

**CITY COUNCIL REGULAR MEETING AGENDA**City Hall - 10769 W State Street, Star, Idaho
Tuesday, March 15, 2022 at 7:00 PM

PUBLIC NOTICE: THIS MEETING IS RECORDED AND PLACED IN AN ONLINE FORMAT. PERSONS MAY EITHER VIEW OR LISTEN TO VIDEO / AUDIO OF THIS MEETING UNTIL SUCH TIME THE RECORDING IS DESTROYED UNDER THE CITY'S RETENTION POLICY.

1. **CALL TO ORDER** – Welcome/Pledge of Allegiance
2. **INVOCATION** – Joe Carson – Star Community Church
3. **ROLL CALL**
4. **PRESENTATIONS:**
 - A. **Vietnam Veteran Proclamation:** Declaring March 29, 2022 as Vietnam Veteran's Recognition Day
 - B. **Owyhee Storm High School Men's Basketball Proclamation:** Proclaiming March 22, 2022 as The Owyhee Storm Men's Basketball Day
 - C. **Ada County Sheriff Matt Clifford:** Presentation
 - D. **Star Police Reports:** Law Enforcement
 - E. **Star Building Department Reports:** Building Permits (02/2022)
5. **CONSENT AGENDA (ACTION ITEM)** **All matters listed within the Consent Agenda have been distributed to each member of the Star City Council for reading and study, they are considered to be routine and will be enacted by one motion of the Consent Agenda or placed on the Regular Agenda by request.*
 - A. **Approval of Minutes:** (June 15, 2021; October 12, 2021; December 21, 2021)
 - B. Approval of Claims Provided & Previously Approved
 - C. **Final Plat** - Wildrye Subdivision Phase 3 & 4 (FP-21-33 and FP-21-34)
 - D. **Findings of Fact** - Springtree Estates Subdivision (AZ-21-16 / DA-21-24 / PP-21-19)
 - E. **Findings of Fact** - Kirshner-Dill Annexation (AZ-21-15 / DA-21-23)
 - F. **Findings of Fact** - Star River Meadows Subdivision Annexation (AZ-21-17)
6. **PUBLIC HEARINGS with ACTION ITEMS:**
 - A. **PUBLIC HEARING: South of the River Plan:** The City Council of the City of Star, Idaho, will hear comments from the public concerning the South of the River Plan. Oral testimony may be offered at the hearing. Written testimony may be submitted up to the time of or at the hearing.
7. **ACTION ITEMS:**
 - A. **Ordinance 362-2022: Star River Meadows Subdivision Annexation:** AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO; MORE SPECIFICALLY DESCRIBED AS LOTS 1-15, BLOCK 1, STAR RIVER MEADOWS SUBDIVISION, IN STAR, IDAHO AND CONTIGUOUS TO THE CITY OF STAR; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL(R-3) OF APPROXIMATELY 4.8 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE. **(INTRODUCE - ROLL CALL; SUSPEND RULES - ROLL CALL; READ; APPROVE - ROLL CALL)**
 - B. City Hall Upgrade Neurilink Proposals: Approving Neurilink as a Sole Source for upgrading Audio / Visual needs for the Star City Council Chambers; approving Audio and Visual Proposals (**ACTION ITEM**)
 - C. **Ordinance 347-2021:** East Star River Ranch Rezone and Development Agreement (File:RZ-20-12 & DA-20-28). AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, MORE SPECIFICALLY ADA COUNTY PARCELS S0416212640, S0416212620, S0416212422, S0416212470 & S0416212660; REZONING THE PROPERTY FROM COMMERCIAL (C-1) TO COMMERCIAL (C-2-DA) WITH A DEVELOPMENT AGREEMENT; THE PROPERTIES ARE OWNED BY STAR RIVER DEVELOPMENT, LLC AND CONTAIN APPROXIMATELY 24.28 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE. **(INTRODUCE - ROLL CALL; SUSPEND RULES-ROLL CALL; READ; APPROVE - ROLL CALL) - Previously tabled 3/1/2022**
 - D. **Executive Session 74-206(f):** To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ACTION ITEM AFTER EXECUTIVE SESSION (IF WARRANTED)

Any person needing special accommodation to participate in the above noticed meeting should contact the City Clerk's Office at 208-286-7247, at least 24 hours in advance of the meeting date.



CITY OF STAR, IDAHO
CITY COUNCIL REGULAR MEETING AGENDA

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8. ADJOURNMENT



CITY COUNCIL REGULAR MEETING AGENDA

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The meeting can be viewed via a link posted to the City of Star website at staridaho.org. Information on how to participate in a public hearing remotely will be posted to staridaho.org under the meeting information. The public is always welcomed to submit comments in writing.

Land Use Public Hearing Process

Public signs up to speak at the public hearing

Mayor Opens the Public Hearing

Mayor asks council if there is any Ex Parte Contact

Applicant has up to **20 minutes** to present their project

Council can ask the applicant questions and staff questions

Public Testimony (**3 minutes per person**)

1. Those for the project speak
2. Those against the project speak
3. Those who are neither for or against but wish to speak to the project
4. Council may ask the individual speaking follow-up questions that does not count towards their 3 minutes

Applicant rebuttal (**10 minutes**)

Council can ask the applicant and staff questions

Mayor closes the public hearing

Council deliberates

Motion is made to approve, approve with conditions, deny or table the application to a date certain in the future

Thank you for coming to the Star City Council meeting, public involvement is fantastic and helps in shaping our city for the future. As this is a public hearing, there will be no cheering, clapping, jeering or speaking out during the hearing. Only the person at the podium has the floor to speak during their allotted time. If someone does speak out, cheer, claps, etc. they will be asked to leave the hearing and or escorted out of the hearing. We want to keep these hearings civil so everyone can be heard.

Thank you for your participation.

Mayor Trevor Chadwick

FUTURE MEETING TOPICS – INFORMATIONAL PURPOSES ONLY

City of Star



PROCLAMATION

WHEREAS, the City of Star is proud to join in the national commemoration of the 50th anniversary of the Vietnam War, and we reflect with solemn reverence upon the valor of a generation that served with honor; and

WHEREAS, we pay tribute to the more than three million servicemen and women who left their families to serve bravely, a world away from everything they knew and everyone they loved; and

WHEREAS, upon the conclusion of their service, Vietnam veterans returned home to a country deeply divided over the war. Their service was not met with gratitude and pride, but often with protests and disrespect; and

WHEREAS, we also remember and pay tribute to the approximately 58,000 Americans who lost their lives in service to our nation, and the hundreds who are still missing in action; and

WHEREAS, we remember that it is never too late to pay tribute to the men and women who answered the call of duty with courage; and

WHEREAS, throughout this commemoration, we will strive to show our Vietnam Veterans, and all who have served, the fullest respect and support of a grateful city and nation.

NOW, THEREFORE, I, TREVOR A. CHADWICK, Mayor of Star, do hereby proclaim March 29, 2022, to be Vietnam Veterans Recognition Day and I call upon our citizens to observe this day as an opportunity for the people of Star to honor and thank our Vietnam Veterans for their sacrifices.

Signed this 15th day of March, 2022

Mayor Trevor A. Chadwick

City of Star



PROCLAMATION

WHEREAS, The City of Star recognizes that many of its high school students attend Owyhee High School; and

WHEREAS, the hard work, dedication, sportsmanship, talent and exceptional team chemistry of the 2022 Owyhee High School Men's Varsity Basketball team enabled these student athletes to earn the 5A State Championship title; and

WHEREAS, the Owyhee Men's Varsity Basketball team is the first men's team in the history of Idaho to win a state championship in their first year as a school; and

WHEREAS, Head Coach Harrington and the entire coaching staff, parents, faculty, and the student body at Owyhee High School were integral in guiding the team to victory through their unwavering support;

NOW, THEREFORE, I, Trevor A. Chadwick, Mayor of Star, do hereby proclaim March 22, 2022 to be Owyhee High School Men's Varsity Basketball Team Day in appreciation of and pride in their accomplishment.

Signed this 15th day of March, 2022

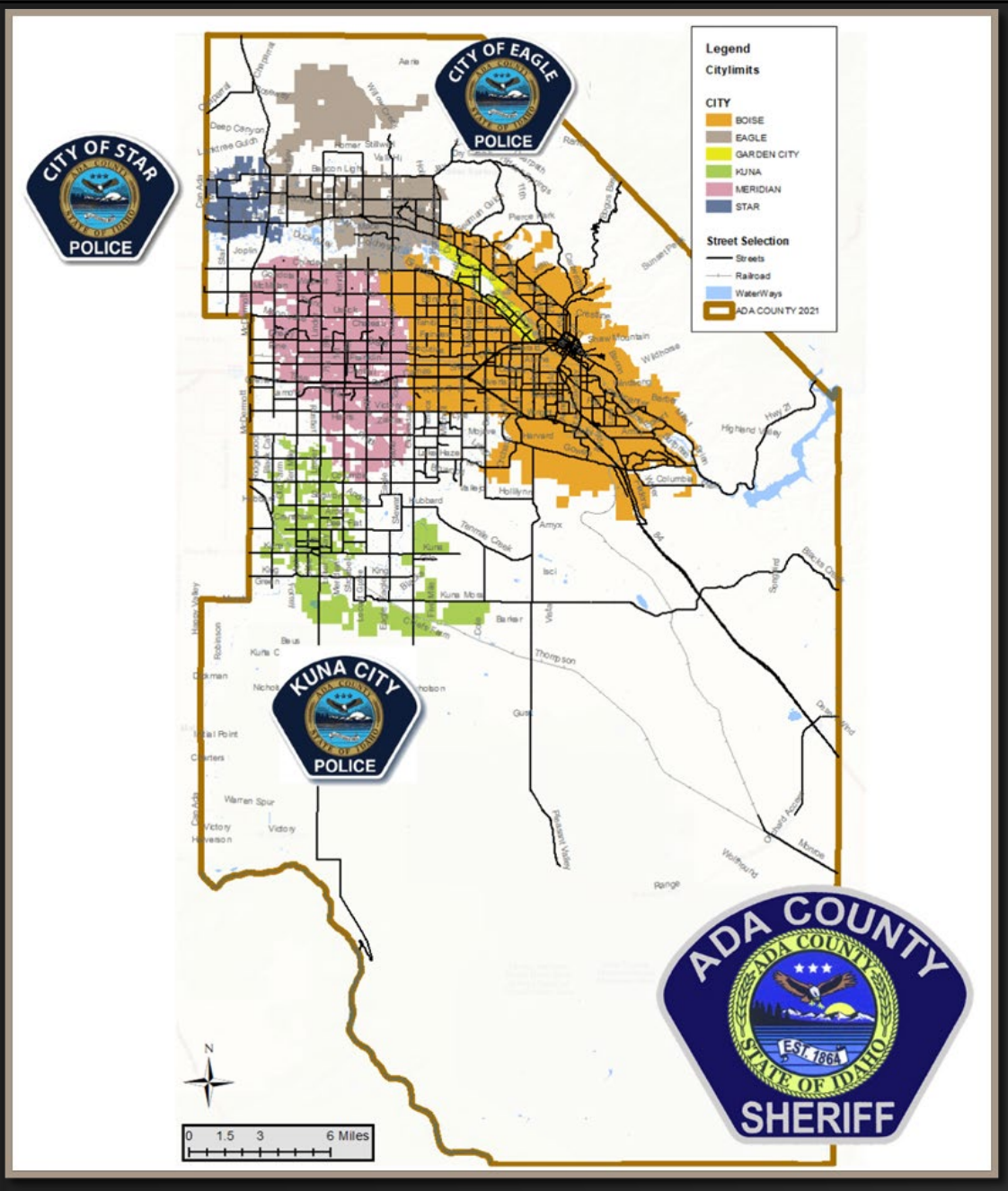
Mayor Trevor A. Chadwick

Sheriff Matt Clifford

Star City Council Meeting

March 15, 2022



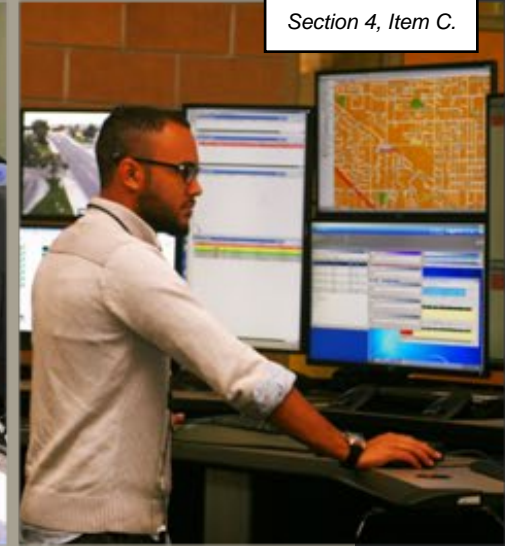


The Ada County Sheriff's Office is the largest local law enforcement agency in Idaho.

Section 4, Item C.

Deputies patrol unincorporated Ada County and the cities of Eagle, Kuna and Star as well as Ada County waterways.





Over 800 employees that work across five bureaus:

- Police
- Jail
- Court
- Administrative
- Communications

Police Services

Section 4, Item C.



Patrol

K-9

SWAT

Narcotics

ACTION

Detectives

Crime Lab

School Resource Officers

Jail Services

- Housing
- Processing
- Classifications
- Health Services
- Kitchen Services
- Jail Education
- Security Control
- Warehouse Services

The Ada County Jail can house up to 1,116 inmates.

The Community Transition Center houses up to 108 participants.





Court Services

Alternative Sentencing

Pretrial

Misdemeanor Probation

Civil Division

Transports

Court Security

Training Division

Administrative Services

Records

Property & Evidence

Driver's License

Concealed Weapons

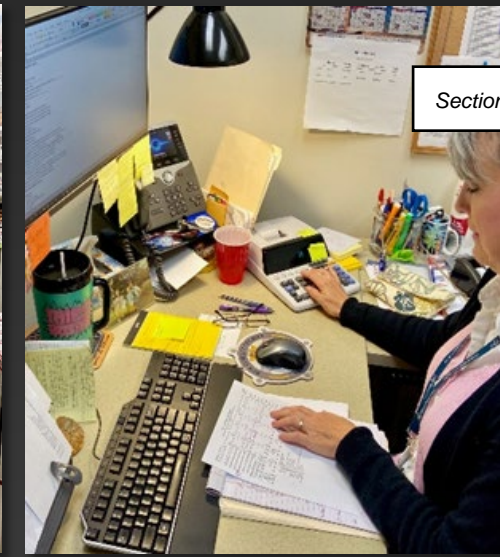
Victim Services

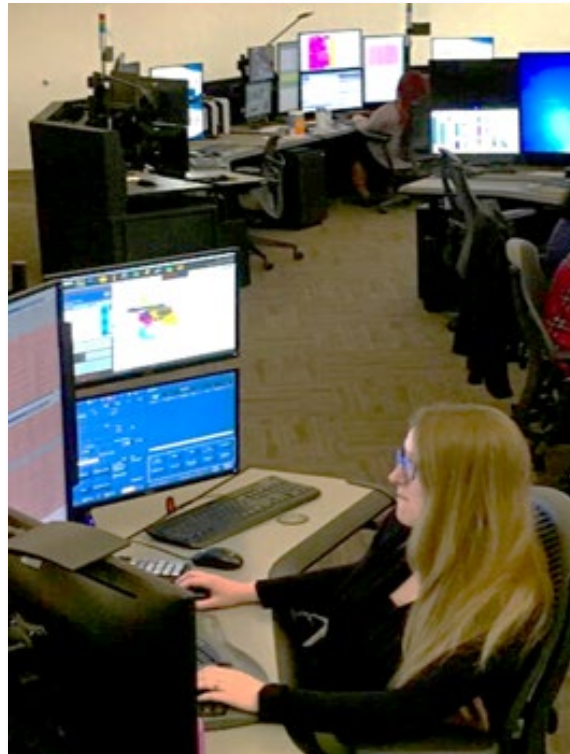
Data Analytics & Intelligence

Fleet Services

Finance

Human Resources





Communications

The Ada County Emergency Dispatch Center coordinates all police, fire, and Emergency Medical Service (EMS) movement within the County.

Total calls in 2021: 389,899

- 911 calls – 154,406
- Non-emergency calls – 235,493
- Texts to 911 – 400

We make safer places for you to

LIVE

WORK

PLAY





FEBRUARY 2022 POLICE REPORT

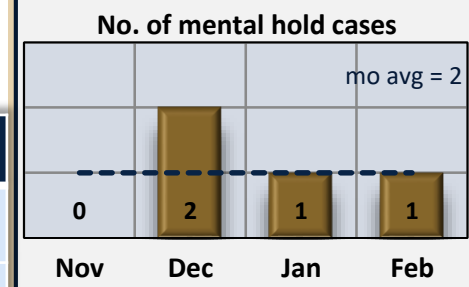
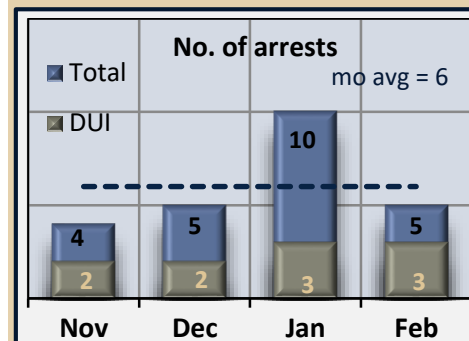
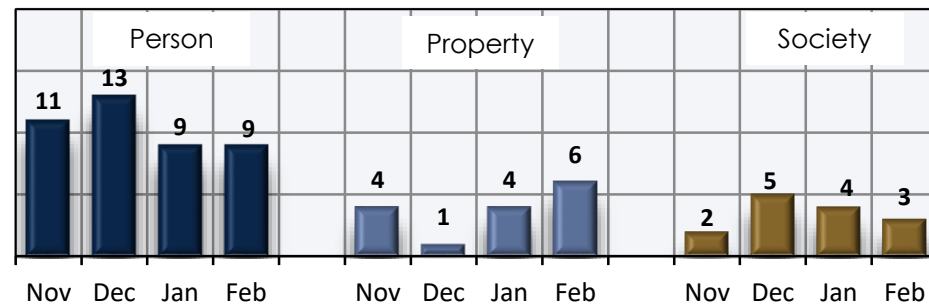
(Released March 8, 2022)

Section 4, Item D.

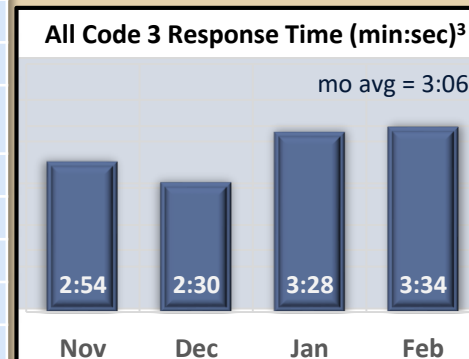
Case Reports ¹	2022			Previous Years		
	Feb	YTD	Projected	2021	2020	2019
Crimes (#)	18	35	199	189	202	180
Person	9	18	89	79	63	56
Property	6	10	63	72	109	104
Society	3	7	47	38	30	20
Case Type/ Pop (#/1000 population)			14.9	14.1	17.0	16.4

- ### Case Report Types
- **Person Crimes** = murder, manslaughter, rape/sodomy, assault, intimidation and kidnapping offenses
 - **Property Crimes** = robbery, burglary, larceny/theft, arson, destruction of property, counterfeiting, fraud, embezzlement, blackmail and stolen property offenses
 - **Society Crimes** = drugs/narcotics, gambling, pornography, prostitution and weapons law violations

Crime Types: Last 4 Months (Nov 2021 – Feb 2022)



Police Activity ⁴	Monthly Average ²	Nov-21	Dec-21	Jan-22	Feb-22	Feb-21
Citizen Calls for Service (CFS)	204	205	206	214	191	180
Proactive Policing	549	550	544	401	699	474
Selected Call types						
Domestic Violence	4	3	1	8	4	0
Crisis/Mental Health/CIT	6	2	9	9	3	3
Juvenile Activity	14	12	17	13	14	2
School Checks	43	45	48	30	49	34
Traffic Stops	106	122	109	58	136	114
Crash Response	22	24	16	23	23	1
Welfare Checks	16	19	12	15	18	4
Property Calls ⁵	11	8	6	12	16	7



DATA ANALYTICS & INTELLIGENCE

¹Case Reports are compiled from ITS (Pre-NIBRS). ²Monthly averages are based on the identified 2021-2022 months. ³Code 3 calls - Represents ALL calls that are routed at Priority 3, where Priority 3 calls require an immediate emergency response. ⁴Police Call data reflects calls within the City of Star and all calls with a Star Deputy. ⁵Property Calls include calls for theft, vandalism, burglary, and fraud.

2021/2022 City of Star Building Permits

SUBDIVISION	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Amazon Falls	0	0	0	11	0	0	0	0	0	0	0	0	11
American Star	15	30	0	0	0	0	0	0	0	0	0	0	45
Collina Vista	0	0	1	5	2	0	0	0	0	0	0	0	8
Craftsman	0	0	1	0	1	0	0	0	0	0	0	0	2
Fallbrook	0	0	0	0	0	0	0	0	0	0	0	0	0
Greendale	3	4	4	4	1	0	0	0	0	0	0	0	16
Greiners Hope Springs	0	8	13	10	2	0	0	0	0	0	0	0	33
Iron Mountain	0	10	0	0	8	0	0	0	0	0	0	0	18
Moon Valley	15	5	10	6	14	0	0	0	0	0	0	0	50
Parkstone	0	0	0	6	10	0	0	0	0	0	0	0	16
Reunion	3	0	15	12	0	0	0	0	0	0	0	0	30
Rosti Farms	0	0	9	9	18	0	0	0	0	0	0	0	0
Ryken Meadows	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec 5 1N	1	0	0	0	0	0	0	0	0	0	0	0	1
Star River Meadows	1	0	0	0	0	0	0	0	0	0	0	0	1
Star River Ranch	1	1	0	0	2	0	0	0	0	0	0	0	4
Stonecrest	0	4	0	1	1	0	0	0	0	0	0	0	6
Trapper Ridge	0	0	0	0	0	0	0	0	0	0	0	0	0
Trident Ridge	13	0	3	6	2	0	0	0	0	0	0	0	24
Canyon	0	0	0	1	0	0	0	0	0	0	0	0	0
StarCrest	0	0	0	0	8	0	0	0	0	0	0	0	8
MISC	0	0	0	0	1	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Building Permits Issued	52	62	56	71	70	0	0	0	0	0	0	0	311
Exempt Park impact fees	3	0	9	12	0								24
COMMERCIAL	1	1	2	1	2								7
Commercial REMODEL	1	0	0	0	2								3
MISCELLANEOUS	2	4	6	6	3								21



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7:00 PM

1. CALL TO ORDER

Mayor Chadwick called the City Council Meeting to order at 7:01pm

2. INVOCATION

Bishop Aaron Warren, Star 2nd Ward, Church of Jesus Christ of Latter-day Saints

3. ROLL CALL

PRESENT: Mayor Trevor Chadwick, Council President David Hershey, Council Member Jennifer Salmonsens, Council Member Kevin Nielsen. Council Member Michael Keyes attended remotely.

STAFF PRESENT: City Attorney Chris Yorgason, City Planner Shawn Nickel, Assistant City Planner Ryan Field, City Clerk/Treasurer Jacob Qualls, Deputy City Clerk Meredith Hudson, Executive Assistant Barbara Norgrove, Star Police Chief Jake Vogt

4. PUBLIC INPUT

Mayor Chadwick and Police Chief Jake Vogt met with Matt and Whitney Blazek from the Beer Guys Saloon and discussed some concerns the public had reported. The Blazeks were receptive to trying to fix those challenges and Whitney suggested meeting with the Chief on a monthly basis to address any further issues. There was a short discussion with City Attorney Chris Yorgason regarding the public commenting on consent agenda items. Yorgason mentioned that there are state statutory standards on license renewals and the City has determined that the requirements have been met in this instance, so public comment would not be relevant to the renewal process but if there were comments regarding any issues, it would be acceptable. Council Members Nielsen and Keyes expressed interest in hearing from the public.

Donna Rhoten, 131 N Main Street, Star ID

Rhoten's home is near the Beer Guys Saloon she mentioned that until they opened there were no noise issues. Since the opening, she and her neighbors have experienced excessive noise and language concerns. She addressed rumors that citizens were trying to shut the saloon down or interfere with their license renewal and assured that was not the intent. They are only asking for the Beer Guys to show responsibility and respect for their residential neighbors.

Council Member Hershey asked how many in attendance were in favor of the testimony. Rhoten mentioned that she had about 28 signatures from neighbors and those in the area. She acknowledged that they had gotten much better and hopes it continues.

Linda Holland, 205 S Knox St, Star ID

Holland expressed support of Beer Guys. She agreed with the neighbors regarding the noise needing to calm down, but she has not personally experienced any language or problems with them.



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5. COMMITTEE REPORTS

Transportation & Pathways Committee – Council Member Keyes presented a report by Chair John Tensen

The Transportation committee has two new members, Steve Greene and Richard Girard. The committee is waiting to hear from ACHD regarding the 5-year Integrated Workplan project request and expect the first draft the middle of July.

The Pathways Committee is working on a Master Pathways Plan which consists of inventorying existing pathways, identifying future possible routes and drafting pathway implementation recommendations to bring to the Council for review late summer or early fall.

COMPASS grant opportunities – Four projects were identified and submitted. 1) Pathway design from Floating Feather to Star Middle School, 2) Riverwalk pathway extension and paving evaluation, 3) Downtown parking study, 4) State Hwy 44 sidewalk feasibility study.

Four subcommittees have been formed: ACHD Citizen Advisory Committee, chaired by Jon Turnipseed, Pathways Subcommittee chaired by John Tensen, Transportation Subcommittee co-chaired by Steve Greene and Richard Girard, Development Review Subcommittee chaired by Chris Todd. The next meeting will be held July 7 at 9:00 am.

Mayor Chadwick confirmed the proposed completion timeframe of the pathways map and that it would include a Capital Improvement Plan. Keyes gave some further detail regarding the process.

Parks, Art & Beautification Committee – Christopher Cox, 1140 N Mira, Star ID, on behalf of Matt Vraspir.

Mural update – They pressure washed the side of building and will start painting tomorrow. The committee is still reviewing the Comprehensive Plan to make adjustments to the parks, they will be involved in the 4th of July parade, they are moving forward with the stoplight boxes and looking for input on artwork. Council Member Salmonsens will be putting out a call for artists and creating a formal process for submission.

There was a suggestion to have exercise equipment installed at the dog park. They are ready to be installing life preservers at the ponds, working with City Clerk Jacob Qualls on the Pack it in, Pack it out program and getting signs installed at the Riverwalk. They are also working on the volunteer Park Ranger Program.

Council Member Salmonsens asked about the process of ordering the life preservers. Mayor Chadwick shared that Justin Ivan, owner of the Firehouse Subs got a \$6,000 donation to buy the units and they will be ordered and installed. A member of the audience suggested that we put some life preservers by the bridge where a lot of people swim.



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Historical Committee – Chip Sutton, 1095 N Culver Creek Pl, Star ID

Sutton outlined some of the projects the committee will be concentrating on. These include creating a collection of oral histories of long-time residents of Star, identifying historic buildings, cemetery records, and areas where the Oregon Trail went through Star. They will also be focusing on canal construction and would like to take a field trip to the Idaho State Historical Archives. Mayor Chadwick expressed the importance of preserving Star’s history and Sutton mentioned wanting to start a museum in the future.

Mayor’s Youth Council Committee – Jack Bodmer, 12125 W Fox Haven, Star ID

Bodmer noted that at their last meeting they had 11 student participants and two advisors. They were preparing for the Hometown Celebration fundraiser and set a goal to sell 2000 raffle tickets, which will be sold in markets, concerts, and businesses throughout the month. They have received several donations from local businesses as well. So far they have made \$634 toward scholarship funds. There was a short discussion regarding the purchase of a credit card reader for the committee and the Mayor reminded everyone that we were the first city to become a 2nd Amendment Sanctuary City in the state of Idaho and that the MYC will be selling 2nd Amendment hats.

Activities Committee – Mayor Chadwick reported on behalf of Dana Partridge

Mayor Chadwick reiterated that the Mayor’s Youth Council will be fundraising at local businesses and markets, mentioned some of the raffle prizes and encouraged businesses to contribute to the raffle prizes. Registration for the fun run is open, and they are accepting parade applications. There is a \$1000 grand prize for the fan favorite float. Southwest Idaho Business Alliance will be hosting a Saturday market at the Riverwalk on July 3.

There are details, applications, and registration links on the city website, www.staridaho.org/hometown.

6. POLICE BUDGET PRESENTATION – Star Police Chief Jake

Vogt recognized Patrol Services Financial Analyst Nolan ??? who prepared the presentation and was available to answer any questions.

Vogt presented the proposed Star Police budge for the fiscal year 2022. He reminded the Council that there were two variables he can’t speak about yet because they are set by the County Commissioners during county-wide budget deliberation. Those two variables are COLA and any potential medical insurance increase premium rates. Vogt did a review of where they are now and what he is proposing for the year 2022. He gave an overview of the current number of officers, (nine officers - six patrol officers, two detectives and himself) and their current services, schedules, and shifts.

Vogt presented an overview of the contract with updated budgeted costs, including employee wages and overtime, vehicles, equipment (including guns, belts, uniforms, on-body video and storage), shared services credit with Eagle, Star, Kuna and unincorporated Ada County, and additional benefits and specialized



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resources such as SWAT and narcotics teams provided at no additional cost to the city. Vogt presented the proposed budget numbers of what the cost would be with a 3% COLA and adding in two additional detectives, another vehicle and an administrative assistant. He discussed some statistics regarding the ratio of police officers per number of citizens.

Council Member Hershey asked for clarification whether the 1 officer per 1000 citizens was just for patrol officers or if it included everyone - detectives, chiefs and sergeants. Vogt responded that the statistics are both ways. Hershey asked about the crime rate per capita. Vogt did not have those statistics but said that the types of crimes are more violent and taking longer to deal with, so the additional officers help with safety for both officers and the public. Council Member Nielsen asked if Vogt could provide numbers specific to Star, rather than the national average. Mayor Chadwick provided some of the statistics for 2018, 2019 and 2020 with just the patrol officers. Nielsen then asked about the equipment and if there was any equipment, they were not currently using that they feel would be of use. Vogt responded that they were well equipped at this time. Council Member Salmonsens asked if the reason for adding two officers was for them to better cover the 24-hour period, or to work together at the same time. Vogt responded that it was more for a full 24-hour coverage. Council Member Keyes asked about how House Bill 389 would affect this request and Mayor Chadwick mentioned that it was on the agenda for later and they could discuss it then.

7. CONSENT AGENDA (ACTION ITEM)

Mayor Chadwick noted that the minutes would be removed off the consent agenda.

- A. Approval of Claims Provided & Previously Approved: June 1 – June 15, 2021
- B. Minutes (removed)
- C. Moyle Village/ Heights Subdivision (PP-21-06/DA-21-05/PR-21-05) Finding of Fact
Cranefield Subdivision (RZ-21-02/DA-21-04/PP-21-05/PR-21-04) Finding of Fact
- D. 2021 Beer, Wine and Alcoholic Beverage Licenses: See Attached Report
- E. Star Transportation Committee Additional Members: Steve Greene, Richard Girard

- Council Member Salmonsens moved to approve the consent agenda. Council Member Nielsen seconded the motion. Council Member Keyes clarified that the findings of facts had been amended. Voice vote indicated all Council Members signifying aye. Motion carried.

8. PUBLIC HEARINGS & INDIVIDUAL ACTION ITEMS

A. PUBLIC HEARING – Annexation of Stonebriar Subdivision Annexation and Zoning, and Development Agreement

Mayor Chadwick opened the public hearing at 7:57 pm. All Elected Officials reported they had no ex parte' contact.

Applicant

City Planner Shawn Nickel on behalf of the Stonebriar Homeowners Association



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The Applicant is seeking approval of an Annexation and Zoning (R-R-DA) and a Development Agreement for the annexation of the existing Stonebriar Subdivision into the City of Star. The annexation of the subdivision includes a total of 13 existing residential lots and associated common lots and an out-parcel. Nickel gave a brief summary of the application. City Attorney Chris Yorgason asked for a clarification of how the contiguous conditions of annexation were met. Nickel further explained the map that was displayed. Council Member Nielsen asked if the applicant had asked for conditions in addition to the development agreement. Nickel responded that they had not, but annexations were generally “as is” properties but additional items could be discussed.

There was a discussion regarding a public easement or greenbelt on the common lot and possibly putting some conditions regarding a connection and non-conforming accessory structures.

Public Testimony

Kevin Amar 1580 W Cayuse Creek Dr, Meridian, ID

Amar is a neighbor of the applicant and is here to support them in their quest for annexation.

Daniela Hansell, HOA President 7353 N Stonebriar Ln, Star, ID

Hansell summarized the annexation request, citing two reasons for the request. First was to use the Star Sewer and Water services, and second that they love the city and they want to share in vision of the Comprehensive Plan and maintain the current rural feeling of the neighborhood. Mayor Chadwick asked about the pathways and Hansell replied that they haven’t discussed it but she would be supportive on an easement on the common area but not on Kaufman property unless it was discussed with the owner.

Jay Kevin Brunk 7795 N Stonebriar Ln, Star, ID

Brunk is on the Board of Directors and Design Review Committee. He is also a real estate developer, broker, and general and engineering contractor. He was concerned about the liability issues with the path. Currently they are a private community so their insurance recognized that and if public access was brought in, it could create potential issues as far as anything happening to the public. Brunk requested that the application be tabled. Council Member Nielsen suggested that instead of tabling, we could have our city attorney address the insurance concerns. City Attorney Chris Yorgason explained that there is a state statute that if a private property agreed to be accessed for recreational purposes, free of charge, that there is no liability if someone gets hurt but he encouraged them to have their attorneys or insurance agents review the statute. Brunk replied that in the past they had trouble with people coming through their subdivision before they put up their gates and would have no problem giving access as long as there was no connectivity into their subdivision to ensure their resident’s safety. Nielsen suggested a code type access so they would not have to give up their common area.

Nate Kaufman 8151 N Stonebriar Ln, Star, ID

Kaufman owns property that could be affected and has not been in discussions regarding a pathway on his property. He was open to talk about it but it was determined by staff and Council that the easement would stop at Kaufman’s property and a negotiation could be discussed at a later date.



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Daniela Hansell asked if they would have a chance to see the amended development agreement. She was assured that they would have a chance to review it before signing. Kevin Brunk added that he would like to negotiate the actual wording regarding the connectivity and liability in the development agreement, so everyone was comfortable with it. There was a discussion on how to proceed with the annexation and looking at several options other than just the easement.

Mayor Chadwick closed the hearing at 8:33 and moved to Council deliberations.

- Council Member Nielsen moved to approve the annexation and zoning of the application with a direction for staff to work with the applicants to come up with an acceptable method of conveying a pathway for connectivity to the greenbelt at such a time as there is a connection available, and accept and acknowledge the existence of non-conforming conditions and uses. Council Member Salmonsén seconded the motion. Voice vote indicated all Council Members signifying aye. Motion carried.

Mayor Chadwick called a recess at 8:36 pm and reconvened the meeting at 8:40 pm.

B. PUBLIC HEARING – Stargazer Subdivision Annexation and Zoning, Development Agreement and Preliminary Plat

Mayor Chadwick opened the public hearing at 8:40 pm. All Elected Officials reported they had no ex parte contact.

Applicant

Jane Suggs with Gem State Planning, 9839 Cable Car St, Boise, ID

The Applicant is seeking approval of an Annexation and Zoning (R-3), a Development Agreement, and a Preliminary Plat for a proposed residential subdivision consisting of 125 residential lots and 10 common lots. Suggs reviewed the staff report and ACHD's report, and agreed with the conditions of approval. Suggs gave an overview of the project and outlined the amenities, common area, open space, and landscape plan and access points and showed some examples of the houses.

Council Member Keyes asked about Open Door Rentals and if the subdivision was intended to be a built to rent subdivision. Suggs responded that the property would be single family detached residential for sale and explained further about the Open Door Rental procedures. Council Member Hershey asked about the proportionate share and the two homes on adjacent properties and Suggs replied that they would be part of the plat. Mayor Chadwick requested that a paved path along the stub instead of being just grass. Council Member Salmonsén asked if the open space area would be private for residents only or if they would be open to the public. Suggs explained that they are private property, meant for the subdivision but it won't be restricted.

Public Testimony

Zach Bruneel 3035 Hamlet Ln, Star, ID



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Bruneel is the owner of the retained 3-acre parcel and was pleased with the drawings but expressed two concerns. First, he would be opposed to turning the large grass area into a public park that will be adjacent to their land. Secondly, he wants to be assured that the 3-acre land could be developed into smaller lots that match the neighborhood, and possibly put a public road in as well. There was a discussion on whether Bruneel's property was included in the plat and the zoning density calculation, how it meets the comprehensive plan and whether the plat or development agreement would need to be adjusted.

Jason Arey 12086 W Wetland Park Dr, Star, ID

Arey expressed concern with the number of subdivisions that are being approved, the infrastructure might not be keeping up with it. He also mentioned concern with policing, the schools being pushed to capacity, lack of sidewalks for the kids, and increased traffic. Mayor Chadwick responded with a brief explanation of how things were being put in place to address those concerns but gave Array his card and said he would meet with him, or any of his neighbors to further answer those questions.

Applicant Rebuttal

Jane Suggs stated that the possible density issue was a surprise to her and started a discussion on tabling the application in order to work with staff, Mr. Bruneel and Mr. Barton to work out the issues. She asked for a continuation of the hearing to July 20, 2021.

- Council Member Nielsen moved to table the public hearing until July 20, 2021 and directed the applicant to work with all owners involved to come up with a density that is representative of the entire area, preserving the density for each owner so it equals out to be that R-3, and only taking public testimony on information that is new coming from this discussion and discussing potential conditions of the development agreement. Council Member Salmonsén seconded the motion. Voice vote indicated all Council Members signifying aye. Motion carried. 9:19pm.

C. Action – Ordinance 337 River Park Subdivision Annexation and Development Agreement

- Council Member Hershey moved to dispense with the rules requiring an ordinance to be read on three different days with one reading to be in full and that Ordinance 337 be considered after reading once by title only. Council Member Keyes seconded the motion.
Roll Call: Hershey aye, Keyes aye, Salmonsén aye, Nielson aye. Motion carried.
- Council Member Salmonsén moved to approve Ordinance 337, River Park Subdivision Annexation. Council Member Keyes seconded the motion.
Roll Call: Hershey aye, Keyes aye, Salmonsén aye, Nielson aye. Motion carried.

D. Action – Borton-Lahey Agreement – An Agreement to contract for legal services

City Attorney Chris Yorgason briefly explained the purpose of the agreement.



- Council Member Nielsen moved to approve the agreement. Council Member Keyes seconded the motion. Voice vote indicated all Council Members signifying aye. Motion carried.

E. Action – West Ada School District Agreement – An agreement to waive certain fees and to have certain fees waived.

- Council Member Salmonsens moved to approve the agreement. Council Member Hershey seconded the motion. Salmonsens inquired if we got a new school, if the fees would need to be waived again. City Attorney responded that because the schools are specifically listed, we would do an amendment to add more schools. Voice vote indicated all Council Members signifying aye. Motion carried.

9. TABLED NOTICED PUBLIC HEARINGS

- A. **PUBLIC HEARING** – Rivermoor Subdivision Annexation and Zoning, Development Agreement, Preliminary Plat, Private Street (AZ-21-06/DA-21-08/PP-21-09/PR-21-08)

i. **Action** Rivermoor Subdivision – **Tabled to July 20**

- B. **PUBLIC HEARING** – East Star River Ranch Subdivision Rezone, Development Agreement, Preliminary Plat, Conditional Use Permit and Private Street (RZ-20-12/DA-20-28/PP-21-03/CU-21-01/PR-21-02)

i. **Action** of East Star River Ranch Subdivision – **Tabled to July 20**

- C. **PUBLIC HEARING** – Landyn Village Subdivision Annexation and Zoning, Development Agreement, Preliminary Plat, Planned Unit Development and Private Street (AZ-20-04/DA-21-14/PP-20-04/PUD-20-03/PR-21-07)

i. **Action** of Landyn Village Subdivision – **Tabled to July 20**

- D. **PUBLIC HEARING** – Comprehensive Plan Amendment / South of the River Plan

i. **Action** on Comprehensive Plan Amendment / South of the River Plan – **Tabled to July 6**

ii. **Action** Adoption of South of the River Plan Architectural Overlay – **Tabled to July 6**

- Council Member Nielsen moved to table the public hearing for Rivermoor Subdivision to July 20, table the public hearing for East Star River Ranch Subdivision to July 20, table the public hearing for Landyn Village Subdivision to July 20, table the public hearing for the Comprehensive Plan Amendment/South of the River Plan to July 6. Council Member Hershey seconded the motion. Council Member Keyes suggested having a workshop to look at it before adopting. Voice vote indicated all Council Members signifying aye. Motion carried.

10. DISCUSSION ITEM:

- A. **House Bill 389 (2020 Legislative Session) – An item to discuss impacts of House Bill 389 and its effects on the budget for FY 2021/2022 and future years.**

Mayor Chadwick and City Clerk/Treasurer Jacob Qualls have a workshop scheduled with the Association



of Idaho Cities to discuss impacts. The Mayor explained the caps and the increases on revenue sharing and restrictions. Council Member Keyes confirmed that the revenue sharing would enable us to cover the new police officers and staffing. Mayor Chadwick discussed issues regarding property tax, taxing districts and tax relief. Council Member Nielsen mentioned old laws that were in place that need to be corrected at a state level. Keyes asked about Caldwell's moratorium and there was a discussion regarding the differences in what the cities were responsible for and how each were impacted, and there was a further discussion on moratoriums, foregone monies, tax relief and growth paying for growth.

Keyes offered a quote from the author of House Bill 389.

B. Horizontal Apartments – An item to discuss information received regarding developments with a single corporate ownership

Council Member Keyes talked about the concept of built to rent neighborhoods, which he says are essentially horizontal apartments. He discussed putting reasonable conditions on how they operate as has been done with apartments, or adding additional ordinances in terms of managing, while being conscientious of State and Federal laws. Keyes asked the questions "what can we do and what should we do?" Council Member Nielsen talked about defining the difference between apartments and horizontal apartments, being conscious of regulating construction types and businesses and adhering to our own codes, as well as State and Federal.

Keyes mentioned that the term "horizontal apartments" is a term of art that has a relatively specific definition being single-family residential units that are all contiguous to each other and said that he would just like to discuss the concept further. Mayor Chadwick agreed to set up a workshop and Keyes asked for staff to notify the council if any subdivisions are coming before them that might fit that definition.

C. Development Cost Analysis Tool – A discussion

Mayor Chadwick mentioned that Eagle developed a Cost Analysis Tool and asked Council Member Salmonsens to talk about exploring this option to show what the cost impacts are of developments in long terms for the city. Salmonsens was a part of the tech subcommittee compass hired high level agency tool Compass developed a tool based on criteria from each city where if a development comes in at a certain number of units, it triggers a response to use this tool. It is specific to each city. Data points are entered and when the development is entered, it tells what the cost will or will not be in 20 years and allows you to build off that. Council Member Keyes asked if a staff member was need full-time to operate the model on top of the initial cost. He had asked ACHD to provide data on roads and adequate facilities ordinance begin using the compass model as soon as it becomes available and then after a period of time create an ordinance or see how we want to use the tool but Salmonsens



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said they are working on a web based so agencies can enter Nielsen mentioned that it does take a staff person to

11. REPORTS

A. Elected Official Reports

Council Member Keyes – He reported in his Transportation Committee report earlier

Council Member Hershey – Nothing to report

Council Member Salmonsén – She did her first ride along with Deputy Austin Eckert for about 4 hours and had a wonderful experience. She complimented the community and the police force. She also did Fire Ops Training. She was successful at rescuing her victim from the smoke-filled room and gained a new respect for firemen.

Council Member Nielsen – He attended the Mayor’s Youth Scholarship Award dinner

Mayor Trevor Chadwick – He mentioned that we gave out five scholarships to seniors and would like to reach out to the community to take advantage of this opportunity to further their education. The Boise River Enhancement Network is doing a river cleanup on Saturday, June 26.

B. Staff Reports – Nothing to report

12. ADJOURNMENT

Mayor Chadwick adjourned the meeting at 10:06 pm.

Trevor A. Chadwick, Mayor

ATTEST: _____
Jacob M. Qualls, City Clerk / Treasurer



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1. CALL TO ORDER – Welcome/Pledge of Allegiance

Mayor Chadwick called the meeting to order at 6:00pm and led the Pledge of Allegiance.

2. INVOCATION – Brian Howard – The Cause Church

Pastor Brian Howard with the Cause Church offered the invocation.

3. ROLL CALL

Council President David Hershey, Council Member Michael Keyes, Mayor Trevor Chadwick, Council Member Jennifer Salmonsens were present. Council Member Nielsen arrived at Agenda Item 7B. Council Member Hershey left after Agenda Item 7A.

Also present were City Planner Shawn Nickel, Assistant City Planner Ryan Field, City Clerk / Treasurer Jacob Qualls, City Contract Attorney Chris Yorgason, Public Information Officer Dana Partridge, Star Police Chief Zack Hessing, and City Engineer Ryan Morgan.

4. PRESENTATIONS:

A. HAYDEN HOMES – PRESENTATION TO STAR OUTREACH

Hayden Homes presented a check for \$4,000 to Star Outreach

B. WEST ADA SCHOOL DISTRICT BOND INFORMATION – Nichole Scheppers

Not Present

5. CONSENT AGENDA

A. Final Plats:

- i. Greendale Grove Subdivision #1 (FP-21-18)
- ii. Saddlewood Subdivision #2 (FP-21-19) (Keyes recused)
- iii. Wildrye Creek Subdivision #1 (FP-21-21)
- iv. Wildrye Creek Subdivision #2 (FP-21-20)

B. Engineer Agreement: The City of Star desires to construct improvements to Highway 44 at the west end of town. Improvements include an additional east and west bound lanes and sidewalk where it has yet to be constructed from CanAda Road to Star Road, the project will be broken into four sections, an east bounds lane from Highbrook Way to Star Road will be designed and included as the base bid. Three additional sections including an east bound lane from CanAda Road to Highbrook Way and west bound lanes Star Road to Highbrook Way and Highbrook Way to CanAda Road will be included in the design and bid as alternative bid items to the base bid. Project funding is made available by the city through a proportionate share agreement in conjunction with the Idaho Transportation Department (ITD).



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- Council Member Salmonsens moved to approve the Consent Agenda; Council President Hershey seconded the motion. Ryan Morgan provided additional information on the agreement. The scope of the project has doubled, but the price has not.
- Voting Yea: Council President Hershey, Council Member Keyes, Mayor Chadwick, Council Member Salmonsens. Council Member Keyes recused himself from item 5Aii. Saddlewood Subdivision #2. Motion carried.

6. ACTION ITEMS:

- A. Comprehensive Plan Amendment
i. Transition Table Plan Amendment

- Council Member Keyes moved to approve the Comprehensive Plan Amendment; Seconded by Council Member Jennifer Salmonsens. Voice vote indicated all members signified aye. Voice vote indicated the motion carried.

B. **Ordinance 341 and Development Agreement – Rivermoor Subdivision Annexation & Development Agreement (AZ-21-06)**

- This item was removed from the agenda.

7. PUBLIC HEARINGS

A. **PUBLIC HEARING – Fountain Park Subdivision Annexation and Zoning, Development Agreement and Preliminary Plat (AZ-20-19/DA-20-24/PP-20-17) - Tabled from September 7, 2021**

Mayor Chadwick opened the public hearing and asked the Council Members if they've had any ex parte contact. All members confirmed they had none.

APPLICANT

Becky McKay with Engineering Solutions - 1029 N Rosario, Meridian ID

Becky McKay represents Challenger Development. In November of 2020 they submitted this application, prior to the Comprehensive Plans having been developed, with the property designated compact residential. After meeting with the mayor and planning staff, it was decided they would take another look at their site plans, which initially proposed 280 lots and 4.65 dwelling units per acre, to address suggestions they diversify the product, add more curvilinear streets, have less density, and incorporate additional pathways.

The project is located on the west side of N. Palmer Lane with 60.52 acres. To the south of the property is Amazon Falls. Nearby roads are Hamlin and Schultz. Hamlin is a right in, right out, and Palmer Ln is a designated collector anticipated to become a signalized intersection at Highway 44. The Mossman Lateral



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goes through the property and serves property to the west. There is also the DD2 drain that comes into the property and segregates the western portion. The Pollard Lateral crosses Palmer Lane, then runs off site and is piped through Amazon Falls, which is what they are planning to do with the Mossman Lateral. They will be piping through the property with it exiting at its historical location. Wild Farm Way is a collector roadway with a 10-foot landscape island going all the way to the north boundary. There is another collector with no front on housing with landscaping and detached sidewalks going to the south boundary creating the interconnectivity Ada County Highway District (ACHD) wanted.

There is a 50-foot offset for landscaping along Palmer Ln intended to have ample area for landscaping, berming, fencing, etc. for when it became signalized and potentially could become a minor arterial. Along all the collector roadways there will be heavily landscaped detached sidewalks, with at least eight feet of landscaping between the curb and the walk. It was noted all McKay's landscaping is a minimum of 20 ft in width. The central amenity, a pool facility, is located off the collector roadway, as is a playground facility. One of the major intentions of the project is to create a lot of interconnectivity and activities for homeowners, including a pocket park, pickleball court, along with micropaths going to and around a pond, and a lot of pathways to give opportunities for residents to bike, walk, and connect with communities adjoining them.

McKay stated she was there that evening regarding an annexation and rezone on the property for R5. R5 would be consistent with neighborhood residential which would allow 3-5 dwellings. In the development there will be a variety of 31% townhome lots, which are adjacent to pathways and next to R15 or R12 in the Amazon Falls project. Toward the north where Eagle's area of impact is, the lot sizes increase while the open space increases where there is higher density with smaller lots. As for the property to the north, they will be taking a concept plan before the City of Eagle soon.

The project is planned as being built in six phases. A connection will be made at Hamlin, along with an acquired easement. Early on coordination was done with Amazon Falls regarding a regional lift station which McKay's client paid their proportionate share of, extending water and sewer to the southern boundary. They have an open space lot where sewer and water are stubbed at. They have been annexed by Star Sewer and Water District, who have indicated capacity exists to serve the development.

There is a generous amount of open space. There is 14.66 acres of total open space, which is a little over 24%. Their usable open space is 10.96 acres, which is 18.11%. They have linear parks, micropaths, multiuse paths, a full facility with a parking lot, playground equipment, picnic shelters, a pond, and a pickleball court. It was their intention to have this project provide amenities and be self-sufficient for the community.

There will be a variety of homes with a combination of different styles, architectural features, modulation, masonry, windows, and doors. The lots will vary from 40 feet to 70 feet wide. 31% of the homes are 60-70 feet in width, 24% are 50 feet in width, 14% are 40 feet in width, and 31% are townhomes. Wrought iron fencing is being considered along the townhomes, with wrought iron fencing already being around all open space lots and pedestrian pathways.



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ACHD is requiring a curb, gutter, and sidewalk be built on their side, with offsite improvements to widen Palmer Lane as it does not meet the minimum width all the way down to State Highway 44. ITD reviewed their traffic study and have signalization and widening of the Palmer Ln intersection at Highway 44 scheduled for 2027 but as Snoqualmie River and McKay's clients have paid a significant amount of money Erica Bowen said they are purchasing the right of way so they can accelerate getting the signal in. The impact fees for this project to both ACHD and ITD will be \$1,049,000 total traffic fees.

They have agreed to all the ACHD conditions of approval, agreed to all the City's conditions of approval, and have exceeded the standards normally required under open space and usable space.

Mayor Chadwick asked if anyone had questions for McKay.

Council Member Keyes wanted to know, in the event ITD does not come through with the signal light, what the plan is for a connection at Palmer Lane at Highway 44 when they do the widening project, and if they will be restricting it to a right in, right out only.

McKay stated she spoke with Erica Bowen and Hamlin is right in, right out with Palmer designated on the Highway 44 Masterplan to be a signalized intersection. With the additional funding and acquisition of the right of way Bowen felt the installation of the signal could be accelerated with widening of Palmer Lane down to Highway 44.

Council Member Keyes asked if she agreed with an added condition of approval for the signal light to be installed before any Conditions of Occupancy are issued. He and McKay discussed this briefly, with her confirming there will still be full access to Highway 44 during the process of widening and getting the signal light in.

Council Member Keyes asked for clarification on how the storm water works on McKay's project, especially at Palmer Lane.

McKay stated along Palmer Ln there is 50 ft able to be used for seepage beds, with 37 ft being dedicated from center line, along with an additional right of way. There will still be room for trees along the collector as it is anticipated this will be upgraded to a minor arterial once it is signalized.

Council Member Keyes asked about the change to setback requirements and parking spots. McKay said the change in setback request is only for the attached townhomes. Additional parking spots weren't necessary because of street parking and parking spots at the pool facility.

There was a discussion regarding pathways, public easements, and sidewalk widths.



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Council Member Salmonsens asked whether they would be willing to provide a public easement along the pathway along Drainage Ditch #2 (DD2). McKay stated the DD2 easement is not exclusive, and none of their pathways will be gated as all sidewalks are public. After a brief discussion, it was determined a public easement would be good if the pathway connects on the south side. McKay also noted they will be bridging the DD2 drain and connecting to Hamlin.

Council Member Salmonsens asked about them working with the neighbor to the west. McKay stated they already have been working with Mr. Pardo on the extension of Hamlin, and her client is willing to install utilities and extend it, which Mr. Pardo said was fine and would dedicate the right of way.

Council Member Salmonsens asked if they would be willing to increase the five-foot sidewalk width to seven feet along Palmer Lane as the Transportation Committee is looking to change the sidewalk width requirements for arterials and collectors to be seven-foot width minimum. McKay stated it would be fine, noting they have been doing ten foot along major arterials like Beacon Light and seven feet on some collectors to accommodate pedestrians and bicyclists.

Public Testimony

Tom Bevan - 4202 N. Marcliffe Ave, Boise ID

Tom Bevan owns the property to the south at Palmer Lane and State Street. He stated he was in favor of the project but felt the intersection had to be addressed now due to traffic impact. As he has the property to the south, he would be glad to assist with money to help in getting the signal light sooner.

Hal Sullivan - 757 S. Moon Beam Way, Eagle ID

Hal Sullivan stated he was unaware of this project and had spent years in development in California looking at land his company was interested in and determining the best use and how it could make the community better. Because of this experience, he feels the subdivisions are not respecting the existing land or complimenting the area. Another concern he has is regarding traffic and worries over whether emergency vehicles would be able to respond to emergencies quickly.

Carolyn Sullivan - 757 S. Moon Beam Way, Eagle ID

Carolyn Sullivan expressed frustration and concern with current traffic, as well as future impacts on traffic and safety that might be created by the project.

Ralph Burkey - 2300 Blessinger Rd, Star ID

Ralph Burkey had questions about how close the project is to the vicinity of the Lemp lateral and if they will be drawing irrigation water out of the ditch as those who work or live on the lateral depend on it for irrigation. Another concern was over trash being left in the ditch.



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Rebuttal**Becky McKay with Engineering Solutions - 1029 N. Rosario, Meridian, ID**

McKay addressed the irrigation, stating this project is not on the Lemp Lateral and that all ditches on the property will be piped. She addressed urban sprawl, with an emphasis on needing to accommodate the growth that comes with it and the necessity of having a variety of homes and lots that are more affordable and meet the needs of the residents in the area. She addressed transportation planning, noting they don't have acquisition of the right of way at Palmer Lane, which is necessary to facilitate a signal light going in. She stated not being able to have a certificate of occupancy until the signal light goes in would be the wrong move.

Mayor Chadwick asked if Snoqualmie River was donating too. McKay said yes. Mayor Chadwick then asked if she knew how much. McKay stated she thought they were asking for \$68,000 and on another phase for \$40,000 but those would be numbers to check with the City of Eagle to verify exactly what they had accepted.

McKay stated the project is not high density, it is mixed used, and complies with the Comprehensive Plan. Further, she asked for support as these types of projects are going to facilitate signal lights, street widening, and sidewalks being put in to help communities.

Mayor Chadwick asked if there were any further questions, hearing none, he closed the public hearing at 8:06 p.m. and moved to council deliberations.

Council Member Keyes stated he thought McKay presented a plan that fits beautiful with the Comprehensive Plan and the land uses around it. He did note he had concerns about traffic and spoke directly to those in attendance who shared them, stating help was coming with ITD widening Highway 44 as early as next year, along with the signal light. He also mentioned Salmonsens' request for the pathway additions to the development and asked if there were any other conditions.

- Council Member Keyes moved to approve the project with amendments to the Development Agreement to include a public easement on the pathway and along the canal, and the seven-foot-wide width for sidewalks on Palmer Lane; Council Member Salmonsens seconded the motion; Voice vote indicated all members signified aye. Motion carried.

Mayor Chadwick called for a five-minute recess. The Council meeting reconvening at 7:15pm. For the record, Council President Hershey left, and Council Member Nielsen was present.

B. PUBLIC HEARING – Moon Valley Townhomes Preliminary Plat and Development Agreement Modification (PP-21-12/DA-21-13-MOD) - Tabled from September 7, 2021

Mayor Chadwick asked the Council Members if they've had any ex parte contact. All members confirmed they had none.

DP/DS/jmq



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Applicant

Mark Tate - 1087 W River St, Boise ID

The location of the property is on the east side of Highway 16, the south side of Moon Valley Road. at, or near, where the future interchange of Highway 16 and State Highway 44 will be. There will be two accesses to Riverstone, with the main entrance being off Moon Valley Road and a secondary entrance being built in a later phase. Both accesses will be privately gated, with private streets, as it is isolated from a traffic perspective.

Some amenities provided include public pathways along the river, and a community clubhouse which includes a full gym, social room, lounge, kitchen suitable for demonstrations or commercial exhibits, an outdoor swimming pool, and fire pits. There are also several lakes, one of which is approximately 16 acres, with a planned beach club with a restroom, paddle boards, kayaks, and a beach front on the lake. There is also an existing driveway being made into emergency access, as well as a pedestrian pathway down to the river, and they are excited about the Highway 16 bridge and connectivity to the open space on the west side of the highway.

Tate noted some people do not want five acres lots. Some want smaller, lower maintenance one acre or half acre lots. They may have multiple homes or travel but still want a nice home with amenities. He stated they looked at several different options for the project, including commercial and multifamily. As there is no frontage on State Street, they chose not to pursue commercial and ultimately decided not to go with 250-300 apartments units either. Instead, they settled on townhomes which they felt fit with the Comprehensive Plan designations and fit well with what was in the area around the intersection of Highway 44 and Highway 16.

The applicant talked about Palmer Lane, noting they are paying a proportionate share fee to ITD, mentioning other fees they are paying as well. He appreciates the mayor already having conversations with ITD about timing, and they will do whatever they can to support the construction of the Palmer Lane signal going in as soon as possible. He stated they did their ACHD traffic study which reported all their roads are at acceptable levels of surface.

Each of the units will have a two-car garage and there will be street guest parking equaling more than the city requires. They are proposing a 27 foot back of curb to back of curb on the streets, which is the standard for parking on one side of the street, but they would agree to have no parking if this was allowed instead of the 33-foot-wide requirement. Tate stated they felt they have adequate visitor parking, so having a narrower section on the private street with off-street parking makes sense. Then he asked the requirement for streetlights being installed and energized prior to building permits be stricken.

Mayor Chadwick asked if there were any questions of the applicant.

Council Member Keyes stated the last time they were talking about this property the council was clear they didn't want high density residential and wanted to see something along the lines of light office or commercial.



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He stated it is up to the council to decide what's appropriate for a site. He also noted according to the Comprehensive Plan, the land use map mixed use designation says zoning within this land use designation is to be strictly monitored to be sure mixed-use isn't used for high density residential. He continued to explain details pertaining to this and stated he was curious why this project was being brought before them when it was already made clear it wasn't something they wanted.

Tate said since the last time they discussed the project there have been multiple commercial projects approved in the area and he and his clients met with several commercial brokers to talk about opportunities for commercial, retail, or office at this site. All of the brokers expressed concern about the circuitous access to the site, along with not having frontage on State Street. He explained that with so many commercial properties being approved, and with their site location lacking access encouraging pass through traffic, they are in an inferior position to do commercial development, so they decided on a townhome project. Further, he noted commercial use would generate more traffic than residential, as it would be bringing in more trips from outside the area. Additionally, he felt having more rooftops in the area will make other properties more viable for development. He stated he wasn't ignoring the prior conversations they had, but with the advice from commercial brokers they felt a townhome project was a good fit. In their opinion, single family residential and townhome residential also qualify as falling under two or more uses for mixed use and meet the standard.

There was a discussion about the extension of Moon Valley Road across Highway 16 which will connect it to Wildbranch Lane on the west side of Highway 16, as well as the extension of Highway 16 all the way to Interstate 84, and whether this would cause Tate to reconsider the application being brought before the council. He stated it would not, as he didn't think it changed the issue of them being on the south side of Moon Valley Road and not being near the direct accesses.

Council Member Nielsen asked why Tate had not come in requesting a rezone in compliance with the Comprehensive Plan. Tate stated the mixed-use zone seemed appropriate even with different types of residential. In his interpretation of different uses, a rezone wasn't required for the mixed-use designation. Nielsen mentioned other requirements and referenced a similar scenario in the City of Eagle with the same challenges where a very successful restaurant has gone in. As such, he didn't understand the concern. He also stated the reason they have the mixed-use ordinance way to create a buffer between the high traffic commercial areas and high-end neighborhoods with light office and residential together.

There was further discussion on when the zoning code went into effect and whether it applies to the current application. Nielsen confirmed it does, as the application is being presented now and today's code is what applies.

Mayor Chadwick stated if he were to approve this application it would be to the detriment of the entire community, and he would be failing Star citizens. He referenced the property tax ratio, a desire to not rely solely on residential properties, and a preference for waiting five years until the connection from the completed Highway 16 exists so opportunities for important commercial uses won't be lost. He stated it is his goal to get



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the tax burden on residents down from 93% to 80%. Some potential commercial uses he felt would be a good fit were coffee shops, dental offices, chiropractors, doctors, offices, or flex space. He did not feel something like a box store or a Lowe's would be good.

There was a discussion about the extension of Wildbranch Lane and how that would affect circulation in the area. Tate stated it would be good to have a conversation with a traffic engineer about how much pass-through traffic there would be, and he would like to see models. If a traffic engineer said there would be a fair amount of traffic, he might feel differently about commercial uses for the project.

Mayor Chadwick moved to public testimony at 7:58pm.

Public Testimony

Robert Piazza - 648 Rivervine Wy, Eagle ID

Piazza stated that as president of the Rivervine HOA he had been asked by the majority of members to speak on their behalf, excluding two individuals who would be speaking for themselves. While their subdivision is located outside the City of Star, the development does affect their home values and quality of life. Notably, the development poses a safety concern to the HOA and neighbors due to traffic impact. Piazza said it has already affected their quality of life. He asked the City of Star to delay the project due to safety concerns surrounding increased traffic and asked them to urge ITD and ACHD to immediately make the necessary improvements to Moon Valley Road, Stone Heart Road, Short Road, and Palmer Lane. These are all narrow, single lane county roads and the improvements cannot wait until Highway 44 is widened. At a minimum, a signal light needs to be installed at Palmer Lane and Highway 44 as soon as possible.

Kamala Robbins - 7817 West Deerfawn Ln, Eagle ID

Kamala Robbins spoke on behalf of her husband who could not attend, reading a letter he had written.

In summary, the letter stated Mr. Robbins spent 12 years on a planning advisory board, with three of those years as the chair responsible for making recommendations by balancing a developer's vision for a piece of land, the needs of the city, and the concerns of the residents in the area. With the City of Star's Comprehensive Plan, the City Council has sole discretion when it comes to deciding what goes into this residential property along the Boise River. With Riverstone, the area now includes neighborhood residential along with estate residential and rural residential properties. Once Riverstone is fully developed Short Road, Palmer Road, and Moon Valley Road will all be impacted, and all feed into Highway 44 in proximity to each other. Adjacent to Short Road, Amazon Falls rental condos will also be creating traffic concerns, as well as at least three additional multiple acre properties for sale on the north side of Highway 44. With high density and compact developments, the locations must have multiple accesses to reduce traffic congestion and improve quality of life. He asked City Council to make sure development does no harm to residents and people who travel on Highway 44.



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Mrs. Robbins also added, speaking on behalf of herself, there are no neighborhood parks, which she knows don't make money and are of no importance to developers. She also stated she felt she could speak for everyone in Riverstone regarding none of them having known about this proposal.

James Theriault - 346 South Hamlin Ln, Eagle ID

James Theriault was the first person to occupy a home in Riverstone. As such, he's seen the growth firsthand and stated neither Moon Valley Road nor Short Road can handle the traffic impact. He reiterated sentiments from others regarding emergency vehicles needing to be able to access the area, as well as residents needing to be able to get out during peak traffic hours. He is against the project, and it needs to be thought through more before something with such a high traffic impact is put in when the roads can't handle it.

William Connelly - 188 South Moonbeam Wy, Eagle ID

William Connelly is an architect, professional planner, and occasional developer. His concerns were primarily over the lack of exits and emergency vehicles being able to come in and out as there is only one entry into the subdivision. He also wanted to know if there would be public access to any of the pathways going to the river.

Lloyd Akins - 10390 West Beacon Light Rd, Star ID

Lloyd Akins owns a piece of property on the east side of where the townhomes will be. He stated the traffic is already bad. He has concerns about the property regarding containment of their wastewater, and the canal all along Moon Valley Rd needing to be entirely piped for safety reasons. Another concern he has is about multi-level homes being against his property and being able to see directly into the yard his granddaughter plays in despite security fences being installed. He asked that the project be put on hold for traffic reasons and because he doesn't feel it fits the Comprehensive Plan.

Lisa Hines-Boyd, Treasurer of the Vine HOA

Lisa Hines-Boyd said Moon Valley Road is no longer safe and is crumbling from the current amount of traffic. With additional traffic, it won't be able to handle it and she supports the council pausing the project until transportation studies could be done, infrastructure put in, and signal lights go in.

Jim Tracy - 5906 West Hamlin Lane, Eagle ID

Congestion causes problems with fast responses of emergency vehicles and with fast exits and will significantly impact public safety in his neighborhood. He believes this proposal is different in character than the existing facilities in the area. He does not agree the new townhomes would emulate the high quality of Riverstone. He also expressed concerns over the lack of access and separate entrance, stating it is out of practice with consistent use.

Hal Sullivan, 757 S. Moon Beam Way, Eagle ID

Hal Sullivan stated he was there to oppose the project. Primarily he was concerned over traffic impact, but also felt the project doesn't fit and agrees with the members of the City Council. He referenced another project and



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his own development company complimenting current neighborhoods with larger lots, smaller density, and more greenbelt areas

Quinten Nesbitt - 7435 Moon Valley Road, Eagle ID

Quinten Nesbit has been at his current location for almost 30 years and is involved in agriculture. He stated he has been to the Comprehensive Plan meetings, and none of them have addressed agriculture. Instead, they've focused on development which he felt ruins quality of life. He expressed frustration the land wasn't zoned for agriculture but understands there's no way to stop development and noted the traffic is a problem.

Paul Akins – 8099 W. Moon Valley Road, Eagle ID

Paul Akins has concerns about traffic and safety, stating with people moving into Riverstone, there are pedestrians on Moon Valley Road. He is concerned about the open ditch by Pioneer, as the ditch becomes piped and goes under Highway 16, it poses a potential drowning hazard should anyone fall in. Akins asked for clarification on who enforces agreements developers have made pertaining to wastewater on their development property. His property has the Riverstone development on three sides, and he has pictures for two sides where they are not containing their wastewater.

Mayor Chadwick asked Akins to leave his contact information with City Engineer Ryan Morgan to go out and look.

Donna Bosworth – 155 South Short Lane, Eagle ID

Donna Bosworth's family live just across the street from the Eagle Christian Church. Her concerns were about traffic, noting it took 45 minutes for emergency responders to get to her mother from Star after she fell. She also asked them to keep Star small instead of making it into another Boise or Meridian, stating the people in Star live there because it matches their lifestyle and what they like.

Danny Bosworth– 155 South Short Lane, Eagle ID

Danny Bosworth was speaking on behalf of his in-laws who own property on one side of Short Road. His concerns were over traffic and density. He also noted they will be trying to get Short Road closed.

Steve Hardy, H Bar H Veterinary Clinic - 7390 Moon Valley Road, Star ID

Steve Hardy thanked the council for giving the public an opportunity to talk. He stated he's been here for 39 years and is in favor of commercial use. He also expressed a need for veterinary clinics, especially large animals, as there are a lot of farm animals and agriculture in the area. Without a signal, traffic makes it difficult to get to his clinic. He stated the road needs to be fixed before more development happens. He thinks the connection of Moon Valley Road to Moyle Road, and the signal light will be great. Ultimately, He felt everything needs to be slowed down so the infrastructure can be taken care of, get the community behind it, and be sure this will service what's already been built.



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Against, Not Speaking

Sandy Thierault, Deanne Nonzeta, Ed Nonzeta, Jeannie Lemon, Terri Little, Mark Richards, Betsy Dudley

Rebuttal

Mark Tate - 1087 West River Street, Boise ID

Mark Tate discussed the number of additional trips generated, referencing the traffic study indicating 1139 additional trips, not the 4000 mentioned multiple times. As for the bait and switch comment, he wanted to clarify his meaning having been going from commercial to medium to high density residential. He stated he meant going from a more intense use to a less intense use, not the other way around as one person had commented. Tate then addressed Paul Akin's concerns about drainage. He was unaware there was an issue and will reach out to make sure everything gets taken care of. He addressed Lloyd Akin's concern over the height of the buildings, noting there is a landscape buffer and a large setback.

Mayor Chadwick and Tate discussed the widening of Highway 16, including timeline, funding and whether Wildbranch Lane goes through will have a major impact on the viability of different uses for the project. Tate stated he did not think it would be fair to wait an indefinite amount of time for a more concrete timeline. He reiterated the large amount of commercial already in development or possibly being developed in the future, along with the increased traffic more commercial will create, and the disadvantage they will be at if Wildbranch Lane does not connect. These were all reasons he felt townhomes would be a good fit. Mayor Chadwick felt approving this application would be a detriment to future commercial going in.

Council Member Salmonsens asked about the mixed-use designation and a discussion took place with several interpretations being presented. There was not a consensus on which interpretation was correct with Council Member Keyes believes there is flexibility for Council Members to interpret however they see fit.

Mayor Chadwick closed the public hearing.

Council Member Nielsen stated he agreed with comments made during rebuttal regarding lower traffic and the lowest traffic impact would be high density housing. Outside of high density residential, other low traffic impact commercial uses would be a nursing home, a storage lot, or an RV Park. For the developer, he stated to get an approval for an application like this, they would need to rezone to come into compliance with the Comprehensive Plan.

Council Member Keyes stated an age restricted community of retired people would also have a demonstrable impact on traffic. He suggested a rezone to a lower density project, and if it is all residential, a rezone to a similar density to what already exists in the project. He also expressed disapproval over certain comments made he felt were inappropriate and disrespectful, such as former city council being likened to a fox guarding a henhouse.



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- Council Member Keyes moved to deny the application as it is inconsistent with both the Comprehensive Plan and the Development Code; Council Member Salmonsén seconded the motion. Voice vote indicated all members signified aye. Motion carried.

There was a five-minute recess with the Council reconvening at 9:50pm.

C. PUBLIC HEARING – Rooster Hollow Subdivision Rezone, Development Agreement, Planned Unit Development and Preliminary Plat (RZ-21-03/DA-21-18/PUD-21-02/PP-21-07)

Mayor Chadwick asked the Council Members if they've had any ex parte contact. All members confirmed they had none.

Applicant

Randy Wall with Professional Engineering Services - 5636 N. Portsmouth Ave, Boise ID

The project is on the west side of town and was annexed into the City of Star and into the Star Sewer and Water District in 2006. There was a Development Agreement which has since expired. Wall has been involved with the project for about a year. They designed a project with a mix of land uses, housing types, a variety of employment options, with social and recreational opportunities through an assortment of amenities within walking distance of residential development.

Wall explained the turn radiuses meet the public road standards of 100 foot, there is a breakback curve, and north of the backage road it meets the land use designations where there is medium residential, and a commercial industrial corridor between Highway 44 and the backage road. He noted there is no road there yet but hopefully after an approval of the project they'll have approval for the first section of the backage road north of State Route 44. He stated there was a neighborhood meeting where they took the feedback, they got from the meeting in order to come up with the current project. The neighbors did not want townhomes next to the properties so they designed the open space to be a combination retention area where storm water will be retained on site. Per city and highway requirements, this also meets criteria for a sports field combination retention basis, flat slopes, maintained turf, irrigated turf, with a 20 ft buffer, landscape buffer, and a masonry buffer wall between the neighbors and the commercial area. There will also be a pickleball court.

There are 20 townhome lots with 26 single family residence lots around the perimeter. They worked closely with the fire department on the project, resulting in five-foot setbacks to give a bigger area between structures and will make it easier for the fire department to access the structures. As part of the Future Land Use Map Update there is a creative space for light manufacturing with live-work units in line with the vision the City of Star has for the gateway into the city on the west side. The land uses are light manufacturing, live-work, service commercial and residential. The applicant is proposing a rezone for the property from mixed use to R5 residential, in accordance with the medium residential which is up to R6. South of the backage road they are proposing C2 with everything having a Planned Unit Development and Development Agreement associated with it to give them the maximum amount of flexibility to make a creative project.

DP/DS/jmq



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The townhomes will be modern architecture with a 20-foot alley, and alley loaded garages. The six live-work units will be three stories, with two stories for office or live above a workshop area. Some will have roll up doors on both the front and back sides.

Mayor Chadwick had a question about whether there are specific parking requirements for the live-work units as there are parking spaces, but the garage doors are on the front. Wall stated the roll ups are on the back and the driveways are not shown but each will have a wide driveway. Mayor Chadwick asked about the townhomes, wanting to make sure the garbage trucks will be able to get through the alleyway. Wall confirmed it would not be an issue, with signage stating No Parking and enforcement by the HOA.

