



CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho
Tuesday, April 05, 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** – Brian Howard – The Cause Church
3. **ROLL CALL**
4. **PRESENTATIONS:**
 - A. **Ada County Assessor's Office Presentation - Mr. McQuade**
5. **CONSENT AGENDA (ACTION ITEM)** **All matters listed within the Consent Agenda have been distributed to each member of the Star City Council for reading and study, they are considered to be routine and will be enacted by one motion of the Consent Agenda or placed on the Regular Agenda by request.*
 - A. **Approval of Claims** Provided & Previously Paid
 - B. **Final Plat:** Riverpark Estates Subdivision (FP-21-35)
 - C. **Final Plat:** Breitenbach Ridge Subdivision (FP-22-03)
6. **ACTION ITEMS:**
 - A. **Parks, Art & Beautification Committee Appointments:** The Parks, Art & Beautification Committee would like to have Cecile Porter and Claudia Sanders appointed to the Committee (**Action Item(s)**)
 - B. **Resolution #001-2022 Adoption of South of the River Plan Subarea Plan:** A resolution adopting the SOTR Subarea Plan into the Star Comprehensive Plan (**ACTION ITEM**)
 - C. **Findings of Fact - Langtree Bungalows Subdivision Amendment (AZ-21-11 / DA-21-16 / PP21-15 / PR-21-08):** Amending previously approved Findings of Fact on February 15, 2022 (**ACTION ITEM**)
 - D. **Request for Reconsideration:** Langtree Bungalows Subdivision (AC-21-11 / DA-21-16 / PP-21-15 / PR21-08) - Staff has received a request for Reconsideration for the Council Decision on January 18, 2022 approving the applications for Langtree Bungalows Subdivision. Since receiving this request, the applicant and neighbors have reached an agreement on additional conditions of approval and staff is recommending the City Council amend the original Findings of Fact to reflect these agreed upon terms. If the Council approves the amended Findings at the beginning of this meeting, the neighbors will withdraw their request for reconsideration. (**ACTION ITEM**)
 - E. **Ordinance 358-2022: Inspirado Subdivision Annexation & Development Agreement (DA-21-11):** AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED ON THE NORTHEAST CORNER OF N. STAR ROAD AND W. CHINDEN BLVD, IN STAR, IDAHO (ADA COUNTY PARCELS S0420336300; S0420336500; S0420315200; S0420428200; S0420325800; S0420325855), AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY ANTONOV STAR HOLDING LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL-PLANNED UNIT DEVELOPMENT WITH A DEVELOPMENT AGREEMENT (R-3-PUD-DA) OF APPROXIMATELY 124 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 359-2022 Starpointe Subdivision Annexation & Development Agreement (DA-21-09):** AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 6825 N. STAR ROAD IN STAR, IDAHO (ADA COUNTY PARCELS S0419428100, S0418417750 & S041942805), AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY W WEST DEVELOPMENT LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 29 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**)
 - G. **Ordinance 360-2022: Oaklawn Crossing Subdivision Annexation & Development Agreement (DA-21-10):** AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 8005 W. JOPLIN

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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ROAD IN STAR, IDAHO (ADA COUNTY PARCEL S0419417200), AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY PINNACLE LAND DEVELOPMENT LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-4-DA) AND MIXED USE WITH A DEVELOPMENT AGREEMENT (MU-DA) OF APPROXIMATELY 25.87 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. **Ordinance 364-2022: Springtree Estates Subdivision Annexation & Development Agreement (DA-21-24):** AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 9220 W BEACON LIGHT ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL S0333334020) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY RIVER BIRCH INVESTMENTS LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 5.07 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)**

I. **Ordinance 365-2022: Kirshner-Dill Annexation & Development Agreement (DA-21-23):** AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 2689 N. BRANDON ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL R7626810020) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY KAREN KIRSHNER-DILL; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-1-DA) OF APPROXIMATELY 10.9 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)**

J. **Ordinance 367-2022: Iron Mountain Vista Subdivision & Development Agreement (DA-21-21):** AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED ON W. FLOATING FEATHER ROAD, IN STAR, IDAHO (ADA COUNTY PARCELS R9545740040 & R9545740050) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY TBC LAND HOLDING LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 16.46 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)**

7. PUBLIC HEARINGS with ACTION ITEMS:

A. **Public Hearing: Life Spring Church Conditional Use Permit (CUP-22-02)** - The Star City Council will hold a public hearing to hear testimony on a Conditional Use Permit to add a temporary modular classroom to their existing church facility at 174 North Star Road in Star Idaho. Oral testimony may be offered at the hearing. Written testimony may be received up to the time of or at the hearing.

8. ADJOURNMENT



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

Land Use Public Hearing Process

Public signs up to speak at the public hearing

Mayor Opens the Public Hearing

Mayor asks council if there is any Ex Parte Contact

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

Council can ask the applicant questions and staff questions

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

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

Applicant rebuttal (**10 minutes**)

Council can ask the applicant and staff questions

Mayor closes the public hearing

Council deliberates

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

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

Thank you for your participation.

Mayor Trevor Chadwick

FUTURE MEETING TOPICS – INFORMATIONAL PURPOSES ONLY

* ... Over spent expenditure

Claim/	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
150	March 17,	231	DANA PARTRIDGE Services February 19 -	4,963.04 4,963.04*			10	41140	351			10110
			Total for Vendor:	4,963.04								
152	45532	03/17/22	IDAHO INFLATABLES Inflatables for Hometown Celeb	2,374.50 2,374.50			10	41810	597			10110
			Total for Vendor:	2,374.50								
154	03/14/22	1033	KRISTIN BENNETT Refund Soccer Registration	55.00 55.00			10	44021	698			10110
			Total for Vendor:	55.00								
153	50% Deposit on Pandemic times	647	NEURILINK System for Council Chambers to increase Transparency during	23,660.24			10	45110	812			10110
			Total for Vendor:	23,660.24								
151	7190	03/14/22	Pens	102.19 30.94			10	41810	611			10110
	7188	03/14/22	Mouse pad, pens, highlighters	71.25			10	41810	611			10110
			Total for Vendor:	102.19								
155	Monthly	818	STAR STORAGE LLC Storage Unit Rental Monthly	80.00 80.00*			10	44022	443			10110
			Total for Vendor:	80.00								
156	Contract	820	STAR VETERINARY CLINIC Animal Control	1,400.00 1,400.00			10	42150	364			10110
			Total for Vendor:	1,400.00								
			# of Claims	7								
			Total:	32,634.97								

Fund/Account	Amount
10 General	
10110 ICCU GEN CHECKING #3766	\$32,634.97
Total:	\$32,634.97

03/18/22
15:49:30

CITY OF STAR
Claim Approval Signature Page
For the Accounting Period: 3 / 22

Page: 3 of 3
Report ID: AP100A

Trevor Chadwick _____

David Hershey _____

Kevan Wheelock _____

Jennifer Salmons _____

Kevin Neilsen _____

Approval Date: MARCH 15, 2022

Date Paid: _____

Clerk / Treasurer Office: _____

* ... Over spent expenditure

Claim/	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
164			207 COMPUTER CONSULTING ASSOCIATES	4,406.32								
	3936	02/27/22	Online Backup - February	358.51*			10		41810	610		10110
	3936	02/27/22	NINJA RMM	161.00*			10		41810	610		10110
	3936	02/27/22	Data & Account Management	325.00*			10		41810	610		10110
	3936	02/27/22	B&G/ Rec/P&Z/Voice Mail	275.00*			10		41810	610		10110
	3936	02/27/22	P&Z - Engineer	200.00*			10		41810	610		10110
	3936	02/27/22	VM Licensing issues	125.00*			10		41810	610		10110
	3936	02/27/22	Quotes (Ron/Police) trouble BD	275.00*			10		41810	610		10110
	3936	02/27/22	Ordering	425.00*			10		41810	610		10110
	3936	02/27/22	Police Department Monitors	894.00*			10		42010	610		10110
	3936	02/27/22	Engineer Montior	415.38*			10		41510	610		10110
	3936	02/27/22	Sports Toughbook	677.43*			10		44021	610		10110
	3936	02/27/22	B&G Tech help	125.00*			10		41540	610		10110
	3936	02/27/22	BD, Front office, Eng, Mayor E	150.00*			10		41810	610		10110
			Total for Vendor:	4,406.32								
166			339 GRASS ROOTS AGRONOMICS, INC.	4,163.48								
			HUNTER'S CREEK RED-INFIELD STABILIZER									
		2022-2733	03/17/22 STABILIZER PRO-RED INFIELD	4,163.48			10		41540	435		10110
			Total for Vendor:	4,163.48								
163			382 IDAHO CENTRAL CREDIT UNION.	3,322.15								
			JWAC Credit Card									
			JWAC ICCU 03/22/22 Remarkable Devices - Council	2,657.72*			10		41810	742		10110
			JWAC ICCU 03/22/22 Remarkable Devices - Planni	664.43*			10		41510	742		10110
			Total for Vendor:	3,322.15								
160			399 IDAHO PRESS TRIBUNE	791.85								
		19971	03/22/22 ORD 347-2021 E. Star River Ran	183.36*			10		41510	530		10110
		19972	03/22/22 ORD 348-2022 Stargazer	199.83*			10		41510	530		10110
		19973	03/22/22 ORD 362-2022 Star Rvr Meadows	190.68*			10		41510	530		10110
		19925	03/20/22 ORD 361-2022 Union St Rezone	165.06*			10		41510	530		10110
		19926	03/20/22 PH Life Springs CUP 4/19/22	52.92*			10		41510	530		10110
			Total for Vendor:	791.85								

* ... Over spent expenditure

Claim/	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
165			415 IDAHO YOUTH SOCCER ASSOCIATION	10.00								
			Recreational Coach Registration									
			19103 03/15/22 Coach Reg, Ford	5.00			10		44021	570		10110
			19103 03/15/22 Coach Reg, Carter	5.00			10		44021	570		10110
			Total for Vendor:	10.00								
161			647 NEURILINK	26,064.47								
			50% Deposit on AV System for Council Chambers to increase Transparency during									
			Pandemic times									
			138792-DEP 03/23/22 50% Dsposit Video System C	26,064.47*			10		45110	812		10110
			Total for Vendor:	26,064.47								
162			685 PITNEY BOWES	168.48								
			1020308311 03/14/22 Postage Mtr Rental 4/3-7/2	168.48			10		41810	641		10110
			Total for Vendor:	168.48								
167			721 ROBERT P LITTLE	4,660.00								
			MARCH 2022 CONTRACTED SERVICES									
			116167 03/25/22 MARCH B&G CONTRACTED SERVICES	4,660.00*			10		41540	351		10110
			Total for Vendor:	4,660.00								
			# of Claims	8								
			Total:	43,586.75								

Fund/Account	Amount
10 General	
10110 ICCU GEN CHECKING #3766	\$43,586.75
Total:	\$43,586.75

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



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

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

MEETING DATE: April 5, 2022

FILE(S) #: FP-21-35, Final Plat, River Park Estates Subdivision

REQUEST

Applicant is seeking approval of a Final Plat for River Park Estates Subdivision Phase 1 consisting of 89 residential lots and 8 common lots on 44 acres. The phase is located at the northeast corner of the approved preliminary plat, at the south end of Blessinger Road in Star, Canyon County, Idaho. The project is generally located south of W. State Street (Hwy 44) in the Canyon County portion of Star, Idaho. Canyon County Parcel Numbers R3404000000, R3404100000, R3404500000.

REPRESENTATIVE:

Todd Tucker
Boise Hunter Homes
923 W. Bridgeway Place
Eagle, Idaho 83616

APPLICANT:

Wendy Shrief
JUB Engineers
2760 W. Excursion Lane, Ste. 400
Meridian, Idaho 83642

Owner:

River Park Investments, LLC
923 W. Bridgewater Place
Eagle, Idaho 83616

PROPERTY INFORMATION

Land Use Designation - Residential R-2-DA

Phase 1

Acres - 44 acres
Residential Lots - 89
Common Lots - 8

HISTORY

April 10, 2021 Council approved applications for Annexation and Zoning (AZ-21-01), Preliminary Plat (PP-21-04) and a Development Agreement (DA-21-02) for River Park Estates Subdivision. The preliminary plat was approved for a maximum of 301 single family residential lots.

GENERAL DISCUSSION

The Final Plat layout for River Park Estates Subdivision generally complies with the approved Preliminary Plat.

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

The Preliminary Plat submitted contains indicates that residential lots range in size from 7,885 square feet to 24,564 square feet with the average buildable lot area of 10,734 square feet. The applicant has provided three basic lot types with minimum widths of 55- feet (44 total), 65 feet (196 total) and 81 feet (79 total) for a variety of lot options. The existing home will be retained and included as part of the subdivision within a 1.7-acre lot. Streets are proposed to be public throughout the development and will be under the jurisdiction of Canyon Highway District No. 4. Proposed local streets measure 36 ft from back of curb to back of curb on the submitted preliminary plat which meets the minimum City width requirement of the UDC.

The applicant has indicated that the development will contain a total of 45.59 acres (30.3%) of open space with 44.18 acres (29.4%) of qualified open space. This exceeds the minimum requirements for total and usable open space in the current Unified Development Code, Section 8-4E-2. Amenities proposed include open space area along the entirety of the Boise River (12.5 acres) that will include two parks, a public greenbelt along the river and a swimming pool with bathrooms, changing rooms and covered patio area. Open play area that can be used for athletic ball fields will make up the remainder of the river open area. In addition, there are 5 ponds totaling approximately 20 acres that will be located throughout the development and will be stocked with fish and accessible to the residents of the subdivision. Beaches and paved pathways are also designed to provide additional access to the ponds. There will also be two smaller open space areas in the northern portion of the development to provide recreational opportunities.

The development will be accessed on the north from Blessinger Road. The development will also have a direct connection to Star River Ranch Subdivision to the east and will provide a future stub street to the west.

The applicant has provided a conceptual phasing plan showing 5 phases for the development.

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

Setbacks: Applicant has requested 5' side yard setbacks for one and two-story homes.

Floodplain: The property is located within a Special Flood Hazard Area. The applicant has submitted an application Permit to Develop in an Area of Special Flood Hazard to the City

Engineer for review and approval.

Staff analysis of Final Plat Submittal:

Lot Layout – The gross density of the final plat is 2.0 du/acre, with lots ranging in size from 15,424 square feet to 8,248 square feet. This is aligned with the Preliminary Plat.

Common/Open Space and Amenities

- Large Open Area, 50' x 100'
- Gathering Area/Gazebo

Mailbox Clusters – Applicant/Owner has not provided Postmaster approval for the location of the mailbox clusters. **This approval shall be provided prior to signature of the final plat.**

Streetlights – Applicant has provided a street line plan, and staff is supportive of the proposed locations for lights. **Applicant will need to provide a street light design for approval prior to signing the final plat.**

Street Names – Preliminary approval has been provided by Canyon County Development Services. Not all names on the plat are on the preliminary approval. **Applicant/Owner will need to provide final approval of all street names prior to signature of final plat.**

Subdivision Name – Preliminary approval has been provided by Canyon County Development Services. **Applicant/Owner will need to provide final approval of subdivision name prior to signature of final plat.**

Landscaping - As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use "Treasure Valley Tree Selection Guide", as adopted by the Unified Development Code. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. **The Applicant/Owner shall submit a revised landscape plan showing street trees on all streets and the correct number of trees in the common areas. Staff suggests more shade trees and less conifers, as appropriate.**

PUBLIC NOTIFICATIONS

Notifications of this application were sent to agencies having jurisdiction on March 1, 2022.

TBD	Central Dist. Health	Standard Response
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FINDINGS

The Council may **approve, conditionally approve, deny** or **table** this request. In order

to approve this Final Plat, the Unified Development Code requires that Council must find the following:

- A. The Plat is in conformance with the Comprehensive Plan.
The Council finds that this subdivision upon Preliminary Plat approval was in conformance with the Comprehensive Plan; no changes have been made to change this status.
- B. Public services are available or can be made available and are adequate to accommodate the proposed development.
Staff finds that all public services are available and able to accommodate this development.
- C. There is public financial capability of supporting services for the proposed development.
Staff knows of no financial hardship that would prevent services from being provided.
- D. The development will not be detrimental to the public health, safety or general welfare; and,
Staff finds no facts to support that this subdivision phase will be detrimental to the public health, safety or general welfare.
- E. The development preserves significant natural, scenic or historic features.
Staff finds that existing conditions have not substantially changed from the approved Preliminary Plat of this subdivision.

CONDITIONS OF APPROVAL

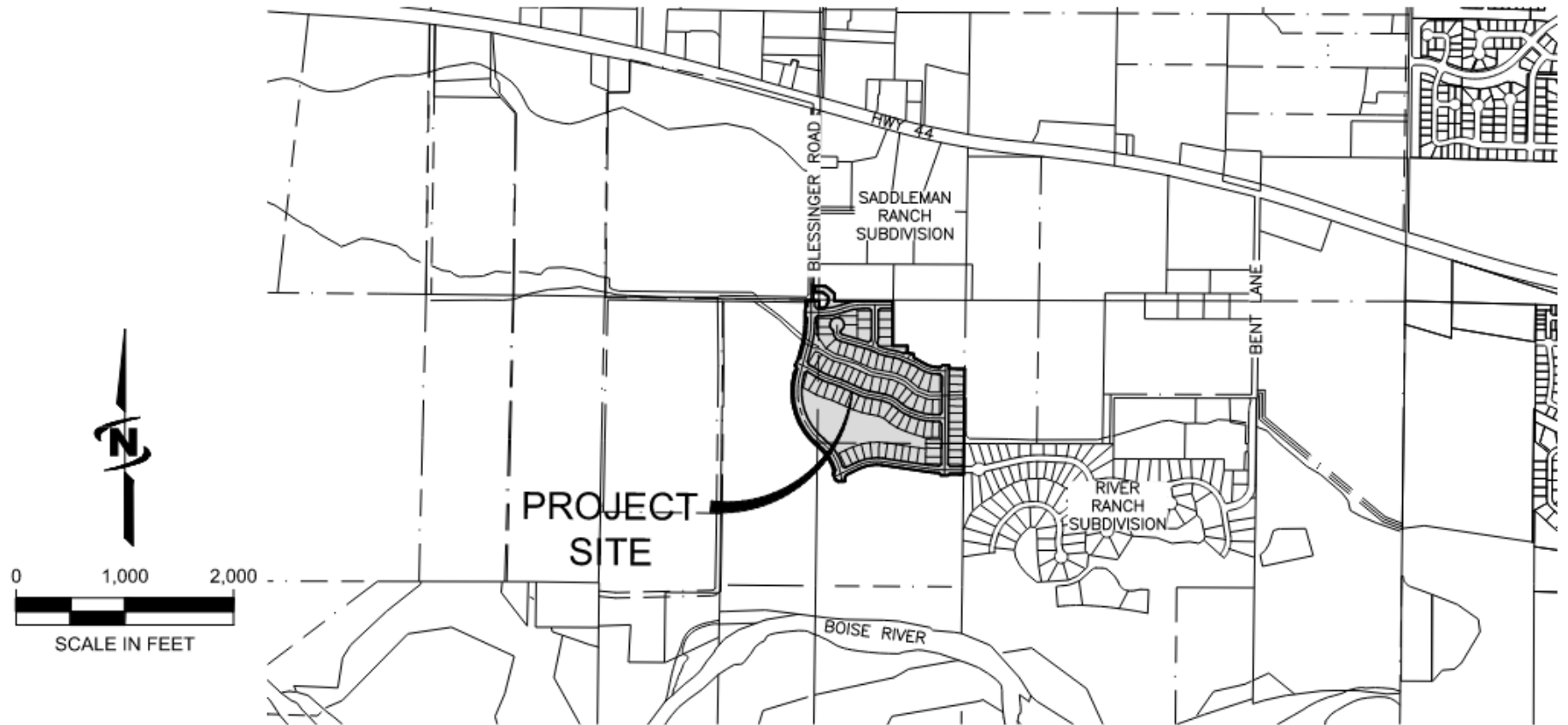
- 1. Per the Development Agreement and prior to signing the final plat, developer is to pay the traffic mitigation fee required by the Idaho Transportation Department. The developer will pay the city \$700.29 per buildable lot within each phase prior to signature on the final plat for the applicable phase, capped at \$210,787. The City will allocate funds to roadway improvements in the vicinity of the project. Phase 1 has 88 residential lots for a fee of \$61,625.52 (88 x \$700.29).**
- 2. City Council added these Conditions of Approval at the Preliminary Plat**
 - Reduce the overall density by 19 lots for 2.0 dwelling units per acre (a maximum of 301 lots) and an R-2 Zoning Designation.
 - **Provide a berm with landscaping along the south side of the east-west collector street (Landruff Lane), and a privacy fence along the north side and along the northern boundary of the development. Applicant will need to provide updated landscape plan showing these requirements before signature of final plat for Phase 1.**
 - Work with the Boise Flood Control District and Star Fire District on a potential River access through the southern open space area.
 - Provide a public access easement dedication along the southern greenbelt and also along the Canyon County Ditch.
 - Council approves waiver to allow 5-foot side yard setbacks for one and two-story homes. Council also approves remaining R-3 setbacks for the development.

- Council approves waiver to block lengths.
3. The property associated with this approved Final Plat, in addition to the property of all future phases shall be satisfactorily weed abated at all times, preventing a public nuisance, per Star City Code Chapter 3, Section 3-1-1 through 3-1-7.
 4. The property associated with this approved Final Plat, in addition to the property of all future phases shall be properly maintained throughout the construction process to include trash picked up and trash receptacles emptied with regular frequency, streets swept and cleaned weekly, including any streets used to access the property and all debris shall be prevented from accumulating on any adjacent property or public right of way and shall remove all debris from public way at least daily.
 5. Street trees shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees including one (1) tree per thirty-five (35) linear feet. **A revised Landscape Plan shall be submitted prior to signature of the final plat that indicates street trees on all roadways. If street trees will be done per lot, by the builder, Certificate of Occupancy will be held until trees are verified in place.**
 6. **Final approval from the Postmaster, for the mail cluster location must be submitted to the city before signature of the final plat.**
 7. **Final approval from Canyon County Development Services for the approved subdivision and street names must be submitted to the city before signature of the final plat.**
 8. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision and shall be maintained by the Homeowners Association. Streetlights shall be installed prior to any building occupancy. **Applicant/Owner shall submit a streetlight design prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
 9. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
 10. Applicant shall meet all the setback requirements in the Unified Development Code Section 8-3A-4 (for R-3), **as approved through waiver by Council.**
 11. 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.
 12. **The Applicant shall work with the Boise Flood Control District and the Star Fire District to come up with a potential river access through the southern open space.**
 13. The approved Preliminary Plat shall comply with the City of Star Unified Development Code regarding landscaping, both internal buffers and frontages. (See Section 8-4 B Landscaping Requirements)
 14. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
 15. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance.
 16. The subsequent Final Plats shall comply with and be in accordance with the current City of Star Code, with the exception of any waivers granted by Council.

- 17. Requested surety shall be required at 150% of the total estimated installed cost, as approved by the City Engineer or Administrator. The term of approval shall not exceed 180 days. (See Section 8-1 C-1 of the Unified Development Code for a list of eligible items.)
- 18. A public access easement shall be recorded along both the southern greenbelt and along the Canyon County Ditch for future pathway access. The Applicant shall construct the greenbelt pathway as part of the subdivision development.**
- 19. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met.
- 20. A separate sign application is required for any subdivision sign.
- 21. As built plans for pressurized irrigation systems shall be submitted to the City of Star **prior to signature of the final plat.**
- 22. Applicant shall provide the City with two (2) full size and two (1) 11"x17" copy of the signed recorded final plat with all signatures, prior to any building permits being issued.
- 23. 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.
- 24. The mylar/final plat shall be signed by the owner, Surveyor, Central District Health, ACHD and City Engineer, prior to being delivered to the City of Star for City Clerk's signature.
- 25. A copy of signed irrigation agreements shall be submitted to the City **prior to signature of the final plat.**
- 26. All common areas shall be maintained by the Homeowners Association.
- 27. 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.**
- 28. A copy of the recorded CC&R's shall be submitted to the City of Star prior to any building permits being issued.
- 29. **Prior to signature of the final plat**, a signed Irrigation District Agreement with the Irrigation Districts shall be provided to the City of Star. This requirement shall be with each subsequent Final Plat application.
- 30. **Any additional requirements as specified by the fire district.**
- 31. Any additional Conditions of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File # FP-21-35 River Park Estates Subdivision Final Plat,
on _____, 2022.





J·U·B ENGINEERS, INC.

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

River Park Estates No. 1 Subdivision | Final Plat Application

Dear Mr. Nickel,

We are pleased to submit this application for the Final Plat for River Park Estates No.1. JUB Engineering is representing the owner/developer, River Park Investments LLC, for this application.

Project Background

The first phase of River Park Subdivision, River Park Estates Subdivision No. 1, is a 44.00-acre single-family residential development located north of the Boise River and south of Highway 44, just east of Blessinger Road. On April 20, 2021, Star City Council voted unanimously to approve the Annexation and Zoning, Development Agreement, and Preliminary Plat for River Park (AZ-21-01/DA-21-02/PP-21-04). City Council approved R-2-DA zoning and 5' side yard setbacks for one and two-story homes along with R-3 setbacks for the development; a waiver was also approved for block lengths.

JUB Engineering is currently submitting construction documents and a final plat for River Park Estates Subdivision No. 1, consisting of 88 residential lots, eight common lots, and one excavated pond. The gross density of the phase is 2.0 DU / AC. The lot range is 8,232.84 s.f. to 15,420.24 s.f. and the average lot size is 10,585.08 s.f. The overall percentage of common lots is 25.7%. Amenities for the future five phases of River Park Estates will include two parks, athletic ball fields, a public greenbelt along the Boise River, and a swimming pool with associated amenities. The submitted construction documents also include offsite improvements to the existing Blessinger Road. License Agreements have been submitted to Canyon Water and Drainage District No. 2 for crossings associated with the first phase of this development. A Floodplain Development application has been submitted for River Park Estates No. 1.

Preliminary Plat and Conditions of Approval

JUB Engineers and River Park Investments LLC will comply with the Conditions of Approval outlined in the Findings of Fact and Conclusions of Law for River Park Subdivision File No. AZ-21-01/DA-21-02/PP-21-04.

As you complete your review, please don't hesitate contact me with any questions. I can be reached via email at wshrief@jub.com or by phone at 208-376-7330.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wendy", is written over a faint, larger blue signature that appears to read "Wendy".

Wendy Kirkpatrick Shrief, AICP



FINAL PLAT APPLICATION

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

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

Applicant Information:

PRIMARY CONTACT IS: Applicant X Owner _____ Representative _____

Applicant Name: Wendy Shrief - JUB Engineers

Applicant Address: 2760 W Excursion Ln., Ste 400, Meridian, ID Zip: 83642

Phone: 208-376-7330 Email: wshrief@jub.com

Owner Name: River Park Investments LLC

Owner Address: 923 S. Bridgeway Place Eagle, ID 83616 Zip: 83616

Phone: 208-577-5501 Email: ttucker@boisehunterhomes.com

Representative (e.g., architect, engineer, developer):

Contact: Todd Tucker Firm Name: Boise Hunter Homes

Address: 923 S. Bridgeway Place Eagle, ID 83616 Zip: 83616

Phone: 208-577-5501 Email: ttucker@boisehunterhomes.com

Property Information:

Subdivision Name: River Park Estates Phase: 1

Parcel Number(s): R3404100000 and R3404500000

Approved Zoning: R2-DA Units per acre: 2.0

Total acreage of phase: 44.00 Total number of lots: 96

Residential: 88 Commercial: N/A Industrial: N/A

Common lots: 8 Total acreage of common lots: 11.32 Percentage: 25.7

Percent of common space to be used for drainage: 35.80 Acres: 14.66

Special Flood Hazard Area: total acreage 44.00 number of homes 88

Changes from approved preliminary plat pertaining to this phase:

	Preliminary Plat	Final Plat
Number of Residential Lots:	<u>301</u>	<u>88</u>
Number of Common Lots:	<u>22</u>	<u>8</u>
Number of Commercial Lots:	<u>N/A</u>	<u>N/A</u>
Roads:	<u>7 residential roadways</u>	<u>7 residential roadways</u>

Amenities: None**Flood Zone Data: (This Info Must Be Filled Out Completely Prior to Acceptance):**Subdivision Name: River Park Estates Phase: 1Special Flood Hazard Area: total acreage 44.00 number of homes 88

- a. A note must be provided on the final plat documenting the current flood zone in which the property or properties are located. The boundary line must be drawn on the plat in situations where two or more flood zones intersect over the property or properties being surveyed.
- b. FEMA FIRM panel(s): #160xxxxxC, 160xxxxxE, etc.: 16027C0258G
 FIRM effective date(s): mm/dd/year 6/6/2019
 Flood Zone(s): Zone X, Zone A, Zone AE, Zone AH, etc.: AE
 Base Flood Elevation(s): AE 2446.0 ft., etc.: AE 2446.0 Ft
- c. Flood Zones are subject to change by FEMA and all land within a floodplain is regulated by Chapter 10 of the Star City Code.

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

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

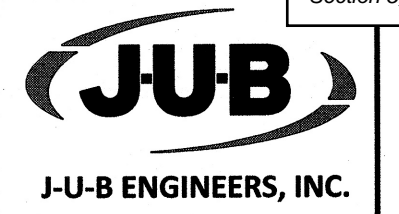
X	One (1) 11" X 17" copy of the Final landscape plan	Section 5, Item B.
X	Electronic copy of site grading & drainage plans**	
X	Electronic copy of originally approved Preliminary Plat**	
N/A	Electronic copy of a Plat with all phases marked with changes, if applicable**	
X	Electronic copy of final engineering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

FEE REQUIREMENT:

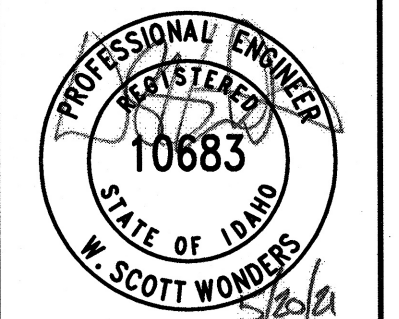
*** I have read and understand the above requirements. I further understand fees are due at the time of filing. I understand that there may be other fees associated with this application incurred by the City in obtaining reviews or referrals by architect, engineering, or other professionals necessary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

Wg AJS
Applicant/Representative Signature

12/21/21
Date



J-U-B ENGINEERS, INC.
2760 W. Excursion Lane
Suite 400
Meridian, ID 83642
Phone: 208.376.7330
www.jub.com



REVISION	DESCRIPTION	BY	DATE

RIVER PARK ESTATES SUBDIVISION
STAR, IDAHO

BOUNDARY AND PROJECT INFORMATION

FILE: 10-20-132 PRE-PLAT
JUB PROJ. #: 10-20-132
DRAWN BY: ---
DESIGN BY: ---
CHECKED BY: ---
SCALE: ONE INCH = 40 FEET
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 5/20/2021
SHEET NUMBER: PP-01

PRELIMINARY PLAT FOR RIVER PARK ESTATES SUBDIVISION

SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, THE WEST HALF OF THE NORTHWEST QUARTER AND GOVERNMENT LOT 4 OF SECTION 13, THE EAST HALF OF THE NORTHEAST QUARTER AND GOVERNMENT LOT 1 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN,

STAR, IDAHO
2021

BOUNDARY LEGEND

- Subdivision Boundary Line
- Section Line
- Center Line
- Right-of-way Line
- Existing Parcel Line
- Section Corner
- Quarter-Section Corner
- Property Corner
- Calculated Point

NOTES:

1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
2. ALL STREETS PROPOSED IN THIS DEVELOPMENT ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH CANYON HIGHWAY DISTRICT NO. 4 STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%.
3. ALL LOTS ARE RESIDENTIAL BUILDING LOTS, EXCEPT LOTS 1, 21, BLOCK 1, LOT 1, BLOCK 2, LOTS 1, 6, BLOCK 3, LOT 1, BLOCK 4, LOTS 1, 31, BLOCK 5, LOT 1, BLOCK 6, LOTS 1, 23, BLOCK 7, LOTS 1, 15, 40, BLOCK 8, LOTS 1, 17, BLOCK 9, LOT 1, BLOCK 10, LOT 10, BLOCK 11, LOTS 1, 21, BLOCK 12, LOT 1 BLOCK, 13, LOT 1, BLOCK 14, WHICH ARE COMMON AREA DRAINAGE STORAGE LOTS. LOT 23, BLOCK 8 IS A SHARED DRIVEWAY LOT, AND ARE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
4. STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE PONDS.
5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
6. THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FROM A PRESSURE IRRIGATION SYSTEM OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
8. DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT.
9. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT.
10. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR STANDARDS IN EFFECT AT THE TIME OF DEVELOPMENT OR WITH THE APPROVED DEVELOPMENT AGREEMENT.
11. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
12. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
13. THE HOMEOWNER'S ASSOCIATION, UNDERLYING PROPERTY OWNER, OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY, INCLUDING ALL RUTLINE AND HEAVY MAINTENANCE.
14. THIS PROPERTY IS LOCATED IN ZONE X OF THE FLOOD INSURANCE RATE MAPS NO. 16001C0125 J, AND NO. 16001C120 J COMMUNITY PANEL NO. 0125 J, AND 120 J, WHICH BEARS AN EFFECTIVE DATE OF JUNE 19, 2020 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
15. ALL LOTS SHALL HAVE PERMANENT 5' WIDE SIDE LOT EASEMENTS, 10' WIDE FRONT LOT EASEMENTS AND A 10' WIDE REAR LOT EASEMENTS FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE.
16. STORM DRAINAGE SHALL BE TREATED AND RELEASED INTO THE POND SYSTEM.

HIGHWAY DISTRICT

CANYON HIGHWAY DISTRICT NO. 4
15435 HWY 44
CALDWELL, ID 83607

IRRIGATION DISTRICT

CANYON COUNTY WATER CO. LTD
PO BOX 11
STAR, ID 83669

LAND SURVEYOR

ROBERT KAZARINOFF, P.L.S.
J-U-B ENGINEERS
2760 W. EXCURSION LN. STE. 400
MERIDIAN, ID 83642
208-376-7330

CIVIL ENGINEER

W. SCOTT WONDERS, P.E.
J-U-B ENGINEERS
2760 W. EXCURSION LN. STE. 400
MERIDIAN, ID 83642
208-376-7330

OWNER

KERRY J. LAWSON
21817 BLESSINGER RD
STAR, ID 83669

OWNER

FOR OUR FOUR PARTNERS, LP
6111 W. THUNDERBIRD RD
GLENDALE, AZ 85306

DEVELOPER

HHS CONSTRUCTION, LLC
729 BRIDGEWAY PL.
EAGLE, ID 83616
208-577-5501

LAND USE SUMMARY

TOTAL AREA:	150.47 AC.
TOTAL LOTS:	325 LOTS
RESIDENTIAL LOTS:	301 LOTS
COMMON AREA LOTS:	23 LOTS
COMMON DRIVEWAY LOT:	1 LOT
RESIDENTIAL DENSITY:	2.00 DU/AC
TOTAL OPEN SPACE:	44.41 AC. (29.5%)
BUFFER OPEN SPACE:	1.41 AC. (0.9%)
QUALIFIED OPEN SPACE	43.00 AC. (28.6%)
AVERAGE LOT SIZE:	11,279 S.F.
SMALLEST LOT:	8,248 S.F.
EXISTING ZONE:	AG
PROPOSED ZONE:	R-3



20 MAY 2021

BOUNDARY
CERTIFICATION

Line #	Direction	Length
L1	S00°32'02"W	66.69'
L2	S89°58'37"E	55.18'
L3	N30°33'44"E	55.38'
L4	N01°39'40"E	56.54'
L5	N48°46'53"W	56.99'
L6	N88°44'47"W	97.56'
L7	N00°37'41"E	60.00'
L8	S88°44'47"E	120.03'
L9	S48°46'53"E	107.07'
L10	S01°39'40"W	64.09'
L11	N09°51'37"W	62.93'
L12	N84°27'10"W	196.13'
L13	N78°58'20"W	83.43'
L14	S87°51'40"W	59.80'

EXISTING

- S - - - - - SANITARY SEWER LINE
- W - - - - - WATER LINE
- - - - - GRAVITY IRRIGATION PIPE
- - - - - PRESSURE IRRIGATION LINE
- SD - - - - - STORM DRAIN LINE
- - - - - CENTERLINE
- - - - - LOT LINE
- - - - - 6" VERTICAL CURB & GUTTER
- - - - - ROLLED CURB & GUTTER
- - - - - 5' SIDEWALK
- - - - - SEWER MANHOLE
- - - - - DITCH FLOW LINE
- - - - - IRRIGATION MANHOLE
- - - - - STREET LIGHT
- - - - - TREE DECIDUOUS
- - - - - TREE CONIFER
- - - - - EDGE OF PAVEMENT
- - - - - GAS LINE
- - - - - FENCE LINE
- - - - - FIRE HYDRANT
- - - - - 5' CONTOUR LINE
- - - - - 1' CONTOUR LINE
- - - - - DRAINAGE FACILITY

LEGEND

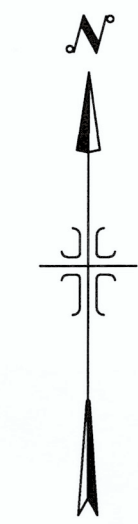
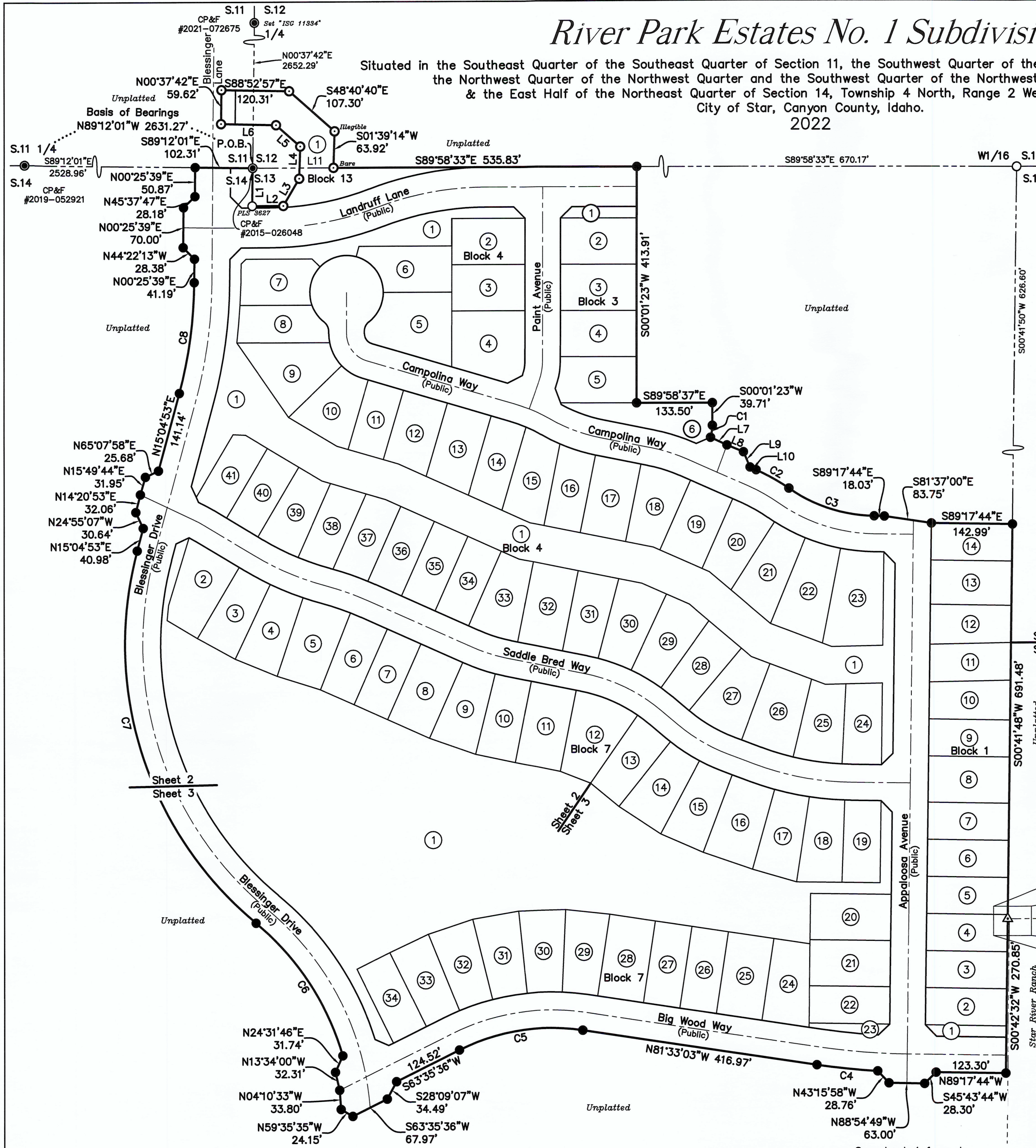
PROPOSED

- S - - - - - SANITARY SEWER LINE
- W - - - - - WATER LINE
- - - - - GRAVITY IRRIGATION PIPE
- - - - - PRESSURE IRRIGATION LINE
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- - - - - GAS LINE
- - - - - FENCE LINE
- - - - - FIRE HYDRANT
- - - - - 5' CONTOUR LINE
- - - - - 1' CONTOUR LINE
- - - - - DRAINAGE FACILITY

Plot Date: 5/20/2021 2:26 PM. Plotted By: Everett Earnest
Date Created: 5/20/2021 JUB.COM\CENTRALCLIENTS\ID\BOISE\HUNTERHOMES\PROJECTS\10-20-132 PRE-PLAT.DWG

River Park Estates No. 1 Subdivision

Situated in the Southeast Quarter of the Southeast Quarter of Section 11, the Southwest Quarter of the Southwest Quarter of Section 12, the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 13, & the East Half of the Northeast Quarter of Section 14, Township 4 North, Range 2 West, Boise Meridian, City of Star, Canyon County, Idaho.
2022



Scale: 1" = 120'

Legend

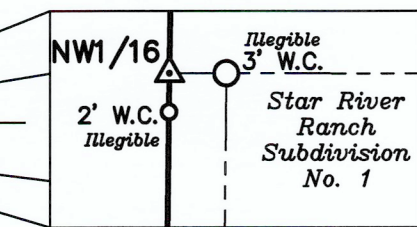
- Found 5/8" Iron Pin, as Noted
- Found 1/2" Iron Pin, with plastic cap, PLS 3627, Unless Otherwise Noted
- Found Aluminum Cap Monument, Unless Otherwise Noted
- Set 5/8" x 24" Iron Pin with Plastic Cap, "ISG 11334"
- Set 1/2" x 24" Iron Pin with Plastic Cap, "ISG 11334"
- ① Lot Number
- P.O.B. Point of Beginning
- Subdivision Boundary Line
- Lot Line
- Section Line
- Right-of-Way Line
- Centerline
- Adjacent Parcel Line
- Easement Line (Note 1)
- Existing Easement Line (Note 4)
- s.f. Square Feet
- C.L. Common Lot
- W.C. Witness Corner

Boundary Line Table

Line	Bearing	Length
L1	S00°43'00"W	66.76'
L2	N89°51'38"E	55.42'
L3	N30°33'44"E	55.36'
L4	N01°39'40"E	56.54'
L5	N48°46'53"W	56.99'
L6	N88°39'14"W	97.78'
L7	S65°04'30"E	31.67'
L8	S67°31'06"E	31.53'
L9	S23°08'02"E	29.18'
L10	S66°17'27"E	11.97'

Boundary Curve Table

Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	21.20'	68.50'	17°44'10"	S08°53'27"W	21.12'
C2	65.85'	331.50'	11°22'55"	S60°35'59"E	65.75'
C3	161.14'	268.50'	34°23'13"	S72°06'08"E	158.74'
C4	108.48'	1183.73'	5°15'02"	N84°10'34"W	108.44'
C5	224.18'	368.50'	34°51'21"	S81°01'17"W	220.74'
C6	283.54'	468.50'	34°40'34"	N33°23'45"W	279.24'
C7	725.40'	631.50'	65°48'55"	N17°49'34"W	686.17'
C8	196.55'	768.50'	14°39'14"	N07°45'16"E	196.02'



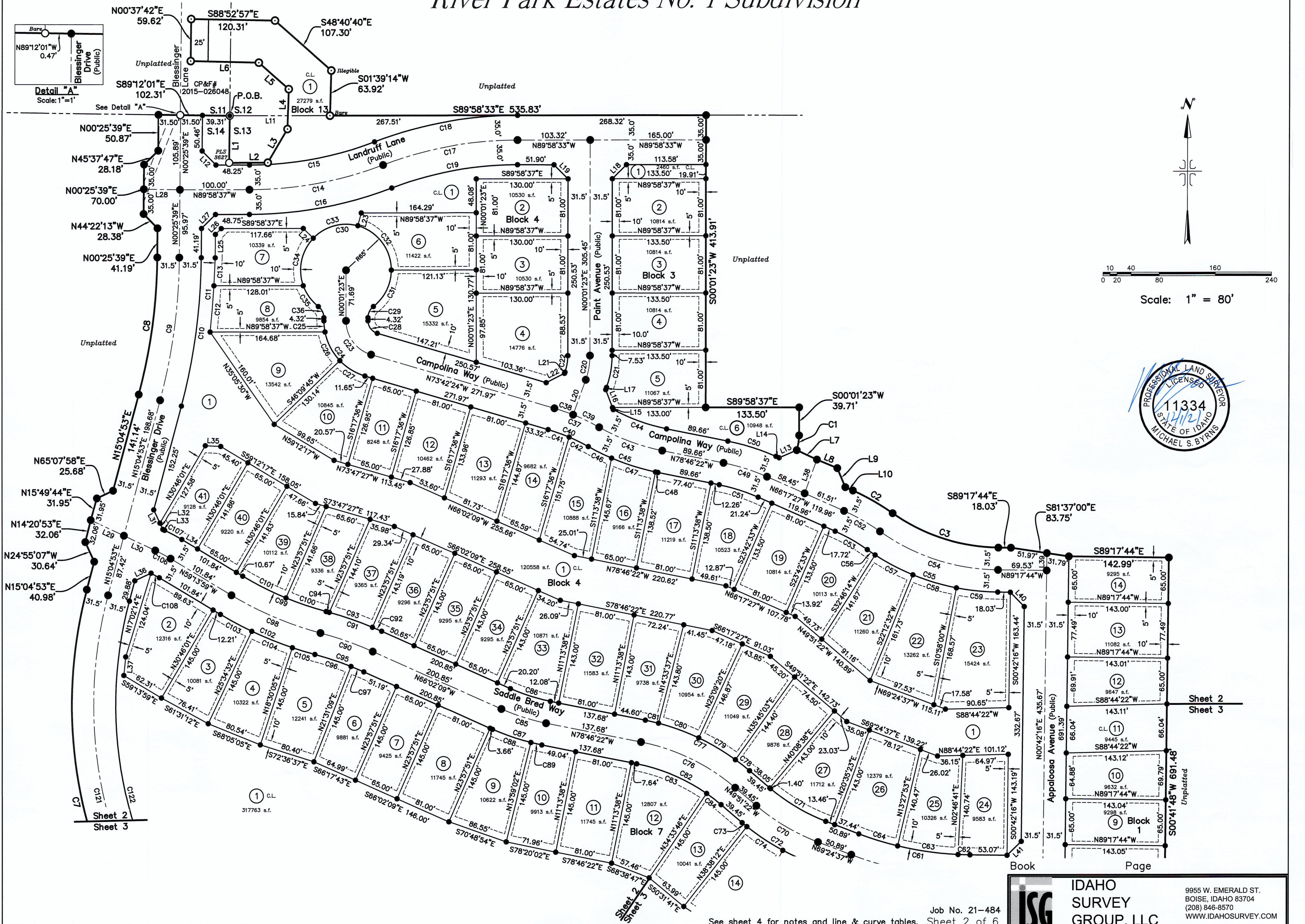
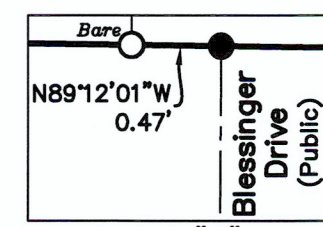
Book _____ Page _____




**IDAHO
SURVEY
GROUP, LLC**

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

River Park Estates No. 1 Subdivision

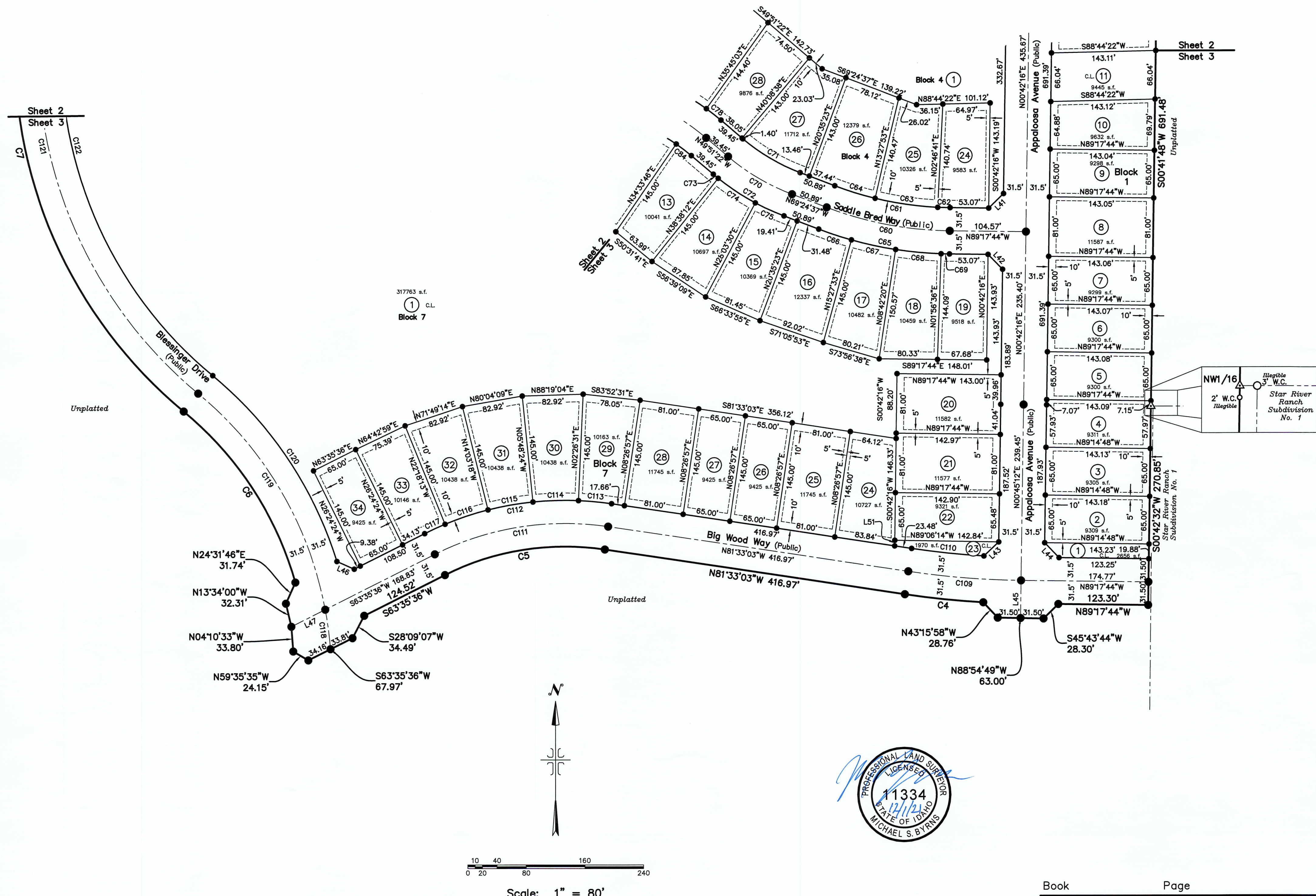




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River Park Estates No. 1 Subdivision



Book _____ Page _____

ISG IDAHO SURVEY GROUP, LLC

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

See sheet 4 for notes and line & curve tables. Job No. 21-484 Sheet 3 of 6

River Park Estates No. 1 Subdivision

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	21.20'	68.50'	17°44'10"	S08°53'27"W	21.12'
C2	65.85'	331.50'	11°22'55"	S60°35'59"E	65.75'
C3	161.14'	268.50'	34°23'13"	S72°06'08"E	158.74'
C4	108.48'	1183.73'	5°15'02"	N84°10'34"W	108.44'
C5	224.18'	368.50'	34°51'21"	S81°01'17"W	220.74'
C6	283.54'	468.50'	34°40'34"	N33°23'45"W	279.24'
C7	725.40'	631.50'	65°48'55"	N17°49'34"W	686.17'
C8	196.55'	768.50'	14°39'14"	N07°45'16"E	196.02'
C9	204.61'	800.00'	14°39'14"	N07°45'16"E	204.05'
C10	212.66'	831.50'	14°39'14"	N07°45'16"E	212.09'
C11	105.55'	1363.81'	4°26'03"	S03°58'48"W	105.52'
C12	65.84'	1363.81'	2°45'57"	N04°48'51"E	65.83'
C13	39.71'	1363.81'	1°40'06"	N02°35'49"E	39.71'
C14	195.47'	540.00'	20°44'25"	S79°40'31"W	194.41'
C15	182.80'	505.00'	20°44'25"	S79°40'36"W	181.81'
C16	208.14'	575.00'	20°44'26"	N79°40'25"E	207.01'
C17	195.49'	540.00'	20°44'31"	S79°39'07"W	194.42'
C18	208.16'	575.00'	20°44'31"	S79°39'07"W	207.02'
C19	182.82'	505.00'	20°44'31"	N79°39'07"E	181.82'
C20	34.91'	100.00'	20°00'00"	N10°01'23"E	34.73'
C21	45.90'	131.50'	20°00'00"	N10°01'23"E	45.67'
C22	23.91'	68.50'	20°00'01"	S10°01'23"W	23.79'
C23	64.34'	50.00'	73°43'47"	N36°50'31"W	59.99'
C24	104.88'	81.50'	73°43'47"	S36°50'31"E	97.79'
C25	15.85'	81.50'	11°08'37"	S05°32'56"E	15.83'
C26	46.54'	81.50'	32°43'01"	S27°28'44"E	45.91'
C27	42.49'	81.50'	29°52'09"	S58°46'19"E	42.01'
C28	23.81'	18.50'	73°43'47"	N36°50'31"W	22.20'
C29	18.40'	20.00'	52°42'27"	N26°22'36"E	17.76'
C30	323.79'	65.00'	285°24'55"	N89°58'37"W	78.76'
C31	59.62'	65.00'	52°33'14"	N26°27'13"E	57.55'
C32	85.12'	65.00'	75°02'00"	N37°20'24"W	79.17'
C33	69.35'	65.00'	61°07'55"	S74°34'38"W	66.11'
C34	72.45'	65.00'	63°51'40"	S12°04'51"W	68.76'
C35	37.25'	65.00'	32°50'06"	S36°16'02"E	36.74'
C36	18.40'	20.00'	52°42'27"	S26°19'51"E	17.76'
C37	69.45'	300.00'	13°15'49"	N67°04'29"W	69.29'
C38	28.07'	300.00'	5°21'42"	N71°01'33"W	28.06'
C39	41.38'	300.00'	7°54'08"	N64°23'38"W	41.34'
C40	62.16'	268.50'	13°15'49"	N67°04'29"W	62.02'
C41	31.75'	268.50'	6°46'30"	S70°19'09"E	31.73'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C42	30.41'	268.50'	6°29'19"	S63°41'14"E	30.39'
C43	95.98'	300.00'	18°19'48"	N69°36'29"W	95.57'
C44	80.92'	268.50'	17°16'01"	N70°08'22"W	80.61'
C45	106.05'	331.50'	18°19'48"	S69°36'29"E	105.60'
C46	36.96'	331.50'	6°23'15"	S63°38'12"E	36.94'
C47	65.50'	331.50'	11°19'15"	S72°29'27"E	65.39'
C48	3.60'	331.50'	0°37'18"	S78°27'44"E	3.60'
C49	65.36'	300.00'	12°28'56"	N72°31'55"W	65.23'
C50	72.22'	331.50'	12°28'56"	N72°31'55"W	72.08'
C51	58.49'	268.50'	12°28'56"	S72°31'55"E	58.38'
C52	59.60'	300.00'	11°22'55"	N60°35'59"W	59.50'
C53	53.34'	268.50'	11°22'55"	S60°35'59"E	53.25'
C54	180.05'	300.00'	34°23'13"	N72°06'08"W	177.36'
C55	198.95'	331.50'	34°23'13"	S72°06'08"E	195.98'
C56	13.43'	331.50'	2°19'14"	S56°04'09"E	13.43'
C57	61.11'	331.50'	10°33'42"	S62°30'37"E	61.02'
C58	65.05'	331.50'	11°14'32"	S73°24'44"E	64.94'
C59	59.38'	331.50'	10°15'44"	S84°09'52"E	59.30'
C60	173.53'	500.00'	19°53'07"	N79°21'11"W	172.66'
C61	162.60'	468.50'	19°53'07"	S79°21'11"E	161.79'
C62	16.96'	468.50'	2°04'26"	N88°15'31"W	16.96'
C63	87.38'	468.50'	10°41'11"	N81°52'43"W	87.26'
C64	58.26'	468.50'	7°07'30"	N72°58'22"W	58.22'
C65	184.46'	531.50'	19°53'07"	S79°21'11"E	183.54'
C66	47.59'	531.50'	5°07'50"	S71°58'32"E	47.58'
C67	62.65'	531.50'	6°45'13"	S77°55'04"E	62.61'
C68	62.73'	531.50'	6°45'44"	S84°40'32"E	62.69'
C69	11.49'	531.50'	1°14'20"	S88°40'34"E	11.49'
C70	102.38'	300.00'	19°33'15"	N59°38'00"W	101.89'
C71	91.63'	268.50'	19°33'15"	N59°38'00"W	91.19'
C72	113.14'	331.50'	19°33'15"	S59°38'00"E	112.59'
C73	8.72'	331.50'	1°30'26"	S50°36'35"E	8.72'
C74	61.20'	331.50'	10°34'42"	S56°39'09"E	61.12'
C75	43.21'	331.50'	7°28'07"	S65°40'34"E	43.18'
C76	151.41'	300.00'	28°55'00"	N64°18'52"W	149.81'
C77	167.31'	331.50'	28°55'00"	N64°18'52"W	165.54'
C78	25.42'	331.50'	4°23'35"	N52°03'10"W	25.41'
C79	61.30'	331.50'	10°35'43"	N59°32'48"W	61.21'
C80	61.30'	331.50'	10°35'43"	N70°08'31"W	61.21'
C81	19.29'	331.50'	3°20'00"	N77°06'23"W	19.28'
C82	135.51'	268.50'	28°55'00"	N64°18'52"W	134.08'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C83	109.36'	268.50'	23°20'09"	S67°06'18"E	108.60'
C84	26.15'	268.50'	5°34'51"	S52°38'48"E	26.14'
C85	66.69'	300.00'	12°44'14"	N72°24'16"W	66.55'
C86	59.69'	268.50'	12°44'14"	N72°24'16"W	59.57'
C87	73.69'	331.50'	12°44'14"	S72°24'16"E	73.54'
C88	57.74'	331.50'	9°58'50"	S71°01'33"E	57.67'
C89	15.95'	331.50'	2°45'24"	S77°23'40"E	15.95'
C90	79.37'	500.00'	9°05'42"	N70°35'00"W	79.28'
C91	84.37'	531.50'	9°05'42"	N70°35'00"W	84.28'
C92	14.35'	531.50'	1°32'48"	N66°48'33"W	14.35'
C93	65.30'	531.50'	7°02'20"	N71°06'07"W	65.25'
C94	4.72'	531.50'	0°30'33"	N74°52'34"W	4.72'
C95	74.37'	468.50'	9°05'42"	N70°35'00"W	74.29'
C96	54.38'	468.50'	6°39'00"	S71°48'21"E	54.34'
C97	19.99'	468.50'	2°26'42"	S67°15'30"E	19.99'
C98	138.73'	500.00'	15°53'51"	N67°10'55"W	138.29'
C99	129.99'	468.50'	15°53'51"	S67°10'55"E	129.58'
C100	60.64'	468.50'	7°24'59"	N71°25'21"W	60.60'
C101	69.35'	468.50'	8°28'52"	N63°28'26"W	69.29'
C102	147.47'	531.50'	15°53'51"	S67°10'55"E	147.00'
C103	51.10'	531.50'	5°30'30"	S61°59'14"E	51.08'
C104	62.68'	531.50'	6°45'26"	S68°07'12"E	62.65'
C105	33.69'	531.50'	3°37'56"	S73°18'53"E	33.69'
C106	24.81'	250.00'	5°41'07"	N62°04'33"W	24.80'
C107	27.93'	281.50'	5°41'07"	N62°04'33"W	27.92'
C108	13.39'	218.50'	3°30'38"	S60°59'18"E	13.39'
C109	155.75'	1152.24'	7°44'41"	N85°25'23"W	155.63'
C110	100.02'	1120.73'	5°06'47"	N84°06'26"W	99.98'
C111	243.34'	400.00'	34°51'21"	S81°01'17"W	239.61'
C112	262.50'	431.50'	34°51'21"	S81°01'17"W	258.47'
C113	45.24'	431.50'	6°00'26"	N84°33'16"W	45.22'
C114	62.12'	431.50'	8°14'55"	S88°19'04"W	62.07'
C115	62.12'	431.50'	8°14'55"	S80°04'09"W	62.07'
C116	62.12'	431.50'	8°14'55"	S71°49'14"W	62.07'
C117	30.90'	431.50'	4°06'11"	S65°38'41"W	30.89'
C118	54.45'	500.00'	6°14'22"	N07°32'38"W	54.42'
C119	349.68'	500.00'	40°04'13"	N30°41'55"W	342.60'
C120	310.19'	531.50'	33°26'18"	N34°00'53"W	305.80'
C121	689.22'	600.00'	65°48'55"	N17°49'34"W	651.94'
C122	653.03'	568.50'	65°48'55"	N17°49'34"W	617.72'

Notes:

- This subdivision will receive pressurized irrigation from a pressure irrigation system owned and maintained by the homeowners association. The owner shall comply with Idaho Code, Section 31-3805(1)(b).
- Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
- The homeowners association, underlying property owner, or adjacent property owner is responsible for all storm drainage facilities located outside the public right-of-way, including all routine and heavy maintenance.
- Minimum building setback lines shall be in accordance with the zoning ordinance at the time of issuance of any building permit. All lot, parcel and tract sizes shall meet dimensional standards established in the zoning ordinance.
- This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- Restrictions and covenants will be in effect for this subdivision.
- The areas depicted hereon are for convenience, and are subordinate to the dimensions depicted hereon.
- Lots 1 and 11, Block 1; Lots 1 and 6, Block 3; Lot 1, Block 4; Lots 1 and 23, Block 7; and Lot 1, Block 13 are common lots and will be owned and maintained by the homeowners association.

