

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
2. **Reves LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 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 **Reves, LLC**, an Idaho limited liability company, whose address is 909 S. Allante Pl., Boise, ID 83709, 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 1256 S. Rackham Way, Meridian, Idaho 83642, 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 development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement recorded in Ada County as Instrument #2016-106278 and a subsequent Development Agreement Modification to aforementioned Development Agreement recorded in Ada County as Instrument #2019-028379, 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 5th of March, 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 (Inst. #2016-106278) and subsequent Development Agreement Modification (Inst. #2019-028379) and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring 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 **Reves, LLC**, whose address is 909 S. Allante Pl., Boise, Idaho 83709, 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 of Property located in the County of Ada, City of Meridian as described in **Exhibit “A,”** describing a parcel to be removed from an existing Development Agreement recorded in Ada County as Instrument #2016-106278 and subsequent Development Agreement Modification recorded in Ada County as Instrument #2019-028379, with such parcel being bound by this new Agreement, which **Exhibit “A”** is attached hereto and by this reference incorporated herein as if set forth at length.

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

4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.

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

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

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

a. Future development of the subject property shall substantially comply with the conceptual development plan and perspective drawing 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.

b. All future structures on the site and the layout of the site shall comply with the design standards listed in UDC 11-3A-19 and in the Architectural Standards Manual.

6. **COMPLIANCE PERIOD:** This Agreement must be fully executed within six (6) months after the date of the Findings or it is null and void.

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

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

- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

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

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer.

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

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

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

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

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

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:
Reves, LLC
909 S. Allante Pl.
Boise, Idaho 83709

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 on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and 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 herein above provided.

**OWNER:
Reves LLC**

Arthur P. Laos

**By: Arthur P. Laos
Its: Member**

STATE OF ID)
 : ss:
County of Ada)

On this 15th day of march, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur Laos, known or identified to me to be the member of **Reves LLC** and the person who signed above and acknowledged to me that they executed the same.

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

(SEAL)



Marce Parrott

Notary Public
My Commission Expires: 07.13.26

**OWNER:
Reves LLC**

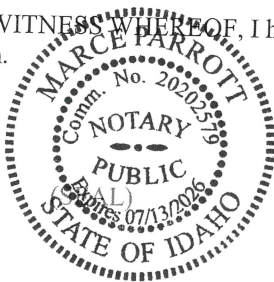
Carrie Lynn Thomas

**By: Carrie Lynn Thomas
Its: Member**

STATE OF ID)
 : ss:
County of Ada)

On this 15th day of march, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Carrie Thomas, known or identified to me to be the member of **Reves LLC** and the person who signed above and acknowledged to me that they executed the same.

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



Marce Parrott

Notary Public
My Commission Expires: 07.13.26

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



1001 N. Rosario Street Suite 100
Meridian, ID 83642
P (801) 352-0075 F (801) 352-7989

11/28/2023

Project No. 23-5011

Legal Description Parcel "F"

Meridian Medical Partners

A parcel of land being Parcel E and a portion of Parcel D of Record of Survey Number 11595 of Ada County Records, being a Property Boundary Adjustment of Oxygen Subdivisions, located in the Southwest One Quarter of the Southwest One Quarter of Section 16, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Section 16 of said Township 3 North, Range 1 East, (from which point the South One Quarter Corner of said Section 16 bears South 89°14'17" East, 2665.07 feet distant), Thence North 00°40'46" West, a distance of 1326.95 feet on the West line of said Section 16 to the South 1/16th Section Corner common to Sections 16 and 17 of said Township 3 North, Range 1 East; Thence South 89°14'37" East a distance of 240.69 feet on the east west 1/16th Section Line of said Section 16, to the Northwest corner of Oxygen Subdivision No. 3, of Ada County Records, and being the Northwest corner of Parcel E of said Record of Survey Number 11595, said point also being the Point of Beginning;

Thence South 89°14'37" East, a distance of 346.85 feet on the northerly boundary line of said Parcel E to the Northeast corner of said Parcel E;

Thence South 00°22'59" East, a distance of 293.25 feet on the easterly boundary line of said Parcel E and the easterly boundary line of Parcel D of said Record of Survey Number 11595;

Thence South 89°36'37" West, a distance of 395.82 feet on the point on the westerly boundary line of said Parcel D;

Thence North 08°53'44" East, a distance of 304.17 feet on the westerly boundary line of said Parcel D and E, which line is also the easterly right of way of South Rackham Way to the Point of Beginning.

