

**CITY COUNCIL REGULAR MEETING AGENDA**City Hall - 10769 W State Street, Star, Idaho  
Tuesday, December 06, 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** – Jakob King – Eagle Christian Church
3. **ROLL CALL**
4. **CONSENT AGENDA (ACTION ITEM)** *\*All matters listed within the Consent Agenda have been distributed to each member of the Star City Council for reading and study, they are considered to be routine and will be enacted by one motion of the Consent Agenda or placed on the Regular Agenda by request.*
  - A. **Findings of Fact: Glendora Subdivision (FILE: PP-22-07)**
  - B. **Findings of Fact: Saunders Subdivision (FILES: PP-22-10 / PR-22-06)**
  - C. **Findings of Fact: Travis Chelsey Annexation (FILES: AZ-22-05 / DA-22-10)**
  - D. Approval of Claims Provided & Previously Approved
5. **ACTION ITEMS:**
  - A. **Tabled from November 7, 2022 - Ordinance 374-2022 - Barron Properties Rezone & Development Agreement:** AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 342 S. CALHOUN PLACE, IN STAR, IDAHO (ADA COUNTY PARCELS S0416120900); THE PROPERTY IS OWNED BY BPS CALHOUN COMM LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS COMMERCIAL WITH A DEVELOPMENT AGREEMENT (C-2-DA) OF APPROXIMATELY 11.38 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE. **(ACTION ITEM)**
  - B. **Equipment Lease Purchase Agreement (Joint Powers & Interagency Agreement):** An agreement between the City of Star and the Star Fire Protection District regarding 2018 Ladder Truck **(ACTION ITEM)**
6. **PUBLIC HEARINGS with ACTION ITEMS:**
  - A. **PUBLIC HEARING: Colt Heights Subdivision (FILES: PP-22-09 & PR-22-03)** - The Applicant is seeking approval of a Preliminary Plat and Private Street for a proposed residential subdivision consisting of 5 residential lots and 2 common lots. The property is located on the north side of the existing Colt Place Subdivision in Star, Idaho, and consists of 10.96 acres with a proposed density of .46 dwelling units per acre. **(ACTION ITEM)** - INITIALLY TABLED FROM NOVEMBER 15, 2022 TO DECEMBER 6, 2022 - **TABLE TO JANUARY 3, 2023**
  - B. **PUBLIC HEARING: Gary & Teri Oppen Annexation (FILES: AZ-22-14 / DA-22-15):** The Applicant is seeking approval of an Annexation and Zoning, and Development Agreement for their property located at 3130 N. Can Ada Road in Star, Idaho. The property consists of 5-acres. **(ACTION ITEM)**
7. **ADJOURNMENT**



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The meeting can be viewed via a link posted to the City of Star website at [staridaho.org](http://staridaho.org). Information on how to participate in a public hearing remotely will be posted to [staridaho.org](http://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

**FINDINGS OF FACT AND CONCLUSIONS OF LAW  
GLENDDORA SUBDIVISION  
PP-22-07**

The above-entitled Preliminary Plat land use application came before the Star City Council for their action on October 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 a Preliminary Plat for a proposed residential subdivision consisting of 13 residential lots and 4 common lots. The property is located at 9666 W. Floating Feather Road in Star, Idaho. The property contains 4.35 acres with a proposed density of 2.98 dwelling units per acre. The property is currently zoned R-3. The subject property is generally located on the north side of W. Floating Feather Road, at the northwest corner of N. Plummer Road and Floating Feather Road. Ada County Parcel No. S0405449930.

*B. Application Submittal:*

A neighborhood meeting was held on May 11, 2022, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on August 2, 2022.

*C. Notice of Public Hearing:*

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on September 25, 2022. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on September 21, 2022. Notice was sent to agencies having jurisdiction in the City of Star on August 2, 2022. The property was posted in accordance with the Star Unified Development Code on October 7, 2022.

*D. History of Previous Actions:*

The property was annexed into the City in the past, however, Staff cannot find information in the files on when it was annexed.

