

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
2. **PPHC Heron Property LLC; HHP Heron Property LLC, Owners/Developers**

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 **PPHC Heron Property LLC**, whose address is 28717 Grumman Dr., Eugene, Oregon 97402, and **HHP Heron Property LLC**, whose address is 28717 Grumman Dr., Eugene, Oregon 97402, as tenants in common, hereinafter called OWNERS/DEVELOPERS.

1. **RECITALS:**

- 1.1. **WHEREAS**, Owners/Developers are the sole owners, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A-1”, 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**, PPHC HERON VILLAGE LLC, a Delaware limited liability company, whose address is 28717 Grumman Dr., Eugene, Oregon 97402, and HHP HERON VILLAGE LLC, a Delaware limited liability company, whose address is 28717 Grumman Dr., Eugene, Oregon 97402, as tenants in common (“**Phase I Owner**”), are the sole owners, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A-2”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Phase I Property; and
- 1.3. **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owners/Developers make a written commitment concerning the use or development of the subject Property; and
- 1.4. **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

- 1.5. **WHEREAS**, Owners/Developers have submitted an application for annexation of 1.36 acres of land with the R-40 zoning district, rezoning of 4.18 acres of land from the C-G and R-8 zoning districts to the R-40 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. Phase I Owner consents to rezoning part of the Phase I Property from the C-G zoning district to the R-40 zoning district as described above and how the Phase I Property will be maintained as outlined below; and
- 1.6. **WHEREAS**, Owners/Developers 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
- 1.7. **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
- 1.8. **WHEREAS**, on the 5th day of April, 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
- 1.9. **WHEREAS**, the Findings require the Owners/Developers to enter into a Agreement before the City Council takes final action on final plat; and
- 1.10. **WHEREAS**, Owners/Developers 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
- 1.11. **WHEREAS**, City requires the Owners/Developers 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 are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
 - 3.1. **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
 - 3.2. **OWNERS/DEVELOPERS:** means and refers to **PPHC Heron Property LLC**, whose address is 28717 Grumman Dr., Eugene, Oregon 97402, and **HHP Heron Property LLC**, whose address is 28717 Grumman Dr., Eugene, Oregon 97402, hereinafter called OWNERS/DEVELOPERS, the party that owns and is developing said Property and shall include any subsequent owner(s) and/or developer(s) of the Property.
 - 3.3. **PHASE I OWNER:** means and refers to **PPHC Heron Village LLC**, a Delaware limited liability company, whose address is 28717 Grumman Dr., Eugene, Oregon 97402, and **HHP Heron Village LLC**, a Delaware limited liability company, whose address is 28717 Grumman Dr., Eugene, Oregon 97402, hereinafter called PHASE I OWNER, the party that owns Phase I Property and shall include any subsequent owner(s) and/or developer(s) of the Phase I Property.
 - 3.4. **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A-1” describing a parcel to bound by this Agreement and attached hereto and by this reference incorporated herein as if set forth at length.
 - 3.5. **PHASE I PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A-2” describing a parcel to bound by this 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. Owners/Developers shall develop the Property in accordance with the following special conditions:

- a. Future development of this site shall be generally consistent with the conceptual site plan, landscape plan, qualified open space exhibit and elevations submitted with the annexation application contained herein.
- b. Owners/Developers shall share access, parking, amenities and open space pursuant to that certain Declaration of Reciprocal Easement and Shared Use Agreement between Owner/Developers and Phase I Owner.
- c. Owners/Developers shall widen and improve the pathway between E. Blue Heron Ln. and N. Eureka Ave. to 15 feet wide (or as approved by Meridian Fire), capable of supporting an 80,000-pound fire truck with bollards on either end to allow secondary emergency access.
- d. Owners/Developers shall enforce the Letter Agreement between Owners/Developers and Phase I Owner requiring Phase I Owner to convert all existing enclosed garages within Phase I Property to carports.
- e. Only carports are permitted for covered parking in Phase Two.

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

7.2. **Notice and Cure Period.** In the event of Owners/Developer's default of this agreement, Owners/Developers 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 Owners/Developers 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. Owners/Developers reserve 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 Owners/Developers 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 Owners/Developers 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:** Owners/Developers 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 Owners/Developers, prior to the third reading of the Meridian Zoning Ordinance in connection with the re-zoning 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 Owners/Developers 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 Owners/Developers to the City in accordance with Paragraph 11 above.
13. **ABIDE BY ALL CITY ORDINANCES:** That Owners/Developers 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

with copy to:
Attn: James P. Estes
Schwabe,
Williamson &
Wyatt, P.C.
1211 SW 5th Ave.
Suite 1900
Portland, OR 97204

OWNER/DEVELOPER:
PPHC Heron Property LLC
28717 Grumman Dr.
Eugene, Oregon 97402
Attn: Mark Garber

OWNER/DEVELOPER:
HHP Heron Property LLC
28717 Grumman Dr.
Eugene, Oregon 97402
Attn: Randall M. Nations

PHASE I OWNER:
PPHC Heron Village LLC
28717 Grumman Dr.
Eugene, Oregon 97402
Attn: Mark Garber

PHASE I OWNER:
HHP Heron Village LLC
28717 Grumman Dr.
Eugene, Oregon 97402
Attn: Randall M. Nations

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 Owners/Developers, 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 Owners/Developers, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner/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 Owners/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 Owners/Developers 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 re-zoning 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/DEVELOPER:

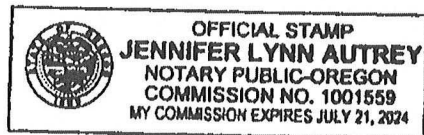
PPHC HERON PROPERTY LLC,
an Oregon limited liability company

By: Pinnacle Properties Holding Company LLC,
an Oregon limited liability company
Its: Member

By: [Signature]
Mark Garber, Manager

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me this 27th day of September, 2022, by Mark Garber, in his capacity as Manager of Pinnacle Properties Holding Company LLC, an Oregon limited liability company, the Member of PPHC HERON PROPERTY LLC, an Oregon limited liability company, on behalf of the company.



[Signature]
Notary Public for Oregon
Commission No.: 1001559
My Commission Expires: 07/21/2024

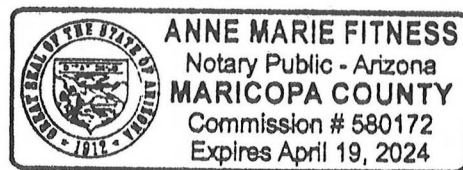
HHP HERON PROPERTY LLC,
an Oregon limited liability company

By: Randall M. Nations
Randall M. Nations, Manager

STATE OF ~~OREGON~~ ARIZONA)
County of Maricopa) ss.

This instrument was acknowledged before me this 22 day of September, 2022, by Randall M. Nations, in his capacity as Manager of Highland House Property, LLC, an Oregon limited liability company, the Member of HHP HERON PROPERTY LLC, an Oregon limited liability company, on behalf of the company.

Quie Marie Fittes
Notary Public for ~~Oregon~~ ARIZONA
Commission No.: 580172
My Commission Expires: 4.19.2024



PHASE I OWNER HEREBY CONSENTS TO THE AGREEMENT:

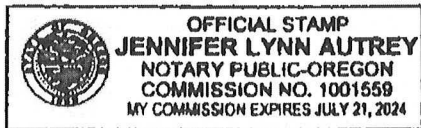
PPHC HERON VILLAGE LLC,
a Delaware limited liability company

By: Pinnacle Properties Holding Company LLC,
an Oregon limited liability company
Its: Member

By: [Signature]
Mark Garber, Manager

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me this 27th day of September, 2022, by Mark Garber, in his capacity as Manager of Pinnacle Properties Holding Company LLC, an Oregon limited liability company, the Member of PPHC HERON VILLAGE LLC, a Delaware limited liability company, on behalf of the company.



[Signature]
Notary Public for Oregon
Commission No.: 1001559
My Commission Expires: 07/21/2024

PHASE I OWNER HEREBY CONSENTS TO THE AGREEMENT:

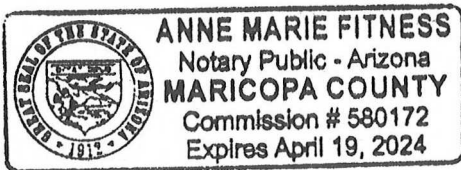
HHP HERON VILLAGE LLC,
a Delaware limited liability company

By: Highland House Property, LLC,
an Oregon limited liability company
Its: Member

By: Randall M. Nations
Randall M. Nations, Manager

Arizona
STATE OF ~~OREGON~~)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 22 day of September, 2022, by Randall M. Nations, in his capacity as Manager of Highland House Property, LLC, an Oregon limited liability company, the Member of HHP HERON VILLAGE LLC, a Delaware limited liability company, on behalf of the company.



Anne Marie Fitness
Notary Public for ~~Oregon~~ ARIZONA
Commission No.: 580172
My Commission Expires: 4.19.2024

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.