Council Member Keyes asked if the applicant had seen the letter Canyon Highway District 4 (CHD4) sent out that afternoon regarding the private road versus the public road. Wall said he had and discussed struggling with ITD on whether the road would be private or public because they were unsure where the City of Star city limits were, and if there would be a rural approach or an urban approach. He stated they are of the opinion this would fall under an urban approach per IDAPA standards while ITD considers it a rural zone in accordance with IDAPA standards. Additionally, all the roads will be private because they could not meet the ACHD 100-foot minimum radius requirement and CHD4 doesn't want to connect a private road to a public road.

Canyon Highway District 4 is allowing them to build a 26-foot road, with two 11-foot lanes, four-foot bike lanes, and two-foot gravel shoulder on their side of the road. They would like this to be public, as it meets all the criteria of IDAPA. Wall suggested it be temporarily private and in the Development Agreement contract have it say when the road goes full width it can be dedicated as a public road.

A discussion followed on whether Rooster View Lane met all City of Star standards except for radiuses, which it does. The radius is 60-foot instead of 100-foot. A discussion followed on geographic constraints, the City of Star's desire to not have private roads, whether CHD4 would agree to approving it if the City of Star granted a variance for the radius, if the fire department was satisfied with the current radius of 60 feet, and the agreement needing to be a three way one between ITD, ACHD, and CHD4. Shawn Nickel stated there wouldn't need to be a variance as it could be taken care of through a Planned Unit Development. Ultimately it was decided a condition would be added to the Development Agreement stating Wall would need to get the approval or they would be rehearing the application.

Council Member Salmonsens asked about the sports field and retention area, wanting to be sure the area could be used as a sports field most of the time and not hold water. Wall stated storm water would percolate into the ground completely within 24 hours. There was also a brief discussion about the ground water table. Salmonsens asked to confirm if the three-story live-work units fall within the 35-foot maximum height. Applicant stated they will.

Mayor Chadwick moved to public testimony at 9:46.

DP/DS/jmq



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Public Testimony, Against

Mark Crohn - 6808 Saddleman Ranch Court, Star ID

Mark Crohn is located across Highway 44 from the project. He wanted to address a comment made by Council Member Nielsen regarding development and if they don't want development, don't have their neighbors sell because the council is just there to approve. Crohn disagreed, stating the council has control over density and he felt the onus is on the council and don't simply put it on neighbors selling everything. He also pointed out the comment made regarding geographic restraint of the 60-foot radius is incorrect as there is no mountain, river, or lake. Instead, it is a housing constraint and if the radius needs to be over 100 feet, it can be redesigned to create that. Next, he addressed the comment regarding 'shooting myself in the foot' as it pertained to eliminating a commercial development on a previous application. Crohn stated this project would be doing exactly that, as the Comprehensive Plan states 100% commercial but this applicant is seeking to put in more houses, much like the previous applicant who was denied. Further Mr. Crohn stated the application goes against the Comprehensive Plan. He would like to see the project be placed on hold so a designation can be figured out to prevent safety issues surrounding only one entrance and exit.

Tammy Crohn - 6808 Saddleman Ranch Court, Star ID

Tammy Crohn lives across the highway from this project. She was at the neighborhood meeting and Randy Wall did listen to some concerns. Aspects of the project she liked are the park and sports field behind the homes, but she disliked the density. At the neighborhood meeting she stated Wall did not talk about businesses in block 3. Instead, he had said the parcel next to the highway would be the back of buildings with parking. She also asked what would be going in lots 15 and 16 in block 3. Mayor Chadwick stated it depends on what commercial person comes in to build but those details will be determined by the commercial user at a later time.

Crohn asked for input regarding lights at commercial sites and what 'dark sky' means as the lights from Albertsons are very bright. She is concerned about the brightness of the lights at this project. Mayor Chadwick said he would take a drive by Albertsons to see how bright the lights are.

Against, Not Speaking

Carson Taylor, Mel and Lisa Jackson, Shelly Richards

Public Testimony, Uncommitted

Sandy Smith - 23033 N. Blessinger Road, Star ID

Sandy Smith stated she did not know anything about the neighborhood meeting. They were not informed of it due to not living within the 300-foot notification area. She stated this notification area is unrealistic as it still impacts their neighborhood despite them being further way. The mass quantity of subdivisions is not a lifestyle they are used to, and she knows three people, who are at least a half a mile away on Linder and Chinden, who have had wells go dry due to Spur Wing's water being turned on.



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Smith asked how the homes being put in will affect the water table in the area. Additionally, she expressed concerns about traffic and frustration with ITD, ACHD, and CHD4 not addressing or doing anything about Highway 44. She asked how she could stay informed about subdivisions and property developments.

Mayor Chadwick stated the best way is to go to the City of Star website, click on council meetings and see what is coming up. He said neighborhood meetings are not on the website, just public hearings. Neighborhood meetings occur prior to applications being submitted.

Smith reiterated again people who do not live within the 300-foot notification area are being impacted. Notably, with commercial there are lights that stay on all night, delivery trucks, and trailers delivering at night or in the morning. This impacts people outside the 300-foot notification area. She asked the council to consider the people already living there and their quality of life.

Mayor Chadwick addressed Smith's question regarding ITD and Highway 44. He stated ITD has been trying to get Highway 44 funded for 18 years. Additionally, the City of Middleton had an environmental assessment, which was needed before the City of Middleton could get funding. That assessment was completed in August, but the City of Middleton got rid of their downtown bypass plan which created a delay because now, another assessment will be necessary. It will be another ten years before they will be able to fund anything from CanAda to Highway 84 because of this.

There was a discussion regarding Canyon Highway District 4 working on impact fees and improving intersections along Highway 44 and on side roads such as Blessinger Road and Kingsbury and whether there would be signal lights at Blessinger Road and CanAda Road. At the time, there was no confirmation if there would be.

Ralph Burkey - 2300 Blessinger Road, Star ID

Ralph Burkey agreed with Council Member Keyes regarding codes; if you have a code, you should follow it. He asked who someone in Canyon County could tell if they had been annexed into the City of Star. Mayor Chadwick said the city has not forced anyone to annex into the city. If someone were to look at their property tax bill they could tell if they were within city limits. If the bill indicated a property owner was paying City of Star property taxes, their property would be within the city limits. Burkey then asked how the property, which is near the protected wetlands, will affect the birds of prey, fish, and bugs.

Delbert Ellwood - 6926 Highway 44, Star ID

Delbert Ellwood stated he appreciated what the Mayor and City Council do with their planning. Around 2000, he checked with ITD and was told the road would be widened someday, stating it was in the plan but not in the budget. Ellwood noted Randy Wall did listen to concerns at the neighborhood meeting but doesn't like the project having gone from four fourplexes to 20 townhomes considering the road won't be widened soon and traffic will be an issue. He asked how the live-work units will work and if it will be a good thing.



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Mayor Chadwick stated live-work units are new to Star and there are some being built but none have been completed yet. Mayor Chadwick thinks they are a good opportunity for those individuals who want to work from home and have their own storefront, like a small office or insurance agent.

Ellwood thanked him and continued, expressing a concern over traffic and whether his well would be impacted. Mayor Chadwick stated it would have no impact, as Star Sewer and Water has their own wells for city water. He then went on to talk more about the depth of the city wells and aquifers, telling Ellwood he would be happy to discuss this more with him at length if he were to set up an appointment.

Uncommitted, Not Speaking

Cheryl and Ed Chaney

Rebuttal

Randy Wall with Professional Engineering Services - 5636 N. Portsmouth Avenue, Boise ID

The backage road is intended to separate the medium density residential and the commercial corridor. The industrial commercial corridor is between the backage road and Highway 44, while the medium density residential is to the north. Regarding density, he explained they are still within the R5 designation. As for water sources, the project will hook into Star Municipal Water in accordance with city standards. The irrigation water will be maintained in accordance with state law. Lastly, he pointed out they have reduced the proposed townhomes by three units.

A discussion took place regarding options on how to move forward with the road issues. Shawn Nickel stated they could add conditions to the development agreement and the Planned Unit Development to table it until they hear from CHD4.

Wall explained about the frontage road. As ITD works on the corridor they will be taking away access points so its important to have the backage road provided to the Ellwood and Jackson properties as access points. At some point it will curve up before it hits Blessinger Road so it can meet the offsets required by the CHD4 and ITD.

Mayor Chadwick closed the public hearing at 10:22pm and moved on to deliberations.

Council Member Neilsen acknowledged Mark Crohn was correct about the project not having a geographic constraint and thanked him for calling that out. He stated the application does follow the Comprehensive Plan, and this exact design has been anticipated all along. He was also in favor of putting a condition of approval regarding CHD4 agreeing with the plan outlined in the Planned Unite Development and a Development Agreement allowing for a smaller radius, feeling it was an acceptable risk.

Council Member Salmonsens stated she would extend the condition for the inner rectangle being approved as private if Canyon County Highway District 4 does not agree to it becoming public. Nielsen agreed, but Council DP/DS/jmq



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Member Keyes stated he would prefer it remain public even if it required a redesign. He would also like a three-way agreement between the applicant, the City of Star and CHD4.

- Council Member Keyes moved to approve the application with a condition in the Development Agreement for the applicant to gain approval of all streets proposed as public streets and the agreement be a three-way one between Canyon Highway District 4, the City of Star, and the applicant.

Council Member Nielsen asked if he would consider allowing the alternative idea Council Member Salmonsens mentioned regarding the street being accepted as private, if an agreement was not possible. Council Member Keyes stated he would rather rehear and contemplate again. There was not a second to the motion and the motion failed.

Mayor Chadwick asked City Attorney Chris Yorgason if there could be another motion. Yorgason said there could be.

- Council Member Nielsen moved to approve the application and requested the applicant approach CHD4 to obtain an agreement to accept the road as a public road with the City of Star's guidance and if that is not possible, they would accept it as a private road as long as Remington and Rooster Hollow remain public. The motion was amended to include the following conditions of approval: to revisit the open space of the sports field if the 24-hour percolation of water and basin levels made it so turf could not be used in place of wetland grass, a conditional of approval for the covenants, conditions, and restrictions of the HOA specifying in the architectural guidelines that homes in the front and back do not have fugitive lighting. Council Member Salmonsens seconded the motion; Voice vote indicated all members signified aye. Motion carried.

D. PUBLIC HEARING – Milestone Ranch Subdivision Annexation, Rezone, Development Agreement and Preliminary Plat (AZ-21-10/RZ-21-06/DA-21-15/PP-21-14)

There was a 5-minute recess with the Council reconvening at 10:40pm.

Mayor Chadwick asked the Council Members if they've had any ex parte contact. All members confirmed they had none.

Applicant

Becky McKay with Engineering Solutions - 1029 N Rosario, Meridian ID

Becky McKay representing Toll Southwest and their request for annexation and zoning of 10.6 acres to R5 with a Development Agreement and rezoning of 59.87 acres from MU to R5DA. They are proposing 240 single family residential lots, 44 duplex patio home lots, and 33 common lots on 67 acres in the Milestone Ranch Subdivision.



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The project will be located on the west of Highway 16, just north of Floating Feather Rd, abutting the River Birch Gold Course on the north, and Highway 16 on the east. It will also be near West Ada School District property, along with approximately 19.9 acres of access property acquired from the school district. The proposed density is 4.25 dwelling units per acre, which is below the designation in the Comprehensive Plan for compact residential. Along Highway 16 they have allocated 150 feet from the center line for future widening of the Highway 16 corridor, along with a landscape buffer along the State Highway.

The primary access will be from Floating Feather Road. They have a collector roadway that is more than 660 feet from that intersection. There are two stub streets to the west, public streets, and a stub to the north with a pedestrian pathway acting as a landscape buffer that could become a public street in the future.

The development is targeted toward people 55 and older in what is called "active adult." All of the public streets will have detached sidewalks with eight-foot landscape buffers. Sewer and water are available from the west. An annexation has been submitted to Star Sewer and Water District. A Traffic Impact Study (TIS) was performed. After a review of the TIS, ITD and ACHD wanted to leave the intersection at Old Floating Feather Road and Highway 16 with a right in, right out, left in only. ACHD also has requested the applicant provide \$18,000 for a future cul-de-sac there so when they terminate Old Floating Feather Rd at this location the money is already available. ACHD has also required curb, gutters, and sidewalks along the frontage road, and to widen it so they can downgrade Floating Feather Road to a collector standard.

The amenities for this development include a total of 10.75 acres of open space. 10.63 acres of what is considered usable. The central common area will be 2.44 acres, and there will be an \$8 million facility which will include a clubhouse with fitness center, indoor swimming pool, outdoor swimming pool, locker rooms, gathering room, catering kitchen, workspace, pocket offices, conference room, an indoor beverage area, and outdoor beverage area. Outside, there will also be plazas, picnic gazebos, game areas, covered patios, sitting areas, four pickleball courts, two pocket parks, pathways, and a dog park.

There will only be single-story homes with two-car garages, though some wider lots may have three-car garages, utilizing different architectural and craftsman styles. They are asking for 10-foot rear setbacks. The front setback would remain the standard 20 foot from back of walk to the face of garage. There will be 35 feet of landscaping along Floating Feather Road, and 50 feet of landscaping along Highway 16.

The applicant is requesting early building permits for the clubhouse and their model homes. They will meet the fire department requirements of having fire flow, temporary street signs, and weathering surfaces.

Mayor Chadwick asked about secondary access. The applicant explained the 19.9 acres West Ada School District sold to the applicant goes to Pollard Lane. They have a rough concept of this 19.9 acres showing extensions of public streets to the west connecting to Pollard Lane. Deputy Fire Chief, Victor Islas reviewed the plan and said it would be acceptable. Mayor Chadwick asked if it would be a paved road. The applicant said



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there would be a minimum 20-foot gravel all weather surface to provide temporary interim vehicle access, then as they develop the property to the west, the roads will be extensions of public streets.

Mayor Chadwick asked if there would be a permanent road to Pollard Lane. The applicant stated yes. Mayor Chadwick asked for confirmation of two accesses points off the property. The applicant stated yes, there will be a collector that comes in and two access roads going west. They noted ACHD has accepted this as a public alley where these are alley loads. There are four private alleys and landscaping that separated the alley from adjoining lots.

Council Member Salmonsens asked if they were going to change the alleys to be private per ACHD recommendations. The applicant affirmed there will be four private alleys and one public, and they relabeled and revised their preliminary plat which was sent over to Shawn Nickel and Ryan Morgan.

There was a discussion about pedestrian pathways and Council Member Salmonsens asked whether the request for the five-foot sidewalks to be increased to seven-foot along the collector roads, including Floating Feather, the interior road, and the main entry would be acceptable. McKay stated it would.

Next there was a discussion about emergency services and plans for the future. Mayor Chadwick stated there is a plan for a fire station on Floating Feather, which will be right around the corner from this property. The construction will likely begin before the end of the year.

Council Member Keyes prompted a discussion regarding traffic currently on Floating Feather, and how much traffic is anticipated to decrease if there is no longer connectivity to Highway 16. He asked if there were any concerns about Old Floating Feather being the primary entrance when it doesn't meet City of Star standards. This included discussions about widening the road and putting in sidewalks on collector roads. Keyes was most concerned with there being no sidewalk gaps. It was mentioned ACHD has a special fund which concentrates on what they call 'safe routes to schools' intended to bridge gaps and install sidewalks, acquire additional rights-of-way and do widening to make it safer for people to bike and walk. Additionally, there was a discussion about talking with owners of neighboring properties about helping with these issues.

Council Member Salmonsens inquired about age restrictions for the 55 and older community. During the discussion it was explained it's illegal to restrict the age limit, but it can certainly be marketed toward encouraging a specific age group to buy within the community.

McKay confirmed she would agree to a condition being put in the Development Agreement concerning the street connection having potential to be a public street.

Mayor Chadwick closed the public hearing at 11:14pm and moved on to deliberation.



STAR CITY COUNCIL SPECIAL MEETING

Section 5, Item A.

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- Council Member Nielsen moved to approve the application with set conditions as stated by staff including Council Member Salmonsén's request to have five-foot sidewalks increased to seven feet wide. Council Member Keyes seconded the motion; Voice vote indicated all members signified aye. Motion carried.

Mayor Chadwick adjourned the meeting at 11:15pm.

8. ADJOURNMENT

Trevor A. Chadwick, Mayor

ATTEST: _____
Jacob M. Qualls, City Clerk / Treasurer



CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho
Tuesday, December 21, 2021 at 7:00 PM

1. CALL TO ORDER – Welcome/Pledge of Allegiance

Mayor Chadwick called the meeting to order at 7:00pm and led the Pledge of Allegiance.

2. INVOCATION – Brian Howard – The Cause Church

Pastor Brian Howard with The Cause Church offered the invocation.

3. ROLL CALL

Mayor Trevor Chadwick, Council President David Hershey, Council Member Michael Keyes, Council Member Jennifer Salmonsens and Council Member Kevin Nielsen were present.

Also present were Council Member – Elect Kevan Wheelock, City Contract Attorney Chris Yorgason, City Planner Shawn Nickel, Assistant City Planner Ryan Field, City Clerk / Treasurer Jacob Qualls, Public Information Officer Dana Partridge, Deputy City Clerk Meredith Hudson and Star Police Chief Zach Hessing.

4. CONSENT AGENDA (ACTION ITEM) **All matters listed within the Consent Agenda have been distributed to each member of the Star City Council for reading and study, they are considered to be routine and will be enacted by one motion of the Consent Agenda or placed on the Regular Agenda by request.*

- A. Approval of Claims Provided & Previously Approved December 1 - 14, 2021
- B. Final Plats: **Cresta Del Sol Subdivision #3 (FP-21-25)**
- C. Final Plats: **Cresta Del Sol Subdivision #4 (FP-21-26)**
- D. Final Plats: **Cresta Del Sol Subdivision #5 (FP-21-27)**

Mayor Chadwick noted items 4B, 4C and 4D would be removed from the Consent Agenda.

- Council Member Keyes moved to amend the agenda to add an action item after the Executive Session and stated the good faith reason was the city was waiting on an agreement from the legal firm and the agreement would be forthcoming and time was of the essence on this item. Council Member Salmonsens seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – aye. Motion carried.

- Council Member Keyes moved to approve the existing Consent Agenda Items of Item 4A only. Council Member Nielsen seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – aye. Motion carried.

5. PRESENTATIONS:

A. **Star Transportation Committee Pathways Presentation** - John Tensen

Star Transportation Committee Chair John Tensen introduced the Committee Members who had been working on the Pathways. He stated he as well as Steve Greene, Chris Todd, Jon Turnipseed and Richard Girard had been working on the Pathways as a Subcommittee of the Transportation Committee.



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Tensen and Greene gave an overview of the pathway plan that included location, purpose, types, legal considerations, order of magnitude of construction costs, maintenance costs and possible funding sources and recommendations.

Greene asked for questions or direction from the Council.

Mayor Chadwick commended them on the great job they are doing, noting that it is all volunteer work. Chadwick asked if they had received a copy of the master license agreement from Eagle and agreed to adopt the map.

Council Member Keyes expressed thanks to the committee for their professionalism and expertise in the years he has worked with them and is also in support of the plan.

Council Member Nielsen asked about the miles and funding.

Council Member Salmonsens was able to provide more specific numbers about the Boise greenbelt, staff, volunteers and maintenance costs. She also provided numbers for Eagle's greenbelt and pathway funding. Council Member Hershey asked about a master plan and impact fees.

City Attorney Chris Yorgason mentioned since the city already has a park impact fee in place, the city could update to include pathways or have a separate specific fee and funds only going to pathways.

6. PUBLIC HEARINGS with ACTION ITEMS:

A. **PUBLIC HEARING: Comprehensive Plan Amendment / South of the River Plan** The City Council of the City of Star, Idaho, will hear comments from the public concerning the proposed amendments to the Comprehensive Plan, which will add a section called the South of the River Plan.

This hearing was a continuation from December 7, 2021. Mayor Chadwick discussed there had been some questions and concerns about the plan and it is his opinion the Council should continue the hearing to allow staff to get the information out to the landowners to give them an opportunity to review and comment. City Planner Shawn Nickel noted that staff would have it out tomorrow.

Public Testimony

John Bottles, with Mark Bottles Real Estate Services 839 S Bridgeway Place, Eagle ID

Mr. Bottles explained he represents Beacon Crossing LLC, who owns approximately 53 acres within the subarea plan on the bench at French Joplin, east of CanAda Road. He stated he appreciates the work that has been done and his clients are overall supportive of the plan but an newspaper article given to them recently was the first they had heard about the project. They asked the Council to table the adoption of the plan and allow more time for comments. A few of their requests where a park is being depicted on Beacon Crossing property be deleted from the map, the language be amended as it relates to the

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illustrations of the park and state that the vision plan is illustrative in nature and not prescriptive, and the illustrated vision should not be used in making decisions regarding the individual development submittals and suggested the Council have clarifying language stating there is flexibility.

Council Member Keyes clarified the plan was a guideline but since it is the intention to have park land, they should not be removed but a line can be added that it is conceptual and not assigned to any specific parcel.

Council Member Nielsen started a discussion regarding how best for the city to determine at what stage the parks should become a reality on the map, rather than an illustrated concept since homeowners were reluctant to have it on their property. Mr. Bottles stated he concerned because they had not known about and been involved in the project, it suddenly landed on their property in the illustration.

Mayor Chadwick asked whether Bottles could be prepared by January 4, 2022, if it was tabled to give them more time.

Emily Mueller 839 S Bridgeway Pl, Eagle ID

Mrs. Mueller represents Northern Landholdings who is scheduled to purchase approximately 50 acres on the Northwest corner of Highway 16 and Chinden. She expressed gratitude on behalf of her client and referenced a letter submitted earlier in the day stating neither Mr. Brandt nor her client were aware of the plan, or the park shown until the weekend. She requested more time to review it to come up with mutually acceptable language regarding captions being added to this plan for applications to be submitted with a more global look at the area rather than individually. She noted while working with Meridian there was a similar request made for plans to be illustrative concepts not intended for explicit adherence in specific individual development applications.

Council Member Keyes echoed Council Member Nielsen's question, if language is included for plans to not be used as actual plans, what value do they have? Mueller reiterated these should be illustrative plans relied on for approaching landowners for a general vision and as a first step for how to move forward in getting in front of development rather than applications coming in and there be no room to negotiate due to conflicting plans.

Keyes asked if Mueller was familiar with a future land use map and whether she felt park lands should not be included. Mueller stated they felt many of the park locations would not serve the rest of the city and they would prefer to be able to find locations they could agree to. Once more she asked to have more time to look at the map in order to do this.

Richard Romer 5400 W Lesina Way, Meridian, ID

Mr. Romer stated he is a landowner that owns property next to the park that has been in his family for 80 years. He had no awareness of the plans until John Bottles mentioned it to him as he did not receive any



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communication regarding the plans. Romer has thought about selling a 13-acre portion of the property or building on a portion of it but does not know what the map means and is seeking clarification.

Mayor Chadwick stated he also has questions about the map.

Mr. Romer requested an explanation on what bench means when it comes to development of the land, stating he is fully supportive of the plans but is concerned about fair value for those who will lose opportunities or land. Mayor Chadwick and Romer then briefly discussed the bench and the height of Romer's land before asking Jennifer Gardener, who was on the line from Logan Simpson, to define bench and open spaces. She asked they circle back to her so she could determine the open space requirements.

Mayor Chadwick and Romer continued discussing the land and Mayor Chadwick asked Jenn to also explain the difference between open bench space and designated park space.

Council Member Keyes asked Mayor Chadwick to describe what the city did for outreach and mailing. Mayor Chadwick explained a mailer was sent out and they verified all of them did go out. He proposed the City possibly send out another mailer to give everyone a chance to look at the map. Additional proposals were for online and in person workshops to talk about the area with conceptual maps.

Ryan Field, Assistant City Planner with the City of Star, confirmed the addresses the mail was sent to are the tax addresses and verified John and Emily's addresses as correct when he met with them. He explained a letter was sent to every landowner, additionally three stake holder meetings with just the landowners were held. Additionally, flyers were sent to every deliverable address, were placed in post offices, and were placed on the website. He apologized the notifications had not been received and was not sure how to address this going forward. It was noted the original list had 119 parcels versus 131 now, with the differences being created due to lot splits, subdivision annexations, and lands that change ownership. A letter will be ready by tomorrow to go out, and while it is imperative it is done right so everyone has an opportunity to provide feedback, at some point a decision must be made to move forward even if someone is missed.

There was a discussion regarding established processes within every county and city for scenarios like this with it being noted they can't be responsible for what happens after letters go to the post office. Additionally, they discussed whether the mailers could be delivered by the post office before it shuts down.

Council Member Hershey confirmed with Mayor Chadwick the land was annexed.

- Council Member Hershey moved to table Comprehensive Plan Update until the 4th of January City Council Meeting; Council Member Keyes seconded the motion. All members signified aye. Motion carried.



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B. PUBLIC HEARING: Architectural Overlay for Commercial Business District the City Council of the City of Star, Idaho, will hear comments from the public concerning the proposed Architectural Overlay for the Commercial Business District in the City of Star.

This is a continuation Public Hearing from December 7, 2021.

Mayor Chadwick asked Council Member Keyes to discuss the purpose and intent of the architectural overlay before the Public Hearing is re-opened.

Keyes stated these comments are directed to people here and online about the planning effort the City of Star has undergone for the past three or four years which applies architectural standards for the commercial district and land to be developed as commercial property, light industrial or something other than single family residential on both sides of Highway 44 to the Boise River on Star Road. He pointed out the architecture in these locations currently has no common theme, and this will apply standards so commercial areas will look more cohesive and intentional with their design. This will not impact existing owners unless they choose to remodel, and it will take a while for the impact to be felt, but in the long run this will benefit Star in terms of creating more appealing commercial areas.

Mayor Chadwick closed the public hearing to move on to deliberations.

Keyes mentioned the only item he wanted to talk about is the boundary map. He explained the City Council has only discussed the map boundaries regarding them being dynamic as the same standard is used for both this district and the South of the River plans. He wanted to discuss with the council if the written boundaries ending at the river, applying north of the river, should be extended to city limits on the eastern side. Language states as city limits move it automatically extends the district. He asks if they should adopt this east of Highway 16 to existing city limits, which he proposes they do.

There was a discussion as to whether this needed to be reopened and Mayor Chadwick reopened the public hearing at 8:26pm.

Chris Todd with First Service Group in Green Mountain Resources and Planning, 53 N Plummer Star, ID
Overall, Mr. Todd hasn't discussed the CDB architectural overlay with his clients but does know they are bringing some elements into the designs. As for several clients bringing in traditional office space, he can't say if they are as well. As this was to procure small and midsize businesses, he asked for feedback on whether this will be a detriment in the future for large businesses. He did note the zoning doesn't match for his clients and the CDB district but wanted to make sure they can keep moving forward.

Keyes clarified the intent of the new district is not for zoning but is about exterior architectural styles and landscaping, with no restrictions for height.

There was a discussion regarding signage with it being determined this should not prohibit any large logos

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on the side of buildings, with it being noted that even when a building is part of a brand it can be modified to align with what the city is working toward. The language describing boundaries was also discussed.

Jennifer Gardener with Logan Simpson then spoke, addressing the signs first, confirming the signage section is meant to build on what's already in the code. As long as the Unified Development Code allows it, it is allowed to be done as far as heights, location, and size with the guidelines intended to speak to style. As to the boundaries, there has always been a lot of discussion about where the boundaries are. It has always been intended to encompass the CBD land use area not the CBD zone district, which may have caused confusion.

There was a discussion regarding the difference between CBD land use area and the CBD zone district, with a desire for clarifications on extensions outside the CBD zoning district and if they are designated CBD land use or not. There were also concerns that a vote was missed as these extensions seemed to be new developments. City Planner Shawn Nickel gave his opinion, stating this is a proposed overlay district which is different than either zoning or district maps so the boundaries can be whatever they decide, whether that extends beyond the CBD or only includes part of it.

Salmonsens expressed concern over the depth of 750 feet on either side and there was a discussion about this resulting in Mayor Chadwick asking if they should remove Item A.

Council Member Hershey had a question about the city boundaries on the east and west side. There was a discussion regarding boundaries and what would happen if they extended beyond the city limits, including if small changes could possibly cause issues with others. Overall, there was concern about making sure people have a chance to review it, while making sure there were architectural standards in place.

Mayor Chadwick closed the public hearing at 8:48pm to move on to deliberations.

Nielsen proposed they stay with the architectural overlay as applied to CBD and any desire to extend beyond that can be done at a different time.

Mayor Chadwick confirmed the removal of Item A, Article G.

- Council Member Nielsen moved to adopt this plan limiting its boundary to existing central district business and removing Item A, 3G1A from the code; Council Member Keyes seconded the motion. All members signified aye. Motion carried.

It was determined the zoning district standards update needed to be adopted by ordinance.

- Council Member Nielsen moved to suspend the rules requiring three separate readings on three separate days and read by title only once; Council Member Keyes seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye, and Nielsen – aye. Motion carried.

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- Council Member Nielsen moved to adopt Architectural Overlay Commercial Business District Ordinance Zoning Standards and read the title; Council Member Keyes seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Nielsen – aye, Salmonsens – aye. Motion carried.

C. PUBLIC HEARING on the Unified Development Code Updates & Additions: The City Council of the City of Star will hear comments from the public concerning the proposed Amendments to the Unified Development Code, Updating Title 8, Chapter 1 through Chapter 8: Updates to include Administrative and Regulatory Processes, Application Criteria, Implementation, Purposes, Definitions, Applicability, Zoning District Standards and Regulations, Specific Use Standards, Subdivision Regulations, Planned Unit Developments, Design and Development Standards for Signs, Bicycle Parking, Landscape and Buffer Area Standards, Lighting and Street Light Standards, Sidewalk Standards Update; and Establishment of Design Review and Development Standards of a Horizontal Apartment / Build to Rent Ordinance; Establishment of City Impact Ordinance.

Mayor Chadwick opened the hearing at 8:52pm.

City Planner Shawn Nickel summarized updates and discussed the red lined items in the Universal Development Code before the council.

Page 1 – Duties and Authority

There was a discussion regarding adding: interpretation of vagueness shall be bias toward the citizens of Star and not developer preferences. It was stated doing this would give administrators a tool to push back against developers who want their interpretation of vagueness to be used. City Attorney Chris Yorgason gave input stating he didn't feel the additions were necessary and felt "E" could be done away with entirely as staff should already be prioritizing the interest of the city/citizens and the definitions of certain terms within it were too vague. It was determined "E" would be removed.

Page 5 – Update

Updates included adding Canyon Highway District 4, discussing sign removal fines, and updating the public hearing process. There was no discussion.

Page 11 – Reposting Costs

There was no discussion aside from proposing minor grammatical alterations to the text.

Page 14 – Zoning Certificate for Horizontal/Build to Rent

There was no discussion as this would be brought up later and could be discussed then.

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Page 20 – Updates

Updates clarifying definitions of when streetlights need to be in place and energized prior to building permits being issued upon request from the fire department to enable them to find locations more easily. There was no discussion.

Page 26 – Updates

Updates adding Canyon Highway District 4. There was no discussion.

Page 32 – Build to Rent Definition

There was a discussion regarding concerns that nonprofessional owners of multiple homes intended for rental only may be able to bypass the code by stating they are not professionally managed, and that using common ownership would be the key to preventing this. It was determined the text should be altered to state, “of single-family residences offered for rental only by a common owner, including single family detached homes and townhouses.”

Page 34 – Commercial Definition – Built to Rent

There was a discussion regarding potential conflicts in residential land uses being used for commercial purposes. More time was needed to define horizontal apartments and it was determined the Council would come back to this.

Page 40 – Horizontal Apartments Definition

There was a discussion regarding the definition of horizontal apartments which resulted in the definition being determined to be the same as build to rent.

Page 41 – Large Scale Definition

There was a discussion regarding where large scale is used in terms of commercially.

Page 43 – Management Company Definition

There was a discussion regarding whether there is conflict with the Homeowners Association (HOA) code, with a change needed to exclude HOAs. It was also discussed whether a definition about management company needed to be determined now. More time was needed to discuss this at length.

Page 44 – Multi-Family Definitions

Additions were made to the definitions of multi-family developments and multi-family dwellings. There was a discussion on whether this would solve the definition problem with build to rent or horizontal apartments, due to it simplifying the rest of the paragraphs. There was also more discussion about definitions for duplexes and multiplexes. It was determined this would need to be discussed further after looking at codes.

Page 58 – PLACE HOLDER FOR RC River Center Zoning District

There was no discussion.

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Page 62 – Horizontal Apartments/Build to Rent Land Use Designation

There was no discussion.

Page 66 – Setbacks/Waivers

There was a discussion regarding the safety challenges with setbacks smaller than 7 feet as well as whether other smaller setbacks would work, along with accessory structures. It was determined there would be a 10 foot minimum in R4-R5, which is desired by the fire department, and that for R6-R12 it would be 7 foot. It was also noted if there are too many buildings of a certain height, they will need to buy a ladder truck. Waivers were done away with.

A five-minute recess was taken at 9:47pm.

At 9:53pm the meeting was called back to order.

Mayor Chadwick suggested the City Council table this until January 4th to continue the process as there a lot more items to get through. It was determined one more item needed to be discussed.

Page 67 – Spite Strip Definition Revised

There was a favorable discussion regarding a possible amendment to put people on notice for spite strips, many of which were approved before Star was even a city, to say existing spite strips are subject to imminent domain by the City of Star if they were result in blocking of services or development including but not limited to sewer, water, streets, or utilities. It was determined it doesn't necessarily need to be done but it may be beneficial to notify people.

Page 70 – Transitional Lots

There was a brief discussion regarding 2 tables that were initially discussed a year ago concerning transitional lots adjacent to special transitional overlay districts. Along with this, there was also a brief discussion on minimum pool sizes. It was determined this would need further discussion.

- Council Member Nielsen moved to end this public hearing taking no action and that we take these things under consideration in future workshop and future public hearings; Council Member Salmonsén seconded the motion. All members signified aye. Motion carried.

There was clarification a workshop would be done and then this would be republished for a new public hearing. It was also noted letters would be accepted to be included with the workshops, and there will be a grandfather clause for subdivisions recently approved under the old code.



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D. PUBLIC HEARING: Amazon Falls Development Agreement Modification (DA-21-26 MOD) The City Council of the City of Star, Idaho will hear comments from the public concerning the Amazon Falls Development Phase #3 Development Agreement Modification.

Mayor Chadwick opened the public hearing at 10:01pm and asked the Council Members if they've had any ex parte contact. All members confirmed they had none.

Chris Todd, Green Mountain Resources and Planning, 53 N Plummer Star, ID

Mr. Todd discussed Junction Crossing and working with clients on rebranding Amazon Falls, discussing the various phases, including current construction schedules and estimated finish dates. He, his company, and clients are in contract with large companies that would like to build and relocate to Junction Crossing. Mr. Todd stated he has signed a Non-Disclosure Agreement (NDA) and cannot confirm or deny who the companies are but would like to discuss allowing certain uses such as an increasing the height limit to 58 feet, and then a reduction of the parking requirement.

He discussed the specifications for various brand destination stores and the goals desired floor by floor, with the upper floors intended for business and staff while the lower floors are for retail, restaurant and / or entertainment uses, for the company considering the space. Specifically, this company would like to have a restaurant and bar with an entertainment area. He referenced brand destination stores being very popular and can bring in tourists. The building would be 3 stories at 54 to 58 feet in height. Todd explained while it does seem large for Star, it would be good for the area in terms of commercial growth and progress, stating it would not be hazardous for any other buildings.

Mr. Todd discussed phase 4 indicating it will tie into what they are currently doing, discussed square footage, number of floors, and intentions for spaces in the building. Todd explained the desire for a reduction in parking in 25% due to the downstairs floors being a destination retail store and restaurant open for lunch, dinner, and weekends. As the consumers would be visiting in the evenings and weekends, there would be no overlap of needed parking with the workers on the upper floors. He stated having these two buildings come in will be cost effective, the buildings will be harmonious with each other through design and architecture, while also expressing excitement about bringing commercial growth to the area.

Council Member Nielsen requested the floor to discuss a potential for ex parte contact. Nielsen explained when this contact started, he did not realize what it was for but now needs to disclose he does. He had a conversation with the applicant or its partners in early November and did receive some merchandise to test. He stated he can recuse himself or return merchandise if necessary.



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City Attorney Chris Yorgason questioned Nielsen and verified neither he nor any of his relatives have a financial interest in the company and the merchandise was given before they knew he was a Council Member. He also verified Nielsen did not feel bias. Nielsen did note he had told some people about this prior to his knowledge of the application, including the Mayor but did not discuss with any other Council Members.

Yorgason determined because there was no financial interest, bias, or discussion about the actual application, he saw no reason Nielson would need to recuse.

Council Member Nielsen asked for input from the other Council Members, and all replied they were comfortable with him not being recused.

There was a discussion regarding the height ordinance and lack of ladder firetruck in Star with it being noted the ladder truck in Eagle would be able to service the area if needed. In addition, the reduction in parking spaces was discussed along with the location of the sign on the property.

Keyes further had questions about the indoor shooting range, whether it will be open to the public, and what floor it will be on. Todd explained it will be open to the public and was included as it has been part of discussions and they are still determining if it can be included as part of the lower floors.

Council Member Salmons referenced the uses for bar, tavern, lounge, drinking establishment and expressed concern about the church across the street and whether it is further than 300 ft. Todd confirmed the opening to the establishment can be placed 300 ft away on the north or north-west side of the building and they can also obtain a waiver but doesn't believe they have to. Mayor Chadwick also mentioned the highway being a barrier between the two, which has been taken into consideration.

Linda Wojcik, 3484 N Tansy Place Star, ID

Mrs. Wojcik expressed concern about the application being an entertainment venue, and questioned what is the anticipated number of people coming in for events, because if there is also a restaurant, bar, shooting range, and people possibly working late, where would the overflow parking go?

Todd thanked Wojcik, confirming there will be a restaurant and bar but in terms for entertainment it would be more of the restaurant having live music rather than a concert. He reiterated the uses will make it so there will be enough parking spaces in the evening and weekends to accommodate patrons. Mr. Todd also noted phase 4 will have a large amount of parking, which could become overflow parking in the future.

Mayor Chadwick closed the public hearing at 10:38 pm.

Keyes expressed concern about the height of the building but stated if the Fire Chief is comfortable with it, he will not oppose it.

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- Council Member Keyes moved to approve the second amendment to the Amazon Falls mixed use development agreement; Council President Hershey seconded the motion. Council Member Keyes amended his motion to include the 25% reduction in parking and the height variance to 58 ft. Council Member Hershey seconded the amended motion.

Mayor Chadwick asked if there was any further discussion.

Council Member Nielsen referenced the applicant stating the applicant could likely get 15-17 more parking spaces and asked if the council is interested in asking him to take that step. They discussed the reduction and spaces.

- Council Member Nielsen amended his motion to include the 25% reduction plus an additional 10 on top of that and that the applicant will work with the adjoining property on a cross parking agreement; Council Member Hershey seconded the amended motion. All members signified aye. Motion carried.

7. ACTION ITEMS:**A. Air Quality Board Appointment - David Bivins**

- Council Member Salmonsens moved to approve David Bivins to the Air Quality Board, Council Member Keyes seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – aye. Motion carried.

B. 2021 Provisional Beer / Wine License Approval: Albertsons

- Council Member Nielsen moved to approve the Albertsons Provisional Beer / Wine License. Hershey seconded the motion. All members signified aye. Motion carried.

C. ACHD Temporary License Agreement - Authorization for the City to Sign

Council Member Salmonsens stated the agreement with ACHD needs modified to indicate the appropriate location of Main and Highway 44 as the original draft agreement indicated the box wrap at Star Road and Highway 44 which had already been wrapped beautifully.

- Council Member Salmonsens moved to approve the Agreement and Authorize the Mayor to sign the agreement with the noted changes. Council Member Keyes seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – aye. Motion carried.

D. Ordinance 348: Stargazer Subdivision Annexation & Development Agreement
Removed**E. Ordinance 349: Stardust Subdivision Rezone & Development Agreement**
Removed

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F. **Open Containers Ordinance** - An ordinance, amending Titles 4 and 6 of the Star City Code, adding Open Containers in Public Section; Modifying Park Regulations and Providing an Effective Date
Council Member Keyes received input from the Council previously and the Council sent the ordinance back to city staff with suggested changes.

Chief Hessing visited with Council Member Keyes on the ordinances in place to get a sense of the state of the ordinances and the changes proposed.

Council Member Nielsen said he disagreed with the city creating a new venue for alcohol consumption on the basis that if problems happen they will be addressed after the fact. He believes we are creating situation where that is more likely to happen. Council Member Keyes replied that this is already happening and the ordinance provides more tools for our police to respond accordingly.

- Council Member Keyes made a motion to amend the draft ordinance with the following changes: take the language from section 4-9-3e and apply it to section 4-9-2e, add the words "by permit" and "except in any city park parking lot, restroom, or within 75 feet of the skatepark and playgrounds, or within 200 feet of any sanction youth league sporting events. Council Member Hershey seconded. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – nay. Motion carried.
- Council Member Keyes moved to suspend the rules requiring three separate readings on three separate days and read by title only once; Council Member Hershey seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – aye. Motion carried.
Keyes read the title of the ordinance
- Council Member Keyes moved to approve the ordinance after this first reading; Council Member Hershey seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – nay. Motion carried

G. **Canyon County / City of Star Area of Impact Agreement** - Approving the Canyon County Committee of Nine DRAFT Ordinance outlining the terms of the agreement

Council Member Keyes explained the Committee of Nine had recommended approving the Area of Impact and map created by the Committee of Nine. By the city approving the recommended Ordinance changes, Canyon County can move forward with the Area of Impact Implementation.

- Council member Keyes moved to approve the Canyon County suggested changes to the Star Area of Impact Ordinance and Committee of Nine Approved Star Area of Impact Map; Council Member Keyes seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – aye. Motion carried.



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8. Executive Session 74-206(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

- Council Member Neilsen moved to go onto Executive Session under Idaho Code 74-206(f) to communicate with legal counsel for the public agency to discuss the legal ramifications for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Council member Hershey seconded the motion. ROLL CALL VOTE: Hershey – aye, Keyes – aye, Salmonsens – aye and Nielsen – aye. Motion carried.

Mayor and Council entered Executive Session at 11:05 pm.

*** AMENDED AGENDA (December 21, 2021, 9:57am) ACTION ITEM: Authorization of certain actions after Executive Session**

No action taken.

9. ADJOURNMENT

Mayor Chadwick adjourned the meeting.

ATTEST:

Trevor A. Chadwick, Mayor

Jacob M. Qualls, City Clerk / Treasurer

* ... Over spent expenditure

Claim/	Check	Invoice #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash
125	2502	03/10/22 15 ACTION PLUMBING Blake Park toilet adjustment	150.00 150.00			10		41540	435		10110
		Total for Vendor:	150.00								
108		21 ADA COUNTY LANDFILL Landfill fees	145.63 31.53*			10		41540	411		10110
		Landfill fees	15.95*			10		41540	411		10110
		Landfill fees	15.00*			10		41540	411		10110
		Landfill fees	68.15*			10		41540	411		10110
		Landfill fees	15.00*			10		41540	411		10110
		Total for Vendor:	145.63								
126	JPA	02/22/22 22 ADA COUNTY PROSECUTORS OFFICE March 2022 Prosecutions Contra	2,500.00 2,500.00*			10		42110	322		10110
		Total for Vendor:	2,500.00								
106	096627	03/08/22 23 ADA COUNTY SHERIFF'S OFFICE Police Services March 2022	126,565.00 126,565.00			10		42110	365		10110
		Total for Vendor:	126,565.00								
104	03/11/22	139 BITTER BRINLEIGH Volleyball Referee	90.00 90.00			10		44021	353		10110
		Total for Vendor:	90.00								
122	27783	03/04/22 106 BLACK MOUNTAIN SOFTWARE Receipt Printer	1,125.00 900.00*			10		45110	751		10110
		Cash Drawer	225.00*			10		45110	751		10110
		Total for Vendor:	1,125.00								
134	February 2	03/04/22 159 CANYON COUNTY CLERK Prosecution Svcs February	100.00 100.00*			10		42110	322		10110
		Total for Vendor:	100.00								

* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash
				Line \$								Account
121		172 CENTURY LINK		194.51								
	130B	02/16/22 Internet		65.35			10		41810		419	10110
	228B	02/16/22 Internet		129.16			10		41810		419	10110
		Total for Vendor:		194.51								
135		184 CINTAS		202.80								
	4112390986	03/03/22 City Hall 4X6 Active Scrap		16.00*			10		41540		344	10110
	4112390986	03/03/22 City Hall 3X5 Xtrac Mat On		12.00*			10		41540		344	10110
	4112390986	03/03/22 City Hall 4X6 Xtrac Mat On		10.00*			10		41540		344	10110
	4112390986	03/03/22 City Hall 3X10 Xtrac Mat O		6.00*			10		41540		344	10110
	4112390971	03/03/22 Riverhouse 4X6 Active Scra		8.00*			10		41540		344	10110
	4112390971	03/03/22 Riverhouse 3X5 Xtrac Mat O		29.50*			10		41540		344	10110
	4112390971	03/03/22 Riverhouse 4X6 Xtrac Mat O		13.49*			10		41540		344	10110
	4112390971	03/03/22 Riverhouse 4X6 Logo Mat		6.41*			10		41540		344	10110
	4113078974	03/10/22 City Hall 4X6 Active Scrap		16.00*			10		41540		344	10110
	4113078974	03/10/22 City Hall 3X5 Xtrac Mat On		12.00*			10		41540		344	10110
	4113078974	03/10/22 City Hall 4X6 Xtrac Mat On		10.00*			10		41540		344	10110
	4113078974	03/10/22 City Hall 3X10 Xtrac Mat O		6.00*			10		41540		344	10110
	4113078973	03/10/22 Riverhouse 4X6 Active Scra		8.00*			10		41540		344	10110
	4113078973	03/10/22 Riverhouse 3X5 Xtrac Mat O		29.50*			10		41540		344	10110
	4113078973	03/10/22 Riverhouse 4X6 Xtrac Mat O		13.49*			10		41540		344	10110
	4113078973	03/10/22 Riverhouse 4X6 Logo Mat		6.41*			10		41540		344	10110
		Total for Vendor:		202.80								
101		190 CLEARFLY		223.94								
	inv410400	03/14/22 Telephone Services		223.94			10		41810		416	10110
		Total for Vendor:		223.94								
116		263 DUDE SOLUTIONS INC		12,818.08								
	106049	03/01/22 SmartGov Annual License		11,880.19*			10		41510		751	10110
	106049	03/01/22 SmarGov Merchant Services		937.89*			10		41510		751	10110
		Total for Vendor:		12,818.08								

* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash
				Line \$								Account
117	113078	11/18/21 Zip Ties / Tape	300 FASTENAL	121.56			10		41540	431		10110
				121.56*								
			Total for Vendor:	121.56								
123	24514	03/01/22 Fiber Optic Internet Service	302 FATBEAM, LLC	1,640.50			10		41810	419		10110
				1,640.50								
			Total for Vendor:	1,640.50								
128	208729	03/01/22 Pub Hearing South of the River	399 IDAHO PRESS TRIBUNE	246.09			10		41510	530		10110
	212270	03/11/22 Pub Notice Annex 345-2022		46.26*			10		41510	530		10110
				199.83*								
			Total for Vendor:	246.09								
113	*30002	03/03/22 City Hall	421 INTERMOUNTAIN GAS COMPANY	740.75			10		41810	414		10110
	*10001	03/03/22 B&G Shop-1310 N Little Camas		373.34			10		41540	414		10110
	30001	03/03/22 Old City Hall (Outreach)		285.46			10		41810	414		10110
				81.95								
			Total for Vendor:	740.75								
109	184166	RI 03/04/22 Lidar Gun (2)	975 LASER TECHNOLOGY INC	2,190.00			10		42110	365		10110
				2,190.00								
			Total for Vendor:	2,190.00								
110	03/11/22	Volleyball Referee	972 MAY BRITNEY	60.00			10		44021	353		10110
				60.00								
			Total for Vendor:	60.00								
103	2717895	03/01/22 Fire Alarm Insp 3/1-3/31/22	635 MOUNTAIN ALARM	70.00			10		41810	344		10110
	2717895	03/01/22 Fire Alarm Monitoring 3/1-3/3		15.00			10		41810	344		10110
	2717894	03/01/22 Security Backup 3/1-3/31/22		27.50			10		41810	344		10110
	2717894	03/01/22 Security Monitoring 3/1-3/31/		11.00			10		41810	344		10110
				16.50								
			Total for Vendor:	70.00								

* ... Over spent expenditure

Claim/	Check	Invoice #/Name/ Vendor #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
132	059176	642 NAPA AUTO PARTS 02/22/22 Wheel chock	20.49 20.49			10	41540	437			10110
		Total for Vendor:	20.49								
140	7067	656 OFFICE SAVERS ONLINE 02/18/22 File Folders	80.21 58.76			10	41810	611			10110
	7080	02/23/22 Writing Pads	21.45			10	41810	611			10110
		Total for Vendor:	80.21								
114	25362	683 PHONE WORKS 03/01/22 Protection Plan Coverage	439.00 439.00			10	41810	416			10110
		Total for Vendor:	439.00								
115	112049T-1	686 PORTAPROS 02/04/22 Damage Waiver	528.80 6.00*			10	41540	411			10110
	112049T-1	02/04/22 ADA RESTROOM	10.00*			10	41540	411			10110
	112049T-1	02/04/22 WEEKLY SERVICE ADA COUNTY	248.40*			10	41540	411			10110
	112490-1	03/04/22 DAMAGE WAIVER	6.00*			10	41540	411			10110
	112490-1	03/04/22 ADA RESTROOM	10.00*			10	41540	411			10110
	112490-1	03/04/22 WEEKLY SERVICE ADA COUNTY	248.40*			10	41540	411			10110
		Total for Vendor:	528.80								
141	001217937	707 REPUBLIC SERVICES INC 02/28/22 Blake Haven Park Waste Pick	708.47 69.54*			10	41540	411			10110
	001217937	02/28/22 Blake Haven Park Waste Rent	12.68*			10	41540	411			10110
	001217839	02/28/22 Star City Hall Waste Pickup	92.84*			10	41540	411			10110
	001217839	02/28/22 Star City Hall Waste Rental	12.68*			10	41540	411			10110
	001217839	02/28/22 Star City Hall Recycle Pick	7.33*			10	41540	411			10110
	001217839	02/28/22 Star City Hall Recycle Rent	2.63*			10	41540	411			10110
	001217003	02/28/22 River Park Waste/Rec. Overa	14.81*			10	41540	411			10110
	001217003	02/28/22 River Park Waste Pickup	92.84*			10	41540	411			10110
	001217003	02/28/22 River Park Waste Rental	12.68*			10	41540	411			10110
	001216987	02/28/22 Star River Access Waste Pic	71.57*			10	41540	411			10110
	001216987	02/28/22 Star River Access Waste Ren	2.95*			10	41540	411			10110
	001216861	02/28/22 Hunters Crk Maint. Waste PU	92.84*			10	41540	411			10110
	001216861	02/28/22 Hunters Crk Maint. Waste Re	12.68*			10	41540	411			10110

* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash
				Line \$								Account
	001216861	02/28/22	Hunters Crk Snack Shack W P	94.03*			10	41540	41540	411		10110
	001216861	02/28/22	Hunters Crk Snack Shack W R	11.17*			10	41540	41540	411		10110
	001216861	02/28/22	Hunters Crk Prking Lot 1 W	94.03*			10	41540	41540	411		10110
	001216861	02/28/22	Hunters Crk Prking Lot 1 WR	11.17*			10	41540	41540	411		10110
			Total for Vendor:	708.47								
144	5755-2	03/04/22	5 Gal White Interior Paint	2,854.82			10	41540	41540	434		10110
	5755-2	03/04/22	40% Discount	5,013.60			10	41540	41540	434		10110
	72894	02/28/22	Credit 9/22/21 Ref # 72894	-2,005.44			10	41540	41540	434		10110
			Total for Vendor:	2,854.82								
130	830	03/03/22	805 STAR CHAMBER OF COMMERCE	150.00			10	41810	41810	570		10110
	830	03/03/22	Membership Public Utilities	150.00								
			Total for Vendor:	150.00								
118	11023974	11/30/21	826 STATEFIRE DC SPECIALTIES	175.50			10	41540	41540	431		10110
	11023974	11/30/21	Air / Water Gauges	55.50*			10	41540	41540	431		10110
	11023974	11/30/21	control valve signs	10.00*			10	41540	41540	431		10110
			Total for Vendor:	175.50								
111			976 THE KILTED KOD	115.00								
			Customer was charged for a Certificate of Zoning and should have been charged for a Temporay Use Permit									
		03/10/22	Refund - Certificate of Zoning	115.00*			10	41510	41510	698		10110
			Total for Vendor:	115.00								
145	08085238	02/15/22	898 TREASURE VALLEY COFFEE	110.00			10	41810	41810	611		10110
	08085238	02/15/22	Water 5 gal btl (qty - 6)	34.20			10	41810	41810	611		10110
	08085238	02/15/22	Water 40/16.9oz case (qty -	14.00			10	41810	41810	611		10110
	08085238	02/15/22	Water Cooler H/CRent (qty -	39.00			10	41810	41810	611		10110
	08040157	02/15/22	Water 5 gal btl (qty - 4)	22.80			10	41810	41810	611		10110
			Total for Vendor:	110.00								

* ... Over spent expenditure

Claim/	Check	Invoice #/Name/ Vendor #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
119	109510	933 VANGUARD CLEANING 11/30/21 Extra Day of Cleaning	160.00 160.00*			10 41540	344	10110
137	111921	933 VANGUARD CLEANING 02/28/22 Extra Day of Cleaning	587.50 80.00*			10 41540	344	10110
	111927	02/28/22 February Park Restrooms	107.50*			10 41540	344	10110
	112446	03/01/22 Monthly Services City Hall	200.00*			10 41540	344	10110
	112055	03/01/22 Monthly Services Riverhouse	200.00*			10 41540	344	10110
		Total for Vendor:	747.50					
107	9900848088	935 VERIZON 03/09/22 City Cellular Phones	509.09 509.09			10 41810	416	10110
		Total for Vendor:	509.09					
143	150120	1030 WHITE PETERSON 02/28/22 Middleton DeclaratoryJudgement	5,232.86 5,232.86			10 41310	323	10110
		Total for Vendor:	5,232.86					
127	724860259	962 XEROX 03/01/22 Copy Machine Meter Usage/Bl	102.85 9.95			10 41810	611	10110
	724860259	03/01/22 Copy Machine Meter Usage/Co	92.90			10 41810	611	10110
		Total for Vendor:	102.85					
105	03/11/22	551 ZIEGENFUSS LORNE A Volleyball Referee	90.00 90.00			10 44021	353	10110
		Total for Vendor:	90.00					
129	1652	968 ZWYGART & ASSOCIATES PC 03/04/22 End of Year Documents	650.00 450.00			10 41810	326	10110
	1704	03/04/22 End of Year Documents	200.00			10 41810	326	10110
	1714	03/04/22 End of Year Documents	0.00			10 41810	326	10110
		Total for Vendor:	650.00					
		# of Claims	35					
		Total:	161,698.45					

Fund/Account	Amount
10 General 10110 ICCU GEN CHECKING #3766	\$161,698.45
Total:	\$161,698.45

Trevor Chadwick _____
David Hershey _____
Kevan Wheelock _____
Jennifer Salmons _____
Kevin Neilsen _____
Approval Date: MARCH 15, 2022
Date Paid: _____
Clerk / Treasurer Office: _____



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: City of Star Planning Department *Shen T. Muth*

MEETING DATE: **March 15, 2022**

FILE(S) #: FP-21-33, Final Plat, Wildrye Creek Subdivision Phase 3
FP-21-34, Final Plat, Wildrye Creek Subdivision Phase 4

REQUEST

Applicant is seeking approval of a Final Plat for Wildrye Creek Subdivision, Phase 3 consisting of 45 residential lots and 7 common lots on 10.98 acres and Phase 4 consisting of 47 residential lots and 10 common lots on 20.88 acres. These phases are located in the northern and southern portions of the approved preliminary plat, on N. Can Ada Road in Star, Idaho. The subject property is generally located on the east side of N. Can Ada Road, approximately ¼ mile south of W. New Hope Road. Ada County Parcel Number S0406325410.

REPRESENTATIVE:	APPLICANT:	Owner:
Corrine Graham Civil Site Works, LLC PO Box 6059 Boise, Idaho 83707	Toll Southwest, LLC 3103 W. Sheryl Drive Meridian, Idaho 83642	Toll Southwest, LLC 3103 W. Sheryl Drive Meridian, Idaho 83642

PROPERTY INFORMATION

Land Use Designation -	Residential R-3-DA	
	Phase 3	Phase 4
Acres -	10.98 acres	20.88 acres
Residential Lots -	45	48
Common Lots -	7	9

HISTORY

2007 Council approved applications for Annexation and Zoning (AZ-07-06) and Preliminary Plat (PP-07-05) and a Development Agreement for Taurus

Village Subdivision. The preliminary plat was approved for 168 single family residential lots.

April 6, 2021 Council approved applications for a new Preliminary Plat (PP-21-02) and a Development Agreement Modification (DA- 21-01-MOD) For Wildrye Creek Subdivision. Preliminary Plat was approved for 169 single family residential lots.

October 12, 2021 Council approved applications for the Final Plats of Wildrye Creek Subdivision, Phases 1 & 2. (FP-21-20, FP-21-21). Phase 1 included 43 residential lots and 10 common lots on 14.85 acres. Phase 2 included 33 residential lots and 8 common lots on 10.15 acres.

GENERAL DISCUSSION

The Final Plat layout for Phase 3 & 4 generally complies with the approved Preliminary Plat.

Staff Reviewed Comments from the Preliminary Plat Approval/Findings of Fact:

Lot sizes as listed on the preliminary plat range in size from 6,050 square feet to 14,619 square feet, with an average buildable lot area of 8,508 square feet. The subdivision is proposed to develop in ten (10) phases. The Applicant has provided a variety of lot widths and depths for several different housing plans and types.

The applicant has indicated that the development will contain a total of 11.93 acres (20.98%) of open space, of which 7.52 acres (13.23% is usable open space.

The current Zoning Ordinance requires one site amenity for each 20-acres of development area and for each 75 units (total of 4 amenities is required). Proposed amenities within the development include the following:

1. Swimming Pool
2. Pool House
3. Tot Lot
4. Gazebo
5. Pocket Park
6. Pathways throughout

As part of the landscape plan provided to the City, landscaping is depicted in the open space areas and along the exterior roadways within common area lots, with street trees being proposed within the front yards of the residential lots. The proposed street tree locations are consistent with the UDC, Chapter 4, Section B-7 C-3 Street Trees, requiring a minimum density of one (1) tree per thirty-five (35) linear feet.

Sidewalks - Sidewalks are proposed at five-foot (5') widths and will be detached throughout the overall subdivision with an 8' landscape strip.

Pathways

- Proposed 8 ft asphalt pathway along the Drainage District No. 2 Drain, that will be open to the public and connect Can Ada Road to Craftsman Estates subdivision. Pathway will include benches and landscaping.
- Proposed internal, private, natural gravel pathway along the southern boundary of the property following the Middleton Canal.

Proposed Setbacks: Preliminary Plat was approved with the setbacks originally approved in the 2007 Development Agreement. Those approvals are listed below.

Minimum Street Frontage	Minimum Front Yard Setback	Minimum Rear Yard setback	Minimum Interior Side Setback	Minimum Street Side Setback
35'	15' to living space 20' to garage space	15'	5' (1 & 2 stories)	15'

Staff analysis of Final Plat Submittal:

Lot Layout – The gross density of Phase 3 is 4.10 du/acre, with lots ranging in size from 6,050 square feet to 14,786 square feet. The gross density of Phase 4 is 2.25 du/ac, with lots ranging in size from 8,050 square feet to 15,081 square feet. This is aligned with the Preliminary Plat. *With the submission of Phases 3 & 4, the subdivision will have 169 residential lots platted. This is the approved amount from the preliminary plat. There are zero additional residential lots available in this development.*

Common/Open Space and Amenities - To be completed in these phases:

- Pathway between Drainage Ditch No. 12 and Middleton Mill Canal
- Natural Pathway along the Middleton Mill Canal
- Large Open, Landscaped Common Area
- Pathway Connecting to Phase 1 Amenity
- Open Play Area

Mailbox Clusters – Approval was given by Star Postmaster, Mel Norton on January 21, 2021 to place the mail cluster on lot 1 Block 5 for all phases of the development. This is the same lot as the pool and pool house and the proposed mail cluster looks to be located to the east of the pool on the north of the parking lot. The approval letter is included in the application packet.

Streetlights – Applicant has proposed using a DSS or similar LED light that has a downward facing fixture and a flush head. These are the City suggested lights and will meet the “Dark Sky” criteria. The same streetlight design shall continue throughout the entire development.

Street Names – Ada County modified a couple of street names since the preliminary plat was approved, impacting Phases 2 and 3. N. Desert Lily Ave was changed from one word to two, Desert Lily. This change has been reflected on the final plat submitted with this application. Phase 4, W. Twinflower Ave. was changed to N. Twinflower Ave. W. Wildthistle Dr was changed to two words, Wild Thistle. These changes are reflected on the submitted plat.

Subdivision Name – Wildrye Creek subdivision was confirmed by Ada County Development Services on December 15, 2020. The supporting documentation is in the application packet.

Landscaping - As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use “Treasure Valley Tree Selection Guide”, as adopted by the Unified Development Code. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. **The submitted landscape plan appears to satisfy these requirements.**

Fiber Optic Conduit – **The City has been requiring newly approved subdivisions to install a 2” (High Density Polyethylene) HDPE SDR-11 roll pipe in the shared utility trench to be used for future fiber optic telecommunication cables. The Wildrye Creek Subdivision Preliminary Plat was approved prior to the establishment of this policy. Staff recommends that the developer provide this within all phases of the development. A condition of approval has been placed on this final plat approval.**

PUBLIC NOTIFICATIONS

Notifications of this application were sent to agencies having jurisdiction on February 3, 2022

February 4, 2022	Central Dist. Health	Standard Response
February 11, 2022	DEQ	Standard Response
February 2 & 9, 2022	Keller & Associates	Checklists

FINDINGS

The Council may **approve, conditionally approve, deny** or **table** this request. In order to approve this Final Plat, the Unified Development Code requires that Council must find the following:

- A. The Plat is in conformance with the Comprehensive Plan.
The Council finds that this subdivision upon Preliminary Plat approval was in conformance with the Comprehensive Plan; no changes have been made to change this status.
- B. Public services are available or can be made available and are adequate to accommodate the proposed development.
Staff finds that all public services are available and able to accommodate this development.

C. There is public financial capability of supporting services for the proposed development.
Staff knows of no financial hardship that would prevent services from being provided.

D. The development will not be detrimental to the public health, safety or general welfare; and,
Staff finds no facts to support that this subdivision phase will be detrimental to the public health, safety or general welfare.

E. The development preserves significant natural, scenic or historic features.
Staff finds that existing conditions have not substantially changed from the approved Preliminary Plat of this subdivision.

CONDITIONS OF APPROVAL

- 1. Owner/Developer will agree to install a 2" (High Density Polyethylene) HDPE SDR-11 roll pipe in the shared utility trench to be used for future fiber optic telecommunication cables.**
- 2. Per the Development Agreement and prior to signing the final plat, developer is to pay the traffic mitigation fee required by the Idaho Transportation Department. The developer will pay the City \$541 per buildable lot within each phase prior to signature on the final plat for the applicable phase, capped at \$91,471. The City will allocate funds to roadway improvements in the vicinity of the project. Phase 3 has 45 residential lots for a fee of \$24,345 (45 x \$541). Phase 4 has 48 residential lots for a fee of \$25,968 (48 x \$541). Total for these two phases, the total amount is \$50,355 (\$24,345 + \$25,968 + \$42 remaining balance). Phases 1 & 2 = \$41,116 + Phases 3 & 4 = \$50,355. Grand Total = \$91,471.**

City Council added these Conditions of Approval at the Preliminary Plat

- The public is permitted to use the proposed pathways within the new development. This will be a condition in the development agreement and part of the CC&R's.
 - If the City includes the Middleton Canal in the upcoming City Pathway System, the applicant shall grant a public easement to accommodate a 10-foot wide, paved and ADA compliant public pathway along the canal. This will be a condition in the development agreement and part of the CC&R's.
 - The applicant shall work with City Staff and the developer of Craftsman Estates to come up with solutions to the issue of the removal of the 2-foot buffer area between the two subdivisions. The applicant and/or City Staff shall update the neighbors on the proposed solutions and provide the Council with a summary of those communications.
 - The development shall include one-story homes along the entire eastern boundary of the subdivision. This shall be a condition in the development agreement and part of the CC&R's.
- 3. The approved Preliminary Plat for Wildrye Creek Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.**

4. The property associated with this approved Final Plat, in addition to the property of all future phases shall be satisfactorily weed abated at all times, preventing a public nuisance, per Star City Code Chapter 3, Section 3-1-1 through 3-1-7.
5. The property associated with this approved Final Plat, in addition to the property of all future phases shall be properly maintained throughout the construction process to include trash picked up and trash receptacles emptied with regular frequency, streets swept and cleaned weekly, including any streets used to access the property and all debris shall be prevented from accumulating on any adjacent property or public right of way and shall remove all debris from public way at least daily.
6. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
7. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
8. The approved Preliminary Plat shall comply with the City of Star Unified Development Code regarding landscaping, both internal buffers and frontages. (See Section 8-4 B Landscaping Requirements)
9. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
10. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance.
11. The subsequent Final Plats shall comply with and be in accordance with the current City of Star Code, with the exception of any waivers granted by Council.
12. Requested surety shall be required at 150% of the total estimated installed cost, as approved by the City Engineer or Administrator. The term of approval shall not exceed 180 days. (See Section 8-1 C-1 of the Unified Development Code for a list of eligible items.)
13. A letter from the US Postal Service shall be given to the City at Final Plat stating the subdivision is in compliance with the Postal Service.
14. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met.
15. A separate sign application is required for any subdivision sign.
16. As built plans for pressurized irrigation systems shall be submitted to the City of Star **prior to signature of the final plat.**
17. Applicant shall provide the City with two (2) full size and two (1) 11"x17" copy of the signed recorded final plat with all signatures, prior to any building permits being issued.
18. Development standards for single family residential units shall comply with effective building and zoning requirements at time of building permit issuance, or as approved through the Development Agreement or as stated herein.
19. The mylar/final plat shall be signed by the owner, Surveyor, Central District Health, ACHD and City Engineer, prior to being delivered to the City of Star for City Clerk's signature.
20. A copy of signed irrigation agreements shall be submitted to the City **prior to signature of the final plat.**
21. All common areas shall be maintained by the Homeowners Association.

- 22. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
- 23. A copy of the recorded CC&R's shall be submitted to the City of Star prior to any building permits being issued.
- 24. **Prior to signature of the final plat**, a signed Irrigation District Agreement with the Irrigation Districts shall be provided to the City of Star. This requirement shall be with each subsequent Final Plat application.
- 25. **Any additional requirements as specified by the fire district.**
- 26. Any additional Conditions of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File # FP-21-33 Wildrye Creek Subdivision Final Plat, Phase 3 and FP-21-34 Wildrye Creek Subdivision Final Plat, Phase 4 on _____, 2022.



VICINITY MAP
SCALE: 1"=1000'

December 8, 2021

City of Star
Planning and Zoning
P.O. Box 130
Star, ID 83669

RE: **Wildrye Creek Subdivision No. 3 Final Plat Application**

Dear Ryan,

Attached for your review is the Final Plat application for Wildrye Creek Subdivision No. 3. This plat has been submitted in conformance with the City of Star's Zoning Code and per the approved preliminary plat of Wildrye Creek Subdivision.

Phase 3 of Wildrye Creek Subdivision will include 45 single-family residential lots and 7 common lots on 10.98 acres. Gross density for this phase is 4.10 units per acres. Lot sizes range from 6,050 SF to 14,786 SF with an average lot size of 7,658 SF.

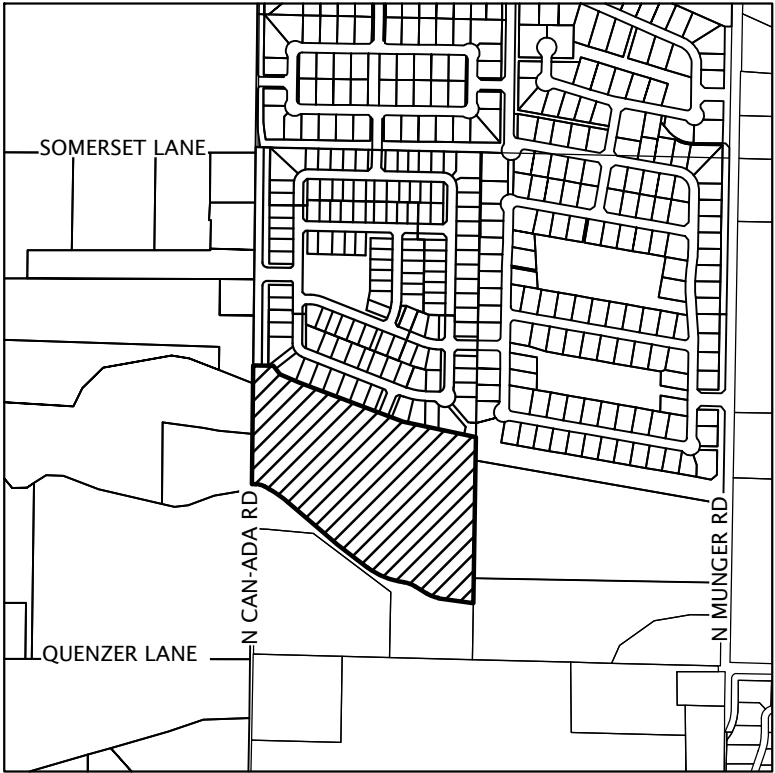
Approved open space consists of 0.87 acres of landscape common lots accounting for 7.9% of the phased development area. Amenities in this phase include a pathway connection to the large amenity space included in Phase 1 and a large open play area in the northeast corner of the site.

Construction of Phase 3 will be in compliance with the approved preliminary plat. Please contact me at (208) 946-3874 or cgraham@cswengineering.com with any questions regarding this application.

Respectfully,



Corinne M. Graham, PE
Principal



VICINITY MAP
SCALE: 1"=1000'

January 3, 2022

City of Star
Planning and Zoning
P.O. Box 130
Star, ID 83669

RE: **Wildrye Creek Subdivision No. 4 Final Plat Application**

Dear Ryan,

Attached for your review is the Final Plat application for Wildrye Creek Subdivision No. 4. This plat has been submitted in conformance with the City of Star's Zoning Code and per the approved preliminary plat of Wildrye Creek Subdivision.

Phase 4 of Wildrye Creek Subdivision will include 47 single-family residential lots and 10 common lots on 20.88 acres. Gross density for this phase is 2.25 units per acres. Lot sizes range from 8,050 SF to 15,081 SF with an average lot size of 7,701 SF.

Approved open space consists of 6.18 acres of landscape common lots accounting for 29.6% of the phased development area. Amenities in this phase include a pathway connection from Drainage Ditch No. 12 to the Middleton Mill Canal, a natural pathway along the Middleton Mill, and a large open landscaped common area in the southwest corner of the site. Lot 5 Block 10 was originally intended as a residential lot but will now be a common lot with the pressure irrigation pump station.

Construction of Phase 4 will be in compliance with the approved preliminary plat. Please contact me at (208) 946-3874 or cgraham@cswengineering.com with any questions regarding this application.

Respectfully,



Corinne M. Graham, PE
Principal



FINAL PLAT APPLICATION

***All information must be filled out to be processed.

FILE NO.: _____ Date Application Received: _____ Fee Paid: _____ Processed by: City: _____

Applicant Information:

PRIMARY CONTACT IS: Applicant ___ Owner ___ Representative X

Applicant Name: Toll Southwest LLC
 Applicant Address: 3103 W. Sheryl Drive #100 Zip: 83642
 Phone: (208) 424-0020 Email: mtaylor1@tollbrothers.com

Owner Name: Same as Applicant
 Owner Address: _____ Zip: _____
 Phone: _____ Email: _____

Representative (e.g., architect, engineer, developer):
 Contact: Corinne Graham, PE Firm Name: Civil Site Works LLC
 Address: PO Box 6059 Zip: 83707
 Phone: (208) 946-3874 Email: cgraham@cswengineering.com

Property Information:

Subdivision Name: Wildrye Creek Subdivision Phase: 3

Parcel Number(s): S0406325410

Approved Zoning: R-3-DA Units per acre: 4.10

Total acreage of phase: 10.98 Total number of lots: 52

Residential: 45 Commercial: _____ Industrial: _____

Common lots: 7 Total acreage of common lots: 0.87 ac Percentage: 7.9%

Percent of common space to be used for drainage: 0 Acres: 0

Special Flood Hazard Area: total acreage N/A number of homes _____

Changes from approved preliminary plat pertaining to this phase:

	Preliminary Plat	Final Plat
Number of Residential Lots:	<u>N/A</u>	<u>N/A</u>
Number of Common Lots:	<u>N/A</u>	<u>N/A</u>
Number of Commercial Lots:	_____	_____
Roads:	<u>N/A</u>	<u>N/A</u>

Amenities: _____ N/A _____ N/A _____

Flood Zone Data: (This Info Must Be Filled Out Completely Prior to Acceptance):

Subdivision Name: Wildrye Creek Subdivision Phase: 3

Special Flood Hazard Area: total acreage 0 number of homes 0

- a. A note must be provided on the final plat documenting the current flood zone in which the property or properties are located. The boundary line must be drawn on the plat in situations where two or more flood zones intersect over the property or properties being surveyed.
- b. FEMA FIRM panel(s): #160xxxxxC, 160xxxxxE, etc.: _____
 FIRM effective date(s): mm/dd/year _____
 Flood Zone(s): Zone X, Zone A, Zone AE, Zone AH, etc.: _____
 Base Flood Elevation(s): AE____.0 ft., etc.: _____
- c. Flood Zones are subject to change by FEMA and all land within a floodplain is regulated by Chapter 10 of the Star City Code.

Application Requirements:

(Applications are required to contain one copy of the following unless otherwise noted.)

