



CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho
Tuesday, August 15, 2023 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** – Bishop Cody Larsen, Church of Jesus Christ of Latter Day Saints
3. **ROLL CALL**
4. **PRESENTATIONS**
 - A. **Star Police Chief Presentation**
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 Paid & Pending Claims**
 - B. **Final Plat** - Cresta DeSol Phases 3, 4 & 5 (**FILE:FP23-08, FP23-09 & FP23-10**)
 - C. **Findings of Fact / Conclusion of Law** - Inspirado Commercial Annexation (**FILE: AZ-23-04**)
6. **ACTION ITEMS:**(The Council at its option may suspend the rules requiring three separate readings on three separate days for ordinances on the agenda for approval. This may be by a single motion to suspend the rules under Idaho Code 50-902; second of the motion; ROLL CALL VOTE; Title of the Ordinance is read aloud; motion to approve; second of the motion: ROLL CALL VOTE.)
 - A. **Star Fire Protection District Property Lease to the City of Star** - Approval of a Property Lease between the Star Fire Protection District and the City of Star for the use of their building for Star City Police and Star Sports & Recreation Community Programs (**ACTION ITEM**)
 - B. **Ordinance 390-2023 FY 23/24 Budget** - AN ORDINANCE, TO BE TERMED THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF STAR, IDAHO, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, APPROPRIATING SUMS OF MONEY IN THE AGGREGATE AMOUNT OF \$13,542,388.70 TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF STAR FOR SAID FISCAL YEAR; SPECIFYING THE OBJECT AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT AND PURPOSE; AUTHORIZING THE CERTIFICATION TO THE COUNTY COMMISSIONERS OF ADA & CANYON COUNTIES, IDAHO, THE AMOUNT OF \$1,869,337.00 PROPERTY TAXES TO BE LEVIED AND ASSESSED UPON THE TAXABLE PROPERTY IN THE CITY; PROVIDING FOR THE FILING OF A COPY OF THIS ORDINANCE WITH THE OFFICE OF THE IDAHO SECRETARY OF STATE AS PROVIDED BY LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE. (**ACITON ITEM**)
 - C. **Reconsideration** - Dude DeWalt Winery, Annexation & CUP (**FILE# CU-23-05**) (**ACTION ITEM**)
 - D. **946 South Main** - Ordering / Authorizing the Demolition / Putting out to Bid of 946 South Main Street Improvements (**ACTION ITEM**)
7. **ADJOURNMENT**



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Tuesday, August 15, 2023 at 7:00 PM

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

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Disc \$	Document \$/ Line \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2270	22067S	1255 ACTION GARAGE DOOR		880.00					
1	80027533	07/24/23 Riverhouse Barn new door		880.00		10	41540	737	10110
		Total for Vendor:		880.00					
2313	22107S	20 ADA COUNTY HIGHWAY DISTRICT		209,580.00					
1	17831	08/02/23 ACHD Impact Fees July 2023		209,580.00		10	41510	731	10110
		Total for Vendor:		209,580.00					
2295	22090S	21 ADA COUNTY LANDFILL		15.00					
1	230729-026	07/29/23 Landfill Fees		15.00		10	41540	411	10110
		Total for Vendor:		15.00					
2329	22108S	22 ADA COUNTY PROSECUTORS OFFICE		2,500.00					
1	AUG 2023	07/27/23 Prosecutions Contract - Aug		2,500.00		10	42110	322	10110
		Total for Vendor:		2,500.00					
2296	22091S	1172 B'S ACE HARDWARE		11.68					
1	257392	07/29/23 Bldg Maint Supplies		11.68		10	41540	434	10110
		Total for Vendor:		11.68					
2271	22068S	145 BSN SPORTS		922.77					
1	296397S	07/07/23 Practice Softballs		479.96		10	44021	612	10110
2	296397S	07/07/23 4 way Pitcher's Rubber		399.96		10	44021	612	10110
3	296397S	07/07/23 Freight		42.85		10	44021	324	10110
		Total for Vendor:		922.77					
2332	22124S	160 CANYON HIGHWAY DISTRICT # 4		2,384.82					
		Property Tax Collected for 06/01/23 - 06/30/23							
1	05/31/23	CHD4 Property Tax		2,380.83		10	41510	732	10110
2	05/31/23	CHD4 Penalty		1.23		10	41510	732	10110
3	05/31/23	CHD4 Interest		2.76		10	41510	732	10110
		Total for Vendor:		2,384.82					

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2272	22069S	1384 CATHERINE HARRELL		45.00						
1	07/24/23	Refund - Cooking Class		45.00			10	44022	698	10110
		Total for Vendor:		45.00						
2290	22070S	172 CENTURY LINK		214.12						
1	*228B 07/16/23	Telecommunications		148.77			10	41810	419	10110
2	*130B 07/16/23	Telecommunications		65.35			10	41810	419	10110
		Total for Vendor:		214.12						
2273	22071S	1072 CIVIC PLUS		295.00						
1	D3475BF6-0 07/23/23	Munipro Subscription		295.00			10	41810	751	10110
2326	22109S	1072 CIVIC PLUS		350.00						
1	263768 08/01/23	MuniDocs Subscription		350.00			10	41810	751	10110
		Total for Vendor:		645.00						
2297	22092S	207 COMPUTER CONSULTING ASSOCIATES		406.25						
1	4340 07/30/23	IT Consulting Services		406.25			10	41810	342	10110
		Total for Vendor:		406.25						
2320	22110S	231 DANA PARTBRIDGE		2,456.10						
1	08/04/23	Services July 21 - Aug 3 2023		2,456.10			10	41140	351	10110
		Total for Vendor:		2,456.10						
2299	22093S	271 ECI CONTRACTORS		18,452.01						
1	Electrical Inspections, 60% of Total									
1	Jul 2023 08/01/23	Electrical Inspections		18,452.01			10	41510	454	10110
		Total for Vendor:		18,452.01						
2298	22094S	274 EDNETICS INC		6,080.72						
1	123303 07/31/23	Network Rec Center		6,080.72			10	850 45110	741	10110
2331	22123S	274 EDNETICS INC		5,715.95						
1	123390 07/31/23	City Hall Server Room		5,715.95			10	41810	741	10110
		Total for Vendor:		11,796.67						

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2291	22072S	307 FIRE EXTINGUISHER CO INC		553.00								
1	73204	07/28/23 Fire Extinguishers RH Barn		228.00			10		41540	434		10110
2	73205	07/28/23 FE Service Bldg Maint Shop		161.00			10		41540	434		10110
3	73206	07/28/23 FE Service City Hall		119.00			10		41810	431		10110
4	73207	07/28/23 FE Rec Center		45.00			10		44022	610		10110
		Total for Vendor:		553.00								
2312	22106S	318 FUN N' FIT INFLATABLES		185.00								
1	08/03/23	Generator Deposit		185.00			10		44022	442		10110
		Total for Vendor:		185.00								
2300	22095S	1290 GREYLOCH		8,554.20								
1	Star Bld D	07/27/23 Cabinetry Building Dept		8,554.20			10		41510	741		10110
		Total for Vendor:		8,554.20								
2323	22111S	373 HORIZON		170.06								
1	31216845	08/03/23 Shovel		54.69			10		41540	613		10110
2	31216845	08/03/23 Scoop Shovel		60.68			10		41540	613		10110
3	31216845	08/03/23 Point Shovel		54.69			10		41540	613		10110
		Total for Vendor:		170.06								
2289	22073S	382 IDAHO CENTRAL CREDIT UNION		1,126.09								
1	4825	07/21/23 Chadwick		111.08			10		41810	611		10110
2	3463	07/21/23 Qualls		525.76			10		41810	611		10110
3	6074	07/21/23 Little		489.25			10		41540	611		10110
		Total for Vendor:		1,126.09								
2292	22074S	398 IDAHO POWER COMPANY		4,615.84								
1	0033022594	06/13/23 1000 S MAIN ST / PUMP		42.66			10		41540	412		10110
2	0033022589	06/13/23 10769 W STATE ST / CITY HA		953.89			10		41810	412		10110
3	0033022563	06/13/23 10775 W STATE ST / STAR OU		276.50			10		41810	412		10110
4	0033022576	06/13/23 11225 W BLAKE DR / BLAKE P		134.02			10		41540	412		10110
5	0033157130	06/13/23 11380 W HIDDEN BROOK		14.53			10		41540	412		10110
6	0033207654	06/13/23 11665 W STATE ST A		410.28			10		41540	412		10110
7	0033207655	06/13/23 11665 W STATE ST A1		220.42			10		41540	412		10110
8	0030885171	11665 W STATE ST C		187.36			10		41540	412		10110

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9	0033022554	06/13/23	1250 N STAR RD / HUNTERS P	662.72			10		41540	412		10110
10	0033022592	06/13/23	1300 N STAR RD / HC ENTRY	441.74			10		41540	412		10110
11	0033022572	06/13/23	1310 N LITTLE CAMAS / SHOP	118.84			10		41540	412		10110
12	0033022587	06/13/23	1500 N STAR RD	462.01			10		41540	412		10110
13	0033075641	06/13/23	HIGHROOK / HWY 44 STRT LI	35.01			10		41810	413		10110
14	0030204591	06/13/23	HUNTER'S CREEK STRT LIGHTS	15.37			10		41810	413		10110
15	0033022596	06/13/23	BLAKE SPRINKLER ELECT	3.73			10		41540	412		10110
16	0033022580	06/13/23	STATE/PLUMMER STRT LIGHTS	8.79			10		41810	413		10110
17	0033022584	06/13/23	STRT LIGHTS STAR	404.42			10		41810	413		10110
18	0030204606	06/13/23	STRT LIGHTS / BLAKE PARK	17.94			10		41810	413		10110
19	0032863989	06/13/23	960 S MAIN ST	188.30			10		41810	412		10110
20	0032863988	06/13/23	960 S MAIN ST	17.31			10		41810	412		10110
2303	22096S	398	IDAHO POWER COMPANY	17.53								
Payment for charges incurred after previous owner turned off service. This account will be added to the City's main account.												
1	0030287676	07/31/23	946 S MAIN ST	17.53			10		41540	412		10110
				Total for Vendor:	4,633.37							
2274	22075S	399	IDAHO PRESS TRIBUNE	396.00								
4	36486	07/28/23	Legal/Pub Notice Ord 386-2023	198.00			10		41510	530		10110
5	36485	07/28/23	Legal/Pub Notice Ord 383-2023	198.00			10		41510	530		10110
2301	22097S	399	IDAHO PRESS TRIBUNE	56.92								
1	36548	07/30/23	Legal/Pub Notice Ord PH 8/1/23	56.92			10		41510	530		10110
				Total for Vendor:	452.92							
2321	22112S	408	IDAHO STATE UNIVERSITY	1,395.00								
Scholarship Award Funds for Karissa Jenkins, Student ID: 001545003				1,395.00								
1	08/04/23	Scholarship	Karissa Jenkins	1,395.00			10		48520	840		10110
				Total for Vendor:	1,395.00							
2304	22098S	1073	INSPECT LLC	12,980.88								
Monthly Plumbing Inspections, 60% of Total				12,980.88								
1	Jul 2023	08/01/23	Plumbing Inspections	12,980.88			10		41510	453		10110
				Total for Vendor:	12,980.88							

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Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
2322	22113S	1386 JAMES TYLER		1,200.00								
1	SAB230010	07/31/23 Summer Concert		1,200.00			10	51	41810	598		10110
		Total for Vendor:		1,200.00								
2275	22076S	1374 MADYSSON JUNGENSENBERG		61.60								
1	07/10/23	Kerry Derose Payment		61.60			10		44022	352		10110
		Total for Vendor:		61.60								
2287	22077S	583 MASTERCARD		1,156.18								
1	07/10/23	Qualls		513.13			10		41810	611		10110
2	07/10/23	Little		643.05			10		41540	611		10110
		Total for Vendor:		1,156.18								
2293	22078S	642 NAPA AUTO PARTS		157.59								
1	093504	07/28/23 Battery and Core Deposit		157.59			10		41540	437		10110
		Total for Vendor:		157.59								
2276	22079S	656 OFFICE SAVERS ONLINE		235.96								
1	9697	07/26/23 Copy Paper		117.98			10		41810	611		10110
2	9698	07/26/23 Copy Paper		117.98			10		41810	611		10110
		Total for Vendor:		235.96								
2307	22099S	670 PATHWAY CONCRETE & LANDSCAPING		7,500.00								
1	124	07/31/23 Splashpad		7,500.00			10	706	45110	738		10110
2318	22114S	670 PATHWAY CONCRETE & LANDSCAPING		35,795.50								
1	126	08/02/23 Splashpad Additions		35,795.50			10	706	45110	738		10110
		Total for Vendor:		43,295.50								
2277	22080S	686 PORTAPROS LLC		516.60								
1	112049AM-1	07/21/23 River Walk		516.60			10		41540	411		10110
2306	22100S	686 PORTAPROS LLC		124.30								
1	126531B-1	07/28/23 Star Middle School		124.30			10		41540	411		10110

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Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2316	22115S	686	PORTAPROS LLC	260.00						
1	1214350-1	08/03/23	Dog Park	260.00			10	41540	411	10110
			Total for Vendor:	900.90						
2305	22101S	693	PROTECT YOUTH SPORTS	43.35						
2	1083349	07/31/23	City Processing	43.35			10	41810	355	10110
			Total for Vendor:	43.35						
2308	22102S	1037	RIMI INC	14,031.75						
			Mechanical Inspections, 60% of total							
1	Jul 2023	08/01/23	Mechanical Inspections	14,031.75			10	41510	455	10110
			Total for Vendor:	14,031.75						
2278	22081S	727	RON WESTON	148.16						
1	07/18/23	Reimburse Field/Sports Equip		41.10			10	44021	612	10110
2	07/18/23	Reimburse Rec Bldg Supplies		107.06			10	44022	612	10110
			Total for Vendor:	148.16						
2279	22082S	1238	ROYALTY ELECTRIC LLC	1,792.00						
1	23028-4	06/21/23	Rec Center	1,792.00			10	850 45110	741	10110
			Total for Vendor:	1,792.00						
2280	22083S	777	SILVER CREEK SUPPLY	262.94						
1	6042-001	07/25/23	Grounds Supplies	49.58			10	41540	613	10110
2	1100-001	07/25/23	Globe Valve	213.36			10	41540	611	10110
			Total for Vendor:	262.94						
2317	22116S	796	SPECIALTY CONSTRUCTION SUPPLY	265.68						
1	0233346-IN	08/01/23	Fence and ties	265.68			10	41540	435	10110
			Total for Vendor:	265.68						
2309	22103S	811	STAR FIRE DEPARTMENT	74,472.98						
1	Jul 2023	08/01/23	Star Fire Impact Fees	74,472.98			10	41510	734	10110
			Total for Vendor:	74,472.98						

* ... Over spent expenditure

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2284	22084S	812 STAR MERCANTILE INC		344.54								
1	06/30/23	Supplies		344.54			10		41540	611		10110
			Total for Vendor:	344.54								
2286	22085S	818 STAR STORAGE LLC		330.00								
3	07/28/23	Unit C04 August		175.00			10		41810	699		10110
4	07/28/23	Unit C08 August		155.00			10		41810	699		10110
			Total for Vendor:	330.00								
2285	22086S	820 STAR VETERINARY CLINIC		1,400.00								
1	Contract 07/28/23	Animal Control Svcs July 202		1,400.00			10		42150	364		10110
			Total for Vendor:	1,400.00								
2281	22087S	889 TITAN EXCAVATION & CONSTRUCTION		7,386.50								
1	Job 3343 07/11/23	Pavillion Splash Pad Util App		7,386.50			10	706	45110	738		10110
			Total for Vendor:	7,386.50								
2328	22117S	898 TREASURE VALLEY COFFEE		65.90								
2	09581458 08/01/23	Rec Dept Water		13.40			10		44022	611		10110
4	09581362 08/01/23	Bldg Maint Coffee		52.50			10		41540	611		10110
			Total for Vendor:	65.90								
2319	22118S	938 VOLTLINE MEDIA		900.00								
1	0015 07/19/23	Labor & Equip Movie Night		1,055.00			10	52	41810	598		10110
2	0015 07/19/23	Repeat Customer Discount		-155.00			10	52	41810	598		10110
			Total for Vendor:	900.00								
2324	22119S	1129 WESTERN HEATING & AIR		1,771.00								
1	166908746 08/01/23	Maintenance Membership		1,771.00			10		41540	344		10110
			Total for Vendor:	1,771.00								
2327	22120S	949 WESTERN RECORDS DESTRUCTION		60.00								
		Services from 07/01/23 - 07/31/23										
1	0650277 08/01/23	02-64 Gallon City Hall		60.00			10		41810	411		10110
			Total for Vendor:	60.00								

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2310	22104S	952 WHITMAN & ASSOC INC		89,027.77								
1	2023-7	08/01/23 Building Inspections - July		89,027.77			10		41510	452		10110
		Total for Vendor:		89,027.77								
2325	22121S	962 XEROX		141.18								
		Meter Read from 06/21/23 - 07/21/23										
2	019418040	08/01/23 Meter Usage		141.18			10		41810	742		10110
		Total for Vendor:		141.18								
2283	22088S	1385 YMC		526.44								
1	07/21/23	Refund - Cancelled Permit		526.44			10		41510	698		10110
		Total for Vendor:		526.44								
2315	22122S	963 YORGASON LAW OFFICES PLLC		3,522.93								
1	Contract	07/01/23 City Attorney Monthly Servic		3,500.00			10		41310	322		10110
2	Jul 2023	07/01/23 City Attorney Additional Svc		22.93			10		41310	322		10110
		Total for Vendor:		3,522.93								
2311	22105S	1308 YOUNG ELEVATOR INC		150.00								
1	193 07/31/23	Service Maintenance		150.00			10		41810	431		10110
		Total for Vendor:		150.00								
2282	22089S	966 ZOOM		40.00								
1	211660098	07/22/23 Cloud Recording		40.00			10		41810	570		10110
		Total for Vendor:		40.00								
		# of Claims	58	Total:	524,050.79			# of Vendors	51			


** This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted. **



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: City of Star, Planning and Zoning Department 

MEETING DATE: August 15, 2023

FILE(S) #: FP-23-08, Final Plat, Cresta Del Sol Subdivision Phase 3
FP-23-09, Final Plat, Cresta Del Sol Subdivision Phase 4
FP-23-10, Final Plat, Cresta Del Sol Subdivision Phase 5

REQUEST

Applicant is seeking approval of the Final Plats for Cresta Del Sol Subdivision Phases 3, 4 and 5 (Preliminary Plat approved as Moyle Village Subdivision). Phase 3 consists of 72 residential lots and 19 common lots on 24.93 acres. Phase 4 consists of 49 residential lot and 13 common lots on 18.41 acres. Phase 5 consists of 27 residential lots and 2 common lots on 9.4 acres. Phase 3 is located at the southwest corner of the approved preliminary plat. Phase 4 is located on the east side of the approved preliminary plat and Phase 5 is located in the west center of the approved preliminary plat, at 9594 W. Beacon Light Road in Star, Idaho. The subject property is generally located on the north side of W. Beacon Light Road, west of N. Pollard Lane in Star, Idaho. Ada County Parcel No. R865420020.

APPLCIANT/REPRESENTATIVE:

Toll Southwest LLC
3103 W. Sheryl Drive
Meridian, Idaho 83642

OWNER:

Toll Southwest LLC
3103 W. Sheryl Drive
Meridian, Idaho 83642

PROPERTY INFORMATION

Land Use Designation - Residential R-3-DA

	<u>Phase 3</u>	<u>Phase 4</u>	<u>Phase 5</u>
Acres -	24.93 acres	18.41 acres	9.4 acres
Residential Lots -	72	49	27
Common Lots -	19	13	2
Commercial Lots -	0	0	0

HISTORY

- December 15, 2020 Council approved applications for Moyle Estates No. 2, Annexation and Zoning of R-3-DA (AZ-20-18), Development Agreement (DA-20-22) and Preliminary Plat (PP-20-15).
- May 4, 2021 Council approved the Final Plat (FP-21-08) application for Cresta Del Sol No. 1.
- June 1, 2021 Council approved the Final Plat (FP-21-11) application for Cresta Del Sol No. 2.
- June 1, 2021 Council approved the Preliminary Plat (PP-21-06) for Moyle Village, which later became additional phases of Cresta Del Sol.

GENERAL DISCUSSION

The applicant is requesting approval of the Final Plat for Phase 3 of Cresta Del Sol Subdivision consisting of 72 residential lots and 19 common lots on 24.93 acres, Phase 4 consisting of 49 residential lots and 13 common lots on 18.41 acres and Phase 5 consisting of 27 residential lot sand 2 common lots on 9.4 acres.

The Final Plat layout for Phase 3, Phase 4 and Phase 5 generally complies with the approved Preliminary Plat, which was originally approved as Moyle Village.

Original Preliminary Plat Review:

- Site Data: All Phases – Moyle Village
- Total Acreage of Site – 52.23 acres
- Total Number of Lots – 176 lots
- Total Number of Residential Lots – 149 lots
- Total Number of Common Lots – 27 lots
- Total Number of Commercial Lots – None
- Type of Units – Single Family Units
- Dwelling Units Per Gross Acre – 2.85 Units per acre
- Total Acreage of Common Lots – 8.60 acres
- Percent of Site as Common Area – 16.47%

General Site Design Features:

Landscaping

The landscape plan submitted was approved as far as the locations. However, the UDC, Chapter 4, Section B-7 C-3 Street Trees, states that a minimum density of one (1) tree per thirty-five (35) linear feet is required. The submitted landscape plan appears to satisfy this requirement.

Amenities

The current Unified Development Code, Section 8-4E-2 requires a development of this size to have 5 amenities. The applicant is proposing a 1.99-acre central common area with a pool, pickleball courts, pathways, and parking. A 1.80 open space with pathways and benches. A five-foot-wide pathway along the Farmer's Union canal and a micro path that will connect to the development on the west.

Street Design:

Streets

Streets are proposed to be public, measure 36 feet from back of curb to back of curb and reside in a 48-foot right-of-way. This satisfies Section 8-4D-34B(4) of the Unified Development Code.

Sidewalks

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

Streetlights

Streetlights shall reflect the "Dark Sky" criteria with all lighting. The same streetlight design shall continue throughout the entire development. The applicant will need to submit a plan and valid design for City approval prior to signing the mylar.

Street Names

Street names have been approved by the Ada County Street Naming Committee and are reflected accordingly on the final plat application.

Staff Analysis of Final Plat Submittal:

The submitted preliminary plat consisted of 149 residential lots and 27 common lots. Phase 3 has 72 residential lots. Phase 4 has 50 residential lots which equals 123 residential lots. Phase 5 has 27 residential lots for a grand total of 149 residential lots and providing a full build out for Cresta Del Sol.

Lot Layout – The gross density of Phase 3 is 2.93 du/acre. The gross density of Phase 4 is 2.72 du/acre. The gross density of Phase 5 is 2.76 du/ac. The combined gross density of all three phases is 2.85 du/acre. The Final Plat indicates lot sizes range in size from 9,450 square feet to 18,376 square feet. The average buildable lot is 10,648 square feet. This is in line with the approved preliminary plat.

Common/Open Space and Amenities – Phase 1 contains the majority of the open space for this development with a total of 2.23 acres or 14.77% usable. Phase 2 contains 0.5 acres of open space, and the entire development will have detached sidewalks with 8-foot landscape strips. The overall open space submitted on the final plat applications for Phases 1 & 3 satisfy section 8-4E-2 of the Unified Development Code.

Landscaping - Landscaping as required by the Unified Development Code, Street Trees; the minimum density of one (1) tree per thirty-five (35) linear feet is required. The landscaping plan , as submitted appears to satisfy this requirement. Common Area landscape requirements call for one deciduous shade tree per 4,000 square feet. The plan as submitted meets these requirements.

Setbacks – The applicant has requested setback waivers for specific lots. Interior side setbacks of 5 feet for both 1 and 2 story homes on Lots 2 through 21 of Block 9, Lots 2 through 8 of Block 7 and Lots 16-24 of Block 2, to more closely align with the setbacks approved for the Trident Ridge Subdivision.

The Council did require specific setbacks for some lots to more closely align with the neighboring developments. Lots 2 through 10 of Block 5 and Lots 2 through 6 of Block 12 shall have a minimum of a 20-foot rear setback. All others in the development will adhere to current requirements of the R-3 zone.

Mailbox Clusters – The Star Postmaster, Mel Norton has approved the location of the mailbox clusters for this development in Phase 1. They are to be located on the southwest corner of Lot 1, Block 3, Phase 1, facing southwest and accessible from the street. This letter of approval was part of the applicant’s submittal package for that phase.

Street Names – Applicant has provided documentation from Ada County that the proposed street names have been approved. Correct street names are reflected on the final plat.

Subdivision Name – Applicant has provided documentation from Ada County that the subdivision name for future phases of Cresta Del Sol was changed from Moyle Estates Sub No. 2. That documentation is part of the final plat application.

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

Streetlights – Applicant has provided a streetlight design cut sheet that matches the preferred residential light for the City of Star. The Streetlight plan submitted with the final plat application appears to meet code for light locations.

PUBLIC NOTIFICATIONS

Notifications of this application were sent to agencies having jurisdiction on October 28, 2021.

None

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. **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 \$289.53 per buildable lot within each phase prior to signature on the final plat for the applicable phase, capped at \$43,139.97. The City will allocate funds to roadway improvements in the vicinity of the project. Phase 3 has 72 residential lots for a fee of \$20,846.16 (72 x \$289.53). Phase 4 has 49 residential lots for a fee of \$14,186.97 (49 x \$289.53). Phase 5 has 27 residential lots for a fee of \$7,817.34 (27 x \$289.53) Total for phases 3, 4 & 5 is \$43,139.97.**
- 2. The approved Final Plat for Cresta Del Sol Subdivision Phase 3, Phase 4 and Phase 5 shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
- 3. All public streets shall have a minimum street width of 36’ and shall be constructed to ACHD standards.
- 4. Council approves reduced side yard setbacks to 5-feet for one and two-story homes along the western boundary for a total of 35 lots (Lots 2-21, Block 9, Lots 2-8, Block 7 and Lots 16-24, Block 2 of approved Preliminary Plat). Lots with reduced setbacks will include enhanced landscaping in the front and side yards, to referenced on revised Landscape Plan.
- 5. Coordinate animal friendly fencing on the property line with the owners of 3985 N. Pollard Lane and 9800 w. Beacon Light Road.
- 6. One lot shall be removed between lots 3-6, Block 2 of the approved Preliminary Plat with remaining lots being widened equally.

7. Lots 2-10, Block 5 and Lots 2-6, Block 12 shall have a 20-foot rear yard setback.
8. Lot 1, Block 1 to be dedicated to the property owner at 9600 W. Beacon Light Road shall include an interim access easement prior to recording of the first phase of the subdivision and shall be recognized as an agricultural lot to be used in conjunction with the un-platted out-parcel at 9600 W. Beacon Light Road.
9. Public access shall be dedicated for the 5-foot pathway located adjacent to the Farmers Union Canal. This pathway shall be paved.
10. The stub street located to the east between Lots 10, Block 5 and Lot 2, Block 12 of the approved Preliminary Plat shall be removed, if approved by ACHD. The owner shall work with ACHD to remove the stub.
11. All approvals relating to hillside issues and requirements shall be completed and approved by the City Engineer **prior to submittal of the final plat. Construction of any kind is prohibited prior to approval.**
12. 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.
13. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
14. 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.
15. 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)
16. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
17. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision and shall be maintained by the Homeowners Association. Streetlights shall be installed and energized prior to issuing building permits. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting.
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.
19. 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.
20. 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.)
21. 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.
22. 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.
23. A separate sign application is required for any subdivision sign.
24. As built plans for pressurized irrigation systems shall be submitted to the City of Star **prior to signature of the final plat.**

- 25. Applicant shall provide the City with one (1) full size and one (1) 11"x17" copy of the signed recorded final plat with all signatures, prior to any building permits being issued.
- 26. 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.
- 27. 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.
- 28. A copy of signed irrigation agreements shall be submitted to the City **prior to signature of the final plat.**
- 29. All common areas shall be maintained by the Homeowners Association.
- 30. 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.**
- 31. A copy of the recorded CC&R's shall be submitted to the City of Star prior to any building permits being issued.
- 32. **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.
- 33. The applicant shall agree to install conduit in their utility trenches to be used for fiber at a later date to provide high speed internet access for the development. Conduit should be a minimum size of 2-inch diameter, or larger as needed.**
- 34. Any additional Condition of Approval as required by Staff and City Council.

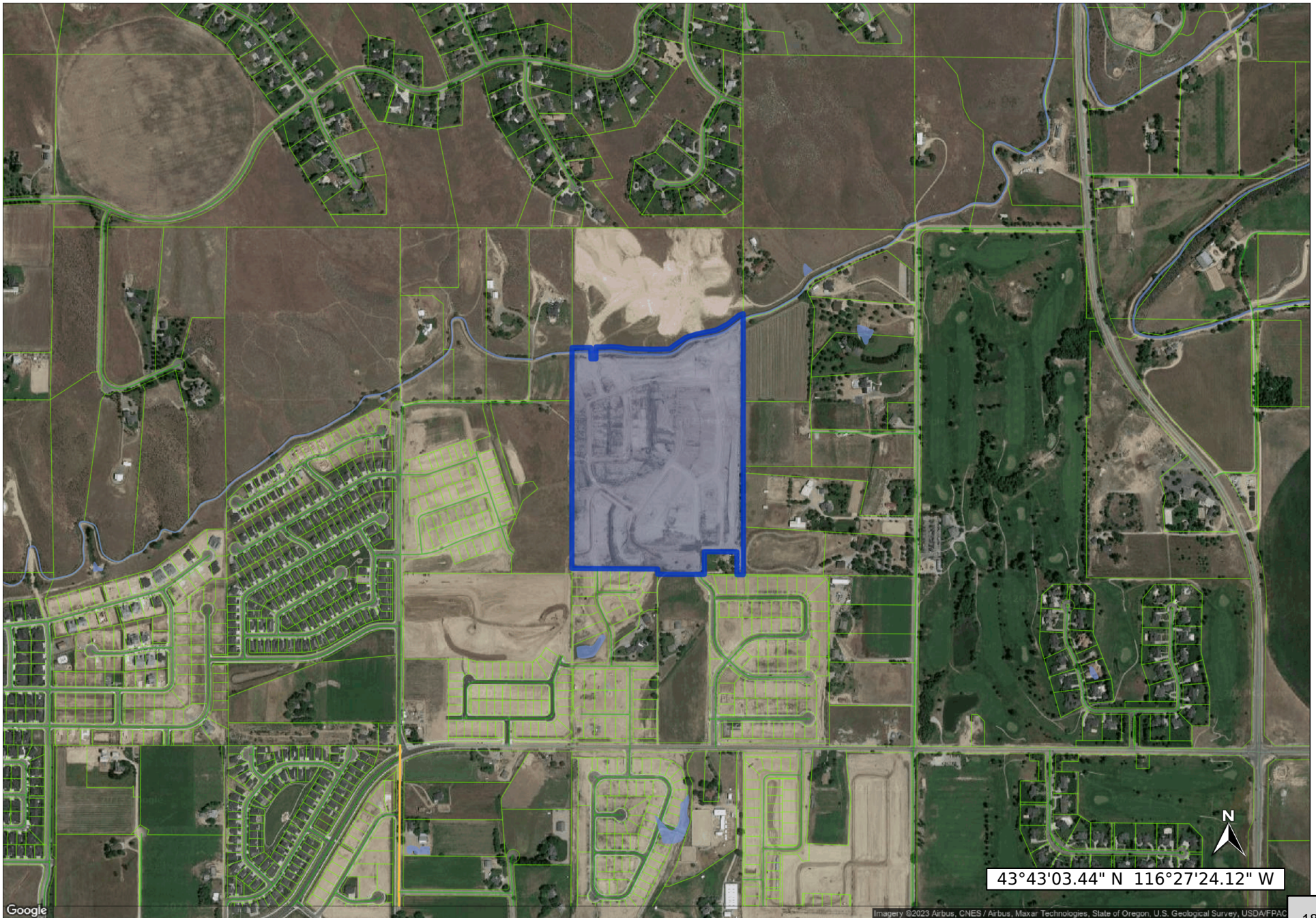
COUNCIL DECISION

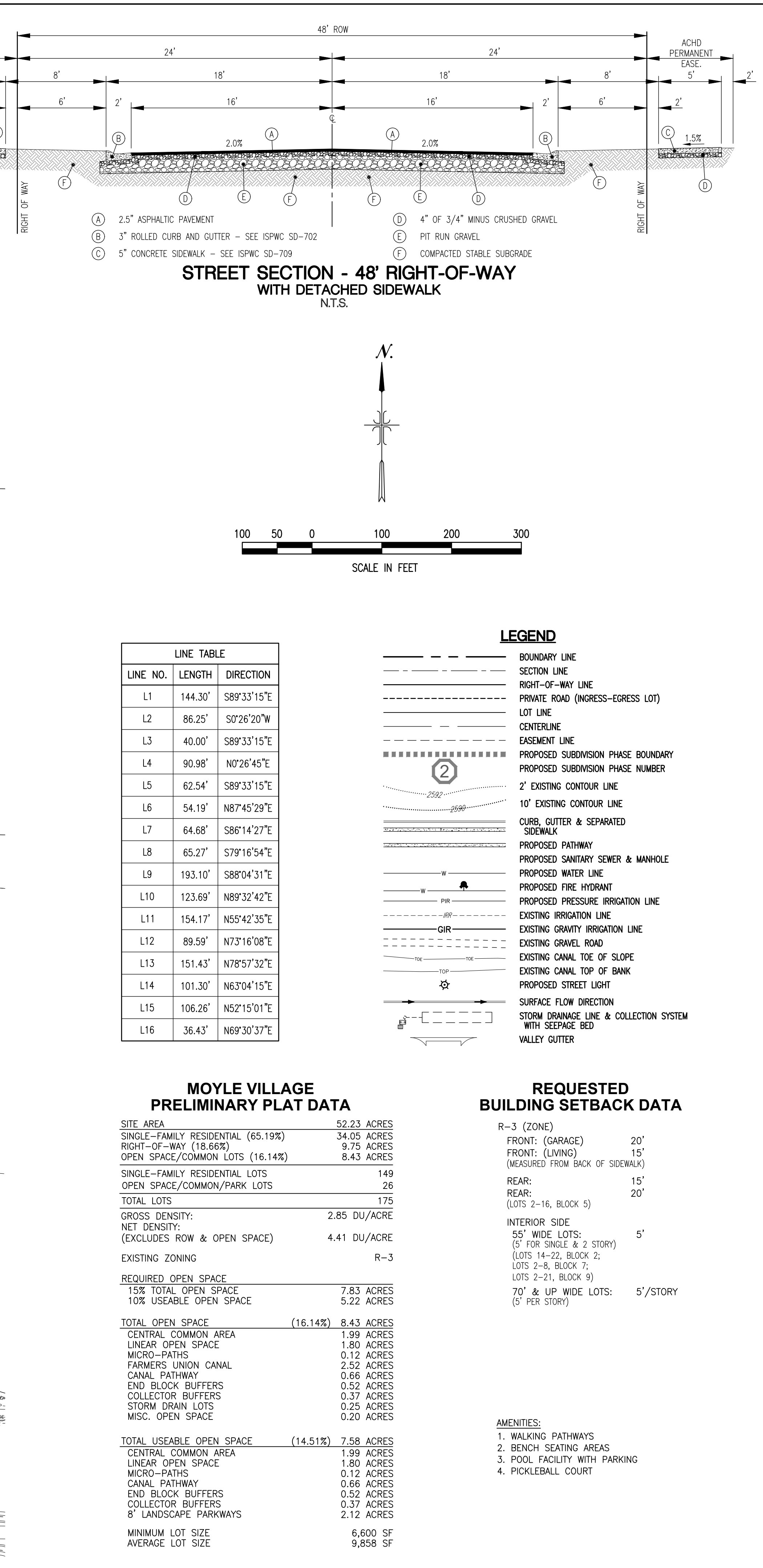
The Star City Council _____ File # FP-23-08, FP-23-09 and FP-23-10 for Cresta Del Sol Subdivision, Final Plat, Phases 3, 4 and 5 on _____, 2023.

Cresta Del Sol Subdivision

Phases 3 - 5 Vicinity Map

Section 5, Item B.





SCALE	1"=100'
DWG. DATE	03/31/21 rls
PROJ. NO.	201116
SHEET	2 OF 3
PRE-1	
/201116-PRE.DWG	

SCALE	1"=100'
DWG. DATE	03/31/21 rls
PROJ. NO.	201116
SHEET	2 OF 3
PRE-1	
/201116-PRE.DWG	



FINAL PLAT APPLICATION

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

FILE NO.: FP-23-08
Date Application Received: 6-23-2023 Fee Paid: \$3210.00
Processed by: City: Barbara Norgrove

Applicant Information:

PRIMARY CONTACT IS: Applicant Owner Representative ✓

Applicant Name: Toll Southwest LLC
Applicant Address: 3103 W. Sheryl Dr., Suite 100, Meridian, ID Zip: 83642
Phone: 208.424.0020 Email: acapell@tollbrothers.com

Owner Name: Toll Southwest LLC
Owner Address: _____ Zip: _____
Phone: _____ Email: _____

Representative (e.g., architect, engineer, developer):
Contact: Kyle Prewett Firm Name: Toll Brothers
Address: 3103 W. Sheryl Dr., Suite 100, Meridian, ID Zip: 83642
Phone: 208.576.3625 Email: kprewett@tollbrothers.com

Property Information:

Subdivision Name: Cresta Del Sol Subdivision Phase: 3
Parcel Number(s): S0332141820

Approved Zoning: R3 Units per acre: 2.88

Total acreage of phase: 24.93 Total number of lots: 91

Residential: 72 Commercial: 0 Industrial: 0

Common lots: 19 Total acreage of common lots: 3.94 Percentage: 14.11

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

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

Changes from approved preliminary plat pertaining to this phase:

	Preliminary Plat	Final Plat
Number of Residential Lots:	<u>72</u>	<u>72</u>
Number of Common Lots:	<u>17</u>	<u>19</u>
Number of Commercial Lots:	<u>0</u>	<u>0</u>
Roads:	<u>8</u>	<u>8</u>

Amenities: Playground Walking Paths
Pool Pool House

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

Subdivision Name: N/A Phase: _____

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

- 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.
- 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.: _____
- 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 (✓)
✓	Completed and signed copy of Final Plat Application	
✓	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.	
✓	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. 	
✓	Electronic copy of legal description of the property (word.doc and pdf version with engineer's seal and closure sheet)	
✓	Electronic copy of current recorded warranty deed for the subject property	
✓	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.	
✓	Electronic copy of subdivision name approval from Ada County Surveyor's office.	
✓	Copy of the "final" street name evaluation/approval or proof of submittal request from Ada County Street Naming	
✓	Electronic copy of vicinity map showing the location of the subject property	
✓	One (1) 24" X 36" paper copy of the Final Plat & Electronic Copy**	
✓	One (1) 11" X 17" paper copy of the Final Plat	
✓	Electronic copy of the Final landscape plan**	

✓	One (1) 11" X 17" copy of the Final landscape plan	Section 5, Item B.
✓	Electronic copy of site grading & drainage plans** See Civil Improvement Plans	
✓	Electronic copy of originally approved Preliminary Plat**	
✓	Electronic copy of a Plat with all phases marked with changes, if applicable**	
✓	Electronic copy of final engineering construction drawings, stamped and signed by a registered engineer**	
N/A	Storm drainage calculations must be submitted for <u>private</u> streets/drives and parking areas within subdivisions**	
✓	Electronic copy of streetlight design and location information See Civil Improvement Plans	
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	
✓	Electronic copy of the proposed Covenants, Conditions, & Restrictions (CC&R's)	
✓	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>	
✓	Upon Recording of Final Plat, the applicant shall submit the following to the Planning Department prior to building permit issuance: <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. 	
	**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.*

Kyle Prewett

Applicant/Representative Signature

6/23/23

Date



FINAL PLAT APPLICATION

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

FILE NO.: FP-23-09
Date Application Received: 6-23-2023 Fee Paid: \$2920.00
Processed by: City: Barbara Norgrove

Applicant Information:

PRIMARY CONTACT IS: Applicant Owner Representative ☒

Applicant Name: Toll Southwest LLC
Applicant Address: 3103 W. Sheryl Dr., Suite 100, Meridian, ID Zip: 83642
Phone: 208.424.0020 Email: acapell@tollbrothers.com

Owner Name: Toll Southwest LLC
Owner Address: _____ Zip: _____
Phone: _____ Email: _____

Representative (e.g., architect, engineer, developer):
Contact: Kyle Prewett Firm Name: Toll Brothers
Address: 3103 W. Sheryl Dr., Suite 100, Meridian, ID Zip: 83642
Phone: 208.576.3625 Email: kprewett@tollbrothers.com

Property Information:

Subdivision Name: Cresta Del Sol Subdivision Phase: 4
Parcel Number(s): S0332141820

Approved Zoning: R3 Units per acre: 2.66

Total acreage of phase: 18.43 Total number of lots: 62

Residential: 49 Commercial: 0 Industrial: 0

Common lots: 13 Total acreage of common lots: 2.82 Percentage: 15.30

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

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

Changes from approved preliminary plat pertaining to this phase:

	Preliminary Plat	Final Plat
Number of Residential Lots:	<u>50</u>	<u>49</u>
Number of Common Lots:	<u>10</u>	<u>13</u>
Number of Commercial Lots:	<u>0</u>	<u>0</u>
Roads:	<u>5</u>	<u>6</u>

Amenities: Walking Paths Open Space

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

Subdivision Name: N/A Phase: _____

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

- 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.
- 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.: _____
- 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 (✓)
✓	Completed and signed copy of Final Plat Application	
✓	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.	
✓	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. 	
✓	Electronic copy of legal description of the property (word.doc and pdf version with engineer's seal and closure sheet)	
✓	Electronic copy of current recorded warranty deed for the subject property	
✓	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.	
✓	Electronic copy of subdivision name approval from Ada County Surveyor's office.	
✓	Copy of the "final" street name evaluation/approval or proof of submittal request from Ada County Street Naming	
✓	Electronic copy of vicinity map showing the location of the subject property	
✓	One (1) 24" X 36" paper copy of the Final Plat & Electronic Copy**	
✓	One (1) 11" X 17" paper copy of the Final Plat	
✓	Electronic copy of the Final landscape plan**	

✓	One (1) 11" X 17" copy of the Final landscape plan	Section 5, Item B.
✓	Electronic copy of site grading & drainage plans** See Civil Improvement Plans	
✓	Electronic copy of originally approved Preliminary Plat**	
✓	Electronic copy of a Plat with all phases marked with changes, if applicable**	
✓	Electronic copy of final engineering construction drawings, stamped and signed by a registered engineer**	
N/A	Storm drainage calculations must be submitted for <u>private</u> streets/drives and parking areas within subdivisions**	
✓	Electronic copy of streetlight design and location information See Civil Improvement Plans	
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	
✓	Electronic copy of the proposed Covenants, Conditions, & Restrictions (CC&R's)	
✓	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>	
✓	Upon Recording of Final Plat, the applicant shall submit the following to the Planning Department prior to building permit issuance: <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. 	
	**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.*

Kyle Prewett

Applicant/Representative Signature

6/23/23

Date



FINAL PLAT APPLICATION

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

FILE NO.: **FP-23-10**
Date Application Received: **6-23-2023** Fee Paid: **\$2590.00**
Processed by: City: **Barbara Norgrove**

Applicant Information:

PRIMARY CONTACT IS: Applicant Owner Representative ☒

Applicant Name: Toll Southwest LLC
Applicant Address: 3103 W. Sheryl Dr., Suite 100, Meridian, ID Zip: 83642
Phone: 208.424.0020 Email: acapell@tollbrothers.com

Owner Name: Toll Southwest LLC
Owner Address: _____ Zip: _____
Phone: _____ Email: _____

Representative (e.g., architect, engineer, developer):
Contact: Kyle Prewett Firm Name: Toll Brothers
Address: 3103 W. Sheryl Dr., Suite 100, Meridian, ID Zip: 83642
Phone: 208.576.3625 Email: kprewett@tollbrothers.com

Property Information:

Subdivision Name: Cresta Del Sol Subdivision Phase: 5
Parcel Number(s): S0332141820

Approved Zoning: R3 Units per acre: 2.87

Total acreage of phase: 9.40 Total number of lots: 29

Residential: 27 Commercial: 0 Industrial: 0

Common lots: 2 Total acreage of common lots: 1.62 Percentage: 17.23

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

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

Changes from approved preliminary plat pertaining to this phase:

	Preliminary Plat	Final Plat
Number of Residential Lots:	<u>27</u>	<u>27</u>
Number of Common Lots:	<u>2</u>	<u>2</u>
Number of Commercial Lots:	<u>0</u>	<u>0</u>
Roads:	<u>3</u>	<u>3</u>

Amenities: Walking Paths Open Space

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

Subdivision Name: N/A Phase: _____

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

- 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.
- 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.: _____
- 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 (✓)
✓	Completed and signed copy of Final Plat Application	
✓	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.	
✓	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. 	
✓	Electronic copy of legal description of the property (word.doc and pdf version with engineer's seal and closure sheet)	
✓	Electronic copy of current recorded warranty deed for the subject property	
✓	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.	
✓	Electronic copy of subdivision name approval from Ada County Surveyor's office.	
✓	Copy of the "final" street name evaluation/approval or proof of submittal request from Ada County Street Naming	
✓	Electronic copy of vicinity map showing the location of the subject property	
✓	One (1) 24" X 36" paper copy of the Final Plat & Electronic Copy**	
✓	One (1) 11" X 17" paper copy of the Final Plat	
✓	Electronic copy of the Final landscape plan**	

✓	One (1) 11" X 17" copy of the Final landscape plan	Section 5, Item B.
✓	Electronic copy of site grading & drainage plans** See Civil Improvement Plans	
✓	Electronic copy of originally approved Preliminary Plat**	
✓	Electronic copy of a Plat with all phases marked with changes, if applicable**	
✓	Electronic copy of final engineering construction drawings, stamped and signed by a registered engineer**	
N/A	Storm drainage calculations must be submitted for <u>private</u> streets/drives and parking areas within subdivisions**	
✓	Electronic copy of streetlight design and location information See Civil Improvement Plans	
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	
✓	Electronic copy of the proposed Covenants, Conditions, & Restrictions (CC&R's)	
✓	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>	
✓	Upon Recording of Final Plat, the applicant shall submit the following to the Planning Department prior to building permit issuance: <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. 	
	**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.*

Kyle Prewett

Applicant/Representative Signature

6/23/23

Date

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	72.36	200.00	20°43'45"	S43°38'08"E	71.96

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°19'30"E	17.17
L2	N0°41'52"W	48.17
L3	N2°34'00"E	66.07
L4	N1°27'26"E	42.92
L5	N0°49'20"E	30.18
L6	N0°48'27"E	25.90
L7	N1°36'25"E	64.08
L8	N1°07'10"E	22.68
L9	N0°01'23"E	20.22
L10	N1°17'38"W	26.13
L11	N1°27'14"E	17.22
L12	N0°33'54"E	42.91
L13	S0°26'45"W	86.25
L14	S89°33'15"E	40.00
L15	N0°26'45"E	90.98
L16	S0°30'00"W	173.01
L17	N89°30'00"W	57.09
L18	S56°45'09"W	15.03
L19	S54°00'00"E	173.44
L20	S0°26'45"W	174.24

PLAT SHOWING *CRESTA DEL SOL SUBDIVISION NO.3*

A PORTION THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF
THE NE1/4 OF SECTION 32, T.5N., R.1W., B.M., CITY OF STAR,
ADA COUNTY, IDAHO
2023

NOTES

- ALL LOT LINES COMMON TO PUBLIC STREETS ARE HEREBY DESIGNATED TO HAVE A SEVENTEEN (17) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. ALL LOT LINES COMMON TO PRIVATE STREETS ARE HEREBY DESIGNATED TO HAVE A SEVENTEEN (10) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF PROPER HARD-SURFACED DRIVEWAYS AND WALKWAYS FOR ACCESS TO EACH INDIVIDUAL LOT.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A FIVE (5) FOOT PERMANENT EASEMENT ON EACH SIDE OF THE INTERIOR SIDE LOT LINES, AND TWELVE (12) FOOT PERMANENT EASEMENT CONTIGUOUS TO ALL REAR LOT LINES, FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. ALL OTHER EASEMENTS ARE AS SHOWN.
- 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.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- IRRIGATION WATER HAS BEEN PROVIDED BY THE OWNER THROUGH A PRESSURIZED IRRIGATION SYSTEM, TO BE OWNED AND MAINTAINED BY THE CRESTA DEL SOL SUBDIVISION HOMEOWNER'S ASSOCIATION IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE FARMERS UNION DITCH COMPANY.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY OR THE HOMEOWNER ASSOCIATION.
- LOT 69, BLOCK 1; LOTS 1, 13 AND 23 BLOCK 4; LOT 1, BLOCK 5; LOT 1, BLOCK 6; LOT 1, BLOCK 7; LOTS 1 AND 7, BLOCK 8; LOT 1, BLOCK 9; LOTS 1 AND 9, BLOCK 10; LOTS 1 AND 2, BLOCK 11; LOTS 1 AND 13, BLOCK 12; LOTS 1 AND 13, BLOCK 13; LOT 1, BLOCK 14 ARE DESIGNATED AS COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE CRESTA DEL SOL SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ITS ASSIGNS. SAID LOTS ARE COVERED BY BLANKET EASEMENTS FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE.
- 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 WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
- LOTS 1, 2, 22 AND 23, BLOCK 4; LOTS 1, 6, 7 AND 8, BLOCK 5; LOTS 6, 7 AND 8, BLOCK 8; LOTS 1, 2 AND 3, BLOCK 12 ARE SERVIENT TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN 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.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
- LOT 1, BLOCK 11 AND LOT 13, BLOCK 12 ARE SUBJECT TO IRRIGATION EASEMENT AS DELINEATED AND REFERENCED FOR THE BENEFIT OF THE FARMERS UNION DITCH COMPANY AND DOWN STREAM NEIGHBORS.
- A PORTION OF LOTS 1-9 AND 11-13, BLOCK 12; LOTS 1-14, BLOCK 13; LOTS 1 AND 2, BLOCK 14 ARE SUBJECT TO A PRESSURE IRRIGATION EASEMENT, RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA, COUNTY, IDAHO.

LEGEND

○	FOUND 5/8" IRON PIN, AS NOTED
⊙	FOUND BRASS CAP MONUMENT
●	FOUND ALUMINUM CAP MONUMENT
•	SET 1/2 IRON PIN, PLS 11779
•	SET 5/8" IRON PIN, PLS 11779
△	CALCULATED POINT, NOTHING FOUND OR SET
---	SUBDIVISION BOUNDARY LINE
---	LOT LINE
---	SECTION LINE
---	RIGHT-OF-WAY LINE
---	CENTERLINE
---	EASEMENT LINE
---	SIDEWALK EASEMENT LINE
---	IRRIGATION EASEMENT (NOTE 12)
---	ACHD STORM DRAIN EASEMENT (NOTE 10)
---	PRESSURE IRRIGATION EASEMENT (NOTE 13)
①	LOT NUMBER



SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HERON. THE PROPERTY IS ADJACENT TO NASH ESTATES SUBDIVISION, KARMA CREST ESTATES SUBDIVISION AND UNPLATTED LANDS. THE SUBJECT PROPERTY IS ALSO A PORTION OF THE PROPERTY SHOWN ON ROS 7088. MONUMENTATION FOUND PER THESE PLATS AND RECORD OF SURVEY ARE IN SUBSTANTIAL AGREEMENT WITH THE MONUMENTATION SHOWN ON SAID PLATS AND SURVEY. SAID FOUND MONUMENTS WERE HELD AS CONTROLLING CORNERS FOR THIS PLAT.

