

**CITY COUNCIL REGULAR MEETING AGENDA**City Hall - 10769 W State Street, Star, Idaho
Tuesday, March 01, 2022 at 7:00 PM

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

1. **CALL TO ORDER** – Welcome/Pledge of Allegiance
2. **INVOCATION** – Pastor Larry Osborn – Life Springs Church
3. **ROLL CALL**
4. **PUBLIC INPUT:** The public is invited to speak to any item **NOT** on the agenda. Items regarding Personnel or Elected Officials should be discussed with the Mayor. Items regarding Land Use Applications either in process or not may not be discussed. The Mayor or Presiding Officer may limit the amount of time. The public may be called upon to speak on any item on the agenda
5. **PRESENTATIONS**
 - A. Star Police Chief Zach Hessing Introduction of New Star Deputy
 - B. Mayor's Youth Council Scholarship Announcement
6. **CONSENT AGENDA (ACTION ITEM)** **All matters listed within the Consent Agenda have been distributed to each member of the Star City Council for reading and study, they are considered to be routine and will be enacted by one motion of the Consent Agenda or placed on the Regular Agenda by request.*
 - A. Approval of Claims Provided & Previously Approved
 - B. **Findings of Fact & Conclusions of Law:** Josh Kinney Annexation / Zoning / Planned Unit Development (File:AZ-21-19, DA-21-27 & PUD-21-002)
7. **ACTION ITEMS:**
 - A. **Stair Replacement Bid Award:** Authorize expenditure to repair/replace stairs on west side of the building as they have become a Fire / Safety Issue.
 - B. **Hunter's Creek Park Playground Equipment Purchase:** Authorize expenditure to purchase Playground equipment under a competitive Public Agency Bid Process
 - C. **Riverbarn HVAC Bid:** Authorize expenditure to repair / replace HVAC System in Riverbarn
 - D. **Ordinance 366-2022 Architectural Overlay:** AN ORDINANCE CREATING NEW ZONING DISTRICTS TO ALIGN WITH THE UPDATED CITY OF STAR COMPREHENSIVE PLAN; AMENDING THE CITY OF STAR CODE OF ORDINANCES, ARTICLE A DISTRICTS ESTABLISHED TO REFLECT SUCH CHANGES; CREATING AN ARCHITECTURAL OVERLAY DISTRICT; REFERENCING WITHIN AND ADDING AS A SUPPORTING DOCUMENT THE ARCHITECTURAL OVERLAY DESIGN GUIDELINES FOR THE CENTRAL BUSINESS DISTRICT AND RIVERFRONT CENTER; AND PROVIDING AN EFFECTIVE DATE. **(INTRODUCE - ROLL CALL; SUSPEND RULES-ROLL CALL; READ; APPROVE - ROLL CALL)(NOTE THIS ITEM WAS PREVIOUSLY APPROVED, BUT DID NOT GET PUBLISHED IN TIME. THE REMEDY IS TO APPROVE THE ORDINANCE AND HAVE IT PUBLISHED WITHIN THE ALLOWED TIME FRAME)**
 - E. **Ordinance 345-2021:** Grace Assisted Living Annexation & Development Agreement (File:AZ-21-13, DA-21-19 & CUP-21-04) AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO; MORE SPECIFICALLY LOCATED ON W. STATE STREET, CANYON COUNTY PARCELS R3401000000 AND R3401001200, IN STAR, IDAHO AND CONTIGOUS TO THE CITY OF STAR; THE PROPERTIES ARE OWNED BY GRACE AT STAR, LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS COMMERCIAL WITH A DEVELOPMENT AGREEMENT (C-2-DA) OF APPROXIMATELY 15.80 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE. **(INTRODUCE - ROLL CALL; SUSPEND RULES-ROLL CALL; READ; APPROVE - ROLL CALL)**
 - F. **Ordinance 361-2022:** Union Street Development & Development Agreement (File:RZ-21-07, DA-21-25 & ZC21-19). AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, OWNED BY AMIR SEYEDBAGHERI, LOCATED SPECIFICALLY AT THE NORTHWEST CORNER OF N UNION STREET AND W. STATE STREET, IN STAR, IDAHO (ADA COUNTY PARCELS #R8108000528 & R8108000526); REZONING THE PROPERTY FROM COMMERCIAL (C-1) TO CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA); THE PROPERTY IS APPROXIMATELY .48 ACRES; AMENDING THE ZONING MAP OF THE CITY OF STAR TO REFLECT SUCH CHANGES; AND PROVIDING

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



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AN EFFECTIVE DATE. **(INTRODUCE - ROLL CALL; SUSPEND RULES-ROLL CALL; READ; APPROVE - ROLL CALL)**

- G. Ordinance 347-2021:** East Star River Ranch Rezone and Development Agreement (File:RZ-20-12 & DA-20-28). AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, MORE SPECIFICALLY ADA COUNTY PARCELS S0416212640, S0416212620, S0416212422, S0416212470 & S0416212660; REZONING THE PROPERTY FROM COMMERCIAL (C-1) TO COMMERCIAL (C-2-DA) WITH A DEVELOPMENT AGREEMENT; THE PROPERTIES ARE OWNED BY STAR RIVER DEVELOPMENT, LLC AND CONTAIN APPROXIMATELY 24.28 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE. **(INTRODUCE - ROLL CALL; SUSPEND RULES-ROLL CALL; READ; APPROVE - ROLL CALL)**
- H. Roseland Property Lease Memorandum Of Understanding (City of Star & West Ada School District) -** Approval of a Memorandum of Understanding for use of real property (Added 2/28/2022 3pm)
- I. Executive Session 74-206(f):** To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ACTION(S) AS A RESULT PERTAINING TO AND AFTER EXECUTIVE SESSION (added 2/28/2022 3pm)

8. ADJOURNMENT



CITY OF STAR, IDAHO
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FUTURE MEETING TOPICS – INFORMATIONAL PURPOSES ONLY

- A. DRAFT – CHRONIC NUISANCES AND LIQUOR LICENSE REVOCATION ORDINANCE

CITY OF STAR CLAIMS

February 9 - February 28, 2022

VENDOR NAME	MEMO	AMOUNT
A&B Lock and Key	Duplicate Keys (for Police)	\$ 175.00
Ada County Highway District	Impact Fees	\$ 239,972.00
Ada County Landfill	Landfill Fees	\$ 83.15
Ada County Sheriff	Police Services February 2022	\$ 126,565.00
Advanced Sign	Buildings and Grounds supplies	\$ 400.00
Bella Mosaica	Mosaic Necklace Project	\$ 343.00
Brinleigh Bitter	Volleyball Referee	\$ 90.00
Brittney May	Volleyball Referee	\$ 15.00
Cintas	Rug Cleaning Services	\$ 608.40
City of Greenleaf	WAED Annual Membership	\$ 9,000.00
Computer Consulting Assoc	Computer Consulting Services	\$ 7,757.38
Dana Partridge	Public Information Officer	\$ 4,500.00
DMH Enterprises	Plumbing Inspections	\$ 10,844.85
Door Service of Idaho	Building Repair and Maintenance	\$ 361.00
ECI Contractors	Electrical Inspections	\$ 12,974.10
Gem State Paper & Supply	Janitorial Supplies & Equipment	\$ 2,080.26
ICRMP	Balance of Annual Premium	\$ 6,334.00
Idaho Central Credit Union	Credit Cards - Chadwick, Qualls, Little	\$ 4,260.24
Idaho Power	Electric Services	\$ 2,771.42
Idaho Press Tribune	Legal Public Notices	\$ 438.09
Keller Associates	Engineering Services	\$ 25,525.00
LaFever Roofing	Re-Roof Food Bank	\$ 12,444.00
Larry Bearg	Tai Chi Instructor	\$ 200.00
Lorne Zeigenfuss	Volleyball Referee	\$ 45.00
Mastercard	City Credit Cards	\$ 289.52
McClatchy Company	Legal Ads	\$ 40.72
Napa Auto Parts	Hand Tools & Wheel Chock	\$ 30.78
Niki Dean	Yoga Instructor	\$ 280.00
Office Savers	Office supplies	\$ 241.24
Protect Youth Sports	Coaches	\$ 366.75
Rimi, Inc	Mechanical Inspections	\$ 17,335.00
Robert Little	Building & Grounds Supervisor	\$ 4,660.00
Silver Creek	Buildings & Grounds Supplies	\$ 1,195.54
Sparklight	Internet Services	\$ 657.19
Stan's Golf Cars	Golf Cart Repair	\$ 401.61
Star Fire Department	Impact Fees	\$ 54,290.06
Star Merc	Building & Grounds Supplies	\$ 246.40
Star Storage	Storage Unit	\$ 80.00
Star Tire & Auto	Tires and Repair	\$ 20.00

Star Vet Clinic	Animal Control Services	\$	1,400.00
StateFire DC Specialities	Building Repair & Maintenance	\$	140.00
Tates Rents	Building & Grounds Equipment & Rentals	\$	567.82
Vanguard	Cleaning Services, City Hall & Riverhouse	\$	1,275.00
Verizon	City Cell Phones	\$	509.09
White Peterson	Attorney Services	\$	16,276.45
Whitman & Associates	Building Inspections	\$	40,803.68
Window World	Balance Star Outreach Window Replacement	\$	3,812.00
Yesco LLC	City Hall Monument Sign	\$	402.00
	TOTAL EXPENSES	\$	613,107.74

FINDINGS OF FACT AND CONCLUSIONS OF LAW
JOSH KINNEY ANNEXATION
FILE NO. AZ-21-19/DA-21-27/PUD-21-02

The above-entitled Annexation, Development Agreement and Planned Unit Development land use application came before the Star City Council for their action on February 1, 2022, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

Procedural History:

A. Project Summary:

The Applicant is seeking approval of an Annexation and Zoning (RUT to R-3-PUD-DA/MU-PUD-DA), a Development Agreement, and a Planned Unit Development for a mixed-use development to include future residential and non-residential uses including retail, office, event center, farmers market, restaurant, winery, bed & breakfast, and garden center. The property is located near the southwest corner side of W. Floating Feather Road (Old) and State Hwy 16 and extends west to the southeast corner of N. Pollard Road and W. Floating Feather Road in Star, Idaho, and consists of a total of 25.15 acres. The subject properties are generally located on the south side of W. Floating Feather Road between N. Pollard Road and Highway 16. Ada County Parcel No's R5437560010, R5437560200 & R5437560230.

B. Application Submittal:

A neighborhood meeting was held on August 10, 2021, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on December 21, 2021.

C. Notice of Public Hearing:

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on January 13, 2022. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on January 10, 2022. Notice was sent to agencies having jurisdiction in the City of Star on December 21, 2022. The property was posted in accordance with the Star Unified Development Code on January 13, 2022.

D. History of Previous Actions:

The Magnolia Subdivision was approved by Ada County in the early 1990’s as a Non-Farm Development. The purpose of the Non-Farm Developments at that time was to allow property outside an Impact Area and in the Rural Residential to develop with 25% residential as one-acre lots, with the remaining 75% being set aside as open area for 15 years, The intent was then to allow redevelopment of the open area once the property was able to annex into a City and have City Services. This property does not have any history of land use applications within the City of Star.

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	County Rural Transitional (RUT)	Neighborhood Residential Mixed-Use Special Transition Overlay	Single Family Residential/Vacant
Proposed	Neighborhood Residential (R-3-DA); Mixed-Use (MU-DA)	Neighborhood Residential Mixed-Use	Single Family Residential Commercial Agricultural
North of site	County Rural Transitional (RUT) Residential (R-5)	Neighborhood Residential Compact Residential Special Transition Overlay	Single Family Residential Agricultural Approved Milestone Subdivision
South of site	Neighborhood Residential (R3-DA-PUD)	Neighborhood Residential	Rosti Farms Subdivision
East of site	County Rural Transitional (RUT) Residential (R-1)	Neighborhood Residential Mixed Use	Agricultural/Vacant ITD Yard
West of site	County Rural Transitional (RUT)	Existing Public Use/Parks & Open Space	Star Cemetery

F. Development Features:

ANNEXATION & REZONE:

The annexation and zoning request from County Rural Urban Transition (RUT) to Residential (R-3-PUD-DA) and (MU-PUD-DA) on the applicant’s property will allow for the future subdivision and development of the properties into a mixture of residential and mixed-uses consistent with the current Comprehensive Plan Land Use Map. The applicant has requested a Residential R-3

zoning designation on the residential portion of the property and Mixed-Use MU designation on the remainder of the property. The proposed residential density shown on the conceptual site plan is lower than the Comprehensive Plan designation in the Neighborhood Residential, with density allowances ranging from 3 to 5 dwelling units per acre. The requested zoning designation and density meets the intent of the Comprehensive Plan.

PLANNED UNIT DEVELOPMENT:

Through the PUD process, the applicant proposes a range of land uses including residential, retail, office, event center, farmers market, restaurant, winery, bed & breakfast, and garden center. These uses are all allowed in the Residential and Mixed-Use zoning districts. The PUD will allow all of the uses to be integrated together to provide for pathway connections, parking and landscaping, setbacks and amenities in one approval process. The conceptual site plan indicates the applicants vision of the entire project. Prior to final approval of the any individual residential lots, a preliminary plat shall be submitted for Council approval with design and dimensional standards of the Unified Development Code being adhered to. Understanding that the submitted site plan is only conceptual, the residential lots on the western half of the development would not meet current Code requirements, and, would therefore need to be revised. This would include lot size, access and emergency turn-around of the proposed roadways and required landscape buffers along N. Pollard Road and W. Floating Feather Road.

Staff is supportive of the Annexation, Planned Unit Development, and overall concept of the submitted application and the residential and commercial uses proposed. However, Staff will recommend to the Council that the current CC&R's associated with the existing Magnolia Subdivision, for which the majority of the development is part of, be adhered to. Specifically, the subdivision covenants (see attached in neighbors letter) states that "no lot shall be re-subdivided to less than one-acre". There are also additional specific design standards and use restrictions that should be considered. In addition, the Amended CC&R's for the Magnolia Subdivision prohibits certain, allowed commercial uses on Lot 1, which would be part of the Mixed-Use property. These uses include:

- Animal Care Facility
- Bar/Drinking Establishment
- Cement Manufacturing. Cemetery
- Chemical Manufacturing Plant
- Convenience Store
- Products Processing
- Gasoline Station
- Gasoline Station with Convenience Store
- Heliport
- Kennel
- Mortuary

- Parking Garage
- Pawnshop
- Recycling Center
- Shooting Range
- Truck Terminal
- Vehicle Impound Yard
- Vehicle Sales or Rentals

Staff would recommend that the residential property be zoned R-1 to recognize the minimum lot sizes of 1-acre, and that the Development Agreement include language regarding adherence to the Covenants of Magnolia Subdivision, including but not limited to lot size, uses and design standards.

The Council should consider the entire record and testimony presented at their scheduled public hearing prior to rendering its decision on the matter. Should the Council vote to approve the applications, either as presented or with added conditions of approval, Council shall direct staff to draft findings of fact and conclusions of law for the Council to consider at a future date.

Additional Items for the Council to consider for the Development Agreement and as Conditions of Approval in the PUD include the following:

- Council may want to explore the intentions more fully of the vineyard and open space in the center of the development.
- Commercial Uses
- Pathway/Sidewalk Details
- Residential allowances, including high density, in the Mixed-Use area
- ITD Proportionate Shares

G. Existing Site Characteristics:

Existing Site Characteristics: The property currently has a single-family dwelling; the remaining land is bare/vacant.

Irrigation/Drainage District(s): - Farmer's Union Ditch Company
PO Box 1474
Eagle, Idaho 83616

Flood Zone: A portion of this property on the western side is currently located in a Flood Hazzard Area.

FEMA FIRM Panel Number: 16001C0130J
Effective Date: 6/19/2020
Flood Zone: A

Special On-Site Features:

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

H. *Agencies Responding:*

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

ACHD	January 25, 2022 (Draft)
Keller and Associates	January 26, 2022

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

December 13, 2021	Tony & Brenda O’Neil	via Letter
	James & Michelle Stanford	via Letter
	Mike & Theresa Prenn	via Letter
	Steve Herron	via Letter
January 27, 2022	Morris Bower & Haws PLLC	Letter

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

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Neighborhood Residential

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

to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivided in the future.

Special Transition Overlay Area

Development adjacent to, and potentially within, this area is to provide for an appropriate transition between existing and new home sites where new urban development is being planned adjacent to previously approved and constructed rural county developments of years past. Site layout is to provide for a transition in density and lot sizing.

8.3 Goal:

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

8.4 Objectives:

- Manage urban sprawl in order to minimize costs of urban services and to protect rural areas.
- Retain and encourage rural areas where it will not result in increased costs for urban service.
- Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses.

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

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

B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where

C. Site layout within the Special Transition Overlay Area is to provide for a transition in density and lot sizing. Base densities may be significantly reduced or home sites may be clustered to increase open space within a portion of a site when property is within this overlay.

8.5.4 Policies Related to The Special Transition Overlay Areas:

A. Development adjacent to and within the Special Transition Overlay Area is to provide for an appropriate transition between existing and new home sites where new urban development is being planned adjacent to previously approved and constructed rural county developments of years past. This may include new abutting lots to be one acre in size or may include buffering.

B. Site layout is to provide for a transition in density and lot sizing with all policies regarding compatibility herein applying.

C. Modified street sections, such as with no curbs gutters or sidewalks, should be encouraged for adjacent compatibility where determined appropriate.

D. When an urban density residential development is planned with lots that directly abut lots within a Special Transition Overlay Area an appropriate transition is to be provided for the two abutting residential lot types. A transition must take into consideration site constraints that may exist and may include clustering of the urban lots in order to provide an open space area avoiding urban lots directly abutting Special Transition Overlay Area lots, or may include the provision of a buffer strip avoiding urban lots directly abutting Special Transition Overlay Area lots, or may include setbacks within the urban lots similar to the Special Transition Overlay Area lots directly abutting, or may include the provision of one half to one acre size lots directly abutting the Special Transition Overlay Area lots.

E. Larger setbacks should be required for new lots planned to abut existing Special Transition Overlay Area lots.

8.5.9 Additional Land Use Component Policies:

- Encourage flexibility in site design and innovative land uses.
- Encourage landscaping to enhance the appearance of subdivisions, structures, and parking areas.
- Require more open space and trees in subdivisions.
- Work with Ada County Highway District (ACHD), Canyon Highway District #4 (CHD4), and Idaho Department of Transportation (ITD) for better coordination of roadway and access needs.
- Support well-planned, pedestrian-friendly developments.
- Dark sky provision should be adopted within the code to assure down style lighting in all developments and Star should consider joining the International Dark Sky Association.
- The City should utilize the 2018 Treasure Valley Tree Selection Guide when requiring trees within developments.

18.4 Implementation Policies:

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

Unified Development Code:

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

B. Standards:

1. The subject property shall meet the minimum dimensional standards of the proper district.
2. The city may require a development agreement in conjunction with the annexation and zoning, or rezone, pursuant to Idaho Code section 67-6511A, which may include a concept plan. In addition to other processes permitted by city and state code, exceptions or waivers of standards, other than use, may be permitted through execution of a development agreement. A development agreement and concept plan shall be required for any rezone to a mixed-use zone, high density zone or land which includes steep slope (land over 25%) or floodway.
3. The termination of a development agreement shall result in the reversal of the official zoning map amendment approval and applicable development approval for any undeveloped portion of property subject to the development agreement. The undeveloped property subject to the development agreement shall be rezoned to the district classification as designated by the development agreement. When no designation is provided, the property shall revert to its original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.
4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.
5. An approved development agreement must be executed within ninety (90) days of the meeting at which the development agreement is approved by the city council. A one-time administrative extension of maximum thirty (30) days may be granted by the zoning administrator. Additional extensions may be approved by majority vote of the city council. Failure to execute the development agreement within the required timeframe will result in the denial of all related applications.

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

1. The map amendment complies with the applicable provisions of the comprehensive plan;
2. The map amendment complies with the regulations outlined for the proposed district;

3. The map amendment shall not be materially detrimental to the public health, safety, and welfare; and
4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city.
5. The annexation (as applicable) is in the best interest of city.

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

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

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.

P PLANNED UNIT DEVELOPMENT: This designation, following any zoning designation noted on the official zoning map of the city (i.e., R-4-P), indicates that the development was approved by the city as a planned unit development, with specific allowances and design approved by Council.

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.

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

<u>ZONING DISTRICT USES</u>		
USES	A	MU
Accessory structure - Residential or Commercial	A	C/P
Adult business/adult entertainment	N	N
Agriculture, forestry, fishing	P	N
Airport	C	N
Animal care facility ¹	P	C
Artist studio ¹	P	P
Arts, entertainment, recreation facility ¹	C	C
Asphalt plant ¹	N	N
Auction facility	N	C
Automated Teller Machine (ATM) ¹	N	A
Automotive hobby ¹	A	A
Automotive mechanical/electrical repair and maintenance	N	C
Bakery- Retail or Manufacturing	N	P/C
Bar/tavern/lounge/drinking establishment	N	C
Barbershop/styling salon	N	P
Bed and breakfast	P	C
Beverage bottling plant	N	N
Boarding house	C	C
Brewery/Distillery	N	C
Brewpub/Wine Tasting	A	C

Building material, garden equipment and supplies	N	C
Campground/RV park ₁	C	C
Caretaker Unit ₁	A	A
Cement or clay products manufacturing	N	N
Cemetery ₁	C	N
Chemical manufacturing plant ₁	N	N
Child Care center (more than 12) ₁	N	C
Child Care family (6 or fewer) ₁	A	A
Child Care group (7-12) ₁	C	C
Child Care-Preschool/Early Learning ₁	N	C
Church or place of religious worship ₁	P	P
Civic, social or fraternal organizations	C	C
Concrete batch plant ₁	N	N
Conference/convention center	N	C
Contractor's yard or shop ₁	C	N
Convenience store	N	C
Dairy farm	C	N
Drive-through establishment/drive-up service window ₁	N	C
Dwelling:		
Multi-family ₁	N	C
Secondary ₁	A	C

Single-family attached	N	C
Single-family detached	P	C
Two-family duplex	N	C
Live/Work Multi-Use ¹	N	C
Educational institution, private	C	C
Educational institution, public	C	C
Equipment rental, sales, and services	N	C
Events Center, public or private (indoor/outdoor)	C	C
Fabrication shop	N	N
Farm	P	N
Farmers' or Saturday market	C	C
Feedlot	N	N
Financial institution	N	C
Fireworks Stands	N	P
Flammable substance storage	N	N
Flex Space	N	C
Food products processing	C	N
Fracking	N	N
Gasoline, Fueling & Charging station with or without convenience store ¹	N	C
Golf course	C	C
Government office	N	C
Greenhouse, private	A	A

Greenhouse, commercial	P	C
Guesthouse/granny flat	P	C
Healthcare and social services	N	C
Heliport	C	N
Home occupation ¹	A	A
Hospital	N	C
Hotel/motel	N	C
Ice manufacturing plant	N	N
Industry, information	N	C
Institution	N	C
Junkyard	N	N
Kennel	C	C
Laboratory	N	C
Laboratory, medical	N	C
Lagoon	N	N
Laundromat	N	P
Laundry and dry cleaning	N	C
Library	N	N
Manufactured home ¹	P	C
Manufactured home park ¹	N	N
Manufacturing plant	N	N
Meatpacking plant	C	N
Medical clinic	N	P
Mining, Pit or Quarry (excluding	C	N

accessory pit) 1		
Mining, Pit or Quarry (for accessory pit) 1	A	A
Mortuary	N	C
Museum	C	P
Nursery, garden center and farm supply	N	C
Nursing or residential care facility 1	N	C
Office security facility	N	C
Parking lot/parking garage (commercial)	N	C
Parks, public and private	P	P
Pawnshop	N	P
Personal and professional services	N	P
Pharmacy	N	P
Photographic studio	N	P
Portable classroom/modular building (for private & public Educational Institutions)	C	C
Power plant	N	N
Processing plant	C	N
Professional offices	N	C
Public infrastructure; Public utility major, minor and yard 1	C	C
Public utility yard	C	N
Recreational vehicle dump station	N	A

Recycling center	N	N
Research activities	A	C
Restaurant	N	C
Retail store/retail services	N	C
Retirement home	N	C
Riding Arena or Stable, Private/ Commercial	P/C	N
Salvage yard	N	N
Sand and gravel yard	C	N
Service building	C	C
Shooting range (<u>Indoor/Outdoor</u>)	C	C/N
Shopping center	N	C
Short Term Rentals ¹	A	A
Solid waste transfer station	N	N
Storage facility, outdoor (commercial) ¹	C	C
Storage facility, self-service (commercial) ¹	C	C
Swimming pool, commercial/public	N	P
Television station	N	C
Temporary living quarters ¹	P	N
Terminal, freight or truck ¹	N	N
Truck stop	N	C
Turf farm	P	N
Vehicle emission testing ¹	N	C

Vehicle impound yard 1	N	N
Vehicle repair, major 1	N	C
Vehicle repair, minor 1	N	C
Vehicle sales or rental and service 1	N	C
Vehicle washing facility 1	N	C
Vehicle wrecking, junk or salvage yard1	N	N
Veterinarian office	P	C
Vineyard	P	C
Warehouse and storage	N	C
Wholesale sales	N	C
Winery	P	C
Wireless communication facility 1	C	C
Woodworking shop	N	N
8-3A-4: ZONING DISTRICT DIMENSIONAL STANDARDS:		

Zoning District	Maximum Height	Minimum Yard Setbacks			
		Note Conditions			
	Note Conditions	Front (1)	Rear	Interior Side	Street Side
R-3	35'	15' to Living Area/Side Load Garage. 20' to Garage Face	15'	5' Per Story	20'
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. Interior side yard setbacks for lots with 50' or less of lot width shall be allowed 5' interior side yard setbacks for one and two-story structures.

