

DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Life Church Inc., Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this 21st day of November 2024, 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 **Life Church, Inc.**, whose address is 3225 E. Commercial Court, Meridian, ID, 83642, hereinafter called OWNER/DEVELOPER.

1. RECITALS:

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A," which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or rezoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for rezoning of 11.246 acres of land from the I-L (Light Industrial) zoning district to the C-G (General Retail and Service Commercial) zoning district on the property as shown in Exhibit "A" under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 6th day 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**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on a rezone ordinance; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Life Church Inc.**, whose address is 3225 E. Commercial Court, Meridian, Idaho, 83642, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

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

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

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

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

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

a. Future development of this site shall be generally consistent with the conceptual development plan and 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. The only uses allowed to operate on the property are church or place of religious worship (UDC 11-4-3-6) and education institution (UDC 11-4-3-14).

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the zoning ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and

hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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

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

OWNER/DEVELOPER:
Life Church Inc.
3225 E. Commercial Ct.
Meridian, ID 83642

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

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

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

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion,

had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

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

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

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

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon execution of the Mayor and City Clerk.

[end of text; acknowledgements, signatures and Exhibits A and B follow]

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:

Life Church Inc.

Mark Boer

By: Mark Boer, President

STATE OF IDAHO)

: ss:

County of Ada)

On this 21 day of NOVEMBER, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Boer, known or identified to me to be the President of **Life Church 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.



[Signature]
Notary Public

My Commission Expires: 2/27/2029

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)

: ss

County of Ada)

On this _____ day of _____, 2024, 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

EXHIBIT ■

REZONE LEGAL DESCRIPTION

A Rezone being located in the SW1/4 of Section 9, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and described as follows:

Commencing at a brass cap monument as shown on Corner Record No. 110054174 marking the SW corner of said Section 9, thence along the west line of said SW1/4 and the centerline of Eagle Road N01°02'05"E a distance of 1098.20 feet to the POINT OF BEGINNING.

Thence continuing N01°02'05"E a distance of 680.01 feet to a point from which a brass cap monument marking the NW corner of said SW1/4 as shown on Corner Record No. 113077808 bears N01°02'05"E a distance of 872.05 feet,

Thence leaving said west line and along the centerline of East Commercial Court S88°53'48"E a distance of 720.65 feet to a point.

Thence leaving said centerline S01°05'05"W a distance of 680.13 feet to a point on the southerly right-of-way of the Oregon Shortline railroad;

Thence along the said southerly right-of-way N88°53'13"W a distance of 720.04 feet to the POINT OF BEGINNING;

Said Rezone containing 11.246 acres more or less.

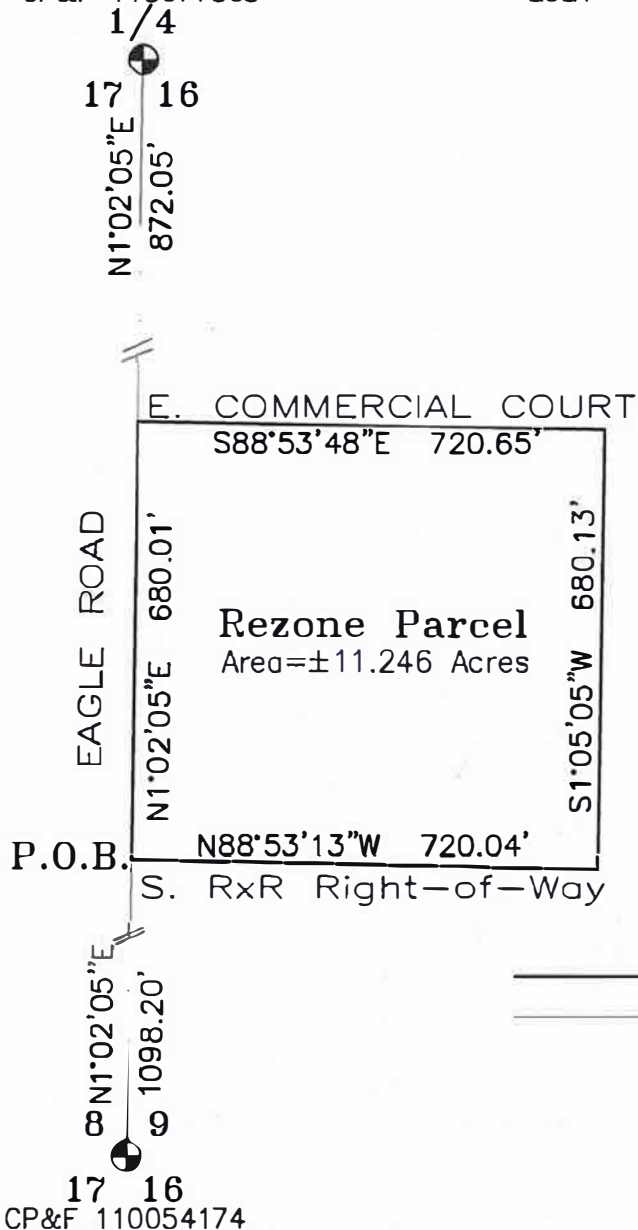


EXHIBIT [REDACTED] MAP OF REZONE COMPREHENSIVE PLAN AMENDMENT

LOCATED IN
A PORTION OF THE SOUTHWEST 1/4,
OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 EAST, B.M.,
CITY OF MERIDIAN, ADA COUNTY, IDAHO

CP&F 113077808

-2024-



SCALE: 1"=300'

LEGEND

- BOUNDARY LINE
- SECTION/TIE LINE

2024-8 LifeChurch PBA T3NR1ESec9.dwg



22 May 24



1310 Shady Lane, EMMETT IDAHO
PHONE: 878-477-6901

EXHIBIT B

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



In the Matter of the Request for Comprehensive Plan Map Amendment and Rezone, by Ella Passey, Land Group.