BOOK

PAGE



IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 21-343-03
SHEET 1 OF 5

CRESTA DEL SOL SUBDIVISION NO.3

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	72.36	200.00	20°43'45"	S43°38'08"E	71.96
C2	61.09	180.00	19°26'45"	S9°16'38"E	60.80
C3	88.58	54.00	93°59'10"	S17°06'22"E	78.98
C4	38.42	54.00	40°45'59"	S9°30'14"W	37.62
C5	50.16	54.00	53°13'11"	S37°29'21"E	48.37
C6	11.02	14.00	45°05'57"	N41°32'58"W	10.74
C7	12.06	156.00	4°25'41"	S1°46'06"E	12.05
C8	2.29	156.00	0°50'21"	S0°01'34"W	2.29
C9	9.77	156.00	3°35'20"	S2°11'16"E	9.77
C10	126.96	54.00	134°42'41"	N20°40'17"W	99.67
C11	16.05	14.00	65°41'03"	S13°50'32"W	15.19
C12	55.71	38.00	84°00'00"	S29°00'00"W	50.85
C13	90.90	62.00	84°00'00"	S29°00'00"W	82.97
C14	26.14	62.00	24°09'10"	S58°55'25"W	25.94
C15	35.00	62.00	32°20'40"	S30°40'30"W	34.54
C16	29.76	62.00	27°30'10"	S0°45'05"W	29.48
C17	52.76	224.00	13°29'42"	N6°15'09"W	52.64
C18	47.11	200.00	13°29'42"	N6°15'09"W	47.00
C19	46.28	200.00	13°15'31"	N6°22'14"W	46.18
C20	0.83	200.00	0°14'11"	N0°22'37"E	0.83
C21	58.41	248.00	13°29'42"	N6°15'09"W	58.28
C22	11.80	248.00	2°43'33"	N11°38'13"W	11.80
C23	46.61	248.00	10°46'09"	N4°53'22"W	46.54
C24	31.42	20.00	90°00'00"	N45°29'42"E	28.28
C25	3.84	20.00	10°59'35"	N5°59'30"E	3.83
C26	27.58	20.00	79°00'25"	N50°59'30"E	25.44
C27	31.58	20.00	90°28'09"	N44°16'13"W	28.40
C28	15.65	20.00	44°49'17"	N67°05'40"W	15.25
C29	15.93	20.00	45°38'53"	N21°51'35"W	15.52
C30	31.17	20.00	89°18'05"	S45°50'40"W	28.11
C31	213.05	224.00	54°29'42"	S26°45'09"E	205.11
C32	193.59	224.00	49°31'02"	S24°15'49"E	187.62
C33	19.46	224.00	4°58'40"	S51°30'40"E	19.45
C34	175.45	248.00	40°32'01"	S19°18'09"E	171.81
C35	40.81	248.00	9°25'40"	S3°44'59"E	40.76
C36	57.22	248.00	13°13'12"	S15°04'25"E	57.09
C37	63.36	248.00	14°38'20"	S29°00'11"E	63.19
C38	14.05	248.00	3°14'48"	S37°56'45"E	14.05
C39	120.30	200.00	34°27'53"	S16°02'19"E	118.50
C40	28.12	20.00	80°34'09"	N0°42'55"E	25.86
C41	29.67	20.00	85°00'00"	S83°30'00"W	27.02
C42	20.94	20.00	60°00'00"	N84°00'00"W	20.00
C43	8.73	20.00	25°00'00"	S53°30'00"W	8.66
C44	87.66	124.00	40°30'18"	S20°44'51"W	85.85
C45	104.63	148.00	40°30'18"	S20°44'51"W	102.46
C46	60.33	148.00	23°21'23"	S29°19'18"W	59.91
C47	44.30	148.00	17°08'55"	S9°04'09"W	44.13
C48	70.69	100.00	40°30'18"	S20°44'51"W	69.23
C49	47.24	100.00	27°04'07"	S27°27'56"W	46.81
C50	23.45	100.00	13°26'11"	S7°12'47"W	23.40
C51	64.49	224.00	16°29'42"	S7°45'09"E	64.27
C52	42.90	248.00	9°54'44"	S4°27'40"E	42.85
C53	8.72	248.00	2°00'55"	S0°30'46"E	8.72
C54	34.18	248.00	7°53'49"	S5°28'08"E	34.15
C55	57.58	200.00	16°29'42"	S7°45'09"E	57.38

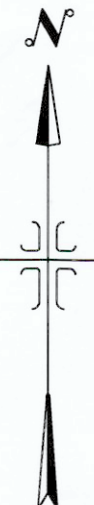
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C56	6.91	200.00	1°58'46"	S0°29'41"E	6.91
C57	50.67	200.00	14°30'56"	S8°44'32"E	50.53
C58	29.12	20.00	83°25'02"	N32°17'29"E	26.61
C59	34.63	124.00	16°00'00"	N8°00'00"W	34.51
C60	27.93	100.00	16°00'00"	N8°00'00"W	27.83
C61	41.33	148.00	16°00'00"	N8°00'00"W	41.20
C62	20.47	148.00	7°55'33"	N12°02'13"W	20.46
C63	20.86	148.00	8°04'27"	N4°02'13"W	20.84
C64	31.42	20.00	90°00'00"	N61°00'00"W	28.28
C65	55.57	199.00	16°00'00"	N82°00'00"E	55.39
C66	48.87	175.00	16°00'00"	N82°00'00"E	48.71
C67	62.27	223.00	16°00'00"	N82°00'00"E	62.07
C68	26.06	300.00	4°58'34"	N33°30'43"E	26.05
C69	23.97	276.00	4°58'34"	N33°30'43"E	23.96
C70	143.40	150.00	54°46'25"	N26°36'48"W	138.00
C71	78.54	150.00	30°00'00"	N39°00'00"W	77.65
C72	64.86	150.00	24°46'25"	N11°36'48"W	64.35
C73	120.45	126.00	54°46'25"	N26°36'48"W	115.92
C74	51.30	174.00	16°53'28"	N45°33'16"W	51.11
C75	35.42	174.00	11°39'52"	N5°03'31"W	35.36
C76	52.80	524.00	5°46'25"	S2°06'48"E	52.78
C77	50.38	500.00	5°46'25"	S2°06'48"E	50.36
C78	55.22	548.00	5°46'25"	S2°06'48"E	55.20
C79	30.80	324.00	5°26'45"	N2°16'38"W	30.78
C80	28.51	300.00	5°26'45"	N2°16'38"W	28.50
C81	33.08	348.00	5°26'45"	N2°16'38"W	33.06
C82	16.67	100.00	9°32'59"	S4°19'45"E	16.65
C83	16.47	124.00	7°36'43"	S1°43'10"E	16.46
C84	16.87	76.00	12°42'59"	S5°54'45"E	16.83
C85	35.14	624.00	3°13'35"	S87°36'48"E	35.13
C86	36.49	648.00	3°13'35"	S87°36'48"E	36.49
C87	20.39	648.00	1°48'12"	S88°19'29"E	20.39
C88	16.10	648.00	1°25'23"	S86°42'42"E	16.10
C89	33.79	600.00	3°13'35"	S87°36'48"E	33.78
C90	106.81	68.00	90°00'00"	S41°00'00"E	96.17
C91	69.12	44.00	90°00'00"	S41°00'00"E	62.23
C92	25.35	44.00	33°00'20"	S69°29'50"E	25.00
C93	43.77	44.00	56°59'40"	S24°29'50"E	41.99
C94	17.95	20.00	51°25'50"	S68°17'05"W	17.36
C95	134.53	54.50	141°25'50"	S68°42'55"E	102.88
C96	33.68	54.50	35°24'11"	N60°16'16"E	33.14
C97	46.83	54.50	49°14'07"	S77°24'35"E	45.41
C98	39.13	54.50	41°08'26"	S32°13'19"E	38.30
C99	14.89	54.50	15°39'06"	S3°49'33"E	14.84
C100	125.11	224.00	32°00'00"	S20°00'00"W	123.49
C101	8.84	224.00	2°15'41"	S34°52'10"W	8.84
C102	116.26	224.00	29°44'19"	S18°52'10"W	114.96
C103	89.29	248.00	20°37'45"	S14°18'53"W	88.81
C104	44.36	248.00	10°14'57"	S19°30'17"W	44.30
C105	44.93	248.00	10°22'48"	S9°11'24"W	44.87
C106	111.70	200.00	32°00'00"	S20°00'00"W	110.25
C107	73.30	200.00	21°00'00"	S14°30'00"W	72.89
C108	38.40	200.00	11°00'00"	S30°30'00"W	38.34

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°19'30"E	17.17
L2	N0°41'52"W	48.17
L3	N2°34'00"E	66.07
L4	N1°27'26"E	42.92
L5	N0°49'20"E	30.18
L6	N0°48'27"E	25.90
L7	N1°36'25"E	64.08
L8	N1°07'10"E	22.68
L9	N0°01'23"E	20.22
L10	N1°17'38"W	26.13
L11	N1°27'14"E	17.22
L12	N0°33'54"E	42.91
L13	S0°26'45"W	86.25
L14	S89°33'15"E	40.00
L15	N0°26'45"E	90.98
L16	S0°30'00"W	173.01
L17	N89°30'00"W	57.09
L18	S56°45'09"W	15.03
L19	S54°00'00"E	173.44
L20	S0°26'45"W	174.24
L21	N0°26'45"E	17.71
L22	N0°26'45"E	17.71
L23	S0°26'45"W	57.20
L24	N64°00'00"W	28.28
L25	S26°00'00"W	28.28
L26	N29°00'00"E	26.77
L27	N13°00'00"W	35.66
L28	S13°00'00"E	35.66
L29	S13°00'00"E	30.26
L30	N44°30'18"W	28.28
L32	N41°00'00"E	26.36
L33	S41°00'00"W	27.15
L34	S16°00'00"E	13.28

LINE TABLE		
LINE	BEARING	LENGTH
L35	S74°00'00"W	60.81
L36	S74°00'00"W	18.58
L37	S74°00'00"W	16.81
L38	N90°00'00"W	53.90
L39	N90°00'00"W	53.69
L40	N90°00'00"W	54.10
L41	N16°00'00"W	41.96
L42	N0°00'00"E	14.63
L43	N0°00'00"E	14.27
L44	N0°00'00"E	14.99
L45	N81°00'00"E	28.28
L46	S14°41'07"E	25.34
L47	N45°36'35"E	28.42
L48	S0°26'45"W	5.75
L49	S0°26'45"W	50.04
L50	S44°20'20"E	28.23
L51	S89°13'35"E	43.75
L52	N44°52'46"E	14.30
L53	S44°23'25"E	28.15
L54	S5°00'00"E	73.05
L55	S5°00'00"E	73.05
L56	S5°00'00"E	73.05
L57	N27°33'16"E	24.87
L58	N66°00'00"E	43.78
L59	S66°00'00"W	9.66
L60	S75°33'16"E	24.87
L61	N10°41'51"W	14.58
L62	N36°00'00"E	23.63
L63	N81°00'00"E	28.28
L64	N28°28'29"W	30.76
L65	S86°00'00"E	41.17



SCALE: 1" = 60'



SEE SHEET 1 FOR LEGEND
SEE SHEET 1 FOR NOTES

BOOK PAGE

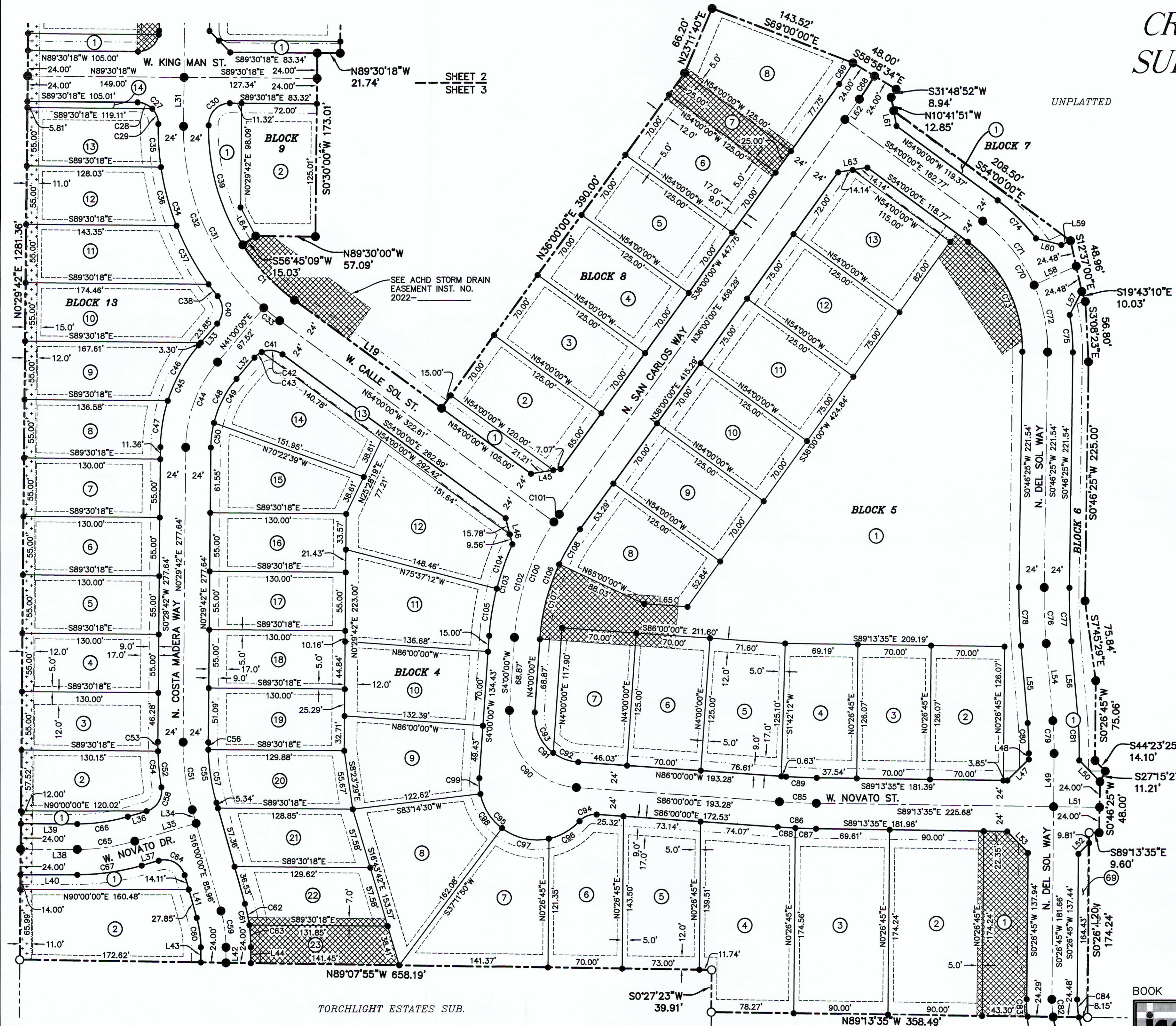


IDAHO
SURVEY
GROUP, LLC

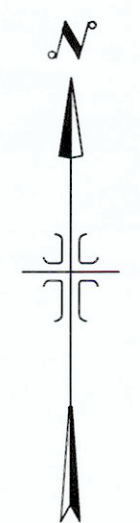
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 21-343-03
SHEET 2 OF 5

CRESTA DEL SOL SUBDIVISION NO.3



UNPLATTED



SCALE: 1" = 60'



SEE SHEET 1 FOR LEGEND
SEE SHEET 1 FOR NOTES
SEE SHEET 2 FOR CURVE AND
LINE DATA TABLES

BOOK PAGE

ISG
IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 21-343-03
SHEET 3 OF 5

CRESTA DEL SOL SUBDIVISION NO.3

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 1 WEST, B.M., CITY OF STAR, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 4 AND 5, TOWNSHIP 4 NORTH, RANGE 1 WEST AND SECTIONS 32 AND 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, B.M., FROM WHICH THE 1/4 CORNER SECTION CORNER COMMON TO SAID SECTIONS 5 AND 32, BEARS NORTH 89°07'55" WEST, 2,634.58 FEET; THENCE NORTH 0°26'48" EAST, 1326.26 FEET TO THE SOUTH 1/16 CORNER COMMON TO SAID SECTIONS 32 AND 33; THENCE ON THE NORTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, COINCIDENT WITH THE NORTH BOUNDARY LINES OF MOYLE SUBDIVISION AS FILED IN BOOK 64 OF PLATS AT PAGES 6568 AND 6569 AND CRESTA DEL SOL SUBDIVISION NO. 2 AS FILED IN BOOK 123 OF PLATS AT PAGES 19623 THROUGH 19625, RECORDS OF ADA COUNTY, IDAHO, NORTH 89°13'35" WEST, 300.00 FEET TO THE REAL POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTH BOUNDARY LINES, NORTH 89°13'35" WEST, 358.49 FEET TO THE EXTERIOR BOUNDARY LINE OF TORCHLIGHT ESTATES SUBDIVISION AS FILE IN BOOK 125 OF PLATS AT PAGES 20121 THROUGH 20125, RECORDS OF ADA COUNTY, IDAHO;

THENCE ON SAID EXTERIOR BOUNDARY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:
NORTH 00°27'23" EAST, 39.91 FEET;
NORTH 89°07'55" WEST, 658.19 FEET TO THE EAST BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, COINCIDENT WITH THE EAST BOUNDARY LINE OF KARMA CREST ESTATES AS FILED IN BOOK 60 OF PLATS AT PAGES 6037 THROUGH 6039, RECORDS OF ADA COUNTY, IDAHO;
THENCE ON SAID EAST BOUNDARY LINES, NORTH 00°29'42" EAST, 1,282.96 FEET TO THE CENTER-EAST 1/16 CORNER OF SAID SECTION 32;
THENCE LEAVING SAID EAST BOUNDARY LINE, SOUTH 89°19'30" EAST, 17.17 FEET;
THENCE NORTH 00°41'52" WEST, 48.17 FEET;
THENCE NORTH 02°34'00" EAST, 66.07 FEET;
THENCE NORTH 01°27'26" EAST, 42.92 FEET;
THENCE NORTH 00°49'20" EAST, 30.18 FEET;
THENCE NORTH 00°48'27" EAST, 25.90 FEET;
THENCE NORTH 01°36'25" EAST, 64.08 FEET;
THENCE NORTH 01°07'10" EAST, 22.68 FEET;
THENCE NORTH 00°01'23" EAST, 20.22 FEET;
THENCE NORTH 01°17'38" WEST, 26.13 FEET;
THENCE NORTH 01°27'14" EAST, 17.22 FEET;
THENCE NORTH 00°33'54" EAST, 42.91 FEET;
THENCE SOUTH 89°33'15" EAST, 124.36 FEET;
THENCE SOUTH 00°26'45" WEST, 86.25 FEET;
THENCE SOUTH 89°33'15" EAST, 40.00 FEET;
THENCE NORTH 00°26'45" EAST, 90.98 FEET;
THENCE SOUTH 89°33'15" EAST, 62.54 FEET;
THENCE NORTH 87°45'29" EAST, 54.19 FEET;
THENCE SOUTH 86°14'27" EAST, 64.68 FEET;
THENCE SOUTH 01°08'46" WEST, 109.79 FEET;
THENCE SOUTH 19°00'00" EAST, 69.76 FEET;
THENCE SOUTH 71°00'00" WEST, 80.00 FEET;
THENCE SOUTH 19°00'00" EAST, 183.00 FEET;
THENCE SOUTH 71°00'00" WEST, 106.24 FEET;
THENCE SOUTH 18°41'25" EAST, 74.33 FEET;
THENCE SOUTH 00°28'55" WEST, 356.37 FEET;
THENCE NORTH 89°30'18" WEST, 21.74 FEET;
THENCE SOUTH 00°30'00" WEST, 173.01 FEET;
THENCE NORTH 89°30'00" WEST, 57.09 FEET;
THENCE SOUTH 56°45'09" WEST, 15.03 FEET;
THENCE 72.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 20°43'45" AND A LONG CHORD WHICH BEARS SOUTH 43°38'08" EAST, 71.96 FEET;
THENCE SOUTH 54°00'00" EAST, 173.44 FEET;
THENCE NORTH 36°00'00" EAST, 390.00 FEET;
THENCE NORTH 23°11'40" EAST, 66.20 FEET;
THENCE SOUTH 69°00'00" EAST, 143.52 FEET;
THENCE SOUTH 58°58'34" EAST, 48.00 FEET;
THENCE SOUTH 31°48'52" WEST, 8.94 FEET;
THENCE SOUTH 10°41'51" EAST, 12.85 FEET;
THENCE SOUTH 54°00'00" EAST, 208.50 FEET;
THENCE SOUTH 12°37'00" EAST, 48.96 FEET;
THENCE SOUTH 19°43'10" EAST, 10.03 FEET;
THENCE SOUTH 03°08'23" EAST, 56.80 FEET;
THENCE SOUTH 00°46'25" WEST, 225.00 FEET;
THENCE SOUTH 07°45'29" EAST, 75.84 FEET;
THENCE SOUTH 00°26'45" WEST, 75.06 FEET;
THENCE SOUTH 44°23'25" EAST, 14.10 FEET;
THENCE SOUTH 27°15'27" WEST, 11.21 FEET;
THENCE SOUTH 00°46'25" WEST, 48.00 FEET;
THENCE NORTH 89°13'35" WEST, 9.60 FEET;
THENCE SOUTH 00°26'45" WEST, 174.24 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 24.049 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE PRIVATE STREETS AND EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER THE RIGHT TO USE SAID PRIVATE STREET AND EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE SEWER AND WATER SERVICE FROM THE STAR SEWER AND WATER DISTRICT. THE STAR SEWER AND WATER DISTRICT HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

RYAN HAMMONS, DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS ____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED RYAN HAMMONS, KNOWN OR IDENTIFIED TO ME TO BE THE DIVISION PRESIDENT OF TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT TOLL SOUTHWEST LLC EXECUTED THE SAME.

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

MY COMMISSION EXPIRES

NOTARY PUBLIC FOR IDAHO
RESIDING IN _____, IDAHO

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" 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.

CODY M. McCAMMON



P.L.S. NO. 11779

BOOK PAGE



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9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 21-343-03
SHEET 4 OF 5

CRESTA DEL SOL SUBDIVISION NO.3

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 THE 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 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.

CENTRAL DISTRICT HEALTH 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 .

ACHD PRESIDENT DATE

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY OF , 2022 HEREBY APPROVE THIS PLAT.

CITY ENGINEER 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, STAR, IDAHO DATE

CERTIFICATE OF COUNTY SURVEYOR

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

COUNTY SURVEYOR

CERTIFICATE OF 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

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

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

INSTRUMENT NO. .

DEPUTY

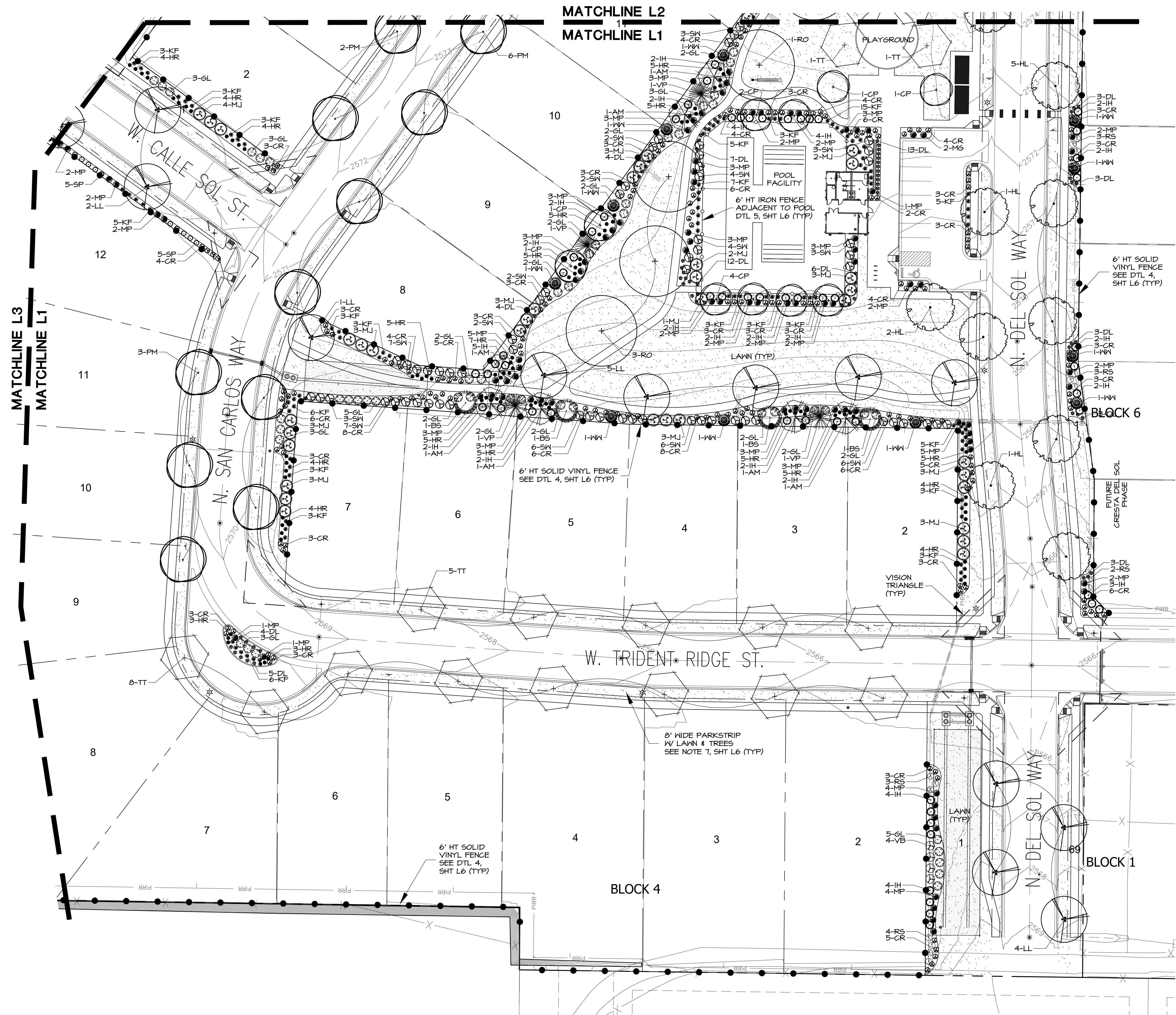
EX-OFFICIO RECORDER



BOOKPAGE

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BOISE, IDAHO 83704
(208) 846-8570



PLANT SCHEDULE

(REFERENCE SHT L6)

SYM COMMON NAME

EVERGREEN TREES

BS HOOPS BLUE SPRUCE
MJ MOONGLOW JUNIPER
VP VANDERWOLFS PINE
WN KEEPING WHITE SPRUCE

SHADE TREES (CLASS III)

RO NORTHERN RED OAK

SHADE/STREET TREES (CLASS II)

HL SKYLINE HONEYLOCUST
LL LITTLELEAF LINDEN
PM PACIFIC SUNSET MAPLE
TT TULIP TREE

ORNAMENTAL TREES (CLASS I)

AM FLAME AMUR MAPLE
GP CHANTICLEER PEAR
PF PRAIRIFIRE CRABAPPLE

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

CR RED FLOWER CARPET ROSE
DL ENDLESSLY ORANGE DAYLILY
GL GRO-LOW SUMAC
HR HUSKER RED PENSTEMON
IH IVORY HALO DOGWOOD
KF KARL FOERSTER REED GRASS
MP SLOWMOUND MUGO PINE
RS RUSSIAN SAGE
SP SUNSET POTENTILLA
SN SUMMERWINE NINEBARK
VB BLUE MUFFIN VIBURNUM

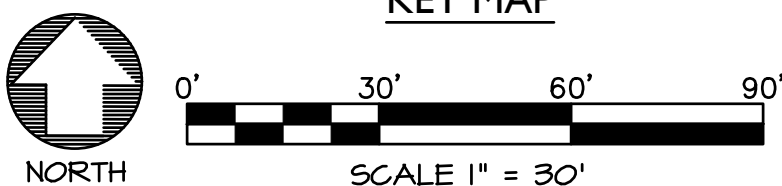
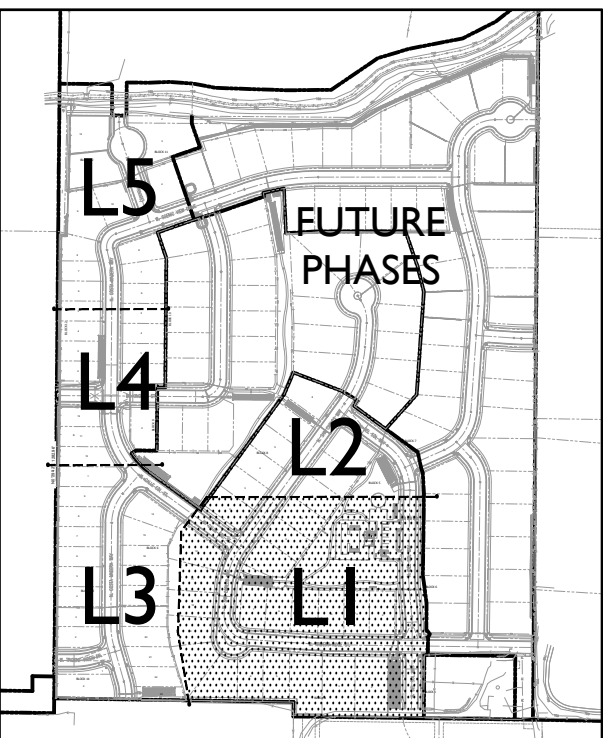
SOD
LAWN

6' SOLID VINYL FENCE ALONG
LANDSCAPE BUFFERS,
COMMON AREAS, AND PERIMETER
PROPERTY LINES, (TYP)
SEE DTL 4, SHT L6.

6' IRON FENCE ADJACENT
TO THE POOL AREA &
FARMERS UNION
EASEMENT (TYP).
SEE DTL 5, SHT L6.

NOTES

1. REFER TO SHT L6 FOR PLANT SCHEDULE,
LANDSCAPE NOTES, AND DETAILS.
2. REFER TO SHT L7 FOR LANDSCAPE
SPECIFICATION AND IRRIGATION
PERFORMANCE SPECIFICATION.



Issue	Description	Date
ISSUE	STREET NAME REV	8-13-21
BASE UPDATE	BASE UPDATE	9-22-21
BASE UPDATE	BASE UPDATE	6-27-22
BASE UPDATE	BASE UPDATE	4-5-23



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CRESTA DEL SOL SUBDIVISION NO. 3

STAR, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS
Checked KCS
Scale AS SHOWN

Sheet Title

LANDSCAPE
PLAN

Sheet Number

L1

1 of 7 Sheets

Issue Description	Date
ISSUE	8-13-21
STREET NAME REV	9-22-21
BASE UPDATE	6-27-22
BASE UPDATE	4-5-23



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FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS	Checked KCS
Scale	AS SHOWN

Sheet Title

LANDSCAPE PLAN

Sheet Number

L2

2 of 7 Sheets

PLANT SCHEDULE

(REFERENCE SHT L6)

SYM	COMMON NAME
-----	-------------

EVERGREEN TREES

BS	HOOPS BLUE SPRUCE
MJ	MOONGLOW JUNIPER
VP	VANDERWOLFS PINE
WW	KEEPING WHITE SPRUCE

SHADE TREES (CLASS III)

RO NORTHERN RED OAK

SHADE/STREET TREES (CLASS II)

HL	SKYLINE HONEYLOCUST
LL	LITTLELEAF LINDEN
PM	PACIFIC SUNSET MAPLE
TT	TULIP TREE

ORNAMENTAL TREES (CLASS I)

AM	FLAME AMUR MAPLE
CP	CHANTICLEER PEAR
PF	PRAIRIFIRE CRABAPPLE

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

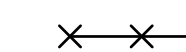
CR	RED FLOWER CARPET ROSE
DL	ENDLESSLY ORANGE DAYLILY
GL	GRO-LOW SUMAC
HR	HUSKER RED PENSTEMON
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
MP	SLOWMOUND MUGO PINE
RS	RUSSIAN SAGE
SP	SUNSET POTENTILLA
SW	SUMMERWINE NINEBARK
VB	BLUE MUFFIN VIBURNUM



SOD
LAWN



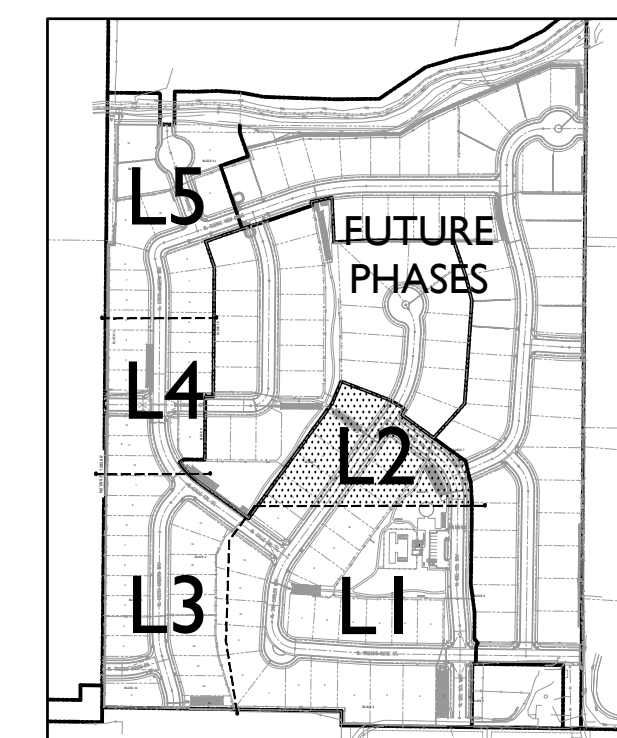
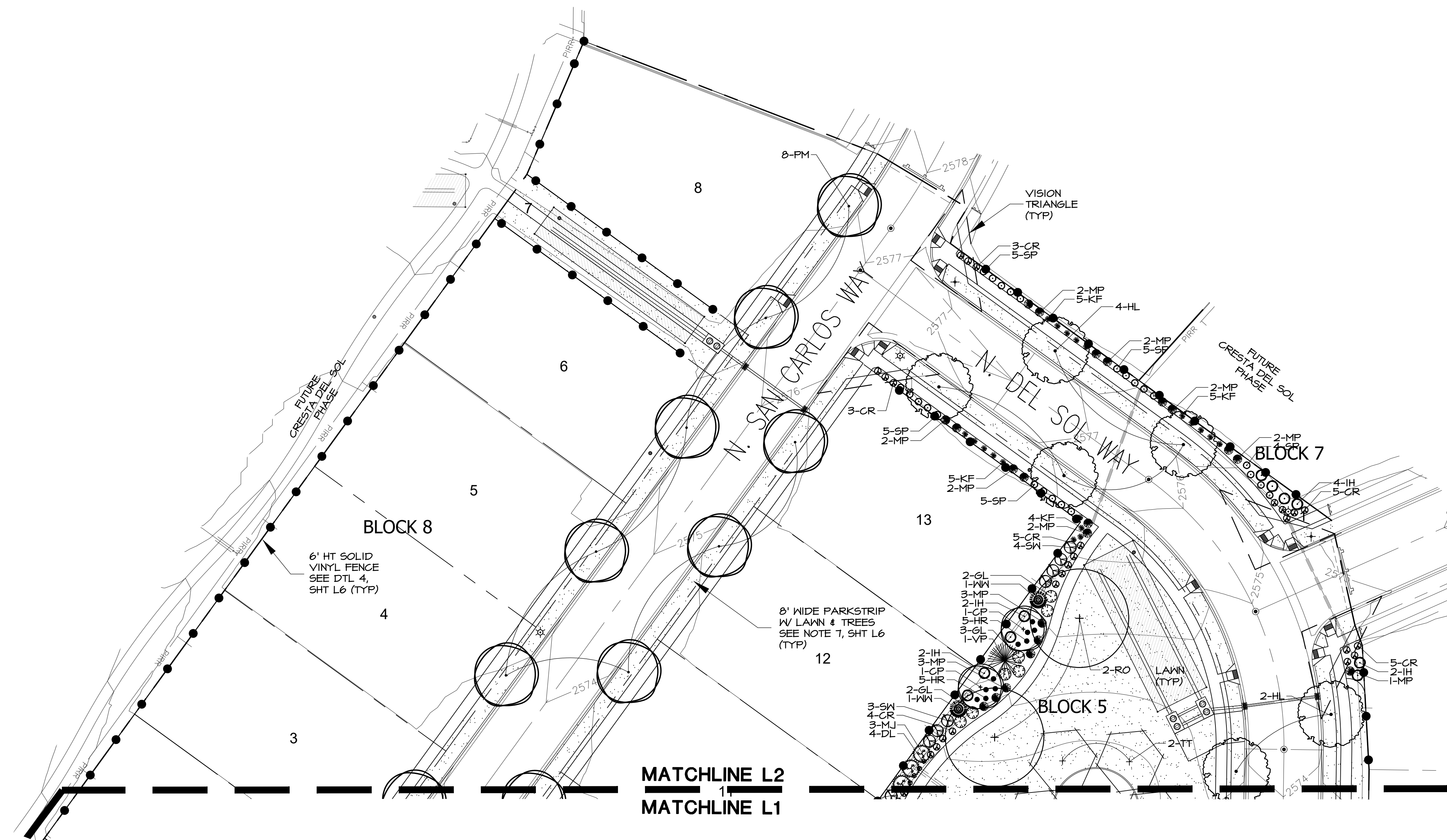
6" SOLID VINYL FENCE ALONG
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SEE DTL 4, SHT L6.



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NOTES

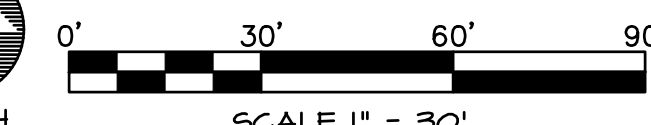
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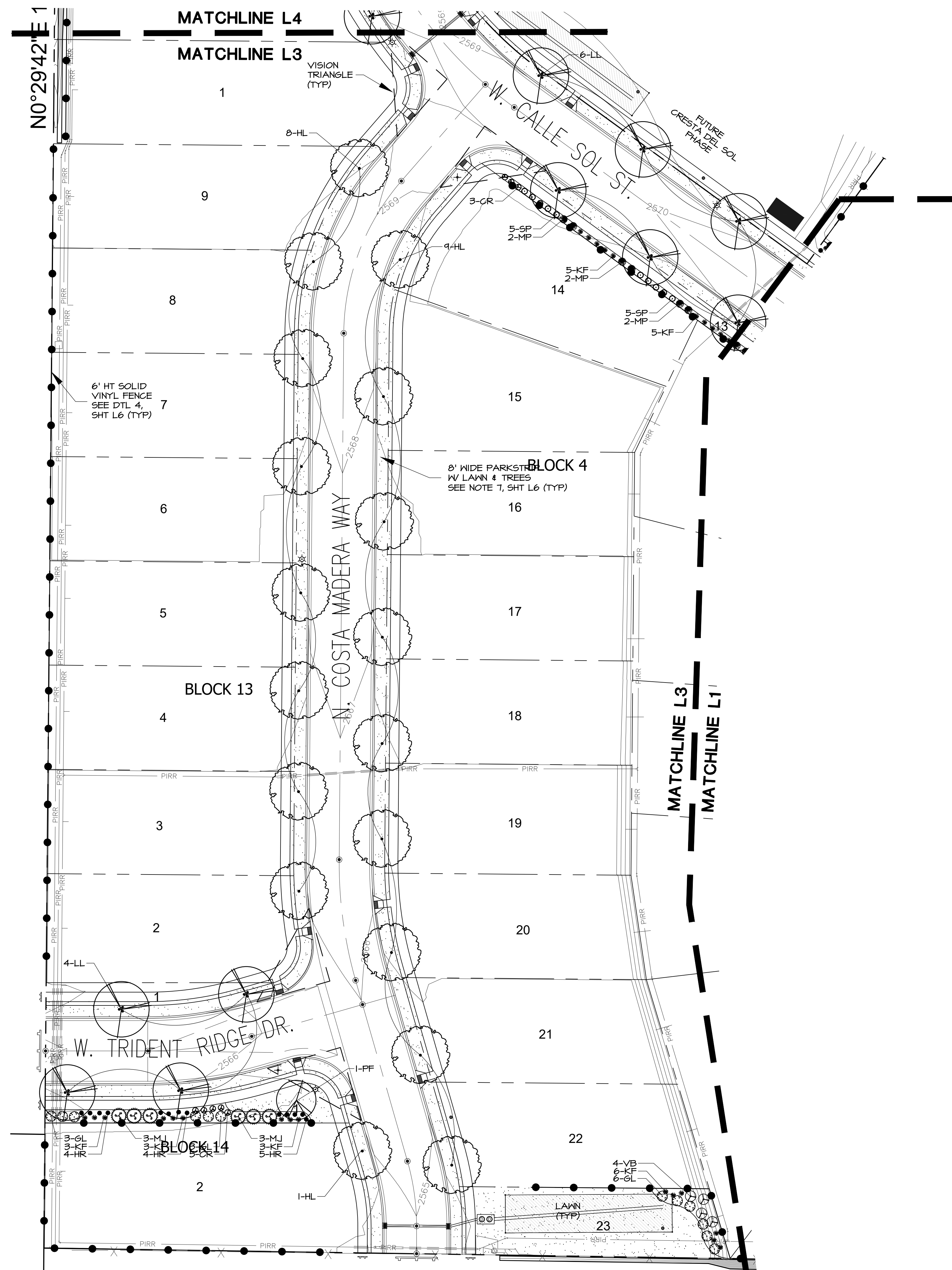
KEY MAP



NORTH CAROLINA



SCALE 1" = 30'



PLANT SCHEDULE

(REFERENCE SHT L6)

SYM	COMMON NAME
-----	-------------

EVERGREEN TREES

BS	HOOPS BLUE SPRUCE
MJ	MOONGLOW JUNIPER
VP	VANDERWOLFS PINE
WW	KEEPING WHITE SPRUCE

SHADE TREES (CLASS III)

RO NORTHERN RED OAK

SHADE/STREET TREES (CLASS II)

HL	SKYLINE HONEYLOCUST
LL	LITTLELEAF LINDEN
PM	PACIFIC SUNSET MAPLE
TT	TULIP TREE

ORNAMENTAL TREES (CLASS I)

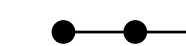
AM	FLAME AMUR MAPLE
CP	CHANTICLEER PEAR
PF	PRAIRIFIRE CRABAPPLE

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

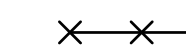
CR	RED FLOWER CARPET ROSE
DL	ENDLESSLY ORANGE DAYLILY
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HR	HUSKER RED PENSTEMON
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
MP	SLOWMOUND MUGO PINE
RS	RUSSIAN SAGE
SP	SUNSET POTENTILLA
SW	SUMMERWINE NINEBARK
VB	BLUE MUFFIN VIBURNUM



SOD
LAWN



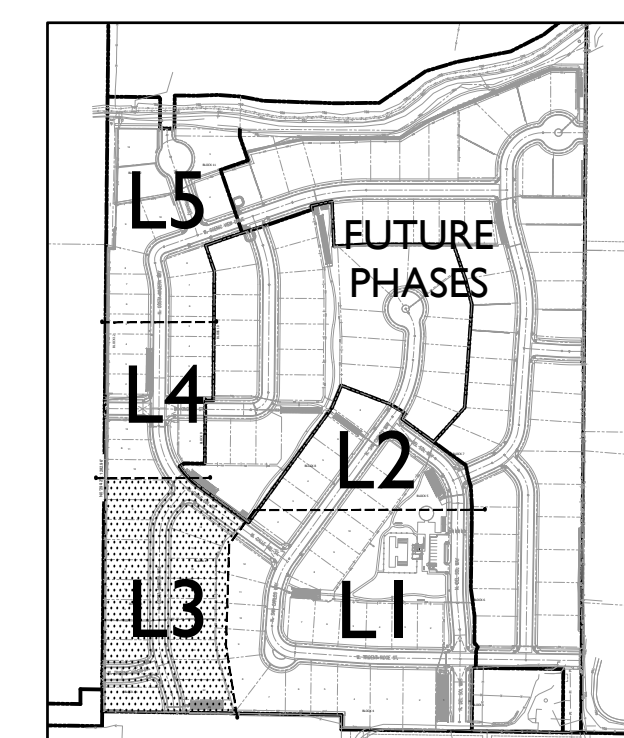
6" SOLID VINYL FENCE ALONG
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PROPERTY LINES. (TYP)
SEE DTL 4, SHT L6.



6' IRON FENCE ADJACENT
TO THE POOL AREA &
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EASEMENT (TYP).
SEE DTL 5, SHT L6.

NOTES

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KEY MAP



Issue Description	Date
ISSUE	8-13-21
STREET NAME REV	9-22-21
BASE UPDATE	6-27-22
BASE UPDATE	4-5-23

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Job Number 2113

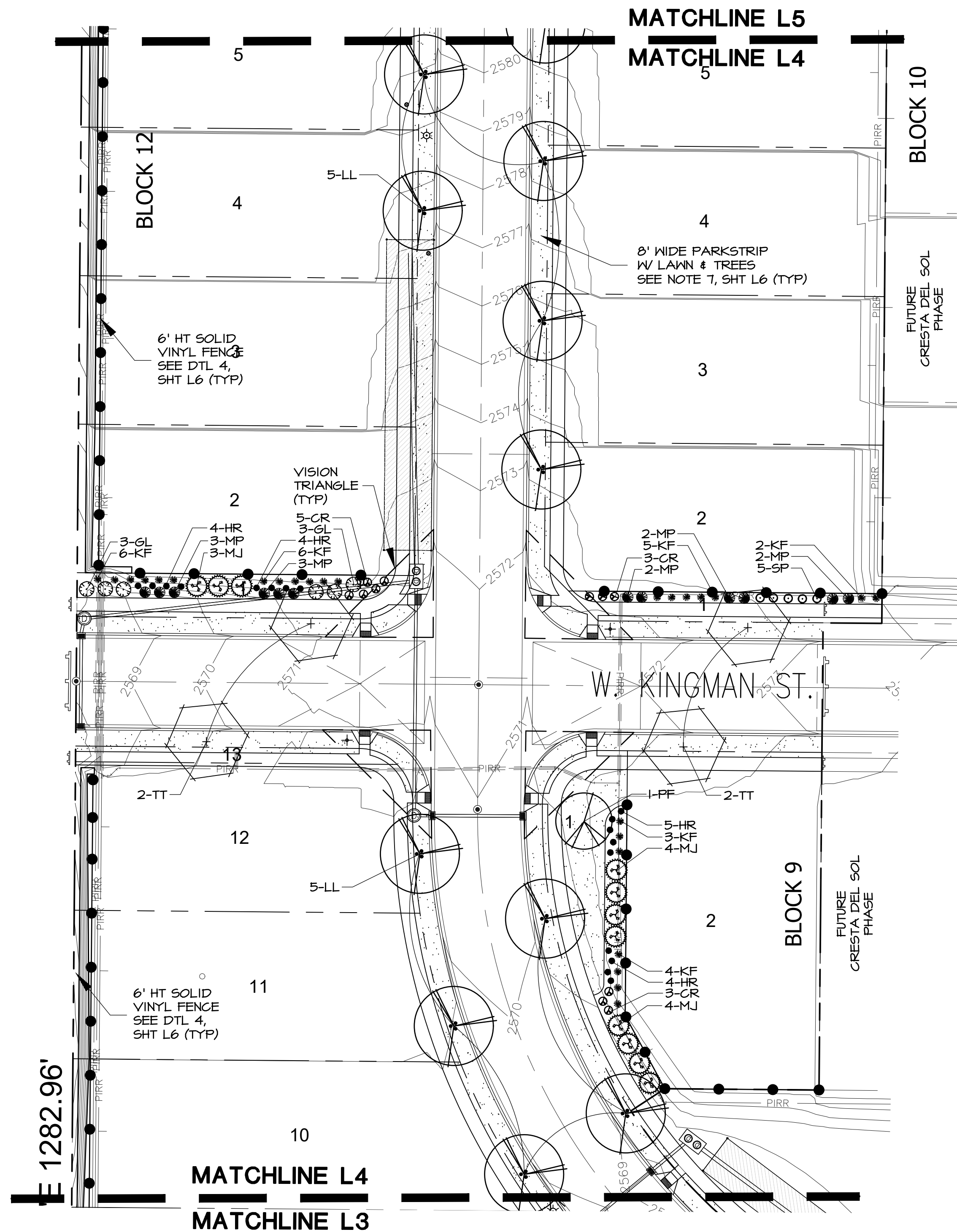
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Scale	AS SHOWN

Sheet Title

LANDSCAPE PLAN

Sheet Number

L3



PLANT SCHEDULE

(REFERENCE SHT L6)

SYM COMMON NAME

EVERGREEN TREES

BS HOOPS BLUE SPRUCE
MJ MOONGLOW JUNIPER
VP VANDERWOLFS PINE
WN KEEPING WHITE SPRUCE

SHADE TREES (CLASS III)

RO NORTHERN RED OAK

SHADE/STREET TREES (CLASS II)

HL SKYLINE HONEYLOCUST
LL LITTLELEAF LINDEN
PM PACIFIC SUNSET MAPLE
TT TULIP TREE

ORNAMENTAL TREES (CLASS I)

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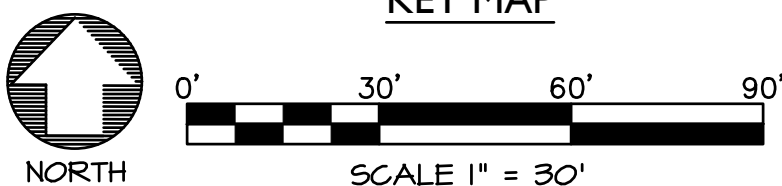
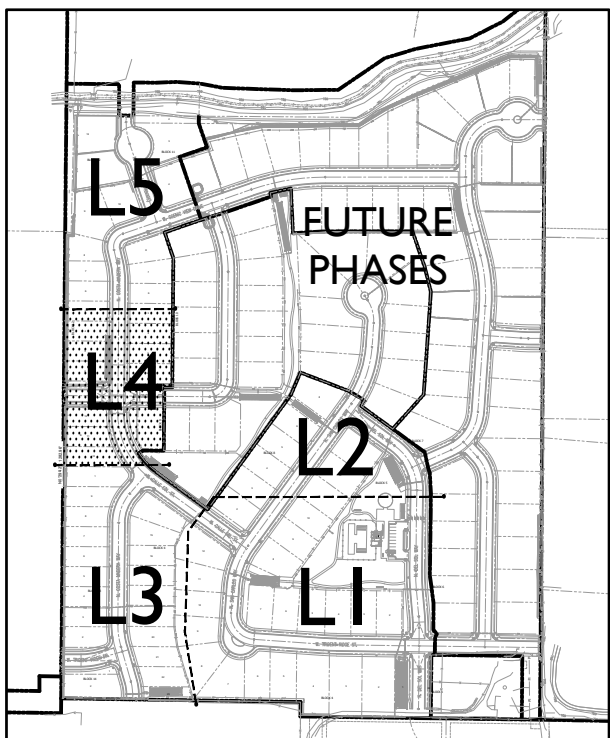
SOD
LAWN

6' SOLID VINYL FENCE ALONG
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6' IRON FENCE ADJACENT
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NOTES

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Issue	Description	Date
ISSUE	ISSUE	8-13-21
STREET NAME REV	STREET NAME REV	9-22-21
BASE UPDATE	BASE UPDATE	6-27-22
BASE UPDATE	BASE UPDATE	4-5-23



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CRESTA DEL SOL SUBDIVISION NO. 3

STAR, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2113

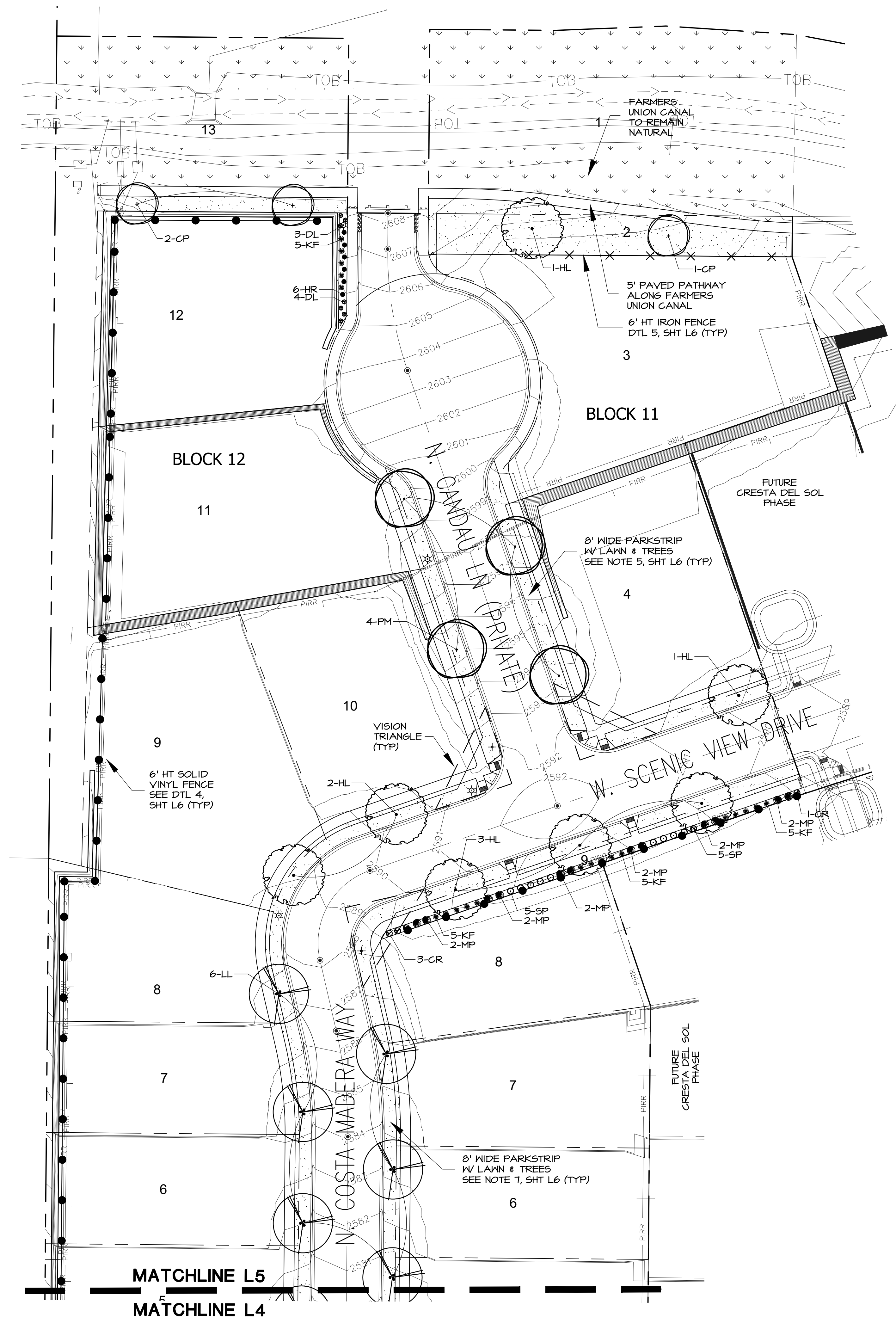
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Sheet Title
LANDSCAPE PLAN

Sheet Number

L4

4 of 7 Sheets



PLANT SCHEDULE

(REFERENCE SHT L6)

SYM	COMMON NAME
-----	-------------

EVERGREEN TREES

BS	HOOPS BLUE SPRUCE
MJ	MOONGLOW JUNIPER
VP	VANDERWOLFS PINE
WW	WEeping WHITE SPRUCE

SHADE TREES (CLASS III)

RO NORTHERN RED OAK

SHADE/STREET TREES (CLASS II)

HL	SKYLINE HONEYLOCUST
LL	LITTLELEAF LINDEN
PM	PACIFIC SUNSET MAPLE
TT	TULIP TREE

ORNAMENTAL TREES (CLASS I)

AM	FLAME AMUR MAPLE
CP	CHANTICLEER PEAR
PF	PRAIRIFIRE CRABAPPLE

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

CR	RED FLOWER CARPET ROSE
DL	ENDLESSLY ORANGE DAYLIL
GL	GRO-LOW SUMAC
HR	HUSKER RED PENSTEMON
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
MP	SLOWMOUND MUGO PINE
RS	RUSSIAN SAGE
SP	SUNSET POTENTILLA
SW	SUMMERININE NINEBARK
VB	BLUE MUFFIN VIBURNUM



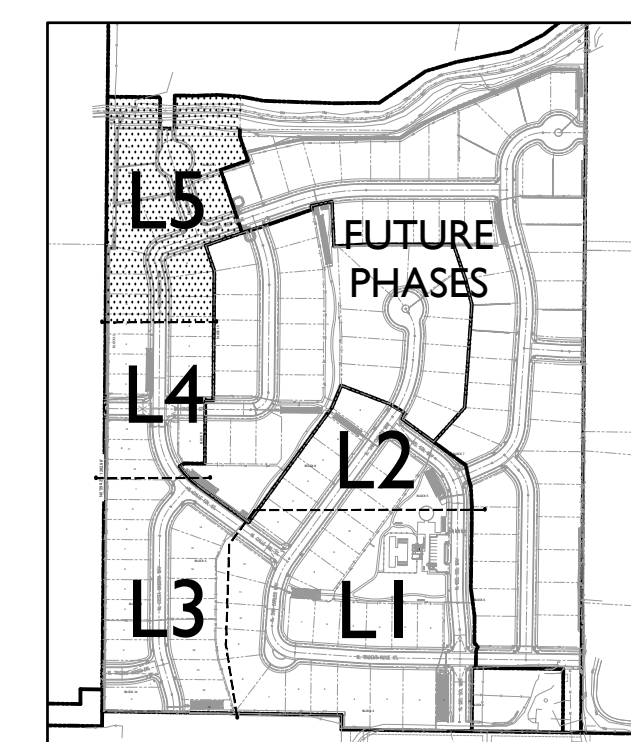
SOD
LAWN

6' SOLID VINYL FENCE ALONG
LANDSCAPE BUFFERS,
COMMON AREAS, AND PERIMETER
PROPERTY LINES. (TYP)
SEE DTL 4, SHT L6.

6' IRON FENCE ADJACENT
TO THE POOL AREA &
FARMERS UNION
EASEMENT (TYP).
SEE DTL 5, SHT L6.

NOTES

1. REFER TO SHT L6 FOR PLANT SCHEDULE, LANDSCAPE NOTES, AND DETAILS.
2. REFER TO SHT L7 FOR LANDSCAPE SPECIFICATION AND IRRIGATION PERFORMANCE SPECIFICATION.