Easement Notes:

- All utility easements shown or designated hereon are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, pressurized irrigation, sewer service, cable television/data; appurtenances thereto; and lot drainage and shall not preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property lines fences, or other such nonpermanent improvements. All lots shall have permanent 5' wide easements along the side lot lines and 10' wide easements along the rear and front lot lines for these purposes.
- All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
- This subdivision is subject to the existing Amended Easement Agreement recorded as Instrument No. 2019-041417, Canyon County Records, for the purposes described in said agreement. The exact location of said easement could not be determined from the record documents.
- This subdivision is subject to an existing permanent and perpetual easement for Idaho Power Company as described in Instrument No. 200669415, Canyon County Records.

Surveyors narrative:

The purpose of this survey is to subdivide the property shown heron. See Record of Survey Instrument Number _____ for additional information.

Reference Documents:

Agreements: 200639730

CP&Fs: Index G-21: 2021-072675
Index J-19: 2019-052921
Index J-21: 2015-026048
Index J-23: 2020-074880

Deeds: 2012-002083, 2014-044239, 2019-041417, 2021-057299, 2021-057388

Easements: 250234, 304037, 435093, 200669415, 200669418,

Subdivisions: River Ranch Subdivision No. 2, Star River Ranch Subdivision No. 1

Surveys: ROS Instrument Numbers: 1991004829, 1998000471, 1998012057, 2001048519, 2003068353, 2005048970, 2021-072946, 2021-072947

Line Table		
Line	Bearing	Length
L1	S00°43'00"W	66.76'
L2	N89°51'38"E	55.42'
L3	N30°33'44"E	55.36'
L4	N01°39'40"E	56.54'
L5	N48°46'53"W	56.99'
L6	N88°39'14"W	97.78'
L7	S65°04'30"E	31.67'
L8	S67°31'06"E	31.53'
L9	S23°08'02"E	29.18'
L10	S66°17'27"E	11.97'
L11	N89°58'33"W	143.43'
L12	N44°46'29"W	28.18'

Line Table		
Line	Bearing	Length
L13	S66°47'22"W	27.32'
L14	N66°17'27"W	4.85'
L15	N20°45'49"W	3.23'
L16	N20°45'49"W	27.06'
L17	N20°01'23"E	3.41'
L18	N45°01'23"E	28.17'
L19	S44°58'37"E	28.17'
L20	N20°01'23"E	52.60'
L21	S20°01'23"W	1.77'
L22	S63°09'29"W	29.19'
L23	S15°08'36"W	18.72'
L24	S45°59'19"E	19.81'

Line Table		
Line	Bearing	Length
L25	N00°25'39"E	32.95'
L26	N45°13'31"E	11.90'
L27	N45°13'31"E	28.38'
L28	N89°10'04"W	51.50'
L29	N64°55'07"W	52.40'
L30	N64°55'07"W	49.25'
L31	S24°55'07"E	20.79'
L32	N24°55'07"W	9.86'
L33	N64°55'07"W	2.82'
L34	N59°13'59"W	26.17'
L35	N87°12'37"W	22.20'
L36	N65°18'25"E	25.59'

Line Table		
Line	Bearing	Length
L37	N05°43'04"E	26.59'
L38	N20°01'23"E	50.89'
L39	N00°42'16"E	24.56'
L40	S44°17'44"E	28.28'
L41	S45°42'16"W	28.28'
L42	S44°17'44"E	28.28'
L43	S46°47'21"W	27.77'
L44	N44°16'16"W	28.27'
L45	N00°45'12"E	51.29'
L46	N66°24'11"W	26.11'
L47	S63°35'36"W	52.19'

River Park Estates No. 1 Subdivision

Certificate Of Owners

Know all men by these presents: that River Park Investments, LLC, an Idaho Limited Liability Company, does hereby certify that it is the owner of that real property to be known as River Park Estates No. 1 Subdivision and that it intends to include said real property, as described below, in this plat:

A parcel of land situated in the southeast quarter of the southeast quarter of Section 11, the southwest quarter of the southwest quarter of Section 12, the northwest quarter of the northwest quarter and the southwest quarter of the northwest quarter of Section 13, and the east half of the northeast quarter of Section 14, Township 4 North, Range 2 West, Boise Meridian, City of Star, Canyon County, Idaho, being more particularly described as follows:

BEGINNING at the corner common to Sections 11, 12, 13, and 14, Township 4 North, Range 2 West, Boise Meridian, from which the quarter–section corner common to Sections 11 and 14 bears S89°12'01"E, 2637.27 feet;

Thence S00°43'00"W, 66.76 feet along the west line of the northwest quarter of the northwest quarter of Section 13, the boundary of Parcel 1, Parcel 2, and the exception to Parcel 2 of Warranty Deed Instrument Number 2021–057299, Records of Canyon County, Idaho;

Thence N89°51'38"E, 55.42 feet along the boundary of the exception to Parcel 2;

Thence N30°33'44"E, 55.36 feet along the boundary of the exception to Parcel 2;

Thence N01°39'40"E, 56.54 feet along the boundary of the exception to Parcel 2 and the boundary of Parcel 2 of Warranty Deed Instrument Number 2021–057299, Records of Canyon County, Idaho;

Thence N48°46'53"W, 56.99 feet along the boundary of the exception to Parcel 2 and the boundary of Parcel 2;

Thence N88°39'14"W, 97.78 feet along the boundary of the exception to Parcel 2 and the boundary of Parcel 2;

Thence N00°37'42"E, 59.62 feet along the boundary of Parcel 2;

Thence S88°52'57"E, 120.31 feet along the boundary of Parcel 2;

Thence S48°40'40"E, 107.30 feet along the boundary of Parcel 2;

Thence S01°39'14"W, 63.92 feet along the boundary of Parcel 2 to the north line of the northwest quarter of the northwest quarter of Section 13;

Thence S89°58'33"E, 535.83 feet along the boundary of Parcel 2 and the north line of the northwest quarter of the northwest quarter of Section 13;

Thence S00°01'23"W, 413.91 feet;

Thence S89°58'37"E, 133.50 feet;

Thence S00°01'23"W, 39.71 feet;

Thence 21.20 feet on a curve to the right, having a radius of 68.50 feet, a central angle of 17°44'10", a chord bearing of S08°53'27"W, and a chord length of 21.12 feet;

Thence S65°04'30"E, 31.67 feet;

Thence S67°31'06"E, 31.53 feet;

Thence S23°08'02"E, 29.18 feet;

Thence S66°17'27"E, 11.97 feet;

Thence 65.85 feet on a curve to the right, having a radius of 331.50 feet, a central angle of 11°22'55", a chord bearing of S60°35'59"E, and a chord length of 65.75 feet;

Thence 161.14 feet on a reverse curve to the left, having a radius of 268.50 feet, a central angle of 34°23'13", a chord bearing of S72°06'08"E, and a chord length of 158.74 feet;

Thence S89°17'44"E, 18.03 feet;

Thence S81°37'00"E, 83.75 feet;

Thence S89°17'44"E, 142.99 feet to the east line of the northwest quarter of the northwest quarter of Section 13 and the boundary of the aforementioned Parcel 2;

Thence S00°41'48"W, 691.48 feet along the east line of the northwest quarter of the northwest quarter and the boundary of Parcel 2 to the northwest sixteenth–section corner;

Thence S00°42'32"W, 270.85 feet along the east line of the southwest quarter of the northwest quarter;

Thence N89°17'44"W, 123.30 feet;

Thence S45°43'44"W, 28.30 feet;

Thence N88°54'49"W, 63.00 feet;

Thence N43°15'58"W, 28.76 feet;

Thence 108.48 feet on a non–tangent curve to the right, having a radius of 1183.73 feet, a central angle of 05°15'02", a chord bearing of N84°10'34"W, and a chord length of 108.44 feet;

Thence N81°33'03"W, 416.97 feet;

Thence 224.18 feet on a curve to the left, having a radius of 368.50 feet, a central angle of 34°51'21", a chord bearing of S81°01'17"W, and a chord length of 220.74 feet;

Thence S63°35'36"W, 124.52 feet;

Thence S28°09'07"W, 34.49 feet;

Thence S63°35'36"W, 67.97 feet;

Thence N59°35'35"W, 24.15 feet;

Thence N04°10'33"W, 33.80 feet;

Thence N13°34'00"W, 32.31 feet;

Thence N24°31'46"E, 31.74 feet;

Thence 283.54 feet on a non–tangent curve to the left, having a radius of 468.50 feet, a central angle of 34°40'34", a chord bearing of N33°23'45"W, and a chord length of 279.24 feet;

Thence 725.40 feet on a reverse curve to the right, having a radius of 631.50 feet, a central angle of 65°48'55", a chord bearing of N17°49'34"W, and a chord length of 686.17 feet;

Thence N15°04'53"E, 40.98 feet;

Thence N24°55'07"W, 30.64 feet;

Thence N14°20'53"E, 32.06 feet;

Thence N15°49'44"E, 31.95 feet;

Thence N65°07'58"E, 25.68 feet;

Thence N15°04'53"E, 141.14 feet;

Thence 196.55 feet on a curve to the left, having a radius of 768.50 feet, a central angle of 14°39'14", a chord bearing of N07°45'16"E, and a chord length of 196.02 feet;

Thence N00°25'39"E, 41.19 feet;

Thence N44°22'13"W, 28.38 feet;

Thence N00°25'39"E, 70.00 feet;

Thence N45°37'47"E, 28.18 feet;

Thence N00°25'39"E, 50.87 feet to the north line of Section 14 and boundary of the aforementioned Parcel 1;

Thence S89°12'01"E, 102.31 feet along the north line of Section 14 and boundary of Parcel 1 to the POINT OF BEGINNING.

The above–described parcel contains 44.00 acres, more or less.

The public streets shown on this plat are hereby dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon, and no permanent structures, other than for such uses and purposes, are to be erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water service from Star Sewer and Water District, and Star Sewer and Water District has agreed in writing to serve all lots within the subdivision. Irrigation water has been provided from Canyon County Water Company LTD. via the Homeowners Association, in compliance with Idaho Code 31–3805(1)(b). Lots within this subdivision will be entitled to irrigation water rights, and will be obligated for assessments from Canyon County Water Company LTD.

In witness whereof, I have hereunto set my hand:

River Park Investments, LLC, An Idaho Limited Limited Liability Company

James Hunter, Governor

River Park Investments, LLC

Acknowledgment

State of Idaho)
) S.S.
County Of Canyon)

On this _____ day of _____, year of 20____, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared James Hunter, known or identified to me to be a Governor of River Park Investments, LLC, an Idaho Limited Liability Company, the company that executed the within instrument, and acknowledged to me that River Park Investments, LLC executed the same.

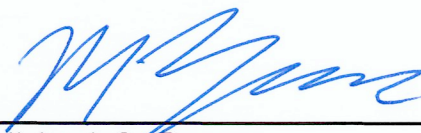
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission expires on

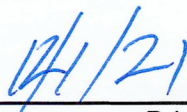
Notary Public for Idaho
Residing in _____, Idaho

Certificate of Surveyor

I, Michael S. Byrns, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of River Park Estates No. 1 Subdivision, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.


Michael S. Byrns




P.L.S. No. 11334

Book Page

Job No. 21–484
Sheet 5 of 6



IDAHO
SURVEY
GROUP, LLC

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

River Park Estates No. 1 Subdivision

Health Certificate

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing City of Star, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Southwest District Health Department Date

Approval of Canyon County Highway District No. 4

Canyon County Highway District No. 4 does hereby accept and approve this plat and the dedicated public streets depicted on the plat, in accordance with the provisions of Idaho Code 50-1312, 50-313, & 50-1330 and pursuant to its authority as set forth in the public agency coordination agreement Canyon Highway District No. 4 and the City of Star dated June 6th, 2007.

Chairman Date

Approval of City Engineer

I, the undersigned, City Engineer in and for the City of Star, Canyon County, Idaho, hereby approve this plat.

City Engineer Date

Approval of City Council

I, the undersigned, Clerk in and for the City of Star, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the _____ day of _____, 20____, this plat was duly accepted and approved.

City Clerk, Star, Idaho

Certificate Of County Recorder

Certificate Of County Surveyor

I, the undersigned, Professional Land Surveyor in and for Canyon County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

County Surveyor Date


Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of Idaho Code 50-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

County Treasurer Date



Book Page

 IDAHO
SURVEY
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Job No. 21-484
Sheet 6 of 6

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LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CITY OF STAR CODE

STREET OR PERIMETER YARD:
1 CLASS II TREE PER 35 LF ALONG STREET PARKWAY STRIPS

STREET	LENGHT (LF)	TREES REQUIRED	TREES PROVIDED
BLESSINGER			
WEST 1	47	1	1
EAST 1	47	1	1
WEST 2	376	11	11
EAST 2	398	11	11
EAST 3	1042	30	30
EAST 4	992	28	28
LANDRUFF LANE			
NORTH	705	20	20
SOUTH 1	481	14	14
SOUTH 2	110	3	3
CAMPOLINA WAY			
NORTH 1	243	7	7
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COMMON AREAS:

*QUALIFIED OPEN SPACE

-OPEN GRASSY AREA, 50'X100' (PROVIDED IN OVERALL)

-POND(S) (PROVIDED)

-PATHWAY (GREENBELT PROVIDED IN OVERALL)

-CLUBHOUSE (PROVIDED IN OVERALL)

-POOL (PROVIDED IN OVERALL)

*1 TREE PER 4000 SF, 2:1 SUBSTITUTION OF CONIFERS TO REPLACE SHADE TREES

**NOTE - POND AREAS & SLOPES NOT COUNTED TOWARD CALCULATED AREAS

COMMON AREA	AREA	SHADE TREES REQUIRED	CONIFERS PROVIDED
L1/B6	1403	1	2
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L1/B1 EAST	7831	2	4+
L1/B8	22233	6	12+
L5/B3	11234	3	6+
L1/B2 WEST	7174	2	4+
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MINIMUM PLANT SIZES & ADDITIONAL REQUIREMENTS:

PLANT TYPE: MINIMUM SIZE

*EVERGREEN TREES: 6'-0" HT. MIN.

*ORNAMENTAL TREES: 2" CALIPER MIN.

*SHADE TREES: 2" CALIPER MIN.

*WOODY SHRUBS: 2 GAL. MIN.

BIODIVERSITY	5 SPECIES REQUIRED
41+ TREES	

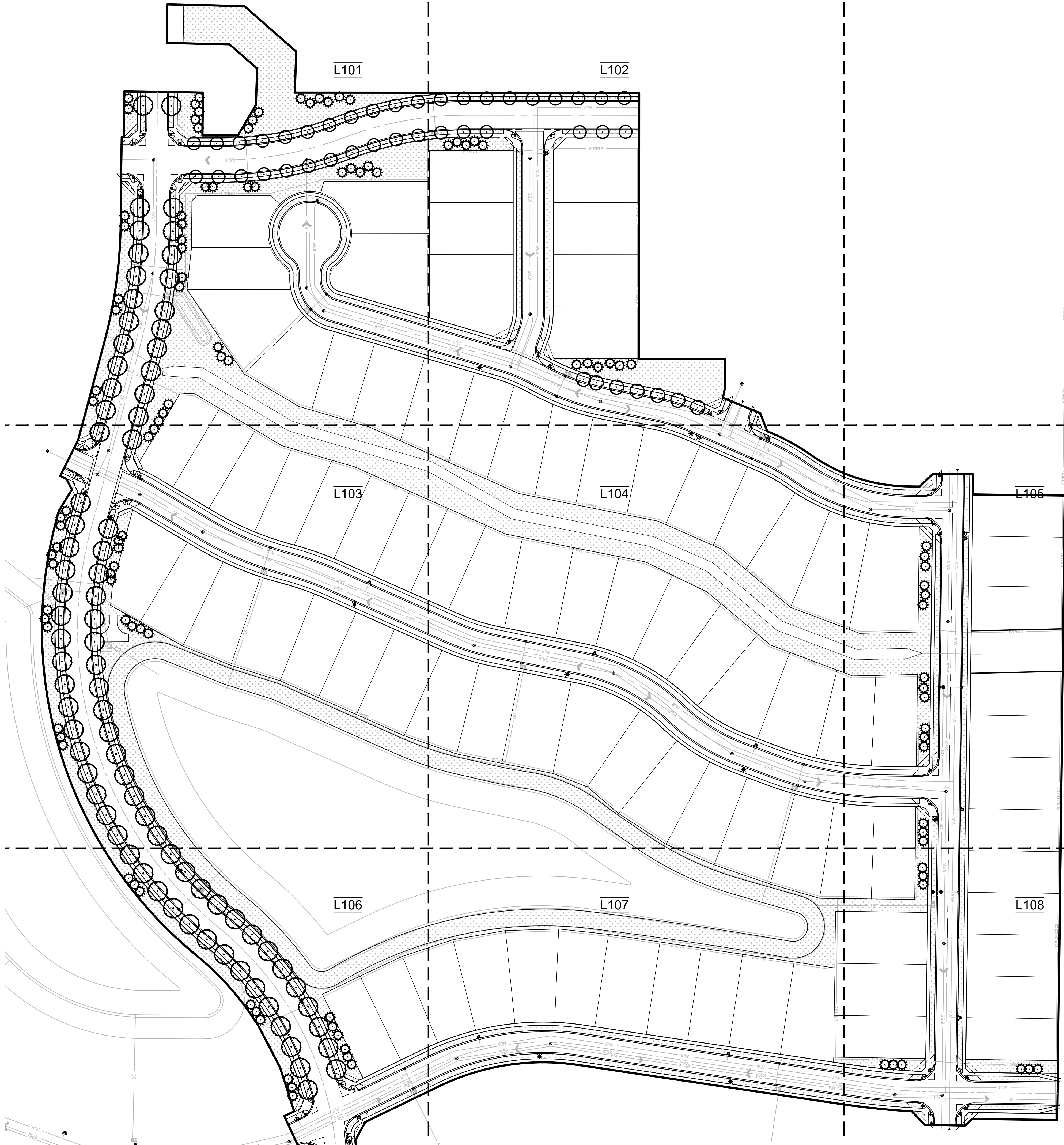
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SEEDED LAWN: TALL TURF-TYPE FESCUE
OR APPROVED OTHER



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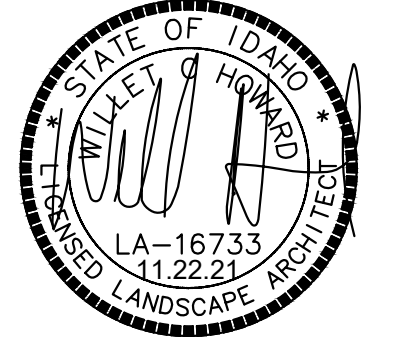
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RIVER PARK #1

STAR, IDAHO

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
CHECKED BY: JB

DRAWING TITLE

LANDSCAPE
OVERVIEW

SHEET NUMBER

L100

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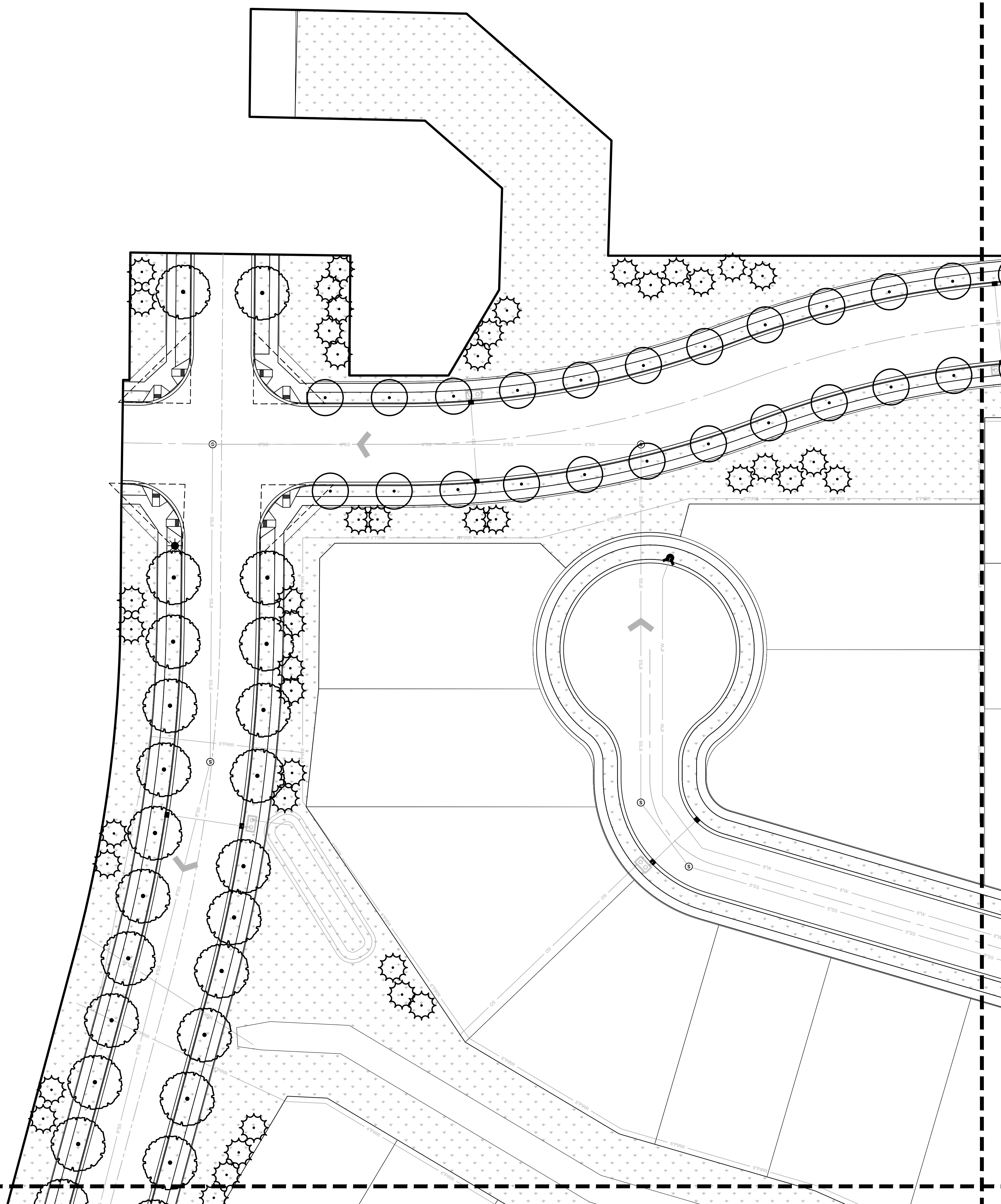
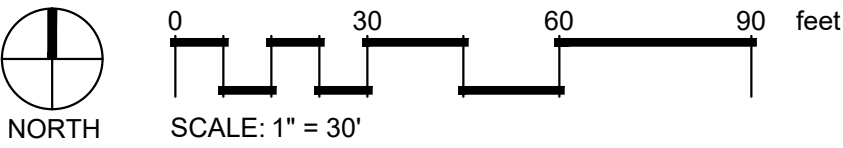
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41+ TREES 5 SPECIES REQUIRED

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SEEDING LAWN- TALL TURF-TYPE FESCUE
OR APPROVED OTHER





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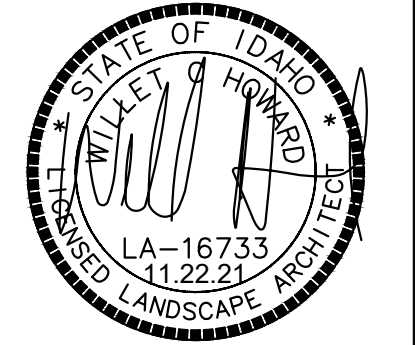
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RIVER PARK #1

STAR, IDAHO

REVISIONS		
MRK	DATE	Description
△	**	**

JOB NO: 21-2184

DATE: 11.22.2021

DRAWN BY: JB

CHECKED BY: JB

DRAWING TITLE

**LANDSCAPE
PLAN - AREA 1**

SHEET NUMBER

L101

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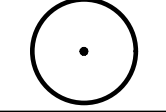
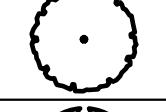
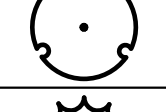
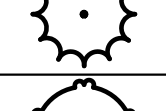

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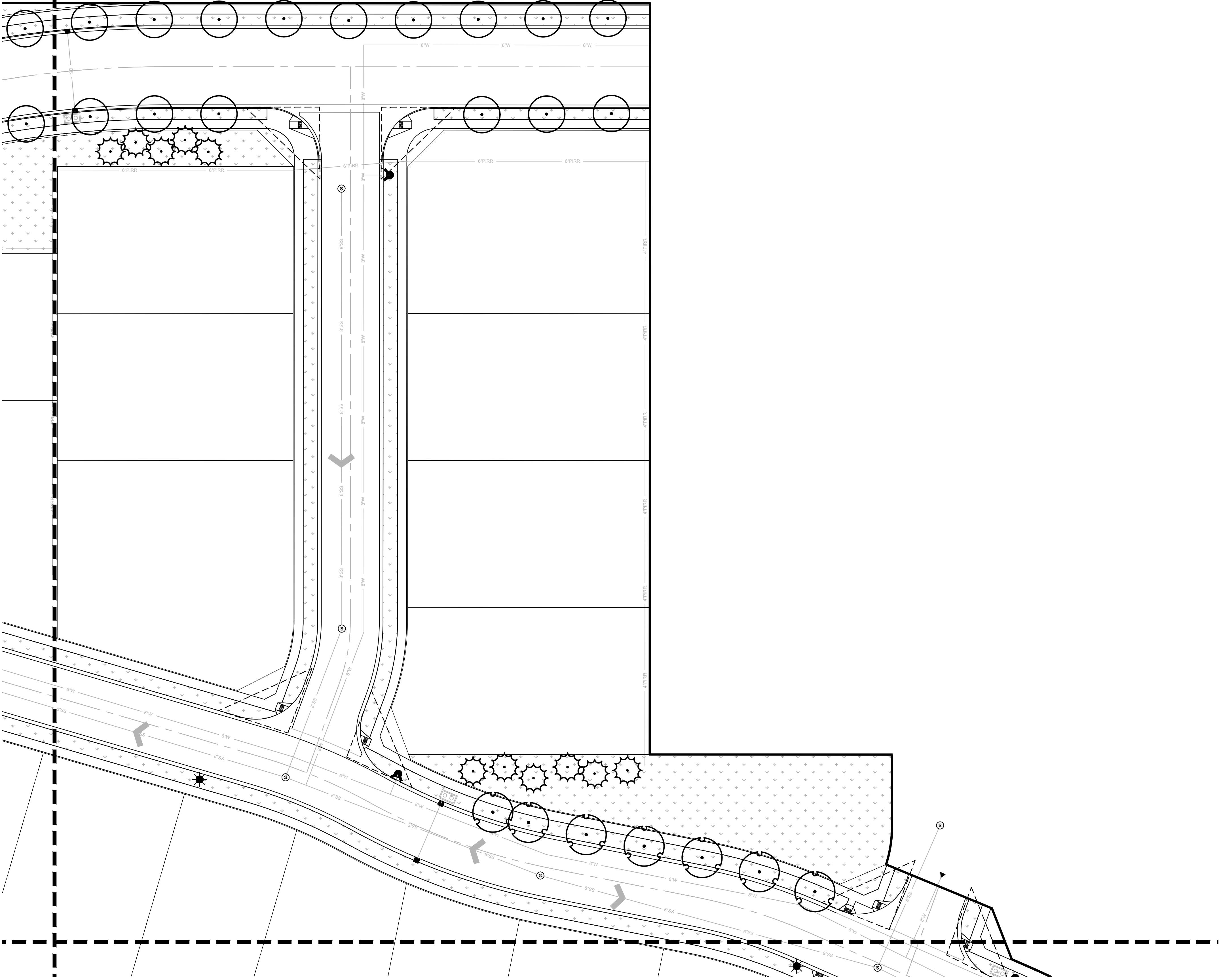
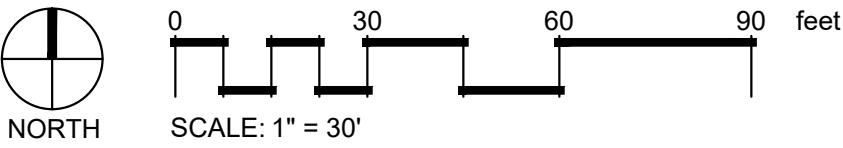
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PLANT SCHEDULE

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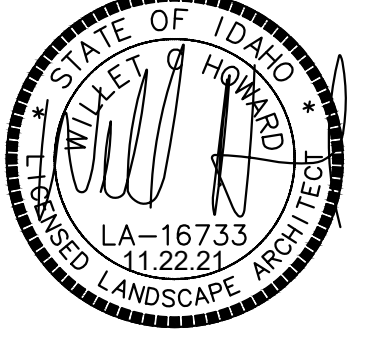
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RIVER PARK #1
STAR, IDAHO

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JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
CHECKED BY: JB

DRAWING TITLE
LANDSCAPE PLAN - AREA 2
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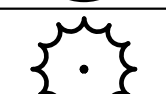

LANDSCAPE REQUIREMENTS:

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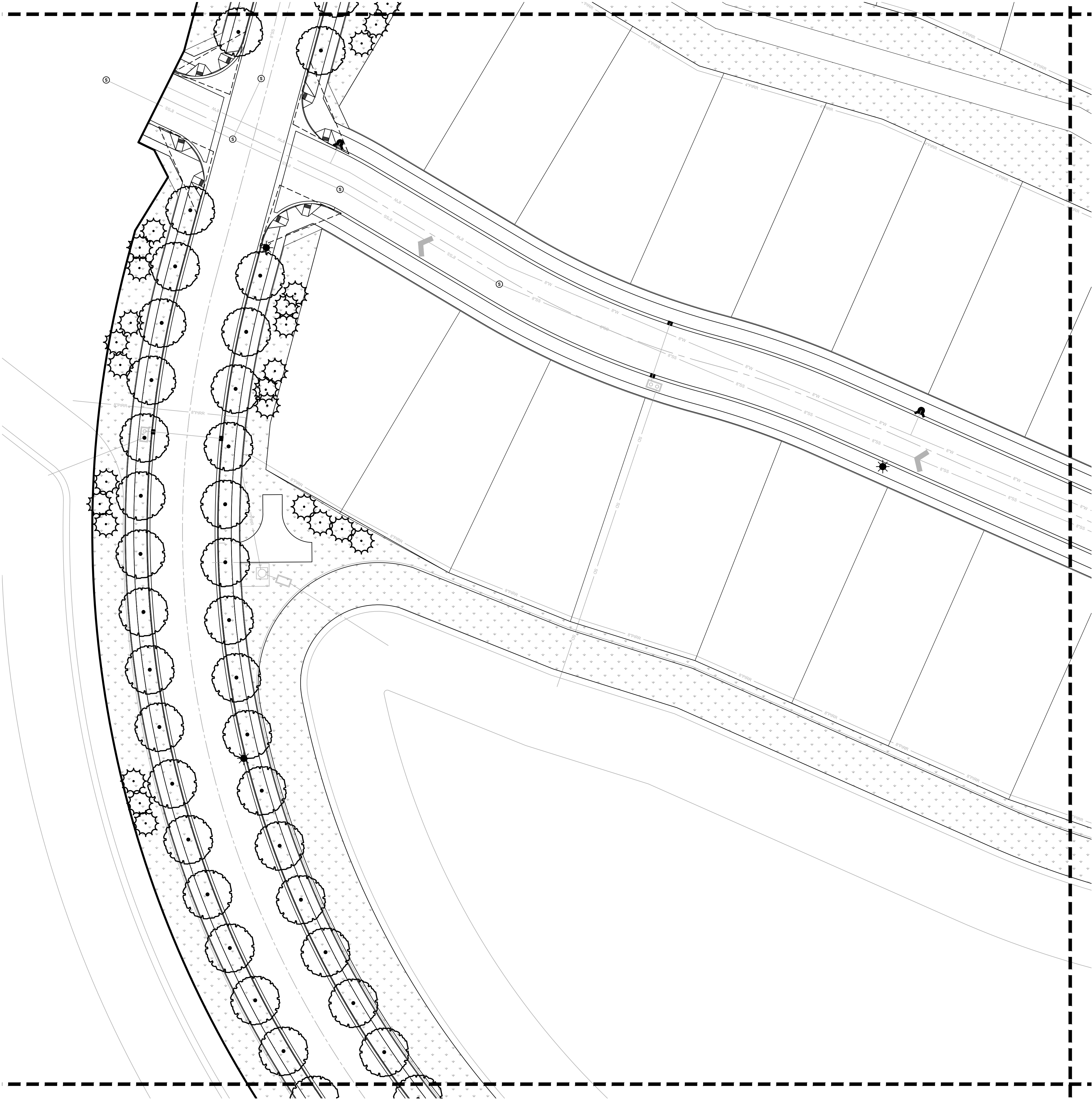
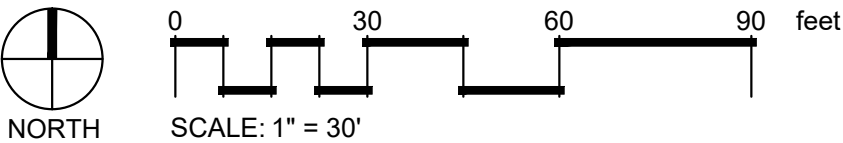
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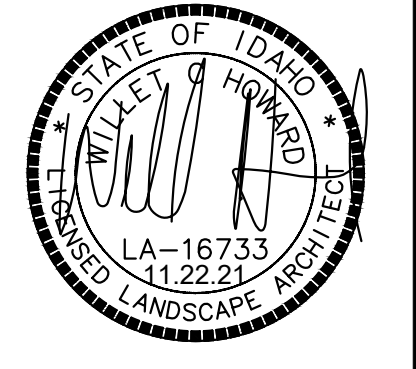
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△	**	**

JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
CHECKED BY: JB

DRAWING TITLE

LANDSCAPE
PLAN - AREA 3

SHEET NUMBER

L103

STACK ROCK GROUP - CITY REVIEW SET

32

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LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CITY OF STAR CODE

STREET OR PERIMETER YARD:
1 CLASS II TREE PER 35 LF ALONG STREET PARKWAY STRIPS

STREET	LENGHT (LF)	TREES REQUIRED	TREES PROVIDED
BLESSINGER			
WEST 1	47	1	1
EAST 1	47	1	1
WEST 2	376	11	11
EAST 2	398	11	11
EAST 3	1042	30	30
EAST 4	992	28	28
LANDRUFF LANE			
NORTH	705	20	20
SOUTH 1	481	14	14
SOUTH 2	110	3	3
CAMPOLINA WAY			
NORTH 1	243	7	7
BIG WOOD WAY			
NORTH 1	143	4	4
NORTH 2	109	3	3
SOUTH 1	109	3	3
APPALOOSA AVE			
WEST 1	330	9	9
EAST 1	909	26	26
WEST 2	336	10	10

COMMON AREAS:
-QUALIFIED OPEN SPACE
-OPEN GRASSY AREA, 50'X100' (PROVIDED IN OVERALL)
-PONDS (PROVIDED)
-PATHWAY (GREENBELT PROVIDED IN OVERALL)
-CLUBHOUSE (PROVIDED IN OVERALL)
-POOL (PROVIDED IN OVERALL)
1 TREE PER 4000 SF, 2:1 SUBSTITUTION OF CONIFERS TO REPLACE SHADE TREES
**NOTE - POND AREAS & SLOPES NOT COUNTED TOWARD CALCULATED AREAS




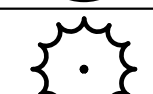

COMMON AREA	AREA	SHADE TREES REQUIRED	CONIFERS PROVIDED
L1/B6	1403	1	2
L1/B4	26396	7	14
L1/B7	8333	2	4+
L1/B1 WEST	35050	9	18+
L1/B1 EAST	7631	2	4+
L1/B8	22233	6	12+
L5/B3	11234	3	6+
L1/B2 WEST	7174	2	4+
L1/B2 EAST	8765	2	4+
L23/B2	2230	1	2+
L1/B5	3015	1	2+

MINIMUM PLANT SIZES & ADDITIONAL REQUIREMENTS:

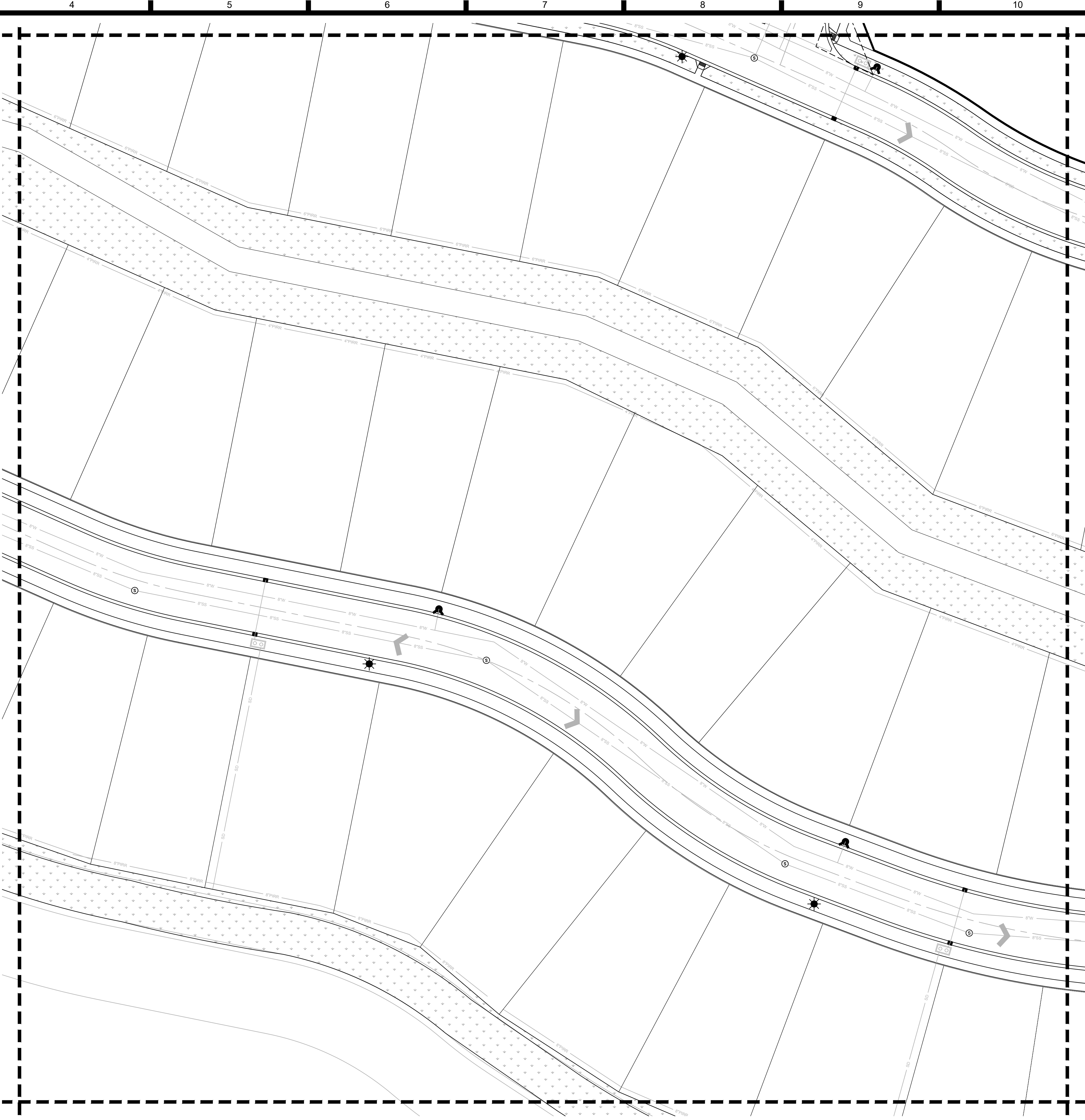
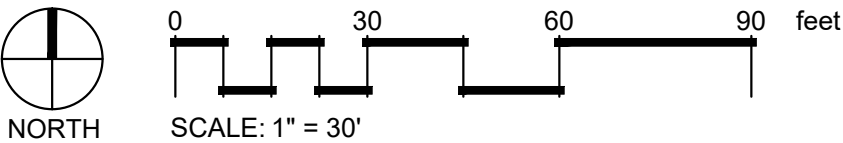
PLANT TYPE: MINIMUM SIZE
*EVERGREEN TREES: 6'-0" HT. MIN.
*ORNAMENTAL TREES: 2" CALIPER MIN.
*SHADE TREES: 2" CALIPER MIN.
*WOODY SHRUBS: 2 GAL. MIN.


- BIODIVERSITY
- 41+ TREES 5 SPECIES REQUIRED
- TREES SHALL BE SELECTED FROM TREASURE VALLEY TREE GUIDE
- 1 TREE PER LOT BY EACH INDIVIDUAL BUILDER/LOT OWNER

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	Acer truncatum 'Norwegian Sunset' / Norwegian Sunset Maple	B & B	3" Cal		55	35' TALL & 25' WIDE
	Gleditsia triacanthos inermis 'Sunburst' / Sunburst Common Honeylocust	B & B	3"		186	40' H x 35' W, Class II
	Liquidambar styraciflua 'Rotundiloba' / Rotundiloba Sweetgum	B&B	3"		21	45' H x 25' W, Class II
	Picea pungens / Colorado Blue Spruce	B & B		6'-7' H	218	30' TALL & 20' WIDE
	Pyrus calleryana 'Chanticleer' / Chanticleer Callery Pear	B & B	3" Cal		10	35'-45' H & 20' W, Class II Shade Tree 9 Pts

SEEDED LAWN- TALL TURF-TYPE FESCUE
OR APPROVED OTHER





STACK ROCK GROUP
LANDSCAPE
ARCHITECTURE
& MASTER PLANNING

(208) 345-0500
404 S 8th St. #154
Boise, ID 83702
StackRockGroup.com

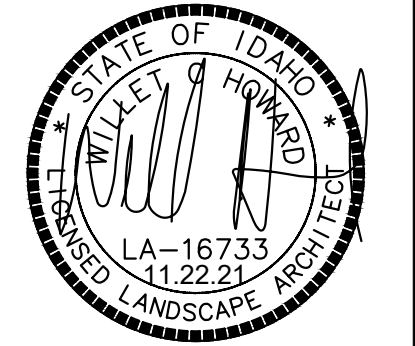
WILLET C HOWARD, PLA
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RIVER PARK #1

STAR, IDAHO

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
CHECKED BY: JB

DRAWING TITLE

LANDSCAPE
PLAN - AREA 4

SHEET NUMBER

L104

STACK ROCK GROUP - CITY REVIEW SET

33

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LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CITY OF STAR CODE

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SOUTH 2	110	3	3
CAMPOLINA WAY			
NORTH 1	243	7	7
BIG WOOD WAY			
NORTH 1	143	4	4
NORTH 2	109	3	3
SOUTH 1	109	3	3
APPALOOSA AVE			
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COMMON AREAS:
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*OPEN GRASSY AREA, 50'X100' (PROVIDED IN OVERALL)
*POND (PROVIDED)
*PATHWAY (GREENBELT PROVIDED IN OVERALL)
*CLUBHOUSE (PROVIDED IN OVERALL)
*POOL (PROVIDED IN OVERALL)
*1 TREE PER 4000 SF, 2:1 SUBSTITUTION OF CONIFERS TO REPLACE SHADE TREES
**NOTE - POND AREAS & SLOPES NOT COUNTED TOWARD CALCULATED AREAS

COMMON AREA	AREA	SHADE TREES REQUIRED	CONIFERS PROVIDED
L1/B6	1403	1	2
L1/B4	26396	7	14
L1/B7	8333	2	4+
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L5/B3	11234	3	6+
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L23/B2	2230	1	2+
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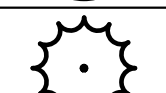

MINIMUM PLANT SIZES & ADDITIONAL REQUIREMENTS:

PLANT TYPE: MINIMUM SIZE
*EVERGREEN TREES: 6'-0" HT. MIN.
*ORNAMENTAL TREES: 2" CALIPER MIN.
*SHADE TREES: 2" CALIPER MIN.
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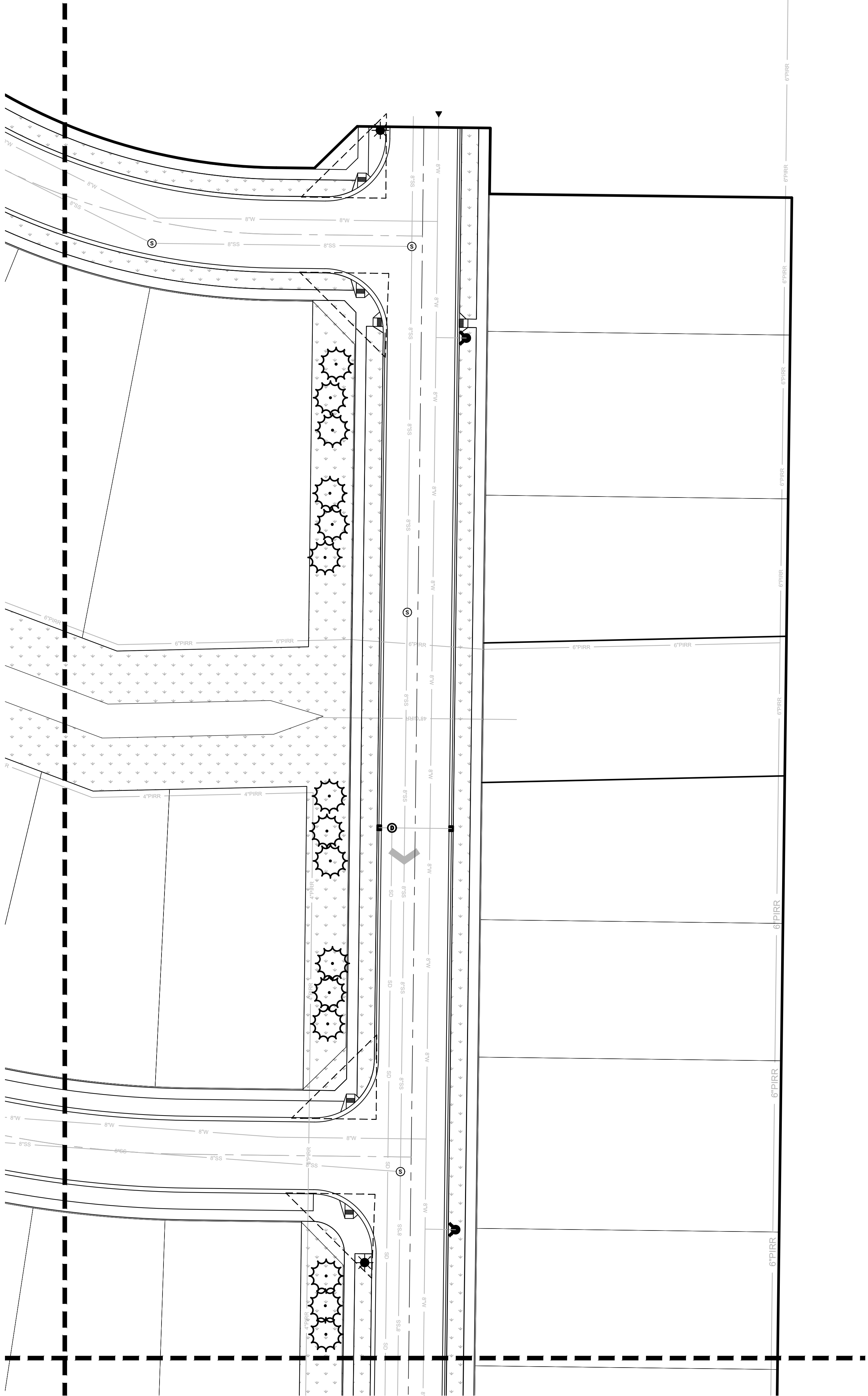
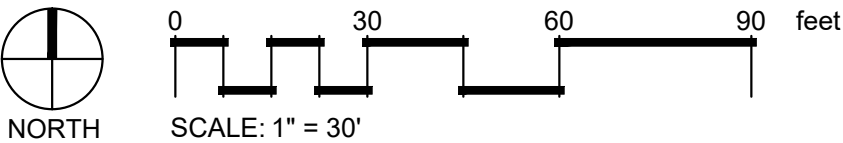
- BIODIVERSITY
- 41+ TREES 5 SPECIES REQUIRED

- TREES SHALL BE SELECTED FROM TREASURE VALLEY TREE GUIDE
- 1 TREE PER LOT BY EACH INDIVIDUAL BUILDER/LOT OWNER

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	Acer truncatum 'Norwegian Sunset' / Norwegian Sunset Maple	B & B	3" Cal		55	35' TALL & 25' WIDE
	Gleditsia triacanthos inermis 'Sunburst' / Sunburst Common Honeylocust	B & B	3"		186	40' H x 35' W, Class II
	Liquidambar styraciflua 'Rotundiloba' / Rotundiloba Sweetgum	B&B	3"		21	45' H x 25' W, Class II
	Picea pungens / Colorado Blue Spruce	B & B		6'-7' H	218	30' TALL & 20' WIDE
	Pyrus calleryana 'Chanticleer' / Chanticleer Callery Pear	B & B	3" Cal		10	35'-45' H & 20' W, Class II Shade Tree 9 Pts

SEEDED LAWN- TALL TURF-TYPE FESCUE
OR APPROVED OTHER



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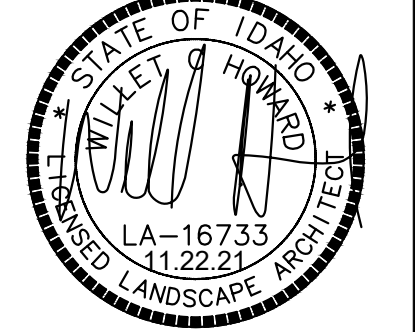
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RIVER PARK #1

STAR, IDAHO

MRK	DATE	Description
△	**	**

JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
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LANDSCAPE
PLAN - AREA 5

SHEET NUMBER

L105

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LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CITY OF STAR CODE

STREET OR PERIMETER YARD:
1 CLASS II TREE PER 35 LF ALONG STREET PARKWAY STRIPS

STREET	LENGHT (LF)	TREES REQUIRED	TREES PROVIDED
BLESSINGER			
WEST 1	47	1	1
EAST 1	47	1	1
WEST 2	376	11	11
EAST 2	398	11	11
EAST 3	1042	30	30
EAST 4	992	28	28
LANDRUFF LANE			
NORTH	705	20	20
SOUTH 1	481	14	14
SOUTH 2	110	3	3
CAMPOLINA WAY			
NORTH 1	243	7	7
BIG WOOD WAY			
NORTH 1	143	4	4
NORTH 2	109	3	3
SOUTH 1	109	3	3
APPALOOSA AVE			
WEST 1	330	9	9
EAST 1	909	26	26
WEST 2	336	10	10

COMMON AREAS:
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-PONDS (PROVIDED)
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**NOTE - POND AREAS & SLOPES NOT COUNTED TOWARD CALCULATED AREAS






COMMON AREA	AREA	SHADE TREES REQUIRED	CONIFERS PROVIDED
L1/B6	1403	1	2
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L5/B3	11234	3	6+
L1/B2 WEST	7174	2	4+
L1/B2 EAST	8765	2	4+
L23/B2	2230	1	2+
L1/B5	3015	1	2+

MINIMUM PLANT SIZES & ADDITIONAL REQUIREMENTS:

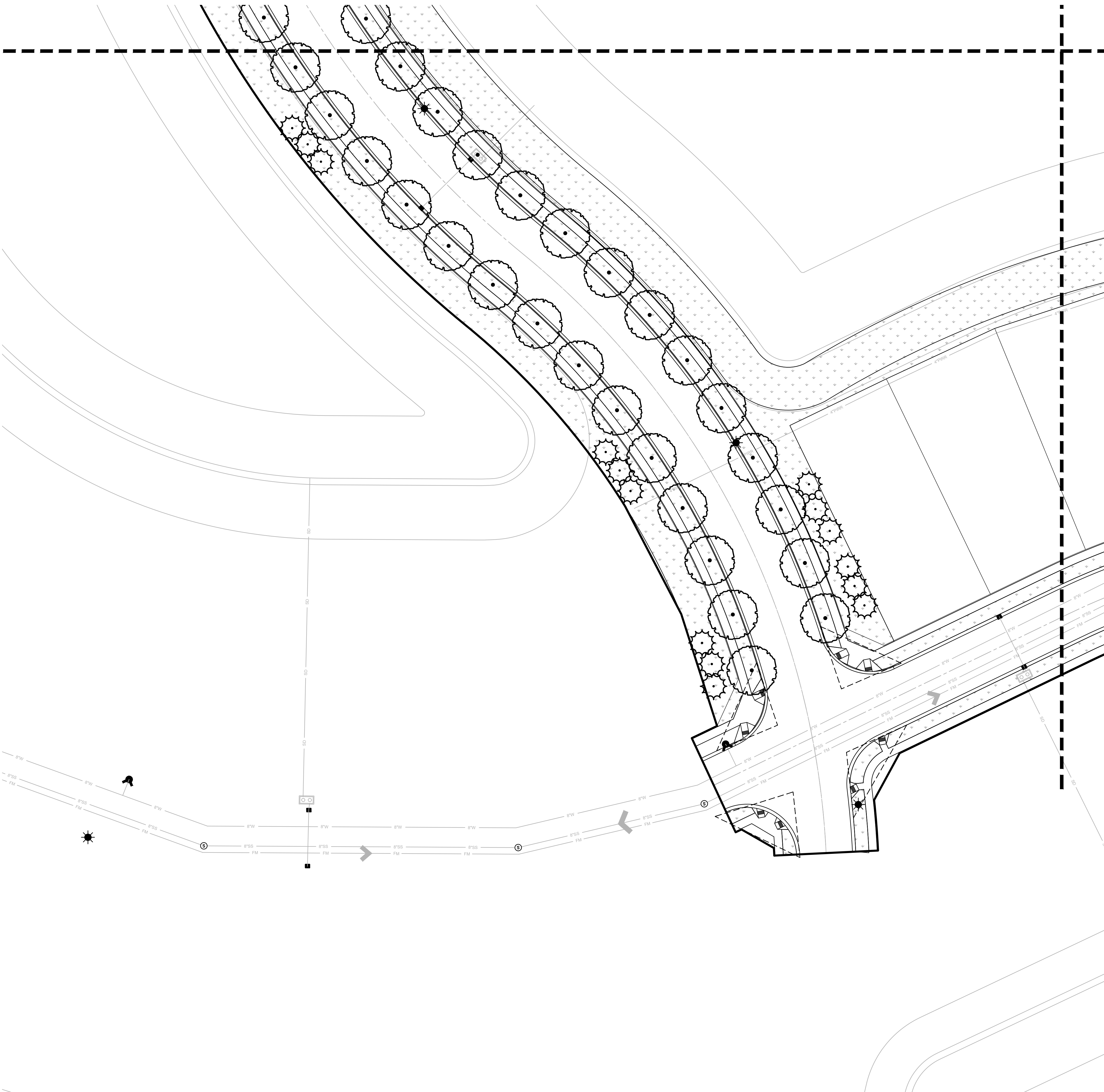
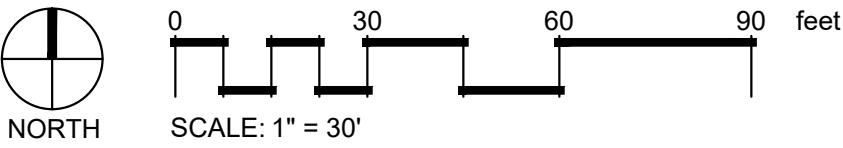
PLANT TYPE: MINIMUM SIZE
*EVERGREEN TREES: 6'-0" HT. MIN.
*ORNAMENTAL TREES: 2" CALIPER MIN.
*SHADE TREES: 2" CALIPER MIN.
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- BIODIVERSITY
- 41+ TREES 5 SPECIES REQUIRED
- TREES SHALL BE SELECTED FROM TREASURE VALLEY TREE GUIDE
- 1 TREE PER LOT BY EACH INDIVIDUAL BUILDER/LOT OWNER

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
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	Gleditsia triacanthos inermis 'Sunburst' / Sunburst Common Honeylocust	B & B	3"		186	40' H x 35' W, Class II
	Liquidambar styraciflua 'Rotundiloba' / Rotundiloba Sweetgum	B&B	3"		21	45' H x 25' W, Class II
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SEEDED LAWN- TALL TURF-TYPE FESCUE
OR APPROVED OTHER

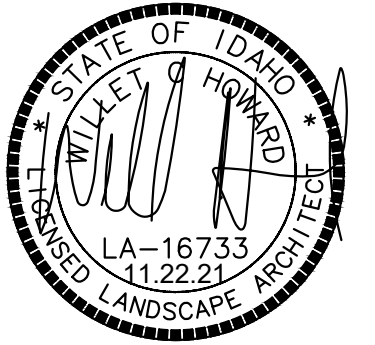


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RIVER PARK #1
STAR, IDAHO

MRK	DATE	Description
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JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
CHECKED BY: JB

DRAWING TITLE

LANDSCAPE PLAN - AREA 6

SHEET NUMBER
L106

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LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CITY OF STAR CODE

STREET OR PERIMETER YARD:
1 CLASS II TREE PER 35 LF ALONG STREET PARKWAY STRIPS

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EAST 1	47	1	1
WEST 2	376	11	11
EAST 2	398	11	11
EAST 3	1042	30	30
EAST 4	992	28	28
LANDRUFF LANE			
NORTH	705	20	20
SOUTH 1	481	14	14
SOUTH 2	110	3	3
CAMPOLINA WAY			
NORTH 1	243	7	7
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NORTH 1	143	4	4
NORTH 2	109	3	3
SOUTH 1	109	3	3
APPALOOSA AVE			
WEST 1	330	9	9
EAST 1	909	26	26
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COMMON AREAS:
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-PONDS (PROVIDED)
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MINIMUM PLANT SIZES & ADDITIONAL REQUIREMENTS:

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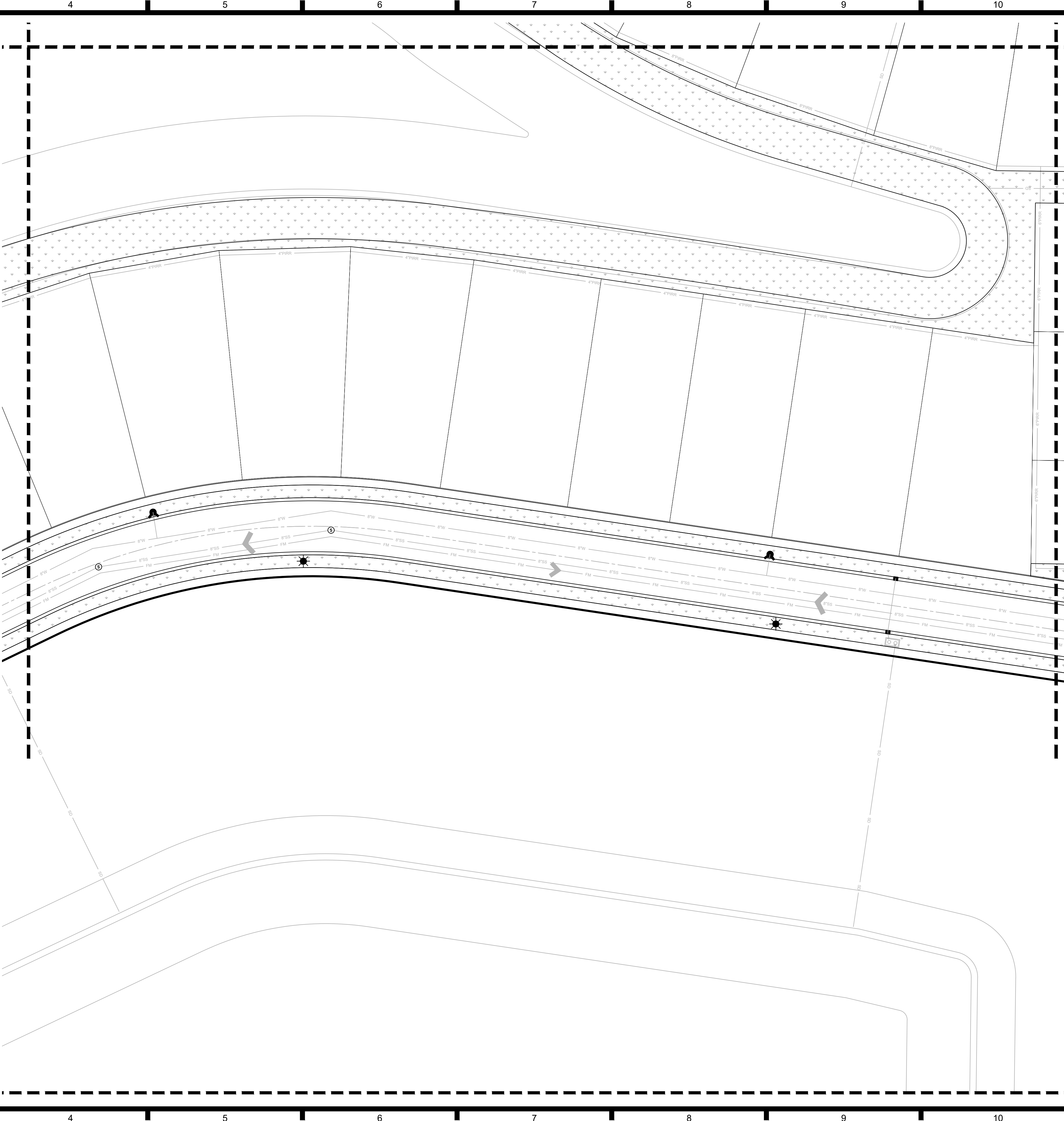
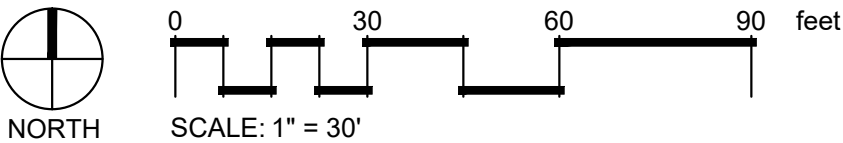
-BIODIVERSITY
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PLANT SCHEDULE