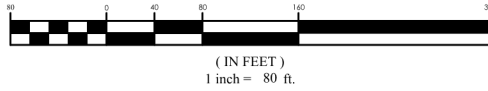


17 16

WEST QUARTER CORNER OF SECTION 16, T3N, R1E, B.M. BRASS CAP

CALCULATED: S0°40'53"E 1326.75'

GRAPHIC SCALE



1/16 CORNER OF SECTION 16, T3N, R1E, B.M. CALCULATED

POINT OF BEGINNING

R7319430100 BVABC EAGLE VIEW LLC

INSTRUMENT #2022020363 R7319430200 BVABC EAGLE VIEW OFFICE NO 3 LLC

S89°14'37"E 240.69' (TIE)

S89°14'37"E = 346.85'

FLATIRON LANE (PRIVATE 30' - WIDE)

N00°40'46"W 1326.95' (TIE)

N8°53'44"E 304.17'

RACKHAM WAY (PUBLIC 60' - WIDE)

PARCEL "F"
PARCEL ID# R6819240215
INSTRUMENT #2021162415
REVES LLC
AREA: 2.53 ACRES±
1256 SOUTH RACKHAM WAY
MERIDIAN, ID 83642

22°59"E = 293.25'

INSTRUMENT #2021003315 R6819220210 MERIDIAN HOTEL HOLDINGS LLC

(RECORD: N00°40'46"W 2653.90')
N0°40'49"W 2653.79' SECTION LINE

S89°36'37"W 395.82'

PARCEL "G"
ROS 13005
INSTRUMENT #2021140469
R6819230215
B&B LAND LLC

INSTRUMENT #2021140469 R6819220220 B&B LAND LLC



SOUTH QUARTER CORNER OF SECTION 16, T3N, R1E, B.M. BRASS CAP

17 16

20 21

BASIS OF BEARING: S89°14'17"E 2665.07'

16

21



6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

WATTS MERIDIAN MEDICAL PARTNERS SUBDIVISION

LEGAL DESCRIPTION PARCEL "F" EXHIBIT

Date Created: 01/26/24
Scale: 1"=80'
Drawn: JS
Job: 23-5011
Sheet:

EXHIBIT B

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



In the Matter of the Request for Modification to the Existing Development Agreement (H-2015-0024, Inst. #2016-106278; H-2019-0016, Inst. #2019-028379) to Remove the Subject Property from the Agreement and Include it in a New Agreement with an Updated Conceptual Development Plan for Watts Meridian Medical Partners by Rigby Watts & Co.

Case No(s). H-2023-0075

For the City Council Hearing Date of: February 20, 2024 (Findings on March 5, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of February 20, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of February 20, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of February 20, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of February 20, 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 February 20, 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 modification to the development agreement is hereby approved per the provisions in the Staff Report for the hearing date of February 20, 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 February 20, 2024

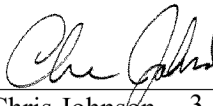
By action of the City Council at its regular meeting held on the 5th day of March, 2024.

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




Mayor Robert E. Simison 3-5-2024

Attest:



Chris Johnson 3-5-2024
City Clerk



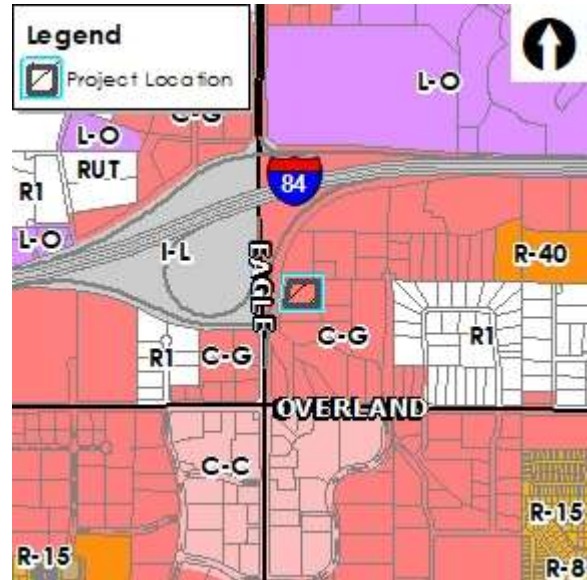
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  _____ Dated: 3-5-2024
City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: February 20, 2023
 TO: Mayor & City Council
 FROM: Sonya Allen, Associate Planner
 208-884-5533
 SUBJECT: [H-2023-0075](#)
 Watts Meridian Medical Partners – MDA
 LOCATION: 1256 S. Rackham Way, in the SW 1/4 of Section 16, T.3N., R.1E. (Parcel #R6819240215)