KEY MAP



Issue Description	Date
ISSUE	8-13-21
STREET NAME REV	9-22-21
BASE UPDATE	6-27-22
BASE UPDATE	4-5-23



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CRESTA DEL SOL SUBDIVISION NO. 3
STAR, IDAHO
FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS	Checked KCS
Scale	AS SHOWN

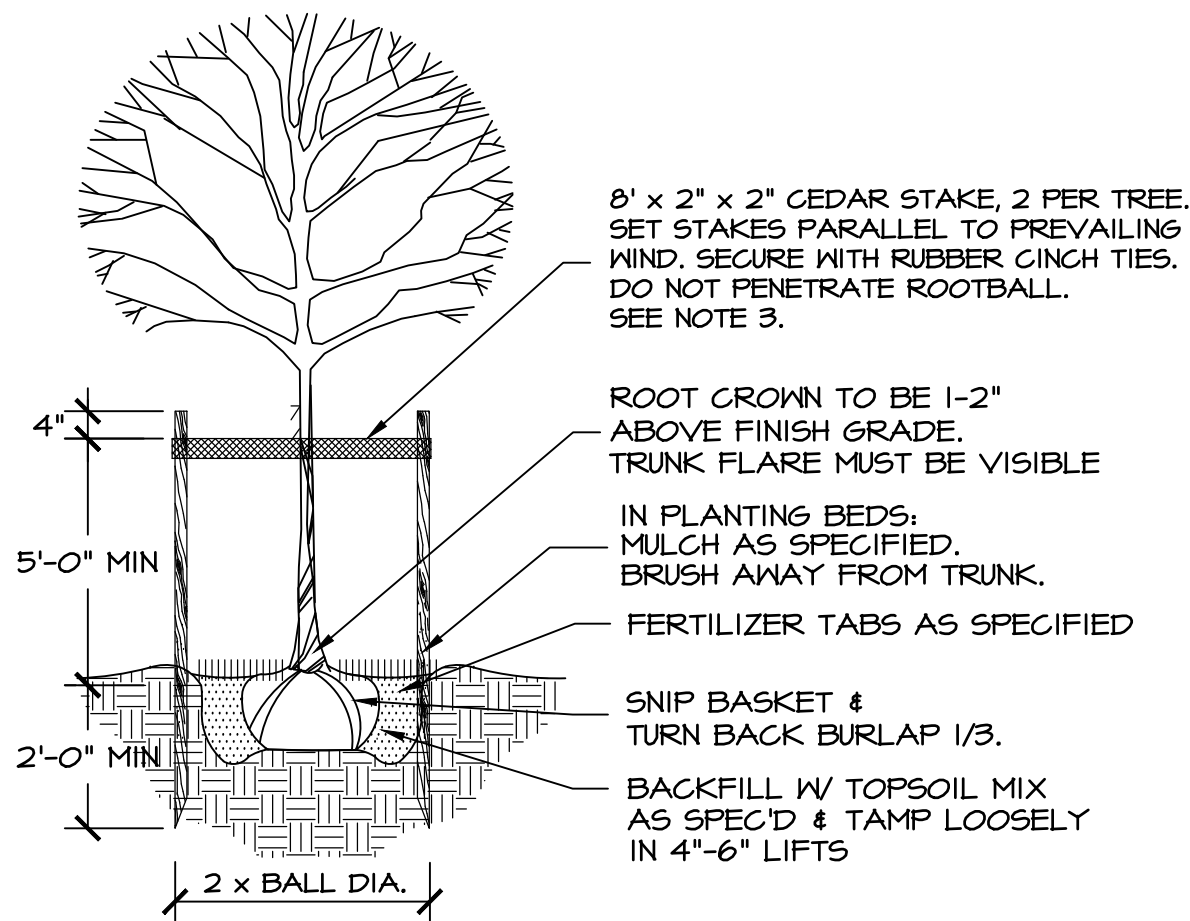
Sheet Title

LANDSCAPE PLAN

Sheet Number

L5

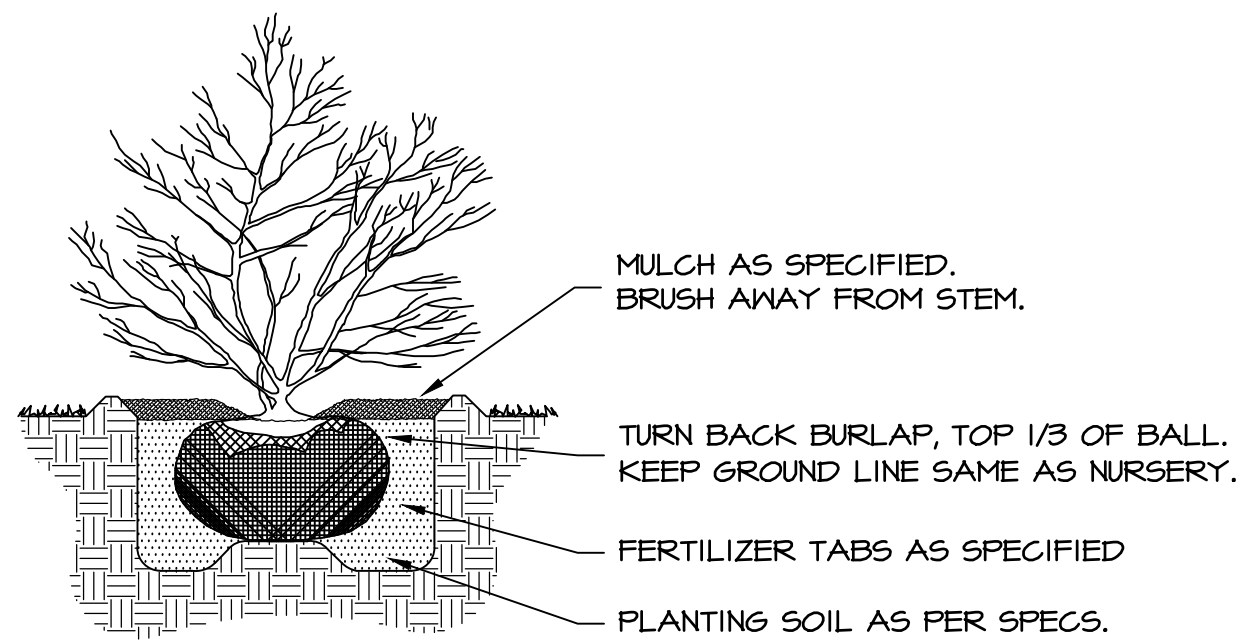
5 of 7 Sheets



- NOTES:**
1. REMOVE ALL TWINE, ROPE, OR BINDINGS FROM ALL TRUNKS.
 2. REMOVE BURLAP AND WIRE BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING. IF SYNTHETIC WRAP/BURLAP IS USED, IT MUST BE COMPLETELY REMOVED.
 3. STAKING OF TREES TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND REMAIN STRAIGHT FOR A MIN OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE 1 YEAR WARRANTY PERIOD.
 4. TREES PLANTED IN TURF AREAS: REMOVE TURF 3' DIA. FROM TREE TRUNK.

① TREE PLANTING/STAKING

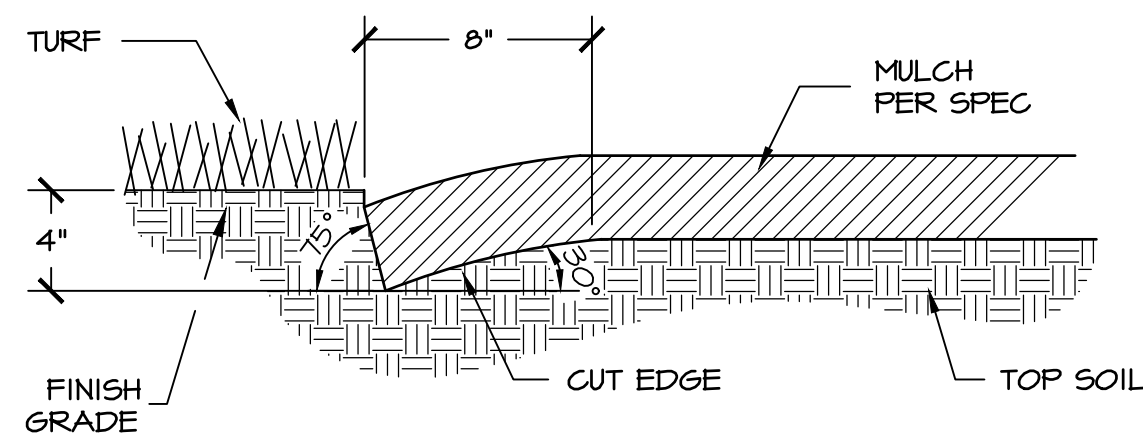
NOT TO SCALE



NOTE: DIG HOLE TWICE THE SIZE OF ROOTBALL.

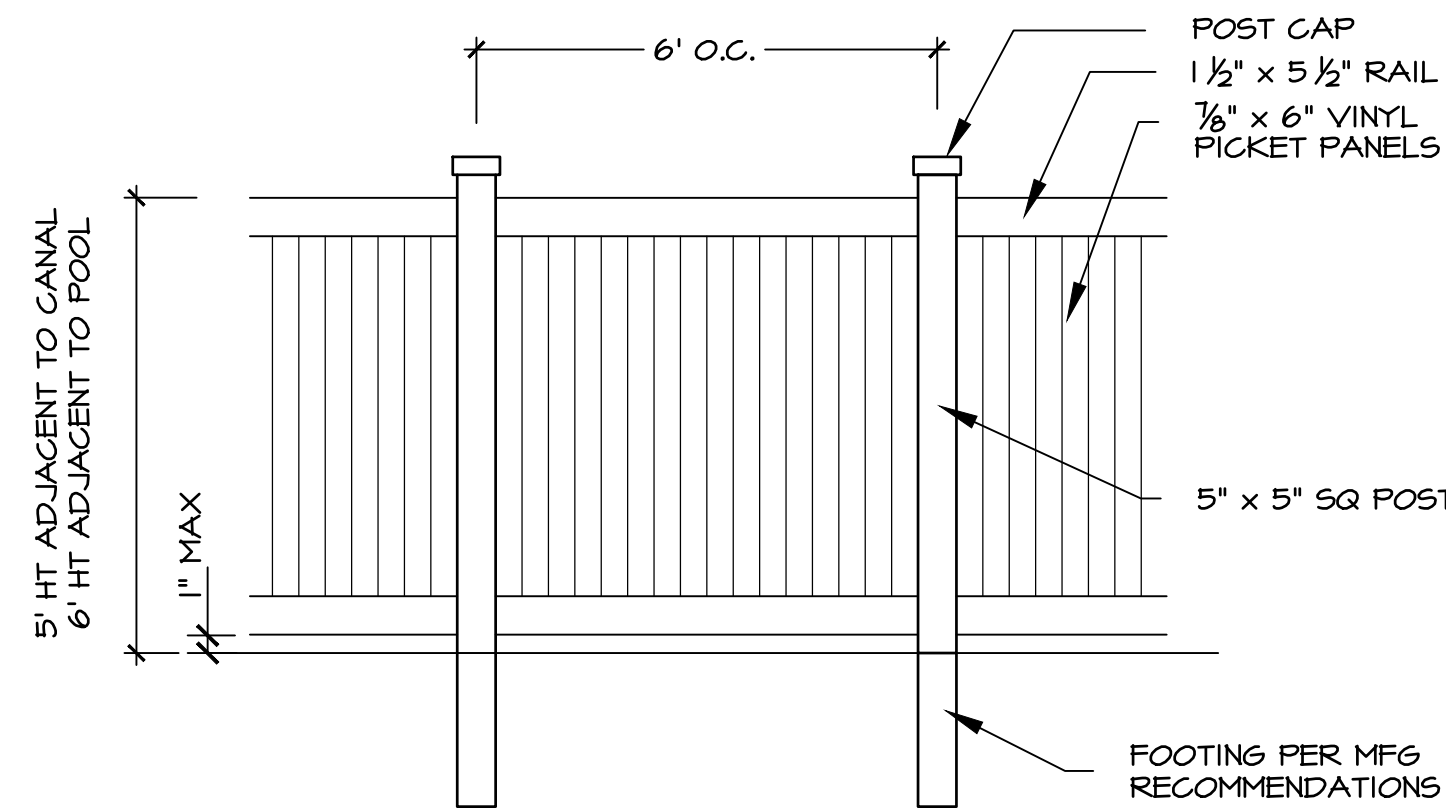
② SHRUB PLANTING

NOT TO SCALE



③ PLANTER CUT BED EDGE

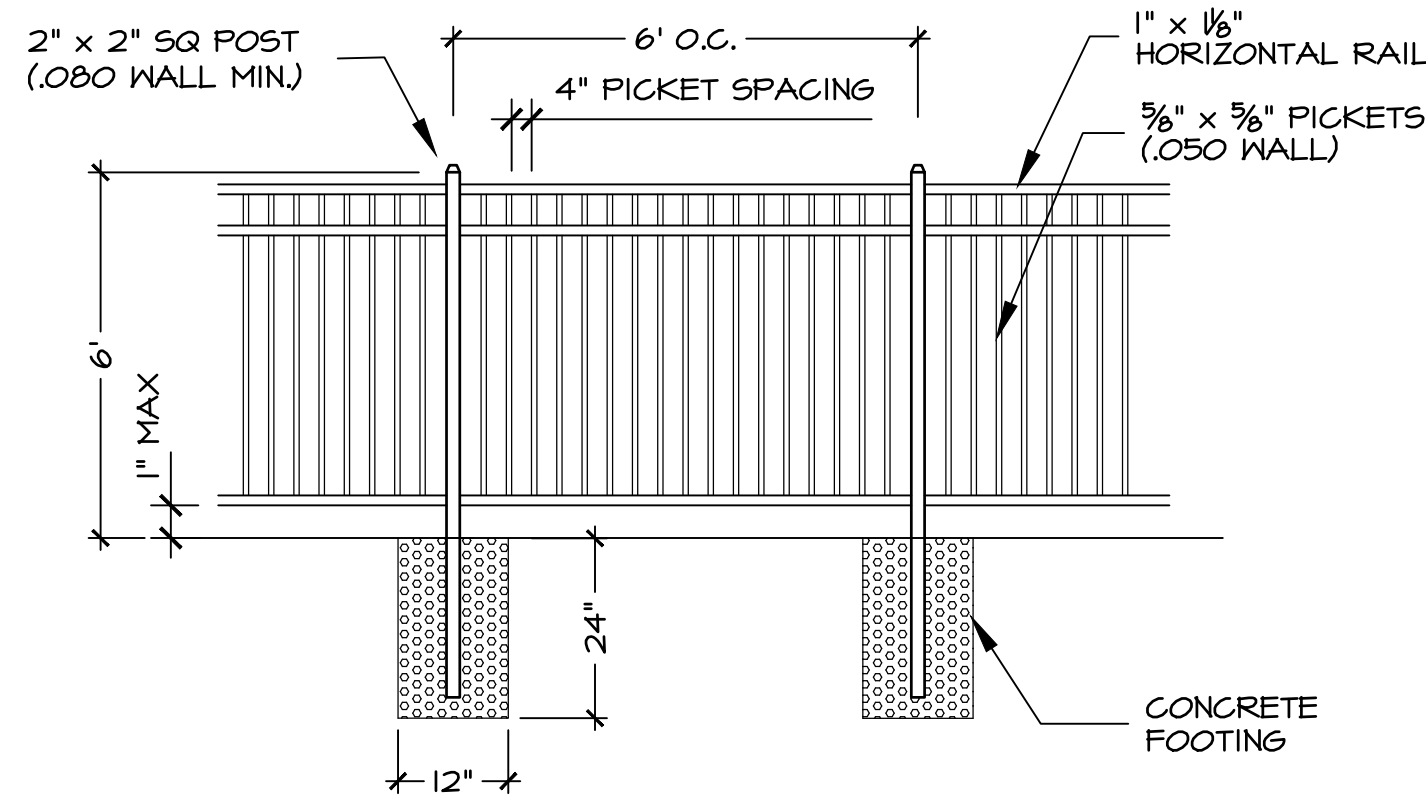
NOT TO SCALE



- NOTES:**
1. VINYL FENCE STYLE MAY VARY SLIGHTLY.
 2. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.
 3. 6" WIDE ROCK MULCH MOW STRIP TO BE INSTALL AT BASE OF FENCE ON COMMON LOT/LANDSCAPE BUFFER SIDE.

④ VINYL PRIVACY FENCE

NOT TO SCALE



- NOTES:**
1. IRON FENCE STYLE MAY VARY SLIGHTLY. ALL GALVANIZED & POWDERCOATED BLACK.
 2. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.
 3. 6" WIDE ROCK MULCH MOW STRIP TO BE INSTALL AT BASE OF FENCE ON COMMON LOT/LANDSCAPE BUFFER SIDE.

⑤ IRON FENCE

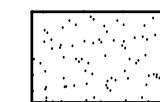
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LANDSCAPE CALCULATIONS

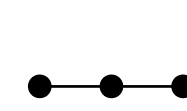
NUMBER OF TREES PROVIDED ON RESIDENTIAL PARKSTRIPS:	73
NUMBER OF TREES PROVIDED ON COMMON LOTS:	156
TOTAL NUMBER OF TREES:	229

PLANT SCHEDULE

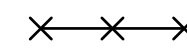
SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
BS	HOOPS BLUE SPRUCE	PICEA PUNGENS 'HOOPSII'	6-8' HT B&B
MJ	MOONGLOW JUNIPER	JUNIPERUS SCOPLULORUM 'MOONGLOW'	6-8' HT B&B
VP	VANDERWOLFS PINE	PINUS FLEXILIS 'VANDERWOLFS'	6-8' HT B&B
WN	KEEPIING WHITE SPRUCE	PICEA GLAUCA 'PENDULA'	6-8' HT B&B
SHADE TREES (CLASS III)			
RO	NORTHERN RED OAK	QUERCUS RUBRA	2" CAL B&B
SHADE/STREET TREES (CLASS II)			
HL	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS F. INERMIS 'SKYCOLE'	2" CAL B&B
LL	LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'	2" CAL B&B
PM	PACIFIC SUNSET MAPLE	ACER TRUNCATUM x A. PLATANOIDES 'WARRENRED'	2" CAL B&B
TT	TULIP TREE	LIRODENDRON TULIPIFERA	2" CAL B&B
ORNAMENTAL TREES (CLASS I)			
AM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	6-8' HT. MULTI-STEM
CP	CHANTICLEER PEAR	PYRUS CALLERYANA 'GLEN'S FORM'	2" CAL B&B
PF	PRAIRIFIRE CRABAPPLE	MALUS x 'PRAIRIFIRE'	2" CAL B&B
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
CR	RED FLOWER CARPET ROSE	ROSA 'FLOWER CARPET- NOARE'	3 GAL
DL	ENDLESSLILY ORANGE DAYLILY	HEMEROCALLIS FULVA 'DHEMORANGE'	1 GAL
GL	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	5 GAL
HR	HUSKER RED PEDESTEMON	PENSTEMON DIGITALIS 'HUSKER RED'	1 GAL
IH	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL
KF	KARL FOERSTER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 GAL
MP	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'	3 GAL
RS	RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA	2 GAL
SP	SUNSET POTENTILLA	POTENTILLA FRUTICOSA 'SUNSET'	3 GAL
SW	SUMMERWINE NINEBARK	PHYSOCARPUS OPULIFOLIA 'SEWARD'	5 GAL
VB	BLUE MUFFIN VIBURNUM	VIBURNUM DENTATUM 'CHRISTOM'	5 GAL



SOD
LAWN



6' SOLID VINYL FENCE ALONG
LANDSCAPE BUFFERS,
COMMON AREAS, AND PERIMETER
PROPERTY LINES. (TYP)
SEE DTL 4, THIS SHT.



6' IRON FENCE ADJACENT
TO THE POOL AREA &
FARMERS UNION
EASEMENT (TYP).
SEE DTL 5, THIS SHT.

NOTES

1. ALL PLANTING AREAS SHALL BE INSTALLED BE IN ACCORDANCE WITH CITY OF STAR CODE. REFER TO SHEET L6 - SPEC SECTION 32 90 00 - LANDSCAPE SPECIFICATIONS.
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. REFER TO SHEET L6 - SPEC SECTION 32 84 00 - IRRIGATION PERFORMANCE SPECIFICATIONS.
3. LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.
4. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES IN PARKSTRIPS. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM. ALL SHRUBS PLANTED OVER OR ADJACENT TO SEEPAGE BEDS TO HAVE A ROOT BALL THAT DOES NOT EXCEED 18" IN DIAMETER. NO LAWN SOD TO BE PLACED OVER DRAINAGE SWALE SAND WINDOWS. ACHD STORMWATER BASINS AND SWALES SHALL BE LANDSCAPED ACCORDING TO THE 'ADA COUNTY HIGHWAY DISTRICT STORMWATER MANAGEMENT BASIN REVEGETATION GUIDANCE MANUAL' (OCTOBER 2017) IN APPENDIX D.
5. NO TREES SHALL IMPEDE THE 40' VISION TRIANGLE AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN SIGHT TRIANGLE OR ACHD ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET ACHD REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET VISION TRIANGLE.
6. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS.
7. CLASS II TREES AND LANDSCAPE IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION ON THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES MUST BE CLASS II AND SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UNDERGROUND UTILITY LINES. **BUILDER SHALL BE REQUIRED TO INSTALL STREET TREES 5' FROM BACK OF SIDEWALKS EVERY 35' ADJACENT TO ALL BUILDABLE HOME LOTS PRIOR TO OCCUPANCY. FLEXIBILITY IN TREE PLACEMENT AND QUANTITIES TO BE GIVEN FOR DRIVEWAY AND UTILITY CONFLICTS.**
8. PLANT LIST IS SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES DUE TO PLANT MATERIAL AVAILABILITY. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
9. ALL EXISTING TREES ON SITE TO BE REMOVED.

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STAR, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS
Checked KCS
Scale AS SHOWN

Sheet Title

LANDSCAPE
DETAILS

Sheet Number

L6

6 of 7 Sheets

SECTION 32 90 00 - LANDSCAPE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections.

1.2 SUMMARY

- A. This Section includes provisions for the following items:

1. Trees.
 2. Shrubs; Ground cover.
 3. Lawns.
 4. Topsoil and Soil Amendments.
 5. Miscellaneous Landscape Elements.
 6. Initial maintenance of landscape materials.
- B. Related Sections: The following sections contain requirements.
1. Underground sprinkler system is specified in Section 32 84 00 - Irrigation

1.3 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work.

B. Source Quality Control:

1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Architect, with proposal for use of equivalent material.
3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
4. Trees, Shrubs and Groundcovers: Provide trees, shrubs, and groundcovers of quantity, size, genus, species, and variety shown and scheduled for work complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scan, injuries, abrasions, or disfigurement.
5. Label at least one tree and one shrub of each variety with attached waterproof tag with legible designation of botanical and common name.
 - a. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread.
6. Inspection: The Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Plant and Material Certifications:

1. Certificates of inspection as required by governmental authorities.
 2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
 3. Label data substantiating that plants, trees, shrubs and planting materials comply specified requirements.
- C. Mulch: Submit 1 gal bag of mulch sample for approval.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.
- B. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Architect. Do not bend or bundle trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- C. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
- D. Do not remove container-grown stock from containers until planting time.
- E. Do not drop or dump materials from vehicles during delivery or handling. Avoid any damage to rootballs during deliver, storage and handling.

1.6 JOB CONDITIONS

- A. Utilities: Determine location of underground utilities and work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.
- C. Adjacent Landscape: Protect planted areas adjacent to construction area. Replace or recondition to prior conditions at project completion.

1.7 SEQUENCING AND SCHEDULING

- A. Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
1. Plant or install all plant materials during normal planting seasons from 15 March to 15 November.
- B. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- C. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.8 SPECIAL PROJECT WARRANTY

- A. Warranty lawns through specified lawn maintenance period, until Final Project Acceptance.
- B. Warranty trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents beyond Landscape Installer's control.
- C. Remove and replace trees, shrubs, or other plants dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of Architect, it is advisable to extend warranty period for a full growing season.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. If deemed usable, native topsoil shall be stockpiled for re-use in landscape work. Topsoil shall be fertile, friable, natural loam, surface soil, reasonable free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
- B. Contractor shall send a minimum of three (3) representative topsoil samples for testing. See testing requirements below. Contractor is responsible for whatever soil additives are recommended by the tests. Submit to Architect for approval. Compost will be added to other additives and added regardless of test results.
- C. If quantity of stockpiled topsoil is insufficient, contractor to provide imported topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inches in any dimension, and other extraneous or toxic matter harmful to plant growth.
- D. Obtain topsoil from local sources or areas with similar soil characteristics to that of project site. Obtain topsoil only from naturally well-drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.
- E. Composition: Topsoil shall contain from 1 to 20% organic matter as determined by the Organic Carbon, 6A, Chemical Analysis Method described in USDA Soil Survey Investigation Report No. 1. Maximum particle size, 3/4-inch, with maximum 3% retained on 1/4-inch screen.
- F. Other components shall conform to the following limits:
- | | |
|---------------|-----------------|
| pH | 6.5 to 7.5 |
| Soluble Salts | 600 ppm maximum |
| Silt | 25-50% |
| Clay | 10-30% |
| Sand | 20-50% |
- G. Contractor shall submit representative soil report on imported topsoil proposed for use for approval. Report shall meet standards below. Contractor is responsible for whatever soil additives are recommended by the test. Compost will be in addition to other additives and added regardless of test results.

C. Soil Testing

1. Soil tests are required for this project (see above for requirements). Test shall be provided as follows:
 - a. Provide certified analysis at time of sample submitted (three samples imported topsoil). Amend soils per chemist's recommendations and as herein specified unless otherwise approved by Architect.
 2. Test shall include, but not limited to recommendations on chemical distributions, organic contents, pH factors, and sieve analysis as necessary. Test #11 by Western Laboratories (1-800-658-3858) is required.
 3. Contractor is responsible for whatever soil additives are recommended by the soil testing laboratory.
 4. Contractor shall coordinate, obtain and pay for all soil tests.
 5. If regenerative noxious weeds are present in the soil, remove all resultant growth including roots throughout one-year period after acceptance of work, at no cost to Owner.

2.2 pH ADJUSTERS

- A. When pH does not comply with this specification, commercial grade aluminum sulfate shall be used to adjust soil pH.

2.3 SOIL AMENDMENTS

- A. Compost: Compost "Cascade Compost" from Cloverdale Nursery (208) 375-5262 and NuSoil Compost (208) 629-6912 or approved equal in equal amounts by volume.
- B. Commercial Fertilizer: Fertilizer shall be complete, standard commercial brand fertilizer. It shall be free-flowing and packaged in new waterproof, non-overlaid bags clearly labeled as to weight, manufacturer, and content. Protect materials from deterioration during delivery and while stored at site.
1. Commercial fertilizer "A" for trees and shrubs during planting; slow release Agriform Planting 5-gram tablets 20-10-5 type or equal.
 2. Commercial fertilizer "B" for lawn areas, applied to bed prior to seeding or sodding, to be 16-16-17 applied at the rate of ten pounds per acre.
 3. Commercial fertilizer "C" for lawn areas three to four weeks after planting (sod) or after first mowing (seed). Organic Fertilizer Milorganite (6-0-2) type or equal.
- C. Herbicide: Pre-emergent for topical application in planting beds. Oxidiazon 2G brand or pre-approved equal. Use in accordance with manufacturer's recommendation on all planting beds.

2.4 PLANT MATERIALS

- A. Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
- B. Deciduous Trees: Provide trees of height and caliper scheduled or shown with branching configuration recommended by ANSI Z60.1 for type and species required. Single stem trees except where special forms are shown or listed.
- C. Deciduous Shrubs: Provide shrubs of the height shown or listed, not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub.
- D. Coniferous and Broadleaved Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well balanced form complying with requirements for other size relationships to the primary dimension shown.

2.5 GRASS MATERIALS

- A. Lawn sod: Provide strongly rooted sod, not less than 1 growing season old, and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant).
1. Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will be rejected.
- B. Provide sod composed of: Rhizomatous Tall Fescue (RTF) from The Turf Company, Meridian, ID (208) 888-3760 or approved equal.

2.6 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- B. Mulch: Rock mulch for planting beds to be: Crushed Stone Perma Bark - dark color, 1/2" max size, 3" thick in all areas. Provide samples of rock mulch for approval by architect and ownership group prior to installation. Rock mulch to be placed over woven weed barrier fabric installed per manufacturer's instructions.
- C. Stakes and Guys: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 2 inch diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size to protect tree trunks from damage by wires.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

- A. General Contractor shall be responsible for excavating planting areas to appropriate depths for placement of topsoil as specified herein.
- B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.

3.2 PREPARATION OF PLANTING SOIL

- A. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- B. Mix specified compost and fertilizers with topsoil at rates specified. Delay mixing fertilizer if planting will not follow placing of planting soil in a few days.
- C. Compost: Lawn Areas: 1/4 compost, 3/4 topsoil.
Shrub Areas: 1/3 compost, 2/3 topsoil.
Fertilizer: Per soil test and manufacturer's recommendations.
- D. For shrub and lawn area, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 PREPARATION FOR PLANTING LAWNS

- A. After excavating and removing surface material to proper depth, loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
1. Spread topsoil mix to minimum depth of 4 inches for sodded lawns as required to meet lines, grades, and elevations shown, after light rolling, addition of amendments, and natural settlement. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments as required and mix thoroughly into upper 4 inches of topsoil.

3.4 PREPARATION OF PLANTING BEDS

- A. Loosen subgrade of planting areas to a minimum depth of 6 inches using a culti-mulcher or similar equipment. Remove stones measuring over 1 1/2 inches in any dimension. Remove stocks, stones, rubbish, and other extraneous matter.
- B. Spread planting soil mixture to minimum 12 inch depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add 1 1/2 inches of specified compost over entire planting area and mix thoroughly into upper 6 inches of topsoil. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of the planting soil.
- C. Apply Pre-Emergent per manufacturer's recommendation.

3.5 PLANTING TREES AND SHRUBS

- A. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove soil from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. Place fertilizer tablets in excavated area per manufacturer's written instructions. When excavation is approximately 2/3 full, water roughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove all ties from around base of trunk.
- B. Set container grown stock, as specified, for balled burlapped stock, except cut cans on 2 sides with an approved can cutter and remove can; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- C. Trees planted in turf area: Remove turf 3' dia around tree trunk. Dish top of backfill to allow for mulching.
- D. Mulch pits, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades.
1. Provide 3 inches thickness of mulch.
- E. If season and weather conditions dictate, apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.
- F. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- G. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
- H. Guy and stake trees immediately after planting, as indicated.
- I. Apply approved herbicide to all shrub bed areas at manufacture specified rate. Re-apply as necessary for elimination of weeds.

3.6 SODDING NEW LAWNS

- A. General: Install lawn sod in all areas designated on the drawings.
- B. Soil Preparation
1. Any sod lawn areas that may have become compacted prior to sodding must be scarified to a depth of eight (8) inches by approved means, then finish graded as hereinbefore described.
- C. Lay sod within 24 hours from time of stripping. Do not plant dormant sod or if ground is frozen.
- D. Sod Placement
1. Sod will be brought onto lawn areas by wheeled means with proper protection of sod beds. Sod layers shall be experienced, or if inexperienced, shall be constantly supervised by an experienced foreman. The Contractor shall insure that the base immediately ahead of sod layer is moist. Sod shall be laid tight with not gaps. Allowance shall be made for shrinkage. Lay sod with long edges perpendicular to primary slope.
 2. Lay to form a solid mass with tightly fitted joints. Butt ends and sides of strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work on boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces; remove excess to avoid smothering of adjacent grass.
 3. Sod shall be rolled with a two hundred (200) pound roller after installation to insure proper contact between soil and sod. Final rolling must provide a uniform surface. After final rolling, the sod lawn shall be mowed and watered. Approval of sod lawns shall be based on uniform, healthy and vigorous growth with no dry or dead spots.
 4. Add fertilizer "B" at the manufacturer's recommended application rate.
- E. Water sod thoroughly with a fine spray immediately after planting.
- F. Sodded Lawn Establishment
1. The Contractor shall be responsible for first mowing, subsequent mowings and fertilizing of sod lawn areas until Final Acceptance of the project.
 2. Mowing shall be done by an approved "reel" type mower. Mower blades shall be set at two (2) inches high for all mowings.
 3. Subsequent fertilizing shall occur three to four weeks after installation. Apply fertilizer as per the Manufacturer's recommended application rate. Verify all methods of application. Contractor shall notify the Architect in writing that the fertilizer applications have occurred and on what dates.

3.7 MAINTENANCE

- A. Begin landscape maintenance immediately after planting. Maintenance shall continue until Final Project Acceptance.
- B. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers, tighten and repair stake and guy supports, and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
- C. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as tolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- D. Maintain lawns for no less than period stated above, or longer as required to establish acceptable lawn.

3.8 CLEANUP AND PROTECTION

- A. During landscape work, keep pavements clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.9 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Architect will, upon request, make an inspection to determine acceptability.
- B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

END OF SECTION

SECTION 32 84 00 - IRRIGATION (PERFORMANCE)

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS:

- A. General and Supplementary Conditions, and Division 1 General Requirements.

1.2 SUMMARY

- A. Work included:
1. Provide and install a complete and operating automatic irrigation system for all lawn and planting areas.
 2. Connect to main water supply at existing site stubout as provided.
 3. Sleeving under paved areas (by others)
 4. Obtain and pay for all permits and fees for the work of this section.
 5. Perform work on a design/construct basis, subject to the requirements of the Contract Documents, applicable codes, and good design practice.
 6. Winterization of system.

1.3 SUBMITTALS

- A. Within 30 days after Contractor's receipt of Owner's Notice to Proceed, submit:
1. Manufacturer's printed product information and catalog cut sheets for all system components; five copies.
 2. Shop Drawings: Submit shop drawings for underground irrigation system including plan layout and details illustrating layout and type of head, type and size of valve, piping circuits, circuit GPM, pipe size, controls, and accessories.
 3. Record Drawings: At completion of this work, submit to the Contractor:
 1. Record Drawings; reproducible and five prints.
 2. Operations and Maintenance information (2 copies), including:
 - a. Information including descriptive details, parts list, specifications, maintenance schedules and procedures for system components.
 - b. Operation, adjustment of system and components instructions.
 - c. Winterization procedures.
 - d. Schedule indicating required open valve time to produce given precipitation amounts and seasonal adjustments.
 - e. Warranties and guarantees.
 - f. Submit five copies.

1.4 GUARANTEE

- A. Guarantee in writing all materials, equipment and workmanship furnished to be free of all defects of workmanship and materials. Within one year after date of Substantial Completion repair or replace all defective parts or workmanship that may be found at no additional cost to Owner.
- B. Fill and repair all depressions and replace all necessary lawn and planting which result from the settlement of irrigation trenches for one year after date of Substantial Completion.
- C. Supply all manufacturer's printed guarantees.

1.5 QUALITY ASSURANCE

- A. Contractor shall be licensed in the State in which this work is being performed.
- B. Contractor shall have at least two years prior experience in projects of equal or larger scope. Provide minimum of three references and list of similar projects with owners' names, addresses, and phone numbers, when requested by Owner.
- C. Contractor shall employ on site at all times a foreman who is thoroughly experienced and competent in all phases of the work of this Section.

1.6 SYSTEM DESCRIPTION

- A. Design requirements:
1. Minimum water coverage: Planting areas - 85%, Lawn areas - 100%
 2. Layout system to obtain optimum coverage using manufacturer's standard heads. Spray on walks, walls or paved areas is not acceptable.
 3. Zoning shall be designed for optimum use of available pressure and efficient distribution for types of plantings and shapes of planting areas.
 4. Design pressures: Install pressure regulating equipment as necessary.
 5. Provide/install approved fixed tee or coupling device for air blow winterization. Location shall be on main supply line downstream from main shut off valve.
 6. Install approved backflow prevention device in conformance with local or prevailing codes, and in approved site location. Provide for drainage without erosive damage.

1.7 EXTRA EQUIPMENT

- A. In addition to installed system, furnish owner with the following:
1. Valve operating key and marker key.
 2. Wrench for each sprinkler head cover type.
 3. Two (2) sprinkler head bodies of each size and type.
 4. Two (2) nozzles for each size and type used.
- B. Store above items safely until Substantial Completion.
- C. Deliver above items at Substantial Completion.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. PVC 1120, ASTM D-1784, permanently marked with manufacturer's name, schedule rating, size, type. Solvent-weld type:
1. Pipe:
 - a. Pressure lines: Schedule 40 solvent weld.
 - b. Lateral lines: Class 200 pvc.
 - c. Sleeving: Class 200 pvc.
 2. Fittings: Schedule 40 PVC, solvent-weld type. Install threaded joints where required at valves, risers, etc.
 3. Risers: Lawn and shrub heads - flexible and damage-resistant plastic "polypipe" riser.
 4. Solvent: NSF approved solvent for Type I & II PVC.
- B. Polyethylene Pipe
1. Pipe: Class 100, 3/4" lateral line, for use on drip irrigation zone(s) where drip tubing is not otherwise used.
 2. Fittings: Schedule 80 PVC.
 3. Clamps: Stainless Steel.
 4. Drip Line: Netafirm Techtline Dripperline, with .6 GPH drippers at 18" spacing.

2.2 SPRINKLER HEADS

- A. Description: Appropriate for application in throw, pressure and discharge. Each type of head shall be of a single manufacturer.
1. Lawn heads: pop-up type.
 - B. Manufacturer: Rainbird, Hunter, Weathermatic Irrigation Company.

2.3 AUTOMATIC CONTROL SYSTEM

- A. General: Furnish low voltage system manufactured expressly for control of automatic circuit valves of underground irrigation systems. Provide unit of capacity to suit number of circuits as indicated.
- B. Control Enclosure: Manufacturer's standard wall mount with locking cover, complying with NFPA 70.
- C. Circuit Control: each circuit variable from approximately 5 to 60 minutes. Including switch for manual or automatic operation of each circuit.
- D. Timing Device: Adjustable 24-hour and 7 or 14 day clocks to operate any time of day and skip any day in a 7 or 14 day period.
- E. Wiring: Solid or stranded direct-burial type as recommended by manufacturer of control unit; type AWG-UF, UL approved.

2.4 VALVING

- A. Manual valves: brass or bronze for direct burial, gate valves, 150 pound class, threaded connection with cross type handle designed to receive operating key.
- B. Automatic circuit valves: high impact plastic with corrosion-resistant internal parts. Low power solenoid control, normally closed, with manual flow adjustment; same manufacturer as control unit.
1. Standard sprinkler valve shall be Rainbird PEB-PRS-B. Use scrubber valve if not connected to potable water.
- C. Drip Control Zone Kit: Hunter PCZ-101.
- C. Quick coupler valve: brass or bronze construction with hinged top. One per zone or valve grouping.
- D. Manual drain valves:
1. Bronze construction, straight type, 150 pound class, threaded connections, with cross type operating handle designed to receive operating key. Calco, Champion 100, or approved equal.
 2. Size: 3/4 inch.

- E. Pressure Regulator: Netafirm Model PRV075HF35, 3/4", one per zones.

- F. Flushing Valve: Netafirm Model TLFV-1, two per zone (each end).

- G. Filter: Netafirm Model DF075-120, 3/4" filter; one per drip zone.

- H. Air Relief Valve: Netafirm Model TLAVRV.

2.5 MISCELLANEOUS

- A. Chemicals: primer and solvent glue as required by pipe manufacturer.
- B. Valve box - high impact plastic, green in color.
- C. Valve cover and frame - compatible with valve box with provision for locking.
- D. Drainage backfill - clean gravel or crushed stone, graded from 3" maximum to 3/4" minimum.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install system to provide for adequate protection against freeze damage.
- B. Install system in accordance with approved Contractor design drawings. All deviations from the plans must be approved, and clearly recorded on record drawing.
- C. Install system and components in strict accordance with manufacturer's recommendations.
- D. Install quick coupler(s) on main supply line, approximately equal spacing, at valve box locations or intervals of approximately 200 feet, whichever is greater. Locate adjacent to paved surfaces, at valve boxes where practical.

3.2 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work will be performed. Notify Contractor of conditions detrimental to timely and proper completion of Section work. Do not proceed until unsatisfactory conditions are corrected.
- B. Locate all underground utilities and structures and notify Architect of any conflict with Section work. Protect structures and utilities. Repair or replace said structures or utilities damaged by this work at no cost to the Owner.

3.3 SLEEVING

- A. Sleeving installed by others. Coordinate with other trades.

3.4 TRENCHING AND BACKFILLING

- A. Trenching and backfilling shall be per applicable ISPOWC Section.
- B. Cut trenches straight and without abrupt grade changes to allow the following minimum cover:
1. Main Lines and Sleeving: 18 inches.
 2. PVC Laterals: 12 inches.
 3. Surround lines with 2 inches of clean rock-free material on all sides.

3.5 MISCELLANEOUS VALVES

- A. Install manual drain valves up stream. Install device at mainline tap in accordance with manufacturer requirements for complete operation. Install backflow provision and connect to controller.

3.6 CIRCUIT VALVES

- A. Install in valve box, arranged for easy adjustment and removal.
1. Provide union on downstream side.
 2. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.

3.7 PIPE INSTALLATION

- A. Lay PVC pipe in accordance with standard and acceptable practice. Thrust blocks to be used at points of intersection and change of direction in main line pipe as per manufacturer's recommended specifications. Install manual drains.
- B. PVC pipe joints, solvent welded except as indicated. Cut pipe square, deburr, wipe from surface all saw chips, dust, dirt, moisture and any foreign matter which may contaminate the cemented joint. Apply cleaner/primer and solvent cement, make joints in accordance with manufacturer's recommendations. Use Teflon thread sealant (tape) at all threaded joints.
- C. Contractor shall size pipe according to schedule provided. Flow velocities shall not exceed 5 feet/second in all cases. Lateral lines shall be laid out and installed per zone to balance the pressure loss and provide minimum fluctuation in system operating pressures.
- | Pipe Size | Pipe Section | Pipe Size | Pipe Section |
|-----------|--------------|-----------|--------------|
| 3/4" | 1 0.5 GPM | 1 1/2" | 26-34 GPM |
| 1" | 10-17 GPM | 2" | 35-50 GPM |
| 1 1/4" | 18-25 GPM | 2 1/2" | 51-80 GPM |

- D. Trench Line Drive: Place in shallow furrow at 1"-2" below finish topsoil grade, below layer of specified mulch. Lay in uniform grid pattern in groundcover/shrub areas (rows 16"-24" apart max). Coil 20 linear feet at each balled and burlapped tree around base and to allow for tree removal if required. Staple drip line every 36" max. Flush all lines with full head of water prior to installation of flush valves at end of circuit runs.

- E. Flush Valves: Install flush valve at end of each drip line run.

3.8 SPRINKLER HEADS

- A. Flush circuit lines with full head of water prior to head installation.
1. Install heads at level with mulch.
 2. Locate part-circle shrubby heads to maintain a minimum distance of six inches (6") from walls and four inches (4") from other boundaries unless otherwise indicated. Keep overspray to a minimum.

3.9 CONTROL WIRE INSTALLATION

- A. Bury wires beside or below main line pipe in same trench.
- B. Bundle multiple wires together with tape at ten feet (10') maximum intervals.
- C. Provide 36 inch loop in wires at each valve where controls are connected and at 100' maximum intervals between.
- D. Make all electrical joints (splices) in boxes only. Make electrical joints waterproof. Scotch-Lock connectors, or approved.

3.10 AUTOMATIC CONTROLLER

- A. Install on site as approved. Verify location with Owner Representative.
- B. Install typewritten legend inside controller door.

3.11 TESTING

- A. Do not allow or cause any work of this Section to be covered up or enclosed until it has been inspected and tested.
- B. Pressure testing:
1. Make necessary provision for thoroughly bleeding the line of air and debris.
 2. Before testing, cap all risers, and install all valves.
 3. Fill all main supply lines with water. Pressurize to 100 psi. Close air supply and test for leakage. Test shall be approved if no greater than 5 psi loss occurs in 15 minutes.
 4. Fill all zone lines with water to static pressure. Hold for 15 minutes. Inspect for leakage.
 5. Contractor shall provide all required testing equipment and personnel. Test shall be performed in presence of Architect. Contractor shall make notice of test (48) hours in advance.
 6. Provide required testing equipment and personnel.
 7. Repair leaks, and retest until acceptance by the Architect.
- C. Coverage inspection: upon completion of all systems, perform a coverage test to determine if coverage of water afforded all areas is complete, adequate and uniform. Change heads, nozzles, orifices and/or adjustment as directed to provide uniform coverage.
- D. Final inspection:
1. Clean, adjust, and balance all systems. Verify that:
 - a. Remote control valves are properly balanced;
 - b. Heads are properly adjusted for radius and arc of coverage;
 - c. The installed system is workable, clean and efficient.
 - E. Winterization: Winterize system at the end of first season of system operation. Review procedures with Owner Representative.

END OF SECTION

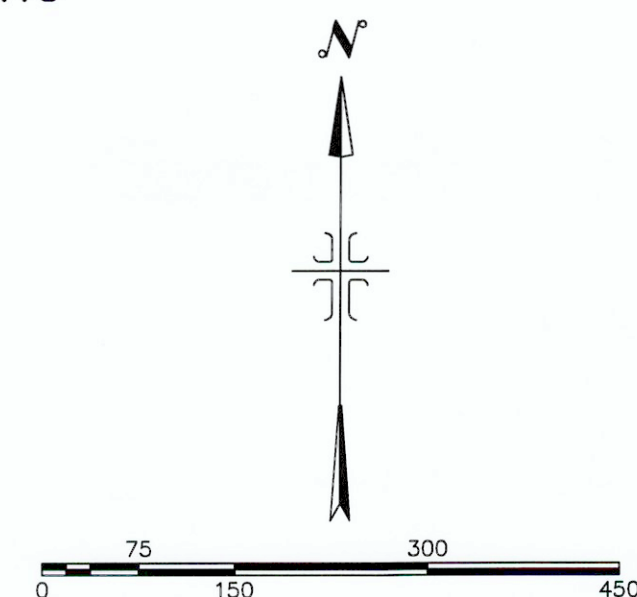
Issue	Description	Date
ISSUE	STREET NAME REV	8-13-21
BASE UPDATE		9-22-21
		6-27-22
		4-5-23

PLAT SHOWING CRESTA DEL SOL SUBDIVISION NO. 4

A PORTION OF THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF
THE NE1/4 OF SECTION 32, T.5N., R.1W., B.M., CITY OF STAR,
ADA COUNTY, IDAHO
2023

NOTES

- ALL LOT LINES COMMON TO PUBLIC STREETS ARE HEREBY DESIGNATED TO HAVE A SEVENTEEN (17) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF PROPER HARD-SURFACED DRIVEWAYS AND WALKWAYS FOR ACCESS TO EACH INDIVIDUAL LOT.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A FIVE (5) FOOT PERMANENT EASEMENT ON EACH SIDE OF THE INTERIOR SIDE LOT LINES, AND TWELVE (12) FOOT PERMANENT EASEMENT CONTIGUOUS TO ALL REAR LOT LINES, FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. ALL OTHER EASEMENTS ARE AS SHOWN.
- 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.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- IRRIGATION WATER HAS BEEN PROVIDED BY THE MIDDLETON MILL IRRIGATION DISTRICT AND FOOTHILLS DITCH COMPANY IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THE SUBDIVISION SHALL BE ENTITLED TO IRRIGATION WATER FROM THESE IRRIGATION ENTITIES, TO BE DELIVERED TO LOTS THROUGH A PRESSURIZED IRRIGATION SYSTEM OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION WILL BE SUBJECT TO ASSESSMENTS BY THESE IRRIGATION ENTITIES.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY OR THE HOMEOWNER ASSOCIATION.
- LOTS 2 AND 9, BLOCK 6, LOT 10, BLOCK 7, LOT 11, BLOCK 10, LOTS 13, 19, 20 AND 21 BLOCK 11; LOT 1, BLOCK 15; LOTS 1 AND 11, BLOCK 16; AND LOTS 1 AND 7, BLOCK 17 ARE DESIGNATED AS COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE CRESTA DEL SOL SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ITS ASSIGNS. SAID LOTS ARE COVERED BY BLANKET EASEMENTS FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE.
- 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 WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
- LOTS 9, 10 AND 11, BLOCK 7 IS SERVIENT TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN 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.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
- LOTS 20 AND 21 BLOCK 11 ARE SUBJECT TO A FARMERS UNION CANAL EASEMENT.
- A PORTION OF LOTS 19, 20 AND 21, BLOCK 11; LOTS 1-11, BLOCK 16; LOTS 1-6, AND 9, BLOCK 17 ARE SUBJECT TO A GRAVITY IRRIGATION EASEMENT, RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA, COUNTY, IDAHO.
- SEE ACHD SIDEWALK EASEMENT- INSTRUMENT NO. _____
- SEE STAR SEWER AND WATER DISTRICT SANITARY SEWER EASEMENT- INSTRUMENT NO. _____



SCALE: 1" = 150'

LEGEND

- FOUND 5/8" IRON PIN, PLS 11779
- ⊕ FOUND BRASS CAP MONUMENT
- ⊙ FOUND ALUMINUM CAP MONUMENT
- SET 1/2 IRON PIN, PLS 11779
- SET 5/8" IRON PIN, PLS 11779
- △ CALCULATED POINT, NOTHING FOUND OR SET
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE
- EASEMENT LINE, AS NOTED
- SIDEWALK EASEMENT LINE (NOTE 14)
- GRAVITY IRRIGATION EASEMENT (NOTE 13)
- ACHD STORM DRAIN EASEMENT (NOTE 9)
- ① LOT NUMBER



SURVEYORS NARRATIVE:

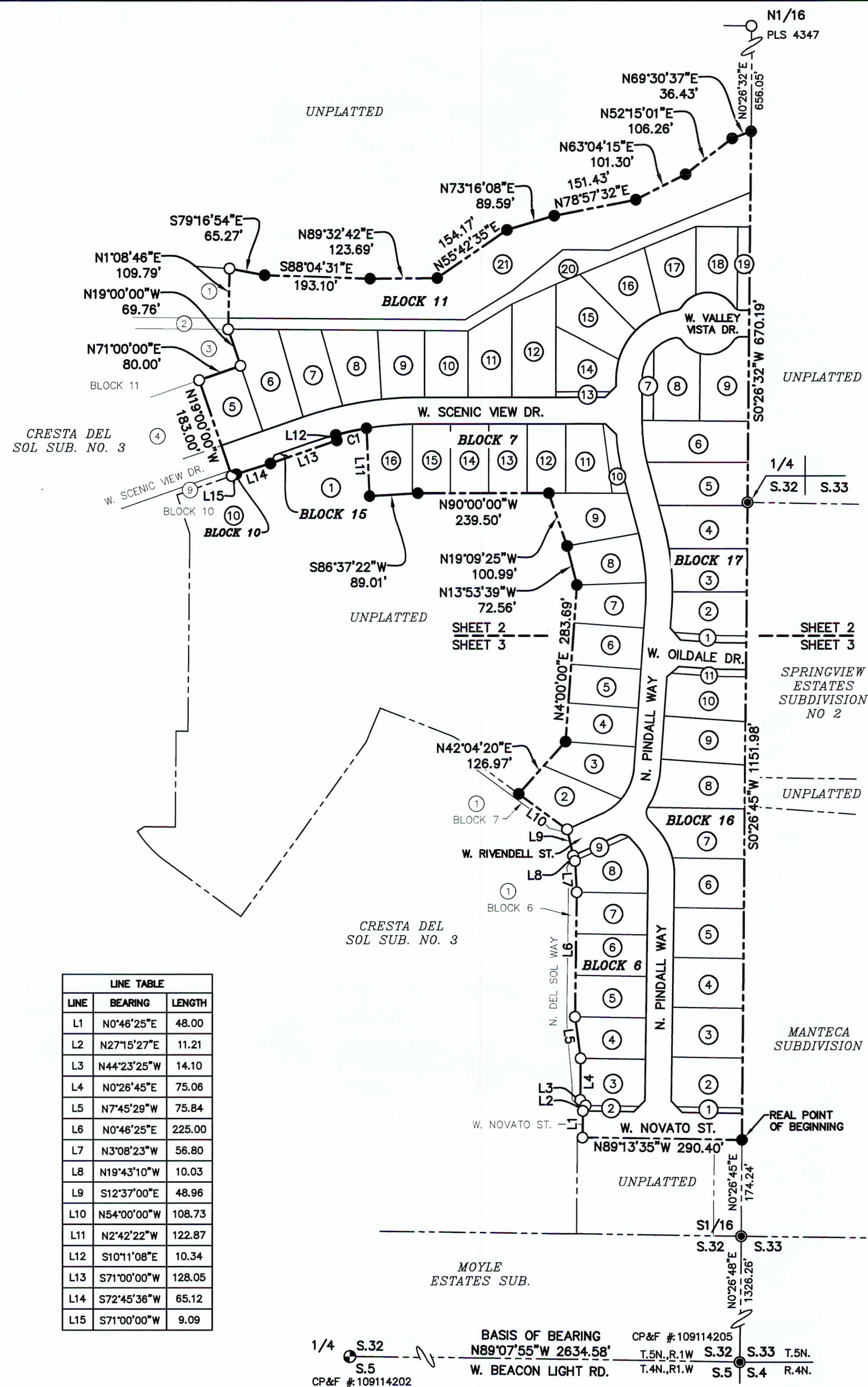
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HERON. THE PROPERTY IS ADJACENT TO CRESTA DEL SOL SUBDIVISION NO. 3, MANTECA SUBDIVISION, SPRINGVIEW ESTATES SUBDIVISION NO. 2 AND UNPLATTED LANDS. THE SUBJECT PROPERTY IS ALSO A PORTION OF THE PROPERTY SHOWN ON ROS 7088. MONUMENTATION FOUND PER THESE PLATS AND RECORD OF SURVEY ARE IN SUBSTANTIAL AGREEMENT WITH THE MONUMENTATION SHOWN ON SAID PLATS AND SURVEY. SAID FOUND MONUMENTS WERE HELD AS CONTROLLING CORNERS FOR THIS PLAT.

