

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
- 1. City of Meridian**
 - 2. MGM Meridian, LLC, Owner/Developer**
 - 3. MGM Meridian 2, LLC, Owner/Developer**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this 1st day of September, 2022, ("ADDENDUM"), by and between **City of Meridian**, a municipal corporation of the State of Idaho ("CITY"), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **MGM Meridian, LLC**, ("OWNER/DEVELOPER"), whose address is 5 Naranja Way, Portola Valley, CA 94028 and **MGM Meridian 2, LLC** ("OWNER/DEVELOPER"), whose address is 5 Naranja Way, Portola Valley, CA 94028.

RECITALS

A. CITY originally entered into the existing Development Agreement recorded as Instrument #2019-060877 in Ada County Records with the owner of record at that time, Sadie Creek Commons, LLC. Sadie Creek Commons, LLC subsequently sold the entire property to MGM Meridian, LLC through Warranty Deed recorded as Instrument #2022-015449 in Ada County Records. MGM Meridian, LLC subsequently transferred ownership of a portion of the property, identified as 3030 N. Cajun Lane (Parcel S1105110120) to MGM Meridian 2, LLC by Quitclaim Deed recorded as Instrument #2022-024826 in Ada County Records. MGM Meridian, LLC and MGM Meridian 2, LLC, hereinafter referred to as Owner/Developer, and City, hereby acknowledge the property identified in Exhibit "A" is bound by the terms of the existing Development Agreement, recorded as Instrument #2019-060877 in Ada County Records.

B. OWNER/DEVELOPER has submitted an application for a Modification of the Existing Development Agreement (Instrument #2019-060877) for the purpose of updating the concept plan and provisions to construct a mixed-use development consisting of commercial space and a multi-family development in lieu of an athletic club/spa and commercial building on 11.17 acres in the C-G zoning district. The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as set forth in the attached Exhibit "B."

C. CITY and OWNER/DEVELOPER now desire to amend said Development Agreement, which terms have been approved by the Meridian City Council in accordance with UDC section 11-5B-4.

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement recorded as Instrument #2019-060877, except as specifically amended as follows:

a. Future development of this site shall be substantially consistent with the submitted concept plan and color renderings included in Section VI of Exhibit B and the provisions contained herein.

b. Future development shall comply with the standards outlined in the multi-family development specific use standards, UDC 11-4-3-27.

c. All future pedestrian crossings that traverse shared drive aisles within the development shall be constructed with brick, pavers, stamped concrete, or colored concrete to clearly delineate the driving surface from the pedestrian facilities, per UDC 11-3A-19B.4b.

d. The required landscape street buffers and multi-use pathway segment shall be constructed and vegetated with the first phase of development along E. Ustick Road and N. Eagle Road; the proposed 25-foot landscape buffer along the west and south boundaries shall be constructed with the first phase of development.

e. Applicant shall work with ACHD to construct a safe pedestrian crossing from the multi-family site area to the parking lot along the west boundary across N. Centrepoint Way.

f. With the future Conditional Use Permit for the multi-family development, the building along the west boundary shall be no more than two-stories in height and the three (3) buildings within the center of the project shall be no more than three-stories in height, consistent with the Applicant's revised concept plan and presentation to Council.

g. Applicant shall continue the masonry wall along west property boundary consistent with adjacent development and to help buffer the proposed project.

h. Staff and Applicant shall work with ACHD to mark Centrepoint Way as no-parking on both sides, should ACHD allow it.

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

3. This Addendum shall be binding upon and insure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Addendum shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereon and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Addendum if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Addendum.

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

5. This Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or 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 Addendum shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

- a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Property herein provided for can be modified or amended within the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

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

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:


By: Michael G. Maffia, Manager

State of Idaho)

: ss:

County of Ada)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael G. Maffia**, known or identified to me to be the **Manager** of **MGM Meridian, LLC** and the person who signed above and acknowledged to me that he executed the same on behalf of said corporation.

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

(SEAL)

Notary Public for Idaho
Residing at: _____
Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

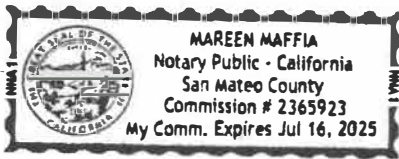
State of California }
County of SAN MATEO

On September 1, 2022 before me, MAREEN MAFFIA, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michael Maffia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Mareen Maffia
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Addendum TO DEVELOPMENT AGREEMENT

Document Date: September 1, 2022 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Maffia

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

Other: MANAGER

Signer is Representing: _____

Signer's Name: -

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

OWNER/DEVELOPER:


By: Michael G. Maffia, Manager

State of Idaho)

: ss:

County of Ada)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael G. Maffia**, known or identified to me to be the **Manager** of **MGM Meridian 2, LLC** and the person who signed above and acknowledged to me that he executed the same on behalf of said corporation.

