

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **Jeremy Rausch and Tara Rausch, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2022, 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 **Jeremy Rausch and Tara Rausch**, whose address is 1684 E. Borzoi Ct., Meridian, ID, 83642, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation of 1.03 acres of land with the R-8 zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 27th day of September, 2022, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order

(“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and

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

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
 - 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
 - 3.2 **OWNER/DEVELOPER:** means and refers to **Jeremy Rausch and Tara Rausch**, whose address is 1684 E. Borzoi Ct., Meridian, ID, 83642, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
 - 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.
4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

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

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
 - a. Future development of this site shall be generally consistent with the conceptual development plan included in Section VII, Unified Development Code standards, and the provisions contained herein.
 - b. The 20-foot common driveway shown in the short plat shall be extended to the eastern property line in a common lot and receive Fire Marshall approval to exceed 150 feet in accord with UDC 11-6C-3D. When the property to the east annexes into the City and develops, access to the subject property shall occur from S. Torino Ave. and the existing S. Locust Grove Road access shall be closed or used for emergency access purposes only.
 - c. Building elevations visible from S. Locust Grove Rd shall incorporate a variety of building materials and articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines. Single-story structures are exempt from this requirement. Planning approval will be required at time of building permit.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning 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/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

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

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.
9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.
10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.
12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.
13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.
14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:

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

with copy to:

City Attorney
City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642

OWNER/DEVELOPER:

Jeremy Rausch and Tara Rausch
1684 E. Borzoi Ct.
Meridian, ID, 83642

- 14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.
15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.
17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the

provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.
19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.
20. **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. **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.
 - 21.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.
22. **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 hereinabove provided.

OWNER:
Jeremy Rausch

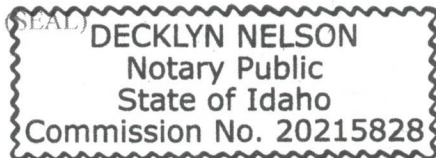
OWNER:
Tara Rausch



STATE OF IDAHO)
 : ss:
County of Ada)

On this 1st day of November, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jeremy Rausch**, personally known to me, proved to me through document evidence, or identified by a credible witness to be the person named in the foregoing and 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.

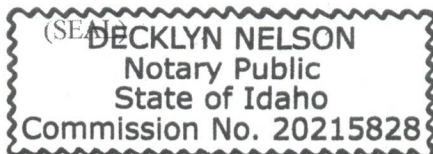



Notary Public
My Commission Expires: 12/2/27

STATE OF IDAHO)
 : ss:
County of Ada)

On this 1 day of November, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tara Rausch**, personally known to me, proved to me through document evidence, or identified by a credible witness to be the person named in the foregoing and 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: 12/2/27

CITY OF MERIDIAN

ATTEST:

By: _____
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
My Commission Expires: _____

EXHIBIT A

ANNEXATION PROPERTY DESCRIPTION
FOR
JBI ELEMENTAL
870 S. Locust Grove

A parcel of land lying in the NW1/4 SW1/4 of Section 17, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a Brass Cap marking the South West corner of said Section 17, from which a Brass Cap marking the West 1/4 corner bears N.00°30'32"E. 2659.49 feet; thence along the West line of said Section 17 N.00°30'32"E. 2359.49 feet to a point, said point being the POINT OF BEGINNING;

Thence continuing N.00°30'32"E. 150.00 feet to a point;

Thence S.89°58'54"E. 300.00 feet to a 1/2 inch iron pin;

Thence S.00°30'32"W. 150.00 feet to a 1/2 inch iron pin;

Thence N.89°58'54"W. 300.00 feet to the POINT OF BEGINNING.

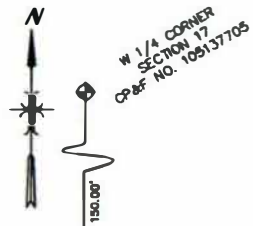
Said parcel contains 1.03 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.