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

LEGAL DESCRIPTION



May 3, 2022
Project No.: 120174

ANNEXATION

BLUE HERON APARTMENTS
PHHC HERON PROPERTY, LLC

An area of land being APN: R7039000005 and APN: R703900300, Ada County records, located in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West One Quarter corner of said Section 6, thence on the east-west mid-section line of said Section 6, North 89° 35' 33" East, 497.10 feet, to the **POINT OF BEGINNING**:

Thence continuing on said east-west mid-section line, North 89° 35' 33" East, 175.44 feet, to a point, from which the Center West One Sixteenth corner of said Section 6 bears, North 89° 35' 33" East, 418.18 feet;

Thence leaving said east-west mid-section line, South 00° 21' 57" East, 384.21 feet;

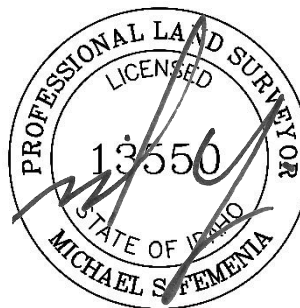
Thence North 67° 07' 38" West, 185.36 feet;

Thence South 89° 55' 20" West, 9.00 feet;

Thence North 00° 20' 55" East, 310.93 feet, to the **POINT OF BEGINNING**.

The above-described area of land contains 1.41 acres (61,396 Ft²), more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



05/03/2022

Annexation for PPHC Heron Property, LLC

Situate in a Portion of Gov't Lot 6 of Section 6
Township 3 North, Range 1 East, Boise Meridian
City of Meridian, Ada County, Idaho
2022

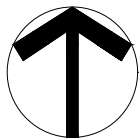
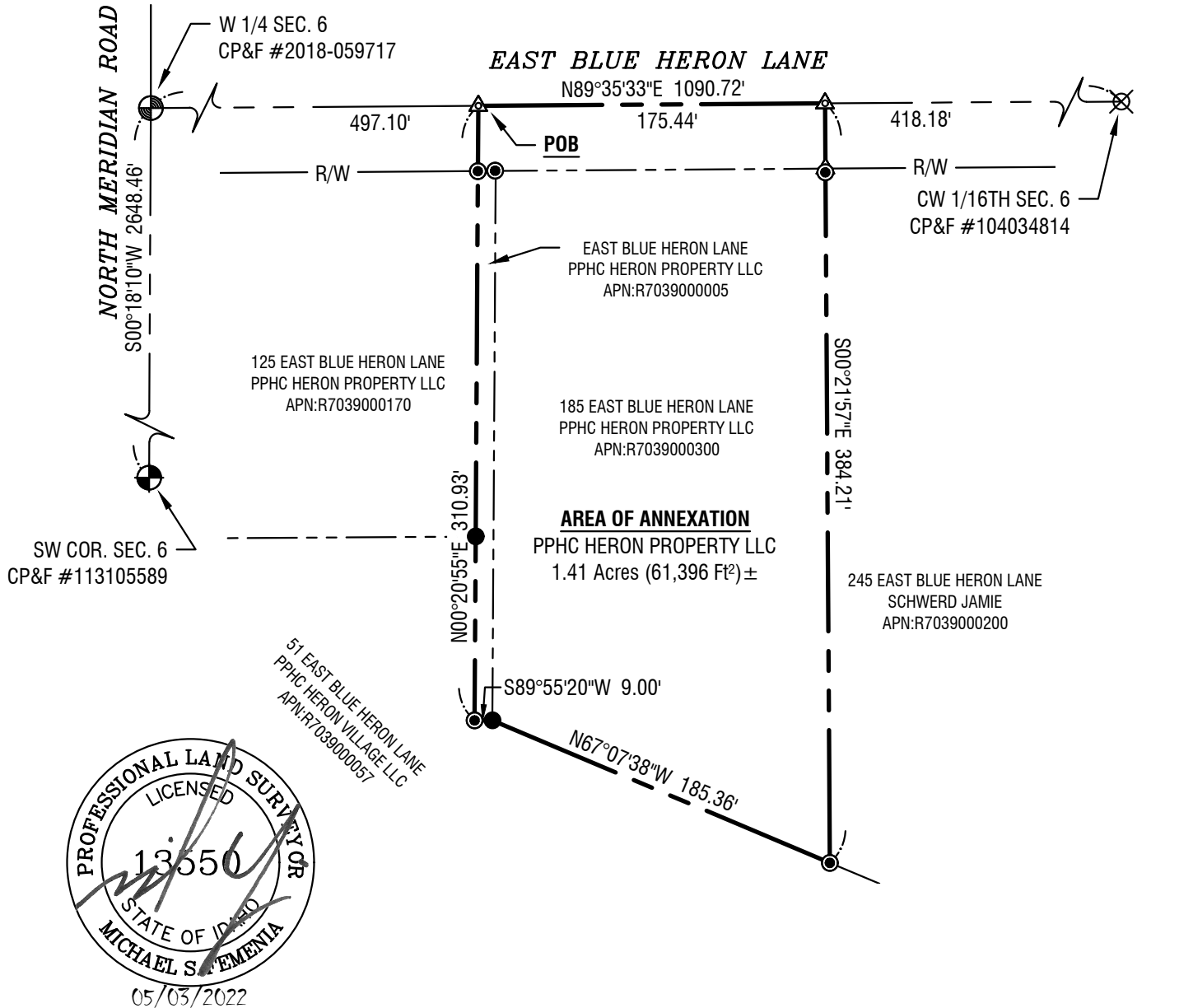
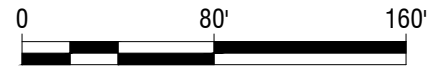


Exhibit "B"

Horizontal Scale: 1" = 80'



Project No.: 120174
Date of Issuance: May 3, 2022



**Annexation
Blue Heron Apartments
PPHC Heron Property, LLC**



May 3, 2022
Project No.: 120174

REZONE

BLUE HERON APARTMENTS
PHHC HERON PROPERTY, LLC

An area of land being APN: R7039000170, Ada County records, located in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West One Quarter corner of said Section 6, thence on the east-west mid-section line of said Section 6, North 89° 35' 33" East, 341.03 feet to the **POINT OF BEGINNING of Area-1:**

Thence continuing on said east-west mid-section line, North 89° 35' 33" East, 156.06 feet, to a point, from which the Center West One Sixteenth corner of said Section 6 bears, North 89° 35' 33" East, 593.62 feet;

Thence leaving said east-west mid-section line, South 00° 20' 55" West, 217.93 feet;

Thence South 89° 38' 42" West, 155.89 feet;

Thence North 00° 18' 10" East, 217.78 feet to the **POINT OF BEGINNING of Area-1.**

The above-described area of land contains 0.78 acres (33,977 Ft²), more or less.

TOGETHER WITH

An area of land being portions of APN: R7039000090, APN: R7039000080, and APN: R7039000057, Ada County records, located in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West One Quarter corner of said Section 6, thence on the east-west mid-section line of said Section 6, North 89° 35' 33" East, 497.09 feet, from which the Center West One Sixteenth corner of said Section 6 bears, North 89° 35' 33" East, 593.62 feet; thence leaving said east-west mid-section line, South 00° 20' 55" West, 310.93 feet, to the **POINT OF BEGINNING of Area-2:**

Thence North 89° 55' 20" East, 9.00 feet;

Thence South 67° 07' 38" East, 378.07 feet;

Thence South 31° 38' 35" East, 39.83 feet;

Thence South 89° 33' 08" West, 389.49 feet;

Thence South 84° 29' 31" West, 129.04 feet;

Thence South 89° 27' 49" West, 75.47 feet;

Thence South 00° 32' 11" East, 21.00 feet;

Thence South 89° 27' 49" West, 118.20 feet;

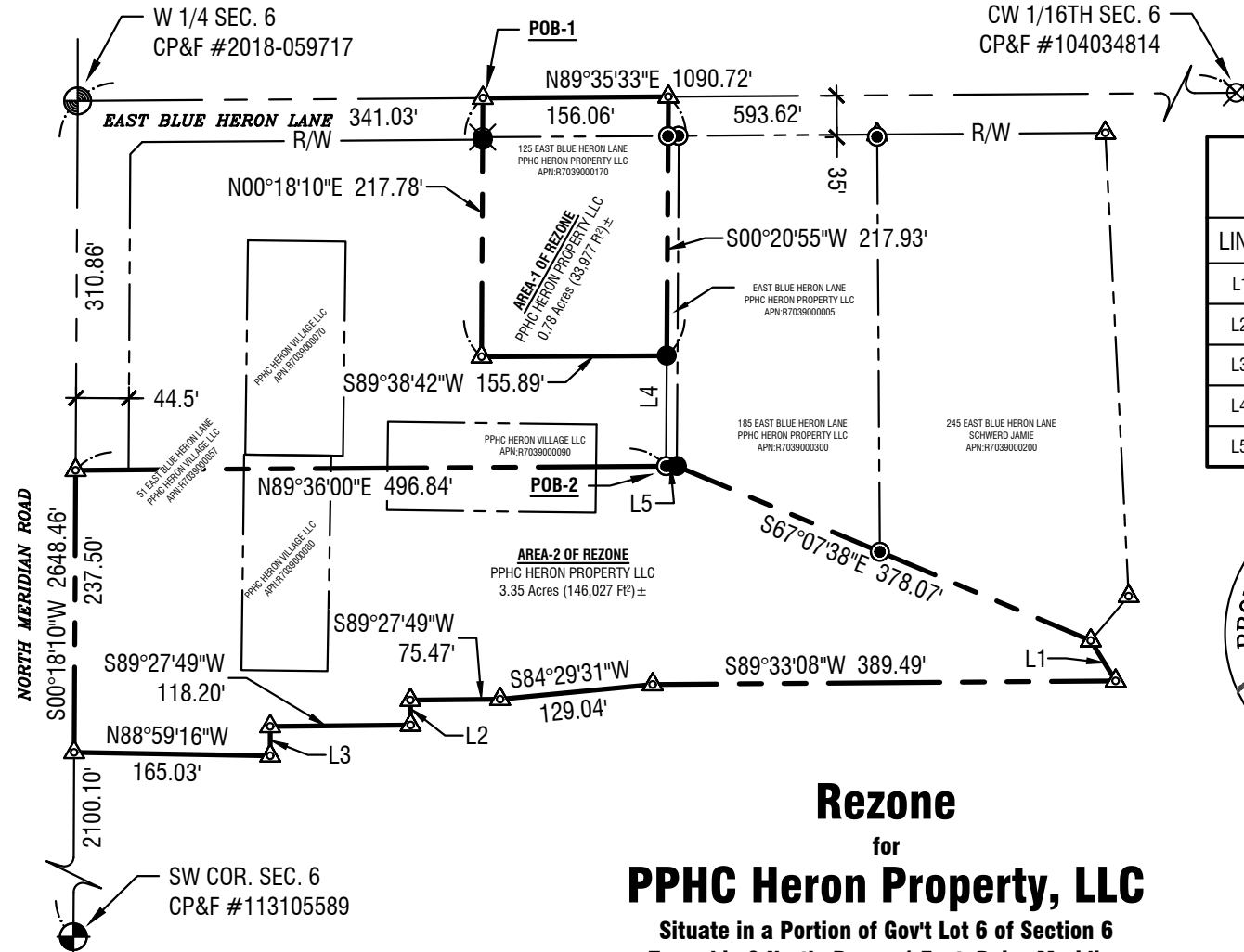
Thence South 00° 09' 00" East, 24.79 feet;