Case No(s). H-2024-0024

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 Comprehensive Plan Map Amendment and Rezone 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 Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

Notice of 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 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

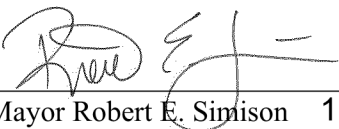
VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

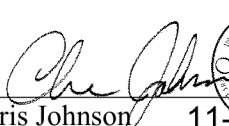
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



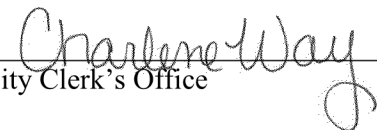
Mayor Robert E. Simison 11-6-2024

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

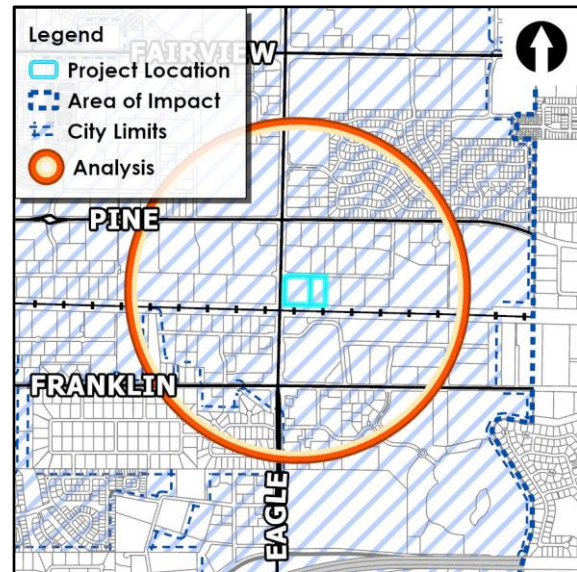
TO: Mayor & City Council

FROM: Linda Ritter, Associate Planner
208-884-5533
lritter@meridiancity.org

APPLICANT: Ella Passey, Land Group

SUBJECT: H-2024-0024
Life Church CPAM, RZ

LOCATION: 3225 E. Commercial Court located in the
SW ¼ Sec 9, T. 3N, R1E



I. PROJECT OVERVIEW

A. Summary

Amendment to the Comprehensive Plan Future Land Use Map (CPAM) to change the future land use designation on 11.246-acres of land from Industrial to Commercial and Rezone (RZ) of 11.246-acres of land from Light Industrial (I-L) to General Retail and Service Commercial District (C-G) zoning district for the expansion of Life Church and the operation of Life Bible College.

B. Issues/Waivers

The Life Bible College (LBC), which is a two-year accredited school for adults all ages, has been operating at the school since 2012 without approval. The CPAM and rezone will allow the school to continue as education institutions are not permitted in the I-L zoning district.

C. Recommendation

Staff: Staff recommends approval of the proposed amendment to the Future Land Use Map and Rezone per the provisions in Section V in accord with the Findings in Section VI.

Planning and Zoning Commission: Approval

D. Decision

Approved

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Church and Education Institution	-
Proposed Land Use(s)	Church and Education Institution	-
Existing/Proposed Zoning	I-L/C-G	VII.A.2
Existing/Proposed Future Land Use Designation	Industrial/Commercial	VII.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	Tuesday, May 7, 2024
Neighborhood Meeting	5/21/2024; 4 attendees
Site posting date	9/4/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.H
• Comments Received	Yes, Staff Report	-
• Commission Action Required	No	-
• Access	SH 55 (Eagle Road) and Commercial Court (Existing)	-
• Traffic Level of Service	ACHD does not set level of service thresholds for State Highways or commercial streets	-
ITD Comments Received	Yes, letter	IV.I
Meridian Fire	No Comments	IV.C
Meridian Police	No Comments	IV.D
Meridian Public Works Wastewater	Distance to Mainline: less than 500 ft. from parcel; Impacts or Concerns: No	IV.B
Meridian Public Works Water	Distance to Mainline: available at the site; Impacts or Concerns: No	IV.B

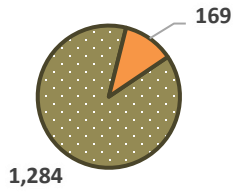
See City/Agency Comments and Conditions Section and the public record for all department/agency comments received.

Figure 1: One-Mile Radius Existing Condition Metrics

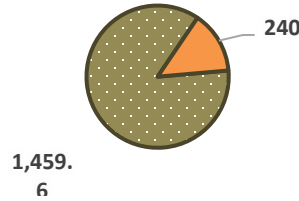
Reference Parcel: R1527260042

Date Retrieved: 2024 / 7 / 22

Parcel Count



Parcel Acreage



**Infill Indicator:
Surrounding Area**

14% *Not City*



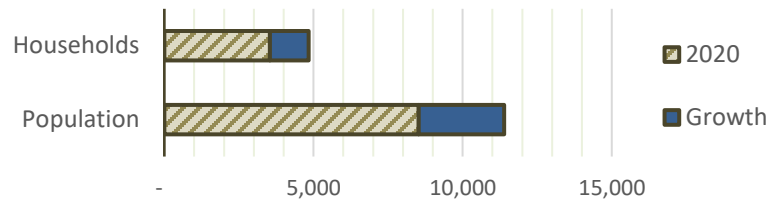
Household Change

36.8%

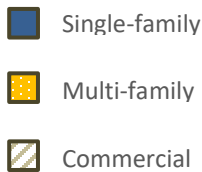
Population Change: 33.6%

(Household and Population Change since 2010 Decennial)

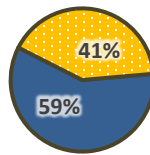
Household & Population Growth



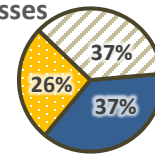
Use Types



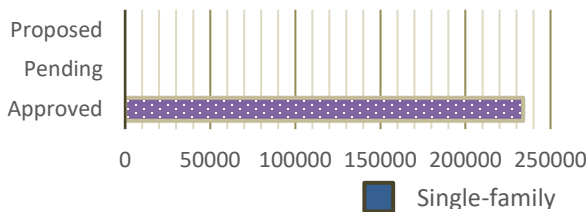
Residential Addresses



All Addresses



Preliminary Plats (last 5-years)



Conditional Use Permit (last 5-years)