BOOK PAGE

ISG IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

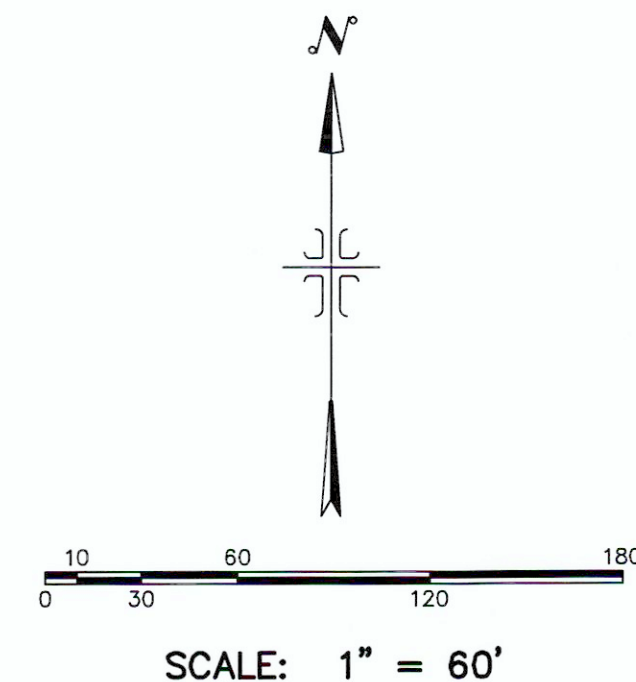
JOB NO. 21-343-04
SHEET 1 OF 5



LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°46'25"E	48.00
L2	N27°15'27"E	11.21
L3	N44°23'25"W	14.10
L4	N0°26'45"E	75.06
L5	N7°45'29"W	75.84
L6	N0°46'25"E	225.00
L7	N3°08'23"W	56.80
L8	N19°43'10"W	10.03
L9	S12°37'00"E	48.96
L10	N54°00'00"W	108.73
L11	N2°42'22"W	122.87
L12	S10°11'08"E	10.34
L13	S71°00'00"W	128.05
L14	S72°45'36"W	65.12
L15	S71°00'00"W	9.09

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	57.64	600.00	5°30'15"	S78°10'16"W	57.62

CRESTA DEL SOL SUBDIVISION NO. 4



SEE SHEET 1 FOR LEGEND
SEE SHEET 1 FOR NOTES
SEE SHEET 3 FOR LINE AND
CURVE TABLES

SPRINGVIEW
ESTATES
SUBDIVISION
NO 2

BOOK PAGE

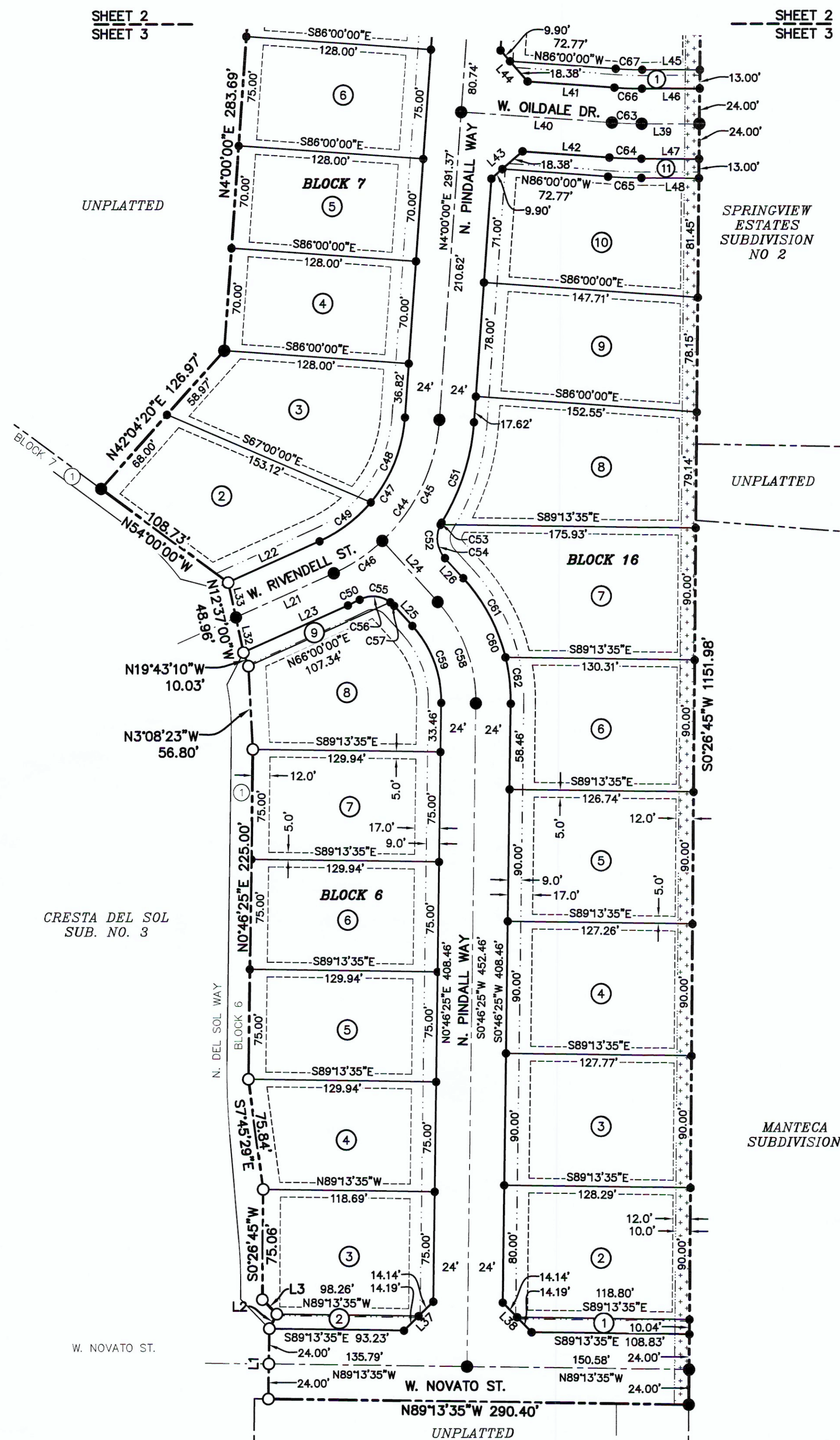


IDAHO
SURVEY
GROUP, LLC

JOB NO. 21-343-04
SHEET 2 OF 5

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

CRESTA DEL SOL SUBDIVISION NO. 4



LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°46'25"E	48.00
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L15	S71°00'00"W	9.09
L16	N19°00'00"W	35.02
L17	N71°00'00"E	71.40
L18	S0°00'00"E	13.89
L19	N90°00'00"W	15.58
L20	N90°00'00"W	15.95
L21	N66°00'00"E	73.96
L22	S66°00'00"W	69.13
L23	S66°00'00"W	78.80
L24	S42°41'51"E	56.78
L25	N42°41'51"W	18.65
L26	S42°41'51"E	18.65
L27	N71°00'00"E	42.17
L28	S72°45'36"W	33.10
L29	S72°45'36"W	32.02
L30	S0°26'32"W	24.00
L31	S0°26'32"W	24.00
L32	N12°37'00"W	24.48
L33	N12°37'00"W	24.48
L34	S26°00'00"W	16.97
L35	N45°00'00"E	28.28
L36	N46°39'59"W	27.45
L37	N45°46'25"E	28.33
L38	N44°13'35"W	28.33
L39	S89°40'09"E	39.95
L40	S86°00'00"E	103.77
L41	S86°00'00"E	59.77
L42	S86°00'00"E	59.77
L43	N49°00'00"E	28.28
L44	N41°00'00"W	28.28
L45	S89°40'09"E	40.02
L46	S89°40'09"E	39.99
L47	S89°40'09"E	39.90
L48	S89°40'09"E	39.87
L49	S61°15'18"E	13.51

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
E1	S15°00'00"E	21.00

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	57.64	600.00	5°30'15"	S78°10'16"W	57.62
C3	206.93	624.00	19°00'00"	S80°30'00"W	205.98
C4	214.88	648.00	19°00'00"	S80°30'00"W	213.90
C5	75.04	648.00	6°38'07"	S74°19'03"W	75.00
C6	72.69	648.00	6°25'39"	S80°50'56"W	72.65
C7	67.15	648.00	5°56'14"	S87°01'53"W	67.12
C8	46.28	600.00	4°25'08"	S73°12'34"W	46.26
C9	95.05	600.00	8°04'37"	S85°27'42"W	94.95
C10	157.08	100.00	90°00'00"	S45°00'00"W	141.42
C11	179.73	124.00	83°02'47"	S41°31'24"W	164.41
C12	35.12	124.00	16°13'42"	S8°06'51"W	35.00
C13	61.34	124.00	28°20'27"	S30°23'56"W	60.71
C14	54.66	124.00	25°15'24"	S57°11'52"W	54.22
C15	28.61	124.00	13°13'14"	S76°26'11"W	28.55
C16	100.99	76.00	76°08'13"	S38°04'06"W	93.72
C17	57.88	76.00	43°38'14"	S21°49'07"W	56.49
C18	43.11	76.00	32°29'59"	S59°53'13"W	42.53
C19	16.91	14.00	69°12'23"	N69°15'36"W	15.90
C20	109.92	56.00	112°27'54"	N89°06'39"E	93.11
C21	40.09	56.00	41°01'08"	S55°09'58"E	39.24
C22	69.83	56.00	71°26'46"	N68°36'05"E	65.39
C23	13.96	14.00	57°07'18"	S61°26'21"W	13.39
C24	13.96	14.00	57°07'18"	S61°26'21"E	13.39
C25	6.22	14.00	25°28'24"	S77°15'48"E	6.17
C26	7.73	14.00	31°38'54"	S48°42'09"E	7.64
C27	112.62	56.00	115°13'38"	S89°30'29"W	94.58
C28	78.11	56.00	79°55'00"	N72°50'12"W	71.93
C29	34.51	56.00	35°18'37"	S49°32'59"W	33.97
C30	12.50	14.00	51°09'07"	N57°28'14"E	12.09
C31	78.54	300.00	15°00'00"	S7°30'00"E	78.32
C32	65.98	324.00	11°40'01"	S9°09'59"E	65.86
C33	72.26	276.00	15°00'00"	S7°30'00"E	72.05
C34	69.97	276.00	14°31'31"	S7°15'45"E	69.78
C35	2.29	276.00	0°28'29"	S14°45'45"E	2.29
C36	140.60	424.00	19°00'00"	N5°30'00"W	139.96

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C37	132.65	400.00	19°00'00"	N5°30'00"W	132.04
C38	89.95	400.00	12°53'05"	N8°33'28"W	89.76
C39	42.69	400.00	6°06'55"	N0°56'32"E	42.67
C40	148.56	448.00	19°00'00"	N5°30'00"W	147.88
C41	41.22	448.00	5°16'16"	N12°21'52"W	41.20
C42	78.37	448.00	10°01'20"	N4°43'04"W	78.27
C43	28.98	448.00	3°42'24"	N2°08'48"E	28.98
C44	134.18	124.00	62°00'00"	N35°00'00"E	127.73
C45	93.72	124.00	43°18'09"	N25°39'04"E	91.50
C46	40.47	124.00	18°41'51"	N56°39'04"E	40.29
C47	108.21	100.00	62°00'00"	N35°00'00"E	103.01
C48	63.67	100.00	36°28'41"	N22°14'21"E	62.60
C49	44.54	100.00	25°31'19"	N53°14'21"E	44.18
C50	9.08	148.00	3°30'52"	N64°14'34"E	9.08
C51	72.63	148.00	28°07'10"	N18°03'35"E	71.91
C52	26.12	20.00	74°49'01"	S51°17'21"E	24.30
C53	1.68	20.00	4°48'18"	S29°43'01"W	1.68
C54	24.44	20.00	70°00'43"	S7°41'30"E	22.95
C55	26.12	20.00	74°49'01"	N80°06'22"W	24.30
C56	22.53	20.00	64°33'15"	N85°14'14"W	21.36
C57	3.58	20.00	10°15'46"	N47°49'44"W	3.58
C58	75.87	100.00	43°28'16"	N20°57'43"W	74.06
C59	57.66	76.00	43°28'16"	N20°57'43"W	56.29
C60	94.08	124.00	43°28'16"	N20°57'43"W	91.84
C61	62.19	124.00	28°44'11"	N28°19'46"W	61.54
C62	31.89	124.00	14°44'05"	N6°35'38"W	31.80
C63	20.75	324.00	3°40'09"	S87°50'05"E	20.75
C64	22.29	348.00	3°40'09"	S87°50'05"E	22.28
C65	23.12	361.00	3°40'09"	S87°50'05"E	23.11
C66	19.21	300.00	3°40'09"	S87°50'05"E	19.21
C67	18.38	287.00	3°40'09"	S87°50'05"E	18.38
C68	85.05	600.00	8°07'19"	S84°59'03"W	84.98
C69	10.00	600.00	0°57'18"	S89°31'21"W	10.00



SCALE: 1" = 60'

BOOK PAGE



IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

SEE SHEET 1 FOR LEGEND
SEE SHEET 1 FOR NOTES

JOB NO. 21-343-04
SHEET 3 OF 5

CRESTA DEL SOL SUBDIVISION NO.4

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 1 WEST, B.M., CITY OF STAR, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 4 AND 5, TOWNSHIP 4 NORTH, RANGE 1 WEST AND SECTIONS 32 AND 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, B.M., FROM WHICH THE 1/4 CORNER SECTION CORNER COMMON TO SAID SECTIONS 5 AND 32, BEARS NORTH 89°07'55" WEST, 2,634.58 FEET; THENCE NORTH 0°26'48" EAST, 1326.26 FEET TO THE SOUTH 1/16 CORNER COMMON TO SAID SECTIONS 32 AND 33; THENCE ON THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 WHICH IS COINCIDENT WITH THE WEST BOUNDARY LINE OF MANTECA SUBDIVISION AS FILED IN BOOK 60 OF PLATS AT PAGES 5854 AND 5855, RECORDS OF ADA COUNTY, IDAHO, NORTH 00°26'45" EAST, 174.24 FEET TO THE REAL POINT OF BEGINNING;

THENCE LEAVING SAID EAST BOUNDARY LINE NORTH 89°13'35" WEST, 290.40 FEET TO THE EXTERIOR BOUNDARY LINE OF CRESTA DEL SOL SUBDIVISION NO. 3 AS FILE IN BOOK ____ OF PLATS AT PAGES ____ THROUGH ____.

RECORDS OF ADA COUNTY, IDAHO;

THENCE ON SAID EXTERIOR BOUNDARY LINE FOR THE FOLLOWING TEN (10) COURSES AND DISTANCES:

NORTH 00°46'25" EAST, 48.00 FEET;
NORTH 27°15'27" EAST, 11.21 FEET;
NORTH 44°23'25" WEST, 14.10 FEET;
NORTH 00°26'45" EAST, 75.06 FEET;
NORTH 07°45'29" WEST, 75.84 FEET;
NORTH 00°46'25" EAST, 225.00 FEET;
NORTH 03°08'23" WEST, 56.80 FEET;
NORTH 19°43'10" WEST, 10.03 FEET;
NORTH 12°37'00" WEST, 48.96 FEET;
NORTH 54°00'00" WEST, 108.73 FEET;

THENCE LEAVING SAID EXTERIOR BOUNDARY LINE NORTH 42°04'20" EAST, 126.97 FEET;

THENCE NORTH 04°00'00" EAST, 283.69 FEET;
THENCE NORTH 13°53'39" WEST, 72.56 FEET;
THENCE NORTH 19°09'25" WEST, 100.99 FEET;
THENCE NORTH 90°00'00" WEST, 239.50 FEET;
THENCE SOUTH 86°37'22" WEST, 89.01 FEET;
THENCE NORTH 02°42'22" WEST, 122.87 FEET;

THENCE 57.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 05°30'15" AND A LONG CHORD WHICH BEARS SOUTH 78°10'16" WEST, 57.62 FEET;

THENCE SOUTH 10°11'08" EAST, 10.34 FEET;
THENCE SOUTH 71°00'00" WEST, 128.05 FEET;
THENCE SOUTH 72°45'36" WEST, 65.12 FEET;

THENCE SOUTH 71°00'00" WEST, 9.09 FEET TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 10 OF SAID CRESTA DEL SOL SUBDIVISION NO. 3;

THENCE ON THE EXTERIOR BOUNDARY LINE OF SAID CRESTA DEL SOL SUBDIVISION NO. 3 FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTH 19°00'00" WEST, 183.00 FEET;
NORTH 71°00'00" EAST, 80.00 FEET;
NORTH 19°00'00" WEST, 69.76 FEET;
NORTH 01°08'46" EAST, 109.79 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 11 OF SAID CRESTA DEL SOL SUBDIVISION NO. 3;

THENCE LEAVING SAID EXTERIOR BOUNDARY LINE SOUTH 79°16'54" EAST, 65.27 FEET;

THENCE SOUTH 88°04'31" EAST, 193.10 FEET;
THENCE NORTH 89°32'42" EAST, 123.69 FEET;
THENCE NORTH 55°42'35" EAST, 154.17 FEET;
THENCE NORTH 73°16'08" EAST, 89.59 FEET;
THENCE NORTH 78°57'32" EAST, 151.43 FEET;
THENCE NORTH 63°04'15" EAST, 101.30 FEET;
THENCE NORTH 52°15'01" EAST, 106.26 FEET;

THENCE NORTH 69°30'37" EAST, 36.43 FEET TO EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE OF SAID SECTION 32;

THENCE ON SAID EAST BOUNDARY LINE SOUTH 00°26'32" WEST, 670.19 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 32 AND 33;

THENCE ON THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 WHICH IS COINCIDENT WITH THE WEST BOUNDARY LINES OF SPRINGVIEW ESTATES SUBDIVISION NO. 2 AS FILED IN BOOK 116 OF PLATS AT PAGES 17530 THROUGH 17532, RECORDS OF ADA COUNTY, IDAHO AND SAID MANTECA SUBDIVISION, SOUTH 00°26'45" WEST, 1,151.98 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 18.43 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER THE RIGHT TO USE SAID PRIVATE ROAD AND EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE DOMESTIC WATER AND SANITARY SEWER SERVICE FROM AN EXISTING STAR SEWER AND WATER DISTRICT MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION AND STAR SEWER AND WATER DISTRICT HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION. (I.C. 50-1334) AND (I.C. 50-1326).

TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUSAN STANLEY, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED SUSAN STANLEY, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT TOLL SOUTHWEST LLC EXECUTED THE SAME.

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

MY COMMISSION EXPIRES

NOTARY PUBLIC FOR IDAHO
RESIDING IN _____, IDAHO

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" 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.

CODY M. McCAMMON



P.L.S. NO. 11779

BOOK PAGE



IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 21-343-04
SHEET 4 OF 5

CRESTA DEL SOL SUBDIVISION NO.4

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 THE 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 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.

CENTRAL DISTRICT HEALTH 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.

ACHD PRESIDENT DATE

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER 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, STAR, IDAHO DATE

CERTIFICATE OF COUNTY SURVEYOR

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

COUNTY SURVEYOR

CERTIFICATE OF 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

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

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

INSTRUMENT NO.

DEPUTY

EX-OFFICIO RECORDER



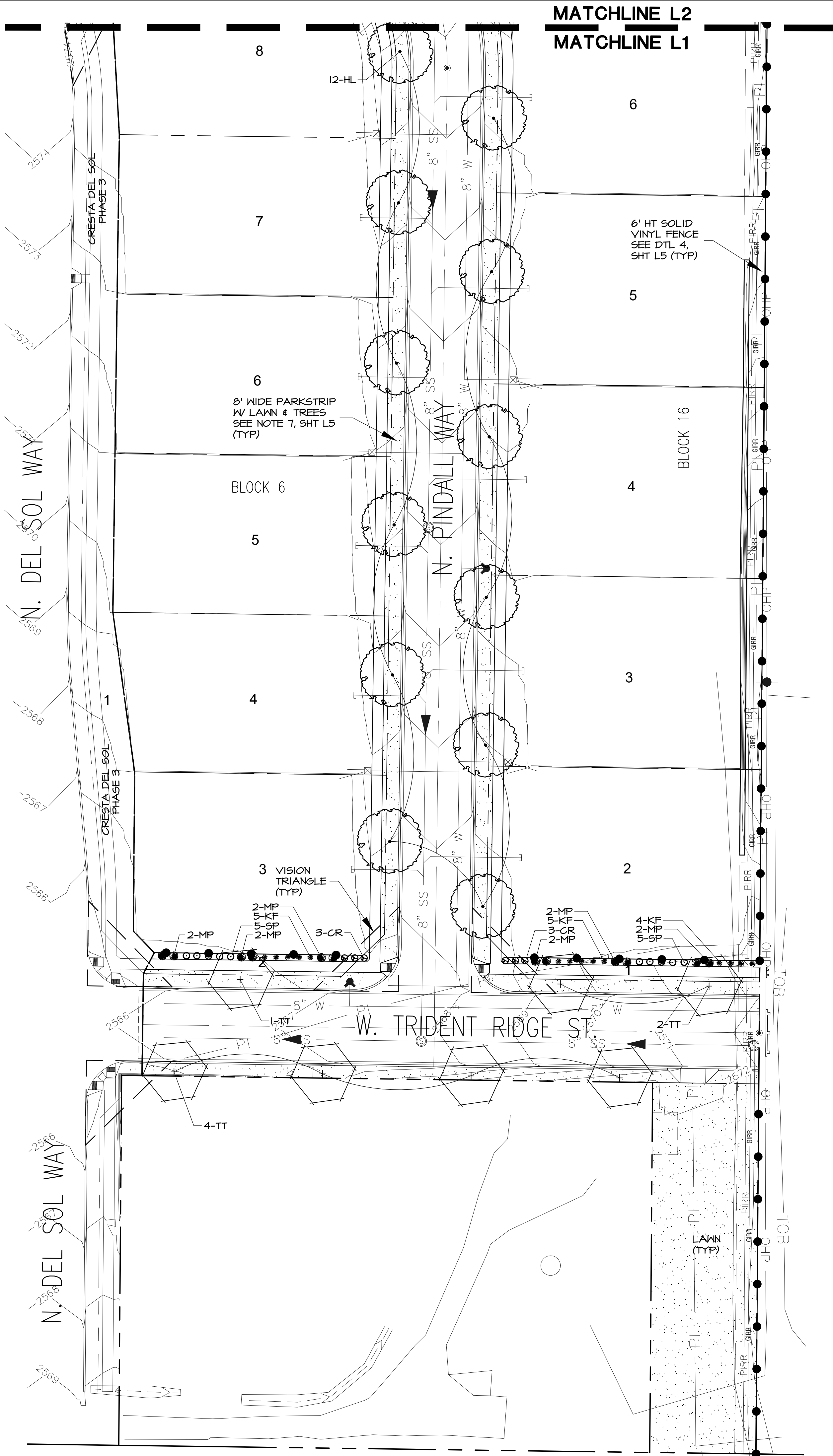
BOOK PAGE



IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 21-343-04
SHEET 5 OF 5



PLANT SCHEDULE

(REFERENCE SHT L5)

SYM COMMON NAME

EVERGREEN TREES

MJ MOONGLOW JUNIPER
VP VANDERWOLF'S PINE

SHADE/STREET TREES (CLASS II)

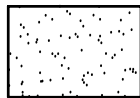
HL SKYLINE HONEYLOCUST
PM PACIFIC SUNSET MAPLE
TT TULIP TREE

ORNAMENTAL TREES (CLASS I)

CP CHANTICLEER PEAR

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

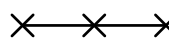
CR RED FLOWER CARPET ROSE
DL ENDLESSLILY ORANGE DAYLILY
GL GRO-LOW SUMAC
HR HUSKER RED PENSTEMON
KF KARL FOERSTER REED GRASS
MP SLOWMOUND MUGO PINE
SP SUNSET POTENTILLA
SW SUMMERWINE NINEBARK



SOD
LAWN



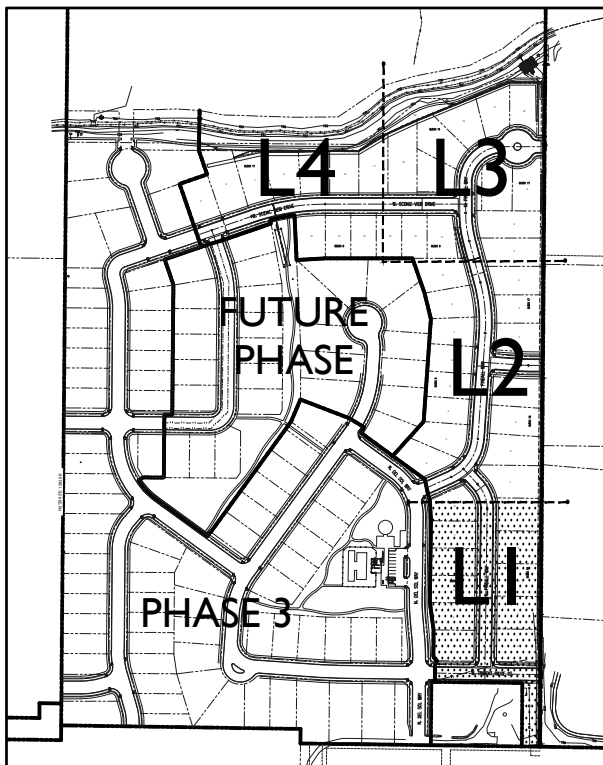
6' SOLID VINYL FENCE ALONG
LANDSCAPE BUFFERS,
COMMON AREAS, AND PERIMETER
PROPERTY LINES. (TYP)
SEE DTL 4, SHT L5.



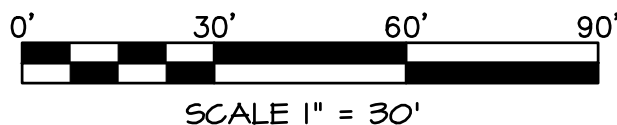
6' IRON FENCE ADJACENT
TO THE FARMERS UNION
EASEMENT (TYP).
SEE DTL 5, SHT L5.

NOTES

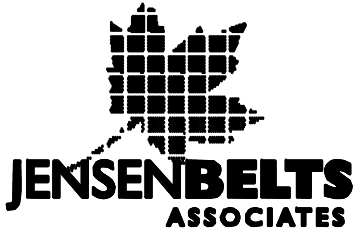
- REFER TO SHT L5 FOR PLANT SCHEDULE,
LANDSCAPE NOTES, AND DETAILS.
- REFER TO SHT L6 FOR LANDSCAPE
SPECIFICATION AND IRRIGATION
PERFORMANCE SPECIFICATION.



KEY MAP



Issue	Description	Date
ISSUE	BASE UPDATE	4-4-21
		6-27-22



Site Planning
Landscape Architecture
1509 Tyrell Lane, Ste 130
Boise, Idaho 83706
Ph. (208) 343-7175
www.jensenbelts.com

CRESTA DEL SOL SUBDIVISION NO. 4

STAR, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS
Scale AS SHOWN

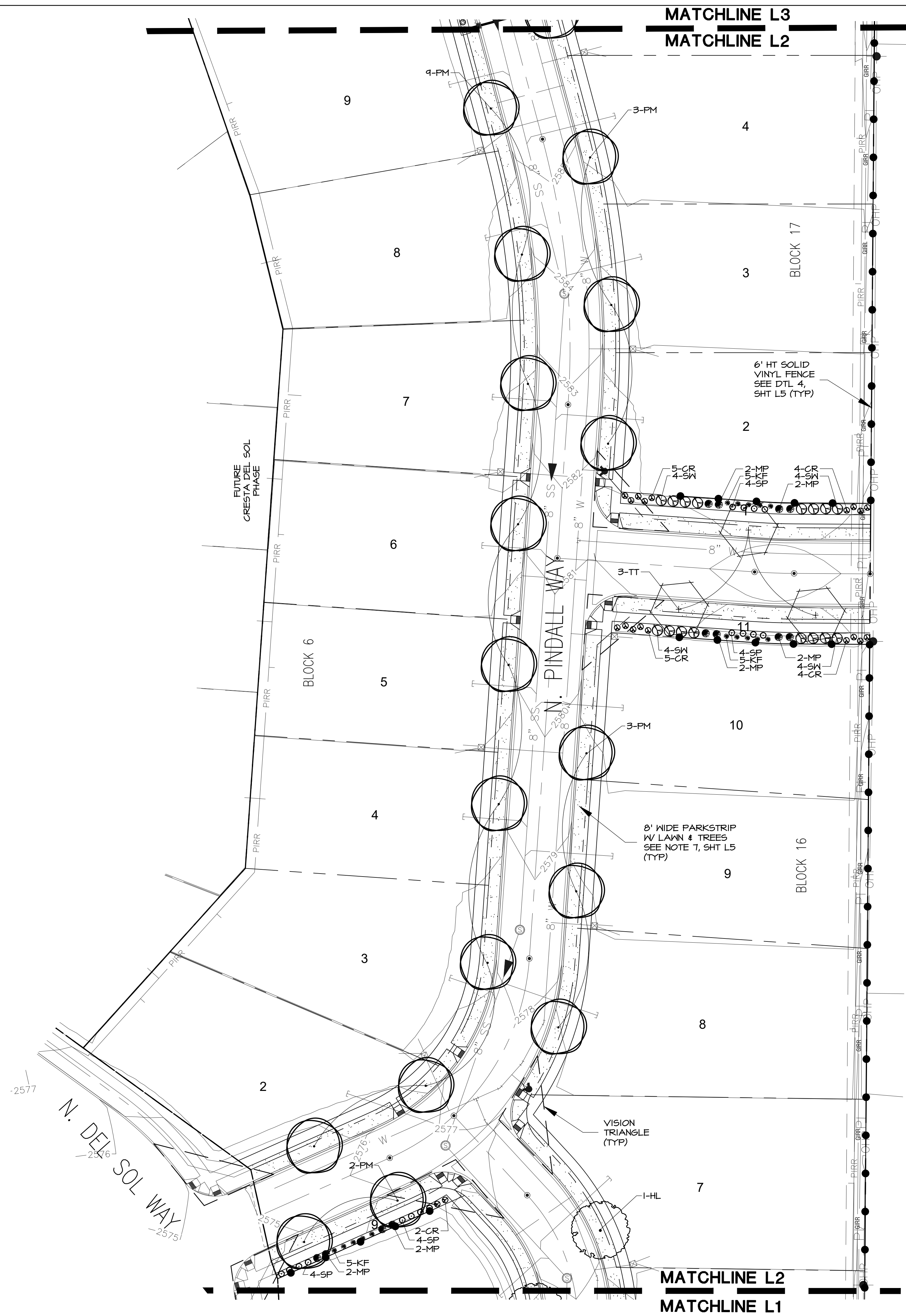
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Sheet Title
LANDSCAPE
PLAN

Sheet Number

L1

1 of 6 Sheets



PLANT SCHEDULE

(REFERENCE SHT L5)

SYM	COMMON NAME
-----	-------------

EVERGREEN TREES

MJ	MOONGLOW JUNIPER
VP	VANDERWOLFS PINE

SHADE/STREET TREES (CLASS II)

HL	SKYLINE HONEYLOCUST
PM	PACIFIC SUNSET MAPLE
TT	TULIP TREE

ORNAMENTAL TREES (CLASS I)

CP	CHANTICLEER PEAR
----	------------------

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

CR	RED FLOWER CARPET ROSE
DL	ENDLESSLILY ORANGE DAYLILY
GL	GRD-LOW SUMAC
HR	HUSKER RED FEISTEMON
KF	KARL FOERSTER REED GRASS
MP	SLOWMOUND MUGO PINE
SP	SUNSET POTENTILLA
SW	SUMMERWINE NINEBARK

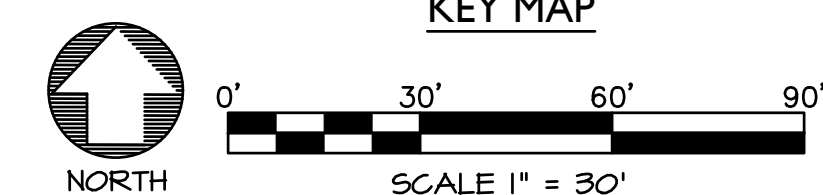
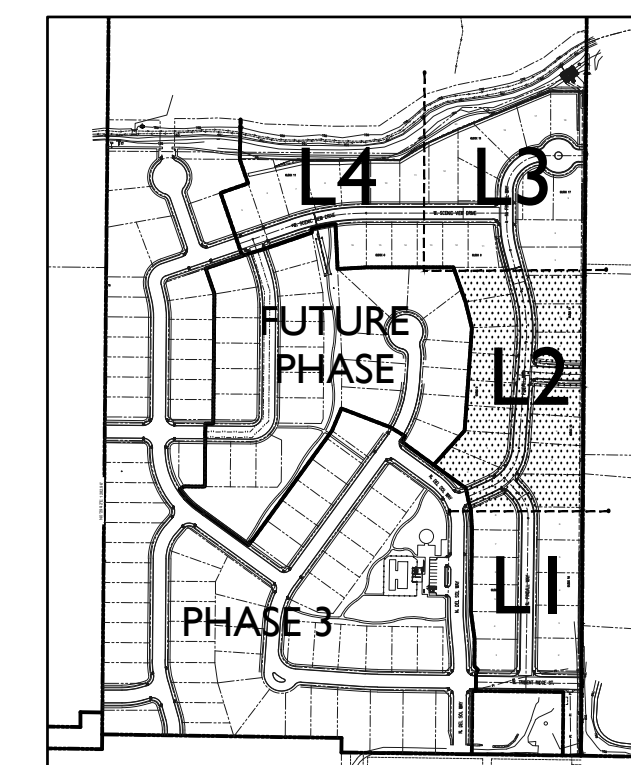


6' SOLID VINYL FENCE ALONG LANDSCAPE BUFFERS, COMMON AREAS, AND PERIMETER PROPERTY LINES. (TYP) SEE DTL 4, SHT L5.

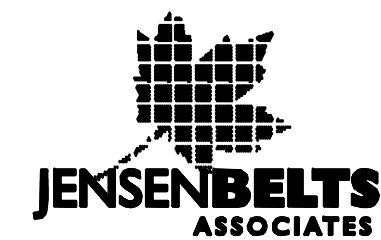
6' IRON FENCE ADJACENT TO THE FARMERS UNION EASEMENT (TYP). SEE DTL 5, SHT L5.

NOTES

1. REFER TO SHT L5 FOR PLANT SCHEDULE, LANDSCAPE NOTES, AND DETAILS.
2. REFER TO SHT L6 FOR LANDSCAPE SPECIFICATION AND IRRIGATION PERFORMANCE SPECIFICATION.



Issue	Description	Date
ISSUE	BASE UPDATE	4-4-21
		6-27-22



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CRESTA DEL SOL SUBDIVISION NO. 4

STAR, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2113

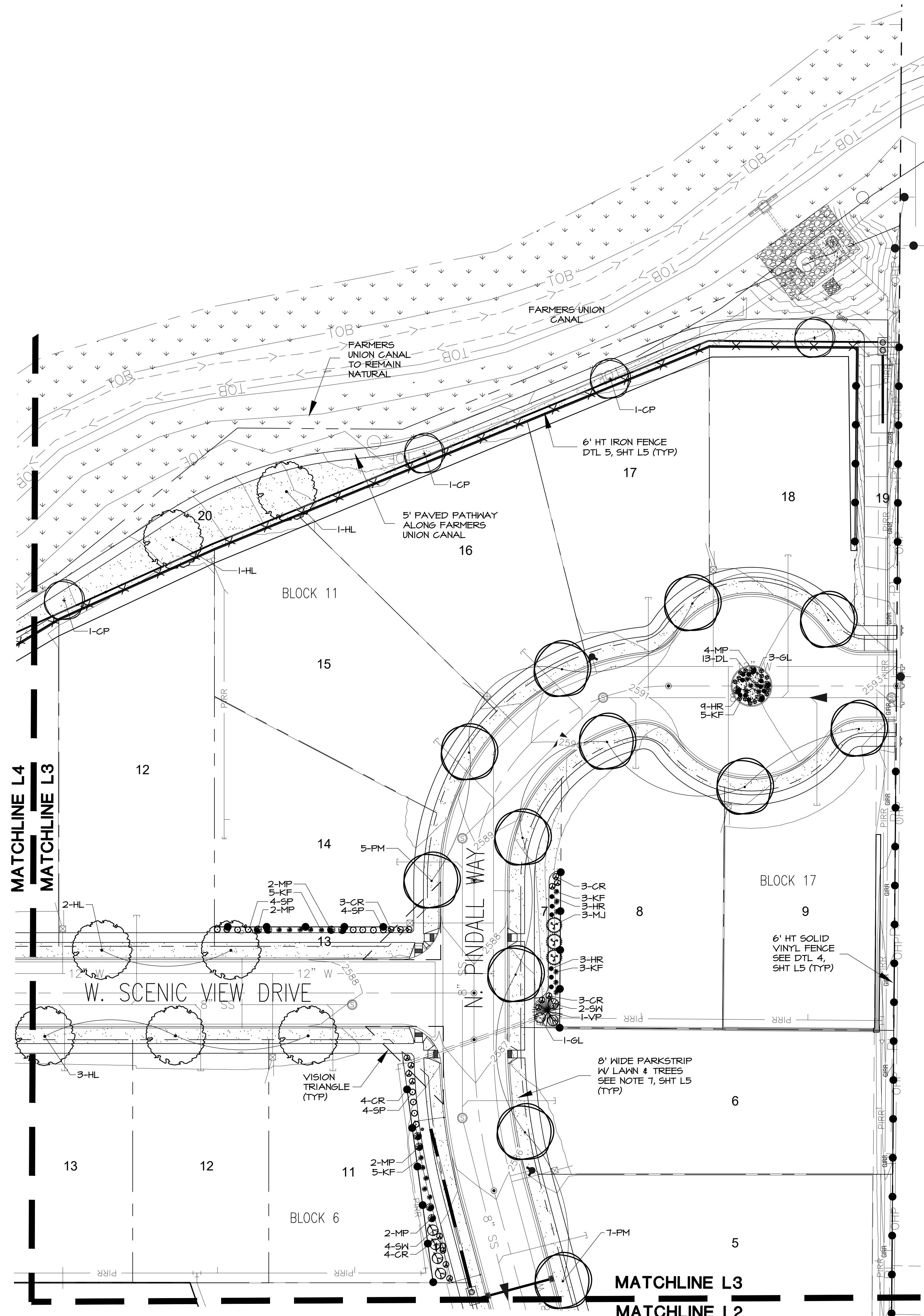
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KCS	KCS
Scale	AS SHOWN

Sheet Title
LANDSCAPE PLAN

Sheet Number

L2

2 of 6 Sheets



PLANT SCHEDULE

(REFERENCE SHT L5)

SYM COMMON NAME

EVERGREEN TREES

MJ MOONGLOW JUNIPER
VP VANDERWOLFS PINE

SHADE/STREET TREES (CLASS II)

HL SKYLINE HONEYLOCUST
PM PACIFIC SUNSET MAPLE
TT TULIP TREE

ORNAMENTAL TREES (CLASS I)

CP CHANTICLEER PEAR

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

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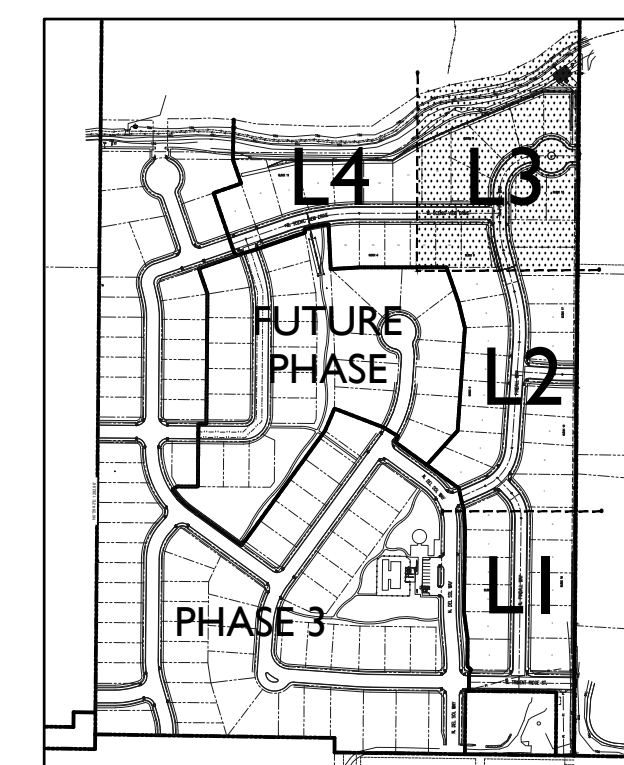
SOD
LAWN

6' SOLID VINYL FENCE ALONG
LANDSCAPE BUFFERS,
COMMON AREAS, AND PERIMETER
PROPERTY LINES. (TYP)
SEE DTL 4, SHT L5.

6' IRON FENCE ADJACENT
TO THE FARMERS UNION
EASEMENT (TYP).
SEE DTL 5, SHT L5.

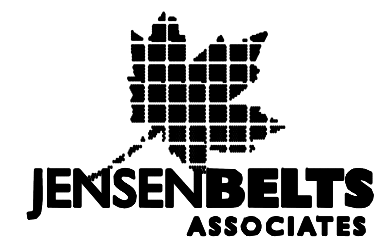
NOTES

1. REFER TO SHT L5 FOR PLANT SCHEDULE,
LANDSCAPE NOTES, AND DETAILS.
2. REFER TO SHT L6 FOR LANDSCAPE
SPECIFICATION AND IRRIGATION
PERFORMANCE SPECIFICATION.



0' 30' 60' 90'
SCALE 1" = 30'

Issue	Description	Date
ISSUE	BASE UPDATE	4-4-21
		6-27-22



Site Planning
Landscape Architecture
1509 Tyrell Lane, Ste 130
Boise, Idaho 83706
Ph. (208) 343-7175
www.jensenbelts.com

CRESTA DEL SOL SUBDIVISION NO. 4 STAR, IDAHO FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS
Scale AS SHOWN

Checked KCS

Sheet Title
LANDSCAPE PLAN

Sheet Number

L3
3 of 6 Sheets

Issue	Description	Date
1	ISSUE	4-4-21
2	BASE UPDATE	6-27-22



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CRESTA DEL SOL SUBDIVISION NO. 4

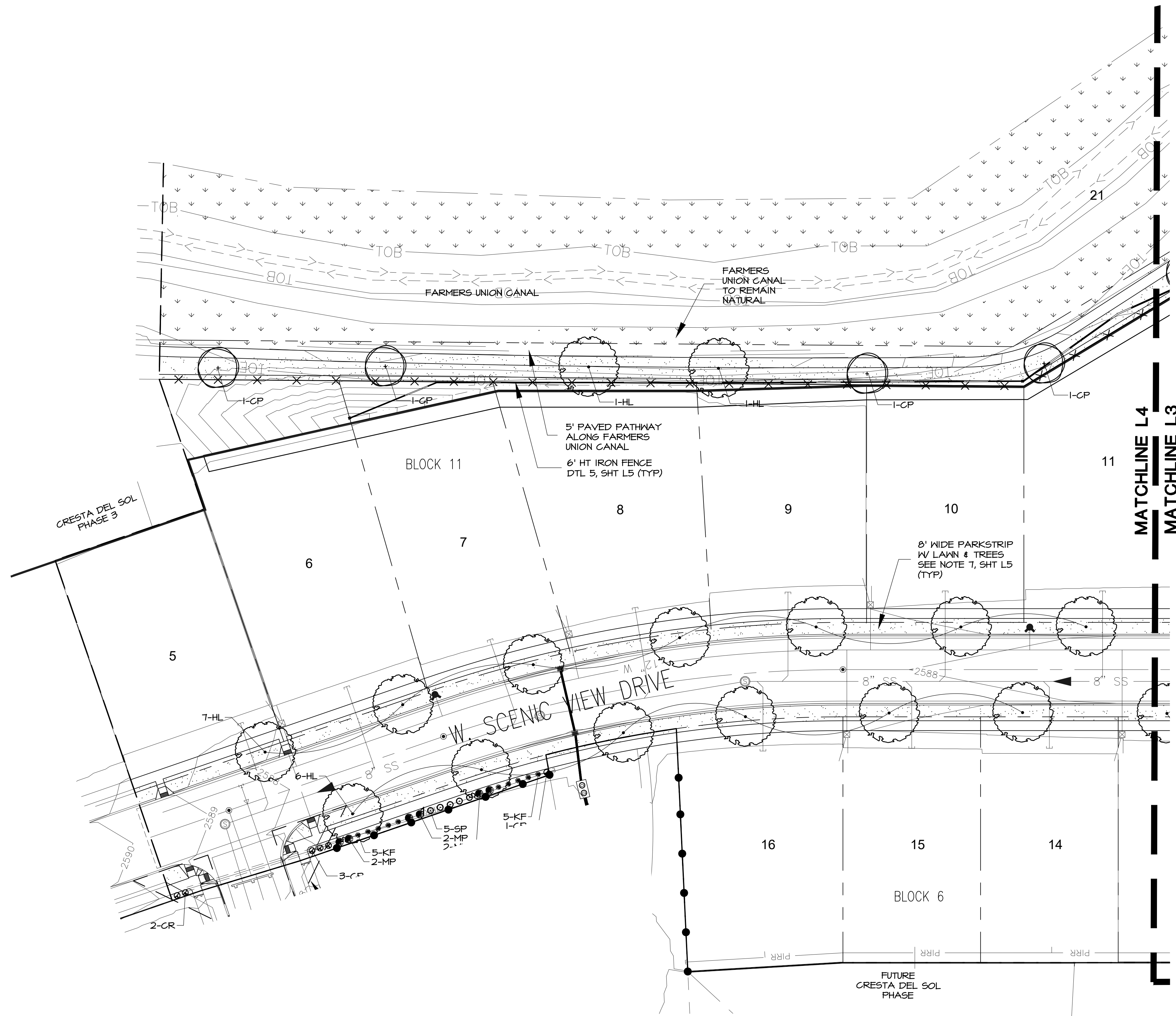
STAR, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS	Checked KCS
Scale AS SHOWN	
Sheet Title LANDSCAPE PLAN	

Sheet Number
L4
4 of 6 Sheets



PLANT SCHEDULE

(REFERENCE SHT L5)

SYM	COMMON NAME
-----	-------------

EVERGREEN TREES

MJ	MOONGLOW JUNIPER
VP	VANDERWOLF'S PINE

SHADE/STREET TREES (CLASS II)

HL	SKYLINE HONEYLOCUST
PM	PACIFIC SUNSET MAPLE
TT	TULIP TREE

ORNAMENTAL TREES (CLASS I)

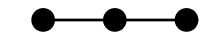
CP	CHANTICLEER PEAR
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SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

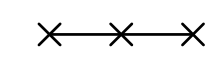
CR	RED FLOWER CARPET ROSE
DL	ENDLESSLY ORANGE DAYLILY
GL	GRO-LOW SUMAC
HR	HUSKER RED PENSTEMON
KF	KARL FOERSTER REED GRASS
MP	SLOWMOUND MUGO PINE
SP	SUNSET POTENTILLA
SW	SUMMERWINE NINEBARK



SOD
LAWN



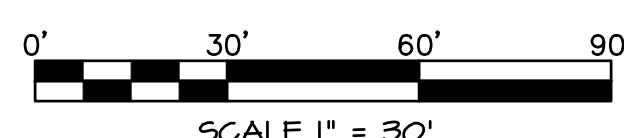
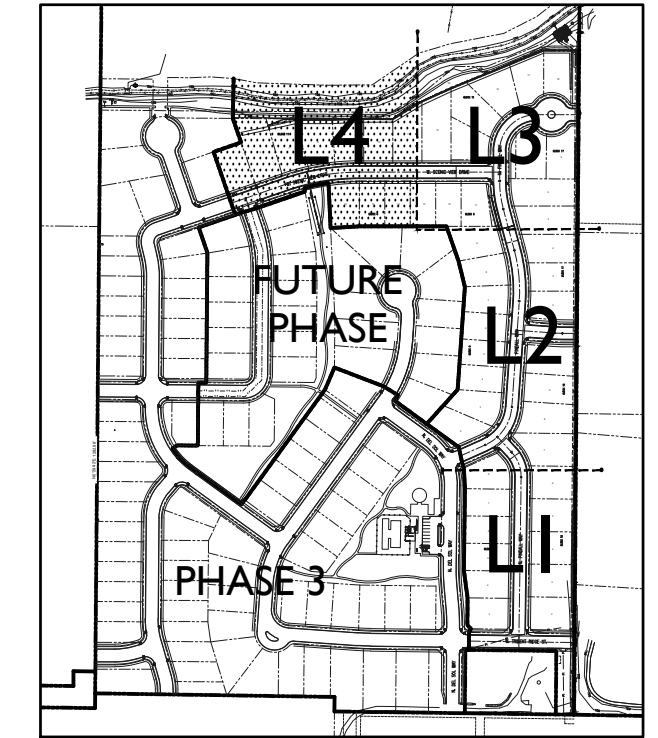
6' SOLID VINYL FENCE ALONG
LANDSCAPE BUFFERS,
COMMON AREAS, AND PERIMETER
PROPERTY LINES. (TYP)
SEE DTL 4, SHT L5.



6' IRON FENCE ADJACENT
TO THE FARMERS UNION
EASEMENT (TYP).
SEE DTL 5, SHT L5.

NOTES

- REFER TO SHT L5 FOR PLANT SCHEDULE, LANDSCAPE NOTES, AND DETAILS.
- REFER TO SHT L6 FOR LANDSCAPE SPECIFICATION AND IRRIGATION PERFORMANCE SPECIFICATION.



SECTION 32 90 00 - LANDSCAPE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections.

1.2 SUMMARY

- A. This Section includes provisions for the following items:

1. Trees.
 2. Shrubs; Ground cover.
 3. Lawns.
 4. Topsoil and Soil Amendments.
 5. Miscellaneous Landscape Elements.
 6. Initial maintenance of landscape materials.
- B. Related Sections: The following sections contain requirements.
1. Underground sprinkler system is specified in Section 32 84 00 - Irrigation

1.3 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work.

- B. Source Quality Control:

1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Architect, with proposal for use of equivalent material.
3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
4. Trees, Shrubs and Groundcovers: Provide trees, shrubs, and groundcovers of quantity, size, genus, species, and variety shown and scheduled for work complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or discoloration.
5. Label at least one tree and one shrub of each variety with attached waterproof tag with legible designation of botanical and common name.
 - a. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread.
6. Inspection: The Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

- B. Plant and Material Certifications:

1. Certificates of inspection as required by governmental authorities.
 2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
 3. Label data substantiating that plants, trees, shrubs and planting materials comply specified requirements.
- C. Mulch: Submit 1 gal bag of mulch sample for approval.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.
- B. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Architect. Do not bend or bundle trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- C. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
- D. Do not remove container-grown stock from containers until planting time.
- E. Do not drop or dump materials from vehicles during delivery or handling. Avoid any damage to rootballs during deliver, storage and handling.

1.6 JOB CONDITIONS

- A. Utilities: Determine location of underground utilities and work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.
- C. Adjacent Landscape: Protect planted areas adjacent to construction area. Replace or recondition to prior conditions at project completion.

1.7 SEQUENCING AND SCHEDULING

- A. Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
1. Plant or install all plant materials during normal planting seasons from 15 March to 15 November.
- B. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- C. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.8 SPECIAL PROJECT WARRANTY

- A. Warranty lawns through specified lawn maintenance period, until Final Project Acceptance.
- B. Warranty trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents beyond Landscape Installer's control.
- C. Remove and replace trees, shrubs, or other plants dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of Architect, it is advisable to extend warranty period for a full growing season.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. If deemed usable, native topsoil shall be stockpiled for re-use in landscape work. Topsoil shall be fertile, friable, natural loam, surface soil, reasonable free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
1. Contractor shall send a minimum of three (3) representative topsoil samples for testing. See testing requirements below. Contractor is responsible for whatever soil additives are recommended by the tests. Submit to Architect for approval. Compost will be added to other additives and added regardless of test results.
- B. If quantity of stockpiled topsoil is insufficient, contractor to provide imported topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inches in any dimension, and other extraneous or toxic matter harmful to plant growth.
1. Obtain topsoil from local sources or areas with similar soil characteristics to that of project site. Obtain topsoil only from naturally well-drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.
 2. Composition: Topsoil shall contain from 1 to 20% organic matter as determined by the Organic Carbon, 6A, Chemical Analysis Method described in USDA Soil Survey Investigation Report No. 1. Maximum particle size, 3/4-inch, with maximum 3% retained on 1/4-inch screen.
- Other components shall conform to the following limits:
- | | |
|---------------|-----------------|
| pH | 6.5 to 7.5 |
| Soluble Salts | 600 ppm maximum |
| Silt | 25-50% |
| Clay | 10-30% |
| Sand | 20-50% |
3. Contractor shall submit representative soil report on imported topsoil proposed for use for approval. Report shall meet standards below. Contractor is responsible for whatever soil additives are recommended by the test. Compost will be in addition to other additives and added regardless of test results.

C. Soil Testing

1. Soil tests are required for this project (see above for requirements). Test shall be provided as follows:
 - a. Provide certified analysis at time of sample submitted (three samples imported topsoil). Amend soils per chemist's recommendations and as herein specified unless otherwise approved by Architect.
 2. Test shall include, but not limited to recommendations on chemical distributions, organic contents, pH factors, and sieve analysis as necessary. Test #1T by Western Laboratories (+800-658-3858) is required.
 3. Contractor is responsible for whatever soil additives are recommended by the soil testing laboratory.
 4. Contractor shall coordinate, obtain and pay for all soil tests.
 5. If regenerative noxious weeds are present in the soil, remove all resultant growth including roots throughout one-year period after acceptance of work, at no cost to Owner.

2.2 pH ADJUSTERS

- A. When pH does not comply with this specification, commercial grade aluminum sulfate shall be used to adjust soil pH.

2.3 SOIL AMENDMENTS

- A. Compost: Compost; "Cascade Compost" from Cloverdale Nursery (208) 375-5262 and NuSoil Compost (208) 629-6912 or approved equal in equal amounts by volume.
- B. Commercial Fertilizer: Fertilizer shall be complete, standard commercial brand fertilizer. It shall be free-flowing and packaged in new waterproof, non-overlaid bags clearly labeled as to weight, manufacturer, and content. Protect materials from deterioration during delivery and while stored at site.
1. Commercial fertilizer "A" for trees and shrubs during planting; slow release Agriform Planting 5-gran tablets 20-10-5 type or equal.
 2. Commercial fertilizer "B" for lawn areas, applied to bed prior to seeding or sodding, to be 16-16-17 applied at the rate of ten pounds per acre.
 3. Commercial fertilizer "C" for lawn areas three to four weeks after planting (sod) or after first mowing (seed). Organic Fertilizer Milorganite (6-0-2) type or equal.
- C. Herbicide: Pre-emergent for topical application in planting beds. Oxidiazon 2G brand or pre-approved equal. Use in accordance with manufacturer's recommendation on all planting beds.

2.4 PLANT MATERIALS

- A. Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
- B. Deciduous Trees: Provide trees of height and caliper scheduled or shown with branching configuration recommended by ANSI Z60.1 for type and species required. Single stem trees except where special forms are shown or listed.
- C. Deciduous Shrubs: Provide shrubs of the height shown or listed, not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub.
- D. Coniferous and Broadleafed Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well balanced form complying with requirements for other size relationships to the primary dimension shown.

2.5 GRASS MATERIALS

- A. Lawn sod: Provide strongly rooted sod, not less than 1 growing season old, and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant).
1. Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will be rejected.
- B. Provide sod composed of: Rhizomatous Tall Fescue (RTF) from The Turf Company, Meridian, ID (208) 888-3760 or approved equal.

2.6 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- B. Mulch: Rock mulch for planting beds to be: Crushed Stone Perma Bark - dark color, 1/2" max size, 3" thick in all areas. Provide samples of rock mulch for approval by architect and ownership group prior to installation. Rock mulch to be placed over woven weed barrier fabric installed per manufacturer's instructions.
- C. Stakes and Guys: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 2 inch diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size to protect tree trunks from damage by wires.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

- A. General Contractor shall be responsible for excavating planting areas to appropriate depths for placement of topsoil as specified herein.
- B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.

3.2 PREPARATION OF PLANTING SOIL

- A. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- B. Mix specified compost and fertilizers with topsoil at rates specified. Delay mixing fertilizer if planting will not follow placing of planting soil in a few days.
- Compost: Lawn Areas: 1/4 compost, 3/4 topsoil.
Shrub Areas: 1/3 compost, 2/3 topsoil.
- Fertilizer: Per soil test and manufacturer's recommendations.
- C. For shrub and lawn area, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 PREPARATION FOR PLANTING LAWNS

- A. After excavating and removing surface material to proper depth, loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
1. Spread topsoil mix to minimum depth of 4 inches for sodded lawns as required to meet lines, grades, and elevations shown, after light rolling, addition of amendments, and natural settlement. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments as required and mix thoroughly into upper 4 inches of topsoil.
- 3.4 PREPARATION OF PLANTING BEDS
- A. Loosen subgrade of planting areas to a minimum depth of 6 inches using a culti-mulcher or similar equipment. Remove stones measuring over 1 1/2 inches in any dimension. Remove stocks, stones, rubbish, and other extraneous matter.
- B. Spread planting soil mixture to minimum 12 inch depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add 1 1/2 inches of specified compost over entire planting area and mix thoroughly into upper 6 inches of topsoil. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of the planting soil.
- C. Apply Pre-Emergent per manufacturer's recommendation.