Thence North 88° 59' 16" West, 165.03 feet, to a point on the west line of said Section 6, from which point the Southwest corner of said Section 6 bears, South 00° 18' 10" West, 2100.10 feet;
Thence on said west section line, North 00° 18' 10" East, 237.50 feet;
Thence leaving said west section line, North 89° 36' 00" East, 496.84 feet, to the **POINT OF BEGINNING of Area-2.**

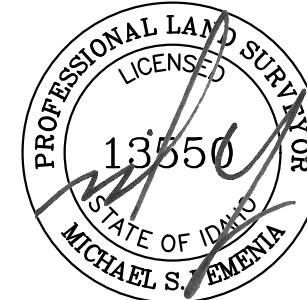
The above-described area of land contains 3.35 acres (146,027 Ft²), more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS





Line Table		
LINE	BEARING	LENGTH
L1	S31°38'35"E	39.83'
L2	S00°32'11"E	21.00'
L3	S00°09'00"E	24.79'
L4	S00°20'55"W	93.00'
L5	N89°55'20"E	9.00'



05/03/2022

Rezone for **PPHC Heron Property, LLC** Situate in a Portion of Gov't Lot 6 of Section 6 Township 3 North, Range 1 East, Boise Meridian City of Meridian, Ada County, Idaho 2022

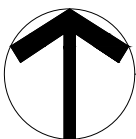


Exhibit "B"

Horizontal Scale: 1" = 150'



Project No.: 120174
 Date of Issuance: May 3, 2022



Rezone
Blue Heron Apartments
PPHC Heron Property, LLC

EXHIBIT "B"

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



In the Matter of the Request for Annexation of 1.36 Acres of Land with the R-40 Zoning District, Rezoning of 4.18 Acres of Land from C-G and R-8 to R-40, and a Conditional Use Permit to Allow Expansion of an Existing Multifamily Complex to Allow 36 Additional Units in Two New Buildings, by Tamara Thompson with The Land Group, Inc.

Case No(s). H-2021-0027

For the City Council Hearing Date of: March 22, 2022 (Findings on April 5, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of October 12, 2021, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of October 12, 2021, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of October 12, 2021, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of October 12, 2021, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of October 12, 2021, 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 annexation, zoning to R-40 and conditional use permit is hereby approved per the conditions of approval in the Staff Report for the hearing date of October 12, 2021, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. Additional time extensions up to two (2) years as

determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of October 12, 2021

By action of the City Council at its regular meeting held on the 5th day of April, 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 _____

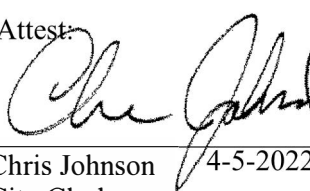
COUNCIL MEMBER TREG BERNT VOTED AYE

COUNCIL MEMBER LIZ STRADER VOTED _____

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)



Mayor Robert E. Simison 4-5-2022

Attest:

Chris Johnson 4-5-2022
City Clerk



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

By:  Dated: 4-5-2022
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



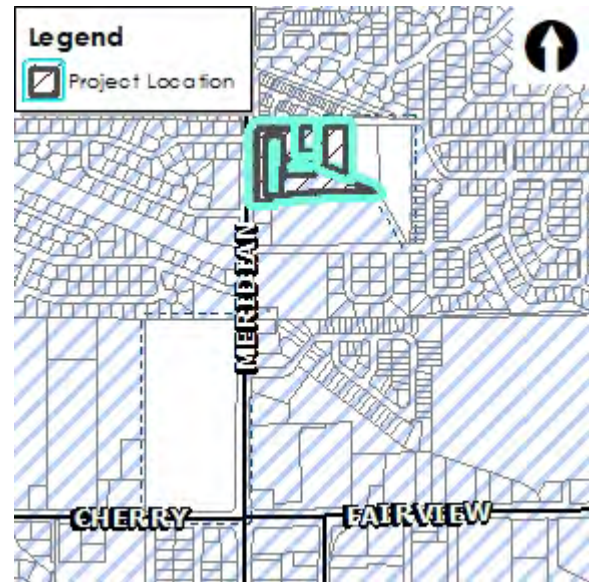
HEARING DATE: 10/12/2021

TO: Mayor & City Council

FROM: Alan Tiefenbach, Associate Planner
208-884-5533

SUBJECT: H-2021-0027
Heron Village (Phase 2)

LOCATION: The site is located at 51, 125 and 185 E. Blue Heron Ln, in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East.



I. PROJECT DESCRIPTION

This is a proposal for annexation of 1.36 acres of land with the R-40 zoning district, rezoning of 4.18 acres of land from C-G and R-8 to R-40, and a Conditional Use Permit to allow expansion of an existing multifamily complex to allow 36 additional units in two new buildings.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details	Page
Acreage	1.36 acres being annexed, 5.54 acres being rezoned to R-40	
Future Land Use Designation	MU-N	
Existing Land Use(s)	Single Family Residential / Rural	
Proposed Land Use(s)	Multifamily	
Lots (# and type; bldg./common)	Existing development is on 5 lots, one more lot would be annexed.	
Phasing Plan (# of phases)	One phase	
Number of Residential Units (type of units)	108 existing, 36 more proposed	
Density	19.6 du/acre (total)	
Open Space (acres, total [%]/buffer/qualified)	Existing – 1.58 acres (29%), Usable .96 acres (17%) Proposed – 10,200 sq. ft. req'd, 15,300 sq. ft. proposed	
Amenities	Existing amenities include half basketball court, plaza containing benches and trellis, 1,620 sq. ft. clubhouse with exercise room, playground, horseshoe pit, barbeques and picnic tables.	

Description	Details	Page
	Proposed amenities include 70'x100' grassy area, park benches and picnic tables, enclosed bike storage.	
Physical Features (waterways, hazards, flood plain, hillside)	None	
Neighborhood meeting date; # of attendees:	February 10, 2021 – 7 attendees Staff has received 2 letters and 5 voicemails in opposition to this request. Issues expressed include parking along E. Blue Heron and lack of emergency access.	
History (previous approvals)	AZ 01-014, CUP 12-0021, MCU 13-005, CZC 13-038, DES 13-039)	