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

	<b>Zoning Designation</b>	<b>Comp Plan Designation</b>	<b>Land Use</b>
<b>Existing</b>	Residential (R-3)	Estate Urban Residential	Single-Family Residential/Agricultural
<b>Proposed</b>	Residential (R-3)	Estate Urban Residential	Single-Family Residential/Agricultural
<b>North of site</b>	Residential (R-4-DA)	Estate Urban Residential	Approved Langtree Bungalows Subdivision
<b>South of site</b>	RUT (County)	Estate Urban Residential	Single-Family Residential/Agricultural
<b>East of site</b>	Residential (R-3)	Estate Urban Residential	Star Cemetery District
<b>West of site</b>	Residential (R-4-DA)	Estate Urban Residential	Approved Langtree Bungalows Subdivision

F. *Development Features.*

**PRELIMINARY PLAT:**

Glendora Subdivision consists of 13 single-family detached residential lots and 4 common lots for a total of 17 lots. Residential lots range in size from 6,967 square feet to 15,554 square feet with an average buildable lot size of 8,846 square feet. The gross density of the development is 2.98 dwelling units per acre. The submitted preliminary plat is showing all local roads with a 47-foot wide right of way with paved streets measuring 36 feet from back of curb to back of curb. Primary access for the development will be on a new public street that originates from W. Floating Feather Road. Sidewalks are proposed to be detached with a 5-foot, concrete sidewalk and a 10-foot landscape strip. Street names must be obtained by the Ada County Street Naming Committee prior to signature of the final plat. The applicant is proposing 0.95 acres (21.8%) of qualified open space with 0.70 acres (16.1%) of usable open space which satisfies the Unified Development Code.

The Unified Development Code, Section 8-4E-2 requires a development of this size to have a minimum of 1 site amenity. The applicant is proposing a picnic area/table in the large common lot that is also large enough to classify as an amenity under the code.

**ADDITIONAL DEVELOPMENT FEATURES:**

- Sidewalks  
Sidewalks are proposed at five-foot (5') widths and will be detached throughout the overall subdivision. This satisfies the Unified Development Code Section 8-4A-17.
- Lighting  
Streetlights shall reflect the "Dark Sky" criteria with all lighting. The same streetlight design shall continue throughout the entire development. The applicant has submitted a streetlight design that is in compliance with city requirements. The Applicant has not provided streetlight locations. Staff will require a light at the entrance of the development. One at the cul-de-sac and one at the site amenity.
- 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. The proposed landscape plan appears to satisfy these requirements.
- Mailbox Clusters – Applicant has provided approval from the Star Postmaster for the location of the mailbox cluster.
- Streets – Applicant is proposing a 47-foot wight of way with streets being 36 feet measured from back of curb to back of curb. This satisfies the Unified Development Code.
- Street Names  
**Applicant has not provided documentation from Ada County that the street names are acceptable and have been approved. This will be required at final plat**
- Subdivision Name  
Applicant has provided a letter from Ada County that the subdivision name has been approved and reserved for this development.
- Setbacks – The applicant is not requesting any setback waivers and will adhere to the setbacks of the R-3 zone, including 7.5' side yard setbacks.
- Block lengths – The single block meet the 750' block length requirement.
- Phasing – The development is proposing to be built out in a single phase.

**ITD PROPORTIONATE SHARES**

The subdivision will be subject to the proportionate shares program through ITD.

H. *On-Site Features:*

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

I. *Agencies Responding:*

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

Middleton Mill Ditch Co.	August 4, 2022
City Engineer	October 4, 2022
Star Trans. & Pathway Committee	August 29, 202
ACHD	August 29, 2022
Star Fire District	October 12, 2022

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

No public comments have been received.

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

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Estate Urban Residential:

Suitable primarily for single family residential use. Densities in this land use area are a maximum of 3 dwelling 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 immediately adjacent to existing residential lots of greater than one acre where those existing larger lots are not likely to be subdivided in the future. Clustering is allowed to preserve open space.

### 8.3 Goal:

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

### 8.4 Objectives:

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

### 8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

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

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

### 8.5.9 Additional Land Use Component Policies:

- Encourage flexibility in site design and innovative land uses.
- Encourage landscaping to enhance the appearance of subdivisions, structures, and parking areas.
- Require more open space and trees in subdivisions.
- Work with Ada County Highway District (ACHD), Canyon Highway District #4 (CHD4), and Idaho Department of Transportation (ITD) for better coordination of roadway and access needs.
- Support well-planned, pedestrian-friendly developments.

- Dark sky provision should be adopted within the code to assure down style lighting in all developments and Star should consider joining the International Dark Sky Association.
- The City should utilize the 2018 Treasure Valley Tree Selection Guide when requiring trees within developments.

