

DEVELOPMENT AGREEMENT

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

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2024 (“Effective Date”), 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 **WWOZ Boise Meridian LLC**, an Idaho limited liability company, whose address is 3070 E. Franklin Road, Meridian, Idaho 83642, 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 3070 E. Franklin Road, 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**, City of Meridian Ordinance No. 737 (“**Ordinance**”), which pertains to the annexation and zoning of the Property, states “[t]hat, as a condition of annexation, the [Owner/Developer] shall be required to enter into a development agreement . . . prior to the issuance of any building permit or plat approval . . .”; and

- 1.5 **WHEREAS**, Owner/Developer submitted an application for a development agreement as required by the Ordinance; and
- 1.6 **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
- 1.7 **WHEREAS**, the record of the proceedings for the requested development agreement 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
- 1.8 **WHEREAS**, on the 26th 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
- 1.9 **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
- 1.10 **WHEREAS**, the property listed in **Exhibit “A”** shall be bound by the Ordinance and the terms contained herein in this Agreement; and
- 1.11 **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.

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 **WWOZ Boise Meridian LLC**, whose address is 3070 E. Franklin Road, Meridian, Idaho 83642, the party that owns 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 the parcel bound by this 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 plans included in Section VII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B,” the standards in the Unified Development Code, and the provisions contained herein.
- b. Mufflers shall be installed on all vacuums to mitigate noise impacts on the abutting hotel use to the north.
- c. Dense landscaping consisting of a mix of evergreen and deciduous trees and shrubs shall be provided along the northern boundary of the site that allows trees to touch within five (5) years of planting to mitigate noise from the proposed development to the hotel use on the abutting property to the north.
- d. The hours of operation of the vehicle washing facility shall be limited from 6:00 a.m. to 10:00 p.m. to mitigate noise impacts on the abutting hotel use to the north.

- e. A 10-foot-wide detached sidewalk shall be installed along E. Franklin Rd. on the Property and, if consent can be acquired, offsite on the adjacent property to the east owned by the Ada County Highway District (“ACHD”).
- f. A 35-foot-wide street buffer, measured from ultimate back of curb location, shall be provided along E. Franklin Rd., an entryway corridor; and a 10-foot-wide street buffer, measured from back of sidewalk, shall be installed along N. Olson Ave., a local street. Landscaping shall be installed within these street buffers in accord with the standards listed in UDC 11-3B-7C, including enhanced landscape standards for entryway corridors (i.e., E. Franklin Rd.).
- g. The future structure 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.
- h. The Owner/Developer shall make a good faith effort to check into the possibility of entering into a license agreement with ACHD for maintenance and/or improvements of/to the abutting property to the east owned by ACHD.

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

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

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner’s/Developer’s heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer’s default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

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

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

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

10. **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.

11. **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 10 above.

12. **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.

13. **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:
WWOZ Boise Meridian, LLC
3070 E. Franklin Rd.
Meridian, Idaho 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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. **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.

22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the Effective Date, as defined hereinabove.

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

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

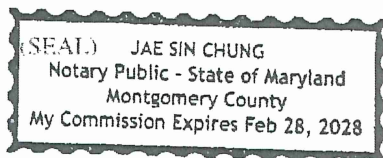
WWOZ Boise Meridian, LLC

By: James A. Mrha
Its: CFO

STATE OF Massachusetts)
County of Hampden) ss:

On this 1st day of May, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared James Hatching Mcha, known or identified to me to be the CFO of **WWOZ Boise Meridian, 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.



Notary Public
My Commission Expires: 02/28/2028

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: _____

November 27, 2023
Project No. 23-152
Legal Description

Exhibit A

A parcel of land situated in a portion of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the Southeast corner of said Section 8, which bears S89°54'35"E a distance of 2,571.02 feet from a found brass cap marking the South 1/4 corner of said Section 8; Thence following the southerly line of said Southeast 1/4 of the Southeast 1/4, N89°54'35"W a distance of 786.83 feet;

Thence leaving said southerly line, N00°05'25"E a distance of 40.00 feet to a found 5/8-inch rebar on the northerly right-of-way line of E. Franklin Road and being the **POINT OF BEGINNING**.