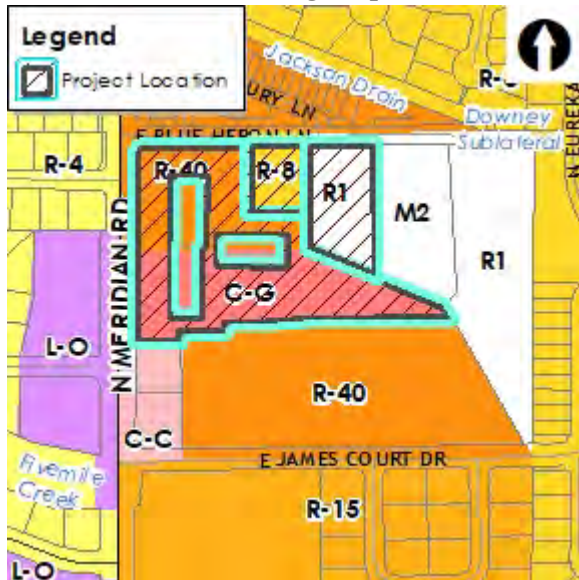
B. Community Metrics

Description	Details	Page
Ada County Highway District		
Staff report (yes/no)	Yes	
Requires ACHD Commission Action (yes/no)	No	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	One existing access from E. Blue Heron Ln (local road), one additional access proposed from E. Blue Heron Ln	
Existing Road Network	E. Blue Heron Ln (local road) and N. Meridian Rd (arterial)	
Existing Arterial Sidewalks / Buffers	- Sidewalk already exists along N. Meridian Rd. 5' wide sidewalk is constructed along the portion of Blue Heron Ln of which the existing multifamily development exists - The landscape plan indicates this sidewalk will be extended along the frontage of the additional property where the expansions are proposed.	
Proposed Road Improvements	Staff is recommending an existing pathway connecting the east terminus of E. Blue Heron to N. Eureka Ave be widened for emergency access only.	
Distance to nearest City Park (+ size)	½ mile to Settler's Park, ¾ mile to 8 th St Park,	
Distance to other key services	0.5 mile +/- to shopping center and commercial services at N. Meridian Rd / E. Fairview Ave intersection.	
Fire Service		
Distance to Fire Station	1.8 miles to Fire Station 3	
Fire Response Time	< 5 minutes	
Resource Reliability	78%	
Risk Identification	2 – current resources not adequate to supply service	
Accessibility	Meets all requirements	
Special/resource needs	Aerial device will be required	
Water Supply	2,250 gpm	
Other Comments	- All buildings must be sprinklered. - Fire has expressed issues with parking availability and cars parked along W. Blue Heron. - Fire has recommended secondary emergency access to N. Eureka Rd.	
Police Service		
No comments		
West Ada School District		

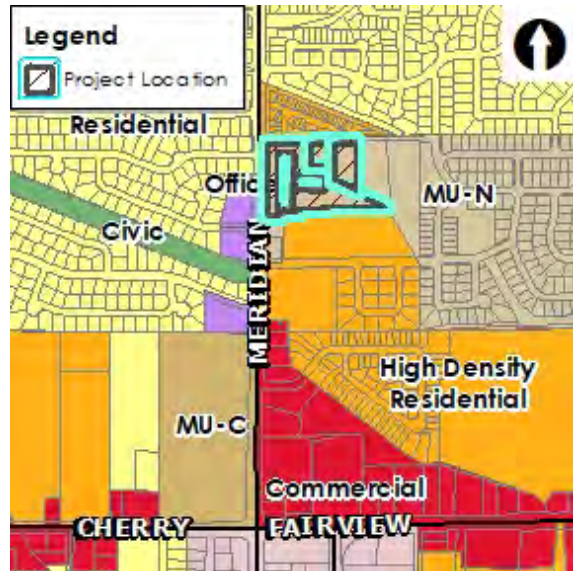
Description	Details	Page
Distance (elem, ms, hs)	4.4 elem, 1.7 ms, 2.6 hs	
# of Students Enrolled	4 additional school-aged children projected	
Wastewater		
Distance to Sewer Services	N/A	
Sewer Shed	Five Mile Trunkshed	
Estimated Project Sewer ERU's	See application	
WRRF Declining Balance	14.16	
Project Consistent with WW Master Plan/Facility Plan	Yes	
Water		
Distance to Water Services	0	
Pressure Zone	2	
Estimated Project Water ERU's	See application	
Water Quality	No concerns	
Project Consistent with Water Master Plan	Yes	
Impacts/Concerns	- No proposed water infrastructure submitted with this record. Engineering must review any new infrastructure. Connect to existing apartment development to west and to Blue Heron Ln. - Existing water services must be abandoned at the main in Blue Heron Ln. - Both addresses (125 and 185 E Blue Heron Ln) have a meter to the site. If these meters are not used they need to be abandoned at the main. - Provide looping of water line from Blue Heron Rd to existing water line to the west in Heron Village. - Provide water stub to east property boundary to facility future looping. - Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement.	

C. Project Area Maps

Zoning Map



Future Land Use



Aerial Map



Planned Development Map



III. Applicant Information

A. Applicant / Representative:

Tamara Thompson – The Land Group, Inc – 462 E. Shore Dr, Ste. 100, Eagle, ID, 83616

B. Owner:

PPHC Heron Property LLC – 28717 Grumman Dr., Eugene, OR 97402

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper Notification	6/25/2021	
Radius notification mailed to properties within 300 feet	6/22/2021	
Nextdoor posting	6/22/2021	
Sign Posting	9/7/2021	

V. STAFF ANALYSIS

Background

The existing Heron Village Apartments consist of 108 units in 5 buildings on 5.5 acres. 0.65 acres are zoned R-8 and were platted with the J. E. Pfost's Subdivision in 1908. The remaining 4.86 acres are zoned R-40 and C-G and were annexed in 2002 as the Ted Williams Annexation. There are several conditions of approval of this annexation regarding road and infrastructure improvements, but no development agreement. A conditional use permit was approved for the multifamily complex in 2013 (CUP 12-021). In 2014 a modification to the conditional use was approved (MCU-13-005) to allow replacement of several of the amenities. A Certificate of Zoning Compliance was approved in April of 2013 (CZC 13-038).

In September of 2020, the applicant requested a pre-application meeting with staff to discuss annexation of an additional 1.36 acres of land to the east of the existing complex (185 E. Blue Heron Ln) to construct 36 more units in two buildings. Because the Heron Village Apartments were on several properties within different zone districts (C-G, R-40 and R-8) and because they were annexing and zoning additional property anyway, Staff recommended to the applicant that it would be preferable to rezone all of the associated properties to R-40.

A. Annexation

The proposed annexation area is contiguous to City annexed property and is within the Area of City Impact Boundary. A legal description and exhibit map for the annexation and rezone area is included in Section VII.

There is not a development agreement with the existing development. As will be discussed below, staff and the applicant have discussed this project with the understanding that what is currently being proposed is a second phase and expansion to the existing development with shared parking, amenities and open space. To ensure this intent is met and the project develops cohesively, staff recommends this be reflected in a development agreement.

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

The Future Land Use Map designates the subject property for Mixed Use Neighborhood (MU-N). The purpose of this designation is to assign areas where neighborhood-serving uses and dwellings are seamlessly integrated into the urban fabric. The intent is to avoid predominantly single-use developments by incorporating a variety of uses. Land uses in these areas should be primarily residential with supporting non-residential services. Non-residential uses in these areas tend to be smaller scale and provide goods or services that people typically do not travel far for (approximately one mile) and need regularly.

This proposal is to annex a 1.2-acre lot zoned R-1 in the County, and zone it and a 0.65-acre lot to the west (already zoned R-8 in the City) to R-40. The purpose is to proceed with a conditional use for a 36-unit expansion to an existing multifamily development. This application also includes rezoning the portion of the existing multifamily development that is C-G to R-40 so the entire development is in the same zone district. The subject property is between high density residential at north and south, with uses becoming progressively more commercial to very intensive commercial uses at the N. Meridian Rd. E. Fairview Ave intersection. As this project is to allow expansion of the existing multifamily to an infill vacant parcel to the east, staff believes at the regional scale this proposal meets the intent of the Plan.

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

- 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 multifamily residential development will contribute to the variety of housing types available within the City.

- Support infill development that does not negatively impact the abutting, existing development. (2.02.02C)

This proposal is to allow infill of an existing vacant parcel on the northeast portion of the subject properties to allow expansion of an existing multifamily development, surrounded by existing multifamily development to the north and south, industrial uses to the east, and religious and single family residential across N. Meridian Rd to the west. Although there could be some incremental impacts associated with additional units, the impacts associated with this development are already primarily established and there would be few or negligible impacts on the single family residential across N. Meridian Rd.

- Encourage the development of high quality, dense residential and mixed-use areas near in and around Downtown, near employment, large shopping centers, public open spaces and parks, and along major transportation corridors, as shown on the Future Land Use Map. (2.02.01E)

This expansion to an existing multifamily development is located along N. Meridian Rd, in close proximity to a variety of commercial uses, including approximately ½ mile to a shopping center, along the intensely commercial E. Fairview / N. Meridian Rd. intersection.

- Encourage infill development. (3.03.01E)

The proposed annexation of an additional parcel of land surrounded by existing development to allow expansion of an existing multifamily complex would be considered an infill development.

- 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)
-

Urban services and public facilities are already being provided to the existing multifamily complex. This proposal would allow an additional 36 units in two buildings.

D. Existing Structures/Site Improvements:

There is an existing residence, which was constructed in 1954, and accessory structures on the property that is currently zoned R-8. All structures will be removed with development of the additional 36 units.

E. Proposed Use Analysis:

The request is to annex 1.36 acres with an R-40 zone, and rezone a R-8 zoned parcel as well as the C-G zoned portion of the existing multifamily development to R-40 to clean-up the zoning for the existing development and to allow 36 additional multifamily units. This is allowed by conditional use per UDC 11-2A-8.

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

The specific use standards for multi-family developments listed in UDC 11-4-3-27 apply to development of this site as follows:

- i. Buildings shall provide a minimum setback of ten (10) feet.

The site plan indicates both buildings meet a minimum setback of at least 10' on all sides.

- ii. All on-site service areas, outdoor storage areas, waste storage, disposal facilities, and transformer and utility vaults shall be located in an area not visible from a public street, or shall be fully screened from view from a public street.

The submitted landscape plan reflects dumpsters in an enclosure and screened by landscaping at the east portion of the property. Details regarding this enclosure and any additional ground or roof mounted mechanical or electrical equipment meeting the requirements of 11-3A-12 and 11-4-27 will be required to be submitted with the Certificate of Zoning Compliance (CZC).