3.5 PLANTING TREES AND SHRUBS

- A. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove soil from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. Place fertilizer tablets in excavated area per manufacturer's written instructions. When excavation is approximately 2/3 full, water roughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove all ties from around base of trunk.
- B. Set container grown stock, as specified, for balled burlapped stock, except cut cans on 2 sides with an approved can cutter and remove can; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- C. Trees planted in turf area: Remove turf 3' dia around tree trunk. Dish top of backfill to allow for mulching.
- D. Mulch pits, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades.
1. Provide 3 inches thickness of mulch.
- E. If season and weather conditions dictate, apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.
- F. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- G. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
- H. Guy and stake trees immediately after planting, as indicated.
- I. Apply approved herbicide to all shrub bed areas at manufacture specified rate. Re-apply as necessary for elimination of weeds.

3.6 SODDING NEW LAWNS

- A. General: Install lawn sod in all areas designated on the drawings.
- B. Soil Preparation
1. Any sod lawn areas that may have become compacted prior to sodding must be scarified to a depth of eight (8) inches by approved means, then finish graded as hereinbefore described.
- C. Lay sod within 24 hours from time of stripping. Do not plant dormant sod or if ground is frozen.
- D. Sod Placement
1. Sod will be brought onto lawn areas by wheeled means with proper protection of sod beds. Sod layers shall be experienced, or if inexperienced, shall be constantly supervised by an experienced foreman. The Contractor shall insure that the base immediately ahead of sod layer is moist. Sod shall be laid tight with not gaps. Allowance shall be made for shrinkage. Lay sod with long edges perpendicular to primary slope.
 2. Lay to form a solid mass with tightly fitted joints. Butt ends and sides of strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work on boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces; remove excess to avoid smothering of adjacent grass.
 3. Sod shall be rolled with a two hundred (200) pound roller after installation to insure proper contact between soil and sod. Final rolling must provide a uniform surface. After final rolling, the sod lawn shall be mowed and watered. Approval of sod lawns shall be based on uniform, healthy and vigorous growth with no dry or dead spots.
 4. Add fertilizer "B" at the manufacturer's recommended application rate.
- E. Water sod thoroughly with a fine spray immediately after planting.
- F. Sodded Lawn Establishment
1. The Contractor shall be responsible for first mowing, subsequent mowings and fertilizing of sod lawn areas until Final Acceptance of the project.
 2. Mowing shall be done by an approved "reel" type mower. Mower blades shall be set at two (2) inches high for all mowings.
 3. Subsequent fertilizing shall occur three to four weeks after installation. Apply fertilizer as per the Manufacturer's recommended application rate. Verify all methods of application. Contractor shall notify the Architect in writing that the fertilizer applications have occurred and on what dates.

3.7 MAINTENANCE

- A. Begin landscape maintenance immediately after planting. Maintenance shall continue until Project Final Acceptance.
- B. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers, tighten and repair stake and guy supports, and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
- C. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as tolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- D. Maintain lawns for no less than period stated above, or longer as required to establish acceptable lawn.

3.8 CLEANUP AND PROTECTION

- A. During landscape work, keep pavements clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.9 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Architect will, upon request, make an inspection to determine acceptability.
- B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

END OF SECTION

SECTION 32 84 00 - IRRIGATION (PERFORMANCE)

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS:

- A. General and Supplementary Conditions, and Division 1 General Requirements.

1.2 SUMMARY

- A. Work included:
1. Provide and install a complete and operating automatic irrigation system for all lawn and planting areas.
 2. Connect to main water supply at existing site stubout as provided.
 3. Sleeving under paved areas (by others)
 4. Obtain and pay for all permits and fees for the work of this section.
 5. Perform work on a design/construct basis, subject to the requirements of the Contract Documents, applicable codes, and good design practice.
 6. Winterization of system.

1.3 SUBMITTALS

- A. Within 30 days after Contractor's receipt of Owner's Notice to Proceed, submit:
1. Manufacturer's printed product information and catalog cut sheets for all system components; five copies.
 2. Shop Drawings: Submit shop drawings for underground irrigation system including plan layout and details illustrating layout and type of head, type and size of valve, piping circuits, circuit GPM, pipe size, controls, and accessories.
 3. Record Drawings: At completion of this work, submit to the Contractor:
 1. Record Drawings; reproducible and five prints.
 2. Operations and Maintenance information (2 copies), including:
 - a. Information including descriptive details, parts list, specifications, maintenance schedules and procedures for system components.
 - b. Operation, adjustment of system and components instructions.
 - c. Winterization procedures.
 - d. Schedule indicating required open valve time to produce given precipitation amounts and seasonal adjustments.
 - e. Warranties and guarantees.
 - f. Submit five copies.

1.4 GUARANTEE

- A. Guarantee in writing all materials, equipment and workmanship furnished to be free of all defects of workmanship and materials. Within one year after date of Substantial Completion repair or replace all defective parts or workmanship that may be found at no additional cost to Owner.
- B. Fill and repair all depressions and replace all necessary lawn and planting which result from the settlement of irrigation trenches for one year after date of Substantial Completion.
- C. Supply all manufacturer's printed guarantees.

1.5 QUALITY ASSURANCE

- A. Contractor shall be licensed in the State in which this work is being performed.
- B. Contractor shall have at least two years prior experience in projects of equal or larger scope. Provide minimum of three references and list of similar projects with owners' names, addresses, and phone numbers, when requested by Owner.
- C. Contractor shall employ on site at all times a foreman who is thoroughly experienced and competent in all phases of the work of this Section.

1.6 SYSTEM DESCRIPTION

- A. Design requirements:
1. Minimum water coverage: Planting areas - 85%, Lawn areas - 100%
 2. Layout system to obtain optimum coverage using manufacturer's standard heads. Spray on walks, walls or paved areas is not acceptable.
 3. Zoning shall be designed for optimum use of available pressure and efficient distribution for types of plantings and shapes of planting areas.
 4. Design pressures: Install pressure regulating equipment as necessary.
 5. Provide/install approved fixed tee or coupling device for air blow winterization. Location shall be on main supply line downstream from main shut off valve.
 6. Install approved backflow prevention device in conformance with local or prevailing codes, and in approved site location. Provide for drainage without erosive damage.

1.7 EXTRA EQUIPMENT

- A. In addition to installed system, furnish owner with the following:
1. Valve operating key and marker key.
 2. Wrench for each sprinkler head cover type.
 3. Two (2) sprinkler head bodies of each size and type.
 4. Two (2) nozzles for each size and type used.
- B. Store above items safely until Substantial Completion.
- C. Deliver above items at Substantial Completion.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. PVC 1120, ASTM D-1784, permanently marked with manufacturer's name, schedule rating, size, type. Solvent-weld type:
1. Pipe:
 - a. Pressure lines: Schedule 40 solvent weld.
 - b. Lateral lines: Class 200 pvc.
 - c. Sleeving: Class 200 pvc.
 2. Fittings: Schedule 40 PVC, solvent-weld type. Install threaded joints where required at valves, risers, etc.
 3. Risers: Lawn and shrub heads - flexible and damage-resistant plastic "polypipe" riser.
 4. Solvent: NSF approved solvent for Type I & II PVC.
- B. Polyethylene Pipe
1. Pipe: Class 100, 3/4" lateral line, for use on drip irrigation zone(s) where drip tubing is not otherwise used.
 2. Fittings: Schedule 80 PVC.
 3. Clamps: Stainless Steel.
 4. Drip Line: Netafirm Techline Dripperline, with .6 GPH drippers at 18" spacing.

2.2 SPRINKLER HEADS

- A. Description: Appropriate for application in throw, pressure and discharge. Each type of head shall be of a single manufacturer.
1. Lawn heads: pop-up type.
 - B. Manufacturer: Rainbird, Hunter, Weathermatic Irrigation Company.

2.3 AUTOMATIC CONTROL SYSTEM

- A. General: Furnish low voltage system manufactured expressly for control of automatic circuit valves of underground irrigation systems. Provide unit of capacity to suit number of circuits as indicated.
- B. Control Enclosure: Manufacturer's standard wall mount with locking cover, complying with NFPA 70.
- C. Circuit Control: each circuit variable from approximately 5 to 60 minutes. Including switch for manual or automatic operation of each circuit.
- D. Timing Device: Adjustable 24-hour and 7 or 14 day clocks to operate any time of day and skip any day in a 7 or 14 day period.
- E. Wiring: Solid or stranded direct-burial type as recommended by manufacturer of control unit; type AWG-UF, UL approved.

2.4 VALVING

- A. Manual valves: brass or bronze for direct burial, gate valves, 150 pound class, threaded connection with cross type handle designed to receive operating key.
- B. Automatic circuit valves: high impact plastic with corrosion-resistant internal parts. Low power solenoid control, normally closed, with manual flow adjustment; same manufacturer as control unit.
1. Standard sprinkler valve shall be Rainbird PEB-PRS-B. Use scrubber valve if not connected to potable water.
- C. Drip Control Zone Kit: Hunter PCZ-101.
- C. Quick coupler valve: brass or bronze construction with hinged top. One per zone or valve grouping.
- D. Manual drain valves:
1. Bronze construction, straight type, 150 pound class, threaded connections, with cross type operating handle designed to receive operating key. Calco, Champion 100, or approved equal.
 2. Size: 3/4 inch.

- E. Pressure Regulator: Netafirm Model PRV075HF35, 3/4", one per zones.
- F. Flushing Valve: Netafirm Model TLFV-1, two per zone (each end).
- G. Filter: Netafirm Model DF075-120, 3/4" filter; one per drip zone.
- H. Air Relief Valve: Netafirm Model TLAVRV.

2.5 MISCELLANEOUS

- A. Chemicals: primer and solvent glue as required by pipe manufacturer.
- B. Valve box - high impact plastic, green in color.
- C. Valve cover and frame - compatible with valve box with provision for locking.
- D. Drainage backfill - clean gravel or crushed stone, graded from 3" maximum to 3/4" minimum.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install system to provide for adequate protection against freeze damage.
- B. Install system in accordance with approved Contractor design drawings. All deviations from the plans must be approved, and clearly recorded on record drawing.
- C. Install system and components in strict accordance with manufacturer's recommendations.
- D. Install quick coupler(s) on main supply line, approximately equal spacing, at valve box locations or intervals of approximately 200 feet, whichever is greater. Locate adjacent to paved surfaces, at valve boxes where practical.

3.2 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work will be performed. Notify Contractor of conditions detrimental to timely and proper completion of Section work. Do not proceed until unsatisfactory conditions are corrected.
- B. Locate all underground utilities and structures and notify Architect of any conflict with Section work. Protect structures and utilities. Repair or replace said structures or utilities damaged by this work at no cost to the Owner.

3.3 SLEEVING

- A. Sleeving installed by others. Coordinate with other trades.

3.4 TRENCHING AND BACKFILLING

- A. Trenching and backfilling shall be per applicable ISPPW Section.
- B. Cut trenches straight and without abrupt grade changes to allow the following minimum cover:
1. Main Lines and Sleeving: 18 inches.
 2. PVC Laterals: 12 inches.
 3. Surround lines with 2 inches of clean rock-free material on all sides.

3.5 MISCELLANEOUS VALVES

- A. Install manual drain valves up stream. Install device at mainline tap in accordance with manufacturer requirements for complete operation. Install backflow provision and connect to controller.

3.6 CIRCUIT VALVES

- A. Install in valve box, arranged for easy adjustment and removal.
1. Provide union on downstream side.
 2. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.

3.7 PIPE INSTALLATION

- A. Lay PVC pipe in accordance with standard and acceptable practice. Thrust blocks to be used at points of intersection and change of direction in main line pipe as per manufacturer's recommended specifications. Install manual drains.
- B. PVC pipe joints, solvent welded except as indicated. Cut pipe square, deburr, wipe from surface all saw chips, dust, dirt, moisture and any foreign matter which may contaminate the cemented joint. Apply cleaner/primer and solvent cement, make joints in accordance with manufacturer's recommendations. Use Teflon thread sealant (tape) at all threaded joints.
- C. Contractor shall size pipe according to schedule provided. Flow velocities shall not exceed 5 feet/second in all cases. Lateral lines shall be laid out and installed per zone to balance the pressure loss and provide minimum fluctuation in system operating pressures.
- | Pipe Size | Pipe Section | Pipe Size | Pipe Section |
|-----------|--------------|-----------|--------------|
| 3/4" | 1 0.5 GPM | 1 1/2" | 26-34 GPM |
| 1" | 10-17 GPM | 2" | 35-50 GPM |
| 1 1/4" | 18-25 GPM | 2 1/2" | 51-80 GPM |

- D. Trench Line Pipe: Place in shallow furrow at 1"-2" below finish topsoil grade, below layer of specified mulch. Lay in uniform grid pattern in groundcover/shrub areas (rows 16"-24" apart max). Coil 20 linear feet at each balled and burlapped tree around base and to allow for tree removal if required. Staple drip line every 36" max. Flush all lines with full head of water prior to installation of flush valves at end of circuit runs.

- E. Flush Valves: Install flush valve at end of each drip line run.

3.8 SPRINKLER HEADS

- A. Flush circuit lines with full head of water prior to head installation.
1. Install heads at level with mulch.
 2. Locate part-circle shrubby heads to maintain a minimum distance of six inches (6") from walls and four inches (4") from other boundaries unless otherwise indicated. Keep overspray to a minimum.

3.9 CONTROL WIRE INSTALLATION

- A. Bury wires beside or below main line pipe in same trench.
- B. Bundle multiple wires together with tape at ten feet (10') maximum intervals.
- C. Provide 36 inch loop in wires at each valve where controls are connected and at 100' maximum intervals between.
- D. Make all electrical joints (splices) in boxes only. Make electrical joints waterproof. Scotch-Lock connectors, or approved.

3.10 AUTOMATIC CONTROLLER

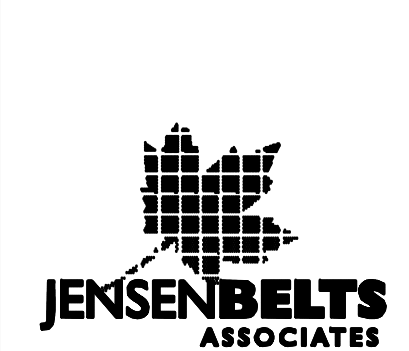
- A. Install on site as approved. Verify location with Owner Representative.
- B. Install typewritten legend inside controller door.

3.11 TESTING

- A. Do not allow or cause any work of this Section to be covered up or enclosed until it has been inspected and tested.
- B. Pressure testing:
1. Make necessary provision for thoroughly bleeding the line of air and debris.
 2. Before testing, cap all risers, and install all valves.
 3. Fill all main supply lines with water. Pressurize to 100 psi. Close air supply and test for leakage. Test shall be approved if no greater than 5 psi loss occurs in 15 minutes.
 4. Fill all zone lines with water to static pressure. Hold for 15 minutes. Inspect for leakage.
 5. Contractor shall provide all required testing equipment and personnel. Test shall be performed in presence of Architect. Contractor shall make notice of test (48) hours in advance.
 6. Provide required testing equipment and personnel.
 7. Repair leaks, and retest until acceptance by the Architect.
- C. Coverage inspection: upon completion of all systems, perform a coverage test to determine if coverage of water afforded all areas is complete, adequate and uniform. Change heads, nozzles, orifices and/or adjustment as directed to provide uniform coverage.
- D. Final inspection:
1. Clean, adjust, and balance all systems. Verify that:
 - a. Remote control valves are properly balanced;
 - b. Heads are properly adjusted for radius and arc of coverage;
 - c. The installed system is workable, clean and efficient.
 - E. Winterization: Winterize system at the end of first season of system operation. Review procedures with Owner Representative.

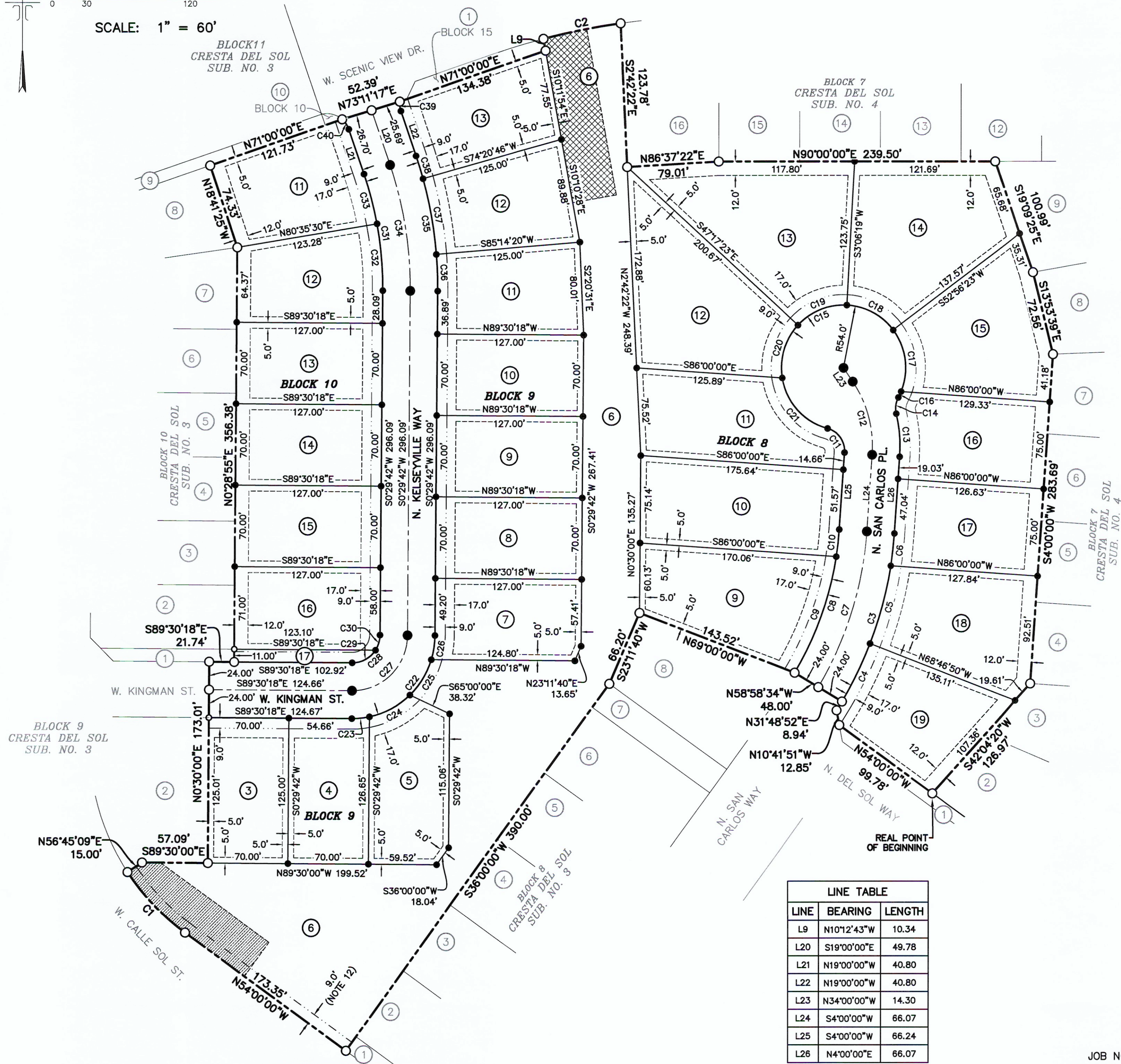
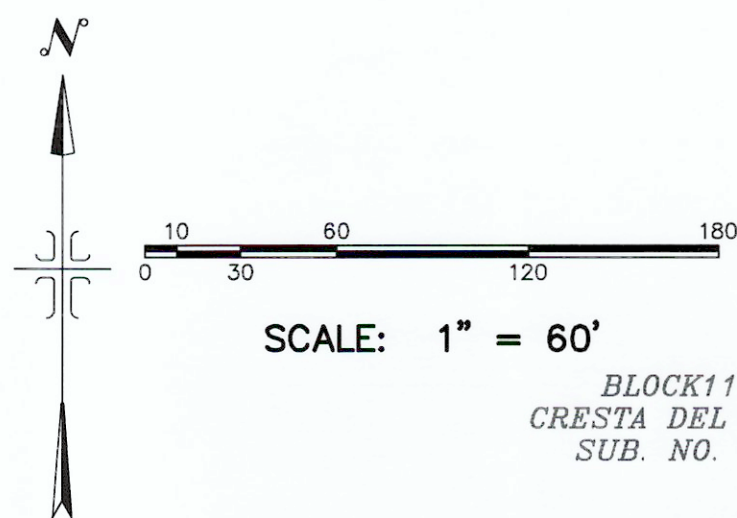
END OF SECTION

Issue	Description	Date
1	ISSUE BASE UPDATE	4-4-21 6-27-22



Site Planning
Landscape Architecture
1509 Tyrell Lane, Ste 130

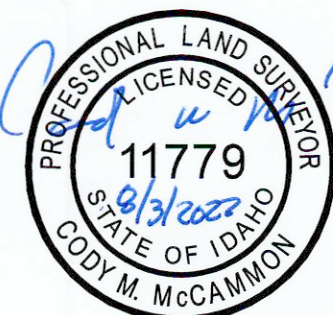
CRESTA DEL SOL SUBDIVISION NO. 5



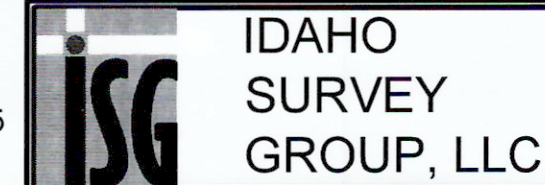
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	72.44	200.00	20°45'09"	N43°37'26"W	72.04
C2	67.70	600.00	6°27'53"	N78°39'03"E	67.66
C3	152.82	324.00	27°01'26"	N17°30'43"E	151.40
C4	55.44	324.00	9°48'16"	N26°07'18"E	55.37
C5	69.37	324.00	12°16'05"	N15°05'07"E	69.24
C6	28.00	324.00	4°57'05"	N6°28'32"E	27.99
C7	141.50	300.00	27°01'26"	N17°30'43"E	140.19
C8	130.18	276.00	27°01'26"	N17°30'43"E	128.97
C9	106.72	276.00	22°09'16"	S19°56'48"W	106.06
C10	23.46	276.00	4°52'10"	N6°26'05"E	23.45
C11	27.61	20.00	79°05'40"	N35°32'50"W	25.47
C12	66.32	100.00	38°00'00"	N15°00'00"W	65.11
C13	37.25	124.00	17°12'49"	N4°36'25"W	37.11
C14	14.42	20.00	41°18'48"	S7°26'35"W	14.11
C15	266.90	54.00	283°11'39"	S66°30'09"W	67.09
C16	5.56	54.00	5°54'10"	N25°08'54"E	5.56
C17	55.85	54.00	59°15'26"	N7°25'54"W	53.39
C18	46.97	54.00	49°50'05"	N61°58'39"W	45.50
C19	47.37	54.00	50°15'45"	S67°58'26"W	45.87
C20	49.05	54.00	52°02'20"	S16°49'23"W	47.38
C21	62.11	54.00	65°53'54"	S42°08'43"E	58.74
C22	113.10	72.00	90°00'00"	N45°29'42"E	101.82
C23	15.45	72.00	12°17'45"	N84°20'50"E	15.42
C24	40.47	72.00	32°12'07"	N62°05'54"E	39.94
C26	21.10	72.00	16°47'29"	N8°53'27"E	21.03
C27	75.40	48.00	90°00'00"	N45°29'42"E	67.88
C28	37.70	24.00	90°00'00"	N45°29'42"E	33.94
C29	23.96	24.00	57°12'10"	N61°53'37"E	22.98
C30	13.74	24.00	32°47'50"	N16°53'37"E	13.55
C31	102.08	300.00	19°29'42"	N9°15'09"W	101.58
C32	57.84	300.00	11°02'48"	N5°01'42"W	57.75
C33	44.24	300.00	8°26'54"	N14°46'33"W	44.20
C34	110.24	324.00	19°29'42"	N9°15'09"W	109.71
C35	118.41	348.00	19°29'42"	N9°15'09"W	117.84
C36	31.61	348.00	5°12'14"	N2°06'25"W	31.60
C37	66.25	348.00	10°54'27"	N10°09'46"W	66.15
C38	20.55	348.00	3°23'01"	N17°18'30"W	20.55
C39	8.23	20.00	23°34'41"	S7°12'39"E	8.17
C40	10.47	20.00	30°00'00"	N34°00'00"W	10.35

LINE TABLE		
LINE	BEARING	LENGTH
L9	N10°12'43"W	10.34
L20	S19°00'00"E	49.78
L21	N19°00'00"W	40.80
L22	N19°00'00"W	40.80
L23	N34°00'00"W	14.30
L24	S4°00'00"W	66.07
L25	S4°00'00"W	66.24
L26	N4°00'00"E	66.07

SEE SHEET 1 FOR LEGEND
SEE SHEET 1 FOR NOTES



BOOK PAGE



JOB NO. 21-343-05
SHEET 2 OF 4

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

CRESTA DEL SOL SUBDIVISION NO. 5

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 1 WEST, B.M., CITY OF STAR, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 4 AND 5, TOWNSHIP 4 NORTH, RANGE 1 WEST AND SECTIONS 32 AND 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, B.M., FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 5 AND 32, BEARS NORTH 89°07'55" WEST, 2,634.58 FEET; THENCE NORTH 0°26'48" EAST, 1326.26 FEET TO THE SOUTH 1/16 CORNER COMMON TO SAID SECTIONS 32 AND 33; THENCE ON THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 WHICH IS COINCIDENT WITH THE WEST BOUNDARY LINE OF MANTECA SUBDIVISION AS FILED IN BOOK 60 OF PLATS AT PAGES 5854 AND 5855, RECORDS OF ADA COUNTY, IDAHO, NORTH 00°26'47" EAST, 174.28 FEET TO THE EXTERIOR BOUNDARY OF CRESTA DEL SOL SUBDIVISION NO. 4 AS FILED IN BOOK ____ OF PLATS AT PAGES ____ AND ____, RECORDS OF ADA COUNTY, IDAHO; THENCE NORTH 89°13'35" WEST, 290.40 FEET ON SAID EXTERIOR BOUNDARY WHICH IS COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF W. TRIDENT RIDGE ST. TO THE EXTERIOR BOUNDARY OF CRESTA DEL SOL SUBDIVISION NO. 3 AS FILED IN BOOK ____ OF PLATS AT PAGES ____ AND ____, RECORDS OF ADA COUNTY, IDAHO; THENCE ON SAID EXTERIOR BOUNDARY WHICH IS COINCIDENT WITH THE EXTERIOR BOUNDARY OF SAID CRESTA DEL SOL SUBDIVISION NO. 4 THE FOLLOWING TEN (10) COURSES AND DISTANCES: NORTH 00°46'25" EAST, 48.00 FEET; NORTH 27°15'27" EAST, 11.21 FEET; NORTH 44°23'25" WEST, 14.10 FEET; NORTH 00°26'45" EAST, 75.06 FEET; NORTH 07°25'49" WEST, 75.84 FEET; NORTH 00°46'25" EAST, 225.00 FEET; NORTH 03°08'23" WEST, 56.80 FEET; NORTH 19°43'10" WEST, 10.03 FEET; NORTH 12°37'00" WEST, 48.96 FEET; NORTH 54°00'00" WEST, 108.73 FEET TO THE REAL POINT OF BEGINNING;

THENCE LEAVING THE EXTERIOR BOUNDARY OF SAID CRESTA DEL SOL SUBDIVISION NO. 4 ON THE EXTERIOR BOUNDARY OF SAID CRESTA DEL SOL SUBDIVISION NO. 3 THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: NORTH 54°00'00" WEST, 99.77 FEET; NORTH 10°41'51" WEST, 12.85 FEET; NORTH 31°48'52" EAST, 8.94 FEET; NORTH 58°58'34" WEST, 48.00 FEET; NORTH 69°00'00" WEST, 143.52 FEET; SOUTH 23°11'40" WEST, 66.20 FEET; SOUTH 36°00'00" WEST, 390.00 FEET; NORTH 54°00'00" WEST, 173.35 FEET; 72.44 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 20°45'09" AND A LONG CHORD WHICH BEARS NORTH 43°37'26" WEST, 72.04 FEET; NORTH 56°45'09" EAST, 15.00 FEET; SOUTH 89°30'00" EAST, 57.09 FEET; NORTH 00°30'00" EAST, 173.01 FEET; SOUTH 89°30'00" EAST, 21.74 FEET; NORTH 00°28'55" EAST, 356.38 FEET; NORTH 18°41'25" WEST, 74.33 FEET;

THENCE NORTH 71°00'00" EAST, 121.73 FEET ON THE EXTERIOR BOUNDARY OF SAID CRESTA DEL SOL SUBDIVISION NO. 3 AND SAID CRESTA DEL SOL SUBDIVISION NO. 4; THENCE LEAVING THE EXTERIOR BOUNDARY OF SAID CRESTA DEL SOL SUBDIVISION NO. 3 ON THE EXTERIOR BOUNDARY OF SAID CRESTA DEL SOL SUBDIVISION NO. 4 THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES: NORTH 73°11'17" EAST, 52.39 FEET; NORTH 71°00'00" EAST, 134.38 FEET; NORTH 10°12'43" WEST, 10.34 FEET; 67.70 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 06°27'53" AND A LONG CHORD WHICH BEARS NORTH 78°39'03" EAST, 67.66 FEET; SOUTH 02°42'22" EAST, 123.78 FEET; NORTH 86°37'22" EAST, 79.01 FEET; NORTH 90°00'00" EAST, 239.50 FEET; SOUTH 19°09'25" EAST, 100.99 FEET; SOUTH 13°53'39" EAST, 72.56 FEET; SOUTH 04°00'00" WEST, 283.69 FEET; SOUTH 42°04'20" WEST, 126.97 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 9.40 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER THE RIGHT TO USE SAID PRIVATE ROAD AND EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE DOMESTIC WATER AND SANITARY SEWER SERVICE FROM AN EXISTING STAR SEWER AND WATER DISTRICT MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION AND STAR SEWER AND WATER DISTRICT HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION. (I.C. 50-1334) AND (I.C. 50-1326).

TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUSAN STANLEY, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS ____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED SUSAN STANLEY, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT TOLL SOUTHWEST LLC EXECUTED THE SAME.

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

MY COMMISSION EXPIRES

NOTARY PUBLIC FOR IDAHO
RESIDING IN _____, IDAHO

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" 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.

CODY M. McCAMMON



P.L.S. NO. 11779

BOOK PAGE



IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 21-343-05
SHEET 3 OF 4

CRESTA DEL SOL SUBDIVISION NO. 5

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 THE 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 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.

CENTRAL DISTRICT HEALTH 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.

ACHD PRESIDENT DATE

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY OF , 20, HEREBY APPROVE THIS PLAT.

CITY ENGINEER 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, STAR, IDAHO DATE

CERTIFICATE OF COUNTY SURVEYOR

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

COUNTY SURVEYOR

CERTIFICATE OF 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

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

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

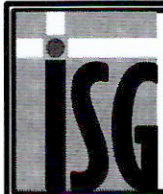
INSTRUMENT NO.

DEPUTY

EX-OFFICIO RECORDER



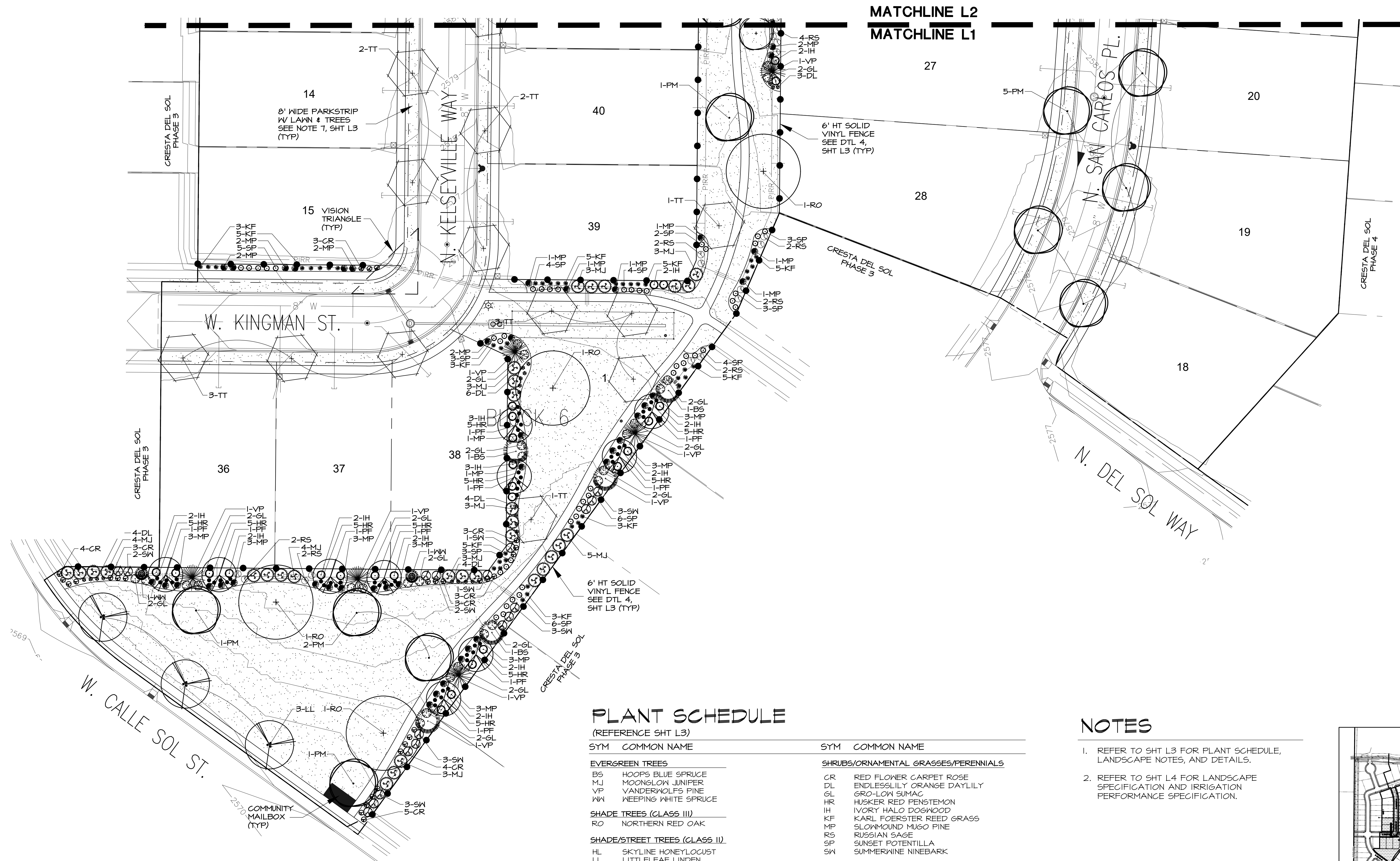
BOOK PAGE



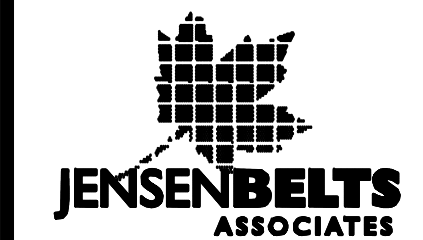
IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
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JOB NO. 21-343-05
SHEET 4 OF 4



Issue	Description	Date
1	ISSUE	4-17-21
2	BASE UPDATE	6-27-22



Site Planning
Landscape Architecture
1509 Tyrell Lane, Ste 130
Boise, Idaho 83706
Ph. (208) 343-7175
www.jensenbelts.com

CRESTA DEL SOL SUBDIVISION NO. 5 STAR, IDAHO FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS
Checked KCS
Scale AS SHOWN

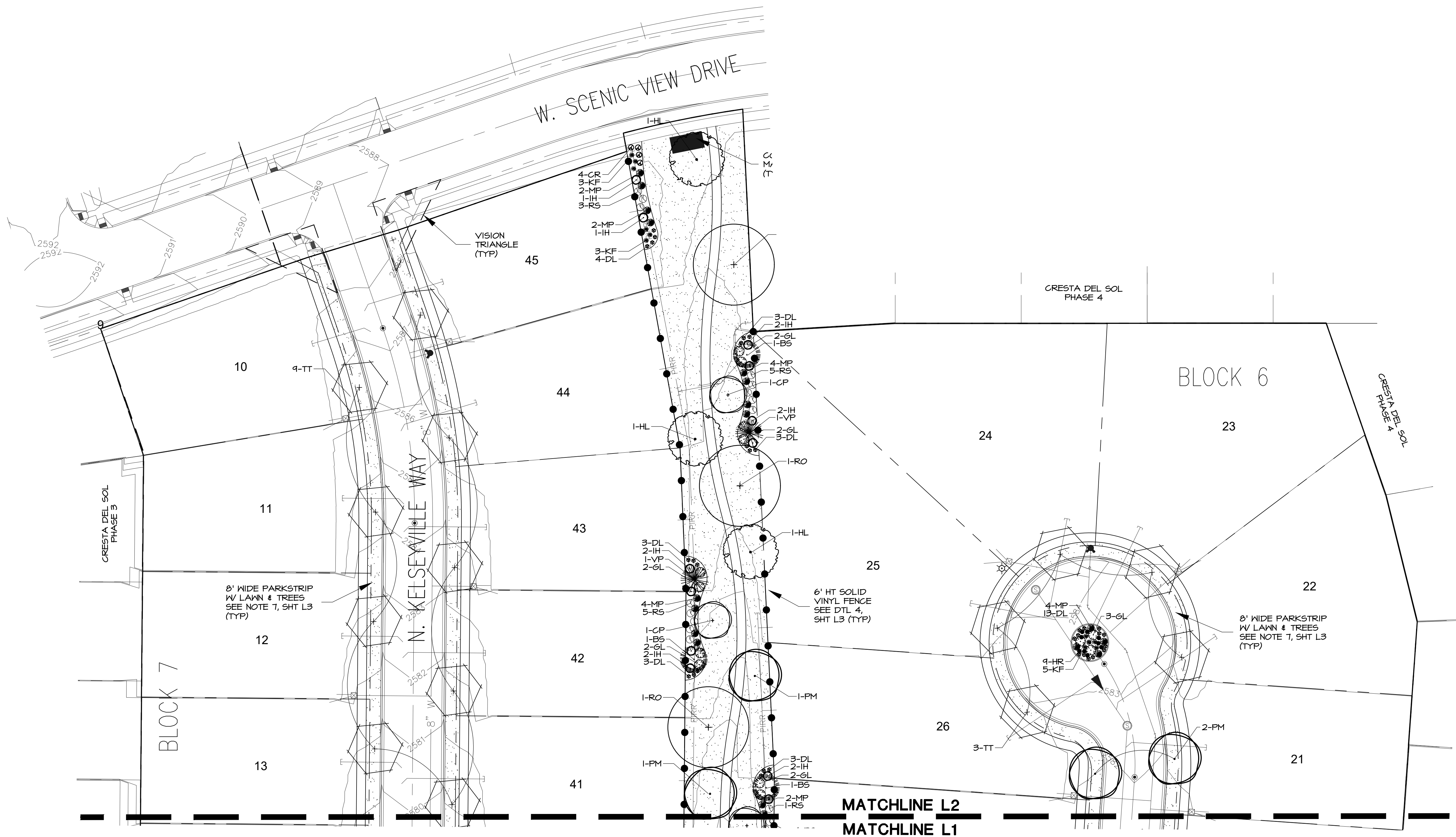
Sheet Title

LANDSCAPE PLAN

Sheet Number

L1

1 of 4 Sheets



PLANT SCHEDULE

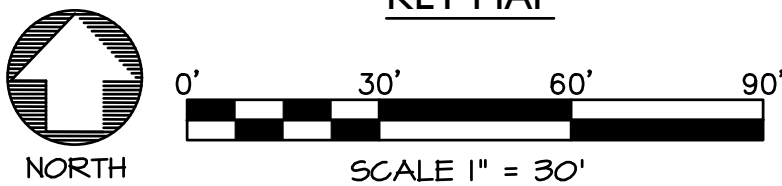
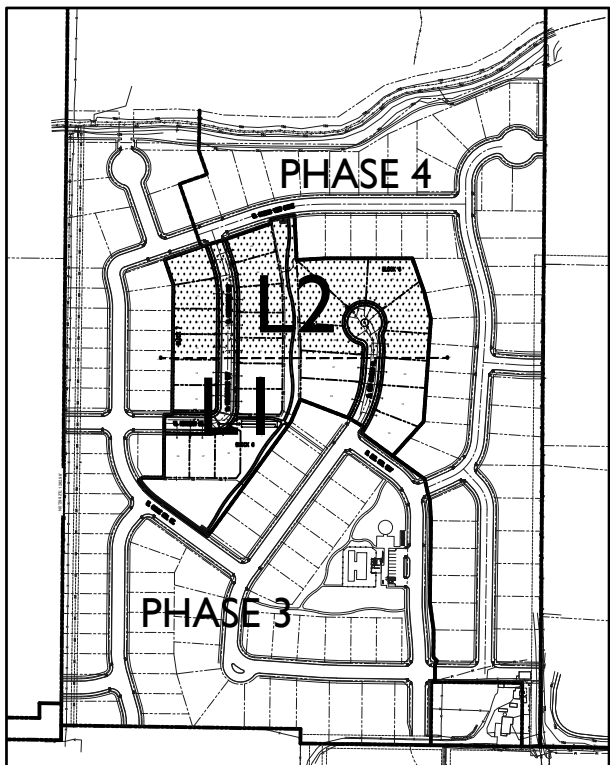
(REFERENCE SHT L3)

SYM	COMMON NAME	SYM	COMMON NAME
EVERGREEN TREES			
BS	HOOPS BLUE SPRUCE	GR	RED FLOWER CARPET ROSE
MJ	MOONGLOW JUNIPER	DL	ENDLESSLY ORANGE DAYLILY
VP	VANDERWOLFS PINE	GL	GRO-LOW SUMAC
WN	KEEPING WHITE SPRUCE	HR	HUSKER RED PENSTEMON
SHADE TREES (CLASS III)			
RO	NORTHERN RED OAK	IH	IVORY HALO DOGWOOD
SHADE/STREET TREES (CLASS II)			
HL	SKYLINE HONEYLOCUST	KF	KARL FOERSTER REED GRASS
LL	LITTLELEAF LINDEN	MP	SLOWMOUND MUGO PINE
PM	PACIFIC SUNSET MAPLE	RS	RUSSIAN SAGE
TT	TULIP TREE	SP	SUNSET POTENTILLA
ORNAMENTAL TREES (CLASS I)			
CP	CHANTICLEER PEAR	SN	SUMMERWINE NINEBARK
PF	PRAIRIFIRE CRABAPPLE		

MATCHLINE L2
MATCHLINE L1

NOTES

- REFER TO SHT L3 FOR PLANT SCHEDULE, LANDSCAPE NOTES, AND DETAILS.
- REFER TO SHT L4 FOR LANDSCAPE SPECIFICATION AND IRRIGATION PERFORMANCE SPECIFICATION.



Issue	Description	Date
ISSUE	BASE UPDATE	4-17-21
		6-27-22



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CRESTA DEL SOL SUBDIVISION NO. 5
STAR, IDAHO
FINAL PLAT LANDSCAPE PLAN

Job Number 2113

Drawn KCS
Checked KCS
Scale AS SHOWN

Sheet Title

LANDSCAPE PLAN

Sheet Number

L2
2 of 4 Sheets

SECTION 32 90 00 - LANDSCAPE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections.

1.2 SUMMARY

- A. This Section includes provisions for the following items:

1. Trees.
 2. Shrubs; Ground cover.
 3. Lawns.
 4. Topsoil and Soil Amendments.
 5. Miscellaneous Landscape Elements.
 6. Initial maintenance of landscape materials.
- B. Related Sections: The following sections contain requirements.
1. Underground sprinkler system is specified in Section 32 84 00 - Irrigation

1.3 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work.

B. Source Quality Control:

1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Architect, with proposal for use of equivalent material.
3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
4. Trees, Shrubs and Groundcovers: Provide trees, shrubs, and groundcovers of quantity, size, genus, species, and variety shown and scheduled for work complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scall, injuries, abrasions, or discoloration.
5. Label at least one tree and one shrub of each variety with attached waterproof tag with legible designation of botanical and common name.
 - a. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread.
6. Inspection: The Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Plant and Material Certifications:

1. Certificates of inspection as required by governmental authorities.
 2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
 3. Label data substantiating that plants, trees, shrubs and planting materials comply specified requirements.
- C. Mulch: Submit 1 gal bag of mulch sample for approval.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.
- B. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Architect. Do not bend or bundle trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- C. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
- D. Do not remove container-grown stock from containers until planting time.
- E. Do not drop or dump materials from vehicles during delivery or handling. Avoid any damage to rootballs during deliver, storage and handling.

1.6 JOB CONDITIONS

- A. Utilities: Determine location of underground utilities and work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.
- C. Adjacent Landscape: Protect planted areas adjacent to construction area. Replace or recondition to prior conditions at project completion.

1.7 SEQUENCING AND SCHEDULING

- A. Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
1. Plant or install all plant materials during normal planting seasons from 15 March to 15 November.
- B. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- C. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.8 SPECIAL PROJECT WARRANTY

- A. Warranty lawns through specified lawn maintenance period, until Final Project Acceptance.
- B. Warranty trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents beyond Landscape Installer's control.
- C. Remove and replace trees, shrubs, or other plants dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of Architect, it is advisable to extend warranty period for a full growing season.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. If deemed usable, native topsoil shall be stockpiled for re-use in landscape work. Topsoil shall be fertile, friable, natural loam, surface soil, reasonable free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
- B. Contractor shall send a minimum of three (3) representative topsoil samples for testing. See testing requirements below. Contractor is responsible for whatever soil additives are recommended by the tests. Submit to Architect for approval. Compost will be added to other additives and added regardless of test results.
- C. If quantity of stockpiled topsoil is insufficient, contractor to provide imported topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inches in any dimension, and other extraneous or toxic matter harmful to plant growth.
1. Obtain topsoil from local sources or areas with similar soil characteristics to that of project site. Obtain topsoil only from naturally well-drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.
 2. Composition: Topsoil shall contain from 1 to 20% organic matter as determined by the Organic Carbon, 6A, Chemical Analysis Method described in USDA Soil Survey Investigation Report No. 1. Maximum particle size, 3/4-inch, with maximum 3% retained on 1/4-inch screen.
- Other components shall conform to the following limits:
- | | |
|---------------|-----------------|
| pH | 6.5 to 7.5 |
| Soluble Salts | 600 ppm maximum |
| Silt | 25-50% |
| Clay | 10-30% |
| Sand | 20-50% |
3. Contractor shall submit representative soil report on imported topsoil proposed for use for approval. Report shall meet standards below. Contractor is responsible for whatever soil additives are recommended by the test. Compost will be in addition to other additives and added regardless of test results.

C. Soil Testing

1. Soil tests are required for this project (see above for requirements). Test shall be provided as follows:
 - a. Provide certified analysis at time of sample submitted (three samples imported topsoil). Amend soils per chemist's recommendations and as herein specified unless otherwise approved by Architect.
 2. Test shall include, but not limited to recommendations on chemical distributions, organic contents, pH factors, and sieve analysis as necessary. Test #1T by Western Laboratories (+800-658-3858) is required.
 3. Contractor is responsible for whatever soil additives are recommended by the soil testing laboratory.
 4. Contractor shall coordinate, obtain and pay for all soil tests.
 5. If regenerative noxious weeds are present in the soil, remove all resultant growth including roots throughout one-year period after acceptance of work, at no cost to Owner.

2.2 pH ADJUSTERS

- A. When pH does not comply with this specification, commercial grade aluminum sulfate shall be used to adjust soil pH.

2.3 SOIL AMENDMENTS

- A. Compost: Compost; "Cascade Compost" from Cloverdale Nursery (208) 375-5262 and NuSoil Compost (208) 629-6912 or approved equal in equal amounts by volume.
- B. Commercial Fertilizer: Fertilizer shall be complete, standard commercial brand fertilizer. It shall be free-flowing and packaged in new waterproof, non-overlaid bags clearly labeled as to weight, manufacturer, and content. Protect materials from deterioration during delivery and while stored at site.
1. Commercial fertilizer "A" for trees and shrubs during planting; slow release Agriform Planting 5-gran tablets 20-10-5 type or equal.
 2. Commercial fertilizer "B" for lawn areas, applied to bed prior to seeding or sodding, to be 16-16-17 applied at the rate of ten pounds per acre.
 3. Commercial fertilizer "C" for lawn areas three to four weeks after planting (sod) or after first mowing (seed). Organic Fertilizer Milorganite (6-0-2) type or equal.
- C. Herbicide: Pre-emergent for topical application in planting beds. Oxidiazon 2G brand or pre-approved equal. Use in accordance with manufacturer's recommendation on all planting beds.

2.4 PLANT MATERIALS

- A. Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
- B. Deciduous Trees: Provide trees of height and caliper scheduled or shown with branching configuration recommended by ANSI Z60.1 for type and species required. Single stem trees except where special forms are shown or listed.
- C. Deciduous Shrubs: Provide shrubs of the height shown or listed, not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub.
- D. Coniferous and Broadleaved Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well balanced form complying with requirements for other size relationships to the primary dimension shown.

2.5 GRASS MATERIALS

- A. Lawn sod: Provide strongly rooted sod, not less than 1 growing season c/LJ, and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant).
1. Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will be rejected.
- B. Provide sod composed of: Rhizomatous Tall Fescue (RTF) from The Turf Company, Meridian, ID (208) 888-3760 or approved equal.

2.6 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- B. Mulch: Rock mulch for planting beds to be: Crushed Stone Perma Bark - dark color, 1/2" max size, 3" thick in all areas. Provide samples of rock mulch for approval by architect and ownership group prior to installation. Rock mulch to be placed over woven weed barrier fabric installed per manufacturer's instructions.
- C. Stakes and Guys: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 2 inch diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size to protect tree trunks from damage by wires.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

- A. General Contractor shall be responsible for excavating planting areas to appropriate depths for placement of topsoil as specified herein.
- B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.
- 3.2 PREPARATION OF PLANTING SOIL
- A. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- B. Mix specified compost and fertilizers with topsoil at rates specified. Delay mixing fertilizer if planting will not follow placing of planting soil in a few days.
- Compost: Lawn Areas: 1/4 compost, 3/4 topsoil.
Shrub Areas: 1/3 compost, 2/3 topsoil.
Fertilizer: Per soil test and manufacturer's recommendations.
- C. For shrub and lawn area, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 PREPARATION FOR PLANTING LAWNS

- A. After excavating and removing surface material to proper depth, loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
1. Spread topsoil mix to minimum depth of 4 inches for sodded lawns as required to meet lines, grades, and elevations shown, after light rolling, addition of amendments, and natural settlement. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments as required and mix thoroughly into upper 4 inches of topsoil.
- 3.4 PREPARATION OF PLANTING BEDS
- A. Loosen subgrade of planting areas to a minimum depth of 6 inches using a culti-mulcher or similar equipment. Remove stones measuring over 1 1/2 inches in any dimension. Remove stocks, stones, rubbish, and other extraneous matter.
- B. Spread planting soil mixture to minimum 12 inch depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add 1 1/2 inches of specified compost over entire planting area and mix thoroughly into upper 6 inches of topsoil. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of the planting soil.
- C. Apply Pre-Emergent per manufacturer's recommendation.

3.5 PLANTING TREES AND SHRUBS

- A. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove soil from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. Place fertilizer tablets in excavated area per manufacturer's written instructions. When excavation is approximately 2/3 full, water roughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove all ties from around base of trunk.
- B. Set container grown stock, as specified, for balled burlapped stock, except cut cans on 2 sides with an approved can cutter and remove can; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- C. Trees planted in turf area: Remove turf 3' dia around tree trunk. Dish top of backfill to allow for mulching.
- D. Mulch pits, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades.
1. Provide 3 inches thickness of mulch.
- E. If season and weather conditions dictate, apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.
- F. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- G. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
- H. Guy and stake trees immediately after planting, as indicated.
- I. Apply approved herbicide to all shrub bed areas at manufacture specified rate. Re-apply as necessary for elimination of weeds.

3.6 SODDING NEW LAWNS

- A. General: Install lawn sod in all areas designated on the drawings.
- B. Soil Preparation
1. Any sod lawn areas that may have become compacted prior to sodding must be scarified to a depth of eight (8) inches by approved means, then finish graded as hereinbefore described.
- C. Lay sod within 24 hours from time of stripping. Do not plant dormant sod or if ground is frozen.
- D. Sod Placement
1. Sod will be brought onto lawn areas by wheeled means with proper protection of sod beds. Sod layers shall be experienced, or if inexperienced, shall be constantly supervised by an experienced foreman. The Contractor shall insure that the base immediately ahead of sod layer is moist. Sod shall be laid tight with not gaps. Allowance shall be made for shrinkage. Lay sod with long edges perpendicular to primary slope.
 2. Lay to form a solid mass with tightly fitted joints. Butt ends and sides of strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work on boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces; remove excess to avoid smothering of adjacent grass.
 3. Sod shall be rolled with a two hundred (200) pound roller after installation to insure proper contact between soil and sod. Final rolling must provide a uniform surface. After final rolling, the sod lawn shall be mowed and watered. Approval of sod lawns shall be based on uniform, healthy and vigorous growth with no dry or dead spots.
 4. Add fertilizer "B" at the manufacturer's recommended application rate.
- E. Water sod thoroughly with a fine spray immediately after planting.
- F. Sodded Lawn Establishment
1. The Contractor shall be responsible for first mowing, subsequent mowings and fertilizing of sod lawn areas until Final Acceptance of the project.
 2. Mowing shall be done by an approved "reel" type mower. Mower blades shall be set at two (2) inches high for all mowings.
 3. Subsequent fertilizing shall occur three to four weeks after installation. Apply fertilizer as per the Manufacturer's recommended application rate. Verify all methods of application. Contractor shall notify the Architect in writing that the fertilizer applications have occurred and on what dates.

3.7 MAINTENANCE

- A. Begin landscape maintenance immediately after planting. Maintenance shall continue until Project Final Acceptance.
- B. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers, tighten and repair stake and guy supports, and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
- C. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as tolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- D. Maintain lawns for no less than period stated above, or longer as required to establish acceptable lawn.

3.8 CLEANUP AND PROTECTION

- A. During landscape work, keep pavements clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.9 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Architect will, upon request, make an inspection to determine acceptability.
- B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

END OF SECTION

SECTION 32 84 00 - IRRIGATION (PERFORMANCE)

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS:

- A. General and Supplementary Conditions, and Division 1 General Requirements.

1.2 SUMMARY

- A. Work included:
1. Provide and install a complete and operating automatic irrigation system for all lawn and planting areas.
 2. Connect to main water supply at existing site stubout as provided.
 3. Sleeving under paved areas (by others)
 4. Obtain and pay for all permits and fees for the work of this section.
 5. Perform work on a design/construct basis, subject to the requirements of the Contract Documents, applicable codes, and good design practice.
 6. Winterization of system.

1.3 SUBMITTALS

- A. Within 30 days after Contractor's receipt of Owner's Notice to Proceed, submit:
1. Manufacturer's printed product information and catalog cut sheets for all system components; five copies.
 2. Shop Drawings: Submit shop drawings for underground irrigation system including plan layout and details illustrating location and type of head, type and size of valve, piping circuits, circuit GPM, pipe size, controls, and accessories.
 3. Record Drawings: At completion of this work, submit to the Contractor:
1. Record Drawings; reproducible and five prints.
 2. Operations and Maintenance information (2 copies), including:
 - a. Information including descriptive details, parts list, specifications, maintenance schedules and procedures for system components.
 - b. Operation, adjustment of system and components instructions.
 - c. Winterization procedures.
 - d. Schedule indicating required open valve time to produce given precipitation amounts and seasonal adjustments.
 - e. Warranties and guarantees.
 - f. Submit five copies.