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

(SEAL)

Notary Public for Idaho
Residing at: _____
Commission expires: _____

CITY OF MERIDIAN

Attest:

Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)

: ss

County of Ada)

On this ____ day of _____, 2022, 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
Residing at: _____
Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

An notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN MATEO }

On September 1, 2022 before me, MAREEN MAFFIA, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Maffia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mareen Maffia
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: Addendum To Development Agreement

Document Date: September 1, 2022 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Maffia

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: Michael Maffia

Signer is Representing: _____

Signer's Name: —

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION



May 9, 2019
Project No.: 117108

VILLASPORT
PARCEL "E & F" COMBINED DESCRIPTION

A parcel of land located in Government Lot 1 in the Northeast One Quarter of Section 5, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 5 of said Township 3 North, Range 1 East, (from which point the North Quarter Corner of said Section 5 bears South 89°39'20" West, 2656.46 feet distant); Thence South 89°39'20" West, a distance of 495.33 feet on the north line of said Section 5; Thence South 01°05'59" West, a distance of 41.45 feet to a point on the easterly boundary line of that Parcel as described in Warranty Deed Instrument Number 2017-094272 of Ada County Records, and on the southerly right-of-way line of East Ustick Road, said point also being the POINT OF BEGINNING;

- Thence South 01° 05' 59" West, a distance of 302.81 feet on the exterior boundary line of said Warranty Deed parcel;
- Thence South 81° 54' 00" East, a distance of 24.72 feet on the exterior boundary line of said Warranty Deed parcel;
- Thence South 84° 06' 00" East, a distance of 428.70 feet on the exterior boundary line of said Warranty Deed parcel to the Northeast Corner of Parcel C as described in Warranty Deed Instrument Number 2017-094272 of Ada County Records, said point being on the westerly right-of-way line of North Eagle Road;
- Thence South 01° 14' 39" West, a distance of 276.81 feet to a point on the Northerly boundary line of Bienville Square Subdivision, as same is shown on the Plat thereof, recorded in Book 102 of Plats at Page 13495 of Ada County Records;
- Thence North 83° 54' 00" West, a distance of 510.21 feet on said Northerly boundary line;
- Thence North 71° 28' 10" West, a distance of 803.90 feet on said Northerly boundary line to a point on the East boundary line of Carol's Subdivision No. 2, as same is shown on the Plat thereof, recorded in Book 39 of Plats at Page 3248 of Ada County Records;
- Thence North 00° 15' 11" West, a distance of 305.79 feet on said East boundary line to a point on the Southerly right-of-way line of East Ustick Road;
- Thence on said Southerly right-of-way line of East Ustick Road for the following courses and distances:
 - Thence North 89° 39' 20" East, a distance of 125.16 feet;
 - Thence South 45° 58' 35" East, a distance of 40.04 feet;
 - Thence North 89° 39' 20" East, a distance of 59.00 feet;
 - Thence North 44° 47' 01" East, a distance of 53.86 feet;
 - Thence North 89° 39' 20" East, a distance of 374.57 feet;
 - Thence South 89° 23' 16" East, a distance of 206.36 feet to the POINT OF BEGINNING.

The above described parcel contains 11.38 acres more or less.