Applicant (√)	Description	Staff (√)
X	Completed and signed copy of Final Plat Application	
X	Fee: Please contact the City for current fee. Fees may be paid in person with check or electronically with credit card. Please call City for electronic payment. Additional service fee will apply to all electronic payments.	
X	Electronic copy of letter of intent and statement of compliance (or substantial compliance) with the approved Preliminary Plat and Conditions of Approval. The letter of intent shall include the following: <ul style="list-style-type: none"> • Gross density of the phase of the Final Plat submitted • Lot range and average lot size of phase • Description of approved open space being provided in the submitted phase including percentage of overall open space, number and type of approved amenities • List any specific approved building setbacks previously approved by Council. 	
X	Electronic copy of legal description of the property (word.doc and pdf version with engineer's seal and closure sheet)	
X	Electronic copy of current recorded warranty deed for the subject property	
N/A	If the signature on this application is not the owner of the property, an original notarized statement (affidavit of legal interest) from the owner stating the applicant and/or representative is authorized to submit this application.	
X	Electronic copy of subdivision name approval from Ada County Surveyor's office.	
X	Copy of the "final" street name evaluation/approval or proof of submittal request from Ada County Street Naming	
X	Electronic copy of vicinity map showing the location of the subject property	
X	One (1) 24" X 36" paper copy of the Final Plat & Electronic Copy**	
X	One (1) 11" X 17" paper copy of the Final Plat	
X	Electronic copy of the Final landscape plan**	

X	One (1) 11" X 17" copy of the Final landscape plan	Section 5, Item C.
X	Electronic copy of site grading & drainage plans**	
X	Electronic copy of originally approved Preliminary Plat**	
X	Electronic copy of a Plat with all phases marked with changes, if applicable**	
X	Electronic copy of final engineering construction drawings, stamped and signed by a registered engineer**	
X	Storm drainage calculations must be submitted for <u>private</u> streets/drives and parking areas within subdivisions**	
X	Electronic copy of streetlight design and location information	
N/A	Special Flood Information – Must be included on Preliminary/Final Plat and Application form.	
N/A	Electronic copy of all easement agreements submitted to the irrigation companies	
X	Electronic copy of the proposed Covenants, Conditions, & Restrictions (CC&R's)	
X	One (1) copy of Electronic versions of submitted applications, including signed Final Plat Application, legal description, recorded warranty deed, vicinity map, final plat, landscape plan, site grading & drainage plans, copy of original Preliminary Plat, plat with phases marked, engineering construction drawings, storm drainage calculations, streetlight design and location, and signed irrigation agreements, CC&R's <u>shall be submitted in original pdf format (no scans for preliminary plat, landscape plans or grading and drainage plans) on a thumb drive only (no discs) with the files named with project name and plan type.</u>	
X	<p>Upon Recording of Final Plat, the applicant shall submit the following to the Planning Department prior to building permit issuance:</p> <ul style="list-style-type: none"> • One (1) 11" X 17" and (1) 18" X 24" recorded copy of Final Plat • Electronic copy of final, approved construction drawings • Electronic copy of as-built irrigation plans • Electronic copy of recorded CC&R's • Proof of required Construction Sign installation at entrance to development (as conditioned in Preliminary Plat approval) – Picture of installed sign • Electronic copies shall be submitted in pdf format on a thumb drive with the files named with project name and plan type. **Original pdf's are required for all plans – No Scanned PDF's please. 	
X	**NOTE: No building permits will be issued until property is annexed into the Star Sewer & Water District and all sewer hookup fees are paid.	

FEE REQUIREMENT:

*** I have read and understand the above requirements. I further understand fees are due at the time of filing. I understand that there may be other fees associated with this application incurred by the City in obtaining reviews or referrals by architect, engineering, or other professionals necessary to enable the City to expedite this application. I understand that I, as the applicant, am responsible for all payments to the City of Star.*


 Applicant/Representative Signature

12/9/21
 Date



FINAL PLAT APPLICATION

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FILE NO.: _____
 Date Application Received: _____ Fee Paid: _____
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PRIMARY CONTACT IS: Applicant ___ Owner ___ Representative X

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 Contact: Corinne Graham, PE Firm Name: Civil Site Works LLC
 Address: PO Box 6059 Zip: 83707
 Phone: (208) 946-3874 Email: cgraham@csweengineering.com

Property Information:

Subdivision Name: Wildrye Creek Subdivision Phase: 4

Parcel Number(s): S0406325410

Approved Zoning: R-3-DA Units per acre: 2.25

Total acreage of phase: 20.88 Total number of lots: 57

Residential: 47 Commercial: _____ Industrial: _____

Common lots: 10 Total acreage of common lots: 6.18 ac Percentage: 29.6%

Percent of common space to be used for drainage: 0 Acres: 0

Special Flood Hazard Area: total acreage N/A number of homes _____

Changes from approved preliminary plat pertaining to this phase:

	Preliminary Plat	Final Plat
Number of Residential Lots: _____	N/A	N/A
Number of Common Lots: _____	N/A	N/A
Number of Commercial Lots: _____	N/A	N/A
Roads: _____	N/A	N/A

Amenities: _____ N/A _____ N/A _____

Flood Zone Data: (This Info Must Be Filled Out Completely Prior to Acceptance):

Subdivision Name: Wildrye Creek Subdivision Phase: 4

Special Flood Hazard Area: total acreage 0 number of homes 0

- a. A note must be provided on the final plat documenting the current flood zone in which the property or properties are located. The boundary line must be drawn on the plat in situations where two or more flood zones intersect over the property or properties being surveyed.
- b. FEMA FIRM panel(s): #160xxxxxC, 160xxxxxE, etc.: _____
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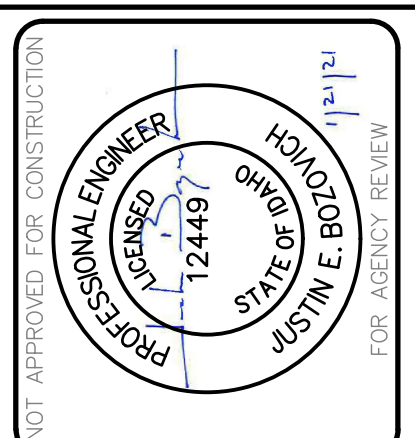
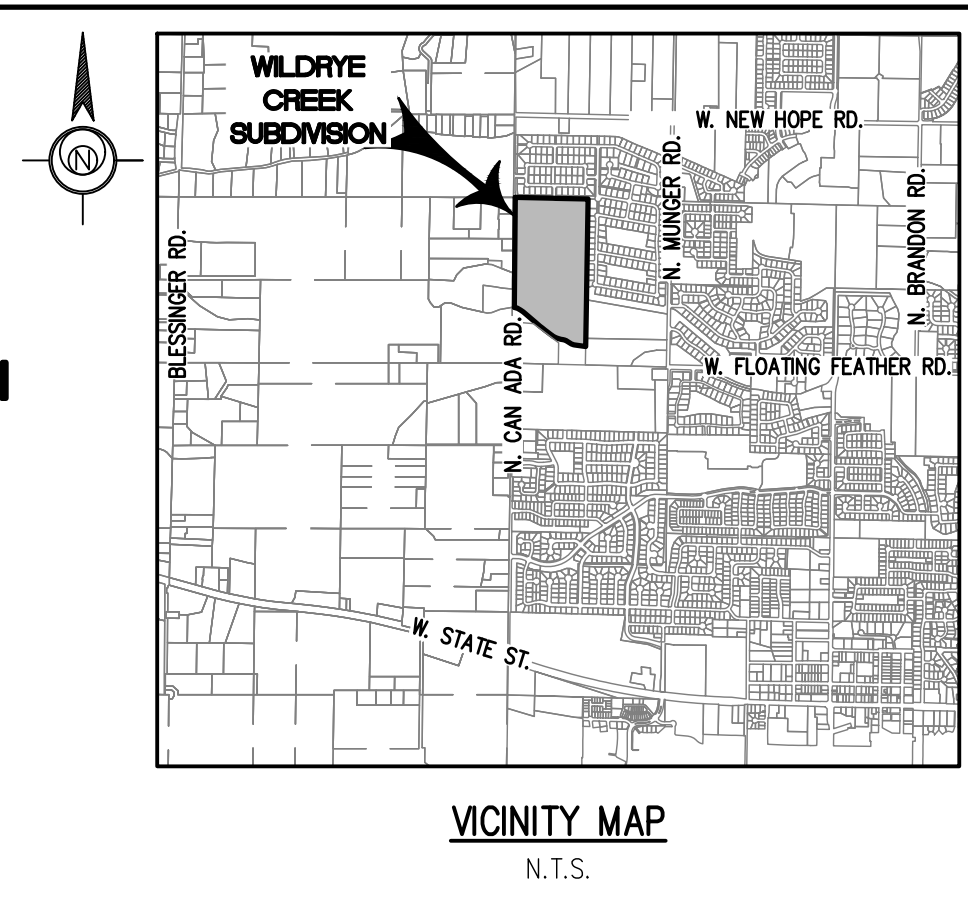
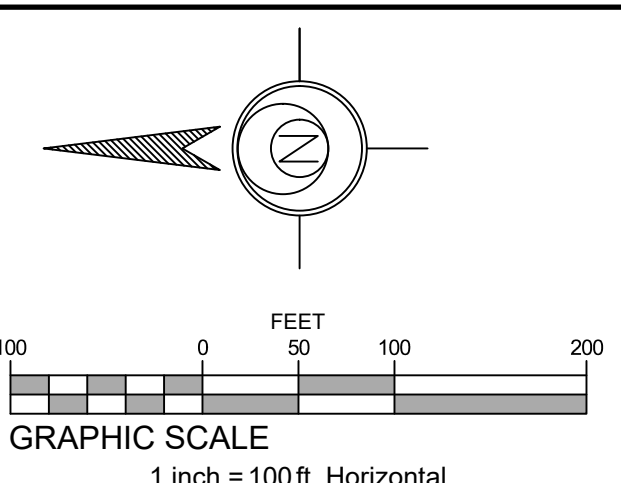
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 Applicant/Representative Signature


 Date

PRELIMINARY PLAT FOR WILDRIE CREEK SUBDIVISION

PROPERTY BEING PORTIONS OF GOVERNMENT LOT 6 AND GOVERNMENT LOT 7 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO



ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
ESE Consultants, Inc.
3103 W. Sheryl Drive • Suite 100 • Meridian, ID 83642
T: 208-424-0020

SHEET INDEX

1 OF 4	PP-1.1	COVER SHEET
2 OF 4	PP-2.1	PRELIMINARY PLAT
3 OF 4	PP-3.1	PRELIMINARY ENGINEERING PLAN AND EXISTING CONDITIONS
4 OF 4	PP-4.1	PRELIMINARY GRADING AND DRAINAGE PLAN

LAND USE SUMMARY

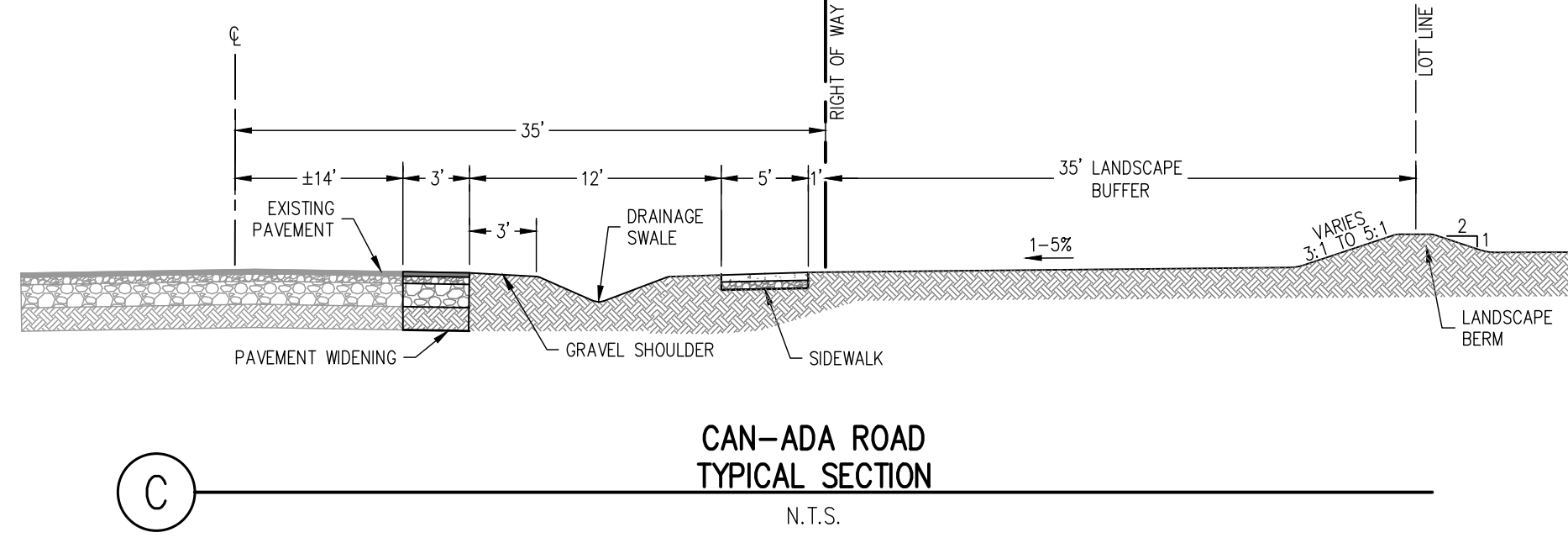
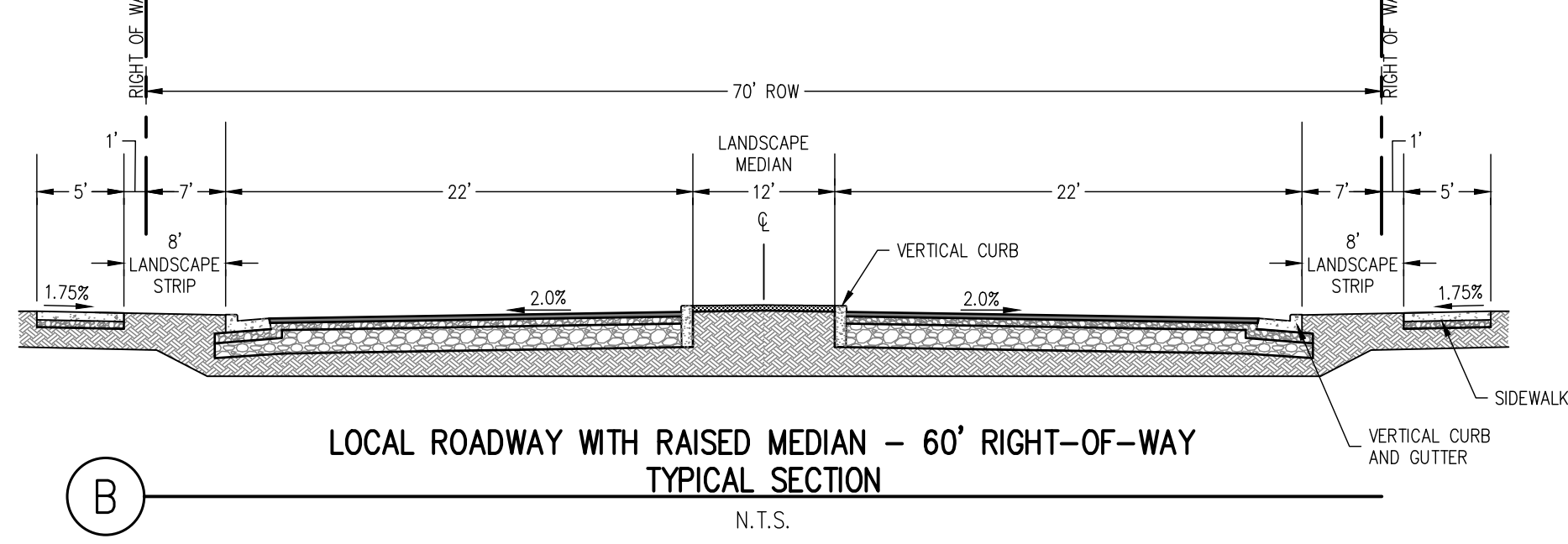
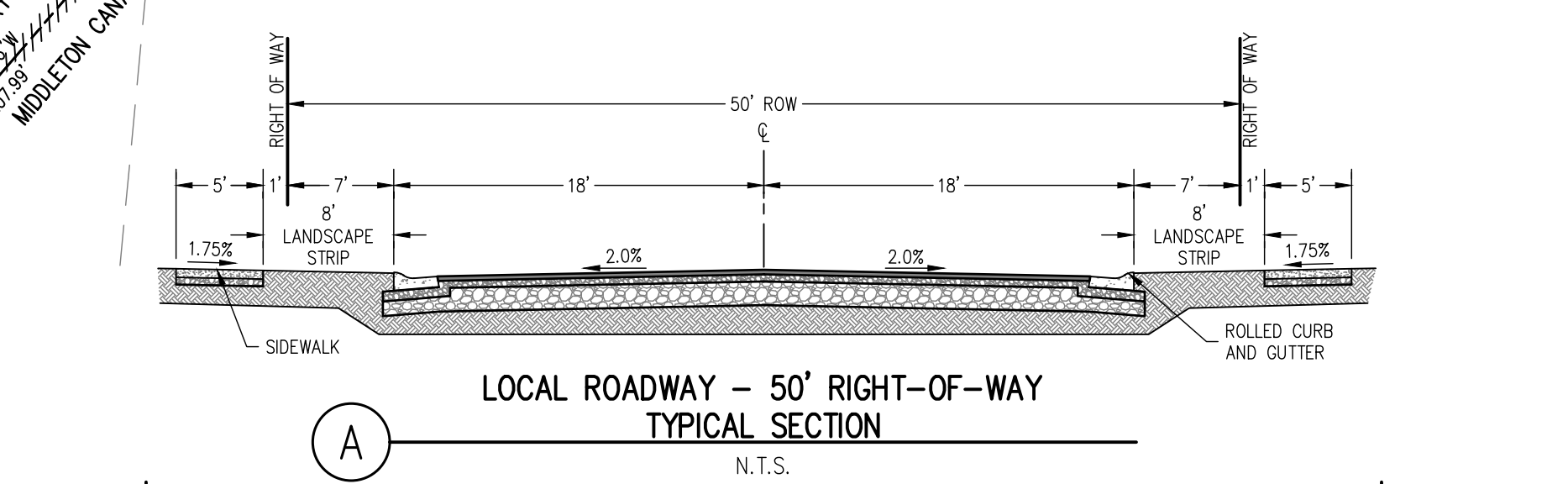
TOTAL AREA	56.85 AC
GROSS LAND AREA	53.27 AC
RESIDENTIAL LOTS	169
COMMON LOTS	24
RESIDENTIAL LOT AREA	33.01 AC
COMMON LOT AREA	10.95 AC
GROSS DENSITY	2.97 UNITS/AC
NET DENSITY	5.12 UNITS/AC
MINIMUM RESIDENTIAL LOT SIZE	6,050 SF
AVERAGE RESIDENTIAL LOT SIZE	8,508 SF

OPEN SPACE SUMMARY

USABLE OPEN SPACE AREA	12.1 AC
PERCENT USABLE OPEN SPACE	22.70%

BUILDING SETBACK REQUIREMENTS

SETBACK STANDARDS R-3DA ZONE	
FRONT (TO LIVING AREA)	15'
FRONT (TO GARAGE)	20'
REAR	15'
INTERIOR SIDE	5'
STREET SIDE (LOCAL)	15'
STREET SIDE (COLLECTOR)	25'



LEGEND

---	PROPERTY BOUNDARY LINE	---	PROPOSED GRAVITY IRRIGATION
---	EXISTING LOT LINE	---	PROPOSED PRESSURE IRRIGATION
---	EXISTING EASEMENT LINE	---	PROPOSED EDGE OF PAVEMENT
---	EXISTING BARB WIRE FENCE LINE	---	PROPOSED STORM PIPE
---	EXISTING PRESSURE IRRIGATION	---	PROPOSED PHASE BOUNDARY
---	EXISTING POWER LINE	---	PROPOSED SEEPAGE BED
---	EXISTING SANITARY SEWER LINE	---	PROPOSED SAND AND GREASE TRAP
---	EXISTING CABLE TV PER UTILITY MAP	---	PROPOSED STORM MANHOLE
---	EXISTING WATER LINE	---	PROPOSED STORM CATCH BASIN
---	EXISTING EDGE OF PAVEMENT	---	PROPOSED GRAVITY IRRIGATION BOX
---	EXISTING EDGE OF GRAVEL	---	PROPOSED GRAVITY IRRIGATION MANHOLE
---	EXISTING STORM PIPE	---	PROPOSED FIRE HYDRANT
---	PROPOSED LOT LINE	---	PROPOSED SANITARY MANHOLE
---	PROPOSED RIGHT-OF-WAY	---	STREET NAME
---	PROPOSED ROAD CENTERLINE	---	PROPOSED STREET LIGHT
---	PROPOSED 3" ROLLED CURB	---	TEST PIT/MONITORING WELL
---	PROPOSED 6" VERTICAL CURB & GUTTER	---	MAILBOX
---	PROPOSED 6" VERTICAL CURB (NOT GUTTER)	---	SIGN
---	PROPOSED 5' SIDEWALK	---	BLOCK NUMBER
---	PROPOSED 8" SANITARY SEWER	---	SINGLE-FAMILY LOT NUMBER
---	PROPOSED 10" SANITARY SEWER	---	COMMON LOT NUMBER
---	PROPOSED POTABLE WATER	---	

- PRELIMINARY PLAT NOTES**
- SANITARY SEWER AND DOMESTIC WATER SERVICE TO BE PROVIDED BY STAR SEWER AND WATER DISTRICT.
 - ALL STREETS PROPOSED WITHIN THIS DEVELOPMENT ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA COUNTY HIGHWAY DISTRICT STANDARDS (ACHD).
 - DIRECT LOT ACCESS TO NORTH CAN-ADA ROAD IS PROHIBITED.
 - THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED, THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY, OR EXPANSION THEREOF."
 - IRRIGATION WATER SERVICE IS PROVIDED TO THIS PROPERTY BY EXISTING SURFACE IRRIGATION WATER RIGHTS.
 - BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR STANDARDS, AND THE PROJECT DEVELOPMENT AGREEMENT AS SHOWN ON THIS PLAN.
 - STORMWATER RUNOFF GENERATED ON THIS SITE SHALL BE COLLECTED AND CONVEYED TO STORMWATER FACILITIES IN ACCORDANCE WITH ACHD AND CITY OF STAR REQUIREMENTS.

DEVELOPER
TOLL SOUTHWEST LLC
ADAM CAPELL
3103 W. SHERYL DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
acapell@tollbrothers.com
Phone: (208) 424-0020
Fax: (208) 424-0030

PLANNER
TOLL BROTHERS
SABRINA DURTSCH
3103 W. SHERYL DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
sdurtsch@tollbrothers.com
Phone: (208) 424-0020
Fax: (208) 424-0030

ENGINEER
ESE CONSULTANTS, INC.
JUSTIN BOZOVICH, P.E.
3103 W. SHERYL DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
jbozovich@eseconsultants.com
Phone: (208) 424-0020
Fax: (208) 424-0030

SURVEYOR
LAND SOLUTIONS
CLINT HANSEN, PLS
231 E. 5TH STREET, SUITE A
MERIDIAN, IDAHO 83642
chansen@landsolutions.biz
Phone: (208) 288-2040
Fax: (208) 288-2557

COVER SHEET

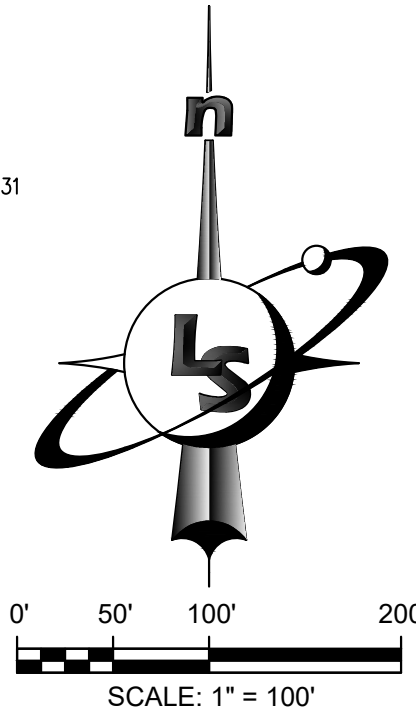
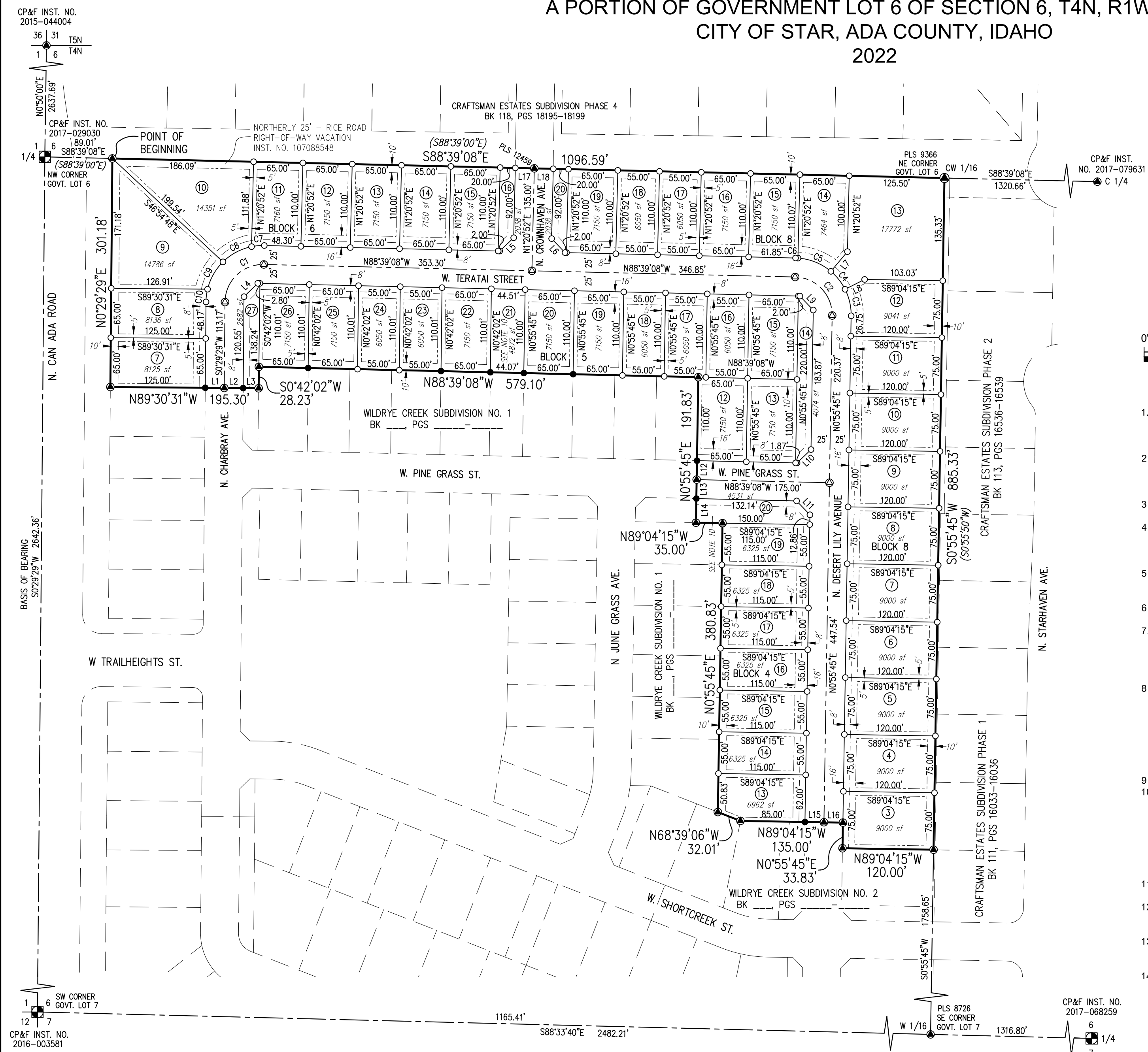
**PRELIMINARY PLAT FOR
WILDRIE CREEK SUBDIVISION**
CITY OF STAR, ADA COUNTY, IDAHO

DATE:	1/22/21	SCALE:	1" = 100'
DESIGN:	JEB	DRAWN:	MGF/TAB
JOB NO.:	7782	FILE NAME:	7782-S-TITLE-PP
REF. NO.:			
SHEET NO.:	1	OF	4

PP-1.1

WILDRYE CREEK SUBDIVISION NO. 3

A PORTION OF GOVERNMENT LOT 6 OF SECTION 6, T4N, R1W, B.M. CITY OF STAR, ADA COUNTY, IDAHO 2022



LEGEND

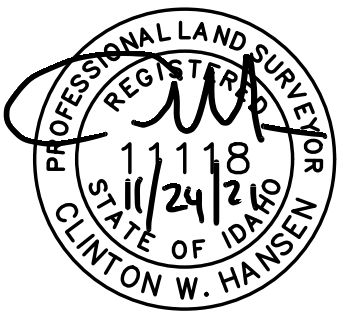
- ⊠ FOUND ALUMINUM CAP MONUMENT
- ⊙ FOUND BRASS CAP MONUMENT
- FOUND 5/8" REBAR, PLS 11118 OR AS NOTED
- FOUND 1/2" REBAR, PLS 11118
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- SECTION LINE
- CENTER LINE
- PUBLIC UTILITY, PRESSURE IRRIGATION AND LOT DRAINAGE EASEMENT LINE, SEE NOTES 1 & 2
- ACHD PERMANENT SIDEWALK EASEMENT LINE PER INSTRUMENT NO. _____
- OTHER EASEMENT LINE AS NOTED
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- ⑱ LOT NUMBER

NOTES

1. UNLESS OTHERWISE SHOWN AND DIMENSIONED, EACH LOT IS HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION AND LOT DRAINAGE OVER THE SIXTEEN (16) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH BUILDABLE LOT.
2. UNLESS OTHERWISE SHOWN AND DIMENSIONED, EACH LOT IS HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TEN (10) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
4. IRRIGATION WATER SHALL BE PROVIDED TO ALL LOTS IN COMPLIANCE WITH IDAHO CODE 31-3805(1b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER DELIVERY AND WILL BE SUBJECT TO ASSESSMENTS FROM THE MIDDLETON MILL DITCH COMPANY AND/OR THE MIDDLETON IRRIGATION ASSOCIATION, INC.
5. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
6. MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
7. LOT 20, BLOCK 4; LOTS 14, 21 AND 27, BLOCK 5; LOT 16, BLOCK 6 AND LOTS 13 AND 20, BLOCK 8 ARE COMMON/OPEN SPACE LOTS TO BE OWNED AND MAINTAINED BY THE WILDRYE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. SAID LOTS ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE, AS WELL AS ANY OTHER EASEMENTS AS SHOWN.
8. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
9. DIRECT LOT OR PARCEL ACCESS TO N. CAN ADA ROAD IS PROHIBITED.
10. LOT 20 OF BLOCK 4 AND LOT 21 OF BLOCK 5 ARE SERVICED TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ADA COUNTY HIGHWAY DISTRICT PURSUANT TO SECTION 40-2302, IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
11. THIS SUBDIVISION IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT TEMPORARY LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
12. THIS SUBDIVISION SHALL BE SUBJECT TO THE TERMS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDRYE CREEK SUBDIVISION, RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO, AND AS SUBSEQUENTLY AMENDED.
13. THIS SUBDIVISION IS SUBJECT TO A LICENSE AGREEMENT WITH MIDDLETON MILL DITCH COMPANY, AND MIDDLETON IRRIGATION ASSOCIATION RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
14. THIS SUBDIVISION IS SUBJECT TO A DEVELOPMENT AGREEMENT WITH THE CITY OF STAR, RECORDED AS INSTRUMENT NO. 107135135, RECORDS OF ADA COUNTY, IDAHO, AND THE AMENDMENT RECORDED AS INSTRUMENT NO. 2021-116830, RECORDS OF ADA COUNTY, IDAHO.

SURVEYOR'S NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF CRAFTSMAN ESTATES SUBDIVISION PHASE 1, CRAFTSMAN ESTATES SUBDIVISION PHASE 2, CRAFTSMAN ESTATES SUBDIVISION PHASE 4, WILDRYE CREEK SUBDIVISION NO. 1, WILDRYE CREEK SUBDIVISION NO. 2, INFORMATION FROM RECORD OF SURVEY NUMBERS 7027, 7666, 9818, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.



LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	25.00'	S89°30'31"E	L7	33.95'	N40°04'15"E	L13	25.00'	S0°55'45"W
L2	25.00'	S89°30'31"E	L8	28.86'	N63°14'46"E	L14	31.82'	S0°55'45"W
L3	20.30'	S89°30'31"E	L9	25.55'	N43°51'42"W	L15	25.00'	S89°04'15"E
L4	25.26'	N45°55'10"E	L10	25.55'	N46°08'18"E	L16	25.00'	S89°04'15"E
L5	25.46'	N46°20'52"E	L11	25.36'	N43°51'42"W	L17	25.00'	S88°39'08"E
L6	25.46'	S43°39'08"E	L12	25.00'	S0°55'45"W	L18	25.00'	S88°39'08"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	79.29'	50.00'	90°51'23"	N45°55'10"E	71.24'
C2	78.17'	50.00'	89°34'53"	S43°51'42"E	70.45'
C3	36.24'	75.00'	27°40'59"	S12°54'45"E	35.89'
C4	30.34'	75.00'	23°10'30"	S38°20'30"E	30.13'
C5	47.53'	75.00'	36°18'46"	S68°05'08"E	46.74'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C6	3.16'	75.00'	2°24'37"	S87°26'49"E	3.15'
C7	16.84'	75.00'	12°51'48"	N84°54'58"E	16.80'
C8	43.29'	75.00'	33°04'26"	N61°56'51"E	42.70'
C9	41.83'	75.00'	31°57'10"	N29°26'03"E	41.29'
C10	16.97'	75.00'	12°57'59"	N6°58'28"E	16.94'

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WILDRYE CREEK SUBDIVISION NO. 3

BOOK _____, PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PLAT OF WILDRYE CREEK SUBDIVISION NO. 3

A PARCEL OF LAND LOCATED IN A PORTION OF GOVERNMENT LOT 6 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 6 (W ¼ CORNER) OF SAID SECTION 6, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS S 0°29'29" W A DISTANCE OF 2642.36 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID GOVERNMENT LOT 6, ALSO BEING THE NORTHERLY BOUNDARY OF WILDRYE CREEK SUBDIVISION NO. 1, AS SHOWN IN BOOK _____ OF PLATS ON PAGES _____ THROUGH _____, RECORDS OF ADA COUNTY, IDAHO, AND THE SOUTHERLY BOUNDARY OF CRAFTSMAN ESTATES SUBDIVISION PHASE 4, AS SHOWN IN BOOK 118 OF PLATS ON PAGES 18195 THROUGH 18199, RECORDS OF ADA COUNTY, IDAHO, S 88°39'08" E (FORMERLY S 88°39'00" E) A DISTANCE OF 89.01 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE BOUNDARY OF SAID WILDRYE CREEK SUBDIVISION NO. 1 AND CONTINUING ALONG THE NORTHERLY BOUNDARY OF SAID GOVERNMENT LOT 6 AND SOUTHERLY BOUNDARY OF SAID CRAFTSMAN ESTATES SUBDIVISION PHASE 4 S 88°39'08" E (FORMERLY S 88°39'00" E) A DISTANCE OF 1096.59 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 6, SAID POINT BEING ON THE WESTERLY BOUNDARY OF CRAFTSMAN ESTATES SUBDIVISION PHASE 2, AS SHOWN IN BOOK 113 OF PLATS ON PAGES 16536 THROUGH 16539, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID CRAFTSMAN ESTATES SUBDIVISION PHASE 2, AND EXTENDING ALONG THE WESTERLY BOUNDARY OF CRAFTSMAN ESTATES SUBDIVISION PHASE 1, AS SHOWN IN BOOK 111 OF PLATS ON PAGES 16033 THROUGH 16036, RECORDS OF ADA COUNTY, IDAHO, S 0°55'45" W (FORMERLY S 0°55'50" W) A DISTANCE OF 885.33 FEET TO THE NORTHEASTERLY CORNER OF WILDRYE SUBDIVISION NO. 2, AS SHOWN IN BOOK _____ OF PLATS ON PAGES _____ THROUGH _____, RECORDS OF ADA COUNTY, IDAHO;

THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG THE NORTHERLY BOUNDARY OF SAID WILDRYE CREEK SUBDIVISION NO. 2 THE FOLLOWING COURSES AND DISTANCES:

THENCE N 89°04'15" W A DISTANCE OF 120.00 FEET TO A POINT;

THENCE N 0°55'45" E A DISTANCE OF 33.83 FEET TO A POINT;

THENCE N 89°04'15" W A DISTANCE OF 135.00 FEET TO A POINT;

THENCE N 68°39'06" W A DISTANCE OF 32.01 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID WILDRYE CREEK SUBDIVISION NO. 1;

THENCE LEAVING THE BOUNDARY OF SAID WILDRYE CREEK SUBDIVISION NO. 2 AND ALONG THE BOUNDARY OF SAID WILDRYE CREEK SUBDIVISION NO. 1 THE FOLLOWING COURSES AND DISTANCES:

THENCE N 0°55'45" E A DISTANCE OF 380.83 FEET TO A POINT;

THENCE N 89°04'15" W A DISTANCE OF 35.00 FEET TO A POINT;

THENCE N 0°55'45" E A DISTANCE OF 191.83 FEET TO A POINT;

THENCE N 88°39'08" W A DISTANCE OF 579.10 FEET TO A POINT;

THENCE S 0°42'02" W A DISTANCE OF 28.23 FEET TO A POINT;

THENCE N 89°30'31" W A DISTANCE OF 195.30 FEET TO A POINT;

THENCE N 0°29'29" E A DISTANCE OF 301.18 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 10.98 ACRES, MORE OR LESS.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER AND SEWER SERVICE FROM THE CITY OF STAR. THE CITY OF STAR HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 20____.

TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY SUSAN STANLEY, DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED SUSAN STANLEY, KNOWN TO ME TO BE THE DIVISION PRESIDENT OF TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN SAID LIABILITY COMPANY'S NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

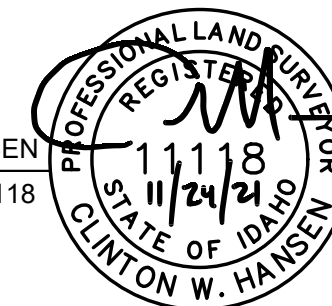
RESIDING AT _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN
PLS 11118



HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH, EHS DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, _____, HEREBY APPROVE THIS PLAT.

CITY ENGINEER ~ STAR, IDAHO DATE

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ____ DAY OF _____, 20____.

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE: _____

COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

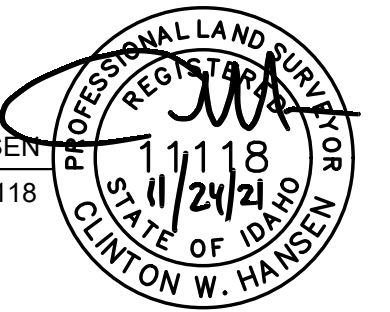
STATE OF IDAHO }
COUNTY OF ADA } S.S. INSTRUMENT NO. _____

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C., AT ____ MINUTES PAST ____ O'CLOCK __.M. ON THIS ____ DAY OF _____, 20____, IN BOOK ____ OF PLATS AT PAGES _____.

DEPUTY EX-OFFICIO RECORDER

FEE: _____

CLINTON W. HANSEN
PLS 11118



WILDRYE CREEK SUBDIVISION NO. 4

PORTIONS OF GOVERNMENT LOTS 6 AND 7 OF SECTION 6, T4N, R1W, B.M. CITY OF STAR, ADA COUNTY, IDAHO 2022

LEGEND

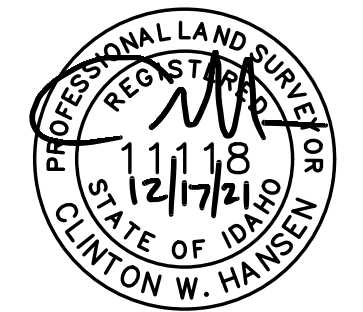
- ⊠ FOUND ALUMINUM CAP MONUMENT
- ⊙ FOUND BRASS CAP MONUMENT
- FOUND 5/8" REBAR WITH PLS 11118 PLASTIC CAP OR AS NOTED
- FOUND 1/2" REBAR WITH PLS 11118 PLASTIC CAP OR AS NOTED
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- ⊙ SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- CALCULATED POINT, NOT SET
- SECTION LINE
- CENTER LINE
- ACHD STORM WATER DRAINAGE EASEMENT LINE, SEE NOTE 10
- PUBLIC UTILITY, PRESSURE IRRIGATION AND LOT DRAINAGE EASEMENT LINE, SEE NOTES 1 & 2
- ACHD PERMANENT SIDEWALK EASEMENT LINE PER INSTRUMENT NO. _____
- MIDDLETON CANAL EASEMENT 25' FROM TOP OF BANK
- OTHER EASEMENT LINE AS NOTED
- SURVEY TIE LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- ⑮ LOT NUMBER
- RECORD BEARING

NOTES

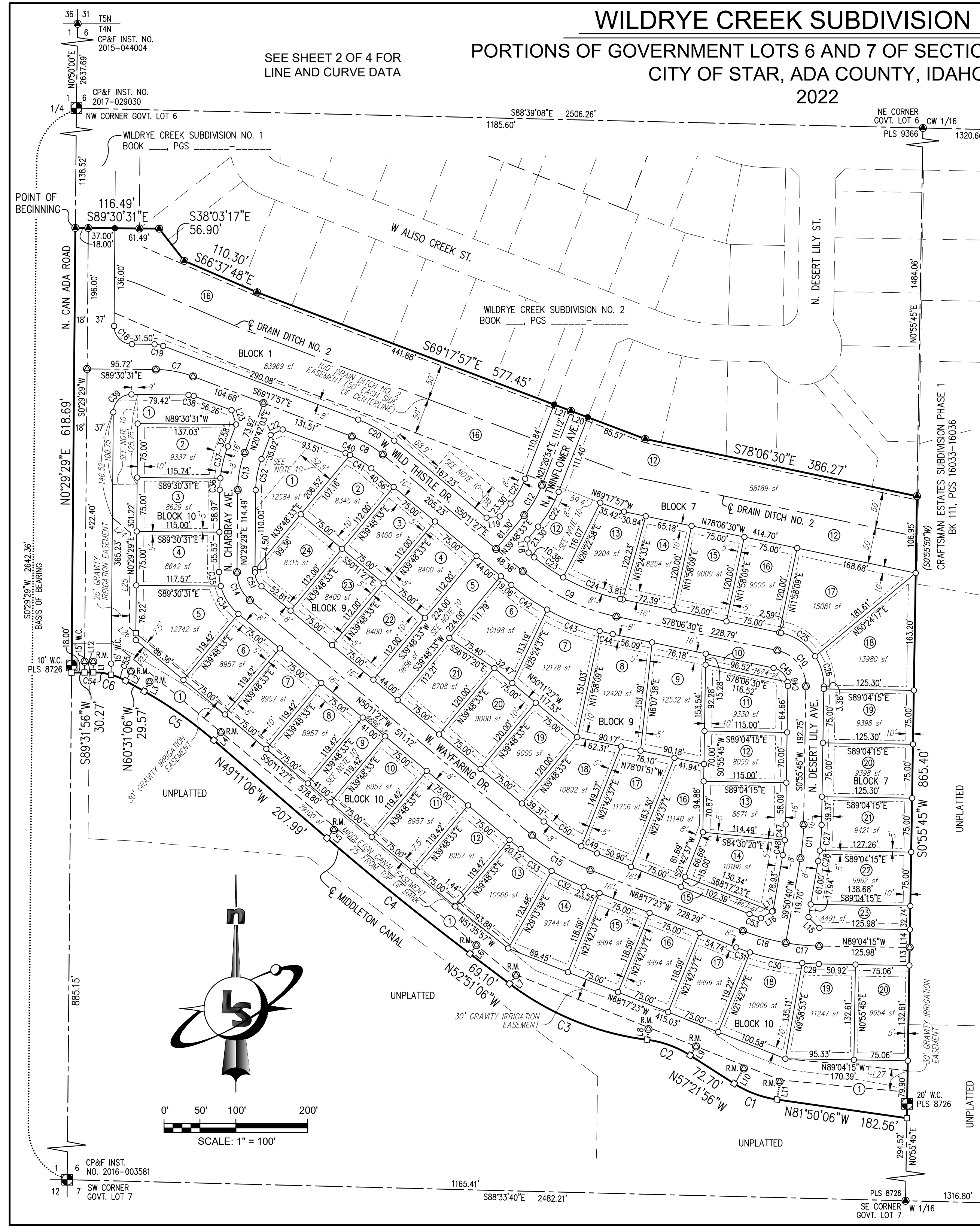
1. UNLESS OTHERWISE SHOWN AND DIMENSIONED, EACH LOT IS HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION AND LOT DRAINAGE OVER THE SIXTEEN (16) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH BUILDABLE LOT.
2. UNLESS OTHERWISE SHOWN AND DIMENSIONED, EACH LOT IS HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TEN (10) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
4. IRRIGATION WATER SHALL BE PROVIDED TO ALL LOTS IN COMPLIANCE WITH IDAHO CODE 31-3805(1b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER DELIVERY AND WILL BE SUBJECT TO ASSESSMENTS FROM THE MIDDLETON MILL DITCH COMPANY AND/OR THE MIDDLETON IRRIGATION ASSOCIATION, INC.
5. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
6. MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
7. LOT 16, BLOCK 1; LOTS 12 AND 23, BLOCK 7; LOTS 1, 5, 10 AND 15, BLOCK 9 AND LOTS 1 AND 9, BLOCK 10 ARE COMMON/OPEN SPACE LOTS TO BE OWNED AND MAINTAINED BY THE WILDRYE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. SAID LOTS ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE, AS WELL AS ANY OTHER EASEMENTS AS SHOWN.
8. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
9. DIRECT LOT OR PARCEL ACCESS TO N. CAN ADA ROAD IS PROHIBITED.
10. LOT 5, BLOCK 9; LOT 9, BLOCK 10 AND PORTIONS OF LOT 16, BLOCK 1; LOT 12, BLOCK 7; LOT 1, BLOCK 9 AND LOT 1, BLOCK 10 AS SHOWN HEREON ARE SERVICED TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ADA COUNTY HIGHWAY DISTRICT PURSUANT TO SECTION 40-2302, IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
11. THIS SUBDIVISION IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT TEMPORARY LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
12. THIS SUBDIVISION SHALL BE SUBJECT TO THE TERMS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDRYE CREEK SUBDIVISION RECORDED AS INSTRUMENT NO. 2022-_____, ADA COUNTY RECORDS, AND AS SUBSEQUENTLY AMENDED.
13. THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A LICENSE AGREEMENT WITH MIDDLETON MILL DITCH COMPANY, AND MIDDLETON IRRIGATION ASSOCIATION RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
14. THIS SUBDIVISION IS SUBJECT TO A DEVELOPMENT AGREEMENT WITH THE CITY OF STAR, RECORDED AS INSTRUMENT NO. 107135135, RECORDS OF ADA COUNTY, IDAHO, AND THE AMENDMENT RECORDED AS INSTRUMENT NO. 2021-116830, RECORDS OF ADA COUNTY, IDAHO.

SURVEYOR'S NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF CRAFTSMAN ESTATES SUBDIVISION PHASE 4, WILDRYE CREEK SUBDIVISION NO. 1, WILDRYE CREEK SUBDIVISION NO. 2, INFORMATION FROM RECORD OF SURVEY NUMBERS 7027, 7666, 9818, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.



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SEE SHEET 2 OF 4 FOR LINE AND CURVE DATA

CP&F INST. NO. 2015-044004

CP&F INST. NO. 2017-029030

CP&F INST. NO. 2016-003581

SW CORNER GOVT. LOT 7

CP&F INST. NO. 2017-068259

SE CORNER GOVT. LOT 7

WILDRYE CREEK SUBDIVISION NO. 4

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	64.06'	150.00'	24°28'10"	N69°36'01"W	63.58'
C2	64.34'	145.00'	25°25'28"	N70°04'40"W	63.82'
C3	209.02'	400.00'	29°56'23"	N67°49'17"W	206.65'
C4	255.98'	4000.00'	3°40'00"	N51°01'06"W	255.94'
C5	118.68'	600.00'	11°20'00"	N54°51'06"W	118.49'
C6	47.04'	90.00'	29°56'58"	N75°29'35"W	46.51'
C7	52.91'	150.00'	20°12'34"	S79°24'14"E	52.63'
C8	50.03'	150.00'	19°06'31"	S59°44'42"E	49.79'
C9	146.18'	300.00'	27°55'03"	S64°08'58"E	144.73'
C10	68.97'	50.00'	79°02'15"	S38°35'22"E	63.63'
C11	46.68'	300.00'	8°54'55"	S5°23'12"W	46.63'
C12	48.33'	150.00'	18°27'39"	S30°34'44"W	48.12'
C13	52.91'	150.00'	20°12'34"	N10°35'46"E	52.63'
C14	44.23'	50.00'	50°40'56"	N24°50'59"W	42.80'
C15	94.77'	300.00'	18°05'56"	N59°14'25"W	94.37'
C16	62.13'	300.00'	11°51'58"	N74°13'21"W	62.02'
C17	46.68'	300.00'	8°54'55"	N84°36'48"W	46.63'
C18	39.27'	25.00'	90°00'00"	S44°30'31"E	35.36'
C19	12.35'	34.85'	20°17'40"	N79°24'14"W	12.28'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C20	58.36'	175.00'	19°06'31"	N59°44'42"W	58.09'
C21	40.28'	125.00'	18°27'39"	N30°34'44"E	40.10'
C22	56.39'	175.00'	18°27'39"	N30°34'44"E	56.14'
C23	48.94'	275.00'	10°11'51"	S55°17'22"E	48.88'
C24	85.05'	275.00'	17°43'12"	S69°14'54"E	84.71'
C25	59.09'	75.00'	45°08'42"	N55°32'09"W	57.58'
C26	44.37'	75.00'	33°53'33"	N16°01'01"W	43.72'
C27	35.70'	325.00'	6°17'40"	N4°04'35"E	35.69'
C28	14.87'	325.00'	2°37'15"	N8°32'02"E	14.87'
C29	23.17'	325.00'	4°05'04"	S87°01'43"E	23.16'
C30	74.44'	325.00'	13°07'22"	S78°25'30"E	74.27'
C31	20.27'	325.00'	3°34'26"	S70°04'36"E	20.27'
C32	49.94'	325.00'	8°48'14"	S63°53'16"E	49.89'
C33	52.72'	325.00'	9°17'42"	S54°50'18"E	52.67'
C34	46.64'	75.00'	35°37'59"	S32°22'27"E	45.90'
C35	19.70'	75.00'	15°02'56"	S7°01'59"E	19.64'
C36	16.05'	175.00'	5°15'23"	S3°07'10"W	16.05'
C37	45.67'	175.00'	14°57'11"	S13°13'27"W	45.54'
C38	7.41'	20.91'	20°17'40"	N79°24'14"W	7.37'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C39	39.27'	25.00'	90°00'00"	S45°29'29"W	35.36'
C40	6.80'	125.00'	3°06'54"	N67°44'30"W	6.80'
C41	34.89'	125.00'	15°59'37"	N58°11'15"W	34.78'
C42	60.62'	325.00'	10°41'13"	S55°32'03"E	60.53'
C43	79.05'	325.00'	13°56'10"	S67°50'45"E	78.86'
C44	18.69'	325.00'	3°17'40"	S76°27'40"E	18.68'
C45	28.98'	25.00'	66°25'19"	N44°53'50"W	27.39'
C46	5.50'	25.00'	12°36'56"	N5°22'43"W	5.49'
C47	21.91'	275.00'	4°33'55"	N3°12'43"E	21.91'
C48	20.88'	275.00'	4°21'00"	N7°40'10"E	20.87'
C49	24.13'	275.00'	5°01'38"	S65°46'34"E	24.12'
C50	62.74'	275.00'	13°04'18"	S56°43'36"E	62.60'
C51	22.11'	25.00'	50°40'56"	S24°50'59"E	21.40'
C52	44.09'	125.00'	20°12'34"	S10°35'46"W	43.86'
C53	16.93'	275.00'	3°31'35"	S70°03'10"E	16.92'
C54	25.00'	90.00'	15°54'56"	N82°30'36"W	24.92'
C55	22.04'	90.00'	14°02'02"	N67°32'07"W	21.99'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.00'	N0°28'04"W
L2	15.00'	N29°28'54"E
L3	15.00'	N29°28'54"E
L4	15.00'	N40°48'54"E
L5	15.00'	N40°48'54"E
L6	15.00'	N37°08'54"E
L7	15.00'	N37°08'54"E
L8	15.00'	N7°12'31"E
L9	15.00'	N32°38'04"E
L10	25.00'	N32°38'04"E
L11	25.00'	N8°09'54"E
L12	12.27'	S89°31'56"W
L13	25.00'	N0°55'45"E
L14	25.00'	N0°55'45"E

LINE TABLE		
LINE #	LENGTH	BEARING
L15	21.56'	S44°56'27"E
L16	18.20'	N59°00'51"E
L17	1.47'	N59°00'51"E
L18	18.38'	S5°11'27"E
L19	18.38'	N84°48'33"E
L20	25.00'	N69°17'57"W
L21	25.00'	N69°17'57"W
L22	18.38'	S65°42'03"W
L23	20.88'	N17°48'33"W
L24	32.44'	S49°55'32"E
L25	132.52'	S0°29'29"W
L26	11.63'	S50°11'27"E
L27	170.89'	S84°30'26"E



CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PLAT OF WILDRYE CREEK SUBDIVISION NO. 4;

A PARCEL OF LAND LOCATED IN GOVERNMENT LOTS 6 AND 7 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 6, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS S 0°29'29" W A DISTANCE OF 2642.36 FEET;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID SECTION 6, ALSO BEING THE WESTERLY BOUNDARY OF WILDRYE CREEK SUBDIVISION NO. 1, AS SHOWN IN BOOK _____ OF PLATS ON PAGES _____ THROUGH _____, RECORDS OF ADA COUNTY, IDAHO, S 0°29'29" W A DISTANCE OF 1138.52 FEET TO THE SOUTHWESTERLY CORNER OF SAID WILDRYE CREEK SUBDIVISION NO. 1, THE POINT OF BEGINNING;

THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG THE SOUTHERLY BOUNDARY OF SAID WILDRYE CREEK SUBDIVISION NO. 1, AND CONTINUING ALONG THE SOUTHERLY BOUNDARY OF WILDRYE CREEK SUBDIVISION NO. 2, AS SHOWN IN BOOK _____ OF PLATS ON PAGES _____ THROUGH _____, RECORDS OF ADA COUNTY, IDAHO, S 89°30'31" E A DISTANCE OF 116.49 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID WILDRYE CREEK SUBDIVISION NO. 2 THE FOLLOWING COURSES AND DISTANCES:

THENCE S 38°03'17" E A DISTANCE OF 56.90 FEET TO A POINT;

THENCE S 66°37'48" E A DISTANCE OF 110.30 FEET TO A POINT;

THENCE S 69°17'57" E A DISTANCE OF 577.45 FEET TO A POINT;

THENCE S 78°06'30" E A DISTANCE OF 386.27 FEET TO THE SOUTHEASTERLY CORNER OF SAID WILDRYE CREEK SUBDIVISION NO. 2, SAID POINT BEING ON THE EASTERLY BOUNDARY OF SAID GOVERNMENT LOT 6 AND THE WESTERLY BOUNDARY OF CRAFTSMAN ESTATES SUBDIVISION PHASE 1, AS SHOWN IN BOOK 111 OF PLATS ON PAGES 16033 THROUGH 16036, RECORDS OF ADA COUNTY, IDAHO;

THENCE LEAVING THE BOUNDARY OF SAID WILDRYE CREEK SUBDIVISION NO. 2, AND ALONG THE EASTERLY BOUNDARY OF SAID GOVERNMENT LOTS 6 AND 7, ALSO BEING PARTIALLY ALONG THE WESTERLY BOUNDARY OF SAID CRAFTSMAN ESTATES SUBDIVISION PHASE 1 S 0°55'45" W (FORMERLY S 0°55'50" W) A DISTANCE OF 865.40 FEET TO A POINT ON THE CENTERLINE OF THE MIDDLETON CANAL;

THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES:

THENCE N 81°50'06" W A DISTANCE OF 182.56 FEET TO A POINT;

THENCE A DISTANCE OF 64.06 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 24°28'10" AND A LONG CHORD BEARING N 69°36'01" W A DISTANCE OF 63.58 FEET TO A POINT;

THENCE N 57°21'56" W A DISTANCE OF 72.70 FEET TO A POINT;

THENCE A DISTANCE OF 64.34 FEET ALONG THE ARC OF A 145.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING CENTRAL ANGLE OF 25°25'28" AND A LONG CHORD BEARING N 70°04'40" W A DISTANCE OF 63.82 FEET TO A POINT;

THENCE A DISTANCE OF 209.02 FEET ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING CENTRAL ANGLE OF 29°56'23" AND A LONG CHORD BEARING N 67°49'17" W A DISTANCE OF 206.65 FEET TO A POINT;

THENCE N 52°51'06" W A DISTANCE OF 69.10 FEET TO A POINT;

THENCE A DISTANCE OF 255.98 FEET ALONG THE ARC OF A 4000.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING CENTRAL ANGLE OF 3°40'00" AND A LONG CHORD BEARING N 51°01'06" W A DISTANCE OF 255.94 FEET TO A POINT;

THENCE N 49°11'06" W A DISTANCE OF 207.99 FEET TO A POINT;

THENCE A DISTANCE OF 118.68 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 11°20'00" AND A LONG CHORD BEARING N 54°51'06" W A DISTANCE OF 118.49 FEET TO A POINT;

THENCE N 60°31'06" W A DISTANCE OF 29.57 FEET TO A POINT;

THENCE A DISTANCE OF 47.04 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 29°56'58" AND A LONG CHORD BEARING N 75°29'35" W A DISTANCE OF 46.51 FEET TO A POINT;

THENCE S 89°31'56" W A DISTANCE OF 30.27 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 6;

THENCE ALONG SAID WESTERLY BOUNDARY N 0°29'29" E A DISTANCE OF 618.69 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 20.88 ACRES MORE OR LESS.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER AND SEWER SERVICE FROM THE CITY OF STAR. THE CITY OF STAR HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS ____ DAY OF _____, 20 ____.

TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY SUSAN STANLEY, DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED SUSAN STANLEY, KNOWN TO ME TO BE THE DIVISION PRESIDENT OF TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN SAID LIABILITY COMPANY'S NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

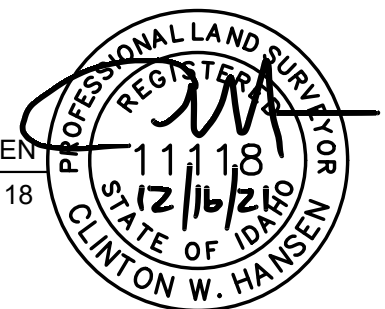
RESIDING AT _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN
PLS 11118



HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH, EHS DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, _____, HEREBY APPROVE THIS PLAT.

CITY ENGINEER ~ STAR, IDAHO DATE

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ____ DAY OF _____, 20____.

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE: _____

COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
COUNTY OF ADA } S.S. INSTRUMENT NO. _____

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C., AT ____ MINUTES PAST ____ O'CLOCK __.M. ON THIS ____ DAY OF _____, 20____, IN BOOK ____ OF PLATS AT PAGES _____.

DEPUTY EX-OFFICIO RECORDER

FEE: _____

CLINTON W. HANSEN
PLS 11118

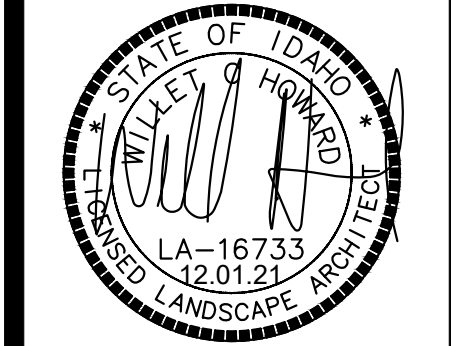


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Seals PRELIMINARY



NOT FOR CONSTRUCTION

WILDRIE CREEK SUBDIVISION
 PHASE III
 STAR, ID

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO:	21-2081
DATE:	12.01.2021
DRAWN BY:	DW
CHECKED BY:	WH

DRAWING TITLE

PHASE III LANDSCAPE OVERALL

SHEET NUMBER

L140

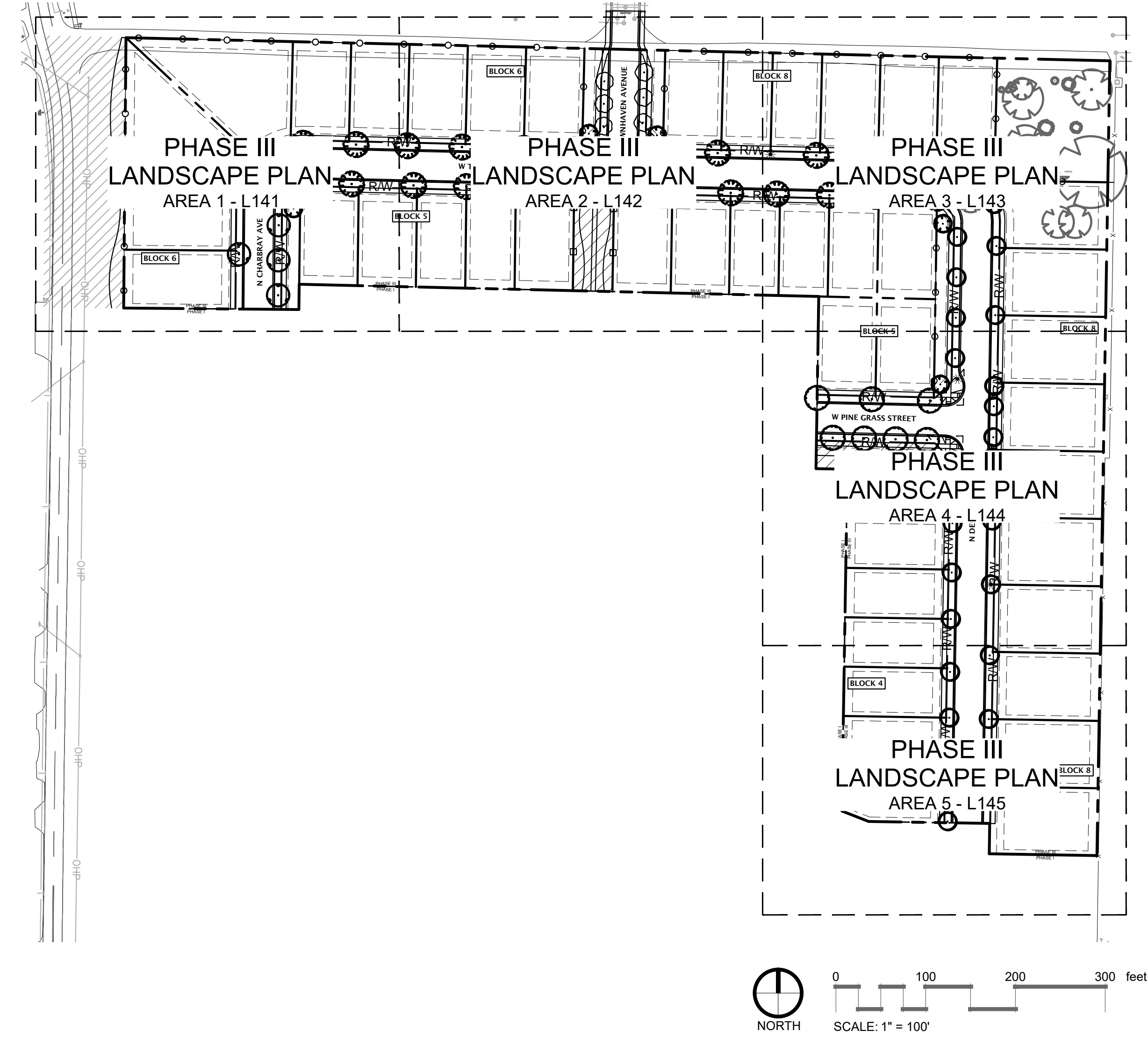
LANDSCAPE NOTES:

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| <p>1. REGULATIONS & STANDARDS</p> <p>1.1. All contractor work shall be conducted in accordance with ISPWC (Idaho Standard Public Works Construction), 2017; and City of Star, ID codes, standards and local regulations.</p> <p>2. EXISTING CONDITIONS</p> <p>2.1. All utilities shall be located prior to construction and protected. Any damage to structures, utilities or concrete will be replaced at contractor's expense. The site has many existing improvements such as underground utilities, curb and gutter, light poles and sidewalks.</p> <p>2.2. See Civil Engineer's plans for information about existing features; all drainage pipes and locations. Protect and retain drainage at all times.</p> <p>3. GRADING & SITE PREPARATION</p> <p>3.1. Prepare finish grades for planting by grubbing and removing weeds. If necessary apply Round-Up (or equivalent herbicide), using a certified applicator. Remove rocks and other materials over 2".</p> <p>3.2. All gravel overprep to be removed and disposed of off site.</p> <p>3.3. Finish grade to be smooth transition to allow for entire site to be a natural flowing space.</p> <p>3.4. Refer to Civil Engineer's plans for grading information & for all drainage pipes and locations. Protect and retain drainage at all times.</p> <p>3.5. No pooling or standing water will be accepted per industry standards.</p> <p>4. SOILS</p> <p>4.1. All planter beds to receive a minimum of 18" depth of screened topsoil. Spread, compact, and fine grade to smooth and uniform grade 2.5" below adjacent surfaces.</p> <p>4.2. All lawn areas to receive a minimum of 12" depth of screened topsoil. Spread, compact, and fine grade topsoil to a smooth uniform grade 1" below adjacent surfaces.</p> <p>4.3. Reuse of existing topsoil that has been stockpiled on site is permitted if:</p> <p>4.3.1. Topsoil is tested and analyzed to ensure a proper growing medium. Provide additional amendments as determined by soil tests. And</p> <p>4.3.2. Topsoil is to be loose, friable sandy loam that is clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign materials.</p> <p>4.3.3. Topsoil should have a pH of 6.5 to 8.</p> <p>4.3.4. If on site topsoil does not meet these minimum standards contractor is responsible for providing approved imported topsoil or improving onsite topsoil per the approval of the project manager.</p> <p>4.4. If imported topsoil is used it must be from a local source and be screened free of any debris or foreign matter. Topsoil must not contain rocks, sticks, lumps, or toxic matter.</p> <p>4.5. Smooth, compact, and fine grade topsoil in lawn areas to smooth and uniform grade .5" below adjacent surfaces.</p> <p>4.6. Prepare finish grade of topsoil to elevations set by Civil Engineer's plans with positive drainage away from structures. Refer to Civil Engineer's plans for grading information.</p> <p>4.7. Amend all new plantings with 2 parts topsoil and 1 part compost.</p> <p>5. PLANTER BED MULCH</p> <p>5.1. Planter beds to receive 3" depth of ¾" minus rock mulch, color: tan or approved other by architect.</p> <p>5.2. Install over commercial grade weed barrier fabric.</p> <p>5.3. All planter beds shall have black steel landscape edge per detail 3/L150.</p> <p>6. LAWN AREAS</p> <p>6.1. All lawn areas shall be sodded with tall turf type fescue.</p> <p>6.2. Sod shall be regionally harvested, laid within 24 hours of harvesting, and laid with tight fitting joints.</p> | <p>7. PLANTS</p> <p>7.1. All plant material shall be installed per industry standards.</p> <p>7.2. All plant material shall meet or exceed the minimum federal standards as regulated by ANSI z60.1, American Standard for Nursery Stock. Plants not meeting these standards for quality, or plants determined to be unhealthy by Owner's representative, will be rejected.</p> <p>7.3. All trees and shrubs to be installed per details.</p> <p>7.4. Fertilize all trees and shrubs with 'Agriform' planting tablets or approved equal. Apply per manufacturer's recommendations.</p> <p>7.5. All plants shall adhere to plant schedule, species & sizes. Any necessary substitutions due to availability or alternatives shall be coordinated to the landscape architect via submittal.</p> <p>8. IRRIGATION</p> <p>8.1. Irrigation system shall be built to the following specifications:</p> <p>8.2. Adhere to city codes when connecting to city water.</p> <p>8.3. All irrigation material to be new with manufacturer's warranty fully intact.</p> <p>8.4. Install outdoor rated controller in specified location on plan, in a lock box with 2 keys. Coordinate with project manager and general contractor on exact location.</p> <p>8.5. Controller to have On/Off rain switch or rain shut off device that does not alter program.</p> <p>8.6. 2-wire system to be installed per manufacturer's recommendations, follow all recommended grounding and wire splice recommendations.</p> <p>8.7. All remote control valves (including master control valve) to have flow control device.</p> <p>8.8. Irrigation system piping to be minimum class 200 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.</p> <p>8.9. Use common trenching where possible.</p> <p>8.10. All PVC located under hardscapes to be schedule 40 PVC with same req's as above.</p> <p>8.11. All wires to be Paige wire 7350 or 7351 direct bury wire at a minimum of 12" below finished grade.</p> <p>8.12. Connect mainline to point of connection in approximate location shown on plan.</p> <p>8.13. Contractor is responsible complying with all codes and paying all permits necessary.</p> <p>8.14. Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.</p> <p>8.15. All drip irrigation to be buried 2" below finished grade.</p> <p>8.16. Water schedule to be provided at a min of 80% evapotranspiration as determined by the local ET.</p> <p>8.17. Install all irrigation per irrigation drawings, utilize material specified or approved equal.</p> <p>8.18. Contractor shall confirm the static water pressure at least five days before construction begins and to contact the landscape architect in writing if the pressure is below 70 psi.</p> <p>8.19. If any discrepancies are found, then local codes shall prevail.</p> <p>9. CONTRACTOR RESPONSIBILITIES</p> <p>9.1. Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.</p> <p>9.2. All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Substantial Completion. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.</p> <p>9.3. Landscape contractor to turn in as built drawings at the end of project. Substantial Completion will not be granted until 2 copies @ 1" = 20' scale are turned in and approved by Owner's Representative.</p> <p>10. In the event of a discrepancy, notify the Architect.</p> |
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LANDSCAPE REQUIREMENTS:

- CODE REQUIREMENTS PER STAR, ID.
- STREET BUFFER:**
- 1 CLASS II TREE PER 35 LINEAL FEET.
 - CURB CUTS INCLUDE 26' DRIVEWAYS AND STREET INTERSECTIONS.
- | STREET NAME | LENGTH (LF) | TREES REQUIRED | TREES PROVIDED |
|----------------------------|------------------------|----------------|----------------|
| N CHARBRAY AVE (W SIDE) | 88' (MINUS CURB CUTS) | 3 | 3 |
| N CHARBRAY AVE (E SIDE) | 139' (MINUS CURB CUTS) | 4 | 4 |
| W TERATAI ST (N SIDE) | 399' (MINUS CURB CUTS) | 11 | 11 |
| W TERATAI ST (S SIDE) | 465' (MINUS CURB CUTS) | 13 | 13 |
| N CROWNHAVEN AVE (W SIDE) | 102' (MINUS CURB CUTS) | 3 | 3 |
| N CROWNHAVEN AVE (E SIDE) | 97' (MINUS CURB CUTS) | 3 | 3 |
| W PINE GRASS ST (N SIDE) | 90' (MINUS CURB CUTS) | 3 | 3 |
| W PINE GRASS ST (S SIDE) | 142' (MINUS CURB CUTS) | 4 | 4 |
| N DESERT LILY AVE (W SIDE) | 398' (MINUS CURB CUTS) | 11 | 11 |
| N DESERT LILY AVE (E SIDE) | 460' (MINUS CURB CUTS) | 13 | 13 |
- ** REDUCED TREE COUNT DUE TO SEEPAGE BED LOCATION.
- COMMON LOT LANDSCAPE REQUIREMENTS:**
- (1) TREE PER 4,000 SQ.FT.
- | COMMON LOT | AREA (SQ.FT.) | TREES REQUIRED | TREES PROVIDED |
|--------------|---------------|----------------|----------------|
| COMMON LOT 1 | 2,692 | 1 | 1 |
| COMMON LOT 2 | 2,038 | 1 | 1 |
| COMMON LOT 3 | 2,038 | 1 | 1 |
| COMMON LOT 4 | 4,872 | 1 | 0** |
| COMMON LOT 5 | 4,074 | 1 | 2 |
| COMMON LOT 6 | 4,531 | 1 | 0** |
- ** REDUCED TREE COUNT DUE TO SEEPAGE BED LOCATION.
- BIODIVERSITY REQUIREMENTS:**
- MORE THAN 41 TREES ON SITE REQUIRES MINIMUM 5 DIFFERENT TREE SPECIES.
- | TOTAL TREES ON SITE | NUMBER OF SPECIES REQUIRED | NUMBER OF SPECIES PROVIDED |
|---------------------|----------------------------|----------------------------|
| 73 | 5 | 6 |
- MINIMUM PLANT SIZES:**
- PLANT TYPE: MINIMUM SIZE
- EVERGREEN TREES: 6'-0" HT. MIN.
 - ORNAMENTAL TREES: 2" CALIPER MIN.
 - SHADE TREES: 2" CALIPER MIN.
 - WOODY SHRUBS: 2 GAL. MIN.