Thence following said northerly right-of-way line, N51°57'14"W a distance of 33.31 feet to a found brass plug marking the northeasterly intersection of E. Franklin Road and N. Olson Avenue;

Thence leaving said northerly right-of-way line and following the easterly right-of-way line of said N. Olson Avenue, N00°04'29"E a distance of 105.54 feet to a found brass plug on the southerly boundary of a parcel of land as described in Quitclaim Deed per Instrument No. 2021-150649;

Thence following said southerly Quitclaim Deed boundary the following five (5) courses:

1. N45°56'21"E a distance of 25.01 feet to a found 5/8-inch rebar;
2. N89°07'13"E a distance of 96.77 feet to a found 5/8-inch rebar;
3. N70°20'20"E a distance of 31.38 feet;
4. N87°52'21"E a distance of 239.10 feet to a found 5/8-inch rebar;
5. S89°54'35"E a distance of 200.00 feet to a found 5/8-inch rebar;

Thence leaving said southerly Quitclaim Deed boundary, S01°28'03"W a distance of 147.00 feet to a found 5/8-inch rebar on said northerly right-of-way line of E. Franklin Road;

Thence following said northerly right-of-way line the following three (3) courses:

1. N89°52'51"W a distance of 39.66 feet to a found 5/8-inch rebar
2. S87°08'42"W a distance of 350.39 feet to a found 5/8-inch rebar;
3. N89°54'35"W a distance of 163.74 feet to the **POINT OF BEGINNING**.