PREPARED BY:
The Land Group, Inc.
James R. Washburn



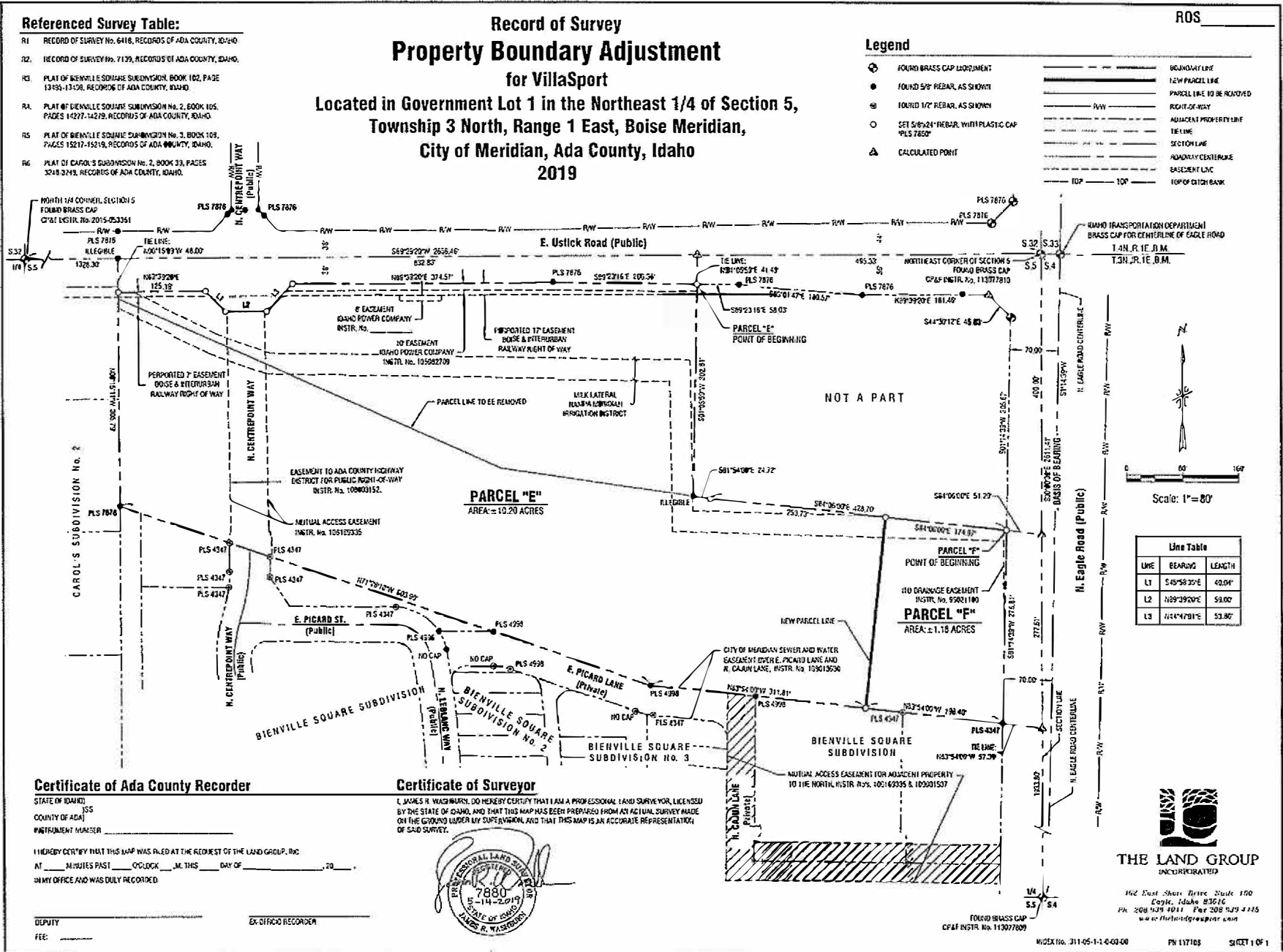


EXHIBIT B

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



In the Matter of the Request to modify the existing development agreement (Villasport, Inst. # 2019-060877) for the purpose of updating the concept plan and provisions to construct a mixed-use development consisting of commercial space and a multi-family development in lieu of an athletic club/spa and commercial building on 11.17 acres in the C-G zoning district, by Givens Pursley.

Case No(s). H-2022-0035

For the City Council Hearing Date of: July 12, 2022 (Findings on July 26, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 12, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of July 12, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of July 12, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 12, 2022, 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 July 12, 2022, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of July 12, 2022, 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 July 12, 2022.

By action of the City Council at its regular meeting held on the 26th day of July, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE


COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE


COUNCIL MEMBER TREG BERNT VOTED AYE

COUNCIL MEMBER LIZ STRADER VOTED AYE


MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)




Mayor Robert E. Simison 7-26-2022

Attest:


Chris Johnson 7-26-2022
City Clerk



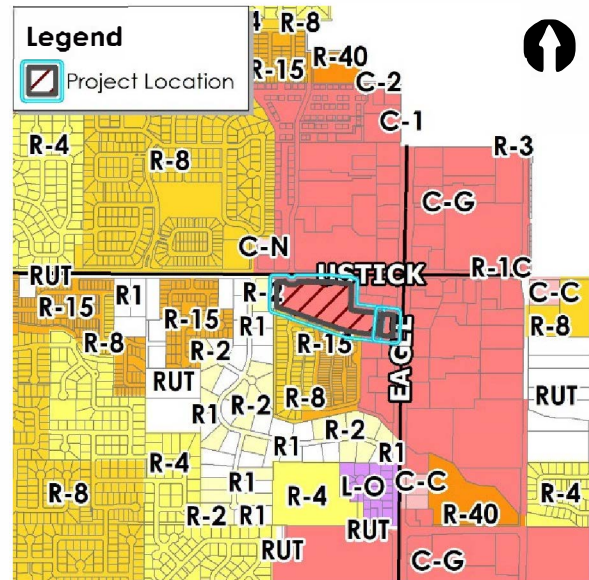
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  Dated: 7-26-2022
City Clerk's Office

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 7/12/2022
 TO: Mayor & City Council
 FROM: Joseph Dodson, Associate Planner
 208-884-5533
 SUBJECT: H-2022-0035
 Centrepointe Mixed-Use MDA
 LOCATION: Project is located at 3030 N. Cajun Lane and 3100 N. Centrepoint Way, near the southwest corner of N. Eagle Road and E. Ustick Road, in the NE 1/4 of the NE 1/4 of Section 5, Township 3N, Range 1E.



I. PROJECT DESCRIPTION

Request to modify the existing development agreement (Villasport, Inst. # 2019-060877) for the purpose of updating the concept plan and provisions to construct a mixed-use development consisting of commercial space and a multi-family development in lieu of an athletic club/spa and commercial building on 11.17 acres in the C-G zoning district, by Givens Pursley.