The landscape plan indicates ground-mounted condenser units. One of these groups of condenser units is at the north side of Building F, directly along E. Blue Heron Ln. Although the landscape plan suggests 4' high vinyl fencing screening these unit, staff believes there should be additional mitigation to soften the view from the street. Staff recommends additional shrubs be grouped in this area. It should be noted shrubs are required along the building foundation already per the specific use standards, so this would be in addition to that requirement.

- iii. A minimum of eighty (80) square feet of private, usable open space shall be provided for each unit. This requirement can be satisfied through porches, patios, decks, and/or enclosed yards. Landscaping, entryway and other accessways shall not count toward this requirement.

Floorplans of the units indicating this requirement is met shall be required at the time of CZC.

- iv. Developments with twenty (20) units or more shall provide a property management office, maintenance storage area, central mailbox location, including provisions for parcel mail, and a directory and map of the development at an entrance or convenient location for those entering the development.

All of these requirements have already been provided and shown on the site plan associated with the CZC approved for the existing development.

- v. A minimum of 250 sq. ft. of common open space shall be provided for each unit of between 500 sq. ft. and 1,200 sq. ft in area; 350 sq. ft. of common open space is required for all units greater than 1,200 sq. ft in area.

The applicant has provided an open space exhibit which reflects the required open space for both Phase 1 and Phase 2. 41,870 sq. ft. of open space was required with Phase One whereas 53,000 sq. ft. is provided. 10,200 square feet of qualified open space is required with Phase 2, whereas 15,330 sq. ft. is proposed. The proposal meets the minimum requirements of UDC 11-4-3-27.

- vi. Amenities

The existing development consists of 108 units, and an additional 36 units are proposed. The existing development provides a half basketball court, plaza containing benches and trellis, 1,620 sq. ft. clubhouse with exercise room, playground, horseshoe pit, barbeques and picnic tables. This proposal proposes two additional amenities - an approximately 8,600 sq. ft. open space park and 52 new bicycle storage spaces.

UDC 11-4-3-27-D states “for multifamily developments with more than one hundred (100) units, the decision-making body shall require additional amenities commensurate to the size of the proposed development.” The Planning Commission should decide if the amenities are sufficient for the existing development as well as the proposed expansion.

- vii. All street facing elevations shall have landscaping along their foundation. The landscaped area shall be at least three (3) feet wide. For every three (3) linear feet of foundation, an evergreen shrub having a minimum mature height of twenty-four (24) inches shall be planted.

The landscape plan does show landscaped areas around the foundations of the buildings, although it does not indicate whether this includes shrubs. As mentioned above, staff is recommending additional landscaping around the mechanical equipment visible from E. Blue Heron Ln.

G. Dimensional Standards (UDC 11-2):

Dimensional standards of the R-40 zoning district include 10' front setbacks, 12' rear setbacks, 3' side setbacks, and a maximum building height of 60'. However, as mentioned in the specific use standards above, 10' setbacks are applied to all multifamily projects (on all sides). The development as proposed meets these setbacks, and the elevations provided indicate a maximum height of approximately 42' from the highest roof pitch. The proposal meets all the dimensional requirements.

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

There is one existing access from E. Blue Heron Ln. (local road) serving the existing 108 units; one additional access is proposed from E. Blue Heron Ln.

Meridian Fire has commented that although the site does provide two points of access, both of these accesses are from E. Blue Heron Ln. with the only way in and out occurring from N. Meridian Rd. Fire; they prefer another point of access that does not solely rely on N. Meridian Rd.

E. Blue Heron Ln. terminates into a pathway at the east end which then connects to N. Eureka Ave. Based on discussion with the applicant, they agreed to widen this pathway to 20 feet wide or as approved by Meridian Fire, and provide bollards on either end to allow secondary fire access.

I. Parking (*UDC 11-3C*):

UDC 11-3C-6 requires 1.5 parking spaces per each one-bedroom dwelling unit and at least 2 parking spaces for 2-3 bedrooms units. At least one parking space for each of these units must be in a covered carport or garage.

As requested by staff, the applicant submitted a site plan which indicates the required and proposed parking for both Phase One (the 108 units) and Phase Two (the 36 additional units).

Phase One was required to provide 204 parking spaces with 102 of them covered spaces. 207 parking spaces are provided, with 195 of them being covered. Phase Two is required to provide 69 parking spaces, with 36 of them covered spaces. 87 spaces are provided, with 71 of them being covered. 6 total bicycle parking spaces are required with this development. The parking exceeds the requirements by 21 parking spaces.

The site plan indicates 17' long parking spaces on the south side of Building F, east side of Building G and surrounding the open space. As required by UDC 11-3C-5, sidewalks are at least 7' in width in these areas to allow for vehicle overhang. The remaining parking spaces are shown to be 19' in length. The applicant should be aware that all off-street parking areas shall be provided with a substantial wheel restraint to prevent cars from encroaching upon abutting private and public property or overhanging beyond the designated parking stall dimensions. Wheel stops are not indicated on the site plan or landscape plan. These should be indicated on the site plan with the CZC.

Meridian Fire, Police and the surrounding residents have commented that parking has been a continuous issue for this development, as residents and guests often park on both sides of E. Blue Heron Dr, making emergency access difficult. One cause of this issue is that many of the garages that are intended to be used to satisfy parking requirements are being used for storage, leading to spill-over in other areas of the development and along the local streets. As 71 parking spaces are proposed to be covered with Phase II, staff recommends these covered spaces be accommodated by carports and not garages, to avoid dedicated covered spaces being used for storage.

Elevations of the carports have not been provided. At the time of CZC, the applicant will need to provide elevations that reflect the accessory structures are compatible with the primary buildings and meet all the minimum dimensional requirements of UDC 11-3C-6. The applicant should also be aware that the site plan indicates striped pedestrian crossing areas across the parking lots. UDC 11-3A-19-4 requires internal pedestrian walkways to be distinguished from the vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks.

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

Sidewalk already exists along N. Meridian Rd, which has recently been reconstructed. 5' wide sidewalk is constructed along the portion of Blue Heron Ln. of which the existing multifamily development exists; the landscape plan indicates this sidewalk will be extended along the frontage of the additional property where the expansions are proposed in accord with UDC standards.

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

A 25' wide landscape buffer has already been provided along N. Meridian Rd as required by UDC Table 11-2B-3. W. Blue Heron Lane is classified as a local street and as such does not require a street buffer in the R-40 zoning district. However, a 17' wide landscape buffer was installed along the portion of the property frontage developed with Phase One, and the landscape plan indicates this buffer is proposed to continue along the frontage to the property line with Phase Two. A 12' +/- landscape buffer is proposed along the eastern property line, although a

residential buffer is not a requirement for multifamily in the R-40 zoning district and this property is directly adjacent to an existing meat packing plant.

It does appear there is at least 3' wide landscaping areas along the foundations of both buildings with street facing elevations as required per the specific use standards for multifamily, but the landscape plan does not specifically identify shrubs in this area. As mentioned, staff believes there should be additional landscape screening along the street-facing sides of the condenser unit screen fences along E. Blue Heron Ln. The landscape plan submitted with the Certificate of Zoning Compliance application shall comply with all landscaping requirements and is required to be prepared by a landscape architect, landscape designer, or qualified nurseryman, per UDC 131C-3B.

L. Qualified Open Space (*UDC 11-3G*):

The applicant has provided an open space exhibit which reflects the required open space for both Phase 1 and Phase 2. 41,870 sq. ft. of open space was required with Phase One whereas 53,000 sq. ft. is provided. 10,200 square feet of qualified open space is required with Phase 2, whereas 15,330 sq. ft. is proposed. The open space provided for Phase 2 exceeds the requirements.

M. Qualified Site Amenities (*UDC 11-3G*):

UDC 11-4-3-27 requires 4 amenities from each category for multifamily developments of more than 75 units, but for multifamily developments with more than one hundred (100) units, the decision-making body shall require additional amenities commensurate to the size of the proposed development.

The existing development provides a half basketball court, plaza containing benches and trellis, 1,620 sq. ft. clubhouse with exercise room, playground, horseshoe pit, barbeques and picnic tables. With the proposed expansion the applicant proposes a 50'x 100' sq. ft. open space area and 52 additional enclosed bike storage facilities. The Planning Commission should decide if the amenities are sufficient for the existing development as well as the proposed expansion.

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

The landscape plan reflects perimeter fencing that is to match existing fencing. At the time of the CZC, the applicant shall provide all fencing details on the landscape plan.

O. Utilities (*UDC 11-3A-21*):

There is infrastructure serving the existing development. All development is required to connect to the City water and sewer system unless otherwise approved by the City Engineer in accord with UDC 11-3A-21.

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

Conceptual elevations were submitted with this proposal. The elevations utilize architecture that is consistent with the existing buildings including multiple roof pitches, dormers, canopies and outdoor second and third story railings. Building materials include hardiboard lap siding, hardishake shingle siding, cultured stone columns and asphalt singles. Building elevations will be reviewed against the ASM manual at time of CZC.