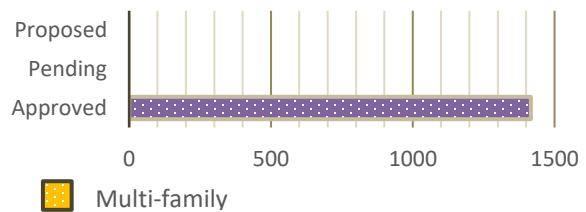
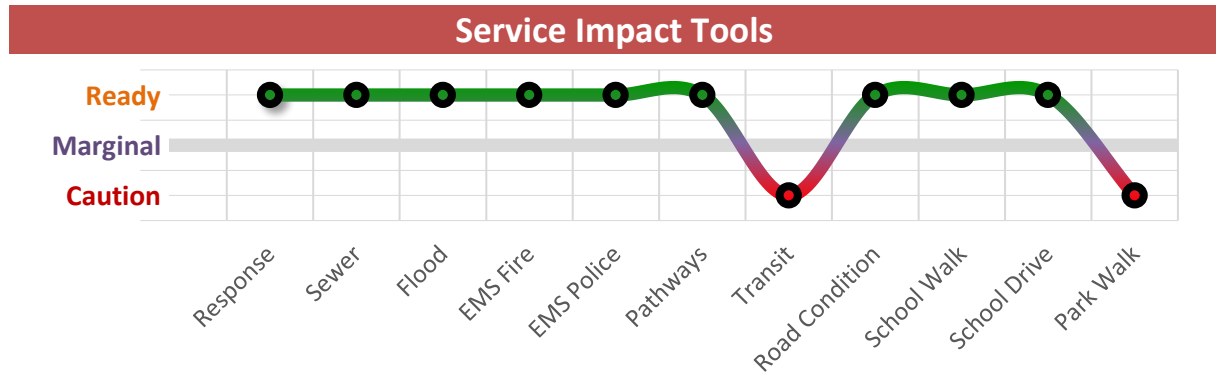


Figure 3: Service Impact Summary



III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The current Future Land Use Map (FLUM) designation for the properties is General Industrial and the zoning district is light industrial (I-L). The applicant is requesting a Comprehensive Plan Map Amendment (CPAM) to change the FLUM to accommodate a rezone to C-G to allow for the uses of Life Church and the Bible College which are principally permitted uses. Mixed Use Regional, MU-RG is adjacent to the property to the west; and Commercial FLUM is adjacent to the south and southwest. After reviewing the comprehensive plan and nearby properties, staff believes the requested commercial designation is appropriate given the proximity to the railroad and surrounding industrial uses. Additionally, the Commercial FLUM designation, which already exists to the south of this property, further supports this recommendation.

Industrial: The Comprehensive Plan identifies Industrial land uses as a designation that allows a range of uses that support industrial and commercial activities. Industrial uses may include warehouses, storage units, light manufacturing, flex, and incidental retail and offices uses. Sample zoning include: I-L and I-H.

Commercial: Commercial land uses are identified as a designation that will provide a full range of commercial uses to serve area residents and visitors. Desired uses may 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 through thoughtful site design, connectivity, and amenities. Sample zoning include: C-N, C-C, and **C-G**.

The C-G zone is defined as the largest scale and broadest mix of retail, office, service, and light industrial uses within close proximity to interstate or arterial intersections. Staff's analysis of the CPAM request are as follows:

1. Alignment with Existing Uses:

- The current uses (church and bible school) fit better within the Commercial designation, where such uses are principally permitted.
- Under the General Industrial designation, educational institutions are prohibited, and churches require a CUP.

2. Compatibility and Planning Goals:

- C-G Zone Characteristics: Suitable for the largest scale and broadest mix of retail, office, service, and light industrial uses, especially near interstate or arterial intersections.
- Surrounding Zoning: The properties to the south and northwest are zoned C-G, indicating that a change to C-G would be consistent with existing land use patterns and zoning designations.

3. Site Design and Community Impact:

- The Commercial designation will facilitate the continued operation and potential expansion of the church and bible school, promoting a more coherent and compatible land use pattern.
- Changing the FLUM designation to C-G supports the existing uses on the property and aligns with the surrounding commercial and mixed-use areas.

Given the proximity to the railroad, the surrounding industrial uses, and the existing commercial zoning to the south and northwest, staff finds that the requested Commercial FLUM designation

(C-G) is more appropriate for this location. This designation aligns with the existing and desired land uses and supports the continuation and expansion of the church and bible school.

Table 4: Project Overview

Description	Details
History	AZ-01-013, CZC-09-021, CUP-11-003, CZC 11-060
Phasing Plan	None
Residential Units	N/A
Open Space	N/A
Amenities	N/A
Physical Features	Railroad tracks to the south of the property
Acreage	6.72 Lots/ 11.246 rezone and Comprehensive Plan Map amendment area
Lots	2
Density	N/A

B. History and Process

The project site is located at the southeast corner of Eagle Road and E Commercial Court. The site consists of two parcels which total approximately 6.72-acres. The parcels are lots in the Commerce Park Subdivision recorded in 1979.

In 2011, Life Church requested approval of a Conditional Use Permit (CUP) for the operation of a church in an existing warehouse building in an I-L (Light Industrial) zoning district (CUP-11-003). Although a church is not listed in the Comprehensive Plan as a preferred use in Light Industrial areas, it is designated as a conditional use in the Unified Development Code (UDC).

Because the proposed use will be on the periphery of most of the industrial activity occurring in the area and there are staggering hours of operation, staff believed the Church activities would not interfere with the adjacent uses. Furthermore, the building was currently vacant and being underutilized and the Comprehensive Plan encourages the adaptive reuse of existing developed sites. For these reasons, Staff found that the request generally conformed to the Comprehensive Plan.

As the CPAM is needed to rezone the property from the I-L zoning district to the C-G zoning district, staff is recommending the applicant enter into a development agreement with the City.

C. Site Development and Use Analysis

The Applicant proposes an amendment to the FLUM to change the existing Industrial designation to Commercial. The Commercial designation provides a full range of uses to serve area residents and visitors. Desired uses may 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 through thoughtful site design, connectivity, and amenities. Sample zoning include: C-N, C-C, and C-G.

The Applicant proposes to continue to operate the church and an education institution within the existing building.

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

There is an existing church on the western property that was approved with CUP-11-003. The applicant is proposing to increase the size of the existing building an additional 68,832 square feet for a total of 112,779 square feet with associated parking and landscaping per the UDC.

