

050

Ordinance Number 172
Annexation and Zone Classification of Properties

AN ORDINANCE OF THE CITY OF HAUSER, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR ANNEXATION OF PROPERTY CONSISTING OF THE ATTACHED LEGAL DESCRIPTION ZONING OF THE PARCELS TO LAKE VILLAGE ZONING DISTRICT AND PROVIDES FOR THE AMENDMENT TO THE OFFICIAL ZONING MAP, AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance have petitioned the City Council of the City of Hauser, Idaho for annexation of said properties and

WHEREAS, public hearings were held before both the Planning and Zoning Commission on October 18, 2011 and the City Council on November 9th, 2011, in accordance with law, testimony taken, findings of fact and conclusions of law reached; and

WHEREAS, the City Council, based upon the recommendation of the Planning and Zoning Commission and upon its own fact finding, determined that said annexation is provided for under existing law in that the land in questions adjoins the corporate limits, that the proposed zoning is suitable and compatible with surrounding land uses and provisions of the Hauser Comprehensive Plan and that said land uses would fit in with the general development of the City and would be in the best interest of the City of Hauser.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HAUSER, KOOTENAI COUNTY, IDAHO AS FOLLOWS:

Section 1: that the land located on North Hauser Lake Road and legally described in this Section is hereby annexed into the City of Hauser:
(See attached metes and bounds description)

The aforementioned parcel(s) shall be zoned Lake Village Zoning District.

Section 2: The official Zoning Map of the City of Hauser shall be modified to include the lands described in Section 1 and to reflect the zoning applied thereto.

Section 3: That this Ordinance shall take effect and be in full force and effect upon its passage, approval and publication according to the law.

Enacted as an ordinance of the City of Hauser, Idaho, at a meeting of the City Council held on November 9th, 2011.

CITY OF HAUSER
BY: *Olita Johnston*
OLITA JOHNSTON, MAYOR

ATTEST: *Donna Ray*
Donna Ray, CLERK

RECEIVED

JUN 0 2012

TECHNICAL SUPPORT



STRATTON LAND SERVICES, INC.

8068 W. MAIN ST. UNIT 1

RATHDRUM, ID 83858

rob@strattonls.com

PHONE: (208) 687-2854

(888) 687-2854

FAX: (208) 687-3542

SURVEYING & ENGINEERING

17 April 2012

12014 Derby

Description for Annexation into the City of Hauser

The westerly 130 feet of blocks 7 and 12 of the plat of Lakeside Gardens as on file with Kootenai County in book 'C' of plats at page 35, located within gov't lot 3 of section 18, township 51 north, range 5 west of the Boise Meridian, Kootenai County, Idaho, also described as follows:

Commencing at the southwest corner of said gov't lot 3; Thence south $88^{\circ} 48' 08''$ east along the southerly line of said gov't lot 3 and the centerline of Hauser Lake Road 652.87 feet;

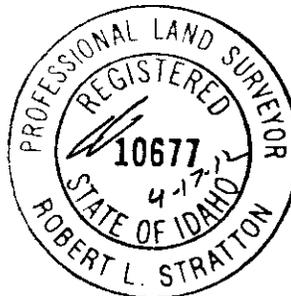
Thence north $0^{\circ} 23' 54''$ east 20.00 feet to the southwest corner of said block 12 and a point on the existing boundary of the City of Hauser, said point being the true point of beginning;

Thence continuing north $0^{\circ} 23' 54''$ east along the existing boundary of said City 640.00 feet to the northwest corner of said block 7;

Thence south $88^{\circ} 48' 15''$ east along the existing boundary of said City 130.01 feet to the northeast corner of said westerly 130 feet of blocks 7 and 12;

Thence south $0^{\circ} 23' 54''$ west 640.00 feet to the southeast corner of said westerly 130 feet of blocks 7 and 12;

Thence north $88^{\circ} 48' 08''$ west 130.01 feet to the said true point of beginning.