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

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

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

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

- 1. Any open space that is active or passive in its intended use, and accessible or visible by all residents of the development, including, but not limited to:
 - a. Open grassy area of at least fifty feet by one hundred feet (50' x 100') in area;
 - b. Qualified natural areas;
 - c. Ponds or water features where active fishing, paddle boarding or other activities are provided (50% qualifies towards total required open space, must be accessible by all residents to qualify.) ponds must be aerated;
 - d. A plaza.
- 2. Additions to a public park or other public open space area.

3. The buffer area along collector and arterial streets may be included in required overall common open space for residential subdivisions.

4. Parkways along local residential streets with detached sidewalks that meet all the following standards may count toward the common open space requirement:

a. The parkway is a minimum of eight feet (8') in width from street curb to edge of sidewalk and includes street trees as specified otherwise herein.

b. Except for alley accessed dwelling units, the area for curb cuts to each residential lot or common driveway shall be excluded from the open space calculation. For purposes of this calculation, the curb cut area shall be a minimum area of twenty-six feet (26') by the width of the parkway.

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

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

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

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

1. Clubhouse;
2. Fitness facilities, indoors or outdoors;
3. Public art;
4. Picnic area; or
5. Recreation amenities:
 - a. Swimming pool.
 - b. Children's play structures.
 - c. Sports courts.
 - d. Additional open space in excess of 5% usable space.

- e. RV parking for the use of the residents within the development.
 - f. School and/or Fire station sites if accepted by the district.
 - g. Pedestrian or bicycle circulation system amenities meeting the following requirements:
 - (1) The system is not required for sidewalks adjacent to public right of way;
 - (2) The system connects to existing or planned pedestrian or bicycle routes outside the development; and
 - (3) The system is designed and constructed in accord with standards set forth by the city of Star;
- D. Location: The common open space and site amenities shall be located on a common lot or an area with a common maintenance agreement.

8-1E-1: DEFINITIONS - TERMS DEFINED

TRANSITIONAL LOT OR PROPERTY: The size of a new residential lot when being proposed adjacent to an established residential use. The ratio for lots adjacent to properties shall be determined on a case-by-case basis, when considering the size of the development potential for the existing use. This shall not be required if separated by an existing roadway or large canal where the distance between new structures and existing structures equal or exceed 100 feet.

8-3B-3: ADDITIONAL RESIDENTIAL DISTRICT STANDARDS - RESIDENTIAL DISTRICTS:

- B. When development is planned with lots that directly abut existing lots within a Rural Residential area, or "Special Transition Overlay Area" as shown on the Comprehensive Plan Land Use map, an appropriate transition shall be provided for the two abutting residential lot types. A transition shall take into consideration site constraints that may exist and may include clustering of the urban lots in order to provide an open space area avoiding urban lots directly abutting rural residential lots, or may include the provision of a buffer strip avoiding urban lots directly abutting rural residential lots, or may include setbacks within the urban lots similar to the rural residential lots directly abutting, or may include the provision of one half to one acre size lots directly abutting the rural residential lots.

8-7-1: PURPOSE PLANNED UNIT DEVELOPMENTS:

- A. The purpose of the planned unit development (PUD) requirements is to provide an opportunity for exemplary site development that meets the following objectives:
 - 1. Preserves natural, scenic and historic features of major importance;
 - 2. Allows for innovative design that creates visually pleasing and cohesive patterns of development; and

3. Creates functionally integrated development that allows for a more efficient and cost-effective provision of public services.

B. It is not the intent that the PUD process be used solely for the purposes of deviation from the dimensional standards in the district. (Ord. 215, 11-2-2011)

8-7-4: STANDARDS:

The council may approve planned unit developments, in accord with the following standards:

A. General Use Standards:

1. Deviations From Underlying District Requirements: Deviations from the development standards and/or area requirements of the district in accord with chapter 3, "District Regulations", of this title may be approved. The exception is that along the periphery of the planned development, the applicable setbacks as established by the district shall not be reduced.
2. Allowed Uses: Applicant may request that specific conditional use(s) be allowed in the district as principal permitted use(s).
3. Private Streets and Service Drives: The uses within the planned unit development are interconnected through a system of roadways and/or pathways as appropriate. Private streets and service drives may be permitted, if designed and constructed to the transportation authority standards and in accord with chapter 4, article E, "Private Street Requirements", of this title.
4. Buildings Clustered: Buildings shall be clustered to preserve scenic or environmentally sensitive areas in the natural state, or to consolidate small open spaces into larger, more usable areas for common use and enjoyment.

B. Private Open Space: In addition to the common open space and site amenity requirements as set forth in chapter 4, "Regulations Applicable To All Districts", of this title, a minimum of eighty (80) square feet of private, usable open space shall be provided for each residential unit. This requirement can be satisfied through porches, patios, decks, and enclosed yards. Landscaping, entryway and other accessways do not count toward this requirement.

C. Residential Use Standards:

1. Housing Types: A variety of housing types may be included within a single planned development, such as attached units (townhouses, duplexes), detached units (patio homes), single-family and multi-family units, regardless of the district classification of the site, provided that the overall density limit of the district is maintained. A minimum of two (2) housing types shall be provided for all PUD's.

D. Infill Planned Developments: Properties of five (5) acres or less within the city of Star, that are located in areas already substantially developed (at least 80 percent of the land area within 300 feet of the boundaries of the parcel) and where water, sewer, streets, schools and fire protection have already been developed and are provided. Upon recommendation of the administrator, the council may approve exceptions to other sections of this title as an incentive for infill development, including, but not limited to the following:

1. The council may allow up to a twenty five percent (25%) increase in the density permitted for the district in which the site is located. It is at the sole discretion of the Council to approve the maximum density bonus requested. Density bonuses shall not be allowed in the CBD.
2. The council may also waive or modify open space and amenity requirements set forth in this section depending on the size and scale of the planned development and proximity to public open space, pathways or greenbelts.

E. Conditions, Bonds and Safeguards: In approving the planned unit development, the council may prescribe appropriate conditions, additional conditions, bonds, and safeguards in conformity with this title that:

1. Minimize adverse impact of the use on other property.
2. Control the sequence and timing, or phasing, of the uses.
3. Control the duration of the use. Assure that the use and the property in which the use is located is maintained properly.
4. Designate the exact location and nature of the use and the property development.
5. Require the provision for on site or off-site public facilities or services.
6. Require more restrictive standards than those generally required in this title.
7. Require mitigation of adverse impacts of the proposed development upon service delivery by any political subdivision, including school districts, which provides services within the city.

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

1. The map amendment complies with the applicable provisions of the Comprehensive Plan. *The Council finds that the purpose of the Star Comprehensive Plan is to promote the health, safety, and general welfare of the people of the City of Star and its Impact Area. Some of the prime objectives of the Comprehensive Plan include:*
 - ✓ *Protection of property rights.*
 - ✓ *Adequate public facilities and services are provided to the people at reasonable cost.*
 - ✓ *Ensure the local economy is protected.*
 - ✓ *Encourage urban and urban-type development and overcrowding of land.*
 - ✓ *Ensure development is commensurate with the physical characteristics of the land.*

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

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

The Council finds that the proposal complies with the proposed districts and purpose statements. The purpose of the residential districts is to provide regulations and districts for various residential neighborhoods with gross densities in compliance with the intent of the Comprehensive Plan designation. Housing shall be single family detached unless approved with a PUD or development agreement. Connection to municipal water and sewer facilities are required for all subdivision and lot split applications in all districts exceeding one dwelling unit per acre. Private streets may be approved in this district for access to newly subdivided or split property. The purpose of the mixed-use 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 that there is no indication from the material and testimony submitted that the rezoning of this property will be materially detrimental to the public health, safety or welfare.

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

The Council finds that the City has not been presented with any information from agencies having jurisdiction that public services will be adversely impacted other than traffic, which will continue to be impacted as the City grows. Emergency services were

reviewed and mitigation recommended by the Star Fire District.

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

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

8-7-5 : PLANNED UNIT DEVELOPMENT FINDINGS:

- A. The planned unit development demonstrates exceptional high quality in site design through the provision of cohesive, continuous, visually related and functionally linked patterns of development, street and pathway layout, and building design.

The Council finds that the planned unit development includes a site design, street and pathway layout, and building design that is cohesive, continuous and visually and functionally appropriate for the area.

- B. The planned unit development preserves the significant natural, scenic and/or historic features.

The Council finds that the planned unit development preserves significant natural, scenic and historic features found on the property.

- C. The arrangement of uses and/or structures in the development does not cause damage, hazard, or nuisance to persons or property in the vicinity.

The Council finds that the planned unit development is arranged so that the uses and structures will not cause damage, hazard or nuisance to persons or property in the vicinity.

- D. The internal street, bike and pedestrian circulation system is designed for the efficient and safe flow of vehicles, bicyclists and pedestrians without having a disruptive influence upon the activities and functions contained within the development, nor place an undue burden upon existing transportation and other public services in the surrounding area.

The Council finds that the planned unit development has been designed to take into consideration internal street, bike and pedestrian circulation. ACHD and ITD have reviewed and commented on the application with requirements incorporated into the approval of the development.

- E. Community facilities, such as a park, recreational, and dedicated open space areas are functionally related and accessible to all dwelling units via pedestrian and/or bicycle pathways.

The Council finds that the planned unit development includes park, recreational and open space that will be functionally related and accessible to all dwelling units through the pedestrian and bicycle pathway system.

F. The proposal complies with the density and use standards requirements in accord this title.

The Council finds that the planned unit development complies with the density and use standards requirement of the UDC.

G. The amenities provided are appropriate in number and scale to the proposed development.

The Council finds that the planned unit development includes the appropriate number and scale of amenities to the proposed development.

H. The planned unit development is in conformance with the comprehensive plan.

The Council finds that the planned unit development is in conformance to the comprehensive plan and the pertinent land use designations.

Public Hearing of the Council:

a. A public hearing on the application was heard by the City Council on February 1, 2022, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.

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

- Josh Kinney
- Kelli Kinney
- Jeff Robbins
- Michael Prenn
- Mo Haws
- Tony O’Neil
- Randy Haverfield
- Theresa Prenn
- Michele Stanford

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

None

Deliberations and Conclusions of Law:

The Council reviewed the particular facts and circumstances of this proposed annexation and zoning and planned unit development application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the annexation and zoning of the development. Review and discussion included development layout, access and street configuration, setbacks, open space, pathways and landscaping, sidewalks, cross access, and proposed commercial uses. The Council concluded that the Applicant's request meets the requirements for annexation and planned unit development. Council hereby incorporates the staff report dated February 1, 2022, together with the hearing minutes into the official decision as part of these Findings of Fact, Conclusions of Law.

Statement of Compliance:

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

Council added to the Planned Unit Development and Development Agreement the following conditions of approval to their decision to approve the applications to include the following:

- 7' Sidewalks shall be constructed along W. Floating Feather Road at the time of development of each phase
- A cross access easement shall be provided to the south to connect this development with the future commercial uses in Rosti Farms Subdivision
- A gravel pathway shall be installed along the southern boundary of the property at the time of redevelopment of the residential subdivision
- The future preliminary plat shall meet all requirements of the Unified Development Code that is in place at the time of final platting, unless modified by Council
- Future residential lots shall be limited to a minimum of 1-acre unless approved by Council and the Magnolia Subdivision HOA
- Lot 1 of Magnolia Subdivision, as it currently exists, shall be zoned Mixed-Use; Lot 2 of Magnolia Subdivision, as it currently exists, shall be zoned Residential R-1
- The following uses shall be prohibited within the Mixed-Use zone, per the Magnolia Subdivision Amended CC&R's:
 - Animal Care Facility
 - Bar/Drinking Establishment
 - Cement Manufacturing. Cemetery
 - Chemical Manufacturing Plant
 - Convenience Store
 - Products Processing
 - Gasoline Station
 - Gasoline Station with Convenience Store

- Heliport
- Kennel
- Mortuary
- Parking Garage
- Pawnshop
- Recycling Center
- Shooting Range
- Truck Terminal
- Vehicle Impound Yard
- Vehicle Sales or Rentals
- All new residential development shall comply with the current CC&R's associated with the existing Magnolia Subdivision
- Agricultural uses shall be allowed within the MU and R-1 zoning designations to accommodate the proposed vineyards

Conditions of Approval:

1. **The applicant shall enter into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System. ITD will calculate the fees. These fees will be collected by the City of Star, by phase, prior to final plat signature. The development agreement shall be signed and recorded as part of the ordinance for annexation and zoning and shall contain the details of the fees to be collected.**
2. Any lighting associated with this approval shall comply with the Star City Code. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall work with staff and submit a lighting design that meets city standards prior to final approval.**
3. The entire property shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
4. The property shall be properly maintained throughout the construction process to include trash picked up and trash receptacles emptied with regular frequency, streets swept and cleaned weekly, including any streets used to access the property and all debris shall be prevented from accumulating on any adjacent property or public right of way and shall remove all debris from public way at least daily.
5. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent development phase.
6. **Landscaping shall be installed per the requirements of the Unified Development Code. The applicant shall submit a detailed landscape plan with the Certificate of Zoning Compliance application.**
7. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.

- 8. 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.
- 9. 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.**
- 10. A sign application is required for any subdivision signs.

Council Decision:

The Council voted 3-0 to approve the Annexation, Development Agreement, and Planned Unit Development for Application AZ-21-19/PUD-21-02 on February 1, 2022.

Dated this 1st day of March 2022.

Star, Idaho

By: _____

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

Estimate

Bill's Machine Shop

713 N. Commercial Ave.
Emmett, ID 83617

Date	Estimate #
1/28/2022	4051

Name / Address

Project

Description	Qty	Cost	Total
disposal of old stairs/construct new stair with galvanized stair treads/ install for police station	1	26,547.45	26,547.45T
		0.00	0.00T
Idaho Sales Tax		6.00%	1,592.85
		Total	\$28,140.30

208-365-5631

Customer Signature _____



Estimate

PROJECT	HUNTERS CREEK PARK-STAR	DRAWING	N/A	ESTIMATE	21405-1
BILL TO	CITY OF STAR	SHIP TO	HANK DAY	OPTION	1
	10769 W. STATE STREET			DATE	12/10/2021
	STAR, IDAHO 83669			EXPIRES	2/8/2022
	HDAY@STARSWD.COM		HDAY@STARSWD.COM		

ITEM	DESCRIPTION	QTY	AMOUNT
1001 PLAY STRUCTURE	714S626J: KIDS CHOICE MEGATOWER STRUCTURE (SALE FLYER)	1.00	\$ 57,768.94
1003 FREESTANDING PLAY	PHYZICS NEW MOON CLIMBER	1.00	\$ 38,662.42
1003 FREESTANDING PLAY	CYCLOCONE BASE CLIMBER SPINNER	1.00	\$ 11,737.37
1003 FREESTANDING PLAY	LOG ROLL	1.00	\$ 1,522.14
1003 FREESTANDING PLAY	MIRACLE MUSEUM DYNAMICS LAB	1.00	\$ 5,355.10
1003 FREESTANDING PLAY	BARREL RIDE AND SADDLE SEAT SPINNER (STRAIGHT)	1.00	\$ 3,028.39
1003 FREESTANDING PLAY	CHUNKY TREKKER AND (4) BONGO PODS	1.00	\$ 2,344.71
6003 INSTALLATION	INSTALLATION OF OPTION 1	1.00	\$ 37,565.00
2002 BONDED RUBBER MULCH	4221 SF BONDED RUBBER MULCH, 8' FALL HEIGHT	1.00	\$ 55,790.46
6003 INSTALLATION	INSTALLATION OF BONDED RUBBER MULCH	4,221.00	\$ 25,326.00
1003 FREESTANDING PLAY	SENSORY GARDEN (3) A-MAZE-ING, HYPNOTIZE, AND FOUR-THE-WIN INSERTS	1.00	\$ 6,871.92
4002 SITE AMENITIES	6' PVC COATED BENCHES, PERFORATED, IN GROUND	7.00	\$ 3,980.28
			\$ -
			\$ -
			\$ -
			\$ -

Thank You

Thank you for choosing Garrett Parks and Play for your recreation equipment needs. We sincerely appreciate your business!

SUBTOTAL	\$ 249,952.74
SALES TAX	\$ -
OFFLOAD	\$ -
TOTAL	\$ 249,952.74

Questions about your Estimate? Contact us!

P.O. Box 57246, Murray, UT 84157
1 (800) 748-4608 / (801) 265-8443
design@garrettplay.com

Notes

SALES TAX

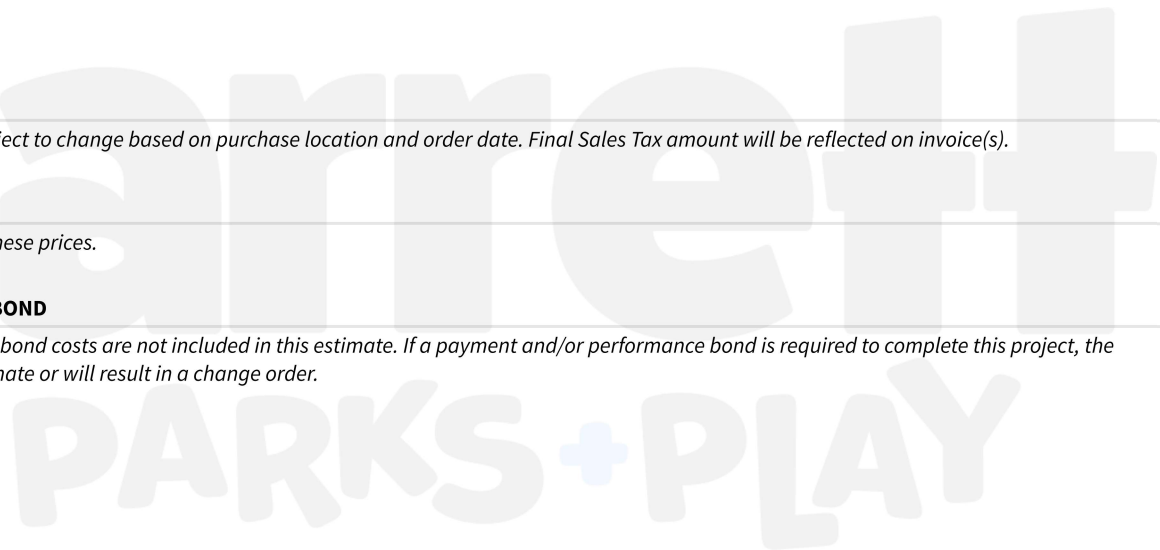
Sales Tax (if applicable) is subject to change based on purchase location and order date. Final Sales Tax amount will be reflected on invoice(s).

FREIGHT

Freight costs are included in these prices.

PAYMENT / PERFORMANCE BOND

Payment and/or performance bond costs are not included in this estimate. If a payment and/or performance bond is required to complete this project, the cost will be added to this estimate or will result in a change order.











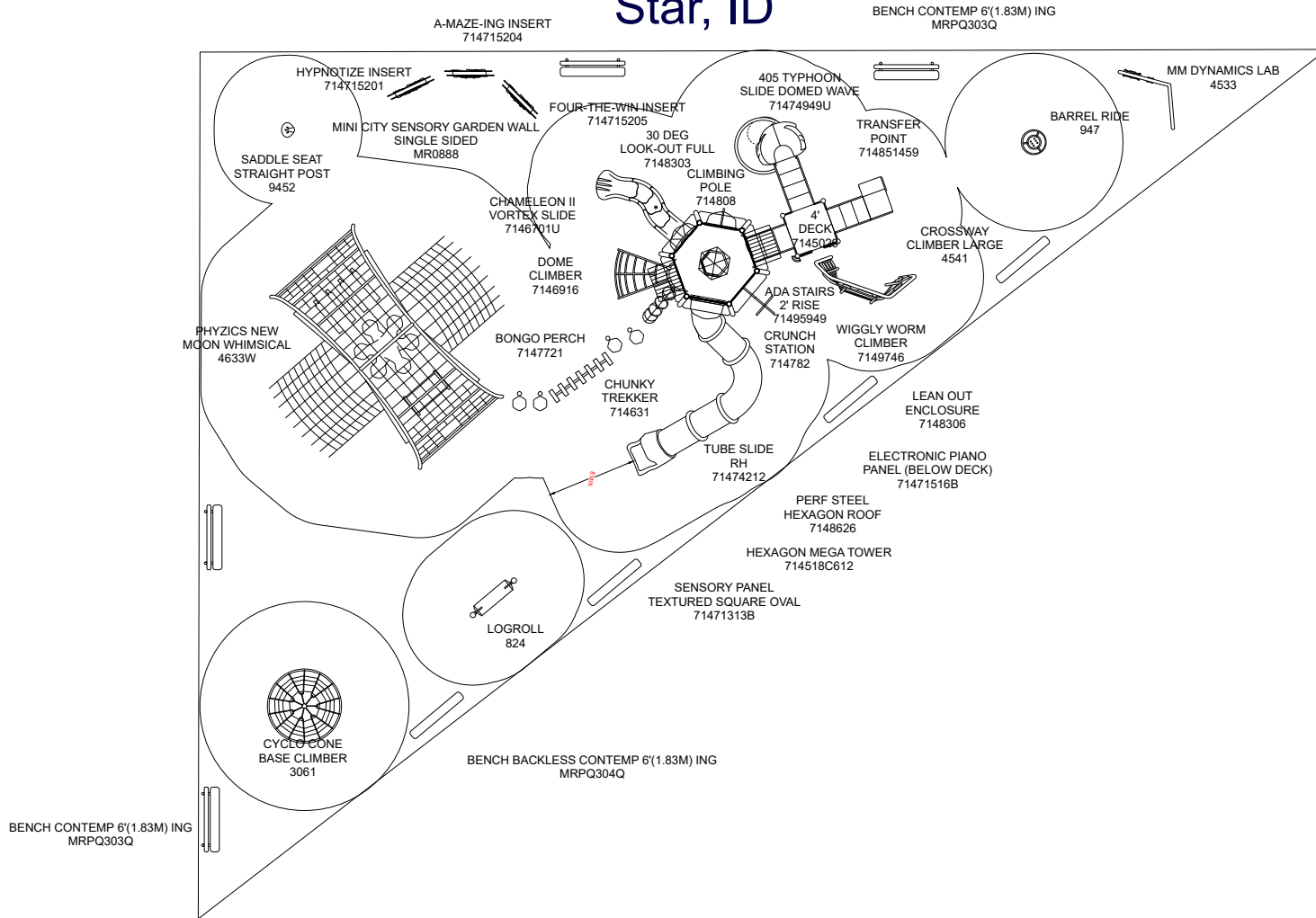


Hunter's Creek Park Option 1 Star, ID

FOR KIDS AGES

Section 7, Item B.