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

The applicant is proposing to expand the church and continue operating of Life Bible College (LBC). LBC is a two-year accredited school for adults of all ages. LBC was not permitted as

part of the approved CUP for the church and has been operating since 2012. In order for the school to continue its operation, the applicant has requested a CPAM and rezone to change the zoning from I-L to C-G as education institutions are not permitted in I-L zoning district.

3. Dimensional Standards (UDC 11-2):

In the I-L zoning district, a ten (10) foot landscape buffer is required for E. Commercial Court. A thirty-five (35) foot landscape buffer already exist along N. Eagle Road as it is a corridor entryway. Parking lot landscaping shall adhere to the requirements of UDC 11-3B-8. A landscape buffer is not required for non-industrial uses other than residential. The property is not adjacent to any residential uses. The maximum building height for this area is fifty (50) feet. The requirements are the same in the C-G zoning district, except the maximum building height is sixty-five (65) feet).

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

The applicant shall meet the requirements for Education Institution (UDC 11-4-3-14) and Church or Place of Religious Worship (UDC 11-4-3-6).

D. Design Standards Analysis

1. Existing structure and Site Design Standards (Comp Plan 5.01.02A, Comp Plan 5.01.02D, UDC 11-3A-19):

Staff shall ensure the application maintain and implement community design ordinances, quality design criteria, and complete street policies to set quality standards citywide. The design of the existing structure was approved in 2011 CZC-11-060 and DES-11-037. Per the Plan policy above, staff will ensure the appropriate building design, and landscaping elements to buffer, screen, beautify, and integrate commercial, multifamily, and parking lots into existing neighborhoods.

The proposed addition will be required to obtain a Certificate of Zoning Compliance (CZC) and Administrative Design Review (DES) approvals before the submittal of a building permit. CZC and DES approval shall occur prior to building permit issuance.

2. Landscaping (UDC 11-3B):

i. Landscape buffers along streets

The applicant is required to construct a ten (10) foot wide landscape buffer along E. Commercial Court, a local street, as there is existing landscaping along N. Eagle Road. In addition, per UDC 11-3B-8, at least 5 feet of landscaping is required along the perimeter of vehicle use areas (i.e. drive aisles).

The applicant is also required to replace the trees that were part of the approved landscape plan as shown in Exhibit VII E that were removed from the landscape buffer along N. Eagle Road. These trees should be included on the landscape plan submitted with the Certificate of Zoning Compliance and Administrative Design Review application.

ii. Parking lot landscaping

Per UDC 11-3B-8, the applicant shall provide perimeter and internal parking lot landscaping to soften and mitigate the visual and heat island effect of a large expanse of asphalt in parking lots, and to improve the safety and comfort of pedestrians. A five-foot wide minimum landscape buffer adjacent to parking, loading, or other paved vehicular use areas.

iii. landscape buffers to adjoining uses

Per UDC 11-2C-3 standards, no buffer is required for non-residential uses as there are no residential uses adjacent to the properties.

iv. Tree preservation

Per UDC 11-3B-10, existing trees that are retained shall be protected from damage to bark, branches, and roots during construction. The City of Meridian parks department arborist shall approve the protection fence(s) prior to construction. Any severely damaged tree shall be replaced in accord with subsection C5 of this Section. Mitigation shall be required for all existing trees four-inch caliper or greater that are removed from the site with equal replacement of the total calipers lost on site up to an amount of one hundred (100) percent replacement (Example: Two (2) ten-inch caliper trees removed may be mitigated with four 5-inch caliper trees, five (5) four-inch caliper trees, or seven (7) three-inch caliper trees). Deciduous specimen trees four-inch caliper or greater may count double towards total calipers lost, when planted at entryways, within common open space, and when used as focal elements in landscape design.

The trees that were slated to remain but were removed from the thirty-five (35) foot landscape buffer along N. Eagle Road shall be replanted.





There are no existing trees in the area identified for the church addition.



The existing landscaping along the east side of the developed lot shall be protected during construction.



v. Storm integration

Per UDC 11-3B-11, the applicant shall meet the intent to improve water quality and provide a natural, effective form of flood and water pollution control through the integration of vegetated, well designed stormwater filtration swales and other green stormwater facilities into required landscape areas, where topography and hydrologic features allow if part of the development.

vi. Pathway landscaping

No pathways are being proposed or required for this development per the Parks Department, therefore pathway landscaping is not required.

3. Parking (UDC 11-3C):

The purpose of this article is to provide regulations and standards for off street parking and loading facilities with the intent to provide off-street parking areas, minimize traffic hazards and congestion, and mitigate impacts on surrounding properties All parking areas shall be designed and constructed to provide the type and number of off-street parking spaces required by Section 11-3C-6 of this Article, and designed as required by this section. Off-street parking for commercial is required to be provided in UDC 11-3C-6 based on the gross floor area.

i. Nonresidential parking analysis

In commercial districts, the requirement shall be one (1) space for every five hundred (500) square feet of gross floor area, except for self-service storage facilities which shall only require parking based on the gross floor area of any office space. As the zoning is changing from industrial to commercial, the total number of parking spaces required is

two hundred twenty-six (226). The applicant is proposing two hundred-fifty (250) parking spaces (115 existing and 135 proposed). This exceeds the UDC standards.

ii. Bicycle parking analysis

A minimum of one (1) bicycle parking space is required for every 25 vehicle parking spaces per UDC 11-3C-6G. Based on 578 vehicle parking spaces, a minimum of twenty-three (23) bicycle parking spaces is required. An example of the bicycle rack has been depicted on the site and landscape plans.

4. Building Elevations (Comp Plan, Architectural Standards Manual):

Administrative Design Review (DES) and Certificate of Zoning Compliance (CZC) approval is required before building permit submittal for the church addition. The submitted elevations and site plan will be fully analyzed with the future applications.

Conceptual building elevations were submitted for the proposed church addition as shown in Section VIII.E. Final design is required to comply with the design standards in the Architectural Standards Manual (ASM).

E. Transportation Analysis

1. Access (Comp Plan 6.01.02B, Comp Plan 6.01.02C, UDC 11-3A-3, UDC 11-3H-4):

The applicant shall be required to reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity. Staff shall require new development to establish street connections to existing local roads and collectors as well as to underdeveloped adjacent properties. Access to the property is from E. Commercial Court via N. Eagle Road.