Said parcel contains 2.012 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



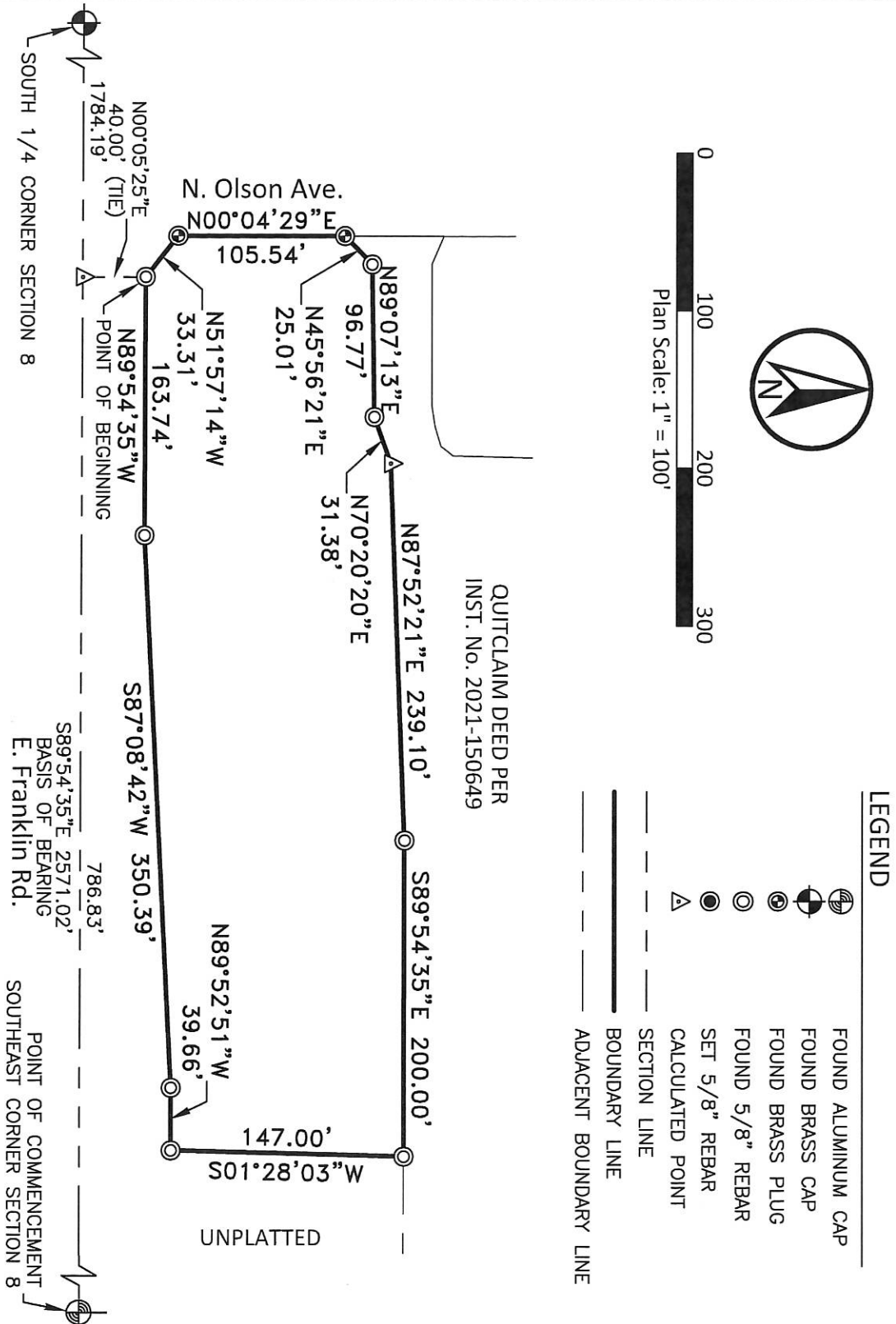
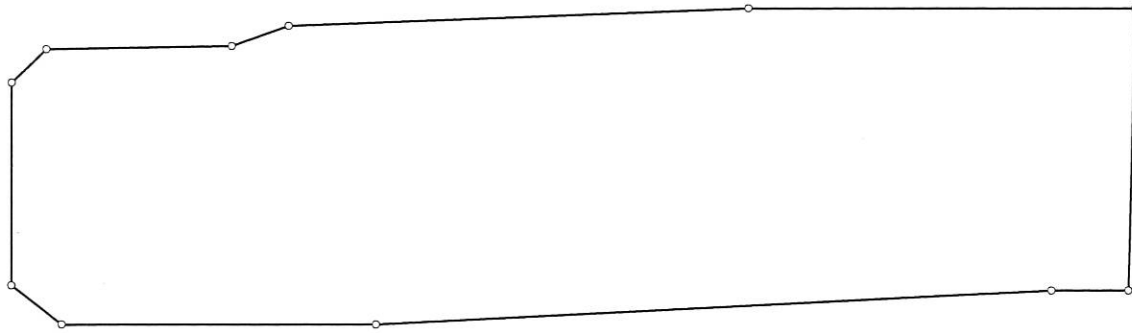


Exhibit B
Boundary Exhibit

A portion of the SE 1/4 of the SE 1/4 of Section 8
T.3N., R.1E., B.M., City of Meridian, Ada County, ID

DATE: November 2023
PROJECT: 23-152
SHEET: 1 OF 1



Title:

Date: 11-27-2023

Scale: 1 inch = 100 feet

File: Deed Plotter.des

Tract 1: 2.012 Acres: 87651 Sq Feet: Closure = s45.2429w 0.00 Feet: Precision = 1/435937: Perimeter = 1432 Feet

001=n51.5714w 33.31
002=n00.0429e 105.54
003=n45.5621e 25.01
004=n89.0713e 96.77

005=n70.2020e 31.38
006=n87.5221e 239.10
007=s89.5435e 200.00
008=s01.2803w 147.00

009=n89.5251w 39.66
010=s87.0842w 350.39
011=n89.5435w 163.74

EXHIBIT B

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



In the Matter of the Request for Request for a New Development Agreement with a Modification to the Terms of the Agreement Required with the Annexation Ordinance (#737 Haskin Green), by KM Engineering.