II. APPLICANT INFORMATION

- A. Applicant:
 Kristen McNeill, Givens Pursley – 601 W Bannock Street, Boise, ID 83702
- B. Owner:
 Mike Maffia, MGM Meridian, LLC – 5 Naranja Way, Portola Valley, CA 94028
- C. Representative:
 Same as Applicant

III. NOTICING

	City Council Posting Date
Legal notice published in newspaper	6/12/2022
Radius notice mailed to properties within 500 feet	6/10/2022

Public hearing notice sign posted	6/17/2022
NextDoor Posting	6/10/2022

IV. STAFF ANALYSIS

History

The subject application encompasses two (2) parcels surrounding the southwest corner of N. Eagle Road and E. Ustick Road. These parcels were part of a Development Agreement Modification and Conditional Use Permit (CUP) application in 2019 that removed the subject parcels from an existing Development Agreement (DA) for the purpose of entering into a new DA with a new conceptual plan and building elevations (H-2018-0121, DA Inst. # 2019-060877) and a request for a new athletic club and spa (indoor recreation facility), Villasport. The CUP approval for the indoor recreation facility has since expired and the property has been sold to the current owner. Therefore, the current DA contemplates a use that would require a new CUP approval and is under new ownership that has a different vision for the property.

Development Agreement Modification & Comprehensive Plan

The approved DA (Inst. # 2019-060877) depicts an approximate 90,000 square foot 2-story gym with an outdoor pool adjacent to the south boundary and the existing residential development to the south and included some ancillary commercial along Eagle Road. Furthermore, a Traffic Impact Study (TIS) was required as part of the previous approvals and estimated approximately 3,213 additional daily trips in 2018. This volume of trips recommended certain roadway improvements including construction of an eastbound right-turn lane from Ustick Road into the shared private drive aisle—this drive aisle is technically unnamed as it is a commercial drive aisle but it is essentially an extension of N. Cajun Lane from the south. The right-turn lane and internal drive aisle connection to Cajun Lane is constructed and fully functional to date.

Through the subject DA Modification, the new owners are proposing to terminate the previous DA in order to enter into a new DA consistent with a new concept plan and associated provisions for a mixed-use development consisting of multi-family residential and commercial space. Specifically, the Applicant’s narrative states the inclusion of 259 multi-family units and approximately 9,600 square feet of commercial space on the existing 11 acres in the C-G zoning district. The submitted concept plan is more detailed when compared to most concept plans submitted with DA Modifications. The Applicant chose this option to provide the City Council and Staff with as much detail as possible to ensure Staff more analysis on the proposed project.

Before getting into the details of the submitted concept plan and perspectives, Staff finds it necessary to analyze and discuss the project in a broader scope, specifically how it relates to other development in the area. The subject site is designated Mixed-Use Regional (MU-R) on the future land use map and is part of a much larger area of MU-R along the Eagle Road corridor that includes The Village, Regency at River Valley apartments, as well as multiple other commercial users and a large undeveloped area. Specifically, within the MU-R area in this southwest corner of Eagle and Ustick, there is the Jackson Square development and commercial buildings to the south and on the hard corner to the northeast. The Comprehensive Plan discusses that projects should not contemplate uses across arterials even if they share the same future land use designation as it is not anticipated for users or residents to readily walk or bike across these transportation facilities. However, Staff finds it prudent to analyze all projects in this area with at least the four corners of development around the Ustick and Eagle intersection because, in reality, the transportation impacts and expected users will come from and go beyond just the southwest corner of this intersection.

To the north are a number of big box stores (Kohl’s, Dick’s, and Hobby Lobby) and the new Brickyard vertically integrated development; to the north east is Lowe’s and various other

commercial and restaurant buildings; to the east is Trader Joe's, multiple restaurants, and the Verraso townhomes; and to the southeast are traditional garden style apartments, restaurant users, and the Village. In terms of the ratio of commercial to residential within this area, there is currently a healthy mix of commercial and residential uses within walking distance of each other. Consistent with this discussion, Staff finds the addition of the proposed multi-family development and additional commercial pad sites would offer residential to support the mix of commercial uses in this area. Therefore, Staff believes the proposed project is generally consistent with the MU-R designation because the subject MU-R area currently consists of a number of retail, restaurant, office, and residential uses available to the region and the addition of these units should not over saturate this area with residential.

Concept Plan

The submitted concept plan (Exhibit VI.B below) depicts five (5) multi-family buildings with internal access (not garden style apartments) and two commercial buildings—the multi-family is split into three (3) 4-story buildings on the larger area of the site west of the Cajun Lane and two (2) 3-story buildings between the two commercial buildings Cajun Lane. The submitted plan depicts at least a 25-foot landscape buffer along the entire perimeter of the site except for the southeast area of the site that abuts commercial uses. Further, it appears no building is proposed within 150 feet of the existing residences to the south of the site and includes the 25-foot buffer, carport parking, a drive aisle, and surface parking between the proposed 4-story apartment buildings and the existing homes. For comparison, Villasport was approved approximately 65 feet from the existing homes. Staff finds this separation should significantly help mitigate any issues with the height disparity of the existing two-story homes to the south and the proposed 4-story buildings. The Applicant has provided a perspective drawing from the intersection of Centrepoint and E. Picard looking northeast to help show the view from the street (see section VI.B).