FOR KIDS AGES
2-12
YEARS



GARRETT & COMPANY, INC.
850 Quaking Aspen Dr
Murray, UT
PHONE NO: (801) 265-8443
FAX NO: (801) 263-1254
GROUND SPACE: 90'-0" x 63'-0"
PROTECTIVE AREA: 86'-0" x 70'-6"
DRAWN BY: Angela LeBaron
DATE: 11/22/2021

R0032_44519655096

COMPLIES TO ASTM/CPSC

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND PLAY SYSTEMS



Heating & Air Conditioning

Be warm. Be cool. Be comfy!

Idaho #RCE-873
CCB #191251

327 N. Linder Rd.
Meridian, Id. 83634
(208) 343-4445

155 Commerce Dr.
McCall, Id. 83638
(208) 634-1586

City Of Star
960 S Main St.
Star, ID 83669

Project: add 3 port ductless system

1. Lennox Ductless mini split, MPB048S4M-1P, 48,000 BTU outdoor condenser, MWMA024S4-2P indoor unit for north end room, MWMA024S4-2P indoor unit for middle room, MWMA012S4-1P indoor unit for south/east office, refrigerant lines, A/C pad, three thermostats, three indoor units, electrical wiring for each indoor unit, 12 year warranty parts/compressor, 3 year warranty on labor.

TOTAL: \$12,557

***add electrical: 50 AMP 240 Volt Circuit \$1,285

City Code inspector may ask for a Manual J, Block Load or something to be engineered for this building



Install Date	Section 7, Item C.
ETA:	_____

721 N. Ralstin St., Meridian, ID 83642
 (208) 846-9100 • FAX (208) 846-9200
www.advancedheatingandcooling.com

Comfort Agreement

Name: Star community center Date: 2/18/22
 Job Address: 960 S Main St
 Billing Address: _____
 City: Star State: ID Zip: 83669
 Home: _____ Work: _____ Cell: _____ Email: _____

We will furnish, and install the equipment listed below at the price, terms and conditions outlined on both sides of this comfort agreement.

System	Brand	Model	Efficiency	Warranty
Furnace / Air Handlr	_____	_____	_____	_____
AC / Heat Pump	_____	_____	_____	_____
Accessory	_____	_____	_____	_____
Mini Split	Samsung	samsung quantum mini spli	_____	see below

- Comfort For Life!** -- Lifetime Workmanship Warranty on all installation components not covered by manufacturer warranty.
- Labor, tax, materials, permit for compete installation, start-up, programming.
- One-year anniversary service maintenance.
- Code Compliant – Including CO Detector & Minor Electrical when needed
- Remove & Recycle Old Equipment

Notes & Special Instructions:
 Samsung 3 port quantum mini split comes with a 10 year parts and 1 year labor warranty. this quote doew not include electrical. Outdoor unit would mount right on the other side of the wall from where panel is. we will do the two bigger rooms with 12k heads and a 9k for the office.

Price
\$ 11,976
Total Price
\$
Add/ Deduct
\$ 0
Net Total
Payment Terms:

_____	_____	Chris Grizzle	2/18/22
Customer Signature	Date	Advanced Heating & Cooling	Date
_____	_____		
Customer Signature	Date		

Proposal

208-939-2566 208-939-7830 Fax

Date	Proposal #
12/7/2021	17056

Bill To:
City of Star PO Box 130 Star, ID 83669

Bid Description/Job Number
HVAC bid to install mini splits in building at 960 S. Main St, Star

Description	Cost	Quantity	Total
HVAC 960 S. Main Street, Star Install SAMSUNG Cassette 18K BTU With wired thermostat Install Two SAMSUNG 9K BTU indoor head units Install SAMSUNG Outdoor unit Install proper Linesets for the Outdoor and Indoor units Complete materials and labor. Total Bid Price	12,460.00		12,460.00
Terms: Estimate valid for 30 days.		Total	\$12,460.00

Signature _____

ORDINANCE NO. 366-2022
ARCHITECTURAL OVERLAY

AN ORDINANCE CREATING NEW ZONING DISTRICTS TO ALIGN WITH THE UPDATED CITY OF STAR COMPREHENSIVE PLAN; AMENDING THE CITY OF STAR CODE OF ORDINANCES, ARTICLE A DISTRICTS ESTABLISHED TO REFLECT SUCH CHANGES; CREATING AN ARCHITECTURAL OVERLAY DISTRICT; REFERENCING WITHIN AND ADDING AS A SUPPORTING DOCUMENT THE ARCHITECTURAL OVERLAY DESIGN GUIDELINES FOR THE CENTRAL BUSINESS DISTRICT AND RIVERFRONT CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada and Canyon Counties, Idaho (the “City”), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized and required by the Constitution and laws of the State of Idaho to adopt land use regulations and classifications; and

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the Mayor and Council, held a public hearing on December 7, 2021, and determined that the requested change in zoning classification should be granted.

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

Section 1: 8-3A-1: ZONING DISTRICTS AND PURPOSE ESTABLISHED: is hereby amended in part, as follows:

RC RIVERFRONT CENTER: To provide for a mixture of uses which may, at the sole discretion of the Council, include office, small-scale retail, restaurants, offices, entertainment, and high-density residential within the comprehensive plan area designated as Riverfront Center. The Riverfront Center is planned to be a vibrant mixed-use center for the community that builds off River access and connection north to Main Street, the Riverwalk Park, and the River House. High density housing is encouraged on the upper floors of buildings and at the fringes of the land use designation. The focus of the Riverfront Center is a large-scale community civic space and gathering area at the Boise River edge. Development within this zone is to proceed through the PUD process unless a development agreement has already been executed for the particular property. 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 Riverfront Center is not being used simply to justify high density residential use. High-density residential uses should be part of the Riverfront Center though may not exceed thirty percent (30%) of the overall size of the development.

Section 2: 8-3A-3: USES WITHIN ZONING DISTRICTS: is hereby amended in part, as follows:

ZONING DISTRICT USES	A	R-R	R	CBD	C1	C2	LO	LI	PS	MU	<u>RC</u>
Accessory structure residential or commercial	A	A	A	N/C	A	A	A	A	A	C/P	<u>A</u>
Adult business/adult entertainment	N	N	N	N	N	N	N	C	N	N	<u>N</u>
Agriculture, forestry, fishing	P	P	N	N	N	N	N	N	N	N	<u>N</u>
Airport	C	N	N	N	N	N	N	C	N	N	<u>N</u>
Animal care facility ¹	P	C	N	C	P	P	P	P	N	C	<u>N</u>
Artist studio ¹	P	P	N	P	P	P	P	P	P	P	<u>P</u>
Arts, entertainment, recreation facility ¹	C	N	N	P	C	P	P	C	P	C	<u>P</u>
Asphalt plant ¹	N	N	N	N	N	N	N	C	N	N	<u>N</u>
Auction facility	N	N	N	N	N	C	N	C	N	C	<u>N</u>
Automated Teller Machine (ATM) ¹	N	N	N	A	A	A	A	A	A	A	<u>A</u>
Automotive hobby ¹	A	A	A	N	N	N	N	A	N	A	<u>N</u>
Automotive mechanical/electrical repair and maintenance	N	N	N	C	C	P	N	P	N	C	<u>N</u>
Bakery - retail or manufacturing	N	N	N	P	P	P	P	P	N	P/C	<u>P</u>
Bar/tavern/lounge/drinking establishment	N	N	N	P	C	P	C	C	N	C	<u>P</u>
Barbershop/styling salon	N	N	N	P	P	P	P	N	N	P	<u>P</u>
Bed and breakfast	P	P	N	P	P	P	N	N	N	C	<u>C</u>
Beverage bottling plant	N	N	N	N	N	N	N	P	N	N	<u>N</u>
Boarding house	C	C	C	N	N	N	N	N	N	C	<u>C</u>
Brewery/Distillery	N	N	N	P	C	P	N	P	N	C	<u>P</u>
Brewpub/wine tasting	A	A	N	P	C	P	C	C	N	C	<u>P</u>
Building material, garden equipment and supplies	N	N	N	P	C	P	C	P	N	C	<u>C</u>

Campground/RV park ¹	C	N	N	N	N	N	N	N	N	C	<u>N</u>
Caretaker unit ¹	A	A	A	N	A	A	N	N	A	A	<u>A</u>
Cement or clay products manufacturing	N	N	N	N	N	N	N	P	N	N	<u>N</u>
Cemetery ¹	C	C	N	N	N	N	N	N	P	N	<u>N</u>
Chemical manufacturing plant ¹	N	N	N	N	N	N	N	C	N	N	<u>N</u>
Child care center (more than 12) ¹	N	C	N	C	C	C	C	N	N	C	<u>N</u>
Child care family (6 or fewer) ¹	A	A	A	A	A	A	A	N	N	A	<u>C</u>
Child care group (7-12) ¹	C	C	C	C	C	C	C	N	N	C	<u>C</u>
Child care-preschool/early learning ¹	N	C	C	C	C	C	C	N	N	C	<u>C</u>
Church or place of religious worship ¹	P	P	C	N	P	P	P	N	C	P	<u>N</u>
Civic, social or fraternal organizations	C	N	N	P	P	P	P	N	N	C	<u>C</u>
Concrete batch plant ¹	N	N	N	N	N	N	N	C	N	N	<u>N</u>
Conference/convention center	N	N	N	P	P	P	P	C	C	C	<u>C</u>
Contractor's yard or shop ¹	C	C	N	N	N	N	N	C	N	N	<u>N</u>
Convenience store	N	N	N	P	C	P	P	P	N	C	<u>C</u>
Dairy farm	C	N	N	N	N	N	N	N	N	N	<u>N</u>
Drive-through establishment/drive-up service window ¹	N	N	N	P	P	P	C	C	N	C	<u>N</u>
Dwelling:											
Multi-family ¹	N	N	C	N	N	N	N	N	N	C	<u>P</u>
Secondary ¹	A	A	A	N	N	N	N	N	N	C	<u>C</u>
Single-family attached	N	N	P	N	N	N	N	N	N	C	<u>N</u>
Single-family detached	P	P	P	N	N	N	N	N	N	C	<u>N</u>
Two-family duplex	N	N	P	N	N	N	N	N	N	C	<u>N</u>
Live/work multi-use ¹	N	N	N	C	N	N	N	N	N	C	<u>C</u>

Educational institution, private	C	C	C	C	C	C	C	N	N	C	<u>C</u>
Educational institution, public	C	C	C	C	C	C	C	N	C	C	<u>C</u>
Equipment rental, sales, and services	N	N	N	C	C	P	N	P	N	C	<u>N</u>
Events center, public or private (indoor/outdoor)	C	C	N	C	C	C	N	C	C	C	<u>C</u>
Fabrication shop	N	N	N	N	N	P	N	P	N	N	<u>N</u>
Farm	P	P	N	N	N	N	N	N	N	N	<u>N</u>
Farmers' or Saturday market	C	C	N	C	C	C	C	C	C	C	<u>P</u>
Feedlot	N	N	N	N	N	N	N	N	N	N	<u>N</u>
Financial institution	N	N	N	P	P	P	P	P	N	C	<u>C</u>
Fireworks stands	N	N	N	P	P	P	P	P	N	P	<u>N</u>
Flammable substance storage	N	N	N	N	N	N	N	C	N	N	<u>N</u>
Flex space	N	N	N	N	C	P	C	P	N	C	<u>N</u>
Food products processing	C	N	N	N	C	C	N	P	N	N	<u>N</u>
Fracking	N	N	N	N	N	N	N	N	N	N	<u>N</u>
Gasoline, fueling and charging station with or without convenience store ¹	N	N	N	C	C	P	C	P	N	C	<u>N</u>
Golf course	C	C	C	N	C	C	C	C	C	C	<u>N</u>
Government office	N	N	N	P	P	P	P	P	P	C	<u>P</u>
Greenhouse, private	A	A	A	N	N	N	N	N	N	A	<u>N</u>
Greenhouse, commercial	P	C	N	N	C	P	N	P	N	C	<u>N</u>
Guesthouse/granny flat	P	P	C	N	N	N	N	N	N	C	<u>C</u>
Healthcare and social services	N	N	N	P	P	P	P	P	N	C	<u>C</u>
Heliport	C	N	N	N	N	N	N	C	N	N	<u>N</u>
Home occupation ¹	A	A	A	A	N	N	N	N	N	A	<u>P</u>
Hospital	N	N	N	P	C	P	P	C	N	C	<u>N</u>
Hotel/motel	N	N	N	C	C	P	N	C	N	C	<u>C</u>
Ice manufacturing plant	N	N	N	N	N	N	N	P	N	N	<u>N</u>
Industry, information	N	N	N	P	P	P	P	P	N	C	<u>N</u>
Institution	N	N	N	C	C	P	N	N	C	C	<u>C</u>
Junkyard	N	N	N	N	N	N	N	C	N	N	<u>N</u>

Kennel	C	C	N	N	N	C	N	C	N	C	<u>N</u>
Laboratory	N	N	N	P	P	P	P	P	N	C	<u>N</u>
Laboratory, medical	N	N	N	P	P	P	P	P	N	C	<u>N</u>
Lagoon	N	N	N	N	N	N	N	C	C	N	<u>N</u>
Laundromat	N	N	N	P	P	P	P	P	N	P	<u>C</u>
Laundry and dry cleaning	N	N	N	P	P	P	P	P	N	C	<u>C</u>
Library	N	N	N	P	P	P	P	N	P	N	<u>C</u>
Manufactured home1	P	P	P	N	N	N	N	N	N	C	<u>N</u>
Manufactured home park1	N	N	C	N	N	N	N	N	N	N	<u>N</u>
Manufacturing plant	N	N	N	N	N	C	N	C	N	N	<u>N</u>
Meatpacking plant	C	N	N	N	N	N	N	C	N	N	<u>N</u>
Medical clinic	N	N	N	P	P	P	P	N	N	P	<u>P</u>
Mining, pit or quarry (excluding accessory pit)1	C	N	N	N	N	N	N	C	N	N	<u>N</u>
Mining, pit, or quarry (for accessory pit)1	A	A	A	A	A	A	A	A	A	A	<u>N</u>
Mortuary	N	N	N	N	C	P	N	P	N	C	<u>N</u>
Museum	C	N	N	P	P	P	P	N	P	P	<u>P</u>
Nursery, garden center and farm supply	N	N	N	C	P	P	P	P	N	C	<u>N</u>
Nursing or residential care facility1	N	N	C	C	P	P	P	N	N	C	<u>C</u>
Office security facility	N	N	N	P	P	P	P	P	N	C	<u>N</u>
Parking lot/parking garage (commercial)	N	N	N	C	C	C	C	C	C	C	<u>P</u>
Parks, public and private	P	P	P	P	P	P	P	P	P	P	<u>P</u>
Pawnshop	N	N	N	P	P	P	P	P	N	P	<u>N</u>
Personal and professional services	N	N	N	P	P	P	P	P	N	P	<u>P</u>
Pharmacy	N	N	N	P	P	P	P	P	N	P	<u>P</u>
Photographic studio	N	N	N	P	P	P	P	P	N	P	<u>P</u>
Portable classroom/modular	C	C	C	C	C	C	C	N	C	C	<u>N</u>

building (for private and public educational institutions)												
Power plant	N	N	N	N	N	N	N	C	N	N	<u>N</u>	
Processing plant	C	N	N	N	N	N	N	C	N	N	<u>N</u>	
Professional offices	N	N	N	P	P	P	P	P	N	C	<u>P</u>	
Public infrastructure; public utility major, minor and yard ¹	C	C	C	C	C	C	C	C	C	C	<u>C</u>	
Public utility yard	C	N	N	N	C	C	N	P	C	N	<u>N</u>	
Recreational vehicle dump station	N	N	N	N	C	C	N	C	N	A	<u>N</u>	
Recycling center	N	N	N	N	C	C	N	P	N	N	<u>N</u>	
Research activities	A	N	N	P	P	P	P	P	N	C	<u>C</u>	
Restaurant	N	N	N	P	C	P	P	C	N	C	<u>P</u>	
Retail store/retail services	N	N	N	P	C	P	P	P	N	C	<u>P</u>	
Retirement home	N	N	C	C	C	N	C	N	N	C	<u>C</u>	
Riding arena or stable, private/commercial	P/C	P/C	C/ N	N	N	N	N	N	N	N	<u>N</u>	
Salvage yard	N	N	N	N	N	N	N	C	N	N	<u>N</u>	
Sand and gravel yard	C	N	N	N	N	N	N	P	N	N	<u>N</u>	
Service building	C	N	N	P	P	P	N	P	N	C	<u>N</u>	
Shooting range (indoor/outdoor)	C	N	N	C/N	C/ N	C/ N	N	C	N	C/N	<u>N</u>	
Shopping center	N	N	N	P	C	P	N	N	N	C	<u>N</u>	
Short term rentals ¹	A	A	A	A	N	N	N	N	N	A	<u>A</u>	
Solid waste transfer station	N	N	N	N	N	N	N	C	N	N	<u>N</u>	
Storage facility, outdoor (commercial) ¹	C	N	N	N	C	P	N	P	N	C	<u>N</u>	
Storage facility, self-service (commercial) ¹	C	N	N	N	C	P	N	P	N	C	<u>N</u>	
Swimming pool, commercial/public	N	N	N	P	P	P	P	P	P	P	<u>C</u>	
Television station	N	N	N	N	N	C	N	C	N	C	<u>C</u>	
Temporary living quarters ¹	P	P	C	N	N	N	N	N	N	N	<u>N</u>	

Terminal, freight or truck ¹	N	N	N	N	N	C	N	P	N	N	<u>N</u>
Truck stop	N	N	N	N	N	C	N	P	N	C	<u>N</u>
Turf farm	P	P	N	N	N	N	N	N	C	N	<u>N</u>
Vehicle emission testing ¹	N	N	N	P	P	P	P	P	N	C	<u>N</u>
Vehicle impound yard ¹	N	N	N	N	N	N	N	P	N	N	<u>N</u>
Vehicle repair, major ¹	N	N	N	N	C	P	N	P	N	C	<u>N</u>
Vehicle repair, minor ¹	N	N	N	C	C	P	N	P	N	C	<u>N</u>
Vehicle sales or rental and service ¹	N	N	N	C	C	P	N	P	N	C	<u>N</u>
Vehicle washing facility ¹	N	N	N	C	C	P	N	P	N	C	<u>N</u>
Vehicle wrecking, junk or salvage yard ¹	N	N	N	N	N	N	N	C	N	N	<u>N</u>
Veterinarian office	P	C	N	C	P	P	P	P	N	C	<u>P</u>
Vineyard	P	P	N	N	N	N	N	C	N	C	<u>N</u>
Warehouse and storage	N	N	N	N	N	P	C	P	N	C	<u>N</u>
Wholesale sales	N	N	N	C	P	P	C	P	N	C	<u>N</u>
Winery	P	C	N	N	N	C	N	P	N	C	<u>P</u>
Wireless communication facility ¹	C	C	C	C	C	C	C	C	C	C	<u>C</u>
Woodworking shop	N	N	N	N	N	P	N	P	N	N	<u>P</u>

Section 3: 8-3A-4: ZONING DISTRICT DIMENSIONAL STANDARDS: is hereby amended in part, as follows:

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front (1)	Rear	Interior Side	Street Side
A	50'	30'	30'	30'	20'
R-R	35'	30'	30'	20'	20'
R-1	35'	30'	30'	10'	20'
R-2	35'	20'	20'	10'	20'
R-3	35'	15' to living area/side load garage 20' to garage face	15'	5' per story (2)	20'

R-4	35'	15' to living area 20' to garage face	15'	5' per story (2)	20'
R-5	35'	15' to living area/side load garage 20' to garage face	15'	5'	20'
R-6 to R-11 detached housing	35'	15' to living area 20' to garage 10' if alley loaded	15' 4' if alley load	3'	20'
R-6 to R-11 attached housing	35'	15' to living area 20' to garage 10' if alley load	15' 4' if alley load	0' for common walls 5' at end of building	20'
R-12 and higher	35'	15' to living area 20' to garage	15' 4' if alley load	5' for single story 10' feet for multi- story	20'
CBD	35'	0'	0'	0'	0'
C-1	35'	20'	5'	0'	20'
C-2	35'	20'	5'	0'	20'
LO	35'	20'	10'	0'	20'
PS	35'	20'	10'	0'	20'
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).			
<u>RC</u>	<u>35'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>

Section 4: 8-3C-2: ADDITIONAL CENTRAL BUSINESS DISTRICT STANDARDS: is hereby amended in part, as follows:

F. _____ New development shall incorporate site and architectural design recommendations from the Architectural Overlay Design Guidelines for the Central Business District and Riverfront Center.

Section 5: CHAPTER 3 | ZONING DISTRICTS STANDARDS, ARTICLE F. ADDITIONAL RIVERFRONT CENTER STANDARDS: is hereby added, as follows:

ARTICLE F. ADDITIONAL RIVERFRONT CENTER STANDARDS SECTION:

8-3F-1: RC Riverfront Center

8-3F-1: RC RIVERFRONT CENTER:

- A. Comply with Section 8-3A-1: Zoning Districts And Purpose Established.
- B. All development applications within the Riverfront Center 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 the Riverfront Center and shall then make a recommendation to the Council.
- D. The Riverfront Center shall include uses from two (2) or more of the land use categories such as residential, commercial, office, or public space.
- E. The Riverfront Center shall include outdoor gathering space as a central focus along the Boise Riverfront and accommodate connections to the Boise Greenbelt system from the mixed-use area.
- F. Single-family detached dwellings, and single family attached dwellings are prohibited within the Riverfront Center. A range of multi-family dwellings are encouraged are encouraged, though not required to be accommodated on upper floors as part of a vertical, mixed-use building.
- G. The Council may place requirements on development within the Riverfront Center, including a ratio of uses and/or timing of phases, to ensure that the overall development maintains its mixed-use intent. (Ord. 303, 2-11-2020; amd. Ord. 310, 7-21-2020)
- H. New development shall incorporate site and architectural design recommendations from the *Architectural Overlay Design Guidelines for the Central Business District and Riverfront Center*.