VI. DECISION

A. Staff:

Staff recommends approval of the annexation of 1.36 acres of land with the R-40 zoning district, rezoning of 4.18 acres of land from C-G and R-8 to R-40, and a Conditional Use Permit to allow expansion of an existing multifamily complex to allow 36 additional units in two new buildings

per the provisions and comments included in Section VII in accord with the Findings in Section VIII

B. The Meridian Planning & Zoning Commission heard this item on September 16, 2021. At the public hearing, the Commission moved to recommend approval of the subject annexation, zoning and conditional use request.

1. Summary of the Commission public hearing:

- a. In favor: Tamara Thompson
- b. In opposition: None
- c. Commenting: Tamara Thompson
- d. Written testimony: Staff has received 5 voicemails and three letters in opposition.
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Three citizens testified in opposition. Concerns expressed regarded traffic, parking, emergency access and litter

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

- a. Commission discussed whether parking could be increased, their understanding that parking is an issue along E. Blue Heron Ln, problems associated with litter, whether the applicant could work with ACHD to limit parking along E. Blue Heron Ln, and whether a parking enforcement company can be utilized.

4. Commission change(s) to Staff recommendation:

- a. Prior to City Council, the applicant will have a parking plan that has been addressed with ACHD.
- b. Prior to City Council, the applicant shall have an agreement in place with the property management company on enforcement of the parking regulations
- c. The applicant shall add additional trash receptacles.
- d. Condition 2-C shall be amended that the applicant widen and improve the pathway between E. Blue Heron Ln. and N. Eureka Ave. to 15 feet wide instead of 20-feet wide.

C. The Meridian City Council heard these items on October 12, 2021 and continued the hearing to December 7, 2021 and March 22, 2022. At the public hearing, the Council moved to approve the subject annexation, rezoning and conditional use permit requests.

1. Summary of the City Council public hearing:

- a. In favor: Tamara Thompson, Mysti Stelluto
- b. In opposition: Valinda Sorenson, Summer Hazen
- c. Commenting: Valinda Sorenson, Summer Hazen, Tamara Thompson, Mysti Stelluto, Joe Bongiorno
- d. Written testimony: Carrie Shuter, Jim and Marie Kast, Bonita Ghoulson, Gail Simpson, Jim Lane, Kathryn Small, Sandra Rogers, Valinda Sorenson
- e. Staff presenting application: Alan Tiefenbach
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

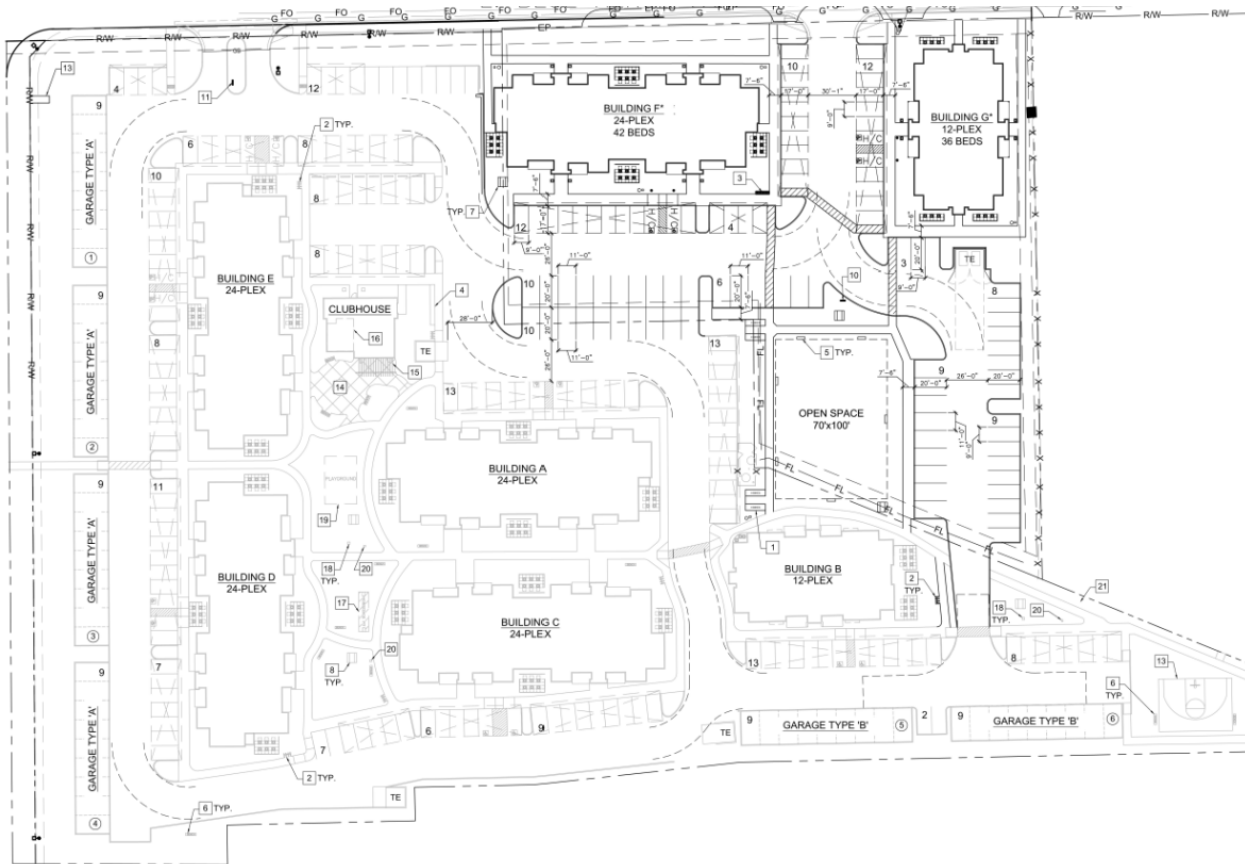
- a. Parking impacts, particularly spill over parking along E. Blue Heron impacting the residents of the Heronbrook townhomes
- b. Trash in and around the complex
- c. Traffic impacting E. Blue Heron Ln, trucks and emergency vehicles using E. Waterbury Ln and N. Richter Ln to turn around.

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

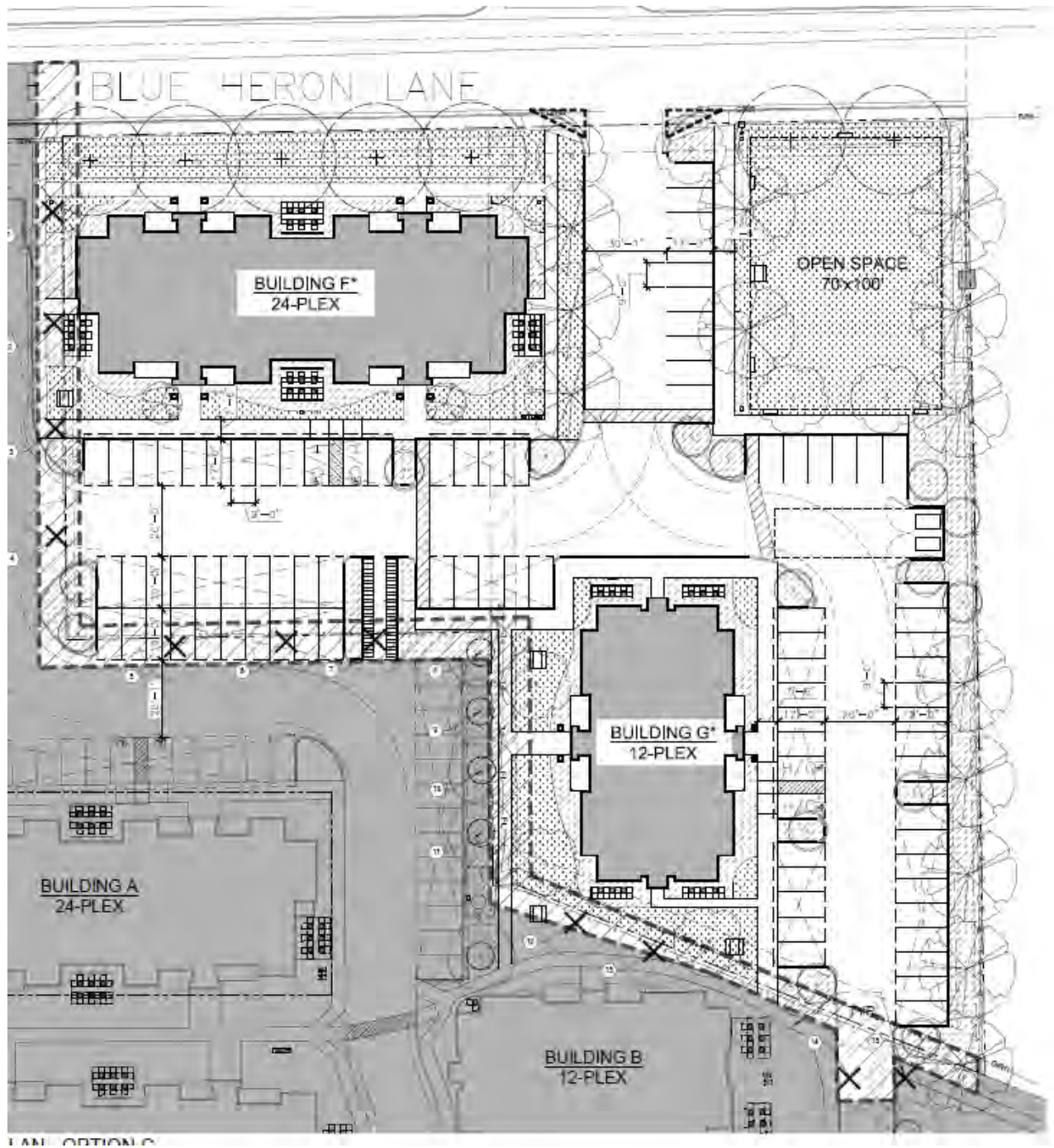
- a. Council continued this case several times for the applicant to address parking and traffic impacts, have management do a parking analysis, and discuss solutions with the neighbors and ACHD.
4. City Council change(s) to Commission recommendation:
 - a. Applicant shall convert all existing enclosed garages within Phase One to carports
 - b. Applicant shall work with City and ACHD for ACHD to consider striping no parking areas along E. Blue Heron Ln. particularly west of N. Richter Ln.
 - c. Applicant and staff shall work with ACHD to consider no parking and dead-end signage along E. Blue Heron Ln