Overall, Staff finds the proposed layout to be an efficient use of the space for the proposed multi-family use and provides for the safest access available. However, Staff does have concerns with the viability of the proposed open space to meet code requirements and the design of the southeast portion of the site. According to the specific use standards for multi-family development (UDC 11-4-3-27), common open space may not be counted towards the required minimum when it is adjacent to arterials unless approved through the CUP process. Therefore, the proposed open space shown may not all be qualified open space if Planning and Zoning Commission do not approve it in its current location. This is concerning because if the Commission does not approve it, the proposed site plan and open space will not comply with the minimum open space standards and major revisions would likely be needed or a relatively major reduction in units would need to occur to reduce the amount of qualified open space needed.

Staff's other main concern is in regards to the southeast area of the project that depicts two commercial buildings and two multi-family buildings. The required landscape buffer to Eagle Road is 35 feet and the concept plan depicts a 25 foot buffer instead. In addition, the color concept plan depicts the multi-use pathway segment required within this buffer to be completely out of alignment with the two existing segments to the north and south. Because the design for the commercial and drive-through is shown to be directly abutting the 25-foot buffer, the Applicant will need to shift the entire commercial site west at least 10 feet to comply with UDC requirements. Furthermore, the Applicant will need to extend the multi-use pathway from the existing locations on their north and south boundary and place this pathway within the landscape buffer and not within ACHD right-of-way as currently shown.

These required revisions would likely create a need to redesign this area of the project because there will be a reduction in the area available for parking, open space, and circulation. Therefore, to help

mitigate this, and potentially increase the available commercial area, Staff has specific recommendations to City Council to revise the concept plan prior to the Council meeting:

1. Increase the Eagle Road buffer from 25 feet to 35 feet to comply with the UDC.
2. Continue the multi-use pathway in alignment with the existing locations stubbed to the north and south property lines.
3. Continue the pedestrian network shown along the southern boundary to connect from the west half of the site to the multi-use pathway along Eagle and provide for a connection from the commercial building sidewalks, consistent with code.
4. Remove one or both of two 3-story multi-family buildings or reduce their size to a point that allows more commercial space, more parking, and a plaza that can be more directly shared between the 3-story multi-family buildings and the commercial or the 4-story multi-family and the commercial—there are a number of ways this could be accomplished but Staff is recommending the following:
 - a. Remove building D in lieu of a larger shared plaza in its location.
 - b. Reduce or remove the plaza area currently shown as the noise and smell from the Eagle Road traffic largely reduces the appeal of outdoor seating along this corridor.
 - c. Increase the size of the retail building for added commercial space.

With the recommended revisions, the density can be slightly reduced which also reduces the amount of required parking (further discussion below), amount of qualified open space required, and allows the site to comply with dimensional and parking standards—Staff believes these revisions maintain the original intent of the Applicant’s design but also increases the available commercial space and area for parking.

According to the site data table, the multi-family units consist of 41 studios, 108 1-bedroom units, and 110 2-bedroom units to total 259 units. The minimum parking required for the proposed distribution of unit types and clubhouse is 457 stalls with 218 of them covered; the Applicant is proposing 457 stalls with 218 covered and an additional 20 stalls for the commercial to total 477 parking stalls. The commercial drive-through has already received conditional use permit approval but the proposed multi-family residential would require a CUP in front of the Planning and Zoning Commission should Council approve this DA Modification.

However, the site plan contemplates a Starbucks as one of its commercial users which is considered a drive-through restaurant in our code and requires a different commercial parking ratio of 1 space for every 250 square feet. Therefore, the minimum commercial parking required for the proposed commercial area is 24 spaces and the Applicant would need to obtain 4 additional parking spaces in this area of the site based on the elements shown on the submitted plan. It has been Staff’s experience that coffee shops, especially Starbucks, require parking beyond code minimums so the submitted concept plan causes concern for Staff, as discussed above. Further, should additional restaurant uses be proposed, additional parking would be required to meet code or they would not be allowed.

In addition, there are a number of parking spaces proposed west of Centrepoint Way with no other development on this area of the site. In order for future residents to use this parking lot they will need to cross Centrepoint Way which would be anticipated as a busy roadway with the existing residences and the addition of the proposed multi-family. Staff has concerns over the safety of access to this parking lot. Centrepoint Way is public right-of-way so if any crossing is proposed, the Applicant would need to work with ACHD to obtain approval to modify the intersection depicted on the concept plan. **Staff supports the inclusion of bulb-outs and striping at a minimum in order to**

help create safer pedestrian access to and from these areas of the property and the Applicant should work with ACHD.

In addition to parking, overall access into the site is integral to the analysis of the proposed project. Main access is depicted from Ustick via the shared drive aisle near the center of the development and via Centrepoint Way near the west boundary; no access to Eagle is allowed or proposed. Two access points are depicted to each of these for the multi-family project in the center of the site with the east retail site and 3-story multi-family buildings proposed with an access to the shared drive aisle. All access points are aligned with any access points on opposing sides of the roadways. Because of the proposed use and the existence of the right-turn lane from Ustick to Cajun Lane, Staff supports the proposed accesses and does not find alternatives available without accessing the roadways to the south which are split between public right-of-way and a private lane.