1.4 GUARANTEE

- A. Guarantee in writing all materials, equipment and workmanship furnished to be free of all defects of workmanship and materials. Within one year after date of Substantial Completion repair or replace all defective parts or workmanship that may be found at no additional cost to Owner.
- B. Fill and repair all depressions and replace all necessary lawn and planting which result from the settlement of irrigation trenches for one year after date of Substantial Completion.
- C. Supply all manufacturer's printed guarantees.

1.5 QUALITY ASSURANCE

- A. Contractor shall be licensed in the State in which this work is being performed.
- B. Contractor shall have at least two years prior experience in projects of equal or larger scope. Provide minimum of three references and list of similar projects with owners' names, addresses, and phone numbers, when requested by Owner.
- C. Contractor shall employ on site at all times a foreman who is thoroughly experienced and competent in all phases of the work of this Section.

1.6 SYSTEM DESCRIPTION

- A. Design requirements:
1. Minimum water coverage: Planting areas - 85%, Lawn areas - 100%
 2. Layout system to obtain optimum coverage using manufacturer's standard heads. Spray on walks, walls or paved areas is not acceptable.
 3. Zoning shall be designed for optimum use of available pressure and efficient distribution for types of plantings and shapes of planting areas.
 4. Design pressures: Install pressure regulating equipment as necessary.
 5. Provide/install approved fixed tee or coupling device for air blow winterization. Location shall be on main supply line downstream from main shut off valve.
 6. Install approved backflow prevention device in conformance with local or prevailing codes, and in approved site location. Provide for drainage without erosive damage.

1.7 EXTRA EQUIPMENT

- A. In addition to installed system, furnish owner with the following:
1. Valve operating key and marker key.
 2. Wrench for each sprinkler head cover type.
 3. Two (2) sprinkler head bodies of each size and type.
 4. Two (2) nozzles for each size and type used.
- B. Store above items safely until Substantial Completion.
- C. Deliver above items at Substantial Completion.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. PVC 1120, ASTM D-1784, permanently marked with manufacturer's name, schedule rating, size, type. Solvent-weld type:
1. Pipe:
 - a. Pressure lines: Schedule 40 solvent weld.
 - b. Lateral lines: Class 200 pvc.
 - c. Sleeving: Class 200 pvc.
 2. Fittings: Schedule 40 PVC, solvent-weld type. Install threaded joints where required at valves, risers, etc.
 3. Risers: Lawn and shrub heads - flexible and damage-resistant plastic "polypipe" riser.
 4. Solvent: NSF approved solvent for Type I & II PVC.
- B. Polyethylene Pipe
1. Pipe: Class 100, 3/4" lateral line, for use on drip irrigation zone(s) where drip tubing is not otherwise used.
 2. Fittings: Schedule 80 PVC.
 3. Clamps: Stainless Steel.
 4. Drip Line: Netafirm Techline Dripperline, with .6 GPH drippers at 18" spacing.

2.2 SPRINKLER HEADS

- A. Description: Appropriate for application in throw, pressure and discharge. Each type of head shall be of a single manufacturer.
1. Lawn heads: pop-up type.
 2. Manufacturer: Rainbird, Hunter, Weathermatic Irrigation Company.

2.3 AUTOMATIC CONTROL SYSTEM

- A. General: Furnish low voltage system manufactured expressly for control of automatic circuit valves of underground irrigation systems. Provide unit of capacity to suit number of circuits as indicated.
- B. Control Enclosure: Manufacturer's standard wall mount with locking cover, complying with NFPA 70.
- C. Circuit Control: each circuit variable from approximately 5 to 60 minutes. Including switch for manual or automatic operation of each circuit.
- D. Timing Device: Adjustable 24-hour and 7 or 14 day clocks to operate any time of day and skip any day in a 7 or 14 day period.
- E. Wiring: Solid or stranded direct-burial type as recommended by manufacturer of control unit; type AWG-UF, UL approved.

2.4 VALVING

- A. Manual valves: brass or bronze for direct burial, gate valves, 150 pound class, threaded connection with cross type handle designed to receive operating key.
- B. Automatic circuit valves: high impact plastic with corrosion-resistant internal parts. Low power solenoid control, normally closed, with manual flow adjustment; same manufacturer as control unit.
1. Standard sprinkler valve shall be Rainbird PEB-PRS-B. Use scrubber valve if not connected to potable water.
- C. Drip Control Zone Kit: Hunter PCZ-101.
- C. Quick coupler valve: brass or bronze construction with hinged top. One per zone or valve grouping.
- D. Manual drain valves:
1. Bronze construction, straight type, 150 pound class, threaded connections, with cross type operating handle designed to receive operating key. Calco, Champion 100, or approved equal.
 2. Size: 3/4 inch.

- E. Pressure Regulator: Netafirm Model PRV075HF35, 3/4", one per zones.
- F. Flushing Valve: Netafirm Model TLFV-1, two per zone (each end).
- G. Filter: Netafirm Model DF075-120, 3/4" filter; one per drip zone.
- H. Air Relief Valve: Netafirm Model TLAVRV.

2.5 MISCELLANEOUS

- A. Chemicals: primer and solvent glue as required by pipe manufacturer.
- B. Valve box - high impact plastic, green in color.
- C. Valve cover and frame - compatible with valve box with provision for locking.
- D. Drainage backfill - clean gravel or crushed stone, graded from 3" maximum to 3/4" minimum.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install system to provide for adequate protection against freeze damage.
- B. Install system in accordance with approved Contractor design drawings. All deviations from the plans must be approved, and clearly recorded on record drawing.
- C. Install system and components in strict accordance with manufacturer's recommendations.
- D. Install quick coupler(s) on main supply line, approximately equal spacing, at valve box locations or intervals of approximately 200 feet, whichever is greater. Locate adjacent to paved surfaces, at valve boxes where practical.

3.2 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work will be performed. Notify Contractor of conditions detrimental to timely and proper completion of Section work. Do not proceed until unsatisfactory conditions are corrected.
- B. Locate all underground utilities and structures and notify Architect of any conflict with Section work. Protect structures and utilities. Repair or replace said structures or utilities damaged by this work at no cost to the Owner.

3.3 SLEEVING

- A. Sleeving installed by others. Coordinate with other trades.

3.4 TRENCHING AND BACKFILLING

- A. Trenching and backfilling shall be per applicable ISPPWC Section.
- B. Cut trenches straight and without abrupt grade changes to allow the following minimum cover:
1. Main Lines and Sleeving: 18 inches.
 2. PVC Laterals: 12 inches.
 3. Surround lines with 2 inches of clean rock-free material on all sides.

3.5 MISCELLANEOUS VALVES

- A. Install manual drain valves up stream. Install device at mainline tap in accordance with manufacturer requirements for complete operation. Install backflow provision and connect to controller.

3.6 CIRCUIT VALVES

- A. Install in valve box, arranged for easy adjustment and removal.
1. Provide union on downstream side.
 2. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.

3.7 PIPE INSTALLATION

- A. Lay PVC pipe in accordance with standard and acceptable practice. Thrust blocks to be used at points of intersection and change of direction in main line pipe as per manufacturer's recommended specifications. Install manual drains.
- B. PVC pipe joints, solvent welded except as indicated. Cut pipe square, deburr, wipe from surface all saw chips, dust, dirt, moisture and any foreign matter which may contaminate the cemented joint. Apply cleaner/primer and solvent cement, make joints in accordance with manufacturer's recommendations. Use Teflon thread sealant (tape) at all threaded joints.
- C. Contractor shall size pipe according to schedule provided. Flow velocities shall not exceed 5 feet/second in all cases. Lateral lines shall be laid out and installed per zone to balance the pressure loss and provide minimum fluctuation in system operating pressures.
- | Pipe Size | Pipe Section | Pipe Size | Pipe Section |
|-----------|--------------|-----------|--------------|
| 3/4" | 1 0.5 GPM | 1 1/2" | 26-34 GPM |
| 1" | 10-17 GPM | 2" | 35-50 GPM |
| 1 1/4" | 18-25 GPM | 2 1/2" | 51-80 GPM |

- D. Trench Line Pipe: Place in shallow furrow at 1"-2" below finish topsoil grade, below layer of specified mulch. Lay in uniform grid pattern in groundcover/shrub areas (rows 16"-24" apart max). Coil 20 linear feet at each balled and burlapped tree around base and to allow for tree removal if required. Staple drip line every 36" max. Flush all lines with full head of water prior to installation of flush valves at end of circuit runs.

- E. Flush Valves: Install flush valve at end of each drip line run.

3.8 SPRINKLER HEADS

- A. Flush circuit lines with full head of water prior to head installation.
1. Install heads at level with mulch.
 2. Locate part-circle shrubby heads to maintain a minimum distance of six inches (6") from walls and four inches (4") from other boundaries unless otherwise indicated. Keep overspray to a minimum.

3.9 CONTROL WIRE INSTALLATION

- A. Bury wires beside or below main line pipe in same trench.
- B. Bundle multiple wires together with tape at ten feet (10') maximum intervals.
- C. Provide 36 inch loop in wires at each valve where controls are connected and at 100' maximum intervals between.
- D. Make all electrical joints (splices) in boxes only. Make electrical joints waterproof. Scotch-Lock connectors, or approved.

3.10 AUTOMATIC CONTROLLER

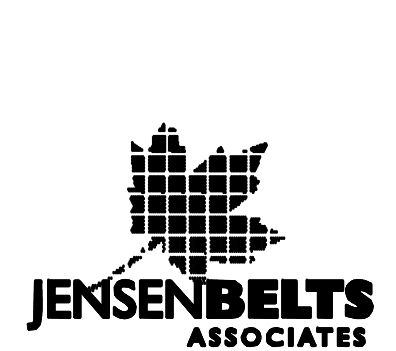
- A. Install on site as approved. Verify location with Owner Representative.
- B. Install typewritten legend inside controller door.

3.11 TESTING

- A. Do not allow or cause any work of this Section to be covered up or enclosed until it has been inspected and tested.
- B. Pressure testing:
1. Make necessary provision for thoroughly bleeding the line of air and debris.
 2. Before testing, cap all risers, and install all valves.
 3. Fill all main supply lines with water. Pressurize to 100 psi. Close air supply and test for leakage. Test shall be approved if no greater than 5 psi loss occurs in 15 minutes.
 4. Fill all zone lines with water to static pressure. Hold for 15 minutes. Inspect for leakage.
 5. Contractor shall provide all required testing equipment and personnel. Test shall be performed in presence of Architect. Contractor shall make notice of test (48) hours in advance.
 6. Provide required testing equipment and personnel.
- C. Repair leaks, and retest until acceptance by the Architect.
- C. Coverage inspection: upon completion of all systems, perform a coverage test to determine if coverage of water afforded all areas is complete, adequate and uniform. Change heads, nozzles, orifices and/or adjustment as directed to provide uniform coverage.
- D. Final inspection:
1. Clean, adjust, and balance all systems. Verify that:
 - a. Remote control valves are properly balanced;
 - b. Heads are properly adjusted for radius and arc of coverage;
 - c. The installed system is workable, clean and efficient.
 2. Winterization: Winterize system at the end of first season of system operation. Review procedures with Owner Representative.

END OF SECTION

Issue	Description	Date
1	ISSUE BASE UPDATE	4-17-21 6-27-22



Site Planning
Landscape Architecture
1509 Tyrell Lane, Ste 130
Boise, Idaho 83706
Ph. (208) 343-7175
www.jensenbelts.com

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
INSPIRADO COMMERCIAL & ROADWAY ANNEXATION
AZ-23-04**

The above-entitled Annexation and Zoning application came before the Star City Council for action on July 18, 2023, 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. Proposed Project Summary:

The Applicant is requesting approval of an Annexation and Zoning (MU Mixed Use & Residential R-3) and a Development Agreement modification for two future commercial parcels and a parcel for future roadway. The properties are located at 7230 W. Chinden Blvd and the intersection of W. Old School Drive and N. Mystic Creek Ave, Meridian, Ada County, Idaho, and consists of a total of 5.26 acres. The subject property is generally on the north side of Hwy 20/26 (Chinden Road) between N. Star Road and Hwy 16. Ada County Parcel No's. S0420449210, S0420347000 & S0420347101.

B. Application Submittal and Agency Transmittal:

A neighborhood meeting was held on April 17, 2023, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1A-6C). The Land Use applications were accepted by the City on June 8, 2023. Original notice was sent to agencies having jurisdiction in the City of Star on June 8, 2023.

C. Notice of Public Hearing:

Notice of Public Hearing on the application for the City of Star City Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code, and the Star Unified Development Code on June 30, 2023. 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 June 27, 2023. The property was posted in accordance with the Star Unified Development Code on July 7, 2023.

D. Property History:

August 17, 2021	The public hearing was tabled to January 11 to allow for ACHD and ITD additional time to provide comments.
January 11, 2022	Council approved applications for Annexation and Zoning (AZ-21-09), Preliminary Plat (PP-21-22), Planned Unit Development (PUD – 21-01) and

a Development Agreement (DA-21-11) for Inspirado Subdivision. The preliminary plat was approved for 195 single family residential lots, 2 multi-family residential lots, 1 commercial lot, 4 multi-use lots and 24 common lots.

September 6, 2023 Council approved application for final plat for phase one for 61 residential lots.

November 15, 2022 Council approved application for final plat for phase two for 43 residential lots.

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	RUT (County)	South of the River Planning Area	Approved Single Family Residential/ Commercial
Proposed	MU-DA R-3-DA	South of the River Planning Area	Commercial/Mixed Use/Future Roadway
North of site	MU-PUD-DA	South of the River Planning Area	Single Family Residential/ Commercial
South of site	RUT (County)	City of Meridian Impact Area	Agriculture
East of site	RUT (County)	South of the River Planning Area	Vacant
West of site	MU-PUD-DA	South of the River Planning Area	Approved Mixed Use/Commercial

F. Development Features (As Proposed by the Applicant with Staff analysis and comments included):

ANNEXATION & REZONE:

The Applicant is requesting approval of an Annexation and Zoning (MU Mixed Use & Residential R-3) and a Development Agreement modification for two future commercial parcels and a parcel for future roadway. The subject properties are located at 7230 W Chinden Blvd and consist of Parcel Numbers S0420347000, S0420347101 and S0420449210. The parcels are adjacent the existing Inspirado Subdivision to the north. The project is 4.2 acres and is generally located northeast of the Chinden Blvd and Star Rd intersection. The subject properties are currently vacant. S0420449210 is an outparcel which is being included now to ensure Old School Drive is able to be constructed and connected in its entirety consistent with other improvements within the original Inspirado approval. The new parcels to be included within the existing Inspirado Development are currently within Ada County and requesting annexation into the City of Star.

The applicant is requesting MU and R-3 zoning. This is consistent with the adjacent zoning designations and Comprehensive Plan Map and South of the River Plan.

In reviewing the application and proposed Mixed Use zoning designation and uses allowed, Council should consider excluding specific uses such as Multi-Family and other Residential, Storage Facilities or other uses that Council has voiced concerns about in past applications for Mixed Use zones.

ITD has responded that the two Mixed Use parcels on Hwy 20/26 were not considered as part of the original Traffic Impact Study (TIS). Staff recommends a condition of approval in the development agreement requiring the applicant to work with ITD and ACHD on all related requirements by the transportation agencies.

DEVELOPMENT AGREEMENT

Through the Development Agreement process, the applicant is proposing to work with the City and/or neighboring property owners 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:

- Allowed Mixed Uses, including Multi-family and Storage Facilities
- ITD Proportionate Share Fees and Updated TIS
- Emergency Access

G. On-Site Features:

- ✧ Areas of Critical Environmental Concern – No known areas.
- ✧ Evidence of Erosion – No evidence.
- ✧ Fish Habitat – None.
- ✧ Floodplain – No.
- ✧ Mature Trees – None.
- ✧ Riparian Vegetation – No.
- ✧ Steep Slopes – None.
- ✧ Stream/Creek – Yes.
- ✧ 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
ITD

July 7, 2023
July 6, 2023

I. Staff received the following letters & emails in support and opposition of the development application:

No public comments have been received on this application.

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

COMPREHENSIVE PLAN:

8.2.3 Land Use Map Designations:

Mixed-Use:

Generally suitable for a mixture of uses which may, at the sole discretion of the Council, include office, commercial, light industrial, and/or residential depending upon the specific area designated as Mixed Use. See Mixed Use Implementation Policies for specific criteria. Development within this land use designation is to proceed through the PUD and/or development agreement process.

Identifying areas for mixed-use development has two objectives. The first objective is to give the city a better tool to manage the type of developments through the planned unit development and/or the Development Agreement process. The second objective is that this land use designation will allow the development community to be more innovative in design and placement of structures. Development design guidelines should also be established to guide development within mixed-use areas. Rezoning within this land use designation is to be strictly monitored by the city to assure that the Mixed-Use areas are not being used simply to justify high density residential use.

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.

8.5.6 Policies Related Mostly to The Commercial Planning Areas

Assist in the provision of coordinated, efficient, and cost-effective public facilities and utility services, carefully managing both residential and non-residential development and design, and proactively reinforcing downtown Star's role as the urban core while protecting existing property rights.

Encourage commercial facilities to locate on transportation corridors.

Locate neighborhood services within walking distance to residential development.

Discourage the development of strip commercial areas.

Maintain and develop convenient access and opportunities for shopping and employment activities.

Commercial areas of five acres or less should be encouraged in residential land use designations with appropriate zoning to allow for commercial services for residential neighborhoods and to limit trip lengths. Such commercial areas should be submitted for approvals with a Conditional Use Permit or Development Agreement to assure that conditions are placed on the use to provide for compatibility with existing or planned residential uses. These areas should be oriented with the front on a collector or arterial street.

Allow for some light industrial uses within the Commercial areas at the sole discretion of the City Council.

8.5.7 Policies Related Mostly to The Mixed-Use Planning Areas

- A. Council, at their sole discretion, shall determine what mix of uses are appropriate for any mixed-use area considering existing property owners rights.
- B. Development within the Mixed-Use Designation is to proceed through the CUP, PUD, and/or Development Agreement process, and a concept plan must be included with any such proposed use.

- C. In general, mixed-use areas along state highways should be predominantly commercial with a very minor component of residential unless the residential is placed on upper floors as part of a mixed-use building.
- D. Mixed use areas along state and U.S. Highways where direct access to the state highway is prohibited, like along State Highway 16 between State Highway 44 and US Highway 20/26, should be predominately residential with a minor component of neighborhood commercial, or light industrial if sufficient roadway access, by means of backage or other roads, to the State Highway is provided.
- E. Mixed use areas located between commercial and residential land use designations are to provide a compatible transition between the higher intensity use of commercial and the lower intensity use of Estate and_Neighborhood Residential. Uses for these mixed-use areas could include multi-family housing and or office related uses if determined by the Council through the public hearing process, to be appropriate.

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:

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.

21.1 – South of the River Planning Area

Refer to the South of the River Area Document

UNIFIED DEVELOPMENT CODE (UDC):

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

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

MU MIXED USE DISTRICT: To provide for a mixture of uses which may, at the sole discretion of the Council, include office, commercial, and/or residential depending upon the specific

comprehensive plan area designated as Mixed Use. Development within this zone is to proceed through the PUD process unless a development agreement has already been executed for the particular property. Identifying areas for mixed-use development has two objectives. The first objective is to give the city a better tool to manage the type of developments through the planned unit development and/or the Development Agreement process. The second objective is that this zone may allow the development community to be more innovative in design and placement of structures subject to Council review and approval. Rezoning within this land use designation is to be strictly monitored by the city to assure that the Mixed-Use areas are not being used simply to justify high density residential use. Residential uses may be part of an overall mixed-use development that includes a non-residential component and may not exceed 30% of the overall size of the development.

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.

8-3E-1: MU MIXED USE DISTRICT: ADDITIONAL MIXED-USE DISTRICT STANDARDS

- A. Comply with Section 8-3A-1: ZONING DISTRICTS AND PURPOSE ESTABLISHED
- B. All development applications within a mixed-use district shall be accompanied by a conditional use permit, planned unit development, or development agreement application, which shall include a concept plan of the development.
- C. The administrator shall make a recommendation to the applicant regarding what mix of uses are appropriate for any mixed-use development and shall then make a recommendation to the Council.
- D. The development shall include uses from two (2) or more of the land use categories such as residential, commercial, office, light industrial, public space or agricultural.
- E. Mixed-use areas along state highways, where adequate access can be provided for commercial use, shall be predominantly commercial with a very minor component of residential unless the residential is placed on upper floors as part of a mixed-use building.
- F. For any mixed-use development which includes a residential component, a minimum of two (2) housing types, including but not limited to, single-family detached dwellings, single family attached dwellings and multi-family dwellings, shall be required. This excludes multi-family that is proposed to be placed solely on upper floors as part of a mixed-use building.
- G. The Council may place requirements on a mixed-use development, including a ratio of uses and/or timing of phases, to ensure that the overall development maintains its mixed-use intent.

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

Section 5, Item C.

USES	MU
Accessory structure - Residential or Commercial	C/P
Adult business/adult entertainment	N
Agriculture, forestry, fishing	N
Airport	N
Animal care facility ₁	C
Artist studio ₁	P
Arts, entertainment, recreation facility ₁	C
Asphalt plant ₁	N
Auction facility	C
Automated Teller Machine (ATM) ₁	A
Automotive hobby ₁	A
Automotive mechanical/electrical repair and maintenance	C
Bakery- Retail or Manufacturing	P/C
Bar/tavern/lounge/drinking establishment	C
Barbershop/styling salon	P
Bed and breakfast	C
Beverage bottling plant	N
Boarding house	C
Brewery/Distillery	C
Brewpub/Wine Tasting	C
Building material, garden equipment and supplies	C
Campground/RV park ₁	C
Caretaker Unit ₁	A
Cement or clay products manufacturing	N
Cemetery ₁	N
Chemical manufacturing plant ₁	N
Child Care center (more than 12) ₁	C
Child Care family (6 or fewer) ₁	A
Child Care group (7-12) ₁	C
Child Care-Preschool/Early Learning ₁	C
Church or place of religious worship ₁	C
Civic, social or fraternal organizations	C

Concrete batch plant ¹	N
Conference/convention center	C
Contractor's yard or shop ¹	N
Convenience store	C
Dairy farm	N
Drive-through establishment/drive-up service window ¹	C
Dwelling:	
Multi-family ¹	C
Secondary ¹	C
Single-family attached	C
Single-family detached	C
Two-family duplex ¹	C
Live/Work Multi-Use ¹	C
Educational institution, private	C
Educational institution, public	C
Equipment rental, sales, and services	C
Events Center, public or private (indoor/outdoor)	C
Fabrication shop	N
Farm	N
Farmers' or Saturday market	C
Feedlot	N
Financial institution	C
Fireworks Stands	P
Flammable substance storage	N
Flex Space	C
Food products processing	N
Fracking	N
Gasoline, Fueling & Charging station with or without convenience store ¹	C
Golf course/Driving Range	C
Government office	C
Greenhouse, private	A
Greenhouse, commercial	C
Guesthouse/granny flat	C
Healthcare and social services	C

Heliport	N
Home occupation ¹	A
Hospital	C
Hotel/motel	C
Ice manufacturing plant	N
Institution	C
Junkyard	N
Kennel	C
Laboratory	C
Laboratory, medical	C
Lagoon	N
Laundromat	P
Laundry and dry cleaning	C
Library	N
Manufactured home ¹	C
Manufactured home park ¹	N
Manufacturing plant	N
Meatpacking plant	N
Medical clinic	P
Mining, Pit or Quarry (excluding accessory pit) ¹	N
Mining, Pit or Quarry (for accessory pit) ¹	A
Mortuary	C
Museum	P
Nursery, garden center and farm supply	C
Nursing or residential care facility ¹	C
Office security facility	C
Parking lot/parking garage (commercial)	C
Parks, public and private	P
Pawnshop	P
Personal and professional services	P
Pharmacy	P
Photographic studio	P
Portable classroom/modular building	P

(for private & public Educational Institutions) ¹	
Power plant	N
Processing plant	N
Professional offices	C
Public infrastructure; Public utility major, minor and yard ¹	C
Public utility yard	N
Recreational vehicle dump station	A
Recycling center	N
Research activities	C
Restaurant	C
Retail store/retail services	C
Retirement home	C
Riding Arena or Stable, Private/Commercial	N
Salvage yard	N
Sand and gravel yard	N
Service building	C
Shooting range (Indoor/Outdoor)	C/N
Shopping center	C
Short Term Rentals ¹	A
Solid waste transfer station	N
Storage facility, outdoor (commercial) ¹	C
Storage facility, self-service (commercial) ¹	C
Swimming pool, commercial/public	P
Television station	C
Temporary living quarters ¹	N
Terminal, freight or truck ¹	N
Truck stop	C
Turf farm	N
Vehicle emission testing ¹	C
Vehicle impound yard ¹	N
Vehicle repair, major ¹	C
Vehicle repair, minor ¹	C
Vehicle sales or rental and service ¹	C

Vehicle washing facility ¹	C
Vehicle wrecking, junk or salvage yard ¹	N
Veterinarian office	C
Vineyard	C
Warehouse and storage	C
Wholesale sales	C
Winery	C
Wireless communication facility ¹	C
Woodworking shop	N

DIMENSIONAL STANDARDS:

Zoning District	Maximum Height	Minimum Yard Setbacks			
	Note Conditions	Note Conditions			
		Front (1)	Rear	Interior Side	Street Side
MU	35'	For MU and CBD - Unless otherwise approved by the Council as a part of a PUD or development agreement, all residential buildings shall follow the residential setbacks shown in this table based upon the project density and all other buildings shall follow setbacks for the C-2 zone (3).			

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.
2. Zero-Lot-Line and reduced front and rear setback waivers may be requested through the Development Agreement process. All other side yard setback requests for detached structures shall not be granted waivers, unless as part of a Planned Unit Development.
3. All setbacks in the CBD, C-1, C-2, LO, IL, PS, RC and M-U zone shall maintain a minimum 15' when adjacent to a residential use or zone.
4. As approved by the Fire District.

CITY COUNCIL FINDINGS OF FACT AND CONCLUSIONS OF LAW**8-1B-1C: ANNEXATION AND ZONING FINDINGS:**

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

The Council finds that the applicants request for Annexation and Zoning (Map Amendment) complies with the intent and applicable provisions of the adopted 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 goals and 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.*
- ✓ *Ensure development is commensurate with the physical characteristics of the land.*
- ✓ *Economic development efforts on the enhancement of the business climate for entrepreneurs and small businesses*
- ✓ *Enhance and develop Star's economy which will build a stronger community.*

Council finds that the Comprehensive Plan Land Use Designation for Mixed Use is generally suitable for a mixture of uses which may, at the sole discretion of the Council, include office, commercial, light industrial, and/or residential depending upon the specific area designated as Mixed Use. See Mixed Use Implementation Policies for specific criteria. Development within this land use designation is to proceed through the PUD and/or development agreement process. Identifying areas for mixed-use development has two objectives. The first objective is to give the city a better tool to manage the type of developments through the planned unit development and/or the Development Agreement process. The second objective is that this land use designation will allow the development community to be more innovative in design and placement of structures. Development design guidelines should also be established to guide development within mixed-use areas. Rezoning within this land use designation is to be strictly monitored by the city to assure that the Mixed-Use areas are not being used simply to justify high density residential use.

2. The map amendment complies with the regulations outlined for the proposed district. *The Council finds that the applicants request for Annexation and Zoning (Map Amendment) complies with the regulations and purpose statement for the proposed Mixed Use and Residential zoning district and other sections of the adopted Uniform Development Code (UDC). Council finds that the purpose of the district is to provide for a mixture of uses which may, at the sole discretion of the Council, include office, commercial, and/or residential depending upon the specific comprehensive plan area designated as Mixed Use. Development within this zone is to proceed through the PUD process unless a development agreement has already been executed for the particular property. Identifying areas for mixed-use development has two objectives. The first objective is to give the city a better tool to manage the type of developments through the planned unit development and/or the Development Agreement process. The second objective*

is that this zone may allow the development community to be more innovative in design and placement of structures subject to Council review and approval. Rezoning within this land use designation is to be strictly monitored by the city to assure that the Mixed-Use areas are not being used simply to justify high density residential use. Residential uses may be part of an overall mixed-use development that includes a non-residential component and may not exceed 30% of the overall size of the development.

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

The Council finds the materials and testimony submitted in this annexation and zoning application request will help ensure the uses of this property will not be materially detrimental to the public health, safety or welfare. The Council finds that the required conditions of approval that will be part of the Development Agreement will protect the public health, safety and welfare of the citizens of the City of Star and its Impact Area.

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.

The Council finds that the City has not been presented with any information from agencies having jurisdiction, that public services, with the conditions and requirements of the agencies adopted into the Development Agreement, will be adversely impacted.

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

The Council finds this annexation and zoning is reasonably necessary for the orderly development of the City. The Council finds that the annexation of this property will bring the property, with requirements, into and under the jurisdiction of the City. Council finds that approval of the requested annexation and proposed use of this property with the required conditions of approval, is in the best interest of the City of Star.

Public Hearing of the Council:

- a. A public hearing on the application was heard by the City Council on July 18, 2023, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.
- b. Shawn L Nickel, City of Star Planning and Zoning Director presented the application.
- c. Oral testimony in favor of or opposing the application was presented to the City Council by:
 - Nicolette Womack
 - Randy Clarno
 - Jannette Johnson

d. Additional testimony from City Staff, Agencies

None

e. 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 the proposed applications in accordance with the City of Star Title 8 (Unified Development Code), took public testimony, and deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the development. Review and discussion included access, traffic concerns, parking, noise, lights, landscaping, buffers and previous County actions.

The Council discussed conditions of approval on the annexation and zoning, and conditional use permit applications, and the conditions of approval that will be part of the accompanying Development Agreement. Council concluded that the Applicant's request meets the requirements for the annexation and zoning and conditional use permit request. Council hereby incorporates the Council Packet with staff report dated July 18, 2023, together with all public and agency comments and the meeting minutes into the official decision as part of these Findings of Fact, Conclusions of Law.

Statement of Compliance:

Council finds and concludes that the Applicant has met all requirements of the applicable Unified Development Code and the intent and purpose of the applicable Comprehensive Plan and Map requirements for annexation and zoning.

Council added the following requirements to their decision to approve the annexation and zoning application that will be part of the Development Agreement conditions of approval to include the following:

1. No residential uses shall be allowed on the two Mixed-Use parcels unless as part of a Live/Work or Multi-Use development.
2. The roadway parcel shall be used as public right of way only and shall be dedicated to the public in the future at the City's request.

Council Decision:

Councilmember Nielson made a motion, seconded by Councilmember Hershey for approval. The Council voted 3-0 (Councilmember Salmonsens absent) to approve the Annexation and Zoning, Development Agreement and Conditional Use Permit applications on July 18, 2023.

Dated this 15th day of August 2023.

Star, Idaho

By: _____

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

STAR FIRE PROTECTION DISTRICT
PROPERTY LEASE

This Property Lease ("Lease") is made and effective as of March 1, 2023, by and between STAR FIRE PROTECTION DISTRICT ("Landlord") and the City of Star ("Tenant").

1. DEFINITIONS - The following terms shall have the definitions ascribed to them below:

- 1.1. Landlord and/or Designated Agent: Star Fire Protection District, organized and existing pursuant to Chapter 14 of Title 31 of the Idaho Code, whose address is 11665 West State Street Suite B, Star, Idaho, 83669. Greg Timinsky, Fire Chief of the Star Fire Protection is the Designated Agent authorized to act on behalf of the property owner Star Fire Protection District.
- 1.2. Tenant: City of Star, a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code, whose address is 10769 W State Street, PO Box 130, Star, Idaho, 83669.
- 1.3. Premises: That certain southwest section of the building located at 11665 W. State St., Star, Idaho, in Ada County, "Suite A and Suite C"(aka Suite A-1 & A-2) which is a portion of the building known as Phase 1 that was constructed in 2005 and consists of approximately 3,500 square feet of office space, and allocated parking as outlined in a diagram attached as EXHIBIT A to this lease agreement.
- 1.4. Permitted Use: The permitted use for the Premises shall be for administrative offices and use by the City of Star's Police and Parks and Recreation Departments.
- 1.5. Term and Commencement Date: The term of this Lease shall commence on March 1, 2023, ("Commencement Date") for a term of twelve months ending on February 28, 2024, and shall automatically renew in one year increments (12 months) and continue under the same terms and conditions contained in this Lease and shall continue in full force and effect each year thereafter ("Renewal Term") until this Lease is terminated by Landlord or Tenant pursuant to this Lease.
- 1.6. Base Rent: Tenant shall pay to Landlord a monthly Base Rent in the amount of zero dollars (\$0.00). Landlord shall provide Tenant with at least one hundred and eighty (180) days written notice of any increase to the Base Rent. Any increase to the Base Rent will take effect the beginning of the renewal of this Lease, or after, and shall be in effect for the following twelve (12) months from the date of increase.
- 1.7. Utilities: In addition to the Base Rent, Tenant shall pay all related utilities.
- 1.8. Services: This is a triple net lease. Landlord's sole obligation is to provide possession of the Premises to Tenant, including utilities (as described above). Tenant shall have all other obligations relating to the Premises including but not limited to building and parking lot maintenance, trash and insurance as specified in Lease.

2. GRANT OF PREMISES AND POSSESSION

2.1. Grant of Premises: Landlord leases to Tenant and Tenant leases from Landlord the Premises subject to the terms and conditions of this Lease.

2.2. Possession: Tenant receives right of possession of the premises in exchange for the required monthly rent as outlined in this Lease. Tenant is not relying on representations of Landlord or Landlord's employees, officer, directors and agents, whether oral or written, with respect to any aspect, feature or condition of the Premises, and Tenant is leasing the Premises "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PREMISES, INCLUDING WHETHER THE PREMISES CONTAINS ANY HAZARDOUS WASTE, WHETHER KNOWN OR UNKNOWN WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. TENANT ACKNOWLEDGES THAT LANDLORD, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND LANDLORD SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO:

2.2.1. THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PREMISES INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PREMISES OR IMPROVEMENTS;

2.2.2. THE CONFORMITY OF THE PREMISES OR THE IMPROVEMENTS TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE; AND

2.2.3. THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES OR IMPROVEMENTS INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NON-APPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND

WHICH IF KNOWN TO THE TENANT, WOULD CAUSE TENANT TO REFUSE TO LEASE THE PREMISES.

2.3. Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential and commercial properties and may affect the Premises. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in person with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Premises. Tenant acknowledges that, if Landlord, or any of Landlord's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Landlord does not in any way warrant the cleaning, repairs or remediation. Tenant accepts full responsibility for all hazards that may result from the presence of Mold in or around the Premises. By continuing to lease the Premises, Tenant is satisfied with the condition of the Premises notwithstanding the past or present existence of Mold, in or around the Premises and Tenant has not, in any way, relied upon any representations of Landlord, Landlord's employees, officer, directors, contractors, or agents concerning the past or present existence of Mold in or around the Premises.

2.4. During the Term, Landlord covenants not to disturb the quiet enjoyment or possession of the Premises by Tenant, except as permitted by this Lease.

3. RENT

3.1. Definition of Rent: The word "Rent" includes the Base Rent, any adjustments to the Base Rent, any amounts described as additional rent, and any other amount payable by Tenant to Landlord under this Lease.

3.2. Payment of Rent: Tenant agrees to pay Landlord, without offset or deduction for any reason except as otherwise expressly permitted by this Lease, Rent for the Premises, which includes all of the following:

3.2.1. Base Rent: The Base Rent in Section 1.6 of this Lease.

3.2.2. Additional Rent and Other Amounts: The additional rent and any other amounts required by this Lease

3.3. Triple Net Lease: Tenant's payment to Landlord shall be in addition to Tenant's obligations to pay all taxes or other assessment upon the Premises (excluding any real property taxes assessed on the building), insurance premiums, repairs, utilities, and maintenance costs, any and all costs, charges and obligations which may arise due to any easement, maintenance agreement, common area agreement, or the like, or any other expenses or charges related to the Premises, all of which are the responsibility of Tenant regardless of whether the expense or charge is specifically considered elsewhere in this

Lease. The parties intend that, with the exception for real property taxes, this Lease be a triple net lease.

3.4. Date and Form of Rent and Utility Payments: Rent shall commence on the Commencement Date and shall be paid in full each month in advance or no later than the fifth (5th) of each month. Rent shall be payable at the Landlord's address set forth in this Lease or as Landlord shall notify Tenant in writing. All utilities are the responsibility of the Tenant and shall be paid directly to any utility companies.

3.5. Rent Proration: For any fractional month occurring during the Term, the Base Rent and any adjustments to the Base Rent payable for the fractional month shall be prorated based on the ratio that the number of days in the fractional month bears to the number of days in the calendar month.

4. Operation of Premises:

4.1. Tenant's Use of Premises: The Premises shall be occupied and used by Tenant only for the Permitted Use and for no other purpose.

4.2. Tenant's Maintenance Obligations: Tenant shall, at Tenant's sole expense, keep and maintain the Premises in a good, clean condition, reasonable wear and tear excepted. Tenant's maintenance and repair obligation (a) includes, but is not limited to, all plumbing, heating, air conditioning, ventilating, electrical, lighting, telecommunications, fire suppression, interior walls, ceilings, floors, windows, doors, plate glass, and cabinets, (b) include the repair, replacement, payment or performance of all obligations that are required under any common area agreement, restriction, or easement agreement to which the Premises are subject; and (c) include the prompt extermination of termites, rodents, and other vermin. repair any structural defects and damage to the roof, outer walls, foundations, underground utilities to the Premises, and exterior drainage.

4.3. Landlords Maintenance Obligations: Landlord has no obligation.

4.4. Utilities: Tenant shall be solely responsible for and shall promptly pay all charges, when due, for water, sewer, natural gas, electricity, telephone, cable, computer, security, refuse disposal and any other utility or other service used upon or furnished to the Premises or for common area charges required by any easement, restrictive covenant or common area agreement of record.

4.5. Alterations and Remodeling: Tenant shall not make any changes (a) to the Premises, (b) to the parking areas, (c) to Tenant's signs, or (d) structural components of the building without the prior written consent of Landlord, not to be unreasonably withheld. All such alterations shall comply with all laws, rules, regulations and permits and be performed in a good workmanlike manner. Tenant shall submit plans and specifications for such alterations and additions to Landlord for Landlord's prior review and consent. Tenant shall be responsible for obtaining all permits and approvals required by government requirements. All alterations and additions to the Leased Premises shall remain upon

and be surrendered with the Leased Premises and become the property of Landlord at the termination of this Lease without reimbursement or compensation to Tenant of any kind.

- 4.6. **Ownership of Alterations:** All alterations, additions or improvements made by Tenant which are permanently attached to the Premises shall become the property of Landlord at the expiration of the Term.
- 4.7. **Tenant's Hazardous Material Use:** Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors, customers, clients, patients, guests or invites except as incidental to Tenant's permitted use of the Premises or only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Tenant shall comply with all applicable laws and regulations regulating the use, reporting, storage, and disposal of Hazardous Material.
- 4.8. **Hazardous Material Definition:** As used in the Lease, the Term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl ("PCB"), (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. 6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601), (viii) defined as a "regulated substance" pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991, (ix) considered a "hazardous chemical substance and mixture" pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. 2605), or (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136)
- 4.9. **Real and Personal Property Taxes:**
- 4.9.1. **Tenant's Payment of Taxes:** Excluding real property taxes (as described in Section 3.3), Tenant agrees to pay before they become delinquent all taxes (both general and special), assessments, or governmental charges lawfully levied or assessed against the Tenant's personal property ("Taxes").
- 4.9.2. **Landlord's Payment of Real Property Taxes (if applicable):** Landlord shall be responsible for payment of all real property taxes assessed on the building or land, as well as all other taxes (both general and special), assessments, or governmental charges lawfully levied or assessed against the real property (building or land) located at the Premises.

4.10. **Covenant Against Liens:** Tenant will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Tenant's sole expense, any mechanics' lien or similar lien against the Premises which Tenant created or caused to be created by Tenant's work on the Premises. Tenant has no authority or power to cause or permit any mechanics' lien or similar lien created by act of Tenant, operation of laws, or otherwise to attach to or be placed upon Landlord's title or interest in the Premises. Any lien against the Tenant shall attach only to Tenant's leasehold interest in the Premises. Landlord will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Landlord's sole expense, any mechanics' lien or similar lien against the Premises which Landlord created or caused to be created by Landlord's work on the Premises. A party may, at the party's sole expense, contest any lien, and the lien may remain pending resolution of the challenge. The party challenging the lien shall indemnify and hold the other party harmless from any and all loss, damage or expense occasioned by the lien challenge. If the lien is adjudged to be valid, the challenging party shall promptly pay and discharge the lien.

4.11. **Landlord's Right of Entry:** Landlord and Landlord's agents may enter the Premises during Tenant's normal business hours to (i) inspect the general condition and state of repair of the Premises, (ii) show the Premises to prospective purchasers, tenants or mortgagees, and (iii) erect on the Premises, customary signs advertising the Premises for sale or lease. Landlord shall exercise reasonable care not to interfere with, or create a hazard to, Tenant's business operations. In the event of an emergency arising within the Premises which endangers property or persons, Landlord may enter the Premises at any time without prior notice to Tenant.

4.12. **Landlord's Title:** Landlord shall have and retain title to the Premises, subject to Landlord's absolute transfer rights set forth in Section 6.4.

5. **Changes in the Parties:**

5.1. **Relationship of Parties:** Nothing contained in this Lease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the method of computation of Rent nor any other provision of this Lease, nor any act of the parties, shall be deemed to create any relationship other than that of landlord and tenant.

5.2. **Successors and Assigns:** This Lease shall benefit and bind the successors and permitted assigns of Landlord and Tenant.

5.3. **Tenant's Assignment and Subletting:** Tenant may not assign or sublet all or a part of this Lease, by operation of law or otherwise, without the express written consent of Landlord.

5.4. **Landlord's Transfer:** Landlord may sell, assign or otherwise transfer the Premises without the consent of Tenant. If Landlord should sell or transfer Landlord's interest in the Premises, then effective with the date of the sale or transfer, Landlord shall be

released and discharged from any and all further obligations and responsibilities under this Lease (except those already accrued).

- 5.5. Subordination: Tenant agrees that this Lease is and shall remain subordinate to any existing or subsequent mortgage or deed of trust covering the fee title to the Premises, together with any renewals, modifications or extensions of existing or subsequent mortgages or deeds of trust.
- 5.6. Estopped Certificate: From time to time upon not less than five (5) business days' prior written request by a party, the other party will deliver to the requesting party a certificate in writing stating (i) that this Lease is unmodified and in full force and effect (or that the Lease as modified is in full force and effect, describing the modifications), (ii) that the rents and other charges have been paid to date without any prepayments or defaults (or if any prepayments or defaults, the nature of the prepayments or defaults), and (iii) that the requesting party is not in default under any provision under this Lease (or, if in default, the nature of the default). If the party shall fail to respond within five business days of receipt the written request for the estoppel certificate, the party shall be deemed to have given the certificate without modification.

6. Loss and Damage to Premises:

- 6.1. Liability Insurance: Tenant shall provide and maintain commercial general liability insurance (Occurrence Basis) with broad form coverage endorsement (including broad form property damage endorsement) and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction. Such insurance shall be written with an insurer licensed to do business in the State of Idaho, shall name Landlord as additional insured, and contain a waiver of subrogation endorsement in favor of Landlord. The initial limits of liability of all such insurance shall be not less than \$1,000,000 (one million dollars) for personal injury or bodily injury or death of any one person, \$1,000,000 (one million dollars) for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 (five hundred thousand dollars) with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 (two million dollars) per occurrence. Landlord may purchase and maintain additional commercial general liability insurance insuring in amounts determined by Landlord in its sole and absolute discretion, insuring it against claims for personal injury, bodily injury or death, and property damage or destruction. Such policy maintained by Landlord shall not in any way relieve Tenant of its obligation to maintain insurance under this Section.
- 6.2. Property Insurance: Tenant shall purchase and maintain property insurance, which premium amounts for such insurance shall be solely Tenant's cost and expense, insuring all improvements, structures and buildings located on the Premises. Such insurance shall be written with an insurer licensed to do business in the State of Idaho, shall name Landlord as the insured, and contain a waiver of subrogation endorsement in favor of Landlord. Tenant shall purchase and maintain, which premium amounts for such

insurance shall be solely Tenant's cost and expense, insuring all Tenant's personal property contents as provided in Section 7.8.6.

- 6.3. Worker's Compensation Insurance: Tenant, at Tenant's sole cost and expense, shall carry Worker's Compensation Insurance as required by Idaho Law. No "alternative" forms or self-insurance coverage will be allowed.
- 6.4. Insurance Provisions: For all insurance which Tenant is required to maintain hereunder, Tenant shall furnish Landlord with certificates evidencing the insurance. All policies shall be obtained from an insurer licensed to do business in the State of Idaho with a Best's Rating of "A" or higher and a Financial Size Category of "VIII" or higher. The policies of insurance shall provide that the insurance represented by the certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days prior written notice to the holders of the insurance and the holders of the certificates. If Tenant shall fail to obtain any policy of insurance required hereunder, Landlord may obtain the same and keep the insurance in effect, and Tenant shall pay Landlord the cost thereof plus a ten percent (10%) service charge to cover Landlord's administration costs within ten (10) days after receipt of an invoice. No policy will contain a deductible or self-insured retention in excess of \$10,000 (ten thousand dollars) without Landlord's prior written approval. If requested by Landlord, Tenant will promptly deliver to Landlord a certified copy of any insurance policies required by this Lease. Furthermore, Landlord shall have the right to adjust the dollar amounts required by this Article 7 from time to time in keeping with the amounts maintained by other properties of similar nature within the counties surrounding the Premises. The insurance carried by Tenant hereunder shall be primary and not contributory with any other insurance which is maintained by Landlord. All insurance which Tenant is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Lease and is endorsed with an Aggregate Limits of Insurance (Per Location) endorsement.
- 6.5. Waiver of Subrogation: To the extent permitted by their respective insurers, Landlord and Tenant (and each person claiming an interest in the Premises though Landlord or Tenant) release and waive their entire right of recovery against the other for direct, incidental or consequential or other loss or damage arising out of, or incident to, the perils covered by insurance carried by each party, whether due to the negligence of Landlord or Tenant. If necessary, all insurance policies shall be endorsed to evidence this waiver.
- 6.6. Effect of One Party's Actions on Other Party's Insurance: Neither party shall do or permit to be done anything which shall invalidate any insurance carried by the other party. Each party shall pay the entire increase in the insurance premium if the increase is specified by the other party's insurer as caused by the actions or omissions of the party.
- 6.7. Condemnation: In the event of a taking of, or damage to, any portion of interest in or access to the Premises or any portion thereof by eminent domain or any transfer in lieu thereof or by any other governmental action, which taking or damage renders the

Premises unsuitable for Tenant's business operations, Tenant may terminate this Lease as of the date of such taking or damage by written notice to Landlord within ninety (90) days after the taking or damage deprives Tenant of possession of any such portion of, interest in or access to the Premises or any portion thereof.

In the event this Lease is not so terminated, Landlord shall promptly restore the Premises to a condition as nearly comparable as the condition existing immediately prior to such taking or damage, and this Lease shall continue in full force and effect; provided, however, that commencing on the date on which Tenant is deprived of the use of any portion of, interest in or access to the Premises, the Base Rent due and payable under this Lease shall be reduced by the percentage by which the fair market rental value of the Premises immediately after the taking or damage is reduced from such fair market rental value of the Premises immediately prior to such taking or damage.

In the event of any condemnation and whether or not Tenant elects to Terminate this Lease, Tenant shall only be entitled to any and all awards or payments made in the condemnation proceedings with respect to any damage to (i) Tenant's leasehold estate, (ii) Tenant's trade fixtures and equipment, and (iii) Tenant's loss of business. All other awards or payments shall be paid to Landlord. Tenant agrees to reasonably cooperate with the condemning authority and to execute and deliver all documents and agreements reasonably requested by Landlord or the condemning authority in conjunction with condemnation or taking.

6.8. Damage or Destruction of Premises:

6.8.1. Landlord's Duty to Rebuild: If the building on the Premises shall be partially or totally damaged or destroyed by fire or other casualty (and if this Lease shall not be terminated as in this article hereinafter provided), (a) Landlord shall repair the damage to and restore and rebuild the building and the Premises with reasonable dispatch after notice to Landlord of the damage or destruction and the collection of the insurance proceeds attributable to such damage and (b) Tenant shall repair the damage to and restore and repair the property that is deemed Tenant's property with reasonable dispatch after such damage or destruction. Such work by Tenant shall be deemed alterations for the purposes of Section 5.6. The proceeds of policies providing coverage for Tenant's improvements and betterments shall be paid to Landlord. Concurrently with the collection of any insurance proceeds attributable to the damage of Tenant's improvements and betterments, and as a condition precedent to Landlord's obligation to commence those repairs required to be performed by Landlord pursuant to this Section, Tenant shall pay to Landlord (i) the amount of any deductible under the policy insuring Tenant's improvements and betterments and (ii) the amount, if any, by which the cost of repairing and restoring Tenant's improvements and betterments as estimated by a reputable contractor designated by Landlord exceeds the available insurance proceeds therefor. Tenant shall also pay to Landlord, upon demand, the amount by which the cost of repairing and restoring Tenant's improvements and betterments exceeds the amount described in the immediately preceding sentences. The amounts due in accordance with the two

immediately preceding sentences shall be Additional Rent under this Lease and payable by Tenant to Landlord upon demand.

- 6.8.2. **Rent Abatement:** Subject to the provisions of this Lease, if all or part of the Premises shall be damaged or destroyed or rendered completely or partially untenable on account of fire or other casualty, the Base Rent and the Additional Rent under Article 3 hereof shall be abated in the proportion that the untenable area of the Premises bears to the total area of the Premises, for the period from the date of the damage or destruction to (i) the date the damage to the Premises shall be substantially repaired (provided, however, that if in Landlord's judgement such repairs would have been substantially completed at an earlier date but for Tenants having failed to reasonably cooperate with Landlord in effecting such repairs, then the Premises shall be deemed to have been repaired substantially on such earlier date and any reduction or abatement shall cease) or (ii) if the building and not the Premises is so damaged or destroyed, the date on which the Premises shall be made tenantable; provided, however, should Tenant or any of its subtenants reoccupy a portion of the Premises during the period the repair work is taking place and prior to the date that the Premises are substantially repaired or made tenantable, the Base Rent and the Additional Rent allocable to such reoccupied portion, based upon the proportion that the area of the reoccupied portion of the Premises bears to the total area of the Premises, shall be payable by Tenant from the of such occupancy.
- 6.8.3. **Lease Termination Right:** Landlord shall have the right, in its sole and absolute discretion, to determine whether to rebuild the Premises. If Landlord refuses to rebuild the Premises, the Lease shall automatically terminate.
- 6.8.4. **Liability Limitation:** Tenant shall not be entitled to terminate this Lease and Landlord shall have no liability to Tenant for inconvenience, loss or business or annoyance arising from any repair or restoration of any portion of the Premises or of the building pursuant to this article. Landlord shall use reasonable efforts to make such repair or restoration promptly and in such manner as not unreasonably to interfere with Tenant's use and occupancy of the Premises, but Landlord shall not be required to do such repair or restoration work except during business hour of business days.
- 6.8.5. **Non-abatement of Rent:** Notwithstanding any of the foregoing provisions of this article, if by reason of some act or omission on the part of Tenant or any of its subtenants or its or their partners, directors, officers, servants, employees, agents or contractors, either (a) Landlord shall be unable to collect all the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to damage or destructions of the Premises or the building by fire or other casualty, or (b) the Premises or the building shall be damaged or destroyed or rendered completely or partially un-tenantable on account of fire or other casualty, then, without prejudice to any other remedies that may be available against Tenant, there shall be no abatement or reduction of Base Rent or Additional Rent. Further, nothing contained

in this article shall relieve Tenant from any liability that may exist as a result of any damage or destruction by fire or other casualty.

6.8.6. Tenant's Insurance: Landlord will not carry insurance of any kind on Tenant's furniture, fixtures, equipment, inventory or supplies or on Tenant's improvements or betterments and shall not be obligated to repair any damage to or replace Tenant's property and Tenant agrees to look solely to its insurance for recovery of any damage to or loss of Tenant's property. If Tenant shall fail to maintain such insurance, Landlord shall have the right to obtain such insurance and the cost thereof shall be Additional Rent under this Lease and payable by Tenant to Landlord on demand.

7. Default by Tenant or Landlord:

7.1. Default by Tenant: Tenant shall be in default under this Lease if any of the following occur: (i) Tenant fails to pay when due any Rent or other payment required to be paid by Tenant under this Lease and the failure shall not be cured within ten (10) days after the due date; (ii) Tenant fails to perform or observe any other covenant, agreement or condition which Tenant is required to perform or observe and the failure shall not be cured within thirty (30) days after delivery of written notice to Tenant of the failure (or, if the cure cannot be effected within the thirty day period, then within the additional period of time as may be required to cure the default provided Tenant is diligently and continuously pursuing the cure to completion); (iii) Tenant is named as a debtor in any voluntary or involuntary bankruptcy proceeding; (iv) substantially all of Tenant's assets are placed in receivership or are subjected to attachment or other judiciary seizure; (v) Tenant makes or suffers a general assignment for the benefit of creditors; or (vi) Tenant vacates or abandons all or a substantial portion of the Premises.

7.2. Remedies of Landlord: In the event of Tenant's default as set forth in Section 8.1, Landlord shall have the remedies set forth in this Lease. Landlord's remedies are cumulative and not alternative remedies.

7.2.1. Legal and Equitable Remedies: Landlord shall have all remedies available at law or in equity.

7.2.2. Termination of Lease: In addition to all other rights and remedies available to Landlord in law and equity. Landlord may (i) change the locks and lock the doors to the Premises and exclude Tenant from the Premises, (ii) enter the Premises and remove all persons and property there-from without being liable for prosecution or any claim for damages for the removal, (iii) declare the Lease terminated, (iv) commence litigation for the Rent due and to become due under the Lease, and for any damages sustained by Landlord, (v) continue the Lease in effect and refer the Premises on such terms and conditions as Landlord may deem advisable, and (vi) hold the Tenant liable for the Rent, the reasonable cost of obtaining possession of the Premises, the reasonable cost of re-letting the Premises, and the reasonable cost

of any repairs and alterations necessary to prepare the Premises for re-letting, less the Rents actually received from the re-letting, if any.

7.2.3. Advance: In the event of Tenant's breach, Landlord may remedy the breach for the account and at the expense of Tenant. If Landlord at any time, by reason of the breach, is compelled to pay, or elects to pay, any money or do any act which will require the payment of any money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting or prosecuting any action or proceeding to enforce Landlord's rights under this Lease, the money paid by Landlord, with interest from the date of payment, shall be additional rent and shall be due from Tenant to Landlord as Rent.

7.3. Default by Landlord: Landlord shall be in default under this Lease if Landlord fails to perform or observe any covenant, agreement or condition which Landlord is required to perform or observe and the failure shall not be cured within thirty (30) days after delivery of written notice to Landlord by Tenant of the failure (or, if the cure cannot be effected within the thirty day period, then within the additional period of time as may be required to cure the default provided Landlord is diligently and continuously pursuing the cure to completion).