I. PROJECT DESCRIPTION

Modification to the existing Development Agreement (H-2015-0024, Inst. #2016-106278; H-2019-0016, Inst. #2019-028379) to remove the subject property from the agreement and include it in a new agreement with an updated conceptual development plan.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	2.53-acres
Future Land Use Designation	Mixed Use – Regional (MU-R)
Existing Land Use	Vacant/undeveloped
Proposed Land Use(s)	Healthcare or social service (i.e. medical offices) and/or professional service
Current Zoning	C-G (General Retail & Service Commercial)
Proposed Zoning	NA
Physical Features (waterways, hazards, flood plain, hillside)	None
Neighborhood meeting date	12/11/23
History (previous approvals)	Annexation Ordinance #719; H-2015-0024 (Eagle Commons at Overland – DA Inst. #2016-106278); H-2017-0061 (Oxygen Sub. #1 SHP); H-2017-0062 (Oxygen Sub. #2 SHP); H-2017-0063 (Oxygen Sub. #3 SHP); H-2019-0016 (Amended DA Inst. #2019-028379); PBA-2021-0008 (ROS #13005)

III. APPLICANT INFORMATION

A. Applicant:

Adam Watts, Rigby Watts & Co. – 2221 South 2000 East, Salt Lake City, UT 84106

B. Owner:

Reves, LLC – 909 S. Allante Pl., Boise, ID 83709

C. Representative:

Same as Applicant

IV. NOTICING

	City Council Posting Date
Newspaper notification published in newspaper	2/4/2024
Radius notification mailed to property owners within 300 feet	2/20/2024
Public hearing notice sign posted on site	1/13/2024
Nextdoor posting	2/5/2024

V. STAFF ANALYSIS

The Applicant proposes to modify the existing Development Agreement (DA) (H-2015-0024 Eagle Commons at Overland – DA Inst. #2016-106278) required with annexation of the property in 1995 (Ordinance #719), which was later amended in 2019 (H-2019-0016 – Inst. #2019-028379), to update the conceptual development plan for the site. The existing DA covers a larger 73.5+/- acre area which is now under several different ownerships. For this reason, a new DA is proposed as part of the modification that will only apply to the subject 2.53-acre property.

The existing DA provisions and conceptual development plan is included in Sections VII.A and B below, respectively. The existing plan depicts one (1) commercial building pad on the site. The proposed plan depicts two (2) 2-story office buildings consisting of 22,000 square feet (s.f.) and 15,808 s.f. and associated parking and landscaping; a perspective drawing of the structures and site was also submitted as shown in Section VII.C below. The Applicant has also submitted a short plat application to subdivide the parcel into two (2) lots, one for each building, and associated parking, which is currently in process.

The proposed uses (i.e. healthcare or social services; or professional service) are listed as principal permitted uses in the C-G zoning district per UDC Table [11-2B-2](#). Future development is subject to the dimensional standards listed in UDC [Table 11-2B-3](#).

A cross-access easement and maintenance agreement exists for the overall development, including this site, which allows shared use of abutting drives and details the maintenance responsibilities associated with those drives (Inst. #[2020-003133](#)).

With the previous plats for Oxygen Subdivision, additional right-of-way (ROW) was dedicated for the expansion of S. Rackham Way to local street standards.

Staff has reviewed the existing DA provisions and most have either already been satisfied or are not

applicable to development of this site. Staff has included those that are still applicable with some modifications as applicable to this site in Section VII.D below for inclusion in the new DA.