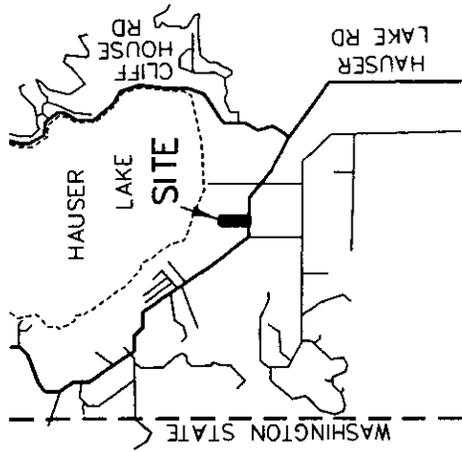
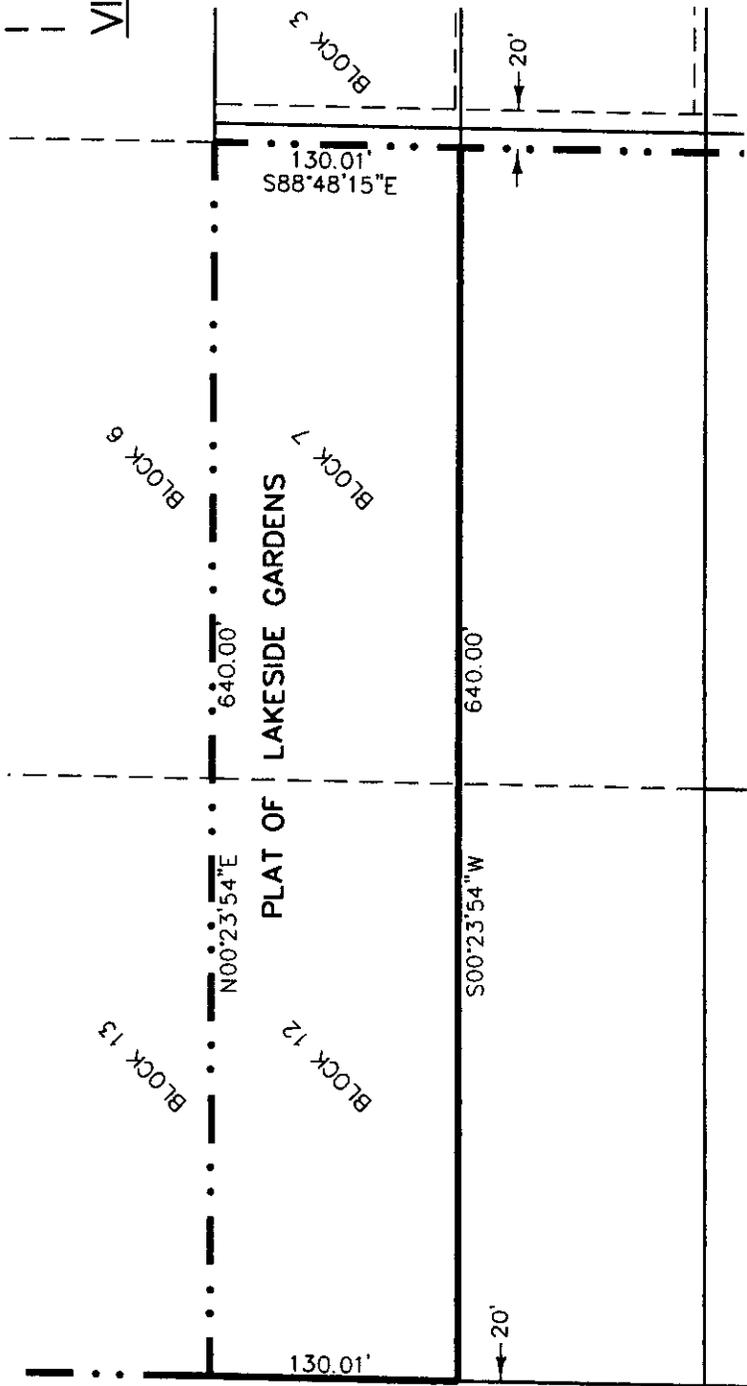
ANNEXATION MAP

PART OF BLOCKS 7 & 12, LAKESIDE GARDENS
 GOV'T LOT 3 OF SEC 18, T 51N. R5W, BM
 CITY OF HAUSER, KOOTENAI COUNTY, IDAHO
 ORD. #172 APPROVED OCTOBER 18, 2011

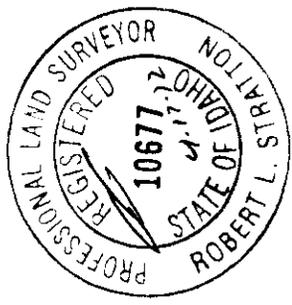


652.87' 588°48'08"E
N. HAUSER LAKE RD.