7.4. Remedies of Tenant: In the event of Landlord's default as set forth in Section 8.3, Tenant shall have all rights provided at law or in equity, except Tenant expressly waives any right to the abatement or withholding of rent payable to Landlord under this Lease. Tenant's obligation to pay rent is independent of all other rights, and Tenant may not withhold Rent payments to Landlord or pay Rent to other parties or into any escrow or holding account because of the default or alleged default of Landlord.

8. Termination of Lease:

8.1. Events of Termination: This Lease shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Landlord and Tenant; or (ii) by Landlord pursuant to this Lease; or (iii) by Tenant pursuant to this Lease; or (iv) upon one hundred eighty (180) days prior written notice from Landlord or Tenant to the other electing to terminate this Lease; or (v) by reason of Section 6.7 or 6.8 relating to condemnation or casualty of the Premises.

8.2. Surrender of Possession: Upon termination of this Lease, Tenant will immediately surrender possession of the Premises to Landlord. If possession is not immediately surrendered, Landlord may, in compliance with the laws of the State of Idaho, re-enter and repossess the Premises and remove all persons or property.

8.3. Holding Over: If Tenant fails to deliver actual possession of the Premises to Landlord upon termination of this Lease, Landlord shall have all remedies available at law or in equity to a lessor of real property in the State of Idaho, plus one of the following remedies; (i) Landlord may recover damages from Tenant in an amount equal to (a) the

Rent applicable immediately prior to termination for each full or partial month that Tenant fails to deliver actual possession of the Premises to Landlord, and (b) all damages sustained by Landlord by reason of Tenant's failure to deliver actual possession of the Premises to Landlord; or (ii) Landlord may accept Tenant's failure to deliver actual possession of the Premises to Landlord as an irrevocable offer to renew this Lease for a month to month period.

8.4. Condition of Premises Upon Termination: Tenant, upon termination or abandonment of this Lease or termination of Tenant's right of possession, agrees as follows:

8.4.1. Removal of Property: Except as permitted by this Lease, Tenant shall not remove any alterations, improvements or additions made to the Premises by Tenant or others without the prior written consent of Landlord, which consent may be withheld for any reason or for no reason. Tenant shall immediately remove, in a good and workmanlike manner, (i) all personal property of Tenant, and (ii) the alterations, improvements and additions made to the Premises by Tenant as Landlord may request in writing to be removed. All damage occasioned by the removal shall be promptly repaired by Tenant in a good and workmanlike manner. If Tenant fails to remove any property, Landlord may (i) accept the title to the property without credit or compensation to Tenant, or (ii) remove or dispose of the property, at Tenant's expense, in any reasonable manner that Landlord may choose.

8.4.2. Restoration of Premises: Tenant shall restore the Premises to a broom clean condition and in the condition existing on the Commencement Date, with the exception of (i) ordinary wear and tear, and (ii) alterations, improvements and additions which Landlord has not directed to Tenant in writing to remove. If Tenant fails to properly restore the Premises, Landlord, at Tenant's expense, may restore the Premises in any reasonable manner that Landlord may choose.

9. Claims and Disputes:

9.1. Rights and Remedies Cumulatives: Except as expressly provided in this Lease, each party's rights and remedies described in this Lease are cumulative and not alternative remedies.

9.2. Nonwaiver of Remedies: A Waiver of any condition stated in this Lease shall not be implied by any neglect of a party to enforce any remedy available by reason of the failure to observe or perform the condition. A waiver by a party shall not affect any condition other than the one specified in the waiver and a waiver shall waive a specified condition only for the time and in the manner specifically stated in the waiver. The acceptance by Landlord of rent or other money from Tenant after termination of the Lease, after termination of Tenant's right of possession, after the occurrence of a default, or after institution of any remedy by Landlord shall not alter, diminish, affect or waive the Lease termination, termination of possession, default or remedy.

- 9.3. Indemnification: To the extent caused by an act or failure to act of Tenant or Tenant's partners, managers, members, officers, directors, employees, invitees, guests, customers, clients or licensees, and regardless whether the act or failure to act is negligent, during and after the Term of this Lease, Tenant shall defend, indemnify and hold harmless Landlord, and Landlord's partners, managers, members, officers, directors, agents and employees from any liabilities, damages and expenses (including attorney fees) arising out of or relating to (i) the Premises, or (ii) Tenant's use or occupancy of the Premises.
- 9.4. Tenant's Hazardous Material Indemnification: During and after the Term of this Lease, Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of Tenant's breach of the obligations stated in Section 5.8 regarding the use of Hazardous Material. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by an federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.
- 9.5. Effect of Landlord's Insurance on Tenant's Obligation: From time to time and without obligation to do so, Landlord may purchase insurance against damage or liability arising out of or related to the Premises. The Purchase or failure to purchase insurance shall not release or waive the obligations of Tenant set forth in this Lease. Tenant waives all claims on insurance purchased by Landlord.
- 9.6. Attorney Fees and Costs: In the event either party to this Lease initiates or defends any legal action or proceeding with the other party in any way connected with this Lease, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). In the event either party to this Lease initiates or defends any legal action or proceeding with a third party because of the violation of any term, covenant, condition or agreement contained in this Lease by the other party to this Lease, then the party so litigating shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) incurred in connection with such litigation from the other party to this Lease. All such costs and attorneys' fees shall be deemed to have accrued

on commencement of any such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

- 9.7. Interpretation: This Lease shall be governed by the laws of the State of Idaho. The courts in the State of Idaho shall have exclusive jurisdiction. The invalidity of any portion of this Lease shall not affect the validity of any other portion of this Lease. This Lease constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversation and negotiations. Whenever the consent of either party is required to an action under this Lease, consent shall not be unreasonably withheld or delayed.

10. General Provisions:

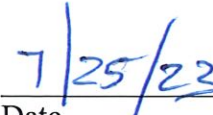
- 10.1. Notices: All notices under this Lease shall be in writing and shall be deemed to be delivered on the date of delivery, if delivered in person or by email, or on the date of receipt if delivered by U.S. Mail or express courier. Proof of delivery shall be by affidavit of personal delivery, computer generated confirmation of transmission, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to the address set forth in Section 1.1. as to Landlord and Section 1.2 as to Tenant (or at the other addresses one party may give to another party by written notice).
- 10.2. Interest on Past Due Amounts: All rent or other payments becoming due under this Lease and all amounts expended by Landlord for the account of Tenant shall be subject to a late charge at the annual percentage rate of nine percent (9%) compounded monthly, or the highest rate permitted by law, whichever is less. Interest shall be calculated from the due date or the date of expense, whichever is earlier, until paid.
- 10.3. Landlord's Occupancy and Use of Adjoining Space: Tenant has been notified of Landlord's use of adjoining space that may or may not be occupied by and used as a multi-purpose public facility, including, but not limited to, housing Fire District Administration, Maintenance Division, Emergency Responders including full time living quarters, and other Fire District related divisions and activities.
- 10.4. Non-recording: This Lease or any memorandum of this Lease shall not be recorded unless all parties further consent.
- 10.5. Time is of the Essence: Time is of the essence with respect to the obligations to be performed under this Lease.

This Lease is executed to be effective as of the date as written above.

LANDLORD:
STAR FIRE PROTECTION DISTRICT



Greg Timinsky, Fire Chief, Designated Agent



Date

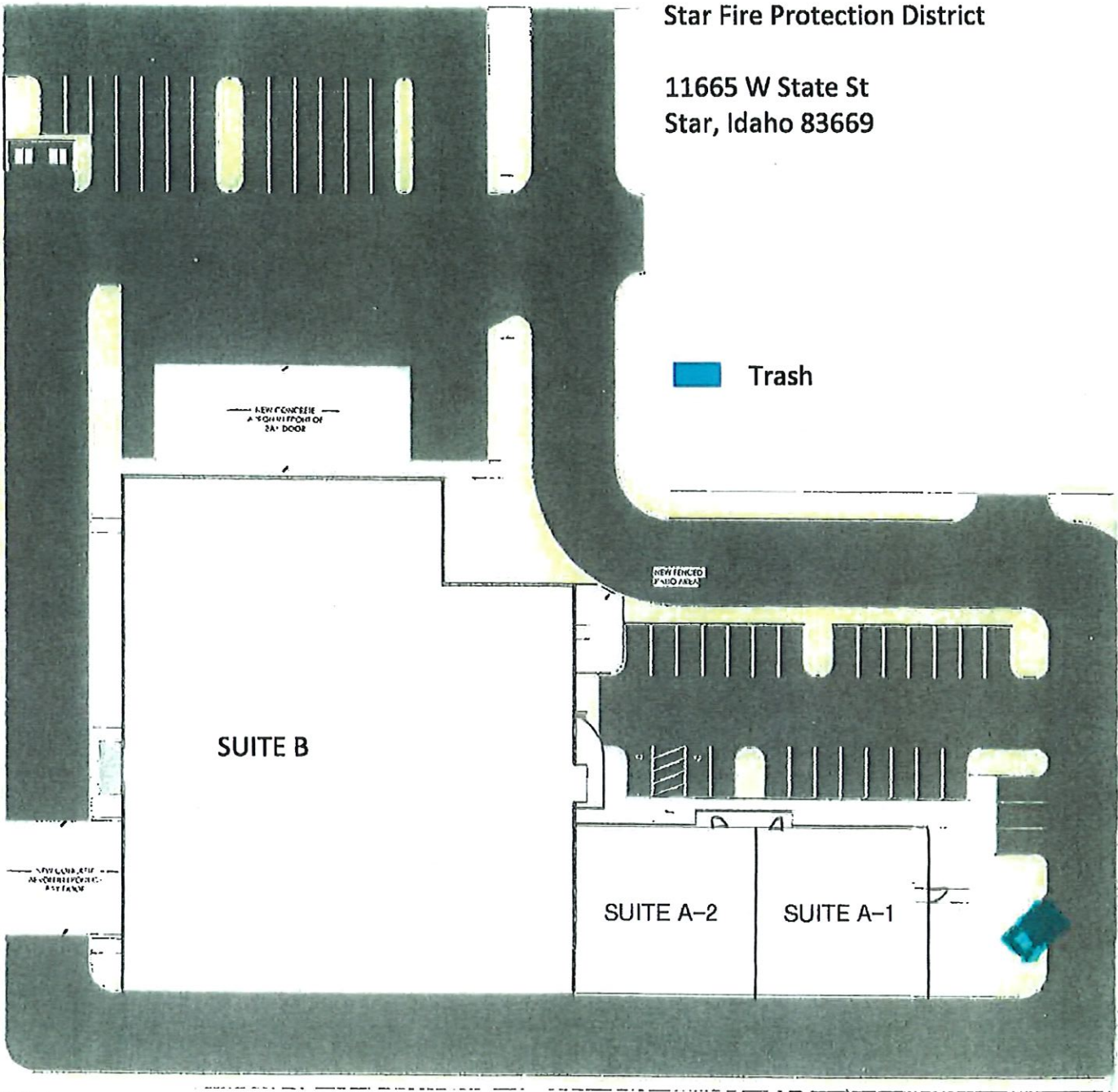
TENNANT:
City of Star
A Municipal Corporation
10769 W State Street
PO Box 130
Star, ID 83669

Trevor Chadwick, Mayor

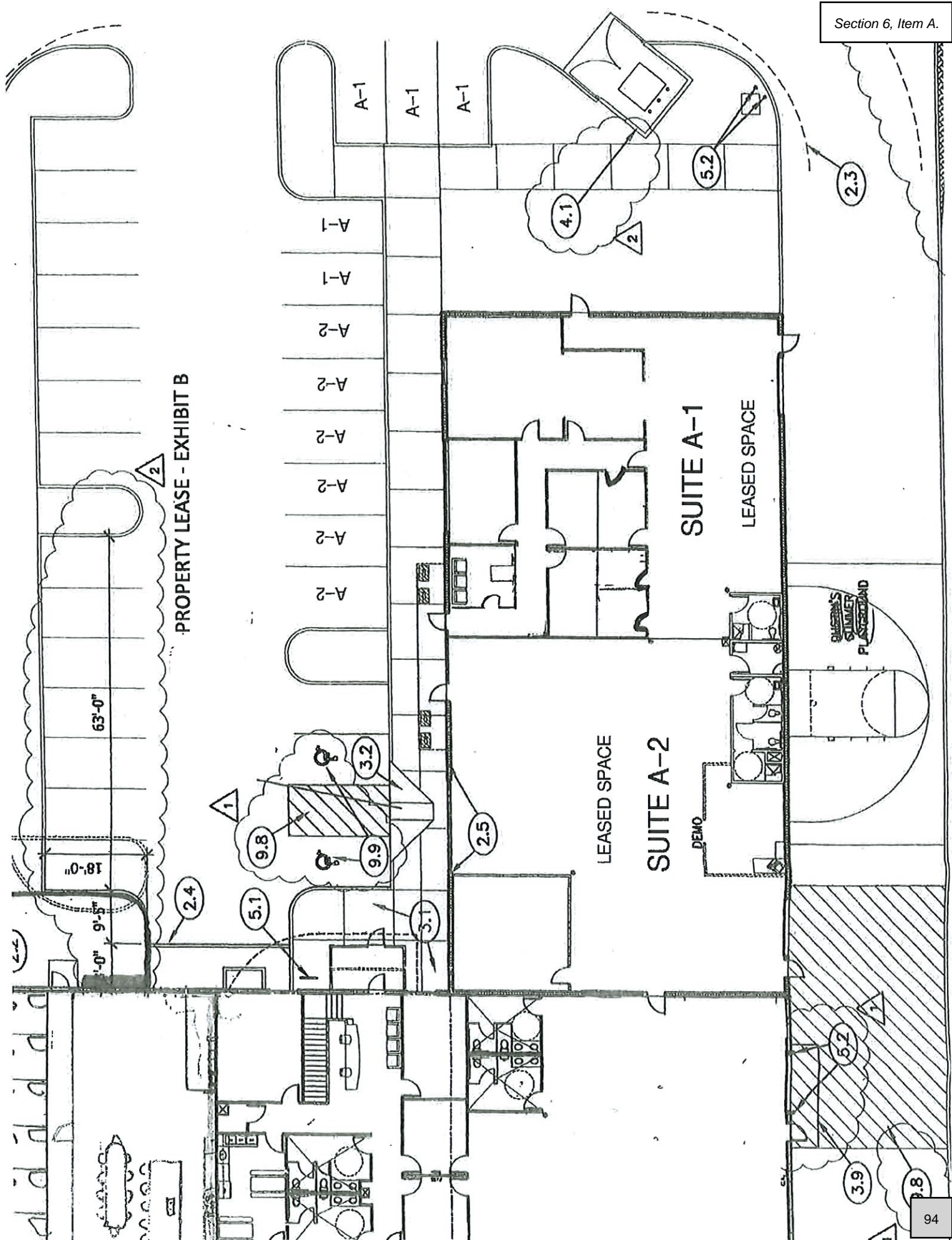
Date

Attachment: Exhibit A – Site Map
Exhibit B – Leased Space Map – Identifying Suites & Parking

PROPERTY LEASE - EXHIBIT A



1 SITE PLAN - NEW



ORDINANCE NO. 390 - 2023
(2023-2024 APPROPRIATIONS)

Section 6, Item B.

AN ORDINANCE, TO BE TERMED THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF STAR, IDAHO, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, APPROPRIATING SUMS OF MONEY IN THE AGGREGATE AMOUNT OF \$13,542,388.70 TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF STAR FOR SAID FISCAL YEAR; SPECIFYING THE OBJECT AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT AND PURPOSE; AUTHORIZING THE CERTIFICATION TO THE COUNTY COMMISSIONERS OF ADA & CANYON COUNTIES, IDAHO, THE AMOUNT OF **\$1,869,337.00** PROPERTY TAXES TO BE LEVIED AND ASSESSED UPON THE TAXABLE PROPERTY IN THE CITY; PROVIDING FOR THE FILING OF A COPY OF THIS ORDINANCE WITH THE OFFICE OF THE IDAHO SECRETARY OF STATE AS PROVIDED BY LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STAR, IDAHO, as follows:

Section 1: The sum of \$13,542,388.70 is hereby appropriated to defray all necessary expenses and liabilities of the City of Star, Idaho, for the fiscal year commencing October 1, 2023, and ending on September 30, 2024 (the "2024 Fiscal Year").

Section 2: The objects and purposes for which such appropriation is made, and the amount appropriated for each object and purpose are hereby approved.

Section 3: The amount of **\$1,869,337.00** is hereby authorized to be certified by the City of Star to the Board of Commissioners of Ada and Canyon Counties, Idaho, in accordance with Section 30-1007, Idaho Code, to be levied and assessed as a property tax on the taxable property within the City of Star for the 2023/2024 Fiscal Year.

Section 4: All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 5: The City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the Office of the Secretary of State of the State of Idaho, as required by Section 50-1003, Idaho Code.

Section 6: This Ordinance shall be published once in full in the official newspaper of the City and shall take effect and be in force from and after its passage, approval, and publication.

APPROVED this _____ day of August 2023.

CITY OF STAR, IDAHO

By: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M Qualls, City Clerk / Treasurer



CITY OF STAR

LAND USE STAFF MEMO

TO: Mayor & Council

FROM: Shawn L. Nickel, Planning Director & Zoning Administrator *Shawn L. Nickel*

MEETING DATE: August 15, 2023 - Reconsideration Request

FILE(S) #: CU-23-05 Conditional Use Permit for Dude DeWalt Cellars Winery & Event Center

OWNER/APPLICANT/REPRESENTATIVE

Application Property Owner/Applicant:

Trae & Johnna Buchert
5446 Hwy 16
Eagle, Idaho 83616

Reconsideration Request Petitioner:

Keith Hill
8602 W. High Ridge Lane
Eagle, Idaho 83616

REQUEST SUMMARY

Request: The City of Star has received a request for reconsideration of the Council decision approving the Dude DeWalt Cellars Winery & Event Center Conditional Use Permit from Keith Hill (Petitioner). A copy of the Petitioners request is included as an attachment to this memo. Included in the request by the Petitioner is a list and summary of 13 requested changes, revisions, and conditions to the previously approved Conditional Use Permit application. Council approved File AZ-23-02 Annexation and Zoning, DA-23-04 Development Agreement, CPA-23-01 Comprehensive Plan Map Amendment, and CU-23-05 Conditional Use Permit on July 18, 2023. Findings of Fact, Conclusions of Law were adopted by Council on August 1, 2023. The Petitioner is only requesting reconsideration of CU-23-05, per their written request, and not the Annexation and Zoning, Development Agreement or Comprehensive Plan Map Amendment.

UNIFIED DEVELOPMENT CODE SECTION PERTAINING TO RECONSIDERATIONS

The following section of the Unified Development Code indicates the standards for reconsideration of a Council decision.

8-1A-9: REQUEST FOR RECONSIDERATION:

A. Any applicant or affected person seeking judicial review of compliance with the provisions of this section must first seek reconsideration of the final decision within fourteen (14) days, as required by Idaho Code 67-6535.

To request reconsideration, an applicant or affected person must meet the following criteria:

1. The requesting party must have been a party in the underlying action in one of the following: the city; the property owner of the subject property; the applicant for the project; or other affected party; and
2. The request must be in writing, accompanied by the appropriate fee, and presented to the City no more than fourteen (14) calendar days after the council action and final decision (findings of fact, conclusions of law) have been rendered; and
3. The request must state a basis for the request and a brief statement of issues and decision that the requesting party is asking to be reconsidered; and
4. The request must include but is not limited to: the party requesting reconsideration has relevant information; and the relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available.

B. Consideration: The council will consider the request and provide a written decision to the requesting party within sixty (60) days of receipt of the request for reconsideration.

C. If the City Council Approves the Request: The requesting party must pay the fee for a new public hearing within ten (10) calendar days of council's reconsideration. If the payment is not made to the city clerk within the specified time frame, the city council shall be notified at their next regularly scheduled meeting and the request for reconsideration shall be rescinded.

D. All Noticing Shall Be Done in The Same Manner As All Public Hearings: If the applicant for reconsideration is not the property owner, they may post the notice of hearing sign that is required by ordinance in the right of way, if they have permission of the appropriate authority. The city council may waive this requirement, excepting publication costs. The city council shall consider all relevant facts regarding the reasons the property has not been properly posted and may direct any reasonable measures it wants to assure that the public has appropriate notice. The new hearing shall be conducted in the same manner as all public hearings.

E. Public Hearing: The administrator will schedule a new public hearing for the application as allowed by this code and all noticing requirements shall be mandatory. The public hearing shall be limited to a discussion of the new information and the ultimate decision shall be a final action of

the city council. No request for reconsideration may be accepted by the administrator on the decision of the city council from this hearing.

F. Number of Requests: One request for reconsideration by any party as stated in subsection A1 of this section, may be sought on any project.

STAFF COMMENTS AND RECOMMENDATIONS

City Planning Staff has reviewed the request for reconsideration and offers the following comments for Council's consideration. Please refer to the Petitioners letter for content.

1. Reconsideration Request #1 – Regarding the Alcohol Permit, Staff **believes the request by the Petitioner was previously requested by the Petitioner in their email to Staff dated 6/30/23 and was part of Council's application packet, as well as part of the oral testimony at the July 18, 2023 public hearing, and subsequently part of the official record.** Therefore, **this information has been previously presented to Council,** and, per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that *"relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available"*.
2. Reconsideration Request #2 – Regarding making the Applicant subdivide their property to provide a 1,000 feet buffer to an existing "church", **Staff believes the request by the Petitioner is not relevant information,** as documents presented to Staff show that the use of the property as a winery was in operation in Ada County prior to the Petitioners establishment of a "church" on the neighboring property, therefore, any Ordinances requiring buffers to schools and churches would not be valid. Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that *"the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available"*.
3. Reconsideration Request #3 – Regarding Winery and Social Hall are incompatible, and not in compliance with Idaho State Code, Local Land Use Planning Act (LLUPA), Staff believes **the request by the Petitioner is not relevant information and has been previously presented to Council as part of previous testimony.** Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that *"the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available"*.
4. Reconsideration Request #4 – Regarding the City of Star not having "standards" used in CUPS according to LLUPA, **Staff believes the request by the Petitioner is not relevant information,** as Section 8-1B-4D 1 through 8 of the Star UDC clearly states the *Standards in approving any conditional use, the city council may prescribe appropriate conditions, bonds and safeguards in conformity with this title,* and that these standards were used in determining conditions of approval for the application. Per Section 8-1A-9A(4) of the UDC

regarding Reconsideration, Council must determine that "*the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*".

5. Reconsideration Request #5 – Regarding the "caretakers dwelling", **Staff believes the request by the Petitioner was previously requested by the Petitioner in their email to Staff dated 6/30/23 and was part of Council's application packet and subsequently part of the official record.** Therefore, **this information has been previously presented to Council**, and, per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that "*relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*".
6. Reconsideration Request #6 – Regarding the "tastings room" operations, Staff believes **the request by the Petitioner is not relevant information and has been previously presented to Council as part of previous testimony.** Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that "*the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*".
7. Reconsideration Request #7 – Regarding the "tastings room" location, Staff believes **the request by the Petitioner is not relevant information and has been previously presented to Council as part of previous testimony.** Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that "*the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*".
8. Reconsideration Request #8 – Regarding the preservation of the "rural feel" in Star's Land Use Maps, Staff believes **the request by the Petitioner is not relevant information and has been previously presented to Council as part of previous testimony.** Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that "*the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*".
9. Reconsideration Request #9 – Regarding the promotion of health, safety and general welfare of the city and impact area, Staff believes **the request by the Petitioner was previously requested by the Petitioner in their email to Staff dated 6/30/23 and was part of Council's application packet, as well as part of the oral testimony at the July 18, 2023 public hearing, and subsequently part of the official record.** Therefore, **this information has been previously presented to Council**, and, per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that "*relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*".

10. Reconsideration Request #10 – Regarding the planting of 6ft tall trees around the existing parking lot, Staff believes **the request by the Petitioner is not relevant information and has been previously presented to Council as part of previous testimony. The Council has already placed conditions of approval on the application that references this item.** Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that “*the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*”.
11. Reconsideration Request #11 – Regarding the Petitioners claim that the Council’s conditions of approval were “simply rubber stamped” in order to meet the finding that the proposed use would not be detrimental to any person, property or general welfare, Staff believes **the request by the Petitioner is not relevant information and has been previously presented to Council as part of previous testimony. The Council has already placed conditions of approval on the application that references these items.** Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that “*the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*”.
12. Reconsideration Request #12 – Regarding the request for additional conditions of approval for the application, Staff believes **the request by the Petitioner is not relevant information and has been previously presented to Council by the Petitioner in their email to Staff dated 6/30/23 and was part of Council’s application packet, as well as part of the oral testimony at the July 18, 2023 public hearing, and subsequently part of the official record. The Council has already placed conditions of approval on the application that references these items.** Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that “*the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*”.
13. Reconsideration Request #13 – Regarding the City of Star violating “procedures” afforded to the Petitioner as a citizen in LLUPA, Staff believes **the request by the Petitioner does not include relevant information. Staff provided Council with proper documentation submitted by the Petitioner prior to the public hearing. Further information requested by the Petitioner was part of Council’s application packet, as well as part of the oral testimony at the July 18, 2023 public hearing, and subsequently part of the official record. The Council has already placed conditions of approval on the application that references these items.** Per Section 8-1A-9A(4) of the UDC regarding Reconsideration, Council must determine that “*the party requesting reconsideration has relevant information; relevant information was not previously presented and is in response to something brought up at the previous hearing; and the information was not previously available*”.

For the reasons described above, Staff does not believe that the Petitioner has provided relevant information, has raised a valid argument regarding deficiencies in the content within the Findings of Fact, or has proven violations to the Idaho State Code Land Use Planning Act regarding standards for conditional use permits.

Therefore, it is the recommendation from Staff that the Council **deny the request for reconsideration** and uphold the Findings of Fact that address the specific claims made by the petitioner regarding Sections 8-1B-1C and 8-6A-7, including but not limited to incorporating the staff report into the official decision and the Findings of Fact, Conclusions of Law. Staff recommends that the adopted Findings of Fact, Conclusions of Law be upheld.

If Council disagrees with this recommendation of Staff, the other alternatives would be to:

- Approve the request for reconsideration.
- Postpone the decision on request for reconsideration and consult further with the Special Legal Counsel in Executive Session at a future date.

AUG 07 2023

RECONSIDERATION OF CU 23-05 BY KEITH HILL 8602 W HIGH RIDGE LANE, EAGLE, IDAHO 83616

BACKGROUND

My property adjoins that of the subject property owned by Trae and Johnna Buchert and operated as a winery named Dude DeWalt Cellars. They applied for their first CUP early in 2020. It was to use the existing barn as a tasting room and to add 6 parking spaces for the winery. They were afforded 12 events of not more than 35 people. Their next CUP asked for multiple buildings including a new tasting room within 50 feet of our property line. Despite appeals and reconsideration with Ada County they were granted a CUP that afforded them 83 parking spaces, 24 events of 50 people. In 2022 they applied again asking for Social Hall status. They were granted unlimited events of 100 people, 24 events of 250 people and 150 parking spaces.

Keep in mind my property is Rural Residential and so is the subject property. Yet, they have a commercial business in this rural residentially zoned area with more parking than most businesses in Star have in commercially zoned areas.

And all of this has been built upon an illegally obtained alcohol license. In rural unincorporated Ada County, you must have 75% approval from resident neighbors within 1000 feet of the subject property. They only obtained 71%. So, Johnna Buchert signed an authorization for herself on her property. She is not a neighbor of herself. By signing the application twice and attesting that everything was true she committed fraud and a violation of Ada 4-3-10 and is subject to the penalties in Ada 4-3-17. I intend to take legal action against the Ada County BOCC on this. Ada BOCC claims they can grant the permit anyway by "*a showing of good cause.*" What is the good cause to have an establishment selling alcohol in Rural Residential Ada County on the most dangerous highway in all of Idaho? And then they must show that it additionally furthers the "health, safety or welfare of the community." When I spoke this during the appeal the room erupted in laughter. Why? Because it is "*clearly erroneous*" that this alcohol permit would further the health, safety, or welfare of the community. (EXHIBIT A Pages 1 thru 17)

Reconsideration Request #1. Add to this CUP that when Dude DeWalt goes for its City of Star Alcohol Permit that it once again must obtain approval from 75% of the resident neighbors for the City of Star Alcohol Permit. This is a reasonable request in that this operation via CUPs in the County is now three and half years old. Once again let's confirm the neighbors want this. I ask this because it is a fair request of reciprocity between properties that border each other when one is in an incorporated city and the other is in the unincorporated county. If Mr. Fiorino or I applied for an alcohol permit in Ada Country, the now annexed subject property would be one of our neighbors within 1000 feet and would have the opportunity to vote for or against our permit. They would not be excluded. The pure and clear reciprocity of the use of the 75% rule is called for in the conditioning of the use of the subject property for the City of Star alcohol permit process.

Reconsideration Request #2. Make Trae and Johnna Buchert subdivide their property such that the first 1000 feet from our joint property line is defined as Rural Residential Parcel One and in

that parcel no winery or social hall activity can take place. The reason is that my property, 8602 W High Ridge Lane, is a Church. The First Church of The High Ridge was formed 7/15/2022. We did not register with the state at that time because we felt in the case of Dude DeWalt Cellars they came before us in the county. When the Buchert's notified us at the neighborhood meeting of their interest in becoming part of the city of star the Church membership voted unanimously to file with the Secretary of State our certificate of existence. That Certificate of Existence is dated May 5, 2023. That is prior to the Buchert's filing with the City of Star. Hence, Ada 8-3N-8-31 states *"The winery shall not be located within five hundred feet (500') of a church or school property. C. For properties abutting a residential district, no outside activity or event shall be allowed on the site, except as provided for in chapter 4, article L, "Temporary Use", of this title. (Ord. 703, 2-10-2010)"*

Further because of the social hall status and scope of activities allowed under this CUP we believe Ada 8-5-3-19 applies where, "The bar, brew pub, or nightclub shall not be located within one thousand feet (1,000') of a church or school property. C. For properties abutting a residential district, no outside activity or event shall be allowed on the site, except as provided for in chapter 4, article L, "Temporary Use", of this title." Ada County certainly in their CUPs called for parking spots for the brew pub, restaurant, and social hall."

By subdividing the property and taking the first 1000 feet from our mutual property line and making it Rural Residential where no CUP activities can take place these Ada County codes can be complied with. Otherwise as a single parcel we do not see how this winery can exist next to a Church at all. (EXHIBIT B Pages 1 thru 6)

Reconsideration Request #3

Winery and Social Hall are incompatible. Both LLUPA (Idaho Local Land Use Procedures Act) and Ada Code mention "Winery" many places. Wineries are specifically afforded events. Those events as your CUP correctly identifies are for the education of the viticultural activities. Dinners with the winemaker, lectures about growing grapes, wine food parings, proper glass selection for varietal etc. The "winery" status in a rural residential specifically prohibits "weddings." Your CUP's addition of weddings, concerts, car shows and the like stretch beyond the scope of what's allowed at a "winery." Much like the Boise Airport prohibits guns by patrons inside the building. If the Boise Airport applied for a "shooting range" you'd have the pure incompatibility of one designation that prohibits guns but the layered authorization that is counter to the prohibitions of the airport designation. That's what we have here. A "winery" is prohibited from having more that 25 events with 50 people in attendance. The Social Hall AND Winery status trample upon the limitations that limit the scope of a winery. Our request is that you either simply remove the Social Hall for reasons mentioned in #2 above and that you have created half Elephant half Horse with this combination. We do see the work around for the City and the Buchert's being a property zoning of three parts. (Or conditions of 3 parts). The first 1000 feet adjacent to our property have the restriction that it is not used for winery or social hall activity. The winery can operate in the next 500 feet. And that the social hall be parsed to only operate in the area 1500 feet away from our property line all the way to extend to the northern border of the Buchert's property.

Reconsideration Request #4

The City of Star must have “standards” used in CUPs according to LLUPA. While we see the minimum of 35 feet as the standard in most written code you have afforded us 125 feet set back from the property line, just as Ada County had done. We the neighbors were not happy with the 125 feet, as it was decided in an “*arbitrary and capricious manner.*” We believe that the City of Star MUST adopt “standard(s)” for Wineries and Social Halls in order to comply with LLUPA. I have offered up my suggested table of standards in the “Acres of Land” document I have included. By not having in place standards like this I believe the City of Star would be instructed in a Judicial Review that failure to have these kinds of standards required by LLUPA means that you must go back and adopt standards and rework this CUP (and others). This request is for the City of Star to solicit community input and adopt “Standard(s)” for Winery and Social Hall CUPs. As of now I feel this CUP is not in compliance with LLUPA. (EXHIBIT C Pages 1 thru 2)

Reconsideration Request #5

This CUP is within Rural Residential zoning. The wording and meaning of “caretakers dwelling” is a clever work around for the owners Trae and Johnna Buchert. They testified that this is their only residence. Mr. Fiorino told me that he was pretty sure they have a house or condo in McCaul and that it not only is an escape from big events at their own winery but that they may certainly plan to leave this property. Our request is that since this is Rural Residential and a CUP in Rural Residential that you make as a condition of operation that they must use this as their own principal residence, and that if they leave the property the CUP is no longer valid. That is certainly in the spirit of everything a conditional use permit in residential is about. That the family may do these non-residential activities via this special authorization. However, vacating and letting the residence be a caretaker’s residence is not in that spirit. That would mean the applicant first lived there and obtained the CUP. Then left and allowed an employee to live in the residence. That non-owner residency is abhorrent to us. It means that no one on site has the ownership of the scope of the noise and objectional activity that we as neighbors hope to mitigate.

Reconsideration Request #6

Since they currently have 3,354 feet of tasting room (could grow to 3700) we request that this CUP have added as a condition that all “tastings” and “serving and consumption of alcohol be INSIDE the tasting room. The use of outdoor patios leads to loud intoxicated patrons that we can hear from our property. Outside alcohol is something many bars never do. And considering that this is a conditional use permit to protect us the neighbors from undue adverse impacts we request that any outside activities happen after a 1000-foot set back. Outside alcohol north of the residence and existing tasting room tent would be acceptable. However, in that first 1000 feet it subjects us to loud boisterous crowds (up to 250 people) in this a rural residential area. All we ask is the 1000-foot setback for outside alcohol.

Reconsideration Request #7

The proposed new tasting room within 125 feet of our property line is a clear detriment to our peaceable use of our property. Our property rights would be negatively impacted in severe ways. The outdoor patio there, with the allowance of the occupancy of 125 people every day and 24 events of 250 people would impact us in such a way that the findings and facts that this CUP would not negatively impact the neighbors simply untrue. We challenge the “finding” that this CUP “protects property rights” is simply absurd. When this CUP was voted on, we the neighbors received not one of the mitigation requests we asked for. Truncated hours, set backs, sound walls, no outside amplified music, no outside alcohol. Not a single additional condition was added to the application upon our requests. And now the City of Star claims that it is a fact that our property rights are protected. To properly complete that finding you must come to my property when the Buchert’s have 100 people onsite and amplified music. And only then would the finding be true. As the resident neighbors WE KNOW how our peaceable use has been and continues to be negatively impacted. We reject that it is a FACT that our property rights are preserved. We have endured the assault of the noise from Dude DeWalt for three and half years. And it is a FACT that sometimes they play the music so loud that we can hear it inside our homes. And that is a FACT. This new proposed tasting room is a furtherance of the assault. Not only do we ask that you remove it from approval and provide a 1000-foot set back. We also ask that there be no outside amplified music. That is a condition that exists with the CUPs of 3100 Cellars, Rolling Hills Winery, and others. It is more common in Rural Residential that Ada County had conditioned their CUPS with no outside amplified music. Why did they not do that to Dude DeWalt? Because they have 36 acres. (Findings were such that the property is large enough to accommodate these activities.) However, currently ALL the outside patios, alcohol service and music are in the 7-8 acres closest to us the neighbors. We’d be happy if new buildings, music, and alcohol were simply north of the existing tasting room, storage garage and residence. Precisely because they have 36 acres lets, please condition that these negatively impacting activities not happen in the area closest to us the Rural Residential neighbors who do have property rights. And right now, and with this CUP as it stands our property rights are trampled upon.

Reconsideration Request #8

Star’s Land Use Maps (8.2.3) are designed to help preserve Star’s rural feel. How does 150 parking spaces preserve the “rural feel”? How does 125 daily and 250 people 24 times a year feel “rural”? How do car shows and concerts with 150 to 250 people in attendance preserve a “rural feel”? If I said, “you can expect to see a rural feeling place in Star” and then took you to Dude DeWalt with 150 people outside drinking wine and talking loudly much like a crowded restaurant (think what it sounds like inside the Crave restaurant). Would you think that’s “a rural feel”? We believe the number of parking spaces should be truncated to 50 spaces, and be north of the residence and existing tasting room. And that all activities be inside to protect the “rural feel”.

Reconsideration Request #9

The Star Comprehensive Plan calls for conditions that promote the health, safety and general welfare of the city and impact area. Then why is a condition that hours be limited on Mondays and Tuesdays to 6pm a good idea and that Wednesdays, Thursdays, Fridays, Saturdays, and Sunday operations till 10pm is allowed? Why truncate Monday and Tuesday to 6pm? Ada County did it as a false shield of protection for the neighbors. There is little doubt that servicing alcohol makes it much more likely that some patrons will leave Dude DeWalt with a blood alcohol content that will be elevated, and some patrons will leave driving with DUI levels in their blood. In the winter it gets dark between 4 and 5pm. It would enhance the "safety and welfare" of Star and the immediate area if a 6pm end of operations was to be conditioned in this CUP. Mixing alcohol and darkness on highway 16 in December is a real and present safety peril. We the neighbors ask for a uniform 6pm cut off of the service of alcohol and social hall activities.

Reconsideration Request #10

We appreciate the condition that 6ft tall trees be planted around the existing parking lot. However, we know the Buchert's well. One of the reasons they never actually got to the point of getting the benefits of Social Hall Status from Ada County is that they failed to meet over 40 plus conditions in the CUP. Without a specific deadline to have planted those trees the Buchert's will take all ten years of this CUP to even begin to plant trees. We request that those 6-foot-tall trees to screen the existing parking lot be in place no later than March 1, 2024. Further that the trees provide screening from the south line of the parking lot and the west line of the entire parking lot. Otherwise, it would be useless. (EXHIBIT D Pages 1)

Reconsideration Request #11

The Council "finds that the proposed use would involve activities that would not be detrimental to any person, property, or the general welfare by reason of excessive production of traffic, noise...etc." No, the council simply rubber stamped the existing Ada County conditions with the many increases in building, more people in attendance. If you came to my property, you would actually find that the noise is excessive. Further there is simply no way that allowing 150 parking spaces and events of 250 people would not cause an excessive production of traffic. This so called "finding" is **clearly erroneous** and a prima facie falsehood. The City of Star leaves itself wide open to civil litigation once a fatality on route 16 occurs with a DUI Dude DeWalt patron involved. We ask that if the Social Hall part of this CUP were to remain (1500 feet north of the property line from the neighbors, that it be conditioned to have hours ending at 6pm, and that no more than 50 people be allowed for these 24 events. (Ada County definition of a Winery limits events to 24 events of no more than 50 people)

Reconsideration Request #12

Remove the Social Hall designation, reduce parking to 50 spaces and allow only the winery designation with 24 events of no more than 50 people. Reduce the tasting hours to noon to 6pm. Why? What Ada County did before and what the City of Star has done with this CUP is they have subverted the designation of Rural Residential by bootstrapping a commercial business on the location. When you look at the scope of 150 parking spaces and up to 250 people on site you have created one of Star's five largest commercial businesses. McDonalds, Dickey's Bar B Q, 208 Bike Shop all appear to have parking of about 20-25 cars. Star City Hall has fewer parking spaces than what you have authorized for Dude DeWalt. There are only three businesses in Star that rival the scope of parking of Dude DeWalt. Albertsons, Ridleys, and Bi-Mart. These are three retail stores with huge inventories of food and merchandise. They also are all in "commercially zoned" areas. In fact, well over 95% of the businesses that are in commercially zoned areas in the City of Star have fewer than 50 parking spaces. Why authorize such a large scope in a Rural Residential Area? The mistake the City of Star is making is that it is simply parroting the conditions the county had authorized. There remained the opportunities of judicial review and appeals regarding the CUP from Ada County. The reason for reconsideration of this issue is it creates negative impacts on the neighbors and an undue burden on traffic when egress happens after an event or closing time at Dude DeWalt. When the City of Star states that it is a "finding" and "fact" that this CUP does not negatively impact the neighbors AND that it does not negatively impact "safety and welfare" of the community, you the City of Star are wrong. Add to all those problems with this CUP the City of Star further adds to the negative impacts by allowing "weddings, car shows and concerts." What The City of Star has done is create an "Outdoor Ford Center with Alcohol." I see no prohibitions that would prevent a circus on this site via this CUP. The intention of Ada County and Star goals has been to further agriculture. You will note I have no concerns in regards to the winery being a winery. Is this a recreational activity within walking distance? No. The inclusion of 150 parking spaces clearly makes the case that you don't expect anyone to walk here. Is getting drunk and rowdy outside a recreational use of this property? Yes. However, is it one the City of Star wants to authorize directly adjacent to rural residential? This CUP as currently written allows Star's largest outdoor bar, largest outdoor music venue, largest car show venue, and largest parking lot on a rural residential zoned parcel in the state of Idaho. Plus, the City of Star thought they were simply affirming what Ada County had authorized. That's not the case. While Ada County had written the scope of the operations, they could only be obtained if the Buchert's / Dude DeWalt Cellars complied with the conditions. They did not comply, and Ada County had rolled back the scope of Dude DeWalt's operations to not include Social Hall status. The conditions that Dude DeWalt has been under (even when they applied to City of Star) has been and continues to be that of a Winery, 83 Parking Spaces, and no more than 24 events of 50 people. What the Buchert's did was get the scope of authorization for Social Hall, unlimited events of 100 people and 24 larger events that were essentially capped at 92 people for a set time event and no more than 200 people for an all-day 10am and 10pm event with never more than 100 onsite at a time. Dude DeWalt did not complete the building of parking lots, comply with setbacks, did not comply with hours specified, used an unauthorized tent to double the size of their tasting room and more. As a result, Ada County had taken Dude DeWalt Cellars back to the 2021 CUP for Winery

only. Then they applied to Star and showed you the CUP that they never earned, never did the things needed to fully obtain its authorizations and scope. You were tricked.

Reconsideration Request #13

The decisions by the City of Star CUP are not explained by reason as required by LLUPA. Counties and Cities are given great latitude in making decisions. They can only be found wrong in a Judicial review when they are, "arbitrary and capricious," "clearly erroneous," or operating "without standards." I was gob smacked when I heard the Council vote for this CUP. I now think I know why protections were not afforded to the neighbor homeowners. I had submitted many documents to Shawn Nickel prior to the City Council Meeting. I'm not sure he ever entered them into the record. From reading the CUP and brief conversation with the Council afterward, I do not believe you ever saw my submissions or if you did that they were even read. The City of Star violated "procedures" afforded to me as a citizen in LLUPA. While you did afford me three minutes, my submissions were never read. The recording of that Council Meeting will also show the members not listening to Sarah Keyes testimony. They were talking among themselves and not hearing the very poignant testimony of Miss Keyes. The larger number of citizens who spoke to advocate this zoning change were people the Buchert's had solicited via social media. You will note by a complete review of the record that those advocates spoke in favor the annexation into Star. We heard testimony by these citizens that claimed the good character of the Buchert's. You will note that no one spoke in advocacy for the scope of parking, outdoor alcohol, or outdoor music. Further note that all of those who spoke in advocacy do not live within 1000 feet of Dude DeWalt Cellars. Most live many miles from the winery. No wonder they spoke of liking their version of their favorite bar. They can hoot and holler, clap loudly and whistle after a musician plays a song on the amplified speakers. They can yell to each other in a friendly or drunken acrimonious way in the parking lot and then leave. We live here. My request is that you re review all the testimony and consider John Fiorino's letter, my testimony, Barbara Fairbanks testimony, Paul Hudson's testimony. These are all people who live near or directly adjacent to Dude DeWalt Cellars. Miss Keyes and a neighbor from Hillsdale also spoke about the safety issues on route 16 next to Dude DeWalt Cellars. A fair and reasoned CUP would explain why 150 parking spaces. A reasoned CUP would explain why hours are truncated to 6pm Monday and Tuesday, the lowest traffic days of the week, but not the busiest days of Friday and Saturday. A reasoned CUP would have shown a table of "standards" for a winery and a table of "standards" for a social hall. My claim is there are no reasons for 150 parking spaces. There is no reason for hours Monday and Tuesday to be 6pm and the rest of the week 10pm. In fact, the opposite would be more of a reasoned argument. There is no reason for outside music and the service of outside alcohol. In fact, there are good reasons to have them inside where they can be more controlled by staff. I testified that Johnna Buchert lied on her alcohol application with the county and that Dude DeWalt Cellars has served and sold alcohol to minors. I showed Shawn Nickel the videos from the private investigator that I hired where he captured those events. Three minutes does not afford me as a citizen to state the complete case. That's why I presented Mr. Nickel with an hour presentation and nearly 50 pages of documents showing violations of parking and hours, violations of setbacks and building permits. Councilman Nielsen said, "trust the process." I do.

For multiple reasons many conditions should be changed in this CUP. My neighbor John Fiorino called me afterwards and said, "we got nothing." Meaning we didn't a single protective provision in this CUP to protect us the neighbor homeowners. Not ONE. Yet Johnna and Trae Buchert present themselves as caring about the neighbors to you. In the homeowners meeting when we asked for protections their response was, "we could be worse neighbors." Johnna showed a presentation, and one picture was of her under vines that were more than 10 feet tall. That picture wasn't taken at Dude Dewalt Cellars. They don't have any vines that mature. The City of Star did not do their full and complete due diligence. There are "findings" that cannot be supported. There are "facts" that are not the case. You cannot take an Ada County CUP and believe that it had "standards", or was "reasoned" or that was not made in an "arbitrary and capricious" manner. The scope of the parking lot alone fails all three tests. This CUP does not further the health, safety, and welfare of the community. It is a detriment to the "safety" of the community with the service of alcohol after dark in the winter with egress onto Idaho's single most dangerous highway. The remedy would be a CUP that has actual "facts." The remedy would be to have a CUP with "standards" for wineries and social halls. The remedy would be a CUP that was reasoned. There is no way the largest outdoor bar in Idaho should be in a Rural Residential Area. A 1000 foot set back with no outdoor alcohol and no outside amplified music would be a reasoned set of conditions. (EXHIBIT E Pages 1 thru 2)

Submitted By
Keith C Hill
8602 W High Ridge Lane
Eagle, Idaho 83616
252-453-8888
unconsult@aol.com

ADA COUNTY ALCOHOL BEVERAGE LICENSE APPLICATION
(Ada County Ordinance Title 4, Ch. 3)

Section 6, Item C.

APPLICATION: New ☒ Transfer ☐ Renew ☐ DATE: 7/8/19

BUSINESS DBA: Dude DeWald Cellars Phone Number 208.286.0246

BUSINESS ADDRESS: 5446 Hwy 16, Eagle, ID 83616

CONTACT NAME: Johnna Buchert Phone Number Same as above

ADDRESS: Same as above

Email: dude.dewald@gmail.com

I, Johnna Buchert

(Name of applicant: for self, or on behalf of partnership, corporation or association), **UNDER OATH, hereby make application for a license to retail:**

☐ **Beer: Select one only:**

- ☐ \$ 25.00 Bottled or canned beer NOT to be consumed on premises
☐ \$ 75.00 Bottled or canned beer TO BE consumed on premises
☐ \$100.00 Draft beer and/or canned and/or bottled beer (on or off premises)

☒ **Wine: Select one only:**

- ☐ \$100.00 Retail Wine
☒ \$100.00 Wine by the Drink

☐ **Liquor by the Drink (Wine is included in liquor fees):**

- ☐ \$187.50 Boise City
☐ \$187.50 Eagle City
☐ \$187.50 Garden City
☐ \$187.50 Meridian City
☐ \$187.50 Kuna City
☐ \$187.50 Star City
☐ \$100.00 Racing Facility
☐ \$100.00 Eligible Golf Course

☐ **Transfer:**

- ☐ \$ 5.00

Further, that I am: (one of the following):

- ☒ The owner of the above-named business to be licensed
☐ A partner and owner of the above-named business to be licensed
☐ The active manager of the above-named business to be licensed as a corporation, partnership, or association
☐ An officer or director of the above-named corporation to be licensed

If applying for a transfer of an existing active license, complete the following:

Name of current license owner (Individual name or business):

Address of current licensed premises:

Business address of current premises (if different from above):

Name of new license owner:

IF AN INDIVIDUAL, please complete the following:

Name: _____
 Address: _____
 SS#: _____ Date of Birth: _____
 Resident of Idaho: Yes _____ No _____ Length of residency: _____
 Possess documentation of US legal residency: Yes _____ No _____
 I have paid in full all court ordered fines and/or restitution in connection with said felony or any other court case within the jurisdiction of the 4th judicial district of Idaho. Yes _____ No _____
 Explain: _____ (attach additional pages, as needed.)

IF A PARTNERSHIP, complete the following:

Name of Partnership: _____
 Partnership agent: _____
 Agent Address: _____

Name of each partner: _____ Address of each partner: _____

Name and address of one partner who has been resident of Idaho at least thirty (30) days immediately preceding the date of this application, is at least 21 years of age and has documentation of US legal residency:

Name: _____
 Address: _____

IF A CORPORATION, LLC OR ASSOCIATION, complete the following:

Name of corporation/association: Dude Dewald Cellars, LLC
 Type of business entity: LLC
 Date of organization in Idaho: 12/5/11

Names of officers and members of the governing board and principal stockholders of the applicant corporation/association:

Name: Trae Buchert Title: owner/member

Name: John Buchert Title: owner/member

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Attach additional pages, as needed.)

IF AN INDIVIDUAL, please complete the following:

Name: _____
 Address: _____
 SS#: _____ Date of Birth: _____
 Resident of Idaho: Yes _____ No _____ Length of residency: _____
 Possess documentation of US legal residency: Yes _____ No _____

I have paid in full all court ordered fines and/or restitution in connection with said felony or any other court case within the jurisdiction of the 4th judicial district of Idaho. Yes _____ No _____

Explain: _____ (attach additional pages, as needed.)

IF A PARTNERSHIP, complete the following:

Name of Partnership: _____
 Partnership agent: _____
 Agent Address: _____

Name of each partner: _____ Address of each partner: _____

Name and address of one partner who has been resident of Idaho at least thirty (30) days immediately preceding the date of this application, is at least 21 years of age and has documentation of US legal residency:

Name: _____
 Address: _____

IF A CORPORATION, LLC OR ASSOCIATION, complete the following:

Name of corporation/association: Dude Dewald Cellars, LLC
 Type of business entity: LLC
 Date of organization in Idaho: 12/5/11

Names of officers and members of the governing board and principal stockholders of the applicant corporation/association:

Name: Trae Buchert Title: Owner/member

Name: Johna Buchert Title: Owner/member

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Attach additional pages, as needed.)

ADA COUNTY ALCOHOL BEVERAGE LICENSE APPLICATION
(Ada County Ordinance Title 4, Ch. 3)

APPLICATION: New ☒ Transfer ☐ Renew ☐ DATE: 7/8/19

BUSINESS DBA: Dude Deward Cellars Phone Number 208.286.0246

BUSINESS ADDRESS: 5446 Hwy 16, Eagle, ID 83616

CONTACT NAME: Johnne Buchert Phone Number Same as above

ADDRESS: Same as above

Email: dude.deward@gmail.com

I, Johnne Buchert

(Name of applicant: for self, or on behalf of partnership, corporation or association), **UNDER OATH, hereby make application for a license to retail:**

☐ **Beer: Select one only:**

- ☐ \$ 25.00 Bottled or canned beer NOT to be consumed on premises
- ☐ \$ 75.00 Bottled or canned beer TO BE consumed on premises
- ☐ \$100.00 Draft beer and/or canned and/or bottled beer (on or off premises)

☒ **Wine: Select one only:**

- ☐ \$100.00 Retail Wine
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☐ **Liquor by the Drink (Wine is included in liquor fees):**

- ☐ \$187.50 Boise City
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- ☐ \$187.50 Meridian City
- ☐ \$187.50 Kuna City
- ☐ \$187.50 Star City
- ☐ \$100.00 Racing Facility
- ☐ \$100.00 Eligible Golf Course

☐ **Transfer:**

- ☐ \$ 5.00

Further, that I am: (one of the following):

- ☒ The owner of the above-named business to be licensed
- ☐ A partner and owner of the above-named business to be licensed
- ☐ The active manager of the above-named business to be licensed as a corporation, partnership, or association
- ☐ An officer or director of the above-named corporation to be licensed

If applying for a transfer of an existing active license, complete the following:

Name of current license owner (Individual name or business):

Address of current licensed premises:

Business address of current premises (if different from above):

Name of new license owner:

Name and address of Manager of the business selling alcoholic beverages who has been a resident at least thirty (30) days immediately preceding the date of this application, is at least 21 years of age and has documentation of US legal residency:

Name: Johnna Buchert

Address: 5446 Hwy 16, Eagle, ID 83616

A 3

IF A FOREIGN CORPORATION, complete the following (In addition to Corporation or Association):

The above-named corporation is duly qualified to do business in Idaho: Yes _____ No _____

Name of Idaho agent: _____

Address of Idaho agent: _____

ALL APPLICANTS (individuals or representatives of businesses) please complete the following:

Have you or any partner or corporate officer or governing board member, within in the past five (5) years immediately preceding the filing of this application, been convicted of any felony or completed any sentence of confinement for said felony within the past five (5) years.

____ Explain: _____ (attach additional pages, as needed).

Have you or any partner or corporate officer or governing board member, within the three (3) years immediately preceding the filing of this application, been convicted or paid any fine, received a deferred sentence or withheld judgment, suffered the forfeiture of a bond for failure to appear, or completed any sentence of confinement for the violation of any law or regulation of the state of Idaho, any other local or state government, or of the United States regulating, governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages or intoxicating liquors.

____ Explain: _____ (attach additional pages, as needed.)

Have you or any partner or corporate member, officer or governing board, within the three (3) years immediately preceding the filing of this application, had any license revoked, which was issued by any county or city of this state, by any state, including Idaho, or by the United States, to sell, manufacture, transport or possess alcoholic beverages or intoxicating liquors.

____ Explain: _____ (attach additional pages, as needed.)

Have you or any partner or corporate officer or governing board member, ever engaged in the operation of, or have a financial interest in, any house or place for the purpose of prostitution, or been convicted of any crime or misdemeanor opposed to decency or morality.

____ Explain: _____ (attach additional pages, as needed.)

List the names and addresses of all persons who have any financial interest in any business to be carried on, in or upon the licensed premises, whether such interest results from open loans, mortgages, conditional sales contracts, trusts or any other basis other than open trade accounts incurred in the ordinary course of business, and the amounts of such interest:

Name:	Address:	Amount of Interest:
<u>Tracie Buchert</u>	<u>5446 Hwy 16, Eagle, ID 83616</u>	\$ <u> </u>
<u>Johnna Buchert</u>	<u>5446 Hwy 16, Eagle, ID 83616</u>	\$ <u> </u>

(Attach additional pages, as needed.)

Unincorporated Areas Only:

The entrance to the premises is within three hundred (300) feet of the entrance of any public school or church or other place of worship. Yes _____ No ☒

A Certificate of Zoning has been issued by the Ada County zoning department. Yes ☒ No _____
(Attach copy)

Unincorporated Area Only:

Section 6, Item C.

If this application is for a new establishment, which was not licensed the previous year by Ada County, the written consent of at least 75% of the resident property owners or occupants of properties within a radius of 1,000 feet of any part of the premises upon which alcoholic beverages are to be sold for consumption, with said signatures not more than 180 days old, is submitted with this application.

