATA

END OF DESCRIPTION



2 of 2



C. Conceptual Site Development Plan - Revised