- EXISTING CITY BOUNDARY
- NEW CITY BOUNDARY
- PARCEL LINE
- OLD PARCEL LINE



VICINITY SKETCH
 NOT TO SCALE



SKETCH FOR DERBY		STRATTON LAND SERVICES, INC. 8066 W. MAIN ST. UNIT 1 RATHDRUM, ID 83858 www.strattonis.com	12014-1.DWG	SCALE 1"=100'
		(208) 887-2854 (868) 687-2854 FAX: (208) 887-3542	DATE: 4/17/12	SHT. 1 OF 1

**BEFORE THE CITY COUNCIL
HAUSER, IDAHO
ANNEXATION
DERBY**

**IN THE MATTER OF APPLICATION OF
KATHY DERBY FOR ANNEXATION OF PROPERTY
INTO CITY OF HAUSER**

**STAFF REPORT, FINDINGS OF
FACT, CONCLUSIONS OF LAW,
DECISION**

I. COURSE OF PROCEEDINGS

- 1.01 The Application was submitted on August 19, 2011. Notice was mailed to surrounding property owners.
- 1.02. The City Council waived the annexation fees on August 24, 2011. The planning and zoning commission public hearing was held October 18, 2011. After review of the findings, the Planning Commission recommended approval of the annexation.

II. FINDINGS OF FACT

2.01 **Applicant:** Kathy Derby

2.02 **Owner:** Kathy Derby, 10944 N. Hauser Lake Road, Hauser Idaho 83854.

2.03 Request:

To annex approximately 2 acres into the City of Hauser There is an existing resident on the property.

2.04 **Location.** The site is located on North Hauser Lake Road. The parcel number is 0-4640-007-999-C.

2.05 **Surrounding Land Use.** Residential uses. The existing zoning is Lake Village and the minimum lot size is 1 acre lots in the District.

2.06 **Designation.** The Hauser designation for this area is Lake Village Zoning District, a residential zoning district.

2.07 **Access and Transportation.** .Access will be from Hauser Lake Road.

2.08 **APPLICANT SUBMITTALS** – The applicant has submitted the following documents that have served as a basis for review: Request for Annexation, legal description and a Map. It is the applicant's burden of proof to provide sufficient materials to make a well informed decision.

2.09 **HAUSER COMPREHENSIVE PLAN-** The Lake Village Designation envisions residential development.

2.10 **Public Hearing Testimony**

2.11

III. APPLICABLE LEGAL STANDARDS

1. Hauser Comprehensive Plan Policy Statements pages 7-24
2. Hauser Development Code, as amended

IV. CONCLUSIONS OF LAW

The application request is complete.
The procedural aspects of the request have been met.

The Hauser City Council has determined that the request by Kathy Derby to voluntarily annex into the City is a benefit to the City because:

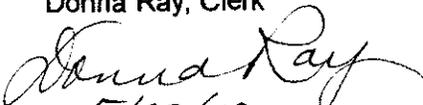
1. The annexation of property **exceeds** the costs that the City will incur.
2. The annexation **will be** beneficial to the pattern of development including the extension or economic prosperity of the community in the future **because it is** in the City's best interest for annexation and the future taxes that will be provided to the City.
3. The City Council **has** considered economic impacts, environmental factors and consequences of public services and the costs associated with the public services and have determined that the annexation **will be** beneficial to the citizens of Hauser.
4. The City Council **has** considered the ability of the city to integrate projected service requirements into current service delivery methods and patterns and concludes that the private driveway will be maintained by the property owner, the sewer and water will be maintained by the property owner and Hauser Lake Road will be maintained by the City.
5. The annexation request **has an effect** on the city's area of city impact because this is within the area that the City planned on future annexations and meets with the intent of the City Comprehensive Plan and Area of City Impact agreement. This annexation will provide more control for the City in its future growth and development.


Olita Johnston, Mayor
City of Hauser


5-10-12
Date

ATTEST:

Donna Ray, Clerk


5/10/12

ANNEXATION AGREEMENT
CITY OF HAUSER

ORIGINAL

THIS AGREEMENT is made effective this 26th day, October, 2011 by and between the CITY OF HAUSER, a municipal corporation organized pursuant to the laws of the State of Idaho, hereinafter termed the "City," and Kathy Derby, whose property legal description is attached, hereinafter termed the "Owner."

WHEREAS, the Owner owns parcels of land adjacent to the City limits of the City of HAUSER which the Owners wishes to develop in accordance with zoning designations applied by the City of HAUSER. Said property, for which annexation is requested, is more particularly described as follows:

Legal Attached

WHEREAS, the Mayor and City Council of the City of HAUSER have determined it to be in the best interests of the City to annex the above-described parcels of land, subject to the Owners performing the covenants and conditions hereafter set forth;

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

1. Purpose: Owner enters into this Agreement to obtain annexation of the above-described parcel of land ("Described Lands"), while City seeks to obtain partial mitigation of the effects of annexation of the parcels. Owner acknowledges that City has no duty to annex the Described Lands and that the promises of Owners constitute an inducement for City to do so. The term "Owner" is deemed to include any successor in interest in the described lands.