As discussed above, the previous use was approved with a CUP and required a TIS, which noted that approximately 3,213 additional daily vehicle trips were anticipated. In anticipation of the proposed use and number of units, the Applicant reached out to ACHD to determine if a new TIS would be required. The proposed use of multi-family and the reduction in commercial area is anticipated to generate less trips than the previous use of an indoor recreation facility. Therefore, ACHD is not requiring a new TIS but instead requested an abbreviated study that includes turn lane analyses, parking analyses, and an updated trip generation study for the multi-family use. The Applicant performed the requested analyses and provided an abbreviated TIS report to ACHD and Staff. According to this document, the proposed multi-family project is anticipated to generate approximately 1,249 daily trips which is a reduction of approximately 1,964 trips per day. Therefore, the proposed project is anticipated to generate less than 40% of the previously anticipated vehicle trips. This is a significant reduction in vehicles trips for the adjacent local and private streets as well as to the intersection of Eagle and Ustick.

V. DECISION

A. Staff:

Staff recommends approval of the proposed MDA with the proposed site plan revisions and per the DA provisions in Section VI.C.

B. The Meridian City Council heard these items on June 28, 2022 and July 12, 2022. At the public hearing, the Council moved to approve the subject Development Agreement Modification request.

1. Summary of the City Council public hearing:

- a. In favor: Mike Maffia, Owner/Applicant; Deborah Nelson, Applicant Representative; Brandon McDougald, Applicant Engineer;
 - b. In opposition: Janet Bailey, neighbor; J.R. Schofield, neighbor; Wendy McKinney, resident; Joe White, neighbor;
 - c. Commenting: Janet Bailey; J.R. Schofield; Wendy McKinney; Joe White; Julie Vrba;
 - d. Written testimony: 2 pieces – Jared Schofield and Steve Grant, neighbors
 - e. Staff presenting application: Joseph Dodson, Associate Planner
 - f. Other Staff commenting on application: Bill Nary, City Attorney
- #### 2. Key issue(s) of public testimony:
- a. Traffic and parking concerns with proposed multi-family use, specifically with cross-traffic through private street to the south and out to Eagle Road;
 - b. Concerns with proposed height disparity of existing two-story single-family homes and proposed 4-story apartment buildings – appreciation for Applicant's change to 3-story but still concerned with traffic circulation;

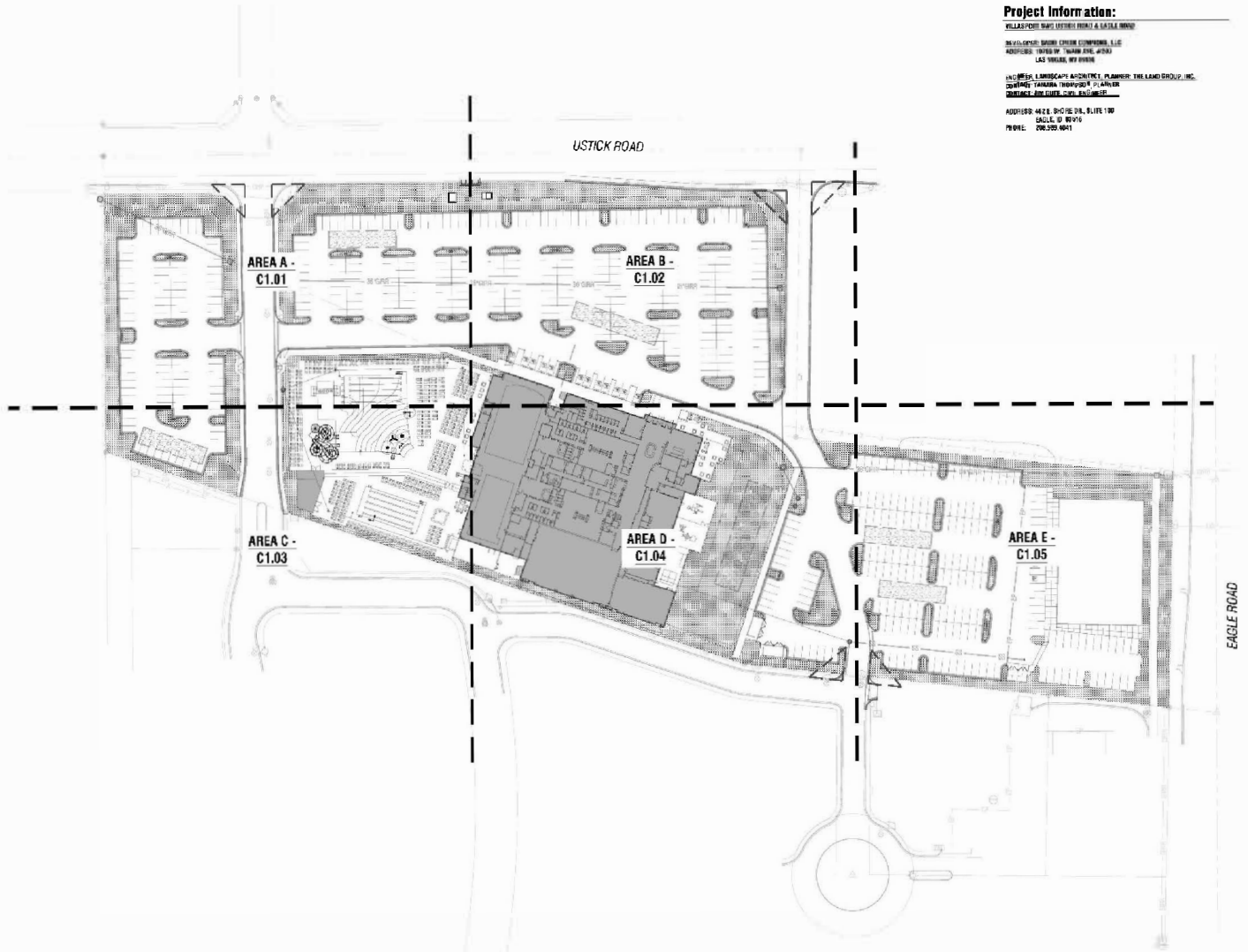
- c. Concerns with new proposed building along west property boundary and its transition of density and height to existing R-2 lots west of the site;
- 3. Key issue(s) of discussion by City Council;
 - a. Issues presented by written testimony, specifically if any discussion occurred regarding continuing a masonry wall along west boundary;
 - b. Traffic flow for proposed multi-family use in terms of volume and anticipated circulation through existing development to the south;
 - c. Volume of traffic of proposed use (Multi-family) versus existing approvals (Villasport);
 - d. Height transition of existing approvals and proposed 4-story product type – Council requested no more than 3-story tall buildings;
 - e. Proposed parking counts and location – Council was not comfortable with parking area west of Centrepoint Way and expressed a desire for all buildings to be self-parked within their respective areas of the site;
 - f. Does Staff find proposed apartment along west boundary representative of adequate transitional density and use;
 - g. Appreciation of Applicant’s decision to reduce height of proposed buildings and self-park areas of the project per Council’s discussion;
 - h. Screening of west building to existing homes – i.e. continuing wall along west boundary, including a buffer along west boundary, and additional dense landscaping beyond what code requires;
 - i. Design of Centrepoint Way and whether parking is allowed or should be restricted; Thought process of Applicant to propose more multi-family instead of office along west boundary – discussion on Applicant’s preferred option and market consideration;
- 4. City Council change(s) to Staff recommendation;
 - a. Strike DA provision VI.C.6;
 - b. Add provision to continue masonry wall along west boundary;
 - c. Limit height of buildings per Staff’s recommended provision in presentation;
 - d. New provision to have Staff and Applicant work with ACHD to prohibit parking along Centrepoint Way.