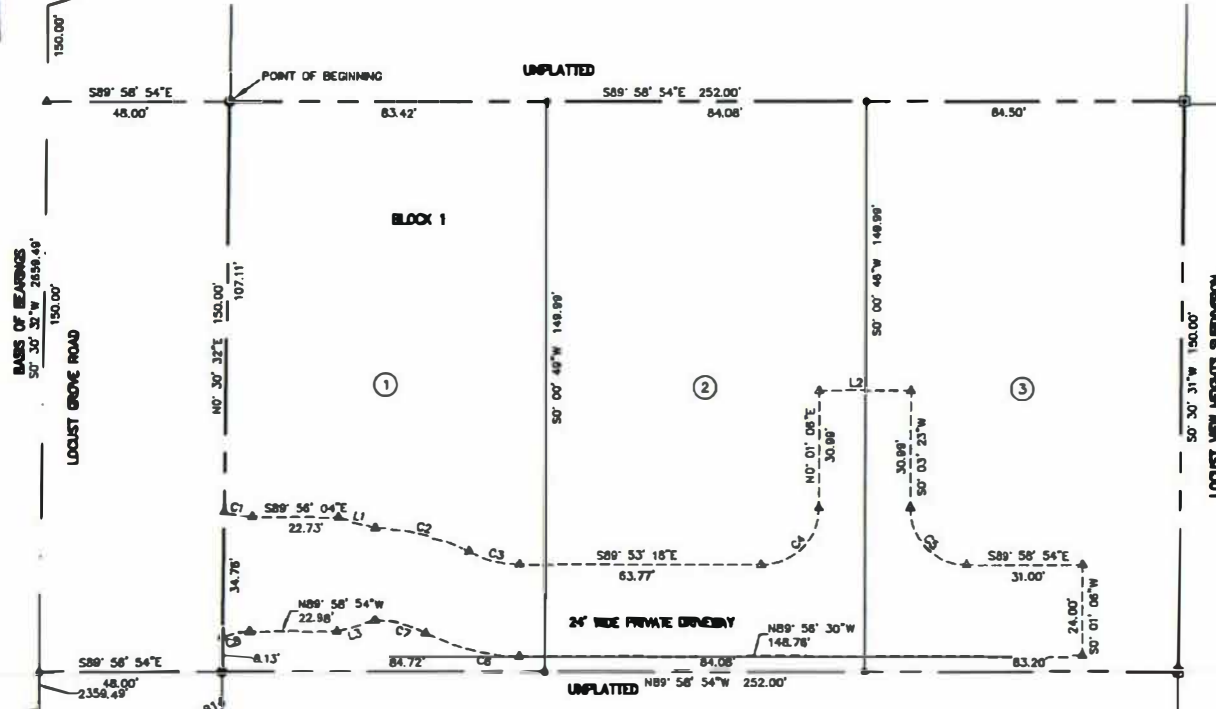
PLAT of TORINO LOCUST GROVE SUBDIVISION

A PORTION OF THE NW 1/4 OF THE SW 1/4 OF
SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 EAST,
BOISE MERIDIAN, ADA COUNTY, IDAHO
2021

Book _____ Page _____



W 1/4 CORNER
SECTION 17
CP&F NO. 106137705



NOTES

REFERENCE IS MADE TO THE FOLLOWING:

1. THE EXTERIOR SUBDIVISION BOUNDARY HAS A XXXX FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND XXXXX EASEMENT UNLESS OTHERWISE DIMENSIONED.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. MINIMUM BUILDING SETBACKS LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE ISSUANCE OF THE BUILDING PERMIT, OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
4. IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE 31-380X, IRRIGATION STATEMENT.
5. THE LOTS, INCLUDING BUILDING AND OCCUPANCY, ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TORINO LOCUST GROVE SUBDIVISION FILED AS INSTRUMENT NO. _____ RECORDS OF ADA COUNTY, IDAHO.
6. ACCESS AND PARKING SHALL BE PROVIDED THROUGH RECIPROCAL CROSS-ACCESS EASEMENT AS DEFINED IN THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TORINO LOCUST GROVE SUBDIVISION FILED AS INSTRUMENT NO. _____ RECORDS OF ADA COUNTY, IDAHO.

LEGEND

| | |
|--|--|
| | BOUNDARY LINE |
| | SECTION LINE |
| | PROPERTY LINE |
| | EASEMENT |
| | PARCEL LINE |
| | FOUND BRASS CAP |
| | FOUND 5/8" IRON PIN |
| | FOUND 1/2" IRON PIN REPLACED W/ 5/8" IRON PIN W/ CAP |
| | SET 1/2" x 24" IRON PIN W/ CAP |
| | CALCULATED POINT-NOT SET |
| | BROKEN LINE |
| | LOT NUMBER |

NOTES

REFERENCE IS MADE TO THE FOLLOWING:
ROS 8639
WARRANTY DEED #2021-098482

NARRATIVE

THIS PLAT WAS PREPARED TO SUBDIVIDE THE LOT DESCRIBED BY WARRANTY DEED #2021-098482 INTO THE 3 RESIDENTIAL LOTS AS SHOWN. MONUMENTS THAT WERE SHOWN ON ROS 8639 WERE RECOVERED AND USED FOR THIS PLAT. THE BASIS OF BEARING IS FROM ROS 8639.

ENGINEER
STORM-UK ENGINEERING
510 E. THIRD AVE.
SPOKANE, WA 99202
PHONE: 509.242.1000

SURVEYOR
J.J. HOWARD ENGINEERING &
SURVEYING, LLC
5883 W. STATE ST., STE. D
BOISE, ID 83703
PHONE: 208.646.8937

OWNER/DEVELOPER
JBI ELEMENTAL, LLC
404 S. 8TH STREET
STE. 150
BOISE, ID
PHONE: 208.870.7835

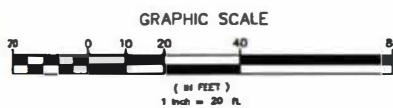


EXHIBIT B

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



In the Matter of the Request for Annexation of 1.03 Acres of Land from R-1 in Ada County to the R-8 Zoning District AND Short Plat Consisting of Four (4) Residential Building Lots, by Jeremy Rausch.

Case No(s). H-2022-0038 and SHP-2022-0008

For the City Council Hearing Date of: September 13, 2022 (Findings on September 27, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of September 13, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of September 13, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of September 13, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of September 13, 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 development agreement provisions and conditions of approval set forth in the attached Staff Report for the hearing date of September 13, 2022, incorporated by reference. The provisions are concluded to be reasonable and the applicant shall meet such requirements in accord with the 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 annexation and short plat is hereby approved per the development agreement provisions and conditions of approval in the Staff Report for the hearing date of September 13, 2022, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Short Plat Duration

Please take notice that approval of a 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 short plat (UDC 11-6B-7A).