2. Utilities: Owner agrees to use individual or private water and individual or private septic and drainfield to serve future development of the lands subject to this Agreement until such time that there is a municipal water and/or sewer system. City does not warrant that water and sanitary sewer capacity will be available to serve the property; however, the City may choose to exercise the option of municipal sewer and water.

3. LID: Owner agrees that by signing this Agreement that Owners is agreeing to participate in any LID for the purpose of constructing a municipal sewer system, a lift station and extending the sewer line and/or water lines to service the area which encompasses Owner's property if the City elects to initiate an LID for that purpose and that Owners is waiving any right to object to such LID.

4. Construct to City Standards: Owner agrees that all improvements required by City codes shall be built to City standards or to the standards of any public agency

providing service to the development, shall adhere to all City or applicable agency/district policies and procedures; including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, storm water management and roads.

5. Applicable Standards: The Owner agrees to comply with all laws, standards, policies and procedures regarding the Hauser Development Code that are in effect at the time of application for either a subdivision plat, Class I, Class II or building permit. If Owners fails to comply with applicable laws on the lands subject to this Agreement, Owners consents to suspension of issuance of any Class II, Class I or building permits or denial of certificates of occupancy until such compliance is attained.

6. Annexation: Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owners' property at the Owner's expense.

7. Covenant to run with the Land: The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.

8. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

9. Merger and Amendment: All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

10. Document Preparation Fee: Owner shall be responsible to pay for the publication of the annexation Ordinance Number 172.

11. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of HAUSER has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

CITY OF HAUSER

Olita Johnston
Olita Johnston, Mayor

Attest:

Donna Ray
Donna Ray, City Clerk

Owner:

Kathy Derby

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 12th day of December, 2011, before me, a Notary for the state of Idaho, personally appeared Kathy Derby, known, or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Melissa Taylor
Notary Public for the state of Idaho
Residing at: Rathdrum, Idaho
Commission Expires: 8/31/2015





CITY OF HAUSER

11837 N. Hauser Lake Road

Hauser, Idaho 83854

Phone (208) 777-9315

Fax (208) 457-8457

June 7, 2012

Craig Johnson
Idaho State Tax Commission
Post Office Box 36
Boise, Idaho 83722-0410

Craig,

I have enclosed the recorded annexation documents for final processing and levy certification purposes.

Please let me know if you have any questions or need more information.

Thank you,

Cindy Espe
Hauser Code Administrator

Receipt of New or Altered Taxing District/RAA Boundary Documentation

District Name: City of Hauser

Contact Person: Cindy Espe Phone: _____

District Mailing Address: _____

Other/Additional Info: Ordinance # 172

Items submitted:

- 1. City or District Annexation Document (ordinance or order), signed by proper authority, approving said annexation.
- 2. Legal Description and Map of City or Taxing District / RAA Boundary and Annexed Territory. (see guidelines / requirements below, legal description may be included in annexation document, or submitted separately)

Submittal Guidelines / Requirements:

1. Copy of the ordinance or order effecting the formation or alteration of the district, or Urban Renewal District Revenue Allocation Area, containing the legal description of the newly formed district boundaries or **subject annexed area** (standard description requirements):
 - A. Section/Township/Range,
 - B. True point of beginning defined by bearings and distances from an initial point being a government corner or subdivision plat corner,
 - C. Bearing and distance closure of at least 1:5,000,
 - D. Variations allow for calls along water boundaries, aliquot parts and subdivision plat references (copy of plat may be additionally required).
 - E. Match with existing district boundary where contiguous.
2. Map prepared in a Draftsman-like manner, matching the accompanying legal description and drafted to scale, including:
 - a. Section, township, range, and meridian identifications.
 - b. North arrow, bar scale, and title block.
 - c. District name and ordinance number or order date.
 - d. Bearing and distance annotation between boundary points.
 - e. Clearly defined boundary lines of the newly formed district or RAA, or the annexed area, together with reference to the existing boundary where contiguous.

Received by Assessor for review and filing: Tony Harmon 6-5-12
Assessor signature / date

ASSESSOR CHECK FOR COMPLIANT SUBMITTAL, PROVIDE SIGNED RECEIPT & RECORDER INSTRUCTION FORM TO DISTRICT FOR RECORDING.

Received by Auditor/Clerk/Recorder for recording / filing: M. J. Hummer 6.5.12
Recorder signature / date

ORIGINAL RECEIPT TO DISTRICT FOR THEIR RECORDS, COPY TO ASSESSOR'S OFFICE.