Section 6: CHAPTER 3 | ZONING DISTRICTS STANDARDS, ARTICLE G.
 OVERLAY DISTRICTS: is hereby added, as follows:

ARTICLE G. OVERLAY DISTRICTS:

8-3G-1: CBD ARCHITECTURAL OVERLAY DISTRICT:

- A. The “STAR DESIGN GUIDELINES, CENTRAL BUSINESS DISTRICT AND RIVERFRONT CENTER” (the Guidelines), is adopted through this ordinance. It may be amended from time to time by a Resolution of the Star City Council and shall be used within the CBD Architectural Overlay District.
- B. If the CBD Architectural Overlay District Guidelines conflict with other parts of the City of Star code, the CBD Architectural Overlay District Guidelines shall be used.

DATED this _____ day of _____, 2022.

CITY OF STAR, IDAHO

By: _____
 Trevor A. Chadwick, Mayor

ATTEST:

Jacob Qualls, Clerk

ORDINANCE NO. 345
(GRACE ASSISTED LIVING FACILITY ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO; MORE SPECIFICALLY LOCATED ON W. STATE STREET, CANYON COUNTY PARCELS R3401000000 AND R3401001200, IN STAR, IDAHO AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTIES ARE OWNED BY GRACE AT STAR, LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS COMMERCIAL WITH A DEVELOPMENT AGREEMENT (C-2-DA) OF APPROXIMATELY 15.80 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada and Canyon County, Idaho (“the City”), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and to incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the owner(s) of the real property situated in the unincorporated areas of Canyon County and particularly described in Section 2 of this Ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on August 17, 2021, on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Commercial with a Development Agreement (C-2-DA) pursuant to the Unified Development Code of the City of Star.

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

Section 1: The Mayor and Council of the City of Star, Idaho, hereby find and declare that the real property described in Section 2 of this Ordinance is contiguous to the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner(s) of said property have requested, in writing, annexation of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The real property, described in the attached “Exhibit A”, situated in Canyon County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all

the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Commercial with a Development Agreement (C-2-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Commercial with a Development Agreement (C-2-DA) land use classification.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Canyon County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this ____ day of _____, 2021.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A

ANNEXATION LAND DESCRIPTION

A tract of land being a portion of the SW ¼ of the SE ¼ of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found steel pin monumenting the South ¼ corner of said Section 12, thence easterly along the south line of said SW ¼ of the SE ¼, N 89°29'16" E a distance of 1347.44 feet to a found steel pin monumenting the SE corner of said SW ¼ of the SE ¼; thence westerly along said line S 89°29'16" W a distance of 25.00 feet to the center line of Bent Lane; thence northerly along said center line N 00°11'23" E a distance of 286.24 feet to the POINT OF BEGINNING.

Thence leaving said center line S 89°29'16" W a distance of 25.00 feet to a found steel pin on the westerly rights-of-way line of said Bent Lane and monumenting the SE corner of Parcel A per Record of Survey recorded as Instrument 2017-052965, records of Canyon County, Idaho;

Thence westerly along the southerly line of said Parcel, S 89°29'16" W a distance of 799.36 feet to a found steel pin monumenting the SW corner of said Parcel;

Thence northerly along the west line of said Parcel N 00°18'37" E a distance of 867.17 feet to a found steel pin monumenting the NW corner of said Parcel on the southerly rights-of-way line of State Highway 44 at Station 473+15.15 per Federal Aid Project S-3748(3);

Thence N 10°52'10" E on a radial line 60.00 feet to a point on the center line of said State Highway 44 at said Station;

Thence southeasterly along said center line, 848.07 feet along the arc of a circular curve to the right, said curve having a radius of 11459.16 feet, a central angle of 4°14'25" and a long chord of S 77°00'37" E a distance of 847.88 feet to Station 481+63.22;

Thence on a radial line S 15°06'36" W a distance of 60.00 feet to a point on said southerly rights-of-way at said Station and the center line of said Bent Lane;

Thence southerly along said center line S 00°13'23" W a distance of 670.20 feet to the POINT OF BEGINNING.

The above-described tract of land contains 15.80 acres more or less subject to all existing easements and rights-of-way.

See Exhibit B attached hereto and made part of.

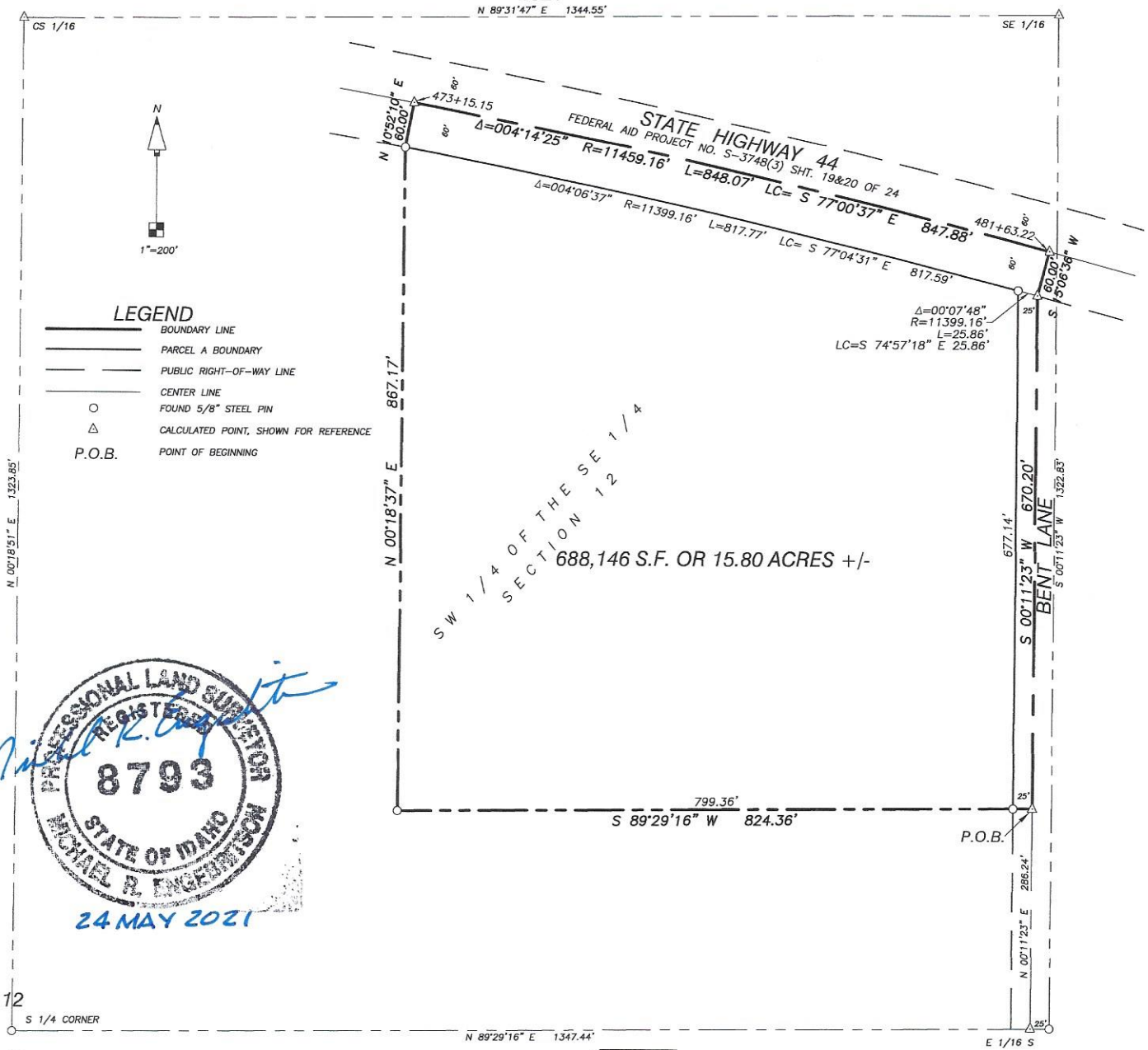


Exhibit B

FOR

GRACE AT STAR, LLC. ANNEXATION

PARCEL A PER RECORD OF SURVEY INST. NO. 2017-052965, 1/2 R/W BENT LANE AND STATE HWY. 44
WITHIN THE SW 1/4 OF THE SE 1/4 OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
CANYON COUNTY, IDAHO
2021



Michael R. Engenbrison
PROFESSIONAL LAND SURVEYOR
REGISTERED
8793
STATE OF IDAHO
MICHAEL R. ENGENBRISON
 24 MAY 2021

ELS ENGENBRITSON LAND SURVEYS, PLLC.
 2251 S. SUMAC STREET
 BOISE, IDAHO 83706
 PHONE (208) 859-6032 mike@elsurveys.com
 ELS PN. 210512 REF. 210507 & 210129

**DEVELOPMENT AGREEMENT
GRACE ASSISTED LIVING FACILITY**

This Development Agreement ("Agreement") is entered into by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Grace at Star, LLC, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 15.08 acres in size, currently located within Canyon County, zoned Commercial and more particularly described in **Exhibit A** of Ordinance 345, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner has requested that the Property be annexed into the City and developed in accordance with the applicable ordinances and regulations of the City and this Agreement;

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and Star City Code Title 8, Chapter 1, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

WHEREAS, the City has authority to enter into development agreements to condition annexations and re-zones;

WHEREAS, Owner desires to be assured that it may proceed with allowing its Property to be rezoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property to be rezoned in accordance with this Agreement;

WHEREAS, Owner filed with the City of Star, a Request for Annexation and Rezone of the Property and Zoning of C-2-DA, as File No. AZ-21-13/DA-21-19, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances;

WHEREAS, the intent of this Agreement is to protect the rights of Owner's use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Ordinances;

THEREFORE, the City and Owner, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

Section 1. Legal Authority. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code, Title 8, Chapter 1.

Section 2. Development/Uses/Standards.

2.1 Development Acreage and Uses Permitted. As to the Parcel shown on **Exhibit A**, Owner is allowed to develop 15.08 acres as follows:

- Zoning Classification: The zoning classification shall be a C-2-DA.
- The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.

2.2 Site Design. The Preliminary Plat/Concept Plan, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The development is hereby approved for an Assisted Living Facility and maximum of 35 independent senior living units. The project will be phased.

2.4 Setbacks. The development shall follow the setbacks required in the C-2 zoning district for the Commercial and Residential Uses (approved by Council). Council approved 0-lot line side yard setbacks for the dwellings.

2.5 Additional Requirements:

- Facility will have canned lighting outside on the building
- Provide a public road type access from Bent Lane between the commercial pads and a public road on the eastern north/south road. Both roads will provide a 36-foot minimum width and meet Highway District standards.
- Provide an additional 5 parking spaces in the residential portion of the development through road widening or an off-street parking lot
- The applicant shall submit a lot split/lot line adjustment application for approval to create a 70' road corridor along the southern boundary of the property. This area shall be dedicated in the future to the City of Star or Canyon Highway District #4 for the purpose of construction of a roadway as shown on the City of Star ECAMP map.
- A 6-foot site obscuring fence shall be provided along the southern side of the south collector road. This fence shall be constructed by whomever builds the roadway at the time of construction.

2.6 Future Land Uses. Exhibit B represents the currently approved land uses as presented by the owner at the time of Council approval. The owner may, at any time, request a modification to the uses within this Development Agreement, once those future uses are known. At that time, the proposed uses will be reviewed for compliance with the current City Code and Comprehensive Plan. Currently approved conditions or new conditions will be revised or added at that time based on the uses proposed.

2.7 Proportionate Share Agreement for ITD Improvements. Developer has agreed to participate in the costs of construction or improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. The Developer will pay the \$26,884 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the total fee at building permit for the facility prior to issuance of building permit. The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

2.8 Changes and Modifications. No change in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event Owner changes or expands the use permitted by this Agreement or fail to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owner shall be in default of this Agreement.

2.9 Conditions, Bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion by Owner before an Occupancy permit will be granted. Failure to comply with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owner. Owner may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

Section 3. Affidavit of Property Owner. Owner shall provide an affidavit agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code section 67-6511A and Star Zoning Ordinance and such affidavit is incorporated herein by reference.

Section 4. Default. The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert its prior zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or

conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

Section 5. Unenforceable Provisions. If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

Section 6. Assignment and Transfer. After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

Section 7. General Matters.

7.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67- 6509, as required by Star City Code.

7.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

7.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

7.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Star: City of Star
Attn: City Clerk
P.O. Box 130
Star, Idaho 83669

Owner: Grace At Star, LLC
890 N. Cole Road
Boise, Idaho 83704

7.5 Effective Date. This Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of this Agreement.

7.6 Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this ____ day _____, 2021.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT B

SHEET 2 OF 2

CONTACTS

CIVIL ENGINEER:
BRECKON LAND DESIGN
6861 N GLENWOOD ST.
GARDEN CITY, ID 83714
CONTACT: MARY WALL
PHONE: 208-376-5153

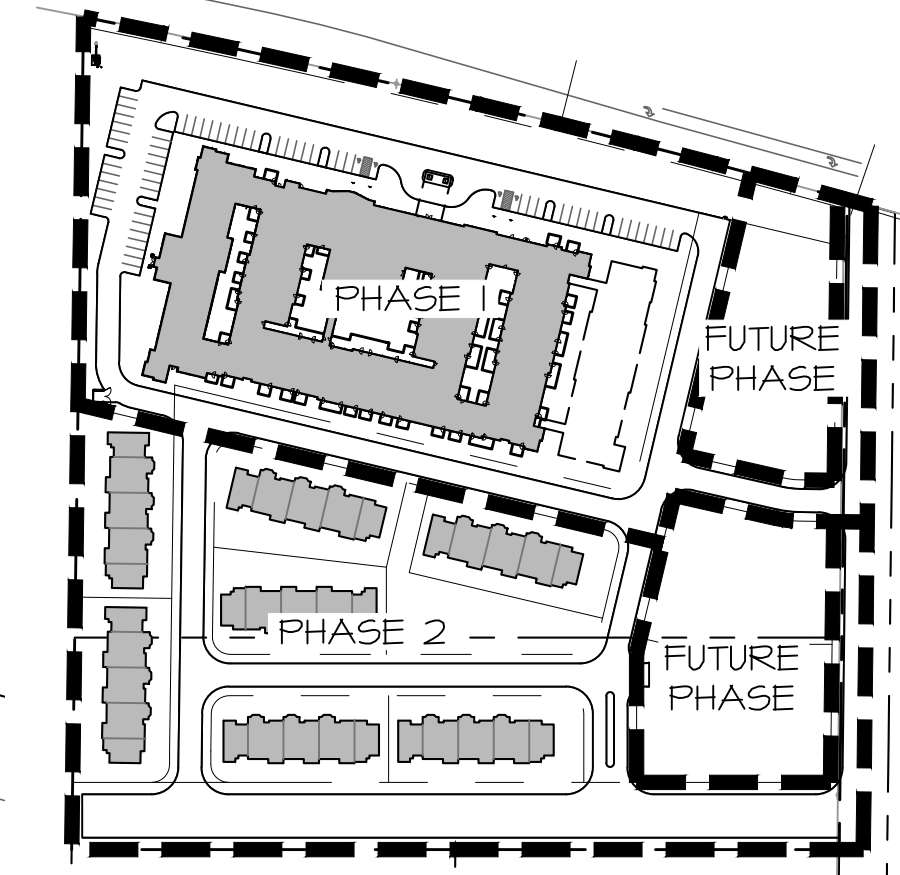
OWNER:
GRACE AT STAR, LLC
890 COLE ROAD
BOISE, ID
CONTACT: LINDA HINES
PHONE: 208-376-0067

SURVEYOR:
ENGEBRITSON LAND SURVEYS, PLLC.
2251 SUMAC ST.
BOISE, ID 83706
CONTACT: MIKE ENGEBRITSON
PHONE: 208-859-6032

PRELIMINARY
NOT FOR
CONSTRUCTION



Copyright © 2021
All rights reserved. Reproduction or use in any form
or by any means without written permission of
Breckon Land Design, Inc. is unlawful and subject to
criminal prosecution.



PHASING PLAN

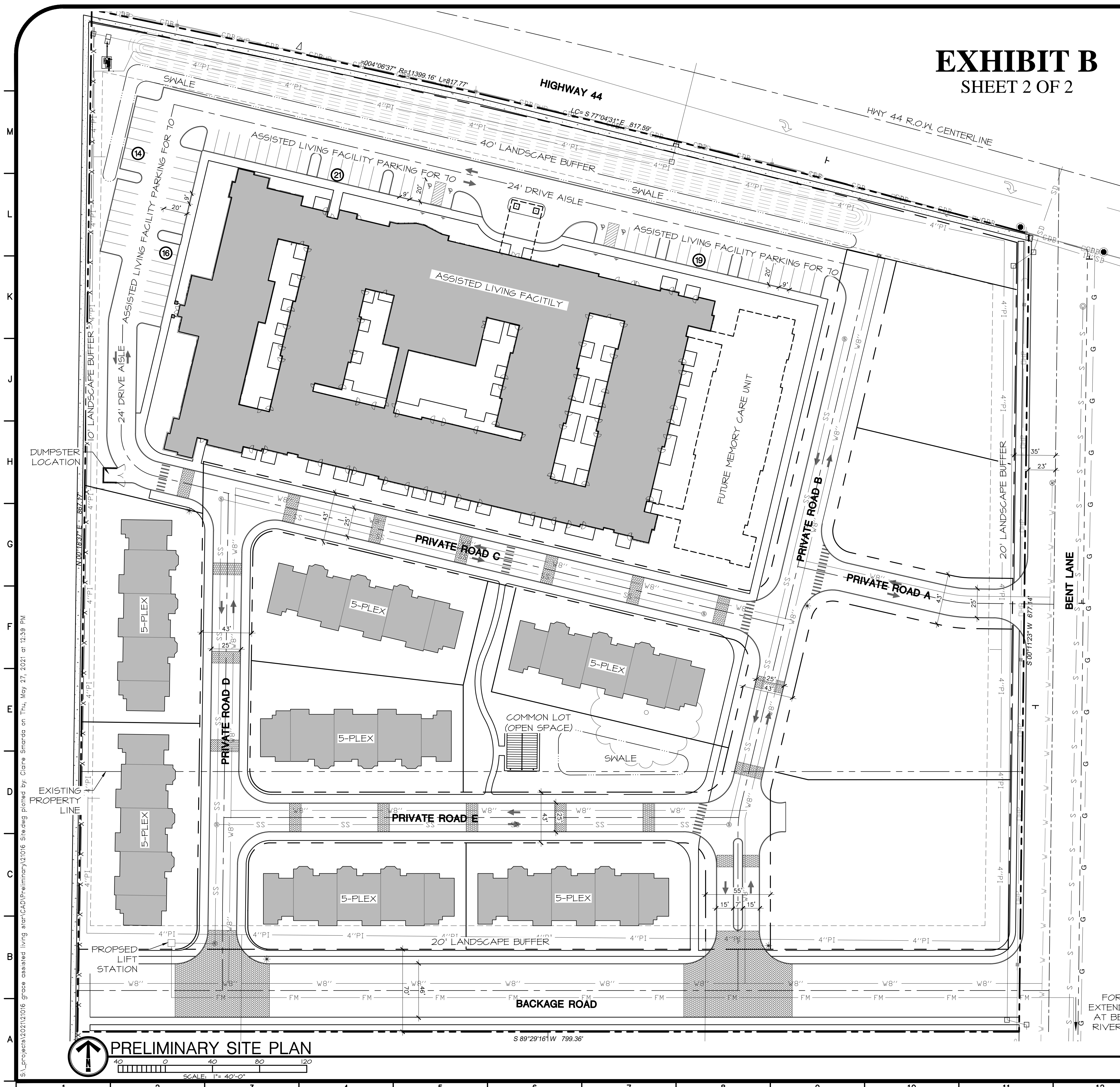
SITE LEGEND

- EXISTING PROPERTY BOUNDARY
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- EASEMENT LINE
- SETBACKS
- 4"PI PROPOSED PRESSURE IRRIGATION
- W W EXISTING WATER MAIN
- S S EXISTING SEWER
- W8" PROPOSED WATER MAIN
- SS PROPOSED SEWER MAIN
- VEHICULAR STRIPING
- PARKING STALL COUNT
- ④ PROPOSED BUILDING
- VERTICAL CURBING LOCATION
- LIGHT POLE
- PERMEABLE PAVERS

DEVELOPMENT FEATURES:

TOTAL ACRES	14.16 AC
EXISTING ZONING (CANYON COUNTY)	C1 (NEIGHBORHOOD COMMERCIAL) RR (RURAL RESIDENTIAL)
PROPOSED ZONING (STAR)	C-1 (COMMERCIAL)
ADJACENT ZONING	SOUTH: A6 (CANYON COUNTY) WEST: MU-DA (CITY OF STAR) EAST: M1 & A6 (CANYON COUNTY)
TOTAL LOTS	13 LOTS
COMMERCIAL LOTS	12 LOTS
COMMON AREA LOTS	1 LOT
DIMENSIONAL STANDARDS OF PROPOSED C-1 ZONING: (STANDARDS PER CITY OF STAR CODE 8-3 UNLESS INDICATED)	
MAXIMUM BUILDING HEIGHT	35 FT
FRONT SETBACK	20 FT
REAR SETBACK	5 FT
INTERIOR SIDE SETBACK	0 FT
CORNER SIDE SETBACK	20 FT

FORCE MAIN TO EXTEND TO MANHOLE AT BENT LANE AND RIVER RANCH LANE



PRELIMINARY SITE PLAN

SCALE: 1" = 40'-0"

GRACE AT STAR DEVELOPMENT
BENT LANE AT HWY 44
CANYON COUNTY, ID
PRELIMINARY SITE PLAN



REVISIONS		
No.	Date	Description

PROJECT NO.: 21016
DRAWN BY: KH/CS
CHECKED BY: JB/MW
DATE: 5/27/2021

SHEET NUMBER
SP10

S:\Projects\2021\21016 grace assisted living star\CAD\Preliminary\21016 Site.dwg plotted by: Claire Smarda on Thu, May 27, 2021 at 12:39 PM

ORDINANCE NO. 361-2022
(UNION STREET/W. STATE STREET REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, OWNED BY AMIR SEYEDBAGHERI, LOCATED SPECIFICALLY AT THE NORTHWEST CORNER OF N. UNION STREET AND W. STATE STREET, IN STAR, IDAHO, (ADA COUNTY PARCELS #R8108000528 & R8108000526); REZONING THE PROPERTY FROM COMMERCIAL (C-1) TO CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA); THE PROPERTY IS APPROXIMATELY .48 ACRES; AMENDING THE ZONING MAP OF THE CITY OF STAR TO REFLECT SUCH CHANGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada and Canyon County, Idaho (“the City”), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized and required by the Constitution and laws of the State of Idaho to adopt land use regulations and classifications; and

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the real property described in Section 1 of this Ordinance is classified as a Commercial District (C-1) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to Central Business District with a Development Agreement (CBD-DA); and

WHEREAS, the Mayor and Council, held a public hearing on February 1, 2021, and determined that the requested change in zoning classification should be granted, and that the property should be rezoned Central Business District with a Development Agreement (CBD-DA) pursuant to the Unified Development Code of the City of Star.