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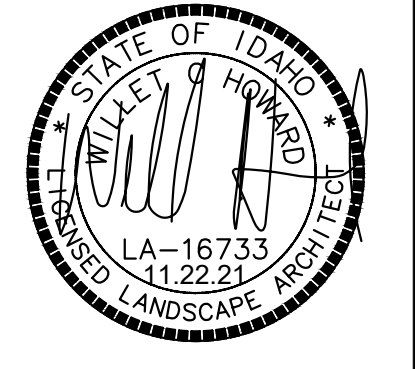
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RIVER PARK #1

STAR, IDAHO

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
CHECKED BY: JB

DRAWING TITLE

LANDSCAPE
PLAN - AREA 7

SHEET NUMBER

L107

STACK ROCK GROUP - CITY REVIEW SET

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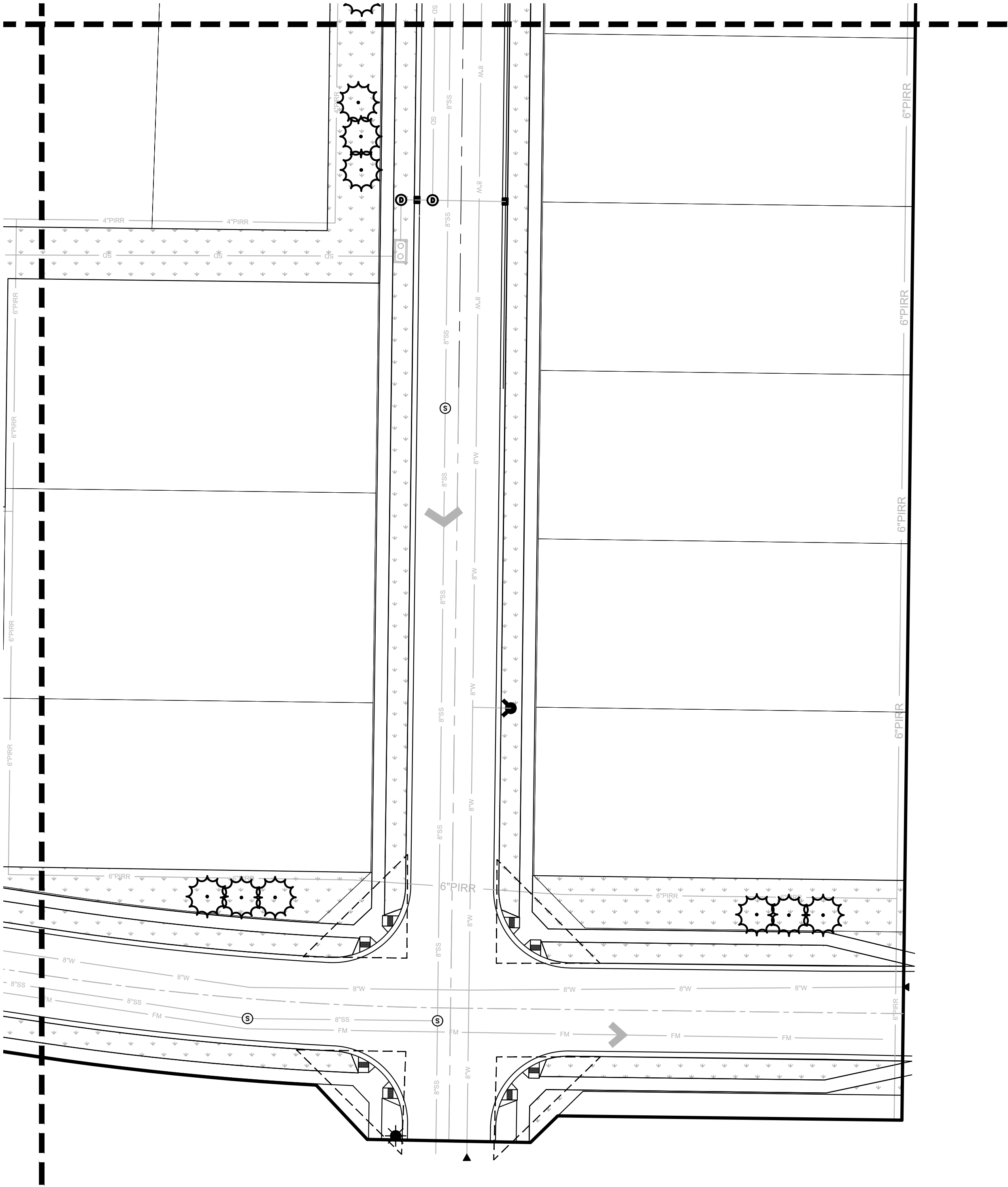
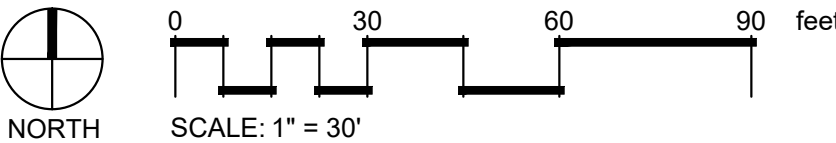
- BIODIVERSITY
- 41+ TREES 5 SPECIES REQUIRED

- TREES SHALL BE SELECTED FROM TREASURE VALLEY TREE GUIDE
- 1 TREE PER LOT BY EACH INDIVIDUAL BUILDER/LOT OWNER

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	Acer truncatum 'Norwegian Sunset' / Norwegian Sunset Maple	B & B	3" Cal		55	35' TALL & 25' WIDE
	Gleditsia triacanthos inermis 'Sunburst' / Sunburst Common Honeylocust	B & B	3"		186	40' H x 35' W, Class II
	Liquidambar styraciflua 'Rotundiloba' / Rotundiloba Sweetgum	B&B	3"		21	45' H x 25' W, Class II
	Picea pungens / Colorado Blue Spruce	B & B		6'-7' H	218	30' TALL & 20' WIDE
	Pyrus calleryana 'Chanticleer' / Chanticleer Callery Pear	B & B	3" Cal		10	35'-45' H & 20' W, Class II Shade Tree 9 Pts

SEEDED LAWN- TALL TURF-TYPE FESCUE
OF APPROVED OTHER



STACK ROCK
GROUP

LANDSCAPE
ARCHITECTURE
& MASTER PLANNING

(208) 345-0500
404 S 8th St. #154
Boise, ID 83702
StackRockGroup.com

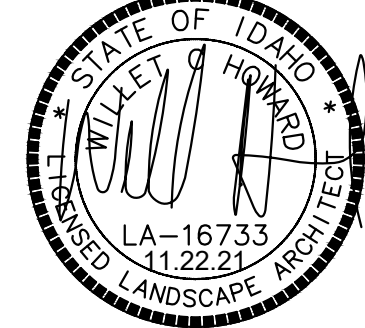
WILLET C HOWARD, PLA
OFFICE: (208) 345.0500 EMAIL:
WILL@STACKROCKGROUP.COM
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NOT FOR CONSTRUCTION

RIVER PARK #1

STAR, IDAHO

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
CHECKED BY: JB

DRAWING TITLE

LANDSCAPE
PLAN - AREA 8

SHEET NUMBER

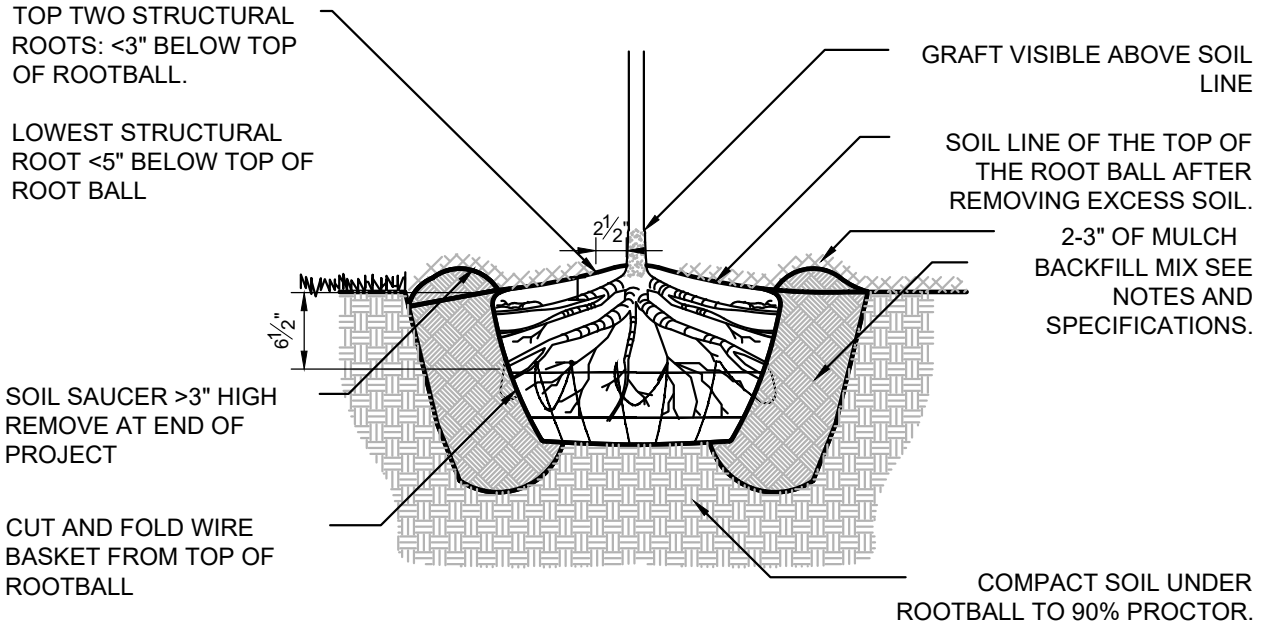
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LANDSCAPE NOTES:

- REGULATIONS & STANDARDS
 - All contractor work shall be conducted in accordance with ISPMC (Idaho Standard Public Works Construction), 2021 (or most recent published); and City of Star, ID codes, standards and state and local regulations.
- EXISTING CONDITIONS
 - All utilities shall be located prior to construction and protected. Any damage to structures, utilities or concrete will be replaced at contractor's expense.
 - The site has many existing improvements such as underground utilities, curb and gutter, light poles and sidewalks.
 - See Engineer's plans for information about existing features.
 - Refer to civil plans for all existing and/or proposed drainage pipes & locations, utilities. Protect all drainage at all times, protect all utilities at all times.
- GRADING & SITE PREPARATION
 - Prepare finish grades for planting by grubbing and removing weeds. If necessary apply Round-Up (or equivalent herbicide), using a certified applicator. Remove rocks and other materials over 2".
 - All gravel overprep to be removed and disposed of off site.
 - Finish grade to be smooth transition to allow for entire site to be a natural flowing space.
 - Fine grade lawn areas to elevations set by Engineer's plans with positive drainage away from structures.
 - Refer to Engineer's plans for grading information & for all drainage pipes and locations. Protect and retain drainage at all times.
 - No pooling or standing water will be accepted per industry standards.
- SOILS
 - Lawn areas shall receive 12" min depth of screened topsoil.
 - All planter beds shall receive 18" min depth of screened topsoil.
 - Reuse of existing topsoil that has been stockpiled on site is permitted if:
 - Topsoil is tested and analyzed to ensure a proper growing medium. Provide additional amendments as determined by soil tests.
 - Topsoil is to be loose, friable sandy loam that is clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign materials.
 - Topsoil shall have a ph of 6.5 to 8.0.
 - If on site topsoil does not meet these minimum standards contractor is responsible for providing approved imported topsoil or improving onsite topsoil per the approval of the project manager.
 - If imported topsoil is used it must be from a local source and be screened free of any debris or foreign matter. Topsoil must not contain rocks, sticks, lumps, or toxic matter and has a pH of 6.5-8.0.
 - Smooth, compact, and fine grade topsoil in lawn areas to smooth and uniform grade .5" below adjacent surfaces.
 - Amend all new plantings with 2 parts topsoil, 1 part compost.
- LAWN AREAS
 - Sodded lawn to be tall turf-type fescue, or approved other.
 - Sodded lawn to be regionally/locally harvested, lay sod within 24 hours of harvesting.
 - Lay sod to form a solid mass with offset, tightly fitted joints on even grades.
 - Any existing lawn that is damaged shall be replaced with sodded lawn of the same type of existing lawn.
 - All lawn areas adjacent to planter beds, gravel areas, or aggregate pathways shall have 4" black steel edging installed per manufacturer recommendations. Other applications to be approved by owner and landscape architect.
 - Lawn adjacent to buildings, structures shall be a minimum of 18" away from foundations. Lawn adjacent to fences or other screening elements shall be a minimum of 9' away.
 - Install 3" chips or other approved gravel mulch type in mow strip at a depth of 3" over commercial grade weed barrier fabric installed per manufacturer recommendations.
 - Provide tree rings with a minimum 3' diameter around all trees located in lawn, mulch type & installation/application to match all other planter beds.
- PLANTER BED MULCH
 - All planter beds to receive 3" depth of black & tan mini rock mulch or approved equal, submit for approval prior to placement. Install over commercial grade weed barrier fabric per manufacturer recommendations.
- PLANTS
 - All plant material shall be installed per industry standards.
 - All plant material shall meet or exceed the minimum federal standards as regulated by ANSI z60.1, American Standard for Nursery Stock. Plants not meeting these standards for quality, or plants determined to be unhealthy by Owner's representative, will be rejected.
 - All Ball and Burlap trees to be installed per Balled and Burlapped planting detail. All shrubs to be installed per detail.
 - Trees and shrubs over 30" shall not be planted within clear vision triangles.
 - Fertilize all trees and shrubs with 'Agriform' planting tablets or approved equal. Apply per manufacturers recommendations.
- IRRIGATION
 - Irrigation system shall be built to the following specifications:
 - Adhere to city codes when connecting to city water.
 - All irrigation material to be new with manufacturers' warranty fully intact.
 - Install outdoor rated controller in specified location on plan, in a lock box with 2 keys. Coordinate with project manager and general contractor on exact location.
 - Controller to have On/Off rain switch or rain shut off device that does not alter program.
 - All remote control valves (including master control valve) to have flow control device.
 - Irrigation system piping to be minimum class 200 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.
 - All pipe above 3" caliber to be gasketed, with approved joint restraints at all 45, TEE, ELL, 22, 11.
 - Use common trenching where possible..
 - All PVC located under hardscapes to be schedule 40 PVC with same req's as above.
 - All wires to be Paige wire 7350 or 7351 direct bury wire at a minimum of 12" below finished grade.
 - Connect mainline to point of connection in approximate location shown on plan.
 - Contractor is responsible complying with all codes and paying all permits necessary.
 - Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
 - All drip irrigation to be buried 2" below finished grade.
 - Water schedule to be provided at a min of 80% evapotranspiration as determined by the local ET.
 - Install all irrigation per Irrigation drawings, utilize material specified or approved equal.
 - Contractor shall confirm the static water pressure at least five days before construction begins and to contact the landscape architect in writing if the pressure is below 80 psi.
 - If any discrepancies are found, then local codes shall prevail.
- CONTRACTOR RESPONSIBILITIES
 - Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.
 - All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Acceptance by Owner. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.
 - Landscape contractor to turn in as built drawings at the end of project. Substantial completion will not be granted until 2 copies @ 1"=20' scale are turned in and approved by owner's representative.
- In the event of a discrepancy, notify the Landscape Architect immediately.

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



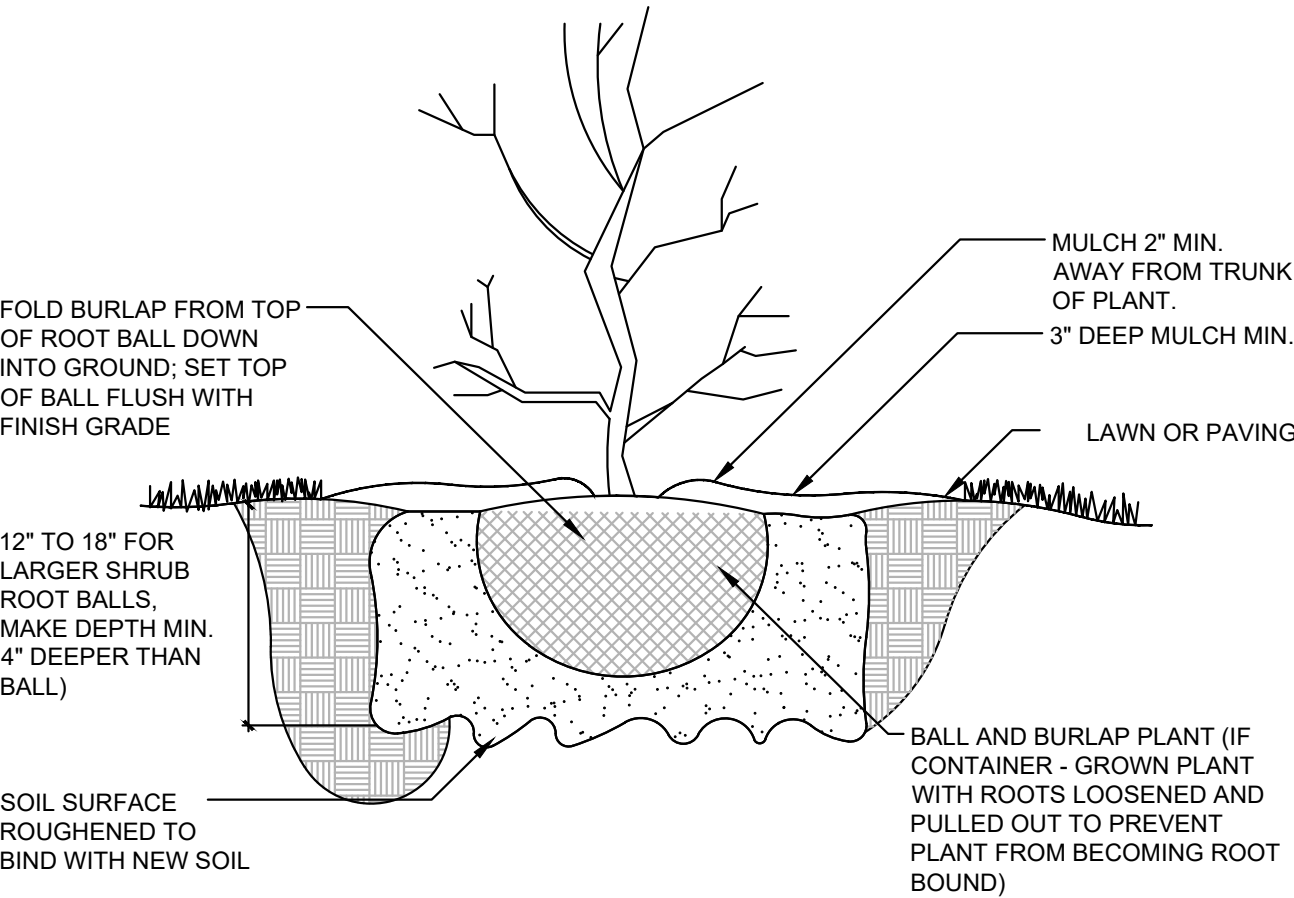
1 BALL & BURLAP TREE PLANTING

3/4" = 1'-0"

3293-01

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

BACKFILL SHALL BE 100% TOPSOIL. WATER SETTLE ALL PLANTINGS TO ENSURE PLANT ROOTBALL MAINTAINS 1/2" HEIGHT ABOVE EXISTING SOILS WHEN COMPLETE.

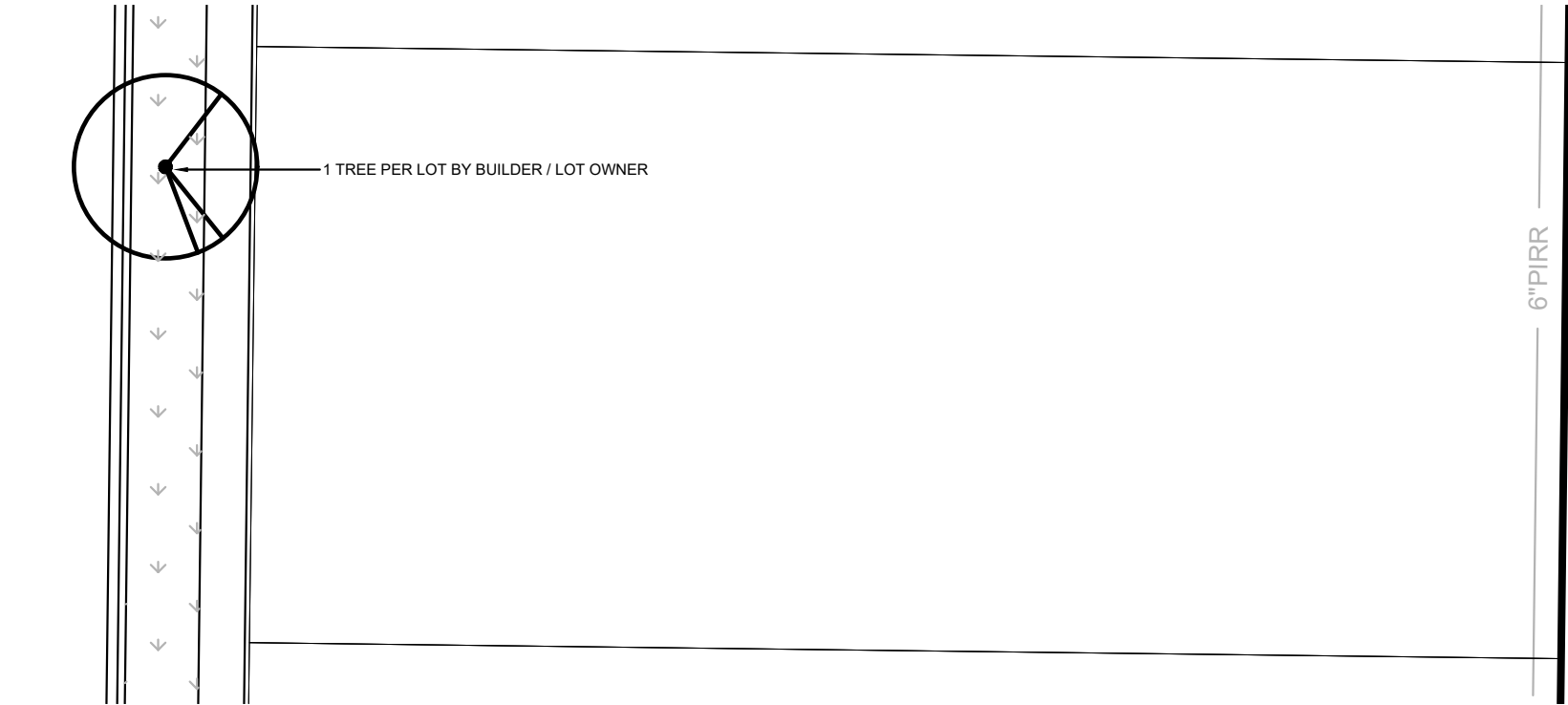


2 SHRUB PLANTING

1" = 1'-0"

329333-03

TREES AT LOTS



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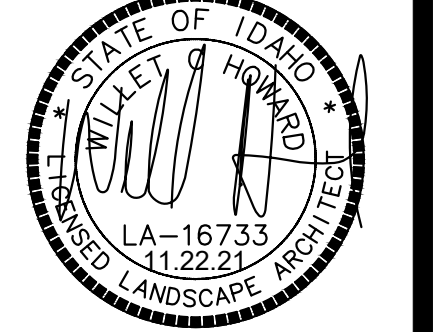
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RIVER PARK #1

STAR, IDAHO

REVISIONS		
MRK	DATE	Description
△	**	**

JOB NO: 21-2184
DATE: 11.22.2021
DRAWN BY: JB
CHECKED BY: JB

DRAWING TITLE

DETAILS & NOTES

SHEET NUMBER

L150



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: City of Star Planning Department

MEETING DATE: April 5, 2022

FILE(S) #: FP-22-03, Final Plat, Breitenbach Ridge Subdivision

REQUEST

Applicant is seeking approval of a Final Plat for Breitenbach Ridge Subdivision consisting of 22 residential lots and 4 common lots on 20.4 acres. The project is located at 12250 & 12300 W. New Hope Road in Star, Idaho. The subject property is generally located on the north side of W. New Hope Road between N. Can Ada Road and N. Munger Road. Ada County Parcel Numbers R7284770300 & R7284770400.

REPRESENTATIVE:

Michelle Ames
IAG Capital
800 W. Main St., Ste. 1460
Boise, Idaho 83702

APPLICANT:

Investment Analytics Group, LLC
800 W. Main St., Ste. 1460
Boise, Idaho 83702

Owner:

WPG Star 20, LLC
27271 Las Ramblas, Ste. 100
Mission Viejo, CA 92691

PROPERTY INFORMATION

Land Use Designation - Residential R-2-DA

Acres - **20.4** acres

Residential Lots - 22

Common Lots - 4

HISTORY

2007 Council approved applications for Annexation and Zoning (AZ-20-21), Preliminary Plat (PP-20-19) and a Development Agreement (DA-20-27) for Breitenbach Ridge Subdivision. The preliminary plat was approved for 22 single family residential lots.

GENERAL DISCUSSION

The Final Plat layout for Breitenbach Ridge Subdivision generally complies with the approved Preliminary Plat.

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

Lot sizes as listed on the preliminary plat range in size from 17,535 square feet to 19,023 square feet, with an average buildable lot area of 18,298 square feet. The subdivision is proposed to develop in a single phase. The Applicant has provided a variety of lot widths and depths for several different housing plans and types.

Two existing homes will remain at the north of the development on platted lots that will be 3.60 and 3.89 acres, respectively.

The applicant has indicated that the development will contain a total of 2.22 acres (10.88%) of open space. This meets the minimum requirement for usable open space in the current Unified Development Code. Section 8-4E-2A(4) allows up to a 50% reduction in total required open space.

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

Shared Driveway – The development proposes to have one (1) shared driveway on the northern portion of the development to access the two large acreage lots. This drive will service the existing homes and allows for access to their existing driveways. The Unified Development Code Section 8-6B-2D (5) requires the driveway to be paved. A fire hydrant is shown on the preliminary plat on the shared drive to service both existing homes. Shared driveways must be approved by the Fire District. To date, the Fire District has not provided review and approval for these driveways.

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

Setbacks: Applicant has not requested any setback waivers from current code.

Minimum Street Frontage	Minimum Front Yard Setback	Minimum Rear Yard setback	Minimum Interior Side Setback	Minimum Street Side Setback
35'	20'	20'	10'	20'

Staff analysis of Final Plat Submittal:

Lot Layout – The gross density of the final plat is 1.08 du/acre, with lots ranging in size from 17,750 square feet to 18,887 square feet. This is aligned with the Preliminary Plat.

Common/Open Space and Amenities

- Large Open Area, 50' x 100'
- Gathering Area/Gazebo

Mailbox Clusters – Approval was given by Star Postmaster, Mel Norton on November 30, 2020 to place the mail cluster on lot 5 Block 4 on the north side of W. Mountain Iris Street. The approval letter is included in the application packet.

Streetlights – Applicant has provided a street line plan, and staff is supportive of the proposed locations for lights. **Applicant will need to provide a street light design for approval prior to signing the final plat.**

Street Names – Ada County requested some of the proposed street names to be modified or changed. The requested changes have been made and are reflected on the submitted final plat. The letter from Ada County is included in the application packet.

Subdivision Name – Breitenbach Ridge Subdivision confirmed by Ada County Development Services on December 7, 2020. The supporting documentation is in the application packet.

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

Deed Restricted Lots- Council required Lots 6 & 7 to be deed restricted from further redevelopment. The Final Plat shall be revised to include a note regarding this Condition.

PUBLIC NOTIFICATIONS

Notifications of this application were sent to agencies having jurisdiction on March 1, 2022.

February 23, 2022

Central Dist. Health

Standard Response

FINDINGS

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

the following:

- A. The Plat is in conformance with the Comprehensive Plan.
The Council finds that this subdivision upon Preliminary Plat approval was in conformance with the Comprehensive Plan; no changes have been made to change this status.
- B. Public services are available or can be made available and are adequate to accommodate the proposed development.
Staff finds that all public services are available and able to accommodate this development.
- C. There is public financial capability of supporting services for the proposed development.
Staff knows of no financial hardship that would prevent services from being provided.
- D. The development will not be detrimental to the public health, safety or general welfare; and,
Staff finds no facts to support that this subdivision phase will be detrimental to the public health, safety or general welfare.
- E. The development preserves significant natural, scenic or historic features.
Staff finds that existing conditions have not substantially changed from the approved Preliminary Plat of this subdivision.

CONDITIONS OF APPROVAL

- 1. Per the Development Agreement and prior to signing the final plat, developer is to pay the traffic mitigation fee required by the Idaho Transportation Department. The developer will pay the city \$703.60 per buildable lot prior to signature on the final plat, capped at \$14,072. The City will allocate funds to roadway improvements in the vicinity of the project.**
- 2. City Council added these Conditions of Approval at the Preliminary Plat**
 - The applicant shall work with the Irrigation District and Star Sewer and Water District on any unresolved issues.
 - The applicant shall agree to a deed restriction on the two (2) northern lots (Lots 6 & 7) restricting each from redevelopment. **This shall be a note on the Final Plat.**
3. The property associated with this approved Final Plat, in addition to the property of all future phases shall be satisfactorily weed abated at all times, preventing a public nuisance, per Star City Code Chapter 3, Section 3-1-1 through 3-1-7.
4. The property associated with this approved Final Plat, in addition to the property of all future phases shall be properly maintained throughout the construction process to include trash picked up and trash receptacles emptied with regular frequency, streets swept and cleaned weekly, including any streets used to access the property and all debris shall be prevented from accumulating on any adjacent property or public right of way and shall remove all debris from public way at least daily.
5. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision and shall be maintained by the Homeowners Association. Streetlights

shall be installed prior to any building occupancy. **Applicant/Owner shall submit a streetlight design prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**

6. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
7. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
8. The approved Preliminary Plat shall comply with the City of Star Unified Development Code regarding landscaping, both internal buffers and frontages. (See Section 8-4 B Landscaping Requirements)
9. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
10. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance.
11. The subsequent Final Plats shall comply with and be in accordance with the current City of Star Code, with the exception of any waivers granted by Council.
12. Requested surety shall be required at 150% of the total estimated installed cost, as approved by the City Engineer or Administrator. The term of approval shall not exceed 180 days. (See Section 8-1 C-1 of the Unified Development Code for a list of eligible items.)
13. A letter from the US Postal Service shall be given to the City at Final Plat stating the subdivision is in compliance with the Postal Service.
14. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met.
15. A separate sign application is required for any subdivision sign.
16. As built plans for pressurized irrigation systems shall be submitted to the City of Star **prior to signature of the final plat.**
17. Applicant shall provide the City with two (2) full size and two (1) 11"x17" copy of the signed recorded final plat with all signatures, prior to any building permits being issued.
18. Development standards for single family residential units shall comply with effective building and zoning requirements at time of building permit issuance, or as approved through the Development Agreement or as stated herein.
19. The mylar/final plat shall be signed by the owner, Surveyor, Central District Health, ACHD and City Engineer, prior to being delivered to the City of Star for City Clerk's signature.
20. A copy of signed irrigation agreements shall be submitted to the City **prior to signature of the final plat.**
21. All common areas shall be maintained by the Homeowners Association.
22. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
23. A copy of the recorded CC&R's shall be submitted to the City of Star prior to any building permits being issued.

24. **Prior to signature of the final plat**, a signed Irrigation District Agreement with the Irrigation Districts shall be provided to the City of Star. This requirement shall be with each subsequent Final Plat application.
25. **Any additional requirements as specified by the fire district.**
26. Any additional Conditions of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File # FP-22-03 Breitenbach Ridge Subdivision Final Plat,
on _____, 2022.

BREITENBACH RIDGE SUBDIVISION

VICINITY MAP





FINAL PLAT APPLICATION

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

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

Applicant Information:

PRIMARY CONTACT IS: Applicant ☐ Owner ☐ Representative ☒

Applicant Name: Investment Analytics Group, LLC
Applicant Address: 800 W Main St., Suite 1460, Boise, ID Zip: 83702
Phone: 208-639-3262 Email: michelle@iagroupllc.com

Owner Name: WPG Star 20, LLC
Owner Address: 27271 Las Ramblas, Suite 100, Mission Viejo, CA Zip: 92691
Phone: 949-683-5240 Email: jthomas@woodbridgepacific.com

Representative (e.g., architect, engineer, developer):
Contact: Michelle Ames Firm Name: IAG Capital
Address: 800 W Main St., Suite 1460, Boise, ID Zip: 83702
Phone: 208-989-6553 Email: michelle@iagroupllc.com

Property Information:

Subdivision Name: Breitenbach Ridge Subdivision Phase: 1
Parcel Number(s): R7284770300 & R7284770400

Approved Zoning: R-2 Units per acre: 1.08 units /acre

Total acreage of phase: 20.4 Total number of lots: 26

Residential: 22 Commercial: _____ Industrial: _____

Common lots: 4 Total acreage of common lots: 2.22 Percentage: 10%

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

Special Flood Hazard Area: total acreage n/a number of homes _____

Changes from approved preliminary plat pertaining to this phase:

	Preliminary Plat	Final Plat
Number of Residential Lots:	<u>no changes</u>	_____
Number of Common Lots:	<u>no changes</u>	_____
Number of Commercial Lots:	<u>no changes</u>	_____
Roads:	<u>no changes</u>	_____

Amenities: _____ no changes _____

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

Subdivision Name: _____ Breitenbach Ridge Subdivision _____ Phase: 1

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

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

Application Requirements:

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

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

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

FEE REQUIREMENT:

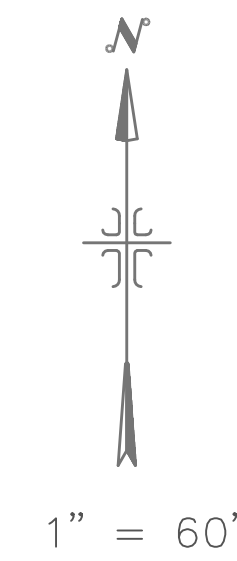
*** I have read and understand the above requirements. I further understand fees are due at the time of filing. I understand that there may be other fees associated with this application incurred by the City in obtaining reviews or referrals by architect, engineering, or other professionals necessary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
















 Applicant/Representative Signature

2/9/2022
 Date

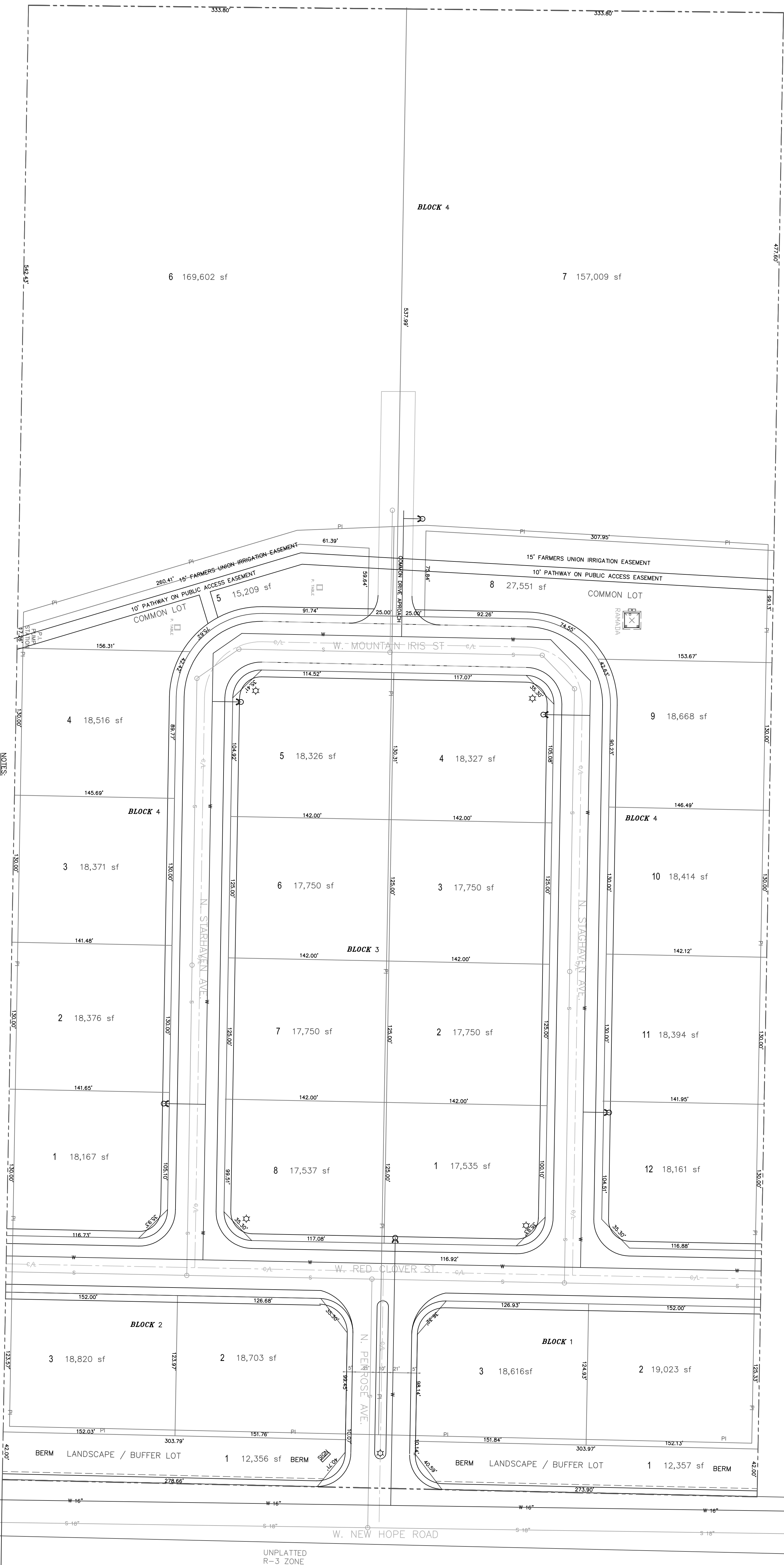
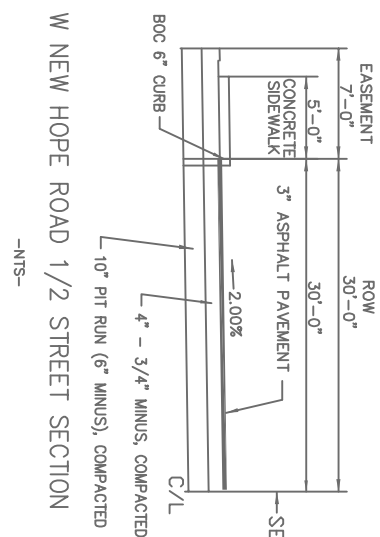
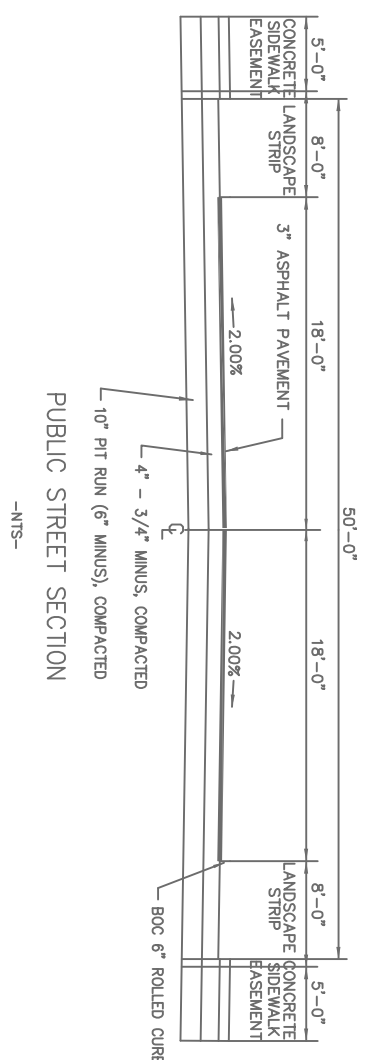
√

A RE-SUBDIVISION OF LOTS 3 & 4,
QUARTER CIRCLE NL ACRES SUBDIVISION
LOCATED IN THE NW 1/4, OF
SECTION 6, T.4N., R.1W., B.M.
ADA COUNTY, IDAHO
2020


$$1'' = 60'$$

- | LEGEND | |
|---|-------------------|
|  | PROPERTY BOUNDARY |
|  | RIGHT OF WAY LINE |
|  | LOT LINE |
|  | SIDEWALK |
|  | CENTERLINE |
|  | 8" WATER |
|  | 8" SEWER |
|  | SECTION LINE |
|  | PRESS. IRR. |
|  | EASEMENT |
|  | LIGHT |
|  | FIRE HYDRANT |
|  | PICNIC TABLE |
|  | REC. AMENITIES |
| 1 | LOT NUMBER |

LOT 2, QUARTER CIRCLE
NL ACRES SUB.
R-2 ZONE



- | | |
|--|---------------------------------------|
| DIMEN'S/DEVELOPERS | |
| INVESTMENT ANALYTICS GROUP, LLC
800 W MAIN STREET
SUITE 1460
BOISE, IDAHO 83702
(208) 639-3262 | PRELIMINARY PLAT DEVELOPMENT FEATURES |
| TOTAL ACRES..... | 20.4 ACRES |
| TOTAL LOTS..... | 26 |
| SINGLE-FAMILY LOTS..... | 22 |
| COMMON LOTS | 4 |
| TOTAL SINGLE FAMILY DENSITY | 1.08 UNITS/AC. |
| TOTAL OPEN SPACE..... | 2.22 ACRES |
| EXISTING ZONING..... | RUT |
| PROPOSED ZONING..... | R-2 |

- LOT 5, QUARTER CIRCLE
NL ACRES SUB.
RUT ZONE

- 1) ALL LOT LOTS COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A 10' UTILITY EASEMENT.
 - 2) ALL SIDE YARD LOT LINES HAVE A 5' PROPERTY DRAINAGE/ EASEMENT.
 - 3) ALL LOTS ARE SINGLE-FAMILY RESIDENTIAL EXCEPT LOT 1, BLOCK 1, LOT 1, AND LOT 2, BLOCK 1, WHICH ARE COMMERCIAL. THE COMMERCIAL LOTS SHALL BE OWNED AND MAINTAINED BY THE ?????????????? PROPERTY OWNERS ASSOCIATION.
 - 4) ALL SANITARY SEWER MAINS SHALL BE 8" UNLESS OTHERWISE SHOWN.
 - 5) ALL WATER MAINS SHALL BE 8" UNLESS OTHERWISE SHOWN.
 - 6) DRAINAGE SHALL BE REMOVED VIA SUBSURFACE FACILITIES AS APPROVED BY ACHD, AND/OR DISCHARGING RUNOFF INTO EXISTING DRAINS AT HISTORIC PAVEMENT.
- THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE DASH CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- SANITARY SEWER AND WATER SERVICE PROVIDED BY THE CITY OF STPA.

- 8) THIS DEVELOPMENT RECOGNIZES IDIHO CODE 22-4503, RIGHT TO FARM ACT, WHICH STATES NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BECOME A NUISANCE, PRIVATE OR PUBLIC, IF ANY CHANGED AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR WHEN THE OPERATION BEGAN. PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLECTED OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT.
- 9) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- 10) FIRE PROTECTION WILL BE PROVIDED IN ACCORDANCE WITH THE STAR FIRE DEPARTMENT.
- 11) PRESSURIZED IRRIGATION SHALL BE PROVIDED TO ALL LOTS BY A PRESSURE SYSTEM WITH WATER SUPPLIED BY THE FARMERS UNION IRRIGATION DISTRICT.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH ULC MANAGEMENT.

INVESTMENTS ANALYTICS GROUP, LLC

PRELIMINARY PLAT

JOB NO.
20-010

JOB NO.
20-010

SURVEYOR'S NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF QUARTER CIRCLE NL ACRES SUBDIVISION, INFORMATION FROM RECORD OF SURVEY NUMBERS 2690, 10179, 11522, AND 12568, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

BREITENBACH RIDGE SUBDIVISION
A RESUBDIVISION OF LOTS 3 & 4, BLOCK 1 OF QUARTER CIRCLE NL ACRES SUBDIVISION
LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 6, T.4N., R.1W., B.M., CITY OF STAR, ADA COUNTY, IDAHO
2021

NOTES

- ALL LOT LINES COMMON TO PUBLIC STREETS ARE HEREBY DESIGNATED TO HAVE A SIXTEEN (16) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, BREITENBACH RIDGE HOMEOWNERS ASSOCIATION PRESSURE IRRIGATION AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF PROPER HARD-SURFACED DRIVEWAYS AND WALKWAYS FOR ACCESS TO EACH INDIVIDUAL LOT.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A FIVE (5) FOOT PERMANENT EASEMENT ON EACH SIDE OF THE INTERIOR SIDE LOT LINES, AND A TEN (10) FOOT PERMANENT EASEMENT CONTIGUOUS TO ALL REAR LOT LINES, FOR PUBLIC UTILITIES, BREITENBACH RIDGE HOMEOWNERS ASSOCIATION PRESSURE IRRIGATION, AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. ALL OTHER EASEMENTS ARE AS SHOWN.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- IRRIGATION WATER HAS BEEN PROVIDED BY FARMERS UNION IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THE SUBDIVISION SHALL BE ENTITLED TO IRRIGATION WATER FROM THESE IRRIGATION ENTITIES, TO BE DELIVERED TO LOTS THROUGH A PRESSURIZED IRRIGATION SYSTEM OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION WILL BE SUBJECT TO ASSESSMENTS BY THESE IRRIGATION ENTITIES.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY OR THE HOMEOWNERS ASSOCIATION.
- LOT 1, BLOCK 1, LOT 1, BLOCK 2 AND LOTS 5 AND 8, BLOCK 4 ARE DESIGNATED AS COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE BREITENBACH RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. SAID LOTS ARE COVERED BY BLANKET EASEMENTS FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- THIS SUBDIVISION IS SUBJECT TO THE TERMS A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
- PORTIONS OF LOTS 2 & 3, BLOCK 1, LOT 3, BLOCK 2, LOT 3, BLOCK 3 AND LOT 3, BLOCK 4 ARE SERVIENT TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ADA COUNTY HIGHWAY DISTRICT PURSUANT TO SECTION 40-2302, IDAHO CODE THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT TEMPORARY LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. _____, RECORDS OF ADA COUNTY, IDAHO.
- THIS SUBDIVISION SHALL BE SUBJECT TO THE TERMS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS TO BE RECORDED FOR BREITENBACH RIDGE SUBDIVISION, AND AS SUCH MAY BE SUBSEQUENTLY AMENDED.
- LOTS 5 AND 8, BLOCK 4 ARE SUBJECT TO A CROSS ACCESS SHARED DRIVEWAY EASEMENT FOR THE BENEFIT OF LOTS 6 AND 7, BLOCK 4, AS SHOWN. THE RIGHTS, RESTRICTIONS, AND RESPONSIBILITIES FOR SAID EASEMENT SHALL BE DEFINED IN THE CC&R DOCUMENTS TO BE FILED IN THE ADA COUNTY RECORDER'S OFFICE.
- A 20' EASEMENT TO THE CITY OF STAR SEWER AND WATER DISTRICT IS HEREBY DEDICATED ON LOTS 5 AND 8, BLOCK 4 AS SHOWN, FOR THE INSTALLATION AND MAINTENANCE OF MUNICIPAL SEWER AND WATER MAIN LINES.

LEGEND

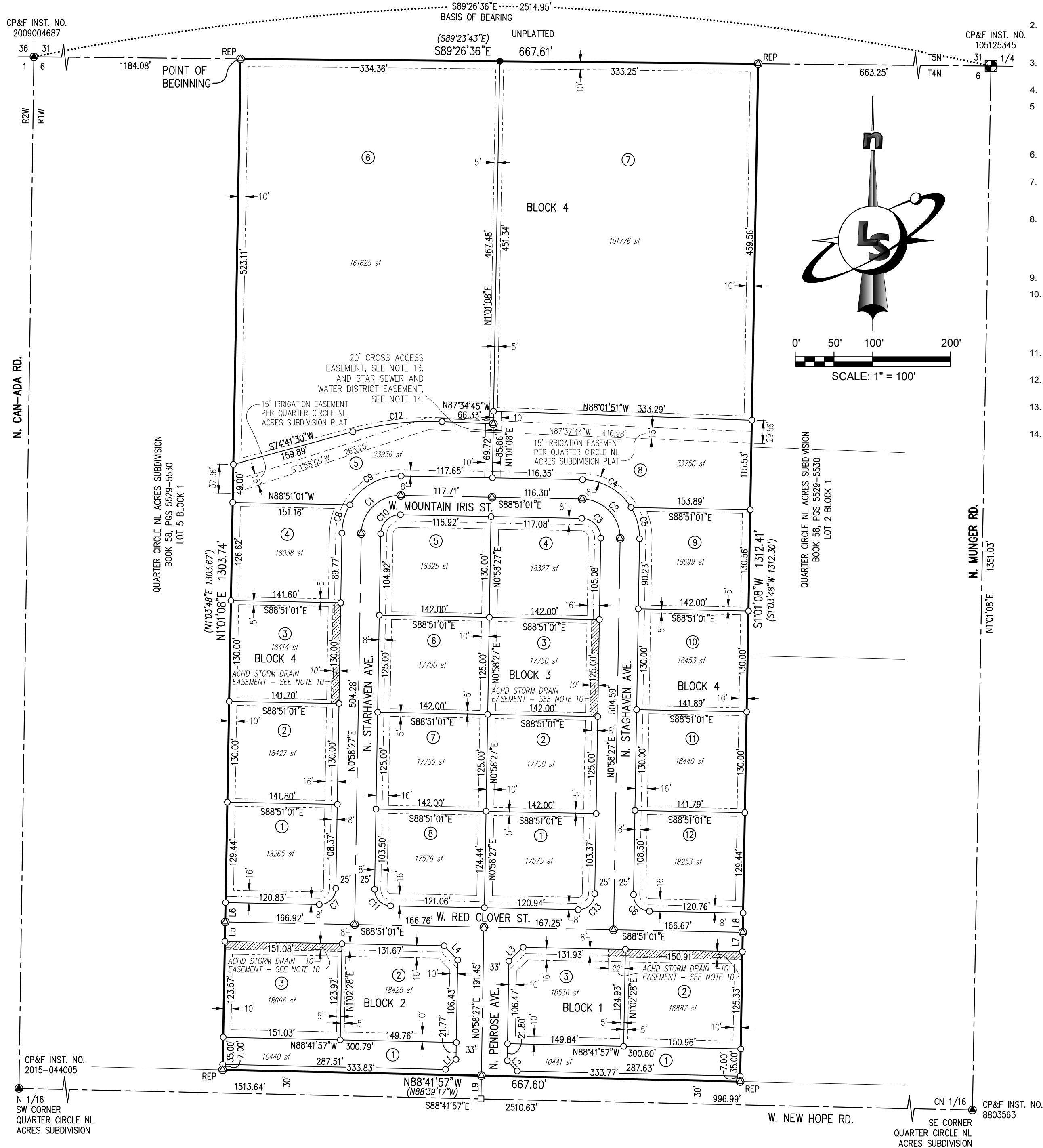
- FOUND ALUMINUM CAP MONUMENT
- FOUND 1/2" REBAR AS NOTED
- FOUND 5/8" REBAR AS NOTED
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- FOUND 1/2" REBAR WITH ILLEGIBLE CAP, REPLACED WITH 5/8" REBAR AND PLS 11118 PLASTIC CAP
- REPLACED WITH 5/8" REBAR AND PLS 11118 PLASTIC CAP
- CALCULATED POINT, NOT SET
- SECTION LINE
- CENTER LINE
- EASEMENT LINE AS NOTED
- ACHD STORM WATER DRAINAGE EASEMENT LINE, SEE NOTE 10
- ACHD PERMANENT SIDEWALK EASEMENT LINE PER INSTRUMENT NO. _____
- PUBLIC UTILITY, PRESSURE IRRIGATION & LOT DRAINAGE EASEMENT LINE - SEE NOTES 1 & 2
- SURVEY TIE LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- LOT NUMBER

CLINTON W. HANSEN
PLS 11118



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231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
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BREITENBACH RIDGE SUBDIVISION

BOOK _____, PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS BREITENBACH RIDGE SUBDIVISION;

LOTS 3 AND 4, BLOCK 1 OF QUARTER CIRCLE NL ACRES SUBDIVISION AS SHOWN IN BOOK 58 OF PLATS ON PAGES 5529 AND 5530, RECORDS OF ADA COUNTY, IDAHO, BEING LOCATED IN THE N ½ OF THE NW ¼ OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH DIAMETER IRON PIN MARKING THE NORTHWEST CORNER OF SAID N ½ OF THE NW ¼, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF SAID N ½ OF THE NW ¼ BEARS S 89°26'36" E A DISTANCE OF 2514.95 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID N ½ OF THE NW ¼, ALSO BEING THE NORTHERLY BOUNDARY OF SAID QUARTER CIRCLE NL ACRES SUBDIVISION, S 89°26'36" E (FORMERLY S 89°23'43" E) A DISTANCE OF 1184.08 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID SUBDIVISION, THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S 89°26'36" E A DISTANCE OF 667.61 FEET (FORMERLY S 89°23'43" E, 667.62 FEET) TO THE NORTHEAST CORNER OF LOT 3, BLOCK 1 OF SAID SUBDIVISION;

THENCE ALONG SAID EASTERLY BOUNDARY OF SAID LOT 3 S 1°01'08" W A DISTANCE OF 1312.41 FEET (FORMERLY S 1°03'48" W, 1312.30 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOTS 3 AND 4 N 88°41'57" W (FORMERLY N 88°39'17" W) A DISTANCE OF 667.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 4 N 1°01'08" E A DISTANCE OF 1303.74 FEET (FORMERLY N 1°03'48" E, 1303.67 FEET) TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 20.05 ACRES MORE OR LESS.

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

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

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

SARAH A. JOHNSON AUSTIN A. JOHNSON
OWNERS OF LOT 7, BLOCK 4

LAVEA G. THOMAS WADE D. THOMAS
OWNERS OF LOT 6, BLOCK 4

BY: TODD S. CUNNINGHAM, MANAGER
WOODBIDGE PACIFIC GROUP, LLC, MANAGER
WPG STAR 20, LLC
OWNER OF ALL LOTS EXCEPT LOTS 6 & 7, BLOCK 4

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } s.s.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED TODD S. CUNNINGHAM, KNOWN OR IDENTIFIED TO ME TO BE A MANAGER OF WOODBRIDGE PACIFIC GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, WHICH IS A MANAGER OF WPG STAR 20, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE PERSON WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME IN THE NAME OF SAID WPG STAR 20, LLC.

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

MY COMMISSION EXPIRES

RESIDING AT _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } s.s.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED SARAH A. JOHNSON AND AUSTIN A. JOHNSON, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

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

MY COMMISSION EXPIRES

RESIDING AT _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } s.s.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED LAVEA G. THOMAS AND WADE D. THOMAS, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

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

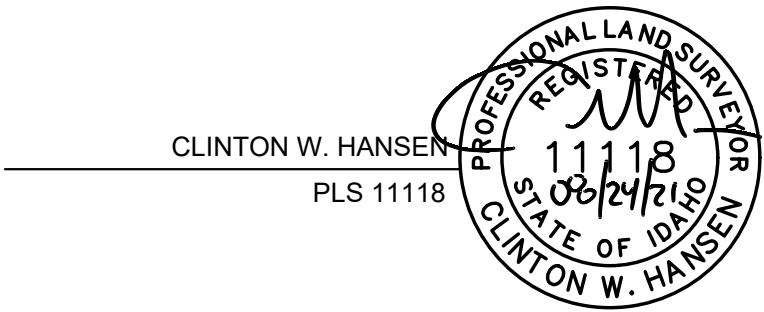
MY COMMISSION EXPIRES_____

RESIDING AT _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

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



HEALTH CERTIFICATE

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

CENTRAL DISTRICT HEALTH, EHS DATE

APPROVAL OF CITY COUNCIL

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

CITY CLERK

APPROVAL OF THE CITY ENGINEER

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

CITY ENGINEER ~ STAR, IDAHO

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

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

DATE: _____ COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

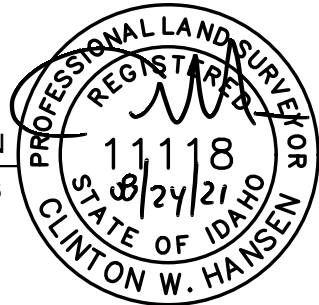
STATE OF IDAHO }
COUNTY OF ADA } S.S. INSTRUMENT NO. _____

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

DEPUTY EX-OFFICIO RECORDER

FEE: _____

CLINTON W. HANSEN
PLS 11118



LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

RESOLUTION NO. 001-2022

A RESOLUTION OF THE CITY OF STAR ADOPTING THE SOUTH OF THE RIVER SUBAREA PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the Mayor and City Council have reviewed the South of the River Subarea Plan, and;

WHEREAS the Mayor and City Council have had significant resident, property owner and agency input through appropriately noticed public hearings and meetings, and;

WHEREAS the City Council finds that the Plan should be adopted and included into the Star Comprehensive Plan.

NOW, THEREFORE BE IT RESOLVED, the plan, attached hereto as Exhibit A, is adopted as the South of the River Subarea Plan.

Section 1: The City of Star hereby identifies the South of the River Subarea and creates a plan to guide future development of the identified area.

SEE ATTACHED “EXHIBIT A”

Section 2: This Resolution shall take effect and be in force from and after its passage and approval.

DATED this ____ day of April 2022.