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:

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

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

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

**8-3A-3: USES WITHIN ZONING DISTRICTS**

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

Zoning District Uses	A	RR	R
Dwelling:			
Multi-Family	N	N	C
Secondary	A	A	A



Single-Family Attached	N	N	P
Single-Family Detached	P	P	P
Two-Family Duplex	N	N	P
Live/Work Multi-Use	N	N	N

Notes:

1. Indicates uses that are subject to specific use standards in accord with chapter 5 of this title.

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

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front(1)	Rear	Interior Side	Street Side
R-3	35'	15' to living area/side load garage 20' to garage face	15'	7.5' <sup>(2)</sup>	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. Zero-Lot-Line and reduced front and rear setback waivers may be requested through the Development Agreement process. All other side yard setback requests for detached structures shall not be granted waivers, unless as part of a Planned Unit Development.
3. All setbacks in the CBD, C-1, C-2, LO, IL, PS, RC and M-U zone shall maintain a minimum 15' when adjacent to a residential use or zone.
4. As approved by the Fire District.

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

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

1. The total land area of all common open space shall equal or exceed fifteen percent (15%) of the gross land area of the development. Ten percent (10%) of that area shall be usable open space.

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

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

1. Any open space that is active or passive in its intended use, and accessible or visible by all residents of the development, including, but not limited to:
  - a. Open grassy area of at least fifty feet by one hundred feet (50' x 100') in area;
  - b. Qualified natural areas;
  - c. Ponds or water features where active fishing, paddle boarding or other activities are provided (50% qualifies towards total required open space, must be accessible by all residents to qualify.) ponds must be aerated;
  - d. A plaza.
2. Additions to a public park or other public open space area.
3. The buffer area along collector and arterial streets may be included in required overall common open space for residential subdivisions.
4. Parkway along local residential streets with detached sidewalks that meet all the following standards may count toward the common open space requirement:
  - a. The parkway is a minimum of eight feet (8') in width from street curb to edge of sidewalk and includes street trees as specified otherwise herein.
  - b. Except for alley accessed dwelling units, the area for curb cuts to each residential lot or common driveway shall be excluded from the open space calculation. For purposes of this calculation, the curb cut area shall be a minimum area of twenty-six feet (26') by the width of the parkway.
  - c. Stormwater detention facilities do not qualify to meet the common area open space requirements, unless all of the following is met:
    1. Must be at least fifty feet by one hundred feet (50' x 100') in area;
    2. Specifically designed as a dual use facility, as determined by the administrator, to include minimal slopes, grass throughout, and guarantee of water percolation within 24 hours of

storm event.

3. Is located in a development that has a second usable open space area that contains a qualified site amenity as herein defined.

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

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

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

**8-6A-7: PRELIMINARY PLAT FINDINGS:**

1. The plat is in conformance with the Comprehensive Plan;

*The Council finds that the Preliminary Plat, as originally submitted and accepted meets all requirements associated with Section 8-6A-3 of the UDC and is consistent with the Comprehensive Plan and will meet the intent of the Land Use designation. Further, the property is required to develop under the guidelines of the Comprehensive Plan and requirements of the Unified Development Code.*

- 2. Public Services are available or can be made available and are adequate to accommodate the proposed development;

*The Council finds that Agencies having jurisdiction on this parcel were notified of this action. The City has not received notice that public services are not available or cannot be made available for this development. Emergency services were reviewed and mitigation recommended by the Star Fire District.*

- 3. There is public financial capability of supporting services for the proposed development; *The Council finds that the City has not received notice from any jurisdictional agency that there are any problems with public financial capability for this development.*

- 4. The development will not be detrimental to the public health, safety or general welfare; *The Council finds that the City has not been made aware of any known detriment that will be caused by this development. Residential uses are a permitted use and are compatible with other residential uses in the immediate area.*

- 5. The development preserves significant natural, scenic or historic features; *The Council finds that there are no known natural, scenic, or historic features that have been identified with this Preliminary Plat. The property has been in previous agricultural production.*

**Public Hearing of the Council:**

a. A public hearing on the application was heard by the City Council on October 18, 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:

- Stephanie Hopkins, KM Engineering

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 rezone and preliminary plat application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the development. Review and discussion included development layout, access and street configuration, pathways and irrigation and drainage. The Council placed conditions of approval on the application to address pathway connections. Council concluded that the Applicant's request, as conditioned, meets the requirements for annexation, rezone, and preliminary plat. Council concluded that the Applicant's request, as conditioned, meets the requirements for a preliminary plat private street. Council hereby incorporates the staff report dated October 18, 2022 into the official decision as part of these Findings of Fact, Conclusions of Law.