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

Section 1: The zoning classification for the real property, situated in the City of Star, Ada County, Idaho, described in attachment “Exhibit A”, is hereby changed from Commercial (C-1) to Central Business District with a Development Agreement (CBD-DA) as provided by the Unified Development Code Ordinance of the City.

Section 2: The Zoning Map of the City is hereby amended to include the real property described in Section 1 above as Central Business District with a Development Agreement (CBD-DA) land use classification.

Section 3: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor,

Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 4: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this ____ day of _____, 2022.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

**DEVELOPMENT AGREEMENT
UNION STREET/STATE STREET REZONE**

This Development Agreement ("Agreement") is entered into by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Amir Seyedbagheri, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately .48 acres in size, currently located within Ada County, zoned Commercial and more particularly described in **Exhibit A** of Ordinance 361, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner has requested that the Property be rezoned and developed in accordance with the applicable ordinances and regulations of the City and this Agreement;

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and Star City Code Title 8, Chapter 1, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

WHEREAS, the City has authority to enter into development agreements to condition annexations and re-zones;

WHEREAS, Owner desires to be assured that it may proceed with allowing its Property to be rezoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property to be rezoned in accordance with this Agreement;

WHEREAS, Owner filed with the City of Star, a Request for Rezone of the Property and Zoning of CBD-DA, as File No. RZ-21-07/DA-21-25, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances;

WHEREAS, the intent of this Agreement is to protect the rights of Owner's use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Ordinances;

THEREFORE, the City and Owner, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

Section 1. Legal Authority. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code, Title 8, Chapter 1.

Section 2. Development/Uses/Standards.

2.1 Development Acreage and Uses Permitted. As to the Parcel shown on **Exhibit A**, Owner is allowed to develop .48 acres as follows:

- Zoning Classification: The zoning classification shall be a CBD-DA.
- The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.

2.2 Site Design. The Concept Plan, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The development is hereby approved for uses allowed within the Central Business District zone.

2.4 Setbacks. Setbacks of the CBD zone shall apply/

2.5 Additional Requirements:

- Provide future cross-access to the west in the form of an easement
- Coordinate with ITD on location of sidewalk on State Street
- Council approves a 4-parking space reduction as allowed in the CBD

2.6 Changes and Modifications. No change in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event Owner changes or expands the use permitted by this Agreement or fail to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owner shall be in default of this Agreement.

2.7 Conditions, Bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion by Owner before an Occupancy permit will be granted. Failure to comply with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owner. Owner may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

Section 3. Affidavit of Property Owner. Owner shall provide an affidavit agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code section 67-6511A and Star Zoning Ordinance and such affidavit is incorporated herein by reference.

Section 4. Default. The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the

amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert its prior zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

Section 5. Unenforceable Provisions. If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

Section 6. Assignment and Transfer. After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

Section 7. General Matters.

7.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67- 6509, as required by Star City Code.

7.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

7.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

7.4 **Notices.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Star: City of Star
Attn: City Clerk
P.O. Box 130
Star, Idaho 83669

Owner: Amir Seyedbagheri
428 McGurris Street
McCall, ID 83638

7.5 **Effective Date.** This Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of this Agreement.

7.6 **Attorney Fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this _____ day _____, 2022.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT B

SITE DATA

ADDRESS:
NORTHWEST CORNER OF STATE AND UNION
STAR, IDAHO 83669

APN:
R8108000528, R8108000526

JURISDICTION:
CITY OF STAR

ZONE:
C-1

LOT AREA: 10,585 S.F. (.243 ACRES)
10,541 S.F. (.242 ACRES)
TOTAL: 21,126 S.F. (.485 ACRES)

BUILDING SIZE: 4,000 S.F.

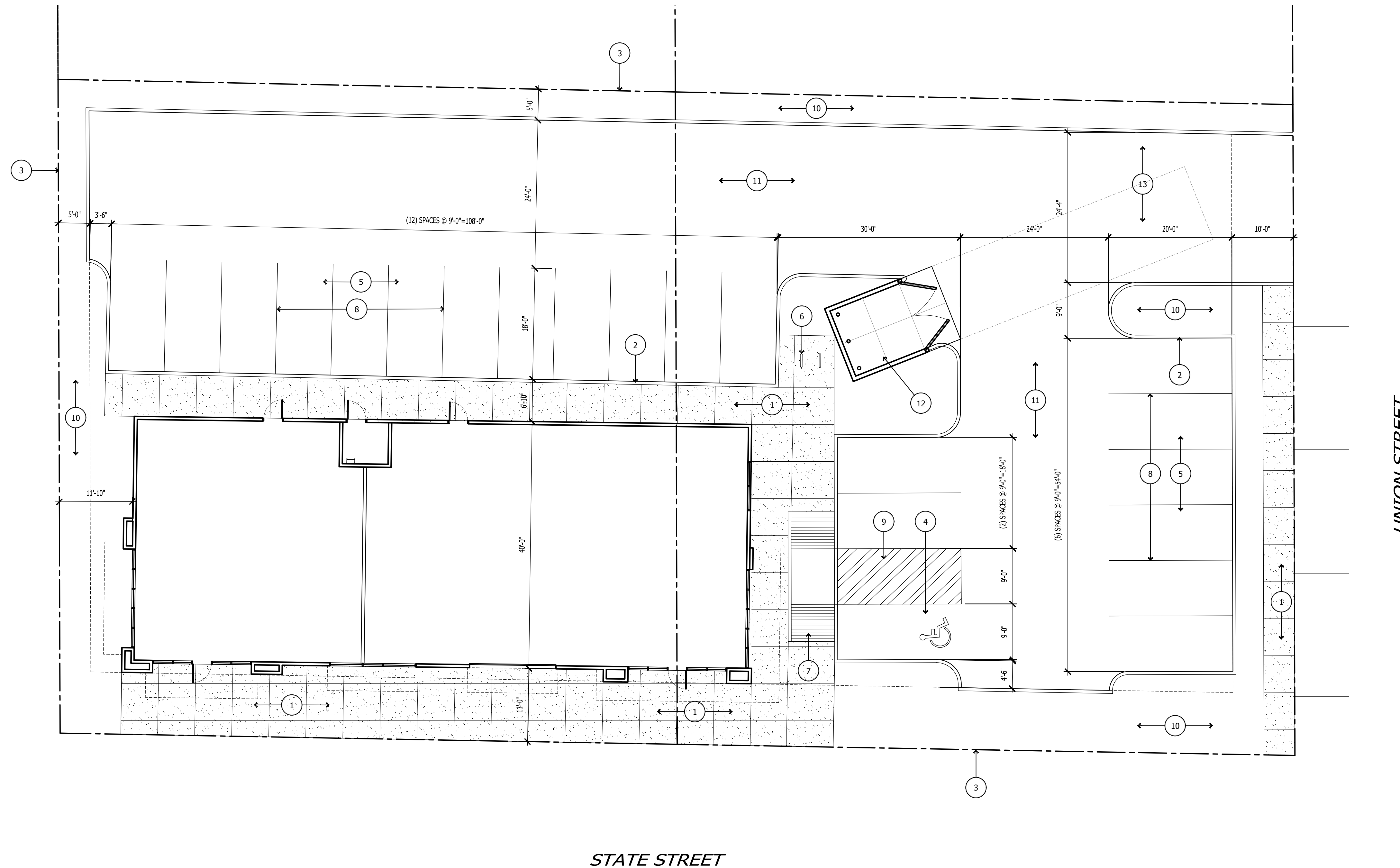
PARKING PROVIDED:

STANDARD SPACES:	20
HANDICAP SPACES:	1
ON STREET:	3
TOTAL SPACES:	24

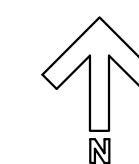
BICYCLE PARKING:
(2)- 2 SPACES RACK

KEY NOTES

1. CONCRETE DECK/WALK SLAB OVER COMPACTED SAND AND GRAVEL BASE WITH CONTROL JOINTS AT 6'-0" O.C. AND EXPANSION JOINTS AT 20'-0" O.C. MAX. WITH LIGHT BROOM FINISH, SLOPE FOR POSITIVE DRAIN AWAY FROM BUILDING.
2. CONCRETE CURB.
3. PROPERTY LINE.
4. TYPICAL HANDICAP SPACE W/ SYMBOL, RAMP AND SIGN.
5. TYPICAL STANDARD PARKING SPACE. (9'-0" x 20'-0")
6. BICYCLE RACK
7. PEDESTRIAN RAMP, 1:12 SLOPE W/ SCORING AT 6" O.C.
8. TYPICAL PARKING STRIPPING WITH (2) COATS 4" WIDE REFLECTIVE TRAFFIC WHITE PAINT.
9. HANDICAP ACCESS LANE WITH 4" WIDE DIAGONAL PAINTED STRIPPING AT 24" O.C.
10. LANDSCAPING. SEE LANDSCAPING PLANS
11. ASPHALT PAVING. SEE CIVIL.
12. TRASH ENCLOSURE TO REMAIN.
13. PROPOSED DRIVE AISLE.



SITE PLAN
SCALE: 1"=20'-0"



**ORDINANCE NO. 347
(EAST STAR RIVER RANCH COMMERCIAL REZONE)**

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR; MORE SPECIFICALLY ADA COUNTY PARCELS S0416212640, S0416212620, S0416212422, S0416212470 & S0416212660; REZONING THE PROPERTY FROM COMMERCIAL (C-1) TO COMMERCIAL (C-2-DA) WITH A DEVELOPOMENT AGREEMENT; THE PROPERTIES ARE OWNED BY STAR RIVER DEVELOPMENT, LLC AND CONTAIN APPROXIMATELY 24.28 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada and Canyon County, Idaho (“the City”), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized and required by the Constitution and laws of the State of Idaho to adopt land use regulations and classifications; and

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the real property described in Section 1 of this Ordinance is classified as a Commercial District (C-1) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to a Commercial District with a Development Agreement (C-2-DA); and

WHEREAS, the Mayor and Council, held a public hearing on August 24, 2021, and determined that the requested change in zoning classification should be granted, and that the property should be rezoned Commercial with a Development Agreement (C-2-DA) pursuant to the Unified Development Code of the City of Star.

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

Section 1: The Mayor and Council of the City of Star, Idaho, hereby find and declare that the real property described in Section 2 of this Ordinance is within the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner(s) of said property have requested, in writing, rezone of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The real property, described in the attached “Exhibit A”, situated in the City of Star Ada County, Idaho, is hereby rezoned.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Commercial with a Development Agreement (C-2-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above as Commercial with a Development Agreement (C-2-DA) land use classification.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this ____ day of _____, 2022.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

Paul Larson
Date: 10/27/20
Job No.: 5717

EXHIBIT "A"
CITY OF STAR
C-2 REZONE DESCRIPTION

The following Describes a Parcel of Land being Tax Parcel No's. S0416212620, S0416212640, S0416212660, R8079960013, S0416212422 and S0416212470, the Right of Way of South Moyle Avenue, portions of the Right of Way of West Haig Street and State Highway 44 Right of Way lying in a portion of the West 1/2 of Section 16, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, and more particularly described as follows:

BEGINNING at a found Aluminum Cap Marking the North 1/4 Corner of said Section 16; From which, the Northwest Corner of said Section 16 bears, North 89°32'13" West, 2,622.95 feet which is being Monumented with a found Brass Cap;

Thence along the Easterly Boundary Line of the West 1/2 of said Section 16, South 00°46'55" West, 748.74 feet to a point on the Centerline of West Haig Street;

Thence leaving said Easterly Boundary Line, and along the Centerline of West Haig Street, North 89°20'25" West, 704.75 feet to a point being on the Prolongation of the Easterly Boundary Line of Tax Parcel No. S0416212660;

Thence leaving said Centerline, and along the Easterly Boundary Line of Tax Parcel No. S0416212660, and its Prolongation, South 00°41'42" West, 130.43 feet to the Southeast Corner of said Tax Parcel;

Thence leaving said Easterly Boundary Line, and its Prolongation, and along the Southerly Boundary Line of Tax Parcel No. S0416212660, North 89°26'54" West, 604.96 feet to the Southwest Corner of said Tax Parcel;

Thence leaving said Southerly Boundary Line, and along the Westerly Boundary Lines of Tax Parcel No's. S0416212660 & S0416212640, and their Prolongations, North 00°39'26" East, 875.80 feet to a point on the Northerly Boundary Line of the West 1/2 of said Section 16;

Thence leaving said Westerly Boundary Lines, and their Prolongations, and along the Northerly Boundary Line of the West 1/2 of said Section 16, South 89°32'13" East, 1311.43 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 24.28 Acres, more or less.



CITY OF STAR C-2 REZONE
A PARCEL OF LAND LYING IN THE W1/2 OF SECTION 16,
T.4N., R.1W., B.M., ADA COUNTY, IDAHO

B
17
16 1311.41'

176.60'

130.41'

BASIS OF BEARINGS:
N 89°32'13" W 2622.95'
S 89°32'13" E 1311.43'

1334.83'

C/L Highway 44

Point of Beginning

190.70'

1"=200'

Parkstone Subdivision No. 6
Bk.105, Pg. 14445
N 00°39'26" E 875.80'

613.82'
Parcel "B"
Warranty Deed
Inst.No.2017-025076
Tax Parcel No.S0416212640

South Moyle Avenue
S 00°39'35" W 744.84'

TOTAL PARCEL
AREA=
24.28 Acres
Parcel "A"
Warranty Deed
Inst.No. 2017-025076
Tax Parcel
No.S0416212620

Parcel "D" Warranty Deed Inst.No. 2017-025076
Tax Parcel No.R8079980013

Tax Parcel No.S0416212422
"Not a Part"

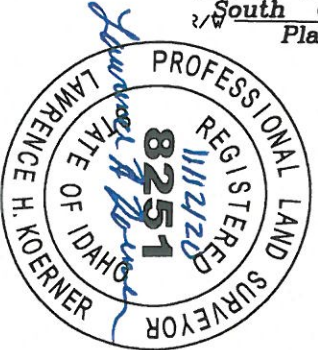
Tax Parcel
No.S0416212470

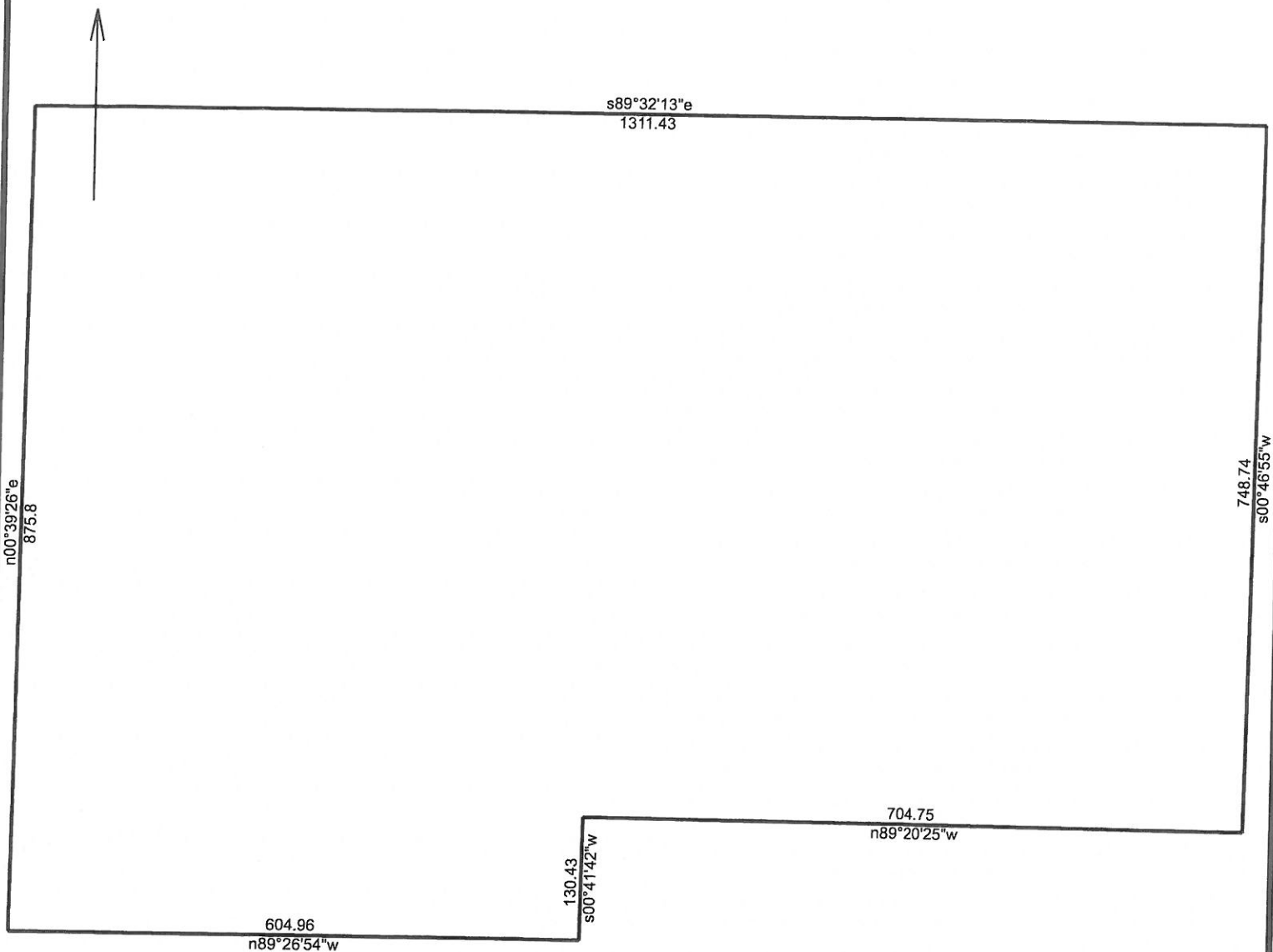
558.04'
S 00°46'55" W 748.74'

131.57'
S 89°20'25" E 176.64'
R/W
West Haig Street
S 89°20'25" E 428.47'
R/W
Parcel "C" Warranty Deed
Inst.No. 2017-025076
Tax Parcel No.S0416212660
N 89°26'54" W 604.96'
Springwood Subdivision
Bk.73, Pg.7533

130.43'
S 00°41'42" W
R/W
N 89°20'25" W 704.75'
R/W
R/W
25.25'
R/W
R/W
25.25'
R/W
South Calhoun Place

COMPASS LAND SURVEYING, PLLC
623 11th Ave. South Nampa, ID 83651
Office: (208) 442-0115 Fax: (208) 327-2106
5717 TOPO 10/27/20
SHEET 1 OF 1





5717 - C2 REZONE DESCRIPTION 10/27/2020

Scale: 1 inch= 170 feet | File: 5717 C2 Rezone.pdf.ndp

Tract 1: 24.2792 Acres, Closure: n17.4101e 0.01 ft. (1/541131), Perimeter=4376 ft.

- 1 s00.4655w 748.74
- 2 n89.2025w 704.75
- 3 s00.4142w 130.43
- 4 n89.2654w 604.96
- 5 n00.3926e 875.8
- 6 s89.3213e 1311.43

Recording Requested By and
When Recorded Return to:
Timothy W. Tyree
TYREE BAUER BALDNER, PLLC
618 W. Franklin St.
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**DEVELOPMENT AGREEMENT
FOR THE
EDGEFIELD AT STAR RIVER RANCH**

This Development Agreement for the Edgefield At Star River Ranch project (“**Agreement**”) is entered into effective as of the date last written below the signature lines (the “**Effective Date**”) by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as “**City**”, and Star River Development, LLC, an Idaho limited liability company, hereinafter referred to as “**Owner**”.

WHEREAS, Owner owns or has the right to develop contiguous parcels of land of approximately 54.87 acres in size, currently located within the City of Star, zoned C-1, R-8 and LO under Star Zoning Ordinance and more particularly described in Exhibit A which is attached hereto and incorporated by reference herein (the “**Property**”);

WHEREAS, portions of the Property were approved for development as neighborhood business district (C-1) and limited office (LO) with a development agreement in February of 2011 and portions of the Property were approved for development as neighborhood business district (C-1) and residential (R-8) in April of 2018, such properties being exempt from the ITD proportionate share contribution due to their grandfathered approvals;

WHEREAS, Owner has requested that the Property be rezoned and developed in accordance with the applicable ordinances and regulations of the City and this Agreement;

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and Star City Code at Title 8, Chapter 10, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

WHEREAS, the City has authority to enter into development agreements to condition re-zones;

WHEREAS, Owner desires to be assured that it may proceed with allowing its Property to be re-zoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property as described in this Agreement.

WHEREAS, Owner filed with the City of Star Planning and Zoning Department, a Rezone and Development Agreement application, as File No. RZ-20-12/DA-20-28, so that the City can review all of the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances;

WHEREAS, the intent of this Agreement is to protect the rights of Owner's use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Ordinances;

THEREFORE, the City and Owner, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

- 1. **Legal Authority.** This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code, Title 8, Chapter 10.
- 2. **Development/Uses/Standards – Commercial Parcels.**

(a) **Development Acreage.** As to that portion of the Property shown on Exhibit B and more particularly described on Exhibit B-1 the “**Commercial Parcel**,” Owner is allowed to develop the Commercial Parcel as follows:

- (i) **Zoning Classification:** The zoning classification shall be a general business district with residential (C-2).
- (ii) Except as otherwise set forth in this Agreement, Owner shall comply with the city code of the city of Star, relating to general business district development as to the commercial lots and residential development as to the dwelling lots, in effect on the date the City approves this application.
- (iii) Up to 24 platted commercial lots and up to 6 platted dwelling lots are permitted within the Commercial Parcel.

(b) **Permitted Uses.** In the Commercial Parcel, the City hereby allows those uses designated as “A” or “P” in the C-2 general business district as listed on Exhibit C. In addition to the designated allowed uses, the following uses are permitted: automotive mechanical/electrical repair and maintenance; dwellings, including lofts, guesthouse/granny flat, single-family attached, single-family detached and two-family duplex; home occupation; child care facility/center serving more than six (6) but no greater than twelve (12) and serving more than twelve (12) individuals; child care-preschool/early learning; short term rentals; arts, entertainment, recreation facility; convenience store; events center, public or private (indoor/outdoor); farmers' or Saturday market; drive-through establishment/drive-up service window; and educational institution, public and private.

(c) **Conditional Uses.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel unless granted a conditional use permit: bar/tavern/lounge/drinking establishment; brewery/distillery; brewpub/wine tasting; building material, garden equipment and supplies; hospital (private); mortuary; nursing or residential care facility; vehicle sales or rental and services; and those uses designated as “C” in the C-2 general business district as listed on Exhibit C.

(d) **Prohibited Uses.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel: churches; storage facilities; and non-profit hospitals.

(e) **West of Moyle.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel west of Moyle Road: auto repair/maintenance; bar/tavern/lounge; equipment rental; gas station; greenhouse; hospital (excluding medical clinic); hotel/motel; mortuary; shopping center; storage facility; vehicle washing facility; woodworking shop; brewery/distillery; brewpub/wine tasting; convenience store; fabrication shop; kennel; manufacturing plant; and two-story commercial buildings.