LANDSCAPE PLAN - OVERALL:

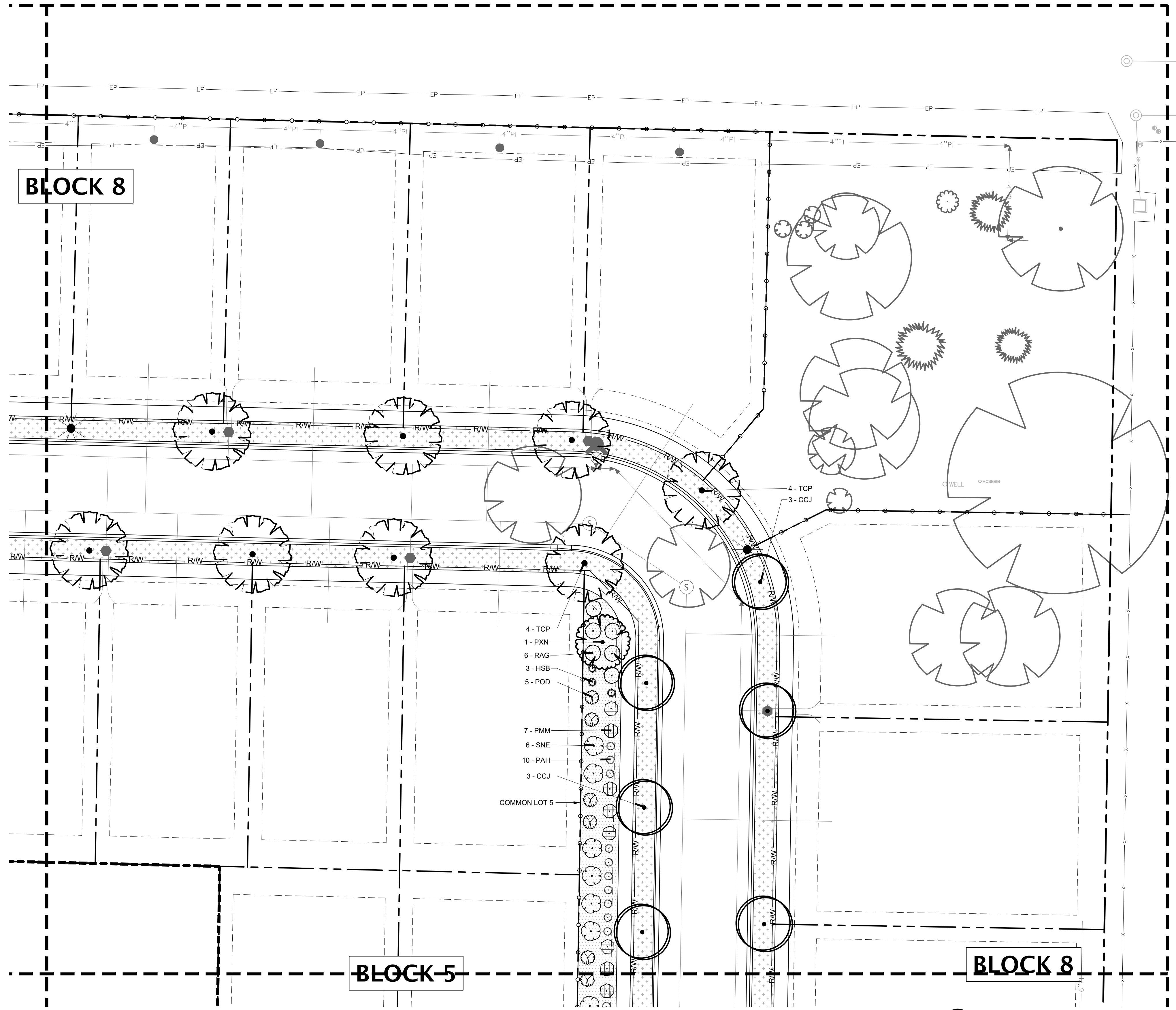


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PLANT SCHEDULE						
TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	QTY	REMARKS
	CCJ	Carpinus caroliniana 'JFS-KW6' TM / Native Flame American Hornbeam	B&B	2"	24	30'h x 20'w
	GTK	Gleditsia triacanthos inermis 'Draves' TM / Street Keeper Honey Locust	B&B	2"	6	45'h x 20'w, Class II
	LSR	Liquidambar styraciflua 'Rotundiloba' / Round-Lobed Sweet Gum	B&B	2"	7	40'h x 27'w, Class II
	LTE	Liriodendron tulipifera 'Emerald City' TM / Emerald City Tulip Tree	B&B	2"	7	50'h x 25'w, Class II
	PXN	Prunus x 'Newport' / Newport Flowering Plum	B&B	2"	5	20'h x 20'w, Class I
	TCP	Tilia cordata 'PNI 6025' TM / Greenspire Littleleaf Linden	B&B	2"	24	50'h x 30'w, Class II
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	FIELD2	QTY	REMARKS
	CXK	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	2 gal		14	5'h x 3'w
	HSB	Helictotrichon sempervirens / Blue Oat Grass	1 gal		30	3'h x 3'w
	JSB	Juniperus scopulorum 'Bailligh' TM / Sky High Rocky Mountain Juniper	5 gal		10	12'h x 5'w
	PAH	Pennisetum alopecuroides 'Hamelin' / Hamelin Fountain Grass	2 gal		46	30'h x 24'w
	POD	Physocarpus opulifolius 'Dart's Gold' / Dart's Gold Ninebark	5 gal		30	5'h x 5'w
	POS	Physocarpus opulifolius 'Seward' TM / Summer Wine Ninebark	5 gal		4	6'h x 6'w
	PMM	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal		41	5'h x 5'w
	RAG	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal		32	18'h x 6'w
	SEF	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	1 gal		8	18'h x 24'w Drought Tolerant
	SNE	Sambucus nigra 'Eva' TM / Black Lace Elderberry	5 gal		28	7'h x 7'w

LANDSCAPE MATERIALS LEGEND:

	SOD LAWN		LANDSCAPE MULCH
	6' VINYL FENCE WITH OPEN LATTICE TOP		6' SOLID VINYL PRIVACY FENCE



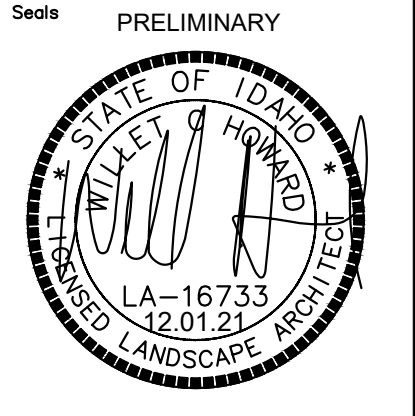
STACK ROCK GROUP
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WILDREY CREEK SUBDIVISION
 PHASE III
 STAR, ID

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO: 21-2081
 DATE: 12.01.2021
 DRAWN BY: DW
 CHECKED BY: WH

DRAWING TITLE
 PHASE III LANDSCAPE PLAN - AREA 3

SHEET NUMBER
 L143

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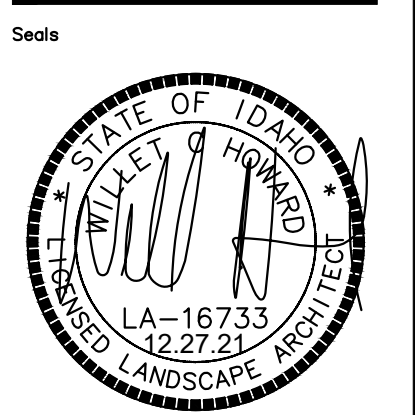


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WILDRIE CREEK SUBDIVISION
PHASE 4
STAR, ID

Table with 3 columns: MRK, DATE, Description. Contains one entry with a triangle symbol and two asterisks.

JOB NO: 21-2081
DATE: 12.27.2021
DRAWN BY: DW
CHECKED BY: WH

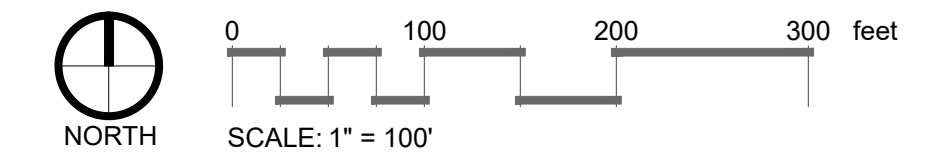
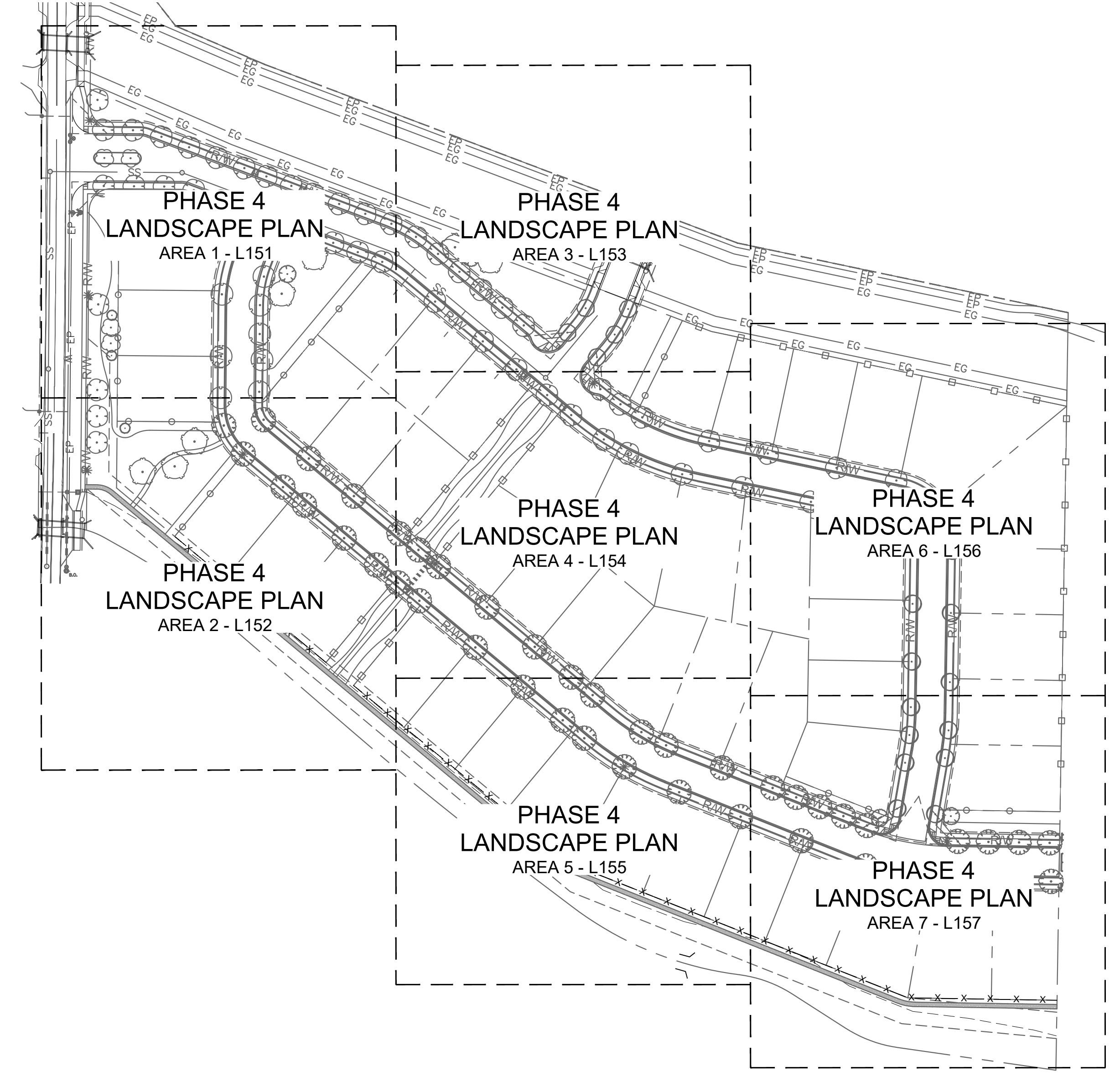
DRAWING TITLE

PHASE 4 LANDSCAPE OVERALL

SHEET NUMBER

L160

LANDSCAPE PLAN - OVERALL:



LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER STAR, ID.

STREET BUFFER:
* 1 CLASS II TREE PER 35 LINEAL FEET.
* CURB CUTS INCLUDE 26' DRIVEWAYS AND STREET INTERSECTIONS.

Table with 4 columns: STREET NAME, LENGTH (LF), TREES REQUIRED, TREES PROVIDED. Lists streets like N CAN ADA RD, N WILD THISTLE DR, etc.

COMMON LOT LANDSCAPE REQUIREMENTS:
(1) TREE PER 4,000 SQ.FT.

Table with 4 columns: COMMON LOT, AREA (SQ.FT.), TREES REQUIRED, TREES PROVIDED. Lists blocks like BLOCK 1, LOT 16, etc.

BIODIVERSITY REQUIREMENTS:
* MORE THAN 41 TREES ON SITE REQUIRES MINIMUM 5 DIFFERENT TREE SPECIES.

Table with 3 columns: TOTAL TREES ON SITE, NUMBER OF SPECIES REQUIRED, NUMBER OF SPECIES PROVIDED. Shows totals of 139 trees, 5 species required, and 9 species provided.

MINIMUM PLANT SIZES:
PLANT TYPE, MINIMUM SIZE
• EVERGREEN TREES: 6'-0" HT. MIN.
• ORNAMENTAL TREES: 2" CALIPER MIN.
• SHADE TREES: 2" CALIPER MIN.
• WOODY SHRUBS: 2 GAL. MIN.

LANDSCAPE NOTES:

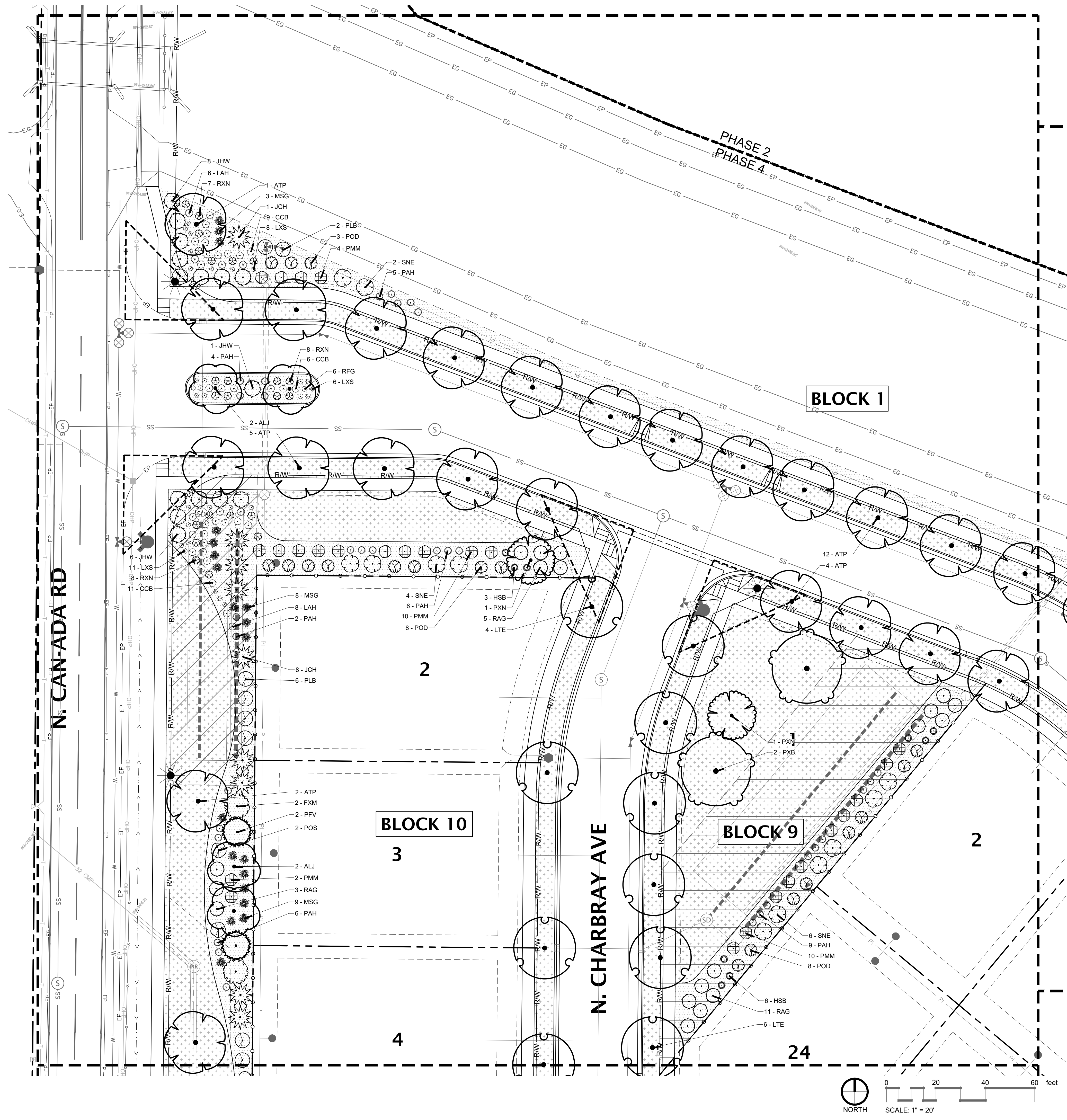
- 1. REGULATIONS & STANDARDS
1.1. All contractor work shall be conducted in accordance with ISPWC (Idaho Standard Public Works Construction), 2017; and City of Star, ID codes, standards and local regulations.
2. EXISTING CONDITIONS
2.1. All utilities shall be located prior to construction and protected. Any damage to structures, utilities or concrete will be replaced at contractor's expense.
3. GRADING & SITE PREPARATION
3.1. Prepare finish grades for planting by grubbing and removing weeds. If necessary apply Round-Up (or equivalent herbicide), using a certified applicator.
4. SOILS
4.1. All planter beds to receive a minimum of 18" depth of screened topsoil. Spread, compact, and fine grade to smooth and uniform grade 2.5" below adjacent surfaces.
7. PLANTS
7.1. All plant material shall be installed per industry standards.
7.2. All plant material shall meet or exceed the minimum federal standards as regulated by ANSI z60.1, American Standard for Nursery Stock.
8. IRRIGATION
8.1. Irrigation system shall be built to the following specifications:
8.2. Adhere to city codes when connecting to city water.
8.3. All irrigation material to be new with manufacturers' warranty fully intact.
8.4. Install outdoor rated controller in specified location on plan, in a lock box with 2 keys. Coordinate with project manager and general contractor on exact location.
8.5. Controller to have On/Off rain switch or rain shut off device that does not alter program.
8.6. 2-wire system to be installed per manufacturers recommendations, follow all recommended grounding and wire splice recommendations.
8.7. All remote control valves (including master control valve) to have flow control device.
8.8. Irrigation system piping to be minimum class 200 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.
8.9. Use common trenching where possible.
8.10. All PVC located under hardscapes to be schedule 40 PVC with same req's as above.
8.11. All wires to be Paige wire 7350 or 7351 direct bury wire at a minimum of 12" below finished grade.
8.12. Connect mainline to point of connection in approximate location shown on plan.
8.13. Contractor is responsible complying with all codes and paying all permits necessary.
8.14. Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
8.15. All drip irrigation to be buried 2" below finished grade.
8.16. Water schedule to be provided at a min of 80% evapotranspiration as determined by the local ET.
8.17. Install all irrigation per irrigation drawings, utilize material specified or approved equal.
8.18. Contractor shall confirm the static water pressure at least five days before construction begins and to contact the landscape architect in writing if the pressure is below 70 psi.
8.19. If any discrepancies are found, then local codes shall prevail.
9. CONTRACTOR RESPONSIBILITIES
9.1. Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.
9.2. All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Substantial Completion. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.
9.3. Landscape contractor to turn in as built drawings at the end of project. Substantial Completion will not be granted until 2 copies @ 1" = 20' scale are turned in and approved by Owner's Representative.
10. In the event of a discrepancy, notify the Architect.

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PLANT SCHEDULE							
TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	ATP	Acer truncatum x platanoides 'Warrenred' TM / Pacific Sunset Maple	B&B	2"		52	30'h x 25'w, Class II
	ALJ	Amelanchier laevis 'JFS-Arb' TM / Spring Flurry Allegheny Serviceberry	B&B	2"		4	28'h x 20'w, Class I
	CCJ	Carpinus caroliniana 'JFS-KW6' TM / Native Flame American Hornbeam	B&B	2"		14	30'h x 20'w
	GTK	Gleditsia triacanthos inermis 'Draves' TM / Street Keeper Honey Locust	B&B	2"		5	45'h x 20'w, Class II
	LTE	Liriodendron tulipifera 'Emerald City' TM / Emerald City Tulip Tree	B&B	2"		10	50'h x 25'w, Class II
	PFV	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Limber Pine	B&B		6'-8' H	3	22'h x 12'w
	PXB	Platanus x acerifolia 'Bloodgood' / London Plane Tree	B&B	2"		7	50'h x 40'w, Class III
	PXN	Prunus x 'Newport' / Newport Flowering Plum	B&B	2"		6	20'h x 20'w, Class I
	TCP	Tilia cordata 'PNI 6025' TM / Greenspire Littleleaf Linden	B&B	2"		43	50'h x 30'w, Class II
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	FIELD2	SIZE	QTY	REMARKS
	CKX	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	2 gal			59	5'h x 3'w
	CCB	Caryopteris x clandonensis 'Blue Mist' / Blue Mist Shrub	2 gal			26	3'h x 3'w, Drought Tolerant
	FXM	Forsythia x 'Meadowlark' / Meadowlark Forsythia	5 gal			3	8'h x 10'w
	HSB	Helictotrichon sempervirens / Blue Oat Grass	1 gal			63	3'h x 3'w
	JCH	Juniperus chinensis 'Hetzi Glauca' / Hetzi Blue Juniper	5 gal			10	8'h x 10'w
	JHW	Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper	5 gal			15	6'h x 7'w
	JSB	Juniperus scopulorum 'Bailligh' TM / Sky High Rocky Mountain Juniper	5 gal			37	12'h x 5'w
	LAH	Lavandula angustifolia 'Hidcote Blue' / Hidcote Blue Lavender	1 gal			14	3'h x 3'w
	LXS	Leucanthemum x superbum / Shasta Daisy	1 gal			25	30'h x 24'w
	MSG	Miscanthus sinensis 'Gracillimus' / Maiden Grass	2 gal			25	6'h x 4'w
	PAH	Pennisetum alopecuroides 'Hameln' / Hameln Fountain Grass	2 gal			74	30'h x 24'w
	PLB	Philadelphus lewisii 'Blizzard' / Blizzard Mockorange	3 gal			8	6'h x 7'w, Drought Tolerant
	POD	Physocarpus opulifolius 'Dart's Gold' / Dart's Gold Ninebark	5 gal			38	5'h x 5'w
	POS	Physocarpus opulifolius 'Seward' TM / Summer Wine Ninebark	5 gal			41	6'h x 6'w
	PMM	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal			65	5'h x 5'w
	RAG	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal			41	18'h x 6'w
	RXN	Rosa x 'Noare' TM / Flower Carpet Red Groundcover Rose	5 gal			23	2'h x 3'w
	RFG	Rudbeckia fulgida sullivantii 'Goldsturm' / Goldsturm Coneflower	1 gal			6	2'h x 2'w
	SEF	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	1 gal			21	18'h x 24'w, Drought Tolerant
	SNE	Sambucus nigra 'Eva' TM / Black Lace Elderberry	5 gal			30	7'h x 7'w

LANDSCAPE MATERIALS LEGEND:

	SOD LAWN		LANDSCAPE MULCH PER NOTE 5/L150
	6' VINYL FENCE WITH OPEN LATTICE TOP		6' SOLID VINYL PRIVACY FENCE
	5' WROUGHT IRON FENCE		



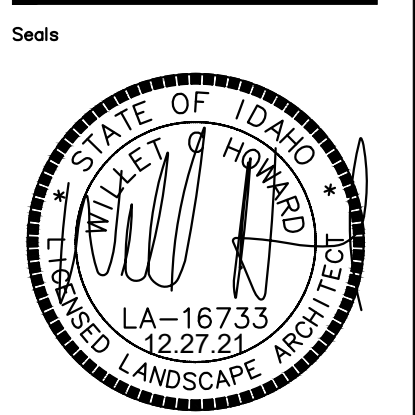
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WILDREY CREEK SUBDIVISION
 PHASE 4
 STAR, ID

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO: 21-2081
 DATE: 12.27.2021
 DRAWN BY: DW
 CHECKED BY: WH

DRAWING TITLE
PHASE 4 LANDSCAPE PLAN - AREA 1

SHEET NUMBER
L161

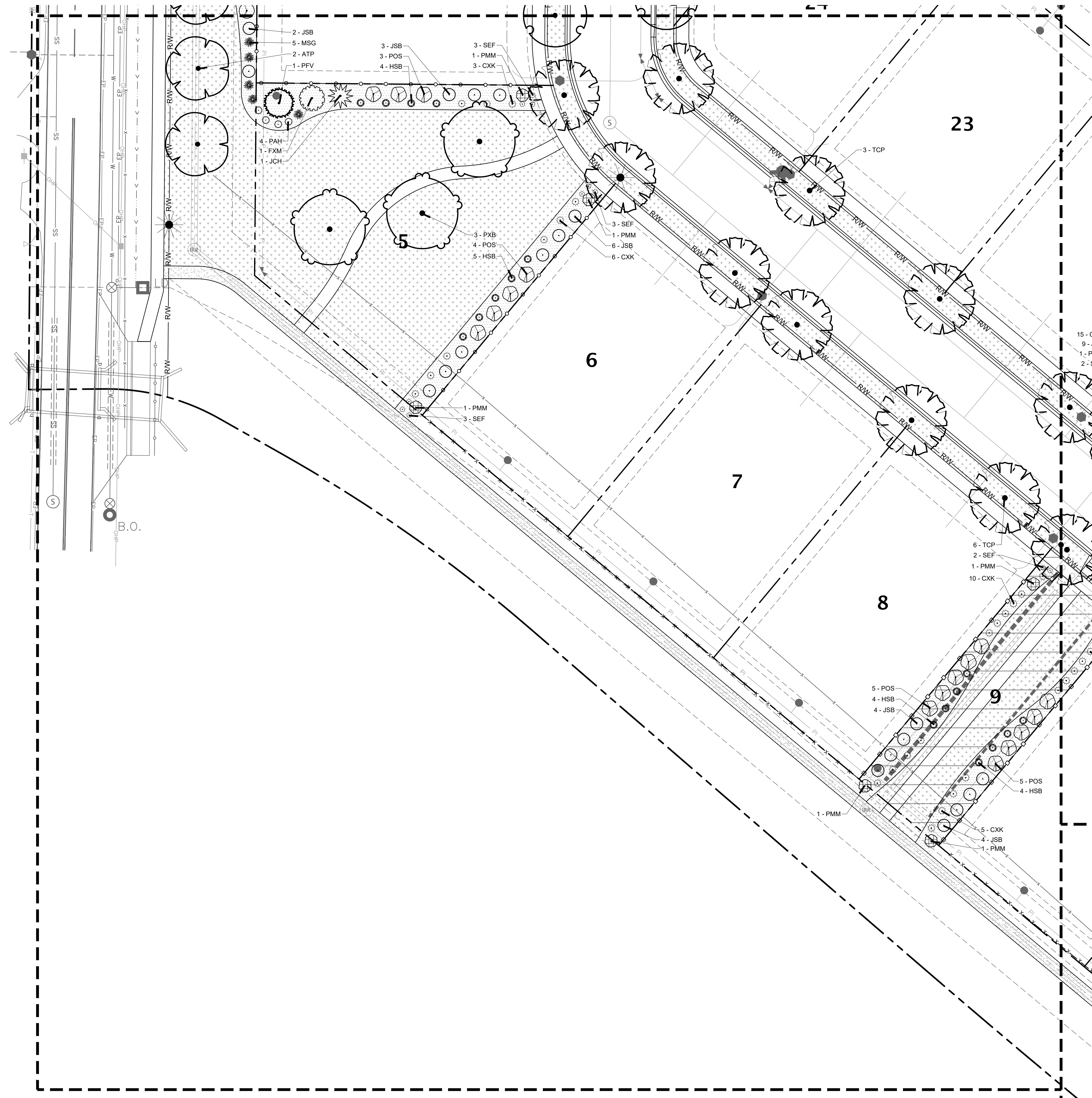
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PLANT SCHEDULE							
TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	ATP	Acer truncatum x platanooides 'Warrenred' TM / Pacific Sunset Maple	B&B	2"		52	30'h x 25'w, Class II
	ALJ	Amelanchier laevis 'JFS-Arb' TM / Spring Flurry Allegheny Serviceberry	B&B	2"		4	28'h x 20'w, Class I
	CCJ	Carpinus caroliniana 'JFS-KW6' TM / Native Flame American Hornbeam	B&B	2"		14	30'h x 20'w
	GTK	Gleditsia triacanthos inermis 'Draves' TM / Street Keeper Honey Locust	B&B	2"		5	45'h x 20'w, Class II
	LTE	Liriodendron tulipifera 'Emerald City' TM / Emerald City Tulip Tree	B&B	2"		10	50'h x 25'w, Class II
	PFV	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Limber Pine	B&B		6'-8' H	3	22'h x 12'w
	PXB	Platanus x acerifolia 'Bloodgood' / London Plane Tree	B&B	2"		7	50'h x 40'w, Class III
	PXN	Prunus x 'Newport' / Newport Flowering Plum	B&B	2"		6	20'h x 20'w, Class I
	TCP	Tilia cordata 'PNI 6025' TM / Greenspire Littleleaf Linden	B&B	2"		43	50'h x 30'w, Class II
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	FIELD2	SIZE	QTY	REMARKS
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	CCB	Caryopteris x clandonensis 'Blue Mist' / Blue Mist Shrub	2 gal			26	3'h x 3'w, Drought Tolerant
	FXM	Forsythia x 'Meadowlark' / Meadowlark Forsythia	5 gal			3	8'h x 10'w
	HSB	Helictotrichon sempervirens / Blue Oat Grass	1 gal			63	3'h x 3'w
	JCH	Juniperus chinensis 'Hetzi Glauca' / Hetzi Blue Juniper	5 gal			10	8'h x 10'w
	JHW	Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper	5 gal			15	6'h x 7'w
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	LAH	Lavandula angustifolia 'Hidcote Blue' / Hidcote Blue Lavender	1 gal			14	3'h x 3'w
	LXS	Leucanthemum x superbum / Shasta Daisy	1 gal			25	30'h x 24'w
	MSG	Miscanthus sinensis 'Gracillimus' / Maiden Grass	2 gal			25	6'h x 4'w
	PAH	Pennisetum alopecuroides 'Hameln' / Hameln Fountain Grass	2 gal			74	30'h x 24'w
	PLB	Philadelphus lewisii 'Blizzard' / Blizzard Mockorange	3 gal			8	6'h x 7'w, Drought Tolerant
	POD	Physocarpus opulifolius 'Dart's Gold' / Dart's Gold Ninebark	5 gal			38	5'h x 5'w
	POS	Physocarpus opulifolius 'Seward' TM / Summer Wine Ninebark	5 gal			41	6'h x 6'w
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	RXN	Rosa x 'Noare' TM / Flower Carpet Red Groundcover Rose	5 gal			23	2'h x 3'w
	RFG	Rudbeckia fulgida sullivantii 'Goldsturm' / Goldsturm Coneflower	1 gal			6	2'h x 2'w
	SEF	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	1 gal			21	18'h x 24'w, Drought Tolerant
	SNE	Sambucus nigra 'Eva' TM / Black Lace Elderberry	5 gal			30	7'h x 7'w

LANDSCAPE MATERIALS LEGEND:

	SOD LAWN		LANDSCAPE MULCH PER NOTE S/L150
	6' VINYL FENCE WITH OPEN LATTICE TOP		6' SOLID VINYL PRIVACY FENCE
	5' WROUGHT IRON FENCE		



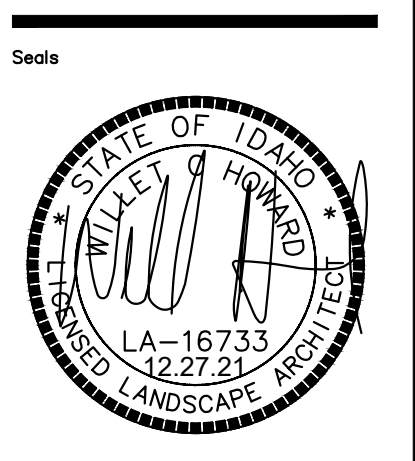
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 PHASE 4
 STAR, ID

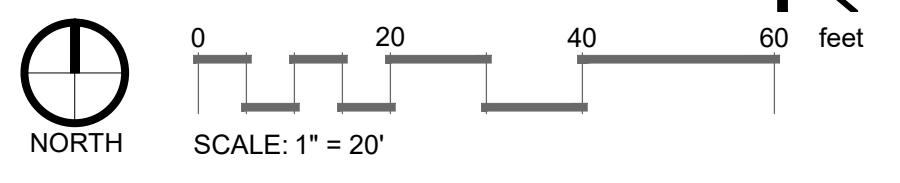
REVISIONS

MRK	DATE	Description
△	**	**

JOB NO: 21-2081
 DATE: 12.27.2021
 DRAWN BY: DW
 CHECKED BY: WH

DRAWING TITLE
PHASE 4 LANDSCAPE PLAN - AREA 2

SHEET NUMBER
L162



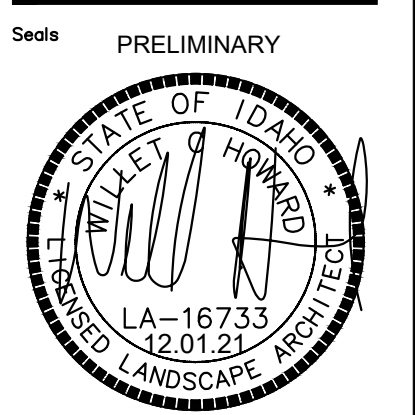
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WILD RYE CREEK SUBDIVISION
 PHASE III
 STAR, ID

REVISIONS

MRK	DATE	Description
△	**	**

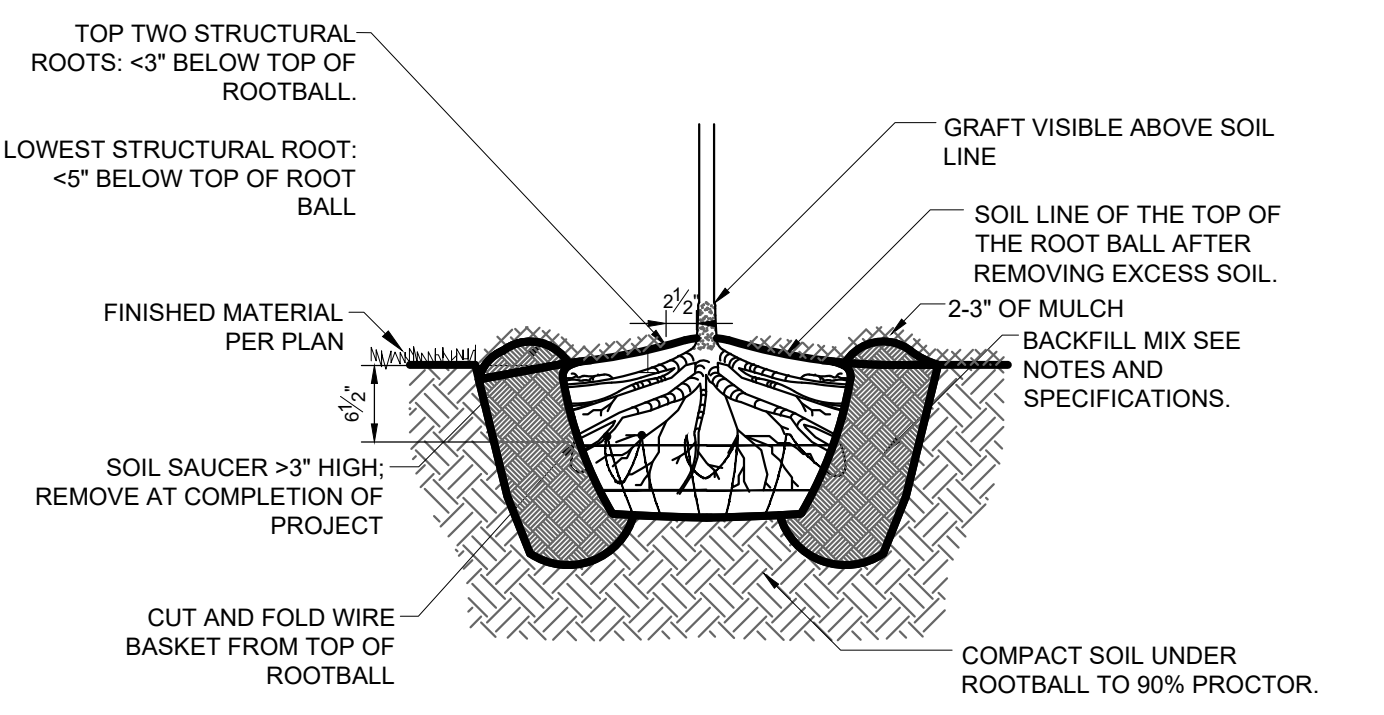
JOB NO:	21-2081
DATE:	12.01.2021
DRAWN BY:	DW
CHECKED BY:	WH

DRAWING TITLE

PHASE III
 LANDSCAPE
 DETAILS

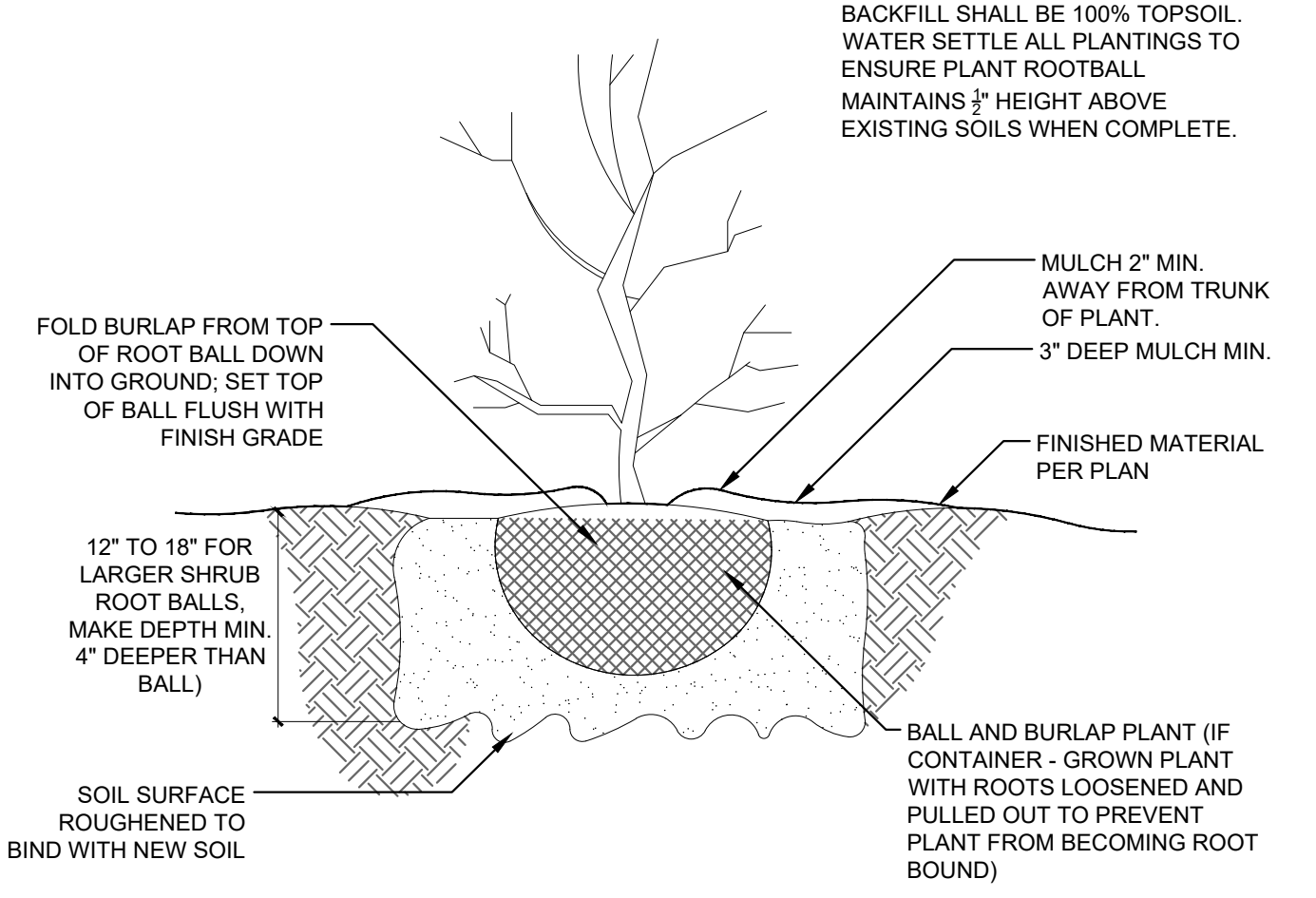
SHEET NUMBER
L150

- NOTES:
- DO NOT DAMAGE OR CUT LEADER
 - DO NOT DISTURB ROOT OR DAMAGE ROOT BALL WHEN INSTALLING TREE OR TREE STAKES.
 - TREE STAKING SHALL BE AT THE DISCRETION OF CONTRACTOR. HOWEVER ANY TREES DISTURBED FROM PLUMB DURING THE PLANT WARRANTEE PERIOD WILL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
 - WATER PLANTS THOROUGHLY IMMEDIATELY AFTER INSTALLATION.
 - REMOVE ALL BURLAP, TWINE, ROPE, OR MATERIAL FROM THE TOP 1/3 OF THE ROOTBALL.
 - 4" DIAMETER PLANTER BED/MULCH RING AROUND THE TRUNK OF THE TREE. 3" OF MULCH MIN. DO NOT PLACE MULCH WITHIN 2" OF TRUNK OF TREE.

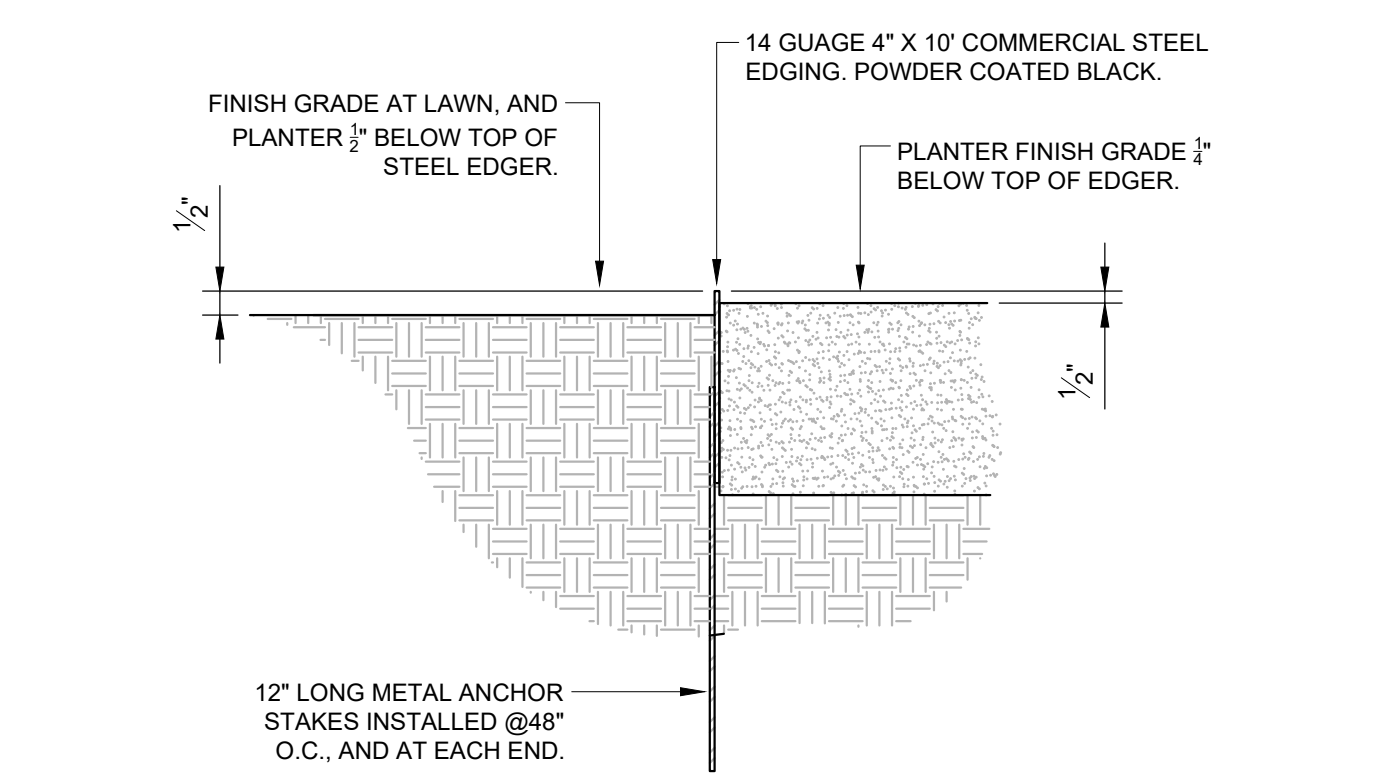


1 BALL AND BURLAP TREE PLANTING
 3/4" = 1'-0"

- NOTES:
- REMOVE ALL TAGS, TWINE OR OTHER NON BIODEGRADABLE MATERIALS ATTACHED TO PLANT OR ROOT MASS.



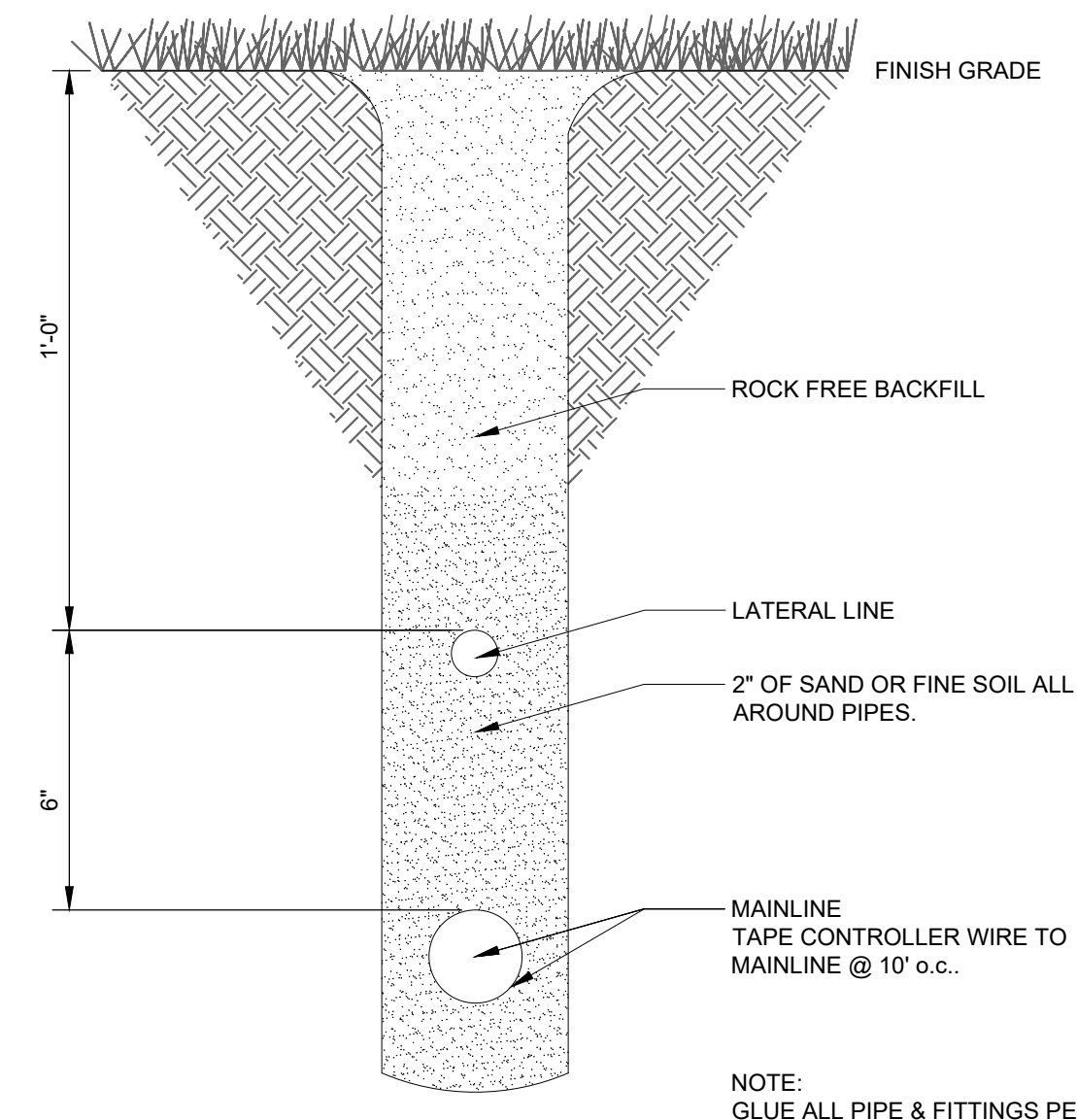
2 SHRUB PLANTING
 1" = 1'-0"



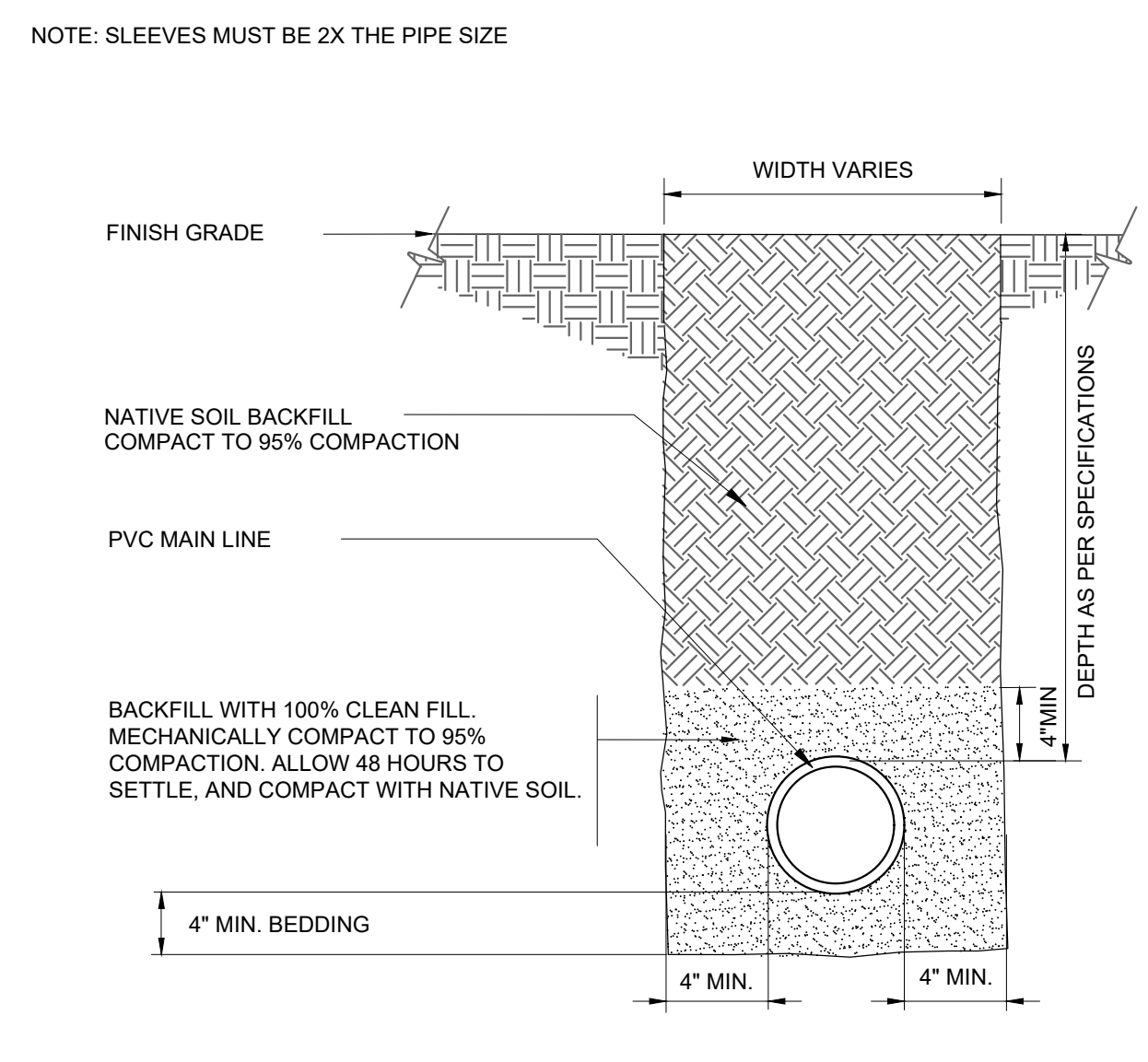
3 STEEL LANDSCAPE EDGING
 3" = 1'-0"

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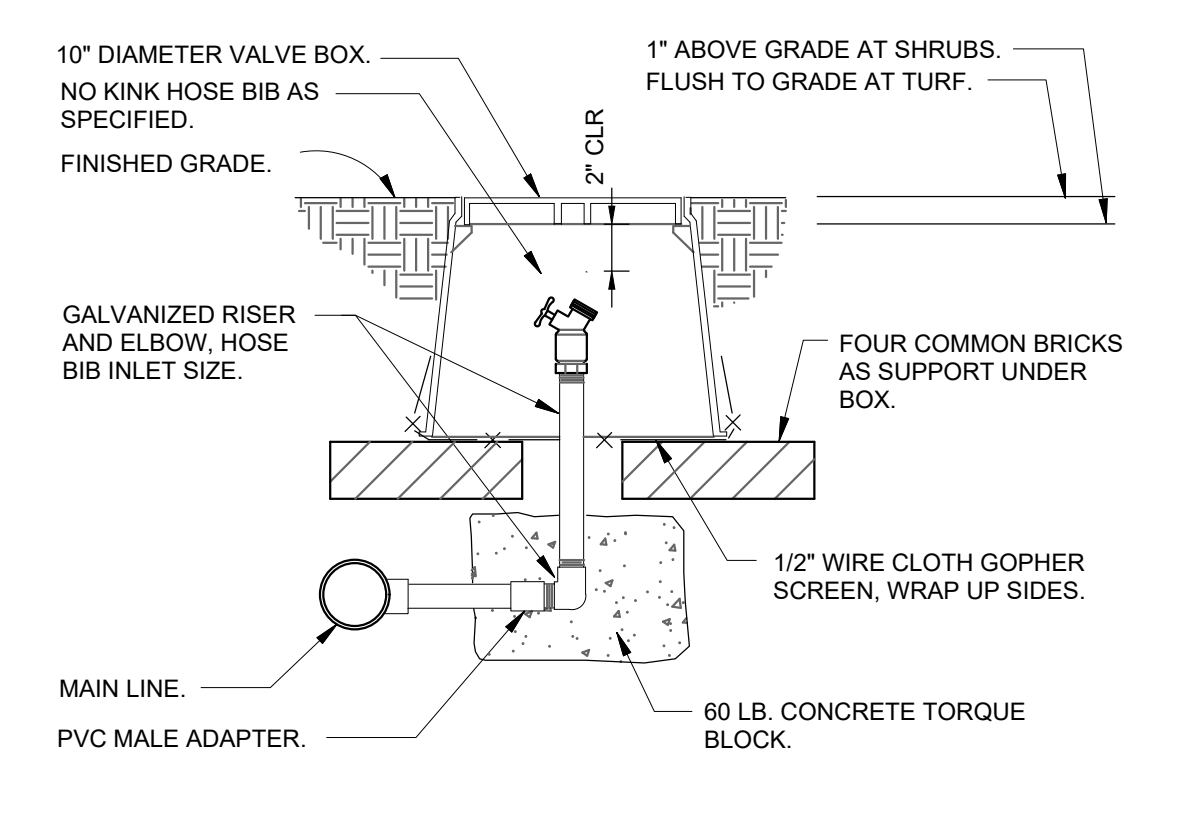
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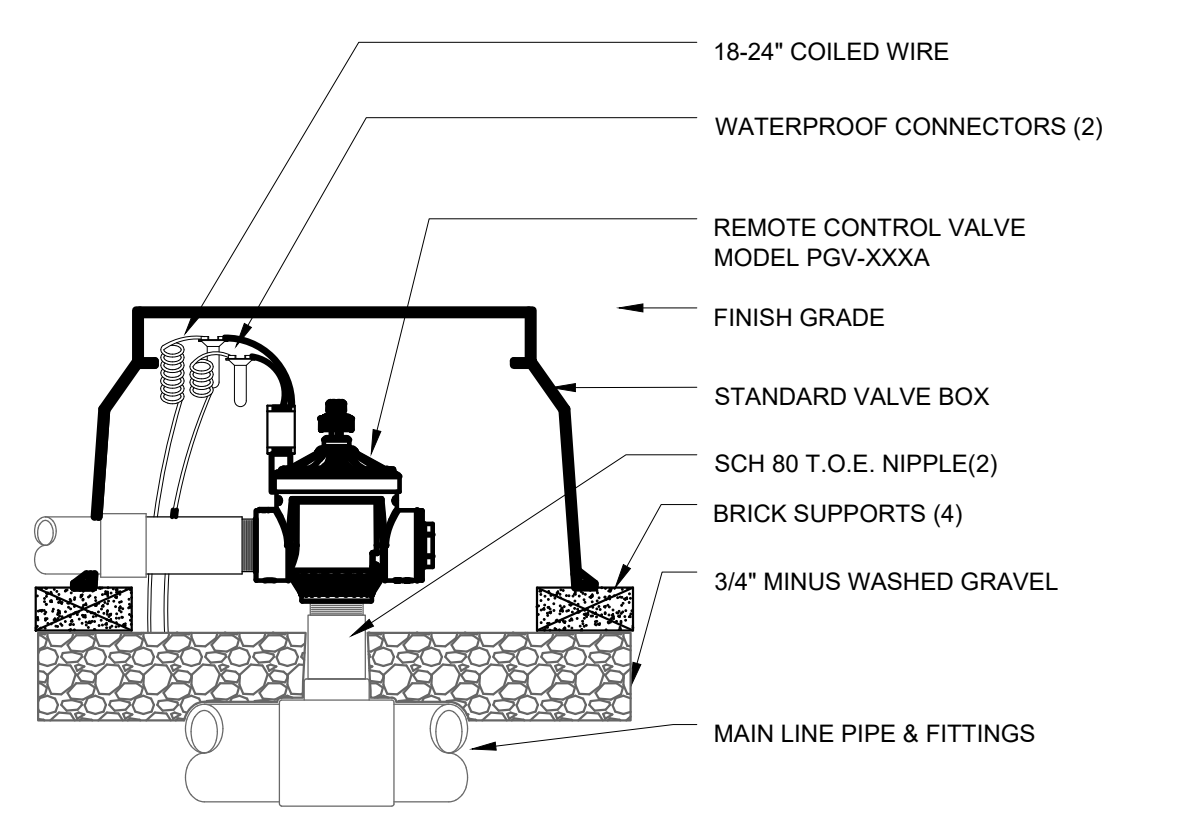
1 TRENCH SECTION DETAIL
3" = 1'-0" 328409.76-21



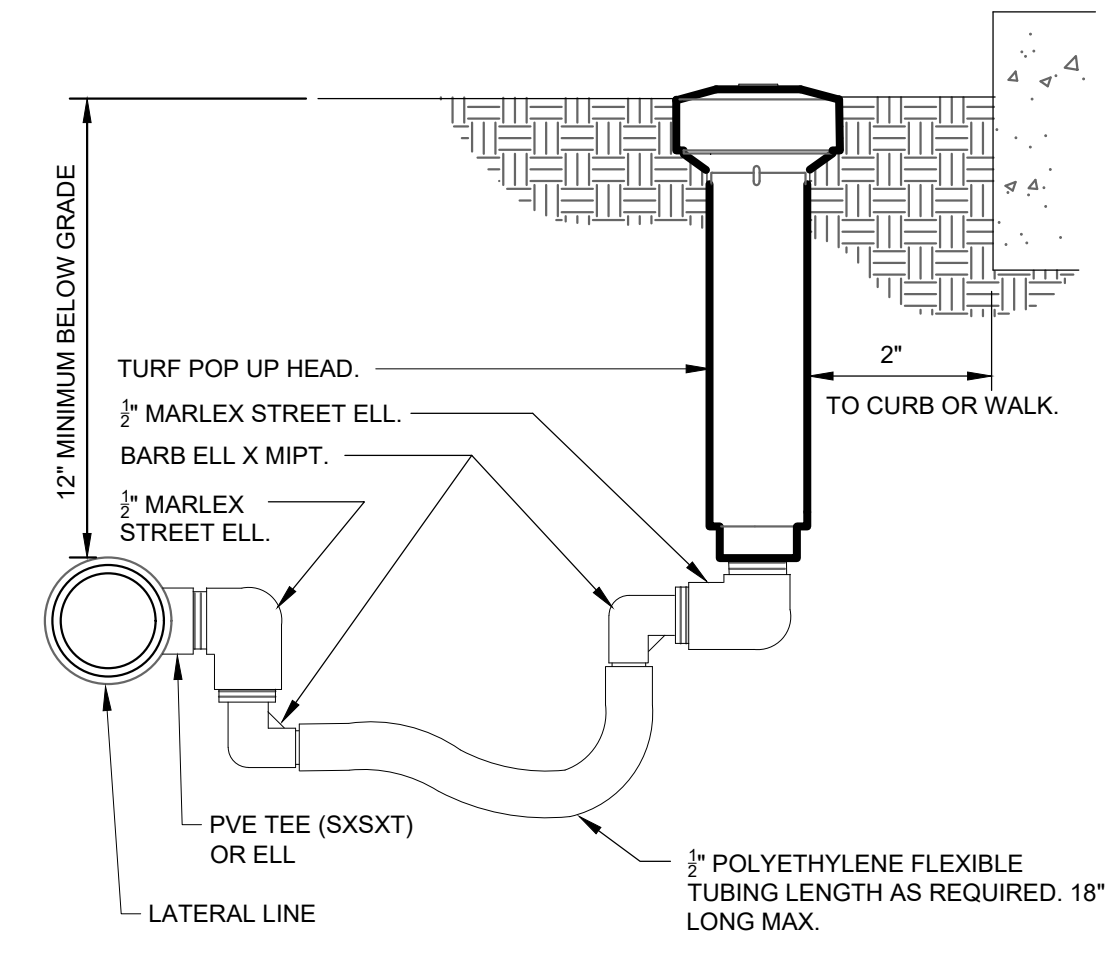
2 SLEEVE AT ROAD
1 1/2" = 1'-0" 328409.76-22



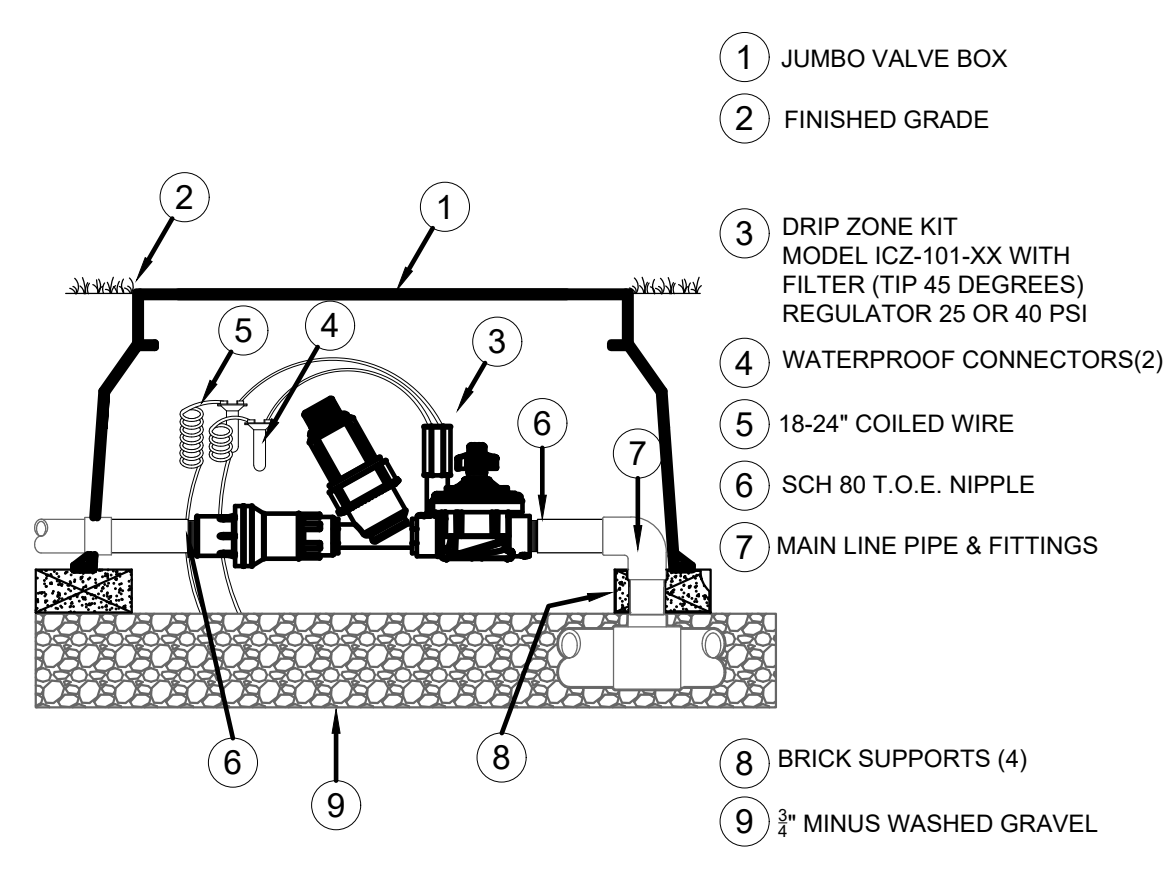
3 NO KINK HOSE BIB VALVE IN BOX
1 1/2" = 1'-0" 328406.46-07



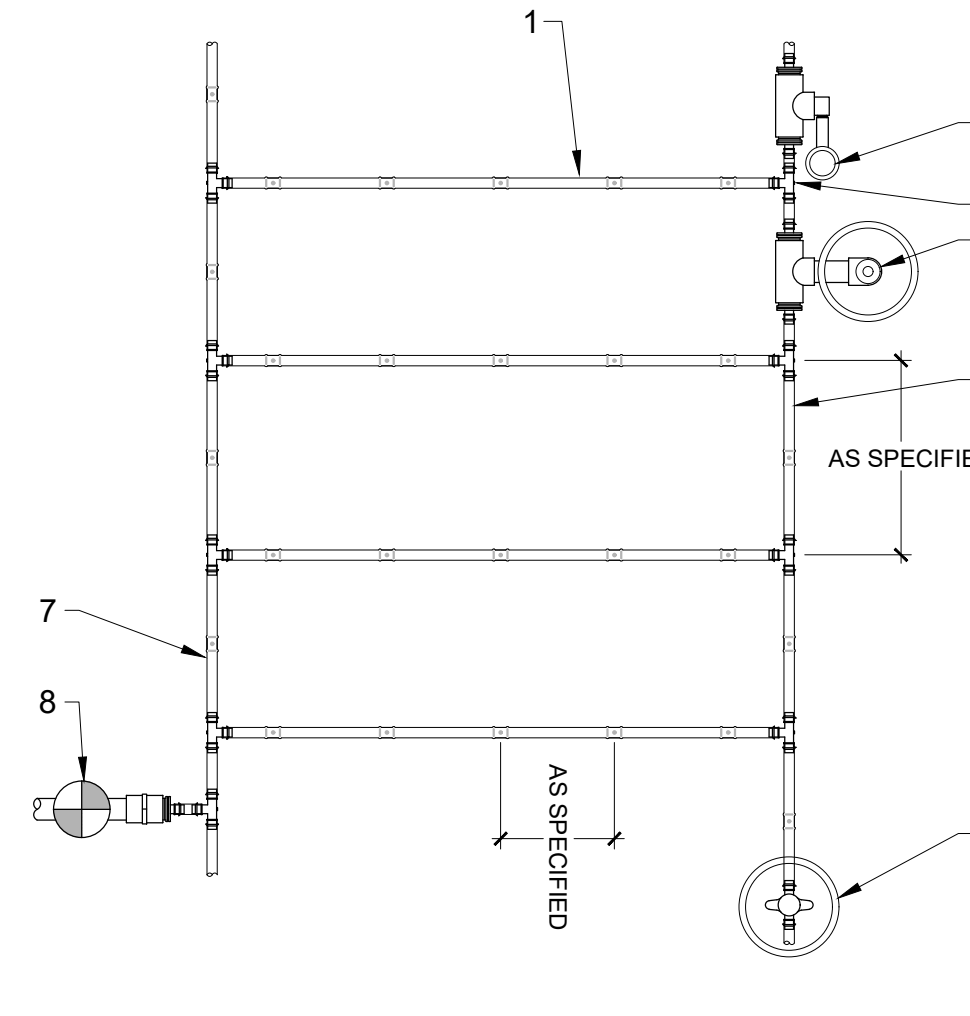
4 PGV ANGLE VALVE
1" = 1'-0" 328406.13-08



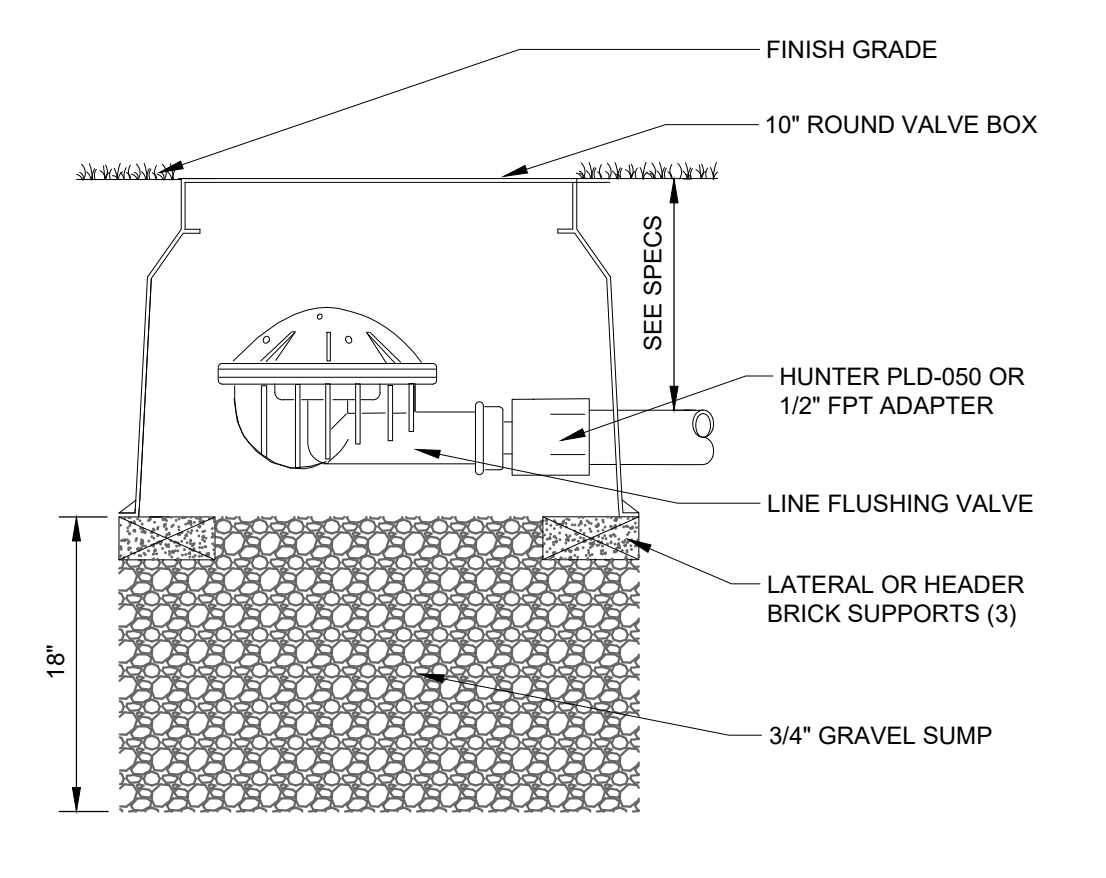
5 TURF SPRAY FLEX ASSEMBLY
3" = 1'-0" 328403.13-04



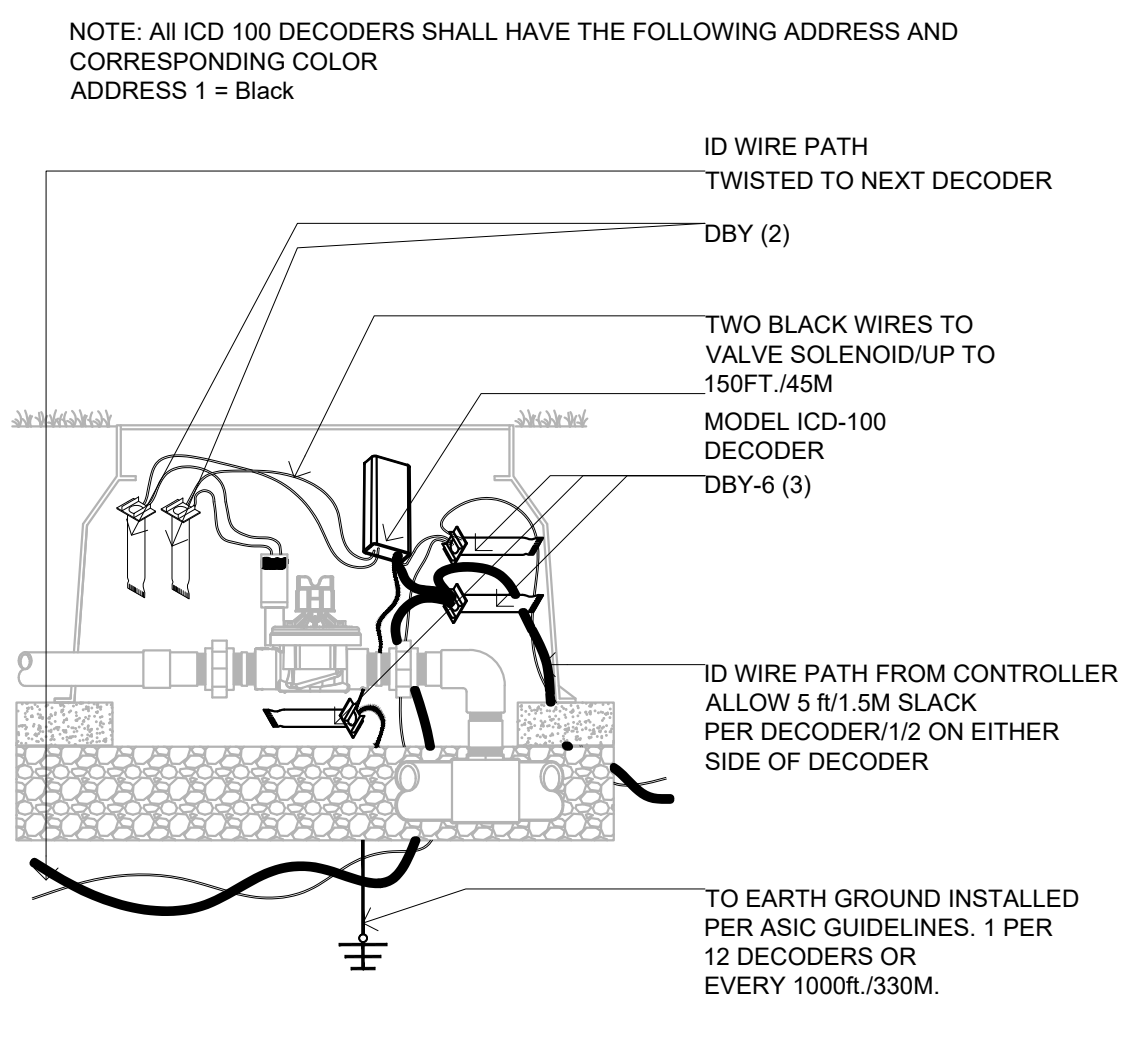
6 HUNTER ICZ DRIP CONTROL ZONE
1 1/2" = 1'-0" 328413.76-31



7 HUNTER DRIPLINE - PLANTING BED
N.T.S. 32 8413.56-07

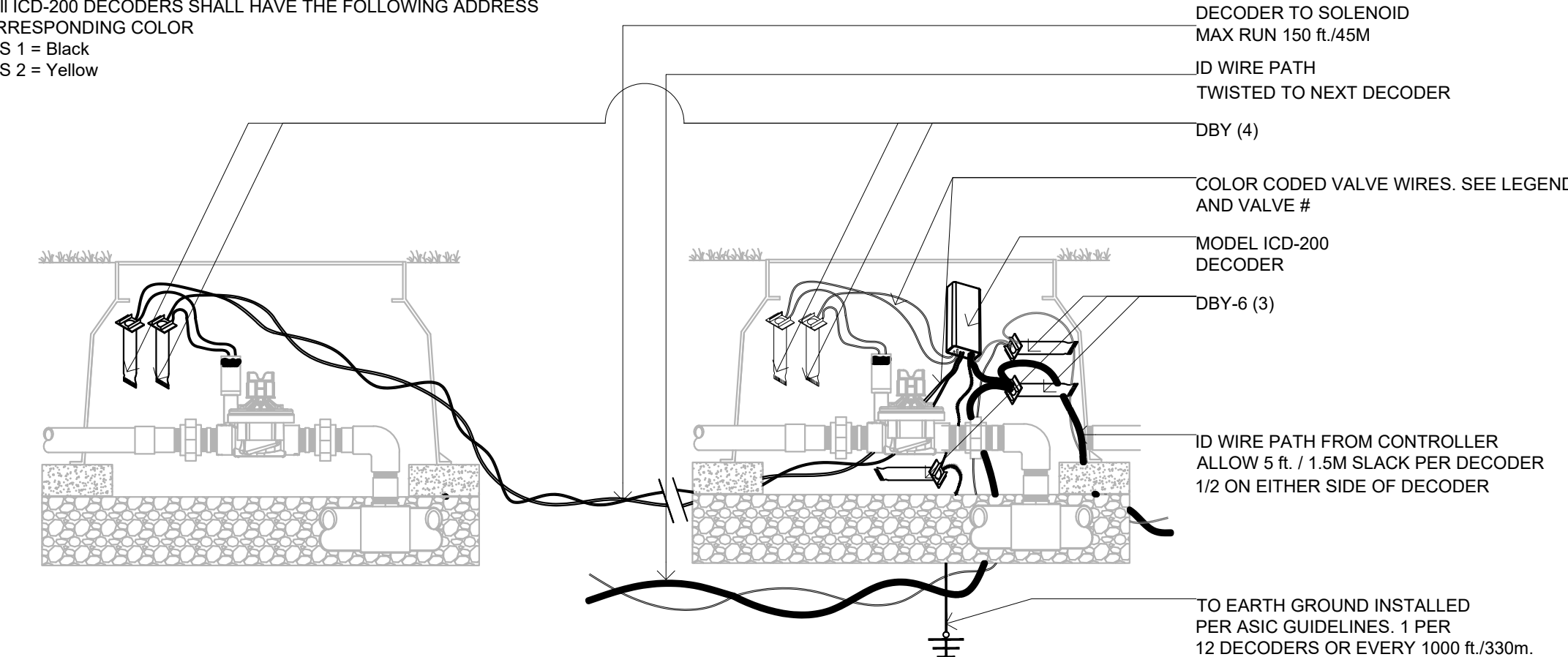


8 HUNTER - AUTO FLUSH VALVE
1 1/2" = 1'-0" FX-IR-HUNT-DREQ-03



9 HUNTER ICD 100 DECODER
1 1/2" = 1'-0" 32 8409.79-13

NOTE: All ICD-200 DECODERS SHALL HAVE THE FOLLOWING ADDRESS AND CORRESPONDING COLOR
ADDRESS 1 = Black
ADDRESS 2 = Yellow



10 HUNTER ICD 200 DECODER
1 1/2" = 1'-0" 32 8409.79-12

STACK ROCK GROUP
LANDSCAPE ARCHITECTURE & MASTER PLANNING
(208) 345-0500
404 S 8th St. #154
Boise, ID 83702
StackRockGroup.com
WILLET C HOWARD, PLA OFFICE: (208) 345.0500 EMAIL: WILLET@STACKROCKGROUP.COM WWW.STACKROCKGROUP.COM

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PRELIMINARY
STATE OF IDAHO
WILLET C HOWARD
LA-16733
2.01.21
LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

WILDREY CREEK SUBDIVISION
PHASE III
STAR, ID

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO: 21-2081
DATE: 12.01.2021
DRAWN BY: DW
CHECKED BY: WH

DRAWING TITLE
PHASE III IRRIGATION DETAILS

SHEET NUMBER
L250

STACK ROCK GROUP - CONSTRUCTION DOCUMENT SET



CITY OF STAR FINAL PLAT AND CONSTRUCTION DRAWING REVIEW CHECKLIST

Subdivision: Wildrye Phase: 3 Date: 2/2/2022
 Developable Lots: 45 Review No: _____
 Developer: Toll Brothers
 Tel: 208.424.0020 Fax: _____ Email: _____
 Engineer: Corinne Graham, P.E.
 Tel: 208.946.3874 Fax: _____ Email: cgraham@cswengineering.com
 Property Address: Can Ada Rd/Somerset Ln
 Reviewed By: Mike Hickman, Keller Associates
 Review Check By: Ryan Morgan, P.E., Keller Associates

FINAL PLAT REVIEW

ITEM	OK	NEED	N/A	FINAL PLAT APPLICATION REQUIREMENTS
1	X			Submit two (2) copies of final engineering construction drawings showing streets, sidewalk, water, sewer, pressure irrigation, street lighting, landscaping, and other public improvements.
2			X	Submit one (1) 8½ x 11 map showing property in relation to floodplain and/or floodway. Provide Floodplain Development Permit Application as required.
3	X			Provide (1) copy of the "Preliminary Plat Findings of Fact and Conclusions of Law".
4	X			Landscape plan provided. Confirm consistent with approved preliminary plat.
5				Verified written legal description.
6		X		Letter of credit for outstanding pressure irrigation and landscaping improvements only when weather conditions precludes construction of improvements prior to signature of mylar.
ITEM	OK	NEED	N/A	FINAL PLAT REVIEW
7	X			Public and private easements are shown on plat for open spaces, access drives, drainage facilities, floodway maintenance boundaries, offsite storage areas and connecting piping for detached flood water storage impoundments, existing irrigation ditches, new irrigation ditches or pipelines, bicycle / pedestrian pathways (connectivity to adjacent developments), and irrigation piping. Please update instrument numbers before final signatures are obtained.