Project Information:

VILLAGE FORT MONTELEONE HUNTSVILLE, ALABAMA
DEVELOPER: BROWN ENTERPRISE DEVELOPMENT, LLC
ADDRESS: 10000 WY 10000 AVE, #100
LAS VEGAS, NV 89135

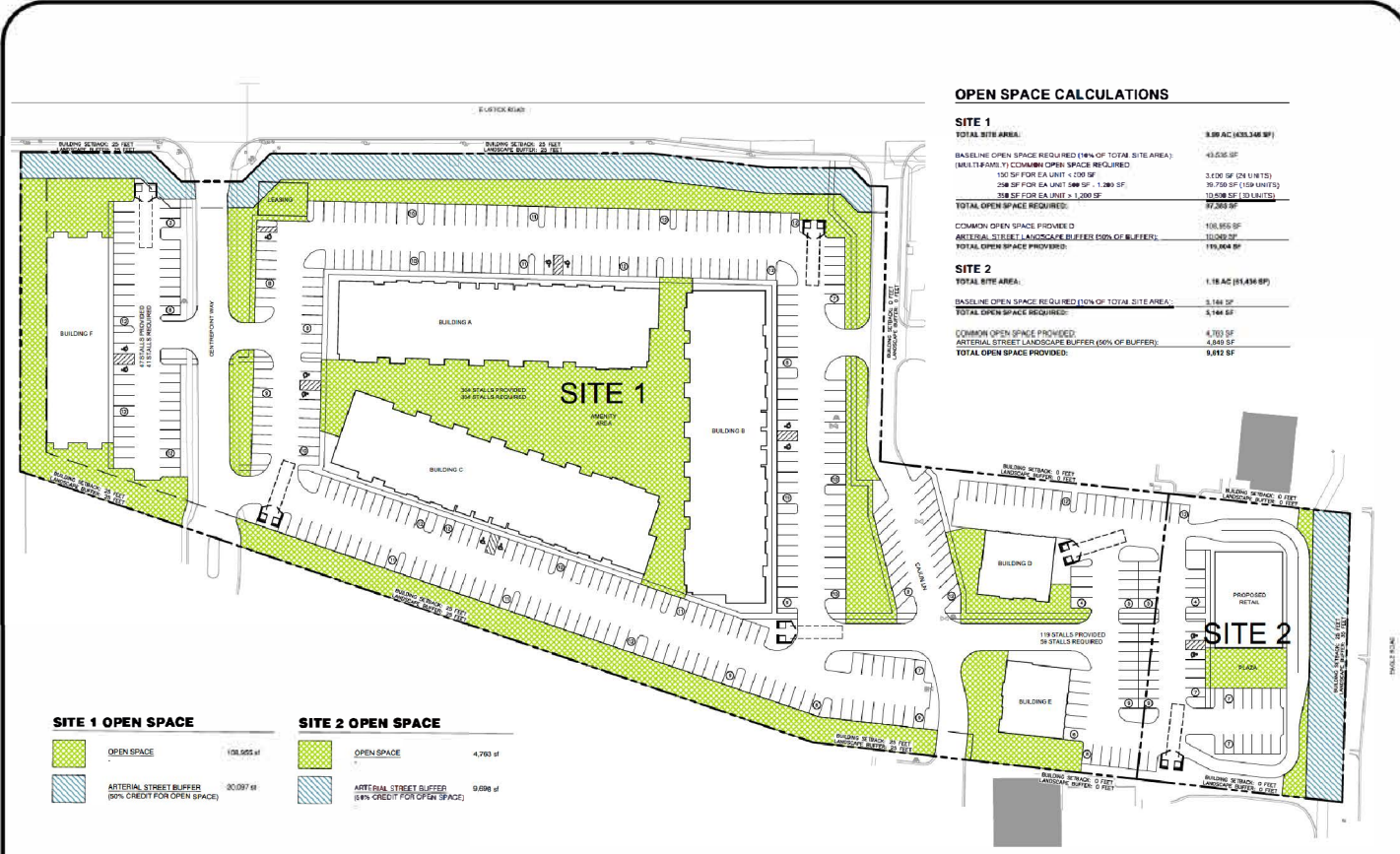
LANDSCAPE ARCHITECT: PLANNING THE LAND GROUP, INC.
CONTACT: TARA HARRIS, PROJECT MANAGER
CONTACT: JIM GIBBS, CIVIL ENGINEER