(f) **Design.**

(i) All outdoor speakers, including drive through speakers, on commercial structures on the Commercial Parcel west of Moyle Road will be directed north or east. Outdoor speakers provided for reasonable accommodation to individuals with disabilities, such as speakers for ATMs, are exempt from this prohibition.

(ii) All roof and wall mounted mechanical, electrical, communications, and service equipment should be screened from public view from the adjacent public streets and properties by the use of parapets, walls, fences, enclosures, or by other suitable means. The fuel station/convenient store midlevel roof height shall be up to 35’ with a cupola mounted above the ridge up to 55’ in height.

(iii) Residential lots within the commercial area shall comply with the R-3 design and dimensional standards, including setbacks.

(g) **Moyle Avenue and State Highway 44 Signalization.** At the point in Owner’s development at which ACHD requires installation of the traffic signal at Moyle Avenue and State Highway 44, Owner shall enter into a signal agreement with ACHD and cause the construction of the four-way traffic signal (the “**Moyle Signal**”). Owner agrees to dedicate right-of-way of a width sufficient for the Moyle Avenue and State Highway 44 intersection described on Exhibit B-2. Any right-of-way required beyond the width necessary to construct such intersection shall be a reimbursable expense of the project improvements determined at fair market value on the date of dedication. Pursuant to Star City Ordinance No. 285, City agrees to collect and pay to Owner 35% of Owner’s out-of-pocket cost to design and construct the Moyle Signal and related improvements. City will employ commercially reasonable efforts to collect and pay to Owner the amount due in the preceding sentence within 60 days after the date the City agrees or is deemed to agree to Owner’s accounting below and, if not paid within such 60 days, such amount shall include interest at the Prime Rate (as defined in Section 9(d)), which interest shall be deemed a reimbursable project expense. City will pay to Owner the amount payable pursuant to Star City Ordinance No.

285 within 15 days after receipt by the City. Pursuant to Section 2(i), City agrees to reimburse Owner for 30% of Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements plus interest at the Prime Rate. Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements shall include all study costs (not otherwise paid or reimbursed by others), permit fees, engineering fees, project management fees, insurance and bond premiums, improvements in the public right of way, dedication of private land (fair market value on date of dedication) in excess of the right-of-way required for the Moyle Avenue and State Highway 44 intersection described on Exhibit B-2, utility relocations, material and labor costs and cost or fees paid to ACHD or ITD associated with such improvements. Upon completion of the Moyle Signal and related improvements, Owner shall provide City with an accounting of its costs, including invoices, bids, work orders, cancelled checks or other supporting documentation. Unless City objects in writing to Owner's accounting of its costs within 30 days after receipt of Owner's accounting, Owner's accounting shall be deemed true and accurate. In the event City timely objects, City and Owner shall diligently and in good faith cooperate in the determination of Owner's costs and upon such determination shall confirm the same in writing.

(h) **South Moyle Extension to Calhoun Place.** Subject to approval from and as required by ACHD, which approval Owner agrees to seek diligently and in good faith, Owner agrees to construct road, curb, gutter and sidewalk improvements to realign and extend S. Moyle Ave. to Calhoun Place (the "**South Moyle Extension**"). Owner agrees to commence construction of the South Moyle Extension, and thereafter diligently pursue completion of the construction, on or before the date Owner must commence construction of the Moyle Signal pursuant to Section 2(g). When the land adjoining the Property seeks development approvals from the City, subject to the City's legal authority and in compliance with applicable law, City agrees to collect from each adjoining landowner a proportionate share to reimburse Owner for Owner's out-of-pocket cost to construct the South Moyle Extension plus interest at the Prime Rate, for a total of 50% of Owner's out-of-pocket cost plus accrued interest. City will pay to Owner the amounts collected by the preceding sentence on or before 30 days after collection by the City, until such time as Owner's reimbursement right is paid in full. Owner's out-of-pocket cost of the South Moyle Extension shall include all study costs (not otherwise paid or reimbursed by others), permit fees, engineering fees, project management fees, insurance and bond premiums, improvements in the public right of way, dedications of private land (fair market value on date of dedication), utility relocations, material and labor costs and cost or fees paid to ACHD associated with such improvements. Upon completion of the South Moyle Extension, Owner shall provide City with an accounting of its costs, including invoices, bids, work orders, cancelled checks or other supporting documentation. Unless City objects in writing to Owner's accounting of its costs within 30 days after receipt of Owner's accounting, Owner's accounting shall be deemed true and accurate. In the event City timely objects, Owner and City shall diligently and in good faith cooperate in the determination of Owner's cost and upon such determination shall confirm the same in writing.

(i) **Reimbursement by City.** The City, by and through its city council and mayor, finds the reimbursement requirements set forth in this Agreement are fair and the improvements described in Section 2(g) will fairly and proportionately benefit the community of Star, Idaho. City agrees to pay to Owner 60% of all fees collected by the City for future development (including, without limitation, the fees described in Section 2(j)) which may permissibly be used to reimburse Owner for all or any portion of Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements collected by the City from and after the Effective Date until such

time as City has paid in full the amount due Owner pursuant to Section 2(g) (other than the amount to be reimbursed pursuant to Star City Ordinance No. 285). City’s first payment from fees collected will be 30 days after the calendar quarter in which the City approves or is deemed to have approved Owner’s accounting for the improvements for which the reimbursement is sought and all subsequent payments will be paid on or before 30 days following the end of each calendar quarter thereafter, until such time as City has paid in full the amounts due Owner pursuant to Section 2(g) (other than the amount to be reimbursed pursuant to Star City Ordinance No. 285).

(j) **ITD Proportionate Share Contribution.** To compensate the City and the Idaho Transportation Department for roadway improvements not described in Sections 2(g) and 2(h) and as its proportionate share contribution to mitigate the impacts of the development permitted by this Agreement, upon the issuance of final plat (which platting may be done in phases) for all or any portion of the 264 dwelling lots newly authorized by this Agreement, Owner shall pay to City the sum of \$900 for each such dwelling lot created by such phase of the final plat (total of \$237,600). For the avoidance of doubt, the 24 platted commercial lots, one retirement home lot and one neighborhood business lot authorized by this Agreement are not dwelling lots for purposes of the preceding sentence. Once the fee is paid for a particular dwelling lot, subsequent re-plats of all or any portion of that particular dwelling lot shall not require payment of the \$900 proportionate share. Except for the proportionate share contribution and the improvements described in Sections 2(g) and 2(h), Owner shall have no obligation to construct, provide or contribute to public improvements to mitigate the impacts of the development permitted by this Agreement.

3. Development/Uses/Standards – Community Residential Parcels.

(a) **Development Acreage.** As to that portion of the Property shown on Exhibit D and more particularly described on Exhibit D-1, the “**Community Residential Parcels**,” Owner is allowed to develop the Community Residential Parcels as follows:

(i) **Zoning Classification:** The zoning classification shall be residential R-8 and L-O (residential approved through Conditional Use Permit CU-21-01) with a community center and/or retirement home.

(ii) Except as otherwise set forth in this Agreement, Owner shall comply with the city code of the city of Star, relating to residential development as to the dwelling lots and commercial development as to the retirement/community center lots, in effect on the date the City approves this application.

(iii) Up to 261 platted lots are permitted in the Community Residential Parcels, consisting of 259 dwelling lots (attached and/or detached dwellings), one (1) retirement home lot and one (1) neighborhood business lot.

(b) **Permitted Uses.** Within the Community Residential Parcels, the City hereby allows those uses designated as “A” or “P” in the R residential district as listed on Exhibit C. In addition to the designated allowed uses, the following Conditional Use are hereby approved: dwellings, including lofts, guesthouse/granny flat, single-family attached, single-family detached, two-family duplex and secondary dwellings; church or place of religious worship; arts, entertainment, recreation facility, including clubhouse and/or fitness center; events center, public

or private (indoor/outdoor); ice skating; swimming pool, commercial or public, including splash pad or water park; child care facility serving more than six (6) but no greater than twelve (12) and serving more than twelve (12) individuals; child care-preschool/early learning; retail store/retail services; restaurant; offices; retirement home; nursing or residential care facility; and healthcare and social services.

(c) **Design.**

(i) Internal driveway width shall not be less than 28’.

(ii) Setbacks.

(A) Townhouses/Patio Homes: Garage/street facing setbacks to be 4’ measured to face of curb. Side setbacks 0’ for zero-lot-lines, 5’ at end of building, 5’ at street measured to face of curb. Front setback 10’.

(B) All other setbacks to comply with the Star City Code Zoning Ordinance in effect as of the Effective Date.

(iii) All roads within the Community Residential Parcels will be private and are designated as fire lanes with no parking. Except as otherwise set forth in this Agreement, the private roads will comply with city code of the city of Star, Title 8, Chapter 4, Article D, Private Street Requirements in effect on the date the City approves this application. Ingress and egress may be controlled by gates or other access control measures. On-street parking will be prohibited except in designated parking stalls. Fire lane curbing will not be required to be painted red and “No Parking” signs will be placed throughout the development. The roads, gates or other access control measures will be owned and maintained by the owners/management association managing the Community Parcel. Maintenance, repair and replacement costs will be the sole responsibility of the owners/management association subject to reimbursement from the residents of the Community Parcel. Until such time as the building lots within the Community Parcel are owned by more than one person or entity, there shall be no requirement to fund a reserve account for the maintenance, repair or replacement of the private roads or to conduct a reserve study.

(iv) A public trail at least eight feet in width will be constructed providing a pathway connection east/west through the Property connecting to the pathway running north/south on property adjacent to the Property. The trail will be open to the public but access to the interior portions of the Community Parcel may be controlled through locked gates or other access control measures. The trail will be owned and maintained by the owners/management association managing the Community Parcel. Maintenance, repair and replacement costs will be the sole responsibility of the owners/management association subject to reimbursement from the residents of the Community Parcel.

(v) The maximum height of the retirement home structure is permitted to reach from 35’ to 38’-6”.

(vi) A minimum of 15% of the Community Parcel will be dedicated to open space including, but not limited to, the public trail, walkways, outdoor exercise stations, pond, creek, water features, outdoor benches/seating areas and landscaping.

(d) **Maintenance and Ownership Responsibilities.** Subject to the terms of this Agreement, Owner shall record legally binding documents that state the maintenance and ownership responsibilities for the management of the Community Parcel, including, but not limited to, structures, parking, common areas, and other development features, including a minimum of .5 - 2 foot-candle illumination in parking, lighted amenities and walkways adjacent to commercial buildings.

(e) **Gravel Extraction.** Gravel may be extracted for creation of water features and to raise/balance the site. Owner to obtain necessary permits for any excavation of water features. All other gravel extraction shall require a Conditional Use Permit.

4. **Provisions Applicable to Commercial Parcel and Community Parcel.** The following provisions are applicable to all parcels within the Property.

(a) **Changes and Modifications.** No material changes in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event Owner materially changes or expands the use permitted by this Agreement or fails, after written notice and opportunity to cure pursuant to Section 9(f), to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owner shall be in default of this Agreement. Changes to the preliminary plat, streets, roads, sidewalks, curbing, lots, lot lines, unit locations and/or zoning designations, including number of units (equal to or less than approved), size, location, boundaries or plat notes, shall be approved at City staff level and shall not require a public hearing.

(b) **Conditions, Bonding for Completion.** All conditions set forth herein shall be complied with or shall be bonded for completion by Owner before an Occupancy permit will be granted. Failure to comply, after written notice and opportunity to cure pursuant to Section 9(f), with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owner. Owner may be allowed to bond for certain conditions at one hundred and twenty percent (120%) of the estimated cost of completion pursuant to Star City Ordinances.

(c) **Applicable Code.** Except as otherwise set forth in this Agreement, all zoning uses, setbacks and construction requirements shall comply with the city code of the city of Star in effect on the date the City approves this application, unless city code is later amended in a less restrictive manner in which case the less restrictive provision will apply.

(d) **Allocation of Responsibilities and Reimbursements.** In the event the Property is owned by more than one owner, (i) the Owner responsible to construct the improvements described in Sections 2(g) and 2(h) shall be the fee title owner of the land on which the improvements are constructed (without regard to any related improvements in the public right-of-way); and (ii) the Owner entitled to the reimbursements described in Section 2(i) shall be the party (whether or not such party is an owner of all or any portion of the Property at the time the reimbursement is paid) that constructed the improvements for which the reimbursement is paid.

5. **Affidavit of Property Owner.** Owner shall provide an affidavit agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code section 67-

6511A and Star Zoning Ordinance and such affidavit is incorporated herein by reference.

6. **Default.** The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement, after written notice and opportunity to cure pursuant to Section 9(f), shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply, after written notice and opportunity to cure pursuant to Section 9(f), with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances and after written notice of default to Owner and after Owner has had an opportunity to cure pursuant to Section 9(f), determines that Owner remains in default of this Agreement, the Star City Council may terminate this Agreement and the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert to its prior zoning designation. All uses of such undeveloped property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, does hereby consent to a reversion of the undeveloped portions of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

7. **Unenforceable Provisions.** If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

8. **Assignment and Transfer.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Owner. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel. If any owner sells or transfers all or any portion of its interest in the Property, such owner shall, upon the sale and conveyance of title, be released and discharged from all of its obligations as owner in connection with the property sold by it arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title.

9. **General Matters.**

(a) **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67- 6509, as required by

Star City Ordinances, Title 8, Chapter 10 and as agreed upon by the property owner and the City of Star.

(b) **Paragraph Headings.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

(c) **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

(d) **Prime Rate.** For purposes of this Agreement, “**Prime Rate**” shall mean the rate which is one percentage point over the prime rate as reported in the Wall Street Journal, North American edition, as such rate fluctuates, on a fully floating basis. Any interest payable under this Agreement with reference to the Prime Rate shall begin on the date the City agrees or is deemed to agree to Owner’s accounting for the expenses giving rise to the interest obligation and continue to the date payment is made in full.

(e) **Notices.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below. If a notice must be given to a person other than one designated below, such notice shall be sent to the person and address shown on the then current real property tax rolls of Ada County.

Star:	City of Star Attn: City Clerk P.O. Box 130 Star, ID 83669
Owner:	Star River Development, LLC 855 S. Calhoun Pl. Star, ID 83669

(f) **Default.** A person shall be deemed to be in default of this Agreement only upon (i) the expiration of thirty (30) days from receipt of written notice from any party specifying the particulars in which such person has failed to perform the obligations of this Agreement, and (ii) failure by such person, prior to the expiration of said thirty (30) days, to rectify the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

(g) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling

or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades; national or regional emergency; pandemics, disease or health emergencies; or shortage of adequate power or telecommunications or transportation facilities. A party whose performance is affected by such an event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such event.

(h) **Attorney Fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

(i) **Exhibits.** Unless the context otherwise requires, references herein to sections, schedules, exhibits and words of similar import refer to the sections of, and schedules, exhibits and other documents attached to this Agreement and the same are integrated in and made a part of this Agreement.

(j) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this ____ day _____, 2022.

CITY OF STAR:

STAR RIVER DEVELOPMENT, LLC:

By: _____
Trevor A. Chadwick, Mayor

By: _____
Paul Larson, Manager

ATTEST: _____
Jacob Qualls, City Clerk

Date: _____

Date: _____

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on _____ by Paul Larson as the manager or a member of Star River Development, LLC.

Signature of notary public
My commission expires _____

Paul Larson
Date: 10/29/20
Job No.: 5717

**EXHIBIT "A"
EAST STAR RIVER RANCH
EXTERIOR BOUNDARY DESCRIPTION**

The following Describes a Parcel of Land being portion of the West 1/2 of Section 16, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, and more particularly described as follows:

COMMENCING at a found Aluminum Cap Marking the North 1/4 Corner of said Section 16; From which, the Northwest Corner of said Section 16 bears, North 89°32'13" West, 2,622.95 feet which is being Monumented with a found Brass Cap; Thence along the Easterly Boundary Line of the West 1/2 of said Section 16, South 00°46'55" West, 190.70 feet to a found 5/8" Iron Pin on the Southerly Right of Way Line of State Highway 44, the **POINT OF BEGINNING**:

Thence continuing along the Easterly Boundary Line of the West 1/2 of said Section 16, and also the Centerline or South Calhoun Place, and its Prolongation, South 00°46'55" West, 2895.22 feet to a found 5/8" Iron Pin;

Thence leaving said Easterly Boundary Line, and said Centerline Prolongation, North 87°56'04" West, 232.39 feet to a point;

Thence, South 89°05'32" West, 103.53 feet to a found 5/8" Iron Pin;

Thence, North 86°32'48" West, 150.38 feet to a found 5/8" Iron Pin;

Thence, South 86°55'38" West, 166.77 feet to a found 5/8" Iron Pin;

Thence, North 00°43'12" East, 2312.83 feet to a point on the Southerly Right of Way Line of West Wild Branch Street;

Thence along the Southerly Right of Way Line of West Wild Branch Street, North 89°20'25" West, 49.78 feet to a found 5/8" Iron Pin;

Thence leaving said Southerly Right of Way Line, South 00°41'42" West, 105.44 feet to a found 5/8" Iron Pin;

Thence, North 89°26'54" West, 604.96 feet to a found 5/8" Iron Pin;

Thence, North 00°39'26" East, 745.39 feet to a found Aluminum Cap on the Southerly Right of Way Line of State Highway 44;

Thence along said Southerly Right of Way Line, South 89°03'01" East, 99.55 feet to a found Aluminum Cap;

Thence continuing, South 00°27'57" West, 14.89 feet to a found Aluminum Cap;

Thence, South 89°06'13" East, 516.89 feet to a found Aluminum Cap;

Thence, North 75°32'50" East, 56.96 feet to a found Aluminum Cap;

Thence continuing, South 89°09'37" East, 325.09 feet to a found Aluminum Cap;

Thence continuing, South 79°56'02" East, 318.74 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 54.87 Acres, more or less.

SUBJECT TO:

The Westerly Right of Way of South Calhoun Place, the Right of Way of West Wild Branch Street and the Right of Way of South Moyle Avenue;

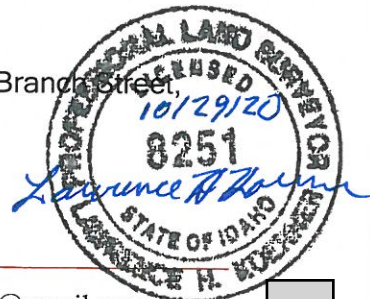


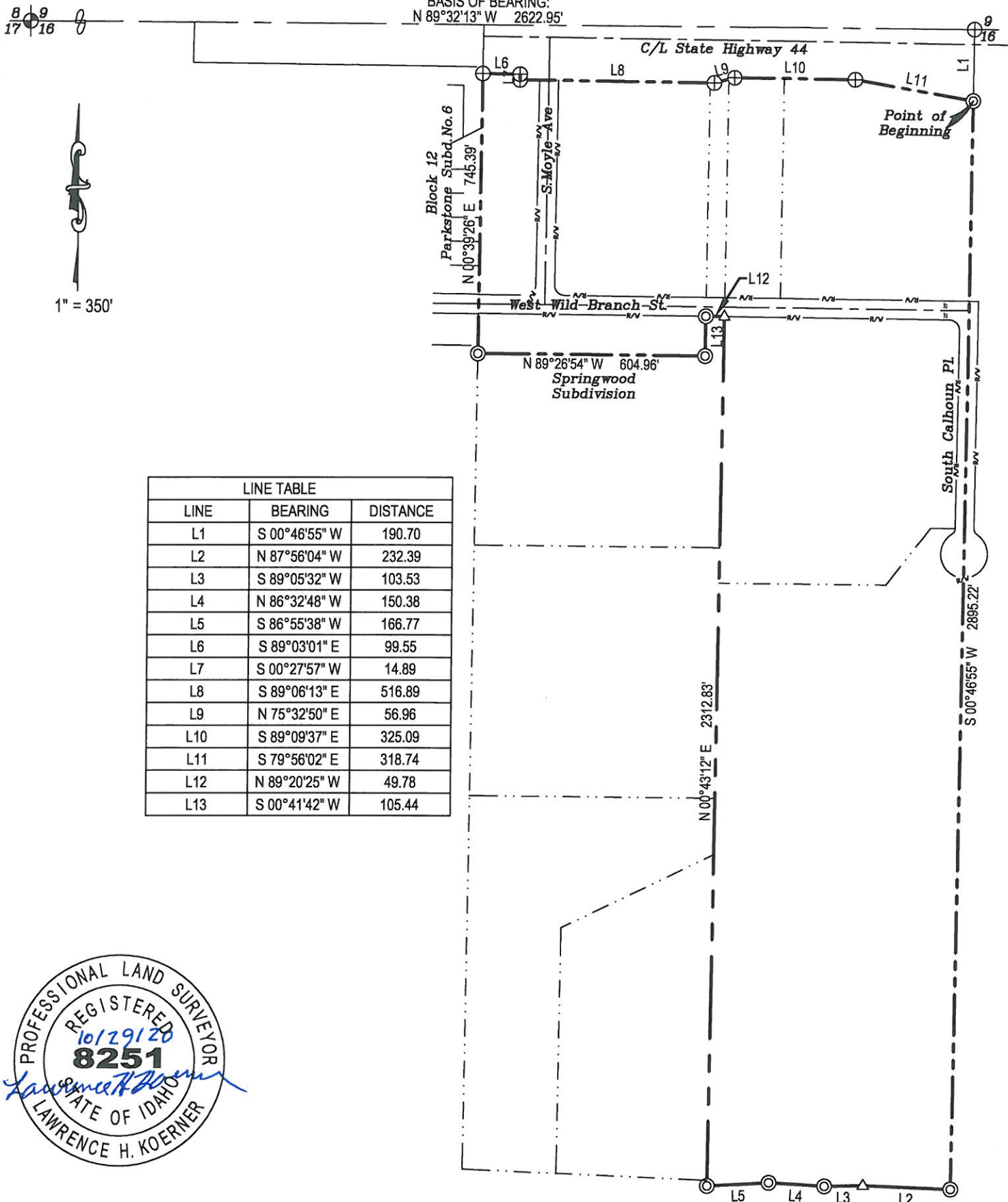
Exhibit A to Development Agreement - Continued

EAST STAR RIVER RANCH EXTERIOR BOUNDARY

Section 7, Item G.