**Statement of Compliance:**

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

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

- **Applicant shall work with the City on the connection of their irrigation ditch with the City's tiling project for the school pathway**
- **Applicant shall continue the pathway on the northeast corner of the property and connect to the Langtree Bungalows pathway**
- **The pathway located in the middle of the development's common area will be a constructed with hard surface, preferably concrete.**

**Conditions of Approval:**

1. The approved Preliminary Plat for the Glendora Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **The applicant agrees to proportionate share assessment by ITD regarding impacts to the State Highway System. ITD has calculated the fees to be \$1,000.00 per residential lot. These fees will be collected by the City of Star, by phase, prior to final plat signature.**
3. **Applicant shall work with the City on the connection of their irrigation ditch with the City's tiling project for the school pathway.**
4. **Applicant shall continue the pathway on the northeast corner of the property and connect to the Langtree Bungalows pathway.**
5. **The pathway located in the middle of the development's common area will be a constructed with hard surface, preferably concrete.**
6. **Applicant shall meet all the setback requirements in the Unified Development Code Section 8-3A-4.**
7. 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. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall place lights at the entrance of subdivision, at the cul-de-sac and the site amenity. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
8. 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.
9. **Prior to signing the final plat, Applicant shall provide approval from Ada County for all street names and they should be accurately reflected on the plat**
10. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
11. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
12. 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.
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. 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 copy of the CC&R's shall be submitted to the City of Star at Final Plat.
- 16. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met, including annexation into the District.
- 17. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance, unless amended in the Development Agreement or CUP conditions.
- 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. All common areas shall be owned and maintained by the Homeowners Association.
- 20. 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.**
- 21. A sign application is required for any subdivision signs.

**Council Decision:**

The Council voted 4-0 to approve the Preliminary Plat for Glendora Subdivision on October 18, 2022.

Dated this 6th day of December 2022.

Star, Idaho

By: \_\_\_\_\_

Trevor A. Chadwick, Mayor

ATTEST:

\_\_\_\_\_  
Jacob M. Qualls, City Clerk

**FINDINGS OF FACT AND CONCLUSIONS OF LAW  
SAUNDERS ESTATES SUBDIVISION  
PP-22-10/PR-22-06**

The above-entitled Preliminary Plat and Private Street land use applications came before the Star City Council for their action on October 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 a Preliminary Plat and Private Street for a proposed residential subdivision consisting of 5 residential lots and 1 common lot. The property is located at 3222 N. Cherry Grove Way in Star, Idaho and consists of 4.6 acres with a proposed density of 1.08 dwelling units per acre. The subject property is generally located near the northwest corner of N. Wing Road and W. Beacon Light Road. Ada County Parcel No. S0332346600.

*B. Application Submittal:*

A neighborhood meeting was held on May 21, 2022, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on September 13, 2022.

*C. Notice of Public Hearing:*

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on September 25, 2022. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on September 21, 2022. Notice was sent to agencies having jurisdiction in the City of Star on August 11, 2022. The property was posted in accordance with the Star Unified Development Code on October 7, 2022.

*D. History of Previous Actions:*

January 7, 2021      Lot Split Application (LS-20-03) was approved for Gary Saunders.  
September 15, 2020      Council Approved Annexation and Zoning (AZ-20-13).



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

	<b>Zoning Designation</b>	<b>Comp Plan Designation</b>	<b>Land Use</b>
<b>Existing</b>	Residential (R-2-DA)	Estate Urban Residential	Single-Family Residential/Agricultural
<b>Proposed</b>	Residential (R-2-DA)	Estate Urban Residential	Single-Family Residential/Agricultural
<b>North of site</b>	RUT (County)	Estate Urban Residential	Single-Family Residential/Agricultural
<b>South of site</b>	Residential (R-3)	Estate Urban Residential	Greendale Sub. No. 3
<b>East of site</b>	Residential (R-2-DA)	Estate Urban Residential	Single Family Residential
<b>West of site</b>	Residential (R-3-DA)	Estate Urban Residential	Collina Vista No. 2

F. *Development Features.*

**PRELIMINARY PLAT & PRIVATE STREET:**

Saunders Ridge Estates Subdivision consists of 5 single-family detached residential lots and 1 common lots for a total of 5 lots. Residential lots range in size from .40 acres to 1.65 acres with an average buildable lot size of .88 acres. The gross density of the development is 1.08 dwelling units per acre. Lot 1 on the proposed preliminary plat contains an existing house and will be platted with the proposed Saunders ridge Estates Subdivision.