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 short 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 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 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 September 13, 2022

By action of the City Council at its regular meeting held on the 27th day of September, 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 _____


MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 9-27-2022

Attest:


Chris Johnson
City Clerk

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

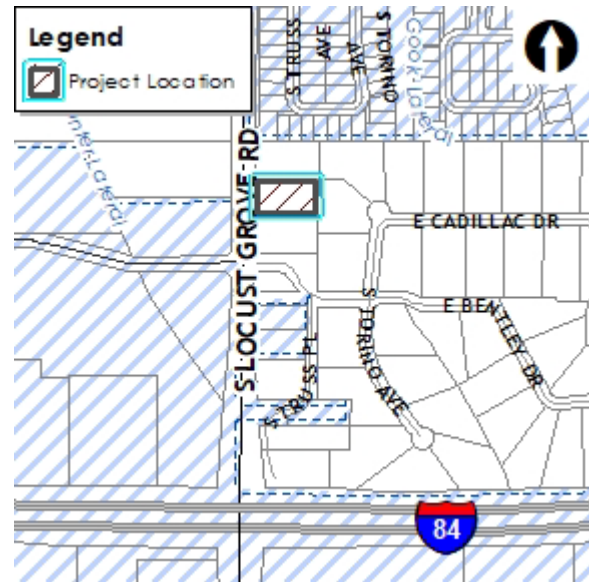
By: 
City Clerk's Office

Dated: 9-27-2022

STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT



HEARING 9/13/2022
DATE:
TO: Mayor & City Council
FROM: Alan Tiefenbach, Associate Planner
208-884-5533
SUBJECT: H-2022-0038 and SHP-2022-0008
Torino Locust Grove Subdivision
LOCATION: 870 S. Locust Grove Rd.



I. PROJECT DESCRIPTION

Annexation of 1.03 acres of land with the R-8 zoning district, and short plat consisting of 4 residential building lots.

II. SUMMARY OF REPORT

A. Project Summary

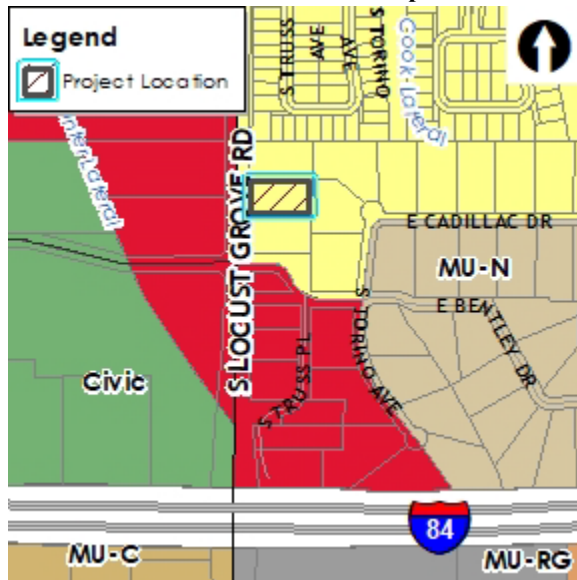
| Description | Details | Page |
|---|-----------------------------------|------|
| Acreage | 1.03 | |
| Future Land Use Designation | Medium Density Residential (MDR) | |
| Existing Land Use(s) | Vacant | |
| Proposed Land Use(s) | Single Family Residential | |
| Lots (# and type; bldg./common) | 4 Lots | |
| Phasing Plan (# of phases) | One phase | |
| Physical Features (waterways, hazards, flood plain, hillside) | No significant physical features. | |
| Neighborhood meeting date; # of attendees: | March 17, 2022 | |
| History (previous approvals) | None | |

B. Community Metrics

| Description | Details | Page |
|--|---|------|
| Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed) Stub Street/Interconnectivity/Cross Access | S. Locust Grove provides the only access to this property. This proposal includes a 30 ft. wide common driveway from S. Locust Grove to serve the four lots. Staff recommends an easement beyond the end of this driveway to the eastern property line. | |
| Existing Road Network | S. Locust Grove | |
| Existing Arterial Sidewalks / Buffers | There is an existing 7 ft wide sidewalk along the property frontage. A 25 ft wide landscape buffer will be required as a condition of approval. | |
| Proposed Road Improvements | None. | |
| Fire Service | | |
| | The common driveway shall be signed "No Parking Fire Lane". When required by the Fire Marshall, "No Parking Fire Lane" signs shall be used per appendix D of the 2018 IFC. Signs shall be installed per ACHD standards. The bottom of the sign(s) should be 7' above the road/sidewalk surface shall not be in the travel way. The sign(s) shall be installed about 6" – 1' behind the curbing or edge of pavement on a Telspar post. | |
| Police Service | | |
| | No Issues | |
| Wastewater | <ul style="list-style-type: none"> Flow is committed Due to proximity of sewer service to infiltration trench, sleeve both service two feet past each side of the infiltration trench. | |
| | | |
| Water | | |
| | <ul style="list-style-type: none"> Due to proximity of water service to infiltration trench, sleeve both service 10 feet past each side for the infiltration trench. | |