A PARCEL OF LAND LYING IN THE W1/2 OF SECTION 16,
T.4N., R.1W., B.M., ADA COUNTY, IDAHO

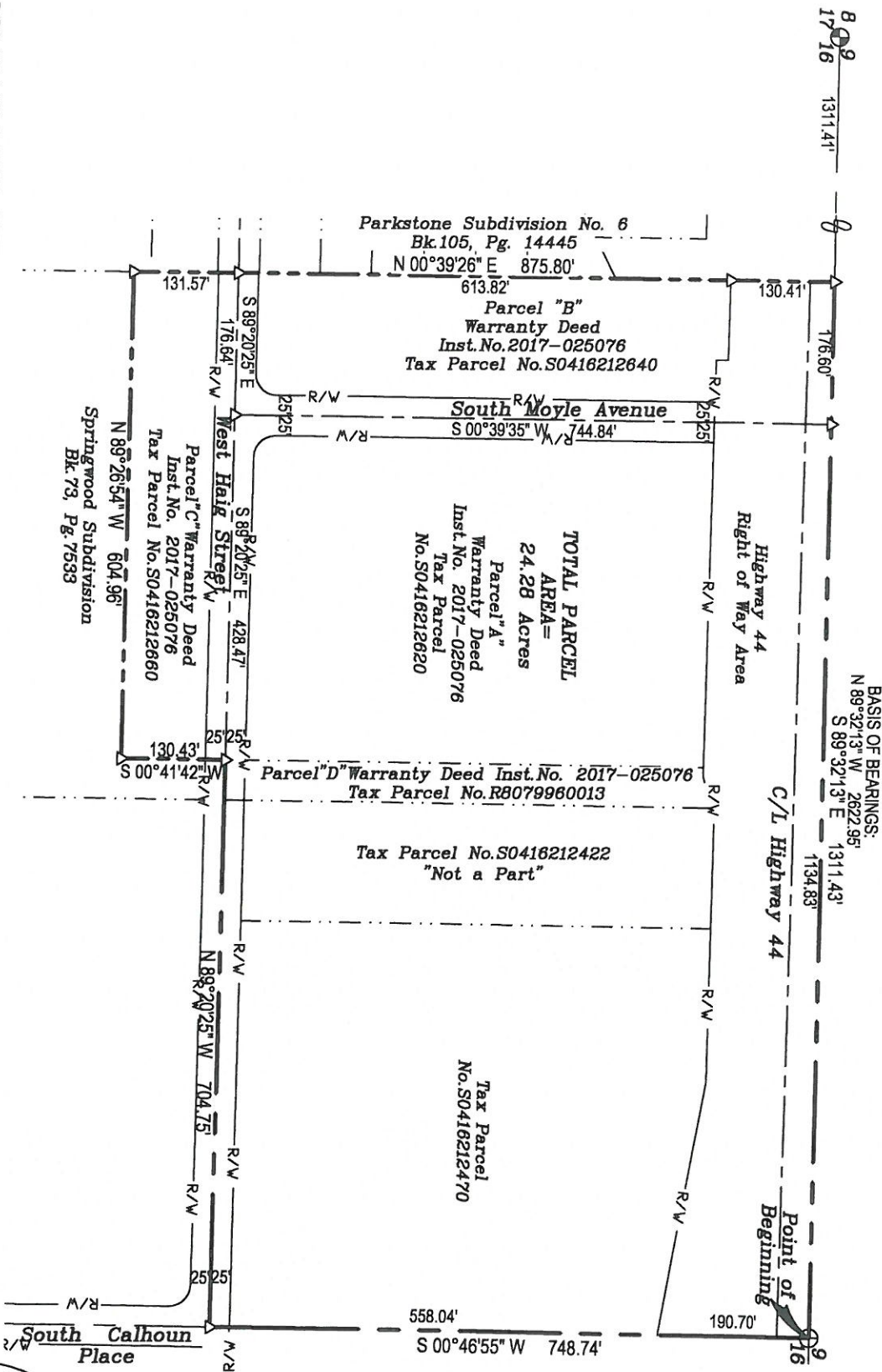
BASIS OF BEARING:
N 89°32'13" W 2622.95'



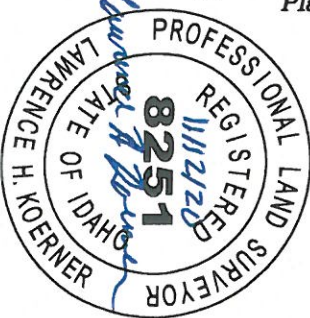
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°46'55" W	190.70
L2	N 87°56'04" W	232.39
L3	S 89°05'32" W	103.53
L4	N 86°32'48" W	150.38
L5	S 86°55'38" W	166.77
L6	S 89°03'01" E	99.55
L7	S 00°27'57" W	14.89
L8	S 89°06'13" E	516.89
L9	N 75°32'50" E	56.96
L10	S 89°09'37" E	325.09
L11	S 79°56'02" E	318.74
L12	N 89°20'25" W	49.78
L13	S 00°41'42" W	105.44



EXHIBIT "B"
CITY OF STAR C-2 REZONE
A PARCEL OF LAND LYING IN THE W1/2 OF SECTION 16,
T.4N, R.1W, B.M., ADA COUNTY, IDAHO



COMPASS LAND SURVEYING, PLLC
 623 11th Ave. South Nampa, ID 83651
 Office: (208) 442-0115 Fax: (208) 327-2106
 5717 TOPO 10/27/20
 SHEET 1 OF 1



Paul Larson
Date: 10/27/20
Job No.: 5717

Exhibit B-1 to Development Agreement
CITY OF STAR
C-2 REZONE DESCRIPTION

The following Describes a Parcel of Land being Tax Parcel No's. S0416212620, S0416212640, S0416212660, R8079960013, S0416212422 and S0416212470, the Right of Way of South Moyle Avenue, portions of the Right of Way of West Haig Street and State Highway 44 Right of Way lying in a portion of the West 1/2 of Section 16, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, and more particularly described as follows:

BEGINNING at a found Aluminum Cap Marking the North 1/4 Corner of said Section 16; From which, the Northwest Corner of said Section 16 bears, North 89°32'13" West, 2,622.95 feet which is being Monumented with a found Brass Cap;

Thence along the Easterly Boundary Line of the West 1/2 of said Section 16, South 00°46'55" West, 748.74 feet to a point on the Centerline of West Haig Street;

Thence leaving said Easterly Boundary Line, and along the Centerline of West Haig Street, North 89°20'25" West, 704.75 feet to a point being on the Prolongation of the Easterly Boundary Line of Tax Parcel No. S0416212660;

Thence leaving said Centerline, and along the Easterly Boundary Line of Tax Parcel No. S0416212660, and its Prolongation, South 00°41'42" West, 130.43 feet to the Southeast Corner of said Tax Parcel;

Thence leaving said Easterly Boundary Line, and its Prolongation, and along the Southerly Boundary Line of Tax Parcel No. S0416212660, North 89°26'54" West, 604.96 feet to the Southwest Corner of said Tax Parcel;

Thence leaving said Southerly Boundary Line, and along the Westerly Boundary Lines of Tax Parcel No's. S0416212660 & S0416212640, and their Prolongations, North 00°39'26" East, 875.80 feet to a point on the Northerly Boundary Line of the West 1/2 of said Section 16;

Thence leaving said Westerly Boundary Lines, and their Prolongations, and along the Northerly Boundary Line of the West 1/2 of said Section 16, South 89°32'13" East, 1311.43 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 24.28 Acres, more or less.



EXHIBIT B-2
STANDARDS FOR MOYLE AVE AND HWY 44 SIGNAL

Provide a 2 X 3 X 6 X 5 intersection configured as follows:

- two 12-foot-wide travel lanes on the north side of Moyle.
- three 12-foot-wide travel lanes on the south side of Moyle (one receiving lane, one dedicated left turn lane, and one thru/right lane on the south approach)
- Two eastbound and westbound thru lanes on SH-44 constructed to a width of 12-feet
- One 14ft-wide westbound left-turn lane on SH-44. Total length including taper = 1406ft
- One 14ft wide eastbound left turn lane on SH-44.
- One eastbound right turn lane. Total length = 570ft including taper
- Construct 8ft shoulders along SH-44 for any areas associated with pavement widening.

**EXHIBIT C
PERMITTED USES ON PROPERTY**

Use	A	R-R	R	CBD	C-1	C-2	L-O	LI	PS	MU
Accessory structure	A	A	A	C	A	A	A	A	A	C
Adult business/adult entertainment	N	N	N	N	N	N	N	C	N	N
Agriculture, forestry, fishing	P	P	N	N	N	N	N	N	N	N
Airport	C	N	N	N	N	N	N	C	N	N
Animal care facility ¹	P	C	N	C	P	P	P	P	N	C
Artist studio ¹	P	P	N	P	P	P	P	P	P	P
Arts, entertainment, recreation facility ¹	C	N	N	P	C	P	P	C	P	C
Asphalt plant ¹	N	N	N	N	N	N	N	C	N	N
Auction facility	N	N	N	N	N	C	N	C	N	C
Automated Teller Machine (ATM) ¹	N	N	N	A	A	A	A	A	A	A
Automotive hobby ¹	A	A	A	N	N	N	N	A	N	A
Automotive mechanical/electrical repair and maintenance	N	N	N	C	C	P	N	P	N	C
Bakery	N	N	N	P	P	P	P	P	N	C
Bar/tavern/lounge/drinking establishment	N	N	N	P	C	P	C	C	N	C
Barbershop/styling salon	N	N	N	P	P	P	P	N	N	P
Bed and breakfast	P	P	N	P	P	P	N	N	N	C
Beverage bottling plant	N	N	N	N	N	N	N	P	N	N
Boarding house	C	C	C	N	N	N	N	N	N	C
Brewery/Distillery	N	N	N	P	C	P	N	P	N	C
Brewpub/Wine Tasting	A	A	N	P	C	P	C	C	N	C
Building material, garden equipment and supplies	N	N	N	P	C	P	C	P	N	C
Campground/RV park ¹	C	N	N	N	N	N	N	N	N	C
Caretaker Unit ¹	A	A	A	N	A	A	N	N	A	A
Cement or clay products manufacturing	N	N	N	N	N	N	N	P	N	N
Cemetery ¹	C	C	N	N	N	N	N	N	P	N
Chemical manufacturing plant ¹	N	N	N	N	N	N	N	C	N	N
Child Care center (more than 12) ¹	N	C	N	C	C	C	C	N	N	C
Child Care family (6 or fewer) ¹	A	A	A	A	A	A	A	N	N	A
Child Care group (7-12) ¹	C	C	C	C	C	C	C	N	N	C
Child Care-Preschool/Early Learning ¹	N	C	C	C	C	C	C	N	N	C
Church or place of religious worship ¹	P	P	C	N	P	P	P	N	C	P
Civic, social or fraternal organizations	C	N	N	P	P	P	P	N	N	C
Concrete batch plant ¹	N	N	N	N	N	N	N	C	N	N

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

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

Processing plant	C	N	N	N	N	N	N	C	N	N
Professional offices	N	N	N	P	P	P	P	P	N	C
Public infrastructure; Public utility major, minor and yard1	C	C	C	C	C	C	C	C	C	C
Public utility yard	C	N	N	N	C	C	N	P	C	N
Recreational vehicle dump station	N	N	N	N	C	C	N	C	N	A
Recycling center	N	N	N	N	C	C	N	P	N	N
Research activities	A	N	N	P	P	P	P	P	N	C
Restaurant	N	N	N	P	C	P	P	C	N	C
Retail store/retail services	N	N	N	P	C	P	P	P	N	C
Retirement home	N	N	C	N	C	N	C	N	N	C
Salvage yard	N	N	N	N	N	N	N	C	N	N
Sand and gravel yard	C	N	N	N	N	N	N	P	N	N
Service building	C	N	N	P	P	P	N	P	N	C
Shooting range (Indoor/Outdoor)	C	N	N	C/N	C/N	C/N	N	C	N	C/N
Shopping center	N	N	N	P	C	P	N	N	N	C
Short Term Rentals1	A	A	A	A	N	N	N	N	N	A
Solid waste transfer station	N	N	N	N	N	N	N	C	N	N
Stable	P	P	C	N	N	N	N	C	N	C
Storage facility, outdoor (commercial)1	C	N	N	N	C	P	N	P	N	C
Storage facility, self-service (commercial)1	C	N	N	N	C	P	N	P	N	C
Swimming pool, commercial/public	N	N	N	P	P	P	P	P	P	P
Television station	N	N	N	N	N	C	N	C	N	C
Temporary living quarters1	P	P	C	N	N	N	N	N	N	N
Terminal, freight or truck1	N	N	N	N	N	C	N	P	N	N
Truck stop	N	N	N	N	N	C	N	P	N	C
Turf farm	P	P	N	N	N	N	N	N	C	N
Vehicle emission testing1	N	N	N	P	P	P	P	P	N	C
Vehicle impound yard1	N	N	N	N	N	N	N	P	N	N
Vehicle repair, major1	N	N	N	N	C	P	N	P	N	C
Vehicle repair, minor1	N	N	N	C	C	P	N	P	N	C
Vehicle sales or rental and service1	N	N	N	C	C	P	N	P	N	C
Vehicle washing facility1	N	N	N	C	C	P	N	P	N	C
Vehicle wrecking, junk or salvage yard1	N	N	N	N	N	N	N	C	N	N
Veterinarian office	P	C	N	P	P	P	P	P	N	C
Vineyard	P	P	N	N	N	N	N	C	N	C
Warehouse and storage	N	N	N	N	N	P	C	P	N	C
Wholesale sales	N	N	N	C	P	P	C	P	N	C
Winery	P	C	N	N	N	C	N	P	N	C
Wireless communication facility1	C	C	C	C	C	C	C	C	C	C
Woodworking shop	N	N	N	N	N	P	N	P	N	N

Exhibit D to Development Agreement

CITY OF STAR R-8 REZONE

A PARCEL OF LAND LYING IN THE W1/2 OF SECTION 16,
T.4N., R.1W., B.M., ADA COUNTY, IDAHO

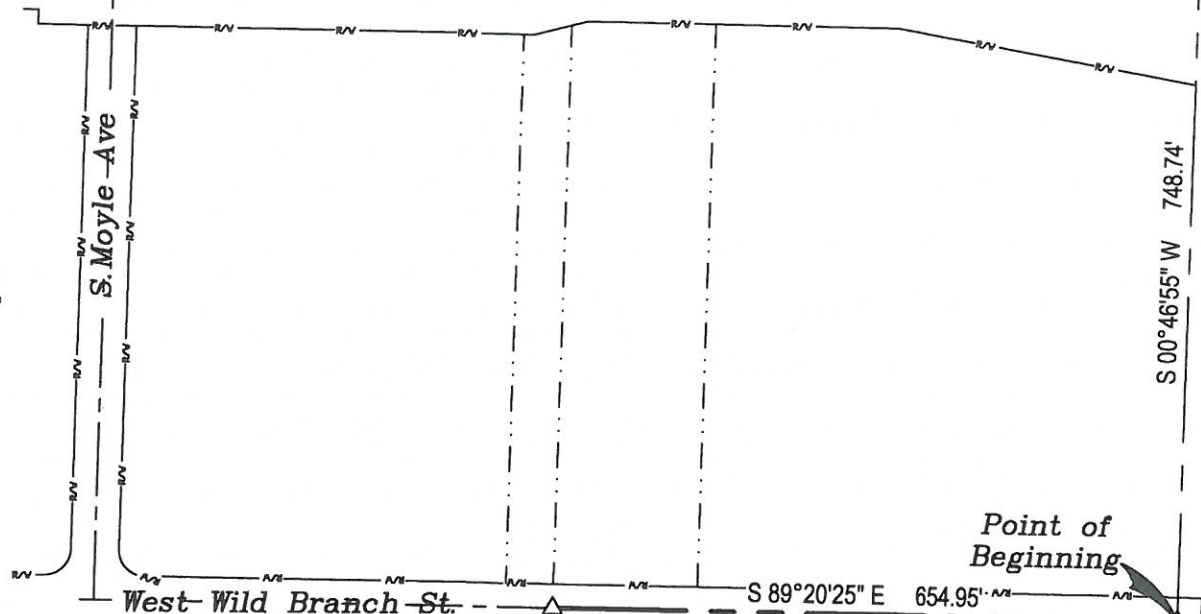
Section 7, Item G.

BASIS OF BEARING:
N 89°32'13" W 2622.95'

8
17
16

9
16

C/L State Highway 44



Springwood
Subdivision

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°31'13" W	90.52
L2	S 37°32'33" W	192.02



N 00°43'12" E 734.99'

South Calhoun Pl.
S 00°46'55" W 579.64'

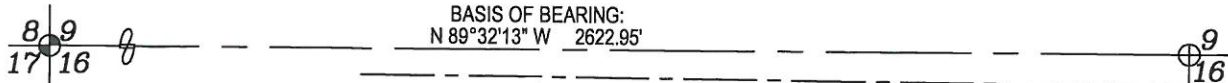
N 89°31'43" W 448.72'

Exhibit D to Development Agreement - Continued

Section 7, Item G.

CITY OF STAR R-8 REZONE

A PARCEL OF LAND LYING IN THE W1/2 OF SECTION 16, T.4N., R.1W., B.M., ADA COUNTY, IDAHO



C/L State Highway 44



Springwood Subdivision
Book 73, Page 7533

S 89°31'43" E 448.72'
The Lawrence-Kennedy
Lateral

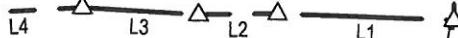
S. Calhoun Pl.
S 00°46'55" W 1328.38'

Area =
24.50 Acres

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°56'04" W	232.39
L2	S 89°05'32" W	103.53
L3	N 86°32'48" W	150.38
L4	S 86°55'38" W	166.77
L5	N 37°32'33" E	192.02
L6	S 89°31'13" E	90.52

N 00°43'12" E 1602.85'

S 00°46'55" W 1757.54'



←Boise River



623 11th Avenue South
Office: (208) 442-0115

Nampa, ID 83651
Fax: (208) 327-2106

COMPASS LAND SURVEYING, PLLC JN 571

Paul Larson
Date: 11/12/20
Job No.: 5717

Exhibit D-1 to Development Agreement

R-8 REZONE DESCRIPTION

The following Describes a Parcel of Land being portion of the West 1/2 of Section 16, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, and more particularly described as follows:

COMMENCING at a found Aluminum Cap Marking the North 1/4 Corner of said Section 16; From which, the Northwest Corner of said Section 16 bears, North 89°32'13" West, 2,622.95 feet which is being Monumented with a found Brass Cap; Thence along the Easterly Boundary Line of the West 1/2 of said Section 16, South 00°46'55" West, 748.74 feet to a point Marking the Intersection of West Wild Branch Street and South Calhoun Place, the **POINT OF BEGINNING**:

Thence continuing along the Easterly Boundary Line of the West 1/2 of said Section 16, and also the Centerline of South Calhoun Place, South 00°46'55" West, 579.64 feet to a point;

Thence leaving said Easterly Boundary Line, and said Centerline, North 89°31'13" West, 90.52 feet to a point;

Thence, South 37°32'33" West, 192.02 feet to a point;

Thence, North 89°31'43" West, 448.72 feet to a point;

Thence, North 00°43'12" East, 734.99 feet to a point on the Centerline of West Wild Branch Street;

Thence along said Centerline, South 89°20'25" East, 654.95 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 10.51 Acres, more or less.



Paul Larson
Date: 11/13/20
Job No.: 5717

Exhibit D-1 to Development Agreement - Continued

**CITY OF STAR
R-8 REZONE DESCRIPTION**

The following Describes a Parcel of Land being a portion of the West 1/2 of Section 16, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, and more particularly described as follows:

COMMENCING at a found Aluminum Cap Marking the North 1/4 Corner of said Section 16; From which, the Northwest Corner of said Section 16 bears, North 89°32'13" West, 2,622.95 feet which is being Monumented with a found Brass Cap; Thence along the Easterly Boundary Line of the West 1/2 of said Section 16, South 00°46'55" West, 1328.38 feet to the **POINT OF BEGINNING**:

Thence continuing along the Easterly Boundary Line of the West 1/2 of said Section 16, South 00°46'55" West, 1757.54 feet to a point;

Thence leaving said Easterly Boundary Line, North 87°56'04" West, 232.39 feet to a point;

Thence, South 89°05'32" West, 103.53 feet to a point;

Thence, North 86°32'48" West, 150.38 feet to a point;

Thence, South 86°55'38" West, 166.77 feet to a point;

Thence, North 00°43'12" East, 1602.85 feet to a point marking the Northwest Corner of Parcel "B";

Thence, South 89°31'43" East, 448.72 feet to a point;

Thence, North 37°32'33" East, 192.02 feet to a point;

Thence, South 89°31'13" East, 90.52 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 24.50 Acres, more or less.



Lease for Real Property Roseland Property

This lease, entered on the _____, 2022, by and between the West Ada School District (hereinafter referred to as the Lessor) and the City of Star (hereinafter referred to as the Lessor).

RECITALS

1. The Lessor is the owner of certain real property herein described, that is not presently needed for school purposes and the Lessor desires to lease such property.
2. Both Lessor and Lessee are governmental entities within the state of Idaho.
3. The Lessor, a governmental entity within the state of Idaho, desires to lease such property to provide for green open space and other such community goals, for the benefit of the community of the City of Star, including patrons and students of the Lessor.
4. The Lessor and Lessee desire to lease the property, in as-is condition, on the following terms and conditions.

AGREEMENT

1. **Term.** Lessor leases to Lessee that certain real property herein described for a term commencing on _____, 2022 and to thereafter terminate on _____, 2022, unless otherwise terminated or extended pursuant to the terms of this Agreement.
 - a. **Successor Term.** Thereafter, the parties may agree to a continuation of tenancy on an annual basis.
2. **Rent:** In consideration of the covenants and agreements herein contained, Lessee shall pay to Lessor the sum of one dollar (\$1.00) on the execution of this Agreement as Rent for the Initial Term of this Agreement.
 - a. **Successor Rent.** Should the parties continue tenancy on an annual basis, the annual \$1.00 to be paid at the conclusion of each annual 12-month anniversary date of the commencement of the annual tenancy and if the annual tenancy is terminated during the period of an annual year, no adjustment of the rent shall be required.
3. **Property Description.** The real property covered by this Lease is described as:

Roseland Property – Lot 1, Block 2 of Roselands Subdivision No. 1, according to the official plat thereof, filed in Book 105 of Plats at Page(s) 14322 through 14324, official records of Ada County, Idaho.

Such property is hereinafter referred to as the Roseland Property.

4. **Uses.** Except as otherwise provided below, the Lessee agrees to use the above premises solely for the purpose of open green space and for no other purposes without the written consent of the Lessor.
 - a. **Fixtures.** As the tenant of the Roseland Property, Lessee recognizes that any fixtures that Lessee places onto the property shall be of a nature which can be removed by the Lessee without damage or destruction to the real property.
 - i. Prior to the placement of any fixtures, the Lessee shall request written permission from the Lessor, which shall not be unreasonably withheld.
 - ii. Should the Lessee install water sprinkler lines and or a water sprinkler system, such shall remain with the property as a permanent fixture and shall not be removed at the time the Lessee vacates the property.
 - iii. At the conclusion of the period of tenancy the parties shall engage in a conference to address the removal of any fixtures that have been placed upon the property, including a timeline for removal.
5. **Maintenance, Utilities and Landscaping.** Any desired landscaping improvements, including but not limited to the possible inclusion of a water sprinkler system, sod/grass, trees/bushes/shrubs, sidewalks and any other land improvement will be at the sole cost and at the sole responsibility of the Lessee. Lessee shall be responsible for obtaining all governmental approvals, after obtaining written pre-approval for such actions from the Lessor, which shall not be unreasonably withheld. Lessee shall be responsible for the maintenance of all land improvements as addressed in this paragraph, including but not limited to utilities costs and personnel activities.
 - a. Lessee shall be responsible for removal of all waste on the property at its own expense. Lessee shall always keep and maintain the ground and appurtenances thereon in good condition and shall, at its own cost and expense, make all necessary repairs in and about the property.
6. **Liability and Indemnification.** Lessee shall indemnify and hold Lessor harmless from and against all claims, actions, proceedings, costs, damages and liabilities arising out of, connected with, or resulting out of the use of the premises by Lessee or any other individual.
7. **Termination.** This agreement may be terminated immediately by Lessor for breach of this agreement by Lessee. Either party may terminate this agreement by thirty (30) days written notice of termination to the other party.
8. **Time of Essence and Default.** Time and the strict and faithful performance of each of the conditions of this agreement are expressly made the essence of this agreement. If Lessee defaults in the payment of rent or defaults in keeping any of the other terms of this agreement, Lessor may terminate this agreement by written notice to Lessee and repossess the leased property. Upon a declaration of said default, Lessee agrees to voluntarily relinquish possession of the leased property to Lessor.
9. **Insurance.** The Lessee is responsible for obtaining and holding all applicable insurance associated with the possession and use of the property, including but not limited to a

public liability policy on the rental property for the term of this lease, with the Lessor named as an additional insured. Lessee agrees to provide Lessor with written proof of such insurance as a precondition to leasing the premises referred herein.