2. Pathways (Comp Plan 3.07.01E, UDC 11-3A-8):

The Meridian Pathways Master Plan should be integrated into the site development review process to ensure plan pathways are built out as adjacent land develops. There are existing pathways on the property and no other pathways are being proposed or required for the proposed development. *There is an existing ten (10) foot wide multiuse pathway along N. Eagle Road, no additional pathways are required.*

3. Sidewalks (UDC 11-3A-17):

There is an existing detached ten (10) foot wide sidewalk/multiuse pathway along N. Eagle Road. The applicant will be required to install a five (5) foot wide sidewalk along E. Commercial Court with the church addition.

F. Services Analysis

1. Pressurized Irrigation (UDC 11-3A-15):

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.

2. 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.

3. Utilities (Comp Plan 3.08.02A, Comp Plan 3.08.02C, UDC 11-3A-21):

Staff will communicate planning efforts with local decision makers and utility service providers, including irrigation districts, energy, natural gas, solid waste, and telecommunications. Staff will regularly coordinate with other public utilities and essential service providers and annually review master plans for public facilities and services; update as needed. Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development. All utilities are available to the site. Water main, fire hydrant and water service require a twenty-foot (20) wide easement that extends ten (10) feet past the end of main, hydrant, or water meter. No permanent structures, including trees are allowed inside the easement.

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 annexation ordinance adoption, and the developer. NOTE: A Certificate of Zoning Compliance and Administrative Design Review application shall not be submitted until the Rezone Ordinance is approved by City Council.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the rezone. The DA shall, at minimum, incorporate the following provisions:

- a. Future development of this site shall be generally consistent with the conceptual development plan and building elevations included in Section VIII and the provisions contained herein.
- b. The only uses allowed to operate on the property are church or place of religious worship (UDC 11-4-3-6) and education institution (UDC 11-4-3-14).

B. Meridian Public Works

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=351925&dbid=0&repo=MeridianCity>

C. Meridian Fire Department

No comment

D. Meridian Police Department

No comment

E. Meridian Park's Department

No pathways required with this application.

F. Meridian Irrigation Districts

1. Nampa & Meridian Irrigation District

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=351925&dbid=0&repo=MeridianCity>

G. Idaho Department of Environmental Quality (DEQ)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=351925&dbid=0&repo=MeridianCity>

H. Ada County Highway District (ACHD)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=351925&dbid=0&repo=MeridianCity>

I. Idaho Transportation Department (ITD)

See public record (copy the link into a separate browser)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=351925&dbid=0&repo=MeridianCity>

V. FINDINGS

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

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

VI. ACTION

A. Staff:

Staff recommends approval of the proposed amendment to the Future Land Use Map and Rezone per the provisions in Section V in accord with the Findings in Section VI.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on September 19, 2024. At the public hearing, the Commission moved to recommend approval of the subject CPAM and Rezone requests.

1. Summary of Commission public hearing:

- a. In favor: Tamara Thompson, The Land Group
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: Tim Wallace – wants assurance that if the CPAM is approved that his property will not be affected and will maintain the same rights they have with the current zoning. Wanted to make sure they would not be subject to any new limitations of being next door to a C-G zoned property.
- e. Staff presenting application: Linda Ritter
- f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by Commission:
 - a. None
4. Commission change(s) to Staff recommendation:
 - a. None

5. Outstanding issue(s) for City Council:
 - a. None

C. City Council:

The Meridian City Council heard these items on October 22, 2024. At the public hearing, the Council moved to approve the subject Comprehensive Plan Map Amendment and rezone requests.

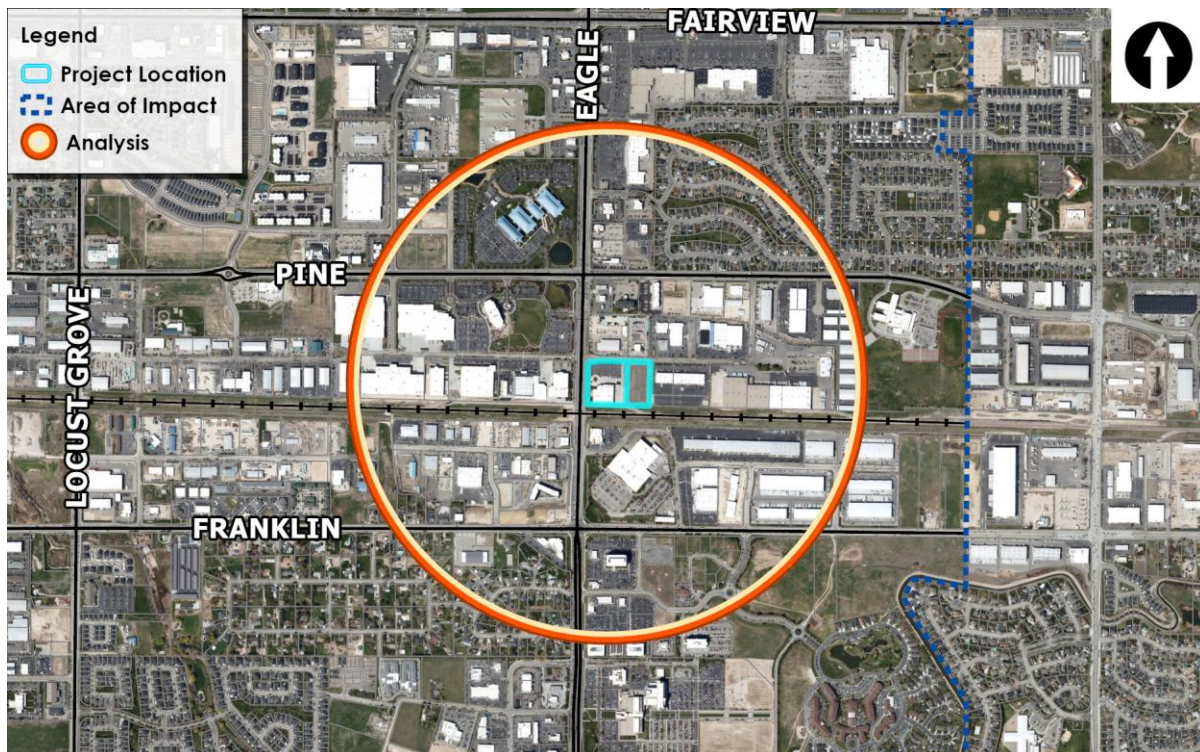
1. Summary of the City Council public hearing:
 - a. In favor: Tamara Thompson, Land Group and Pastor Wade Moore, Life Church
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Linda Ritter
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. Industrial land starting to shrink and utilized by other uses. Wanted to know why churches were purchasing properties within the industrial zoning areas
4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