CITY OF STAR
Ada & Canyon County, Idaho

By: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

South of the River Subarea Plan

WHERE RIVER AND OPPORTUNITY MEET



RESOLUTION 001-2022
Adopted 15 March 2022







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Special thanks to all that provided their input throughout the process

Norm Ahrens	Karen Donaldsen	Cody Hunter	Margo Meade	Larry Taylor
Karen Ahrens	Neil Donaldsen	Jim Hunter	Jeffrey Miller	John Tensen
Melodye Andrade	Debbie Dougherty	Travis Hunter	Julie Miller	Mary Teuscher
Sarah Arjona	Marj Dougherty	Kim Ingraham	Nathan Mitchell	DeAnn Thomas
Nancy Ax	Michael Dougherty	Lynn Ishii	Colleen Moore	Pat Thomas
Lisa Aus	Jamie Doshier	Ron Ishii	Richard Moore	Jared Thompson
Jackie Baldwin	Jeremy Doshier	Tracey Janssen	Tom Moroney	Robert Tiedemann
Kelli Barreto	C. Doyle	Helen Jones	Cheryl Morrow	Renee Tiner
Kristen Battey	Pat Doll-Fallstrom	John Jones	Jerry Morrow	Randy Tiner
D. Baumann	Pam Eaker	Carla Karnes	Gina Mulhern	Chris Todd
Kristie Bean	Daniel Ehnstrom	Gary Keeler	Diane Murdock	Bill Toft
Rick Bean	Nancy Ehnstrom	David Keyes	Shawn Murdock	Chris Toll
Dan Bertuleit	Wendy Everett	Dustin Keyes	Sandy Mulchay	Theresa Toll
Tamsen Binggeli	Pat Ewing	Sara Keyes	Bill Musser	Renee Trommler
Reid Blackburn	Phil Ewing	William Kinard	J. Craigie Naylor	Robert Trommler
Gerry Boren	Bob Fehlman	Leslie Kinch	Mike Olsen	Todd Tucker
Linda Boren	Bill Fenn	Tony Kinch	Juli Page	Jon Turnipseed
Erika Bowen	Carol Fenn	Kurt Krause	Bob Peloquin	Mary Jo Turnipseed
Judith Britton	Dyan Ferren	Elizabeth Kuck	Marian Peloquin	Elise Vanassche
Joan Brown	Howard Ferren	Jason Kusar	Jeff Peterson	Josh Vanassche
Jerry Brucks	Terry Fesler	Maria Kusar	Charlene Phillips	Donna Vidergar
Liz Brucks	Crystal Fessenden	Danielle Lafountain	Mark Phillips	Matt Vraspir
Candee Bulzog	Scott Fiske	Chris Laraway	Bonnie Pierson	Mark Wasdahl
Michael Bulzog	Jerry Gage	Nancy Leeds	Craig Pierson	Bob West
Daryl Carbonari	Wendy Gantt	Janice Leighton	Heidi Prigge	Carol Westphal
Joan Carlson	Chris Gilbert	Terry Leighton	Ruby Pike	Frank Whipple
Kristina Carlson	Melanie Gilbert	Kameron Lemon	Sam Powell	Mary Whipple
Tom Carlson	Richard Girard	Alan Leon	Candy Priand	John White
Mel Carr	Scott Givens	Gary Leonhardt	Mark Priand	Shelly White
Karen Carson	Charlene Greene	Dan LeRoy	Jacob Qualls	Dortha Wickstrom
Robert Carson	Steve Greene	Linda LeRoy	Arlene Nelson Randal	Denny Wickstrom
Nancy Chalmers	Jeanette Griggs	Roger Lewis	Becky Reynolds	Kevin Wickstrom
Tom Chalmers	Dale Gross	Linda Lieberg	Lauren Reynolds	Rob Wickstrom
Barbara Chambers	Brian Gustafson	Scott Lieberg	Marcy Reynolds	Scott Wickstrom
Joe Chase	Jan Gustafson	Brad Little	Larry Robertson	Kim Wickstrum
Randy Clarino	Donna Hageman	Dara Lopes	Kent Rock	Margaret Wilson
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Larry Clucas	Tim Haney	Daniel Ludwig	Pat Rounds	Tina Wilson
Ken Couch	Daniela Hansell	Marilyn Ludwig	Rick Salmonsens	Denise Winston
Michael Crenshaw	Roger Hart	Joan Maier-Bone	Lori Saxton	Doug Winston
Michelle Crenshaw	Elena Hauge	Amanda McAllister	Marvin Saxton	Brandon Wood
Barb Daggett	Bobbie Hobson	Dan McAllister	Karen Schmidt	Bruce Wood
Tom Daggett	Dave Hobson	Laura McCauley	Barbara Schulz	Susan Wood
Denis Daly	Alan Hodge	Jim McCoy	Nick Schulz	William Wright
Norris Dancer	Christine Hover	Kathleen McCoy	Mike Simson	Robert Young
Vanessa Dancer	Craig Hover	Dan McGetrick	Steven Siwek	
Bob Dauphinais	Meredith Hudson	Mary McInnis	Matt Spacey	
Sherri Dauphinais	Carl Hughes	Leslie McLean	Glenda Sparling	
Karen Demarest	Linda Hughes	Kelly Meade	Julie Strausser	



Acknowledgments

MAYOR & CITY COUNCIL

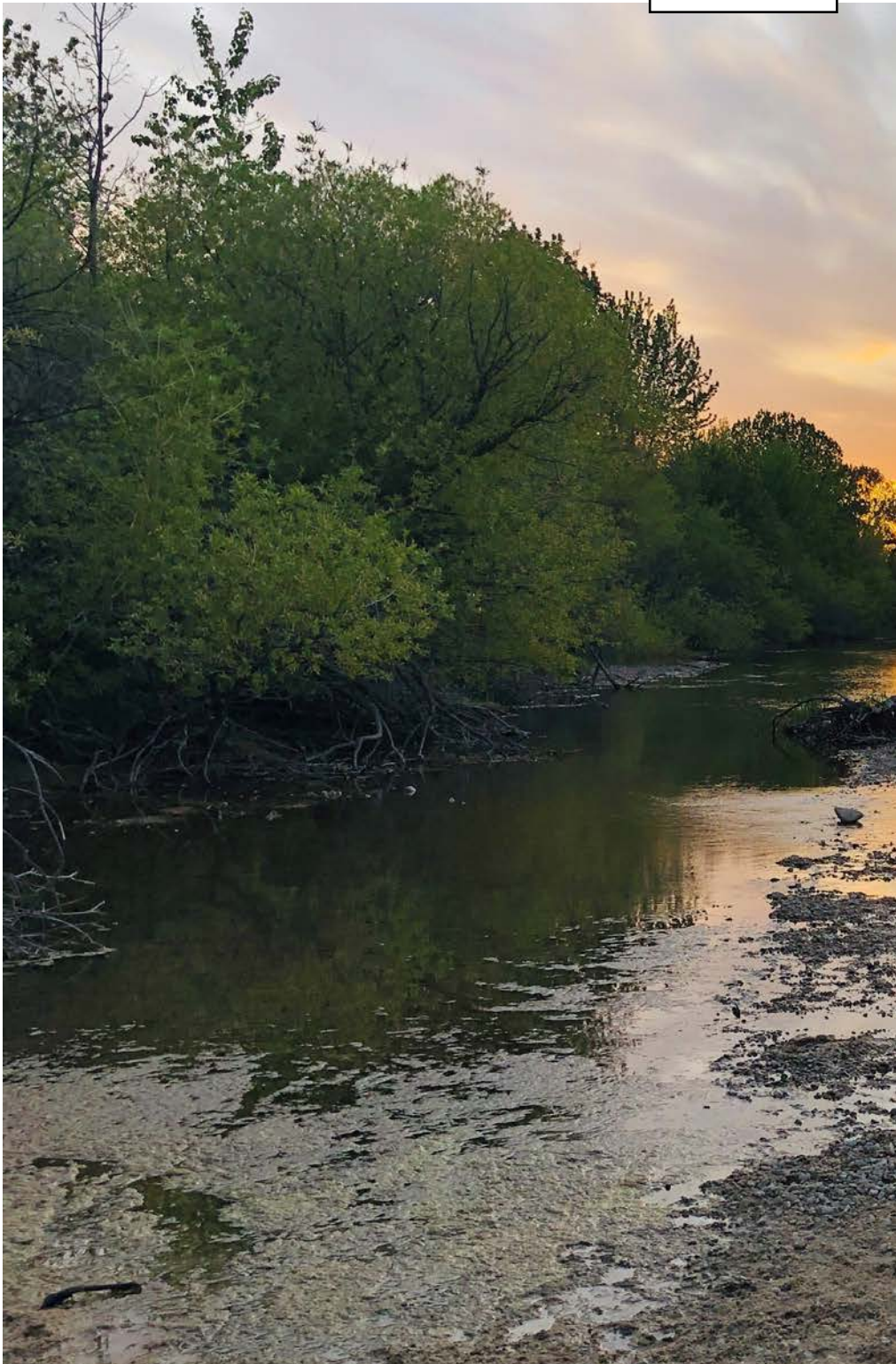
Mayor Trevor A. Chadwick
David Hershey
Michael Keyes
Kevin Nielsen
Jennifer Salmonsens
Kevan Wheelock

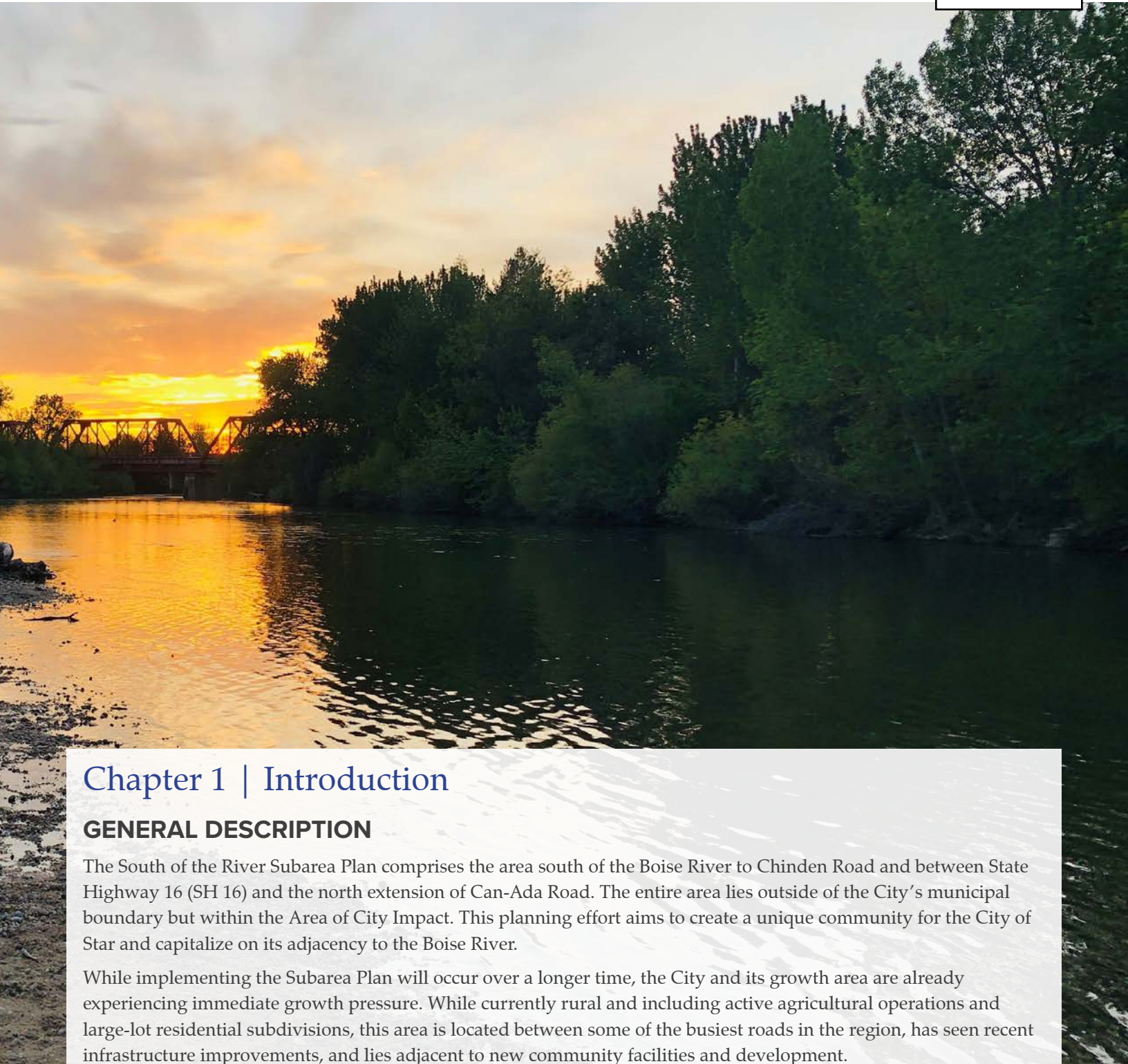
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Chapter 1 | Introduction

GENERAL DESCRIPTION

The South of the River Subarea Plan comprises the area south of the Boise River to Chinden Road and between State Highway 16 (SH 16) and the north extension of Can-Ada Road. The entire area lies outside of the City’s municipal boundary but within the Area of City Impact. This planning effort aims to create a unique community for the City of Star and capitalize on its adjacency to the Boise River.

While implementing the Subarea Plan will occur over a longer time, the City and its growth area are already experiencing immediate growth pressure. While currently rural and including active agricultural operations and large-lot residential subdivisions, this area is located between some of the busiest roads in the region, has seen recent infrastructure improvements, and lies adjacent to new community facilities and development.

While many landowners have no plans to develop, the City has undertaken this proactive approach to create a Plan before development happens haphazardly. This is a chance to do it right—to create a sustainable community that respects the natural environment and promotes quality development, housing choices, amenities, and transportation options—*a chance to create a truly unique community in the Treasure Valley of which residents and visitors can be proud of.*

PROCESS

Early Visioning

In November 2020, City staff and consultants facilitated a visioning meeting with Mayor and City Council to gather feedback and guidance on the goals and objectives for the Subarea Plan defined on the previous pages.

Preliminary Concept Roundtables

In February 2021, City staff and consultant team hosted a series of four small group roundtables via Zoom with property owners, city residents, public agencies, and key developers, to review and refine preliminary draft concepts. These meetings provided key stakeholders the opportunity to comment on technical aspects for feasibility, land use mix, graphic refinement, and policies, and respond to questions:

- » Which ideas did you like best?
- » What additional ideas do you have?
- » What other constraints or technical issues are missing?

A summary and digital version of the roundtables were posted online for those unable to attend.

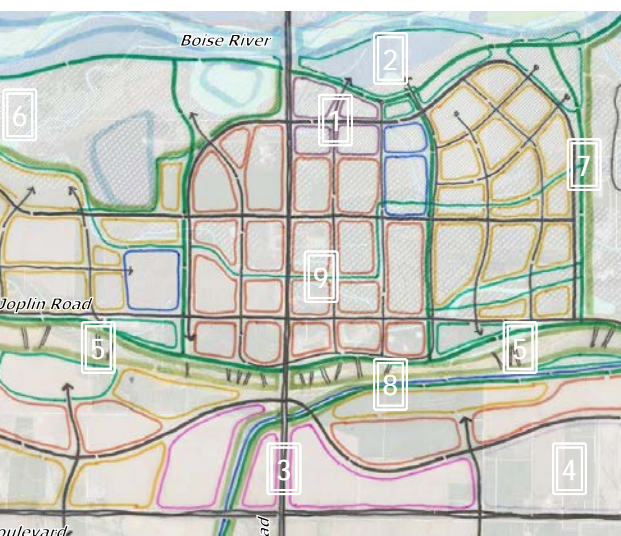
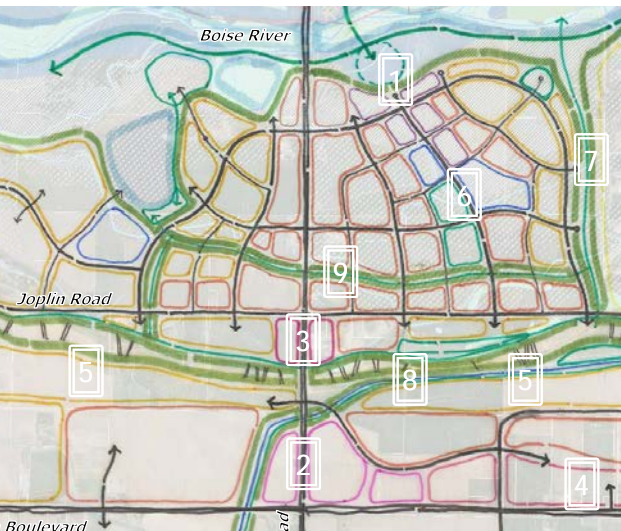
Early concepts, shown at left, included ideas on:

Concept 1:

1. Riverfront mixed-use center and civic area
2. Mixed-use gateway
3. Mixed-use corridor
4. Regional/community commercial
5. High-end overlook residential
6. Central park/school/mixed-use
7. Greenway buffer to existing rural residential areas
8. Regional Phyllis Canal trail system
9. Internal greenway/trail system

Concept 2:

1. Riverfront mixed-use center
2. River-oriented park space/open space
3. Mixed-use gateway
4. Flex/light industrial/commercial
5. Overlook parks (with high and low sections)
6. Expanded open space and consolidated drainage areas
7. Greenway buffer to existing rural residential areas
8. Regional Phyllis Canal trail system
9. Internal greenway/trail system



Open House Events

In April 2021, the City of Star hosted a series of open houses on to review background information, concepts, big ideas, and character preference. Over 200 residents and stakeholders attended the events, organized into three stations (below), and a digital version was posted online for those unable to attend.

- » Background Information including existing conditions and guiding information for the Subarea.
- » Preliminary Concept illustrating key ideas and conceptual layout for the Subarea.
- » Visual Preference character imagery in regard to housing options, amenities, building materials, and character.

KEY CONCEPTS

From the open houses, attendees offered feedback on those big ideas that they appreciated, and thought would work well within the Subarea.

Economic Development:

- » Riverfront mixed-use center and civic area
- » Mixed-use gateway
- » Regional commercial, flex, and light industrial along Chinden

Housing:

- » Diversity of neighborhoods
- » High-end overlook and Riverfront residential
- » Greenway buffer to existing rural residential areas

Parks and Recreation:

- » New pedestrian bridges over the River to the Riverhouse, recreational rentals and fishing ponds
- » Overlook/double-decker park system to connect above and below-bench
- » Central park/school/mixed-use in each River Valley neighborhood

Natural Resources:

- » Expanded open space and consolidated drainage areas
- » New series of ponds and open space on the south side of the River
- » Regional Boise Greenbelt and Phyllis Canal trail system connecting to other communities
- » Internal greenway/trail system

Transportation

- » Road expansion and new pathways and bridges
- » New highway connections, integrated transportation technology and intersection types that move transportation quickly
- » Highly connected local road systems
- » Access to future micromobility options such as bike rentals, electric bikes, scooters, etc.



EXISTING CONDITIONS

The Existing Conditions map highlights opportunities and constraints within the Subarea, including the Boise River and its hydrology and floodplains, water conveyance facilities, and the steep bench just south of Joplin Road. The bench is a plateau south of and considerably higher than the Boise River. The topography drops dramatically in the area, and generally follows the alignment of Joplin Road and the Phyllis Canal.





EXISTING CONDITIONS

Land Use

The existing land uses within the Subarea are primarily agriculture, small-scale retail development, open space, and low-density residential development. New residential developments at higher densities have already begun adjacent to the Subarea. Future development of the Subarea must recognize the agricultural heritage and create a sense of place. The current future land use designations based on the Comprehensive Plan are primarily mixed-use and commercial with low- to medium-density residential designations. As depicted in the existing future land use map, it is unlikely that the amount of commercial and mixed-use product currently denoted could be supported. The Subarea plan refines uses to represent current market conditions and a greater variety of land uses.

Transportation

The Subarea is primarily served by Chinden Boulevard (US 20/26) and Star Road. Currently, Star Road and Chinden Boulevard do not meet performance standards, and the intersection of Star Road and Chinden Boulevard has the highest crash history within the Subarea. The Chinden Boulevard and State Street intersections with Star Road are slated for widening with potential Continuous Flow Intersections (CFIs). Star Road, Chinden Boulevard, and State Street are all anticipated to be widened to four or five lanes. ACHD is also expanding the Boise River bridge on Star Road. The current lack of connectivity is addressed in the Subarea Plan to reduce the impact of growth on traffic. However, the Bench makes connections between the River valley and higher elevations more complex and poses a potential barrier to development that must be accounted for. Transit, trails, micromobility options (e.g., bike share, electric bikes, scooters, etc.), and bike paths are limited in the Subarea.

Economic Development

The Subarea could be an economic driver for the City, extending Star’s Downtown and creating new retail, civic, and entertainment areas. Per decade, the Subarea could support the growth of approximately 500 to 725 residential units and about 5 to 10 acres of retail and office use, accommodating 30,000 to 50,000 square feet of development. Over time, and as continued residential development evolves, additional retail and commercial areas would become market supportable. Key transportation arterials such as the extension of SH 16, its interchange with Chinden Boulevard, and Star Road also contribute to higher traffic counts, resulting in more market-supported uses. The Subarea Plan seeks to provide new forms of retail and entertainment areas, ensuring that Star continues its reputation as the place to be.



Parks and Recreation

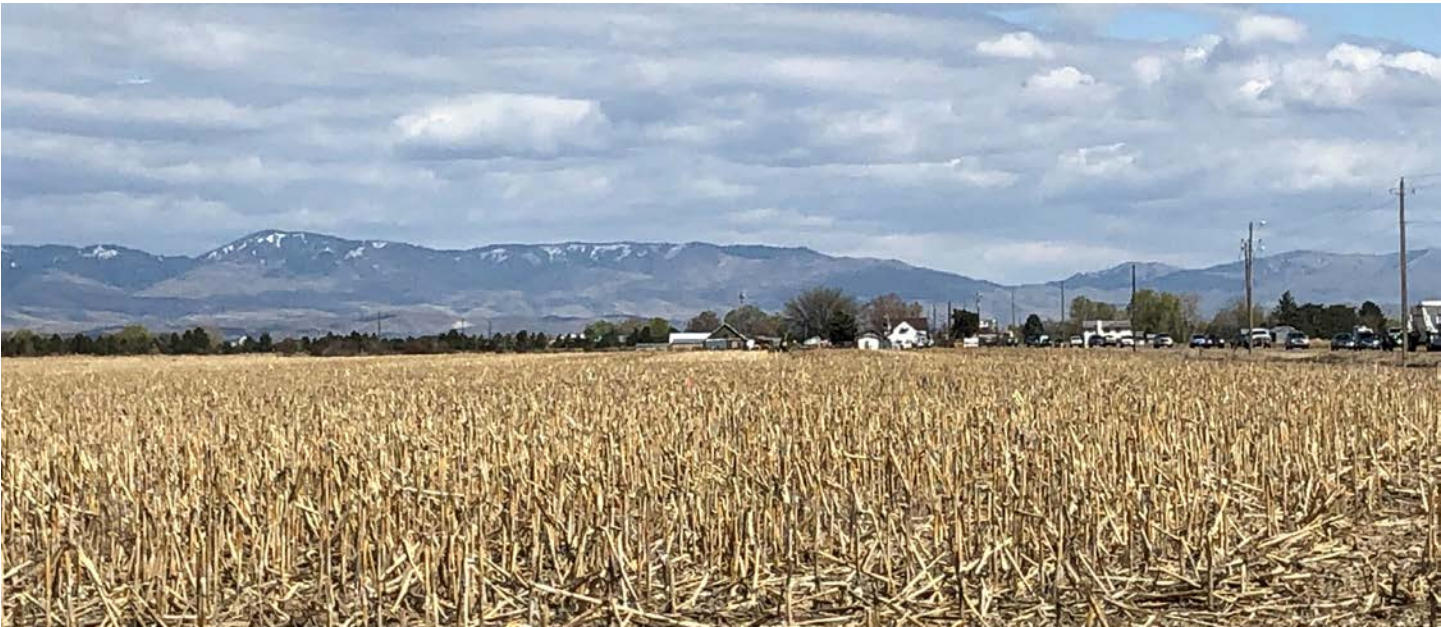
The Boise Greenbelt currently runs from Lucky Peak Reservoir to the City of Eagle and is envisioned to one day connect to the Snake River. There is now the opportunity to extend the Boise River Greenbelt through the Subarea to further the goal of a regional pathway system connecting Star’s northern river pathway system to Eagle (and Eagle Island State Park), Garden City, and Boise. In addition, this Subarea Plan presents the opportunity to incorporate a regional pathway along the Phyllis Canal to provide additional connections and recreation opportunities to the residents and visitors of Star. The River and canals are part of Star’s history and help define its sense of place.

Natural Resources

The on-site environmental features are associated with the hydrology of the Boise River and its floodplain. The floodway itself limits development at the north end of the Subarea, and the 100-year floodplain buffers the floodway, extending further south on the east side of Star Road. The 500-year floodplain covers much of the River Valley, in some cases extending nearly all the way to the Bench. The Bench extends across the lower third of the site, drastically transitioning roughly 40-feet from the River Valley up to the Chinden Boulevard area. A variety of wildlife species and aquatic species exist throughout the River Valley. Ponds and wetlands adjacent to the River create additional habitat. Multiple water conveyance facilities exist throughout the Subarea, and the Phyllis Canal, crosses Chinden Boulevard just west of Star Road and continues to follow the Bench as it continues eastward under SH 16.

Public Services and Facilities

Recent improvements to sewer infrastructure, including a new lift station, offer development opportunities for the Subarea. With these improvements, both water and sewer main lines are relatively easy to connect. The Star Riverhouse on the north side of the River provides a community facility, with recreational opportunities including rentals and fishing ponds. This facility offers a pivotal anchor to the new Riverfront Center outlined in the Subarea Plan.



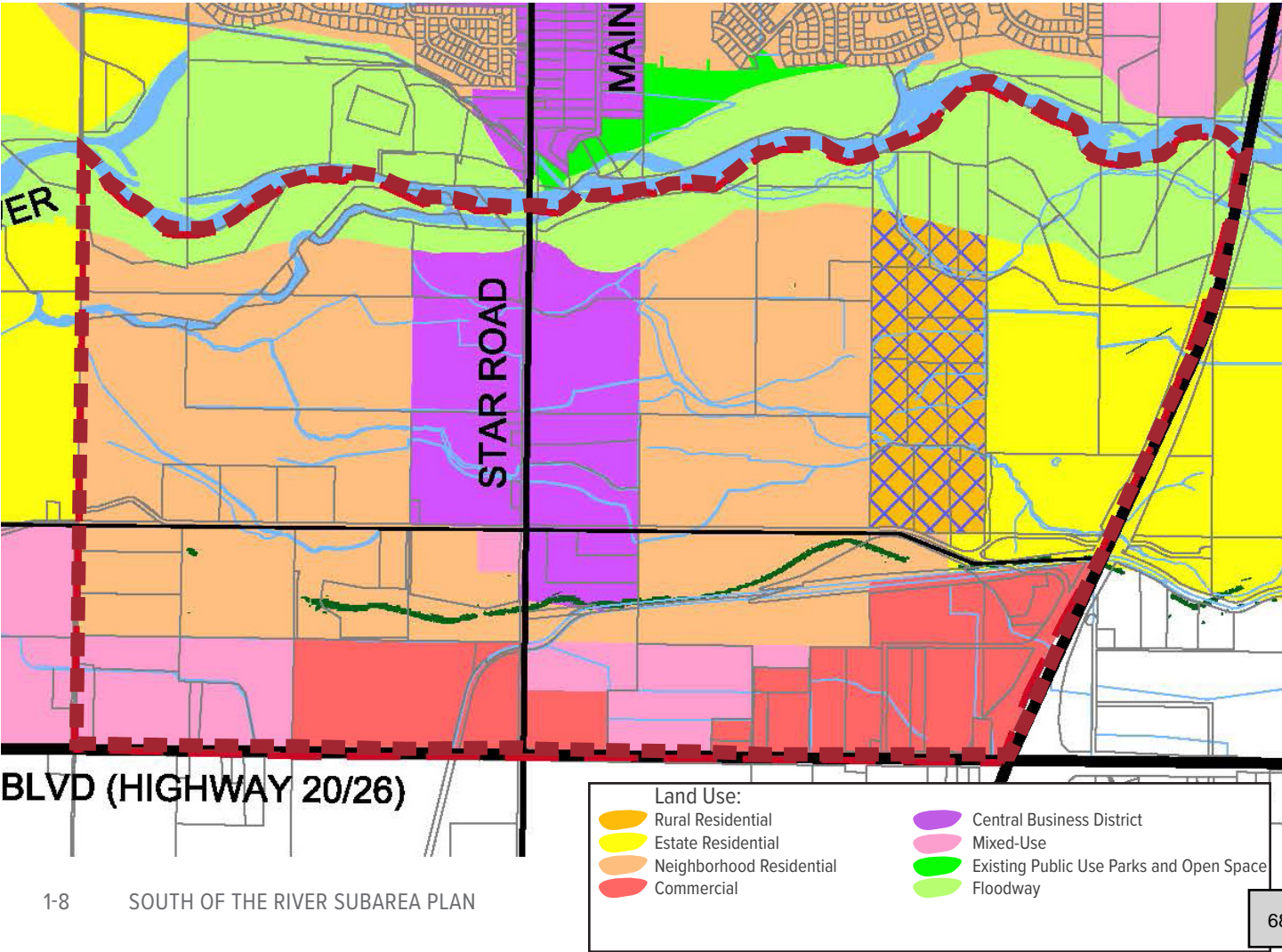
PURPOSE AND ALIGNMENT WITH THE COMPREHENSIVE PLAN

Comprehensive Plan

The Subarea Plan has been developed to align with the overall vision, goals, and objectives within the earlier chapters of the 2020 Comprehensive Plan, while adding additional detail for this area. On the following pages, the Land Use Map, the Economic Corridors Access Management Plan (ECAMP) Map, and the Recreation and Pathways Map have been updated to reflect this increasing level of detail within the Subarea.

In addition, within Section 3 of this Chapter, specific goals have been extracted in relation to key sections throughout the document, while additional objectives and implementation policies have been merged into the main text of the Comprehensive Plan Chapters.

Existing Subarea Land Use Map

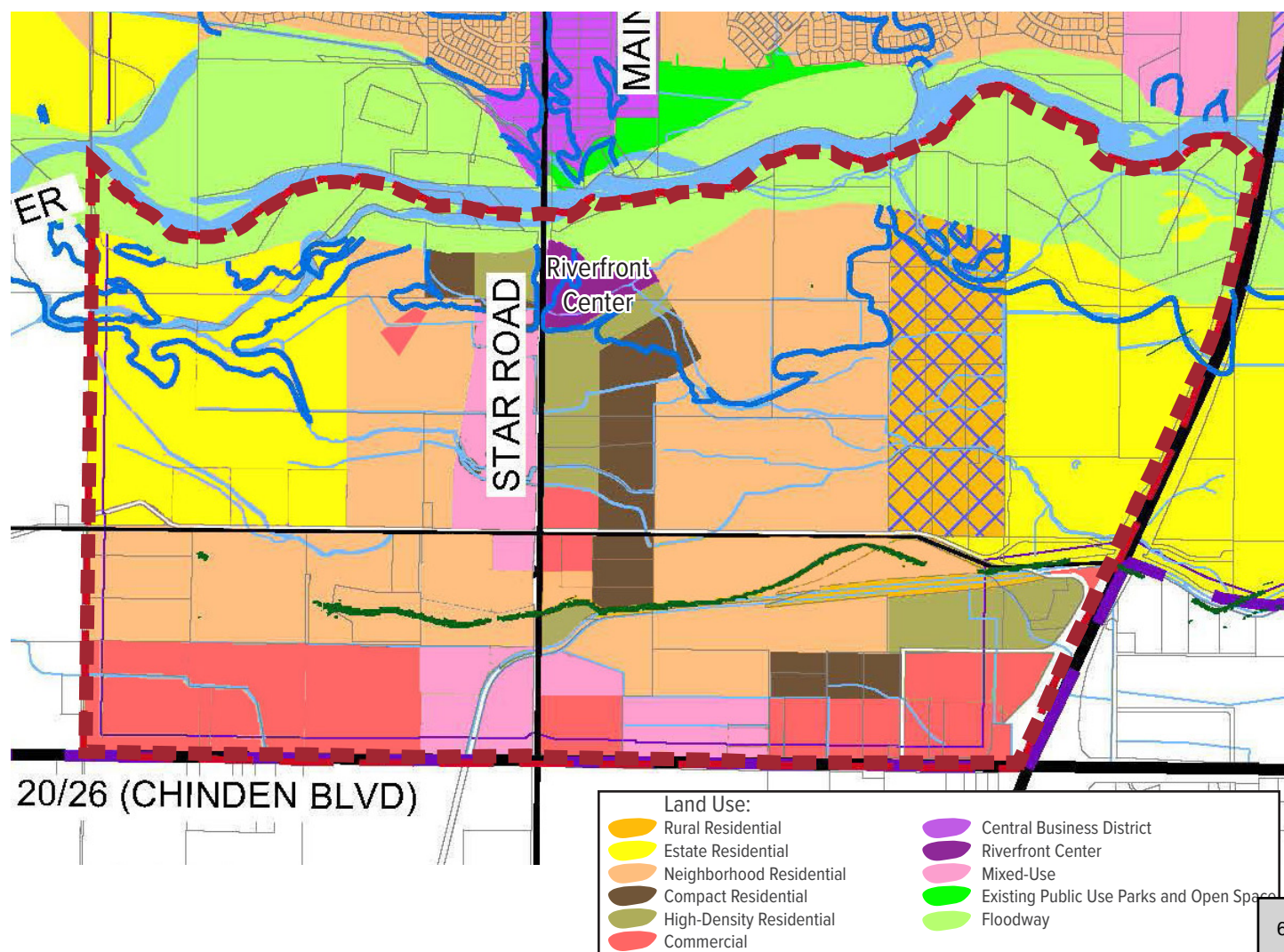


Existing and Updated Land Use Map

While the future land uses were general placeholders in the previous map, the updated Land Use Map:

- » Is more closely aligned with how City leadership, residents may expect the area to accommodate in-progress development submittals and build out;
- » Offers a more market-supportable balance between housing and commercial areas;
- » Integrates open space and amenities throughout the Subarea, identifying potential locations and connectivity;
- » Provides a greater degree of connectivity in both the transportation and pathway systems;
- » Integrates and defines a new land use category for the Riverfront Center; and
- » Aligns with adjacent communities' land use, transportation, and pathway plans; and
- » Builds on the natural assets and other waterway and topographic features within the area of the Boise River.

Updated Subarea Land Use Map

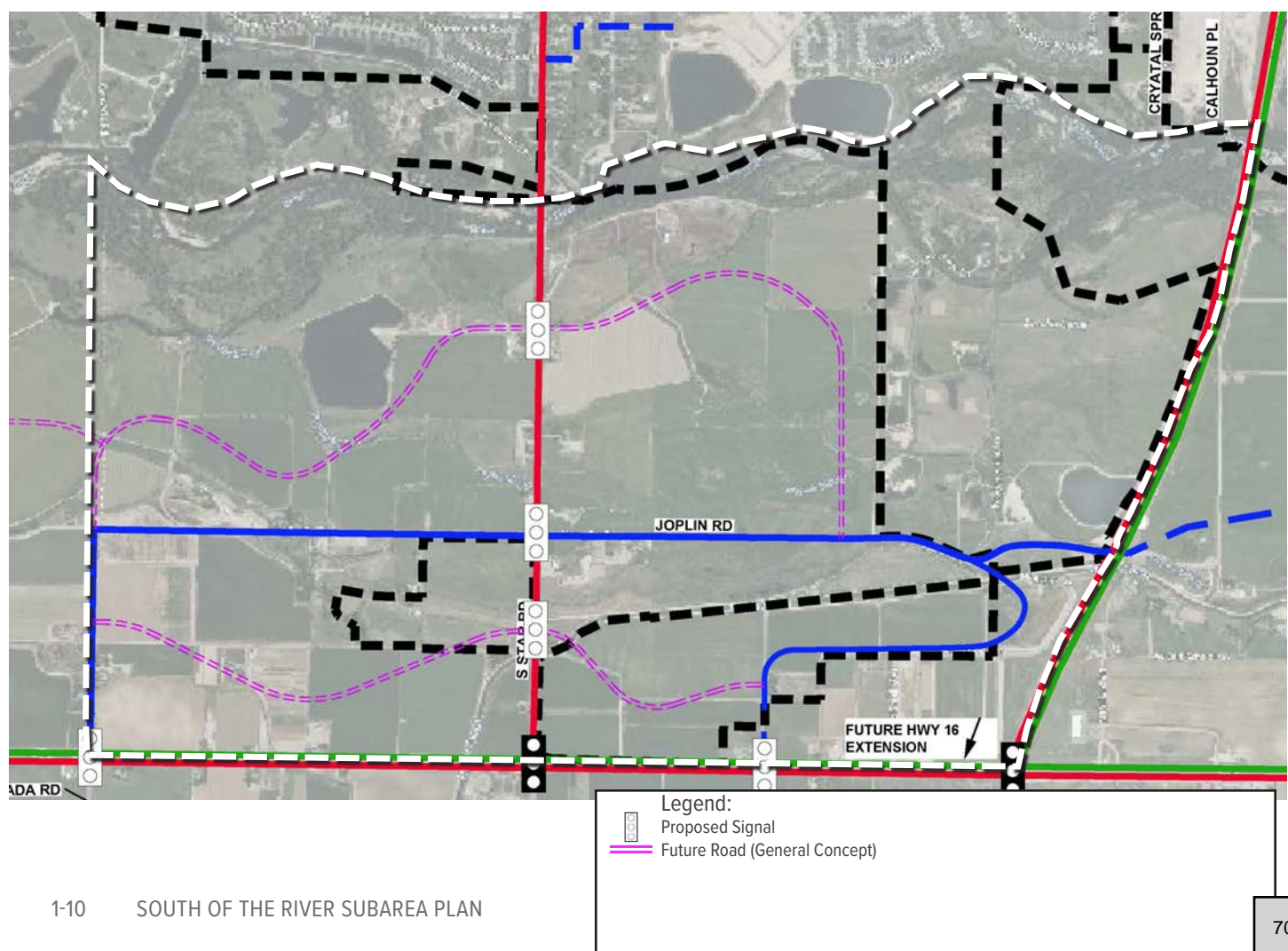


Economic Corridor Access Management Plan (ECAMP)

The ECAMP Map has been updated to refine the connectivity within the Subarea Plan, specifically including:

- » A more seamless connection extending Can-Ada Road to the east and connecting to Star Road and further east and south to Joplin Road.
- » A new, additional collector connection through the Subarea and parallel to Chinden Boulevard, providing connectivity through commercial, mixed-use areas, and neighborhoods from Joplin Road to Can-Ada Road; and
- » Improvements to Joplin Road connecting the bench and through future neighborhoods, eventually connecting into Chinden Boulevard.

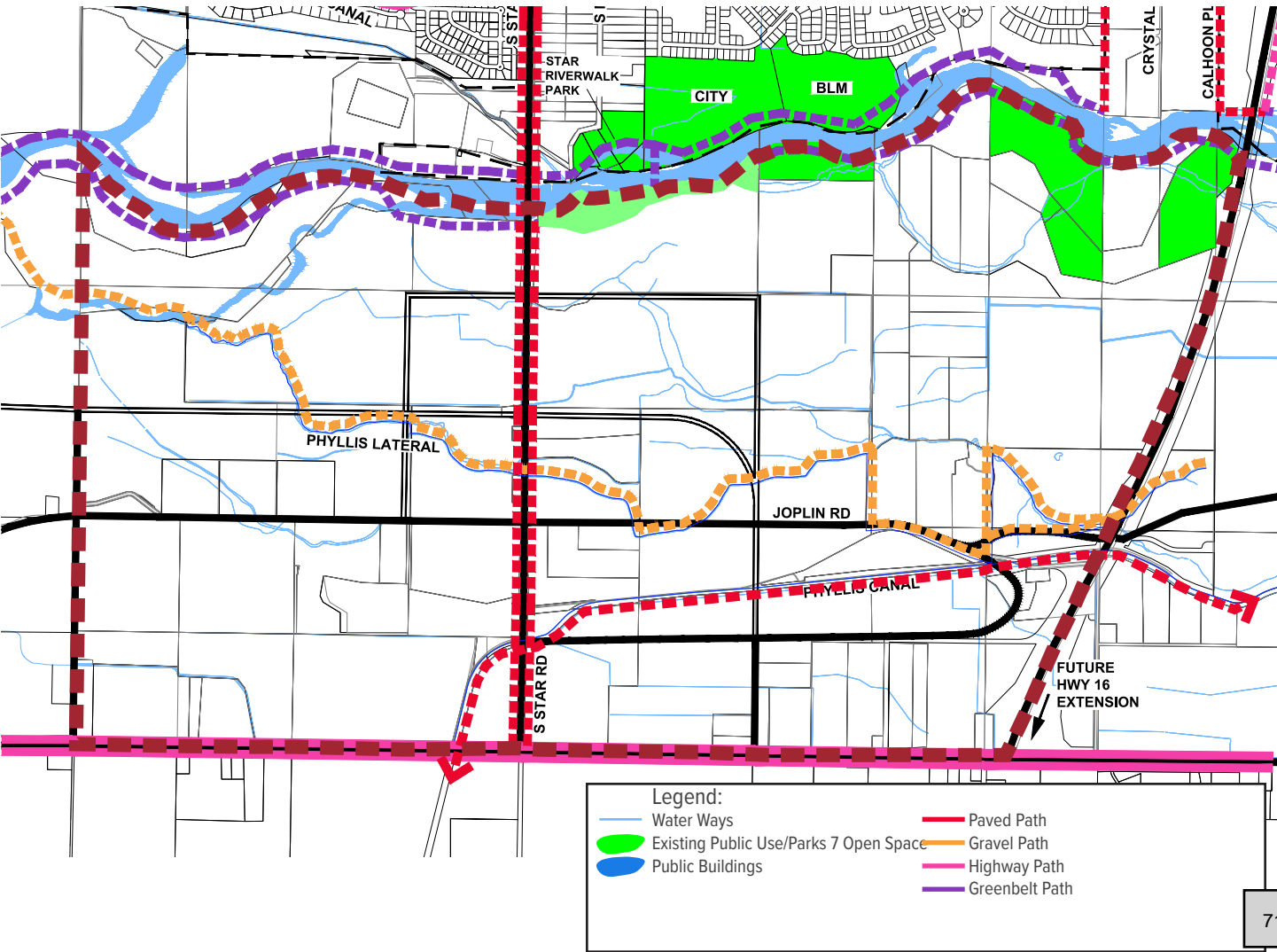
Updated Subarea Economic Corridor Access Management Plan Map



Pathways Map

The recreation and pathways system will be important in achievement of the Riverfront Center vision, along with offering a range of options for recreation and micromobility throughout the Subarea. Pathways have been aligned to provide access to a future Boise River Greenbelt extension, and alternative routes through and between neighborhoods, allowing for safe routes throughout the Subarea to centers, parks, and future school sites.

Updated Subarea Pathways Map





Chapter 2 | Vision

OVERVIEW

This Chapter illustrates a vision for the South of the River Subarea's physical development. On the following pages, the Illustrative Vision Plan portrays the build-out of the area, based on the City's underlying Comprehensive Plan vision and policies, early project objectives, and a series of big ideas developed and refined through public outreach. Although the exact layout and makeup of land use, and the transportation, pathway, and open space systems may vary, the community should seek to maintain the core concepts of the Plan.

Existing City of Star Vision Statement

Within Chapter 3 of the 2020 Comprehensive Plan the City of Star Vision is defined as:

"As development occurs the community wants to protect, preserve, and enhance open spaces, the Boise River, and the steep slope areas generally to the north. The community does not want Star to become a "Stack and Pack" metropolitan city but wants to strive to retain its small-town family friendly character while growing a strong commercial base and vibrant downtown.

Star acknowledges that it will continue to grow as the Treasure Valley grows, but Star's growth is to be a unique balance of environmentally sensitive urban and rural development. Urban development will be directed to our downtown, activity centers, and on lands with grades compatible for urban development as well as along regionally significant transportation corridors. The City will work in cooperation with landowners and local agencies to plan for and preserve rural planning areas in which large lot residential and agricultural uses continue in appropriate locations. The City will balance development with environmental stewardship, especially along the Boise River and in the steep slope areas."

The South of the River Subarea will meet this Vision by: *Planning for the Boise River, a new riverfront center, focusing on its adjacency to water and the natural environment, creating connected communities, and developing new family-friendly neighborhoods.*

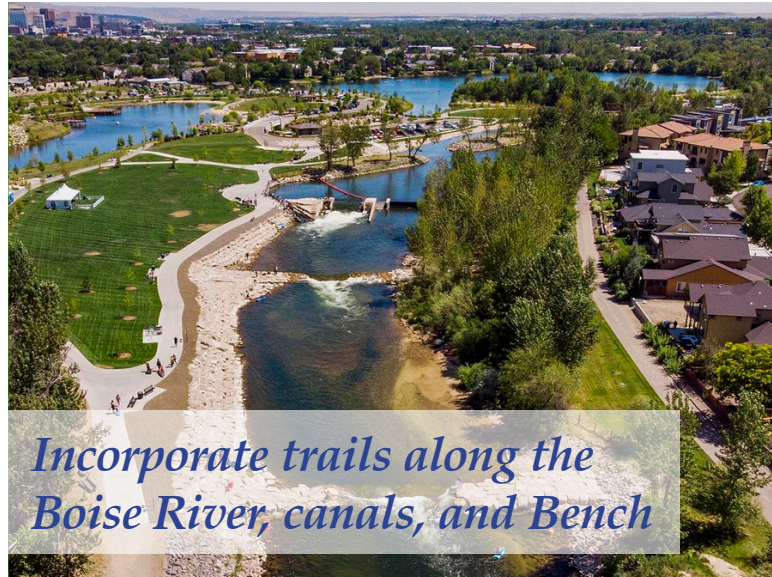
ILLUSTRATIVE VISION PLAN AND KEY CONCEPTS

The Illustrative Vision Plan is intended to be an illustrative description of one way in which the Subarea Plan could build out. Because it is difficult to predict market and other conditions for multiple decades, it is anticipated that the actual development of the area may differ in many respects from the Illustrative Vision Plan, although the big ideas and key concepts should be followed.

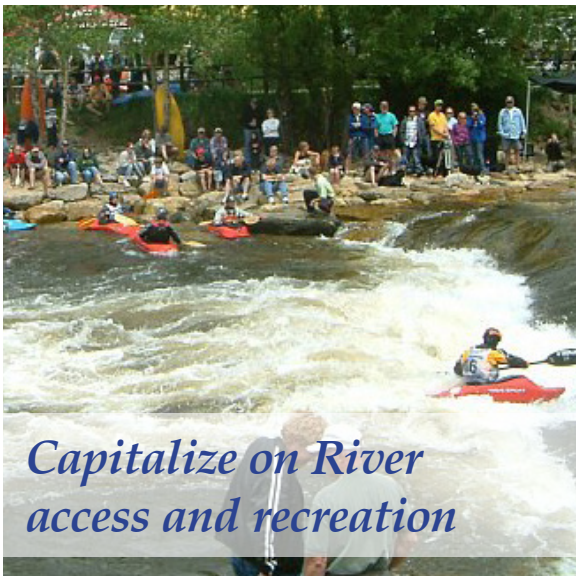
KEY CONCEPTS

- *Create a unique destination that builds on Boise River access.*
- *Include a diversity of neighborhoods to allow for Star's growth.*
- *Capitalize on Chinden Boulevard and SH 16 for commercial areas.*
- *Provide the citizens of Star an opportunity to help define the character for the area and show their pride in the City.*

Integrate gathering places with public art



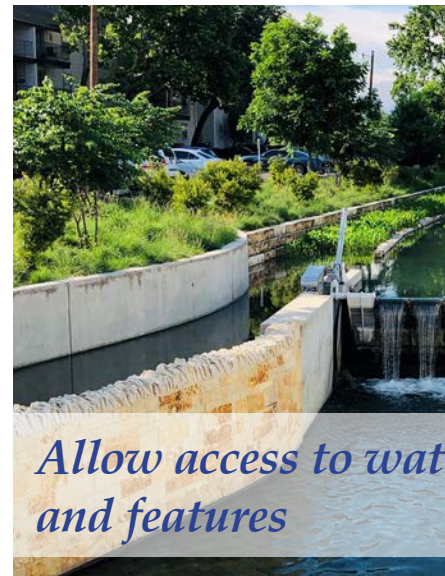
Incorporate trails along the Boise River, canals, and Bench



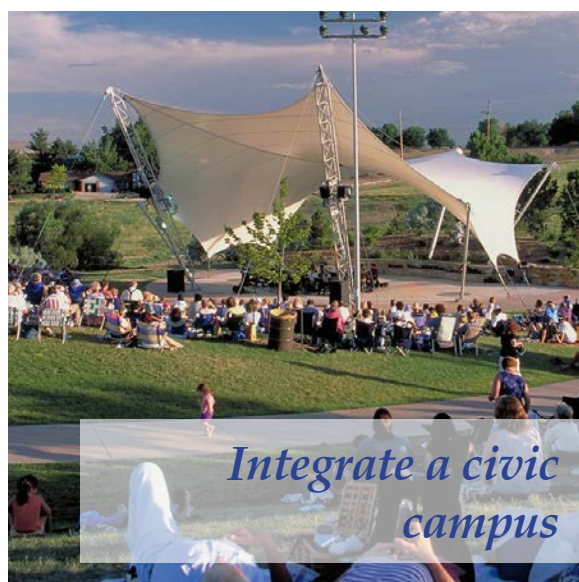
Capitalize on River access and recreation



Create additional connectivity to mitigate traffic



Allow access to water and features

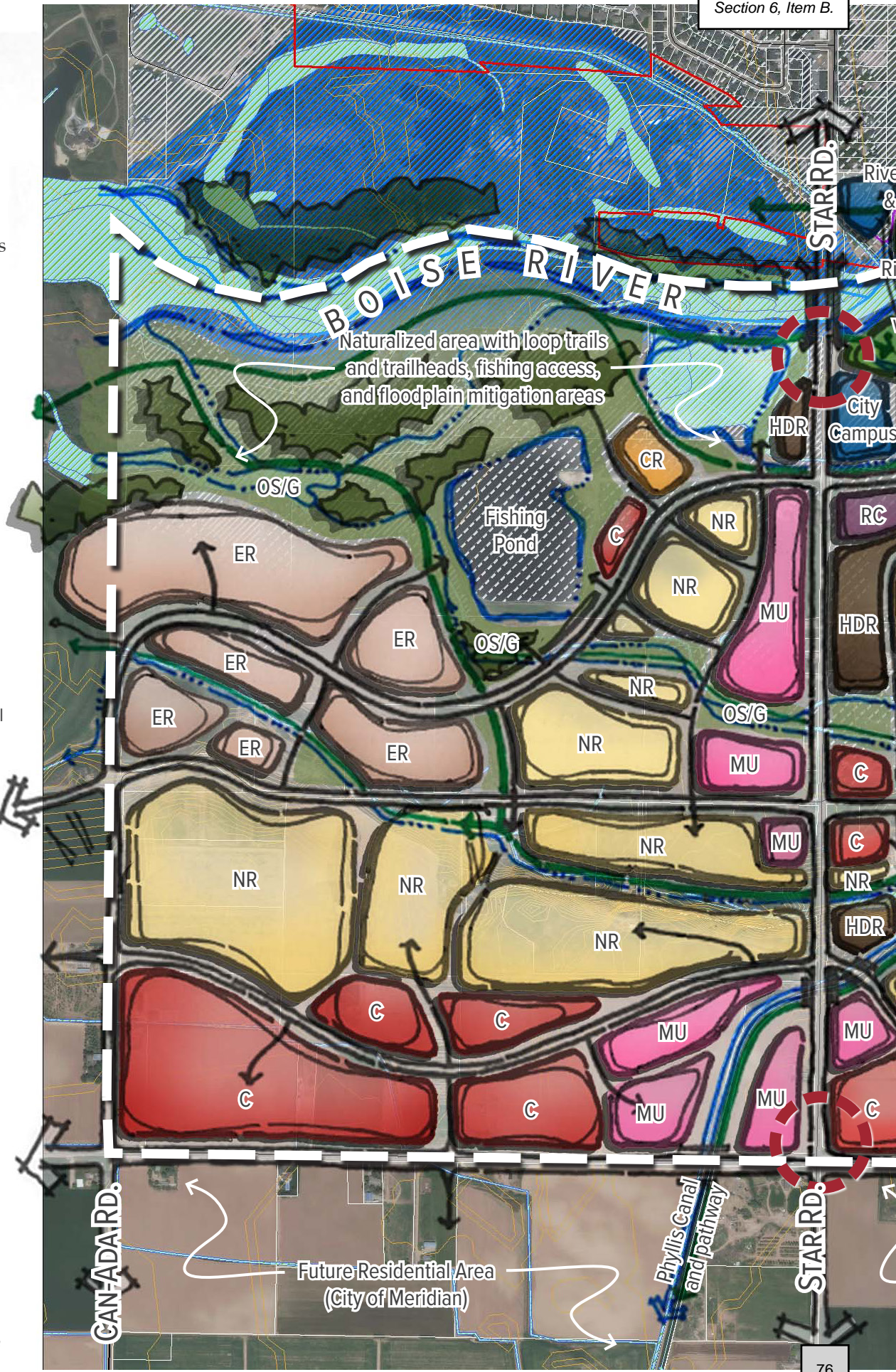


ILLUSTRATIVE VISION PLAN

The Illustrative Vision Plan highlights a visionary concept depicting the possible distribution of land uses, connectivity between neighborhoods and to arterials, and the level of amenities expected in regard to natural areas and open space, pathways and parks. The Vision Plan is illustrative in nature, and defines only one possible development option.

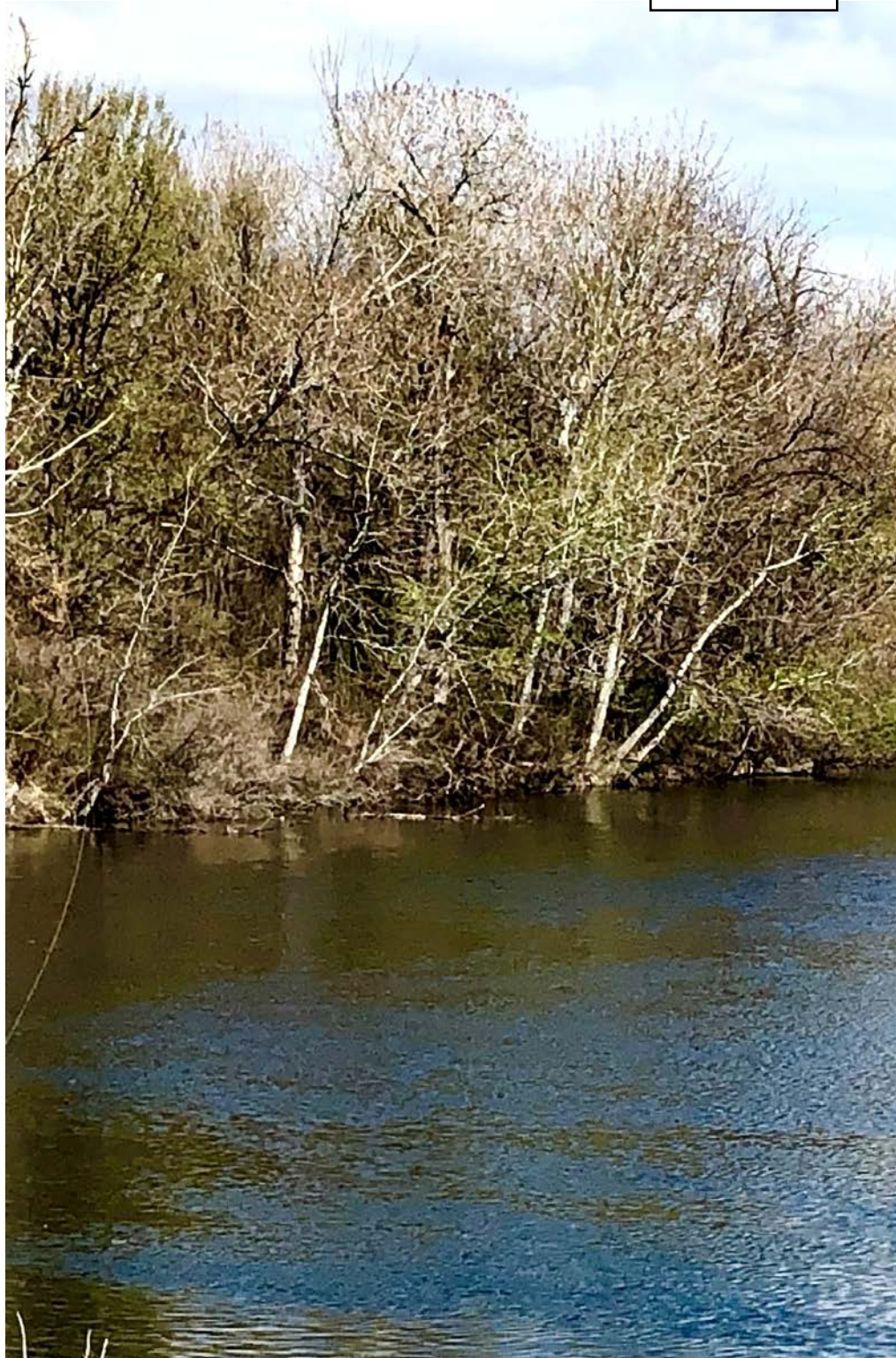
- Map Legend:
- RR: Rural Residential
 - ER: Estate Residential
 - NR: Neighborhood Residential
 - CR: Compact Residential
 - HDR: High-Density Residential
 - RC: Riverfront Center "Main Street"
 - MU: Mixed-Use
 - HDR/MU: High-Density Residential/ Mixed-Use
 - C: Commercial
 - P: Parks
 - CIV: Civic (School, City Facility)
 - OS/G: Open Space/ Greenway
 - Gateway

Note: The Illustrative Vision Plan is conceptual in nature and distribution of land uses, road alignments, and park and school locations may change as development occurs.



Future Commercial Area (City of Meridian)







Chapter 3 | Supporting Frameworks

OVERVIEW

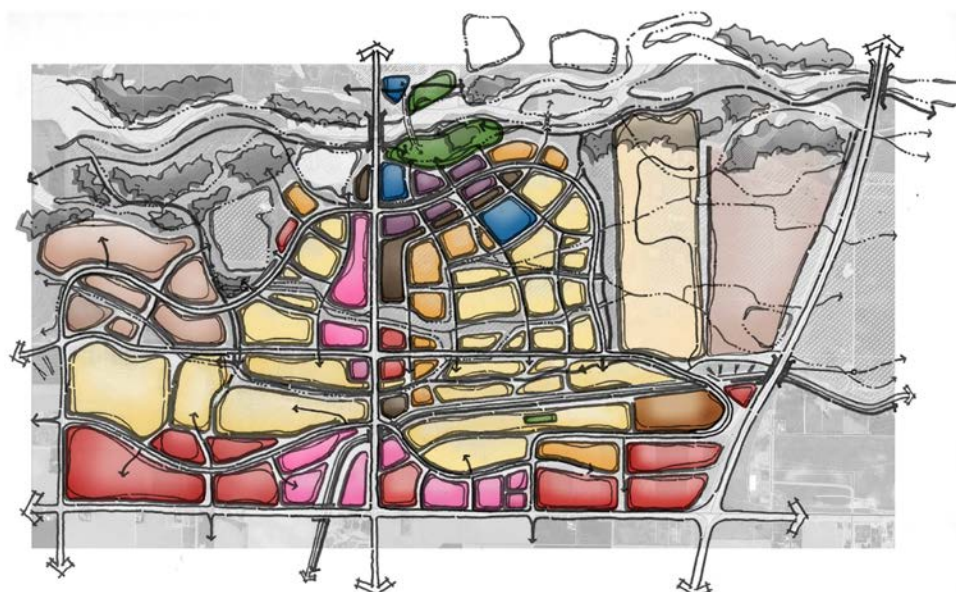
Several frameworks are described within this Chapter, which form the greater foundation for the area. Land Use, Transportation, Housing, Economic Development, Parks and Recreation, Natural Resources, and others organize the big ideas, and work together to achieve the goals of the Comprehensive Plan and form the Illustrative Vision Plan. Core concepts and opportunities are also described, as they provide the inspiration and vision.

LAND USE

The overall land use framework sets the stage for future development within the Subarea. While subsequent frameworks discuss connectivity, neighborhoods, parks and pathways, and natural resources, the land use framework provides the overriding guidance document for future growth and offers a baseline for incorporating zoning changes as development submittals are reviewed.

The land use map illustrates a balance between preservation of River and floodplain areas, accommodation of neighborhoods and economic centers, along with a connected network of transportation and pathway systems.

Detailed in the following framework sections, the overall land use program is anticipated to support anywhere from 2,500 and 4,800 housing units, and up to 5,500 jobs. The transportation network, while limited in connectivity outside the Subarea, incorporates a connectivity index of nearly 90 intersections per square mile, allowing redundant connections through neighborhoods, and spreading connectivity across arterials. As the Subarea is almost evenly divided into quadrants by both the arterial roadway network, and the drastic topography change at the Bench, the ability to allow for centrally located parks and schools within each quadrant create a heart for each neighborhood. An internal pathway network then allows for connectivity across neighborhoods and between park and school spaces, with a primary network that connects all neighborhoods to the Boise River Greenbelt.



Note: The framework is conceptual and final platting, road alignment, location, size, and design may differ.

Future Land Use Program

<i>Land Use Category</i>	<i>Existing Acreage</i>	<i>Proposed Acreage</i>
Central Business District	220	0
Riverfront Center	0	30
Commercial	240	210
Mixed-Use	140	130
High-Density Residential/ Mixed-Use	0	30
High-Density Residential	0	80
Compact Residential	0	80
Neighborhood Residential	780	610
Estate Residential	190	400
Rural Residential	120	120
Floodway	180	180
Total	1,870	1,870

**The Illustrative Vision Plan includes approximately 280 acres of parks, open space, trails, and schools and/or civic areas. These 280 acres are generally included within the Neighborhood Residential category.*

TRANSPORTATION

Existing and Projected Traffic Operations

The Subarea will primarily be served by connections to Star Road and Chinden Boulevard (US 20/26). The Boise River and SH 16 limit opportunities for additional connections into the Subarea. The table below summarizes the current and projected 2040 no-build (i.e., without this Subarea Plan developed) traffic operations at key intersections in the Subarea in terms of level-of-service (LOS) and volume-to-capacity (v/c) ratios. With the Subarea Plan developed, and the planned transportation projects listed below in place, there is projected to be adequate capacity for these intersections.

Intersection	Existing LOS (V/C)	Year 2040 No-Build LOS	Year 2040 Build & Improvements
Star Road/SH 44	C (0.84)	F (>1.0)	Adequate capacity with planned transportation projects and development of the Subarea Plan
Star Road/Joplin Road	D (0.24)	F (>1.0)	
Star Road/US 20/26	E (0.96)	F (>1.0)	

Planned Transportation Projects

- » Star Road: SH 44 to US 20/26 – Widen to 5 Lanes (ACHD; expected 2031-35)
- » SH 44: Star Road to SH 16 – Widen to 5 Lanes (ITD; expected 2024)
- » US 20/26: Phyllis Canal Bridge to SH 16 – Widen to 5 Lanes (ITD; expected 2023)
- » Star Road/SH 44 Intersection – Quarter Continuous Flow Intersection (ITD; no planned date)
- » Star Road/US 20/26 Intersection – Full Continuous Flow Intersection (ITD; no planned date)

Internal Roadways and Intersections with Major Roads

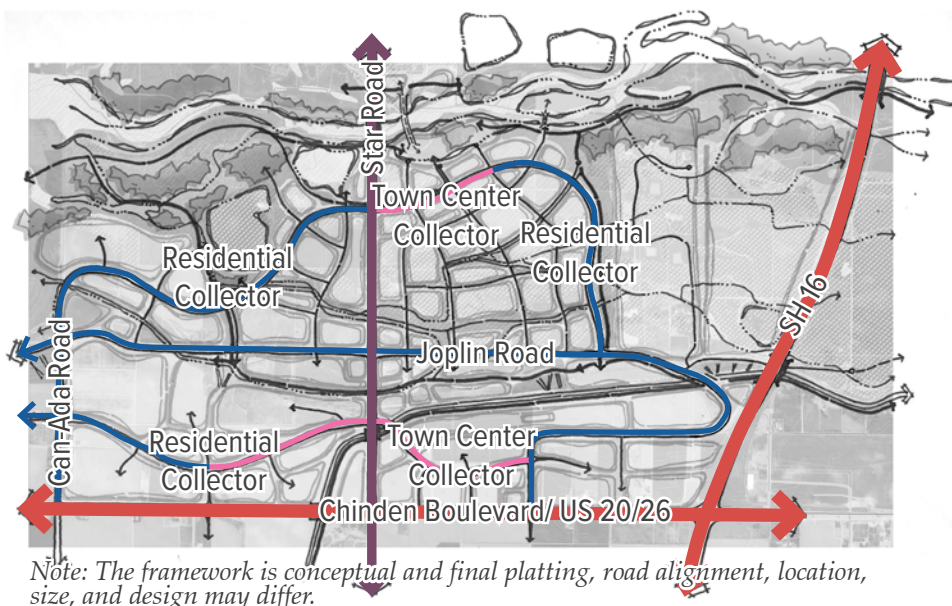
The Subarea will be served by three east-west collector-level roadways (Joplin Road and the other two other east-west roads shown in blue in the framework at right) and two north-south collector-level roadways (Can-Ada Road and the other north-south road shown east of Star Road, and in blue in the framework at right). The east-west collector-level roadways will intersect with Star Road and will likely require signalization to meet ACHD’s operational guidelines. Multi-lane roundabouts may also operate acceptably. Further analysis will be required to determine the ultimate configuration of these intersections. The northern east-west collector may meet ACHD’s spacing guidelines. The southern one will not; however, its location is constrained by existing topography and the Phyllis Canal and is likely located in the most practical location.