Case No(s). H-2023-0064

For the City Council Hearing Date of: March 12, 2024 (Findings on March 26, 2024)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 12, 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 March 12, 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 conditions of approval in the Staff Report for the hearing date of March 12, 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 March 12, 2024

By action of the City Council at its regular meeting held on the 26th day of March, 2024.

COUNCIL PRESIDENT JOE BORTON VOTED _____

COUNCIL VICE PRESIDENT LIZ STRADER VOTED AYE

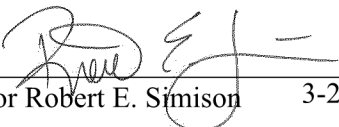
COUNCIL MEMBER DOUG TAYLOR VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER JOHN OVERTON VOTED _____

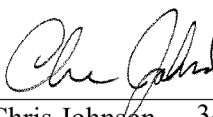
COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)



Mayor Robert E. Simison 3-26-2024

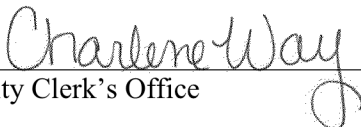
Attest:



Chris Johnson 3-26-2024
City Clerk



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

By:  _____ Dated: 3-26-2024
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



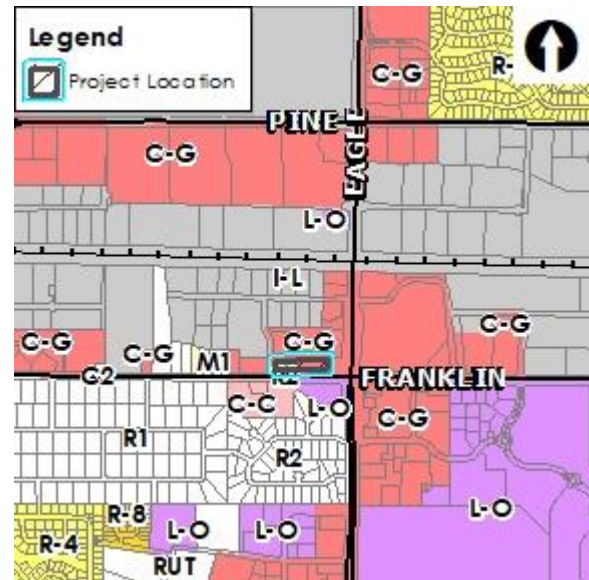
HEARING DATE: March 12, 2024

TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533

SUBJECT: [H-2023-0064](#)
Ultra Clean Franklin – MDA

LOCATION: 3070 E. Franklin Rd., in the SE 1/4 of
Section 8, T.3N., R.1E. (Parcel
#S1108449810)



I. PROJECT DESCRIPTION

Request for a new development agreement with a modification to the terms of the agreement required with the annexation ordinance (#737 Haskin Green).

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	2.01-acres
Future Land Use Designation	Commercial
Existing Land Use	Vacant/undeveloped
Proposed Land Use(s)	Vehicle washing facility
Current Zoning	C-G (General Retail & Service Commercial)
Proposed Zoning	NA
Physical Features (waterways, hazards, flood plain, hillside)	The land slopes down significantly to the north.
Neighborhood meeting date	11/20/23
History (previous approvals)	Ord. #737 Haskin Green; PBA-2021-0016 (ROS #13121)

III. APPLICANT INFORMATION

A. Applicant:

Stephanie Hopkins, KM Engineering, LLP – 5725 N. Discovery Way, Boise, ID 83713

B. Owner:

WWOZ Boise Meridian, LLC – 3070 E. Franklin Rd., Meridian, ID 83642

C. Representative:

Same as Applicant

IV. NOTICING

	City Council Posting Date
Newspaper notification published in newspaper	2/25/2024
Radius notification mailed to property owners within 300 feet	2/24/2024
Public hearing notice sign posted on site	2/23/2024
Nextdoor posting	2/26/2024

V. STAFF ANALYSIS

The Annexation Ordinance ([#737](#)) approved for the property in 1996, requires the property owner to enter into a Development Agreement (DA) with the City prior to issuance of a building permit or plat approval, whichever occurs first. The ordinance includes requirements for inclusion in the future DA and compliance with the [Findings](#) associated with the annexation. *See DA requirements in Section VII.A below.*

No development has occurred on the property and the property has changed ownership since it was annexed. The original plan was to subdivide the property for individual building sites but that plan never came to fruition. The new owner would like to develop the property with a vehicle washing facility. Because there are many outdated requirements for the DA and references to City Code that are no longer in effect, Staff recommends new provisions with this application that are applicable to the proposed development, which will replace the original ones. The Applicant's [narrative](#) provides a response to the existing requirements.