VII. EXHIBITS

A. Site Plan (date: ~~3/18/2021~~ **March 18, 2022**)



B. Landscape Plan (date: 4/2/2021)



**HERON VILLAGE APARTMENTS PHASE I & II
OPEN SPACE EXHIBIT**

- PHASE 1 OPEN SPACE**
REQUIRED = 52,332 SF
PROVIDED = 53,000 SF
- PHASE 1 AMENITIES**
CLUBHOUSE W/ FITNESS CENTER & PLAZA
PICNIC AREAS THROUGHOUT
HALF SPORTS COURT TOT LOT
- PHASE 2 OPEN SPACE**
REQUIRED = 10,200 SF
PROVIDED = 19,619 SF
- PHASE 2 AMENITIES**
ENCLOSED BIKE STORAGE FOR 52 BIKES
85 X 102' OPEN FIELD

EXISTING BUILDINGS:
 - BUILDING A: 24-PLEX
 - BUILDING B: 12-PLEX
 - BUILDING C: 24-PLEX
 - BUILDING D: 24-PLEX
 - BUILDING E: 24-PLEX
 - BUILDING F: 24-PLEX
 - BUILDING G: 12-PLEX
 - BUILDING H: 12-PLEX

NEW BUILDINGS:
 - NEW BUILDING F*: 24-PLEX
 - NEW BUILDING G*: 12-PLEX

OTHER FEATURES:
 - NEW 52 BIKE STORAGE
 - NEW CARPORT - TYP.
 - EXISTING GARAGE
 - EXISTING CARPORT - TYP.
 - EXISTING DOCK LOT
 - EXISTING SPORTS COURT

D. Building Elevations (date: 3/18/2021)



FRONT ELEVATION
SCALE: 1/8" = 1'-0"

KEY NOTE	
□	BRICK - 2\"/>



BACK ELEVATION
SCALE: 1/8" = 1'-0"



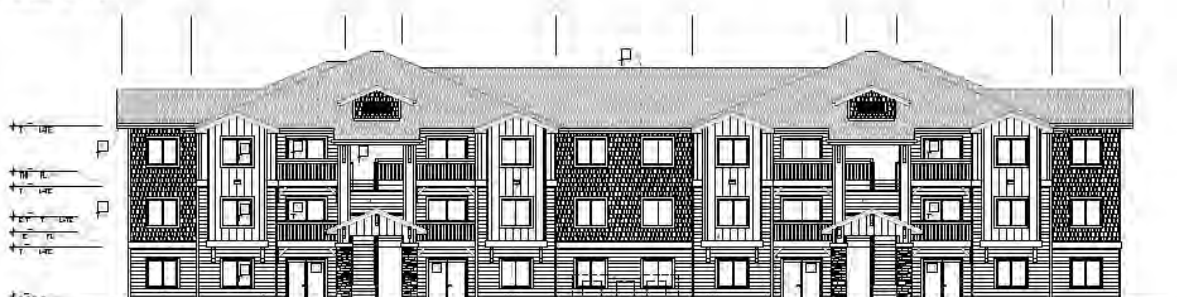
SIDE ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

E. Annexation Legal Description

ANNEXATION
BLUE HERON APARTMENTS
PHHC HERON PROPERTY, LLC

An area of land being portions of APN: R7039000005 and APN: R703900300, Ada County records, located in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West One Quarter corner of said Section 6, thence on the east-west mid-section line of said Section 6, North 89° 35' 33" East, 505.66 feet, to the **POINT OF BEGINNING**:

Thence continuing on said east-west mid-section line, North 89° 35' 33" East, 166.44 feet, to a point, from which the Center West One Sixteenth corner of said Section 6 bears, North 89° 35' 33" East, 418.18 feet;

Thence leaving said east-west mid-section line, South 00° 21' 57" East, 384.21 feet;

Thence North 67° 07' 38" West, 185.36 feet;

Thence South 89° 55' 20" West, 9.00 feet;

Thence North 00° 20' 55" East, 93.00 feet;

Thence North 89° 38' 42" East, 9.00 feet;

Thence North 00° 20' 55" East, 217.94 feet to the **POINT OF BEGINNING**.

The above described area of land contains 1.36 acres (59,435 Ft²), more or less.

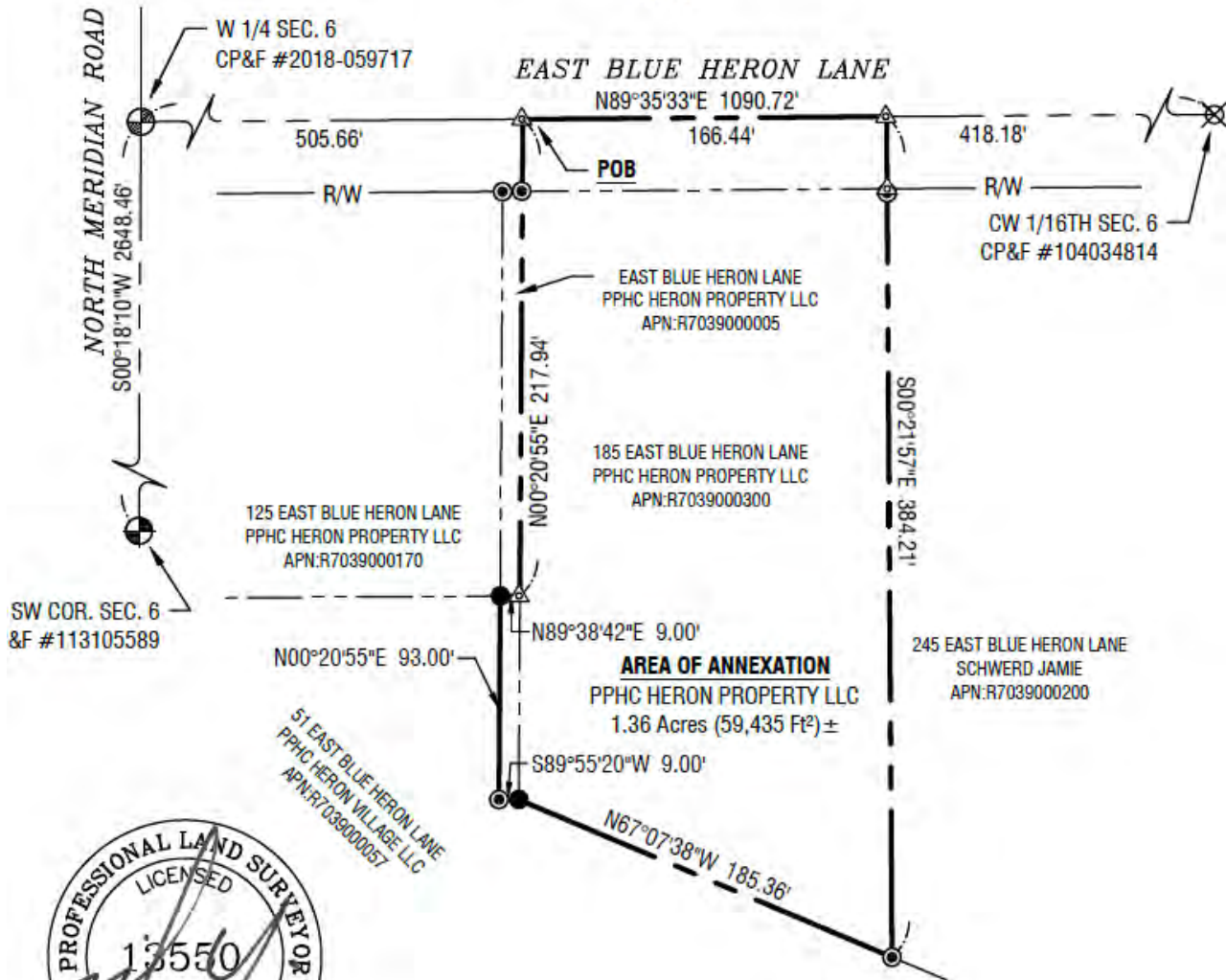
PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



03/17/2021

Annexation for PPHC Heron Property, LLC

Situate in a Portion of Gov't Lot 6 of Section 6
Township 3 North, Range 1 East, Boise Meridian
City of Meridian, Ada County, Idaho
2021