The Can-Ada Road connection to US 20/26 is planned to be signalized. The two other connections to US 20/26 will likely be restricted to right-in/right-out access, though they may be allowed to operate as a full access for an interim period.

The northern east-west collector should be designated as a Town Center Collector east of Star Road in ACHD's Master Street Map. This designation may also make sense for the southern east-west collector for the sections it travels through the planned mixed-use land uses. The Residential Collector typology is likely appropriate for the remaining collector-level roadways.

Bicycle and Pedestrian Travel

Walking and biking infrastructure is currently limited. However, that will change with planned roadway projects and the build-out of this plan. ACHD's Roadways to Bikeways Plan includes protected bike lanes or shared-use paths along Star Road, which would likely be built when the road is widened. Similarly, ITD plans to construct shared-use paths alongside Chinden Boulevard when it widens the road. Within the Subarea, internal roadways should be built to provide a low-stress biking and walking experience. This may include providing streetscapes to provide a buffer space between people walking and motor vehicle traffic. The Subarea Plan also envisions a series of off-street paths that will connect neighbors to each other and to the envisioned community amenities.



ECONOMIC DEVELOPMENT

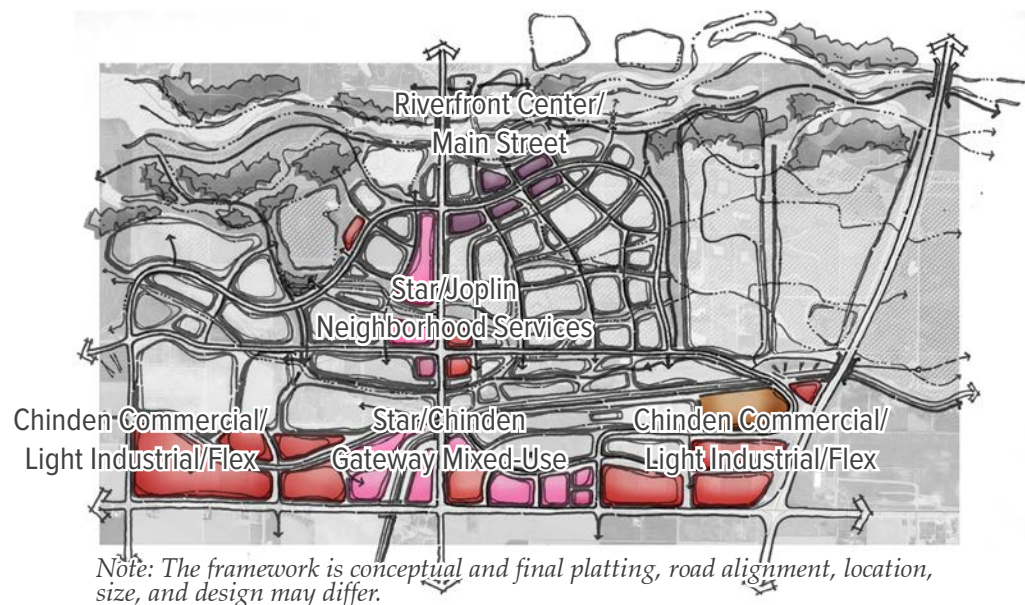
Economic Development in a Small City Context

Economic development usually refers to attracting dollars into a community from the outside. Traditionally, that has meant bringing in new companies or expanding existing businesses that sell their goods and services to customers outside the city and employ local residents who would spend their wages close to home—with the added bonus of improving residential values in town by having nearby employment.

While those goals make sense for larger cities and collective regions, benefits are not as clear cut for smaller municipalities. Because sales taxes in Idaho are pooled at the state level and shared based on population, attracting new retail into a smaller suburb does not give a direct boost to that city's fiscal revenue stream. New retail does increase convenience for local residents, but in Ada County, tends to result in a lower property tax yield per acre than new residential development.

Bringing new employers to town from outside the region (or expanding existing firms) is good for the region as a whole; but benefits for suburbs like Star are more marginal. Individual property owners of vacant land that develops as new flex office space, for instance, benefit greatly, but jobs and wages from those firms tend to spread around. As of 2018, about 89% of people working in Star resided outside the City. Neighboring Eagle has almost ten times the number of jobs as Star and the same 89% commuting in from cities other than Eagle—presumably spending most of their paychecks closer to home.

For primarily residential communities like Star, remaining residentially focused is not necessarily a bad thing. Commercial activity that helps to improve the quality of life for those residents, by adding desired retail and service amenities and by improving the aesthetics and vitality of places in Star, is one that the Subarea is well-positioned to deliver on.



Subarea Plan Centers

The Subarea has been divided into four nodes for mixed-use, retail, services, and commercial /flex/ light industrial development. These nodes take into account the geographic considerations and the traffic patterns of each area.

Riverfront Center/Main Street

The area is generally located east of Star Road and south of the River. This area is envisioned as a civic and recreational activity hub along the south bank of the Boise River and should be well-suited for the kind of experiential retail that is believed to be most resilient against the advances of e-commerce—especially if the sense of place and activity levels are enhanced by more compact residential forms. The total square footage of retail will realistically be limited in this neighborhood due to inferior access, but there is potential for a strong pocket of well-selected destination tenants: specialty shops, recreation/ rental outfits, and unique dining establishments able to capitalize on what should be a regionally unique and inspiring setting.

Chinden Commercial/Light Industrial/Flex

Defined as the area on the north side of Chinden Boulevard, west of the expanding SH 16, and immediately east of Can-Ada Road, appears to be a logical location to capture future growth in demand for light industrial and flex/ R&D space. Again, the benefits of such development are not so much about the job growth, since around nine out of ten workers will likely live outside Star, or about property tax revenue (since new residential would produce more per acre). Instead, flex/ industrial employment is simply likely to be a highest and best use for the site, in a region that will need more of it to function. The Commercial designation allows some flexibility should the property become desirable to prospective office users, while the 80+ acres of fully assembled parcel size have the potential to attract a wide variety of logistics users.

Star/Chinden Gateway Mixed-Use

Sandwiched between the commercial/ light industrial/ flex is the area north of Chinden Boulevard on either side of Star Road, designated mixed-use, has strong retail potential, with the northeast quadrant of that intersection representing a premier “hard corner” that should be especially attractive for future grocery-anchored retail development (positioned on the coveted “going-home” side of the street for a large future commuter population living on both sides of Chinden). The mixed-use designation is appropriate as a measure allowing Star to either augment that corner development with complementary in-line retail and dining tenants or to preserve some for later multifamily (or other) development. That flexibility is especially important given the uncertain trajectory of the brick-and-mortar retail industry.

Star/Joplin Neighborhood Services

A smaller, but still promising pair of potential retail sites are designated at Joplin and Star Road. Although traffic counts here are lower than on Chinden, the site is centrally located within a well-populated future sea of rooftops. The northeast corner (going-home side) is especially well suited for grocery anchored, while the northwest side is ideal for service stations, coffee franchises and others that thrive on the going-to-work side of the street.

General Economic Development Program by Center

Economic Center	Acreage	Potential SF
Riverfront Center/Main Street	30	300,000
Chinden Commercial/Light Industrial/Flex	170	600,000
Star/Chinden Gateway Mixed-Use	90	430,000
Star/Joplin Neighborhood Services	80	380,000
Totals	370	1,710,000

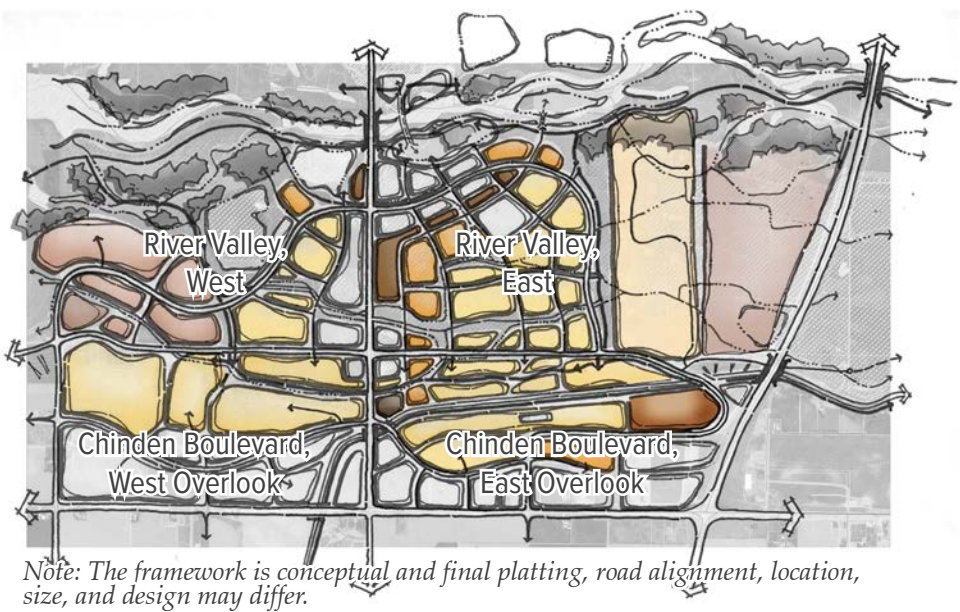
HOUSING

Overview

Residential development has been the fuel for Star’s expansion over the past decade and continues to boom throughout the Treasure Valley. Ada and Canyon counties are witnessing record growth driven by favorable generational demographics at the national level and increasing popularity of the Mountain West in general as a place to pursue a better quality of life. Though good for the Boise metro economy, the surge in housing demand has led to supply shortfalls and an increasingly burdensome housing affordability problem. Vacancies are now below 2%, with rents and median home prices rising even faster in response.

Estimated Residential Absorption Potential

Demand potential for the Subarea was estimated by looking at official regional population growth projections for small areas across a roughly five-mile radius from the Subarea. Together with census-based inputs from ESRI (a demographic data provider) on income distribution and household sizes, we allocated the expected growth in households across product types and price points for 10- and 20-year forecast horizons. The Subarea was then assigned a reasonable range of attainable capture rates (basically market share). These low and high estimates are represented as annual absorption potential for different product types in the table above.



Housing Types

The mix of housing types included in the conceptual plan for the area is intended to draw upon the most likely and strongest sources of demand, with enough flexibility in the form of mixed-use designations to react to unexpected future shifts in preferences.

Somewhat larger and higher priced neighborhood and rural residential homes are part of the mix in the more interior neighborhood areas—likely to appeal most to the older half of Millennials and the smaller, but still active, 50-something Gen X cohort where family sizes and incomes are near their peak. Highest priced products are expected to draw value from bench overlook views and proximity to riverfront amenities.

Closer to arterial frontages of Star and Chinden, neighborhoods scale up in density, especially around and in support of commercial areas. These neighborhood areas should draw heavily from Millennial homebuyers.

The most compact housing development is located at and adjacent to the Riverfront Center and the Star/Chinden Mixed-Use Gateway, and in the far southeast corner of the Subarea. Units in these areas are likely to include some two- to three-story condominium/townhome and rental apartment projects, with the potential for ground-floor retail. Zoning should include flexibility for live-work spaces with storefront ground floor space and living quarters upstairs.

This level of density will be needed to achieve the critical mass of activity and human-scaled street frontages that characterize typical, quaint Main Streets such as that envisioned for the Riverfront Center and other mixed-used use areas. Flexibility in maximum allowances for density should be investigated, possibly in the form of density bonuses for proposed projects that meet higher thresholds of Main Street-friendly design standards.

Overall open space in all the residential areas should be equal to 20% and may be divided among the individual residential developments or provided as a central park. Public pathways and connections to recreation areas will be required, including to parks and the River. Slope areas along the benches shall be retained as open space and shall be limited to open space and greenway areas and may be credited towards required open space if usable.

Generational Drivers, Shifting Needs, and Disappearing Affordability

America's two largest population "bulges" are **Millennials** (aged 25 to 40 as of 2021) and **Baby Boomers** (now 57 to 75), and their changing life-stages are the dominant factor in housing demand trends. With the heart of the Millennial cohort now in their early thirties, this group is driving most of the surge in starter home demand. Because a large portion of them delayed entering the for-sale market, that "natural" life-stage demand shift is coupled with additional pent-up demand. Meanwhile, housing affordability challenges have led to a prolonged stretch of above average multifamily rental demand, especially for younger Millennials still in their late twenties.

Boomers, on the other hand, are more of a mixed bag. As they now fully occupy the empty nester and retiree life-stage, many are opting to simplify and downsize their living arrangements, with increased demand for condos and other ownership attached products, along with a smaller portion shifting back to rentals (again, partly due to affordability issues). Yet another segment of Boomers are opting to hang onto the added breathing room in their now less-crowded, if oversized, houses (partly out of reluctance to enter the skyrocketing housing market as a buyer once again).

Both **Millennials and Boomers** have shown greater awareness of, and preference for walkability and certain elements of traditional neighborhood design (alleys, sidewalks, smaller yards), though many are now coming to accept a more suburban take on those elements.

Subarea Plan Neighborhoods

The Plan features four main neighborhood areas, River Valley East, River Valley West, Chinden Boulevard East Overlook and Chinden Boulevard West Overlook. Much of the residential acreage has been devoted to the Neighborhood Residential category already typical in Star. Small to mid-size, moderately priced homes should remain the sweet spot of Millennial housing demand over the short- and mid-term horizon.

River Valley East

This area is generally located east of Star Road and north of Joplin Road. This area has a mix of residential uses starting along the River at the Riverfront Center and moving south through High-Density Residential, Compact Residential, and Neighborhood Residential. The open space along the eastern edge of this area between the Stonebriar Subdivision should be maintained as a permanent buffer between future development and the residences within Stonebriar.

River Valley West

This area is generally located west of Star Road and north of Joplin Road. This area has a mix of residential types, with the highest densities along the River and within Mixed-Use areas along Star Road. Moving west, this node has Neighborhood Residential which transitions to Estate Residential. These estate lots will be limited to no more than two dwelling units per acre, allowing for some large lots and providing for a little more of the rural feel.

Chinden Boulevard East Overlook

This area is generally located east of Star Road, south of Joplin Road and north of Chinden Boulevard. This area also has a mix of residential uses starting with neighborhood residential. The large amount of mixed-use land designations will allow for up to 30% residential use. This could provide some compact or even high-density residential options. Density along the bench should be managed to encourage pedestrian access, open space, and protection of the geography of the area.

The area designated as High-Density Residential/Mixed-Use shall only be allowed to develop into an HDR designation if it is part of a Planned Unit Development that includes the commercial parcels to its south and along Chinden Boulevard. It is not intended for it to develop individually as an HDR designation, and if so, it will be reclassified as Mixed-Use only for the purpose of development.

Chinden Boulevard West Overlook

This area is generally located west of Star Road, south of Joplin Road, and north of Chinden Boulevard. This area contains primarily Neighborhood Residential along the bench. Given the desire of commercial on the hard corner of Can-Ada Road and Chinden Boulevard, there is a small cluster of Mixed-Use land designations at Star Road and Chinden Boulevard that may allow for up to 30% residential use, which may provide some multifamily housing options. Density along the bench should be managed to encourage pedestrian access, open space, and protection of the geography of the area.

General Housing Program by Neighborhood

Neighborhood	Approximate Residential Acreage*	Potential Housing Units (at average of allowable densities)
River Valley, East	480	1,700
River Valley, West	335	900
Chinden Boulevard, East Overlook	130	700
Chinden Boulevard, West Overlook	160	500
Totals	1,105	3,800

Note: Acreage includes all areas designated as High-Density Residential, High-Density Residential/Mixed-Use, Compact Residential, Neighborhood Residential, Rural Residential, Estate Residential, and a portion of Riverfront Center and Mixed-Use acreages. Park acreages shown in the table on the following pages are included within the total residential acreages shown above.

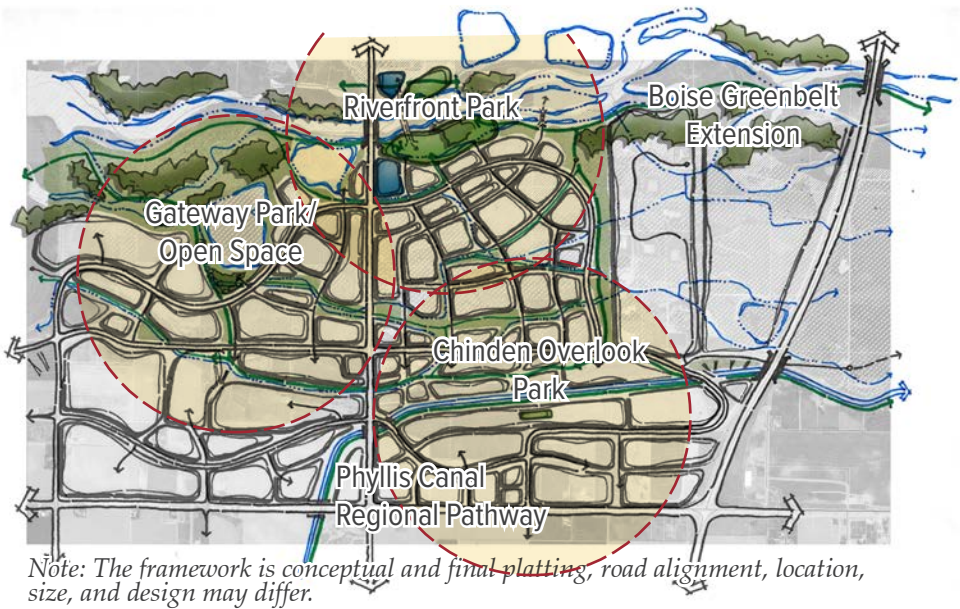
PARKS AND RECREATION

The Parks and Recreation Framework focuses on Boise River access, riverfront amenities, and extension of the Boise Greenbelt through the Riverfront Center/Main Street area. Active parks and passive natural/open space preservation areas have been identified and allow varying focal points and use as defined in the table below. Each park serves as a unifying feature for neighborhoods in the Subarea, and along with open space provisions included within the land development code, will help to meet general benchmark metrics of ten acres of park space for 1,000 residents.

An internal, off-street, pathway network connects parks and neighborhoods, mainly along existing water conveyance facilities. Two regional pathways connect to the larger region, through the Boise Greenbelt System, and along the Phyllis Canal. The framework map shows anticipated park distribution along with a half-mile walkability/service radius.

General Parks Program

Park	Approximate Acreage	Type/Key Amenities
Riverfront Park	30	Amphitheater, open areas for markets/festivals; water recreation access
Chinden Overlook Park	2.5	Neighborhood-scale open fields and playgrounds
Gateway Park/Open Space	20 park acres/230 acres open space	Naturalized pathways, boardwalks, educational interpretation, fishing pond, wildlife viewing, River access
Total	282.5	



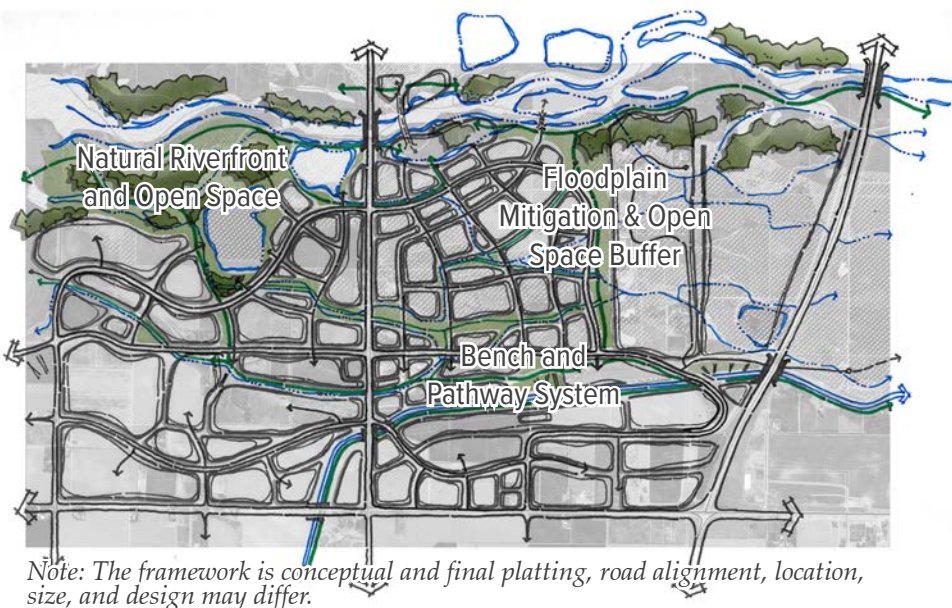
NATURAL RESOURCES

The Subarea offers a unique chance to comprehensively plan a large, ecologically interconnected landscape to accomplish a sustainable pattern of growth that honors the Boise River and its natural resources.

The floodway includes the River and immediately adjacent areas that are the primary conveyance for floodwaters. As the most dangerous part of the floodplain, this natural channel and this area need to remain open and clear of obstructions. Federal and local regulations prohibit encroachments within the floodway that result in any increase in flood elevations. Future recommended land use in the floodway consists of natural trails, riverfront parks, and greenways that connect to parks and greenways throughout the Subarea. Obstructions such as buildings, fill, or structures that can trap debris should not be in the floodway.

The 100-year floodplain includes land outside of the floodway inundated during flood events with a 1% chance of occurring in any given year. Areas within the floodplain either convey or store floodwater depending on the surrounding topography.

Development within ineffective flow areas of the 100-year floodplain, such as the Riverfront Center, upstream of Star Road, will help minimize development impacts to flood conveyance. However, it is recommended for all development in the 100-year floodplain that additional storage areas be set aside to compensate for the loss of flood storage volumes caused by development. Additional mitigation areas and compensatory flood water storage have been identified at the northeast corner of the area, along with a north-south greenway area that buffers new neighborhoods from existing rural neighborhoods. Residential areas will likely need to set aside 10% to 20% of the land adjacent to and integrated with development for these purposes.



Note: The framework is conceptual and final platting, road alignment, location, size, and design may differ.

The 500-year floodplain includes areas of lesser hazard, and lower flood depths and velocities. Development is not required to be regulated by FEMA or the National Flood Insurance Program. Although the flood hazard is less, there is still chance of flooding and the same development recommendations that apply to the 100-year floodplain are suggested for the 500-year floodplain.

Other natural resources that should be considered include high groundwater and irrigation laterals that run through the Subarea. Irrigation laterals are important to preserve to support continued agriculture operations. High groundwater can preclude the development of structures with basements, but can provide an opportunity for creating ponds, wetlands, and other features that enhance the surrounding natural resources.

PUBLIC SERVICES, FACILITIES, AND UTILITIES

Water and sewer services are provided by the Star Sewer and Water District. The recent addition of the southern regional sewer lift station located west of Star Road and north of Joplin Road, as well as upgrades to the existing wastewater treatment membrane bioreactor facility will help ensure that the Subarea can be adequately served with sewer services. Wastewater from the Subarea will be collected in 8” to 18” diameter sewer mains that run to the new lift station. From the lift station, wastewater is pumped through a pressure sewer line to the Star wastewater treatment facility located north of the Boise River and south of West State Street.

The existing water system currently extends to a point along Star Road north of the Boise River and north of Coriander Lane. The future water system plans include serving the Subarea with 16”, 12”, and 10” water mains that would connect to the existing 12” main in Star Road. Other future water system improvements that will help provide adequate water supply to the Subarea include a booster station north of Chinden and east of Central Valley Expressway (SH 16) and additional wells located east and west of Star.

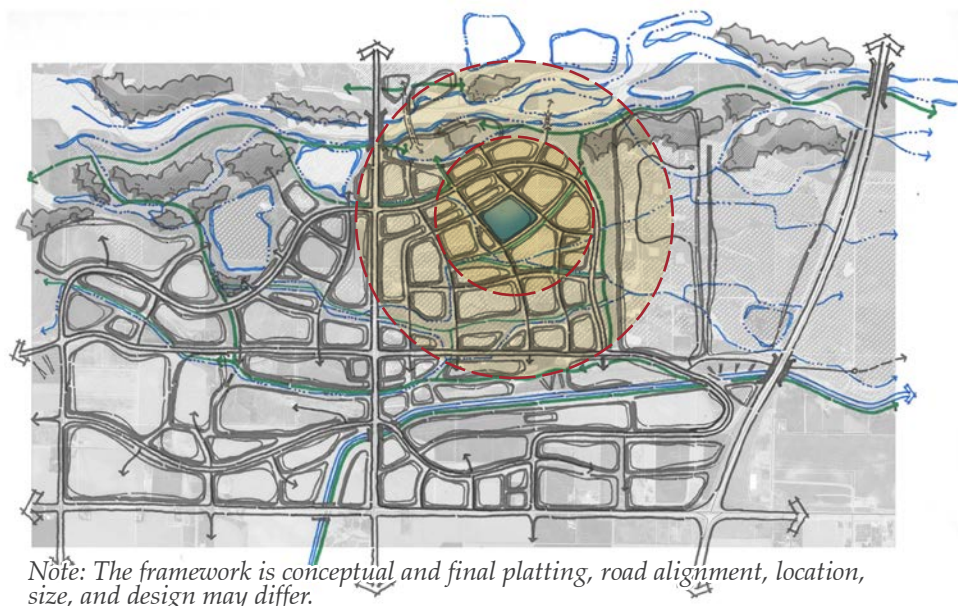
It is expected that the capacity of dry utilities, including electric and communications, systems can be expanded as needed to serve the SotR Subarea. Electric is provided by Idaho Power, telephone is provided by Century Link, and cable is provided by several companies including Cable One, Direct TV, and Dish Network. Natural Gas is provided by Intermountain Gas.

SCHOOLS

Schools will need to be closely coordinated with West Ada School District however, the Illustrative Vision Plan includes a potential location for an elementary or middle school campus within the River Valley area, and is located along the local street networks as well as a robust off-street pathway system contributing to safe routes to school, as laid out within the Comprehensive Plan.

The school site could be co-located with a park and/or open space which could be shared with the school or designed and maintained by the City or a homeowners association.

The potential school location is identified in the framework map below, with 1/4-mile and 1/2-mile walk distance radii shown, with the coverage generally extending through the majority of the River Valley area.



COMMUNITY DESIGN

The Subarea Plan expands the existing CBD to create an expanded Downtown for the City. The Subarea anticipates mixed-use development with pedestrian-oriented commercial, retail, and office uses on the ground floor and residential uses on the upper floors. Architectural guidelines specific to the CBD to guide future development and create a sense of place and continuity throughout the CBD. These guidelines include architectural style, building design and materials, street frontages and pedestrian amenities, and site design. These character palettes are illustrated on the following pages.

Buildings throughout the CBD should anticipate mixed-use development with pedestrian-oriented commercial, retail, and office uses on the ground floor and residential uses on the upper floors. Wide sidewalks and ample pedestrian amenities are encouraged in the CBD to enhance walkability and encourage alternative modes of transportation. Buildings should be constructed of natural materials and colors, with metal and white being used to accentuate other materials.

Imagery Palette

Through the public open houses in April, attendees were asked to select the most appropriate imagery for four categories:

- » Riverfront Center
- » Housing and Neighborhoods
- » Community Recreation and Pathway Amenities
- » Character Features
- » Building Materials

The most selected imagery is included on the following pages and gives an idea of the overall character, and intent behind the South of the River Subarea Plan. Generally, the larger the image, the more often it was selected by respondents. Those images not selected by a majority of attendees have not been included in the associated imagery.

Riverfront Center Palette



Mixed-use buildings overlooking the river, floodplains, and natural areas



Housing overlooking River, floodplains, natural areas, and floodplain mitigation areas



Greenbelt extension, integrated into commercial in the Riverfront Center



Amphitheater, gathering space and pedestrian bridge north to Riverhouse



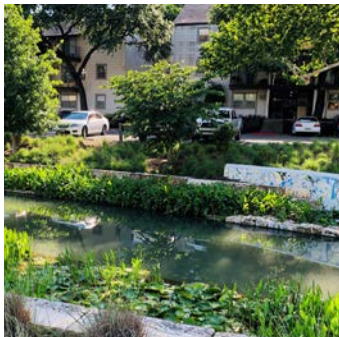
Recreational water activities within the River and associated ponds



Walkways and wayfinding



Pedestrian gathering spaces, wayfinding and public art



Housing and pathways along irrigation canals and waterways

Housing and Neighborhoods Palette



Large-lot, detached, single-family



Waterfront single-family



Clustered-density single-family



Detached, single-family, cottage courts



Thematic sitting areas
blended with landscape



1-story, attached, single-family 4 to 8 units

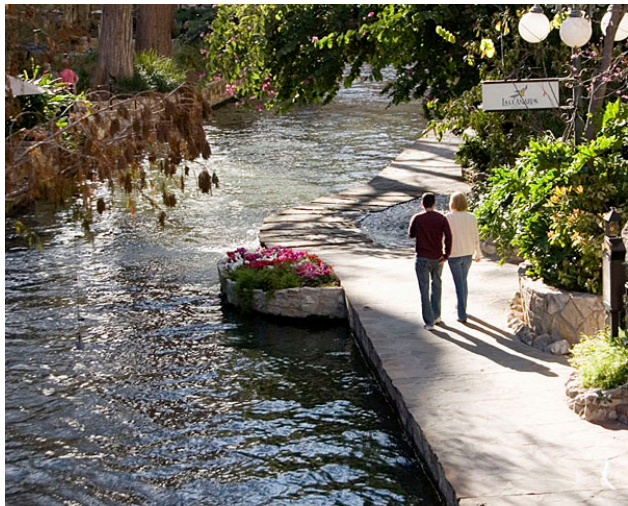


2-story, attached, single-family townhomes



2-story live/work industrial residential

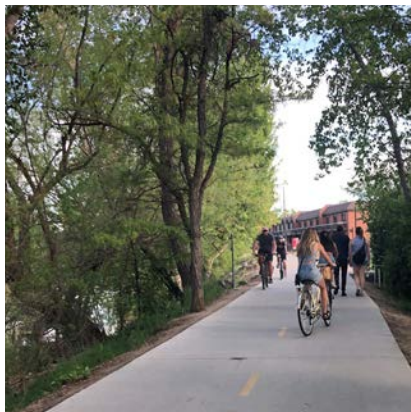
Community Recreation and Pathway Amenities Palette



Walks along irrigation laterals and ditches and secondary Riverways



Naturalized areas and boardwalks



Greenbelt extension and bridge connection to Riverhouse



Fishing access and fly-casting courses



Amenitized trailheads



Internal pathway system connecting to regional network



Equestrian trails



Interactive water features and splash pads



Festival and market areas



Amphitheater



Community gardens



Water recreation



Wildlife viewing



Recreation fields and courts



Recreation center



Public art and music

Character Features Palette



Outdoor dining



Planters and landscaping



Integrated xeriscape and native landscaping



Integrated seat walls in the public realm



Banner signage and wayfinding



Protective canopies



Recreation space integrated in commercial center



Streetscape pavers and planting

Building Materials Palette



Stone and timber



Mixed stone, metal, and wood



Modern rustic



Standard siding on themed building



Weathered wood



Weathered wood and stone



Stone siding with metal roof



Stucco mix with pitched roofs





Chapter 4 | Implementation Plan

PURPOSE OF AN IMPLEMENTATION STRATEGY

Realizing the Plan

How can the staff and leadership of Star best work to breathe life into the shared vision and stated community goals laid out for its South of the River Subarea? How to implement the Plan? The future land use map and illustrative vision plan in this document represent the first major step in that direction. Once adopted, these maps (or refined versions) will serve as the central guiding force in translating that vision into reality. All other implementation strategies and recommendations should, ideally, all be focused on helping to shape future development towards desired build-out.

Steady but Flexible

The future land use designations, illustrative plan, and frameworks are not set in stone. The future is full of uncertainty, with chances for unanticipated hurdles and opportunities at every turn. A plan with a multi-decade development horizon such as this must be flexible enough to react to those surprises, but compelling enough to serve as a steady guide and reminder of the key vision elements worked on and agreed to by the community's leaders and stakeholders at the outset.

KEY CHALLENGES

To lay out a workable approach for plan implementation, the City of Star must grapple with a few significant conflicts and issues inherent to its community history, makeup, and values. The challenges shown here may look like unresolvable conflicts between competing priorities, but for each one there is room for creativity and compromise to help move past it.

- » Needs of Existing Residents/Businesses vs. Major Blank-Slate Opportunity
- » Semi-Rural History vs. Urban Edge Location
- » Intense Growth Pressure vs. Need for Careful Planning
- » Shared Vision vs. Diverse Private Sector Owners/Developers
- » Desire for a Downtown vs. Aversion to Density

IMPLEMENTATION RECOMMENDATIONS

This Subarea Plan centers around the illustrative vision plan informed by input from a wide variety of disciplines, all designed to proactively guide development of Star’s southern growth area. Realizing that vision will take the community, the City, and its partners many purposeful and focused steps over the course of many years, the steps also are grouped by broad recommended phases:

- » Immediate, within 6 months
- » Short-term, 0 to 2 years
- » Medium-term, 3 to 7 years
- » Long-term, 8+ years

Implementation recommendations are organized across ten topic areas generally corresponding to the frameworks described in Chapter 3, plus an overarching General/ Administrative category. Because the topic areas are interrelated, some recommendations may apply to multiple sections.

Implementation Item	Responsibility	Time Frame
General Administration		
Formally adopt the SotR Subarea Plan, including its updates to the future land use map.	City Council	Immediate
Schedule periodic reviews of the Subarea Plan to assess implementation progress—annually or every two years—could be accomplished as part of some other staff/Council workshops. <ul style="list-style-type: none"> » Reviews should evaluate and troubleshoot progress being made towards the Plan vision. » As needed and appropriate, these reviews may result in recommended changes, potentially including Subarea Plan updates, amendments to governing regulations, or consideration of new or modified financing strategies. 	City Council, Planning	Short-term
Establish process to evaluate compliance of future Subarea development proposals across Plan topic categories – including recommended actions for non-compliance.	City Council, Planning	Short-term
Land Use		
Update the official Future Land Use map in the Comprehensive Plan per adopted SotR Plan.	City Council	Immediate
As annexation occurs, rezone parcels to align with the SotR Plan’s future land use and illustrative vision plan recommendations.	City Council	Short-term
Consider adding criteria for land use diversity . <ul style="list-style-type: none"> » Initial development activity is likely to naturally favor residential, but as the area enters the mid-term the City may want to prioritize projects that include commercial or mixed-use so those key Plan elements are not overlooked. 	City Council	Medium-term

Implementation Item	Responsibility	Time Frame
Transportation		
Coordinate with ACHD to add the planned collectors to the Master Street Map with the desired typologies.	Planning, City Engineer (partnering with ACHD, ITD as appropriate)	Immediate
Require future development in the Subarea to plan for the proposed transportation network .	Planning, City Engineer	Short- to Medium-term
Utilize alleys for development that fronts any of the proposed collector-level roadways to minimize the number of driveways onto these roadways.	Planning, City Engineer	Short- to Medium-term
Restrict cul-de-sac street design to only areas where it is impractical for a through street.	Planning, City Engineer	Short- to Medium-term
Consider electric vehicle charging stations for public parking areas or as a commercial development requirement.	Planning, City Engineer	Short- to Medium-term
Construct a bicycle/pedestrian bridge over the Boise River at the proposed Riverfront Park site.	Planning, City Engineer, Parks and Recreation	Short- to Medium-term
Plan for enhanced crossings of all collector roadways where path users must cross them.	Planning, City Engineer (partnering with ACHD, ITD as appropriate)	Short- to Medium-term
Cooperate with neighboring municipalities (especially Boise, Eagle and Meridian) to explore and encourage transit options serving the Plan area. » BRT/enhanced bus (or future driver-less-based technology) with service on Chinden and terminus park and ride facilities near Star Road could add convenience, reduce congestion, and bring Canyon County commuters regularly into Star.	Planning, City Engineer, with potential support from other departments	Short-, Medium- to Long-term

Implementation Item	Responsibility	Time Frame
Consider one or more small off-street surface parking lots in the Riverfront Center portion of the Plan to be shared across potential public and private destinations.	Planning, City Engineer	Short-, Medium- to Long-term

Economic Development

Explore the creation of a Community Improvement District (CID) as a mechanism for funding infrastructure elements. » A CID could help to incentivize developers by providing tax benefits and preferable home pricing structure relative to development impact fees.	City Council, City Engineer, outside consultants	Short- to Medium-term
Consider city-funded civic elements as potential catalysts to desirable private-sector development in the Riverfront Center area. » Could include City Hall relocation to amphitheater, fountain(s), splash park, public art, etc.	City Council	Short- to Medium-term
As Riverfront Center private sector gains critical mass, consider creation of a Business Improvement District (BID) to coordinate and allocate payment for district upkeep and promotional events.	City Council, business owners	Long-Term

Housing

Consider possible density bonuses or other incentives for residential or mixed-use proposals that meet certain design/aesthetic standards.	City Council, Planning	Medium-term
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Parks and Recreation

As a top plan area priority, plan for public facilities that enhance the ability of Star residents and visitors to interact with and appreciate the Boise River. » Study capital and maintenance costs associated with major riverfront Plan elements . » Consider phasing of riverfront public facilities to keep pace with surrounding development but strive for initial investments that help to strongly associate Star with the River.	Parks and Recreation	Short-, Medium- to Long-term
Develop options, including cost and design considerations, for bike/pedestrian trail systems improvements and extensions, especially for those that complement Riverfront Center elements discussed above.	Parks and Recreation	Short-, Medium- to Long-term
Explore options and costs for extending bike/pedestrian trail facilities that connect the SotR Plan area with the Boise Greenway.	Parks and Recreation	Short-, Medium- to Long-term
Coordinate expansion of the Subarea's internal parks, open/greenway areas and connecting trails to be consistent with surrounding development.	Parks and Recreation	Short-, Medium- to Long-term
In approximately 3 to 5 years, study usage patterns of Star's parks and trail facilities (including those at the riverfront). » In Star, developers pay per-unit development impact fees (DIFs) to fund parks and recreation expansion, allocated in proportion to the increase in system demand those units generate—so this study will help ensure equitable cost sharing via development impact fees.	Parks and Recreation	Medium- to Long-term

Implementation Item	Responsibility	Time Frame
Natural Resources		
Study hydrology, irrigation systems and elevation data to establish or revise floodplain designations and inform land use code elements addressing potential hazard	City Engineer, Developers (at development submittals)	Short-Medium-term
Review studies on the Boise River ecological system , supplementing as needed, to ensure that changes to the built environment—especially at the riverfront—work in harmony with those systems.	City Engineer	Short-Medium-term
Coordinate with the Treasure Valley Land Trust on preserved areas for conservation, floodplain mitigation, etc. along the Boise River.	City Engineer	Short-Medium-term
Public Services, Facilities, and Utilities		
Model future water, sewer, electrical power, and communications capacity and identify needed improvements for future development in the Area <ul style="list-style-type: none"> » Ensure that anticipated water and sewer facility needs are reflected in Star's Capital Improvement Plan. 	City of Star Water and Sewer, City Engineer	Short-Medium-term
Review ability of existing funding mechanisms to equitably meet anticipated capital improvements needs based on above findings. <ul style="list-style-type: none"> » Consider alternate or complementary funding mechanisms such as a Community Infrastructure District (CID) that may be more attractive to developers. 	City Council, Planning, City of Star Water and Sewer, City Engineer	Short-Medium-term
Study feasibility of moving City Hall facilities to the proposed Riverfront Center area of the Plan. <ul style="list-style-type: none"> » Study should include project costs, traffic impacts, and potential funding sources, including possible sale of existing City Hall facility. » Relocation of those facilities would help to establish that area as a civic focal point, and association with Riverfront would contribute to positive branding of Star. 	City Council, Planning, City Engineer	Short-Medium-term
In conjunction with City Hall relocation or as stand-alone, consider construction of a public gathering space to anchor the Riverfront Center area. <ul style="list-style-type: none"> » Project should include lawn/plaza space for events such as periodic farmer's markets and could feature outdoor amphitheater/band shell, fountain, splash park, etc. » Such projects are good candidates for partial charitable funding but could also consider developer contribution if project is likely to disproportionately benefit nearby private parcels. 	City Council, Planning, Parks and Recreation	Medium-term

POTENTIAL FUNDING MECHANISMS

Community Infrastructure District (CID)

CIDs allow property owners in Idaho to form a district boundary in which owners share costs for major district-wide infrastructure projects. A district can float bonds (not City-backed) which are repaid via tax-exempt assessments of members. It is important to set initial boundaries carefully so that cost-sharing is equitably tied to infrastructure benefits. CIDs can even be used to cover developer impact fee payments.

Development Impact Fee (DIF)

Idaho allows cities and counties to charge one-time DIFs on new construction, usually on a per-unit or per-square-foot basis, calculated to fairly distribute the costs of infrastructure. Jurisdictions can set their own rules for what costs are covered. Currently, Star collects DIFs to pay for infrastructure related to parks and recreation (while ACHD and ITD collect their own to cover major road costs).

Local Improvement District (LID)

An alternative to CIDs, LIDs also help owners share costs for mutually beneficial infrastructure. LIDs tend to be more project-specific, rather than covering a variety of costs within a large district. LIDs also allow for bonding, but lack the tax-exemption advantage of a CID.

Urban Renewal Authority(URA)/Tax Increment Financing (TIF)

URAs are popular in Idaho and elsewhere for addressing costs for certain public infrastructure and even some land assembly within a set district. Funding is via TIF, where the district is allowed to retain the increase (increment) in property taxes that occur within it. The URA / TIF arrangement can be more complex and politically challenging, in part because it requires an initial finding of blight within a district (more difficult on rural/agricultural land).

Business Improvement District (BID)

A BID can be formed in downtowns or similar areas where owners agree to pool funds, via annual assessment, for mutually beneficially maintenance and promotional costs. Such a structure is not appropriate yet in the Plan Area, but could be worth considering in the Riverfront Center area once development has gained sufficient momentum.

Proportionate Share

Proportionate Share is not technically a DIF, but with each new development submittal, ITD determines the effect and level of impact of that development. The developer then pays the City of Star directly at rates determined by ITD, and the City of Star holds these funds to pay for improvements, or to partner with ITD on combined and larger-scale facility improvements. A recent example of this cost-share option has been used on the State Street Widening Project.



AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW
LANGTREE BUNGALOWS SUBDIVISION
FILE NO. AZ-21-11/DA-21-16/PP-21-15/PR-21-08

The above-entitled Annexation, Development Agreement, Preliminary Plat and Private Street land use application came before the Star City Council for their action on January 18, 2022, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

Procedural History:

A. Project Summary:

The Applicant is seeking approval of an Annexation and Zoning (R-4), a Development Agreement, a Preliminary Plat and a Private Street for a proposed residential subdivision consisting of 103 residential lots and 21 common lots/common drive lots. The property is located at 9670 and 10090 W. Floating Feather Road in Star, Idaho, and consists of 27.09 acres with a proposed density of 3.8 dwelling units per acre. This application was originally heard by Council on October 5, 2021 and tabled to November 16, 2021. The applicant then requested the application to be tabled to January 18, 2022.

Original Findings of Fact and Request for Reconsideration:

On February 15, 2022, the Original Findings of Fact were approved by City Council. On March 1, 2022, Staff received a letter from "Residents of the Special Transition Overlay Area, north of the Proposed Langtree Bungalows Subdivision" requesting Reconsideration of the Council's decision to approve the subdivision. On March 28, 2022, both the Applicant and the group requesting the reconsideration came to an agreement on the issues and concerns brought up as part of the Reconsideration request. Staff has reviewed the proposed changes and has confirmed that the items being agreed upon were all issues discussed as part of the January 18, 2022 Public Hearing. Staff revised the original Findings of Fact and has incorporated the additional conditions (highlighted in red) within these Findings of Fact, to be reapproved by Council on April 5, 2022.

B. Application Submittal:

A neighborhood meeting was held on April 19, 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 June 17, 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 September 16, 2021. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on September 14, 2021. Notice was sent to agencies having jurisdiction in the City of Star on June 17, 2021. The property was posted in accordance with the Star Unified Development Code on September 17, 2021.

D. History of Previous Actions:

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

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	Rural Urban Transition (RUT)	Neighborhood Residential	Single Family Residential/Agricultural
Proposed	R-4-DA	Neighborhood Residential	Single Family Residential
North of site	Rural Urban Transition (RUT) County Residential (R-3)	Neighborhood Residential	Single Family Residential/Agricultural/Star Middle School
South of site	Residential (R-2) Rural Urban Transition (RUT) County	Neighborhood Residential	Single Family Residential/Agricultural
East of site	Residential (R-3)	Neighborhood Residential	Single Family Residential/Agricultural/Approved Welton Estates
West of site	Residential (R-3-DA) Rural Urban Transition (RUT)	Neighborhood Residential	Single Family Residential/Agricultural Colt Place Subdivision

F. Development Features.

ANNEXATION & REZONE:

The annexation and zoning request of Residential (R-4) on the applicant's property will allow for the subdivision of the property to develop with urban densities that will be consistent with the current Comprehensive Plan Map. The overall gross density of the proposed development is 3.80 dwelling units per acre. The current Comprehensive Plan Land Use Map designates this

property as Neighborhood Residential, with an anticipated density of 3 to 5 dwelling units per acre. The requested density is within this designation. The requested zoning designation and density meets the intent of the Comprehensive Plan.

PRELIMINARY PLAT & PRIVATE STREET:

The application submitted is for an age restricted, private, gated community, regulated by restrictive CC&R's. The Preliminary Plat submitted contains 103 residential lots, 17 common lots, 4 common drive lots and 1 private road lot for a total of 125 lots with a density of 3.80 dwelling units per acre. The buildable, residential lots range in size from 5,202 square feet to 15,625 square feet with an average buildable lot of 6,841 square feet. The applicant has indicated that the development will contain a total of 4.43 acres (15.4%) of open space. The applicant states that useable open space, not including street buffers and endcaps equal 3.67 acres (13.55%) exceeding the requirement for usable open space in the current Unified Development Code, Section 8-4E-2. The development will be accessed from a single ingress/egress off W. Floating Feather Road. An emergency access is proposed at the far north end of the development that will connect through the Star Acres Subdivision lot owned by the applicant. This access shall have appropriate traffic control devices as approved by the Star Fire District to prevent full time access to the north. The applicant states they have worked out an emergency access agreement with the property owner to the east to allow a secondary access through a common driveway.

Internal streets are proposed to be private and proposed to measure 33 feet from back of curb to back of curb with a right of way of 47 feet. This does not satisfy Section 8-4D-34B (4) of the UDC which calls for roads to be 36 feet from back of curb to back of curb in a 50 foot right of way. The applicant is requesting a reduction in the width of the roadway.

The development will have a thirty (30) foot buffer along Floating Feather Road with a minimum of five (5) feet high berm/fence satisfying the Unified Development Code section 8-8C-2, J4b. There will also be a five (5) foot detached sidewalk along Floating Feather which will satisfy section 8-4A-17 of the UDC.

The current Unified Development Code, Section 8-4E-2 requires a development of this size to have a minimum of 3 site amenities. The applicant is proposing a central park with a clubhouse, pickleball court, connected pathways throughout the development and if approved by the irrigation district, a pathway along the canal that bisects the property. There is also a 2.7-acre park in the northwest corner of the property.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Applicant is proposing five (5) foot wide attached sidewalks throughout the development.
- Lighting

Streetlights shall reflect the “Dark Sky” criteria with all lighting. The same streetlight design shall continue throughout the entire development. **The applicant has not submitted a streetlight plan. The applicant has not provided a streetlight design/cut sheet with the application, this will be required and must be approved by Staff before final plat approval.**

- Street Names
Applicant has provided verification from Ada County that the proposed street names have been approved. There were changes required of the applicant and all changes are reflected on the submitted preliminary plat.
- Subdivision Name
Applicant has provided a letter from Ada County that the subdivision name has been approved and reserved for this development.
- Landscaping
As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use “Treasure Valley Tree Selection Guide”, as adopted by the Unified Development Code. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. The landscape plan as submitted appears to meet the requirements for trees in the street buffer along W. Floating Feather Road and the common open area.
- School Pathway Lot– The City had requested that the Applicant provide a 6-foot common lot along the eastern boundary of the subdivision to allow for the future school pathway from W. Floating Feather Road to the Star Middle School. The Welton Estates Subdivision to the east has also provided a 6-foot lot for the other half of the future pathway. The submitted preliminary plat indicates Lot 42 as that common lot. Staff is requiring that the lot be dedicated to the City of Star at final plat and that the lot be extended through Lot 68 and to the southeast corner of the development. Staff is also recommending that rear lot fencing along the future pathway common lot be open style fencing to enhance student safety on the pathway.
- Setbacks – Applicant is requesting a front set back of ten (10) feet to living area, as opposed to the fifteen (15) feet in the R-4 code. All other setbacks in the R-4 zoning district shall be met.
- Mailbox Cluster – Star Postmaster, Mel Norton, has authorized the mailbox cluster to be placed on the east side of the main entry in front of the gate and facing N. Langtree Lane. This letter is part of the applicant packet.

DEVELOPMENT AGREEMENT

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

- Density;
- ITD Proportionate Share Fees;
- Private Road Maintenance;
- Private Road Study Every Three (3) Years;
- Fencing and Berming Adjacent to Existing Neighborhoods
- Fencing along School Pathway
- Dedication of Pathway Lot to the City
- Emergency Access/Easements
- Future Development

G. Existing Site Characteristics:

Existing Site Characteristics: The property is currently in agricultural use with a single-family home and outbuildings.

Irrigation/Drainage District(s): - Middleton Irrigation Association, Inc.
Middleton Mill Ditch Company
PO Box 848
Middleton, ID 83644

Flood Zone: A small portion of the eastern edge of the property is in a Special Flood Hazard Area. The rest of the parcel is NOT located in a Special Flood Hazard Area.

FEMA FIRM Panel: 16001C0130J

FIRM Effective Date: 06/19/2020

Flood Zone: Zone A

LOMR 20-10-1292P has been filed with FEMA and becomes effective on October 14, 2021 that will remove this portion of the development from the Special Flood Hazard Area.

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 – Yes, Mitigation is TBD.
- ✧ Riparian Vegetation – No known areas.
- ✧ Steep Slopes – No.

- ✧ 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.

Keller and Associates	July 13, 2021; Follow up Letter Pending
ITD	October 1, 2021
ACHD	August 11, 2021
DEQ	June 25, 2021
Star Fire District	September 23, 2021
Ada County Dev. Services	June 18, 2021
Central Dist. Health	June 25, 2021
ID Dept. Water Resources	June 21, 2021

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

Mo Haws
 John Ford
 Ann Kuck
 John Northrup
 Robert Fehlau
 Petition from Neighbors

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

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Neighborhood Residential:

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

8.3 Goal:

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

8.4 Objectives:

- 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.

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

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

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front(1)	Rear	Interior Side	Street Side

R-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'

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.

8-4D-3: STANDARDS (PRIVATE STREETS):

All private streets shall be designed and constructed to the following standards:

A. Design Standards:

1. Easement: The private street shall be constructed on a perpetual ingress/egress easement or a single platted lot (with access easement) that provides access to all applicable properties.
2. Connection Point: Where the point of connection of the private street is to a public street, the private street shall be approved by the transportation authority.
3. Emergency Vehicle: The private street shall provide sufficient maneuvering area for emergency vehicles as determined and approved by the Star Fire District.
4. Gates: Gates or other obstacles shall not be allowed, unless approved by Council through a Planned Unit Development or Development Agreement.

B. Construction Standards:

1. Obtain approval from the county street naming committee for a private street name(s);
2. Contact the transportation authority to install an approved street name sign that complies with the regulations of the county street naming ordinance;
3. Roadway and Storm Drainage: The private street shall be constructed in accord with the roadway and storm drainage standards of the transportation authority or as approved by the city of Star based on plans submitted by a certified engineer.
4. Street Width: The private street shall be constructed within the easement and shall have a

travel lane that meets ACHD width standards for the City of Star, or as determined by the Council and Star Fire District.

5. Sidewalks: A five foot (5') attached or detached sidewalk shall be provided on one side of the street in commercial districts. This requirement may be waived if the applicant can demonstrate that an alternative pedestrian path exists.

6. Fire Lanes: All drive aisles as determined by the Star Fire District to be fire lanes, shall be posted as fire lanes with no parking allowed. In addition, if a curb exists next to the drive aisle, it shall be painted red.

7. No building permit shall be issued for any structure using a private street for access to a public street until the private street has been approved.

C. The applicant or owner shall establish an on-going maintenance fund through the Owner's association with annual maintenance dues to ensure that funds are available for future repair and maintenance of all private streets. This shall be a requirement in a development agreement and/or as part of a planned unit development. A reserve account condition shall be included in the recorded CC&R's and shall be provided to the City for review. The condition of approval shall include the following:

1. Private Road Reserve Study Requirements.

- a. At least once every three years, the board shall cause to be conducted a reasonably competent and diligent visual inspection of the private road components that the association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the association, excluding the association's reserve account for that period. The board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the board's analysis of the reserve account requirements as a result of that review.
- b. The study required by this section shall at a minimum include:
 - i. Identification of the private road components that the association is obligated to repair, replace, restore, or maintain.
 - ii. Identification of the probable remaining useful life of the components identified in paragraph (1) as of the date of the study.
 - iii. An estimate of the cost of repair, replacement, restoration, or maintenance of the components identified in paragraph (1).
 - iv. An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the components identified in paragraph (1) during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

- v. A reserve funding plan that indicates how the association plans to fund the contribution identified in paragraph (4) to meet the association's obligation for the repair and replacement of all private road components.
- c. A copy of all studies and updates shall be provided to the City, to be included in the development application record.

8-4D-4: REQUIRED FINDINGS (PRIVATE STREETS):

In order to approve the application, the administrator and/or Council shall find the following:

- A. The design of the private street meets the requirements of this article;
- B. Granting approval of the private street would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity; and
- C. The use and location of the private street shall not conflict with the comprehensive plan and/or the regional transportation plan.

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

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.

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.
- E. Maintenance:
 - 1. All common open space and site amenities shall be the responsibility of an owners' association for the purpose of maintaining the common area and improvements thereon.

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:

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

8-6A-7: PRELIMINARY PLAT FINDINGS:

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

8-4D-4: PRIVATE STREET FINDINGS:

- A. The design of the private street meets the requirements of this article;
Council finds that the proposed private street meets the design standards in the Code.
- B. Granting approval of the private street would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity:

Council finds that it has not been presented with any facts stating this private road will cause damage, hazard or nuisance, or other detriment to persons, property or uses in the

vicinity.

C. The use and location of the private street shall not conflict with the comprehensive plan and/or the regional transportation plan.

Council finds that the use is not in conflict with the comprehensive plan and/or regional transportation plan.

Public Hearing of the Council:

a. A public hearing on the application was heard by the City Council on January 11, 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:

- Debra Nelson
- Josh Jantz
- Ron Walsh
- Patrick Drake
- Maryanne Saunders
- Russell Jensen
- Mo Haws
- Bob Fehlau
- Kurt Krause
- Carol Ward
- John Northrop
- Maxine McCombs
- Geoff Bauchman
- Katy Slater
- Michael Keyes
- Joe Pachner

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, preliminary plat application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the annexation and zoning and platting of the development.

Review and discussion included development layout, access and street configuration, setbacks, open space, pathways, landscaping, and transitional lots. The Council concluded that the Applicant's request meets the requirements for annexation and preliminary plat. Council hereby incorporates the staff report dated October 5, 2021, together with the hearing minutes into the official decision as part of these Findings of Fact, Conclusions of Law.

Statement of Compliance:

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

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

- Provide emergency access to the east to connect to Welton Estates Subdivision
- All streets shall be a minimum 36' in width. Council approved Private Streets within the subdivision.
- Relocate the pickleball court from the natural area common lot to the central open space common lot south of the Foothill Ditch
- Provide a loop trail in the natural ~~park~~ area common lot and provide with a natural pathway surface. The loop trail will be located within 50' of the boundaries of the three lots adjacent to the natural area common lot. Except for the loop trail and any vegetation planted within the 50' ara, the remainder of the natural area common lot shall not be disturbed except for the removal of dead vegetation.
- Provide minimum ½ acre lots or open space along the northern boundary of the subdivision immediately adjacent to the transition zone
- Development is limited to a maximum density of 3.4 dwelling units per acre
- Lots along the western boundary shall match lot lines with the existing Colt Place Subdivision
- Provide concrete pathway to the school along the entire eastern boundary of the northern portion of the development
- Provide 7' sidewalk on Floating Feather Road, subject to ACHD approval
- ~~Council approves the requested front yard setback reduction of 10' for living area.~~ All ~~remaining~~ setbacks shall conform to the R-4 standards in place at the time of approval of the preliminary plat.
- The natural area common lot shall extend east to include a minimum area of 105' wide along the north property boundary only adjacent to the transition zone. This common lot shall be landscaped between White Willow Lane and the north property boundary including a berm with a mix of evergreen and deciduous trees planted along the top and plantings on both sides. The berm shall start at the northeast corner of this common lot and run approximately 540' along the northern boundary and then curve southwest and shall terminate approximately 50' north of the northern-most lot on the west side of Black Elm Lane. The berm shall be 6' in height

- on the eastern half and 8' in height on the western half. This common lot shall be fenced with a 3-rail vinyl open fence 4' in height along the northern boundary and the western boundary terminating at the northern boundary of the Foothill Ditch irrigation easement.
- The one, northernmost lot on the west side of Black Elm Lane is limited to a single-story home.
 - The Applicant shall submit a revised Preliminary Plat and Landscape Plan, with all conditioned changes, to Staff, prior to approval of the Development Agreement.

Conditions of Approval:

1. The approved revised Preliminary Plat for the Langtree Bungalows Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **All private streets shall have a minimum street width of 36' and shall be constructed to ACHD standards unless a reduced width is approved by Council.**
3. 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. 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.
4. **Applicant shall satisfy all ACHD requirements prior to issuing building permits.**
5. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision. Streetlights shall be continuous throughout the subdivision and shall be maintained by the Homeowners Association. **Streetlights shall be installed and energized prior to any building permits being issued.** Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall submit a streetlight design/cut sheet for approval by city staff prior to Final Plat approval.**
6. Street trees shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees including one (1) tree per thirty-five (35) linear feet.
7. **A revised landscape plan shall be submitted to the City showing open style fencing along the eastern back yards of all lots adjacent to school pathway lot prior to approval of the Final Plat.**
8. Common area trees shall be provided as stated in Section 8-8C-2, J5, including one (1) tree per four thousand (4,000) square feet.
9. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
10. The entrance to W. Floating Feather Road shall be cleaned nightly to include dirt, dust, rocks, mud, and other debris. All trash shall be secured on site and trash receptacles emptied on a regular basis to avoid blowing debris.
11. During the entire construction process, dust from the site must be minimized as much as possible. Water trucks should be used as appropriate. Excess dust could result in fines and or work stoppage.

12. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
13. 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.
14. **The Applicant/Owner shall submit a private street maintenance plan, including future funding, in compliance with Section 8-4D-3C of the UDC, with the submittal of the final plat application.**
15. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
16. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
17. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met, including annexation into the District.
18. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at the time of preliminary plat approval, and/or as amended in the Development Agreement.
19. Development standards for single family residential units shall comply with effective building and zoning requirements at the time of preliminary plat approval, and/or as amended in the Development Agreement.
20. All common areas shall be owned and maintained by the Homeowners Association.
21. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
22. A sign application is required for any subdivision signs.
23. **Owner/Developer will agree to install at least one, 2" maximum (High Density Polyethylene) HDPE SDR-11 roll pipe/conduit in the joint utility trench to be used for future fiber optic and/or copper telecommunication cables.**

Council Decision:

The Council voted 3-1 to approve the Annexation, Development Agreement, Preliminary Plat and Private Streets for Langtree Bungalows Subdivision on January 18, 2022.

Dated this 5th day of April 2022.

Star, Idaho

By: _____

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk



March 28, 2022

To: City of Star, Idaho

From: Walsh Group LLC as applicant for Langtree Bungalows, regarding the Request For Reconsideration for Langtree Bungalows, submitted March 1st, 2022. Star File No. AZ-21-11/DA-21-16;PP-21-15/PR-21-08.

Mayor, Council and Staff,

On March 16th we met with Robert Fehlau and the adjacent homeowners John Northrup, Maxine McCombs, Lee Swanson and Mathew Knott, the new owner of the two lots previously owned by Walsh Group, to address some of the concerns listed in the Request for Reconsideration for the Langtree Bungalows Subdivision dated 3/1/22. File No. AZ-21-11/DA-21-16;PP-21-15/PR-21-08.