VI. DECISION

- A. Staff: Staff recommends approval of the proposed Development Agreement modification as requested by the Applicant.
- B. The Meridian City Council heard these items on Feb. 20th. At the public hearing, the Council moved to approve the subject MDA request.
 - 1. Summary of the City Council public hearing:
 - a. In favor: Adam Watts, Applicant
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: Adam Watts, Applicant (in agreement with staff report)
 - 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. Existing Development Agreement Provisions

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

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

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

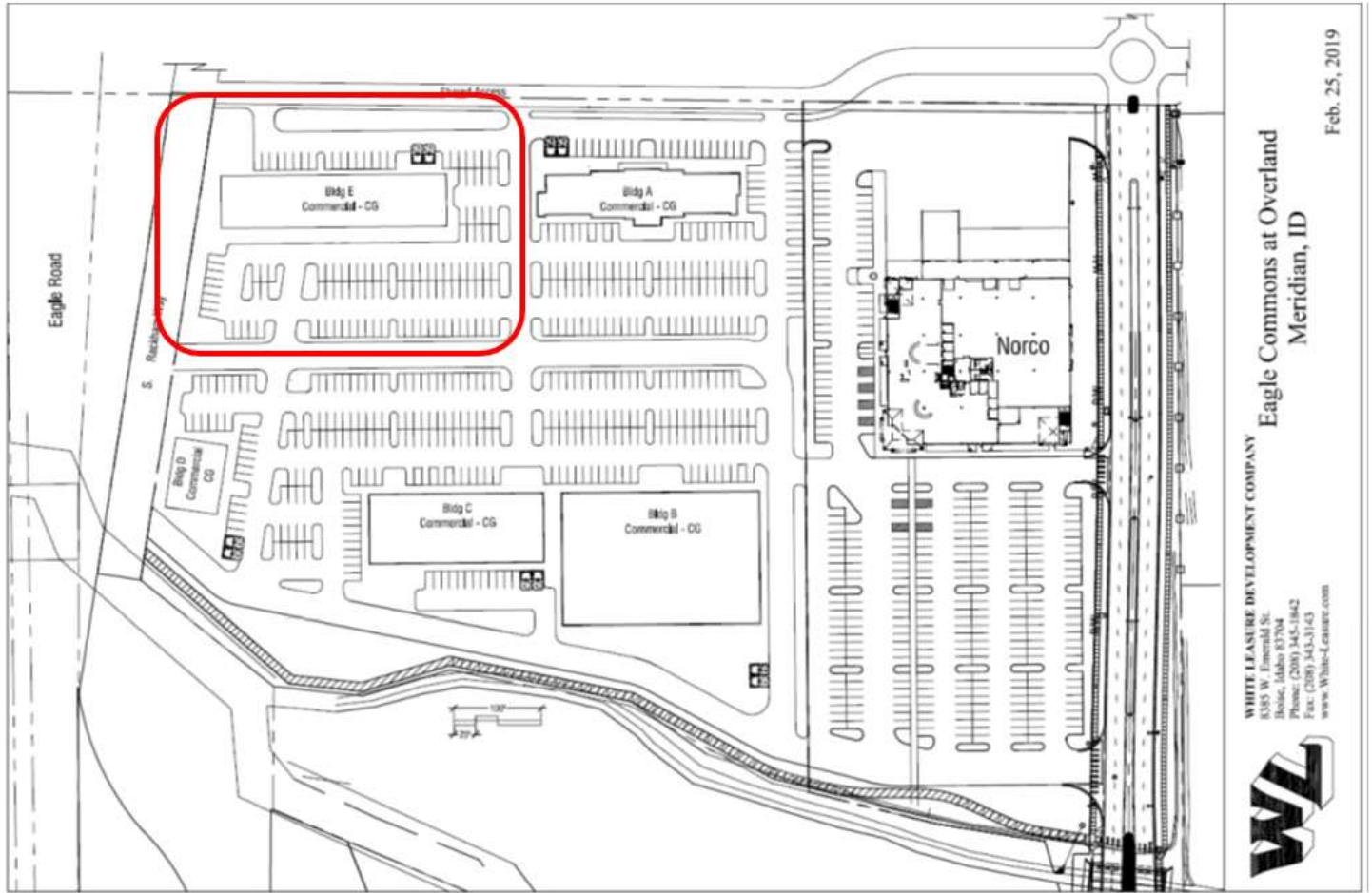
5. ***CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:***