C. Project Area Maps

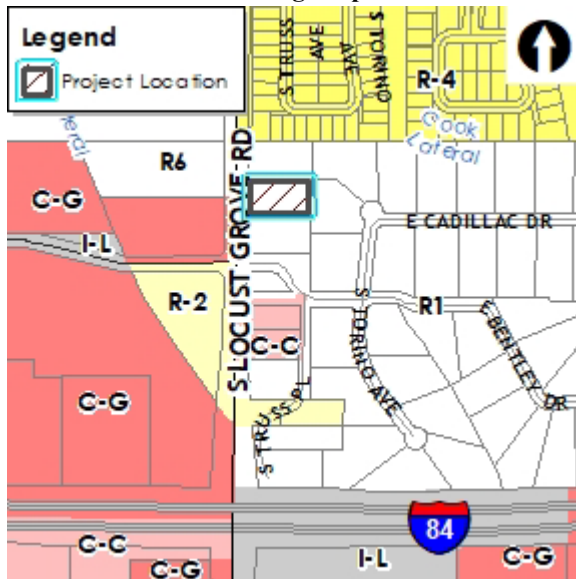
Future Land Use Map



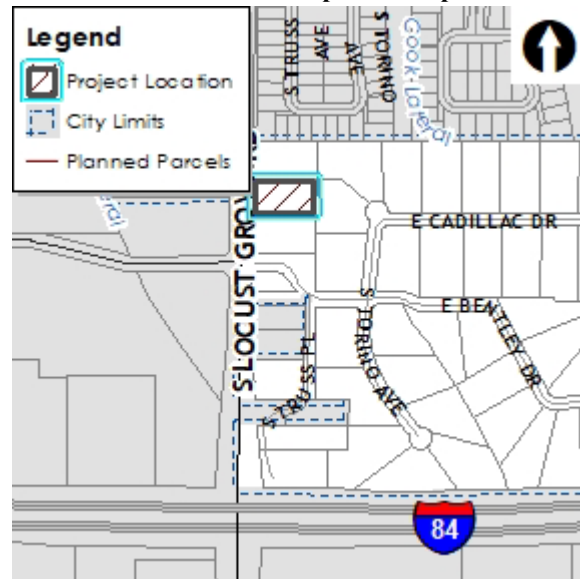
Aerial Map



Zoning Map



Planned Development Map



III. APPLICANT INFORMATION

A. Applicant / Representative / Owner(s):

Jeremy Rausch – 1684 E Borzoi Ct, Meridian, ID 83642

IV. NOTICING

| | Planning & Zoning Posting Date | City Council Posting Date |
|---|-----------------------------------|------------------------------|
| Notification published in newspaper | 7/19/2022 | 8/21/2022 |
| Notification mailed to property owners within 500' | 7/14/2022 | 8/18/2022 |
| Applicant posted public hearing notice sign on site | 7/25/2022 | 8/14/2022 |
| Nextdoor posting | 7/15/2022 | 8/18/2022 |

V. STAFF ANALYSIS

A. Annexation and Zoning

The proposed annexation area is contiguous to City annexed property and is within the Area of City Impact Boundary. To ensure the site develops as proposed by the applicant, staff is recommending a development agreement as part of the annexation approval.

The submitted legal description and boundary exhibit to appear to encompass the area of annexation. However, the exhibit also includes a previous lot configuration of three lots. **Prior to recordation of the annexation ordinance, the applicant shall submit a revised boundary exhibit which correctly matches the legal description.**

B. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

This property is designated as Medium Density Residential on the Future Land Use Map (FLUM) contained in the Comprehensive Plan.

This designation allows for dwelling units at gross densities of three to eight dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

The annexation area is near existing public services and is adjacent to the city limits. The majority of the properties in this area east of S. Locust Grove Road and north of I-84 are rural residential, although there is land to the south of the subject property is recommended for commercial uses. The proposed density of 3.7 du / acre is well within the density range designation of the Plan.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. In order to ensure the site develops as proposed with this application, staff recommends a DA as a provision of annexation with the provisions included in Section VIII.A. The DA is required to be signed by the property owner(s)/developer and returned to the City within 6 months of the Council granting the annexation for approval by City Council and subsequent recordation.

C. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

The applicable Comprehensive Plan policies are cited below with Staff analysis in italics.

- Encourage infill development. (3.03.01E)

Infill development is described as “development of vacant, skipped-over parcels of land in otherwise built-up areas.” The subject property is within an area surrounded by City-zoned property; commercial property to the west (across S. Locust Grove Rd) and south (across I-84), the Snorting Bull Subdivision (aka – Woodbridge) to the north (in the City), and rural residential in unincorporated Ada County to the east. Although the property is within a larger unincorporated area, these unincorporated properties are surrounded by the City limits. This would be considered an infill area.

- “Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian’s present and future residents.” (2.01.02D)

The proposed medium density single-family detached homes will contribute to the variety of residential categories in the City; however, there is no variety in housing types proposed within the development or in the general vicinity. R-8 zoning and detached single-family homes in unincorporated Ada County are abundant in this immediate area.