Primary access for lots 1 and 2 will be taken from N. Cherry Grove Way via separate driveways. Access for lots 3-5 will be taken from a private street off N. Greengate. The private street will be a hammerhead that each lot will take access from. The hammerhead will provide turn around access for the fire department. The access and turn-around shall be approved by the Fire District.

Section 8-4E-2 of the UDC allows Council to waive landscaping requirements for subdivisions with densities of 1 acre or less. Given the large lot size and rural nature of this development, staff is supportive of the waiver for open space.

**ADDITIONAL DEVELOPMENT FEATURES:**

- Lighting

Streetlights shall reflect the "Dark Sky" criteria with all lighting. The same streetlight design shall continue throughout the entire development. The applicant has submitted a streetlight design that is in compliance with city requirements. The Applicant has not provided streetlight locations. Staff will require a light at the end of each cul-de-sac. Additional streetlights may be required by the Fire District.

- Landscaping – This subdivision will not have landscaping due to its location and the intent of the private street
- Mailbox Clusters – Applicant has provided approval from the Star Postmaster for the location of the mailbox cluster.
- Street Names  
Applicant has provided documentation from Ada County that the street names are acceptable and have been approved.
- Subdivision Name  
Applicant has provided a letter from Ada County that the subdivision name has been approved and reserved for this development.
- Setbacks – The applicant will adhere to the setbacks of the R-2 zone.
- Block lengths – The single block meet the 750' block length requirement.

H. *On-Site Features:*

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

I. *Agencies Responding:*

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



City Engineer	October 4, 2022
Star Trans. & Pathway Committee	August 29, 2022
ACHD	September 6, 2022
HRM Pipeline – Jerry Kiser	September 27, 2022
Star Fire District	October 12, 2022

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

Lcdr. Wes Stanfield, USN (RET)

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

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Estate Rural Residential:

Suitable primarily for single family residential use. Densities in this land use area are a maximum of 2 dwelling 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 immediately adjacent to existing residential lots of greater than one acre where those existing larger lots are not likely to be subdivided in the future. Clustering is allowed to preserve open space.

8.3 Goal:

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

8.4 Objectives:

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

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

- A. The Neighborhood Residential Land Use is to encourage urban style development densities to limit urban sprawl.
- B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivided in the future.

8.5.9 Additional Land Use Component Policies:

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

Unified Development Code:

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

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

**8-3A-3: USES WITHIN ZONING DISTRICTS**

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

Zoning District Uses	A	RR	R
Dwelling:			
Multi-Family	N	N	C
Secondary	A	A	A
Single-Family Attached	N	N	P
Single-Family Detached	P	P	P
Two-Family Duplex	N	N	P
Live/Work Multi-Use	N	N	N

Notes:

1. Indicates uses that are subject to specific use standards in accord with chapter 5 of this title.

**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-2	35'	20'	20'	10'	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. Zero-Lot-Line and reduced front and rear setback waivers may be requested through the Development Agreement process. All other side yard setback requests for detached structures shall not be granted waivers, unless as part of a Planned Unit Development.
3. All setbacks in the CBD, C-1, C-2, LO, IL, PS, RC and M-U zone shall maintain a minimum 15' when adjacent to a residential use or zone.
4. As approved by the Fire District.

**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: COMMON OPEN SPACE AND SITE AMENITY REQUIREMENTS - STANDARDS:**

- A. Open Space and Site Amenity Requirement (see also Chapter 8 “Architectural Review”):
  - 1. The total land area of all common open space shall equal or exceed fifteen percent (15%) of the gross land area of the development. Ten percent (10%) of that area shall be usable open space.
  - 2. Each development is required to have at least one site amenity.

3. One additional site amenity shall be required for each additional twenty (20) acres of development area, plus one additional amenity per 75 residential units.

4. Developments with a density of less than 1 dwelling units per acre may request a reduction in total required open space and amenities to the Council. Developments with a density of less than 2 dwelling units per acre may request a 50% reduction in total required open space to the Council.

5. For multi-family developments, see Section 8-5-20 for additional standards.

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

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

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

b. Qualified natural areas;

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

d. A plaza.

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

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

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

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

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

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

1. Must be at least fifty feet by one hundred feet (50' x 100') in area;

2. Specifically designed as a dual use facility, as determined by the administrator, to include minimal slopes, grass throughout, and guarantee of water percolation within 24 hours of storm event.