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

- a. The subject property shall develop in substantial compliance with the conceptual development plan included in Exhibit "A".
- b. A 10-foot wide multi-use pathway shall be constructed along the north side of the Five Mile Creek from the west to the east boundary of the site as set forth in the Pathways Master Plan. Landscaping is required to be installed on each side of the pathway along the creek in accord with the standards listed in UDC 11-3B-12C. A public pedestrian easement is required to be submitted to the City, approved by City Council and recorded for the multi-use pathway along the creek with the first phase of development.
- c. Minimum five-foot wide pedestrian walkways shall be provided internally within the site from the multi-use pathway connecting to the sidewalk along E. Overland Road and S. Rackham Way to the main building entrances with each phase of development; and for drive aisle lengths greater than 150 parking spaces or 200' away from the primary building entrances – internal pedestrian walkways should be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks as set forth in UDC 11-3A-19B.4.
- d. The Five Mile Creek shall remain open as a natural amenity and shall not be piped or otherwise covered and shall be protected during construction. Fencing along the waterway shall not prevent access to the waterway, unless Council deems fencing should be required in the interest of public safety in accord with UDC 11-3A-6B.
- e. All future structures on the site and the layout of the site shall comply with the design standards listed in UDC 11-3A-19 and the guidelines listed in the Meridian Design Manual (or any updated versions thereof).
- f. Prior to any development occurring in the Overlay District, a floodplain permit application, including hydraulic and hydrologic analysis is required to be completed and submitted to the city and approved by the Floodplain Administrator, per MCC 10-6.
- g. All lighting proposed on the site shall comply with the standards listed in UDC 11-3A-11C. Light fixtures that have a maximum output of 1,800 lumens or more shall have an opaque top to prevent uplighting; the bulb shall not be visible and shall have a full cutoff shield; and shall be placed such that the effective zone of light (as documented by the photometric test report) shall not trespass on abutting residential properties.

- h. The developer shall dedicate additional right-of-way along the west property boundary to widen S. Rackham Way to local street standards with curb, gutter and sidewalk with subdivision of the property, unless S. Rackham Way is vacated.
- i. A street light plan will need to be included as part of the development plan submittal. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272
- j. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- k. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. The applicant may be eligible for reimbursement of costs associated with upsizing the sewer and water mains per MCC 8-6-5.
- l. Water modeling will be required prior to development plan submittal to determine the timing of completing the water main loop through the property from the existing 10-inch main stub at E. Overland Road and S. Silverstone Way to the existing 16-inch main adjacent to S. Rackham Way.
- m. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- n. The developer shall enter into a cross-access easement and maintenance agreement with the abutting property owner to the north for the east/west shared driveway adjacent the northern boundary of the site. A recorded copy of the easement agreement shall be submitted to the Planning Division prior to the issuance of the first Certificate of Occupancy for the development.

B. Existing Conceptual Development Plan



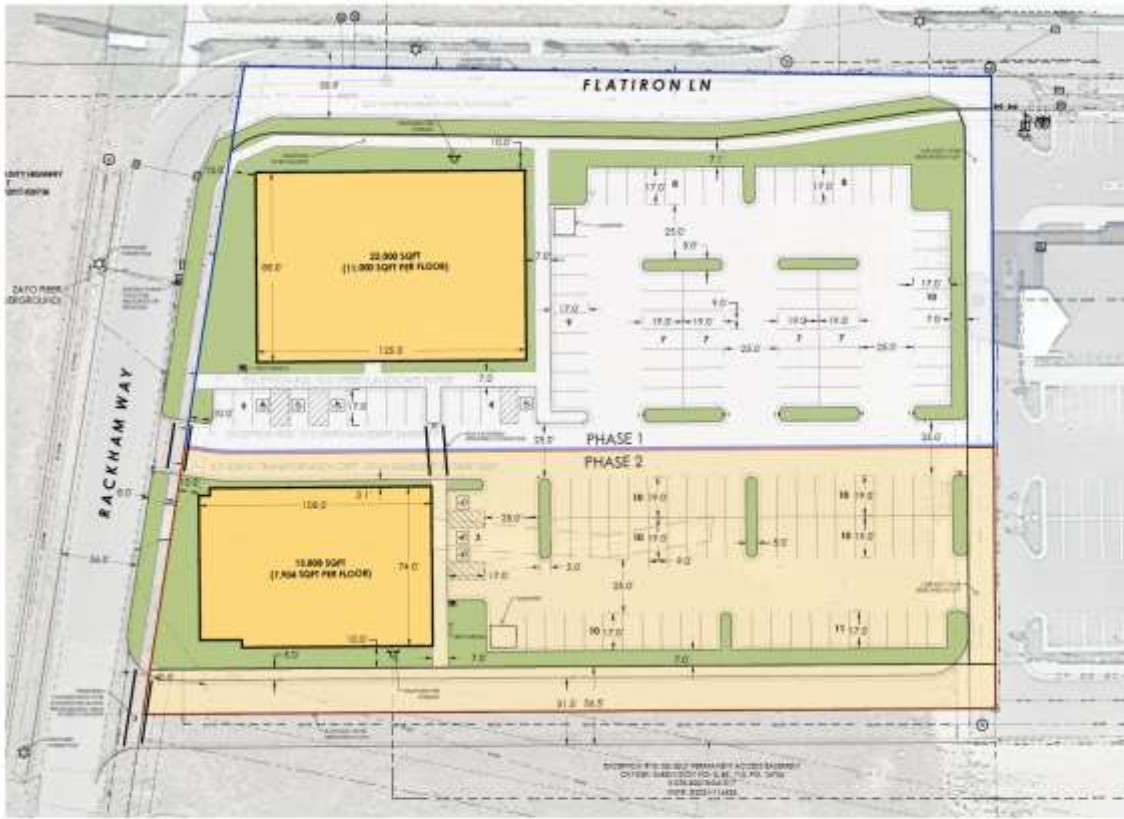
WHITE LEASURE DEVELOPMENT COMPANY
Eagle Commons at Overland
Meridian, ID