- Plan for connectivity between annexed parcels and county enclaves that may develop at a higher intensity. (3.03.04A)

*The property proposes to take access from S. Locust Grove, a principal arterial, via a common driveway within a 30 ft. wide easement. Per UDC 11-3A-3, for any property that takes direct access to an arterial and/or collector roadway, where access to a local street is available, the applicant shall reconfigure the site circulation plan to take access from such local street. **Where access to a local street is not available, the property owner shall be required to grant cross-access/ingress-egress easements to adjoining properties.***

A new single-family residence has been built on the property to the north (820 S. Locust) and due to the position of the new structures there is not feasible access between it and the subject property. However, the house on the 0.92-acre property directly to the east (903 S. Tornio Ave) takes access directly from S. Torino Ave, a local road. As this property is within an unincorporated area characterized by houses constructed in the 1970s and is designated for medium density residential, annexation and redevelopment of this area could occur in the future.

As a condition of approval, staff recommends the common drive extend to the eastern property line within a 30 ft. easement, so when the properties to the east are annexed into the city for redevelopment, access to the subject property can occur (via a private road) from S. Torino Ave and the S. Locust Grove access can be closed.

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)

City water and sewer service is available along S. Locust Grove Rd. and can be extended by the developer with development in accord with UDC 11-3A-21.

Staff finds this development to be generally consistent with the Comprehensive Plan.

D. Existing Structures/Site Improvements:

The property is presently vacant.

E. Proposed Use Analysis:

The proposed use would be single family residential. This is a permitted use in the R-8 zoning district.

F. Dimensional Standards (UDC 11-2):

All proposed lots appear to meet UDC dimensional standards per the submitted preliminary plat. This includes property sizes, required street frontages, and road widths. Development of the subdivision is required to comply with the subdivision design and improvement standards listed in UDC 11-6C-3, including but not limited to streets, common driveways and block face. In addition, all subdivision developments are also required to comply with Subdivision Design and Improvement Standards (UDC 11-6C-3) regarding common driveways.

A perpetual ingress/egress easement shall be filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. Address signage should be provided at the public street for homes accessed via common driveways for emergency wayfinding purposes.

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

As required, only one (1) single-family dwelling is proposed per property.

H. Building Elevations (UDC 11-3A-19 | Architectural Standards Manual):

As this subdivision is only for four lots, the applicant has not submitted building elevations. However, **due to the proximity to S. Locust Grove and visibility of the lots, staff recommends a development agreement provision that requires building elevations visible from S. Locust Grove Rd to incorporate a variety of building materials and articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines. Single-story structures are exempt from this requirement.** Planning approval will be required at time of building permit.

I. Access (UDC 11-3A-3, 11-3H-4):

The subject lot presently takes access from S. Locust Grove Rd.

As already mentioned in the Comprehensive Plan analysis above, per UDC 11-3A-3, for any property that takes direct access to an arterial and/or collector roadway, where access to a local street is available, the applicant shall reconfigure the site circulation plan to take access from such local street. Where access to a local street is not available, the property owner shall be required to grant cross-access/ingress-egress easements to adjoining properties. As the properties directly to the east (as well as numerous other properties) are within unincorporated Ada County and could annex and redevelop in the future, Staff is recommending the common driveway shown in the short plat be extended to the eastern property line in a 30 ft wide easement. If the property to the east develops, access to the subject property shall occur (via a private road) from S. Torino Ave and the S. Locust Grove access be closed or used for emergency access only.

J. Parking (UDC 11-3C):

Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family detached dwellings based on the number of bedrooms per unit. Future development should comply with these standards.

K. Sidewalks/Parkways (*UDC 11-3A-17*):

Sidewalk already exists along the S. Locust Grove Rd property frontage.

L. Landscaping (*UDC 11-3B*):

The applicant will be required to install a 25' wide buffer along S. Locust Grove Rd. as is required for arterial streets. Per UDC 11-3B-7, all street landscape buffers shall be on a common lot or on a permanent dedicated buffer easement, maintained by the property owner, homeowner's association or business owners' association. This is not reflected as such on the plat. Staff has added this as a condition of approval prior to City Engineer signature.

The landscape plan does not indicate whether there are any existing trees on the property that meet the preservation requirements of UDC 11-3B-10. This should be reflected on the landscape plan prior to City Engineer signature.

M. Fencing (*UDC 11-3A-6, 11-3A-7*):

All fencing will be required to comply with the standards listed in UDC 11-3A-7.

VI. DECISION

A. Staff:

Staff recommends approval of the requested annexation and zoning with the requirement of a Development Agreement and the provisions noted in Section VII.A per the findings in Section IX of this staff report.

B. The Meridian Planning & Zoning Commission heard these items on August 4, 2022. At the public hearing, the Commission voted to recommend approval of the subject AZ and SHP request.

1. Summary of Commission public hearing:

- a. In favor: Jeremy Rausch
- b. In opposition: Stan and Elaine Sears, Patricia Christensen, Jeanette Tanner and Ryan and Glenna Newby
- c. Commenting: None
- d. Written testimony: See above in the opposition section.
- e. Staff presenting application: Bill Parsons
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

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

- a. Extension of the common driveway to the eastern boundary.

4. Commission change(s) to Staff recommendation:

- a. Commission modified DA provision b.

5. Outstanding issue(s) for City Council:

- a. None

C. The Meridian City Council heard these items on September 13, 2022. At the public hearing, the Council moved to approve the subject AZ and SHP requests.