Ada County Transmittal
Division of Community and Environmental Health

Section 5, Item C.

- ACZ
- Boise
- Eagle
- Garden City
- Meridian
- Kuna
- Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat FP-21-33

Wildtype 3

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - bedrock from original grade
 - waste flow characteristics
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - interim sewage
 - individual sewage
 - community sewage system
 - central water
 - individual water
 - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - sewage dry lines
 - community sewage system
 - central water
 - community water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
 - food establishment
 - beverage establishment
 - swimming pools or spas
 - grocery store
 - child care center
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.
- 14. _____

Reviewed By: Row Bach
 Date: 2/4/22

8	X			Right to Farm Act Note on face of plat.
9			X	Note on face of plat: "This subdivision is located within zone XX as shown on the firm panel ### , City of Star, Ada County, (or Canyon County?) Idaho and Incorporated Areas. A building permit shall not be issued for any lot that is located within the mapped floodplain until a Flood Plain Development Permit is obtained for the individual lot. Each lot within the mapped floodplain shall require an individual Flood Plain Development Permit."
10	X			10-foot utility and irrigation easements are shown, or noted, along the front lot lines, rear lot lines, and side lot lines as required.
11	X			Note is shown on the final plat: " Minimum building setbacks shall be in accordance with the City of Star applicable zoning and subdivision regulations at the time of issuance of individual building permits or as specifically approved and / or required, or as shown on the this plat. "
12	X			Seal of Professional Land Surveyor is displayed, dated, and signed on face of plat.
13			X	Water and sewer easements shown on face of plat. In Owner Certification referencing sewer and water. Update note in owner certification to reference receiving water and sewer from SSWD and not the City of Star.
14	X			On the signature page of the plat please include the following "I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, _____, HEREBY APPROVE THIS PLAT." underneath the APPROVAL OF CITY ENGINEER line, and before the signature line.
15	X			"Change of Ownership" document filed with the IDWR to the HOA for all conveyable water rights.

CONSTRUCTION DRAWING REVIEW

ITEM	OK	NEED	N/A	GENERAL
16	X			Construction drawings are stamped, signed, & dated by a professional engineer licensed in the State of Idaho.
17	X			Natural features map showing all existing site features and 1-foot contour elevations is provided in accordance with the City's code.
18	X			Each sheet has north arrow, graphic scale, date, title block and sheet number.
19	X			All profiles are drawn to the same horizontal scale as

				plan views.
20	X			Street lighting plans are provided showing pole locations and luminary types. At every corner and end of cul-de-sac. All street lighting shall be in accordance with the current edition of the ISPWC and the City of Star Supplemental Specifications.
ITEM	OK	NEED	N/A	FLOODPLAIN DEVELOPMENT
21			X	Provide completed Floodplain Application. Floodplain application must be approved prior to approval of final plat.
22			X	Floodplain and floodway boundaries and elevations are shown on the grading plans and final plat.
23			X	Building lowest floor elevations are greater than or equal to 2-feet above the base flood elevation, or verification is provided of flood proofing.
24			X	Enclosed spaces located below 2-feet above the BFE adequately vented (1 square inch of venting per square foot of enclosed space).
25			X	Roadway centerline elevations and manhole and other minor structure rim elevations are 0.5-feet above the base flood elevation.
26			X	All buildings are set back a minimum of 50-feet from the floodway boundary line except that when the area of special flood hazard boundary is 50-feet or less from the flood way line, the boundary line shall be the setback line.
27			X	Easements and conveyance provisions have been made for connection between the floodway and any detached floodwater storage impoundment.
28			X	Calculations are provided and show 48-hour max time period for 100% utilization of detached storage impoundment.
ITEM	OK	NEED	N/A	GRADING PLAN
29	X			Grading plans are provided and are stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
30	X			Grading plans show finished, existing, and base flood 1-foot contour elevations.
31	X			Drainage facilities and easements are shown.
32	X			Plan and profile sheets show proposed and existing utilities (rim elevations, pipe invert elevations, etc.), finished centerline roadway grades, existing grade, and base flood elevations.
33	X			Existing irrigation ditches, canals, and easements are shown.
34	X			Cut and fill slopes are no steeper than 2H:1V. (Spot checked by City Engineer)
35	X			Tops and toes of all cut and fill slopes are set back from

				property boundary at least 3-feet plus 1/5 the height of the cut or fill but need not exceed 10-feet. (Spot checked by City Engineer)
36	X			Tops and toes of cut and fill slopes are set back from structures 6-feet plus 1/5 of the height of the cut or fill but need not exceed 10-feet. (Spot checked by City Engineer)
37	X			Provisions have been made for permeant erosion control at pipe outfalls, along steep earth slopes, and within drainage ditches.
38			X	The vertical datum used for elevations shown on grading and drainage plans is NAVD 88 for all developments that are fully or partially within the floodplain.
39	X			Existing and proposed elevations match at property boundaries.
ITEM	OK	NEED	N/A	DRAINAGE PLAN
40	X			Drainage plans are provided and stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
41	X			Drainage calculations are provided and stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
42	X			Narrative is provided that describes the proposed method of stormwater retention.
43	X			Drainage calculations contain no arithmetic errors. Drainage basin map areas match calculations. (Spot checked by City Engineer)
44	X			The design storm, percolation rate, or other design criteria are within accepted limits. (ITD Zone A—IDF Curve; Storage designed for 100 year storm; Primary conveyance designed for 25-year storm)
45	X			Peak discharge rate and velocity through sand and grease traps calculated and are less than 0.5 ft/sec.
46	X			Section view of drainage facility provided.
47	X			Able to determine drainage directions from information given.
48	X			Drainage facilities do not conflict with other utilities. (Spot check by City Engineer)
49			X	Provision for conveyance or disposal of roof drainage provided for commercial developments.
50	X			Storm water pretreatment provided. BMP facilities are designed in conformance with the “State of Idaho Catalog of Stormwater Best Management Practices”.
51	X			5-foot setback from property line maintained for drainage facilities.

52	X			Drainage basin / pond dimensions listed or noted.
53	X			Drainage facilities drawn to scale on grading and drainage plan.
54	X			Drain rock, ASTM C33 sand, or pond liner specified.
55	X			3-foot separation from bottom of drainage facility to maximum seasonal high groundwater elevation shown on detail.
56			X	Vegetative cover shown over biofiltration facilities.
57			X	Appropriate license agreements have been executed and are provided for offsite discharge of storm water.
ITEM	OK	NEED	N/A	GRAVITY IRRIGATION
58	X			Plan approval letter is provided from the appropriate irrigation district.
ITEM	OK	NEED	N/A	PRESSURE IRRIGATION
59	X			Plans for a pressure irrigation system are provided (Required only if development contains more than four lots).
60	X			The pressure irrigation system is <i>not</i> connected to the potable water system.
61	X			Design provides a minimum of 15 gpm @ 45 PSI to each destination point.
62	X			Easements are provided for all pressure irrigation piping. (Note on face of plat).
63	X			Main line distribution piping is 3-inches in diameter or greater.
64			X	Provisions are made for diversion and flow measurement from a gravity irrigation source ditch.
65	X			Applicant provided verification with a signed contract indicating written assurance that provisions have been made for ownership, operation, and maintenance of the irrigation system.
66			X	Provide written verification and plan approval from Star Sewer and Water District if potable water is planned to be used as a secondary irrigation source.
67	X			Provided verification that water rights will be transferred to the association managing entity.
68	X			If pressure irrigation will not be available to each lot at all times, provide rotation schedule for irrigation system usage identifying times and days that pressure irrigation will be available to each lot.
ITEM	OK	NEED	N/A	RE-SUBMITTAL REQUIREMENTS*
69		X		Return (1) one revised plan set in pdf format with the redlined set for review and/or approval to Keller Associates. Unbound or un-collated plan sets will not be accepted.

70		X		Provide a response letter, referencing the City of Star , with the revised plan set that highlights what actions were taken to correct any outstanding items.
----	--	---	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------

***All re-submittals should be returned to the City of Star for re-review.**

Notes:

Additional Final Plat Comments:

-

Additional Construction Drawing Comments:

-



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

February 11, 2022

By e-mail: snickel@staridaho.org

City of Star
P.O. Box 130
Star, Idaho 83669

Subject: Wildrye Subdivision Final Plat Phase 3, FP-21-33

Dear Mr. Nickel:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: <https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).
- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.
- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.
- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: <https://www.deq.idaho.gov/water-quality/drinking-water/>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: <https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Rebecca Blankenau, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website <https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/> for assistance.

Response to Request for Comment

February 11, 2022

Page 5

- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2022AEK11



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

February 11, 2022

By e-mail: snickel@staridaho.org

City of Star
P.O. Box 130
Star, Idaho 83669

Subject: Wildrye Subdivision Final Plat Phase 4, FP-21-34

Dear Mr. Nickel:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: <https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

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- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

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- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
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For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: <https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Rebecca Blankenau, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website <https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/> for assistance.

Response to Request for Comment

February 11, 2022

Page 5

- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2022AEK12



CITY OF STAR FINAL PLAT AND CONSTRUCTION DRAWING REVIEW CHECKLIST

Subdivision: Wildrye Phase: 4 Date: 2/9/2022
 Developable Lots: 47 Review No: 1
 Developer: Toll Southwest, LLC.
 Tel: 208.424.0020 Fax: _____ Email: _____
 Engineer: Corinne Graham, P.E.
 Tel: 208.946.3874 Fax: _____ Email: cgraham@cswengineering.com
 Property Address: Can Ada Rd/Somerset Ln
 Reviewed By: Mike Hickman, Keller Associates
 Review Check By: Ryan Morgan, P.E., Keller Associates

FINAL PLAT REVIEW

ITEM	OK	NEED	N/A	FINAL PLAT APPLICATION REQUIREMENTS
1	X			Submit two (2) copies of final engineering construction drawings showing streets, sidewalk, water, sewer, pressure irrigation, street lighting, landscaping, and other public improvements.
2			X	Submit one (1) 8½ x 11 map showing property in relation to floodplain and/or floodway. Provide Floodplain Development Permit Application as required.
3	X			Provide (1) copy of the "Preliminary Plat Findings of Fact and Conclusions of Law".
4	X			Landscape plan provided. Confirm consistent with approved preliminary plat.
5	X			Verified written legal description.
6		X		Letter of credit for outstanding pressure irrigation and landscaping improvements only when weather conditions precludes construction of improvements prior to signature of mylar.
ITEM	OK	NEED	N/A	FINAL PLAT REVIEW
7	X			Public and private easements are shown on plat for open spaces, access drives, drainage facilities, floodway maintenance boundaries, offsite storage areas and connecting piping for detached flood water storage impoundments, existing irrigation ditches, new irrigation ditches or pipelines, bicycle / pedestrian pathways (connectivity to adjacent developments), and irrigation piping. Please update instrument numbers before final signatures are obtained.

8	X			Right to Farm Act Note on face of plat.
9			X	Note on face of plat: "This subdivision is located within zone XX as shown on the firm panel ### , City of Star, Ada County, (or Canyon County?) Idaho and Incorporated Areas. A building permit shall not be issued for any lot that is located within the mapped floodplain until a Flood Plain Development Permit is obtained for the individual lot. Each lot within the mapped floodplain shall require an individual Flood Plain Development Permit."
10	X			10-foot utility and irrigation easements are shown, or noted, along the front lot lines, rear lot lines, and side lot lines as required.
11	X			Note is shown on the final plat: " Minimum building setbacks shall be in accordance with the City of Star applicable zoning and subdivision regulations at the time of issuance of individual building permits or as specifically approved and / or required, or as shown on the this plat. "
12	X			Seal of Professional Land Surveyor is displayed, dated, and signed on face of plat.
13			X	Water and sewer easements shown on face of plat. In Owner Certification referencing sewer and water. Update note in owner certification to reference receiving water and sewer from SSWD and not the City of Star. Please update phase 1 & 2 accordingly as well.
14	X			On the signature page of the plat please include the following "I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, _____, HEREBY APPROVE THIS PLAT." underneath the APPROVAL OF CITY ENGINEER line, and before the signature line.
15	X			"Change of Ownership" document filed with the IDWR to the HOA for all conveyable water rights.

CONSTRUCTION DRAWING REVIEW

ITEM	OK	NEED	N/A	GENERAL
16	X			Construction drawings are stamped, signed, & dated by a professional engineer licensed in the State of Idaho.
17	X			Natural features map showing all existing site features and 1-foot contour elevations is provided in accordance with the City's code.
18	X			Each sheet has north arrow, graphic scale, date, title block and sheet number.

19	X			All profiles are drawn to the same horizontal scale as plan views.
20	X			Street lighting plans are provided showing pole locations and luminary types. At every corner and end of cul-de-sac. All street lighting shall be in accordance with the current edition of the ISPWC and the City of Star Supplemental Specifications.
ITEM	OK	NEED	N/A	FLOODPLAIN DEVELOPMENT
21			X	Provide completed Floodplain Application. Floodplain application must be approved prior to approval of final plat.
22			X	Floodplain and floodway boundaries and elevations are shown on the grading plans and final plat.
23			X	Building lowest floor elevations are greater than or equal to 2-feet above the base flood elevation, or verification is provided of flood proofing.
24			X	Enclosed spaces located below 2-feet above the BFE adequately vented (1 square inch of venting per square foot of enclosed space).
25			X	Roadway centerline elevations and manhole and other minor structure rim elevations are 0.5-feet above the base flood elevation.
26			X	All buildings are set back a minimum of 50-feet from the floodway boundary line except that when the area of special flood hazard boundary is 50-feet or less from the flood way line, the boundary line shall be the setback line.
27			X	Easements and conveyance provisions have been made for connection between the floodway and any detached floodwater storage impoundment.
28			X	Calculations are provided and show 48-hour max time period for 100% utilization of detached storage impoundment.
ITEM	OK	NEED	N/A	GRADING PLAN
29	X			Grading plans are provided and are stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
30	X			Grading plans show finished, existing, and base flood 1-foot contour elevations.
31	X			Drainage facilities and easements are shown.
32	X			Plan and profile sheets show proposed and existing utilities (rim elevations, pipe invert elevations, etc.), finished centerline roadway grades, existing grade, and base flood elevations.
33	X			Existing irrigation ditches, canals, and easements are shown.
34	X			Cut and fill slopes are no steeper that 2H:1V. (Spot checked by City Engineer)

35	X			Tops and toes of all cut and fill slopes are set back from property boundary at least 3-feet plus 1/5 the height of the cut or fill but need not exceed 10-feet. (Spot checked by City Engineer)
36	X			Tops and toes of cut and fill slopes are set back from structures 6-feet plus 1/5 of the height of the cut or fill but need not exceed 10-feet. (Spot checked by City Engineer)
37	X			Provisions have been made for permeant erosion control at pipe outfalls, along steep earth slopes, and within drainage ditches.
38			X	The vertical datum used for elevations shown on grading and drainage plans is NAVD 88 for all developments that are fully or partially within the floodplain.
39	X			Existing and proposed elevations match at property boundaries.
ITEM	OK	NEED	N/A	DRAINAGE PLAN
40	X			Drainage plans are provided and stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
41	X			Drainage calculations are provided and stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
42	X			Narrative is provided that describes the proposed method of stormwater retention.
43	X			Drainage calculations contain no arithmetic errors. Drainage basin map areas match calculations. (Spot checked by City Engineer)
44	X			The design storm, percolation rate, or other design criteria are within accepted limits. (ITD Zone A—IDF Curve; Storage designed for 100 year storm; Primary conveyance designed for 25-year storm)
45	X			Peak discharge rate and velocity through sand and grease traps calculated and are less than 0.5 ft/sec.
46	X			Section view of drainage facility provided.
47	X			Able to determine drainage directions from information given.
48	X			Drainage facilities do not conflict with other utilities. (Spot check by City Engineer)
49	X			Provision for conveyance or disposal of roof drainage provided for commercial developments.
50	X			Storm water pretreatment provided. BMP facilities are designed in conformance with the "State of Idaho Catalog of Stormwater Best Management Practices".
51	X			5-foot setback from property line maintained for drainage

				facilities.
52	X			Drainage basin / pond dimensions listed or noted.
53	X			Drainage facilities drawn to scale on grading and drainage plan.
54	X			Drain rock, ASTM C33 sand, or pond liner specified.
55	X			3-foot separation from bottom of drainage facility to maximum seasonal high groundwater elevation shown on detail.
56	X			Vegetative cover shown over biofiltration facilities.
57			X	Appropriate license agreements have been executed and are provided for offsite discharge of storm water.
ITEM	OK	NEED	N/A	GRAVITY IRRIGATION
58	X			Plan approval letter is provided from the appropriate irrigation district.
ITEM	OK	NEED	N/A	PRESSURE IRRIGATION
59	X			Plans for a pressure irrigation system are provided (Required only if development contains more than four lots).
60	X			The pressure irrigation system is <i>not</i> connected to the potable water system.
61	X			Design provides a minimum of 15 gpm @ 45 PSI to each destination point.
62	X			Easements are provided for all pressure irrigation piping. (Note on face of plat).
63	X			Main line distribution piping is 3-inches in diameter or greater.
64	X			Provisions are made for diversion and flow measurement from a gravity irrigation source ditch.
65	X			Applicant provided verification with a signed contract indicating written assurance that provisions have been made for ownership, operation, and maintenance of the irrigation system.
66	X			Provide written verification and plan approval from Star Sewer and Water District if potable water is planned to be used as a secondary irrigation source.
67	X			Provided verification that water rights will be transferred to the association managing entity.
68	X			If pressure irrigation will not be available to each lot at all times, provide rotation schedule for irrigation system usage identifying times and days that pressure irrigation will be available to each lot.
ITEM	OK	NEED	N/A	RE-SUBMITTAL REQUIREMENTS*
69		X		Return (1) one revised plan set in pdf format with the redlined set for review and/or approval to Keller Associates. Unbound or un-collated plan sets will not be

				accepted.
70		X		Provide a response letter, referencing the City of Star , with the revised plan set that highlights what actions were taken to correct any outstanding items.

***All re-submittals should be returned to the City of Star for re-review.**

Notes:

Additional Final Plat Comments:

-

Additional Construction Drawing Comments:

-



Ada County Transmittal
Division of Community and Environmental Health

Section 5, Item C.

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat FD-21-34

_____ Wildrye 4

- ACZ
- Boise
- Eagle
- Garden City
- Meridian
- Kuna
- Star

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - bedrock from original grade
 - waste flow characteristics
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - interim sewage
 - individual sewage
 - community sewage system
 - central water
 - individual water
 - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - sewage dry lines
 - community sewage system
 - central water
 - community water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
 - food establishment
 - beverage establishment
 - swimming pools or spas
 - grocery store
 - child care center
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.
- 14. _____

Reviewed By: *[Signature]*
 Date: 2/4/22

FINDINGS OF FACT AND CONCLUSIONS OF LAW
SPRINGTREE ESTATES SUBDIVISION
FILE NO. AZ-21-16/DA-21-24/PP-21-19

The above-entitled Annexation, Development Agreement and Preliminary Plat land use application came before the Star City Council for their action on February 15, 2022, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

Procedural History:

A. Project Summary:

The Applicant is seeking approval of Annexation and Zoning (RUT to R-3-DA), a Development Agreement, and Preliminary Plat for a proposed residential subdivision consisting of 14 residential lots and 2 common lots. The property is located at 9220 W. Beacon Light Road in Star, Idaho, and consists of 5 acres with a proposed density of 2.8 dwelling units per acre. The subject property is generally located on the northwest corner of N. Pollard Lane and w. Beacon Light Road. Ada County Parcel No. S0333334020.

B. Application Submittal:

A neighborhood meeting was held on September 15, 2021, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on December 20, 2021.

C. Notice of Public Hearing:

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on December 24, 2021. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on December 21, 2022. Notice was sent to agencies having jurisdiction in the City of Star on December 21, 2021. The property was posted in accordance with the Star Unified Development Code on February 4, 2022.

D. History of Previous Actions:

This property does not have any history of land use applications within the City of Star.

E. *Comprehensive Plan Land Use Map and Zoning Map Designations:*

	Zoning Designation	Comp Plan Designation	Land Use
Existing	RUT (County)	Estate Residential	Agricultural/Residential
Proposed	R-3-DA	Estate Residential	Single Family Residential
North of site	RUT (County)	Estate Residential	Agricultural/Residential
South of site	Residential (R-2)	Neighborhood Residential	Single Family Residential/Proposed Rivercreek Landing Subdivision
East of site	Residential (R-2)	Estate Residential	River Birch Golf Course
West of site	Residential (R-3)	Estate Residential	Single Family Residential/Proposed Cresta Del Sol Subdivision

F. *Development Features.*

ANNEXATION & REZONE:

The applicant is requesting approval of an annexation and zoning application with a zoning designation of Residential (R-3-DA) on 5 acres . This zoning district would allow for a maximum residential density of 3 dwelling unit per acre. The property is located in an area that will be serviceable with central sewer and water provided by Star Sewer and Water District in the near future. The property will be accessed by a public road and all roads in the development will be public. The rezone request includes a development agreement that will address future density and development standards.

PRELIMINARY PLAT:

The Preliminary Plat submitted contains 14 single family residential lots and 2 common area lots on 5.0 acres with a proposed density of 2.8 dwelling units per acre. The lots will have access and frontage from a public street. Lots will range in size from 8,363 square feet to 8,903 square feet with the average buildable lot being 8,535 square feet. The submitted preliminary plat is showing all local roads as public with paved streets measuring 36 feet from back of curb to back of curb. Primary access for the development will be from N. Pollard Road. Applicant is providing an emergency access on the southwest corner of the property to W. Beacon Light Road, with Fire District approval, this will provide two access point for the development. Sidewalks are proposed to be detached with a 5-foot, concrete sidewalk. Street names must be obtained by the Ada County Street Naming Committee prior to signature of the final plat. The applicant is proposing 2.47 acres (15%) of usable open space which satisfies the Unified Development Code.

The Unified Development Code, Section 8-4E-2 requires a development of this size to have a minimum of 1 site amenity. The applicant is proposing a pocket park with a walking path that will connect to a sidewalk along W. Beacon Light Road.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Internal sidewalks are proposed at five-foot (5') widths and will be detached throughout the development.
- Lighting
Streetlights shall reflect the "Dark Sky" criteria with all lighting. The same streetlight design shall continue throughout the entire development. The applicant has submitted a proposed streetlight plan. All proposed light locations satisfy City code. **Applicant has provided a streetlight design/cut sheet for City approval. The proposed fixture is not approved by the city. Applicant will be required to work with Staff and submit an updated cut sheet and design before signature of the final plat.**
- Street Names
Applicant has not provided documentation from Ada County that the street names are acceptable and have been approved. This will be required at final plat before the mylar can be signed.
- Landscaping - As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use "Treasure Valley Tree Selection Guide", as adopted by the Unified Development Code. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. **The submitted landscape plan does not appear to satisfy these requirements for the southwest common lot. Streets in the development do not show any street trees. These will need to be added once driveways are designed to receive occupancy permits.**
- Setbacks – The applicant is complying with the required setbacks of the R-3 zone, 5 feet per story on interior sides.
- Block lengths – All blocks meet the 750' block length requirement.
- Mailbox Cluster – Applicant has provided documentation from the Star Postmaster depicting the approved location for the mailbox cluster. Postmaster is authorizing a hitching post style mailbox on the west side of N. Pollard Road for the development.

- Phasing – The development is proposing to be built out in a single phase.
- Floodplain – The property is located in a Zone A SFHA. Base Flood Elevations will need to be established by the applicant and approved by the City Engineer/Flood Administrator prior to Final Plat approval.

DEVELOPMENT AGREEMENT

Through the Development Agreement process, the applicant is proposing to work with the City to provide further insurances that the development will be built as presented and/or modified by the Council through the review process. Items that should be considered by the applicant and Council include the following:

- Density;
- ITD Proportionate Share Fees;
- Emergency Access
- Future Development
- Private Street Option

STAFF ANALYSIS AND RECOMMENDATION

ACHD has responded to the application stating that a public street is not recommended due to the size of the subdivision with one roadway. Staff is also aware that the neighboring property owner to the north would not be in favor of the required ACHD stub street should the road be public. For these reasons, Staff is supportive of Council approving this development with a private street. If approved, Staff will place specific conditions of approval requiring a maintenance and funding agreement with the applicant.

Based upon the information provided to staff in the application and agency comments received to date, the proposed annexation and zoning request and associated applications including the preliminary plat meets the requirements, standards and intent for development as they relate to the Comprehensive Plan and Unified Development Code. The proposed density of 2.8 dwelling unit per acre is within the range of 1-3 dwelling units per acre allowed in the Estate Residential Comprehensive Plan Future Land Use Map. Staff is supportive of proposed diversity in lot sizes, housing sizes and density that the (R-3) zoning designation will provide.

The Council should consider the entire record and testimony presented at their scheduled public hearing prior to rendering its decision on the matter. Should the Council vote to approve the applications, either as presented or with added or revised conditions of approval, Council shall direct staff to draft findings of fact and conclusions of law for the Council to consider at a future date. A development agreement will also be brought back to the Council for review of proposed Conditions of Approval for the rezone.

G. Existing Site Characteristics:

Existing Site Characteristics: The property currently has a single-family residential home with outbuildings and vacant ground.

Irrigation/Drainage District(s): Farmer’s Union Ditch Company
P.O. Box 1474
Eagle, Idaho 83616

Flood Zone: This property is currently located in a Special Flood Hazzard Area.
Flood Zone: Zone A
FEMA FIRM Panel Number: 16001C0130J
Effective Date: 6/19/2020

Special On-Site Features:

- ✪ Areas of Critical Environmental Concern – No known areas.
- ✪ Evidence of Erosion – No evidence.
- ✪ Fish Habitat – No.
- ✪ Floodplain – Yes.
- ✪ Mature Trees – None.
- ✪ Riparian Vegetation – No.
- ✪ Steep Slopes – None.
- ✪ Stream/Creek – None.
- ✪ Unique Animal Life – No unique animal life has been identified.
- ✪ Unique Plant Life – No unique plant life has been identified.
- ✪ Unstable Soils – No known issues.
- ✪ Historical Assets – No historical assets have been observed.
- ✪ Wildlife Habitat – No known sensitive wildlife habitat observed.

H. Agencies Responding:

The following agencies responded, and correspondence was attached to the staff report.

DEQ	December 30, 2021
ACHD	January 13, 2022
Keller Associates as Floodplain Mgr.	February 8, 2022
Central District Health	December 21, 2021
Ada County Development Services	December 30, 2021
West Ada School District	January 14, 2022

I. Staff received the following letters & emails for the development:

Geoffrey and Jessica Bauchman

J. *Comprehensive Plan and Unified Development Code Provisions:*

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Estate Residential

Suitable primarily for single family residential use. Densities in this land use area are to range from 1 unit per acre to 3 units per acre. Densities not exceeding 1 to 2 units per acre are to be encouraged in areas of the floodplain, ridgeline developable areas, hillside developable areas, and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivided in the future. Clustering is encouraged to preserve open space. A density bonus may be considered if open space is preserved, and land of at least 40% of additional preserved open space is developable.

8.3 Goal:

Encourage the development of a diverse community that provides a mix of land uses, housing types, and a variety of employment options, social and recreational opportunities, and where possible, an assortment of amenities within walking distance of residential development.

8.4 Objectives:

- Implement the Land Use Map and associated policies as the official guide for development.
- Manage urban sprawl in order to minimize costs of urban services and to protect rural areas.
- Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses.

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

A. The Neighborhood Residential Land Use is to encourage urban style development densities to limit urban sprawl.

B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivided in the future.

8.5.9 Additional Land Use Component Policies:

- Encourage flexibility in site design and innovative land uses.
- Work with Ada County Highway District (ACHD), Canyon Highway District #4 (CHD4), and Idaho Department of Transportation (ITD) for better coordination of roadway and access needs.
- Support well-planned, pedestrian-friendly developments.
- Dark sky provision should be adopted within the code to assure down style lighting in all developments and Star should consider joining the International Dark Sky Association.

18.4 Implementation Policies:

F. Development Agreements allow the city to enter into a contract with a developer upon rezoning. The Development Agreement may provide the city and the developer with certain assurances regarding the proposed development upon rezoning.

Unified Development Code:

8-1B-1: ANNEXATION AND ZONING; REZONE:

B. Standards:

1. The subject property shall meet the minimum dimensional standards of the proper district.
2. The city may require a development agreement in conjunction with the annexation and zoning, or rezone, pursuant to Idaho Code section 67-6511A, which may include a concept plan. In addition to other processes permitted by city and state code, exceptions or waivers of standards, other than use, may be permitted through execution of a development agreement. A development agreement and concept plan shall be required for any rezone to a mixed-use zone, high density zone or land which includes steep slope (land over 25%) or floodway.
3. The termination of a development agreement shall result in the reversal of the official zoning map amendment approval and applicable development approval for any undeveloped portion of property subject to the development agreement. The undeveloped property subject to the

development agreement shall be rezoned to the district classification as designated by the development agreement. When no designation is provided, the property shall revert to its original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.

4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.

5. An approved development agreement must be executed within ninety (90) days of the meeting at which the development agreement is approved by the city council. A one-time administrative extension of maximum thirty (30) days may be granted by the zoning administrator. Additional extensions may be approved by majority vote of the city council. Failure to execute the development agreement within the required timeframe will result in the denial of all related applications.

C. Required Findings: The council shall review the application at the public hearing. In order to grant an annexation and zoning or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;
2. The map amendment complies with the regulations outlined for the proposed district;
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare; and
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.
5. The annexation (as applicable) is in the best interest of city.

8-3A-1: ZONING DISTRICTS AND PURPOSE ESTABLISHED:

R RESIDENTIAL DISTRICT: To provide regulations and districts for various residential neighborhoods. Gross density in a Residential (R) district shall be determined according to the numeral following the R. The numeral designates the maximum number of dwelling units per acre. In zoning designations of R-1, R-2, R-3, R-4 and R-5, housing shall be single family detached unless approved with a PUD or development agreement. Connection to municipal water and sewer facilities are required for all subdivision and lot split applications submitted after the effective date hereof in all districts exceeding one dwelling unit per acre. Wells and septic systems may be permitted for larger lots in this land use designation that are not adjacent to municipal services, as determined by the Sewer District, and if approved by the applicable Health Department. Private streets may be approved in this district for access to newly subdivided or split property. This district does allow for some non-residential uses as specified in 8-3A-3.

DA DEVELOPMENT AGREEMENT: This designation, following any zoning designation noted on the official zoning map of the city (i.e., C-2-DA), indicates that the zoning was approved by the city with a development agreement, with specific conditions of zoning.

ZONING DISTRICT USES	A	R-R	R
Accessory structure	A	A	A
Dwelling:			
Multi-family 1	N	N	C
Secondary 1	A	A	A
Single-family attached	N	N	C
Single-family detached	P	P	P
Two-family duplex	N	N	P

8-3A-3: USES WITHIN ZONING DISTRICTS

The following table lists principal permitted (P), accessory uses (A), conditional (C), or prohibited (N) uses.

8-3A-4: ZONING DISTRICT DIMENSIONAL STANDARDS:

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front (1)	Rear	Interior Side	Street Side
R-3	35'	15' to living area/side load garage 20' to garage face	15'	5' per story (2)	20'

Notes:

1. Interior side yard setbacks for lots with 50' or less of lot width shall be allowed 5' interior side yard setbacks for one and two-story structures.
2. Front yard setback shall be measured from the face of the garage to the face of the sidewalk,

allowing for 20' of parking on the driveway without overhang onto the sidewalk.

8-4E-2: COMMON OPEN SPACE AND SITE AMENITY REQUIREMENTS - STANDARDS:

A. Open Space and Site Amenity Requirement (see also Chapter 8 "Architectural Review"):

1. The total land area of all common open space shall equal or exceed fifteen percent (15%) of the gross land area of the development. Ten percent (10%) of that area shall be usable open space.
2. Each development is required to have at least one site amenity.
3. One additional site amenity shall be required for each additional twenty (20) acres of development area, plus one additional amenity per 75 residential units.
4. Developments with a density of less than 1 dwelling units per acre may request a reduction in total required open space and amenities to the Council. Developments with a density of less than 2 dwelling units per acre may request a 50% reduction in total required open space to the Council.
5. For multi-family developments, see Section 8-5-20 for additional standards.

B. Qualified Open Space: The following may qualify to meet the common open space requirements:

1. Any open space that is active or passive in its intended use, and accessible or visible by all residents of the development, including, but not limited to:
 - a. Open grassy area of at least fifty feet by one hundred feet (50' x 100') in area;
 - b. Qualified natural areas;
 - c. Ponds or water features where active fishing, paddle boarding or other activities are provided (50% qualifies towards total required open space, must be accessible by all residents to qualify.) ponds must be aerated;
 - d. A plaza.
2. Additions to a public park or other public open space area.
3. The buffer area along collector and arterial streets may be included in required overall common open space for residential subdivisions.
4. Parkway along local residential streets with detached sidewalks that meet all the following standards may count toward the common open space requirement:
 - a. The parkway is a minimum of eight feet (8') in width from street curb to edge of sidewalk and includes street trees as specified otherwise herein.
 - b. Except for alley accessed dwelling units, the area for curb cuts to each residential lot or common driveway shall be excluded from the open space calculation. For purposes of this

calculation, the curb cut area shall be a minimum area of twenty-six feet (26') by the width of the parkway.

c. Stormwater detention facilities do not qualify to meet the common area open space requirements, unless all of the following is met:

1. Must be at least fifty feet by one hundred feet (50' x 100') in area;
2. Specifically designed as a dual use facility, as determined by the administrator, to include minimal slopes, grass throughout, and guarantee of water percolation within 24 hours of storm event.
3. Is located in a development that has a second usable open space area that contains a qualified site amenity as herein defined.

5. Visual natural space, including open ditches, wetlands, slopes or other areas that may not be readily accessible to residents, and is provided with open style fencing, may qualify for up to 20% of the required open space total.

C. Qualified Site Amenities: Qualified site amenities shall include, but not be limited to, the following:

1. Clubhouse;
2. Fitness facilities, indoors or outdoors;
3. Public art;
4. Picnic area; or
5. Recreation amenities:
 - a. Swimming pool.
 - b. Children's play structures.
 - c. Sports courts.
 - d. Additional open space in excess of 5% usable space.
 - e. RV parking for the use of the residents within the development.
 - f. School and/or Fire station sites if accepted by the district.
 - g. Pedestrian or bicycle circulation system amenities meeting the following requirements:
 - (1) The system is not required for sidewalks adjacent to public right of way;
 - (2) The system connects to existing or planned pedestrian or bicycle routes outside the development; and
 - (3) The system is designed and constructed in accord with standards set forth by the city of Star;

D. Location: The common open space and site amenities shall be located on a common lot or an area with a common maintenance agreement.

8-1B-1C ANNEXATION/REZONE FINDINGS:

1. The map amendment complies with the applicable provisions of the Comprehensive Plan.

The Council finds that the purpose of the Star Comprehensive Plan is to promote the health, safety, and general welfare of the people of the City of Star and its Impact Area. Some of the prime objectives of the Comprehensive Plan include:

- ✓ *Protection of property rights.*
- ✓ *Adequate public facilities and services are provided to the people at reasonable cost.*
- ✓ *Ensure the local economy is protected.*
- ✓ *Encourage urban and urban-type development and overcrowding of land.*
- ✓ *Ensure development is commensurate with the physical characteristics of the land.*

The goal of the Comprehensive Plan for Land Use is to encourage the development of a diverse community that provides a mixture of land uses, housing types, and a variety of employment options, social and recreational opportunities, and where possible provides an assortment of amenities within walking distance of a residential development. The Council finds that this annexation is in compliance with the Comprehensive Plan.

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

The Council finds that that the proposal complies with the proposed district and purpose statement. The purpose of the residential districts is to provide regulations and districts for various residential neighborhoods with gross densities in compliance with the intent of the Comprehensive Plan designation. Housing shall be single family detached unless approved with a PUD or development agreement. Connection to municipal water and sewer facilities are required for all subdivision and lot split applications in all districts exceeding one dwelling unit per acre. Private streets may be approved in this district for access to newly subdivided or split property.

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

The Council finds that there is no indication from the material and testimony submitted that the rezoning of this property will be materially detrimental to the public health, safety or welfare.

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.

The Council finds that the City has not been presented with any information from agencies having jurisdiction that public services will be adversely impacted other than

traffic, which will continue to be impacted as the City grows. Emergency services were reviewed and mitigation recommended by the Star Fire District.

5. The annexation is in the best interest of the city.

The Council finds the annexation request is reasonably necessary for the continued, orderly development of the City.

8-6A-7: PRELIMINARY PLAT FINDINGS:

1. The plat is in conformance with the Comprehensive Plan;
The Council finds that the Preliminary Plat, as approved and conditioned meets all requirements associated with Section 8-6A-3 of the UDC and is consistent with the Comprehensive Plan and will meet the intent of the Land Use designation. Further, the property is required to develop under the guidelines of the Comprehensive Plan and requirements of the Unified Development Code.
2. Public Services are available or can be made available and are adequate to accommodate the proposed development;
The Council finds that Agencies having jurisdiction on this parcel were notified of this action. The City has not received notice that public services are not available or cannot be made available for this development. Emergency services were reviewed and mitigation recommended by the Star Fire District.
3. There is public financial capability of supporting services for the proposed development;
The Council finds that the City has not received notice from any jurisdictional agency that there are any problems with public financial capability for this development.
4. The development will not be detrimental to the public health, safety or general welfare;
The Council finds that the City has not been made aware of any known detriment that will be caused by this development. Residential uses are a permitted use and are compatible with other residential uses in the immediate area.
5. The development preserves significant natural, scenic or historic features;
The Council finds that there are no known natural, scenic, or historic features that have been identified with this Preliminary Plat. The property has been in previous agricultural production.

Public Hearing of the Council:

- a. A public hearing on the application was heard by the City Council on February 15, 2022, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.

b. Oral testimony regarding the application was presented to the City Council by:

- Marianne Payne
- Antonio Conti
- Geoffrey Bauchman
- Steve Greene
- Cody Larson

c. Written testimony in favor of or opposing the application was presented to the City Council at the hearing by:

None

Deliberations and Conclusions of Law:

The Council reviewed the particular facts and circumstances of this proposed annexation and zoning and preliminary plat application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the zoning and platting of the development. Review and discussion included development layout, access and street configuration, setbacks, open space, pathways and landscaping. The Council concluded that the Applicant's request, as conditioned, meets the requirements for annexation and preliminary plat. Council hereby incorporates the staff report dated February 15, 2022, together with the hearing minutes into the official decision as part of these Findings of Fact, Conclusions of Law.

Statement of Compliance:

Council finds the Applicant has met all requirements of the Unified Development Code and the intent and purpose of the Comprehensive Plan and Map requirements.

Council added to the Preliminary Plat application and Development Agreement the following conditions of approval to their decision to approve the applications to include the following:

- Council approves a Private Street for the development to be built to City and ACHD standards
- The applicant shall submit a revised preliminary plat and landscape plan with a maximum of 13 residential lots, including 5 lots along the northern boundary with a minimum of 12,000 square feet each
- 7' Sidewalks shall be installed along Beacon Light Road
- The applicant shall provide required landscape buffers along Beacon Light Road and N. Pollard Lane and shall include a concrete pathway from the proposed cul-de-sac to Beacon Light Road. The Council hereby waives all remaining open space and amenity requirements
- Mailboxes shall be provided that are constructed with durable materials, with style and location to be approved by the postmaster

- The applicant shall satisfy all local, state and federal requirements associated with the existing floodplain prior to any improvements on the property, or as approved by the City Engineer
- The applicant shall provide upgraded landscaping along the northern boundary of the subdivision in the rear yards of the northern lots
- The applicant shall satisfy all drainage concerns voiced at the public hearing, including the extension of the existing culvert and distribution of on-site drainage
- The applicant shall be responsible to pay ITD proportionate shares, as determined by the District

Conditions of Approval:

1. The approved Preliminary Plat for the Springtree Estates Subdivision, as revised, shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **The private street shall meet all requirements of the Star Fire District, including width and turn-around, and shall be built to City and ACHD requirements.**
3. **The Applicant/Owner shall submit a private street maintenance plan, including future funding, in compliance with Section 8-4D-3C of the UDC.**
4. **The applicant shall enter into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System. ITD will calculate the fees and provide to the applicant and City. These fees will be collected by the City of Star, by phase, prior to final plat signature. The development agreement shall be signed and recorded as part of the ordinance for annexation and zoning and shall contain the details of the fees to be collected.**
5. **A Base Flood Elevation shall be completed and approved by the City Engineer/Floodplain Administrator prior to approval of the Final Plat.**
6. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision. Streetlights shall be continuous throughout the subdivision and shall be maintained by the Homeowners Association. **Streetlights shall be installed and energized prior to issuing of building permits.** Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall work with staff and submit a streetlight design that meets city standards prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
7. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
8. The property associated with this approved Final Plat, in addition to the property of all future phases shall be properly maintained throughout the construction process to include trash picked up and trash receptacles emptied with regular frequency, streets swept and cleaned weekly, including any streets used to access the property and all debris shall be prevented from accumulating on any adjacent property or public right of way and shall remove all debris from public way at least daily.

9. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
- 10. Street trees shall be installed per Chapter 8, Section 8-8C-2-M(2) Street Trees. Applicant shall provide locations for the local street trees at the time of final plat. If driveway locations will not be determined until sale of the lot, Applicant agrees to not receive the Certificate of Occupancy until street trees are confirmed in place.**
- 11. Applicant shall provide an updated landscape plan showing the revised plat layout and the correct number of trees within the buffers, common lots, along with the streets.**
12. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
13. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
14. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
- 15. A letter from the US Postal Service shall be given to the City at Final Plat stating the subdivision is in compliance with the Postal Service.**
16. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met, including annexation into the District.
- 17. Prior to signing the final plat, Applicant shall provide approval from Ada County for all street names, and they should be accurately reflected on the plat.**
18. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance, unless amended in the Development Agreement or CUP conditions.
19. Development standards for single family residential units shall comply with effective building and zoning requirements at time of building permit issuance, or as approved through the Development Agreement or as stated herein.
20. All common areas shall be owned and maintained by the Homeowners Association.
21. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
22. A sign application is required for any subdivision signs.
- 23. Owner/Developer will agree to install a 2" (High Density Polyethylene) HDPE SDR-11 roll pipe in the shared utility trench to be used for future fiber optic and/or copper telecommunication cables.**

Council Decision:

The Council voted 4-0 to approve the Annexation, Development Agreement and Preliminary Plat for Springtree Estates Subdivision on February 15, 2022.

Dated this 15th day of March 2022.

Star, Idaho

ATTEST:

Jacob M. Qualls, City Clerk

By: _____
Trevor A. Chadwick, Mayor

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
KIRSHNER-DILL ANNEXATION
FILE NO. AZ-21-15/DA-21-23**

The above-entitled Annexation, Zoning and Development Agreement land use application came before the Star City Council for their action on February 15, 2022, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

Procedural History:

A. Project Summary:

The Applicant is seeking approval of Annexation and Zoning (RUT to R-1-DA), and a Development Agreement. The property is located at 2689 N. Brandon Road in Star, Idaho, and consists of 10.9 acres. The subject property is generally located on the southwest corner of N. Brandon Road and W. New Hope Road. Ada County Parcel No. R7626810020.

B. Application Submittal:

A neighborhood meeting was held on January 18, 2022, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on January 6, 2022.

C. Notice of Public Hearing:

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on January 27, 2022. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on January 6, 2022. Notice was sent to agencies having jurisdiction in the City of Star on January 6, 2022. The property was posted in accordance with the Star Unified Development Code on January 13, 2022.

D. History of Previous Actions:

This property does not have any history of land use applications within the City of Star.

E. Comprehensive Plan Land Use Map and Zoning Map Designations:

	Zoning Designation	Comp Plan Designation	Land Use
Existing	RUT (County)	Neighborhood Residential	Agricultural/Residential
Proposed	R-1-DA	Neighborhood Residential	Agricultural/Single Family Residential
North of site	Residential (R-3-DA)	Estate Residential	Approved Stargazer Subdivision
South of site	Residential (R-1-DA)	Neighborhood Residential	Approved Haven Ranch Subdivision
East of site	RUT (County)	Neighborhood Residential	Single Family Residential
West of site	Residential (R-4)	Neighborhood Residential	Single Family Residential/Agricultural

F. *Development Features.*

ANNEXATION & REZONE:

The applicant is requesting approval of an annexation and zoning application with a zoning designation of Residential (R-1-DA) on 10.9 acres. This zoning district would allow for a maximum residential density of 1 dwelling unit per acre. The property is located in an area that will be serviceable with central sewer and water provided by Star Sewer and Water District in the near future. The property will be accessed from N. Brandon Road, as it is today. The rezone request includes a development agreement.

The property owners intent is to annex and zone the property and then split the property into two parcels. The owner intends to keep the eastern corner parcel and potentially sell the western parcel for redevelopment. Council should discuss whether to condition sidewalks along N. Brandon Road and W. New Hope Road as this may be the only opportunity to get this portion of sidewalk built. Council may want to consider or condition sidewalks upon development of the western parcel, should that happen in the future. Ada County Development Services has requested that sidewalks also be considered as part of their review.

DEVELOPMENT AGREEMENT

Through the Development Agreement process, the applicant is proposing to work with the City to provide further insurances that the development will be built as presented and/or modified by the Council through the review process. Items that should be considered by the applicant and Council include the following:

- Emergency Access
- Future Development
- Sidewalk along the property for both Brandon and New Hope Road

STAFF ANALYSIS AND RECOMMENDATION

The applicant originally requested an R-3 designation, however, without a clear plan on how the property will redevelop in the future, staff is only supportive of the R-1 designation at this time. Once a plan for development is clear, the applicant can submit a rezone application with the preliminary plat for redevelopment of the western parcel that meets the current Comprehensive Plan Future Land Use Map designation.

Based upon the information provided to staff in the applications and agency comments received to date, the proposed annexation and zoning request meets the requirements, standards and intent for development as they relate to the Comprehensive Plan and Unified Development Code. The proposed density of 1.0 dwelling unit per acre is well below the 3-5 dwelling units per acre allowed in the Neighborhood Residential Comprehensive Plan Future Land Use Map.

The Council should consider the entire record and testimony presented at their scheduled public hearing prior to rendering its decision on the matter. Should the Council vote to approve the application, either as presented or with added or revised conditions of approval, Council shall direct staff to draft findings of fact and conclusions of law for the Council to consider at a future date. A development agreement will also be brought back to the Council for review of proposed Conditions of Approval for the rezone.

G. Existing Site Characteristics:

Existing Site Characteristics: The property currently has a single-family residential home with outbuildings and vacant ground.

Irrigation/Drainage District(s): Farmer’s Union Ditch Company
P.O. Box 1474
Eagle, Idaho 83616

HRM Lateral

Flood Zone: This property is not located in a Special Flood Hazzard Area.
Flood Zone: Zone X
FEMA FIRM Panel Number: 16001C0130J
Effective Date: 6/19/2020

Special On-Site Features:

- ✪ Areas of Critical Environmental Concern – No known areas.
- ✪ Evidence of Erosion – No evidence.
- ✪ Fish Habitat – No.
- ✪ Floodplain – No.
- ✪ Mature Trees – Yes.

- ✧ Riparian Vegetation – No.
- ✧ Steep Slopes – None.
- ✧ Stream/Creek – Pond and irrigation ditch.
- ✧ Unique Animal Life – No unique animal life has been identified.
- ✧ Unique Plant Life – No unique plant life has been identified.
- ✧ Unstable Soils – No known issues.
- ✧ Historical Assets – No historical assets have been observed.
- ✧ Wildlife Habitat – No known sensitive wildlife habitat observed

H. *Agencies Responding:*

The following agencies responded, and correspondence was attached to the staff report.

Ada County Development Services	January 10, 2022
ACHD	January 25, 2022

I. Staff received the following letters & emails for the development:

None

J. *Comprehensive Plan and Unified Development Code Provisions:*

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Neighborhood Residential:

Suitable primarily for single family residential use. Densities in the majority of this land use area are to range from 3 units per acre to 5 units per acre. Densities not exceeding 1 to 2 units per acre are to be encouraged in areas of the floodplain, ridgeline developable areas, hillside developable areas, and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivided in the future.

8.3 Goal:

Encourage the development of a diverse community that provides a mix of land uses, housing types, and a variety of employment options, social and recreational opportunities, and where possible, an assortment of amenities within walking distance of residential development.

8.4 Objectives:

- Implement the Land Use Map and associated policies as the official guide for development.
- Manage urban sprawl in order to minimize costs of urban services and to protect rural areas.
- Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses.

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

A. The Neighborhood Residential Land Use is to encourage urban style development densities to limit urban sprawl.

B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivide in the future.

8.5.9 Additional Land Use Component Policies:

- Encourage flexibility in site design and innovative land uses.
- Work with Ada County Highway District (ACHD), Canyon Highway District #4 (CHD4), and Idaho Department of Transportation (ITD) for better coordination of roadway and access needs.
- Support well-planned, pedestrian-friendly developments.
- Dark sky provision should be adopted within the code to assure down style lighting in all developments and Star should consider joining the International Dark Sky Association.

18.4 Implementation Policies:

F. Development Agreements allow the city to enter into a contract with a developer upon rezoning. The Development Agreement may provide the city and the developer with certain assurances regarding the proposed development upon rezoning.

Unified Development Code:

8-1B-1: ANNEXATION AND ZONING; REZONE:

B. Standards:

1. The subject property shall meet the minimum dimensional standards of the proper district.

2. The city may require a development agreement in conjunction with the annexation and zoning, or rezone, pursuant to Idaho Code section 67-6511A, which may include a concept plan. In addition to other processes permitted by city and state code, exceptions or waivers of standards, other than use, may be permitted through execution of a development agreement. A development agreement and concept plan shall be required for any rezone to a mixed-use zone, high density zone or land which includes steep slope (land over 25%) or floodway.

3. The termination of a development agreement shall result in the reversal of the official zoning map amendment approval and applicable development approval for any undeveloped portion of property subject to the development agreement. The undeveloped property subject to the development agreement shall be rezoned to the district classification as designated by the development agreement. When no designation is provided, the property shall revert to its original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.

4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.

5. An approved development agreement must be executed within ninety (90) days of the meeting at which the development agreement is approved by the city council. A one-time administrative extension of maximum thirty (30) days may be granted by the zoning administrator. Additional extensions may be approved by majority vote of the city council. Failure to execute the development agreement within the required timeframe will result in the denial of all related applications.

C. Required Findings: The council shall review the application at the public hearing. In order to grant an annexation and zoning or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;
2. The map amendment complies with the regulations outlined for the proposed district;
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare; and
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.
5. The annexation (as applicable) is in the best interest of city.

8-3A-1: ZONING DISTRICTS AND PURPOSE ESTABLISHED:

R RESIDENTIAL DISTRICT: To provide regulations and districts for various residential neighborhoods. Gross density in a Residential (R) district shall be determined according to the

numeral following the R. The numeral designates the maximum number of dwelling units per acre. In zoning designations of R-1, R-2, R-3, R-4 and R-5, housing shall be single family detached unless approved with a PUD or development agreement. Connection to municipal water and sewer facilities are required for all subdivision and lot split applications submitted after the effective date hereof in all districts exceeding one dwelling unit per acre. Wells and septic systems may be permitted for larger lots in this land use designation that are not adjacent to municipal services, as determined by the Sewer District, and if approved by the applicable Health Department. Private streets may be approved in this district for access to newly subdivided or split property. This district does allow for some non-residential uses as specified in 8-3A-3.

DA DEVELOPMENT AGREEMENT: This designation, following any zoning designation noted on the official zoning map of the city (i.e., C-2-DA), indicates that the zoning was approved by the city with a development agreement, with specific conditions of zoning.

8-3A-3: USES WITHIN ZONING DISTRICTS

<u>ZONING DISTRICT USES</u>	A	R-R	R
Accessory structure	A	A	A
Dwelling:			
Multi-family 1	N	N	C
Secondary 1	A	A	A
Single-family attached	N	N	C
Single-family detached	P	P	P
Two-family duplex	N	N	P

The following table lists principal permitted (P), accessory uses (A), conditional (C), or prohibited (N) uses.

8-3A-4: ZONING DISTRICT DIMENSIONAL STANDARDS:

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front (1)	Rear	Interior Side	Street Side
R-1	35'	30'	30'	10'	20'

Notes:

1. Interior side yard setbacks for lots with 50' or less of lot width shall be allowed 5' interior side yard setbacks for one and two-story structures.
2. Front yard setback shall be measured from the face of the garage to the face of the sidewalk, allowing for 20' of parking on the driveway without overhang onto the sidewalk.

8-1B-1C ANNEXATION/REZONE FINDINGS:

1. The map amendment complies with the applicable provisions of the Comprehensive Plan.

The Council finds that the purpose of the Star Comprehensive Plan is to promote the health, safety, and general welfare of the people of the City of Star and its Impact Area. Some of the prime objectives of the Comprehensive Plan include:

 - ✓ *Protection of property rights.*
 - ✓ *Adequate public facilities and services are provided to the people at reasonable cost.*
 - ✓ *Ensure the local economy is protected.*
 - ✓ *Encourage urban and urban-type development and overcrowding of land.*
 - ✓ *Ensure development is commensurate with the physical characteristics of the land.*

The goal of the Comprehensive Plan for Land Use is to encourage the development of a diverse community that provides a mixture of land uses, housing types, and a variety of employment options, social and recreational opportunities, and where possible provides an assortment of amenities within walking distance of a residential development. The Council finds that this annexation is in compliance with the Comprehensive Plan.
2. The map amendment complies with the regulations outlined for the proposed district, specifically, the purposes statement.

The Council finds that that the proposal complies with the proposed district and purpose statement. The purpose of the residential districts is to provide regulations and districts for various residential neighborhoods with gross densities in compliance with the intent of the Comprehensive Plan designation. Housing shall be single family detached unless approved with a PUD or development agreement. Connection to municipal water and sewer facilities are required for all subdivision and lot split applications in all districts exceeding one dwelling unit per acre. Private streets may be approved in this district for

access to newly subdivided or split property.

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

The Council finds that there is no indication from the material and testimony submitted that the rezoning of this property will be materially detrimental to the public health, safety or welfare.

- 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.

The Council finds that the City has not been presented with any information from agencies having jurisdiction that public services will be adversely impacted other than traffic, which will continue to be impacted as the City grows.

- 5. The annexation is in the best interest of the city.

The Council finds the annexation request is reasonably necessary for the continued, orderly development of the City.

Public Hearing of the Council:

a. A public hearing on the application was heard by the City Council on February 15, 2022, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.

b. Oral testimony regarding the application was presented to the City Council by:

- Kim Owens

c. Written testimony in favor of or opposing the application was presented to the City Council at the hearing by:

None

Deliberations and Conclusions of Law:

The Council reviewed the particular facts and circumstances of this proposed annexation and zoning in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the rezoning and platting of the development. Review and discussion included drainage, sidewalks and future redevelopment. The Council concluded that the Applicant’s request meets the requirements for annexation. Council hereby incorporates the staff report dated February 15, 2022, together with the hearing minutes into the official decision as part of these Findings of Fact, Conclusions of Law.

Statement of Compliance:

Council finds the Applicant has met all requirements of the Unified Development Code and the intent and purpose of the Comprehensive Plan and Map requirements.

Council added to the Development Agreement the following conditions of approval to their decision to approve the application to include the following:

- Sidewalk shall be constructed on the corner parcel (eastern parcel) at the time of redevelopment of the western parcel, or through ACHD impact fees as New Hope Road is improved, whichever comes first.

Council Decision:

The Council voted 4-0 to approve the Annexation and Development Agreement for the Kirshner-Dill property on February 15, 2022.

Dated this 15th day of March 2022.

Star, Idaho

By: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
STAR RIVER MEADOWS SUBDIVISION ANNEXATION
FILE NO. AZ-21-17**

The above-entitled Annexation and Zoning land use application came before the Star City Council for their action on February 1, 2022, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

Procedural History:

A. Project Summary:

The Applicant is seeking approval of an Annexation and Zoning (R-3) for the annexation of the existing Star River Meadows Subdivision into the City of Star. The annexation of the subdivision includes a total of 13 existing residential lots and associated common lots. The properties included in this annexation are located on River Ranch Lane in Star, Canyon County, Idaho and consists of approximately 4.8 acres. The subject property is generally located south of W. State Street (Hwy 44) at Bent Lane.

B. Application Submittal:

A neighborhood meeting was held on October 12, 2021, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on October 28, 2021.

C. Notice of Public Hearing:

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on January 7, 2022. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on December 16, 2021. Notice was sent to agencies having jurisdiction in the City of Star on October 28, 2021. The property was posted in accordance with the Star Unified Development Code on December 31, 2021.

D. History of Previous Actions:

The Star River Meadows was originally platted within Canyon County in February 2021. The development annexed into the Star Sewer & Water District but not the City of Star.

E. *Surrounding Zoning, Comprehensive Plan Land Use Map and Zoning Map Designations:*

	Zoning Designation	Comp Plan Designation	Land Use
Existing	County Rural Residential	Estate Residential	Existing Residential Subdivision
Proposed	Residential (R-3)	Estate Residential	Existing Residential Subdivision
North of site	County Rural Residential	Neighborhood Residential	Single Family Residential/Agricultural
South of site	Residential (R-2)	Estate Residential	Star River Ranch Subdivision
East of site	County Rural Residential	Estate Residential	Agricultural
West of site	County Rural Residential	Neighborhood Residential	Agricultural

F. *Development Features.*

ANNEXATION & ZONING:

The annexation and zoning request from the Star River Meadows Subdivision will bring the existing 4.8-acre, 13 residential lot development into the City of Star. The R-3 zoning designation proposed is consistent with the current Comprehensive Plan Map. The subdivision has already annexed into the Star Sewer and Water District and will be connecting to existing services.

The existing subdivision was developed with a 50' wide public road with a cul-de-sac and attached sidewalk. Because this was a rural development when approved by Canyon County, the subdivision does not include streetlights or fire hydrants. Municipal sewer and water service is being provided by Star Sewer and Water District. When the City annexes this property, they will be annexing the subdivision under its current configuration.

STAFF ANALYSIS & RECOMMENDATIONS

Staff is supportive of bringing this existing subdivision into the City of Star. The builders will be required to meet the current R-3 zoning district design and dimensional standards at the time of building permit.

Based upon the information provided to staff in the applications and agency comments received to date, staff finds that the proposed annexation and zoning, meets the requirements, standards and intent for development as they relate to the Unified Development Code and the Comprehensive Plan. The Council should consider the entire record and testimony presented at

their scheduled public hearing prior to rendering its decision on the matter. Should the Council vote to approve the applications, either as presented or with added conditions of approval, Council shall direct staff to draft findings of fact and conclusions of law for the Council to consider at a future date.

H. *On-Site Features:*

- ✦ Areas of Critical Environmental Concern – No known areas.
- ✦ Evidence of Erosion – No known areas.
- ✦ Fish Habitat – No known areas.
- ✦ Mature Trees – No.
- ✦ Riparian Vegetation – Unknown.
- ✦ Steep Slopes – None.
- ✦ Stream/Creek – None.
- ✦ Unique Animal Life – No unique animal life has been identified.
- ✦ Unique Plant Life – No unique plant life has been identified.
- ✦ Unstable Soils – No known issues.
- ✦ Wildlife Habitat – No wildlife habitat has been developed or will be destroyed.
- ✦ Historical Assets – No historical assets have been observed.

I. *Agencies Responding:*

The following agencies responded, and correspondence was attached to the staff report.

None

J. Staff received the following letters for the development:

None

K. *Comprehensive Plan and Unified Development Code Provisions:*

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Estate Residential

Suitable primarily for single family residential use. Densities in this land use area are to range from 1 unit per acre to 3 units per acre. Densities not exceeding 1 to 2 units per acre are to be encouraged in areas of the floodplain, ridgeline developable areas, hillside developable areas, and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be

subdivided in the future. Clustering is encouraged to preserve open space. A density bonus may be considered if open space is preserved, and land of at least 40% of additional preserved open space is developable.

8.3 Goal:

Encourage the development of a diverse community that provides a mix of land uses, housing types, and a variety of employment options, social and recreational opportunities, and where possible, an assortment of amenities within walking distance of residential development.

8.4 Objectives:

- Manage urban sprawl in order to minimize costs of urban services and to protect rural areas.
- Retain and encourage rural areas where it will not result in increased costs for urban service.
- Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses.

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

A. The Neighborhood Residential Land Use is to encourage urban style development densities to limit urban sprawl.

B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivided in the future.

8.5.9 Additional Land Use Component Policies:

- Encourage flexibility in site design and innovative land uses.
- Encourage landscaping to enhance the appearance of subdivisions, structures, and parking areas.
- Require more open space and trees in subdivisions.
- Work with Ada County Highway District (ACHD), Canyon Highway District #4 (CHD4), and Idaho Department of Transportation (ITD) for better coordination of roadway and access needs.
- Support well-planned, pedestrian-friendly developments.

- Dark sky provision should be adopted within the code to assure down style lighting in all developments and Star should consider joining the International Dark Sky Association.
- The City should utilize the 2018 Treasure Valley Tree Selection Guide when requiring trees within developments.

Unified Development Code:

8-1B-1: ANNEXATION AND ZONING; REZONE:

B. Standards:

1. The subject property shall meet the minimum dimensional standards of the proper district.
2. The city may require a development agreement in conjunction with the annexation and zoning, or rezone, pursuant to Idaho Code section 67-6511A, which may include a concept plan. In addition to other processes permitted by city and state code, exceptions or waivers of standards, other than use, may be permitted through execution of a development agreement. A development agreement and concept plan shall be required for any rezone to a mixed-use zone, high density zone or land which includes steep slope (land over 25%) or floodway.
3. The termination of a development agreement shall result in the reversal of the official zoning map amendment approval and applicable development approval for any undeveloped portion of property subject to the development agreement. The undeveloped property subject to the development agreement shall be rezoned to the district classification as designated by the development agreement. When no designation is provided, the property shall revert to its original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.
4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.
5. An approved development agreement must be executed within ninety (90) days of the meeting at which the development agreement is approved by the city council. A one-time administrative extension of maximum thirty (30) days may be granted by the zoning administrator. Additional extensions may be approved by majority vote of the city council. Failure to execute the development agreement within the required timeframe will result in the denial of all related applications.

C. Required Findings: The council shall review the application at the public hearing. In order to grant an annexation and zoning or rezone, the council shall make the following findings:

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

- 2. The map amendment complies with the regulations outlined for the proposed district;
- 3. The map amendment shall not be materially detrimental to the public health, safety, and welfare; and
- 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.
- 5. The annexation (as applicable) is in the best interest of city.

8-3A-1: ZONING DISTRICTS AND PURPOSE ESTABLISHED:

R RESIDENTIAL DISTRICT: To provide regulations and districts for various residential neighborhoods. Gross density in a Residential (R) district shall be determined according to the numeral following the R. The numeral designates the maximum number of dwelling units per acre. In zoning designations of R-1, R-2, R-3, R-4 and R-5, housing shall be single family detached unless approved with a PUD or development agreement. Connection to municipal water and sewer facilities are required for all subdivision and lot split applications submitted after the effective date hereof in all districts exceeding one dwelling unit per acre. Wells and septic systems may be permitted for larger lots in this land use designation that are not adjacent to municipal services, as determined by the Sewer District, and if approved by the applicable Health Department. Private streets may be approved in this district for access to newly subdivided or split property. This district does allow for some non-residential uses as specified in 8-3A-3.

8-3A-3: USES WITHIN ZONING DISTRICTS

The following table lists principal permitted (P), accessory uses (A), conditional (C), or prohibited (N) uses.

ZONING DISTRICT USES	A	R-R	F
Accessory structure	A	A	A
Dwelling:			
Multi-family 1	N	N	C
Secondary 1	A	A	A
Single-family attached	N	N	C
Single-family detached	P	P	P
Two-family duplex	N	N	P

Section 5, Item F.

8-3A-4: ZONING DISTRICT DIMENSIONAL STANDARDS:

Zoning District	Maximum Height	Minimum Yard Setbacks			
		Note Conditions			
	Note Conditions	Front (1)	Rear	Interior Side	Street Side
R-3	35'	15' to living area/side load garage. 20' to garage face.	20	5' per Story	20'

Notes:

1. Front yard setback shall be measured from the face of the garage to the face of the sidewalk, allowing for 20' of parking on the driveway without overhang onto the sidewalk. Interior side yard setbacks for lots with 50' or less of lot width shall be allowed 5' interior side yard setbacks for one and two-story structures.

IDAHO STATUTE:

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 2

GENERAL PROVISIONS — GOVERNMENT — TERRITORY

50-222. ANNEXATION BY CITIES. (1) Legislative intent. The legislature hereby declares and determines that it is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas and to

equitably allocate the costs of public services in management of development on the urban fringe.

(2) General authority. Cities have the authority to annex land into a city upon compliance with the procedures required in this section. In any annexation proceeding, all portions of highways lying wholly or partially within an area to be annexed shall be included within the area annexed unless expressly agreed between the annexing city and the governing board of the highway agency providing road maintenance at the time of annexation. Provided further, that said city council shall not have the power to declare such land, lots or blocks a part of said city if they will be connected to such city only by a shoestring or strip of land which comprises a railroad or highway right-of-way.

(3) Annexation classifications. Annexations shall be classified and processed according to the standards for each respective category set forth herein. The three (3) categories of annexation are:

(a) Category A: Annexations wherein:

(i) All private landowners have consented to annexation. Annexation where all landowners have consented may extend beyond the city area of impact provided that the land is contiguous to the city and that the comprehensive plan includes the area of annexation;

(ii) Any residential enclaved lands of less than one hundred (100) privately owned parcels, irrespective of surface area, which are surrounded on all sides by land within a city or which are bounded on all sides by lands within a city and by the boundary of the city's area of impact; or

(iii) The lands are those for which owner approval must be given pursuant to subsection (5)(b)(v) of this section.

(b) Category B: Annexations wherein:

(i) The subject lands contain less than one hundred (100) separate private ownerships and platted lots of record and where not all such landowners have consented to annexation; or

(ii) The subject lands contain more than one hundred (100) separate private ownerships and platted lots of record and where landowners owning more than fifty percent (50%) of the area of the subject private lands have consented to annexation prior to the commencement of the annexation process; or

(iii) The lands are the subject of a development moratorium or a water or sewer connection restriction imposed by state or local health or environmental agencies; provided such lands shall not be counted for purposes of determining the number of separate private ownerships and platted lots of record aggregated to determine the appropriate category.

(c) Category C: Annexations wherein the subject lands contain more than one hundred (100) separate private ownerships and platted lots of record and where landowners owning more than fifty percent (50%) of the area of the subject private lands have not consented to annexation prior to commencement of the annexation process.