A conceptual development plan was submitted, included in Section VII.B, that shows how the site is proposed to develop with a vehicle washing facility. Future development is required to comply with the dimensional standards for the C-G district listed in UDC [Table 11-2B-3](#).

The property is currently zoned C-G (General Retail and Service Commercial), which allows a vehicle washing facility as a principal permitted use, subject to the specific use standards listed in UDC [11-4-3-39](#), as follows:

- A. A site plan shall be submitted that demonstrates safe pedestrian and vehicular access and circulation on the site and between adjacent properties. At a minimum, the plan shall demonstrate compliance with the following standards:
 1. Stacking lanes shall have sufficient capacity to prevent obstruction of the public right-of-way by patrons. *Three (3) stacking lanes are proposed, which should provide sufficient capacity to prevent obstruction of the public right-of-way.*
 2. The stacking lane shall be a separate lane from the circulation lanes needed for access and parking. *Vehicles stack in the drive leading into the carwash on the south side of the building, which is a separate drive than the one on the north side of the building that exits the carwash with access to parking for use of the vacuums.*
 3. The stacking lane shall not be located within ten (10) feet of any residential district or existing

residence. *There are no residential districts or existing residences within 10 feet of the stacking lanes.*

4. A letter from the transportation authority indicating the site plan is in compliance with the highway district standards and policies shall be required. *This will be required with the Certificate of Zoning Compliance application.*
- B. Within the industrial districts, a vehicle washing facility shall be allowed only as an accessory use to a gasoline or diesel fuel sales facility for use by non-passenger vehicles. The vehicle washing facility shall be limited in capacity to a single vehicle. The intent is to discourage facilities that cater to passenger vehicles. *Not applicable (this property is in a commercial district).*
- C. Any use that is not fully enclosed shall be located a minimum of one hundred (100) feet from any abutting residential district, and shall be limited in operating hours from 6:00 a.m. to 10:00 p.m. *There are no residential districts abutting this site; however, an extended stay hotel was recently constructed on the abutting property to the north. The Applicant states the proposed hours of operation are from 7:00 am to 9:00 pm. Staff recommends hours are restricted from 6:00 am to 10:00 pm to minimize any negative impacts to the adjacent hotel use.*
- D. If the use is unattended, the standards set forth in [section 11-3A-16](#) of this title shall also apply. *Not applicable (the use will be attended).*

Although residential uses do not abut this site, the extended stay hotel (Waterwalk) to the north will likely be impacted by the noise from the proposed carwash and vacuums. For this reason, Staff recommends the Applicant provide dense landscaping (i.e. a mix of evergreen and deciduous trees and shrubs) that allows trees to touch within five (5) years of planting along the northern boundary of the site. The Applicant states the type of vacuums planned to be installed come with mufflers, which should assist in reducing the noise impacts to adjacent properties. To ensure mufflers are provided, Staff recommends a provision in the DA requiring such.

Access is proposed via N. Olson Ave., a local street along the west side of the site; no access is proposed via E. Franklin Rd., a commercial arterial street, along the southern boundary of the site nor is it allowed. A cross-access easement (Inst. #[2021-105300](#)) was required to this property with the DA for Waterwalk (H-2019-0111, Inst. #[2020-011637](#)), the project to the north. However, there is a 9'3" fall in grade from the proposed driveway to the existing driveway and a significant cross-slope exists, which would make a shared access difficult (see grading exhibit in Section VIII.E below). For this reason, Staff and ACHD supports the proposed access via Olson and does not recommend the cross-access easement with the property to the north is utilized.