1. Summary of the City Council public hearing:

- a. In favor: None
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: David Palumbo and Shawn Freeman
-

- e. Staff presenting application: Bill Parsons
- 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. Annexation and Zoning Legal Description and Exhibit

ANNEXATION PROPERTY DESCRIPTION
FOR
JBI ELEMENTAL
870 S. Locust Grove

A parcel of land lying in the NW1/4 SW1/4 of Section 17, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a Brass Cap marking the South West corner of said Section 17, from which a Brass Cap marking the West 1/4 corner bears N.00°30'32"E. 2659.49 feet; thence along the West line of said Section 17 N.00°30'32"E. 2359.49 feet to a point, said point being the POINT OF BEGINNING;

Thence continuing N.00°30'32"E. 150.00 feet to a point;

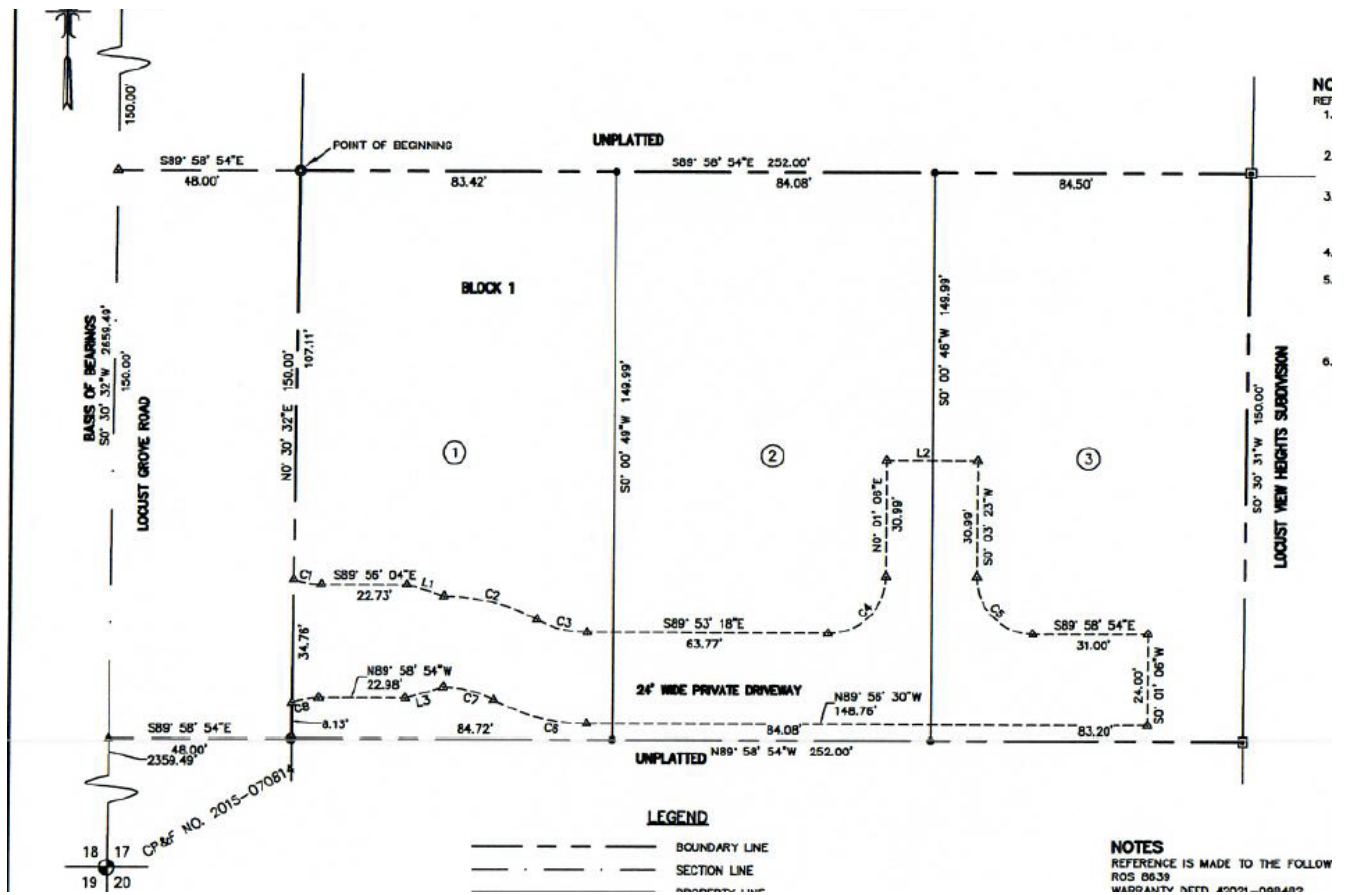
Thence S.89°58'54"E. 300.00 feet to a 1/2 inch iron pin;

Thence S.00°30'32"W. 150.00 feet to a 1/2 inch iron pin;