3. Is located in a development that has a second usable open space area that contains a qualified site amenity as herein defined.

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

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

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

**8-6A-7: PRELIMINARY PLAT FINDINGS:**

1. The plat is in conformance with the Comprehensive Plan;  
*The Council finds that the Preliminary Plat, as originally submitted and accepted 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 street 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 October 18, 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:

- Gary Saunders, Applicant
- Mike Garza
- Steven Garza
- Lloyd Akins

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 rezone and preliminary plat application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the development. Review and discussion included development layout, access and street configuration and irrigation and drainage. The Council accepted conditions of approval proposed by staff. Council concluded that the Applicant’s request, as conditioned, meets the requirements for a preliminary plat private street. Council hereby incorporates the staff report dated October 18, 2022 into the official decision as part of these Findings of Fact, Conclusions of Law.

**Statement of Compliance:**

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

**Conditions of Approval:**

1. The approved Preliminary Plat for the Saunders Ridge Estates Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **Per the recorded Development Agreement, the applicant agrees to proportionate share assessment by ITD regarding impacts to the State Highway System. ITD has calculated the fees to be \$1,000.00 per residential unit. These fees will be collected by the City of Star, by phase, prior to final plat signature.**
3. **Applicant shall meet all the setback requirements in the Unified Development Code Section 8-3A-4 for the R-2 zone.**
4. 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. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall place lights at the entrance of subdivision, at the end of the existing cul-de-sac. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
5. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application. **The applicant shall work with HRM Pipeline regarding irrigation water.**
6. Private street must be built to fire district standards and pass an inspection by the Fire Marshall prior to use.
7. **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.**
8. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
9. 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.
10. 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.
11. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
12. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
13. 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.

- 14. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance, unless amended in the Development Agreement or CUP conditions.
- 15. 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.
- 16. All common areas shall be owned and maintained by the Homeowners Association.
- 17. 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.**
- 18. A sign application is required for any subdivision signs.

**Council Decision:**

The Council voted 4-0 to approve the Preliminary Plat and Private Street for Saunders Estates Subdivision on October 18, 2022.

Dated this 6th day of December 2022.

Star, Idaho

By: \_\_\_\_\_

Trevor A. Chadwick, Mayor

ATTEST:

\_\_\_\_\_  
Jacob M. Qualls, City Clerk

**FINDINGS OF FACT AND CONCLUSIONS OF LAW  
TRAVIS CHESLEY ANNEXATION  
AZ-22-05/DA-22-10**

The above-entitled Annexation and Development Agreement application came before the Star City Council for their action on October 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 Annexation and Zoning (RUT to R-1-DA), and a Development Agreement. The property is located at 2351 N. Brandon Road in Star, Idaho, and consists of 4.8 acres. The subject property is generally located on the west side of N. Brandon Road and south of W. New Hope Road. Ada County Parcel No. S0405325500.

*B. Application Submittal:*

A neighborhood meeting was held on June 17, 2022, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on August 11, 2022.

*C. Notice of Public Hearing:*

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on September 25, 2022. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on September 21, 2022. Notice was sent to agencies having jurisdiction in the City of Star on August 11, 2022. The property was posted in accordance with the Star Unified Development Code on October 5, 2022.

*D. History of Previous Actions:*

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

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

	<b>Zoning Designation</b>	<b>Comp Plan Designation</b>	<b>Land Use</b>
<b>Existing</b>	RUT (County)	Estate Urban Residential	Agricultural/Single Family Residential
<b>Proposed</b>	Residential (R-1-DA)	Estate Urban Residential	Agricultural/Single Family Residential
<b>North of site</b>	RUT (County)	Estate Urban Residential	Agricultural/Single Family Residential
<b>South of site</b>	RUT (County)	Estate Urban Residential	Agricultural/Single Family Residential
<b>East of site</b>	Residential (R-4-DA)	Estate Urban Residential	Approved Sellwood Subdivision
<b>West of site</b>	Residential (R-3)	Estate Urban Residential	Agricultural

F. *Development Features.*

**ANNEXATION & REZONE:**

The applicant is requesting approval of an annexation and zoning application with a zoning designation of Residential (R-1-DA) on 4.8 acres. This zoning district would allow for a maximum residential density of 1 dwelling unit per acre. The property is located in an area that will be serviceable with central sewer and water provided by Star Sewer and Water District in the near future. The property will be accessed from N. Brandon Road, as it is today. The rezone request includes a development agreement.