Yes ☒ No ☐ Explain: _____

CONDITIONS:

1. Should a license be issued pursuant to this application, such license shall expire at 1:00 a.m., May 1, of the following year and may be renewed, upon re-application.
2. A transfer of a license for the sale of alcohol beverages shall not authorize transferee to retail sales of alcoholic beverages, except by application to and approval of the transfer by the Board of Commissioners of Ada County.
3. Application must be accompanied by requisite fees and all required documentation.
4. Application for and issuance of an Alcohol Beverage License is applicant's consent to allow the Ada County Sheriff, the Ada County Board of Commissioners, and/or the Ada County Prosecuting Attorney's Office, to conduct background investigations, to make inspections, and to determine compliance with ordinances and state laws regulating the sale of alcohol beverages.
5. Application must be accompanied by a copy of the State of Idaho Alcohol Beverage License.
6. If applicant does not own the premises, application must include copy of the premises lease agreement and a document showing that the owner consents to the sale of alcoholic beverages on such premises.
7. If premises are owned by applicant, application must include documentation of ownership.
8. If current license is being leased to third party, application by third party must include copy of the lease agreement.


(Applicant's Signature)

(Applicant's Signature)

(Applicant's Signature)

(Applicant's Signature)

Subscribed and sworn before me this

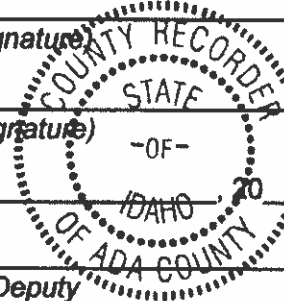


day of



Notary Public or County Recorder Deputy

Commission Expires _____



ADA COUNTY SHERIFF:

Reviewed by: _____ Date: see attached

Recommend for Licensure: Yes ☐ No ☐

ADA COUNTY CLERK:

Fees Collected and Application reviewed for completion and compliance with all applicable laws:

By:  Date: 7.23.19
Ada County Deputy Clerk

Recommend for approval by Board of Commissioners of Ada County: Yes ☒ No ☐

Unincorporated Area Only:

Section 6, Item C.

If this application is for a new establishment, which was not licensed the previous year by Ada County, the written consent of at least 75% of the resident property owners or occupants of properties within a radius of 1,000 feet of any part of the premises upon which alcoholic beverages are to be sold for consumption, with said signatures not more than 180 days old, is submitted with this application.

Yes ☒ No ☐ Explain: _____

A 4

CONDITIONS:

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4. Application for and issuance of an Alcohol Beverage License is applicant's consent to allow the Ada County Sheriff, the Ada County Board of Commissioners, and/or the Ada County Prosecuting Attorney's Office, to conduct background investigations, to make inspections, and to determine compliance with ordinances and state laws regulating the sale of alcohol beverages.
5. Application must be accompanied by a copy of the State of Idaho Alcohol Beverage License.
6. If applicant does not own the premises, application must include copy of the premises lease agreement and a document showing that the owner consents to the sale of alcoholic beverages on such premises.
7. If premises are owned by applicant, application must include documentation of ownership.
8. If current license is being leased to third party, application by third party must include copy of the lease agreement.

(Applicant's Signature)

(Applicant's Signature)

Subscribed and sworn before me this _____

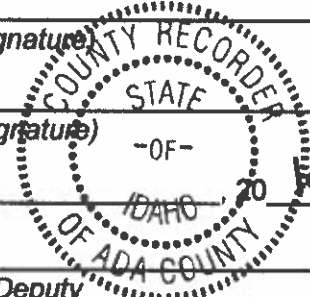
day of _____

Notary Public or County Recorder Deputy

Commission Expires _____

(Applicant's Signature)

(Applicant's Signature)



ADA COUNTY SHERIFF:

Reviewed by: _____ Date: See attached

Recommend for Licensure: Yes ☐ No ☐

ADA COUNTY CLERK:

Fees Collected and Application reviewed for completion and compliance with all applicable laws:

By: _____ Date: 7-23-19
Ada County Deputy Clerk

Recommend for approval by Board of Commissioners of Ada County: Yes ☒ No ☐

Name and address of Manager of the business selling alcoholic beverages who has been a resident at least thirty (30) days immediately preceding the date of this application, is at least 21 years of age and has documentation of US legal residency:

Name: Johnna Buchert

Address: 5446 Hwy 16, Eagle, ID 83616

IF A FOREIGN CORPORATION, complete the following (In addition to Corporation or Association):

The above-named corporation is duly qualified to do business in Idaho: Yes _____ No _____

Name of Idaho agent: _____

Address of Idaho agent: _____

ALL APPLICANTS (Individuals or representatives of businesses) please complete the following:

Have you or any partner or corporate officer or governing board member, within in the past five (5) years immediately preceding the filing of this application, been convicted of any felony or completed any sentence of confinement for said felony within the past five (5) years.

Explain: _____ (attach additional pages, as needed.)

Have you or any partner or corporate officer or governing board member, within the three (3) years immediately preceding the filing of this application, been convicted or paid any fine, received a deferred sentence or withheld judgment, suffered the forfeiture of a bond for failure to appear, or completed any sentence of confinement for the violation of any law or regulation of the state of Idaho, any other local or state government, or of the United States regulating, governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages or intoxicating liquors.

Explain: _____ (attach additional pages, as needed.)

Have you or any partner or corporate member, officer or governing board, within the three (3) years immediately preceding the filing of this application, had any license revoked, which was issued by any county or city of this state, by any state, including Idaho, or by the United States, to sell, manufacture, transport or possess alcoholic beverages or intoxicating liquors.

Explain: _____ (attach additional pages, as needed.)

Have you or any partner or corporate officer or governing board member, ever engaged in the operation of, or have a financial interest in, any house or place for the purpose of prostitution, or been convicted of any crime or misdemeanor opposed to decency or morality.

Explain: _____ (attach additional pages, as needed.)

List the names and addresses of all persons who have any financial interest in any business to be carried on, in or upon the licensed premises, whether such interest results from open loans, mortgages, conditional sales contracts, trusts or any other basis other than open trade accounts incurred in the ordinary course of business, and the amounts of such interest:

Name:	Address:	Amount of Interest:
<u>Tracie Buchert</u>	<u>5446 Hwy 16, Eagle, ID 83616</u>	\$ <u> </u>
<u>Johnna Buchert</u>	<u>5446 Hwy 16, Eagle, ID 83616</u>	\$ <u> </u>

(Attach additional pages, as needed.)

Unincorporated Areas Only:

The entrance to the premises is within three hundred (300) feet of the entrance of any public school or church or other place of worship. Yes _____ No ☒

A Certificate of Zoning has been issued by the Ada County zoning department. Yes ☒ No _____
(Attach copy)

Cycle Tracking Number: 108621

License Year: 2020
License Number: 24665

Premise Number: Z-24665 Wholesale Alcohol Beverage License

This is to certify, that Dude DeWald Cellars, LLC
doing business as: Dude DeWald Cellars
is licensed to sell alcoholic beverages as stated below at:
5446 Hwy 16, Eagle, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

Brewery	No
Brewers Pub	No
Wholesaler	No
Dealer	No
Winery	Yes <u>\$300.00</u>
Importer	Yes <u>\$0.00</u>
Distributor	Yes <u>\$0.00</u>
In-State Direct Shipper	Yes <u>\$0.00</u>

TOTAL FEE: \$300.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

DUDE DEWALD CELLARS, LLC
DUDE DEWALD CELLARS
5446 HWY 16

EAGLE, ID 83616

Mailing Address

License Valid: 05/01/2019 - 04/30/2020

Expires: 04/30/2020



[Handwritten signature]

Director of Idaho State Police

ABC FORM NO:

Unincorporated Area Only:

If this application is for a new establishment, which was not licensed the previous year by Ada County, the written consent of at least 75% of the resident property owners or occupants of properties within a radius of 1,000 feet of any part of the premises upon which alcoholic beverages are to be sold for consumption, with said signatures not more than 180 days old, is submitted with this application.

Yes ☒ No ☐ Explain: _____

CONDITIONS:

1. Should a license be issued pursuant to this application, such license shall expire at 1:00 a.m., May 1, of the following year and may be renewed, upon re-application.
2. A transfer of a license for the sale of alcohol beverages shall not authorize transferee to retail sales of alcoholic beverages, except by application to and approval of the transfer by the Board of Commissioners of Ada County.
3. Application must be accompanied by requisite fees and all required documentation.
4. Application for and issuance of an Alcohol Beverage License is applicant's consent to allow the Ada County Sheriff, the Ada County Board of Commissioners, and/or the Ada County Prosecuting Attorney's Office, to conduct background investigations, to make inspections, and to determine compliance with ordinances and state laws regulating the sale of alcohol beverages.
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8. If current license is being leased to third party, application by third party must include copy of the lease agreement.

(Applicant's Signature)

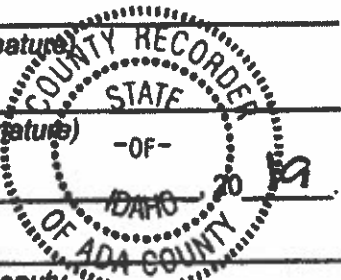
(Applicant's Signature)

Subscribed and sworn before me this _____

(Applicant's Signature)

(Applicant's Signature)

Notary Public or County Recorder Deputy
Commission Expires _____



ADA COUNTY SHERIFF:

Reviewed by: SANTUCO Date: 7/15/19

Recommend for Licensure: Yes ☒ No ☐

ADA COUNTY CLERK:

Fees Collected and Application reviewed for completion and compliance with all applicable laws:

By: _____ Date: _____
Ada County Deputy Clerk

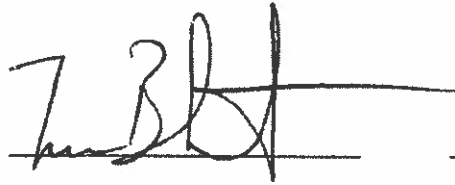
Recommend for approval by Board of Commissioners of Ada County: Yes ☐ No ☐

A 6



Lease Agreement

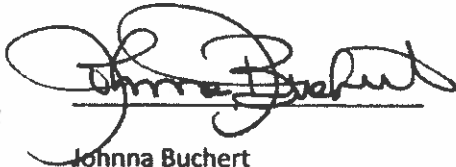
This agreement is entered into this 26th day of June, 2017 between Trae Buchert and Johnna Buchert and Dude DeWald Cellars, LLC. I certify that I am the owner of the property at 5446 Highway 16, Eagle, ID 83616 and Dude Dewald Cellars, LLC is to lease the building from me for the use of wine production and sales.



Trae Buchert

6/26/17

Date



Johnna Buchert

6/26/17

Date



Owner Signature,

Dude DeWald Cellars, LLC

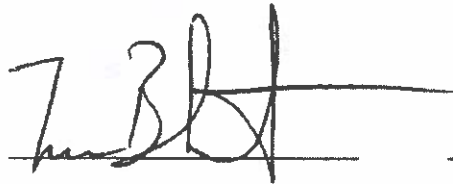
Company Name

6/26/17

Date

Lease Agreement

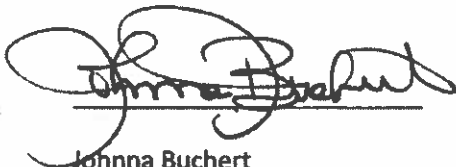
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Trae Buchert

6/26/17

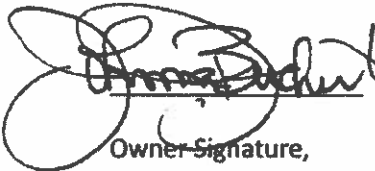
Date



Johnna Buchert

6/26/17

Date



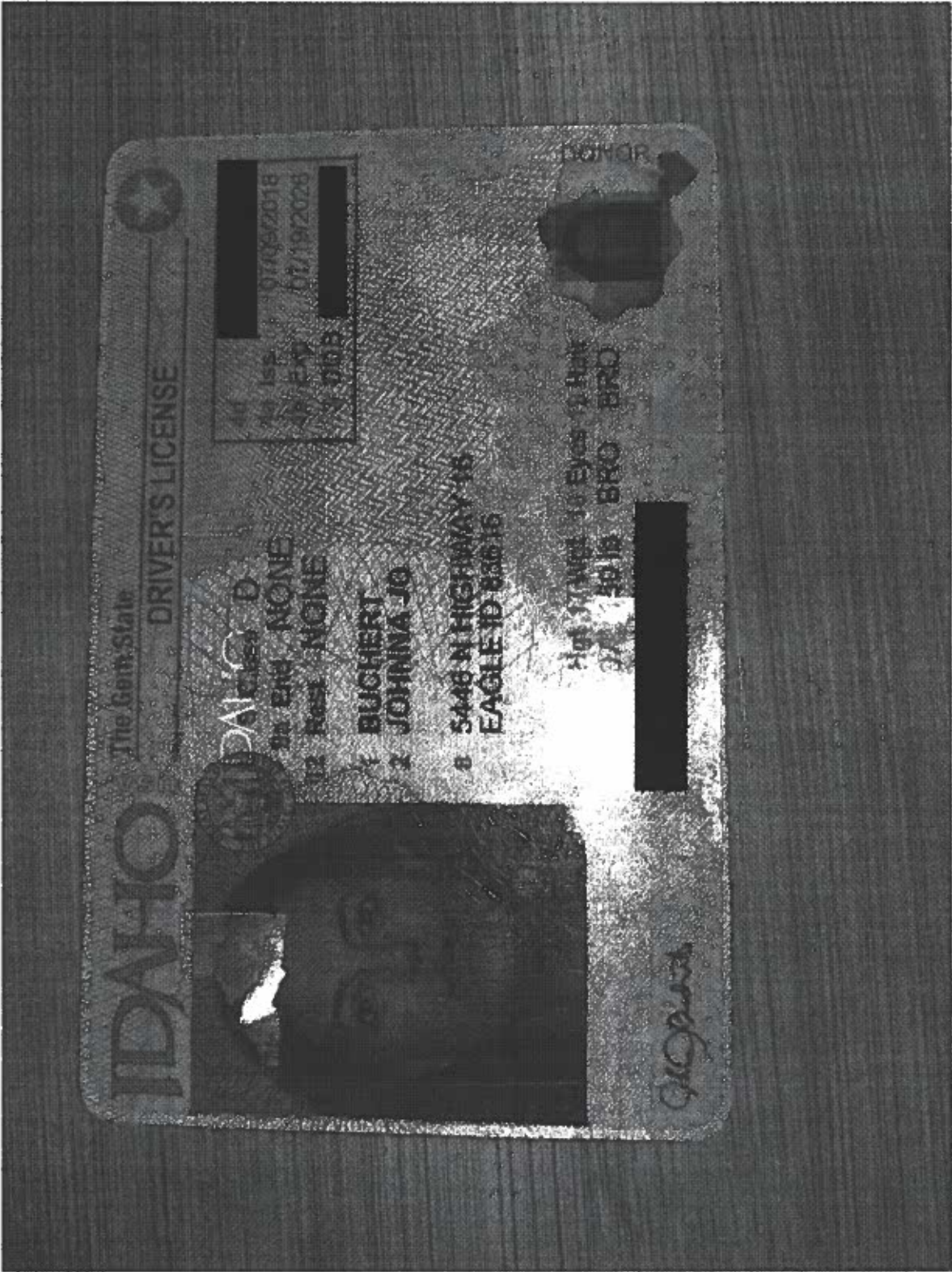
Owner Signature,

Dude DeWald Cellars, LLC

Company Name

6/26/17

Date



712029



PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER
J. DAVID NAVARRO
IDAHO

2001 DE 24 PM 3:46

RECORDED - REQUEST OF

FEE 3 DEPUTY *[Signature]*

101136925

PIONEER TITLE

A 8

WARRANTY DEED

For Value Received James A. Little, a married man as his sole and separate property

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

TB
Trae Buchert and Johnna J. Buchert, husband and wife

hereinafter referred to as Grantee, whose current address is 2985 W. Deerfield Ct., Eagle, Idaho 83616

the following described premises, to-wit:

That portion of the Northwest quarter of the Southeast quarter of Section 28, Township 5 North, Range 1 West of Boise Meridian in Ada County, Idaho lying Easterly of the Easterly line of the Emmett Highway (State Highway No. 16) as conveyed by Instrument No's. 137338 in Book 188 of Deeds, Page 576 and 394248 records of Ada County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: December 21, 2001

[Signature]
James A. Little

STATE OF IDAHO. County of Ada, ss.

On this 21st day of December, in the year of 2001, before me the undersign, a notary public personally appeared James A. Little known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]
Kristie Agbeko
Notary Public of Idaho
Residing at Boise, ID
Commission expires: July 22, 2005



Date: 7/8/2019

Valid:

Thru:

ADA COUNTY DEVELOPMENT SERVICES

BUILDING DIVISION

200 W. Front St. - Boise, Idaho 83702

Telephone: (208) 287-7900

ZONING

20190

Section 6, Item C.

FEE: \$100.00

APPLICANT: BUCHERT JOHNNA - (208) 286-0246

OWNER

BUCHERT TRAE

5446 N HWY

EAGLE ID 83616-0000

PROPERTY ADDRESS

S0328427800

5446 N HWY 16

EA 83616-0000

LOT SIZE

34.602

34.602

SUBDIVISION:

LOT/BLK:

FLOOD ZONE: A Zone Unnumbered, A Zone Unnumbered, ,

SEWER:

ASSOCIATED FILES

ZONE

DIM STANDS/SETBACKS

USE DESCRIPTION:

Winery use—cannot get final occupancy until all conditions have been met, including final approval from the Idaho Department of Water Resources. They will still be coming in with a building permit to convert the barn to a tasting room.

PROPOSED USE:

Winery

Zoning X-references:

This certificate is issued subject to the regulations contained in the zoning ordinance and all other applicable laws, regulations, codes and ordinances; and that the work will be done in accordance with the plans specifications and in compliance with all such applicable laws, regulations, codes and ordinances.

Pursuant to Idaho Code § 67-6535, you are hereby given notice that to the extent a final decision has been made on a site-specific land use request, an applicant has the right to request a regulatory taking analysis under Idaho Code § 67-8003.

The Director may, in writing, suspend or revoke a certificate issued under provisions of said regulations, codes or ordinances, whenever the certificate is issued in error; or on the basis of incorrect information supplied; or in violation of the provisions of any law, regulation, code or ordinance.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND FURTHER, I WILL ABIDE BY THE TERMS AND CONDITIONS CONTAINED IN THIS CERTIFICATE.

7/8/19
Date


APPLICANT OR AGENT

Kyle Bilinski
PLANNER

Date: 7/8/2019

Valid:

Thru:

ADA COUNTY DEVELOPMENT SERVICES

BUILDING DIVISION

200 W. Front St. - Boise, Idaho 83702

Telephone: (208) 287-7900

ZONING CERTIFICATE

201900

Section 6, Item C.

FEE: \$100.00

A 9

APPLICANT: BUCHERT JOHNNNA - (208) 286-0246

OWNER

BUCHERT TRAE

5446 N HWY

EAGLE ID 83616-0000

PROPERTY ADDRESS

S0328427800

5446 N HWY 16

EA 83616-0000

LOT SIZE

34.602

34.602

SUBDIVISION:

LOT/BLK:

FLOOD ZONE: A Zone Unnumbered, A Zone Unnumbered, ,

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7/8/19
Date


APPLICANT OR AGENT


PLANNER

RECORDED - REQUEST OF

FEE 3 DEPUTY *N. Olson*

101136925

PIONEER TITLE

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2001 DE 24 PM 3:46

A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704

(208) 377-2700

WARRANTY DEED

For Value Received James A. Little, a married man as his sole and separate property

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

TB
Trae Buchert and *JB* Johnna J. Buchert, husband and wife

hereinafter referred to as Grantee, whose current address is 2985 W. Deerfield Ct., Eagle, Idaho 83616

the following described premises, to-wit:

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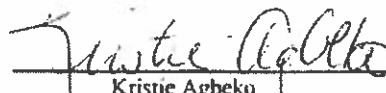
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: December 21, 2001


James A. Little

STATE OF IDAHO. County of Ada, ss.

On this 21st day of December, in the year of 2001, before me the undersign, a notary public personally appeared James A. Little known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Kristie Agbeko
Notary Public of Idaho
Residing at Boise, ID
Commission expires: July 22, 2005



128

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION

OWNER:

SHIRLEY JAMES P RASMUSSEN KAREN S


STAR, ID 83669-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By Karen S Rasmussen Date: 8 July 19

Printed Name: Karen S Rasmussen

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION

A 11

OWNER:

SHIRLEY JAMES P RASMUSSEN KAREN S



STAR, ID 83669-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By Karen S Rasmussen Date: 8 July 19

Printed Name: Karen S Rasmussen

[illegible]

CONSENT OF PROPERTY RESIDENT –LICENSE TO SELL
ALCOHOLIC BEVERAGES FOR CONSUMPTION


A 12

RESIDENT:



EAGLE, ID 83616

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By  Date: 2/1/19

Printed Name: Rebecca Durocher

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION

OWNER:

GILLEY S & L TRUST 6-7-2017 GILLEY
STEVEN D TRUSTEE

6070 N HILL POINT DR

STAR, ID 83669-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By Steve Gilley Date: 7-6-19

Printed Name: STEVE GILLEY

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION

A 13

OWNER:

GILLEY S & L TRUST 6-7-2017 GILLEY
STEVEN D TRUSTEE

6070 N HILL POINT DR

STAR, ID 83669-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By Steve Gilley Date: 7-6-19

Printed Name: STEVE GILLEY

CONSENT OF PROPERTY RESIDENT –LICENSE TO SELL
ALCOHOLIC BEVERAGES FOR CONSUMPTION

RESIDENT:

[REDACTED]

EAGLE, ID 83616

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By [Signature] Date: 2/1/19

Printed Name: Rebecca Durocher

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION

A 14

OWNER:

HAZEN JOHN PAUL



EAGLE, ID 83616-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By John P. Hazen Date: 7-3-2019
Printed Name: John P. Hazen

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION


OWNER:

BUCHERT TRAE BUCHERT JOHNNA J

5446 N HWY

EAGLE, ID 83616-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By  Date: 7/6/19
Printed Name: Johnna J. Buchert

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION

A15

OWNER:

KRESS THOMAS J VANEVERA-KRESS
ROSELYN E



EAGLE, ID 83616-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By Thomas J Kress Rose Van Evera-Kress Date: 7-7-2019

Printed Name: Thomas Kress
Rose Van Evera-Kress

ADA COUNTY RECORDING
200 W. Front Street
Room 1207
Boise ID 83702

Receipt #: 373669
Station: 13
Receipt Name: DUDE DEWALD CELLARS

Receipt Date: 07/08/2019 10:05 AM
Cashier: BONNIE OBERBILLIG

Comments:

LIQUOR LICENSE

Item #	Item Date	Doc Type	Beer	Wine	Liquor	Other	Total
2020-000877	07/08/2019 10:05:19 AM	LIC-LN: LIQUOR LICENSE - NEW		100.00			\$100.00
Totals:			\$0.00	\$100.00	\$0.00	\$0.00	\$100.00

Thank You

Section 6, Item C.

Receipt Total \$100.00
CHECK 3129 \$100.00

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION

A 16


OWNER:

BUCHERT TRAE BUCHERT JOHNNA J

5446 N HWY

EAGLE, ID 83616-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By  Date: 7/6/19
Printed Name: Johnna J. Buchert

CONSENT OF PROPERTY OWNERS –LICENSE TO SELL ALCOHOLIC
BEVERAGES FOR CONSUMPTION

OWNER:

HAZEN JOHN PAUL

EAGLE, ID 83616-0000

I consent to the issuance of a license to sell alcoholic
beverages for consumption to Dude DeWald Cellars, LLC
at 5446 Hwy 16, Eagle, ID 83616.

By John P. Hazen Date: 2-3-2019
Printed Name: John P. Hazen

OF THE OWNER-OCCUPIED PROPERTIES THESE ARE THE ONES THAT COULD QUALIFY AS NEIGHBORS WITHIN 1000 FEET AND OWNER OCCUPIED OR RENTER OCCUPIED

SHIRLEY JAMES P	SIGNED	A 17	OWNER OCCUPIED
AR BOISE LLC	SIGNED		RENTER OCCUPIED
GILLEY S & L TRUST	SIGNED		OWNER OCCUPIED
FIORINO, JOHN T			OWNER OCCUPIED
HUDSON FAMILY TRUST			OWNER OCCUPIED
HAZEN JOHN PAUL	SIGNED		OWNER OCCUPIED
KRESS THOMAS	SIGNED		OWNER OCCUPIED

THERE ARE 7 PROPERTIES THAT QUALIFY AS RESIDENT OWNER OCCUPIED AND ONE RENTER OCCUPIED PROPERTY THAT WERE WITHIN 1000 FEET OF DUDE DEWALT CELLARS AT THE TIME OF THE APPLICATION FOR ALCOHOL PERMIT.

5 SIGNED OUT OF THE 7 SUBJECT PROPERTIES. THAT’S 71.42%. NOT 75%.

JOHNNA BUCHERT SIGNED FOR HERSELF. SHE IS NOT A RESIDENT NEIGHBOR WITHIN 1000 FEET OF HERSELF

Hence Johnna Buchert (Dude DeWalt / Dude DeWalt Cellars) never achieved 75% approval from qualified neighbors. Attached find her signed documents applying for the license with the Ada County Clerk and twice indicated that she had 75% approval. Johnna Buchert lied on the application and submitted her own signature. She makes a materially false statement by signing the application and commits Fraud in doing so.

This is reason to revoke the license as per 4-3-10 of Ada County Code. Further, the applicant Johnna Buchert is subject to the penalties identified in 4-3-11 of Ada County Code.

Ada County points out the Commissioners can grant the permit anyway. However, the guidance language is that they can “upon a showing of good cause.” And that the issuance of the permit will “further the health, safety and welfare.” My claim is there is no “good cause.” That the issuance of the permit is a detriment to “health, safety and welfare.” Further, it is clear Johnna Buchert submitted a materially false application.

Keith Hill
8602 W High Ridge Lane
Eagle, Idaho 83616
252-453-8888

**STATE OF IDAHO***Phil McGrane* | Secretary of State**Business Office**

450 North 4th Street

PO Box 83720

Boise, ID 83720

May 5, 2023

Request Type: Certificate of Existence/Filing

Request #: 0005224626

Receipt #: 000820079

Issuance Date: 05/05/2023

Copies Requested: 0

Regarding: The First Church Of God On High Ridge Company

Filing Type: Non-Profit Corporation (D)

Formation/Qualification Date: 05/04/2023

Status: Active-Good Standing

Duration Term: Perpetual

File #: 5223991

Formation Locale: IDAHO

Inactive Date:

Certificate of Existence

I, Phil McGrane, Secretary of State of the State of Idaho, do hereby certify that effective as of the issuance date noted above

The First Church Of God On High Ridge Company

is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above.

A handwritten signature of Phil McGrane, enclosed in an oval.

Phil McGrane

Idaho Secretary of State

Processed By: Business Division

Verification #: 023570116

BZ

FIRST CHURCH OF GOD ON THE HIGH RIDGE

8602 W HIGH RIDGE LANE, EAGLE IDAHO 83616

FIRST CHURCH OF GOD ON THE HIGH RIDGE

BYLAWS

Members-This church is comprised of persons who profess a personal faith and believe in the Lord Jesus Christ, have received baptism in a church according to the New Testament, and actively follow the Lord Jesus Christ in discipleship.

Voting Rights of Members-Every member of the church is entitled to one vote in all elections and on all questions submitted to the church in conference, provided the member is present. Proxy voting is prohibited.

Voting Rights of Church Leadership (Pastor, Assistant Pastor, Secretary and Treasurer) all get 750 votes each in each and all elections.

Reception-A person shall be considered a member upon approval of the church membership. A person may be received for membership by any of the following ways:

1. **By profession of faith.** A person publicly confessing personal faith in the Lord Jesus Christ, giving evidences of a regenerate heart and adopting the covenant and the articles of faith and practices held by the church, shall, upon baptism be admitted into the fellowship of the church.
2. **By statement.** Any person who has been baptized upon profession of faith in a church of like faith and order but who, because of loss of records or similarly unavoidable circumstances, has no regular letter of dismissal, may be received into membership after giving satisfactory evidence of a regenerate heart, Christian conduct and scriptural faith. Any person presented for membership who has been baptized by immersion in a church of like faith and order shall be received by statement.
3. **By letter.** Any person from another church of like faith and order may be received into membership upon receipt of letter of transfer from that respective church.
4. **By baptism from another denomination.** Any person who professes a personal faith and belief in the Lord Jesus Christ and actively follows the Lord Jesus Christ in discipleship but has been baptized by any method other than immersion in another church must be immersed to become a member of this body.

New Member Orientation-New church members will be expected to participate in the church's new member orientation program as developed and implemented by the church.

Rights of Members-Every member of the church is entitled to vote at all elections and on all questions submitted to the church in conference, provided the member is present. Every member of the church is eligible for consideration by the membership as candidates for the elective offices in the church. Every member of the church may participate in the ordinances of the church as administered by the church.

Termination of Membership-Membership shall be terminated in the following ways: (1) death, (2) transfer by letter to another church of like faith and order, (3) acknowledgement when a member has joined a church of another faith and order and requested such action, (4) exclusion by action of this church.

Article II – Church Staff and Officers

All church officers and staff, excluding nonelected staff, must be members of the church. The officers of this church shall be as follows:

Section 1. Section 2. Section 4. Section 5. Section 7.

Pastor

Church Staff Section 3 Deacons Moderator

Church Clerk Section 6 Trustees Treasurer

Article III – Church Employment

When a vacancy occurs in the position of pastor a Search Committee is to be formed by the by the Nominating Committee and elected by the church. Nominations can be made from the floor for the youth and at-large positions.

The committee will present only one candidate at a time. For election a candidate must receive 85 percent of the votes cast. Ministerial Pastoral Church Staff will be recommended by the pastor, the deacons and appropriate committee. The individual will be called with an 85 percent vote. Should dismissal of a pastor or ministerial staff members become necessary, a majority vote will be necessary. This consideration can only be done when all possible attempts at reconciliation have been exhausted. Proper notice of this vote will be made known to members of the congregation at least two (2) weeks in advance of the vote. Support staff work at the call of the Personnel Committee or Deacons with recommendation of the pastor. Residents of High Ridge Lane who are up for election start with 84.9% vote. All remaining votes comprise the .01 portion of the vote.

Article IV – Church Meetings

Worship Services-The church shall meet regularly each Sunday morning, Sunday evening, and Wednesday evening for preaching, instruction, evangelism and for the worship of almighty God. These meetings will be conducted under the direction of the pastor.

B4

Special Services-All church meetings which are essential to the promotion of the objectives of the church shall be placed on the church calendar, published in the church newsletter at least once prior to the meeting being held and announced at all services on the Sunday prior to the special service being held.

Regular Business Meetings-Regular business meetings shall be held quarterly on the second Wednesday night of the month. Matters of significant nature must be publicized as in section 4.

Special Business Meetings-A specially called business meeting may be held to consider matters of a significant nature. **Quorum**-A quorum consists of those who attend the business meeting, provided it is a regular meeting or one that has been properly called.

Parliamentary Rules-The current edition of *Robert's Rules of Order* shall be the authority for parliamentary rules of procedure for all business meetings of the church in areas not addressed by this Constitution and Bylaws. The

Moderator, who will be the Chairman of Deacons, shall appoint a parliamentarian whose responsibility it will be to assure compliance with *Robert's Rules of Order*, the constitution, and the bylaws when it is in the best interest of the fellowship.

Article V – Ordinances

Baptism-Baptism is a symbolic act of obedience. A person who receives Jesus Christ as Savior by personal faith, who professes Him publicly at any worship service, and who indicates a commitment to follow Christ as Lord, shall be received for baptism. (1) Baptism shall be by immersion in water. (2) Baptism may be administered by the pastor or whomever he shall authorize. (3) Baptism shall be administered as an act of worship during any worship service. (4) Baptism shall be as soon as possible after the public confession of faith.

The Lord's Supper-The Lord's Supper is a symbolic act of obedience whereby members of the church, through partaking of the bread and fruit of the vine, commemorate the death of Jesus Christ and anticipate His second coming. (1) The Lord's Supper shall be observed at least quarterly, preferably on the first Sunday of the quarter. (2) The pastor, church staff, and deacons shall be responsible for administration of the Lord's Supper.

Article VI – Program Organizations

All program organizations of the church shall be under church control, all officers being elected by the church and reporting regularly to the church.

Sunday School
Discipleship Training

Article VII – Ministries

The church shall evaluate, plan, organize, and implement such ministries as the church deems necessary.

BS

Article VIII – Committees

The church shall elect such committees as the church deems necessary. Committee members must be members of the church and will serve on a rotating basis for a three- year term.

BYLAWS ADOPTED 7/15/2022

POSITIONS SELECTED BY VOTE FOR 10 YEAR TERMS ON 7/15/2022

Keith Hill Pastor


Barbara Fairbanks Asst Pastor / Secretary / Treasurer

Shane Finch Deacon

Joseph Knapp. Deacon

Robert Wood. Deacon

Vernon Hill. Directory of Ceremonies

 DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

B6

Date of this notice: 05-04-2023

Employer Identification Number:
92-3869375

Form: SS-4

Number of this notice: CP 575 E

KEITH HILL
8602 W HIGH RIDGE LANE
EAGLE, ID 83616

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3869375. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

C1

ACRES OF LAND

ACRES PLANTED IN VINEYARD

PARKING SPACES BASED ON ACRES PLANTED

AMOUNT OF AUTHORIZED BUILDING / TASTING ROOM / PRODUCTION FACILITY

AUTHORIZED EVENTS

ACRES OF PROPERTY	0-10 ACRES	11-40 ACRES	41-100	100+
ACRES PLANTED	1-5	1-5	1-5	1-5
PARKING SPACES	10	10	10	10
TASTING ROOM	500 SQ FT	500 SQ FT	500 SQ FT	500 SQ FT
PARKING SPACES	20	20	40	80

ACRES OF PROPERTY	0-10 ACRES	11-40 ACRES	41-100	100+
ACRES PLANTED	5.1-10	5.1-10	5.1-10	5.1-10
TASTING ROOM	750 SQ FT	750 SQ FT	750 SQ FT	750 SQ FT
PARKING SPACES	20	20	20	20

ACRES OF PROPERTY	0-10 ACRES	11-40 ACRES	41-100	100+
ACRES PLANTED	N/A	11.1+	11-25	11-25
TASTING ROOM	N/A	1500 SQ FT	2500 SQ FT	4000 SQ FT
PARKING SPACES	N/A	40	60	80

GRID FOR PRODUCTION FACILITY

ACRES OF PROPERTY	0-10 ACRES	11-40 ACRES	41-100	100+
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PLANTED ACRES X 1200 = SQ FT ALLOWED FOR PRODUCTION FACILITY

EXAMPLE 3 ACRES = 3600 SQ FT ALLOWED FOR PRODUCTION FACILITY

EXAMPLE 5 ACRES = 6000 SQ FT ALLOWED FOR PRODUCTION FACILITY

EXAMPLE 10 ACRES = 12000 SQ FT ALLOWED FOR PRODUCTION FACILITY

C2

SCOPE OF EVENTS BASED UPON PLANTED ACRES OF VINEYARD

RR AND RUT ZONED LAND MAY ONLY HAVE A WINERY CUP. THEY CANNOT HAVE BOTH A WINERY CUP AND SOCIAL HALL EVENTS CENTER CUP.

THE EVENTS FOR WINERIES ARE HANDLED AS FOLLOWS:

2 INDOOR EVENTS FOR EVERY ACRE PLANTED.

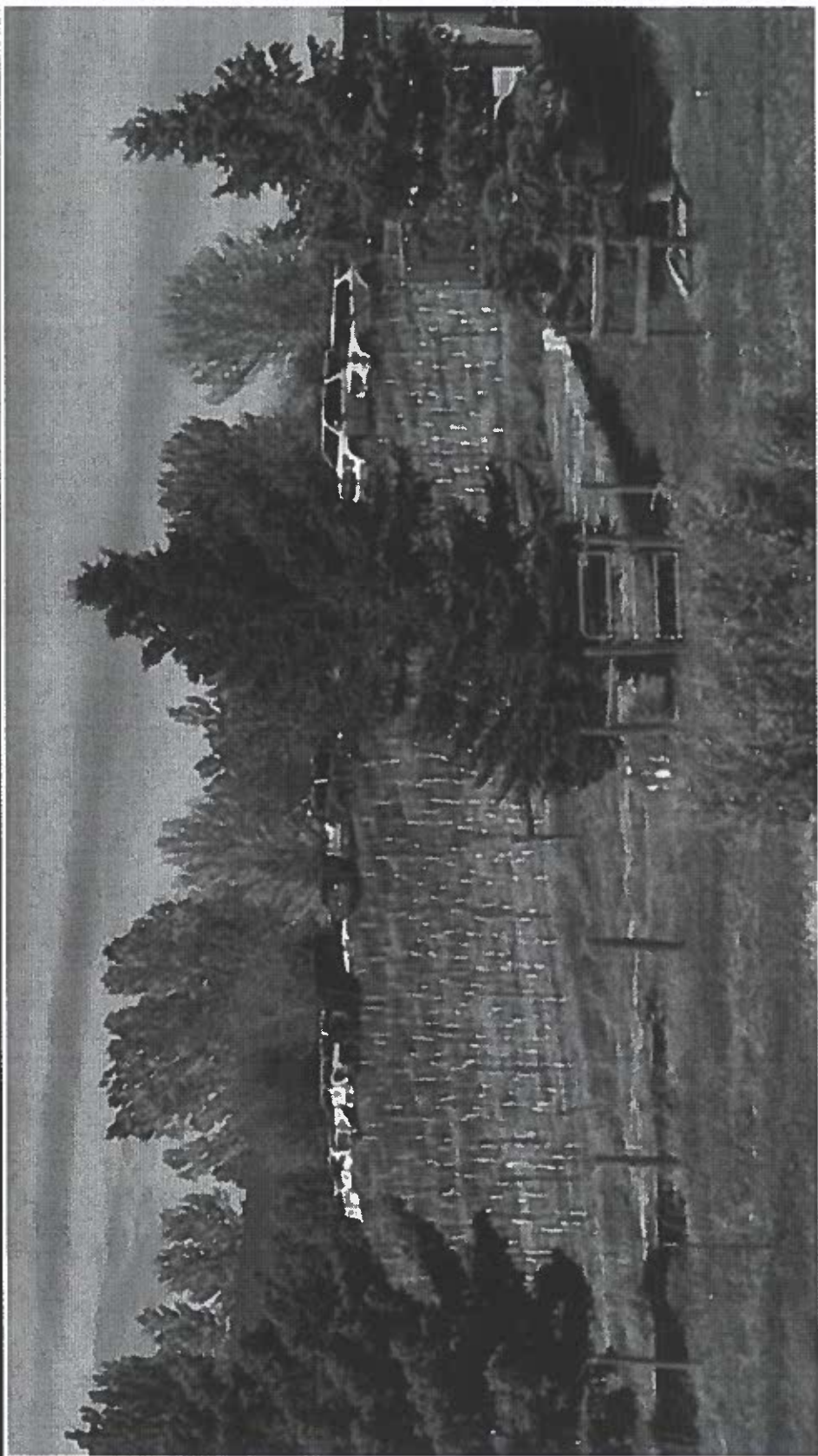
EVENTS MUST BE "AGRI" EVENTS. CLASSES ON WINE TASTING, GROWING, PAIRINGS, DINNERS WITH WINEMAKER ETC. CARS SHOWS, WEDDINGS, FOOD TRUCKS, CHILI FEATIVALS, ART SHOWS, CANDLES MAKING AND SALES ARE NOT VITICULURAL "AGRI" EVENTS AND ARE PROHIBITED.

WINERIES UNDER 10 ACRES OF VINEYARD MAY NOT HAVE OUTDOOR SEATING

WINERIES OVER 10 ACRES OF MAY HAVE OUTDOOR SEATING (ACERS PLANTED X 4 SEATS) WITH 1000 FOOT SETBACK FROM ANY PROPERTY LINE

ALL MUSIC MUST BE ACOUSTIC AND INSIDE CLOSED BUILDINGS / NO OPEN DOORS.

D 1



DOES THIS COMPLY WITH ADA COUNTRY CODE 8-4 F-7? NO IT DOES NOT

AOL Mail.

Search your mail or the web

KEITH

Home

Compose

AOL Today on AOL

[EXTERNAL] DUDE DEWALT CELLARS 1 YEAR REVIEW
PROMISED ONE YEAR AGO IN CUP 2

AOL/Inbox ☆

Inbox

Unread

Starred

Drafts

Sent

Spam

Trash

^ Less

Views

Hide

Contacts

Photos

Documents

Subscriptions

Travel

Folders

Hide

+ New Folder

Saved Mail

218 Kings

2766 N WILLOWSID...

8602 High Ridge

AirPlay Intel

Alarm System

Allstate

Amazon

American Airlines

Apollo

apple

Apple TV

Archive

ARDISAM TILLER

Ascensus (Expert Pl...

Audible

BCBS

BLUE GREEN VACA...

Books

BOOM



Richard Beck <rbeck@adacounty.id.gov>

Thu, May 25 at 3:05 PM ☆

To: Keith Hill
Cc: jfior313@aol.com, cfior313@aol.com,
idahazens@gmail.com, idahohazens@gmail.com,
paul@paulhudson.com and 4 more...

Dear Mr. Hill:

We acknowledge the information you have provided regarding the 1-year review of the 2022 approval for Dude DeWalt Cellars.

On June 28, 2022, the winery's expanded operation was affirmed with The Board of Ada County Commissioners decision on the appeal applications. As per Condition of Approval 46, a review of the project is required after one year from the start of the expanded use. However, as we approach the one-year anniversary of the conditional approval, it is important to note that the countdown for the mandatory 1-year review has not begun due to the expanded use not yet being initiated. The applicant has not fulfilled all the necessary Conditions of Approval and is therefore not authorized to operate under the 2022 approval. The 1-year timeframe will commence once all the applicable conditions of approval have been met, and the County has issued a Zoning Certificate to certify compliance.

Should you have any further questions or concerns, please do not hesitate to contact our planning staff.

Sincerely,



Richard Beck
Director
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7915 office
(208) 287-7909 fax

From: Keith Hill <unconsult@aol.com>**Sent:** Wednesday, May 24, 2023 10:02 AM

To: Leon Letson <lletson@adacounty.id.gov>; Rod Beck
<rwbeck@adacounty.id.gov>; BOCC <BOCC1@adacounty.id.gov>

Cc: jfior313@aol.com; cfior313@aol.com; idahazens@gmail.com;
idahohazens@gmail.com; paul@paulhudson.com; barbara@blfairbanks.com

Subject: [EXTERNAL] DUDE DEWALT CELLARS 1 YEAR REVIEW PROMISED
ONE YEAR AGO IN CUP

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Dear Ada County Planning And Zoning, and Ada County
Comissioners 5-24,2023

My name is Keith Hill. I am a direct neighbor to Trae and Johnna
Buchert and Dude DeWalt Cellars.

We were told one year ago that there would be a one year "review" of

E1

EZ

BUDGET RENTA A ...

CDX

Christmas

CIGNA BCBS

Consumer Reports

Coupons

Dick Broadcasting

Dropbox

Dude DeWalt

Eagle Idaho

EASTLAN

ECU Loan

Electrolux

FARGO

Female Voice Over ...

Fiorino

FIT GENO

Fun

GO DADDY

Greenhouse

GREGG CO

Home Depot

HSI

ICCU

Insurance

IRS PIN

IRS TAXES

JARED DAVIS

Jersey Mikes

JUNK

Kat Country

KCON

KFIN

Kindle

KLAZ

KLBL

KLXQ

KQUS

KTRQ

KTWB

KWYN

KXRV

KZNG

Dude DeWalt Cellars.

I wish to enter this into the record for that review that would be at the one year mark.

In 2019 The Bucchert's obtained their first CUP to use an existing barn as a tasting room for up to 39 patrons and 6 parking spaces. That CUP afforded them 12 events of not more than 35 people. In 2020 they were back asking for more. They received and CUP that gave them buildings of 23,800 + square feet. Events went up to 24 events of no more than 50 people. That CUP authorized 83 parking spaces. Hours authorized were 7 days 10am to 10pm. There were several appeals by me and my neighbors John & Chris Fiorino. The only mitigation we received was a 125-foot setback. The Fiorinos and myself were concerned that parking was taking place right up to our property border. We felt the 125-foot setback would be helpful. We were also trying to get the new proposed tasting room pushed back.

In 2022 the Bucchert's applied for Event Center Status. Something we were opposed to. They claimed they were unable to complete their wine club pick-ups under the existing conditions.

They received a new CUP allowing the Social Hall Status which authorized unlimited number of events of 100 people and 25 events of no more than 250 people. 150 Parking spaces were authorized. There was a limit to hours on Monday and Tuesday to 6pm. They also were not supposed to have more than 100 people on site until the parking spaces were built out.

I appealed, went to reconsideration and judicial review.

I think it's important to understand the violations of law, code, and conditions of the CUP that we have been subjected to.

- 1) The occupancy of the tasting room has always (3+ years) been exceeded by an illegal and unauthorized event tent added to the back of the tasting room. The Buchert's doubled the area of the tasting room without any authorization of it.
- 2) The Ag exempt garage storage has a condition that it never be used for production of wine. Instead, that's all it has been used for. A pure and continuous violation of that ag exempt building permit.
- 3) Set Back is regularly violated. The Buchert's have extended their upper parking lot well into the 125 set back. They allow cars to park in the set back. Have now added to the parking spaces beyond the scope of what is authorized AND violates the set back. (pictures at end of this letter)
- 4) They allow cars to park on their lawn grass in places that are not parking spaces. A clear violation of the CUP. (pictures at end of this letter)
- 5) The parking lot is supposed to be screened. Latest CUP asks for 6-foot-tall trees planting to screen parking. Bucchert's told me they have made plantings. I do not see any. It needs screening to also comply with Ada 8-4 F7. Recently they told me they had planted 6 inch seedlings. That was not what the CUP conditions called for.
- 6) They have sold Alcohol to underage patrons. Three times a private investigator I hired filmed underage patrons working for the agency were served and paid for alcohol.
- 7) All these activities are built upon an illegal alcohol permit. Ada 4-3-1 thru 4-3-17 require 75% approval of resident neighbors for alcohol permit. They did not achieve 75%. So, Johnna Buchert signed a form for herself. She is not a neighbor of herself. Ada County Clerk and Sheriff both made an error in not catching this deception and falsehood. Johnna signed the permit application indicating she had achieved 75% approval from "neighbors." This is materially false. And now we have experienced 3 + years of activity that is built upon a permit that should never have been issued by Ada County. I have informed Comissioner Beck as per Ada 4-3-16 and he has done nothing. Not even respond to me. The occupied properties with residents and renters

E3

Little Rock trip
Local
Longview Kilgore C...
Makers Shop Boise
Marie Hale
Mayan Palace
MD Live
Microsoft
Musicmaster
MWC
NC Houses
NC ROOF
Nicole
Nielsen Login
Norton
Notes
Office Build
Palace Resort Rates
Passport
Peter Parenti
PHH MORTGAGE
PNC
Pool Build
Possible Clients
PPP
PROVIDENT
Purchases 1
Qubuz
RCI
Resumes
RETIREMENT VALU...
ROLLING HILLS
Schwab
Screens And Gutters
Shane Finch
Signature Networks
Simply Safe
SONICARE
Spam
Spring Valley
ST JUDE DREAM H...
Taxes
TD AMERITRADE
TELOS ALLIANCE

were 8 locations. (1 Shirley/Rasmussen. 2 Equest Lane Durocher. 3 Gilley Trust. 4 Hazen. 5 Buchert (the subject property) 6) Thomas Kress. 7)Hudson 8)Fiorino. The signatures used were 1) Shirley Kress 2) Equest Durocher 3) Hazen 4)Kress 5) Buchert. Not signing were Hudson and Fiorino. The Ada Clerk and Sheriff both erred by saying that 75% had been achieved. It was if you count Buchert herself. But she is not a neighbor within 1000 feet of HERSELF. And her signature should never have been counted. The actual percentane is 62.5%. not 75%. Yes, the Ada County Comissioners can grant a permit with a showing of good cause and if it furthers health safety or welfare. That would be a stretch because I have showed they serve alcohol to minors, and lied on the application. I request the commissioners revoke the existing alcohol permit. (documentation of her materially false affirmation at end of this letter)

8) They are authorized to serve cheese and crackers. They now serve pizza. They are a defacto restaurant without applying for and obtaining central district health authorizations. (pictures at end of this letter)

9) They violate the hours restrictions. On Feb 14th this year a Tuesday when they are supposed to close at 6pm.... Instead, they held a 6-8pm Valentine's dinner in violation of the CUP's hours restrictions. (picture at end of this letter)

10) In their second CUP they had to notify P&Z of events. They failed to notify P&Z of all events. And THEY counted 2 days wine pickups as ONE event.

11) When their parking exceeds parking lots capacity plus, they allow parking on their driveway. Star Fire would have a major problem with this in the event of an emergency. (pictures at end of this letter)

The key problems we have as neighbors are noise and parking lot.

A few conditions would solve most of the undue adverse impacts. If the alcohol served were limited to "tastings" that would go towards ensure our "health safety and welfare" and reduce the likelihood of impaired drivers.

No outside alcohol and no outside music would be helpful. It's also important to note the way the Buchert's operate now is to put the music in the tasting room, open the doors and turn up the amplification so the patrons outside on the patio can hear the music. The Fiorinos are afforded some protection with the berm.... Me and my wife are subjected to music so loud we cannot have conversations on our own deck 700 feet away. Their tasting room with amplified music and open door's function and operate as a horn projecting the sound towards our house.

The blood alcohol elevated patrons are loud on the patios and in the parking lot.

We will be vigilant asking for and pursuing conditions that protect us legally from "undue adverse effects."

Plus, I question the Social Hall Status. In LLUPA Social Halls are defined as for nonprofit organizations. VFW, American Legion, and the like are mentioned.

A 1000-foot setback would mitigate most of the adverse impacts. Remove the existing parking lot and make it not usable for parking.

No outside alcohol.

Possible consideration to limiting them to "tastings" only. (Not full glass

E4

The First Church Of ...
Toyota Parts
TRASH
TV SPOTS
U Haul
United Airlines
Universal Audio
USPS
Vanguard Pest Control
Victorinox
Voice Over Equip
Voice Tracking
Wall Street Journal
Water Rower
WATZ
WBRF
WCOE
WDBC
WDGY
WDWG
Wells Fargo
WFMZ
WHMS
Wine Enthusiast
WKHS
WLYD
WNWN
WOLF
Woodcraft
WRSF
WSJ WINE
WTCM
WXCL
WYKX
XHBK

pours and no sale of bottles to be consumed onsite.

Events limited to "WINE" events. No weddings, no concerts, no cars show etc. Instead to comply with Ada County Comprehensive Plan as "hiking, hunting and fishing and other secondary recreational activities." Does this mean Ferris wheels and roller coasters? Does this mean concerts? If it does this "rangeland" CUP would allow Disney World and the Ford Center. Is that the intention of "hiking, hunting, fishing and other secondary recreational activities?" I believe when written it was not to limit the activities to hunting, hiking, and fishing. They meant it to allow the latitude for sport shooting, birding, photography, perhaps rodeo. But NOT concerts, cars shows, Shakespearian Festivals, air shows, food trucks, busses, Olympics etc.

WINE events are events themed around viticulture, wine production, wine appreciation etc. Dinners with the WINE maker, lectures about wine making, vineyard and production tours, glass selection based on varietal, wine food parings. This is what was intended for events afforded wineries.

The Buchert's have shown they will ask for more and more in terms of what they can do under a CUP. And they have shown that they do not respect the conditions. They have exceeded capacities, permit limitations, number of people (they have exceeded capacities before the required parking lot build outs). They play loud music and have created UNDUE ADVERSE CONDITIONS.

The vineyard and winery are fine. The issues are noise from patrons and music. I will have several letters from realtors claiming that the Winery itself does not hurt property values HOWEVER, the events cause a reduction in property values at the upcoming hearing. That is not allowed under Ada County code and Ada County Comprehensive Plan.

Sincerely,

Keith C Hill
Barbara Lynn Fairbanks
8602 W High Ridge Lane
Eagle, Idaho 83616
252-453-8888
unconsult@aol.com
barbara@blfairbanks.com

CARS PARKED DOWN THEIR DRIVEWAY... THAT THEY HAVE YET TO WIDEN TO COMPLY WITH STAR FIRE AS REQUIRED BY CUP



Star, Idaho Communi...



E.S.

 **DDC IS REQUESTING ANNEXATION
TO STAR SO THAT WE CAN GET THE
SIZE AND LOCATION OF THE
BUILDINGS WE NEED TO CONTINUE
TO SERVICE AND GROW THE WINERY.
WE NEED YOUR SUPPORT!**

**PLEASE SUPPORT US AT
THE STAR CITY HALL ON
JULY 18TH AT 7PM.
SEE YOU THERE!**

  27

1 comment



Like



Comment



Send



Lizzy Em
You bet

Like Reply



Home



Watch



Marketplace



Notifications



Menu

Shawn Nickel

From: Keith Hill <unconsult@aol.com>
Sent: Friday, June 30, 2023 11:36 AM
To: Shawn Nickel
Cc: barbara@blfairbanks.com; paul@paulhudson.com; idhazens@gmail.com; jfior313@aol.com; cfior313@aol.com
Subject: Dude DeWalt Cellars / City of Star
Attachments: Dude DeWalt Star Shawn Nickel.docx

Shawn Nickel,

Thanks for the hour of your time yesterday along with Ryan and Ryan.

Your question was what conditions or mitigations to adverse effects would be acceptable to us as neighbors.

First, we have no issues with the vineyard and wine production.

The issues are the collateral that Dude DeWalt Cellars wants in this rural residentially zoned area. Their request makes them an events center, bar and restaurant.

We would want:

1000 Foot set back. That includes parking. Their current parking lot has been expanded beyond the scope of anything they applied for with Ada County. Further we expected that parking lot would follow the setbacks Ada County had for buildings as well. A simple 1000 foot set back on this 34.60 acres is reasonable as it would protect the neighbors from noise in the parking lot, and two existing patios would be not allowed. The current parking lot should be used for building or vineyard and not a parking lot.

All Wine Tastings and Music be indoors.

Daily capacity of 50 people.

12 events of 75 people.

Hours 10am – 6pm Monday through Saturday. No operations on Sundays.

I have no problems with the Operational Winery Activities described in application. I have trouble with all the activities described as events. This is rural residential and weddings, car shows, and concerts are not what needs to happen in residential.

Additionally, the plan takes the residence and calls it the caretaker location. CUPs in r must fundamentally remain residential and that residence must not in my opinion every be used as part of the winery. If the Bucchert's leave and it is not a residence for them then the CUP should be null and void. Part of the reason now they do not think they are bad neighbors are they are not there to experience what goes on often enough.

Lastly, I want Star to recognize that the Ada County Alcohol permit is illegal in that they never achieved the 75% neighbor approval outlined in Ada 4-3-1 thru 4-3-17. Further this applicant made material false statements on that application by submitting her own signature. The evidence I have collected that they regularly sold alcohol to underage patrons should be taken into consideration. I'd like as a condition in this CUP that Star makes Dude DeWalt (applicant) go thru the 75% approval process again in 2023 as a condition of getting the Star alcohol permit.

Sincerely,

Keith Hill

Keith Hill
The World's Leading Authority On Music Scheduling
252-453-8888
unconsult@aol.com