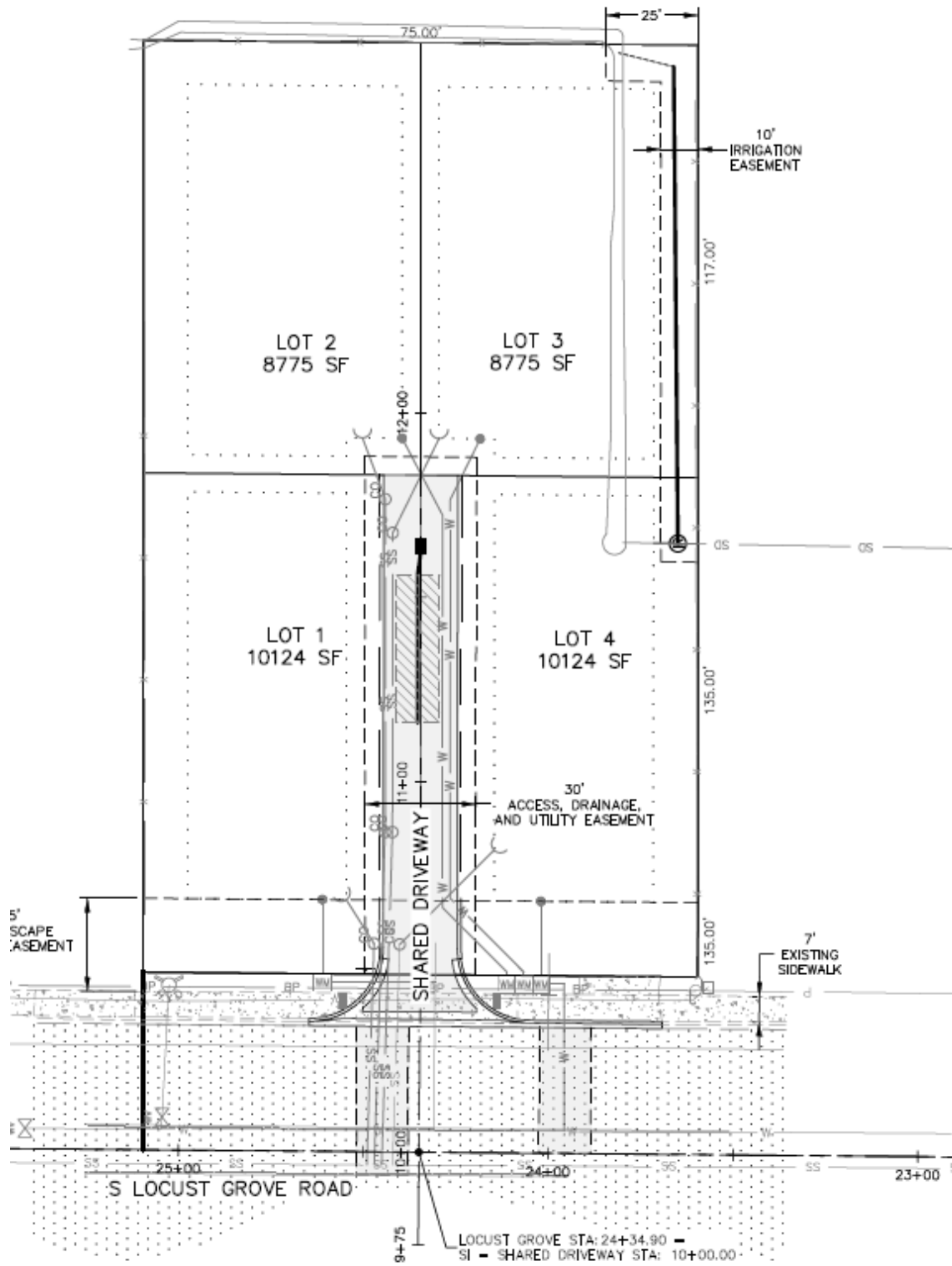
Thence N.89°58'54"W. 300.00 feet to the POINT OF BEGINNING.

Said parcel contains 1.03 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.





B. Short Plat (date: 5/20/2022)



VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian and the property owner(s) at the time of annexation ordinance adoption, and the developer.

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

- a. Future development of this site shall be generally consistent with the conceptual development plan included in Section VII, Unified Development Code standards, and the provisions contained herein.
 - b. The 20-foot common driveway shown in the short plat shall be extended to the eastern property line in a ~~30 ft wide easement~~ common lot and receive Fire Marshall approval to exceed 150 feet in accord with UDC 11-6C-3D. When the property to the east annexes into the City and develops, access to the subject property shall occur from S. Torino Ave. and the existing S. Locust Grove Road access shall be closed or used for emergency access purposes only.
 - c. Building elevations visible from S. Locust Grove Rd shall incorporate a variety of building materials and articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines. Single-story structures are exempt from this requirement. Planning approval will be required at time of building permit.
2. Prior to City Engineer signature, the short plat shall be revised to indicate the street landscape buffers on a common lot or on a permanent dedicated buffer easement, maintained by a property owner, or homeowner's association per UDC 11-3B-7.
 3. Prior to recordation of the annexation ordinance, the applicant shall submit a revised annexation boundary exhibit.
 4. The applicant shall construct all proposed fencing and/or any fencing required by the UDC, consistent with the standards as set forth in UDC 11-3A-7 and 11-3A-6B, as applicable.
 5. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-6 for all buildable lots.
 6. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family detached dwellings based on the number of bedrooms per unit.
 7. An exhibit shall be submitted with the short plat application that depicts the setbacks, fencing, building envelope, and orientation of the lots and structures accessed via the common driveway; if a property abuts a common driveway but has the required minimum street frontage and is taking access via the public street, the driveway shall be depicted on the opposite side of the shared property line from the common driveway as set forth in UDC 11-6C-3D.
 8. For the common driveway that serves a dual purpose (i.e. driveway/emergency access), signage shall be provided to notify residents that the common driveway is a no parking zone.
-

9. The applicant shall comply with all provisions of 11-3A-3 with regard to access to streets.
10. The development shall comply with standards and installation for landscaping as set forth in UDC 11-3B-5 and maintenance thereof as set forth in UDC 11-3B-13.
11. The Applicant shall comply with all conditions of ACHD.