Walsh Group presented them with the attached letter dated March 22, 2022. That letter states five points in which *"The Walsh Group will request that the City incorporate certain terms into Amended Findings of Fact or the Development Agreement for the Langtree Bungalows."*

The terms include:

(1) The natural area common lot shall extend east to include a minimum area of 105' wide along the north property boundary only adjacent to the transition zone. This common lot shall be landscaped between White Willow Lane and the north property boundary including a berm with a mix of evergreen and deciduous trees planted along the top and plantings on both sides. The berm shall start at the northeast corner of this common lot and run approximately 540' along the northern boundary and then curve southwest and shall terminate approximately 50' north of the northern-most lot on the West side of Black Elm. The berm shall be 6' in height on the eastern half and 8' in height on the western half. This common lot shall be fenced with a 3-rail vinyl open fence 4' in height along the northern boundary and the western boundary terminating at the northern boundary of the Foothill Ditch irrigation easement.

(2) The one northern-most lot on the West side of Black Elm Lane is limited to a single-story home.

(3) Remove the front yard setback reduction of 10' for living area.

(4) Relocate the pickleball court from the natural area common lot to the central open space common lot South of the Foothill Ditch.

(5) The loop trail in the natural area common lot will be located within 50' of the boundaries of the three lots adjacent to the natural area common lot. Except for the loop trail and any

vegetation planted within the 50' area, the remainder of the natural area common lot shall not be disturbed except for the removal of dead vegetation."

We would request that these terms be added to an Amended Findings of Fact so that these changes are binding upon the Langtree Bungalows development. We have been assured by Staff that we will be able to review the amended text previous to review by Council.

Concurrent with Council's acceptance of these new conditions, Robert Fehlau and all signers on the Request for Reconsideration will withdraw the pending Request For Reconsideration, and agree to not file any additional Requests for Reconsideration or seek judicial review.

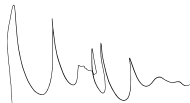
We would like to thank Robert Fehlau and the Residents of the Special Transition Overlay Area for working with us in good faith to create what we feel is a good solution to their concerns. We believe that this process has been successful in creating a solution that is beneficial to the future of the City of Star.

Mayor, Council and Staff, thank you for your time and consideration.

Regards,



Ron Walsh
Manager, Walsh Group LLC
PO Box 1297 Eagle, ID 83616
(208) 867-8682
ron@walshgrp.com



Nick Walsh
Manager, Walsh Group LLC
PO Box 1297 Eagle, ID 83616
(805) 801-7974
nick@walshgrp.com

To: City of Star, Idaho

March 23, 2022

BY: BN

From: Residents which submitted and signed the Request For Reconsideration for Langtree Bungalows, submitted March 1st, 2022. Star File No. AZ-21-11/DA-21-16;PP-21-15/PR-21-08.

Representative: Bob Fehlau, 2203 N. Sunny Ln., Star Id. 208-695-9187

Mayor, Council and Staff,

We were contacted on March 14th, 2022 by Nick Walsh of the Walsh Group requesting a meeting to address some of the concerns listed in our Request for Reconsideration for the Langtree Bungalows Subdivision dated 3/1/22. File No. AZ-21-11/DA-21-16;PP-21-15/PR-21-08.

The adjacent home owners John Northrup, Maxine McCombs, Lee Swanson, Mathew Knott, the new owner of the two lots previously owned by the Walsh Group and myself, Bob Fehlau, met with Nick and Ron Walsh two days later on March 16th.

With that meeting, discussions with other homeowners and several productive revisions, the Walsh group presented us with the attached letter dated March 22, 2022. That letter states five points in which *"The Walsh Group will request that the City incorporate certain terms into Amended Findings of Fact or the Development Agreement for the Langtree Bungalows."*

The terms include:

(1) The natural area common lot shall extend east to include a minimum area of 105' wide along the north property boundary only adjacent to the transition zone. This common lot shall be landscaped between White Willow Lane and the north property boundary including a berm with a mix of evergreen and deciduous trees planted along the top and plantings on both sides. The berm shall start at the northeast corner of this common lot and run approximately 540' along the northern boundary and then curve southwest and shall terminate approximately 50' north of the northern-most lot on the West side of Black Elm. The berm shall be 6' in height on the eastern half and 8' in height on the western half. This common lot shall be fenced with a 3-rail vinyl open fence 4' in height along the northern boundary and the western boundary terminating at the northern boundary of the Foothill Ditch irrigation easement.

(2) The one northern-most lot on the West side of Black Elm Lane is limited to a single-story home.

(3) Remove the front yard setback reduction of 10' for living area.

(4) Relocate the pickleball court from the natural area common lot to the central open space common lot South of the Foothill Ditch.

(5) The loop trail in the natural area common lot will be located within 50' of the boundaries of the three lots adjacent to the natural area common lot. Except for the loop trail and any vegetation planted within the 50' area, the remainder of the natural area common lot shall not be disturbed except for the removal of dead vegetation."

We would request that these terms be added to an Amended Findings of Fact so that we are assured that these changes are binding for any developer working within the Langtree Bungalows Subdivision Development Agreement with the City of Star.

We have been assured by Staff that we will be able to review the Amended Text previous to review by Council.

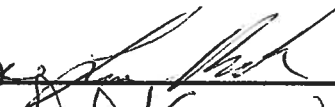
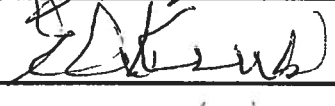

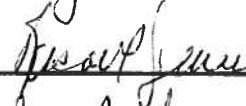
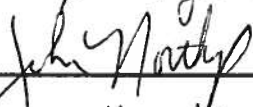
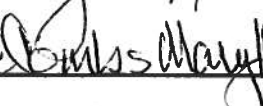
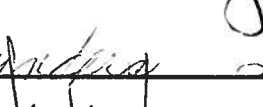
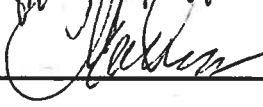
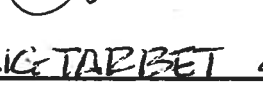
Upon acceptance and adoption by Council of the Amended Findings of Fact and Conclusions of Law, we agree to withdraw our pending Request For Reconsideration, not file any additional Requests for Reconsideration or seek judicial review.


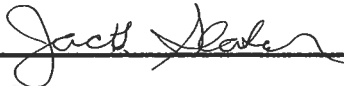

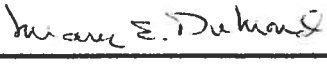


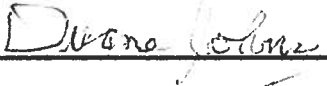

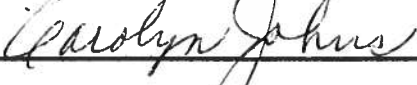
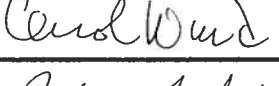
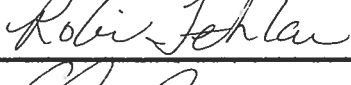
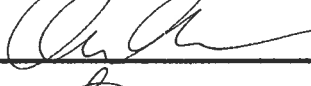
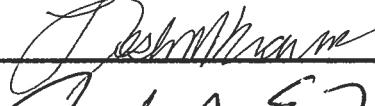

We would like to thank Nick and Ron Walsh for working with us in good faith to create what we feel is a good solution to our concerns. We believe that this process has been successful in creating a solution that is beneficial to the future of the City of Star.

Mayor, Council and Staff, thank you for the opportunity to participate in this process.

Thank you for your time and consideration,

Concerned Residents of the Special Transition Overlay Area,

Written Name	Signature	Address
LEON KUCK		10377 W Rolling Hills Dr
ANN KUCK		10377 W Rolling Hills Dr
LISA JENKIN		2373 N. Sunny Ln
RUSSELL JENKIN		2373 N Sunny Ln
John Northrup		2333 N Stardust Farm Ln, Star, ID
Mary Maxine McBride		2211 N Schreiner Ln, Star, ID
Ann Lucas		2707 Rolling Hills Dr
Albert Ackers		2707 Rolling Hills Dr
CRAIG TARBET		2275 N. Sunny Lane

Written Name	Signature	Address
Katy Slater		2091 N. Sunny Lane STAR, ID
Jack Slater		2091 N. Sunny Ln Star, ID
Wally Jarbalt SALLY TARBET		2275 N. SUNNY LN. STAR, ID
Philip E. Dumas		10060 W. Rolling Hills Dr. STAR, ID
Mary E. DUMOND		10060 W. Rolling Hills Dr., STAR, ID
Brian Twilegar		2025 N. Rolling Hills Dr Star, ID
LEROY SEVANSOON		9925 W. ROLLING HILLS DR STAR, ID
DUANE JOHNS		10300 ROLLING HILLS DR STAR
Matthew Knott		TBD N Schreiner Ln. Star, ID
Carolyn Johns		CAROLYN JOHNS 10300 W Rolling Hills Star 8366
Carol Ward		2690 Sunny Ln Star 83669
Robin Fehlau		2203 Sunny Ln Star 8366
Kurt Krause		9951 W. Rolling Hills Dr 8366
Leslie Krause		9951 W. Rolling Hills Dr. 8366
ROBERT FEHLAU		2203 N. SUNNY LN. STAR



March 22, 2022

Bob Fehlau
2203 N. Sunny Lane
Star, Idaho 83669
rfehlau@hotmail.com

Dear Mr. Fehlau,

We are making a good faith attempt to resolve the issues raised in your Request for Reconsideration for Langtree Bungalows dated February 26, 2022 in City of Star File No. AZ-21-11/DA-21-16;PP-21-15/PR-21-08. The Walsh Group will request that the City incorporate certain terms into Amended Findings of Fact or the Development Agreement for the Langtree Bungalows. In exchange, you and all residents of the special transition overlay area who signed the Request for Reconsideration agree to not further request reconsideration or seek judicial review in this matter.

The terms include:

- (1) The natural area common lot shall extend east to include a minimum area of 105' wide along the north property boundary only adjacent to the transition zone. This common lot shall be landscaped between White Willow Lane and the north property boundary including a berm with a mix of evergreen and deciduous trees planted along the top and plantings on both sides. The berm shall start at the northeast corner of this common lot and run approximately 540' along the northern boundary and then curve southwest and shall terminate approximately 50' north of the northern-most lot on the West side of Black Elm. The berm shall be 6' in height on the eastern half and 8' in height on the western half. This common lot shall be fenced with a 3-rail vinyl open fence 4' in height along the northern boundary and the western boundary terminating at the northern boundary of the Foothill Ditch irrigation easement.
- (2) The one northern-most lot on the West side of Black Elm Lane is limited to a single-story home.
- (3) Remove the front yard setback reduction of 10' for living area.
- (4) Relocate the pickleball court from the natural area common lot to the central open space common lot South of the Foothill Ditch.
- (5) The loop trail in the natural area common lot will be located within 50' of the boundaries of the three lots adjacent to the natural area common lot. Except for the loop trail and any

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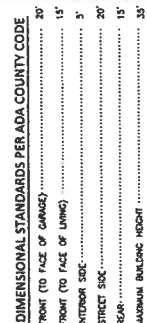
The Walsh Group is confident that it could prevail in a judicial review of this matter but recognizes that monetary and other costs of litigation justify a good faith effort to settle this dispute in a timely matter.

This letter is without prejudice to, nor does it raise an estoppel against, nor result in a waiver or election of, any and all rights of the Walsh Group at law or in equity or under any agreement of the parties. I am happy to discuss this offer with you further if you would like.

If you agree to this offer, please provide such a statement agreeing to these terms that is signed by you and all of the residents of the special transition overlay area who signed your original Request for Reconsideration. Shawn at the city has requested your letter by Monday March 28th to get this on the Council agenda for approval at the April 5th hearing.

Sincerely,

John "Nick" Walsh
Walsh Group
(805) 801-7974
nick@walshgrp.com



LOT DIMENSIONS - PHASE 2 - NORTH



CITY OF STAR

LAND USE STAFF MEMO

TO: Mayor & Council

FROM: City of Star Planning Department *Shawn T. Walsh*

MEETING DATE: **April 5, 2022 COUNCIL AGENDA – REQUEST FOR RECONSIDERATION**

FILE(S) #: AZ-21-11 Annexation & Zoning
DA-21-16 Development Agreement
PP-21-15 Preliminary Plat for **Langtree Bungalows Subdivision**
PR-21-08 Private Street

OWNER/APPLICANT/REPRESENTATIVE

Property Owner: Brian & Marie Pecht 10090 W. Floating Feather Road Star, Idaho 83669	Applicant: Walsh Group P.O. Box 1297 Eagle, Idaho 83616	Representative: Stephanie Hopkins KM Engineering, LLP Boise, Idaho 83713
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REQUESTED RECONSIDERATION

Staff has received a request for Reconsideration of the Council decision on January 18, 2022 approving the applications for Langtree Bungalows Subdivision. Since receiving this request, the two parties (the applicant and the neighbors) have reached an agreement on additional conditions of approval and Staff is recommending that Council amend the original Findings of Fact to reflect these agreed upon terms. If Council approves the amended Findings (see Amended Findings inside Council Packet) at the beginning of the April 5th meeting, the neighbors will withdraw their request for Reconsideration and this item will be removed from the agenda.

To: City of Star, Mayor, Council and Staff

2/26/22

From: Residents of the Special Transition Overlay Area, north of the proposed Langtree Bungalows Subdivision.

Representative: Bob Fehlau 2203 N. Sunny Ln., Star, Id. 83669, 208-695-9187, rfehlau@hotmail.com

Re: Request for Reconsideration for Langtree Bungalows, Star Id.

Mayor, Council and Staff,

We believe that allowing half acre lots directly abutting the Special Transition Overlay Area is not in compliance with Comp Plan Amendments adopted previous to this application and that the best actionable solution would be the designated open space the developer already proposed. There was crucial information not disclosed and items not addressed which affected the decision. Important issues with fencing, landscaping, two-story homes and setbacks were not addressed which need attention before final acceptance. We respectfully request that you reconsider the following points and address those issues which were not disclosed or included in the Findings of Fact of 2/15/22.

1. We request that the northern lots of Langtree Bungalows, directly abutting the Special Transition Area comply with Transition Standards of one-acre minimum lot size voted for and unanimously accepted at both the 12/8/20, 1/5/21 Comp plan amendment meetings and documented in Resolution 21-01 Comp Plan & Map Amendment. The Density Table accepted 12/8/21 Shows one acre lot requirement for this condition. The red lined verbiage of the 1/5/21 Comp Plan Amendment in 8.5.2 D. *removed the half-acre lot option.* Both of these actions were taken before the 6/17/21-Langtree Land Use application was deemed complete. The UDC 8-1B-1 states that *"the property is required to develop under the guidelines of the Comprehensive Plan and requirements of the Unified Development Code."* Therefore, the one-acre requirement is not just the "intent of Council", it is the right and responsibility of the Council to uphold and use the results of all your hard work in planning.

2. It was not disclosed that the developer was made aware of the previously approved one-acre requirement at both of the neighborhood Meetings and by Staff's advice to them to "look at the videos of past applications including Canvasback, Selwood, Greendale and Sunfield" surrounding subdivisions. With previously noted developments, half acre lots were allowed only across an existing street, as the "Transition Table" clarified, or appropriate open space was required. It seems clear that the applicant was, at best, ignoring these requirements. The developer failed to comply with "8-6A-3: Preliminary Plat Process: provide a summary of the meeting, including questions and concerns of the neighbors and how the submitted application addresses those issues." If this requirement was met, it would have been disclosed that the one-acre requirement was understood by the developer.

3. We request the actionable solution of requiring lots 23-31 to be the open space option because the applicant stated that they would prefer to create open space directly adjacent to the "northern boundary", rather than one-acre lots. We are aware that applications are reviewed on a case-by-case basis. We are also aware it is Council's discretion to require certain options. Not making this requirement will continue to wall off communities and wildlife from each other and the rural surroundings that the Comp Plan has been trying so hard to protect. Those special places still remaining in Star will vanish from here and around future developments that will come before The Council.

4. Full disclosure or appreciation for the need of a greater transition was not addressed for the Transition Area lots within the Schreiner Subdivision to the north, regardless of who owns them. As Councilman Wheelock stated at the 1/18 meeting *"Just because he (the developer) owns those lots, it does not mean there does not need to be a transition"*. The fact that the developer owns them is at best a Conflict of Interest and care should be taken not to appear that has an influence on this outcome. It was not disclosed that the developer has already moved an existing single-story home from the proposed development land onto one of those lots and has placed it only 100 feet from the south property line. Furthermore, inquiries with the County Zoning Department, have shown that the proper permits were not attained to place the structures on that lot.

The Comp Plan states in 8-5-4 that E. *Larger setbacks should be required for new lots planned to abut existing Special Transition Overlay Area lots.*" p.262 2021.01.05-entirepacket The transition is important to anyone who lives there, now, or in the future because these requirements are for the future "proactive" development of Star.

5. The change, mid-meeting, from a proposed 55+ community with only single-story homes did not address the impact of two-story structures near the transition border. We request that any homes on lots directly adjacent to the Transition Area or If lots 23-31 are open space, those houses nearest the Special Transition border (lots 22, 64, 62, 107-111 Block 1) be limited to single story structures to create a better visual transition, as has been required with other surrounding developments and is so important to not tower over existing developments and block views.

6. The Development Agreement states that Council and Applicant need to consider *"Fencing and Berming Adjacent to Existing Neighborhoods"* (p.4FoF). This was not addressed in this area. We request that an open style fence, such as a four foot, 3 rail or smooth wire, be placed along the entire Transition border of the open space to allow for better visual transition and wildlife movement through this corridor to get to the water source of the canal, yet still protect livestock in our area. All of the fences in our neighborhood are of this type for this reason. 9.5 Comp Plan states: *"E. Provide wildlife habitats and corridors where evidence indicates they are justified"*. An open fence would also be required on the subdivision side of open spaces in the UDC. *"8-4E-2: for this area to "qualify for up to 20% of the required open space total."* The six foot, solid vinyl fence right on the property line, as currently platted is the worst option for a visual and wildlife transition. We request that the landscape plan be updated to show any berming and landscaping that would need to be included to create a visual transition at this border.

7. We request that the revised Landscape plan required in the Conditions of Approval (7., p.19 FoF) addressing the move of the pickleball court and loop trail ensure the changes for council's request that this area be *"kept as natural as possible"* and to protect mature trees and existing natural vegetation. There are steep banks and areas of erosion in this area which have not been addressed. The developer stated that they would move the pickleball court to a "more central location", not "to the eastern side of the common space" (p.19, FoF) We request that Lot 67 Block 1 would be a more suitable location to "G. Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses." (Comp Plan 8.4 objectives. P.) 9.5 Implementation Policies states how to obtain these objectives: *"Locate development away from sensitive wildlife habitat areas .J. Adopt ordinances, site plan reviews, subdivision regulations, and/or overlays to address land issues in or near wildlife, water resources, scenic views, steep slopes, and unique habitats."*

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MAR 01 2022 2 | Page
BY: BN

8. Councilman Wheelock requested the additional condition to the motion during Final Council deliberations that there be "no waiver on setbacks". This should be added to the Statements of Compliance or Conditions of Approval in the Findings of Fact.

Thank you for your time and consideration,

Residents of the Special Transition Overlay Area.

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BY: BN

Written Name

Signature

Address

Lisa Jensen	Lisa Jensen	2393 N Sunny Ln, STAR 83669
Russell Jensen	Russell Jensen	2393 N Sunny Ln 83668
Mary Maxine McBair	Mary Maxine McBair	2711 N Schreiner Ln Sta 83668
Leah Swann	Leah Swann	9925 Rolling Hills Dr
Jessie Krause	Jessie Krause	9951 W. Rolling Hills Dr.
Anita P. Lucas	Anita P. Lucas	2707 Rolling Hills Dr
Albert B. Ackers	Albert B. Ackers	2707 Rolling Hills Dr.
Leslie Krause	Leslie Krause	9951 W. Rolling Hills Dr
Brian Twilegar	Brian Twilegar	2625 N Rolling Hills Dr STAR 83669
Mary Anne Saunders	Mary Anne Saunders	2230 Schreiner Lane Star, IL 83668
CAROLYN Johns	CAROLYN Johns	10300 W. Rolling Hills Dr. STA. 83669
Dwaine Johns	Dwaine Johns	10300 W. Rolling Hills Dr. Sta
MARY DUMOND	MARY DUMOND	10060 W. ROLLING HILLS DR
Philip G. DuMond	Philip G. DuMond	10060 W. Rolling Hills STAR 83669
SALLY TARBET	SALLY TARBET	2275 N. SUNNY, STAR. 83669
ROBERT C. TARBET	ROBERT C. TARBET	2275 N. SUNNY LN. STAR IL 83669

MAR 01 2022

Written Name

Signature

Address

BY: BN

Carol Ward Carol Ward 2090 Sunny Ln Star

John Northrup John Northrup 2333 Stardot Farm Ln Sta

Katy Slater Katy Slater 2091 N. Sunny Ln. Star

Jack Slater Jack Slater 2091 N. Sunny Ln. Star

Robin Fehlau Robin Fehlau 2203 N Sunny Ln. Star

Lonnie Kuck Lonnie Kuck 10399 W Rolling Hills Dr. Star

Ann Kuck Ann Kuck 10399 W Rolling Hills Dr. Star

ROBERT FEHLAU Robert E. Fehlau 2203 N. SUNNY LN., STAR

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BY: BN

Supporting documentation:

Portion of Density Tables which relates, accepted by Council 12/8/20

Allowed Transition Density Near Special Transition Areas		
Existing Lot Zoning	Allowed Adjacent Transition	Allowed Across Road Transition
RR(RT) or RUT with 1 acre or larger lots	1 acre lots	1/2 acre lots
R-1, RR(RT), or RUT with smaller than 1 acre lots	1/3rd acre lots	R-3

From 10/12/21 Council Meeting Comp Plan Amendment

RESOLUTION NO. 2021-

(City Initiated Comprehensive Plan Map Amendment)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAR, IDAHO, APPROVING AND ADOPTING, PURSUANT TO SECTION 67- 6509, IDAHO CODE, COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF STAR.

WHEREAS, Idaho Code Section 67-6509, provides that the City Council may adopt, amend, or repeal a comprehensive plan;

WHEREAS, the City Council hereby finds that the proposed Comprehensive Plan Transition Table

amendment to the 2019 Comprehensive Plan complies with the provisions of Idaho Code Section 67-6508;

WHEREAS, the City Council discussed and approved the language and matrix during a public hearing on December 8, 2020;

WHEREAS, the City Council now desires to adopt this Resolution for a Transition Table amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAR,

IDAHO, as follows:

Section 1. The City of Star hereby inserts the following text and table to Section 8.2.3 Land Use Map Designations, Special Transition Overlay Area.

For property in the Special Transition Areas with reasonable evidence that they will not be further subdivided in the future, the following table shall be used to guide development plans.

Not likely to be subdivided in the future shall be mean: A legal encumbrance that prevents land from being further subdivided. This could include subdivision CC&Rs, easements granted to municipal or other political entities, voluntary development easements granted to

conservation land trusts, or other legal encumbrances. This specifically excludes statements from landowners regarding future intent without some other legal encumbrance.

Allowed Transition Density Near Special Transition Areas		
Existing Lot Zoning	Allowed Adjacent Transition	Allowed Across Road Transition
RR(RT) or RUT with 1 acre or larger lots	1 acre lots	1/2 acre lots
R-1, RR(RT), or RUT with smaller than 1 acre lots	1/3rd acre lots	R-3

Section 2. This resolution shall be effective immediately as of the date of its adoption.

Star City Council Comprehensive Plan Transition Table Amendment Page 2 of 2

DATED this 12th day of October 2021.

CITY OF STAR, IDAHO

Ada & Canyon Counties

By:

Trevor Chadwick, Mayor

ATTEST:

By: _____

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1/5/21 Comp Plan Amendment Council meeting

Red lined areas voted to be removed.

"8.5.2 Policies Related Mostly to the Rural and Agricultural Planning Areas

D. When an urban density residential development is planned with lots that directly abut lots within a Rural Residential area an appropriate transition is to be provided for the two abutting residential lot types. A transition must take into consideration site constraints that provide transitional lots and/or 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 smaller 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.

E. Larger setbacks should be required for new lots planned to abut existing

REC

MAR 01 2022

BY: BN

Rural Residential lots." p.258 2021.01.05-entirepacket 2pdf**"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 **provide transitional lots and/or 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." p.262 2021.01.05-entirepacket 2pdf

8.4 Objectives

A. Preserve the family friendly feel of Star.

B. Implement the Land Use Map and associated policies as the official guide for development.

C. Manage urban sprawl in order to minimize costs of urban services and to **protect rural areas.**

D. Retain and encourage rural areas where it will not result in increased costs for urban services.

E. Work to create a vibrant Central Business District.

F. Encourage public participation in the land use planning process.

G. Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses.

BY: BN

H. Require the conservation and preservation of open spaces and public access to the Boise River and BLM lands and interconnected pathways to be open to the public in new developments.

I. Discourage development within the floodplain

J. Encourage commercial development that is consistent with a family friendly feel, not overburdening the community with big box and

Shining Bright into the Future - 2040 and Beyond | 43

franchise uses and discourage the development of strip commercial areas.

"9.5 Implementation Policies

A. Implement appropriate goals and development requirements, including setbacks, densities, development standards, and open space requirements to minimize impact on natural resources.

B. Provide buffers to natural resources with transitional land uses.

C. Protect and preserve the natural beauty and habitat of the Boise River and land adjoining the river.

D. Prohibit new development in floodway areas and limit development in the flood fringe of the flood plain.

Shining Bright into the Future - 2040 and Beyond | 60

E. Provide wildlife habitats and corridors where evidence indicates they are justified.

F. All developments should comply with all applicable water quality, air quality, species protection, and land use regulations and requirements.

G. Conduct a natural resource audit.

H. Encourage the preservation of open space, wildlife habitats, and fish habitats.

I. Locate development away from sensitive wildlife habitat areas.

J. Adopt ordinances, site plan reviews, subdivision regulations, and/or overlays to address land issues in or near wildlife, water resources, scenic views, steep slopes, and unique habitats.

K. Develop mitigating measures to offset or minimize the impact of development.

L. Encourage the development of a buffer which ensures the unique habitat, existing wildlife, and scenic value of the Boise River ecosystem is preserved.

M. Critical and sensitive areas regarding natural resources in the City of Star should be identified. Currently, there is not any documentation regarding the types and locations of critical and sensitive areas. In order to acquire this information, the city may choose to have those in the development community provide this information as part of their land use applications or the city may choose to fund these requests from the general fund" p.275,276 2021.01.05 entire-packet

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BY: BW

Unified Development Code references:

UDC "8-6A-3: Preliminary Plat Process

Neighborhood Meeting: Applicants are required to hold a neighborhood meeting, in conformance with Section 8-1A-6C to provide an opportunity for public review of the proposed project prior to the submittal of an application. The applicant shall provide a summary of the meeting, including questions and concerns of the neighbors and how the submitted application addresses those issues."

Email from Ada County Development Services.

From: Brent Danielson <bdanielson@adacounty.id.gov>

Date: February 23, 2022 at 2:48:38 PM MST

To: John Northrup <john1northrup@gmail.com>

Subject: RE: [EXTERNAL] Build permits Schreiner Sub

Hi John,

For Lot 3 I just see a grading permit. I don't see a building permit for the house or the shop. I will have our Code Enforcement Officer go out to the property and take a look.

Thank you for letting me know.

Brent Danielson, AICP
Senior Planner

Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7913 office
(208) 287-7909 fax

8-1D-8: VIOLATIONS:

A. It is a violation of this unified development code for any person to initiate or maintain or cause to be initiated or maintained the use of any structure, land or real property within the city of Star without first obtaining proper permits or authorizations required for the use by this title. 24

B. It is a violation of this unified development code for any person to use, construct, locate, demolish or cause to be used, constructed, located, or demolished any structure, land or property within the city of Star in any manner that is not permitted by the terms of any permit or authorization issued pursuant to this title or previous codes.

F. It shall be unlawful and a violation of this unified development code for any person to use, construct, locate, initiate, alter or maintain any structure, land or real property, or cause any structure, land or real property to be used, constructed, located, initiated, altered or maintained in any manner which violates, omits, or fails to conform to any applicable procedure, standard, or requirement established by this title for the zoning district in which such structure, land, or real property is located.

Email exchanges between John Northrup and Staff 3/23-25/21:

From: Shawn Nickel <Snickel@staridaho.org>

Date: March 25, 2021 at 12:30:27 PM MDT

To: John Northrup <john1northrup@gmail.com>

Cc: Ryan Field <rfield@staridaho.org>

Subject: RE: Star Bungalows Sub

John. Maybe it is best that you call me sometime and we can discuss the details.

Thanks. Shawn

Shawn L. Nickel Planning Director and Zoning Administrator City of Star snickel@staridaho.org
208-908-5455



From: John Northrup <john1northrup@gmail.com>

Sent: Tuesday, March 23, 2021 1:14 PM

To: Shawn Nickel <Snickel@staridaho.org>

Cc: Ryan Field <rfield@staridaho.org>

Subject: Re: Star Bungalows Sub

Shawn, Is it my understanding then that one could by a lot in a platted subdivision with CCR's adjacent to a parcel they wish to develop as a "buffer". Then build something that wouldn't ordinarily be allowed and then later sell off the lot?

John

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BY: BN

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MAR 01 2022
BY: *BN*

On Mar 23, 2021, at 11:53 AM, Shawn Nickel <Snickel@staridaho.org> wrote:

Understood. However, without it being Code, the best we can do when we first meet with a developer is to let them know that the discussions on transition has taken place and guide them based on past applications and how Council has viewed other developments adjacent to these Transitional Overlay areas such as Star Acres. We also advise them to look at the videos of past applications including Canvasback, Selwood, Greendale and Sunfield. We have done all of this with Mr. Walshes Team when we met. Regarding the 2 large lots that are north of the project and owned by Precht in Schreiners Sub, we would consider them as Transitional lots to the Bungalows because of the ownership and the fact that they provide a natural transition since they are owned by the applicant or by Precht and can only have 1 building permit each.

Thanks. Shawn

From: John Northrup <john1northrup@gmail.com> Date: 3/23/21 10:27 AM (GMT-08:00) To: Shawn Nickel <Snickel@staridaho.org> Cc: Ryan Field <rfield@staridaho.org> Subject: Re: Star Bungalows Sub

Shawn,

Thank you for your reply. I virtually attended the meeting on 12-8-20 because of COVID and as I recall one of my neighbors asked how they would view the new specifics on transitioning. It was agreed upon at that meeting that it would not be used for any existing submissions, but it would be used for any future ones. I am trying to make sure that any developer goes it with expectations based on these facts so as they go through their due diligence period they don't spend time and money with unrealistic expectations of possible profit. It makes it far more difficult to have them make changes or back out of a deal that they have that much time and money invested. I have seen Walsh's product, but don't believe it is appropriate or even close to appropriate along the Special Transition Overlay Area even before the new transition guidelines that now specifically address the issue.

Sincerely, John

On Mar 23, 2021, at 10:51 AM, Shawn Nickel <Snickel@staridaho.org> wrote:

Good morning Mr. Northrup. Thanks for reaching out to us to discuss the proposed Bungalows development. Understanding that we do not have a formal application to review and have only met once with the applicant and have only seen a concept plan, here is my reply to your question regarding the picture you provided. The chart you mention was part of our Comprehensive Plan Amendment process that we completed in December of 2020. During that process, Councilman Keyes brought up a proposed Transitional Lot Chart and the Council discussed whether or not to include something similar to it in the Comp Plan. It was decided by Council not to include it in the Plan, as the Plan is just a guide, but rather include it in a future Zoning Ordinance Amendment. We are getting ready to start that process and hope to have something back to Council for review in 6 months. In the meantime, Council will review applications before them as they have done in the past, on a case by case basis. They will take into consideration the configuration and layout of the subject property, neighboring properties, input from the neighbors, as well as the current Codes and Plans, when deliberating on the application. Once we have the application submitted and accepted, I would be more than happy to sit down with you and discuss the project in more detail. Thanks and let me know if you have any further questions.

Shawn

From: John Northrup <john1northrup@gmail.com> Date: 3/22/21 3:25 PM (GMT-08:00) To: Ryan Field
<rfield@staridaho.org> Cc: Shawn Nickel <Snickel@staridaho.org>

Subject: Re: Star Bungalows Sub

Hi Ryan,

Thank you for taking the time to discuss your initial view on the property adjacent to mine that you are in discussions with Walsh's folks on during their due diligence period prior to purchase. As I mentioned, there are many factors that will be of issue on what Walsh presented in the neighborhood meeting (scheduled same night as another council meeting) and I shared the questions of concerns with you that I had shared with him at that meeting. As I promised, here is the copy of the chart from Councilman Keyes that was accepted in the 12-8-20 council meeting that you mentioned you were not aware of.

<image0.jpeg> In that meeting we asked and were told that this wouldn't apply to any project that had already submitted to your department as of the 12-8-20 date but would be used for any project moving forward. You can listen to the meeting online if you need.

I will also send the letter from the attorney representing the other lot owners of Schreiner Subdivision that they are going to share with me sent to the current lot owner (Petch) that any sale will be subject to the CCR's which allows only a single residence to be built on the lot and must be disclosed in the contract along with their CCR's.

I am sharing the information widely so no one can claim they didn't know. That is why I made sure to keep record of the questions that I asked Walsh's group the night of the neighborhood meeting:

1) are you aware of the current lot transition requirements adjacent to the Special Transition Overlay Area? Yes

2)are you aware of the riparian/wetland area that was litigated on the adjacent property that continues into the subject property? No

3)are you aware of the CCR's on the lot in Schreiner Subdivision allowing only a single residence on the lot? Yes

4)have you filed an application with the City of Star? No

And why I shared the same questions with you. Thank you again, John Northrup

8-1A-9: Request For Reconsideration

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

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

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

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

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

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

E. Public Hearing: The administrator will schedule a new public hearing for the application as allowed by this code and all noticing requirements shall be mandatory. The public hearing shall be limited to a discussion of the new information and the ultimate decision shall be a final action of the city council. No request for reconsideration may be accepted by the administrator on the decision of the city council from this hearing.

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

(Ord. 303, 2-11-2020; amd. Ord. 310, 7-21-2020)

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
LANGTREE BUNGALOWS SUBDIVISION
FILE NO. AZ-21-11/DA-21-16/PP-21-15/PR-21-08**

The above-entitled Annexation, Development Agreement, Preliminary Plat and Private Street land use application came before the Star City Council for their action on January 18, 2022, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

Procedural History:

A. Project Summary:

The Applicant is seeking approval of an Annexation and Zoning (R-4), a Development Agreement, a Preliminary Plat and a Private Street for a proposed residential subdivision consisting of 103 residential lots and 21 common lots/common drive lots. The property is located at 9670 and 10090 W. Floating Feather Road in Star, Idaho, and consists of 27.09 acres with a proposed density of 3.8 dwelling units per acre. This application was originally heard by Council on October 5, 2021 and tabled to November 16, 2021. The applicant then requested the application to be tabled to January 18, 2022.

B. Application Submittal:

A neighborhood meeting was held on April 19, 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 June 17, 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 September 16, 2021. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on September 14, 2021. Notice was sent to agencies having jurisdiction in the City of Star on June 17, 2021. The property was posted in accordance with the Star Unified Development Code on September 17, 2021.

D. History of Previous Actions:

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

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	Rural Urban Transition (RUT)	Neighborhood Residential	Single Family Residential/Agricultural
Proposed	R-4-DA	Neighborhood Residential	Single Family Residential
North of site	Rural Urban Transition (RUT) County Residential (R-3)	Neighborhood Residential	Single Family Residential/Agricultural/Star Middle School
South of site	Residential (R-2) Rural Urban Transition (RUT) County	Neighborhood Residential	Single Family Residential/Agricultural
East of site	Residential (R-3)	Neighborhood Residential	Single Family Residential/Agricultural/Approved Welton Estates
West of site	Residential (R-3-DA) Rural Urban Transition (RUT)	Neighborhood Residential	Single Family Residential/Agricultural Colt Place Subdivision

F. Development Features.

ANNEXATION & REZONE:

The annexation and zoning request of Residential (R-4) on the applicant's property will allow for the subdivision of the property to develop with urban densities that will be consistent with the current Comprehensive Plan Map. The overall gross density of the proposed development is 3.80 dwelling units per acre. The current Comprehensive Plan Land Use Map designates this property as Neighborhood Residential, with an anticipated density of 3 to 5 dwelling units per acre. The requested density is within this designation. The requested zoning designation and density meets the intent of the Comprehensive Plan.

PRELIMINARY PLAT & PRIVATE STREET:

The application submitted is for an age restricted, private, gated community, regulated by restrictive CC&R's. The Preliminary Plat submitted contains 103 residential lots, 17 common lots, 4 common drive lots and 1 private road lot for a total of 125 lots with a density of 3.80 dwelling units per acre. The buildable, residential lots range in size from 5,202 square feet to 15,625 square feet with an average buildable lot of 6,841 square feet. The applicant has indicated that the development will contain a total of 4.43 acres (15.4%) of open space. The applicant states that useable open space, not including street buffers and endcaps equal 3.67 acres (13.55%)

exceeding the requirement for usable open space in the current Unified Development Code, Section 8-4E-2. The development will be accessed from a single ingress/egress off W. Floating Feather Road. An emergency access is proposed at the far north end of the development that will connect through the Star Acres Subdivision lot owned by the applicant. This access shall have appropriate traffic control devices as approved by the Star Fire District to prevent full time access to the north. The applicant states they have worked out an emergency access agreement with the property owner to the east to allow a secondary access through a common driveway. **Internal streets are proposed to be private and proposed to measure 33 feet from back of curb to back of curb with a right of way of 47 feet. This does not satisfy Section 8-4D-34B (4) of the UDC which calls for roads to be 36 feet from back of curb to back of curb in a 50 foot right of way. The applicant is requesting a reduction in the width of the roadway.**

The development will have a thirty (30) foot buffer along Floating Feather Road with a minimum of five (5) feet high berm/fence satisfying the Unified Development Code section 8-8C-2, J4b. There will also be a five (5) foot detached sidewalk along Floating Feather which will satisfy section 8-4A-17 of the UDC.

The current Unified Development Code, Section 8-4E-2 requires a development of this size to have a minimum of 3 site amenities. The applicant is proposing a central park with a clubhouse, pickleball court, connected pathways throughout the development and if approved by the irrigation district, a pathway along the canal that bisects the property. There is also a 2.7-acre park in the northwest corner of the property.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Applicant is proposing five (5) foot wide attached sidewalks throughout the development.
- Lighting
Streetlights shall reflect the "Dark Sky" criteria with all lighting. The same streetlight design shall continue throughout the entire development. **The applicant has not submitted a streetlight plan. The applicant has not provided a streetlight design/cut sheet with the application, this will be required and must be approved by Staff before final plat approval.**
- Street Names
Applicant has provided verification from Ada County that the proposed street names have been approved. There were changes required of the applicant and all changes are reflected on the submitted preliminary plat.
- Subdivision Name

Applicant has provided a letter from Ada County that the subdivision name has been approved and reserved for this development.

- **Landscaping**
As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use "Treasure Valley Tree Selection Guide", as adopted by the Unified Development Code. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. The landscape plan as submitted appears to meet the requirements for trees in the street buffer along W. Floating Feather Road and the common open area.
- **School Pathway Lot**– The City had requested that the Applicant provide a 6-foot common lot along the eastern boundary of the subdivision to allow for the future school pathway from W. Floating Feather Road to the Star Middle School. The Welton Estates Subdivision to the east has also provided a 6-foot lot for the other half of the future pathway. The submitted preliminary plat indicates Lot 42 as that common lot. Staff is requiring that the lot be dedicated to the City of Star at final plat and that the lot be extended through Lot 68 and to the southeast corner of the development. Staff is also recommending that rear lot fencing along the future pathway common lot be open style fencing to enhance student safety on the pathway.
- **Setbacks** – Applicant is requesting a front set back of ten (10) feet to living area, as opposed to the fifteen (15) feet in the R-4 code. All other setbacks in the R-4 zoning district shall be met.
- **Mailbox Cluster** – Star Postmaster, Mel Norton, has authorized the mailbox cluster to be placed on the east side of the main entry in front of the gate and facing N. Langtree Lane. This letter is part of the applicant packet.

DEVELOPMENT AGREEMENT

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

- Density;
- ITD Proportionate Share Fees;
- Private Road Maintenance;
- Private Road Study Every Three (3) Years;
- Fencing and Berming Adjacent to Existing Neighborhoods

- Fencing along School Pathway
- Dedication of Pathway Lot to the City
- Emergency Access/Easements
- Future Development

G. Existing Site Characteristics:

Existing Site Characteristics: The property is currently in agricultural use with a single-family home and outbuildings.

Irrigation/Drainage District(s): - Middleton Irrigation Association, Inc.
Middleton Mill Ditch Company
PO Box 848
Middleton, ID 83644

Flood Zone: A small portion of the eastern edge of the property is in a Special Flood Hazard Area. The rest of the parcel is NOT located in a Special Flood Hazard Area.

FEMA FIRM Panel: 16001C0130J

FIRM Effective Date: 06/19/2020

Flood Zone: Zone A

LOMR 20-10-1292P has been filed with FEMA and becomes effective on October 14, 2021 that will remove this portion of the development from the Special Flood Hazard Area.

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 – Yes, Mitigation is TBD.
- ★ Riparian Vegetation – No known areas.
- ★ Steep Slopes – No.
- ★ 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.

Keller and Associates

July 13, 2021; Follow up Letter Pending

ITD	October 1, 2021
ACHD	August 11, 2021
DEQ	June 25, 2021
Star Fire District	September 23, 2021
Ada County Dev. Services	June 18, 2021
Central Dist. Health	June 25, 2021
ID Dept. Water Resources	June 21, 2021

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

Mo Haws
 John Ford
 Ann Kuck
 John Northrup
 Robert Fehlau
 Petition from Neighbors

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

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Neighborhood Residential:

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

8.3 Goal:

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

8.4 Objectives:

- 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.

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

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

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front(1)	Rear	Interior Side	Street Side
R-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'

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.

8-4D-3: STANDARDS (PRIVATE STREETS):

All private streets shall be designed and constructed to the following standards:

A. Design Standards:

1. Easement: The private street shall be constructed on a perpetual ingress/egress easement or a single platted lot (with access easement) that provides access to all applicable properties.
2. Connection Point: Where the point of connection of the private street is to a public street, the private street shall be approved by the transportation authority.
3. Emergency Vehicle: The private street shall provide sufficient maneuvering area for emergency vehicles as determined and approved by the Star Fire District.
4. Gates: Gates or other obstacles shall not be allowed, unless approved by Council through a Planned Unit Development or Development Agreement.

B. Construction Standards:

1. Obtain approval from the county street naming committee for a private street name(s);
2. Contact the transportation authority to install an approved street name sign that complies with the regulations of the county street naming ordinance;
3. Roadway and Storm Drainage: The private street shall be constructed in accord with the roadway and storm drainage standards of the transportation authority or as approved by the city of Star based on plans submitted by a certified engineer.
4. Street Width: The private street shall be constructed within the easement and shall have a travel lane that meets ACHD width standards for the City of Star, or as determined by the Council and Star Fire District.
5. Sidewalks: A five foot (5') attached or detached sidewalk shall be provided on one side of the street in commercial districts. This requirement may be waived if the applicant can demonstrate that an alternative pedestrian path exists.
6. Fire Lanes: All drive aisles as determined by the Star Fire District to be fire lanes, shall be posted as fire lanes with no parking allowed. In addition, if a curb exists next to the drive aisle, it shall be painted red.
7. No building permit shall be issued for any structure using a private street for access to a public street until the private street has been approved.

C. The applicant or owner shall establish an on-going maintenance fund through the Owner's

association with annual maintenance dues to ensure that funds are available for future repair and maintenance of all private streets. This shall be a requirement in a development agreement and/or as part of a planned unit development. A reserve account condition shall be included in the recorded CC&R's and shall be provided to the City for review. The condition of approval shall include the following:

1. Private Road Reserve Study Requirements.

- a. At least once every three years, the board shall cause to be conducted a reasonably competent and diligent visual inspection of the private road components that the association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the association, excluding the association's reserve account for that period. The board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the board's analysis of the reserve account requirements as a result of that review.
- b. The study required by this section shall at a minimum include:
 - i. Identification of the private road components that the association is obligated to repair, replace, restore, or maintain.
 - ii. Identification of the probable remaining useful life of the components identified in paragraph (1) as of the date of the study.
 - iii. An estimate of the cost of repair, replacement, restoration, or maintenance of the components identified in paragraph (1).
 - iv. An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the components identified in paragraph (1) during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.
 - v. A reserve funding plan that indicates how the association plans to fund the contribution identified in paragraph (4) to meet the association's obligation for the repair and replacement of all private road components.
- c. A copy of all studies and updates shall be provided to the City, to be included in the development application record.

8-4D-4: REQUIRED FINDINGS (PRIVATE STREETS):

In order to approve the application, the administrator and/or Council shall find the following:

- A. The design of the private street meets the requirements of this article;
- B. Granting approval of the private street would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity; and

C. The use and location of the private street shall not conflict with the comprehensive plan and/or the regional transportation plan.

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

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.

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

1. Any open space that is active or passive in its intended use, and accessible or visible by all residents of the development, including, but not limited to:

a. Open grassy area of at least fifty feet by one hundred feet (50' x 100') in area;

b. Qualified natural areas;

c. Ponds or water features where active fishing, paddle boarding or other activities are provided (50% qualifies towards total required open space, must be accessible by all residents to qualify.) ponds must be aerated;

d. A plaza.

2. Additions to a public park or other public open space area.

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

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

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

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

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

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

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

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

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

E. Maintenance:

1. All common open space and site amenities shall be the responsibility of an owners' association for the purpose of maintaining the common area and improvements thereon.

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:

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.

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

1. The map amendment complies with the applicable provisions of the Comprehensive Plan.
The Council finds that the purpose of the Star Comprehensive Plan is to promote the health, safety, and general welfare of the people of the City of Star and its Impact Area. Some of the prime objectives of the Comprehensive Plan include:
 - ✓ *Protection of property rights.*
 - ✓ *Adequate public facilities and services are provided to the people at reasonable cost.*
 - ✓ *Ensure the local economy is protected.*
 - ✓ *Encourage urban and urban-type development and overcrowding of land.*
 - ✓ *Ensure development is commensurate with the physical characteristics of the land.**The goal of the Comprehensive Plan for Land Use is to encourage the development of a diverse community that provides a mixture of land uses, housing types, and a variety of employment options, social and recreational opportunities, and where possible provides an assortment of amenities within walking distance of a residential development. The Council finds that this annexation is in compliance with the Comprehensive Plan.*

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

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

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

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

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

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

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

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

8-6A-7: PRELIMINARY PLAT FINDINGS:

1. The plat is in conformance with the Comprehensive Plan;
The Council finds that the Preliminary Plat, as approved and conditioned meets all requirements associated with Section 8-6A-3 of the UDC and is consistent with the Comprehensive Plan and will meet the intent of the Land Use designation. Further, the property is required to develop under the guidelines of the Comprehensive Plan and requirements of the Unified Development Code.
2. Public Services are available or can be made available and are adequate to accommodate the proposed development;
The Council finds that Agencies having jurisdiction on this parcel were notified of this action. The City has not received notice that public services are not available or cannot be

made available for this development. Emergency services were reviewed and mitigation recommended by the Star Fire District.

3. There is public financial capability of supporting services for the proposed development;
The Council finds that the City has not received notice from any jurisdictional agency that there are any problems with public financial capability for this development.
4. The development will not be detrimental to the public health, safety or general welfare;
The Council finds that the City has not been made aware of any known detriment that will be caused by this development. Residential uses are a permitted use and are compatible with other residential uses in the immediate area.
5. The development preserves significant natural, scenic or historic features;
The Council finds that there are no known natural, scenic, or historic features that have been identified with this Preliminary Plat. The property has been in previous agricultural production.

8-4D-4: PRIVATE STREET FINDINGS:

- A. The design of the private street meets the requirements of this article;
Council finds that the proposed private street meets the design standards in the Code.
- B. Granting approval of the private street would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity:

Council finds that it has not been presented with any facts stating this private road will cause damage, hazard or nuisance, or other detriment to persons, property or uses in the vicinity.

- C. The use and location of the private street shall not conflict with the comprehensive plan and/or the regional transportation plan.

Council finds that the use is not in conflict with the comprehensive plan and/or regional transportation plan.

Public Hearing of the Council:

- a. A public hearing on the application was heard by the City Council on January 11, 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:
 - Debra Nelson

- Josh Jantz
- Ron Walsh
- Patrick Drake
- Maryanne Saunders
- Russell Jensen
- Mo Haws
- Bob Fehlau
- Kurt Krause
- Carol Ward
- John Northrop
- Maxine McCombs
- Geoff Bauchman
- Katy Slater
- Michael Keyes
- Joe Pachner

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, preliminary plat application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the annexation and zoning and platting of the development. Review and discussion included development layout, access and street configuration, setbacks, open space, pathways, landscaping, and transitional lots. The Council concluded that the Applicant's request meets the requirements for annexation and preliminary plat. Council hereby incorporates the staff report dated October 5, 2021, together with the hearing minutes into the official decision as part of these Findings of Fact, Conclusions of Law.

Statement of Compliance:

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

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

- Provide emergency access to the east to connect to Welton Estates Subdivision
- All streets shall be a minimum 36' in width

- Relocate the pickleball court from the natural area common lot to the central open space common lot
- Provide a loop trail in the natural park area and provide with a natural pathway surface
- Provide minimum ½ acre lots or open space along the northern boundary of the subdivision immediately adjacent to the transition zone
- Development is limited to a maximum density of 3.4 dwelling units per acre
- Lots along the western boundary shall match lot lines with the existing Colt Place Subdivision
- Provide concrete pathway to the school along the entire eastern boundary of the northern portion of the development
- Provide 7' sidewalk on Floating Feather Road, subject to ACHD approval
- Council approves the requested front yard setback reduction of 10' for living area. All remaining setbacks shall conform to the R-4 standards in place at the time of approval of the preliminary plat.

Conditions of Approval:

1. The approved Preliminary Plat for the Langtree Bungalows Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **All private streets shall have a minimum street width of 36' and shall be constructed to ACHD standards unless a reduced width is approved by Council.**
3. 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. 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.
4. **Applicant shall satisfy all ACHD requirements prior to issuing building permits.**
5. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision. Streetlights shall be continuous throughout the subdivision and shall be maintained by the Homeowners Association. **Streetlights shall be installed and energized prior to any building permits being issued.** Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall submit a streetlight design/cut sheet for approval by city staff prior to Final Plat approval.**
6. Street trees shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees including one (1) tree per thirty-five (35) linear feet.
7. **A revised landscape plan shall be submitted to the City showing open style fencing along the eastern back yards of all lots adjacent to school pathway lot prior to approval of the Final Plat.**
8. Common area trees shall be provided as stated in Section 8-8C-2, J5, including one (1) tree per four thousand (4,000) square feet.

9. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
10. The entrance to W. Floating Feather Road shall be cleaned nightly to include dirt, dust, rocks, mud, and other debris. All trash shall be secured on site and trash receptacles emptied on a regular basis to avoid blowing debris.
11. During the entire construction process, dust from the site must be minimized as much as possible. Water trucks should be used as appropriate. Excess dust could result in fines and or work stoppage.
12. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
13. 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.
14. **The Applicant/Owner shall submit a private street maintenance plan, including future funding, in compliance with Section 8-4D-3C of the UDC, with the submittal of the final plat application.**
15. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
16. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
17. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met, including annexation into the District.
18. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at the time of preliminary plat approval, and/or as amended in the Development Agreement.
19. Development standards for single family residential units shall comply with effective building and zoning requirements at the time of preliminary plat approval, and/or as amended in the Development Agreement.
20. All common areas shall be owned and maintained by the Homeowners Association.
21. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
22. A sign application is required for any subdivision signs.
23. **Owner/Developer will agree to install at least one, 2" maximum (High Density Polyethylene) HDPE SDR-11 roll pipe/conduit in the joint utility trench to be used for future fiber optic and/or copper telecommunication cables.**

Council Decision:

The Council voted 3-1 to approve the Annexation, Development Agreement, Preliminary Plat and Private Streets for Langtree Bungalows Subdivision on January 18, 2022.

Dated this 15th day of February 2022.

Star, Idaho

By: _____

Trevor A. Chadwick, Mayor

ATTEST: _____

Jacob M. Qualls, City Clerk



ORDINANCE NO. 358-2022
(INSPIRADO SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED ON THE NORTHEAST CORNER OF N. STAR ROAD AND W. CHINDEN BLVD, IN STAR, IDAHO (ADA COUNTY PARCELS S0420336300; S0420336500; S0420315200; S0420428200; S0420325800; S0420325855), AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY ANTONOV STAR HOLDING LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL-PLANNED UNIT DEVELOPMENT WITH A DEVELOPMENT AGREEMENT (R-3-PUD-DA) OF APPROXIMATELY 124 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 Ada 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 January 11, 2022 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential- Planned Unit Development with a Development Agreement (R-3-PUD-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”, including adjacent right of way, situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential-Planned Unit Development with a Development Agreement (R-3-PUD-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 Residential-Planned Unit Development with a Development Agreement (R-3-PUD-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

DEVELOPMENT AGREEMENT INSPIRADO SUBDIVISION

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 Antonov Star Holdings LLC, a limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 124 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 358, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City and be 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 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 and developed in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for the Property as provided in Exhibit A;

WHEREAS, a Request for Annexation and Zoning of the Property to R-3-PUD-DA, MU-PUD-DA & C-2-PUD-DA, and a preliminary plat was made as File No. AZ-21-09/DA-21-11/PUD-21-01/PP-21-12, 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, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner 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 Property described on **Exhibit A**, Owner is allowed to develop the 124 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be R-3-PUD-DA, MU-PUD-DA & C-2-PUD-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved preliminary plat, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for a maximum of 195 single-family residential lots, 2 high density/multi-family dwelling lots (subject to future review and approval), 1 commercial lot and 4 mixed-use lots. All future uses are subject to review requirements as stated within the Unified Development Code, unless specified within this Agreement. Housing styles shall be consistent with the submitted elevations detailed in **Exhibit C**.

2.4 Setbacks. The development shall comply with the standard setbacks for the R-3 zone, with the following exceptions as approved by Council.

5' one & two story side yard setbacks for all patio homes.

7' one & two story side yard setbacks for all single-family detached homes.

2.5 Additional Requirements:

- The 7' Sidewalks shall be constructed along Collector Roadways and Star Road, or bonded for through ACHD
- Provide a public pathway easement along the south side of the Phyliss Canal for potential future pathway
- The Developer agrees to provide the Bean property two (2) built driveways per their agreement in Phase 1
- There shall be no residential uses allowed within the Commercially zoned district

- Any storage units proposed in the Mixed-Use or Commercial areas shall require a Conditional Use Permit
- All streets within the development shall have minimum 36' roadway widths. The detached sidewalk planter strips shall be allowed at 6 ½ feet on each side with Class I trees.
- Council approves reduction in 10% usable open space to allow detached sidewalk planter strip reduction
- Non-single-family detached residential dwellings will be limited to a maximum of 10% of the subject gross R-3 development parcel

2.6 Proportionate Share Agreement for ITD Improvements. Developer agrees 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 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City the determined amount for Residential per buildable lot within each phase prior to signature on the final plat for the applicable phase. The Developer will pay the City the determined amount for Commercial prior to issuance of a 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.

2.7 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 fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners shall be in default of this Agreement.

2.8 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. At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this 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 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 new owners 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, ID 83669

Owner:	Antonov Star Holdings LLC
Contact:	
Address:	

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

OWNER:

Antonov Star Holdings LLC, a limited
liability company

By: _____
Its: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the Manager of **Antonov Star Holdings LLC**, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

EXHIBIT B

Section 6, Item E.

DEVELOPMENT PLAN

195 RES. LOTS - 2.92 UN/AC

LOTS: 5500 - 16,871 SF

HIGH-DENSITY RES. AREA:

- (1) MAX 10% OF R3
- (2) MAX 10 UN/AC



INSPIRADO
PROPOSED CONDITIONS
STAR, IDAHO

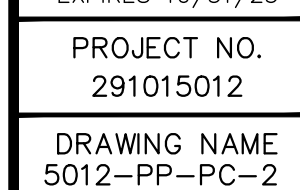


EXHIBIT C

Section 6, Item E.

PATIO HOMES



CUSTOM HOMES



LUXURY HOMES FOR RIM



R-3 MULTI-FAMILY CONCEPT – TOWNHOMES



R-3 MULTI-FAMILY CONCEPT – TOWNHOMES



MIXED USE AND COMMERCIAL CONCEPTS



MIXED USE AND COMMERCIAL CONCEPTS



ORDINANCE NO. 359-2022
(STARPOINTE SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 6825 N. STAR ROAD IN STAR, IDAHO (ADA COUNTY PARCELS S0419428100, S0418417750 & S041942805), AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY W WEST DEVELOPMENT LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 29 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 Ada 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 January 11, 2022 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential- Planned Unit Development with a Development Agreement (R-3-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”, including adjacent right of way, situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners

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

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential-Planned Unit Development with a Development Agreement (R-3-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 Residential-Planned Unit Development with a Development Agreement (R-3-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

Starpointe Subdivision
Description for
R-3-DA Zone
March 29, 2022

A portion of the North 1/2 of the Southeast 1/4 of Section 19 and the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 19, 20, 29 and 30, Township 4 North, Range 1 West, B.M., from which the 1/4 corner common to Sections 19 and 20, Township 4 North, Range 1 West, B.M., bears North 00°46'11" East, 2,633.05 feet; thence on the centerline of N. Star Road as shown on ITD F.A.P. No. S-3770(1) right-of-way plans the following two (2) courses and distances: North 01°12'14" East, 978.38 feet; 338.16 feet along the arc of curve to the left having a radius of 57,295.78 feet, a central angle of 00°20'17" and a long chord which bears North 01°02'05" East, 338.16 feet to the easterly extension of the South boundary line of the Northeast 1/4 of the Southeast 1/4 of said Section 19 and the **REAL POINT OF BEGINNING**;

thence North 89°08'47" West, 1,321.26 feet to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 19;

thence on the South boundary line of the of the Northwest 1/4 of the Southeast 1/4 of said Section 19, North 89°09'04" West, 1,282.43 feet to the East boundary line of a parcel of land conveyed by a Deed recorded on January 17, 1995 as Instrument No. 95003073, records of Ada County, Idaho;

thence on said East boundary line, North 01°04'16" East, 296.99 feet;

thence leaving said East boundary line, North 86°23'15" East, 345.67 feet;

thence North 57°31'41" West, 53.70 feet;

thence North 22°49'04" West, 79.06 feet;

thence North 10°37'22" East, 234.94 feet;

thence South 76°53'22" East, 447.69 feet;

thence South 87°29'16" East, 507.64 feet;



thence North 00°55'08" East, 775.15 feet to the North boundary line of the Northwest 1/4 of the Southeast 1/4 of said Section 19;

thence South 88°57'26" East, 30.00 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 19;

thence South 00°55'08" West, 784.54 feet on the East boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 19;

thence leaving said East boundary line, South 78°58'19" East, 936.90 feet;

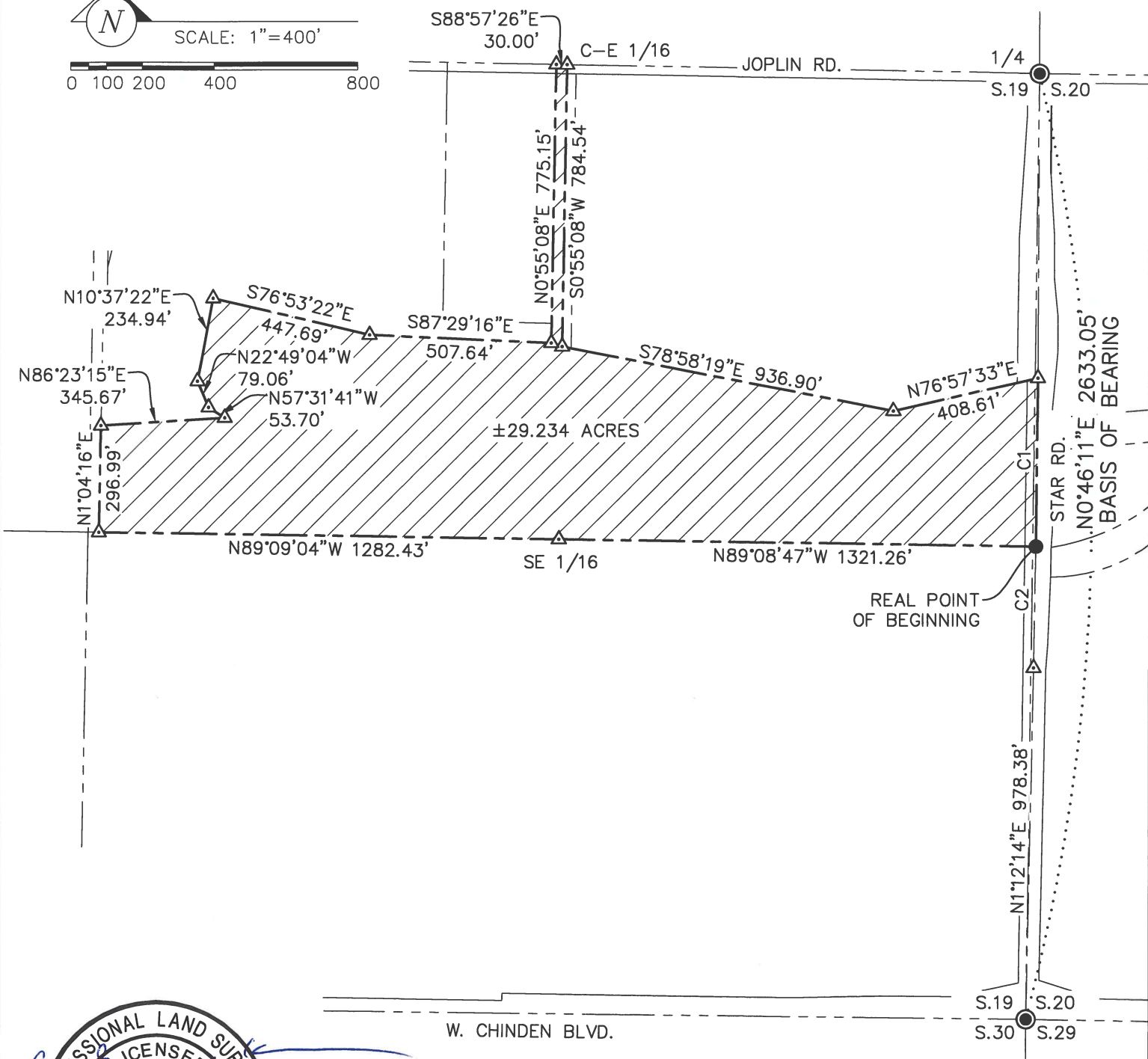
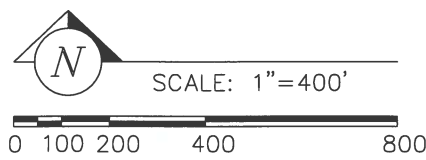
thence North 76°57'33" East, 408.61 feet to the centerline of N. Star Road;

thence on said centerline, 469.28 feet along the arc of a curve to the right having a radius of 57,295.78 feet, a central angle of 00°28'09" and a long chord which bears South 00°37'52" West, 469.28 feet to the **REAL POINT OF BEGINNING**.