(4) (a) Evidence of consent to annexation. For purposes of this section, and unless excepted in paragraph (b) of this subsection, consent to annex shall be valid only when evidenced by written instrument consenting to annexation executed by the owner or the owner's authorized agent. Written consent to annex lands must be recorded in the county recorder's office to be binding upon subsequent purchasers, heirs, or assigns of lands addressed in the consent.

Lands need not be contiguous or adjacent to the city limits at the time the landowner consents to annexation for the property to be subject to a valid consent to annex; provided however, no annexation of lands shall occur, irrespective of consent, until such land becomes contiguous or adjacent to such city.

(b) Exceptions to the requirement of written consent to annexation. The following exceptions apply to the requirement of written consent to annexation provided for in paragraph (a) of this subsection:

(i) Enclaved lands: In category A annexations, no consent is necessary for enclaved lands meeting the requirements of subsection (3)(a)(ii) of this section;

(ii) Implied consent: In category B and C annexations, valid consent to annex is implied for the area of all lands connected to a water or wastewater collection system operated by the city if the connection was requested in writing by the owner, or the owner's authorized agent, or completed before July 1, 2008.

(5) Annexation procedures. Annexation of lands into a city shall follow the procedures applicable to the category of lands as established by this section. The implementation of any annexation proposal wherein the city council determines that annexation is appropriate shall be concluded with the passage of an ordinance of annexation.

(a) Procedures for category A annexations: Lands lying contiguous or adjacent to any city in the state of Idaho may be annexed by the city if the proposed annexation meets the requirements of category A. Upon determining that a proposed annexation meets such requirements, a city may initiate the planning and zoning procedures set forth in [chapter 65, title 67, Idaho Code](#), to establish the comprehensive planning policies, where necessary, and zoning classification of the lands to be annexed.

(b) Procedures for category B annexations: A city may annex lands that would qualify under the requirements of category B annexation if the following requirements are met:

(i) The lands are contiguous or adjacent to the city and lie within the city's area of city impact;

(ii) The land is laid off into lots or blocks containing not more than five (5) acres of land each, whether the same shall have been or shall be laid off, subdivided or platted in accordance with any statute of this state or otherwise, or whenever the owner or proprietor or any person by or with his authority has sold or begun to sell off such contiguous or adjacent lands by metes and bounds in tracts not exceeding five (5) acres, or whenever the land is surrounded by the city. Splits of ownership which occurred prior to January 1, 1975, and which were the result of placement of public utilities, public roads or highways, or railroad lines through the property shall not be considered as evidence of an intent to develop such land and shall not be sufficient evidence that the land has been laid off or subdivided in lots or blocks. A single sale after January 1, 1975, of five (5) acres or less to a family member of the owner for the purpose of constructing a residence shall not constitute a sale within the meaning of this section. For purposes of this section, "family member" means a natural person or the spouse of a natural person who is related to the owner by blood, adoption or marriage within the first degree of consanguinity;

(iii) Preparation and publication of a written annexation plan, appropriate to the scale of the annexation contemplated, which includes, at a minimum, the following elements:

- (A) The manner of providing tax-supported municipal services to the lands proposed to be annexed;
- (B) The changes in taxation and other costs, using examples, which would result if the subject lands were to be annexed;
- (C) The means of providing fee-supported municipal services, if any, to the lands proposed to be annexed;
- (D) A brief analysis of the potential effects of annexation upon other units of local government which currently provide tax-supported or fee-supported services to the lands proposed to be annexed; and
- (E) The proposed future land use plan and zoning designation or designations, subject to public hearing, for the lands proposed to be annexed;
- (iv) Compliance with the notice and hearing procedures governing a zoning district boundary change as set forth in section [67-6511](#), Idaho Code, on the question of whether the property should be annexed and, if annexed, the zoning designation to be applied thereto; provided however, the initial notice of public hearing concerning the question of annexation and zoning shall be published in the official newspaper of the city and mailed by first class mail to every property owner with lands included in such annexation proposal not less than twenty-eight (28) days prior to the initial public hearing. All public hearing notices shall establish a time and procedure by which comments concerning the proposed annexation may be received in writing and heard and, additionally, public hearing notices delivered by mail shall include a one (1) page summary of the contents of the city's proposed annexation plan and shall provide information regarding where the annexation plan may be obtained without charge by any property owner whose property would be subject to the annexation proposal.
- (v) In addition to the standards set forth elsewhere in this section, annexation of the following lands must meet the following requirements:
- (A) Property owned by a county or any entity within the county that is used as a fairgrounds area under the provisions of [chapter 8, title 31](#), Idaho Code, or [chapter 2, title 22](#), Idaho Code, must have the consent of a majority of the board of county commissioners of the county in which the property lies;
- (B) Property owned by a nongovernmental entity that is used to provide outdoor recreational activities to the public, and that has been designated as a planned unit development of fifty (50) acres or more and does not require or utilize any city services, must have the express written permission of the nongovernmental entity owner;
- (C) Land, if five (5) acres or greater, actively devoted to agriculture, as defined in section [63-604\(1\)](#), Idaho Code, regardless of whether it is surrounded or bounded on all sides by lands within a city, must have the express written permission of the owner; and
- (D) Land, if five (5) acres or greater, actively devoted to forest land, as defined in section [63-1701](#), Idaho Code, regardless of whether it is surrounded or bounded on all sides by lands within a city, must have the express written permission of the owner.
- (vi) After considering the written and oral comments of property owners whose land would be annexed and other affected persons, the city council may proceed with the enactment of an ordinance of annexation and zoning. In the course of the consideration of any such

ordinance, the city must make express findings, to be set forth in the minutes of the city council meeting at which the annexation is approved, as follows:

(A) The land to be annexed meets the applicable requirements of this section and does not fall within the exceptions or conditional exceptions contained in this section;

(B) The annexation would be consistent with the public purposes addressed in the annexation plan prepared by the city;

(C) The annexation is reasonably necessary for the orderly development of the city;

(vii) Notwithstanding any other provision of this section, railroad right-of-way property may be annexed pursuant to this section only when property within the city adjoins or will adjoin both sides of the right-of-way.

(c) Procedures for category C annexations: A city may annex lands that would qualify under the requirements of category C annexation if the following requirements are met:

(i) Compliance with the procedures governing category B annexations; and

(ii) Evidence of consent to annexation based upon the following procedures:

(A) Following completion of all procedures required for consideration of a category B annexation, but prior to enactment of an annexation ordinance and upon an affirmative action by the city council, the city shall mail notice to all private landowners owning lands within the area to be annexed, exclusive of the owners of lands that are subject to a consent to annex which complies with subsection (4)(a) of this section defining consent. Such notice shall invite property owners to give written consent to the annexation, include a description of how that consent can be made and where it can be filed, and inform the landowners where the entire record of the subject annexation may be examined. Such mailed notice shall also include a legal description of the lands proposed for annexation and a simple map depicting the location of the subject lands.

(B) Each landowner desiring to consent to the proposed annexation must submit the consent in writing to the city clerk by a date specified in the notice, which date shall not be later than forty-five (45) days after the date of the mailing of such notice.

(C) After the date specified in the notice for receipt of written consent, the city clerk shall compile and present to the city council a report setting forth: (i) the total physical area sought to be annexed, and (ii) the total physical area of the lands, as expressed in acres or square feet, whose owners have newly consented in writing to the annexation, plus the area of all lands subject to a prior consent to annex which complies with subsection (4)(a) of this section defining consent. The clerk shall immediately report the results to the city council.

(D) Upon receiving such report, the city council shall review the results and may thereafter confirm whether consent was received from the owners of a majority of the land. The results of the report shall be reflected in the minutes of the city council. If the report as accepted by the city council confirms that owners of a majority of the land area have consented to annexation, the city council may enact an ordinance of annexation, which thereafter shall be published and become effective according to the terms of the ordinance. If the report confirms that owners of a majority of the land area have not consented to the annexation, the category C annexation shall not be authorized.

(6) The decision of a city council to annex and zone lands as a category B or category C annexation shall be subject to judicial review in accordance with the procedures provided

in [chapter 52, title 67](#), Idaho Code, and pursuant to the standards set forth in section [67-5279](#), Idaho Code. Any such appeal shall be filed by an affected person in the appropriate district court no later than twenty-eight (28) days after the date of publication of the annexation ordinance. All cases in which there may arise a question of the validity of any annexation under this section shall be advanced as a matter of immediate public interest and concern and shall be heard by the district court at the earliest practicable time.

(7) Annexation of noncontiguous municipal airfield. A city may annex land that is not contiguous to the city and is occupied by a municipally owned or operated airport or landing field. However, a city may not annex any other land adjacent to such noncontiguous facilities which is not otherwise annexable pursuant to this section.

History:

[50-222, added 2002, ch. 333, sec. 2, p. 939; am. 2008, ch. 118, sec. 1, p. 327; am. 2009, ch. 53, sec. 1, p. 145; am. 2019, ch. 22, sec. 1, p. 22; am. 2020, ch. 240, sec. 1, p. 702.]

8-1B-1C ANNEXATION/REZONE FINDINGS:

1. The map amendment complies with the applicable provisions of the Comprehensive Plan.

The Council finds that the purpose of the Star Comprehensive Plan is to promote the health, safety, and general welfare of the people of the City of Star and its Impact Area. Some of the prime objectives of the Comprehensive Plan include:

- ✓ *Protection of property rights.*
 - ✓ *Adequate public facilities and services are provided to the people at reasonable cost.*
 - ✓ *Ensure the local economy is protected.*
 - ✓ *Encourage urban and urban-type development and overcrowding of land.*
 - ✓ *Ensure development is commensurate with the physical characteristics of the land.*
- ✓ *The goal of the Comprehensive Plan for Commercial Districts is to encourage the development of a wide range of commercial activities including offices, retail, and service establishments. Rezoning to this designation should not be allowed unless adequate ingress/egress to major transportation corridors are assured. Light industrial uses may be considered at the discretion of the City Council without amending this plan. The Council finds that this annexation and rezone is in compliance with the Comprehensive Plan.*

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

The Council finds that that the proposal complies with the proposed district and purpose statement. The purpose of the residential districts is to provide regulations and districts for various residential neighborhoods with gross densities in compliance with the intent of the Comprehensive Plan designation. Housing shall be single family detached unless approved with a PUD or development agreement. Connection to municipal water and sewer facilities are required for all subdivision and lot split

applications in all districts exceeding one dwelling unit per acre. Private streets may be approved in this district for access to newly subdivided or split property.

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

The Council finds that there is no indication from the material and testimony submitted that the annexation and zoning of this property will be materially detrimental to the public health, safety or welfare.

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.

The Council finds that the City has not been presented with any information from agencies having jurisdiction that public services will be adversely impacted other than traffic, which will continue to be impacted as the City grows.

5. The annexation is in the best interest of the city.

The Council finds the annexation and zoning request is reasonably necessary for the continued, orderly development of the City.

Public Hearing of the Council:

- a. A public hearing on the application was heard by the City Council, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.
- b. Oral testimony regarding the application was presented to the City Council by:
- Nicolette Womack
- c. Written testimony in favor of or opposing the application was presented to the City Council at the hearing by: None

Deliberations and Conclusions of Law:

The Council reviewed the particular facts and circumstances of this proposed annexation and conditional use permit application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report and Council packet, and discussions on the annexation and zoning of the property. Review and discussion included existing conditions of the subdivision including sidewalks on Bent Lane. The Council concluded that the Applicant's request meets the requirements for an annexation and zoning. Council hereby incorporates the staff report and Council packet, dated February 1, 2022 into the official decision as part of these Findings of Fact, Conclusions of Law.

Statement of Compliance:

Council finds the Applicant has met all requirements of the Unified Development Code and the intent and purpose of the Comprehensive Plan and Map requirements.

Council Decision:

The Council voted 3-0 to approve the Annexation and Zoning for Star River Meadows Subdivision on February 1, 2022.

Dated this 16th day of March, 2022.

Star, Idaho

By: _____

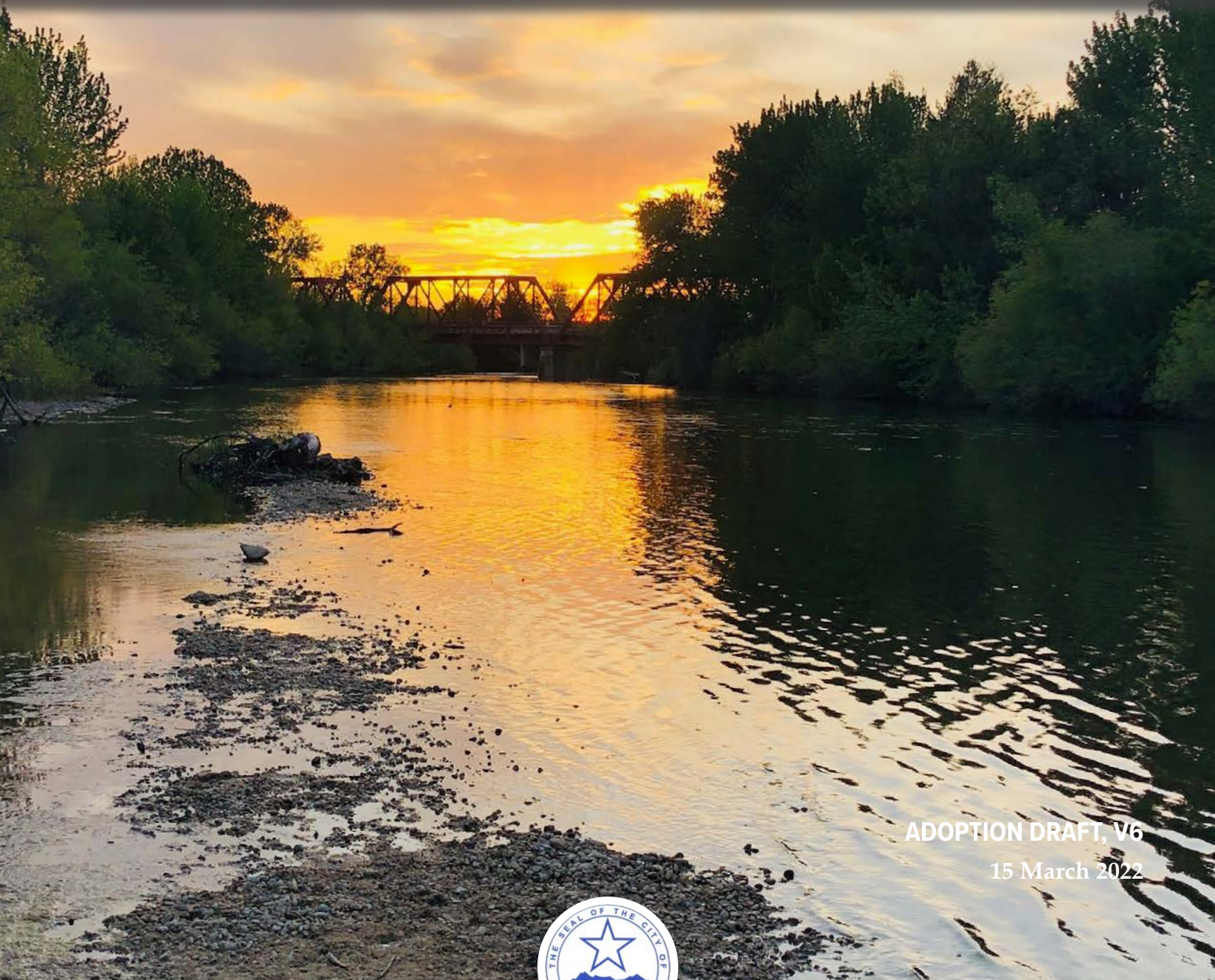
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

South of the River Subarea Plan

WHERE RIVER AND OPPORTUNITY MEET



ADOPTION DRAFT, V6
15 March 2022







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Chapter 1 | Introduction

GENERAL DESCRIPTION

The South of the River Subarea Plan comprises the area south of the Boise River to Chinden Road and between State Highway 16 (SH 16) and the north extension of Can-Ada Road. The entire area lies outside of the City’s municipal boundary but within the Area of City Impact. This planning effort aims to create a unique community for the City of Star and capitalize on its adjacency to the Boise River.

While implementing the Subarea Plan will occur over a longer time, the City and its growth area are already experiencing immediate growth pressure. While currently rural and including active agricultural operations and large-lot residential subdivisions, this area is located between some of the busiest roads in the region, has seen recent infrastructure improvements, and lies adjacent to new community facilities and development.

While many landowners have no plans to develop, the City has undertaken this proactive approach to create a Plan before development happens haphazardly. This is a chance to do it right—to create a sustainable community that respects the natural environment and promotes quality development, housing choices, amenities, and transportation options—*a chance to create a truly unique community in the Treasure Valley of which residents and visitors can be proud of.*

PROCESS

Early Visioning

In November 2020, City staff and consultants facilitated a visioning meeting with Mayor and City Council to gather feedback and guidance on the goals and objectives for the Subarea Plan defined on the previous pages.

Preliminary Concept Roundtables

In February 2021, City staff and consultant team hosted a series of four small group roundtables via Zoom with property owners, city residents, public agencies, and key developers, to review and refine preliminary draft concepts. These meetings provided key stakeholders the opportunity to comment on technical aspects for feasibility, land use mix, graphic refinement, and policies, and respond to questions:

- » Which ideas did you like best?
- » What additional ideas do you have?
- » What other constraints or technical issues are missing?

A summary and digital version of the roundtables were posted online for those unable to attend.

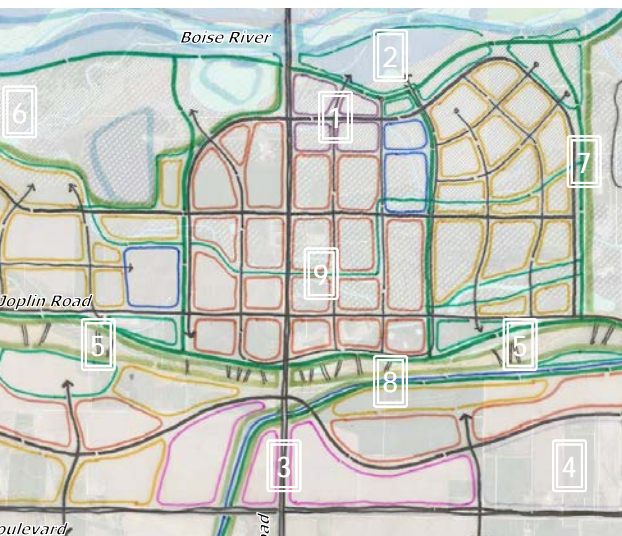
Early concepts, shown at left, included ideas on:

Concept 1:

1. Riverfront mixed-use center and civic area
2. Mixed-use gateway
3. Mixed-use corridor
4. Regional/community commercial
5. High-end overlook residential
6. Central park/school/mixed-use
7. Greenway buffer to existing rural residential areas
8. Regional Phyllis Canal trail system
9. Internal greenway/trail system

Concept 2:

1. Riverfront mixed-use center
2. River-oriented park space/open space
3. Mixed-use gateway
4. Flex/light industrial/commercial
5. Overlook parks (with high and low sections)
6. Expanded open space and consolidated drainage areas
7. Greenway buffer to existing rural residential areas
8. Regional Phyllis Canal trail system
9. Internal greenway/trail system



Open House Events

In April 2021, the City of Star hosted a series of open houses on to review background information, concepts, big ideas, and character preference. Over 200 residents and stakeholders attended the events, organized into three stations (below), and a digital version was posted online for those unable to attend.

- » Background Information including existing conditions and guiding information for the Subarea.
- » Preliminary Concept illustrating key ideas and conceptual layout for the Subarea.
- » Visual Preference character imagery in regard to housing options, amenities, building materials, and character.

KEY CONCEPTS

From the open houses, attendees offered feedback on those big ideas that they appreciated, and thought would work well within the Subarea.

Economic Development:

- » Riverfront mixed-use center and civic area
- » Mixed-use gateway
- » Regional commercial, flex, and light industrial along Chinden

Housing:

- » Diversity of neighborhoods
- » High-end overlook and Riverfront residential
- » Greenway buffer to existing rural residential areas

Parks and Recreation:

- » New pedestrian bridges over the River to the Riverhouse, recreational rentals and fishing ponds
- » Overlook/double-decker park system to connect above and below-bench
- » Central park/school/mixed-use in each River Valley neighborhood

Natural Resources:

- » Expanded open space and consolidated drainage areas
- » New series of ponds and open space on the south side of the River
- » Regional Boise Greenbelt and Phyllis Canal trail system connecting to other communities
- » Internal greenway/trail system

Transportation

- » Road expansion and new pathways and bridges
- » New highway connections, integrated transportation technology and intersection types that move transportation quickly
- » Highly connected local road systems
- » Access to future micromobility options such as bike rentals, electric bikes, scooters, etc.



EXISTING CONDITIONS

The Existing Conditions map highlights opportunities and constraints within the Subarea, including the Boise River and its hydrology and floodplains, water conveyance facilities, and the steep bench just south of Joplin Road. The bench is a plateau south of and considerably higher than the Boise River. The topography drops dramatically in the area, and generally follows the alignment of Joplin Road and the Phyllis Canal.

- Map Legend:
-  Floodway
 -  100-Year Floodplain
 -  500-Year Floodplain
 -  Contour Lines





EXISTING CONDITIONS

Land Use

The existing land uses within the Subarea are primarily agriculture, small-scale retail development, open space, and low-density residential development. New residential developments at higher densities have already begun adjacent to the Subarea. Future development of the Subarea must recognize the agricultural heritage and create a sense of place. The current future land use designations based on the Comprehensive Plan are primarily mixed-use and commercial with low- to medium-density residential designations. As depicted in the existing future land use map, it is unlikely that the amount of commercial and mixed-use product currently denoted could be supported. The Subarea plan refines uses to represent current market conditions and a greater variety of land uses.

Transportation

The Subarea is primarily served by Chinden Boulevard (US 20/26) and Star Road. Currently, Star Road and Chinden Boulevard do not meet performance standards, and the intersection of Star Road and Chinden Boulevard has the highest crash history within the Subarea. The Chinden Boulevard and State Street intersections with Star Road are slated for widening with potential Continuous Flow Intersections (CFIs). Star Road, Chinden Boulevard, and State Street are all anticipated to be widened to four or five lanes. ACHD is also expanding the Boise River bridge on Star Road. The current lack of connectivity is addressed in the Subarea Plan to reduce the impact of growth on traffic. However, the Bench makes connections between the River valley and higher elevations more complex and poses a potential barrier to development that must be accounted for. Transit, trails, micromobility options (e.g., bike share, electric bikes, scooters, etc.), and bike paths are limited in the Subarea.

Economic Development

The Subarea could be an economic driver for the City, extending Star’s Downtown and creating new retail, civic, and entertainment areas. Per decade, the Subarea could support the growth of approximately 500 to 725 residential units and about 5 to 10 acres of retail and office use, accommodating 30,000 to 50,000 square feet of development. Over time, and as continued residential development evolves, additional retail and commercial areas would become market supportable. Key transportation arterials such as the extension of SH 16, its interchange with Chinden Boulevard, and Star Road also contribute to higher traffic counts, resulting in more market-supported uses. The Subarea Plan seeks to provide new forms of retail and entertainment areas, ensuring that Star continues its reputation as the place to be.



Parks and Recreation

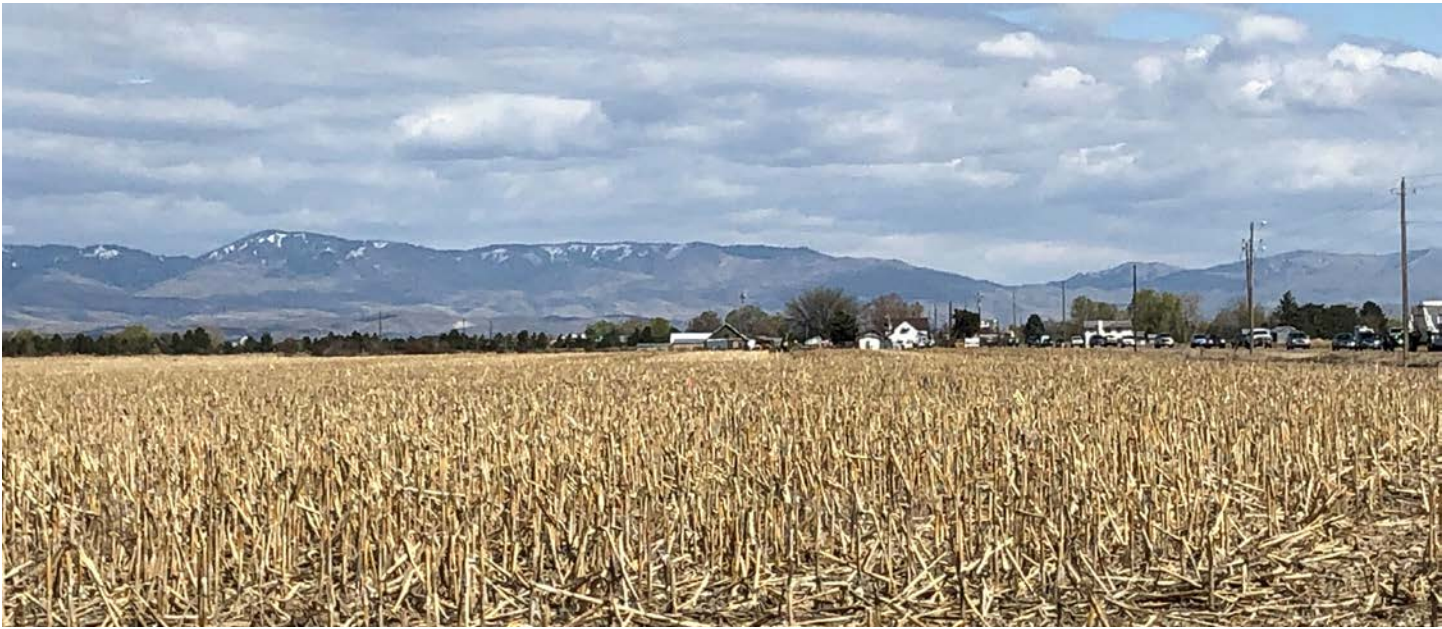
The Boise Greenbelt currently runs from Lucky Peak Reservoir to the City of Eagle and is envisioned to one day connect to the Snake River. There is now the opportunity to extend the Boise River Greenbelt through the Subarea to further the goal of a regional pathway system connecting Star’s northern river pathway system to Eagle (and Eagle Island State Park), Garden City, and Boise. In addition, this Subarea Plan presents the opportunity to incorporate a regional pathway along the Phyllis Canal to provide additional connections and recreation opportunities to the residents and visitors of Star. The River and canals are part of Star’s history and help define its sense of place.

Natural Resources

The on-site environmental features are associated with the hydrology of the Boise River and its floodplain. The floodway itself limits development at the north end of the Subarea, and the 100-year floodplain buffers the floodway, extending further south on the east side of Star Road. The 500-year floodplain covers much of the River Valley, in some cases extending nearly all the way to the Bench. The Bench extends across the lower third of the site, drastically transitioning roughly 40-feet from the River Valley up to the Chinden Boulevard area. A variety of wildlife species and aquatic species exist throughout the River Valley. Ponds and wetlands adjacent to the River create additional habitat. Multiple water conveyance facilities exist throughout the Subarea, and the Phyllis Canal, crosses Chinden Boulevard just west of Star Road and continues to follow the Bench as it continues eastward under SH 16.

Public Services and Facilities

Recent improvements to sewer infrastructure, including a new lift station, offer development opportunities for the Subarea. With these improvements, both water and sewer main lines are relatively easy to connect. The Star Riverhouse on the north side of the River provides a community facility, with recreational opportunities including rentals and fishing ponds. This facility offers a pivotal anchor to the new Riverfront Center outlined in the Subarea Plan.



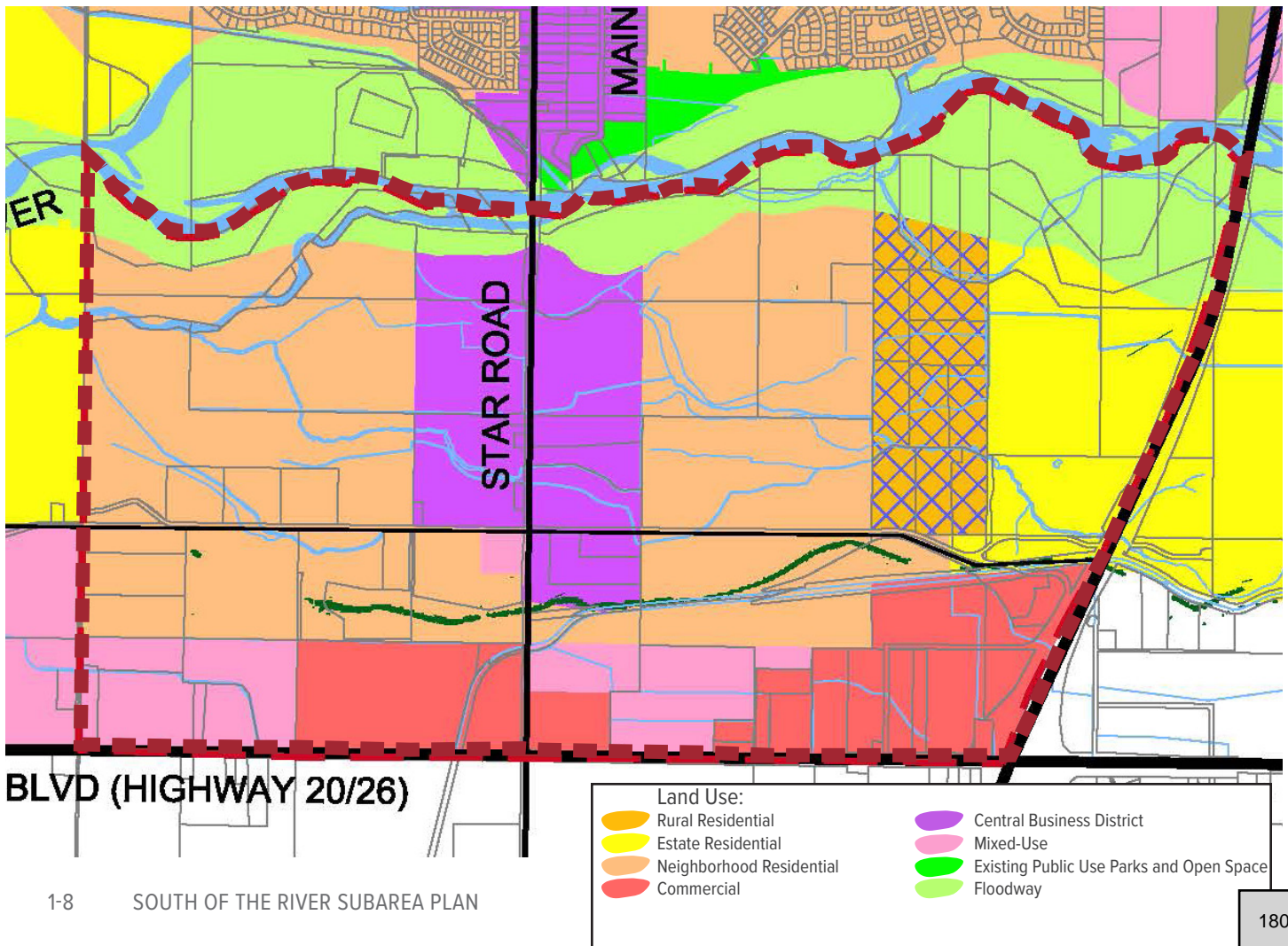
PURPOSE AND ALIGNMENT WITH THE COMPREHENSIVE PLAN

Comprehensive Plan

The Subarea Plan has been developed to align with the overall vision, goals, and objectives within the earlier chapters of the 2020 Comprehensive Plan, while adding additional detail for this area. On the following pages, the Land Use Map, the Economic Corridors Access Management Plan (ECAMP) Map, and the Recreation and Pathways Map have been updated to reflect this increasing level of detail within the Subarea.

In addition, within Section 3 of this Chapter, specific goals have been extracted in relation to key sections throughout the document, while additional objectives and implementation policies have been merged into the main text of the Comprehensive Plan Chapters.

Existing Subarea Land Use Map

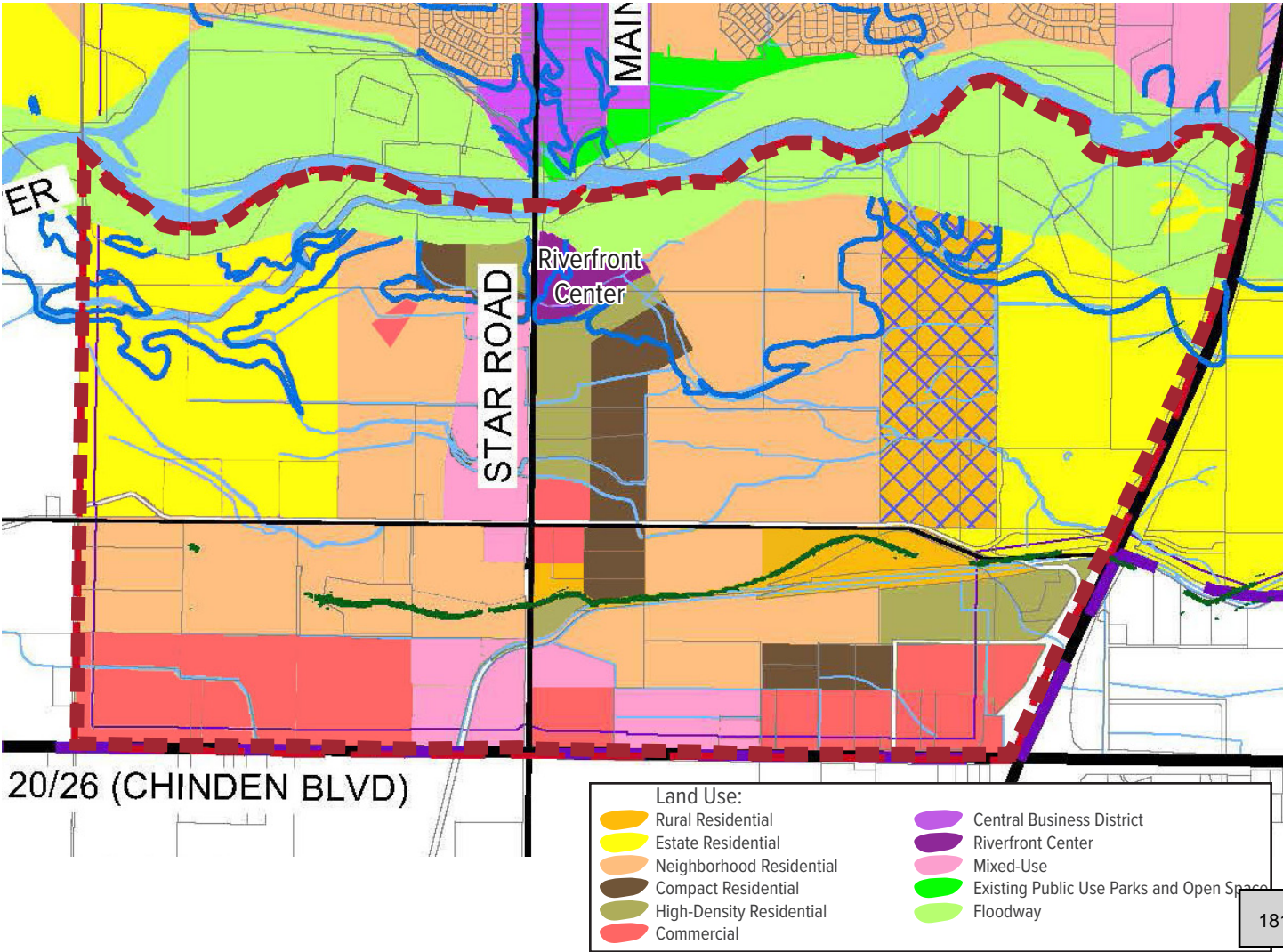


Existing and Updated Land Use Map

While the future land uses were general placeholders in the previous map, the updated Land Use Map:

- » Is more closely aligned with how City leadership, residents may expect the area to accommodate in-progress development submittals and build out;
- » Offers a more market-supportable balance between housing and commercial areas;
- » Integrates open space and amenities throughout the Subarea, identifying potential locations and connectivity;
- » Provides a greater degree of connectivity in both the transportation and pathway systems;
- » Integrates and defines a new land use category for the Riverfront Center; and
- » Aligns with adjacent communities' land use, transportation, and pathway plans; and
- » Builds on the natural assets and other waterway and topographic features within the area of the Boise River.

Updated Subarea Land Use Map

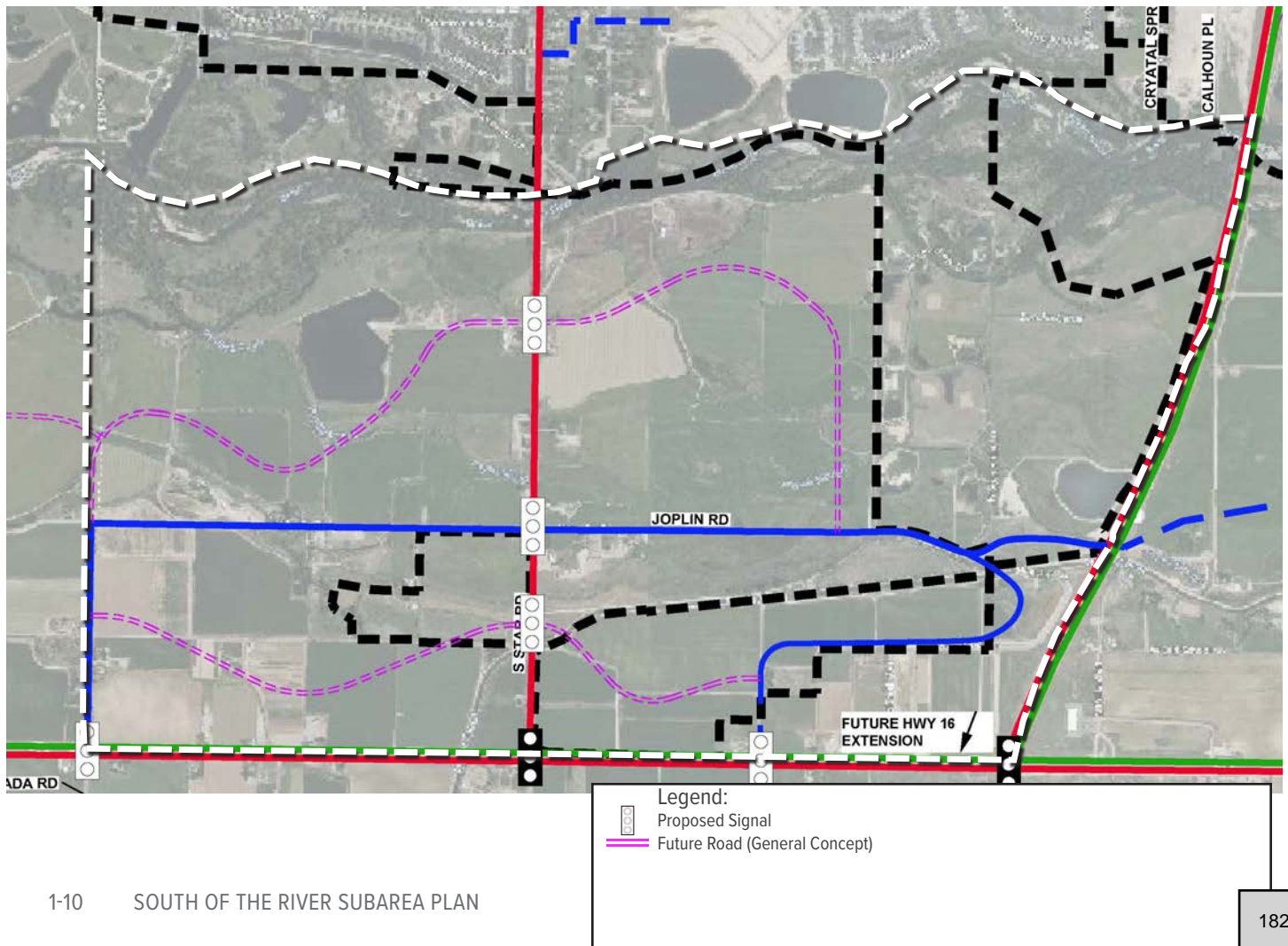


Economic Corridor Access Management Plan (ECAMP)

The ECAMP Map has been updated to refine the connectivity within the Subarea Plan, specifically including:

- » A more seamless connection extending Can-Ada Road to the east and connecting to Star Road and further east and south to Joplin Road.
- » A new, additional collector connection through the Subarea and parallel to Chinden Boulevard, providing connectivity through commercial, mixed-use areas, and neighborhoods from Joplin Road to Can-Ada Road; and
- » Improvements to Joplin Road connecting the bench and through future neighborhoods, eventually connecting into Chinden Boulevard.

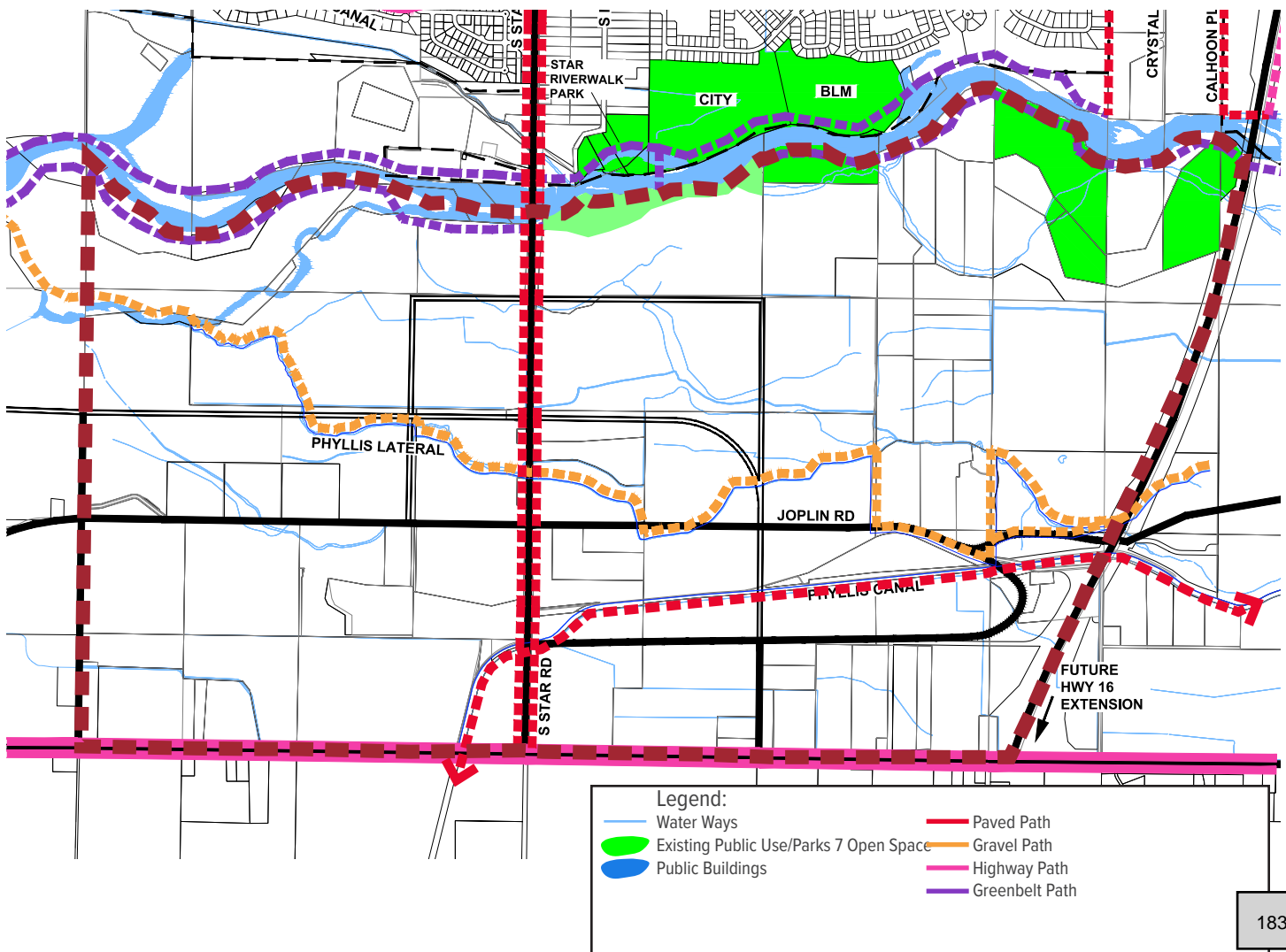
Updated Subarea Economic Corridor Access Management Plan Map



Pathways Map

The recreation and pathways system will be important in achievement of the Riverfront Center vision, along with offering a range of options for recreation and micromobility throughout the Subarea. Pathways have been aligned to provide access to a future Boise River Greenbelt extension, and alternative routes through and between neighborhoods, allowing for safe routes throughout the Subarea to centers, parks, and future school sites.

Updated Subarea Pathways Map







Chapter 2 | Vision

OVERVIEW

This Chapter illustrates a vision for the South of the River Subarea’s physical development. On the following pages, the Illustrative Vision Plan portrays the build-out of the area, based on the City’s underlying Comprehensive Plan vision and policies, early project objectives, and a series of big ideas developed and refined through public outreach. Although the exact layout and makeup of land use, and the transportation, pathway, and open space systems may vary, the community should seek to maintain the core concepts of the Plan.

Existing City of Star Vision Statement

Within Chapter 3 of the 2020 Comprehensive Plan the City of Star Vision is defined as:

“As development occurs the community wants to protect, preserve, and enhance open spaces, the Boise River, and the steep slope areas generally to the north. The community does not want Star to become a “Stack and Pack” metropolitan city but wants to strive to retain its small-town family friendly character while growing a strong commercial base and vibrant downtown.

Star acknowledges that it will continue to grow as the Treasure Valley grows, but Star’s growth is to be a unique balance of environmentally sensitive urban and rural development. Urban development will be directed to our downtown, activity centers, and on lands with grades compatible for urban development as well as along regionally significant transportation corridors. The City will work in cooperation with landowners and local agencies to plan for and preserve rural planning areas in which large lot residential and agricultural uses continue in appropriate locations. The City will balance development with environmental stewardship, especially along the Boise River and in the steep slope areas.”

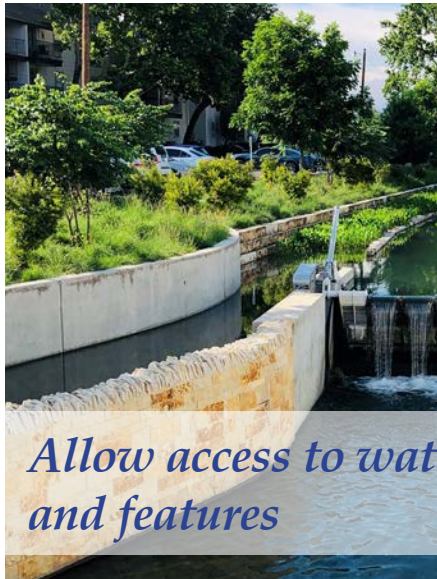
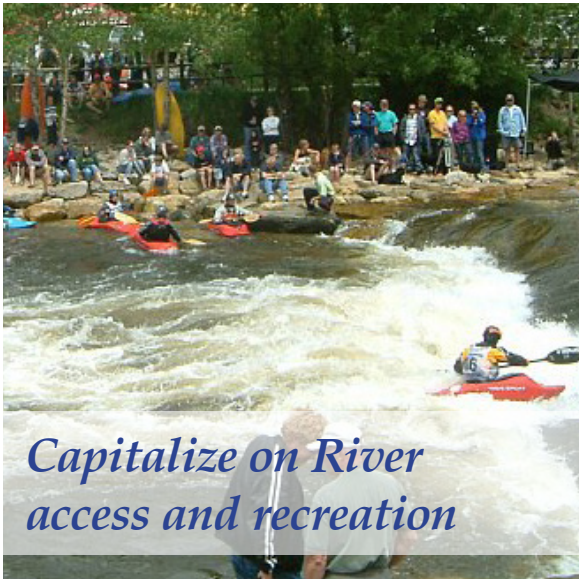
The South of the River Subarea will meet this Vision by: *Planning for the Boise River, a new riverfront center, focusing on its adjacency to water and the natural environment, creating connected communities, and developing new family-friendly neighborhoods.*

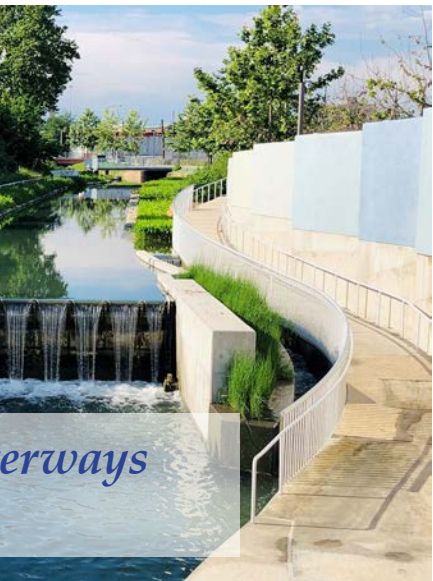
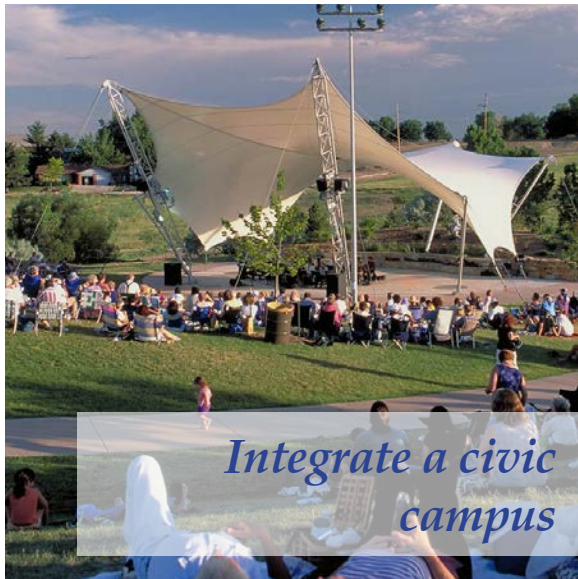
ILLUSTRATIVE VISION PLAN AND KEY CONCEPTS

The Illustrative Vision Plan is intended to be an illustrative description of one way in which the Subarea Plan could build out. Because it is difficult to predict market and other conditions for multiple decades, it is anticipated that the actual development of the area may differ in many respects from the Illustrative Vision Plan, although the big ideas and key concepts should be followed.

KEY CONCEPTS

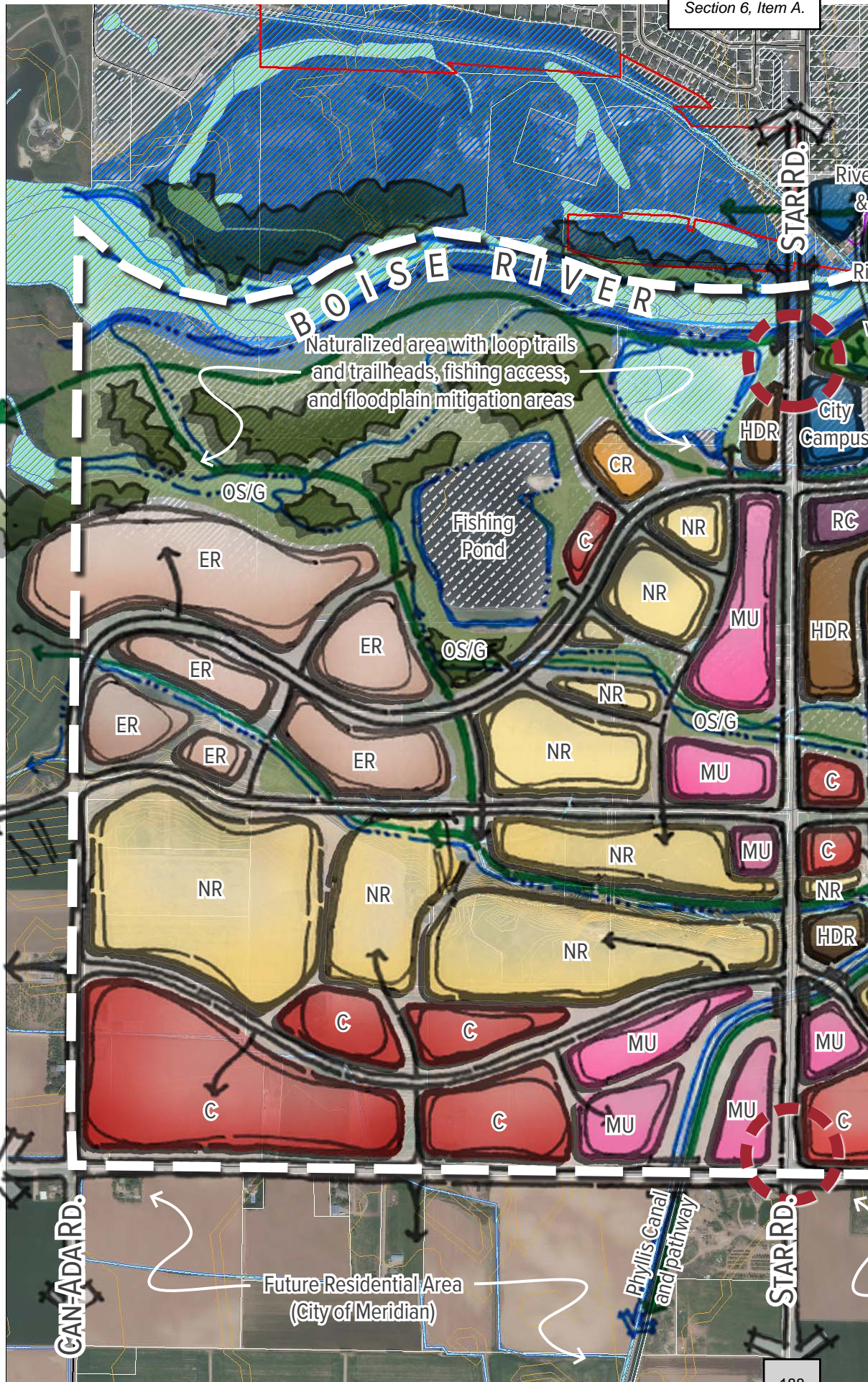
- *Create a unique destination that builds on Boise River access.*
- *Include a diversity of neighborhoods to allow for Star's growth.*
- *Capitalize on Chinden Boulevard and SH 16 for commercial areas.*
- *Provide the citizens of Star an opportunity to help define the character for the area and show their pride in the City.*





ILLUSTRATIVE VISION PLAN

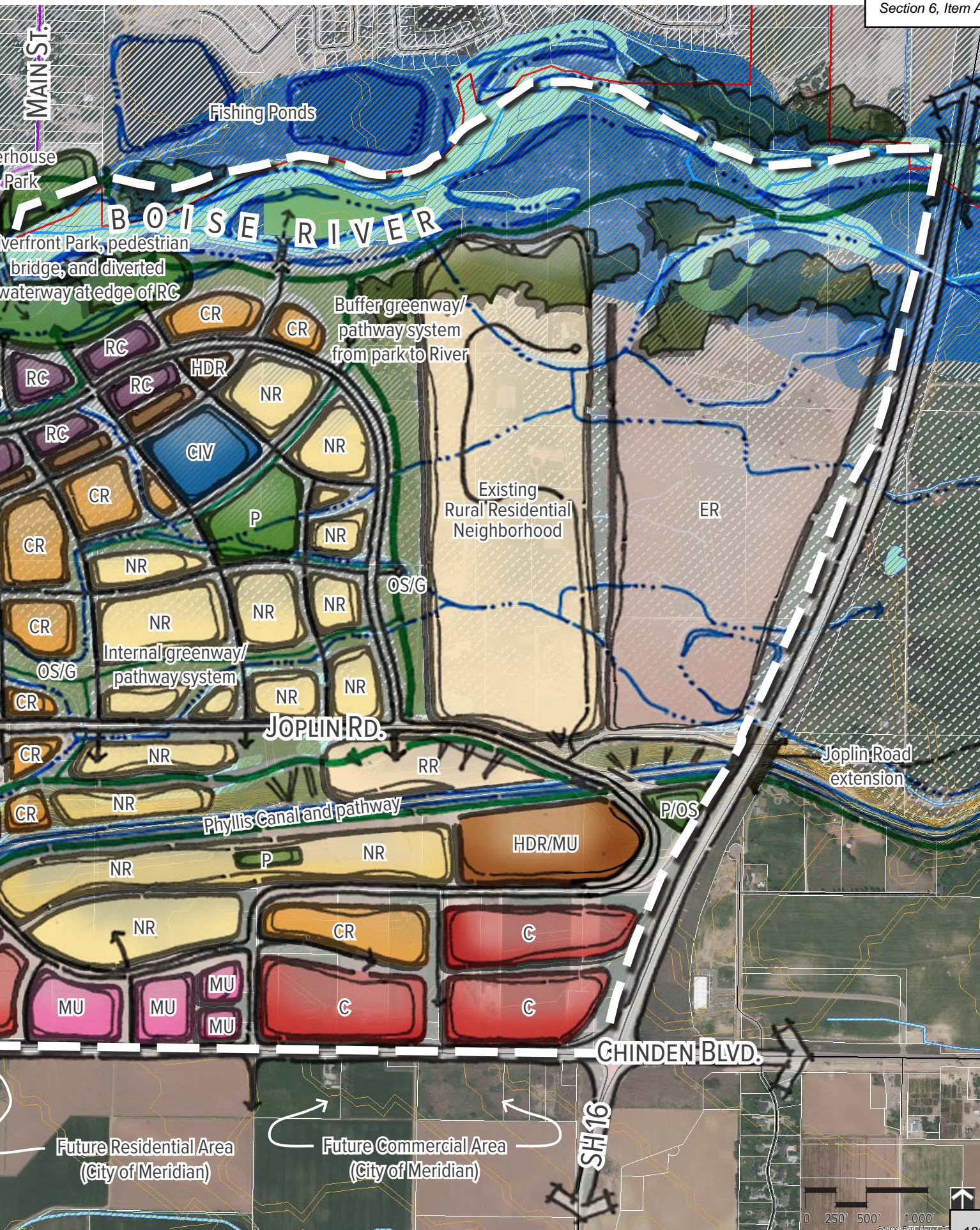
The Illustrative Vision Plan highlights a visionary concept depicting the possible distribution of land uses, connectivity between neighborhoods and to arterials, and the level of amenities expected in regard to natural areas and open space, pathways and parks. The Vision Plan is illustrative in nature, and defines only one possible development option.

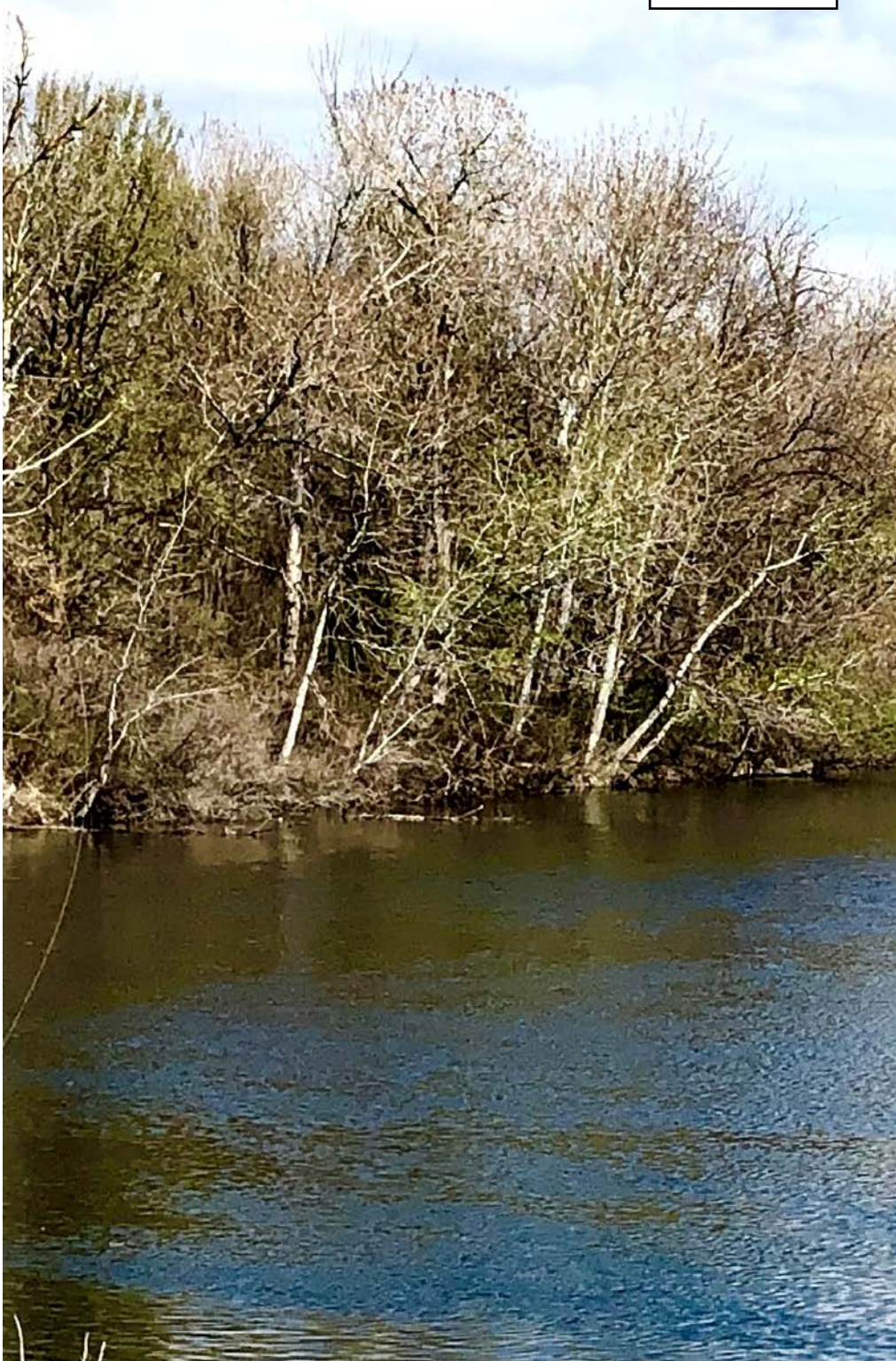


Map Legend:

- RR: Rural Residential
- ER: Estate Residential
- NR: Neighborhood Residential
- CR: Compact Residential
- HDR: High-Density Residential
- RC: Riverfront Center "Main Street"
- MU: Mixed-Use
- HDR/MU: High-Density Residential/Mixed-Use
- C: Commercial
- P: Parks
- CIV: Civic (School, City Facility)
- OS/G: Open Space/Greenway
- Gateway

Note: The Illustrative Vision Plan is conceptual in nature and distribution of land uses, road alignments, and park and school locations may change as development occurs.







Chapter 3 | Supporting Frameworks

OVERVIEW

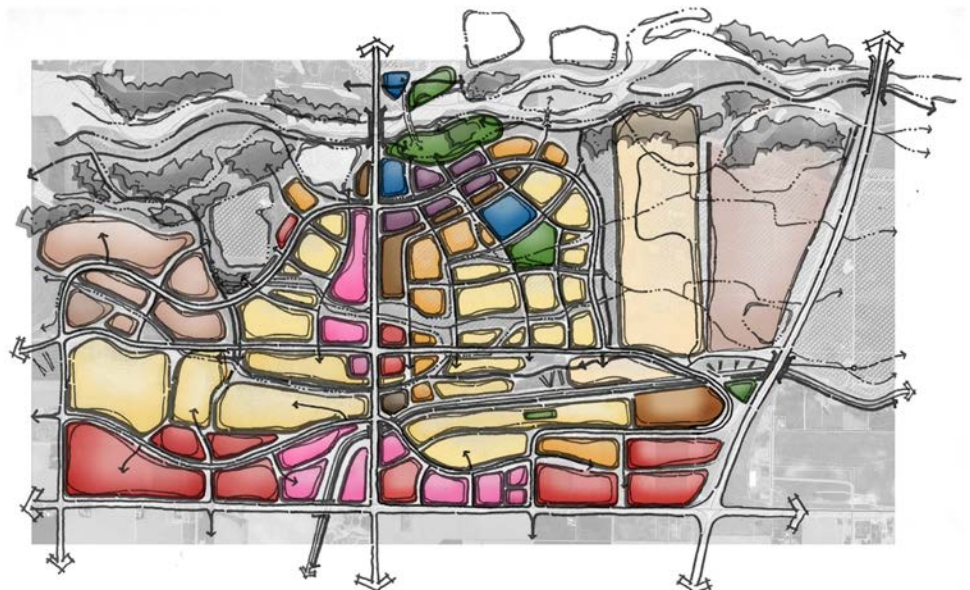
Several frameworks are described within this Chapter, which form the greater foundation for the area. Land Use, Transportation, Housing, Economic Development, Parks and Recreation, Natural Resources, and others organize the big ideas, and work together to achieve the goals of the Comprehensive Plan and form the Illustrative Vision Plan. Core concepts and opportunities are also described, as they provide the inspiration and vision.

LAND USE

The overall land use framework sets the stage for future development within the Subarea. While subsequent frameworks discuss connectivity, neighborhoods, parks and pathways, and natural resources, the land use framework provides the overriding guidance document for future growth and offers a baseline for incorporating zoning changes as development submittals are reviewed.

The land use map illustrates a balance between preservation of River and floodplain areas, accommodation of neighborhoods and economic centers, along with a connected network of transportation and pathway systems.

Detailed in the following framework sections, the overall land use program is anticipated to support anywhere from 2,500 and 4,800 housing units, and up to 5,500 jobs. The transportation network, while limited in connectivity outside the Subarea, incorporates a connectivity index of nearly 90 intersections per square mile, allowing redundant connections through neighborhoods, and spreading connectivity across arterials. As the Subarea is almost evenly divided into quadrants by both the arterial roadway network, and the drastic topography change at the Bench, the ability to allow for centrally located parks and schools within each quadrant create a heart for each neighborhood. An internal pathway network then allows for connectivity across neighborhoods and between park and school spaces, with a primary network that connects all neighborhoods to the Boise River Greenbelt.



Note: The framework is conceptual and final platting, road alignment, location, size, and design may differ.

Future Land Use Program

<i>Land Use Category</i>	<i>Existing Acreage</i>	<i>Proposed Acreage</i>
Central Business District	220	0
Riverfront Center	0	30
Commercial	240	210
Mixed-Use	140	130
High-Density Residential/ Mixed-Use	0	30
High-Density Residential	0	80
Compact Residential	0	80
Neighborhood Residential	780	540
Estate Residential	190	400
Rural Residential	120	190
Floodway	180	180
Total	1,870	1,870

**The Illustrative Vision Plan includes approximately 350 acres of parks, open space, trails, and schools and/or civic areas. These 350 acres are generally included within the Neighborhood Residential category.*

TRANSPORTATION

Existing and Projected Traffic Operations

The Subarea will primarily be served by connections to Star Road and Chinden Boulevard (US 20/26). The Boise River and SH 16 limit opportunities for additional connections into the Subarea. The table below summarizes the current and projected 2040 no-build (i.e., without this Subarea Plan developed) traffic operations at key intersections in the Subarea in terms of level-of-service (LOS) and volume-to-capacity (v/c) ratios. With the Subarea Plan developed, and the planned transportation projects listed below in place, there is projected to be adequate capacity for these intersections.

Intersection	Existing LOS (V/C)	Year 2040 No-Build LOS	Year 2040 Build & Improvements
<i>Star Road/SH 44</i>	<i>C (0.84)</i>	<i>F (>1.0)</i>	<i>Adequate capacity with planned transportation projects and development of the Subarea Plan</i>
<i>Star Road/Joplin Road</i>	<i>D (0.24)</i>	<i>F (>1.0)</i>	
<i>Star Road/US 20/26</i>	<i>E (0.96)</i>	<i>F (>1.0)</i>	

Planned Transportation Projects

- » Star Road: SH 44 to US 20/26 – Widen to 5 Lanes (ACHD; expected 2031-35)
- » SH 44: Star Road to SH 16 – Widen to 5 Lanes (ITD; expected 2024)
- » US 20/26: Phyllis Canal Bridge to SH 16 – Widen to 5 Lanes (ITD; expected 2023)
- » Star Road/SH 44 Intersection – Quarter Continuous Flow Intersection (ITD; no planned date)
- » Star Road/US 20/26 Intersection – Full Continuous Flow Intersection (ITD; no planned date)

Internal Roadways and Intersections with Major Roads

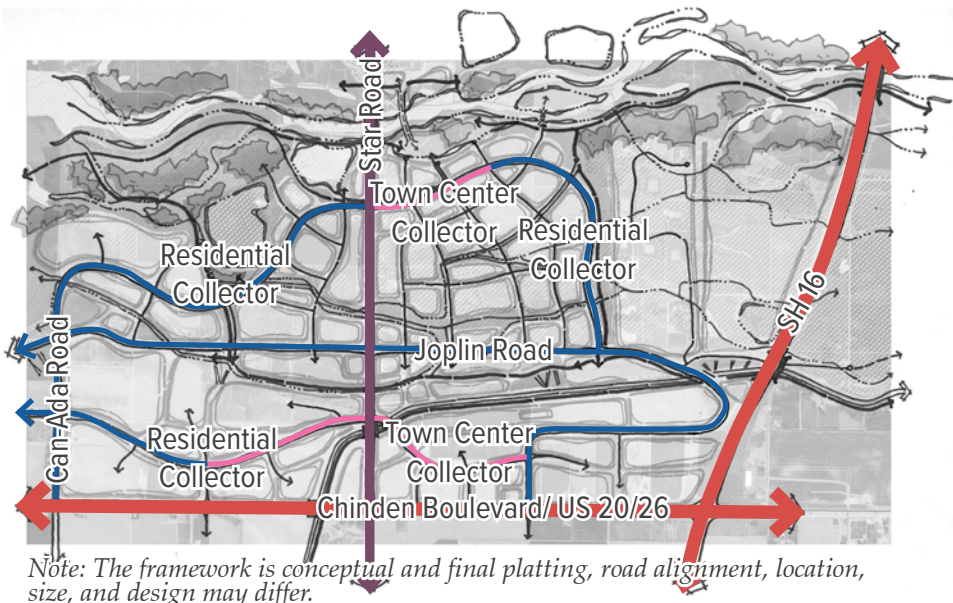
The Subarea will be served by three east-west collector-level roadways (Joplin Road and the other two other east-west roads shown in blue in the framework at right) and two north-south collector-level roadways (Can-Ada Road and the other north-south road shown east of Star Road, and in blue in the framework at right). The east-west collector-level roadways will intersect with Star Road and will likely require signalization to meet ACHD’s operational guidelines. Multi-lane roundabouts may also operate acceptably. Further analysis will be required to determine the ultimate configuration of these intersections. The northern east-west collector may meet ACHD’s spacing guidelines. The southern one will not; however, its location is constrained by existing topography and the Phyllis Canal and is likely located in the most practical location.

The Can-Ada Road connection to US 20/26 is planned to be signalized. The two other connections to US 20/26 will likely be restricted to right-in/right-out access, though they may be allowed to operate as a full access for an interim period.

The northern east-west collector should be designated as a Town Center Collector east of Star Road in ACHD’s Master Street Map. This designation may also make sense for the southern east-west collector for the sections it travels through the planned mixed-use land uses. The Residential Collector typology is likely appropriate for the remaining collector-level roadways.

Bicycle and Pedestrian Travel

Walking and biking infrastructure is currently limited. However, that will change with planned roadway projects and the build-out of this plan. ACHD’s Roadways to Bikeways Plan includes protected bike lanes or shared-use paths along Star Road, which would likely be built when the road is widened. Similarly, ITD plans to construct shared-use paths alongside Chinden Boulevard when it widens the road. Within the Subarea, internal roadways should be built to provide a low-stress biking and walking experience. This may include providing streetscapes to provide a buffer space between people walking and motor vehicle traffic. The Subarea Plan also envisions a series of off-street paths that will connect neighbors to each other and to the envisioned community amenities.



Note: The framework is conceptual and final platting, road alignment, location, size, and design may differ.

ECONOMIC DEVELOPMENT

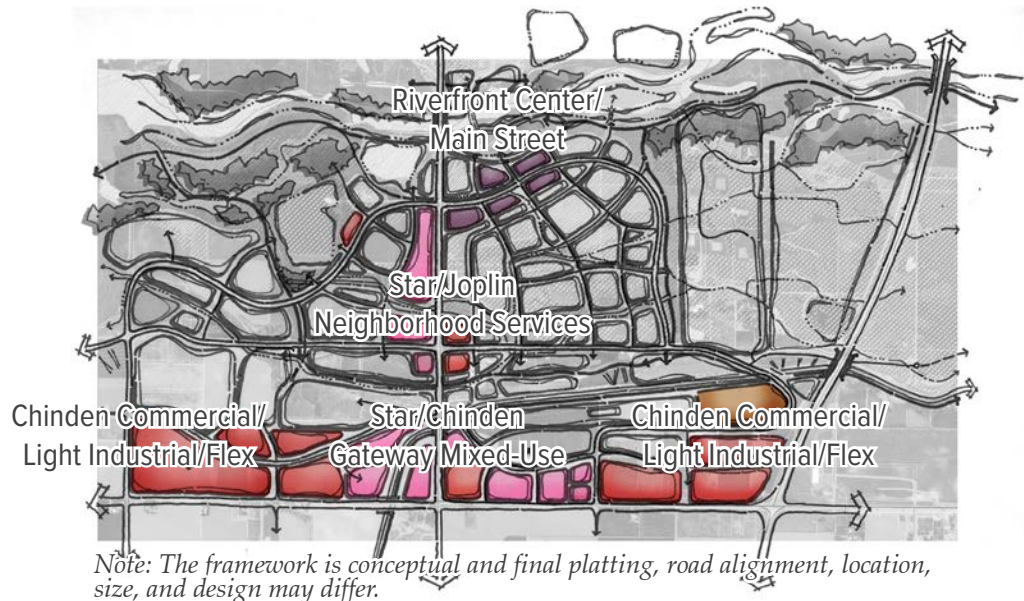
Economic Development in a Small City Context

Economic development usually refers to attracting dollars into a community from the outside. Traditionally, that has meant bringing in new companies or expanding existing businesses that sell their goods and services to customers outside the city and employ local residents who would spend their wages close to home—with the added bonus of improving residential values in town by having nearby employment.