- 10. **Attorney Fees.** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination.
- 11. **Compliance with Laws.** Lessee shall comply with all federal, state and local laws, ordinances, rules, and regulations. If the attention of the Lessor is called to any such violation on the part of the Lessee or of any person employed or admitted to the leased premises by lessee, Lessee will immediately desist from and correct or cause to be corrected such violation.
- 12. **Disposal of Toxic Substances.** Lessee agrees to dispose of all toxic or hazardous substances used by Lessee in fulfilling this agreement in accordance with federal, state, local statues and regulations and further agrees to indemnify the Lessor from any liability resulting therefrom. Lessee shall not be responsible for any toxic or hazardous substances in existence on the property before Lessee takes possession.
- 13. **Assignment.** Lessee shall not assign this Lease Agreement without the prior, written consent of the Lessor nor allow any use of the leased premises other than as specified in the Lease Agreement.
- 14. **Failure to take possession.** If Lessee, being entitled to possession under this Lease Agreement, fails for any reason to take possession of or to use the leased premises, no rent refund shall be made and the full rent called for by this Lease Agreement, shall be payable to Lessee to Lessor, as liquidated damages, and not by way of penalty.
- 15. **Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.
- 16. **Modification.** Any modification of this Lease agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or authorized representative of each party.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and year first above written.

OWNER:

TENANT:

West Ada School District

City of Star, Idaho

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF STAR, ADA AND CANYON COUNTIES, IDAHO, AMENDING STAR CITY CODE TITLE 3, CHAPTER 1, ADDING A NEW SECTION 8 TO REGULATE CHRONIC NUISANCE PROPERTY; REPEALING AND REPLACING TITLE 2, CHAPTER 2B, SECTION 8, PROVIDING STANDARDS FOR THE DENIAL AND REVOCATION OF ALCOHOLIC BEVERAGE LICENSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Star desires to regulate certain real property that creates chronic nuisances to better protect, the health, safety, and welfare of the residents of the City; and

WHEREAS, in instances where an alcoholic beverage licensee is in violation of state or municipal laws or has become a chronic nuisance, the City desires to add additional resources to further protect City residents from health, safety and welfare concerns;

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Star:

Section 1: Title 3, Chapter 1 of the Star City Code is hereby amended to add a new Section 8 Chronic Nuisance Property, as follows:

3-1-8 CHRONIC NUISANCE PROPERTY:

A. Purpose: Chronic nuisance properties present grave health, safety and welfare concerns, and occur when the property owners or persons in charge of such properties have failed to take corrective action to abate the nuisance conditions. Chronic nuisance properties have a tremendous negative impact upon the quality of life, safety and health of the neighborhoods where they are located. Additionally, chronic nuisance properties are a financial burden to the city due to the repeated calls for service to the properties because of the nuisance activities that repeatedly occur or exist on such properties.

This section of the Star city code is a means to ameliorate those conditions by providing a process for abatement and hold responsible the owners or persons in charge of such properties. This remedy is not an exclusive remedy available under any state or local laws and may be used in conjunction with such other laws.

B. Chronic Nuisance Property Violation:

1. Any property within the city of Star which becomes chronic nuisance property is in violation of this section and subject to its remedies.

2. Any person who permits property under his or her ownership or control to be a chronic nuisance property shall be in violation of this section and subject to its remedies.

C. Definitions: For purposes of this section, the following words or phrases shall have the meanings prescribed below:

- ABATE:** To repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this section by such means and in such a manner and to such an extent as the applicable city department director or designee determines is necessary in the interest of the general health, safety and welfare of the community.
- CHRONIC NUISANCE PROPERTY:** Any property upon which three (3) or more of the below listed behaviors occur during any sixty (60) day period as a result of three (3) separate factual incidents that have been independently investigated by the Star police department.
- CONTROL:** The ability to regulate, restrain, dominate, counteract or govern property, or conduct that occurs on a property.
- NUISANCE ACTIVITY:** Means and includes:
1. Any nuisance as defined by Idaho Code or this code occurring around or near the property, or;
 2. Any of the following activities, behaviors or criminal conduct:
 - a. Any felony;
 - b. Domestic battery, Idaho Code section [18-918](#);
 - c. Stalking, Idaho Code section [18-7905](#);
 - d. Battery, Idaho Code section [18-903](#);
 - e. Assault, Idaho Code section [18-901](#);
 - f. Violation of a protection order, Idaho Code section [39-6312](#);
 - g. Violation of a no contact order, Idaho Code section [18-920](#);
 - h. Disturbing the peace, Idaho Code section [18-6409](#);
 - i. Refusal to disperse, Idaho Code section [18-6410](#);
 - j. Indecent exposure, Idaho Code section [18-4116](#);
 - k. Any firearms violation listed in Idaho Code sections [18-3301](#) through 3324;
 - l. Any drug related activity listed in Idaho Code sections [37-2701](#) through 2751;
 - m. False alarms, Idaho Code section [18-6711A](#);
 - n. Fighting, section [4-12-5](#) of this title;
 - o. Resisting and obstructing officers, Idaho Code section [18-705](#), and;

p. Any attempt to commit and/or conspiracy to commit any of the above activities, behaviors or conduct.

OWNER: Any person having any interest in the real estate in question, as indicated in the records of the office of the Ada or Canyon County assessor. "Owner" further means any tenant, renter or lessee, or any person, agent, firm, or corporation having a legal or equitable interest in a property.

PERSON: Natural person, joint venture, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, officer or employee of any of them.

PERSON ASSOCIATED WITH A PROPERTY: Any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit a property or a person present on property, including, without limitation, any officer, director, customer, agent, employee, or any independent contractor of a property, or a person in charge of or owner of a property.

PERSON IN CHARGE OF A PROPERTY: Any person, in actual or constructive possession of a property, including, but not limited to, an owner, occupant, agent, or property manager of a property under his or her control.

PREMISES AND PROPERTY: May be used by this section interchangeably and means any building, lot, parcel, dwelling, rental unit or units, real estate or land, or portion thereof, including property used as residential or commercial property.

RENTAL UNIT: Any structure or that part of a structure, including, but not limited to, single-family home, trailer, mobile home, room or apartment, which is rented to another and used as a home, residence, or sleeping place by one or more persons, or for commercial purposes.

D. Procedure:



- 1. When the chief of police, or his designee, receives police documentation confirming the occurrence of three (3) or more nuisance activities within a sixty (60) day period on the property, the chief of police, or his designee, may review such reports to determine whether they describe the nuisance activities enumerated above. For the purposes of this section, an arrest or conviction of an individual for the above described nuisance activities shall not be necessary to qualify said activity as a nuisance. Upon a finding of the occurrence of three or more nuisance activities within a sixty (60) day period on the property, the chief of police, or his designee, shall notify a property owner at the address

shown on the Ada or Canyon County assessor records and shall notify the person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.

2. The notice shall contain:

- a. The street address or a legal description sufficient for identification of the property;
- b. A concise description of the nuisance activities that exist, or that have occurred on the property;
- c. A demand that the owner or person in charge respond to the chief of police, or his designee, within fifteen (15) days of service of the notice to discuss the nuisance activities and create a plan to abate the chronic nuisance;
- d. Offer the person in charge an opportunity to abate the nuisance activities giving rise to the violation; and
- e. A statement describing that if legal action is sought, the property could be subject to closure, civil penalties and costs assessed up to one hundred dollars (\$100.00) per day after the notice of the chronic nuisance property is received.

3. Such notice shall be either: a) personally served; or b) delivered by first class mail to the person in charge of the property, with a copy mailed to the owner at the address indicated by the Ada or Canyon County assessor, if different than the person in charge of the property.

4. If the person in charge fails to respond to the notice within the time prescribed, the chief of police, or his designee, shall post such notice at the property. If the person in charge fails to respond to the notice of chronic nuisance, the matter shall be referred to legal counsel for further action.

5. If the person in charge responds as required by the notice and agrees to abate the nuisance activity, the chief of police, or his designee, and the person in charge and/or property owner, may work out an agreed upon course of action which would abate the nuisance activity. If an agreed course of action does not result in the abatement of the nuisance activities or if no agreement concerning abatement is reached, the matter shall be forwarded to legal counsel for enforcement action.

6. It is a defense to an action for chronic nuisance property that the person in charge at all material times could not, in the exercise of reasonable care or diligence, determine that the property had become chronic nuisance property, or could not in spite of the exercise of reasonable care and diligence, control the conduct leading to the determination that the property is chronic nuisance property.

E. Commencement Of Action; Enforcement:

1. Once the matter is referred to legal counsel, legal counsel shall immediately review and make a determination whether to initiate legal action authorized under this section or state statute, or may seek alternative forms of abatement of the nuisance activity. Legal counsel may initiate legal action on the chronic nuisance property and seek civil penalties and costs in district court for the abatement of the nuisance.

2. In determining whether a property shall be deemed a chronic nuisance property and subject to the court's jurisdiction, the city shall have the initial burden of proof to show by a preponderance of the evidence that the property is a chronic nuisance property. The city may submit official police reports and other affidavits outlining the information that led to the investigation of nuisance activities occurring or existing at the property. The failure to prosecute an individual, or the fact no one has been convicted of a crime is not a defense to a chronic nuisance action.

3. Once a district court determines the property to be a chronic nuisance under this section the court may impose a civil penalty against any or all of the persons in charge of the property and/or the owner of the property, and may order any other relief deemed appropriate. A civil penalty may be assessed for up to one hundred dollars (\$100.00) per day for each day the nuisance activity continues to occur following the date of the original notice by the chief of police, or his designee, as described above. In assessing the civil penalty, the court may consider the following factors, citing to those found applicable:

- a. The actions taken by the person in charge and/or owner to mitigate or correct the nuisance activity;
- b. The financial condition of the persons in charge;
- c. The repeated or continuous nature of the nuisance activity;
- d. The cost to the city of investigating and correcting or attempting to correct the condition;
- e. The statements of the neighbors or those affected by the nuisance activity; and
- f. Any other factor deemed relevant by the court.

4. The district court which determines the property to be a chronic nuisance property shall also assess costs against the person in charge and/or owner in the amount it costs the city to abate, or attempt to abate, the nuisance activity.

5. If the district court determines the property to be a chronic nuisance property, the district court may order the property closed and secured against all unauthorized access, use and occupancy for a period up to six (6) months, and may impose a civil penalty and costs.

6. Once a determination has been made by the district court that the chronic nuisance property shall be subject to closure, the court may authorize the city to physically secure the premises and initiate such closure. Costs for such closure shall be submitted to the court for review. Any civil penalty and/or costs awarded to the city may be filed with the city treasurer, who shall cause the same to be filed as a lien on the property with the Ada or Canyon County assessor.

7. The district court shall retain jurisdiction during any period of closure or abatement of the property.

Section 2: Title 2, Chapter 2B, Section 8 of the Star City Code “Revocation of License” is hereby repealed and replaced as follows:

2-2B-8. Denials of license applications and revocations of licenses.

- A. Denial of a license application. The mayor and council may deny a license application for fraud and misrepresentation in its procurement; for a violation of the laws of the United States, State of Idaho, or City of Star regulating the sale of alcoholic beverages; for a violation of any of the provisions of this chapter; and for any conduct or act of the licensee or any employees, or any conduct or acts permitted by him or them on the premises where such business is conducted, tending to render such business or premises as a public nuisance or a menace to the health, peace, safety or general welfare of the city.

Further, the mayor and council may deny a license application for a licensee having accumulated at least three points against their license in the prior year. Renewal of such licenses may only be granted by the city council after a public hearing at which the licensee or license applicant appears in person to provide testimony to demonstrate that procedures have been put in place to avoid and reduce future violations. Licenses without the assignment of at least three points may be renewed by consent agenda through the city council.

When the mayor and council deny a license, they shall specify, in writing, the statutes, ordinances and standards used in evaluating the application, the reasons for denial, and the actions, if any, that the applicant could take to obtain the license, transfer, or renewal. The foregoing shall be provided the applicant, in writing, within 30 days of a decision to deny an application.

- B. Revocation of an existing license. Notwithstanding any other provision of this Code to the contrary, any license issued under this Title 2, Chapter 2B, of the Star City Code, may be revoked or suspended by the City of Star pursuant to the following Alcoholic License Point System (ALPS):
1. General provisions.
 - a. Under the Alcoholic License Point System, licensee misconduct and the failure to exercise proper controls over an establishment licensed to sell liquor, beer, and/or wine, by the drink may result in a revocation or suspension of said license based

- upon accumulated "points" assigned to a licensee for said misconduct and failures to exercise proper control. The provisions of ALPS provide licensees in the City of Star with a clear description of what circumstances will result in a point being assigned to their license, the numbers of accumulated points that will result in certain consequences for the licensee, and the procedures and process for point allocations, hearings, and appeals.
- b. Licensee responsible for conduct of employees. License violations which occur due to the conduct of an employee or agent of a licensee shall be imputed to the licensee. Any points assessed for a license violation by an employee or agent of a licensee shall be assessed against the licensee's liquor license.
 - c. Licensee responsible for failure to exercise proper control. License violations which occur due to the failure of the licensee or its employees or agents to exercise proper control over the licensed premises shall be imputed to the licensee. Failure to exercise proper control shall mean acts or omissions which a reasonable person would believe would result in a license violation, and which result in a license violation, as defined herein.
 - d. Burden of proof, liability. Points may only be assessed against a license when the city determines, by a preponderance of the evidence, that a licensee or an employee or agent of a licensee, committed a license violation. Points may be assessed against a license even if the individual who performed the action or conduct that constituted the license violation was not convicted of committing a crime.
2. License point violations. A license violation can occur on the licensed premises, in the parking lot for the premises, or in an adjacent area under the control of the licensee. License violations may result in the assessment of points against a liquor, beer, or wine license. If a single incident or occurrence would constitute multiple license violations as listed below, each license violation shall be assessed points according to the schedule below and combined into a total score for that incident. The committee has discretion to assess points within the range corresponding to the particular violation set forth below. For the purposes of this section, license violations and applicable points shall include the following:
- a. Training. Failure of a licensee, its officers, managers, employees and agents to undergo training as may be required by this section. .5 to 1 Point.
 - b. Probation violation. A license violation arising during a probationary period, as applied to a licensee in this code. .5 to 2.0 Points.
 - c. Alcohol regulations. Any action or conduct which violates any provision of federal, state, or local law with respect to the manufacture, sale, distribution, solicitation, or use of alcoholic beverages. .5 to 2.0 Points.
 - d. Homicides. Any homicide offense under Idaho Code Title 18, Chapter 40. 6.5 Points.
 - e. Weapons. Any action or conduct which violates any provision of Idaho Code Title 18, Chapter 33. 1.0 to 4.0 Points.
 - f. Controlled substances. Any action or conduct which violates any provision of Idaho Code Title 37, Chapter 27. 1.0 to 3.5 Points.
 - g. Prostitution. Any action or conduct which violates any provision of Idaho Code Title 18, Chapter 56. 4.0 to 6.5 Points.

- h. Human trafficking. Any action or conduct which violates any provision of Idaho Code Title 18, Chapter 86. 4.0 to 6.5 Points.
 - i. Gambling. Any action or conduct which violates any provision of Idaho Code Title 18, Chapter 38. .5 to 2.0 Points.
 - j. Assault and battery. Any action or conduct which constitutes assault or battery actions and violates any provision of Idaho Code Title 18, Chapter 9. 1.0 to 3.5 Points.
 - k. Sex crimes. Any action or conduct which violates any provision of Idaho Code Title 18, Chapters 15 and 66. 6.5 Points.
 - l. Occupancy. Exceeding occupancy load for the premises as stated on the occupant load limit sign posted in the premises or failing to post the occupant load limit sign for the premises in a conspicuous place near the main exit or exit access doorway of the premises. .5 to 2.0 Points.
 - m. Open containers. Allowing a person to exit the licensed premises while possessing an open container of alcoholic beverage. .5 to 1.5 Points.
 - n. Right-of-way encroachment. The licensee violates any provision of a right-of-way encroachment license. .5 to 1.5 Point.
 - o. Hours of operation. The licensee violates hours of operation as defined in Star City Code. .5 to 1.5 Points.
 - p. Chronic Nuisance Property. The licensee is determined to be a chronic nuisance property, as defined in 3-1-8, Star Code Code. 5. to 2.0 points.
 - g. Property maintenance. The licensee violates the International Property Maintenance Code, as adopted by Star City Code. .5 to 1.5 Point.
 - r. General violations. All other violations of law or the City Code. .5 to 3.5 Points.
 - s. Site specific DUI. A patron of a licensee that receives a DUI in Star City limits immediately following his/her leaving the licensed premises, and under facts and circumstances that give law enforcement credible evidence that the cause of the DUI was alcohol consumed from the licensed premises. 1.0—4.0 Points.
3. Accumulated point classifications.
 - a. Minor: .5 to 3 Points.
 - b. Significant: 3.5 to 7.5 Points.
 - c. Major: 8.0 Points and above.
 4. Duration of accumulated points. Each assessment of points pursuant to this chapter shall remain on the licensee's record with the city for a period of 12 months following the date of assessment.
 5. License violation review procedures. Notification of the point system as stated herein, and a copy of this section, will be provided to each licensee by the city clerk upon the issuance of a license.
 - a. Alcohol review committee (ARC). A committee consisting of the chief of police or his/her designee, city clerk or his/her designee, chief of staff or his/her designee, building official or his/her designee, and planning and zoning director or his/her designee. This committee shall constitute the alcohol review committee (Committee), which Committee shall be responsible for administering the provisions of the ALPS. The chief of police shall be the chair of the committee and shall

- schedule and conduct meetings of the committee upon notification that a license violation has occurred requiring committee action. The committee shall abide by the applicable provisions of the Idaho Open Meeting laws.
- b. The ARC shall meet monthly for the purpose of reviewing any new incident report of an alleged violation of this chapter by a licensee. At each meeting the committee shall review the written incident report provided to the committee by the chief of police and the committee shall determine from the content of that report whether there is a factual basis to conclude that a prohibited act as set forth in section 5-12-17(II)(B) has occurred.
 - i. If the ARC determines that there is not a factual basis to believe that a licensee or an employee or agent of a licensee committed a license violation, the city clerk will notify the licensee that the committee will take no further action with respect to that incident. The city clerk within five business days send by certified mail a copy of the Incident report to the licensee, along with written notice of the committee's determination. The incident report shall be considered closed with no further action.
 - ii. If the ARC determines that there is a factual basis to believe that a licensee or an employee or agent of a licensee committed a license violation, the committee shall assess points against the license of the licensee in accordance with this section. The city clerk within five business days of that determination and assessment shall have a Star Police Department designee hand deliver a copy of the incident report to the licensee. If that cannot be accomplished within the five-day period the city clerk shall instead send a copy to the licensee by certified mail along with a notification of the points assessed against the applicable liquor license for each violation, and any previous points assessed which have not yet expired. The committee may also provide written notice of the assessment to the Idaho State Police, Alcohol Beverage Control.
 - c. Point assessment outcome. When the cumulative points assigned to a liquor license reach the minor, significant, or major levels, the committee shall determine what penalties and remedies will be assessed against a licensee.
 - i. When points assigned to a liquor license, combined with any points previously assessed which have not yet expired, reach the minor category, the ARC may place the licensee on probationary status for a period not to exceed six months. However, for any point assessment that would otherwise bring a licensee into the minor category, the committee may in its discretion and in lieu of the assessment of points for the current violation, allow the licensee and its employees to complete specialized liquor law enforcement training offered by the City of Star Police Department and/or the Idaho State Police.
 - ii. When points assigned to a liquor license combined with any points previously assessed which have not yet expired, reach the significant category, the committee may require licensees and employees to complete the specialized training, may suspend the license for a period not to exceed 30 days, and/or place a licensee on probationary status for a period not to exceed one year.

- iii. When points assigned to a liquor license combined with any points previously assessed which have not yet expired, reach the major category, the committee may put forth a recommendation to city council to suspend or revoke the license. The city council shall only elect to suspend or revoke a liquor license after conducting a hearing pursuant to subsection 5-12-17(II)(F).
- iv. In making a determination as to the appropriate penalty or remedy to be imposed on a licensee, the committee or council may consider all circumstances related to the underlying license violation.
- v. Any action or decision of the committee shall be effective 14 calendar days after the city clerk has sent by certified mail the incident report and assessment of points to the licensee, unless a timely appeal is filed in which case any consequence is tolled during the pendency of the appeal.
- d. Appeals. A licensee may appeal a license violation determination by submitting a written appeal to the city clerk within 14 calendar days of the personal service of the notice upon the licensee, or from the date the city clerk mailed the notification of the incident report and assessment of points, whichever occurs first.
- e. The appeal will be heard by the city council, which hearing shall be conducted pursuant to the hearing procedure under section 2-2B-8(B)(6), below. A written appeal must contain detailed facts, and be based upon, either of the following two reasons:
 - i. Specific new factual evidence that was not included within the incident report.
 - ii. A procedural error regarding the committee assessment process.
- 6. Hearing procedures.
 - a. The council, upon receiving a written appeal for a license violation determination, or a suspension/revocation recommendation, shall conduct a hearing within 30 days of receipt of the appeal. The notice of the hearing date and time shall be served upon the licensee by leaving a copy at the licensed premises or by the city clerk mailing the notice by certified mail to the licensee at the licensed premises.
 - b. The appellant/licensee may appear in person, and may appear with legal counsel, to present their position. Although the hearing will be conducted in an informal manner, the hearing will be recorded as part of the city council's normal public hearing process. The mayor shall preside over the hearing. The rules of evidence shall not apply, except the mayor may exclude evidence which is irrelevant or repetitious.
 - c. As a supplement to appeal documents provided pursuant to Star City Code, above, each party is entitled to ten minutes to present their position, starting with the representative from the alcohol review committee, followed by the appellant. Any new documentation provided by either party at the hearing will become a part of the record. The council may ask questions of either party, but the parties will not ask questions of each other or of the council.
 - d. At the end of each side's ten-minute presentation the council shall deliberate and vote to either (i) affirm the decision of the ARC, (ii) overturn it, or (iii) make any alteration to either the assessment of points, or to the consequences imposed for

- such assessment, as the council deems appropriate in light of all evidence and circumstances presented.
- e. The council shall make written findings of fact and conclusions of law within 60 calendar days of the hearing. Such findings shall be based upon competent and substantial evidence contained in the hearing record as a whole.
 - f. A copy of the council decision, findings of fact, and conclusions of law shall be delivered by the city clerk to the licensee by certified mail. Any revocation/suspension imposed by said written finding of facts and conclusion of law shall be effective on the date set forth within the decision.

Section 3: This ordinance, or a summary thereof as allowed pursuant to Idaho Code, shall be published within 30 days. The ordinance shall become effective upon its passage, approval and publication.

The ordinance is hereby adopted on this ____ day of _____, 2022.

Trevor Chadwick, Mayor

ATTEST

Jacob Qualls, City Clerk