Feb. 25, 2019

WHITE LEASURE DEVELOPMENT COMPANY
8385 W. Emerald St.
Boise, Idaho 83704
Phone: (208) 345-1842
Fax: (208) 345-3143
www.White-Leasure.com



C. Proposed Conceptual Development Plan & Perspective Drawing



CONCEPT TABULATIONS

TOTAL ACRES	42.61 ACRES
AREA DEDICATED TO CITY	65.68 ACRES
REMAINING ACRES	65.68
CURRENT ZONE	C-0
PHASE 1 ON-SITE PARKING	76 STALLS
ADA STALLS	4 STALLS
Bike PARKING	4 SPACES
PHASE 1 BUILDING FOOT	22,000 SQFT
REQUIRED PARKING	2 STALLS/1000 SQFT (44 STALLS)
PROVIDED PARKING	4.0 STALLS/1000 SQFT
PHASE 2 ON-SITE PARKING	62 STALLS
ADA STALLS	3 STALLS
Bike PARKING	2 SPACES
PHASE 2 BUILDING FOOT	13,800 SQFT
REQUIRED PARKING	2 STALLS/1000 SQFT (28 STALLS)
PROVIDED PARKING	4.5 STALLS/1000 SQFT
TOTAL ON-SITE PARKING	138 STALLS

Phase 1 Improvements			
Item	sq ft	ACRES	%
Imp/Plant: Streetscape, Road Improvements	31,150	0.72	50%
Building	11,000	0.25	17%
Open Space	1,000	0.02	1%
Landscaping	1,500	0.03	2%
Total Area For Development	45,650	1.04	100%
Area Dedicated to City	13,800	0.31	30%
Total Area Post-Development	31,850	0.73	60%

Phase 2 Improvements			
Item	sq ft	ACRES	%
Imp/Plant: Streetscape, Road Improvements	11,000	0.25	50%
Building	1,500	0.03	1%
Open Space	1,000	0.02	1%
Landscaping	1,500	0.03	2%
Total Area For Development	15,000	0.33	100%
Area Dedicated to City	4,500	0.10	30%
Total Area Post-Development	10,500	0.23	60%

Phase 1 & 2 Totals			
Item	sq ft	ACRES	%
Imp/Plant: Streetscape, Road Improvements	42,150	0.97	50%
Building	26,800	0.61	17%
Open Space	2,000	0.04	1%
Landscaping	3,000	0.07	2%
Total Area For Development	74,950	1.69	100%
Area Dedicated to City	18,300	0.41	24%
Total Area Post-Development	56,650	1.28	60%



WATTS MERIDIAN MEDICAL PARTNERS SUBDIVISION *concept plan*

MERIDIAN CITY, ADA COUNTY
11/28/2023
23-0211



D. Staff Recommended Development Agreement Provisions

1. Future development of the subject property shall substantial comply with the conceptual development plan and perspective drawing included in Section VII.C and the provisions contained herein.
2. All future structures on the site and the layout of the site shall comply with the design standards listed in UDC 11-3A-19 and in the Architectural Standards Manual.