While those goals make sense for larger cities and collective regions, benefits are not as clear cut for smaller municipalities. Because sales taxes in Idaho are pooled at the state level and shared based on population, attracting new retail into a smaller suburb does not give a direct boost to that city’s fiscal revenue stream. New retail does increase convenience for local residents, but in Ada County, tends to result in a lower property tax yield per acre than new residential development.

Bringing new employers to town from outside the region (or expanding existing firms) is good for the region as a whole; but benefits for suburbs like Star are more marginal. Individual property owners of vacant land that develops as new flex office space, for instance, benefit greatly, but jobs and wages from those firms tend to spread around. As of 2018, about 89% of people working in Star resided outside the City. Neighboring Eagle has almost ten times the number of jobs as Star and the same 89% commuting in from cities other than Eagle—presumably spending most of their paychecks closer to home.

For primarily residential communities like Star, remaining residentially focused is not necessarily a bad thing. Commercial activity that helps to improve the quality of life for those residents, by adding desired retail and service amenities and by improving the aesthetics and vitality of places in Star, is one that the Subarea is well-positioned to deliver on.



Subarea Plan Centers

The Subarea has been divided into four nodes for mixed-use, retail, services, and commercial/flex/light industrial development. These nodes take into account the geographic considerations and the traffic patterns of each area.

Riverfront Center/Main Street

The area is generally located east of Star Road and south of the River. This area is envisioned as a civic and recreational activity hub along the south bank of the Boise River and should be well-suited for the kind of experiential retail that is believed to be most resilient against the advances of e-commerce—especially if the sense of place and activity levels are enhanced by more compact residential forms. The total square footage of retail will realistically be limited in this neighborhood due to inferior access, but there is potential for a strong pocket of well-selected destination tenants: specialty shops, recreation/rental outfits, and unique dining establishments able to capitalize on what should be a regionally unique and inspiring setting.

Chinden Commercial/Light Industrial/Flex

Defined as the area on the north side of Chinden Boulevard, west of the expanding SH 16, and immediately east of Can-Ada Road, appears to be a logical location to capture future growth in demand for light industrial and flex/R&D space. Again, the benefits of such development are not so much about the job growth, since around nine out of ten workers will likely live outside Star, or about property tax revenue (since new residential would produce more per acre). Instead, flex/industrial employment is simply likely to be a highest and best use for the site, in a region that will need more of it to function. The Commercial designation allows some flexibility should the property become desirable to prospective office users, while the 80+ acres of fully assembled parcel size have the potential to attract a wide variety of logistics users.

Star/Chinden Gateway Mixed-Use

Sandwiched between the commercial/light industrial/flex is the area north of Chinden Boulevard on either side of Star Road, designated mixed-use, has strong retail potential, with the northeast quadrant of that intersection representing a premier “hard corner” that should be especially attractive for future grocery-anchored retail development (positioned on the coveted “going-home” side of the street for a large future commuter population living on both sides of Chinden). The mixed-use designation is appropriate as a measure allowing Star to either augment that corner development with complementary in-line retail and dining tenants or to preserve some for later multifamily (or other) development. That flexibility is especially important given the uncertain trajectory of the brick-and-mortar retail industry.

Star/Joplin Neighborhood Services

A smaller, but still promising pair of potential retail sites are designated at Joplin and Star Road. Although traffic counts here are lower than on Chinden, the site is centrally located within a well-populated future sea of rooftops. The northeast corner (going-home side) is especially well suited for grocery anchored, while the northwest side is ideal for service stations, coffee franchises and others that thrive on the going-to-work side of the street.

General Economic Development Program by Center

Economic Center	Acreage	Potential SF
<i>Riverfront Center/Main Street</i>	30	300,000
<i>Chinden Commercial/Light Industrial/Flex</i>	170	600,000
<i>Star/Chinden Gateway Mixed-Use</i>	90	430,000
<i>Star/Joplin Neighborhood Services</i>	80	380,000
Totals	370	1,710,000

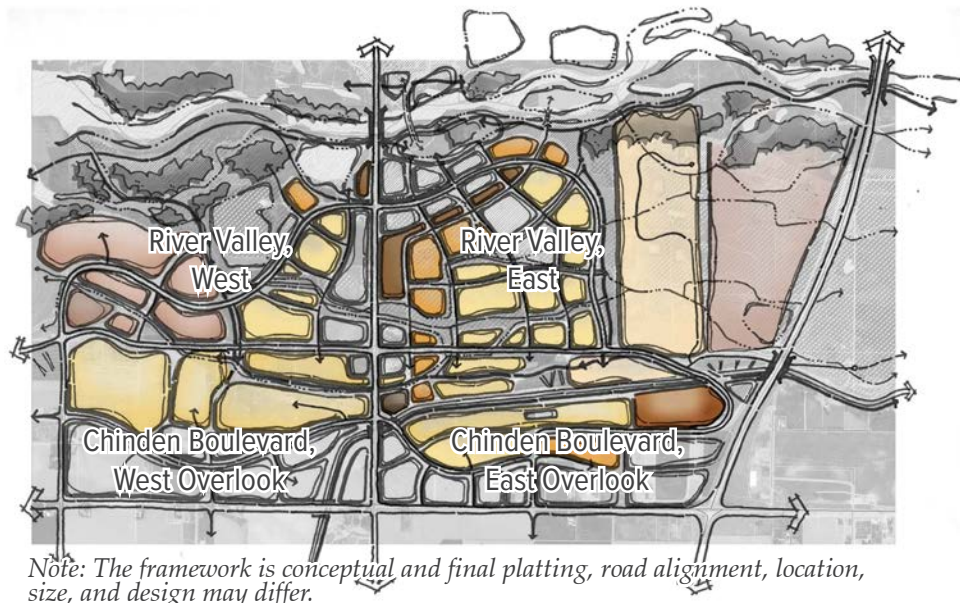
HOUSING

Overview

Residential development has been the fuel for Star’s expansion over the past decade and continues to boom throughout the Treasure Valley. Ada and Canyon counties are witnessing record growth driven by favorable generational demographics at the national level and increasing popularity of the Mountain West in general as a place to pursue a better quality of life. Though good for the Boise metro economy, the surge in housing demand has led to supply shortfalls and an increasingly burdensome housing affordability problem. Vacancies are now below 2%, with rents and median home prices rising even faster in response.

Estimated Residential Absorption Potential

Demand potential for the Subarea was estimated by looking at official regional population growth projections for small areas across a roughly five-mile radius from the Subarea. Together with census-based inputs from ESRI (a demographic data provider) on income distribution and household sizes, we allocated the expected growth in households across product types and price points for 10- and 20-year forecast horizons. The Subarea was then assigned a reasonable range of attainable capture rates (basically market share). These low and high estimates are represented as annual absorption potential for different product types in the table above.



Housing Types

The mix of housing types included in the conceptual plan for the area is intended to draw upon the most likely and strongest sources of demand, with enough flexibility in the form of mixed-use designations to react to unexpected future shifts in preferences.

Somewhat larger and higher priced neighborhood and rural residential homes are part of the mix in the more interior neighborhood areas—likely to appeal most to the older half of Millennials and the smaller, but still active, 50-something Gen X cohort where family sizes and incomes are near their peak. Highest priced products are expected to draw value from bench overlook views and proximity to riverfront amenities.

Closer to arterial frontages of Star and Chinden, neighborhoods scale up in density, especially around and in support of commercial areas. These neighborhood areas should draw heavily from Millennial homebuyers.

The most compact housing development is located at and adjacent to the Riverfront Center and the Star/Chinden Mixed-Use Gateway, and in the far southeast corner of the Subarea. Units in these areas are likely to include some two- to three-story condominium/townhome and rental apartment projects, with the potential for ground-floor retail. Zoning should include flexibility for live-work spaces with storefront ground floor space and living quarters upstairs.

This level of density will be needed to achieve the critical mass of activity and human-scaled street frontages that characterize typical, quaint Main Streets such as that envisioned for the Riverfront Center and other mixed-used use areas. Flexibility in maximum allowances for density should be investigated, possibly in the form of density bonuses for proposed projects that meet higher thresholds of Main Street-friendly design standards.

Overall open space in all the residential areas should be equal to 20% and may be divided among the individual residential developments or provided as a central park. Public pathways and connections to recreation areas will be required, including to parks and the River. Slope areas along the benches shall be retained as open space and shall be limited to open space and greenway areas and may be credited towards required open space if usable.

Generational Drivers, Shifting Needs, and Disappearing Affordability

America's two largest population "bulges" are Millennials (aged 25 to 40 as of 2021) and Baby Boomers (now 57 to 75), and their changing life-stages are the dominant factor in housing demand trends. With the heart of the Millennial cohort now in their early thirties, this group is driving most of the surge in starter home demand. Because a large portion of them delayed entering the for-sale market, that "natural" life-stage demand shift is coupled with additional pent-up demand. Meanwhile, housing affordability challenges have led to a prolonged stretch of above average multifamily rental demand, especially for younger Millennials still in their late twenties.

Boomers, on the other hand, are more of a mixed bag. As they now fully occupy the empty nester and retiree life-stage, many are opting to simplify and downsize their living arrangements, with increased demand for condos and other ownership attached products, along with a smaller portion shifting back to rentals (again, partly due to affordability issues). Yet another segment of Boomers are opting to hang onto the added breathing room in their now less-crowded, if oversized, houses (partly out reluctance to enter the skyrocketing housing market as a buyer once again.

Both Millennials and Boomers have shown greater awareness of, and preference for walkability and certain elements of traditional neighborhood design (alleys, sidewalks, smaller yards), though many are now coming to accept a more suburban take on those elements.

Subarea Plan Neighborhoods

The Plan features four main neighborhood areas, River Valley East, River Valley West, Chinden Boulevard East Overlook and Chinden Boulevard West Overlook. Much of the residential acreage has been devoted to the Neighborhood Residential category already typical in Star. Small to mid-size, moderately priced homes should remain the sweet spot of Millennial housing demand over the short- and mid-term horizon.

River Valley East

This area is generally located east of Star Road and north of Joplin Road. This area has a mix of residential uses starting along the River at the Riverfront Center and moving south through High-Density Residential, Compact Residential, and Neighborhood Residential. The open space along the eastern edge of this area between the Stonebriar Subdivision should be maintained as a permanent buffer between future development and the residences within Stonebriar.

River Valley West

This area is generally located west of Star Road and north of Joplin Road. This area has a mix of residential types, with the highest densities along the River and within Mixed-Use areas along Star Road. Moving west, this node has Neighborhood Residential which transitions to Estate Residential. These estate lots will be limited to no more than 2 dwelling units per acre, allowing for some large lots and providing a rural feel.

Chinden Boulevard East Overlook

This area is generally located east of Star Road, south of Joplin Road and north of Chinden Boulevard. This area also has a mix of residential uses starting with neighborhood residential. The large amount of mixed-use land designations will allow for up to 30% residential use. This could provide some compact or even high-density residential options. Density along the bench should be managed to encourage pedestrian access, open space, and protection of the geography of the area.

The area designated as High-Density Residential/Mixed-Use shall only be allowed to develop with multifamily dwellings if it is part of a Planned Unit Development that includes the commercial parcels to its south and along Chinden Boulevard. It is not intended for it to develop individually as multifamily, and if so, it will be reclassified as Mixed-Use only for the purpose of development.

Chinden Boulevard West Overlook

This area is generally located west of Star Road, south of Joplin Road, and north of Chinden Boulevard. This area contains primarily Neighborhood Residential along the bench. Given the desire of commercial on the hard corner of Can-Ada Road and Chinden Boulevard, there is a small cluster of Mixed-Use land designations at Star Road and Chinden Boulevard that may allow for up to 30% residential use, which may provide some multifamily housing options. Density along the bench should be managed to encourage pedestrian access, open space, and protection of the geography of the area.

General Housing Program by Neighborhood

Neighborhood	Approximate Residential Acreage*	Potential Housing Units (at average of allowable densities)
<i>River Valley, East</i>	480	1,600
<i>River Valley, West</i>	335	900
<i>Chinden Boulevard, East Overlook</i>	130	700
<i>Chinden Boulevard, West Overlook</i>	160	500
Totals	1,105	3,700

Note: Acreage includes all areas designated as High-Density Residential, High-Density Residential/Mixed-Use, Compact Residential, Neighborhood Residential, Rural Residential, Estate Residential, and a portion of Riverfront Center and Mixed-Use acreages. Park acreages shown in the table on the following pages are included within the total residential acreages shown above.

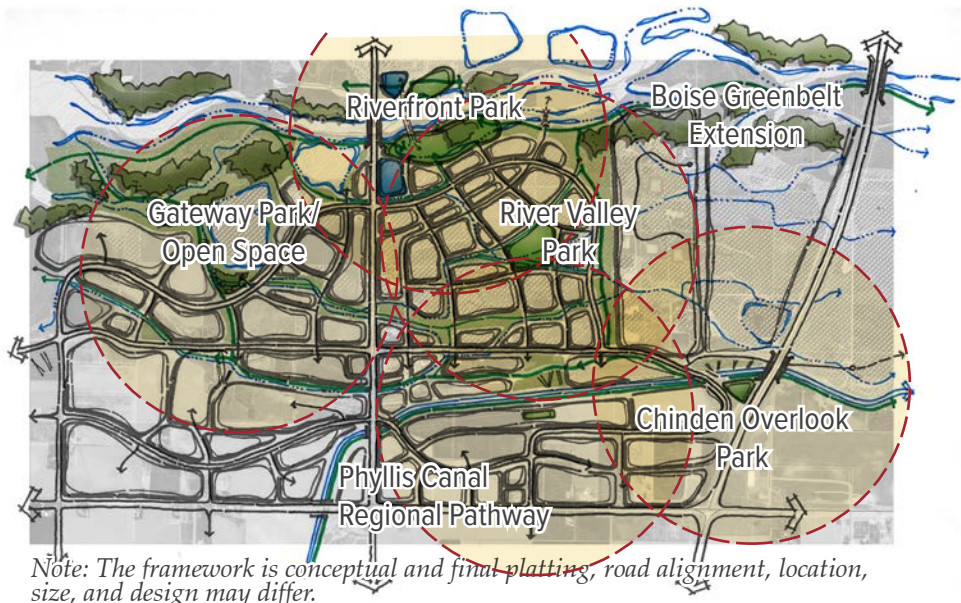
PARKS AND RECREATION

The Parks and Recreation Framework focuses on Boise River access, riverfront amenities, and extension of the Boise Greenbelt through the Riverfront Center/Main Street area. Active parks and passive natural/open space preservation areas have been identified and allow varying focal points and use as defined in the table below. Each park serves as a unifying feature for neighborhoods in the Subarea, and along with open space provisions included within the land development code, will help to meet general benchmark metrics of ten acres of park space for 1,000 residents.

An internal, off-street, pathway network connects parks and neighborhoods, mainly along existing water conveyance facilities. Two regional pathways connect to the larger region, through the Boise Greenbelt System, and along the Phyllis Canal. The framework map shows anticipated park distribution along with a half-mile walkability/service radius.

General Parks Program

Park	Approximate Acreage	Type/Key Amenities
Riverfront Park	30	Amphitheater, open areas for markets/festivals; water recreation access
River Valley Park	15	Neighborhood-scale open fields and playgrounds; community gardens
Chinden Overlook Park	10	Larger fields, dog parks, playgrounds
Gateway Park/ Open Space	20 park acres/230 acres open space	Naturalized pathways, boardwalks, educational interpretation, fishing pond, wildlife viewing, River access
Total	305	



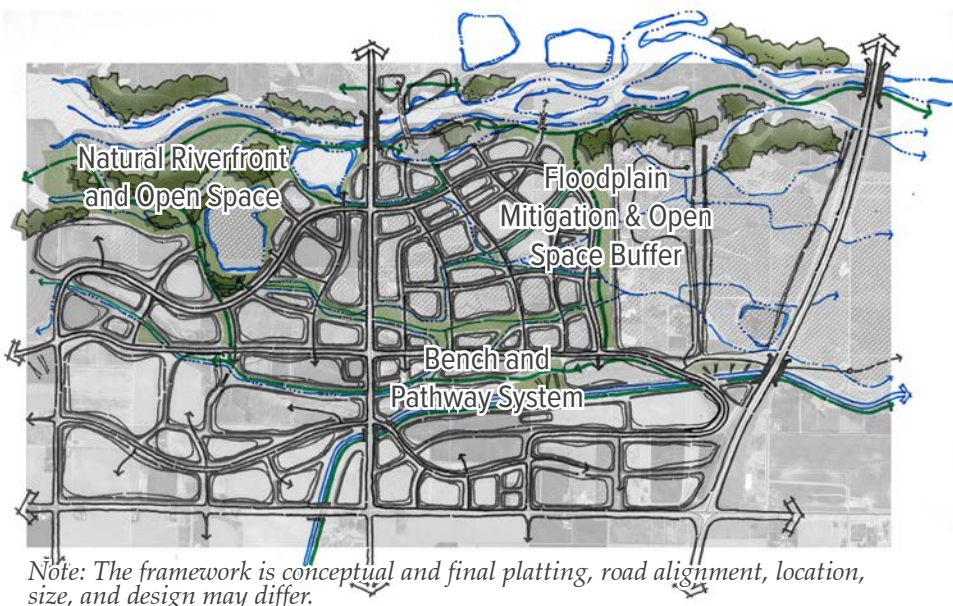
NATURAL RESOURCES

The Subarea offers a unique chance to comprehensively plan a large, ecologically interconnected landscape to accomplish a sustainable pattern of growth that honors the Boise River and its natural resources.

The floodway includes the River and immediately adjacent areas that are the primary conveyance for floodwaters. As the most dangerous part of the floodplain, this natural channel and this area need to remain open and clear of obstructions. Federal and local regulations prohibit encroachments within the floodway that result in any increase in flood elevations. Future recommended land use in the floodway consists of natural trails, riverfront parks, and greenways that connect to parks and greenways throughout the Subarea. Obstructions such as buildings, fill, or structures that can trap debris should not be in the floodway.

The 100-year floodplain includes land outside of the floodway inundated during flood events with a 1% chance of occurring in any given year. Areas within the floodplain either convey or store floodwater depending on the surrounding topography.

Development within ineffective flow areas of the 100-year floodplain, such as the Riverfront Center, upstream of Star Road, will help minimize development impacts to flood conveyance. However, it is recommended for all development in the 100-year floodplain that additional storage areas be set aside to compensate for the loss of flood storage volumes caused by development. Additional mitigation areas and compensatory flood water storage have been identified at the northeast corner of the area, along with a north-south greenway area that buffers new neighborhoods from existing rural neighborhoods. Residential areas will likely need to set aside 10% to 20% of the land adjacent to and integrated with development for these purposes.



The 500-year floodplain includes areas of lesser hazard, and lower flood depths and velocities. Development is not required to be regulated by FEMA or the National Flood Insurance Program. Although the flood hazard is less, there is still chance of flooding and the same development recommendations that apply to the 100-year floodplain are suggested for the 500-year floodplain.

Other natural resources that should be considered include high groundwater and irrigation laterals that run through the Subarea. Irrigation laterals are important to preserve to support continued agriculture operations. High groundwater can preclude the development of structures with basements, but can provide an opportunity for creating ponds, wetlands, and other features that enhance the surrounding natural resources.

PUBLIC SERVICES, FACILITIES, AND UTILITIES

Water and sewer services are provided by the Star Sewer and Water District. The recent addition of the southern regional sewer lift station located west of Star Road and north of Joplin Road, as well as upgrades to the existing wastewater treatment membrane bioreactor facility will help ensure that the Subarea can be adequately served with sewer services. Wastewater from the Subarea will be collected in 8" to 18" diameter sewer mains that run to the new lift station. From the lift station, wastewater is pumped through a pressure sewer line to the Star wastewater treatment facility located north of the Boise River and south of West State Street.

The existing water system currently extends to a point along Star Road north of the Boise River and north of Coriander Lane. The future water system plans include serving the Subarea with 16", 12", and 10" water mains that would connect to the existing 12" main in Star Road. Other future water system improvements that will help provide adequate water supply to the Subarea include a booster station north of Chinden and east of Central Valley Expressway (SH 16) and additional wells located east and west of Star.

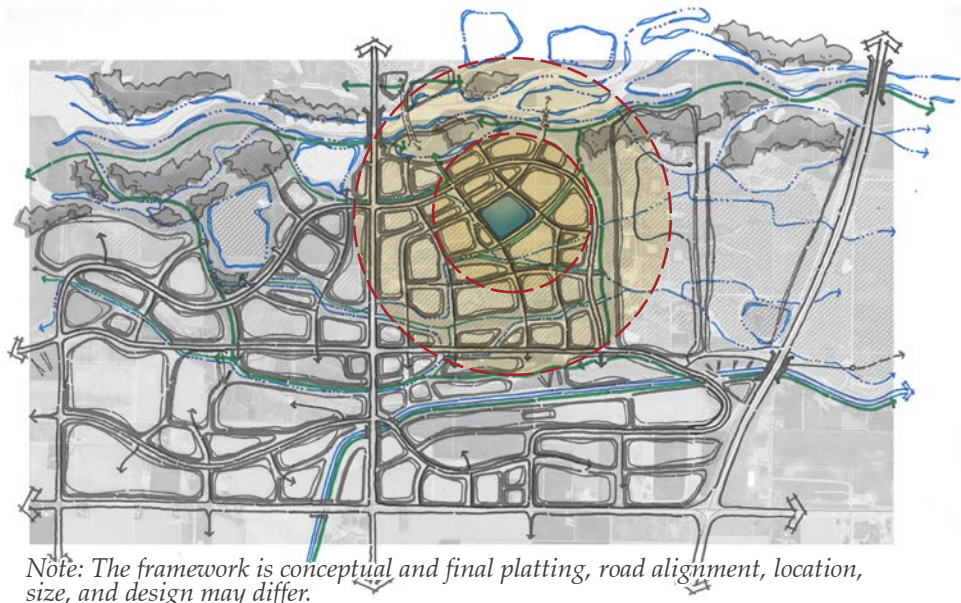
It is expected that the capacity of dry utilities, including electric and communications, systems can be expanded as needed to serve the SotR Subarea. Electric is provided by Idaho Power, telephone is provided by Century Link, and cable is provided by several companies including Cable One, Direct TV, and Dish Network. Natural Gas is provided by Intermountain Gas.

SCHOOLS

Schools will need to be closely coordinated with West Ada School District however, the Illustrative Vision Plan includes a potential location for an elementary or middle school campus within the River Valley area, and is located along the local street networks as well as a robust off-street pathway system contributing to safe routes to school, as laid out within the Comprehensive Plan.

The school site is co-located with a park and open space which could be shared with the school or designed and maintained by the City or a homeowners association.

The potential school location is identified in the framework map below, with 1/4-mile and 1/2-mile walk distance radii shown, with the coverage generally extending through the majority of the River Valley area.



Note: The framework is conceptual and final platting, road alignment, location, size, and design may differ.

COMMUNITY DESIGN

The Subarea Plan expands the existing CBD to create an expanded Downtown for the City. The Subarea anticipates mixed-use development with pedestrian-oriented commercial, retail, and office uses on the ground floor and residential uses on the upper floors. Architectural guidelines specific to the CBD to guide future development and create a sense of place and continuity throughout the CBD. These guidelines include architectural style, building design and materials, street frontages and pedestrian amenities, and site design. These character palettes are illustrated on the following pages.

Buildings throughout the CBD should anticipate mixed-use development with pedestrian-oriented commercial, retail, and office uses on the ground floor and residential uses on the upper floors. Wide sidewalks and ample pedestrian amenities are encouraged in the CBD to enhance walkability and encourage alternative modes of transportation. Buildings should be constructed of natural materials and colors, with metal and white being used to accentuate other materials.

Imagery Palette

Through the public open houses in April, attendees were asked to select the most appropriate imagery for four categories:

- » Riverfront Center
- » Housing and Neighborhoods
- » Community Recreation and Pathway Amenities
- » Character Features
- » Building Materials

The most selected imagery is included on the following pages and gives an idea of the overall character, and intent behind the South of the River Subarea Plan. Generally, the larger the image, the more often it was selected by respondents. Those images not selected by a majority of attendees have not been included in the associated imagery.

Riverfront Center Palette



Mixed-use buildings overlooking the river, floodplains, and natural areas



Housing overlooking River, floodplains, natural areas, and floodplain mitigation areas



Greenbelt extension, integrated into commercial in the Riverfront Center



Amphitheater, gathering space and pedestrian bridge north to Riverhouse



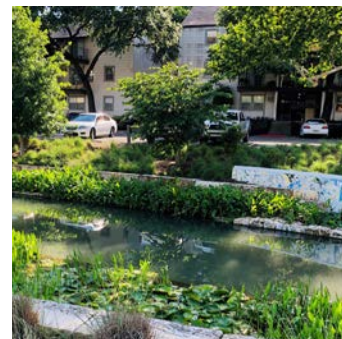
Recreational water activities within the River and associated ponds



Walkways and wayfinding



Pedestrian gathering spaces, wayfinding and public art



Housing and pathways along irrigation canals and waterways

Housing and Neighborhoods Palette



Large-lot, detached, single-family



Waterfront single-family



Clustered-density single-family



Detached, single-family, cottage courts



Thematic sitting areas blended with landscape



1-story, attached, single-family 4 to 8 units



2-story, attached, single-family townhomes



2-story live/work industrial residential

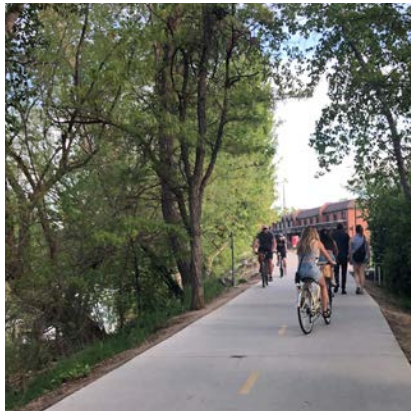
Community Recreation and Pathway Amenities Palette



Walks along irrigation laterals and ditches and secondary Riverways



Naturalized areas and boardwalks



Greenbelt extension and bridge connection to Riverhouse



Fishing access and fly-casting courses



Amenitized trailheads



Internal pathway system connecting to regional network



Equestrian trails



Interactive water features and splash pads



Festival and market areas



Amphitheater



Community gardens



Water recreation



Wildlife viewing



Recreation fields and courts



Recreation center



Public art and music

Character Features Palette



Outdoor dining



Planters and landscaping



Integrated xeriscape and native landscaping



Integrated seat walls in the public realm



Banner signage and wayfinding



Protective canopies



Recreation space integrated in commercial center



Streetscape pavers and planting

Building Materials Palette



Stone and timber



Mixed stone, metal, and wood



Modern rustic



Standard siding on themed building



Weathered wood



Weathered wood and stone



Stone siding with metal roof



Stucco mix with pitched roofs





Chapter 4 | Implementation Plan

PURPOSE OF AN IMPLEMENTATION STRATEGY

Realizing the Plan

How can the staff and leadership of Star best work to breathe life into the shared vision and stated community goals laid out for its South of the River Subarea? How to implement the Plan? The future land use map and illustrative vision plan in this document represent the first major step in that direction. Once adopted, these maps (or refined versions) will serve as the central guiding force in translating that vision into reality. All other implementation strategies and recommendations should, ideally, all be focused on helping to shape future development towards desired build-out.

Steady but Flexible

The future land use designations, illustrative plan, and frameworks are not set in stone. The future is full of uncertainty, with chances for unanticipated hurdles and opportunities at every turn. A plan with a multi-decade development horizon such as this must be flexible enough to react to those surprises, but compelling enough to serve as a steady guide and reminder of the key vision elements worked on and agreed to by the community's leaders and stakeholders at the outset.

KEY CHALLENGES

To lay out a workable approach for plan implementation, the City of Star must grapple with a few significant conflicts and issues inherent to its community history, makeup, and values. The challenges shown here may look like unresolvable conflicts between competing priorities, but for each one there is room for creativity and compromise to help move past it.

- » Needs of Existing Residents/Businesses vs. Major Blank-Slate Opportunity
- » Semi-Rural History vs. Urban Edge Location
- » Intense Growth Pressure vs. Need for Careful Planning
- » Shared Vision vs. Diverse Private Sector Owners/Developers
- » Desire for a Downtown vs. Aversion to Density

IMPLEMENTATION RECOMMENDATIONS

This Subarea Plan centers around the illustrative vision plan informed by input from a wide variety of disciplines, all designed to proactively guide development of Star’s southern growth area. Realizing that vision will take the community, the City, and its partners many purposeful and focused steps over the course of many years, the steps also are grouped by broad recommended phases:

- » Immediate, within 6 months
- » Short-term, 0 to 2 years
- » Medium-term, 3 to 7 years
- » Long-term, 8+ years

Implementation recommendations are organized across ten topic areas generally corresponding to the frameworks described in Chapter 3, plus an overarching General/ Administrative category. Because the topic areas are interrelated, some recommendations may apply to multiple sections.

Implementation Item	Responsibility	Time Frame
General Administration		
Formally adopt the SotR Subarea Plan, including its updates to the future land use map.	City Council	Immediate
Schedule periodic reviews of the Subarea Plan to assess implementation progress—annually or every two years—could be accomplished as part of some other staff/Council workshops. <ul style="list-style-type: none"> » Reviews should evaluate and troubleshoot progress being made towards the Plan vision. » As needed and appropriate, these reviews may result in recommended changes, potentially including Subarea Plan updates, amendments to governing regulations, or consideration of new or modified financing strategies. 	City Council, Planning	Short-term
Establish process to evaluate compliance of future Subarea development proposals across Plan topic categories – including recommended actions for non-compliance.	City Council, Planning	Short-term
Land Use		
Update the official Future Land Use map in the Comprehensive Plan per adopted SotR Plan.	City Council	Immediate
As annexation occurs, rezone parcels to align with the SotR Plan’s future land use and illustrative vision plan recommendations.	City Council	Short-term
Consider adding criteria for land use diversity . <ul style="list-style-type: none"> » Initial development activity is likely to naturally favor residential, but as the area enters the mid-term the City may want to prioritize projects that include commercial or mixed-use so those key Plan elements are not overlooked. 	City Council	Medium-term

Implementation Item	Responsibility	Time Frame
Transportation		
<i>Coordinate with ACHD to add the planned collectors to the Master Street Map with the desired typologies.</i>	<i>Planning, City Engineer (partnering with ACHD, ITD as appropriate)</i>	<i>Immediate</i>
<i>Require future development in the Subarea to plan for the proposed transportation network.</i>	<i>Planning, City Engineer</i>	<i>Short- to Medium-term</i>
<i>Utilize alleys for development that fronts any of the proposed collector-level roadways to minimize the number of driveways onto these roadways.</i>	<i>Planning, City Engineer</i>	<i>Short- to Medium-term</i>
<i>Restrict cul-de-sac street design to only areas where it is impractical for a through street.</i>	<i>Planning, City Engineer</i>	<i>Short- to Medium-term</i>
<i>Consider electric vehicle charging stations for public parking areas or as a commercial development requirement.</i>	<i>Planning, City Engineer</i>	<i>Short- to Medium-term</i>
<i>Construct a bicycle/pedestrian bridge over the Boise River at the proposed Riverfront Park site.</i>	<i>Planning, City Engineer, Parks and Recreation</i>	<i>Short- to Medium-term</i>
<i>Plan for enhanced crossings of all collector roadways where path users must cross them.</i>	<i>Planning, City Engineer (partnering with ACHD, ITD as appropriate)</i>	<i>Short- to Medium-term</i>
<i>Cooperate with neighboring municipalities (especially Boise, Eagle and Meridian) to explore and encourage transit options serving the Plan area.</i> <ul style="list-style-type: none"> » <i>BRT/enhanced bus (or future driver-less-based technology) with service on Chinden and terminus park and ride facilities near Star Road could add convenience, reduce congestion, and bring Canyon County commuters regularly into Star.</i> 	<i>Planning, City Engineer, with potential support from other departments</i>	<i>Short-, Medium- to Long-term</i>

Implementation Item	Responsibility	Time Frame
Consider one or more small public off-street surface parking lots in the Riverfront Center portion of the Plan to be shared across potential public and private destinations.	Planning, City Engineer	Short-, Medium- to Long-term

Economic Development

Explore the creation of a Community Improvement District (CID) as a mechanism for funding infrastructure elements. <ul style="list-style-type: none"> » A CID could help to incentivize developers by providing tax benefits and preferable home pricing structure relative to development impact fees. 	City Council, City Engineer, outside consultants	Short- to Medium-term
Consider city-funded civic elements as potential catalysts to desirable private-sector development in the Riverfront Center area. <ul style="list-style-type: none"> » Could include City Hall relocation to amphitheater, fountain(s), splash park, public art, etc. 	City Council	Short- to Medium-term
As Riverfront Center private sector gains critical mass, consider creation of a Business Improvement District (BID) to coordinate and allocate payment for district upkeep and promotional events.	City Council, business owners	Long-Term

Housing

Consider possible density bonuses or other incentives for residential or mixed-use proposals that meet certain design/aesthetic standards.	City Council, Planning	Medium-term
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Parks and Recreation

As a top plan area priority, plan for public facilities that enhance the ability of Star residents and visitors to interact with and appreciate the Boise River. <ul style="list-style-type: none"> » Study capital and maintenance costs associated with major riverfront Plan elements. » Consider phasing of riverfront public facilities to keep pace with surrounding development but strive for initial investments that help to strongly associate Star with the River. 	Parks and Recreation	Short-, Medium- to Long-term
Develop options, including cost and design considerations, for bike/pedestrian trail systems improvements and extensions, especially for those that complement Riverfront Center elements discussed above.	Parks and Recreation	Short-, Medium- to Long-term
Explore options and costs for extending bike/pedestrian trail facilities that connect the SotR Plan area with the Boise Greenway.	Parks and Recreation	Short-, Medium- to Long-term
Coordinate expansion of the Subarea’s internal parks, open/greenway areas and connecting trails to be consistent with surrounding development.	Parks and Recreation	Short-, Medium- to Long-term
In approximately 3 to 5 years, study usage patterns of Star’s parks and trail facilities (including those at the riverfront). <ul style="list-style-type: none"> » In Star, developers pay per-unit development impact fees (DIFs) to fund parks and recreation expansion, allocated in proportion to the increase in system demand those units generate—so this study will help ensure equitable cost sharing via development impact fees. 	Parks and Recreation	Medium- to Long-term

Implementation Item	Responsibility	Time Frame
<i>Natural Resources</i>		
<i>Study hydrology, irrigation systems and elevation data to establish or revise floodplain designations and inform land use code elements addressing potential hazard</i>	<i>City Engineer, Developers (at development submittals)</i>	<i>Short-Medium-term</i>
<i>Review studies on the Boise River ecological system, supplementing as needed, to ensure that changes to the built environment—especially at the riverfront —work in harmony with those systems.</i>	<i>City Engineer</i>	<i>Short-Medium-term</i>
<i>Coordinate with the Treasure Valley Land Trust on preserved areas for conservation, floodplain mitigation, etc. along the Boise River.</i>	<i>City Engineer</i>	<i>Short-Medium-term</i>
<i>Public Services, Facilities, and Utilities</i>		
<i>Model future water, sewer, electrical power, and communications capacity and identify needed improvements for future development in the Area</i> <ul style="list-style-type: none"> » <i>Ensure that anticipated water and sewer facility needs are reflected in Star’s Capital Improvement Plan.</i> 	<i>City of Star Water and Sewer, City Engineer</i>	<i>Short-Medium-term</i>
<i>Review ability of existing funding mechanisms to equitably meet anticipated capital improvements needs based on above findings.</i> <ul style="list-style-type: none"> » <i>Consider alternate or complementary funding mechanisms such as a Community Infrastructure District (CID) that may be more attractive to developers.</i> 	<i>City Council, Planning, City of Star Water and Sewer, City Engineer</i>	<i>Short-Medium-term</i>
<i>Study feasibility of moving City Hall facilities to the proposed Riverfront Center area of the Plan.</i> <ul style="list-style-type: none"> » <i>Study should include project costs, traffic impacts, and potential funding sources, including possible sale of existing City Hall facility.</i> » <i>Relocation of those facilities would help to establish that area as a civic focal point, and association with Riverfront would contribute to positive branding of Star.</i> 	<i>City Council, Planning, City Engineer</i>	<i>Short-Medium-term</i>
<i>In conjunction with City Hall relocation or as stand-alone, consider construction of a public gathering space to anchor the Riverfront Center area.</i> <ul style="list-style-type: none"> » <i>Project should include lawn/plaza space for events such as periodic farmer’s markets and could feature outdoor amphitheater/band shell, fountain, splash park, etc.</i> » <i>Such projects are good candidates for partial charitable funding but could also consider developer contribution if project is likely to disproportionately benefit nearby private parcels.</i> 	<i>City Council, Planning, Parks and Recreation</i>	<i>Medium-term</i>

POTENTIAL FUNDING MECHANISMS

Community Infrastructure District (CID)

CIDs allow property owners in Idaho to form a district boundary in which owners share costs for major district-wide infrastructure projects. A district can float bonds (not City-backed) which are repaid via tax-exempt assessments of members. It is important to set initial boundaries carefully so that cost-sharing is equitably tied to infrastructure benefits. CIDs can even be used to cover developer impact fee payments.

Development Impact Fee (DIF)

Idaho allows cities and counties to charge one-time DIFs on new construction, usually on a per-unit or per-square-foot basis, calculated to fairly distribute the costs of infrastructure. Jurisdictions can set their own rules for what costs are covered. Currently, Star collects DIFs to pay for infrastructure related to parks and recreation (while ACHD and ITD collect their own to cover major road costs).

Local Improvement District (LID)

An alternative to CIDs, LIDs also help owners share costs for mutually beneficial infrastructure. LIDs tend to be more project-specific, rather than covering a variety of costs within a large district. LIDs also allow for bonding, but lack the tax-exemption advantage of a CID.

Urban Renewal Authority(URA)/Tax Increment Financing (TIF)

URAs are popular in Idaho and elsewhere for addressing costs for certain public infrastructure and even some land assembly within a set district. Funding is via TIF, where the district is allowed to retain the increase (increment) in property taxes that occur within it. The URA/TIF arrangement can be more complex and politically challenging, in part because it requires an initial finding of blight within a district (more difficult on rural/agricultural land).

Business Improvement District (BID)

A BID can be formed in downtowns or similar areas where owners agree to pool funds, via annual assessment, for mutually beneficially maintenance and promotional costs. Such a structure is not appropriate yet in the Plan Area, but could be worth considering in the Riverfront Center area once development has gained sufficient momentum.

Proportionate Share

Proportionate Share is not technically a DIF, but with each new development submittal, ITD determines the effect and level of impact of that development. The developer then pays the City of Star directly at rates determined by ITD, and the City of Star holds these funds to pay for improvements, or to partner with ITD on combined and larger-scale facility improvements. A recent example of this cost-share option has been used on the State Street Widening Project.

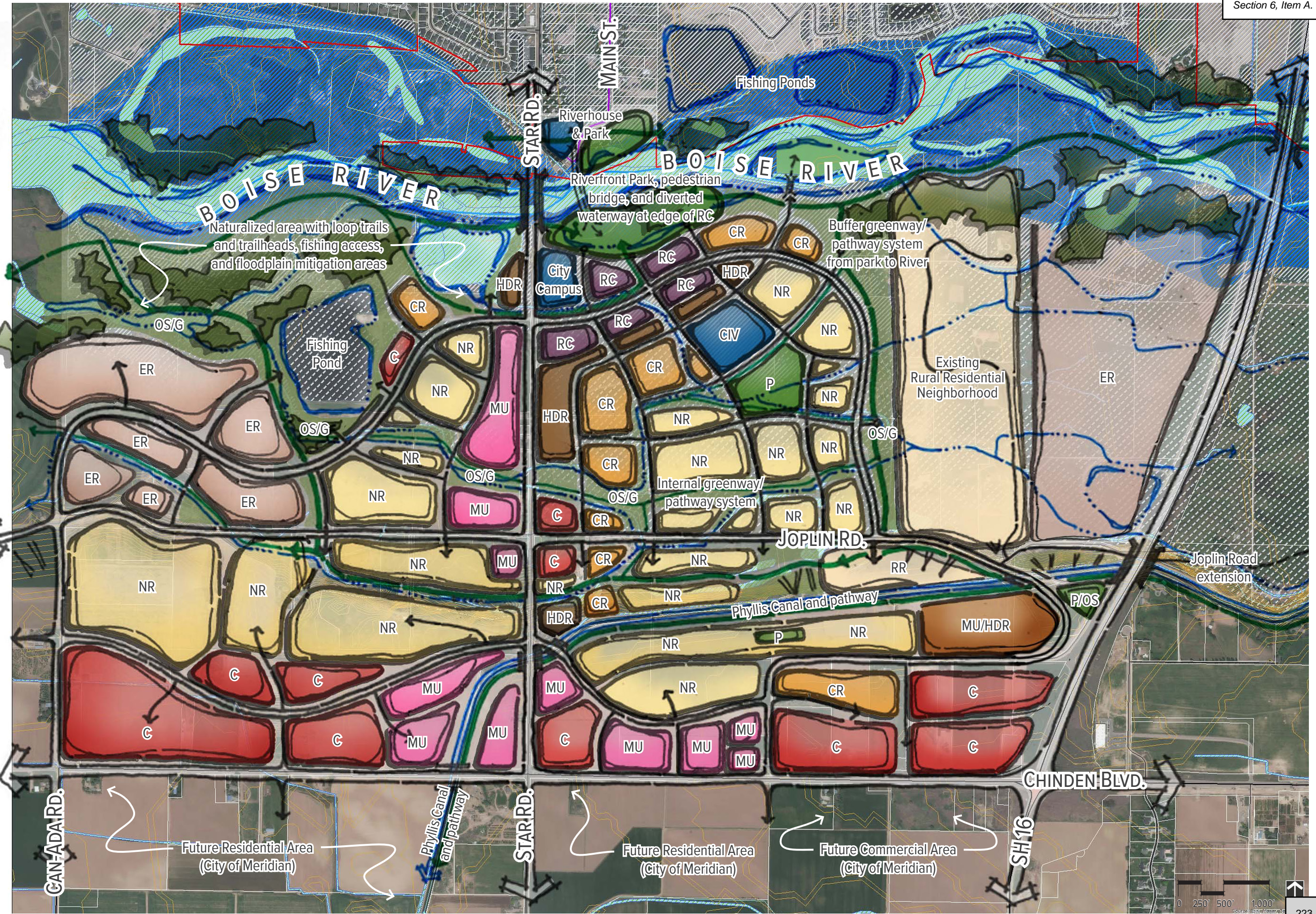


ILLUSTRATIVE VISION PLAN

The Illustrative Vision Plan highlights a visionary concept depicting the possible distribution of land uses, connectivity between neighborhoods and to arterials, and the level of amenities expected in regard to natural areas and open space, pathways and parks. The Vision Plan is illustrative in nature, and defines only one possible development option.

- Map Legend:**
- RR: Rural Residential
 - ER: Estate Residential
 - NR: Neighborhood Residential
 - CR: Compact Residential
 - HDR: High-Density Residential
 - RC: Riverfront Center "Main Street"
 - MU: Mixed-Use
 - MU/HDR: Mixed-Use and/or High-Density Residential
 - C: Commercial
 - P: Parks
 - CIV: Civic (School, City Facility)
 - OS/G: Open Space/Greenway

Note: The Illustrative Vision Plan is conceptual in nature, and distribution of land uses, road alignments, and park and school locations may change as development occurs.



ORDINANCE NO. 362-2022
(STAR RIVER MEADOWS SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO; MORE SPECIFICALLY DESCRIBED AS LOTS 1-15, BLOCK 1, STAR RIVER MEADOWS SUBDIVISION, IN STAR, IDAHO AND CONTIGUOUS TO THE CITY OF STAR; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL (R-3) OF APPROXIMATELY 4.8 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada and Canyon County, Idaho (“the City”), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and to incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the owner(s) of the real property situated in the unincorporated areas of Canyon County and particularly described in Section 2 of this Ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on February 1, 2022, on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential (R-3) pursuant to the Unified Development Code of the City of Star.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STAR, IDAHO, as follows:

Section 1: The Mayor and Council of the City of Star, Idaho, hereby find and declare that the real property described in Section 2 of this Ordinance is contiguous to the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner(s) of said property have requested, in writing, annexation of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The real property, described in the attached “Exhibit A”, situated in Canyon County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations,

taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential (R-3), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above as Residential (R-3) land use classification.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Canyon County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this ____ day of _____, 2022.

CITY OF STAR
Ada and Canyon County, Idaho

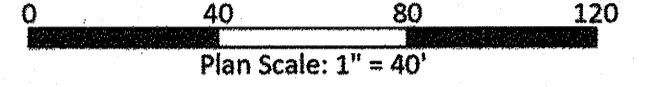
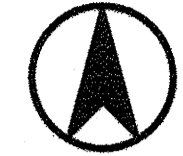
BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A

PLAT OF
Star River Meadows Subdivision
 A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13,
 TOWNSHIP 4 NORTH, RANGE 2 WEST, B.M.,
 CANYON COUNTY, IDAHO.
 2021



SHEET INDEX

- SHEET 1 - DETAIL PLAT MAP
- SHEET 2 - NOTES, CERTIFICATE OF OWNERS, AND CERTIFICATE OF SURVEYOR
- SHEET 3 - CERTIFICATES AND APPROVALS

REFERENCES

- R1. PLAT OF STAR RIVER RANCH SUBDIVISION No. 1, BOOK 48 OF PLATS AT PAGE 12, RECORDS OF CANYON COUNTY, IDAHO.
- R2. RECORD OF SURVEY PER INSTRUMENT No. 1997044015, RECORDS OF CANYON COUNTY, IDAHO.
- R3. RECORD OF SURVEY PER INSTRUMENT No. 2009016458, RECORDS OF CANYON COUNTY, IDAHO.
- R4. RECORD OF SURVEY PER INSTRUMENT No. 2013-001304, RECORDS OF CANYON COUNTY, IDAHO.
- R5. WARRANTY DEED PER INSTRUMENT No. 2018-005689, RECORDS OF CANYON COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.

LEGEND

- FOUND BRASS CAP AS NOTED
- FOUND ALUMINUM CAP AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 11779", UNLESS NOTED OTHERWISE
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- FOUND BRASS PLUG MARKED "PLS 11779"
- CALCULATED POINT, NOTHING FOUND OR SET
- LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- ROAD CENTERLINE

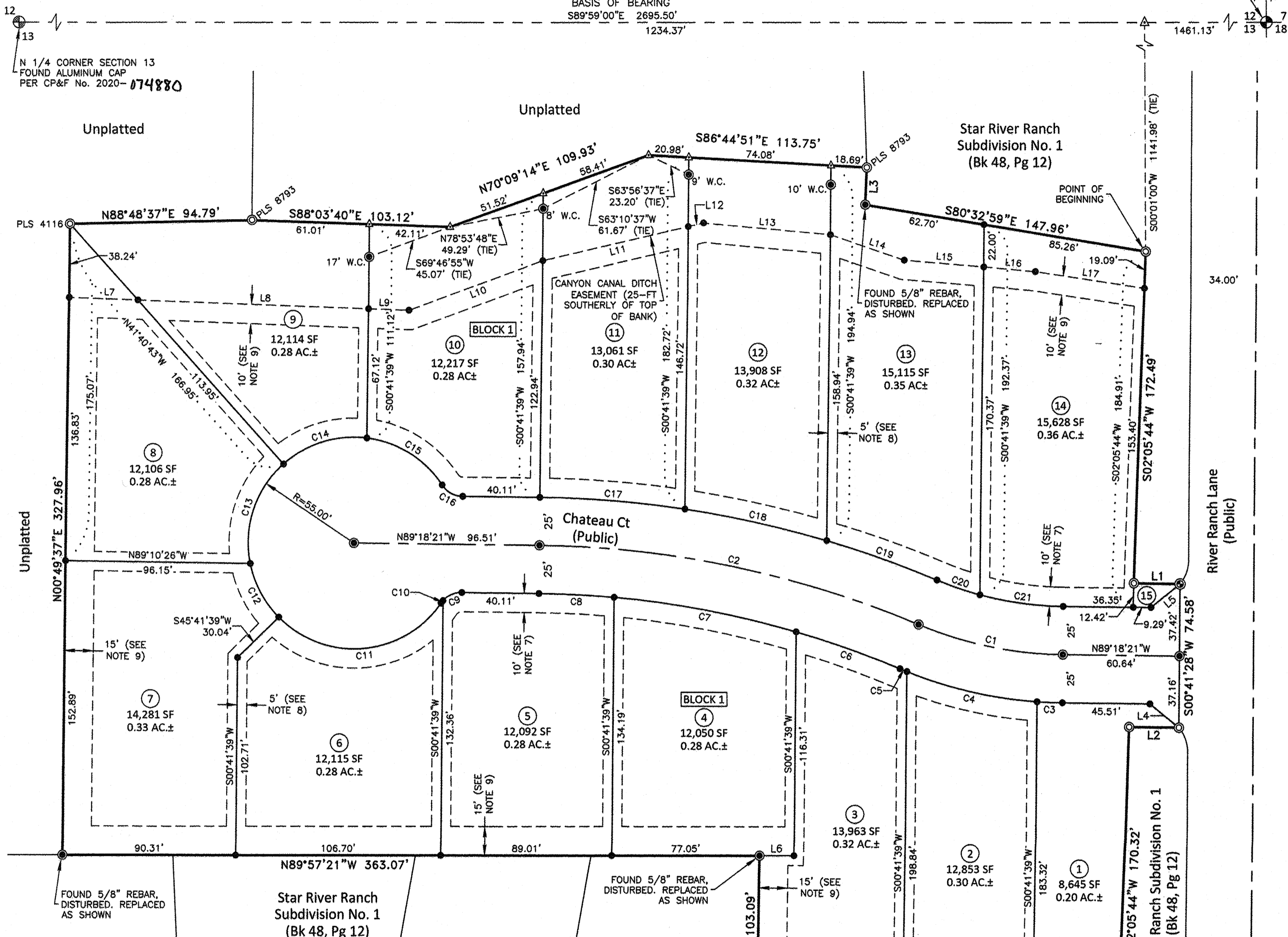


TRADITION CAPITAL PARTNERS, LLC
 MIDDLETON, IDAHO



LINE	BEARING	DISTANCE
L1	S89°18'32"E	23.98
L2	N89°18'32"W	25.82
L3	S2°35'49"W	19.37
L4	N50°30'35"W	19.41
L5	N51°03'29"E	19.47
L6	S89°57'21"E	17.96
L7	S87°50'53"E	35.82
L8	S87°50'53"E	120.06
L9	S87°50'53"E	20.99

LINE	BEARING	DISTANCE
L10	N69°38'34"E	74.32
L11	N76°54'46"E	77.90
L12	N76°54'46"E	8.22
L13	S84°44'46"E	66.23
L14	S71°00'10"E	40.57
L15	S85°10'25"E	41.59
L16	S84°52'05"E	27.01
L17	S81°19'42"E	57.43



CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	200.00'	77.23'	22°07'29"	N78°14'36"W	76.75'
C2	525.00'	202.73'	22°07'29"	N78°14'36"W	201.47'
C3	225.00'	13.23'	3°22'12"	N87°37'15"W	13.23'
C4	225.00'	69.78'	17°46'12"	N77°03'03"W	69.50'
C5	225.00'	3.87'	0°59'05"	N67°40'24"W	3.87'
C6	500.00'	57.25'	6°33'36"	N70°27'40"W	57.21'
C7	500.00'	96.63'	11°04'22"	N79°16'39"W	96.48'
C8	500.00'	39.20'	4°29'31"	N87°03'35"W	39.19'
C9	13.00'	10.99'	48°26'02"	S66°28'38"W	10.67'
C10	13.00'	1.72'	7°35'30"	S38°27'52"W	1.72'
C11	55.00'	96.83'	100°52'16"	S85°06'15"W	84.80'

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C12	55.00'	31.96'	33°17'23"	N27°48'55"W	31.51'
C13	55.00'	57.13'	59°30'37"	N18°35'05"E	54.59'
C14	55.00'	46.84'	48°47'25"	N72°44'06"E	45.43'
C15	55.00'	47.60'	49°35'23"	S58°04'30"E	46.13'
C16	13.00'	12.71'	56°01'32"	S61°17'35"E	12.21'
C17	550.00'	75.90'	7°54'25"	S85°21'09"E	75.84'
C18	550.00'	75.67'	7°52'59"	S77°27'27"E	75.61'
C19	550.00'	60.81'	6°20'06"	S70°20'55"E	60.78'
C20	175.00'	23.73'	7°46'05"	S71°03'54"E	23.71'
C21	175.00'	43.85'	14°21'24"	S82°07'39"E	43.74'

2021-011925
 RECORDED
 02/18/2021 12:47 PM
 CHRIS YAMAMOTO
 CANYON COUNTY RECORDER
 Pgs=3 HCRETAL \$11.00
 PLAT
 KM ENGINEERING

PLAT OF Star River Meadows Subdivision

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND IN A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING A FOUND BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 13, WHICH BEARS S89°59'00"E A DISTANCE OF 2,695.50 FEET FROM A FOUND ALUMINUM CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 13;
THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 13, N89°59'00"W A DISTANCE OF 1461.13 FEET TO A POINT;
THENCE LEAVING SAID NORTHERLY LINE, S00°01'00"W A DISTANCE OF 1141.98 FEET TO A 5/8-INCH REBAR ON THE SUBDIVISION BOUNDARY OF STAR RIVER RANCH SUBDIVISION No. 1 AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID SUBDIVISION BOUNDARY OF STAR RIVER RANCH SUBDIVISION No. 1 FOR THE FOLLOWING EIGHT (8) COURSES:

1. S02°05'44"W A DISTANCE OF 172.49 FEET TO A 5/8-INCH REBAR;
2. S89°18'32"E A DISTANCE OF 23.98 FEET TO A BRASS PLUG;
3. S00°41'28"W A DISTANCE OF 74.58 FEET TO A 5/8-INCH REBAR;
4. N89°18'32"W A DISTANCE OF 25.82 FEET TO A 5/8-INCH REBAR;
5. S02°05'44"W A DISTANCE OF 170.32 FEET TO A 5/8-INCH REBAR;
6. N89°57'21"W A DISTANCE OF 187.51 FEET TO A 5/8-INCH REBAR;
7. N00°41'40"E A DISTANCE OF 103.09 FEET TO A 5/8-INCH REBAR;
8. N89°57'21"W A DISTANCE OF 363.07 FEET TO A 5/8-INCH REBAR;

THENCE LEAVING SAID SUBDIVISION BOUNDARY, N00°49'37"E A DISTANCE OF 327.96 FEET TO A 5/8-INCH REBAR;

THENCE N88°48'54"E A DISTANCE OF 94.79 FEET TO A 5/8-INCH REBAR;
THENCE S88°03'40"E A DISTANCE OF 103.12 FEET;
THENCE N70°09'14"E A DISTANCE OF 109.93 FEET;
THENCE S86°44'51"E A DISTANCE OF 113.75 FEET TO A 5/8-INCH REBAR;
THENCE S02°35'49"W A DISTANCE OF 19.37 FEET TO A 5/8-INCH REBAR;
THENCE S80°32'59"E A DISTANCE OF 147.96 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS A TOTAL OF 4.804 ACRES, MORE OR LESS

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC FOREVER ALL PUBLIC STREETS AND RIGHTS-OF-WAYS AS SHOWN ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM AN EXISTING STAR SEWER AND WATER DISTRICT WATER SYSTEM, AND SAID DISTRICT HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.


SPENCER KOFOED, MANAGER
TRADITION CAPITAL PARTNERS, LLC

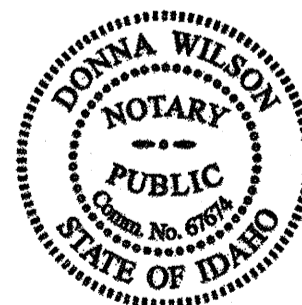
ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF } SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON December 16, 2020, BY SPENCER KOFOED, AS MANAGER OF TRADITION CAPITAL PARTNERS, LLC.


SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES 5.6.2022



NOTES

1. IRRIGATION WATER HAS BEEN PROVIDED FROM THE CANYON CANAL COMPANY IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CANYON CANAL COMPANY.
2. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
4. LOT 1 AND LOT 15, BLOCK 1 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION. THESE COMMON LOTS ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES, STORM DRAINAGE AND IRRIGATION.
5. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET THE DIMENSIONAL STANDARDS ESTABLISHED IN THE APPLICABLE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED.
6. THIS SUBDIVISION WILL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE CANYON COUNTY RECORDER'S OFFICE AND MAY BE AMENDED FROM TIME TO TIME.
7. ALL LOT LINES COMMON TO THE PUBLIC RIGHTS-OF-WAY CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, STORM DRAINAGE, LOT DRAINAGE AND IRRIGATION AS SHOWN HEREON.
8. UNLESS SHOWN OTHERWISE, ALL INTERIOR LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT (EACH SIDE) FOR PUBLIC UTILITIES, LOT DRAINAGE AND IRRIGATION AS SHOWN HEREON.
9. UNLESS SHOWN OTHERWISE, ALL REAR LOT LINES AND LINES ADJACENT TO THE SUBDIVISION BOUNDARY CONTAIN A 15.00 FOOT WIDE EASEMENT, FOR PUBLIC UTILITIES, LOT DRAINAGE AND IRRIGATION AS SHOWN HEREON.
10. MINIMUM BUILDING SETBACK DIMENSIONS IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
11. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
12. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
13. REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
14. THE SUBDIVISION HOMEOWNER'S ASSOCIATION, UNDERLYING PROPERTY OWNER OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE OF THE PUBLIC RIGHT-OF-WAY, INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
15. ALL LOTS WITHIN THIS PLAT WILL BE PROVIDED SEWER VIA A STAR SEWER AND WATER DISTRICT GRAVITY SEWER SYSTEM.
16. THE HOMEOWNER'S ASSOCIATION OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING AND ALL AMENITIES (LAWNS, SPRINKLERS, SIDEWALKS, LANDSCAPING, ETC.) APPROVED BY THE DISTRICT TO BE WITHIN THE PUBLIC RIGHT-OF-WAY.
17. DIRECT LOT ACCESS TO RIVER RANCH LN. IS PROHIBITED.

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF STAR RIVER MEADOWS SUBDIVISION AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

AARON L. BALLARD, P.L.S. 12459



DEVELOPER
TRADITION CAPITAL
PARTNERS, LLC
MIDDLETON, IDAHO



PLAT OF Star River Meadows Subdivision

CERTIFICATE AND APPROVAL OF COUNTY SURVEYOR

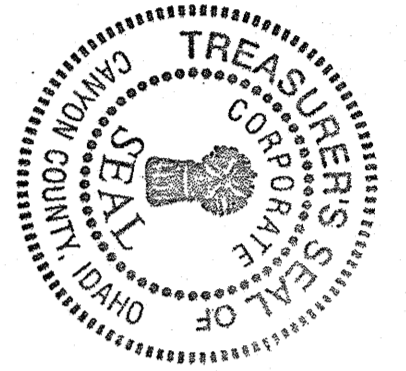
I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE, TITLE 50, CHAPTER 13, RELATING TO PLATS AND SURVEYS.

David R. Kinzer
CANYON COUNTY SURVEYOR
DAVID R. KINZER PE/PLS 2659
DATE 10/12/20

CERTIFICATE AND APPROVAL OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, IDAHO, PER THE REQUIREMENTS OF IDAHO STATE CODE, TITLE 50, CHAPTER 13, SECTION 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THE SUBDIVISION PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Tracie Wood
CANYON COUNTY TREASURER
By L. Danbim
DATE 2-5-2021



CERTIFICATE AND APPROVAL OF CANYON COUNTY COMMISSIONERS

I, THE UNDERSIGNED, CHAIRMAN OF THE CANYON COUNTY COMMISSIONERS, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE COMMISSIONERS HELD ON THE 18th DAY OF February, IN THE YEAR OF 2021, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Kevin Kamin
CHAIRMAN
DATE 18 February 2021
Chris Hammond, PE/PLS
CLERK
DATE 2-18-21



HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING STAR SEWER AND WATER DISTRICT, AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES THEN THE SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

Clara
SOUTHWEST DISTRICT HEALTH DEPARTMENT
DATE 10/16/2020

CERTIFICATE AND APPROVAL OF CANYON HIGHWAY DISTRICT No. 4

CANYON HIGHWAY DISTRICT No. 4 DOES HEREBY ACCEPT THIS PLAT AND THE DEDICATED PUBLIC STREETS, HIGHWAYS AND RIGHTS-OF-WAY AS ARE DEPICTED ON THIS PLAT, IN ACCORDANCE WITH THE PROVISIONS OF IDAHO CODE 50-1312.

[Signature]
CHAIRMAN
DATE 12/23/2020



TRADITION CAPITAL PARTNERS, LLC
MIDDLETON, IDAHO





Proposal:

Audio Visual Solutions

Proposal No. 138792 v.2

3/8/2022

Prepared For

Ryan Field

City of Star

Prepared By

Greg Bridges
Sales Account Manager
gbridges@neurilink.com
Neurilink

Project Overview

SCOPE OF WORK

Council Chambers: Audio Upgrade

Existing wired mics will be removed and replaced with 14 Shure Microflex wireless gooseneck mics (all 12" + one 18" for podium) plus one head worn and one lavalier mic. A new Biamp Tesira Server DSP with up to 48 channels of AVB network audio will be required to replace the existing Tesira forte AVB VT processor. Mics will be integrated into Zoom as well as for in-room voice lift. Existing ceiling speakers will be re-used.

CUSTOMER FURNISHED EQUIPMENT

- All items designated as "OFE" are to be owner furnished equipment.

Price Summary

Council Chambers Audio	
Product	\$ 35,203.59
Miscellaneous Materials	\$ 899.98
Materials Subtotal	\$ 36,103.57
Services Subtotal	\$ 8,756.90
Elite Support – 1yr	\$ 1,960.00
Freight	\$ 500.00
Pretax Total	\$ 47,320.47
Tax	\$ -
Total	\$ 47,320.47

Exclusions

The following work is **not included** in our Scope of Work.

- Any necessary ceiling modifications for the projector and screen including T-Bar refinishing
- Ceiling tile replacement and or repair
- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Pre/Post Tensioned Ceilings/ Floors identification
- All millwork (moldings, trim, cut outs, etc.)
- Furniture modifications (table cuts, credenza cuts, etc.)
- Painting and patching

Client Responsibilities

- **Site Access.** Client to provide all required permits, passes or identification procedures for Neurilink personnel to gain site access.
- **Building Access.** There is ready access to the building / facility and the room(s) for equipment and materials.
- **Network.** All Network configurations including IP addresses, where needed, are to be provided, operational and functional before system commissioning. Neurilink will not be responsible for testing the LAN connections.
- **Secure Storage & Ownership.** Client shall take possession and responsibility of all equipment upon delivery and acceptance. Any loss due to theft or vandalism is the Client's responsibility and shall be replaced at the Client's expense. Neurilink is not liable for storage of the products once they have been delivered to the Client Location.
- **Drop Ship.** Should equipment be sent directly to the customer location the equipment is FOB Destination and Client is responsible for acceptance and storage of all drop shipped equipment.
- **AC Power.** All AC power, including power cabling, equipment, receptacles, floor boxes, risers, conduit between risers, raceways, etc., will be furnished, installed, and made available at the required locations by others. Neurilink does not install any high-voltage wiring and; therefore, cannot install, connect, repair or add electrical outlets.
- **Ceiling Tiles.** Replacement ceiling tiles are the responsibility of the client.
- **Pre/Post-Tensioned Ceilings/Floors.** Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Client is responsible for any required x-rays of areas in which installation shall take place.
- **Floor Penetrations.** Installation of any box, poke-thru, core/wire path, or other devices requiring modification of floor surface that are required for cable path.
- **Finishes.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Client's responsibility.
- **Parking.** Client will provide adequate parking for Company vehicle(s) in a location conducive to access the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, client will validate the parking fees for Company vehicle(s).
- **Training.** Scheduling all necessary employees for system training.

Assumptions

- **Owner-Furnished Equipment (OFE).** Any owner furnished equipment shall be available for testing of system audio/video connections and will integrate with the purchased equipment and system(s). Any owner-furnished equipment shall be in good working order. Cost to repair or replace defective equipment shall be in addition to the proposed cost herein. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.
 - **Consumer Displays.** If consumer grade flat panel displays (TVs) are specified by the end user as part of the integration project and they prove to be defective or incompatible with the proposed system, a change order may be issued to correct the problem. Please note using consumer displays in a commercial environment may void or reduce manufacturer warranties.
- **Staffing.** This proposal is based on a continuous work cycle, with no delays, performed during normal working hours. Monday through Friday, excluding company holidays. Any work performed outside normal business hours may incur additional costs.
- **Firmware.** Manufacturer equipment latest firmware updates will be performed during the course of the installation. No Manufacturer firmware will be incorporated after Substantial Completion (equipment/room available for Client's functional use) has been achieved. Further firmware updates are the Client's responsibility, unless covered under a Service Agreement, or Neurilink can be contracted on a time and materials basis to perform further updates. It should be noted that a firmware update on one piece of equipment may require other items to be updated in order to maintain system integrity and optimum functionality.
- **Documentation & Drawings.** Neurilink will provide a thumb drive with operation manuals, warranty documents, system schematics and wiring diagrams in Adobe Acrobat (PDF) format upon completion of project, when requested by client.

Amendments of Design or Contract

- Any changes made to the Scope will require a Change Order, executed by an authorized signatory of the Client.
- It is understood by the Client that any changes made may affect delivery timetables and work schedules.
- Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Client changes to the design or refused by the Client at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. For the avoidance of doubt, it is understood that some equipment is custom and cannot be returned and Company reserves the right to designate Equipment as non-returnable.

Appendix 1

Council Chambers Audio	
Owner Furnished Equipment: Dias	1.00
Owner Furnished Equipment: Equipment Rack	1.00
Biamp Tesira DSP Server w/ up to 48 Channels of I/O, 1 AVB-1 Network Card	1.00
Biamp Tesira 4 Channel Mic/Line Input Card w/ Acoustic Echo Cancellation	6.00
Biamp Tesira 4 Channel Mic/Line Output Card	3.00
Biamp Tesira 64x64 Dante Module for use in SERVER or SERVER-IO chassis	1.00
Shure 8 Channel Access Point Transceiver	2.00
Shure 8 Channel Networked Charging Station	4.00
Shure Wireless Desktop Base Transmitter	14.00
Shure Microflex 12" Gooseneck Microphone - Supercardioid	13.00
Shure Microflex 18" Gooseneck Microphone - Supercardioid	1.00
Shure Handheld Transmitter w/ SM58 Microphone	1.00
Shure Bodypack Transmitter w/ Integrated Omnidirectional Microphone	1.00
Shure Headworn Condenser Microphone, Hypercardioid, Black, TQG Connector	1.00
Cat 6 Wire, White, Shielded, Plenum, White, 23-4	400.00
Extron Shielded Cat6-RJ45 Plug Extron XTP DTP 24 (10 pk)	1.00
Wirepath Cat6 5ft Ethernet Patch Cable (Black)	4.00

Terms & Conditions

THIS AGREEMENT ("AGREEMENT") CONTAINS THE TERMS THAT ALLOW YOU ("CUSTOMER") TO USE THE SERVICES AND/OR EQUIPMENT TO BE PROVIDED BY NEURILINK, LLC., with principal place of business at 12586 W Bridger Street, Suite 100, Boise, ID ("COMPANY"). Customer agrees that these terms represent, and Customer is entering into a legally binding agreement. Customer represents to Company that it is lawfully able to enter into contracts.

GENERAL TERMS AND CONDITIONS

1. Definitions.

- a. "Customer Locations" mean all Customer locations receiving Equipment or Services under the terms and conditions of this Agreement, including any new Customer Locations that receive Services or Equipment during the Term.
- b. "Documentation" means user guides, plans, manuals, or any other materials prepared by Company, whether in printed or electronic format, which instruct or otherwise support Customer on the use of the Equipment or Services.
- c. "Equipment" means any physical asset or piece of hardware that has material existence, provided by the Company to Customer for use in Customer Locations.
- d. "Services" mean all subscriptions, software, labor, applications, information, and processes.
- e. "Authorized Signatory" means an employee of the Customer that has the authority to approve and execute Agreements on behalf of the Customer's legal business entity.
- f. "Scope" means the documentation, set forth in the Proposal that itemizes specific project(s) goals that includes at a minimum the Equipment and/or Services to be provided, the fees associated with completion of said project(s), the timeline to complete said project(s), and the features and functionality of the Equipment and Services.
- g. "Proposal" is a document that defines a project(s) with Scope, Equipment and Services to be provided to Customer and establishes the fees associated with completion of said project(s).
- h. "After Hours" are defined as Saturday and Sunday, and those hours before 8:00 am and after 5:00 pm Monday through Friday, including Federally recognized holidays.
- i. "Change Order" is defined as a revision(s) to an existing Scope. Change Orders will include, at a minimum, a description of the change, a fee or fee structure for the change, any schedule adjustments, a signature block to be completed by an Authorized Signatory and a date of the execution of the Change Order. Change Orders may or may not change the total project fees.
- j. "Warranty Period" is the period of time that warrant no-charge return visits, service calls, repair, replacement or substitution of Services or Equipment.
- k. "Substantial Completion Form" is a form requiring execution from an Authorized Signatory of the Customer, that affirms completion of the Scope to a degree that allows for use of a substantial portion of Equipment or Services.
- l. "Effective Date" is the last date of execution by either a Customer Authorized Signatory or Company Authorized Signatory.
- m. "Service Ticket" means a documented service request marked with a time stamp that requests Company assistance and provides affirmation of issue resolution.

2. **Workmanship.** All work performed by Company shall be in accordance with best practices. Company shall take all necessary precautions to ensure the safety, security, integrity, and quality of all work performed, including but not limited to engineering, design, and project management.

3. **Term.** This Agreement shall commence on the Effective Date of the Proposal(s) as executed by an Authorized Signatory and shall terminate upon the date that all obligations of the parties have been satisfied, up to and including, full payment for Services and Equipment as described in the Scope, and Change Orders, if applicable. Final acceptance of Scope completion will be executed via the Substantial Completion Form.

4. **Termination.** This Agreement may be terminated upon 30-day written notice with the mutual written consent of both parties, which shall not be unreasonably withheld, or if there has been a material breach of the terms of this Agreement. If a breach occurs then the breaching party will comply with the terms provided in Section 21, Default; Remedy.

5. **Effect of Termination.** In the event of a termination of the Agreement both parties agree that there will be no further force or effect, however, any termination regardless of timing, will not

relieve the Customer for any fees for Equipment or Services already provided, any past due invoices, or other agreed upon fees.

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. For avoidance of doubt, the Warranty Period and Equipment Warranty will survive the termination of this agreement in accordance with Section 7 and 8.

6. **Delays.** Company will use reasonable efforts to deliver all Services and Equipment as defined by the Scope to Customer. In the event of a delay, Company will advise Customer as soon as possible of a new date for performance or installation. If the timetable for installation or performance of any Services or Equipment is delayed as a result of any of the following events, then the timetable for installation or performance of the Services or Equipment will be extended for the period of time that the Services, Equipment or installation of Services or Equipment has been delayed as a result of such events: delay by Customer in the performance of Customer's responsibilities; an event of Force Majeure as described in Section 23; or in cases of a Change Order.

7. **Workmanship Warranty.** For the ninety (90) day period following the date Customer has executed, the Substantial Completion Form, hereunder (the "Warranty Period"), Company warrants to Customer that the Equipment and Services located at such Customer Location will be free from material defects in materials and/or workmanship. During the Warranty Period, Company shall maintain and service all Equipment hereunder at no additional charge to Customer (including any shipping charges related thereto), provided that such maintenance and service shall not include labor and component repairs required as a direct or indirect result of the improper or out of the ordinary use of the Equipment. During the Warranty Period, defective Equipment will be either repaired or replaced at Company's sole discretion. Any replacement Equipment, parts or products are warranted for the remainder of the original Warranty Period associated with the replaced or repaired Equipment. Customer must promptly notify Company if there is a defect in material or workmanship. Company must receive notice of all defects before expiration of the Warranty Period. After the Warranty Period for each piece of Equipment sold hereunder, Customer shall be responsible for any costs associated with repair (including any component replacement and shipping charges).

8. **Equipment Warranty.** All manufacturers' warranties are subject to their respective terms and conditions.

9. **Acceptance.** Customer acknowledges and agrees that Customer is responsible for ensuring that all Equipment and Services performed or received are accurate and meet Customer's requirements and Scope. Unless the parties agree to alternative acceptance criteria in writing, Customer will be deemed to have fully accepted all Services upon completion of the Scope and execution by an Authorized Signatory via a Substantial Completion Form.

10. **Payment Terms.** For all Services and Equipment provided hereunder, Customer shall pay Company as set forth in Proposal(s), defined by the Scope, and delivered to Customer and executed by an Authorized Signatory. Customer shall pay for expenses related to shipping, Services, and Equipment to the Customer Locations. All invoices will be due net 30 unless otherwise noted.

a. Prior to the date that Customer first receives Services or Equipment, Customer shall pay to Company a deposit equal to the fifty percent (50%) of the agreed upon project Scope set forth in Proposal(s) that is executed by an Authorized Signatory, prior to the start of any project, if the Scope is in excess of \$9,999. Following the completion and in-writing sign off by the Customer via the Substantial Completion Form, Customer shall be invoiced for the remaining balance which may

incorporate Change Orders, cost overruns or related expenses. Shipping and freight fees will be calculated and invoiced following the completion of the project Scope.

b. If any bank or other financial institution refuses to honor any payment of Customer, Company may charge a collection fee that is the lesser of (i) \$20.00 (Twenty U.S. dollars) or (ii) the maximum amount permitted under applicable law. Customer acknowledges that this collection fee is not an interest charge, finance charge, or other such charge or payment of a similar nature and it is reasonably related to the actual expense that Company incurs due to unsatisfied payment. Customer shall pay all costs of collection, before and after judgment, including, but not limited to, court costs, and reasonable attorney fees (including those incurred in defense of any claim brought by Customer or incident to settlement or any action or proceeding involving Customer brought pursuant to the United States Bankruptcy Code).

c. In order to establish an account with Company, Customer authorizes Company to inquire into Customer's creditworthiness by checking with credit reporting agencies. If Customer is delinquent in any payment to Company, Customer also authorizes Company to report any late payment or nonpayment to credit reporting agencies. Customer must notify Company immediately of any change in Customer's name, billing or business address, e-mail address, telephone number or credit card information.