B. PUBLIC WORKS

SITE SPECIFIC CONDITIONS:

1. Due to proximity of water service to the infiltration trench services must be sleeved for 10 feet past the trench on each side.
2. Due to proximity of sewer service to the infiltration trench services must be sleeved for 2 feet past the trench on each side.

GENERAL CONDITIONS:

1. Sanitary sewer service to this development is available via extension of existing mains adjacent to the development. The applicant shall install mains to and through this subdivision; applicant shall coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
 2. Water service to this site is available via extension of existing mains adjacent to the development. The applicant shall be responsible to install water mains to and through this development, coordinate main size and routing with Public Works.
 3. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
 4. Upon installation of the landscaping and prior to inspection by Planning Department staff, the applicant shall provide a written certificate of completion as set forth in UDC 11-3B-14A.
 5. A letter of credit or cash surety in the amount of 110% will be required for all incomplete fencing, landscaping, amenities, pressurized irrigation, prior to signature on the final plat.
 6. The City of Meridian requires that the owner post with the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The applicant shall be required to enter into a Development Surety Agreement with the City of Meridian. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
 7. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, and water infrastructure for a duration of two years. This surety amount will be verified by a line item final cost invoicing provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for
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more information at 887-2211.

8. In the event that an applicant and/or owner cannot complete non-life, non-safety and non-health improvements, prior to City Engineer signature on the final plat and/or prior to occupancy, a surety agreement may be approved as set forth in UDC 11-5C-3C.
 9. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
 10. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
 11. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
 12. Developer shall coordinate mailbox locations with the Meridian Post Office.
 13. All grading of the site shall be performed in conformance with MCC 11-1-4B.
 14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
 15. The engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
 16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
 17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
 18. Street light plan requirements are listed in section 6-7 of the Improvement Standards for Street Lighting (http://www.meridiancity.org/public_works.aspx?id=272). All street lights shall be installed at developer's expense. Final design shall be submitted as part of the development plan set for approval, which must include the location of any existing street lights. The contractor's work and materials shall conform to the ISPWC and the City of Meridian Supplemental Specifications to the ISPWC. Contact the City of Meridian Transportation and Utility Coordinator at 898-5500 for information on the locations of existing street lighting.
 19. 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 signature of the final plat by the City Engineer.
-

20. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
21. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
22. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact the Central District Health Department for abandonment procedures and inspections.
23. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C.1). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to development plan approval.
24. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.

C. ADA COUNTY HIGHWAY DISTRICT

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=266244&dbid=0&repo=MeridianCity&cr=1>

D. ADA COUNTY DEVELOPMENT SERVICES

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=266773&dbid=0&repo=MeridianCity>

E. NMID

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=266212&dbid=0&repo=MeridianCity>

IX. FINDINGS

A. ANNEXATION AND ZONING

Required Findings: Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;

The Council finds annexation of the subject site with an R-8 zoning designation is consistent with the Comprehensive Plan MDR FLUM designation for this property if the Applicant complies with the provisions in Section VIII.

2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;

The Council finds the lot sizes proposed combined with the housing types proposed will be consistent with the purpose statement of the residential districts in that a range of housing opportunities will be provided consistent with the Comprehensive Plan.

3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;

The Council finds that the proposed zoning map amendment should not be detrimental to the public health, safety, or welfare. The Council considered all oral or written testimony provided when determining this finding.

4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and

The proposed zoning amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing services to this site.

5. The annexation (as applicable) is in the best interest of city

The Council finds the proposed annexation is in the best interest of the City if the property is developed in accord with the provisions in Section VIII.

B. SHORT PLAT

In consideration of a short plat, the decision-making body shall make the following findings:

A. The plat is in conformance with the Comprehensive Plan and is consistent with the Unified Development Code;

The Comprehensive Plan designates the future land use of this property as Medium Density Residential with a density range of 3-8 du/acre. The proposed short plat complies with the Comprehensive Plan and is developed in accord with UDC standards.

B. Public services are available or can be made available and are adequate to accommodate the proposed development;

The Council finds that public services are adequate to serve the site.

C. The plat is in conformance with scheduled public improvements in accord with the City's capital improvements program;

The Council finds that the development will not require the expenditure of capital improvement funds. All required utilities are being provided with the development of the property at the developer's expense.

D. There is public financial capability of supporting services for the proposed development;

The Council finds that the development will not require major expenditures for providing supporting services. The developer and/or future lot owner(s) will finance improvements for sewer, water, utilities and pressurized irrigation to serve the project.

E. The development will not be detrimental to the public health, safety or general welfare; and

The Council finds the proposed short plat will not be detrimental to the public health, safety or general welfare.

F. The development preserves significant natural, scenic or historic features.

The Council is not aware of any significant natural, scenic or historic features associated with the development of this site.