Containing 29.234 acres, more or less.

End of Description.





CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	469.28	57295.78	0°28'09"	S0°37'52"W	469.28
C2	338.16	57295.78	0°20'17"	N1°02'05"E	338.16

P:\Starpointe 21-310\dwg\R-3-DA Ex.dwg 3/29/2022 8:13:32 PM



IDAHO
SURVEY
GROUP, LLC

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

EXHIBIT DRAWING FOR
R-3-DA ZONE
STARPOINTE SUBDIVISION

LOCATED IN THE N 1/2 OF OF THE SE 1/4 OF SECTION 19 AND THE NW 1/4 OF
THE SW 1/4 OF SECTION 20, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO.
20-194

SHEET NO.
198

DATE
3/29/2022

DEVELOPMENT AGREEMENT STARPOINTE SUBDIVISION

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 **W West Development, LLC**, a limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 29 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 359, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City and be 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 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 and developed in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for the Property as provided in Exhibit A;

WHEREAS, a Request for Annexation and Zoning of the Property to R-3-DA, and a preliminary plat was made as File No. AZ-21-07/DA-21-09/PP-21-10, 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, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner 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 Property described on **Exhibit A**, Owner is allowed to develop approximately 29 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be R-3-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved preliminary plat, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for a maximum of 71 single-family residential lots. Housing styles shall be consistent with the submitted elevations detailed in **Exhibit C**.

2.4 Setbacks. The development shall comply with the standard setbacks for the R-3 zone, with the following exceptions as approved by Council.

7' one & two story side yard setbacks for all single-family detached homes.

2.5 Additional Requirements:

- 7' Sidewalks shall be constructed along Collector Roadways and Star Road, or bonded for through ACHD
- All streets within the development shall have minimum 36' roadway widths. The detached sidewalk planter strips shall be allowed at 6 ½ feet on each side with Class I trees
- Council approves reduction in 10% usable open space to allow detached sidewalk planter strip reduction
- Maintain artesian irrigation water flows at historic levels to the Aldrich property

2.6 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 \$131,671.00 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the City \$1,854.52 per buildable lot within each phase prior to signature on the final plat for the applicable phase. 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.

2.7 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 fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners shall be in default of this Agreement.

2.8 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. At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this 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 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 new owners 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 reliable 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, ID 83669

Owner: W West Development LLC
Contact:
Address:

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

OWNER:

W West Development LLC, a limited
liability company

By: _____
Its: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the Manager of **W West Development LLC**, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

EXHIBIT B

Section 6, Item F.

DEVELOPMENT PLAN

29.24 TOTAL ACRES

69 RES. LOTS

RESID. DENSITY: 2.36 UN/AC

AVG LOT: 13,052 SF





EXHIBIT C

Section 6, Item F.

CUSTOM
HOMES



StarPointe

LUXURY HOMES FOR RIM



StarPointe

ORDINANCE NO. 360-2022
(OAKLAWN CROSSING SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 8005 W. JOPLIN ROAD IN STAR, IDAHO (ADA COUNTY PARCEL S0419417200), AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY PINNACLE LAND DEVELOPMENT LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-4-DA) AND MIXED USE WITH A DEVELOPMENT AGREEMENT (MU-DA) OF APPROXIMATELY 25.87 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 Ada 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 January 11, 2022 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential with a Development Agreement (R-4-DA) and Mixed Use with a Development Agreement (MU-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”, including adjacent right of way, situated in Ada 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 zoned Residential with a Development Agreement (R-4-DA) and Mixed Use with a Development Agreement (MU-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 zoned Residential with a Development Agreement (R-4-DA) and Mixed Use with a Development Agreement (MU-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

EXHIBIT A

Section 6, Item G.

Oaklawn Crossing Subdivision
Description for
R-4-DA Zone
March 29, 2022

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 19 and the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 19 and 20, Township 4 North, Range 1 West, B.M., from which the Section corner common to Sections 19, 20, 29 and Section 30, Township 4 North, Range 1 West, B.M., bears South 00°46'11" West, 2,633.06 feet; thence on the East-West centerline of Section 19, North 88°56'31" West, 437.57 feet to the **REAL POINT OF BEGINNING**;

thence South 01°03'29" West, 480.76 feet;

thence South 89°13'49" East, 444.56 feet to the centerline of N. Star Road as shown on ITD F.A.P. No. S-3770(1) right-of-way plans;

thence on said centerline the following two (2) courses and distances:

South 00°13'16" West, 193.40 feet;

175.33 feet along the arc of curve to the right having a radius of 57,295.78 feet, a central angle of 00°10'31" and a long chord which bears South 00°18'32" West, 175.33 feet;

thence leaving said centerline, South 76°57'33" West, 408.61 feet;

thence North 78°58'19" West, 911.51 feet;

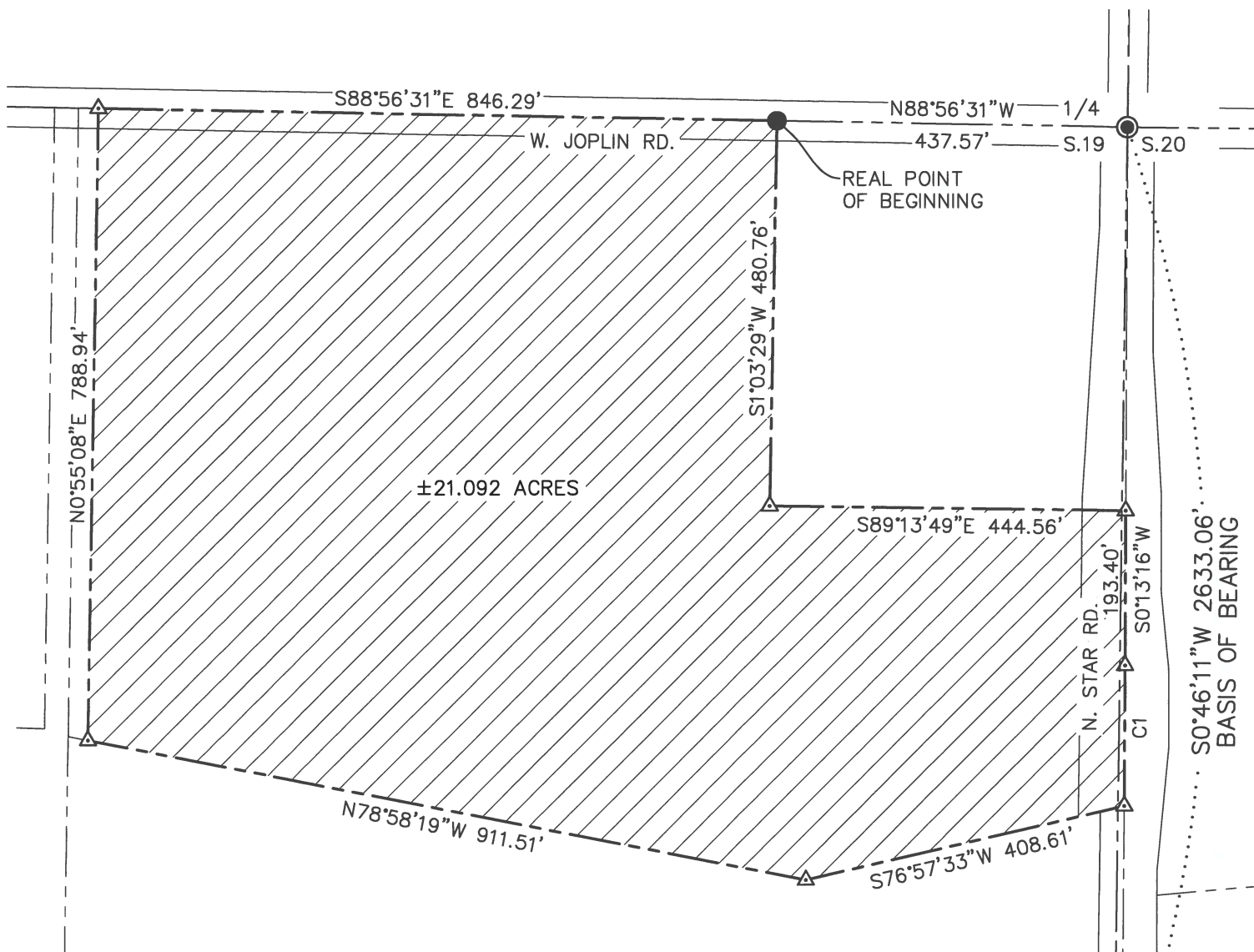
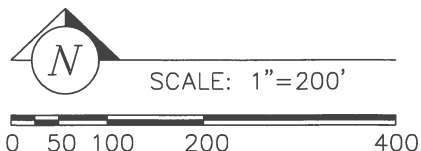
thence North 00°55'08" East, 788.94 feet to the East-West centerline of Section 19;

thence on said centerline of Section 20, South 88°56'31" East, 846.29 feet to the **REAL POINT OF BEGINNING**.

Containing 21.092 acres, more or less.

End of Description.





CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	175.33	57295.78	0°10'31"	S0°18'32"W	175.33



S.19 S.20
S.30 S.29

P:\Oaklawn Crossing_21-309\dwg\Zone R4-DA Ex.dwg 3/29/2022 6:53:48 PM



**IDAHO
SURVEY
GROUP, LLC**

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

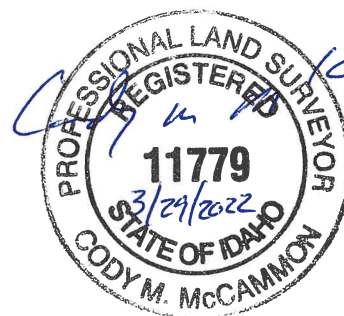
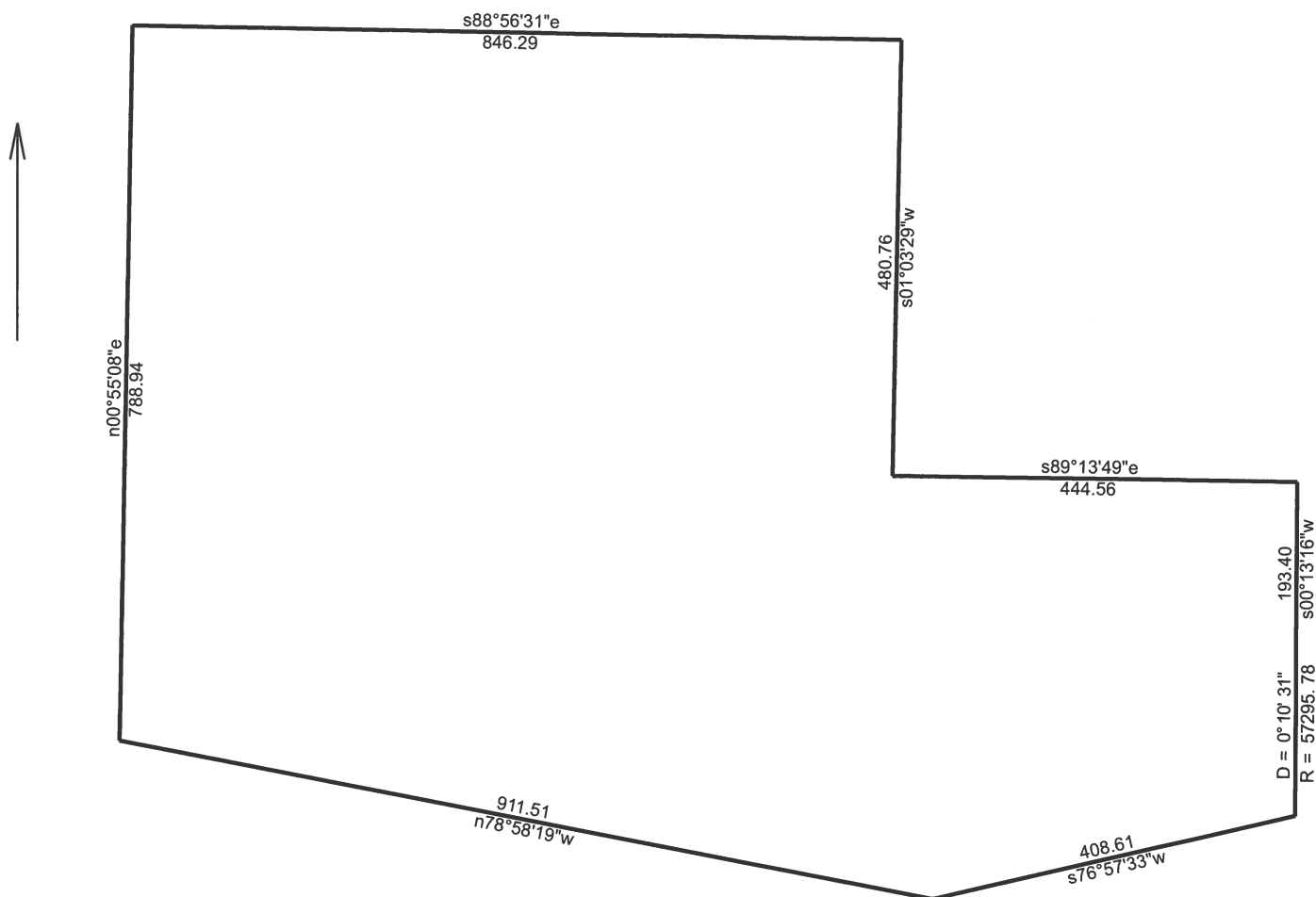
EXHIBIT DRAWING FOR
R-4-DA ZONE
OAKLAWN CROSSING SUBDIVISION

LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 19 AND THE NW 1/4 OF
THE SW 1/4 OF SECTION 20, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO.
20-026

SHEET NO.

212
3/29/2022



3/29/2022

Scale: 1 inch= 200 feet

File: R-4-DA Zone.ndp

Tract 1: 21.0908 Acres, Closure: s00.3148e 0.05 ft. (1/86816), Perimeter=4249 ft.

01 e158.34 n410.41
02 s01.0329w 480.76
03 s89.1349e 444.56
04 s00.1316w 193.40
05 Rt, r=57295.78, delta=000.1031, chord=s00.1832w 175.28
06 s76.5733w 408.61
07 n78.5819w 911.51

08 n00.5508e 788.94
09 s88.5631e 846.29

Oaklawn Crossing Subdivision
Description for
MU-DA Zone
March 29, 2022

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 19 and the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at the 1/4 corner common to Sections 19 and 20, Township 4 North, Range 1 West, B.M., from which the Section corner common to Sections 19, 20, 29 and Section 30, Township 4 North, Range 1 West, B.M., bears South 00°46'11" West, 2,633.06 feet;

thence on the East-West centerline of Section 20, South 89°20'44" East, 0.50 feet to the centerline of N. Star Road as shown on ITD F.A.P. No. S-3770(1) right-of-way plans;

thence on said centerline the following two (2) courses and distances:

239.52 feet along the arc of a curve to the left having a radius of 57,295.78 feet, a central angle of 00°14'22" and a long chord which bears South 00°20'27" West, 239.52 feet;

South 00°13'16" West, 239.05 feet;

thence leaving said centerline, North 89°13'49" West, 444.56 feet;

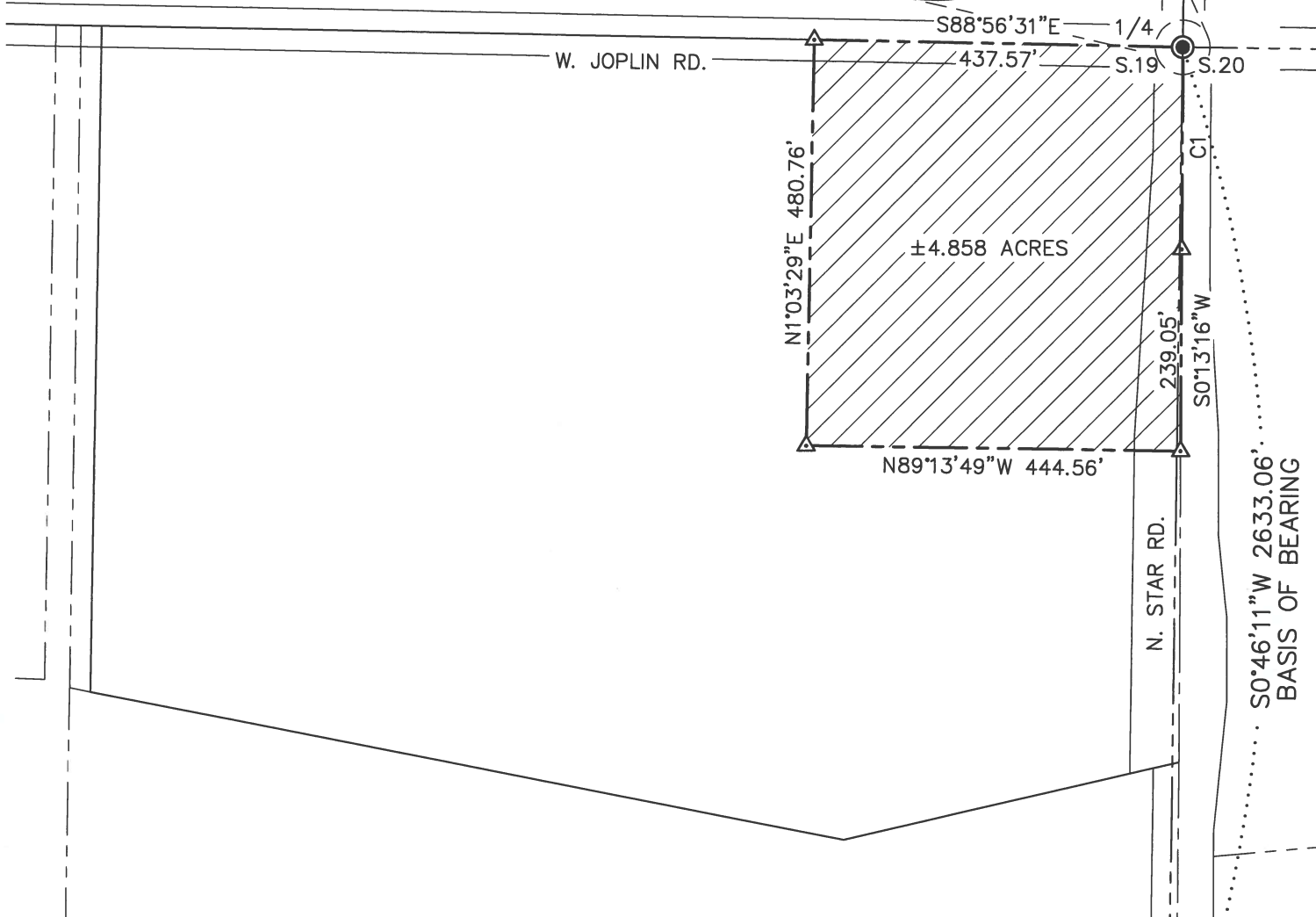
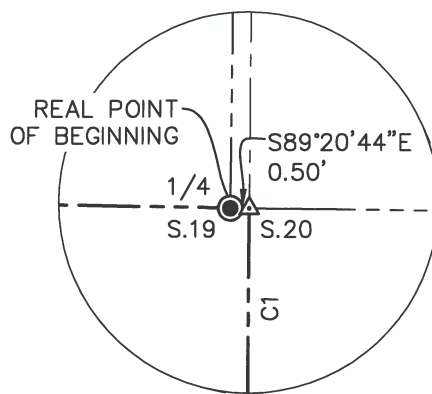
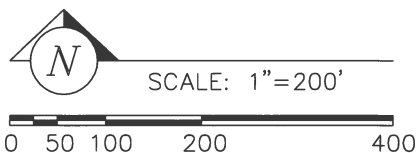
thence North 01°03'29" East, 480.76 feet to the East-West centerline of Section 19;

thence on said centerline of Section 20, South 88°56'31" East, 437.57 feet to the **REAL POINT OF BEGINNING**.

Containing 4.858 acres, more or less.

End of Description.





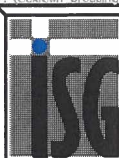
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	239.52	57295.78	0°14'22"	S0°20'27"W	239.52



S.19 S.20
S.30 S.29

P:\Cekic\crossing 21-306\dwg\Zone MU-DA Ex.dwg 3/29/2022 5:54:21 PM



**IDAHO
SURVEY
GROUP, LLC**

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

EXHIBIT DRAWING FOR
MU-DA ZONE
OAKLAWN CROSSING SUBDIVISION

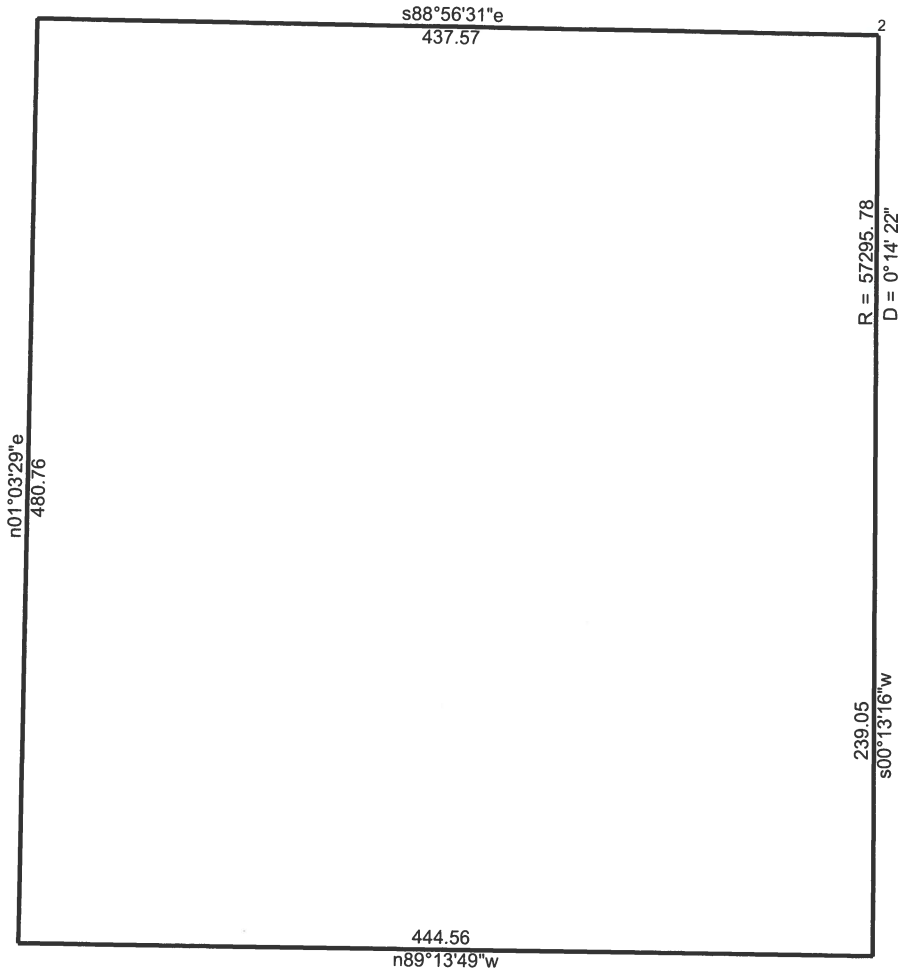
LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 19 AND THE NW 1/4 OF
THE SW 1/4 OF SECTION 20, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO.
20-026

SHEET NO.

215

DATE
3/29/2022



3/29/2022

Scale: 1 inch= 100 feet File: MU-DA Zone.ndp

Tract 1: 4.8572 Acres (211579 Sq. Feet), Closure: s04.3342w 0.08 ft. (1/24152), Perimeter=1842 ft.

- | | |
|---|---------------------|
| 01 e30.21 n120.83 | 07 s88.5631e 437.57 |
| 02 s89.1915e 0.5 | |
| 03 Lt, r=57295.78, delta=000.1422, chord=s00.2027w 239.44 | |
| 04 s00.1316w 239.05 | |
| 05 n89.1349w 444.56 | |
| 06 n01.0329e 480.76 | |

DEVELOPMENT AGREEMENT OAKLAWN CROSSING SUBDIVISION

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 **Pinnacle Land Development, LLC**, a limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 25.87 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 360, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City and be 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 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 and developed in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for the Property as provided in Exhibit A;

WHEREAS, a Request for Annexation and Zoning of the Property to R-4-DA and MU-DA, and a preliminary plat was made as File No. AZ-21-08/DA-21-10/PP-21-11, 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, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner 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 Property described on **Exhibit A**, Owner is allowed to develop approximately 25.87 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be R-4-DA and MU-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved preliminary plat, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for a maximum of 65 single-family residential lots and 1 multi-family dwelling lot. All future uses are subject to review requirements as stated within the Unified Development Code, unless specified within this Agreement. Housing styles shall be consistent with the submitted elevations detailed in **Exhibit C**.

2.4 Setbacks. All dimensional standards, including setbacks, shall conform to the R-4 standards in place at the time of approval of the preliminary plat.

2.5 Additional Requirements:

- 7' Sidewalks shall be constructed along Joplin Road and Star Road, or bonded for through ACHD
- All streets within the development shall have minimum 36' roadway widths.
- Coordinate with Star Sewer and Water District and the Aldrich property on a sewer stub
- The following uses are approved as principally permitted in the Mixed-Use zone:
 - Shopping/Retail
 - Professional Office
 - Restaurant/Drive-Thru
- Commercial uses shall be disclosed within the CC&R's regarding lights, noise and operation.

2.6 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 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the City an amount not to exceed \$1,630.00 per buildable lot within each phase prior to signature on the final plat for the applicable phase. 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.

2.7 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 fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners shall be in default of this Agreement.

2.8 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. At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this 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 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 new owners 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, ID 83669

Owner: Pinnacle Land Development LLC
Contact:
Address:

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

OWNER:

Pinnacle Land Development LLC, a limited liability company

By: _____
Its: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the Manager of **Pinnacle Land Development LLC**, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

EXHIBIT B

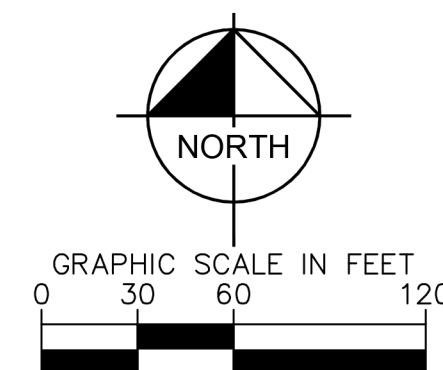
Section 6, Item G.



SITE DATA

PARCEL #: S0419417200
GROSS AREA: 25.87 ACRES
NET AREA: 24.28 ACRES
EXISTING ZONING: RUT
PROPOSED ZONING: R-4
PROPOSED LOT COUNT: 71
PROPOSED OPEN SPACE: 2.36 ACRES

THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY & REQUIRES DETAILED SITE PLANNING, ENGINEERING & CITY/COUNTY APPROVALS. ACREAGE & DENSITY IS ESTIMATED. LANDSCAPING/AMENITY DESIGN IS ILLUSTRATIVE ONLY.



OAKLAWN CROSSING LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A 5/8" IRON PIN MARKING THE 1/4 CORNER COMMON TO SECTIONS 19 AND 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M., FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M., BEARS SOUTH 00°46'11" WEST, 2,633.06 FEET;

THENCE ON THE EAST-WEST CENTERLINE OF SECTION 20, SOUTH 89°20'44" EAST, 0.50 FEET TO THE CENTERLINE OF N. STAR ROAD AS SHOWN ON ITD F.A.P. NO. S-3770(1) RIGHT-OF-WAY PLANS;

THENCE ON SAID CENTERLINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

239.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 57,295.78 FEET, A CENTRAL ANGLE OF 00°14'22" AND A LONG CHORD WHICH BEARS SOUTH 00°20'27" WEST, 239.52 FEET;

SOUTH 00°13'16" WEST, 432.45 FEET;

175.33 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 57,295.78 FEET, A CENTRAL ANGLE OF 00°10'31" AND A LONG CHORD WHICH BEARS SOUTH 00°18'32" WEST, 175.33 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 76°57'33" WEST, 408.61 FEET;

THENCE NORTH 78°58'19" WEST, 911.51 FEET;

THENCE NORTH 00°55'08" EAST, 788.94 FEET TO THE EAST-WEST CENTERLINE OF SECTION 19;

THENCE ON SAID CENTERLINE OF SECTION 20, SOUTH 88°56'31" EAST, 1,283.86 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 25.949 ACRES, MORE OR LESS.

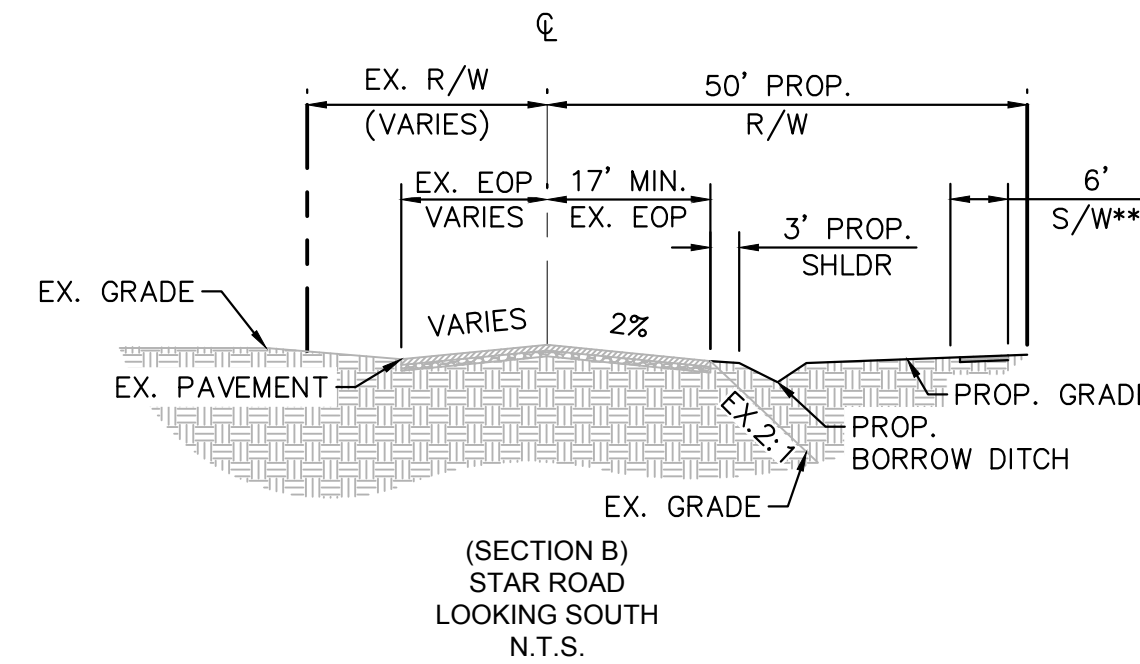
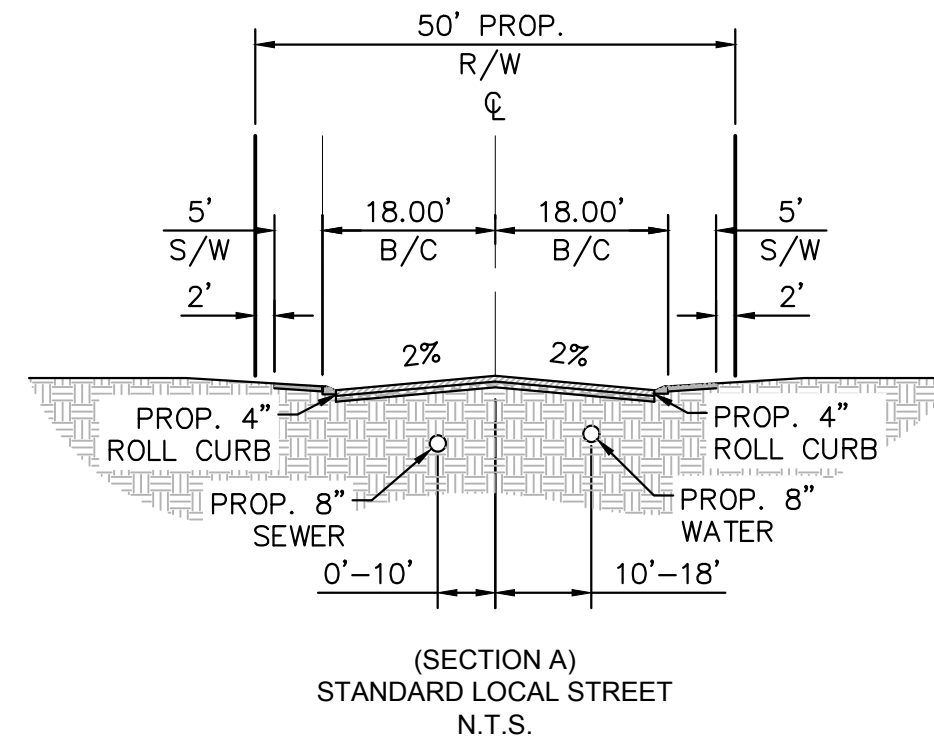
END OF DESCRIPTION.

PRELIMINARY PLAT NOTES

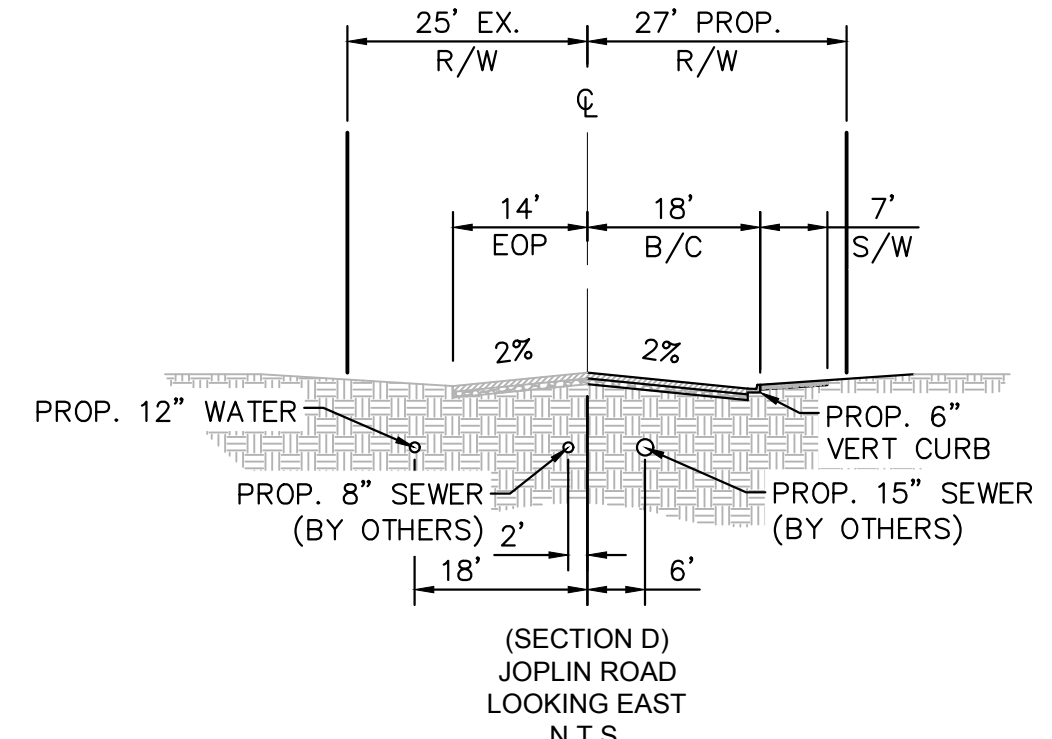
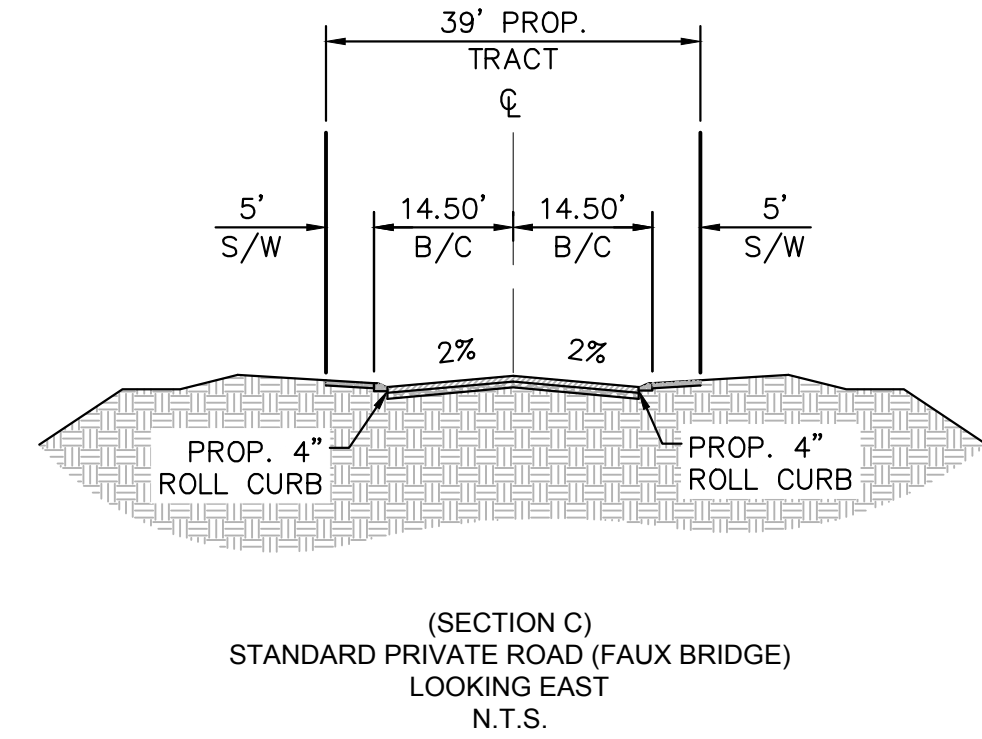
1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCE TO NAVD '88 DATUM.
2. ALL STREETS PROPOSED IN THIS DEVELOPMENT ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACHD STANDARD FOR PUBLIC STREETS.
3. BLOCK 1 LOT 1, BLOCK 2 LOT 1, BLOCK 3 LOT 1, BLOCK 4 LOT 13, AND BLOCK 4 LOT 31 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE OAKLAWN SUBDIVISION HOMEOWNERS ASSOCIATION. THESE LOTS SHALL BE USED FOR HOMEOWNER PEDESTRIAN ACCESS AND LANDSCAPING AND ARE SUBJECT TO A BLANKET EASEMENT ACROSS SAID LOTS FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE.
4. STORMWATER RUNOFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
6. THIS SUBDIVISION WILL RECEIVE PRESSURE IRRIGATION FROM A PRESSURE IRRIGATION SYSTEM OWNED AND MAINTAINED BY THE HOA.
7. DOMESTIC WATER SERVICE AND FIRE PROTECTION SHALL BE PROVIDED BY THE STAR WATER AND SEWER DISTRICT.
8. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT.
9. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
10. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
11. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH CITY OF STAR CODE UNLESS OTHERWISE MODIFIED BY CONDITIONAL USE PERMIT.
12. THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUNDWATER ELEVATION.
13. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE MOST RECENTLY APPROVED SUBDIVISION STANDARDS OF THE CITY OF MERIDIAN AT THE TIME OF THE RE-SUBDIVISION.
14. ALL LOT LINES COMMON TO PUBLIC STREETS ARE HEREBY DESIGNATED TO HAVE A TEN (10) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE, UNLESS OTHERWISE DIMENSIONED.
15. FRONT, REAR, AND SIDE YARD EASEMENT LOCATIONS AND WIDTHS TO BE DETERMINED WITH FINAL PLAT.
16. MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
17. RESTRICTIVE COVENANTS WILL BE IN EFFECT FOR THIS SUBDIVISION.

OAKLAWN CROSSING
PRELIMINARY PLAT

A PORTION OF THE NE 1/4 OF SECTION 19 & SW 1/4 OF SECTION 20,
TOWNSHIP 4 NORTH, RANGE 1 WEST
ADA COUNTY, IDAHO



**DEVELOPER IS SEEKING A MODIFICATION OF POLICY FROM ACHD TO ELIMINATE REQUIREMENT FOR S/W CONSTRUCTION DUE TO HARDSHIP CAUSED BY EXTREME EXISTING GRADES THAT WERE CONSTRUCTED WITH STAR ROAD.



OWNER/DEVELOPER

PINNACLE LAND DEVELOPMENT, L.L.C.
7629 E PINNACLE PEAK ROAD #110
SCOTTSDALE, ARIZONA 85255
TELEPHONE: (480) 401-0800
CONTACT: RANDY CLARNO
EMAIL: RANDY@CRITERIONLAND.COM

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
950 W BANNOCK STREET, SUITE 1100
BOISE, IDAHO 83704
PHONE: (208) 906-3871
CONTACT: TELLER BARD, PE
EMAIL: TELLER.BARD@KIMLEY-HORN.COM

LAND SURVEYOR

IDAHO SURVEY GROUP
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PHONE: (208) 846-8570
CONTACT: CODY MCCAMMON, PLS
EMAIL: CODYM@IDAHOSURVEY.COM

LEGEND

—	PROPOSED CL/SECTION LINE	⊗	PROPOSED STORM DRAIN MANHOLE
—	PROPOSED SWALE	⊠	PROPOSED CATCH BASIN
---	PROPOSED BOUNDARY	⊙	PROPOSED SEWER MANHOLE
---	ROAD RIGHT OF WAY	⊕	PROPOSED FIRE HYDRANT
---	LOT LINE	⊖	PROPOSED GATE VALVE
---	EASEMENT	⊗	SIDEWALK RAMP
---	PROPOSED SEWER	⊗	PROP. STORM DRAIN
---	PROPOSED WATER (3' COVER)	⊗	PROP. CATCH BASIN
---	STORM WATER INFRASTRUCTURE EASEMENT	⊗	EXISTING CATCH BASIN
---	PROPOSED POND	⊗	EXISTING SEWER MAIN
---	PROPOSED POND HIGHWATER	⊗	EXISTING WATER MAIN
---	PROPOSED POND BENCH	⊗	EXISTING EDGE OF PAVEMENT
---	PROPOSED POND CONTOUR	⊗	EXISTING EDGE OF GRAVEL ROAD
---	PROPOSED CURB	⊗	EXISTING FENCE
---	PROPOSED FOREBAY	⊗	EXISTING OVERHEAD POWER
---		⊗	EXISTING GAS LINE

PRELIMINARY PLAT DATA

EXISTING ZONING RUT
PROPOSED ZONING: R-4

GROSS ACREAGE: 25.87 AC
NET ACREAGE: 24.28 AC
GROSS RESIDENTIAL ACREAGE: 21.04 AC
NET RESIDENTIAL ACREAGE: 20.51 AC
GROSS MIXED USE ACREAGE: 4.83 AC
NET MIXED USE ACREAGE: 3.77 AC

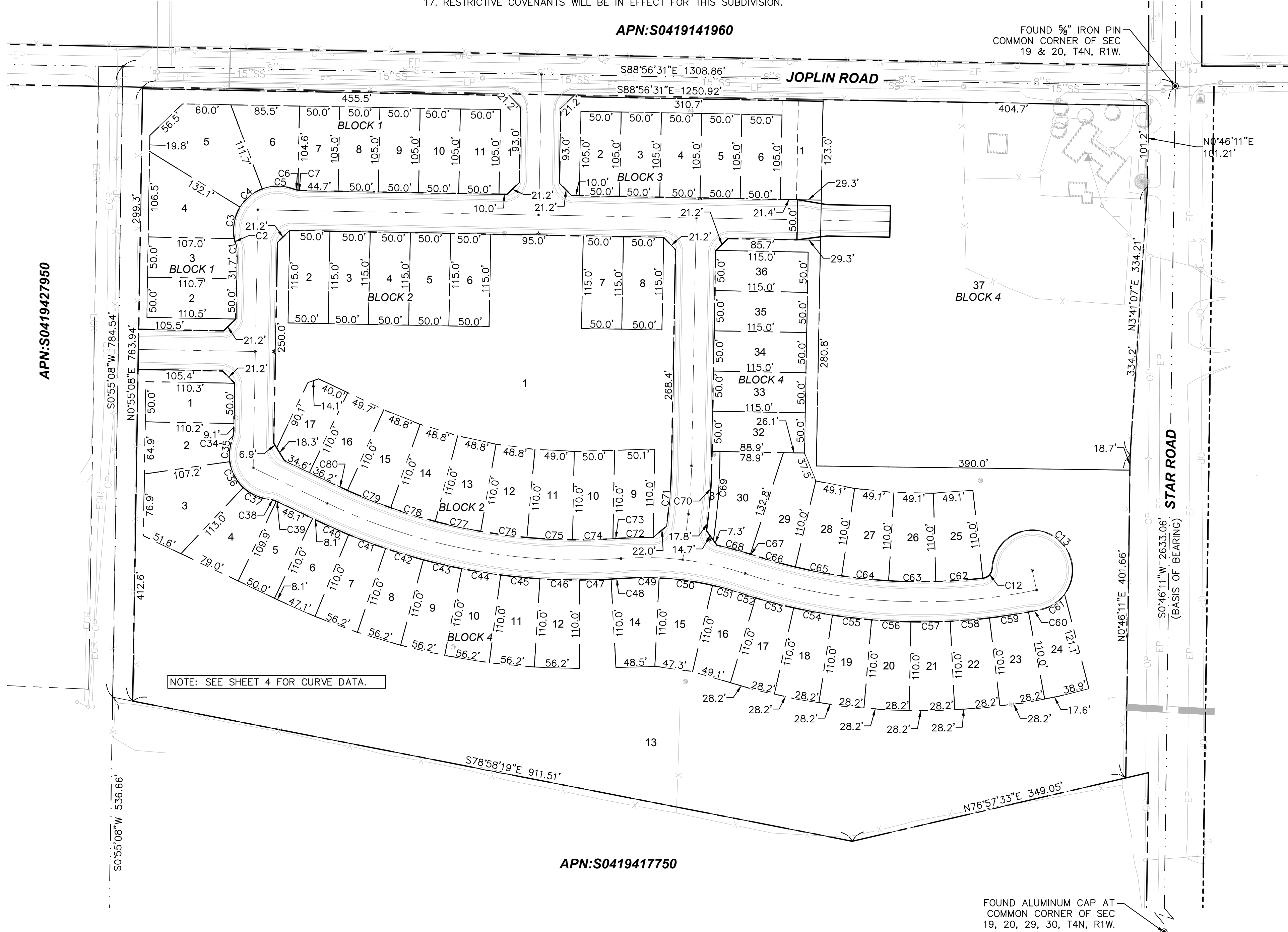
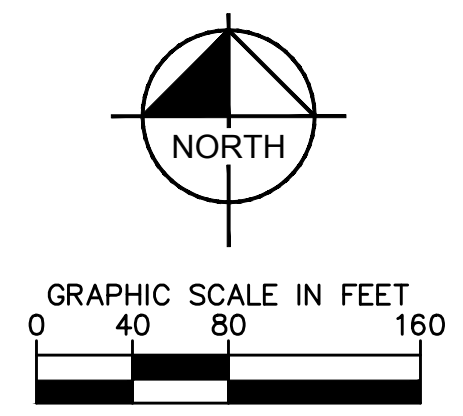
TOTAL LOTS: 71
COMMON LOTS: 5
MIXED USE LOTS: 1
RESIDENTIAL LOTS: 65

GROSS DENSITY: 2.51 DU/AC
RESIDENTIAL GROSS DENSITY: 3.09 DU/AC

BUFFER OPEN SPACE: 0.67 AC
COMMON OPEN SPACE: 1.03 AC
POND OPEN SPACE (50% USABLE): 1.47 AC
USABLE OPEN SPACE: 2.36 AC
VISUAL NATURAL OPEN SPACE: 0.63 AC (2.34 AC TOTAL)

TOTAL OPEN SPACE: 5.43 AC (25.8% OF GROSS)

TYPICAL LOT WIDTH: 50'
TYPICAL LOT AREA: 5,250 SF



VICINITY MAP
NTS

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	PRELIMINARY PLAT
2	EXISTING CONDITIONS
3	PROPOSED CONDITIONS
4	LOT AND CURVE DATA

Kimley»Horn

SCALE (H): 1"=80'
SCALE (V): NONE
DESIGNED BY: ITC
DRAWN BY: ITC
CHECKED BY: TRB
DATE: 4/15/2021

OAKLAWN CROSSING
PRELIMINARY PLAT
STAR, IDAHO

PROFESSIONAL ENGINEER
LICENSED
1994
4/15/21
STATE OF IDAHO
TELLER BARD

EXPIRES 10/31/21
PROJECT NO.
291015010
DRAWING NAME
5010-PP-CVR

HOMES



ORDINANCE NO. 364-2022
(SPRINGTREE ESTATES SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 9220 W BEACON LIGHT ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL S0333334020) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY RIVER BIRCH INVESTMENTS LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 5.07 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 Ada County and particularly described in Section 2 of this Ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on February 15, 2022 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential with a Development Agreement (R-3-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”, including adjacent right of way, situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners

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

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-3-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 Residential with a Development Agreement (R-3-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.

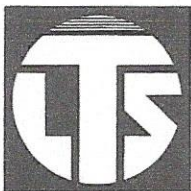
CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A



**TEALEY'S LAND
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise
(208) 385-0636
Fax (208) 385-0696

Section 6, Item H.

Project No.: 4881
Date: September 22, 2021

DESCRIPTION
FOR
RIVER BIRCH INVESTMENTS, LLC
PARCEL

A parcel of land being the South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 33, T.5N., R.1W., Ada County, Idaho as shown on Record of Survey No. 10863, on file under Instrument No. 2017-028986 in the Office of the Recorder for Ada County and more particularly described as follows:

COMMENCING at the Southwest corner of said Section 33, marked by an aluminum cap; thence along the South line of said Section 33

South 89°27'25" East 658.21 feet to the Southwest corner of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 which point is the **POINT OF BEGINNING**, marked by an iron pin; thence leaving said South line and along the West line of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4

North 00°00'28" East 331.49 feet to the Northwest corner of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, marked by an iron pin; thence along the North line of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4

South 89°26'58" East 658.08 feet to the Northeast corner of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, marked by an iron pin; thence along the East line of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4

South 00°00'57" West 331.40 feet to the West 1/16 corner on said South line of Section 33, marked by an iron pin; thence along said South line

North 89°27'25" West 658.03 feet to the **POINT OF BEGINNING**.

Said Parcel Contains 5.007 Acres, more or less.

This description is based on Record of Survey No. 10863 and does not represent a survey on the ground by Tealey's Land Surveying.



ANNEXATION EXHIBIT FOR RIVER BIRCH INVESTMENTS, LLC

THE S 1/2 SE 1/4 SW 1/4 SW 1/4
Sect 33, T.5N., R.1W.
ADA COUNTY, IDAHO



0 50 100 200



SCALE IN FEET
1" = 100'

NOTE:

SEE R.O.S. # 10863 FOR BOUNDARY
INFORMATION.



S 89°26'58" E 658.08'

PARCEL
218,099 S.F.
5.007 AC.

N 00°00'28" E 331.49'

NORTH POLLARD LANE
S 00°00'57" W 331.40'

S 89°27'25" E
658.21'

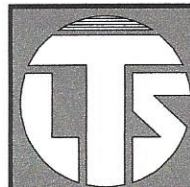


WEST BEACON LIGHT ROAD

W. 1/16 COR
33/4

N 89°27'25" W 658.03'

POINT OF BEGINNING



TEALEY'S LAND SURVEYING

12594 W. EXPLORER DRIVE, SUITE 150, BOISE, ID 83713
208-385-0636

Date: 9/22/21

Dwn: dnm

Dwg# 4881

DEVELOPMENT AGREEMENT SPRINGTREE ESTATES SUBDIVISION

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 River Birch Investments, a limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 5.07 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A**, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that a portion of the Property be annexed into the City, that a portion of the Property be rezoned, and that the entire Property be 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 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 annexed and zoned and developed in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for the Property as provided in Exhibit A;

WHEREAS, a Request for Annexation and Zoning of the Property to R-3-DA, and a preliminary plat was made as File No. AZ-21-16/DA-21-24/PP-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, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner 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 Property described on **Exhibit A**, Owner is allowed to develop the 5.07 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be a R-3-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved preliminary plat, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for a maximum of 13 residential lots.

2.4 Setbacks. The development shall comply with the standard setbacks for the R-3 zone.

2.5 Additional Requirements:

- Council approves a Private Street for the development to be built to City and ACHD standards
- The development shall include a maximum of 5 lots along the northern boundary with a minimum of 12,000 square feet each
- 7' Sidewalks shall be installed along Beacon Light Road
- The applicant shall provide required landscape buffers along Beacon Light Road and N. Pollard Lane and shall include a concrete pathway from the proposed cul-de-sac to Beacon Light Road. The Council has waived all remaining open space and amenity requirements.
- Mailboxes shall be provided that are constructed with durable materials, with style and location to be approved by the postmaster
- The applicant shall satisfy all local, state and federal requirements associated with the existing floodplain prior to any improvements on the property, or as approved by the City Engineer

- The applicant shall provide upgraded landscaping along the northern boundary of the subdivision in the rear yards of the northern lots
- The applicant shall satisfy all drainage concerns voiced at the public hearing, including the extension of the existing culvert and distribution of on-site drainage
- The applicant shall be responsible to pay ITD proportionate shares, as determined by the District

2.6 Proportionate Share Agreement for ITD Improvements. Developer agrees 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 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City the determined amount per buildable lot within each phase prior to signature on the final plat for the applicable phase. 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.

2.7 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 fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners shall be in default of this Agreement.

2.8 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. At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this 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 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 new owners 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.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

 River Birch Investments LLC, a limited
 liability company

 By: Marianne Payne
 Its: Manager

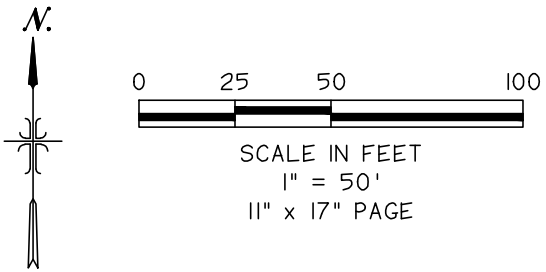
STATE OF IDAHO)
) ss.
 County of Ada)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Marianne Payne, known to me to be the Manager of **River Birch Investments LLC**, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company's name.

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

 Notary Public for Idaho
 Residing at _____
 My Commission expires _____

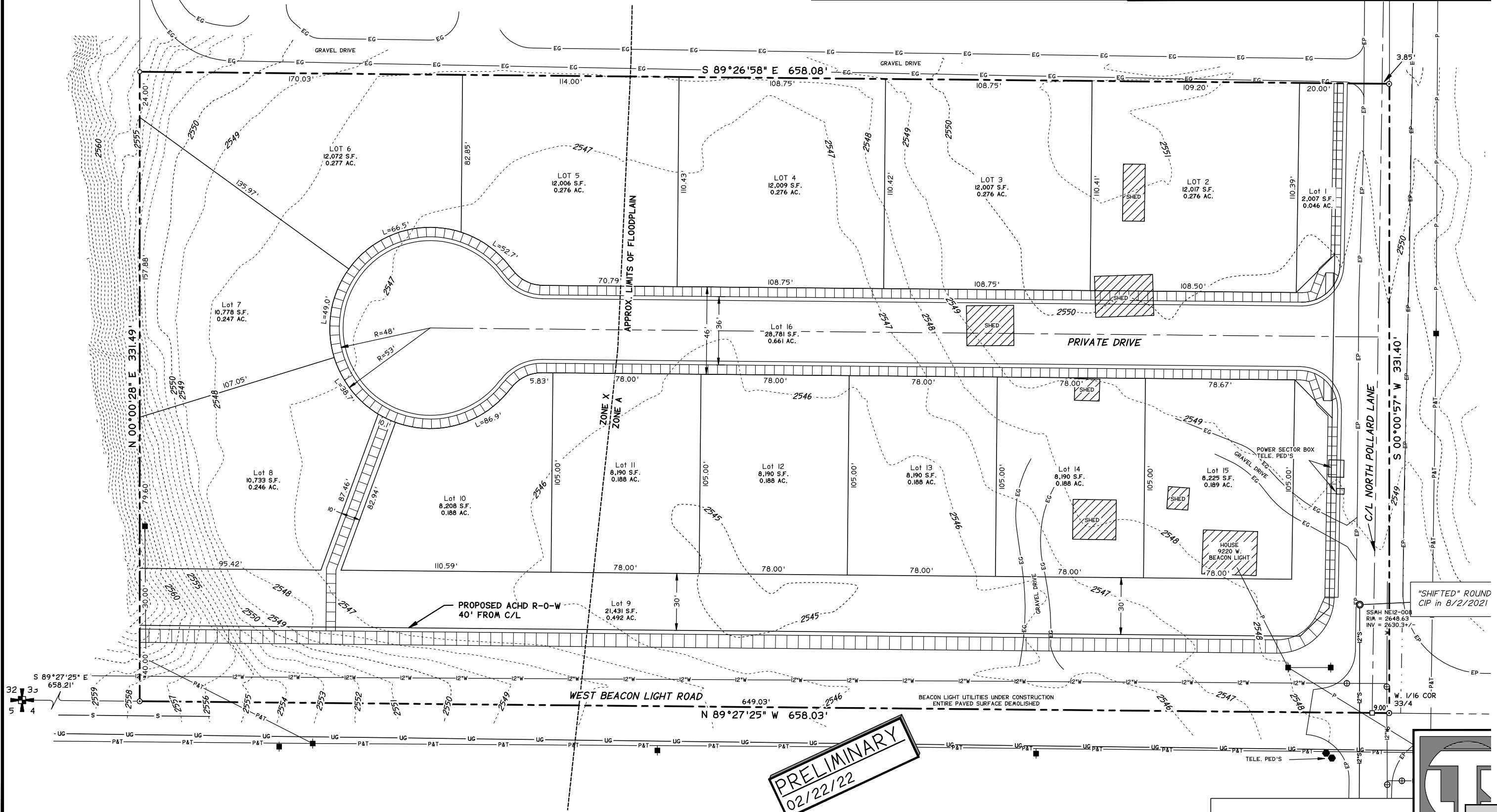
EXHIBIT B



NOTES:
I. SEE R.O.S. # 10863 FOR BOUNDARY INFORMATION.

EXHIBIT
FOR PROPOSED
SPRINGTREE ESTATES SUBDIVISIC
THE S 1/2 SE 1/4 SW 1/4 SW 1/4
Sect 33, T.5N., R.1W.
ADA COUNTY, IDAHO

Section 6, Item H.