The property owners intent is to annex and zone the property and then split the property into two parcels. The owner intends to keep the two parcels and build a new home on the newly created parcel. The newly created lot will have frontage on N. Brandon Road. Council should discuss whether to condition sidewalks along N. Brandon Road as this may be the only opportunity to get this portion of sidewalk built.

**DEVELOPMENT AGREEMENT**

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

- Density
- Future Development
- Sidewalk along the property for Brandon Road

- ITD Proportionate Share Fees

H. *On-Site Features:*

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

I. *Agencies Responding:*

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

ACHD	August 31, 2022
City Engineer	August 23, 2022
DEQ	August 12, 2022
Ada County Development Services	August 19, 2022
Star Fire District	October 12, 2022

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

No public comments have been received.

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

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Estate Urban Residential:

Suitable primarily for single family residential use. Densities in this land use area are a maximum of 3 dwelling 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 immediately adjacent to existing residential lots of greater than one acre where those existing larger lots are not likely to be subdivided in the future. Clustering is allowed to preserve open space.

### 8.3 Goal:

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

### 8.4 Objectives:

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

### 8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

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

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

### 8.5.9 Additional Land Use Component Policies:

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

### 18.4 Implementation Policies:

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

Unified Development Code:

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

B. Standards:

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

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

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

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

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

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

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

**8-3A-3: USES WITHIN ZONING DISTRICTS**

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

<b>ZONING DISTRICT USES</b>	<b>A</b>	<b>R-R</b>	<b>Section 4, Item C.</b>
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-4: ZONING DISTRICT DIMENSIONAL STANDARDS:**

<b>Zoning District</b>	<b>Maximum Height Note Conditions</b>	<b>Minimum Yard Setbacks Note Conditions</b>			
		<b>Front (1)</b>	<b>Rear</b>	<b>Interior Side</b>	<b>Street Side</b>
R-1	35'	30'	30'	10'	20'

Notes:

1. Interior side yard setbacks for lots with 50' or less of lot width shall be allowed 5' interior side yard setbacks for one and two-story structures.
2. Front yard setback shall be measured from the face of the garage to the face of the sidewalk, allowing for 20' of parking on the driveway without overhang onto the sidewalk.

**8-1B-1C: ANNEXATION AND ZONING 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 Residential Districts is to encourage the development of a diverse community that provides a mixture of land uses, housing types, and a variety of employment options, social and recreational opportunities, and where possible provides an assortment of amenities within walking distance of a*

*residential development. The Council finds that this annexation is in compliance with the Comprehensive Plan.*

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

*The Council finds that the residential purpose statement states that the purpose of the residential districts is to provide for a range of housing opportunities consistent with the Star Comprehensive Plan. Connection to the Star sewer and water district is a requirement for all residential districts, when available. Residential districts are distinguished by the allowable density of dwelling units per acre and corresponding housing types that can be accommodated within the density range. Council finds that this request is consistent with the statement.*

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 this annexation and zoning of this property will be materially detrimental to the public health, safety or welfare.*

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

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

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

*The Council finds this annexation is reasonably necessary for the orderly development of the City.*

#### **Public Hearing of the Council:**

a. A public hearing on the application was heard by the City Council on October 18, 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:

- Travis Chesley, Applicant

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 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 development. Review and discussion included access, sidewalks and ITD Proportionate Shares. The Council placed conditions of approval on the application. Council concluded that the Applicant's request, as conditioned, meets the requirements for annexation. Council hereby incorporates the staff report dated October 18, 2022 into the official decision as part of these Findings of Fact, Conclusions of Law.

**Statement of Compliance:**

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

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

- **Applicant shall be responsible for payment of ITD Proportionate Share for all new residential units. This shall be a condition in the Development Agreement.**
- **The City will not require a sidewalk along Brandon Road.**

**Council Decision:**

The Council voted 4-0 to approve the Annexation and Development Agreement on October 18, 2022.

Dated this 6th day of December 2022.

Star, Idaho

By: \_\_\_\_\_  
Trevor A. Chadwick, Mayor

ATTEST:

\_\_\_\_\_  
Jacob M. Qualls, City Clerk

11/16/22  
14:15:14

CITY OF STAR  
Claim Details by Posted Date  
For Claims from 11/15/22 to 11/15/22

Page: 1 of 5  
Report ID: AP100V

Section 4, Item D.