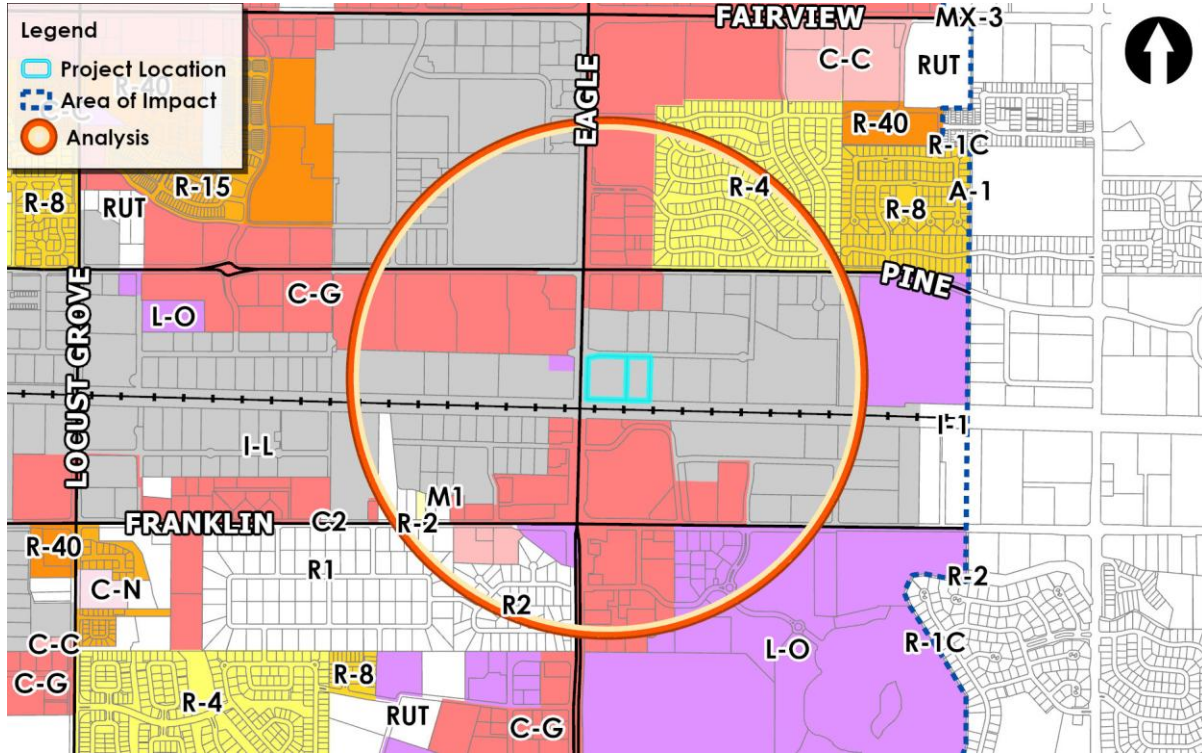
A. Project Area Maps

(link to [Project Overview](#))