An attached sidewalk exists along E. Franklin Rd., which is proposed to be replaced with a detached sidewalk in accord with UDC [11-3A-17C](#). **Staff recommends a 10-foot wide detached sidewalk is installed on this property as well as off-site on the adjacent property to the east owned by ACHD if consent can be acquired from the property owner.**

The Snyder Lateral bisects the western portion of this site within a 40-foot wide NMID easement depicted on the site plan and is proposed to be piped in accord with UDC [11-3A-6B.2](#).

A 35-foot wide street buffer will be required along E. Franklin Rd., an entryway corridor (measured from ultimate back of curb location); and a 10-foot wide street buffer will be required along N. Olson Ave., a local street (measured from back of sidewalk), landscaped in accord with the standards listed in UDC [11-3B-7C](#), including enhanced landscape standards for entryway corridors. Internal parking lot and perimeter landscaping will be required per the standards listed in UDC [11-3B-8C](#).

Conceptual building elevations were submitted as shown in Section VII.D. Building materials consist of a mix of natural limestone and burnished CMU in neutral colors, and woodgrain printed metal cladding. Final design is required to comply with the design standards in the Architectural Standards Manual.

A Certificate of Zoning Compliance and Design Review application will be required to ensure compliance with UDC standards and the design standards in the [Architectural Standards Manual](#) and must be approved prior to submittal of an application for a building permit.

The DA should include the provisions listed in Section VII.F below.

VI. DECISION

A. Staff: Staff recommends approval of the proposed Development Agreement modification as requested by the Applicant and as recommended by Staff.

B. The Meridian City Council heard these items on March 12, 2024. At the public hearing, the Council moved to approve the subject MDA requests.

1. Summary of the City Council public hearing:

a. In favor: Stephanie Hopkins, KM Engineering (Applicant's Representative); Lori Billaugh

b. In opposition: None

c. Commenting: Lori Billaud, Kristy Inselman, ACHD

d. Written testimony: Stephanie Hopkins, KM Engineering (Applicant's Representative) – in agreement with staff report

e. Staff presenting application: Sonya Allen

f. Other Staff commenting on application: Bill Parsons

2. Key issue(s) of public testimony:

a. Concern pertaining to the safety of a full access (i.e. left-in and left-out) to/from Olson Ave. on Franklin Rd.

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

a. The proximity of Olson Ave. to Eagle Rd. and the safety of a full access without restricted turning movements; and

b. Concern pertaining to the maintenance of the property at the corner of Eagle and Franklin owned by ACHD (or the lack thereof).

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

a. Council included a provision requiring the Applicant to check into the possibility of entering into a license agreement with ACHD for maintenance and/or improvements of/to the adjacent property to the east (see DA provision #F.8 in Section VII).

VII. EXHIBITS

A. Existing Requirements in Annexation Ordinance:

Section 2. That the property shall be subject to de-annexation if the owner shall not meet the following requirements:

- a. That the Applicant will be required to connect to Meridian water and sewer at his expense and resolve how the water and sewer mains will serve the land; the City may enter into a late comers agreement for the extension of the City sewer and/or water; if requested by the Applicants.
- b. That the development of the property shall be subject to and controlled by the Subdivision and Development Ordinance and the Meridian Comprehensive Plan adopted January 4, 1994, and shall only be developed as a commercial or general planned development or under the conditional use process.
- c. That, as a condition of annexation, the Applicant shall be required to enter into a development agreement as authorized by 11-2-416 L and 11-2-417 D prior to the issuance of any building permit or plat approval which ever comes first; that the development agreement shall address inclusion into the subdivision of the requirements of 11-9-605 D, G 1., H, K and L of the Revised and Compiled Ordinances of the City of Meridian and other matters that the property may be de-annexed if the terms and conditions of the Development Agreement are not satisfied.
- d. That the development of annexed land must meet and comply with the Ordinances of the City of Meridian and in particular Section 11-9-616, which pertains to development time schedules and requirements, 11-9-605 M. which pertains to the tiling of ditches and waterways, and 11-9-606 B 14 which pertains to pressurized irrigation.
- e. That these conditions shall run with the land and bind the Applicant, the titled owners, and their assigns.
- f. Meet the requirements and conditions of the Findings of Fact and Conclusions of Law and meet the Ordinances of the City of Meridian, which include that the property must be developed as a commercial or general planned development or under the conditional use permit process.
- g. That the Applicant is required to hook up to the sewer and water and participate in the costs of extending the sewer and water services though the payment of late-comer's fees.