PRELIMINARY
02/22/22

**ORDINANCE NO. 365-2022
(KIRSHNER-DILL ANNEXATION)**

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 2689 N. BRANDON ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL R7626810020) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY KAREN KIRSHNER-DILL; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-1-DA) OF APPROXIMATELY 10.9 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 Ada County and particularly described in Section 2 of this Ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on February 15, 2022 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential with a Development Agreement (R-1-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”, including adjacent right of way, situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners

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

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-1-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 Residential with a Development Agreement (R-1-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



**TEALEY'S LAND
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83713
(208) 385-0636
Fax (208) 385-0696

Project. No.: 4909
Date: March 25, 2022

**DESCRIPTION FOR
ANNEXATION – KIRSHNER and DILL PROPERTY**

A parcel of land being all of Lot 11 of Block 1 of Rusty Spur Ranchettes Subdivision No. 3, filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 66 of Plats at page 6758 and a portion of the NW 1/4 of Section 5, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1, marked by 5/8" iron pin; thence along the South boundary of said Lot 11

North 89°08'09" West 938.75 feet to the Southwest corner of said Lot 11; thence along the West boundary and extended West boundary of said Lot 11

North 01°01'14" East 546.20 feet to a point on the centerline of West Hope Road; thence along said centerline

South 89°08'09" East 968.30 feet to the centerline intersection of said West Hope Road and North Brandon Road; thence along the said centerline of North Brandon Road

South 00°58'26" West 546.20 feet to a point on the extended said South boundary of Lot 11; thence along said extended South boundary

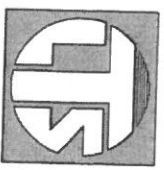
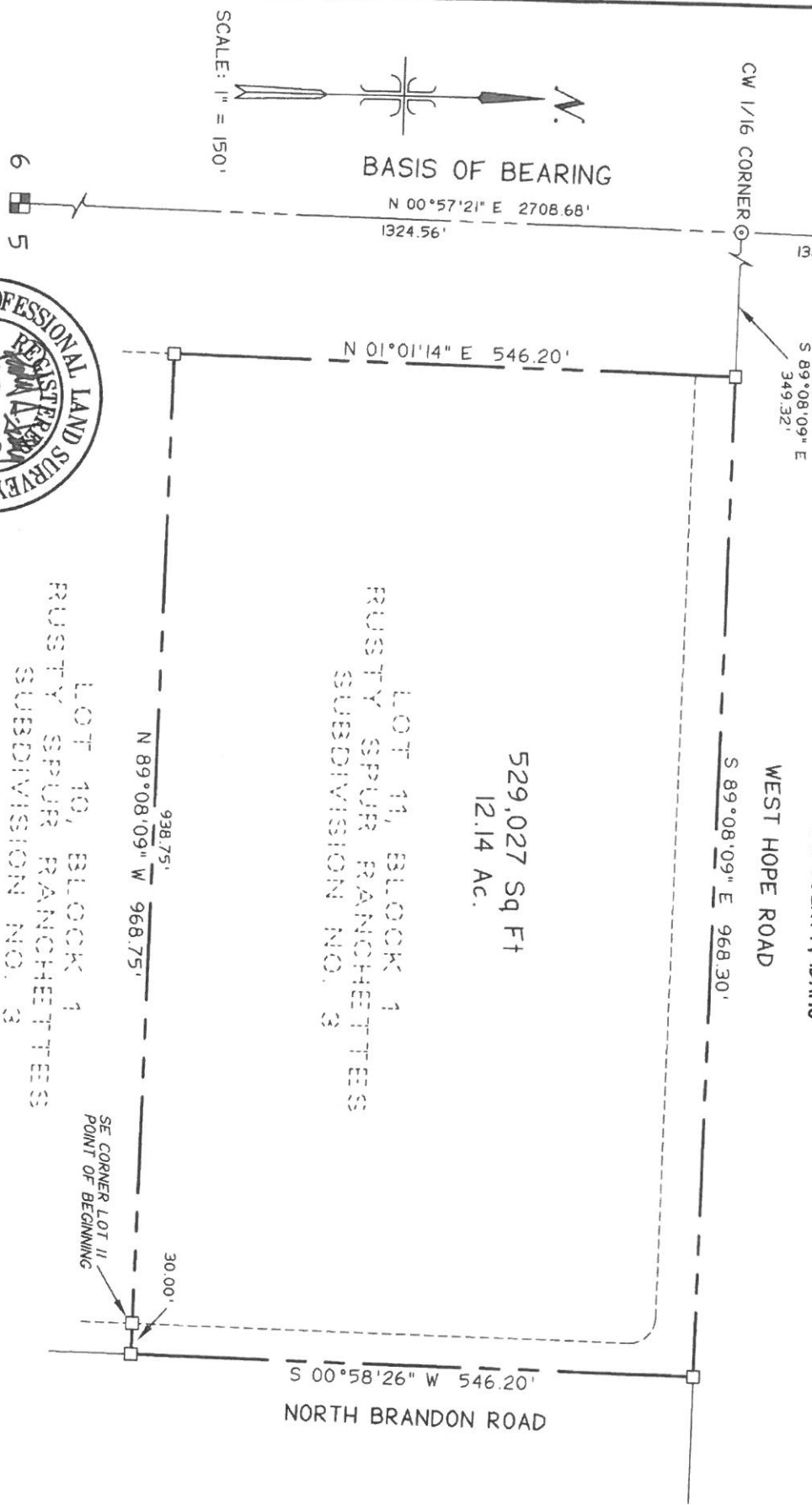
North 89°08'09" West 30.00 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 12.14 acres, more or less.



ANNEXATION EXHIBIT FOR KIRSHNER-DILL

LOT II, BLOCK I, RUSTY SPUR RANCHETTES SUBDIVISION NO. 3
AND A PORTION OF THE NW 1/4, SECTION 5, T.4N., R.1W., B.M.,
ADA COUNTY, IDAHO



TEALEY'S LAND SURVEYING

12594 W. EXPLORER DRIVE, SUITE 150
208-385-0636
PROJECT NO.: 4909
BOISE, ID. 83713
DATE: 3/25/22

4909-annex.dwg 03-25-22 11:04:37 jcox

DEVELOPMENT AGREEMENT KIRSHNER-DILL ANNEXATION

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 Karen Kirshner-Dill, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 10.9 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A**, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City, that a portion of the Property be rezoned, and that the Property be 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 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 and developed in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for the Property as provided in Exhibit A;

WHEREAS, a Request for Annexation and Zoning of the Property to R-1-DA was made as File No. AZ-21-15/DA-21-23, 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, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner 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 Property described on **Exhibit A**, Owner is allowed to develop the 10.9 acres as follows:

- **Zoning Classification:** The zoning classification of the Property shall be a R-1-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Uses. The Property is hereby approved for a maximum of 1 dwelling unit per acre. Any additional density shall require submittal and approval of a rezone application.

2.3 Setbacks. The development shall comply with the standard setbacks for the R-1 zone that are in place at the time of building permit.

2.4 Additional Requirements:

- Sidewalk shall be constructed on the future corner parcel (eastern parcel) at the time of redevelopment of the future western parcel, or through ACHD impact fees as New Hope Road is improved, whichever comes first.

2.5 Proportionate Share Agreement for ITD Improvements. Developer agrees 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 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City the determined amount per buildable lot within each phase prior to signature on the final plat for the applicable phase. 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.

2.6 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 fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners 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. At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this 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 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 new owners 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, ID 83669

Owner: Karen Kirshner-Dill
2689 N. Brandon Road
Star, Idaho 83669

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

OWNER:

Karen Kirshner-Dill

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Karen Kirshner-Dill, known or identified to me to be the person who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same.

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

Notary Public for Idaho

Residing at _

My Commission expires _____

ORDINANCE NO. 367-2022
(IRON MOUNTAIN VISTA SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED ON W. FLOATING FEATHER ROAD, IN STAR, IDAHO (ADA COUNTY PARCELS R9545740040 & R9545740050) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY TBC LAND HOLDING LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 16.46 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 Ada 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 November 16, 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 Residential with a Development Agreement (R-3-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”, including adjacent right of way, situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners

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

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-3-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 Residential with a Development Agreement (R-3-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



Date: August 6, 2021
Job No.: 7421
RE: Iron Mountain Vista

PROPERTY DESCRIPTION

A parcel of land being all of Lots 4 and 5 of Worsley's Folly Subdivision as on file in Book 86 of Plats at Pages 9656 and 9657 in the Office of the Recorder of Ada County, Idaho, recorded as Instrument No103059622, located in of the E 1/2 NE 1/4 SW 1/4 of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, more particularly described as follows:

BEGINNING at the NW corner of said Worsley's Folly Subdivision;

Thence along the northerly boundary of said Worsley's Folly Subdivision, S. 89° 15' 18" E., a distance of 656.24 feet to the NE corner of said Subdivision;

Thence along the East boundary of said Subdivision, S. 00° 48' 23" W., a distance of 1090.08 feet to the SE corner of said Lot 4;

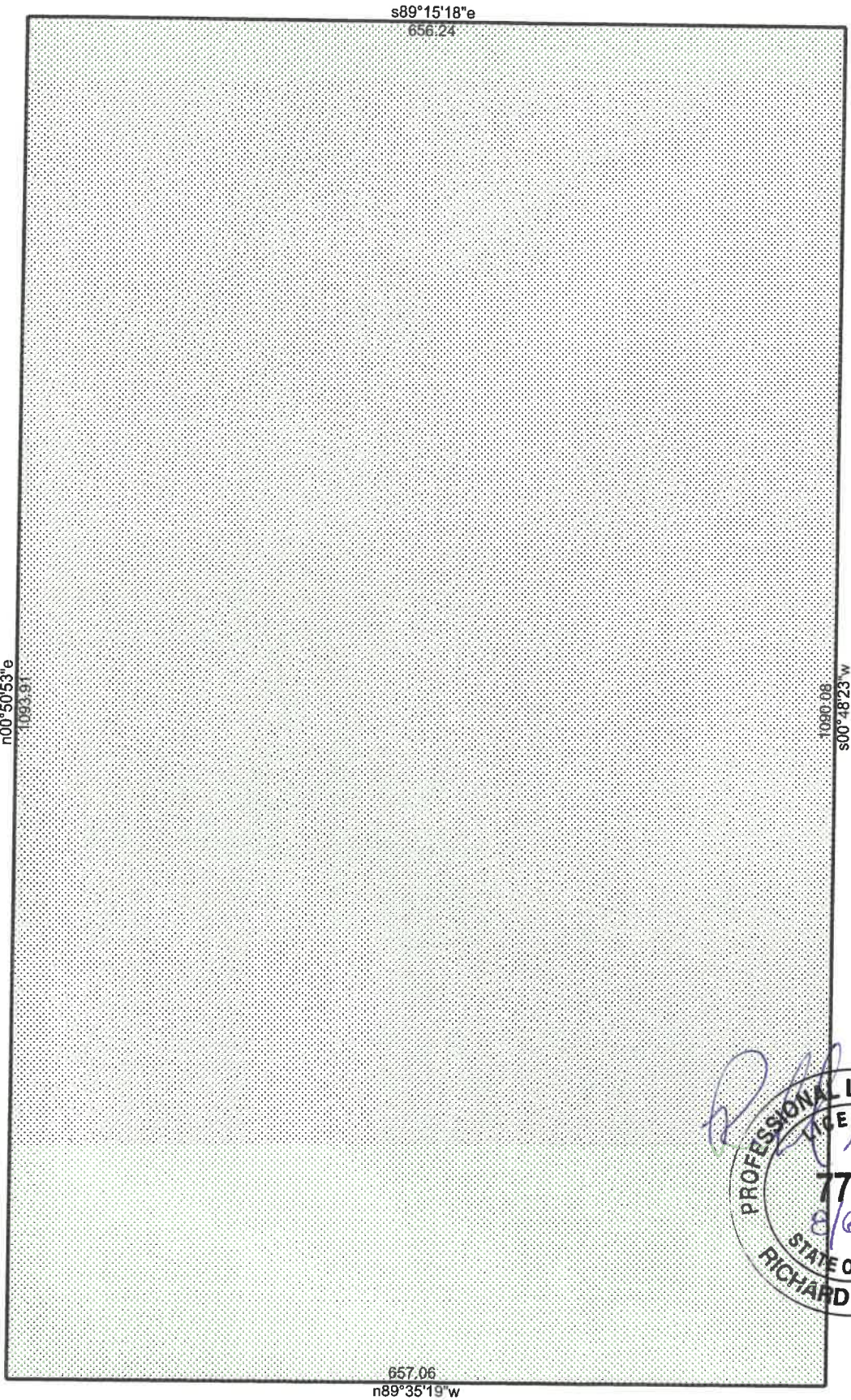
Thence along the Southerly boundary of said Lot 4, N. 89° 35' 19" W., a distance of 657.06 feet to the SW corner of said Lot 4;

Thence along the West boundary of said Lot 4, N. 00° 50' 53" E., a distance of 1093.91 feet to the POINT OF BEGINNING.

This parcel contains 16.46 acres more or less.

(This description is written from record data and not from an actual field survey.)





7421 Boundary from Record Data 8/6/2021

Scale: 1 inch= 125 feet File:

Tract 1: 16.4612 Acres, Closure: s70.5225e 0.01 ft. (1/358938), Perimeter=3497 ft.

- 01 s89.1518e 656.24
- 02 s00.4823w 1090.08
- 03 n89.3519w 657.06
- 04 n00.5053e 1093.91

DEVELOPMENT AGREEMENT IRON MOUNTAIN VISTA SUBDIVISION

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 TBC Land Holding LLC, a limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 16.46 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A**, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that a portion of the Property be annexed into the City, that a portion of the Property be rezoned, and that the entire Property be 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 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 and developed in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for the Property as provided in Exhibit A;

WHEREAS, a Request for Annexation and Zoning of the Property to R-3-DA, and a preliminary plat was made as File No. AZ-21-14/DA-21-21/PP-21-18, 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, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner 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 Property described on **Exhibit A**, Owner is allowed to develop the 16.46 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be a R-3-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved preliminary plat, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for a maximum of 46 residential lots. Housing styles shall be consistent with the submitted elevations detailed in **Exhibit C**.

2.4 Setbacks. The development shall comply with the standard setbacks for the R-3 zone. Waivers to setbacks were not granted by Council.

2.5 Additional Requirements:

- The applicant shall remove the emergency access once the northern access is established, with Fire District approval.
- The applicant shall create an easement for access and maintenance for the off-site wells for the off-site well users.

2.6 Proportionate Share Agreement for ITD Improvements. Developer agrees 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 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City the determined amount per buildable lot within each phase prior to signature on the final plat for the applicable phase. 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.

2.7 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 fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners shall be in default of this Agreement.

2.8 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. At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this 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 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 new owners 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, ID 83669

Owner: TBC Land Holding LLC
Todd Campbell
P.O. Box 140298
Boise, Idaho 83714-0298

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

OWNER:

TBC Land Holding LLC, a limited liability company

By: Todd Campbell
Its: Manager

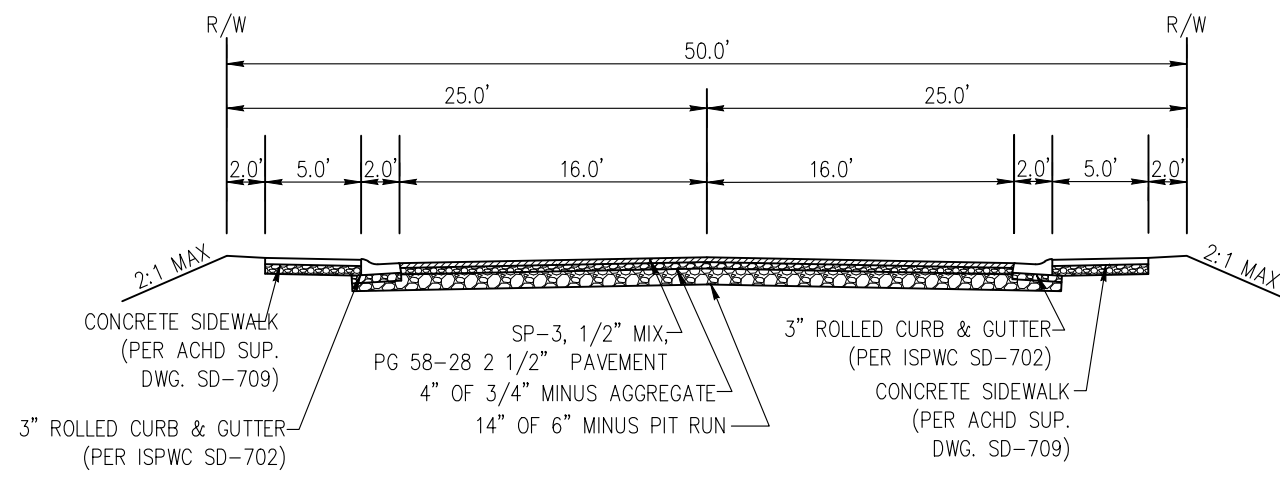
STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Todd Campbell, known to me to be the Manager of **TBC Land Holding LLC**, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

PRELIMINARY PLAT FOR
IRON MOUNTAIN VISTA SUBDIVISION
LOCATED IN A PORTION OF THE NE 1/4, SW 1/4, SECTION 4, T4N, R1W, B.M.
CITY OF STAR, ADA COUNTY, IDAHO
2021
EXHIBIT B



DEVELOPMENT FEATURES:

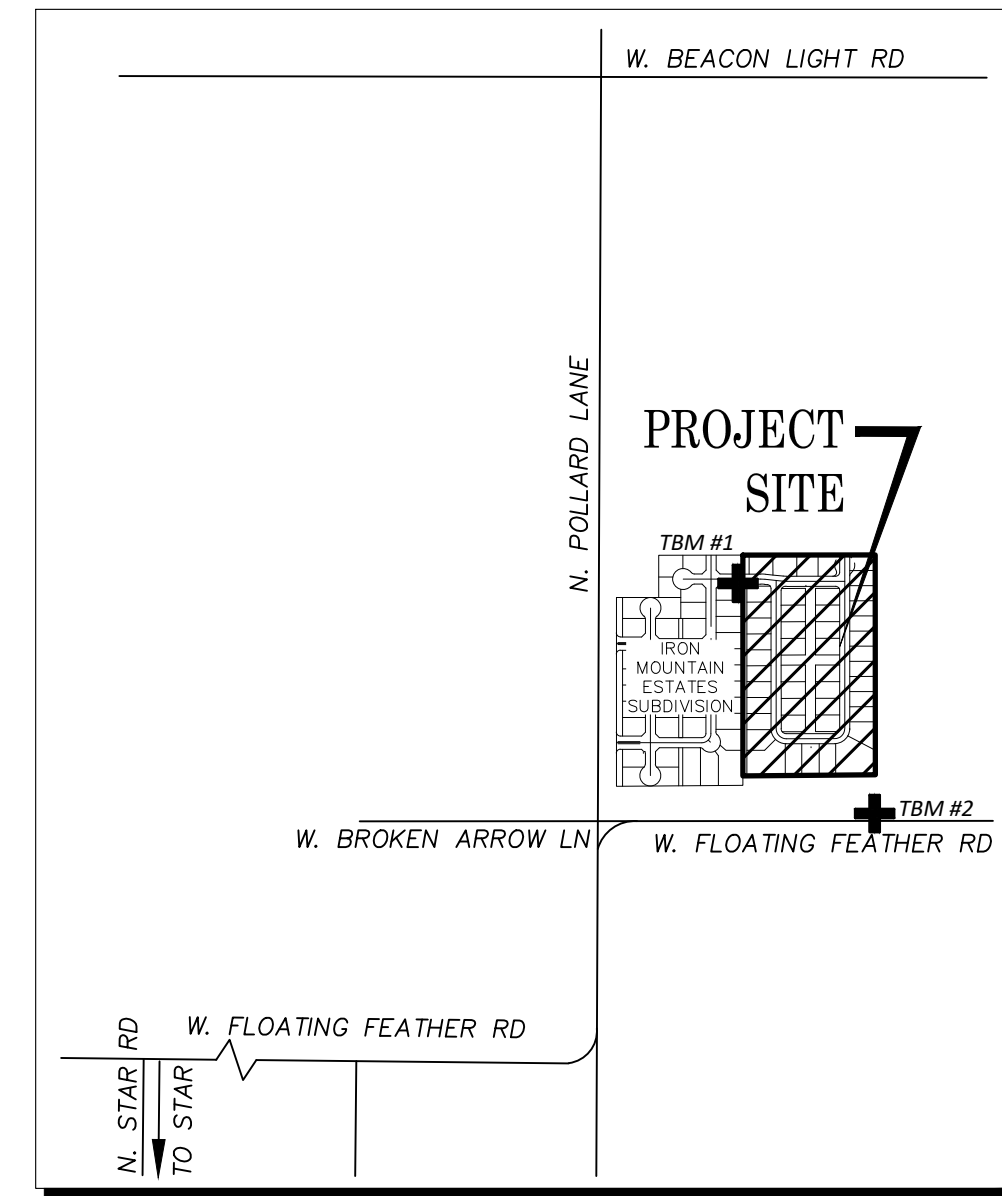
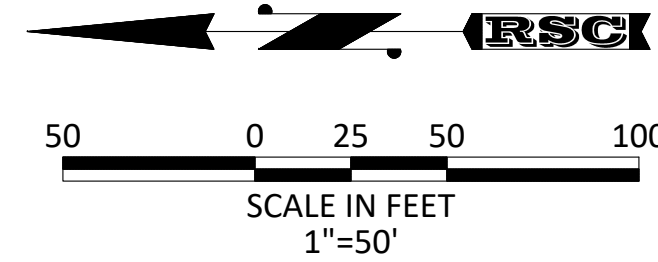
TOTAL ACRES.....	16.46 ACRES
TOTAL LOTS.....	50
BUILDABLE LOTS.....	46
EXISTING ZONING (ADA COUNTY).....	R-3
PROPOSED ZONING (CITY OF STAR).....	R-3
MINIMUM RESIDENTIAL LOT SIZE.....	9,395 sq.ft.
AVERAGE RESIDENTIAL LOT SIZE.....	10,513 sq.ft.
PERCENT TO BUILDABLE AREA.....	67.8%
PERCENT TO RIGHT-OF-WAY AREA.....	17.2%
PERCENT TO OPEN SPACE AREA.....	15.0%

IRRIGATION, STORM DRAIN, AND
PUBLIC UTILITY EASEMENT:

FRONT.....	10'
REAR.....	10'
SIDE.....	5'

BUILDING SETBACKS:

FRONT.....	15'
REAR.....	15'
SIDE (FOR BOTH STORIES).....	5'
STREET SIDE.....	20'



VICINITY MAP
1"=1000'

GENERAL LEGEND

	FOUND ALUMINUM CAP MONUMENT
	FOUND 5/8 REBAR
	PROJECT BENCHMARK
	PROPERTY BOUNDARY LINE
	PROPOSED LOT LINE
	SECTION LINE
	CENTERLINE
	EXISTING EASEMENT
	PROPOSED EASEMENT
	PROPOSED 8" WATER LINE
	PROPOSED SEWER LINE
	PROPOSED STORM DRAIN
	PROPOSED PRESSURE IRRIGATION
	PROPOSED WATER VALVE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED STREET LIGHT
	PROPOSED WATER SERVICE
	PROPOSED PRESSURE IRRIGATION SERVICE
	FLOW DIRECTION
	EXISTING TEST HOLE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	EXISTING OVERHEAD POWER
	EXISTING FENCE
	EXISTING NATURAL GROUND CONTOUR LINE
	EXISTING SEWER MANHOLE
	EXISTING WATER VALVE
	EXISTING UTILITY POLE
	EXISTING WELL
	EXISTING ELECTRICAL BOX
	EXISTING SIGN
	EXISTING TREES

NOTES:

- THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- PROJECT SITE IS NOT LOCATED INSIDE THE 100 YEAR FLOODPLAIN PER ANNOTATED FIRM 16001C0130H.
- ALL LOTS ARE TO BE DESIGNATED SINGLE FAMILY RESIDENTIAL EXCEPT LOT 1, BLOCK 1, LOT 1, BLOCK 2, LOT 16, BLOCK 2, & LOT 9, BLOCK 3. SAID COMMON LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- ALL PROPOSED BUILDABLE LOTS WILL BE SERVED WITH CENTRAL WATER AND SEWER BY STAR SEWER AND WATER DISTRICT.
- ALL LOTS TO BE SERVED BY PRIVATE PRESSURE IRRIGATION.
- MAILBOX CLUSTER LOCATED JOINTLY WITH IRON MOUNTAIN ESTATES SUBDIVISION TO THE EAST.

PROJECT BENCHMARKS:

TBM #1 CHISELED SQUARE ELEV: 2523.53'	TBM #2 SET MAG NAIL ELEV: 2531.53'
---	--

UTILITY REPRESENTATIVES

UTILITY	REPRESENTATIVE	PHONE
GAS	INTERMOUNTAIN GAS	(208) 377-6839
ELECTRICITY	IDAHO POWER	(208) 388-6320
TELEPHONE	CENTURY LINK	(208) 385-2144
SEWER	STAR SEWER & WATER DISTRICT	(208) 286-7388
WATER	STAR SEWER & WATER DISTRICT	(208) 286-7388
ROADS	ADA COUNTY HIGHWAY DISTRICT	(208) 454-8135
IRRIGATION	FARMERS UNION DITCH COMPANY	(208) 994-8689
FIRE	STAR FIRE DISTRICT	(208) 286-7772

DEVELOPER REPRESENTATIVE

JAY WALKER
KIMLEY-HORN
849 E. STATE STREET, STE 104
(208) 484-4479

OWNER

TODD CAMPBELL
TODD CAMPBELL CONSTRUCTION, INC
2560 STOKESBERRY
EAGLE, ID. 83616
(208) 941-8607

LAND SURVEYOR

RICHARD GRAY
COMPASS LAND SURVEYING
3818 E. NEWBY STREET
NAMPA, ID. 83667
(208) 442-0115

CIVIL ENGINEER

JIM E. COSLETT, P.E.
ROCK SOLID CIVIL LLC
270 N. 27TH STREET
BOISE, ID. 83702
(208) 342-3277

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.57	200.00	5°53'40"	N87°04'50"W	20.56
C2	23.14	225.00	5°53'40"	N87°04'50"W	23.13
C3	18.00	175.00	5°53'40"	N87°04'50"W	17.99
C4	20.58	200.00	5°53'40"	S87°04'50"E	20.57
C5	18.00	175.00	5°53'40"	S87°04'50"E	18.00
C6	6.59	225.00	1°40'40"	S89°11'20"E	6.59
C7	78.63	50.00	90°06'00"	S45°03'30"E	70.77
C8	16.13	25.00	36°58'10"	S18°29'40"E	15.85
C9	23.18	25.00	53°07'50"	S63°32'30"E	22.36

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C10	5.00	75.00	3°49'20"	S1°55'10"E	5.00
C11	53.96	75.00	41°13'20"	S24°26'30"E	52.80
C12	53.96	75.00	41°13'30"	S65°40'00"E	52.81
C13	5.01	75.00	3°49'40"	S88°11'40"E	5.01
C14	78.45	50.00	89°54'00"	N44°56'30"E	70.65
C15	74.47	75.00	56°53'40"	N57°37'40"E	71.45
C16	38.21	50.00	28°11'20"	N14°35'10"E	37.80
C17	23.18	25.00	53°07'50"	N63°19'40"E	22.36
C18	16.04	25.00	36°46'10"	N18°22'40"E	15.77

LINE	BEARING	LENGTH
L1	N42°04'16"W	10.04
L2	N42°04'16"W	17.90
L3	S45°55'43"W	14.90
L4	S45°55'43"W	15.03
L5	N45°01'07"W	14.11
L6	N45°01'07"W	15.35
L7	S44°56'53"W	29.45
L8	N89°32'24"E	40.00

Revisions

Date	Description
1	
2	
3	
4	

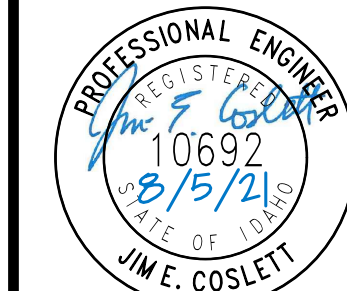


THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF ROCK SOLID CIVIL LLC AND IS NOT TO BE USED IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF ROCK SOLID CIVIL LLC.

IRON MOUNTAIN VISTA SUBDIVISION

Project Name

Sheet Name



Project No. RSC 21-27

Drawn By: JEC

Date: August 5, 2021

Sheet No.

Typical House Elevations



Walker, Jay

From: Dean Waite <pm.tccinc@gmail.com>
Sent: Thursday, August 19, 2021 3:50 PM
To: Walker, Jay
Subject: pictures

Jay,

Here you go.







Best Regards,

Dean Waite
Todd Campbell Construction Inc
208-631-5052

LEGAL NOTICE PUBLIC HEARING

Notice is hereby given that the Star City Council will hold a Public Hearing on **April 5, 2022** at the Star City Hall, 10769 W. State Street, Star, Idaho at 7:00 pm, or as soon thereafter as the matter may be heard. **Please see City Website www.staridaho.org for Public Hearing instructions for Virtual Public Hearings if necessary.**

Application: LifeSpring Christian Church Conditional Use Permit
Files #'s CU-22-02

Applicant/Owner: Mike Maglish, LifeSpring Christian Church, 174 N. Star Rd, Star ID 83669

Action: The Applicant is seeking approval of a Conditional Use Permit to add a temporary modular classroom to their existing church facility. The property is located at 174 N. Star Road in Star, Idaho.

Property Location: The subject property is generally located on the east side of N. Star Road, north of W. State Street. Ada County Parcel No's R0011350085 & S0408336050.

Services for persons with disabilities may be made available if notice is received in advance of the meeting by calling Star City Hall at (208) 286-7247.

Shawn L. Nickel
Planning Director and Zoning Administrator
snickel@staridaho.org



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: City of Star Planning Department *Shawn J. Mink*
MEETING DATE: **April 5, 2022 – PUBLIC HEARING**
FILE(S) #: CUP-22-02 Life Spring Church

OWNER/APPLICANT/REPRESENTATIVE

Applicant/Owner

Life Spring Christian Church
174 N. Star Road
Star, Idaho 83669

Representative:

Mike Maglish
Life Spring Christian Church
174 N. Star Road
Star, Idaho 83669

REQUEST

Request: The Applicant is seeking approval of a Conditional Use Permit to add a temporary modular classroom to their existing church facility. The property is located at 174 N. Star Road in Star, Idaho.

PROPERTY INFORMATION

Property Location: The subject property is generally located on the east side of N. Star Road, north of W. State Street. Ada County Parcel Numbers R0011350085 & R0408336050.

APPLICATION REQUIREMENTS

Pre-Application Meeting Held	March 1, 2022
Neighborhood Meeting Held	March 14, 2022
Application Submitted & Fees Paid	March 17, 202
Application Accepted	March 17, 202
Residents within 300' Notified	March 17, 2022

Agencies Notified	March 17, 2022
Legal Notice Published	March 20, 2022
Property Posted	March 26, 2022

HISTORY

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

ZONING ORDINANCE STANDARDS / COMPREHENSIVE PLAN

UNIFIED DEVELOPMENT CODE:

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

The following zoning districts are hereby established for the interpretation of this title, the zoning districts have been formulated to realize the general purposes as set forth in this title. In addition, the specific purpose of each zoning district shall be as follows:

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

ZONING DISTRICT USES	R	CBD
Portable Classroom/Modular Building (for private & public education)	C	C

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

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front (1)	Rear	Interior Side	Street Side
R-4	35'	15' to living area 20' to garage face	15'	5' per story (2)	20'

Notes:

1. Interior side yard setbacks for lots with 50' or less of lot width shall be allowed 5' interior side yard setbacks for one and two-story structures.
2. Front yard setback shall be measured from the face of the garage to the face of the sidewalk, allowing for 20' of parking on the driveway without overhang onto the sidewalk.

COMPREHENSIVE PLAN:**8.2.3 Land Use Map Designations:****Central Business District**

The Central Business District is planned to be a vibrant downtown center for the community. Uses encouraged are commercial, retail, civic, private offices, and entertainment. High density housing is encouraged on the upper floors of mixed-use buildings and at the fringes of the land use designation. Developments in this district are to place an emphasis on pedestrian and bicycle access and compatibility.

8.3 Goal:

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

8.4 Objectives:

- Implement the Land Use Map and associated policies as the official guide for development.

- Manage urban sprawl in order to minimize costs of urban services and to protect rural areas.
- Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses.

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

- A. The Neighborhood Residential Land Use is to encourage urban style development densities to limit urban sprawl.
- B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivide in the future.

8.5.9 Additional Land Use Component Policies:

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

PROJECT OVERVIEW

CONDITIONAL USE PERMIT:

The applicant is requesting approval of a Conditional Use Permit to add a temporary modular classroom to their existing church facility. This use is allowed in Residential zone through a Conditional Use Permit. The modular unit will be on the land and next to the existing church building. Parking is sufficient, utilizing the current church parking lot. This use is not anticipated to create additional parking needs. A building permit shall be required for any tenant improvements within the unit. Star Fire District requirements shall also be adhered to.

AGENCY RESPONSES

Star Fire District ACHD	Pending March 24, 2022
----------------------------	---------------------------

PUBLIC RESPONSES

No public comments have been received.

STAFF ANALYSIS & RECOMMENDATIONS

Based upon the information provided to staff in the applications and agency comments received to date, staff finds that the proposed conditional use permit meets the requirements, standards and intent for development as they relate to the Unified Development Code and Comprehensive Plan.

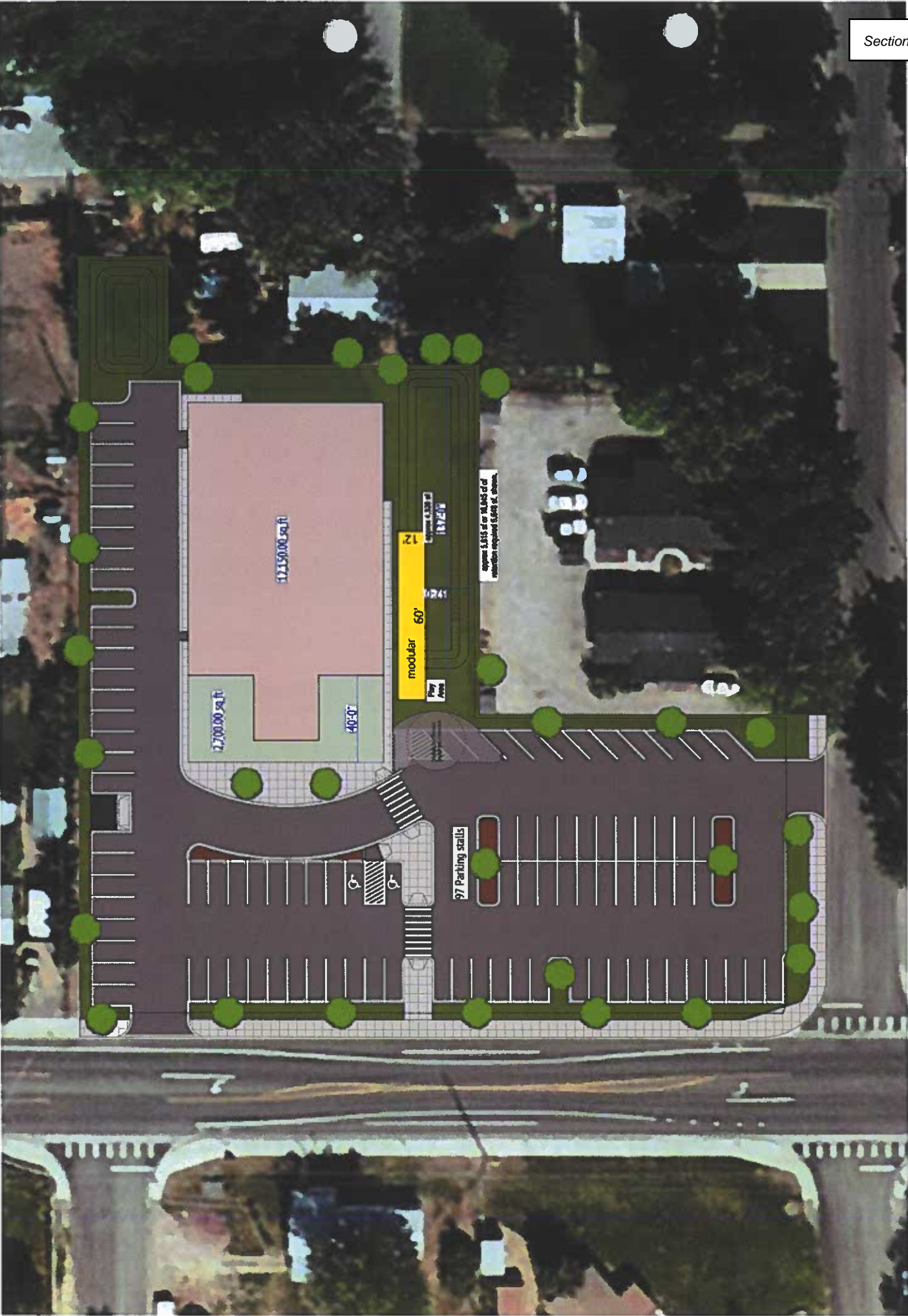
The Council should consider the entire record and testimony presented at their scheduled public hearing prior to rendering its decision on the matter. Should the Council vote to approve the applications, either as presented or with added or revised conditions of approval, Council shall direct staff to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

CONDITIONS OF APPROVAL

- 1. The applicant shall obtain all the proper building permits from the City Building Department prior to occupancy or the unit.
- 2. The Conditional Use Permit may be revoked or modified by the City Council for any violation of any Condition of Approval.
- 3. Any additional Condition of Approval as required by Staff and City Council.
- 4. Any additional Condition of Approval as required by Star Fire Protection District.

COUNCIL DECISION

The Star City Council _____ File Number CUP-21-02 for Life Spring Church on _____, 2022.



March 4th, 2022

To Our Neighbors,

This is to notify you that we intend to add a modular building near the north side of our building. The building will be temporary classroom space we are needing until we are able to expand on to the front of our building.

The entire temporary building project will be in accordance with laws of the Star City Building Department.

If you have any questions or concerns, please attend our neighborhood meeting happening at LifeSpring Christian Church, 174 N. Star Rd on March 14th between 6:30 and 7:00 pm.

Sincerely,



Steve Mehlberg
Board Member



CONDITIONAL USE PERMIT APPLICATION

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

FILE NO.: <u>CU-22-02</u>	Fee Paid: <u>N/C</u>
Date Application Received: <u>3-9-22</u>	
Processed by: City: _____	

Applicant Information:

PRIMARY CONTACT IS: Applicant ☐ Owner ☐ Representative ☐

Applicant Name: LifeSpring Christian Church
Applicant Address: 174 N. Star Rd Star, ID Zip: 83669
Phone: 208-629-2001 Email: larry@mylifespringchurch.org

Owner Name: LifeSpring Christian Church
Owner Address: 174 N. Star Rd Star, ID Zip: 83669
Phone: 208-629-2001 Email: larry@mylifespringchurch.org

Representative (e.g., architect, engineer, developer):

Contact: Mike Maglish Firm Name: LifeSpring Christian Church
Address: 174 N. Star Rd. Star, ID Zip: 83669
Phone: 208-629-2001 Email: mike@mylifespringchurch.org

Property Information:

Site Address: 174 N. Star Rd Star Parcel Number: 20011350085
Requested Condition(s) for Conditional Use: Placing a Modular unit on the southside of building

	Zoning Designation	Comp Plan Designation
Existing	<u>R-4</u>	<u>CBD</u>
Proposed	<u>R-4</u>	<u>CBD</u>
North of site	<u>R-4</u>	<u>Compact Residence</u>
South of site	<u>CBD</u>	<u>CBD</u>
East of site	<u>R-4</u>	<u>CBD</u>
West of site	<u>R-4</u>	<u>CBD</u>

Site Data:

Total Acreage of Site: 1.55
 Proposed Percentage of Site Devoted to Bldg Coverage: _____
 Proposed Percentage of Site Devoted to Landscaping: _____
 Number of Parking spaces: Proposed 85 Required 85
 Requested Front Setback: _____ Requested Rear Setback: 100'
 Requested Side Setback: 25' Requested Side Setback: _____
 Requested Side Setback: _____
 Existing Site Characteristics: This will be next to current building

Number and Uses of Proposed Buildings: 1 building Education classes
 Location of Buildings: Southside of current Building
 Gross Floor Area of Proposed Buildings: 606'
 Describe Proposed On and Off-Site Traffic Circulation: Enter + Exit from N Star Rd + from 15th St.

Proposed Signs – number, type, location: _____
 (include draft drawing) _____

Public Services (state what services are available and what agency is providing the service):

Potable Water - Star Sewer + water
 Irrigation Water - Star Sewer + water
 Sanitary Sewer - Star Sewer + water
 Schools - west Ada School District
 Fire Protection - Star Middleton Fire District
 Roads - ACHD

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

Subdivision/Project Name: _____ Phase: _____

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

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

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

Applicant (✓)	Description	Staff (✓)
2/24/22 SN	Pre-application meeting with Planning Department required prior to neighborhood meeting.	
3/4/22	Copy of neighborhood meeting notice sent to property owners within 300 feet and meeting sign-in sheet. (Please contact the City for addresses & labels) (Applicants are required to hold a neighborhood meeting to provide an opportunity for public review of the proposed project prior to the submittal of an application.)	
3/4/22	Completed and signed Conditional Use Application	
	Fee: Please contact the City for current fee. Fees may be paid in person with check or electronically with credit card. Please call City for electronic payment. Additional service fee will apply to all electronic payments.	
✓	Narrative fully describing the existing use, and the proposed project. (must be signed by applicant)	
	Legal description of the property (word.doc and electronic version with engineer's seal):	
	Copy of recorded warranty deed.	
	If the signature on this application is not the owner of the property, an original notarized statement (affidavit of legal interest) from the owner stating the applicant is authorized to submit this application.	
	One (1) copy of names and addresses printed on address labels, of property owners within three hundred feet (300') of the external boundaries of the property being considered as shown on record in the County Assessor's office. Please contact the City to request addresses and labels.	✓
	List of names(s) and address(es) of all canal or irrigation ditches within or contiguous to the proposed development.	
✓	Vicinity map showing the location of the subject property	
✓	One (1) full-size copy and One (1) 11"x 17" reduction of the Site Plan	
✓	One (1) full-size copy and One (1) 11"x 17" reduction of the landscape plan (if applicable)	
✓	Building elevations showing construction materials	
	Two (2) copies electronic versions of submitted application including signed application, narrative, legal description, warranty deed, vicinity map, site plan, landscape plan, building elevations, <u>shall be submitted in original pdf format (no scans) on a thumb drive only (no discs)</u> with the files named with project name and plan type. We encourage you to also submit at least one (1) color version for presentation purposes.	
	Signed Certification of Posting with pictures. (see attached posting requirements and certification form) – To be completed by application after acceptance of application. Staff will notify applicant of hearing and posting date.	

Site Plan (If applicable):

	The following items must be included on the site plan:	
	• Date, scale, north arrow, and project name	
	• Names, addresses, and phone number of owner(s), applicant, and engineer, surveyor or planner who prepared the site plan	
	• Existing boundaries, property lines, and dimensions of the lot	
	• Relationship to adjacent properties, streets, and private lanes	
	• Easements and right-of-way lines on or adjacent to the lot	
	• Existing and proposed zoning of the lot, and the zoning and land use of all adjacent properties	
	• Building locations(s) (including dimensions to property lines)	
	• Parking and loading areas (dimensioned)	
	• Traffic access drives and traffic circulation (dimensioned)	

	• Open/common spaces	
	• Refuse and service areas	
	• Utilities plan, including the following: Sewer, water, irrigation, and storm drainage (existing & proposed)	
	• All on-site lighting proposed – Must Meet City "Dark Sky" Ordinances	

Landscape Plan (If applicable):

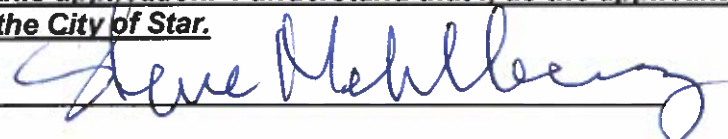
	The following items must be included on the landscape plan:	
	• Date, scale, north arrow, and project name	
	• Names, addresses, and phone numbers of the developer and the person and/or firm preparing the plan	
	• Existing natural features such as canals, creeks, drains, ponds, wetlands, floodplains, high groundwater areas, and rock outcroppings	
	• Location, size, and species of all existing trees on site with trunks 4 inches or greater in diameter, measured 6 inches above the ground. Indicate whether the tree will be retained or removed.	
	• Existing buildings, structures, planting areas, light poles, power poles, walls, fences, berms, parking and loading areas, vehicular drives, trash areas, sidewalks, pathways, storm water detention areas, signs, street furniture, and other man-made elements	
	• Existing and proposed contours for all areas steeper than 20% slope. Berms shall be shown with one-foot contours	
	• Sight Triangles as defined in 8-4 A-7 of this Ordinance	
	• Location and labels for all proposed plants, including trees, shrubs, and groundcovers (trees must not be planted in City water or sewer easements). Scale shown for plant materials shall reflect approximate mature size	
	• Proposed screening structures	
	• Design drawings(s) of all fencing proposed	
	• Calculations of project components to demonstrate compliance with requirements of this ordinance, including: <ul style="list-style-type: none"> ➢ Number of street trees and lineal feet of street frontage ➢ Width of street buffers (exclusive of right-of-way) ➢ Width of parking lot perimeter landscape strip ➢ Buffer width between different land uses ➢ Number of parking stalls and percent of parking area with internal landscaping ➢ Total number of trees and tree species mix ➢ Mitigation for removal of existing trees, including number of caliper inches being removed 	

SIGNS (If applicable):

All signs will require separate submittal of a sign application.

FEE REQUIREMENT:

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

 3/4/22

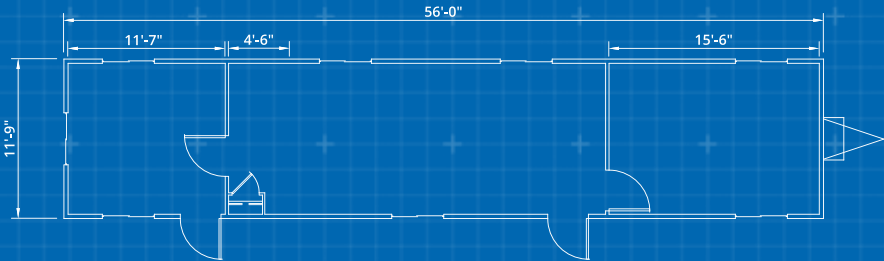


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In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.

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CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 60' Long (including hitch)
- 56' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

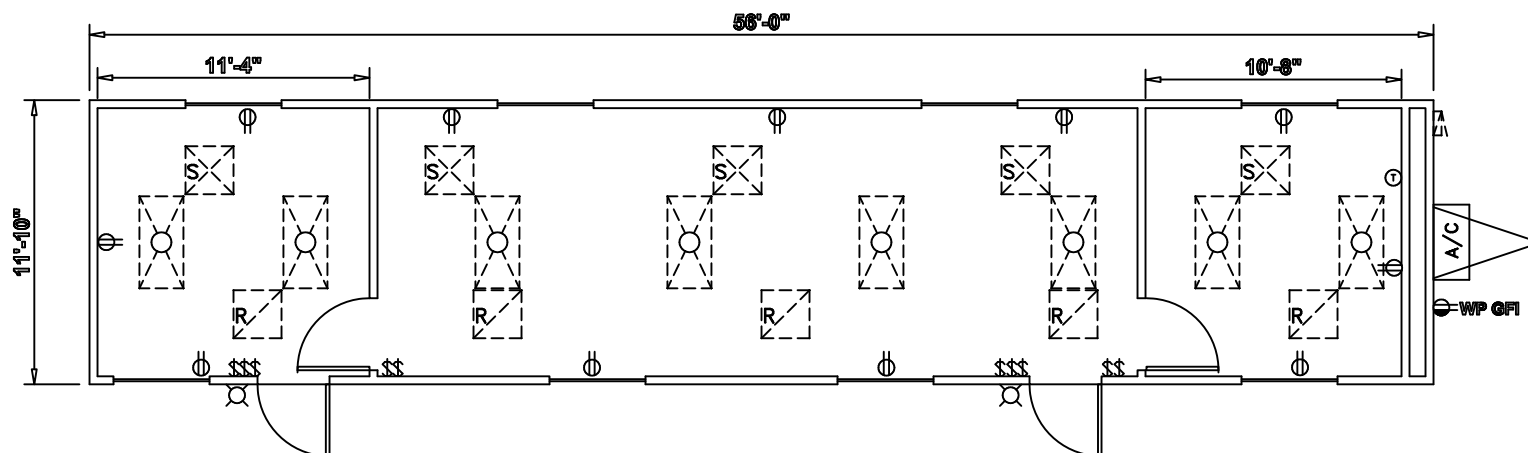
Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



Specifications

Size

- 60' Long (including hitch)
- 56' Box size
- 12' Wide nominal

Interior Finish

- Wood Paneled walls
- Vinyl Tile floors
- Grid ceiling
- Wide open shells available

Electric

- Fluorescent ceiling lights
- Breaker panel

Windows/Doors

- Horizontal slider windows
- Vision panel door/ std lockset

Exterior Finish/Frame

- Wood siding
- I-Beam outrigger frame
- Single ply roof membrane

Heating and Cooling


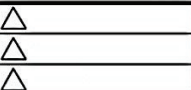
- Central A/C
- Heat in A/C unit

Additional floor plans available. Floor plans and specifications may vary from those shown and are subject to in-stock availability.

CAD FILE: WS2013-	DWG # A-1	REV# 0	REP: .	APPROVAL:
SCALE: 1/8"=1'	SERIAL#:	DATE	DWN BY:	APVL DATE:

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<ol style="list-style-type: none"> 1) RAMP SHALL HAVE A RUNNING SLOPE NOT STEEPER THAN 1/12 (8% SLOPE) 2) THE MAXIMUM VERTICAL RISE OF RAMP RUN SHALL BE 30" MAXIMUM. 3) THE SLOPE PERPENDICULAR TO THE DIRECTION OF TRAVEL AND THE SLOPE ON LANDINGS SHALL NOT BE STEEPER THAN ONE UNIT VERTICAL IN 48 UNITS HORIZONTAL. 4) WHEN CHANGES IN DIRECTION OF TRAVEL OCCUR AT LANDINGS BETWEEN RAMP RUNS, THE LANDING SHALL BE 60"x60" MINIMUM 5) MANEUVERING CLEARANCE ON PULL SIDE OF DOOR SHALL BE 18" ON INTERIOR AND 24" EXTERIOR WITH 60" LANDING IN FRONT OF DOOR. 6) HANDRAILS SHALL BE CONTINUOUS ALONG BOTH SIDES. HANDRAILS SHALL BE PARALLEL WITH THE SURFACE AND PROJECT 12" ON TOP OF RISER AND 12" PLUS ONE TREAD AT BOTTOM RISER. AT RAMP WHERE HANDRAILS ARE NOT CONTINUOUS BETWEEN RUNS, THE HANDRAIL SHALL EXTEND HORIZONTALLY ABOVE THE LANDING 12" MINIMUM BEYOND TOP AND BOTTOM RAMPS 7) TOP OF HANDRAILS SHALL BE MOUNTED BETWEEN 33" AND 36" ABOVE THE SURFACE. 8) CLEARANCE BETWEEN RAIL AND WALL SHALL BE 1 1/2". 9) GUARD RAILS SHALL TO BE DESIGNED FOR A CONCENTRATED LOAD OF 200# APPLIED @ ANY POINT AND ANY DIRECTION ALONG THE RAIL OR A UNIFORM LOAD OF 50#/L. F. APPLIED HORIZONTALLY TO THE GUARD HEIGHT. 10) BALUSTERS ARE INDEPENDENTLY DESIGNED FOR A CONCENTRATE LOAD OF 200# APPLIED TO ONE SQUARE FOOT OF AREA. 11) HANDRAILS SHALL HAVE A CIRCULAR CROSS SECTION WITH AN OUTSIDE MAXIMUM DIAMETER OF 1 1/4" MINIMUM AND 2" MAXIMUM. 12) GRIPPING SURFACE SHALL BE UNINTERRUPTED BY POSTS OR OTHER CONSTRUCTION ELEMENTS OR OBSTRUCTIONS. 13) HANDRAILS SHALL NOT ROTATE IN THEIR FITTINGS. 14) ENDS OF HANDRAILS SHALL RETURN SMOOTHLY TO FLOOR, WALL OR POST. 15) STEPS, RAMPS AND PLATFORMS SHALL BE DESIGNED FOR 100 PSF LIVE LOAD. 16) SUBMIT SHOP DRAWINGS FOR APPROVAL 	<p>REFERENCE: IBC 2009</p> <p>DESIGN LOADS LIVE LOAD - 100 PSF HANDRAIL IMPACT - 200 LB, OR 50 PLF</p> <p>MATERIALS ROUND STEEL TUBE - ASTM A513 $F_y = 35$ KSI SQUARE STEEL TUB - ASTM A500 GR. B $F_y = 21$ KSI ALUMINUM SHEET - 3003-H22: $F_{ty} = 27$ KSI, $F_{cy} = 14$ KSI OR, 5052-H34: $F_{ty} = 24$ KSI, $F_{cy} = 24$ KSI</p> <p>WELDS WELDING SHALL BE IN ACCORDANCE WITH AWS D.1.1.88 USING E70XX ELECTRODES FOR STEEL</p>	<div style="text-align: center;">  <p>R. S. TAVARES ASSOCIATES DESIGNING CONSULTING PROJECT MGMT 19875 W. Bernardo Dr. Suite 200 San Diego, CA 92127 604.644.1344 3234 North La B. Suite D Riverside, CA 92507 951.883.8828 www.rs-tavares.com</p> </div> <p>THE PLANS, IDEAS & DESIGNS SHOWN ON THESE DRAWINGS ARE THE PROPERTY OF R. S. TAVARES ASSOCIATES, DEVISED SOLELY FOR THIS CONTRACT. THESE PLANS SHALL NOT BE USED, IN WHOLE OR IN PART, FOR ANY PURPOSE FOR WHICH THEY WERE NOT INTENDED WITHOUT THE EXPRESS WRITTEN CONSENT OF R. S. TAVARES ASSOCIATES.</p> <div style="text-align: center;">  </div> <p>PROFESSIONAL STAMP</p>
<p>1 RAMP NOTES</p>	<p>2 STRUCTURAL NOTES</p>	<p>SCALE: NONE</p>
<p>1 RAMP NOTES</p>	<p>3 NOT USED</p>	<p>SCALE: NONE</p>

PROJECT TITLE

COMPLETE ACCESS

35' RAMPS

SHEET TITLE

RAMP WITH SWITCHBACK

NOTES

PROJECT NUMBER 13117	DATE 6-25-13
DRAWN BY	CHECKED BY

SHEET NO.

A1.0

R-3



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PROFESSIONAL STAMP

PROJECT TITLE

COMPLETE ACCESS
35' RAMPS

SHEET TITLE

RAMP WITH
 SWITCHBACK
**FLOOR PLAN
 & SIDE VIEW**

PROJECT NUMBER
 13117

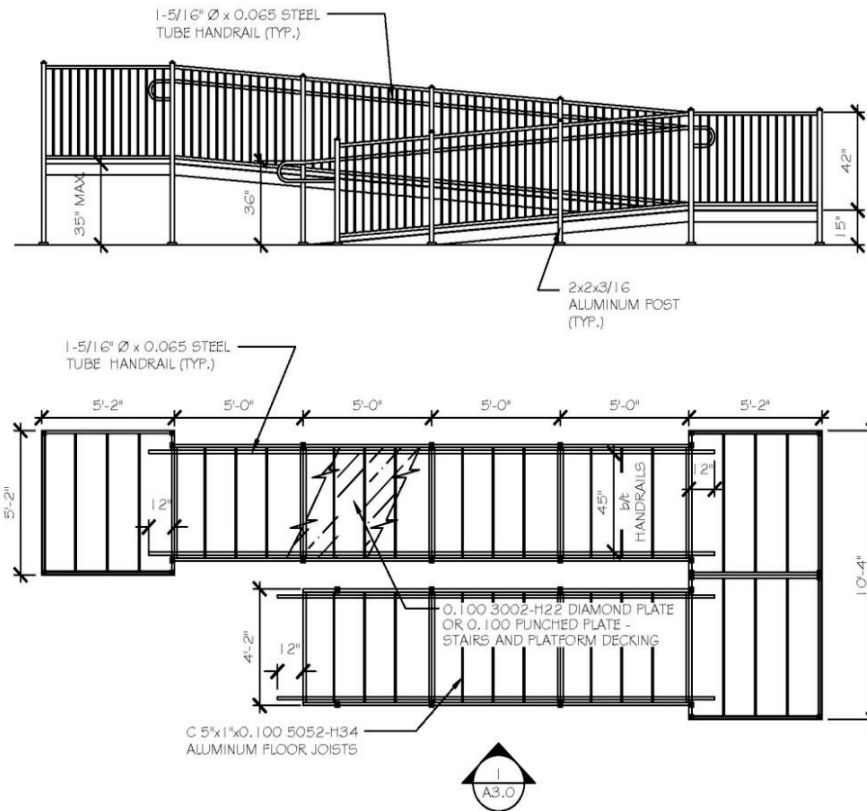
DATE
 6-25-13

DRAWN BY

CHECKED BY

SHEET NO.

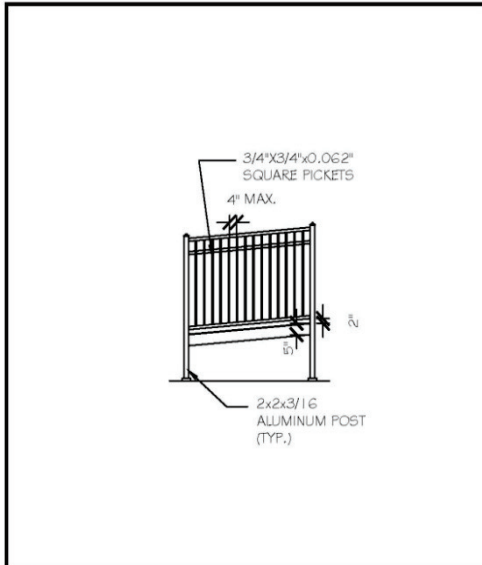
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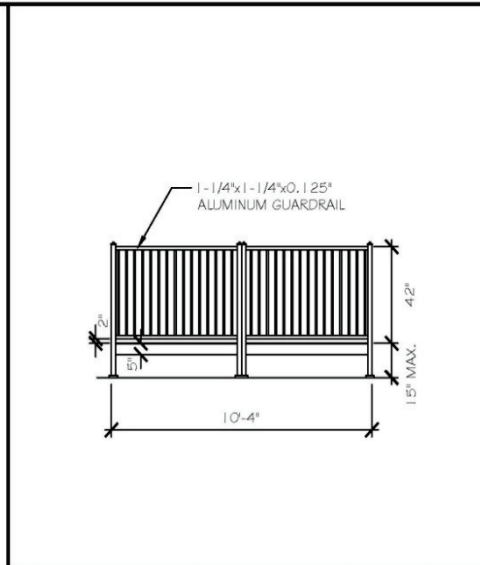
1 RAMP FLOOR PLAN AND SIDE VIEW

SCALE: 1/4"=1'-0"

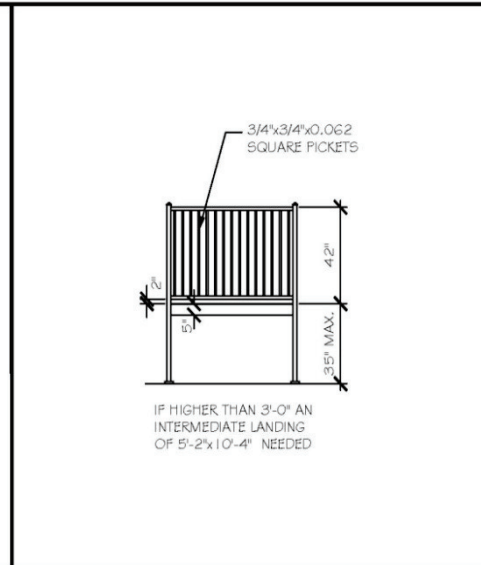
R-4



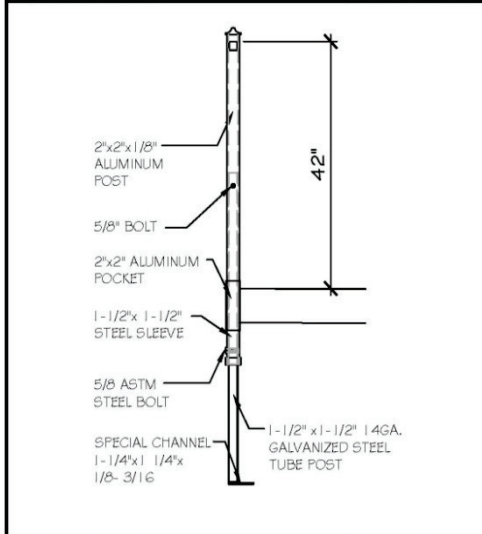
1 RAMP SIDE RAIL SCALE: $\frac{1}{4}"=1'-0"$



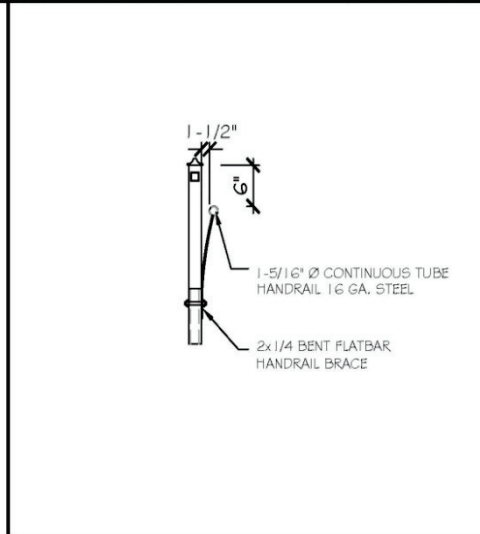
2 RAMP LANDING RAIL SCALE: $\frac{1}{4}"=1'-0"$



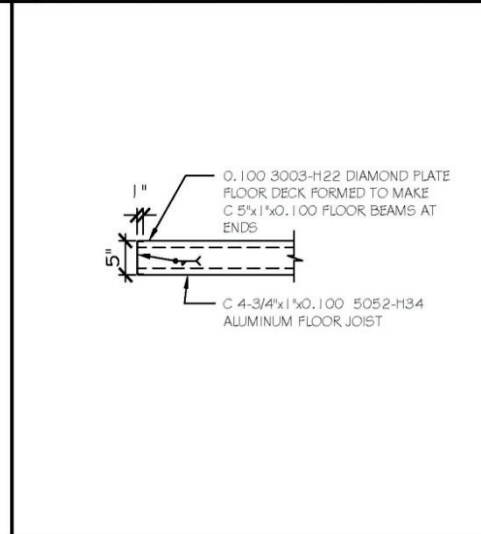
3 RAMP LANDING RAIL SCALE: $\frac{1}{4}"=1'-0"$




4 POST DETAIL SCALE: $\frac{3}{4}"=1'-0"$



5 HANDRAIL DETAIL SCALE: $\frac{3}{4}"=1'-0"$



6 DECK CONNECTION SCALE: $\frac{3}{4}"=1'-0"$

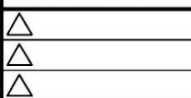


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PROFESSIONAL STAMP

PROJECT TITLE

COMPLETE ACCESS

35' RAMPS

SHEET TITLE

RAMP WITH SWITCHBACK

DETAILS

PROJECT NUMBER 13117	DATE 6-25-13
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A3.0