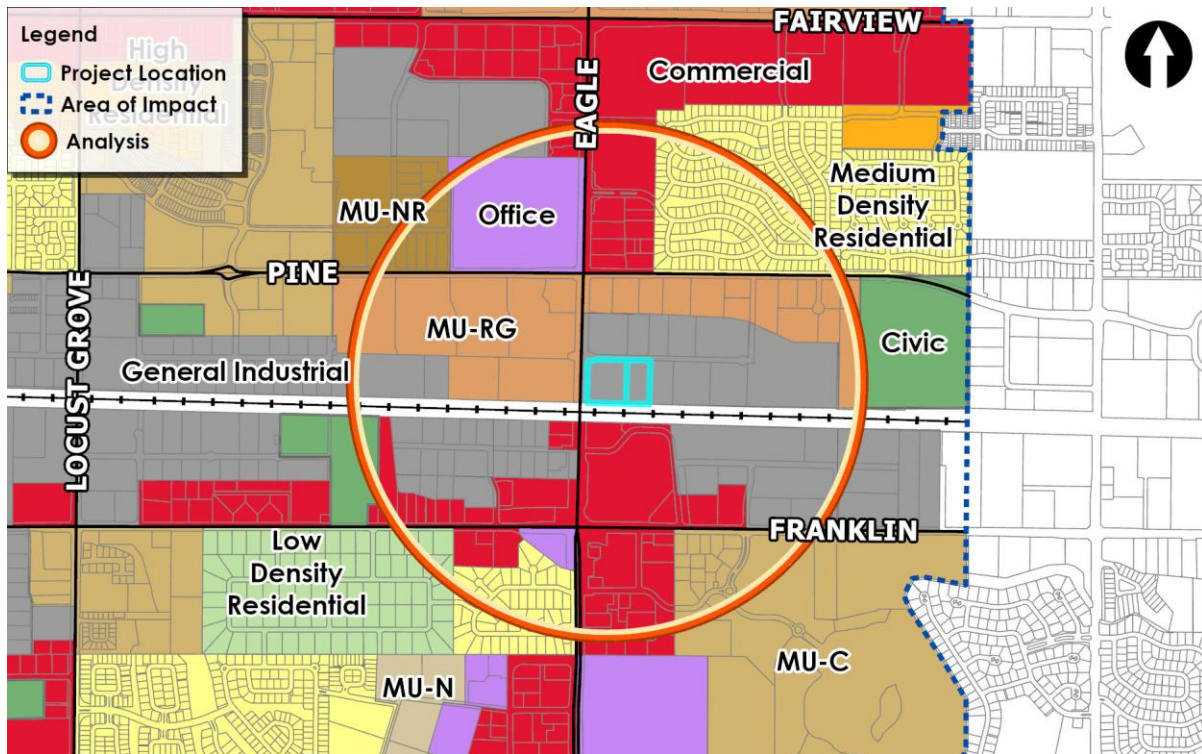
1. Aerial



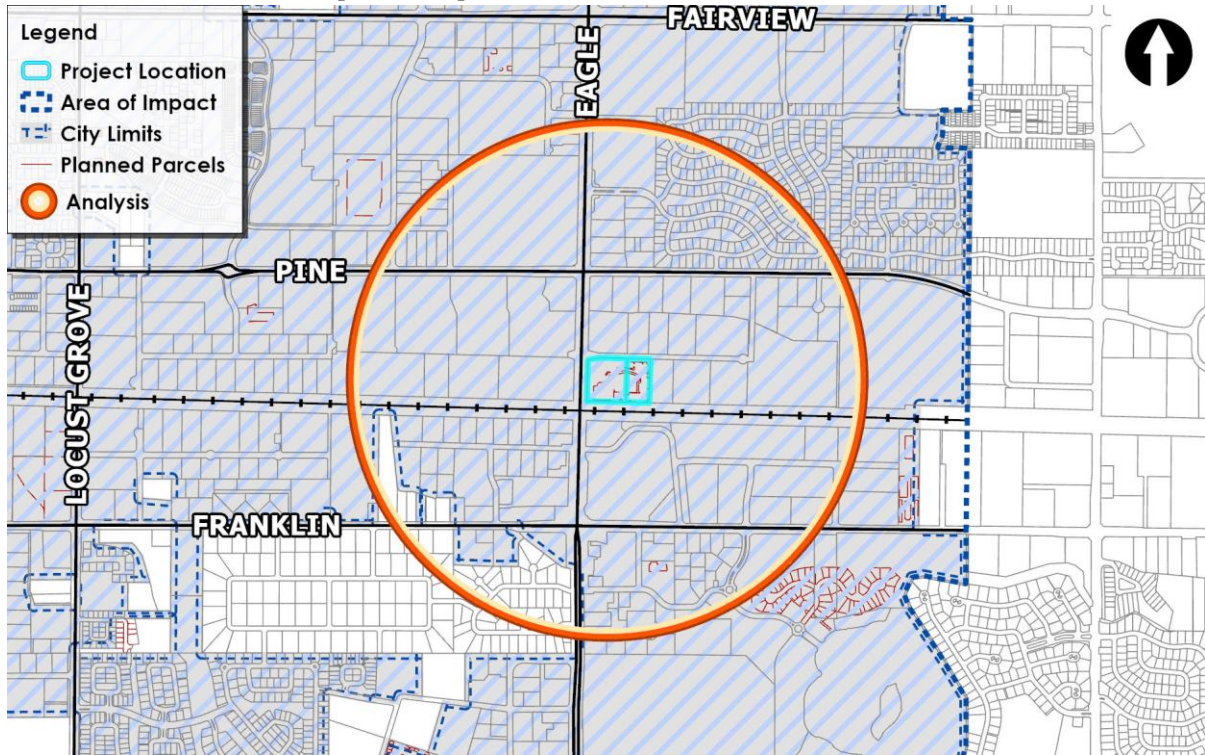
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos





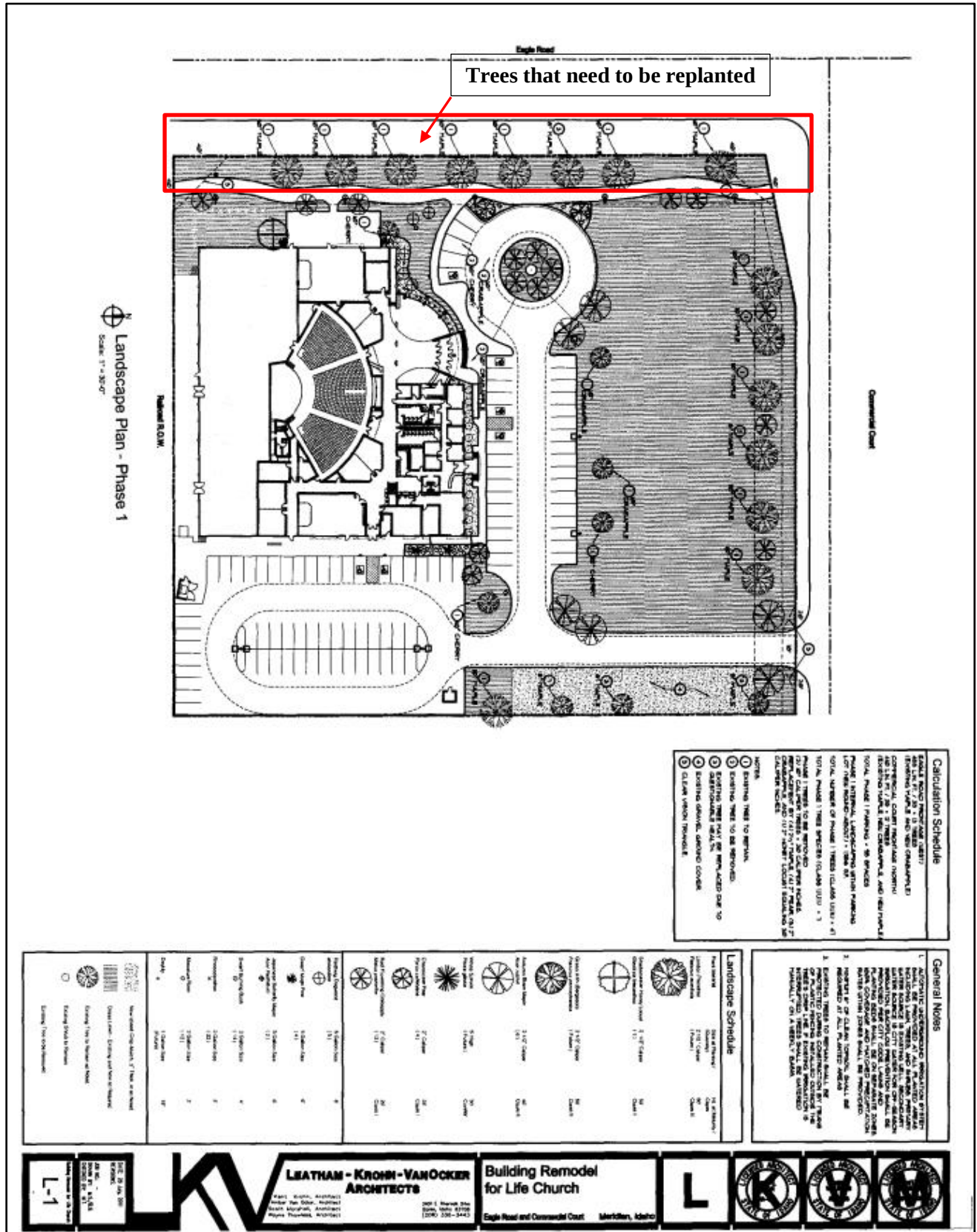


C. Service Accessibility Report

PARCEL R1527260042 SERVICE ACCESSIBILITY		
Overall Score: 38		98th Percentile
Criteria	Description	Indicator
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	Within 1/4 mile of future transit route	YELLOW
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

[illegible]

E. CUP Approved Landscape Plan (date: 2/28/2011)



F. Building Elevations (date: 6/13/2024)







G. Rezone Exhibit Map & Legal Description

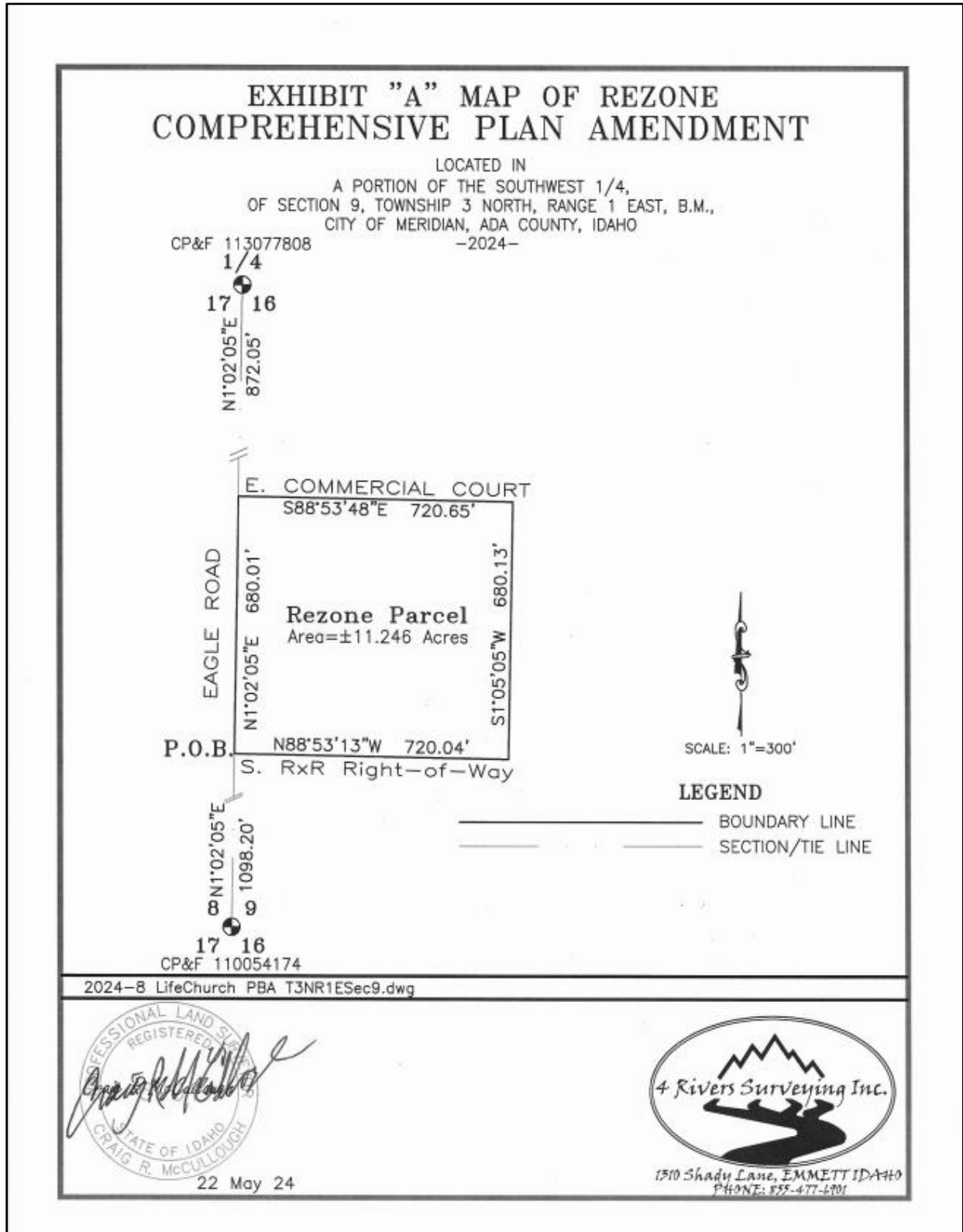


EXHIBIT "B"

REZONE LEGAL DESCRIPTION

A Rezone being located in the SW1/4 of Section 9, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and described as follows:

Commencing at a brass cap monument as shown on Corner Record No. 110054174 marking the SW corner of said Section 9, thence along the west line of said SW1/4 and the centerline of Eagle Road N01°02'05"E a distance of 1098.20 feet to the POINT OF BEGINNING.

Thence continuing N01°02'05"E a distance of 680.01 feet to a point from which a brass cap monument marking the NW corner of said SW1/4 as shown on Corner Record No. 113077808 bears N01°02'05"E a distance of 872.05 feet,

Thence leaving said west line and along the centerline of East Commercial Court S88°53'48"E a distance of 720.65 feet to a point.

Thence leaving said centerline S01°05'05"W a distance of 680.13 feet to a point on the southerly right-of-way of the Oregon Shortline railroad;

Thence along the said southerly right-of-way N88°53'13"W a distance of 720.04 feet to the POINT OF BEGINNING;

Said Rezone containing 11.246 acres more or less.



H. CPAM Exhibit (date: 07/16/ 2024)