11. **Taxes.** Customer is solely responsible for payment of any taxes (including sales, use, and property taxes) resulting from the provision of the Services or Equipment, other than taxes based on the gross or net income of Company. Customer shall indemnify, defend, and hold Company, its officers, directors, and employees harmless from and against any and all claims and liabilities arising from or related to Customer's failure to report or pay such taxes.

12. **Service Visits.** If Customer requests a service visit or an on-site service unrelated to the current, existing, or unfinished Proposal, Scope or Service Ticket (either prior, during or subsequently) at a Customer Location, Customer agrees to pay the costs (including then-current labor rates) of any such visit, even if such a visit is merely diagnostic in nature.

13. **Confidentiality.** The Company and Customer acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information and without obtaining the written consent of the other party shall not disclose any relevant confidential information to any third parties except for information that (a) is in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable law(s) or regulations or orders of the court or other government authorities. Upon termination of this Agreement all confidential material will be either destroyed or returned to the disclosing party unless said material is required and/or necessary for proper operations of the Services or Equipment.

All obligations related to this section shall survive the termination of this Agreement for a period of five (5) years.

14. **Assignment.** Either party may assign either this Agreement or any of its rights, interest, or obligations hereunder without the prior written permission of the other parties. Written notice of such assignment will be in writing and delivered no later than thirty (30) days prior to effective date of such assignment.

15. **Indemnification by Company.** Company shall indemnify, defend, and hold Customer and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Customer and arising out of or relating to (i) any material breach by Company

of Company's representations and warranties, agreements and covenants contained in this Agreement solely as they relate to Company provided Services or Equipment or (ii) infringement of any United States issued patent, registered copyright, or registered trademark. Notwithstanding the foregoing, Company shall have no obligation to indemnify Customer with respect to any claims or damages arising out of or resulting from (i) any use of the Services or Equipment by Customer or any third party in violation of the terms of this Agreement; (ii) Customer's gross negligence or willful misconduct; (iii) any modifications to the Equipment by any person or entity other than Company or Company's authorized representative; (iv) any unauthorized use by Customer or any third party; (v) any use in combination with other hardware, to the extent any alleged infringement is caused by such combination.

16. Indemnification by Customer. Customer shall indemnify, defend, and hold Company and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Company and arising out of or relating to any breach or violation by Customer of Customer's representations, warranties, agreements or covenants contained herein.

17. Indemnification Procedures. The party claiming indemnification pursuant to this section (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim, (ii) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim, and (iii) not settle or compromise any claim, action or allegation without the prior written consent of the Indemnifying Party. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that admits liability on the part of the Indemnified Party without the prior written consent of the Indemnified Party.

18. Waiver; Severability. The failure of either party to enforce any provision of this Agreement or to exercise any right or remedy hereunder shall not be considered to be a waiver of any such right or remedy or of any subsequent breach of this Agreement. No provision of this Agreement may be waived except by written agreement of each party. If any provision of this Agreement violates any law or becomes unenforceable, then such provision shall be deemed modified or excluded to the extent necessary so that it is no longer in violation of law or unenforceable. The remaining provisions of this Agreement shall remain binding on the parties.

19. Disclaimer of Warranties. THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 & 8 ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT COMPANY HAS NOT MADE, AND CUSTOMER IS NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER REGARDING THE VALUE OF THIS AGREEMENT OR THE SERVICES AND PRODUCTS TO CUSTOMER OR CUSTOMER'S ABILITY TO USE SUCH SERVICES OR PRODUCTS PROVIDED HEREUNDER TO ITS ADVANTAGE, PROFITABILITY OR BENEFIT. DUE TO THE COMPLEX NATURE OF HARDWARE AND SOFTWARE IN GENERAL, COMPANY DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR THE DOCUMENTATION ARE COMPLETELY ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, OR WILL OTHERWISE MEET CUSTOMER'S NEEDS.

20. Limitation of Liability. IN NO EVENT SHALL COMPANY (OR COMPANY'S SUPPLIERS OR LICENSORS) BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT,

BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS AND WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING THE PROVISION, USE OR INABILITY TO USE THE EQUIPMENT, SERVICES, OR SOFTWARE EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

21. **Default; Remedy.** If either party materially breaches this Agreement for any reason, then the non-breaching party shall notify the breaching party of such breach in writing. The breaching party will have thirty (30) days from receipt of such notice to remedy the breach. If, after the thirty (30) day remedy period, the breach has not been cured, the non-breaching party, in its sole discretion and in addition to its other remedies, may terminate this Agreement. If Customer is the breaching party, Company may withhold Services or Equipment in whole or in part upon the occurrence of the breach. The breaching party shall reimburse the non-breaching party for all out-of-pocket costs and expenses incurred in connection with non-breaching party's exercise of its rights under this Agreement, including without limitation, its costs of collection and reasonable attorneys' fees and costs. Customer acknowledges and agrees that if at any time Customer is late in the payment of any amount due to Company, (a) Company may withhold Services or Equipment to the Customer until such time as Customer pays all amounts due and owing to Company, (b) the full and regular fees associated with the Services or Equipment shall continue to accrue notwithstanding the fact that the Services and Equipment are being withheld, and (c) Company will not be obligated to provide retroactive Services once Customer pays the balance of payments due and owing to Company.

22. **Notice.** Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent via recognized postal service or digital delivery system such as email, to the Customer's Authorized Signatory and to the Company at the following address:

- a. Neurilink, LLC
Attn: Bill Smith
12586 W. Bridger Street
Suite 100
Boise, ID 83713

23. **Force Majeure.** Except for payments due from Customer to Company hereunder, neither party shall be liable for delays in performance due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes, or other casualties, strikes or other labor troubles. A party so delayed shall promptly inform the other party in writing of such event and of the date by which its performance may reasonably be expected to resume.

24. **Survival.** All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

25. **Hours.** All Service pricing is based on installation during the normal business hours of 8:00 am to 5:00 pm, Monday through Friday unless otherwise noted. Any work required outside these normal business hours may constitute as After Hours work or Change Order and may increase the fees of the project. It is assumed that the Customer Location(s) for which this is proposed will be available for Company's use during these hours.

26. **Revisions.** Revisions or modifications to the Scope of work defined in the Proposal(s) are subject to mutually accepted and executed Change Orders. Work related to Change Order requests will

proceed following receipt of a signed authorization from the Customer to perform such work. Revisions may affect the fees charged to the Customer and/or schedule.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to the conflict of laws principles thereof.

28. Site Conditions

- a. **Secure Storage & Ownership.** All Equipment is shipped FOB destination. Equipment delivered to the site is to be received and signed for by an authorized representative of the Customer and becomes the Customer's property. Customer will assume responsibility for the secure storage of all Equipment delivered to the job site.
- b. **Owner-Furnished Equipment (OFE).** It is assumed that all owner-furnished equipment and/or existing wiring is in good working order. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.
- c. **AC Power.** AC power is the responsibility of the Customer. Customer will provide all necessary power outlets, junction boxes, conduit, etc. as required for the design. All power should be properly grounded.
- d. **Ceiling Tiles.** Replacement ceiling tiles are the responsibility of the Customer.
- e. **Pre/Post-Tensioned Ceilings/Floors.** Customer shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Customer is responsible for any required x-rays of areas in which installation shall take place.
- f. **Finishes.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Customer's responsibility.
- g. **Parking.** Customer will provide adequate parking for Company vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Customer will validate the parking fees for Company vehicle(s).

29. **Restocking Fees.** Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Customer changes to the design or refused by the Customer at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. Company reserves the right to designate Equipment as non-returnable.

30. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment or modification of this agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the

same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, DocuSign, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Project Budget	\$ 47,320.47
Date Issued	3/8/2022 This proposal expires 30 days after the date issued.
Project Commencement	50% deposit is required to begin your project. Deposits may be paid by check or ACH.
Project Location	Star City Hall 10769 W. State St. Star, ID 83669

Client:
City of Star
10769 W. State St.
Star, ID 83669

Company:
Neurilink, LLC
12586 W. Bridger St.
Ste 100
Boise, Idaho 83713

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Proposal:

Audio Visual Solutions

Proposal No. 138792 v.2

3/8/2022

Prepared For

Ryan Field

City of Star

Prepared By

Greg Bridges
Sales Account Manager
gbridges@neurilink.com
Neurilink

Project Overview

SCOPE OF WORK

Council Chambers Video Upgrade:

The projector will be taken down and replaced with a ceiling mounted Newline 98" display. The Smartboard on the east wall will be taken down and replaced with a Newline 85" display. Current connections will be maintained except for a new control line that will need to be run to the 85" from the rack. The current DMPS3-150 will be replaced with a DMPS3-4k-350. This will allow for more available outputs to properly connect to displays. A new Aver TR-331 auto tracking camera will be ceiling mounted in the chambers. USB will be run back to the zoom PC with an Icron Raven extender. Existing camera will be relocated to the front wall of the room for providing an audience facing view.

Addition of a new Blackmagic video production switcher will allow both cameras to be used simultaneously, via DVE picture-in-picture processing, during Zoom meetings. Additional Blackmagic production software is included and will be required to set up and manage the production switcher. Video switcher will need an owner furnished monitor and desk workstation with Power and Data.

Existing smaller monitor will be removed and new 65" display will be installed near the back of the room on the left side.

Lobby:

A Newline 85" display will be wall mounted in the lobby with a Crestron soundbar mounted below. The display will be turned on or off from the existing touch panel.

CUSTOMER FURNISHED EQUIPMENT

- All items designated as "OFE" are to be owner furnished equipment.

Price Summary

Council Chambers Video	
Product	\$ 36,561.24
Miscellaneous Materials	\$ 1,601.29
Materials Subtotal	\$ 38,162.53
Services Subtotal	\$ 10,881.40
Elite Support 1-yr	\$ 1,960.00
Freight	\$ 1,125.00
Pretax Total	\$ 52,128.93
Tax	\$ -
Total	\$ 52,128.93

Exclusions

The following work is **not included** in our Scope of Work.

- Any necessary ceiling modifications for the projector and screen including T-Bar refinishing
- Ceiling tile replacement and or repair
- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Pre/Post Tensioned Ceilings/ Floors identification
- All millwork (moldings, trim, cut outs, etc.)
- Furniture modifications (table cuts, credenza cuts, etc.)
- Painting and patching

Client Responsibilities

- **Site Access.** Client to provide all required permits, passes or identification procedures for Neurilink personnel to gain site access.
- **Building Access.** There is ready access to the building / facility and the room(s) for equipment and materials.
- **Network.** All Network configurations including IP addresses, where needed, are to be provided, operational and functional before system commissioning. Neurilink will not be responsible for testing the LAN connections.
- **Secure Storage & Ownership.** Client shall take possession and responsibility of all equipment upon delivery and acceptance. Any loss due to theft or vandalism is the Client's responsibility and shall be replaced at the Client's expense. Neurilink is not liable for storage of the products once they have been delivered to the Client Location.
- **Drop Ship.** Should equipment be sent directly to the customer location the equipment is FOB Destination and Client is responsible for acceptance and storage of all drop shipped equipment.
- **AC Power.** All AC power, including power cabling, equipment, receptacles, floor boxes, risers, conduit between risers, raceways, etc., will be furnished, installed, and made available at the required locations by others. Neurilink does not install any high-voltage wiring and; therefore, cannot install, connect, repair or add electrical outlets.
- **Ceiling Tiles.** Replacement ceiling tiles are the responsibility of the client.
- **Pre/Post-Tensioned Ceilings/Floors.** Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Client is responsible for any required x-rays of areas in which installation shall take place.
- **Floor Penetrations.** Installation of any box, poke-thru, core/wire path, or other devices requiring modification of floor surface that are required for cable path.
- **Finishes.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Client's responsibility.
- **Parking.** Client will provide adequate parking for Company vehicle(s) in a location conducive to access the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, client will validate the parking fees for Company vehicle(s).
- **Training.** Scheduling all necessary employees for system training.

Assumptions

- **Owner-Furnished Equipment (OFE).** Any owner furnished equipment shall be available for testing of system audio/video connections and will integrate with the purchased equipment and system(s). Any owner-furnished equipment shall be in good working order. Cost to repair or replace defective equipment shall be in addition to the proposed cost herein. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.
 - **Consumer Displays.** If consumer grade flat panel displays (TVs) are specified by the end user as part of the integration project and they prove to be defective or incompatible with the proposed system, a change order may be issued to correct the problem. Please note using consumer displays in a commercial environment may void or reduce manufacturer warranties.
- **Staffing.** This proposal is based on a continuous work cycle, with no delays, performed during normal working hours. Monday through Friday, excluding company holidays. Any work performed outside normal business hours may incur additional costs.
- **Firmware.** Manufacturer equipment latest firmware updates will be performed during the course of the installation. No Manufacturer firmware will be incorporated after Substantial Completion (equipment/room available for Client's functional use) has been achieved. Further firmware updates are the Client's responsibility, unless covered under a Service Agreement, or Neurilink can be contracted on a time and materials basis to perform further updates. It should be noted that a firmware update on one piece of equipment may require other items to be updated in order to maintain system integrity and optimum functionality.
- **Documentation & Drawings.** Neurilink will provide a thumb drive with operation manuals, warranty documents, system schematics and wiring diagrams in Adobe Acrobat (PDF) format upon completion of project, when requested by client.

Amendments of Design or Contract

- Any changes made to the Scope will require a Change Order, executed by an authorized signatory of the Client.
- It is understood by the Client that any changes made may affect delivery timetables and work schedules.
- Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Client changes to the design or refused by the Client at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. For the avoidance of doubt, it is understood that some equipment is custom and cannot be returned and Company reserves the right to designate Equipment as non-returnable.

Appendix 1

Council Chambers Video	
Owner Furnished Equipment: PoE Capable LAN @ Rack Location	1.00
Owner Furnished Equipment: VoIP Drop @ Rack Location	1.00
Owner Furnished Equipment: 15A 120VAC duplex @ Rack Location	1.00
Owner Furnished Equipment: Dias	1.00
Owner Furnished Equipment: Display - Need Manufacturer	1.00
Owner Furnished Equipment: PTZ Camera	1.00
Owner Furnished Equipment: Equipment Rack	1.00
Newline 98" Non-Touch LED Display, 4K, OPS Capable	1.00
Chief FUSION™ X-Large Single Pole Flat Panel Ceiling Mounts	1.00
Chief 5-7' Adjustable Extension Column	1.00
Chief 8" (203 mm) Ceiling Plate	1.00
Newline 85" Non-Touch LED Display, 4K, OPS Capable	2.00
Chief X-Large FUSION Micro-Adjustable Tilt Wall Mount	2.00
Newline 65" Non-Touch LED Display, 4K, OPS Capable	1.00
Chief Medium THINSTALL Dual Swing Arm Wall Display Mount - 25" Extension	1.00
WattBox™ Mounted Power Cond, 4 Outlet	4.00
Saros Sound Bar 200, Powered, Black	1.00
Chief Universal Soundbar Mount	1.00
AVer TR331 30x Auto Tracking PTZ Camera 1080P 30fps SDI HDMI USB Streaming	1.00
AVer Camera Ceiling Mount for PTZ Series, TR311HN/TR311/TR313/313V2/TR33	1.00
Icron USB Raven 3104	1.00
Blackmagic ATEM Mini Pro HDMI Video Production Switcher Live Streaming	1.00
Crestron 3-Series® 4K DigitalMedia™ Presentation System 350	1.00
Crestron High-Efficiency Power Pack	1.00
Crestron 4K DigitalMedia Receiver & Room Controller w/Scaler	1.00
Control Port Expansion Module	1.00
Middle Atlantic 9 Outlet, 15A, Rackmount Powercenter	1.00
Cat 6 Wire, White, Shielded, Plenum, White, 23-4	800.00

Extron Shielded Cat6-RJ45 Plug Extron XTP DTP 24 (10 pk)	2.00
16/2 Wire, White, Plenum, Unshielded	100.00
Composite 22 AWG 1 pr shield & 18 AWG 2 cond- Plenum	40.00
Windy City Wire 22/2 Control Wire- White	300.00
Wirepath Cat6 5ft Ethernet Patch Cable (Black)	4.00
DB9-M to DB9-F, 6ft	4.00
Arlington™ Single Gang Low Voltage Retrofit Mounting Bracket (10/Box)	1.00
Wirepath Decorative Single Gang Wall Plate (White)	4.00
Brush Plate, 1-gang, White	4.00

Terms & Conditions

THIS AGREEMENT (“AGREEMENT”) CONTAINS THE TERMS THAT ALLOW YOU (“CUSTOMER”) TO USE THE SERVICES AND/OR EQUIPMENT TO BE PROVIDED BY NEURILINK, LLC., with principal place of business at 12586 W Bridger Street, Suite 100, Boise, ID (“COMPANY”). Customer agrees that these terms represent, and Customer is entering into a legally binding agreement. Customer represents to Company that it is lawfully able to enter into contracts.

GENERAL TERMS AND CONDITIONS

1. Definitions.

- a. “Customer Locations” mean all Customer locations receiving Equipment or Services under the terms and conditions of this Agreement, including any new Customer Locations that receive Services or Equipment during the Term.
- b. “Documentation” means user guides, plans, manuals, or any other materials prepared by Company, whether in printed or electronic format, which instruct or otherwise support Customer on the use of the Equipment or Services.
- c. “Equipment” means any physical asset or piece of hardware that has material existence, provided by the Company to Customer for use in Customer Locations.
- d. “Services” mean all subscriptions, software, labor, applications, information, and processes.
- e. “Authorized Signatory” means an employee of the Customer that has the authority to approve and execute Agreements on behalf of the Customer’s legal business entity.
- f. “Scope” means the documentation, set forth in the Proposal that itemizes specific project(s) goals that includes at a minimum the Equipment and/or Services to be provided, the fees associated with completion of said project(s), the timeline to complete said project(s), and the features and functionality of the Equipment and Services.

- g. "Proposal" is a document that defines a project(s) with Scope, Equipment and Services to be provided to Customer and establishes the fees associated with completion of said project(s).
- h. "After Hours" are defined as Saturday and Sunday, and those hours before 8:00 am and after 5:00 pm Monday through Friday, including Federally recognized holidays.
- i. "Change Order" is defined as a revision(s) to an existing Scope. Change Orders will include, at a minimum, a description of the change, a fee or fee structure for the change, any schedule adjustments, a signature block to be completed by an Authorized Signatory and a date of the execution of the Change Order. Change Orders may or may not change the total project fees.
- j. "Warranty Period" is the period of time that warrant no-charge return visits, service calls, repair, replacement or substitution of Services or Equipment.
- k. "Substantial Completion Form" is a form requiring execution from an Authorized Signatory of the Customer, that affirms completion of the Scope to a degree that allows for use of a substantial portion of Equipment or Services.
- l. "Effective Date" is the last date of execution by either a Customer Authorized Signatory or Company Authorized Signatory.
- m. "Service Ticket" means a documented service request marked with a time stamp that requests Company assistance and provides affirmation of issue resolution.

2. **Workmanship.** All work performed by Company shall be in accordance with best practices. Company shall take all necessary precautions to ensure the safety, security, integrity, and quality of all work performed, including but not limited to engineering, design, and project management.

3. **Term.** This Agreement shall commence on the Effective Date of the Proposal(s) as executed by an Authorized Signatory and shall terminate upon the date that all obligations of the parties have been satisfied, up to and including, full payment for Services and Equipment as described in the Scope, and Change Orders, if applicable. Final acceptance of Scope completion will be executed via the Substantial Completion Form.

4. **Termination.** This Agreement may be terminated upon 30-day written notice with the mutual written consent of both parties, which shall not be unreasonably withheld, or if there has been a material breach of the terms of this Agreement. If a breach occurs then the breaching party will comply with the terms provided in Section 21, Default; Remedy.

5. **Effect of Termination.** In the event of a termination of the Agreement both parties agree that there will be no further force or effect, however, any termination regardless of timing, will not relieve the Customer for any fees for Equipment or Services already provided, any past due invoices, or other agreed upon fees.

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. For avoidance of doubt, the Warranty Period and Equipment Warranty will survive the termination of this agreement in accordance with Section 7 and 8.

6. **Delays.** Company will use reasonable efforts to deliver all Services and Equipment as defined by the Scope to Customer. In the event of a delay, Company will advise Customer as soon as possible of a new date for performance or installation. If the timetable for installation or performance of any Services or Equipment is delayed as a result of any of the following events, then the timetable for installation or performance of the Services or Equipment will be extended for the period of time that the Services, Equipment or installation of Services or Equipment has been delayed as a result of such events: delay by Customer in the performance of Customer's responsibilities; an event of Force Majeure as described in Section 23; or in cases of a Change Order.

7. **Workmanship Warranty.** For the ninety (90) day period following the date Customer has executed, the Substantial Completion Form, hereunder (the "Warranty Period"), Company warrants to Customer that the Equipment and Services located at such Customer Location will be free from material defects in materials and/or workmanship. During the Warranty Period, Company shall maintain and service all Equipment hereunder at no additional charge to Customer (including any shipping charges related thereto), provided that such maintenance and service shall not include labor and component repairs required as a direct or indirect result of the improper or out of the ordinary use of the Equipment. During the Warranty Period, defective Equipment will be either repaired or replaced at Company's sole discretion. Any replacement Equipment, parts or products are warranted for the remainder of the original Warranty Period associated with the replaced or repaired Equipment. Customer must promptly notify Company if there is a defect in material or workmanship. Company must receive notice of all defects before expiration of the Warranty Period. After the Warranty Period for each piece of Equipment sold hereunder, Customer shall be responsible for any costs associated with repair (including any component replacement and shipping charges).

8. **Equipment Warranty.** All manufacturers' warranties are subject to their respective terms and conditions.

9. **Acceptance.** Customer acknowledges and agrees that Customer is responsible for ensuring that all Equipment and Services performed or received are accurate and meet Customer's requirements and Scope. Unless the parties agree to alternative acceptance criteria in writing, Customer will be deemed to have fully accepted all Services upon completion of the Scope and execution by an Authorized Signatory via a Substantial Completion Form.

10. **Payment Terms.** For all Services and Equipment provided hereunder, Customer shall pay Company as set forth in Proposal(s), defined by the Scope, and delivered to Customer and executed by an Authorized Signatory. Customer shall pay for expenses related to shipping, Services, and Equipment to the Customer Locations. All invoices will be due net 30 unless otherwise noted.

a. Prior to the date that Customer first receives Services or Equipment, Customer shall pay to Company a deposit equal to the fifty percent (50%) of the agreed upon project Scope set forth in Proposal(s) that is executed by an Authorized Signatory, prior to the start of any project, if the Scope is in excess of \$9,999. Following the completion and in-writing sign off by the Customer via the Substantial Completion Form, Customer shall be invoiced for the remaining balance which may incorporate Change Orders, cost overruns or related expenses. Shipping and freight fees will be calculated and invoiced following the completion of the project Scope.

b. If any bank or other financial institution refuses to honor any payment of Customer, Company may charge a collection fee that is the lesser of (i) \$20.00 (Twenty U.S. dollars) or (ii) the maximum amount permitted under applicable law. Customer acknowledges that this collection fee is not an interest charge, finance charge, or other such charge or payment of a similar nature and it is reasonably related to the actual expense that Company incurs due to unsatisfied payment. Customer shall pay all costs of collection, before and after judgment, including, but not limited to, court costs, and reasonable attorney fees (including those incurred in defense of any claim brought by Customer or incident to settlement or any action or proceeding involving Customer brought pursuant to the United States Bankruptcy Code).

c. In order to establish an account with Company, Customer authorizes Company to inquire into Customer's creditworthiness by checking with credit reporting agencies. If Customer is delinquent in any payment to Company, Customer also authorizes Company to report any late payment or nonpayment to credit reporting agencies. Customer must notify Company immediately of any change in Customer's name, billing or business address, e-mail address, telephone number or credit card information.

11. **Taxes.** Customer is solely responsible for payment of any taxes (including sales, use, and property taxes) resulting from the provision of the Services or Equipment, other than taxes based on the gross or net income of Company. Customer shall indemnify, defend, and hold Company, its officers, directors, and employees harmless from and against any and all claims and liabilities arising from or related to Customer's failure to report or pay such taxes.

12. **Service Visits.** If Customer requests a service visit or an on-site service unrelated to the current, existing, or unfinished Proposal, Scope or Service Ticket (either prior, during or subsequently) at a Customer Location, Customer agrees to pay the costs (including then-current labor rates) of any such visit, even if such a visit is merely diagnostic in nature.

13. **Confidentiality.** The Company and Customer acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information and without obtaining the written consent of the other party shall not disclose any relevant confidential information to any third parties except for information that (a) is in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable law(s) or regulations or orders of the court or other government authorities. Upon termination of this Agreement all confidential material will be either destroyed or returned to the disclosing party unless said material is required and/or necessary for proper operations of the Services or Equipment.

All obligations related to this section shall survive the termination of this Agreement for a period of five (5) years.

14. **Assignment.** Either party may assign either this Agreement or any of its rights, interest, or obligations hereunder without the prior written permission of the other parties. Written notice of such assignment will be in writing and delivered no later than thirty (30) days prior to effective date of such assignment.

15. **Indemnification by Company.** Company shall indemnify, defend, and hold Customer and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Customer and arising out of or relating to (i) any material breach by Company of Company's representations and warranties, agreements and covenants contained in this Agreement solely as they relate to Company provided Services or Equipment or (ii) infringement of any United States issued patent, registered copyright, or registered trademark. Notwithstanding the foregoing, Company shall have no obligation to indemnify Customer with respect to any claims or damages arising out of or resulting from (i) any use of the Services or Equipment by Customer or any third party in violation of the terms of this Agreement; (ii) Customer's gross negligence or willful misconduct; (iii) any modifications to the Equipment by any person or entity other than Company or Company's authorized representative; (iv) any unauthorized use by Customer or any third party; (v) any use in combination with other hardware, to the extent any alleged infringement is caused by such combination.

16. **Indemnification by Customer.** Customer shall indemnify, defend, and hold Company and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Company and arising out of or relating to any breach or violation by Customer of Customer's representations, warranties, agreements or covenants contained herein.

17. **Indemnification Procedures.** The party claiming indemnification pursuant to this section (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim, (ii) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim, and (iii) not settle or compromise any claim, action or allegation without the prior written consent of the Indemnifying Party. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that admits liability on the part of the Indemnified Party without the prior written consent of the Indemnified Party.

18. **Waiver; Severability.** The failure of either party to enforce any provision of this Agreement or to exercise any right or remedy hereunder shall not be considered to be a waiver of any such right or remedy or of any subsequent breach of this Agreement. No provision of this Agreement may be waived except by written agreement of each party. If any provision of this Agreement violates any law or becomes unenforceable, then such provision shall be deemed modified or excluded to the extent necessary so that it is no longer in violation of law or unenforceable. The remaining provisions of this Agreement shall remain binding on the parties.

19. **Disclaimer of Warranties.** THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 & 8 ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT COMPANY HAS NOT MADE, AND CUSTOMER IS NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER REGARDING THE VALUE OF THIS AGREEMENT OR THE SERVICES AND PRODUCTS TO CUSTOMER OR CUSTOMER'S ABILITY TO USE SUCH SERVICES OR PRODUCTS PROVIDED HEREUNDER TO ITS ADVANTAGE, PROFITABILITY OR BENEFIT. DUE TO THE COMPLEX NATURE OF HARDWARE AND SOFTWARE IN GENERAL, COMPANY DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR THE DOCUMENTATION ARE COMPLETELY ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, OR WILL OTHERWISE MEET CUSTOMER'S NEEDS.

20. **Limitation of Liability.** IN NO EVENT SHALL COMPANY (OR COMPANY'S SUPPLIERS OR LICENSORS) BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS AND WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING THE PROVISION, USE OR INABILITY TO USE THE EQUIPMENT, SERVICES, OR SOFTWARE EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

21. **Default; Remedy.** If either party materially breaches this Agreement for any reason, then the non-breaching party shall notify the breaching party of such breach in writing. The breaching party will have thirty (30) days from receipt of such notice to remedy the breach. If, after the thirty (30) day remedy period, the breach has not been cured, the non-breaching party, in its sole discretion and in addition to its other remedies, may terminate this Agreement. If Customer is the breaching party, Company may withhold Services or Equipment in whole or in part upon the occurrence of the breach. The breaching party shall reimburse the non-breaching party for all out-of-pocket costs and expenses incurred in connection with non-breaching party's exercise of its rights under this Agreement, including without limitation, its costs of collection and reasonable attorneys' fees and costs. Customer

acknowledges and agrees that if at any time Customer is late in the payment of any amount due to Company, (a) Company may withhold Services or Equipment to the Customer until such time as Customer pays all amounts due and owing to Company, (b) the full and regular fees associated with the Services or Equipment shall continue to accrue notwithstanding the fact that the Services and Equipment are being withheld, and (c) Company will not be obligated to provide retroactive Services once Customer pays the balance of payments due and owing to Company.

22. **Notice.** Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent via recognized postal service or digital delivery system such as email, to the Customer's Authorized Signatory and to the Company at the following address:

- a. Neurilink, LLC
Attn: Bill Smith
12586 W. Bridger Street
Suite 100
Boise, ID 83713

23. **Force Majeure.** Except for payments due from Customer to Company hereunder, neither party shall be liable for delays in performance due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes, or other casualties, strikes or other labor troubles. A party so delayed shall promptly inform the other party in writing of such event and of the date by which its performance may reasonably be expected to resume.

24. **Survival.** All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

25. **Hours.** All Service pricing is based on installation during the normal business hours of 8:00 am to 5:00 pm, Monday through Friday unless otherwise noted. Any work required outside these normal business hours may constitute as After Hours work or Change Order and may increase the fees of the project. It is assumed that the Customer Location(s) for which this is proposed will be available for Company's use during these hours.

26. **Revisions.** Revisions or modifications to the Scope of work defined in the Proposal(s) are subject to mutually accepted and executed Change Orders. Work related to Change Order requests will proceed following receipt of a signed authorization from the Customer to perform such work. Revisions may affect the fees charged to the Customer and/or schedule.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to the conflict of laws principles thereof.

28. Site Conditions

a. **Secure Storage & Ownership.** All Equipment is shipped FOB destination. Equipment delivered to the site is to be received and signed for by an authorized representative of the Customer and becomes the Customer's property. Customer will assume responsibility for the secure storage of all Equipment delivered to the job site.

b. **Owner-Furnished Equipment (OFE).** It is assumed that all owner-furnished equipment and/or existing wiring is in good working order. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.

c. **AC Power.** AC power is the responsibility of the Customer. Customer will provide all necessary power outlets, junction boxes, conduit, etc. as required for the design. All power should be properly grounded.

d. **Ceiling Tiles.** Replacement ceiling tiles are the responsibility of the Customer.

e. **Pre/Post-Tensioned Ceilings/Floors.** Customer shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Customer is responsible for any required x-rays of areas in which installation shall take place.

f. **Finishes.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Customer's responsibility.

g. **Parking.** Customer will provide adequate parking for Company vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Customer will validate the parking fees for Company vehicle(s).

29. **Restocking Fees.** Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Customer changes to the design or refused by the Customer at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. Company reserves the right to designate Equipment as non-returnable.

30. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment or modification of this agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, DocuSign, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Project Budget	\$ 52,128.93
Date Issued	3/8/2022 This proposal expires 30 days after the date issued.
Project Commencement	50% deposit is required to begin your project. Deposits may be paid by check or ACH.
Project Location	Star City Hall 10769 W. State St. Star, ID 83669

Client:
City of Star
10769 W. State St.
Star, ID 83669

Company:
Neurilink, LLC
12586 W. Bridger St.
Ste 100
Boise, Idaho 83713

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

ORDINANCE NO. 347-2021
(EAST STAR RIVER RANCH COMMERCIAL REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR; MORE SPECIFICALLY ADA COUNTY PARCELS S0416212640, S0416212620, S0416212422, S0416212470 & S0416212660; REZONING THE PROPERTY FROM COMMERCIAL (C-1) TO COMMERCIAL (C-2-DA) WITH A DEVELOPOMENT AGREEMENT; THE PROPERTIES ARE OWNED BY STAR RIVER DEVELOPMENT, LLC AND CONTAIN APPROXIMATELY 24.28 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada and Canyon County, Idaho (“the City”), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized and required by the Constitution and laws of the State of Idaho to adopt land use regulations and classifications; and

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the real property described in Section 1 of this Ordinance is classified as a Commercial District (C-1) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to a Commercial District with a Development Agreement (C-2-DA); and

WHEREAS, the Mayor and Council, held a public hearing on August 24, 2021, and determined that the requested change in zoning classification should be granted, and that the property should be rezoned Commercial with a Development Agreement (C-2-DA) pursuant to the Unified Development Code of the City of Star.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STAR, IDAHO, as follows:

Section 1: The Mayor and Council of the City of Star, Idaho, hereby find and declare that the real property described in Section 2 of this Ordinance is within the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner(s) of said property have requested, in writing, rezone of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The real property, described in the attached “Exhibit A”, situated in the City of Star Ada County, Idaho, is hereby rezoned.

Paul Larson
Date: 10/27/20
Job No.: 5717

**EXHIBIT "A"
CITY OF STAR
C-2 REZONE DESCRIPTION**

The following Describes a Parcel of Land being Tax Parcel No's. S0416212620, S0416212640, S0416212660, R8079960013, S0416212422 and S0416212470, the Right of Way of South Moyle Avenue, portions of the Right of Way of West Haig Street and State Highway 44 Right of Way lying in a portion of the West 1/2 of Section 16, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, and more particularly described as follows:

BEGINNING at a found Aluminum Cap Marking the North 1/4 Corner of said Section 16; From which, the Northwest Corner of said Section 16 bears, North 89°32'13" West, 2,622.95 feet which is being Monumented with a found Brass Cap;

Thence along the Easterly Boundary Line of the West 1/2 of said Section 16, South 00°46'55" West, 748.74 feet to a point on the Centerline of West Haig Street;

Thence leaving said Easterly Boundary Line, and along the Centerline of West Haig Street, North 89°20'25" West, 704.75 feet to a point being on the Prolongation of the Easterly Boundary Line of Tax Parcel No. S0416212660;

Thence leaving said Centerline, and along the Easterly Boundary Line of Tax Parcel No. S0416212660, and its Prolongation, South 00°41'42" West, 130.43 feet to the Southeast Corner of said Tax Parcel;

Thence leaving said Easterly Boundary Line, and its Prolongation, and along the Southerly Boundary Line of Tax Parcel No. S0416212660, North 89°26'54" West, 604.96 feet to the Southwest Corner of said Tax Parcel;

Thence leaving said Southerly Boundary Line, and along the Westerly Boundary Lines of Tax Parcel No's. S0416212660 & S0416212640, and their Prolongations, North 00°39'26" East, 875.80 feet to a point on the Northerly Boundary Line of the West 1/2 of said Section 16;

Thence leaving said Westerly Boundary Lines, and their Prolongations, and along the Northerly Boundary Line of the West 1/2 of said Section 16, South 89°32'13" East, 1311.43 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 24.28 Acres, more or less.



Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Commercial with a Development Agreement (C-2-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above as Commercial with a Development Agreement (C-2-DA) land use classification.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this ____ day of _____, 2022.

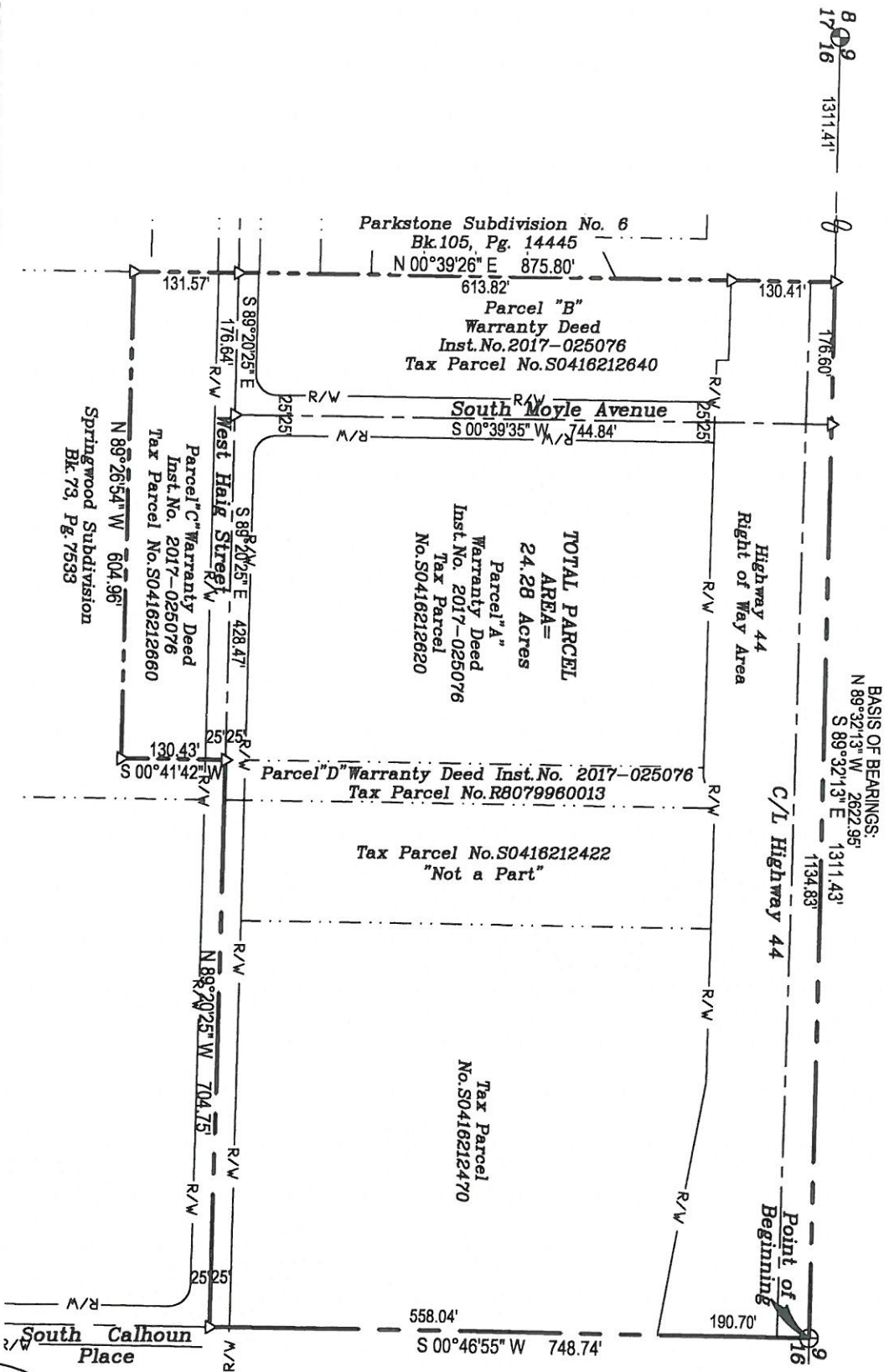
CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

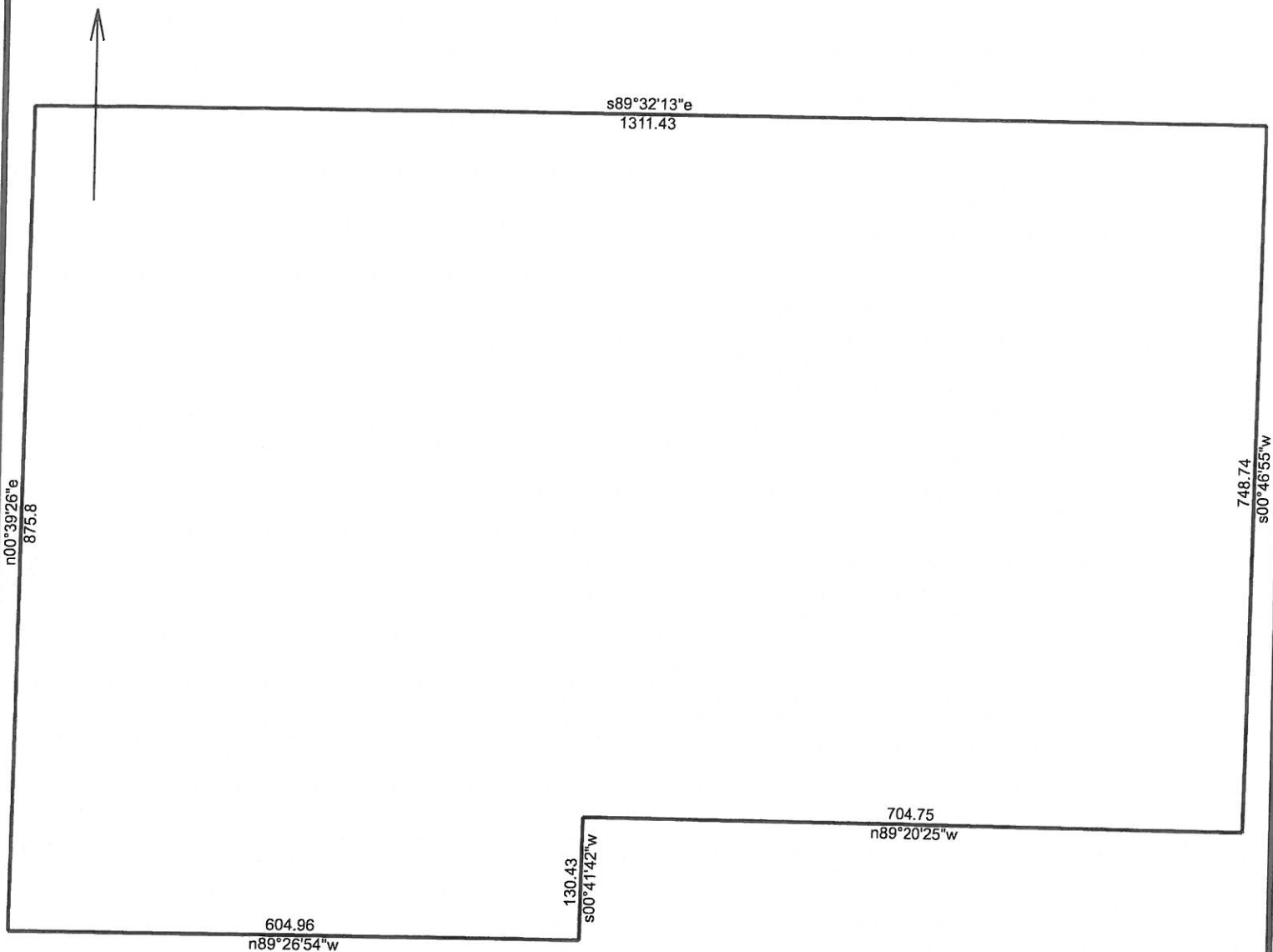
Jacob M. Qualls, City Clerk

CITY OF STAR C-2 REZONE
A PARCEL OF LAND LYING IN THE W1/2 OF SECTION 16,
T.4N., R.1W., B.M., ADA COUNTY, IDAHO



COMPASS LAND SURVEYING, PLLC
 623 11th Ave. South Nampa, ID 83651
 Office: (208) 442-0115 Fax: (208) 327-2106
 5717 TOPO 10/27/20
 SHEET 1 OF 1





5717 - C2 REZONE DESCRIPTION

10/27/2020

Scale: 1 inch= 170 feet

File: 5717 C2 Rezone.pdf.ndp

Tract 1: 24.2792 Acres, Closure: n17.4101e 0.01 ft. (1/541131), Perimeter=4376 ft.

- 1 s00.4655w 748.74
- 2 n89.2025w 704.75
- 3 s00.4142w 130.43
- 4 n89.2654w 604.96
- 5 n00.3926e 875.8
- 6 s89.3213e 1311.43

Recording Requested By and
When Recorded Return to:
Timothy W. Tyree
TYREE BAUER BALDNER, PLLC
618 W. Franklin St.
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**DEVELOPMENT AGREEMENT
FOR THE
EDGEFIELD AT STAR RIVER RANCH**

This Development Agreement for the Edgefield At Star River Ranch project (“**Agreement**”) is entered into effective as of the date last written below the signature lines (the “**Effective Date**”) by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as “**City**”, and Star River Development, LLC, an Idaho limited liability company, hereinafter referred to as “**Owner**”.

WHEREAS, Owner owns or has the right to develop contiguous parcels of land of approximately 54.87 acres in size, currently located within the City of Star, zoned C-1, R-8 and LO under Star Zoning Ordinance and more particularly described in Exhibit A which is attached hereto and incorporated by reference herein (the “**Property**”);

WHEREAS, portions of the Property were approved for development as neighborhood business district (C-1) and limited office (LO) with a development agreement in February of 2011 and portions of the Property were approved for development as neighborhood business district (C-1) and residential (R-8) in April of 2018, such properties being exempt from the ITD proportionate share contribution due to their grandfathered approvals;

WHEREAS, Owner has requested that the Property be rezoned and developed in accordance with the applicable ordinances and regulations of the City and this Agreement;

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and Star City Code at Title 8, Chapter 10, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

WHEREAS, the City has authority to enter into development agreements to condition re-zones;

WHEREAS, Owner desires to be assured that it may proceed with allowing its Property to be re-zoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property as described in this Agreement.

WHEREAS, Owner filed with the City of Star Planning and Zoning Department, a Rezone and Development Agreement application, as File No. RZ-20-12/DA-20-28, so that the City can review all of the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances;

WHEREAS, the intent of this Agreement is to protect the rights of Owner's use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Ordinances;

THEREFORE, the City and Owner, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

- 1. **Legal Authority.** This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code, Title 8, Chapter 10.
- 2. **Development/Uses/Standards – Commercial Parcels.**

(a) **Development Acreage.** As to that portion of the Property shown on Exhibit B and more particularly described on Exhibit B-1 the “**Commercial Parcel**,” Owner is allowed to develop the Commercial Parcel as follows:

- (i) **Zoning Classification:** The zoning classification shall be a general business district with residential (C-2).
- (ii) Except as otherwise set forth in this Agreement, Owner shall comply with the city code of the city of Star, relating to general business district development as to the commercial lots and residential development as to the dwelling lots, in effect on the date the City approves this application.
- (iii) Up to 24 platted commercial lots and up to 6 platted dwelling lots are permitted within the Commercial Parcel.

(b) **Permitted Uses.** In the Commercial Parcel, the City hereby allows those uses designated as “A” or “P” in the C-2 general business district as listed on Exhibit C. In addition to the designated allowed uses, the following uses are permitted: automotive mechanical/electrical repair and maintenance; dwellings, including lofts, guesthouse/granny flat, single-family attached, single-family detached and two-family duplex; home occupation; child care facility/center serving more than six (6) but no greater than twelve (12) and serving more than twelve (12) individuals; child care-preschool/early learning; short term rentals; arts, entertainment, recreation facility; convenience store; events center, public or private (indoor/outdoor); farmers' or Saturday market; drive-through establishment/drive-up service window; and educational institution, public and private.

(c) **Conditional Uses.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel unless granted a conditional use permit: bar/tavern/lounge/drinking establishment; brewery/distillery; brewpub/wine tasting; building material, garden equipment and supplies; hospital (private); mortuary; nursing or residential care facility; vehicle sales or rental and services; and those uses designated as “C” in the C-2 general business district as listed on Exhibit C.

(d) **Prohibited Uses.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel: churches; storage facilities; and non-profit hospitals.

(e) **West of Moyle.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel west of Moyle Road: auto repair/maintenance; bar/tavern/lounge; equipment rental; gas station; greenhouse; hospital (excluding medical clinic); hotel/motel; mortuary; shopping center; storage facility; vehicle washing facility; woodworking shop; brewery/distillery; brewpub/wine tasting; convenience store; fabrication shop; kennel; manufacturing plant; and two-story commercial buildings.

(f) **Design.**

(i) All outdoor speakers, including drive through speakers, on commercial structures on the Commercial Parcel west of Moyle Road will be directed north or east. Outdoor speakers provided for reasonable accommodation to individuals with disabilities, such as speakers for ATMs, are exempt from this prohibition.

(ii) All roof and wall mounted mechanical, electrical, communications, and service equipment should be screened from public view from the adjacent public streets and properties by the use of parapets, walls, fences, enclosures, or by other suitable means. The fuel station/convenient store midlevel roof height shall be up to 35’ with a cupola mounted above the ridge up to 55’ in height.

(iii) Residential lots within the commercial area shall comply with the R-3 design and dimensional standards, including setbacks.

(g) **Moyle Avenue and State Highway 44 Signalization.** At the point in Owner’s development at which ACHD requires installation of the traffic signal at Moyle Avenue and State Highway 44, Owner shall enter into a signal agreement with ACHD and cause the construction of the four-way traffic signal (the “**Moyle Signal**”). Owner agrees to pay up to 35% of the Moyle Signal and dedicate right-of-way of a width sufficient for the Moyle Avenue and State Highway 44 intersection described on Exhibit B-2. ~~Pursuant to Star City Ordinance No. 285 and a credit agreement to be agreed upon between Owner and City, City agrees to collect and pay to Owner 65% of Owner’s out-of-pocket cost to design and construct the Moyle Signal and related improvements. Any right-of-way required beyond the width necessary to construct such intersection shall be a reimbursable expense of the project improvements determined at fair market value on the date of dedication. Pursuant to Star City Ordinance No. 285, City agrees to collect and pay to Owner 35% of Owner’s out-of-pocket cost to design and construct the Moyle Signal and related improvements. City will employ commercially reasonable efforts to collect and pay to Owner the amount due in the preceding sentence within 60 days after the date the City agrees or is deemed to~~

~~agree to Owner's accounting below and, if not paid within such 60 days, such amount shall include interest at the Prime Rate (as defined in Section 9(d)), which interest shall be deemed a reimbursable project expense. City will pay to Owner the amount payable pursuant to Star City Ordinance No. 285 within 15 days after receipt by the City. Pursuant to Section 2(h), City agrees to reimburse Owner for 30% of Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements plus interest at the Prime Rate. Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements shall include all study costs (not otherwise paid or reimbursed by others), permit fees, engineering fees, project management fees, insurance and bond premiums, improvements in the public right-of-way, dedication of private land (fair market value on date of dedication) in excess of the right-of-way required for the Moyle Avenue and State Highway 44 intersection described on Exhibit B-2, utility relocations, material and labor costs and cost and fees paid to ACHD or ITD associated with such improvements. Upon completion of the Moyle Signal and related improvements, Owner shall provide City with an accounting of its costs, including invoices, bids, work orders, cancelled checks or other supporting documentation. Unless City objects in writing to Owner's accounting of its costs within 30 days after receipt of Owner's accounting, Owner's accounting shall be deemed true and accurate. In the event City timely objects, City and Owner shall diligently and in good faith cooperate in the determination of Owner's costs and upon such determination shall confirm the same in writing.~~

~~(h) — **Reimbursement by City.** The City, by and through its city council and mayor, finds the reimbursement requirements set forth in this Agreement are fair and the improvements described in Section 2(g) will fairly and proportionately benefit the community of Star, Idaho. City agrees to pay to Owner 60% of all fees collected by the City for future development (including, without limitation, the fees described in Section 2(j) but excluding amounts collected under Ordinance No. 285) which may permissibly be used to reimburse Owner for all or any portion of Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements collected by the City (and limited to the amounts collected by the City) from and after the Effective Date until such time as City has paid in full the amount due Owner pursuant to Section 2(g) (other than the amount to be reimbursed pursuant to Star City Ordinance No. 285). City's first payment from fees collected will be 30 days after the calendar quarter in which the City approves or is deemed to have approved Owner's accounting for the improvements for which the reimbursement is sought and all subsequent payments will be paid on or before 30 days following the end of each calendar quarter thereafter, until such time as City has paid in full the amounts due Owner pursuant to Section 2(g) (other than the amount to be reimbursed pursuant to Star City Ordinance No. 285).~~

(i)(h) **South Moyle Extension (old Wildbranch) to Calhoun Place.** Subject to approval from and as required by ACHD, which approval Owner agrees to seek diligently and in good faith, Owner agrees to construct road, curb, gutter and sidewalk improvements to realign and extend S. Moyle Ave. to Calhoun Place (the "**South Moyle Extension**"). Owner agrees to commence construction of the South Moyle Extension, and thereafter diligently pursue completion of the construction, on or before the date Owner must commence construction of the Moyle Signal pursuant to Section 2(g). Pursuant to a credit agreement to be agreed upon between Owner and City, City agrees to collect and pay to Owner 50% of Owner's out-of-pocket cost to design and construct the South Moyle Extension~~When the land adjoining the Property seeks development approvals from the City, subject to the City's legal authority and in compliance with applicable law, City agrees as a late comers reimbursement to collect from each adjoining landowner a proportionate share to reimburse Owner for Owner's out-of-pocket cost to construct the South~~

~~Moyle Extension plus interest at the Prime Rate, for a total of up to 50% of Owner's out-of-pocket cost plus accrued interest. City will pay to Owner the amounts collected by the preceding sentence (and limited to the amounts collected by the City) on or before 30 days after collection by the City, until such time as Owner's reimbursement right is paid in full. Owner's out-of-pocket cost of the South Moyle Extension shall include all study costs (not otherwise paid or reimbursed by others), permit fees, engineering fees, project management fees, insurance and bond premiums, improvements in the public right of way, dedications of private land (fair market value on date of dedication), utility relocations, material and labor costs and cost or fees paid to ACHD associated with such improvements. Upon completion of the South Moyle Extension, Owner shall provide City with an accounting of its costs, including invoices, bids, work orders, cancelled checks or other supporting documentation. Unless City objects in writing to Owner's accounting of its costs within 30 days after receipt of Owner's accounting, Owner's accounting shall be deemed true and accurate. In the event City timely objects, Owner and City shall diligently and in good faith cooperate in the determination of Owner's cost and upon such determination shall confirm the same in writing.~~

~~(i)~~ **ITD Proportionate Share Contribution.** To compensate the City and the Idaho Transportation Department for roadway improvements not described in Sections 2(g) and 2(h) and as its proportionate share contribution to mitigate the impacts of the development permitted by this Agreement, upon the issuance of final plat (which platting may be done in phases) for all or any portion of the 264 dwelling lots newly authorized by this Agreement, Owner shall pay to City the sum of \$900 for each such dwelling lot created by such phase of the final plat (total of \$237,600). For the avoidance of doubt, the 24 platted commercial lots, one retirement home lot and one neighborhood business lot authorized by this Agreement are not dwelling lots for purposes of the preceding sentence. Except for the proportionate share contribution and the improvements described in Sections 2(g) and 2(h), Owner shall have no obligation to the City to construct, provide or contribute to public improvements to mitigate the impacts of the development permitted by this Agreement.

3. **Development/Uses/Standards – Community Residential Parcels.**

(a) **Development Acreage.** As to that portion of the Property shown on Exhibit D and more particularly described on Exhibit D-1, the “**Community Residential Parcels**,” Owner is allowed to develop the Community Residential Parcels as follows:

(i) **Zoning Classification:** The zoning classification shall be residential R-8-DA and L-O-DA (residential approved through Conditional Use Permit CU-21-01) with a community center and/or retirement home.

(ii) Except as otherwise set forth in this Agreement, Owner shall comply with the city code of the city of Star, relating to residential development as to the dwelling lots and commercial development as to the retirement/community center lots, in effect on the date the City approves this application.

(iii) Up to 261 platted lots are permitted in the Community Residential Parcels, consisting of 259 dwelling lots (attached and/or detached dwellings), one (1) retirement home lot and one (1) neighborhood business lot.

(b) **Permitted Uses.** Within the Community Residential Parcels, the City hereby allows those uses designated as “A” or “P” in the R residential district as listed on Exhibit C. In addition to the designated allowed uses, the following Conditional Use are hereby approved: dwellings, including lofts, guesthouse/granny flat, single-family attached, single-family detached, two-family duplex and secondary dwellings; church or place of religious worship; arts, entertainment, recreation facility, including clubhouse and/or fitness center; events center, public or private (indoor/outdoor); ice skating; swimming pool, commercial or public, including splash pad or water park; child care facility serving more than six (6) but no greater than twelve (12) and serving more than twelve (12) individuals; child care-preschool/early learning; retail store/retail services; restaurant; offices; retirement home; nursing or residential care facility; and healthcare and social services.

(c) **Design.**

(i) Internal driveway width shall not be less than 28’.

(ii) Setbacks.

(A) Townhouses/Patio Homes: Garage/street facing setbacks to be 4’ measured to face of curb. Side setbacks 0’ for zero-lot-lines, 5’ at end of building, 5’ at street measured to face of curb. Front setback 10’.

(B) All other setbacks to comply with the Star City Code Zoning Ordinance in effect as of the Effective Date.

(iii) All roads within the Community Residential Parcels will be private and are designated as fire lanes with no parking. Except as otherwise set forth in this Agreement, the private roads will comply with city code of the city of Star, Title 8, Chapter 4, Article D, Private Street Requirements in effect on the date the City approves this application. Ingress and egress may be controlled by gates or other access control measures. On-street parking will be prohibited except in designated parking stalls. Fire lane curbing will not be required to be painted red and “No Parking” signs will be placed throughout the development. The roads, gates or other access control measures will be owned and maintained by the owners/management association managing the Community Residential Parcels. Maintenance, repair and replacement costs will be the sole responsibility of the owners/management association subject to reimbursement from the residents of the Community Residential Parcels. Until such time as the building lots within the Community Residential Parcels are owned by more than one person or entity, there shall be no requirement to fund a reserve account for the maintenance, repair or replacement of the private roads or to conduct a reserve study.

(iv) A public trail at least eight feet in width will be constructed providing a pathway connection east/west through the Property connecting to the pathway running north/south on property adjacent to the Property. The trail will be open to the public but access to the interior portions of the Community Residential Parcels may be controlled through locked gates or other access control measures. The trail will be owned and maintained by the owners/management association managing the Community Residential Parcels. Maintenance, repair and replacement

costs will be the sole responsibility of the owners/management association subject to reimbursement from the residents of the Community Residential Parcels.

(v) The maximum height of the retirement home structure is permitted to reach from 35' to 38'-6".

(vi) A minimum of 15% of the Community Residential Parcels will be dedicated to open space including, but not limited to, the public trail, walkways, outdoor exercise stations, pond, creek, water features, outdoor benches/seating areas and landscaping.

(d) **Maintenance and Ownership Responsibilities.** Subject to the terms of this Agreement, Owner shall record legally binding documents that state the maintenance and ownership responsibilities for the management of the Community Residential Parcels, including, but not limited to, structures, parking, common areas, and other development features, including a minimum of .5 - 2 foot-candle illumination in parking, lighted amenities and walkways adjacent to commercial buildings.

(e) **Gravel Extraction.** Gravel may be extracted for creation of water features and to raise/balance the site. Owner to obtain necessary permits for any excavation of water features. All other gravel extraction shall require a Conditional Use Permit.

4. **Provisions Applicable to Commercial Parcel and Community Residential Parcels.** The following provisions are applicable to all parcels within the Property.

(a) **Changes and Modifications.** No material changes in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event Owner materially changes or expands the use permitted by this Agreement or fails, after written notice and opportunity to cure pursuant to Section 9(e), to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owner shall be in default of this Agreement. Changes to the preliminary plat, streets, roads, sidewalks, curbing, gates, lots, lot lines, unit locations and/or zoning designations, including number of units (equal to or less than approved), size, location, boundaries or plat notes, shall be approved at City staff level and shall not require a public hearing.

(b) **Conditions, Bonding for Completion.** All conditions set forth herein shall be complied with or shall be bonded for completion by Owner before an Occupancy permit will be granted. Failure to comply, after written notice and opportunity to cure pursuant to Section 9(e), with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owner. Owner may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

(c) **Applicable Code.** Except as otherwise set forth in this Agreement, all zoning uses, setbacks and construction requirements shall comply with the city code of the city of Star in effect on the date the City approves this application, unless city code is later amended in a less restrictive manner in which case the less restrictive provision will apply.

(d) **Allocation of Responsibilities and Reimbursements.** In the event the Property is

owned by more than one owner, (i) the Owner responsible to construct the improvements described in Sections 2(g) and 2(h) shall be the fee title owner of the land on which the improvements are constructed (without regard to any related improvements in the public right-of-way); and (ii) the Owner entitled to the reimbursements described in such sections~~Section 2(h)~~ shall be the party (whether or not such party is an owner of all or any portion of the Property at the time the reimbursement is paid) that constructed the improvements for which the reimbursement is paid.

5. **Affidavit of Property Owner.** Owner shall provide an affidavit agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code section 67-6511A and Star Zoning Ordinance and such affidavit is incorporated herein by reference.

6. **Default.** The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement, after written notice and opportunity to cure pursuant to Section 9(e), shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply, after written notice and opportunity to cure pursuant to Section 9(e), with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances and after written notice of default to Owner and after Owner has had an opportunity to cure pursuant to Section 9(e), determines that Owner remains in default of this Agreement, the Star City Council may terminate this Agreement and the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert to its prior zoning designation. All uses of such undeveloped property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, does hereby consent to a reversion of the undeveloped portions of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

7. **Unenforceable Provisions.** If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

8. **Assignment and Transfer.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Owner. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel. If any owner sells or transfers all or any portion of its interest

in the Property, such owner shall, upon the sale and conveyance of title, be released and discharged from all of its obligations as owner in connection with the property sold by it arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title.

9. **General Matters.**

(a) **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67- 6509, as required by Star City Ordinances, Title 8, Chapter 10 and as agreed upon by the property owner and the City of Star.

(b) **Paragraph Headings.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

(c) **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

~~(d) **Prime Rate.** For purposes of this Agreement, “Prime Rate” shall mean the rate which is one percentage point over the prime rate as reported in the Wall Street Journal, North American edition, as such rate fluctuates, on a fully floating basis. Any interest payable under this Agreement with reference to the Prime Rate shall begin on the date the City agrees or is deemed to agree to Owner’s accounting for the expenses giving rise to the interest obligation and continue to the date payment is made in full.~~

~~(e)~~(d) **Notices.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below. If a notice must be given to a person other than one designated below, such notice shall be sent to the person and address shown on the then current real property tax rolls of Ada County.

Star:	City of Star Attn: City Clerk P.O. Box 130 Star, ID 83669
Owner:	Star River Development, LLC 855 S. Calhoun Pl. Star, ID 83669

~~(f)~~(e) **Default.** A person shall be deemed to be in default of this Agreement only upon (i) the expiration of thirty (30) days from receipt of written notice from any party specifying the

particulars in which such person has failed to perform the obligations of this Agreement, and (ii) failure by such person, prior to the expiration of said thirty (30) days, to rectify the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

~~(g)~~(f) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades; national or regional emergency; pandemics, disease or health emergencies; or shortage of adequate power or telecommunications or transportation facilities. A party whose performance is affected by such an event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such event.

~~(h)~~(g) **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 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.

~~(i)~~(h) **Exhibits.** Unless the context otherwise requires, references herein to sections, schedules, exhibits and words of similar import refer to the sections of, and schedules, exhibits and other documents attached to this Agreement and the same are integrated in and made a part of this Agreement.

~~(j)~~(i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this ____ day _____, 2022.

CITY OF STAR:

STAR RIVER DEVELOPMENT, LLC:

By: _____
Trevor A. Chadwick, Mayor

By: _____
Paul Larson, Manager

ATTEST: _____
Jacob Qualls, City Clerk

Date: _____

Date: _____

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on _____ by Paul Larson as the manager or a member of Star River Development, LLC.

Signature of notary public
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
DEPICTION COMMERCIAL PARCEL

EXHIBIT B-1
LEGAL DESCRIPTION OF COMMERCIAL PARCEL

EXHIBIT B-2
STANDARDS FOR MOYLE AVE AND HWY 44 SIGNAL

Provide a 2 X 3 X 6 X 5 intersection configured as follows:

- two 12-foot-wide travel lanes on the north side of Moyle.
- three 12-foot-wide travel lanes on the south side of Moyle (one receiving lane, one dedicated left turn lane, and one thru/right lane on the south approach)
- Two eastbound and westbound thru lanes on SH-44 constructed to a width of 12-feet
- One 14ft-wide westbound left-turn lane on SH-44. Total length including taper = 1406ft
- One 14ft wide eastbound left turn lane on SH-44.
- One eastbound right turn lane. Total length = 570ft including taper
- Construct 8ft shoulders along SH-44 for any areas associated with pavement widening.

EXHIBIT C
PERMITTED USES ON PROPERTY

Use	A	R-R	R	CBD	C-1	C-2	L-O	LI	PS	MU
Accessory structure	A	A	A	C	A	A	A	A	A	C
Adult business/adult entertainment	N	N	N	N	N	N	N	C	N	N
Agriculture, forestry, fishing	P	P	N	N	N	N	N	N	N	N
Airport	C	N	N	N	N	N	N	C	N	N
Animal care facility ¹	P	C	N	C	P	P	P	P	N	C
Artist studio ¹	P	P	N	P	P	P	P	P	P	P
Arts, entertainment, recreation facility ¹	C	N	N	P	C	P	P	C	P	C
Asphalt plant ¹	N	N	N	N	N	N	N	C	N	N
Auction facility	N	N	N	N	N	C	N	C	N	C
Automated Teller Machine (ATM) ¹	N	N	N	A	A	A	A	A	A	A
Automotive hobby ¹	A	A	A	N	N	N	N	A	N	A
Automotive mechanical/electrical repair and maintenance	N	N	N	C	C	P	N	P	N	C
Bakery	N	N	N	P	P	P	P	P	N	C
Bar/tavern/lounge/drinking establishment	N	N	N	P	C	P	C	C	N	C
Barbershop/styling salon	N	N	N	P	P	P	P	N	N	P
Bed and breakfast	P	P	N	P	P	P	N	N	N	C
Beverage bottling plant	N	N	N	N	N	N	N	P	N	N
Boarding house	C	C	C	N	N	N	N	N	N	C
Brewery/Distillery	N	N	N	P	C	P	N	P	N	C
Brewpub/Wine Tasting	A	A	N	P	C	P	C	C	N	C
Building material, garden equipment and supplies	N	N	N	P	C	P	C	P	N	C
Campground/RV park ¹	C	N	N	N	N	N	N	N	N	C
Caretaker Unit ¹	A	A	A	N	A	A	N	N	A	A
Cement or clay products manufacturing	N	N	N	N	N	N	N	P	N	N
Cemetery ¹	C	C	N	N	N	N	N	N	P	N
Chemical manufacturing plant ¹	N	N	N	N	N	N	N	C	N	N
Child Care center (more than 12) ¹	N	C	N	C	C	C	C	N	N	C
Child Care family (6 or fewer) ¹	A	A	A	A	A	A	A	N	N	A
Child Care group (7-12) ¹	C	C	C	C	C	C	C	N	N	C
Child Care-Preschool/Early Learning ¹	N	C	C	C	C	C	C	N	N	C
Church or place of religious worship ¹	P	P	C	N	P	P	P	N	C	P
Civic, social or fraternal organizations	C	N	N	P	P	P	P	N	N	C
Concrete batch plant ¹	N	N	N	N	N	N	N	C	N	N

Conference/convention center	N	N	N	P	P	P	P	C	C	C
Contractor's yard or shop ¹	C	C	N	N	N	N	N	C	N	N
Convenience store	N	N	N	P	C	P	P	P	N	C
Dairy farm	C	N	N	N	N	N	N	N	N	N
Drive-through establishment/drive-up service window ¹	N	N	N	P	P	P	C	C	N	C
Dwelling:										
Multi-family ¹	N	N	C	C	N	N	N	N	N	C
Secondary ¹	A	A	A	C	N	N	N	N	N	C
Single-family attached	N	N	P	C	N	N	N	N	N	C
Single-family detached	P	P	P	C	N	N	N	N	N	C
Two-family duplex	N	N	P	C	N	N	N	N	N	C
Educational institution, private	C	C	C	C	C	C	C	N	N	C
Educational institution, public	C	C	C	C	C	C	C	N	C	C
Equipment rental, sales, and services	N	N	N	C	C	P	N	P	N	C
Events Center, public or private (indoor/outdoor)	C	C	N	C	C	C	N	C	C	C
Fabrication shop	N	N	N	N	N	P	N	P	N	N
Farm	P	P	N	N	N	N	N	N	N	N
Farmers' or Saturday market	C	C	N	C	C	C	C	C	C	C
Feedlot	N	N	N	N	N	N	N	N	N	N
Financial institution	N	N	N	P	P	P	P	P	N	C
Fireworks Stands	N	N	N	C	P	P	C	C	N	C
Flammable substance storage	N	N	N	N	N	N	N	C	N	N
Flex Space	N	N	N	N	C	P	C	P	N	C
Food products processing	C	N	N	N	C	C	N	P	N	N
Fracking	N	N	N	N	N	N	N	N	N	N
Gasoline, Fueling & Charging station with or without convenience store ¹	N	N	N	C	C	P	C	P	N	C
Golf course	C	C	C	N	C	C	C	C	C	C
Government office	N	N	N	P	P	P	P	P	P	C
Greenhouse, private	A	A	A	N	N	N	N	N	N	A
Greenhouse, commercial	P	C	N	N	C	P	N	P	N	C
Guesthouse/granny flat	P	P	C	N	N	N	N	N	N	C
Healthcare and social services	N	N	N	P	P	P	P	P	N	C
Heliport	C	N	N	N	N	N	N	C	N	N
Home occupation ¹	A	A	A	A	N	N	N	N	N	A
Hospital	N	N	N	P	C	P	P	C	N	C

Hotel/motel	N	N	N	C	C	P	N	C	N	C
Ice manufacturing plant	N	N	N	N	N	N	N	P	N	N
Industry, information	N	N	N	P	P	P	P	P	N	C
Institution	N	N	N	C	C	P	N	N	C	C
Junkyard	N	N	N	N	N	N	N	C	N	N
Kennel	C	C	N	N	N	C	N	C	N	C
Laboratory	N	N	N	P	P	P	P	P	N	C
Laboratory, medical	N	N	N	P	P	P	P	P	N	C
Lagoon	N	N	N	N	N	N	N	C	C	N
Laundromat	N	N	N	P	P	P	P	P	N	C
Laundry and dry cleaning	N	N	N	P	P	P	P	P	N	C
Library	N	N	N	P	P	P	P	N	P	N
Manufactured home ¹	P	P	P	N	N	N	N	N	N	C
Manufactured home park ¹	N	N	C	N	N	N	N	N	N	N
Manufacturing plant	N	N	N	N	N	C	N	C	N	N
Meatpacking plant	C	N	N	N	N	N	N	C	N	N
Medical clinic	N	N	N	P	P	P	P	N	N	C
Mining, Pit or Quarry (excluding accessory pit) ¹	C	N	N	N	N	N	N	C	N	N
Mining, Pit or Quarry (for accessory pit) ¹	A	A	A	A	A	A	A	A	A	A
Mortuary	N	N	N	N	C	P	N	P	N	C
Museum	C	N	N	P	P	P	P	N	P	C
Nursery, garden center and farm supply	N	N	N	C	P	P	P	P	N	C
Nursing or residential care facility ¹	N	N	C	C	P	P	P	N	N	C
Office security facility	N	N	N	P	P	P	P	P	N	C
Parking lot/parking garage (commercial)	N	N	N	C	C	C	C	C	C	C
Parks, public and private	P	P	P	P	P	P	P	P	P	P
Pawnshop	N	N	N	P	P	P	P	P	N	C
Personal and professional services	N	N	N	P	P	P	P	P	N	C
Pharmacy	N	N	N	P	P	P	P	P	N	C
Photographic studio	N	N	N	P	P	P	P	P	N	C
Portable classroom/modular building (for private & public Educational Institutions)	C	C	C	C	C	C	C	N	C	C
Power plant	N	N	N	N	N	N	N	C	N	N

Processing plant	C	N	N	N	N	N	N	C	N	N
Professional offices	N	N	N	P	P	P	P	P	N	C
Public infrastructure; Public utility major, minor and yard1	C	C	C	C	C	C	C	C	C	C
Public utility yard	C	N	N	N	C	C	N	P	C	N
Recreational vehicle dump station	N	N	N	N	C	C	N	C	N	A
Recycling center	N	N	N	N	C	C	N	P	N	N
Research activities	A	N	N	P	P	P	P	P	N	C
Restaurant	N	N	N	P	C	P	P	C	N	C
Retail store/retail services	N	N	N	P	C	P	P	P	N	C
Retirement home	N	N	C	N	C	N	C	N	N	C
Salvage yard	N	N	N	N	N	N	N	C	N	N
Sand and gravel yard	C	N	N	N	N	N	N	P	N	N
Service building	C	N	N	P	P	P	N	P	N	C
Shooting range (Indoor/Outdoor)	C	N	N	C/N	C/N	C/N	N	C	N	C/N
Shopping center	N	N	N	P	C	P	N	N	N	C
Short Term Rentals1	A	A	A	A	N	N	N	N	N	A
Solid waste transfer station	N	N	N	N	N	N	N	C	N	N
Stable	P	P	C	N	N	N	N	C	N	C
Storage facility, outdoor (commercial)1	C	N	N	N	C	P	N	P	N	C
Storage facility, self-service (commercial)1	C	N	N	N	C	P	N	P	N	C
Swimming pool, commercial/public	N	N	N	P	P	P	P	P	P	P
Television station	N	N	N	N	N	C	N	C	N	C
Temporary living quarters1	P	P	C	N	N	N	N	N	N	N
Terminal, freight or truck1	N	N	N	N	N	C	N	P	N	N
Truck stop	N	N	N	N	N	C	N	P	N	C
Turf farm	P	P	N	N	N	N	N	N	C	N
Vehicle emission testing1	N	N	N	P	P	P	P	P	N	C
Vehicle impound yard1	N	N	N	N	N	N	N	P	N	N
Vehicle repair, major1	N	N	N	N	C	P	N	P	N	C
Vehicle repair, minor1	N	N	N	C	C	P	N	P	N	C
Vehicle sales or rental and service1	N	N	N	C	C	P	N	P	N	C
Vehicle washing facility1	N	N	N	C	C	P	N	P	N	C
Vehicle wrecking, junk or salvage yard1	N	N	N	N	N	N	N	C	N	N
Veterinarian office	P	C	N	P	P	P	P	P	N	C
Vineyard	P	P	N	N	N	N	N	C	N	C
Warehouse and storage	N	N	N	N	N	P	C	P	N	C
Wholesale sales	N	N	N	C	P	P	C	P	N	C
Winery	P	C	N	N	N	C	N	P	N	C
Wireless communication facility1	C	C	C	C	C	C	C	C	C	C
Woodworking shop	N	N	N	N	N	P	N	P	N	N

EXHIBIT D
DEPICTION OF COMMUNITY RESIDENTIAL PARCELS

EXHIBIT D-1
LEGAL DESCRIPTION OF COMMUNITY RESIDENTIAL PARCELS