03/17/2021

F. Rezoning Legal Description

PROJECT NO. 120177

REZONE to R40
BLUE HERON APARTMENTS
PHHC HERON PROPERTY, LLC

An area of land being APN: R7039000005, APN: R7039000300, and APN: R7039000170 AND portions of APN: R7039000090, APN: R7039000080, and APN: R7039000057, Ada County records, located in a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West One Quarter corner of said Section 6, thence on the east-west mid-section line of said Section 6, North 89° 35' 33" East, 341.03 feet to the **POINT OF BEGINNING**:

Thence continuing on said east-west mid-section line, North 89° 35' 33" East, 331.50 feet, to a point, from which the Center West One Sixteenth corner of said Section 6 bears, North 89° 35' 33" East, 418.18 feet;
Thence leaving said east-west mid-section line, South 00° 21' 57" East, 384.21 feet;
Thence South 67° 07' 38" East, 192.71 feet;
Thence South 31° 38' 35" East, 39.83 feet;
Thence South 89° 33' 08" West, 389.49 feet;
Thence South 84° 29' 31" West, 129.04 feet;
Thence South 89° 27' 49" West, 75.47 feet;
Thence South 00° 32' 11" East, 21.00 feet;
Thence South 89° 27' 49" West, 118.20 feet;
Thence South 00° 09' 00" East, 24.79 feet;
Thence North 88° 59' 16" West, 165.03 feet, to a point on the west line of said Section 6, from which point the Southwest corner of said Section 6 bears, South 00° 18' 10" West, 2100.10 feet;
Thence on said west section line, North 00° 18' 10" East, 237.50 feet;
Thence leaving said west section line, North 89° 36' 00" East, 496.84 feet;
Thence North 00° 20' 55" East, 93.00 feet;
Thence South 89° 38' 42" West, 155.89 feet;
Thence North 00° 18' 10" East, 217.78 feet to the **POINT OF BEGINNING**.

The above described area of land contains 5.54 acres (241,398 Ft²), more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



05/17/2021

VIII. CITY/AGENCY COMMENTS & CONDITIONS

A. PLANNING DIVISION

Site Specific Conditions of Approval

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, the property owner(s) at the time of annexation ordinance adoption, and the developer.
 2. 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 site plan, landscape plan, qualified open space exhibit and elevations submitted with the annexation application contained herein.
 - b. Phase One and Two shall share access, parking, amenities and open space.
 - c. The applicant shall widen and improve the pathway between E. Blue Heron Ln. and N. Eureka Ave. to ~~20~~15 feet wide (or as approved by Meridian Fire), capable of supporting an 80,000-pound fire truck with bollards on either end to allow secondary emergency access.
 - d. Applicant shall convert all existing enclosed garages within Phase One to carports.
 - e. Only carports are permitted for covered parking in Phase Two.
 3. ~~Prior to City Council, the applicant shall have a parking plan that has been addressed with ACHD to address the concerns discussed at the September 16, 2021 Planning Commission meeting.~~
 4. ~~Prior to City Council, the applicant shall have an agreement in place with the property management company on enforcement of the parking regulations.~~
 5. Additional trash receptacles will be added near E. Blue Heron Dr.
 6. Applicant shall work with City and ACHD for ACHD to consider striping no parking areas along E. Blue Heron Ln. particularly west of N. Richter Ln.
 7. Applicant and staff shall work with ACHD to consider no parking and dead-end signage along E. Blue Heron Ln
 8. The developer shall comply with the specific use standards for multi-family developments listed in UDC 11-4-3-27.
 9. All condenser units on the north side of Building F which are visible from E. Blue Heron Ln. shall have additional landscape screening in addition to 4' high vinyl fencing.
 10. Off-street vehicle parking shall be provided on the site in accord with UDC 11-3c-4 for multi-family dwellings. Covered parking shall be provided only by carports.
 11. All carports shall be constructed to be compatible with the associated residential buildings i.e. similar building and roof forms, architectural elements and details, and materials and colors
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to maintain the quality of the architectural character) in accord with the Meridian Architectural Standards Manual.

12. The applicant shall record legally binding documents that state the maintenance and ownership responsibilities for the management of both phase of the development, including, but not limited to, structures, parking, common areas, and other development features. Documentation of compliance with this requirement shall be with submitted with the first Certificate of Zoning Compliance application.
13. All off street parking areas shall be provided with a substantial wheel restraint to prevent cars from encroaching upon abutting private and public property or overhanging beyond the designated parking stall dimensions per UDC 11-3C-5. When a bumper overhangs onto a sidewalk or landscape area, the parking stall dimensions may be reduced two (2) feet in length if two (2) feet is added to the width of the sidewalk or landscaped area planted in ground cover

PLANNING GENERAL CONDITIONS OF APPROVAL

1. Any fencing constructed on the site shall be consistent with the standards as set forth in UDC 11-3A-6, 11-3A-7.
2. Comply with all bulk, use, and development standards of the applicable district listed in UDC Chapter 2 District regulations.
3. Install lighting consistent with the provisions as set forth in UDC 11-3A-11.
4. Construct all off-street parking areas consistent with the standards as set forth in UDC 11-3C-1.
5. Protect any existing trees on the subject property that are greater than four-inch caliper and/or mitigate for the loss of such trees as set forth in UDC 11-3B-10.

B. PUBLIC WORKS DEPARTMENT:

Site Specific Conditions:

1. 125 and 185 E Blue Heron Lane have existing water meters which must be used or abandoned at the main.
2. Water must be looped from Blue Heron Road to the existing water line to the west in Heron Village Subdivision.
3. Provide a water main stub to the east property boundary.
4. No permanent structures including but not limited to trees, bushes, buildings, fences, carports (including overhanging eaves), trash enclosures, fences, infiltration trenches, streetlights, etc. are allowed within any City utility easement.
5. Infiltration trenches should be built to avoid sewer services crossing through them.
6. A streetlight plan is required with building permit application.
7. A geotechnical report will be required with building permit application, and all recommendations made therein shall be adhered to by the builder and developer.

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
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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 then 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.
 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. 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 more information at 887-2211.
 6. 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.
 7. 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.
 8. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
 9. Developer shall coordinate mailbox locations with the Meridian Post Office.
 10. All grading of the site shall be performed in conformance with MCC 11-1-4B.
 11. 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.
 12. 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.
 13. 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.
 14. 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.
 15. 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
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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.

16. 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.
 17. Applicant shall be responsible for application and compliance with and NPDES permitting that may be required by the Environmental Protection Agency.
 18. 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.
 19. 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.
 20. 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.
 21. 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.
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IV. FINDINGS

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:

A. ANNEXATION AND REZONE

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

This is a proposal for annexation of 1.36 acres of land with a R-40 zoning district, rezoning of 4.18 acres of land from C-G and R-8 to R-40 to allow the expansion of an existing multifamily complex. This complies with the applicable provisions of the comprehensive plan, particularly to provide a diversity in housing opportunities and to encourage infill development.

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

Council finds the proposed map amendment to R-40 generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.

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

Council finds with the recommended conditions of approval the proposed R-40 map amendment should not be detrimental to the public health, safety and welfare as the property is surrounded by multifamily to the north and south, industrial in the County to the east, and N. Meridian Rd to the west.

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

Council finds that 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.

Council finds the proposed annexation and rezone is in the best interest of the City if the property is developed in accord with the provisions in Section VII.

B. CONDITIONAL USE PERMIT:

The Commission and Council shall review the particular facts and circumstances of each proposed conditional use in terms of the following, and may approve a conditional use permit if they shall find evidence presented at the hearing(s) is adequate to establish:

a. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.

Council finds that if the site is designed in accord with the site plan in Exhibit A and the conditions of approval in Exhibit B, the site will be large enough to accommodate the proposed use and meet the dimensional and development regulations of the R-40 zoning district and the multi-family specific use standards.

- b. That the proposed use will be harmonious with the Meridian Comprehensive Plan and in accord with the requirements of this Title.**

The proposed multi-family residential use in the R-40 zone meets the objectives of the Comprehensive Plan and UDC.

- c. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.**

This proposal would allow an additional 36 units to be added to an existing 108-unit multifamily development. Most impacts have already been established. The general design, construction, operation and maintenance of the multi-family use will be compatible with other residential and commercial uses in the general neighborhood and with the existing and intended character of the vicinity and will not adversely change the character of the area.

- d. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.**

As this is an addition of 36 units to an existing 108-unit multifamily development, impacts have already been mostly established and Council finds that the proposed development should not adversely affect other property in the vicinity if the applicant complies with all conditions of approval listed in Exhibit B of this staff report.

- e. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.**

Essential public facilities and services are presently serving the existing development. Sanitary sewer, domestic water and irrigation can be made available to additional property. Please refer to comments prepared by the Public Works Department, Fire Department, Police Department and other agencies.

- f. That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.**

This addition will be part of a larger existing multifamily development. The applicant will pay to extend the sanitary sewer and water mains into the site. No additional capital facility costs are expected from the City. The applicant and/or future property owners will be required to pay impact fees.

- g. That the proposed use will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.**

Council finds that the proposed development will not involve uses that will create nuisances that would be detrimental to the general welfare of the surrounding area. Council recognizes there will be an increase of traffic and noise with the approval of this development; whenever undeveloped property is developed the amount of traffic generation does increase.

- h. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance.**

Council finds that the proposed development will not result in the destruction, loss or damage of any natural feature(s) of major importance.