[illegible]

LANDSCAPE PLAN

ULTRA CLEAN - 3070 E. FRANKLIN ROAD

MERIDIAN, IDAHO

LANDSCAPE PLAN

CONTACT INFORMATION

LANDSCAPE CONSULTANT

OWNER

DESIGNER

DATE

PROJECT

LOCATION

SCALE

REVISIONS

PLANT SCHEDULE

SYMBOL	QUANTITY	PLANT NAME	SIZE	NOTES
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KEY NOTES (TYPICAL)

1. ALL PLANTING SHALL BE DONE WITHIN THE SPECIFIED TIME FRAME.
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STREET TREE CALCULATIONS (TYPICAL)

STREET NAME	STREET TYPE	STREET WIDTH	STREET DEPTH	STREET AREA	STREET PERIMETER	STREET VOLUME	STREET DENSITY
STREET NAME	STREET TYPE	STREET WIDTH	STREET DEPTH	STREET AREA	STREET PERIMETER	STREET VOLUME	STREET DENSITY
STREET NAME	STREET TYPE	STREET WIDTH	STREET DEPTH				

MATERIALS LEGEND	
CMD-1	BURNISHED CMD
CPY-1	PRE-ENGINEERED CANOPY
CS-1	CAST STONE
ED-1	BENJAMIN MOORE HC 105 - ROCKFORD GREY
LVR-1	PRE-FINISHED ARCHITECTURAL LOUVER
MTL-1	METAL CLADDING PRINTED WOODGRAIN
MTL-2	METAL COPINGS, PAC CLAD GRANITE
OHCD-1	OVERHEAD DOOR, WHITE
SP-1	CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM
ST-1	NATURAL LIMESTONE



[illegible]

F. Staff Recommended Development Agreement Provisions

The Development Agreement shall be signed by the property owner and returned to the Planning Division within six (6) months of the date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the development agreement modification request. The DA shall, at minimum, incorporate the following provisions:

1. Future development of the subject property shall substantially comply with the conceptual development plans included in Section VII, the standards in the Unified Development Code, and the provisions contained herein.
2. Mufflers shall be installed on all vacuums to mitigate noise impacts on the abutting hotel use to the north.
3. Dense landscaping consisting of a mix of evergreen and deciduous trees and shrubs shall be provided along the northern boundary of the site that allows trees to touch within five (5) years of planting to mitigate noise from the proposed development to the hotel use on the abutting property to the north.
4. The hours of operation of the vehicle washing facility shall be limited from 6:00 am to 10:00 pm to mitigate noise impacts on the abutting hotel use to the north.
5. A 10-foot wide detached sidewalk shall be installed along E. Franklin Rd. on the subject property and off-site on the adjacent property to the east owned by ACHD *if* consent can be acquired from the property owner.
6. A 35-foot wide street buffer, measured from ultimate back of curb location, shall be provided along E. Franklin Rd., an entryway corridor; and a 10-foot wide street buffer, measured from back of sidewalk, shall be installed along N. Olson Ave., a local street. Landscaping shall be installed within these street buffers in accord with the standards listed in UDC 11-3B-7C, including enhanced landscape standards for entryway corridors (i.e. E. Franklin Rd.).
7. The future structure 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.
8. The City Council requested the Applicant check into the possibility of entering into a license agreement with ACHD for maintenance and/or improvements of/to the abutting property to the east owned by ACHD.