ADDRESS: 4622 BUCKLE DR, SUITE 100
SCALE: 1/8"=1'-0"
PHONE: 702.333.8811



Site Plan-Overall
Approved Date: 11-18-16



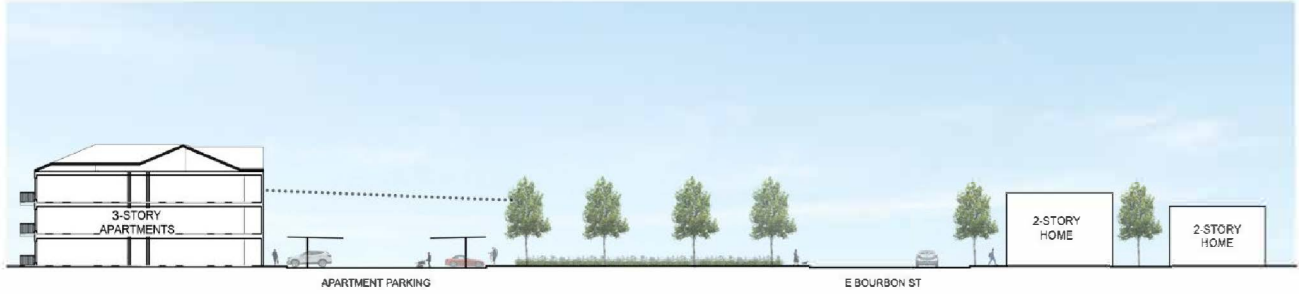


CONCEPT OPEN SPACE EXHIBIT - CENTREPOINT
Eagle & Ustick Meridian, ID

July 12, 2022

Kimley Horn





SITE SECTION



SECTIONS

AP3.20



3100 CENTREPOINT MERIDIAN

06/28/2022

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C. Staff's Recommended Development Agreement Provisions:

1. Future development of this site shall be substantially consistent with the submitted concept plan and color renderings included in Section VI and the provisions contained herein.
2. Future development shall comply with the standards outlined in the multi-family development specific use standards, UDC 11-4-3-27.
3. All future pedestrian crossings that traverse shared drive aisles within the development shall be constructed with brick, pavers, stamped concrete, or colored concrete to clearly delineate the driving surface from the pedestrian facilities, per UDC 11-3A-19B.4b.
4. The required landscape street buffers and multi-use pathway segment shall be constructed and vegetated with the first phase of development along E. Ustick Road and N. Eagle Road; the proposed 25-foot landscape buffer along the west and south boundaries shall be constructed with the first phase of development.
5. Applicant shall work with ACHD to construct a safe pedestrian crossing from the multi-family site area to the parking lot along the west boundary across N. Centrepoint Way.
- ~~6. Prior to the City Council hearing, revise the site plan generally consistent with Staff's recommendations in Section IV.~~
7. With the future Conditional Use Permit for the multi-family development, the building along the west boundary shall be no more than two-stories in height and the three (3) buildings within the center of the project shall be no more than three-stories in height, consistent with the Applicant's revised concept plan and presentation to Council.
8. Applicant shall continue the masonry wall along west property boundary consistent with adjacent development and to help buffer the proposed project.
9. Staff and Applicant shall work with ACHD to mark Centrepoint Way as no-parking on both sides, should ACHD allow it.