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
1213 1	21071S 11/05/22	1247 ADOLFO HERNANDEZ DBA JAY'S Painting Exterior Star Police	3,300.00 3,300.00			10 800 45110	741		10110
		<b>Total for Vendor:</b>	<b>3,300.00</b>						
1210 1	21072S 11/09/22	1245 ASHLEY LEOS Refund Basketball Uniform	10.00 10.00			10 44021	698		10110
		<b>Total for Vendor:</b>	<b>10.00</b>						
1209 1	21073S 11/04/22	1244 ASSOCIATED TAXPAYERS OF IDAHO Conference Chadwick Salmonsén	350.00 350.00			10 41810	560		10110
		<b>Total for Vendor:</b>	<b>350.00</b>						
1226 1 2 3 4 5	21074S OR 9221229 OR 9221229 OR 9221229 OR 9221229 OR 9221229	145 BSN SPORTS 10/19/22 55" Basketballs 3 sets 10/19/22 25.5" Basketballs 3 sets 10/19/22 28.5" Excel Basketball 10 10/19/22 27.5" Excel Basketball 10 10/19/22 Freight	895.06 119.97 128.97 299.90 299.90 46.32			10 241 44021 10 241 44021 10 241 44021 10 241 44021 10 241 44021	612 612 612 612 612		10110 10110 10110 10110 10110
		<b>Total for Vendor:</b>	<b>895.06</b>						
1205 1	21075S October202 11/08/22	159 CANYON COUNTY CLERK Prosecution Svcs October 2	100.00 100.00			10 42110	322		10110
		<b>Total for Vendor:</b>	<b>100.00</b>						
1204 1 2	21076S 4136748515 4135748487	184 CINTAS 11/08/22 Riverhouse Mat Cleaning 11/08/22 City Hall Mat Cleaning	106.87 60.50 46.37			10 41540 10 41540	344 344		10110 10110
		<b>Total for Vendor:</b>	<b>106.87</b>						
1211 1	21077S 11/10/22	1246 COLEEN HULBERT Refund Basketball	60.00 60.00			10 44021	698		10110
		<b>Total for Vendor:</b>	<b>60.00</b>						

11/16/22  
14:15:14

CITY OF STAR  
Claim Details by Posted Date  
For Claims from 11/15/22 to 11/15/22

Page: 2 of 5  
Report ID: AP100V

Section 4, Item D.

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
1225	21078S	231 DANA PARTRIDGE	2,685.00						
1	11/15/22	Services Week of October 31	1,380.00			10 41140	351		10110
2	11/15/22	Services Week of November 10	1,305.00			10 41140	351		10110
		<b>Total for Vendor:</b>	<b>2,685.00</b>						
1212	21079S	325 GAMEFACE ATHLETICS	841.00						
1	314972 11/10/22	Coaches Uniforms	841.00			10 44021	615		10110
		<b>Total for Vendor:</b>	<b>841.00</b>						
1203	21080S	331 GEM STATE PAPER & SUPPLY	113.08						
1	3065527 11/04/22	Compact Coreless Tissue 2 Qty	113.08			10 41540	611		10110
		<b>Total for Vendor:</b>	<b>113.08</b>						
1201	21081S	399 IDAHO PRESS TRIBUNE	330.12						
1	28049 11/10/22	Legal/Pub Notice Ord 371-2022	234.60			10 41510	530		10110
2	102219333 10/30/22	Legal/ Pub Ntc PH Munger Cr	95.52			10 41510	530		10110
		<b>Total for Vendor:</b>	<b>330.12</b>						
1214	21082S	1248 LITTLE PALLETS	57.75						
1	11/10/22	Ancient Cultures and Creativity for Young Learner Classes Recreation Classes	57.75			10 193 44022	352		10110
		<b>Total for Vendor:</b>	<b>57.75</b>						
1207	21083S	642 NAPA AUTO PARTS	250.51						
1	079753 11/02/22	Battery	151.79			10 41540	433		10110
2	079753 11/02/22	Core Deposit	21.60			10 41540	433		10110
3	079753 11/02/22	Dielectric Tune-up	12.69			10 41540	433		10110
4	080395 11/10/22	Motor Tune-up 16 oz	42.45			10 41540	433		10110
5	080395 11/10/22	SF Pro Mtr Treatment	21.98			10 41540	433		10110
		<b>Total for Vendor:</b>	<b>250.51</b>						
1215	21084S	656 OFFICE SAVERS ONLINE	246.06						
1	8478 11/03/22	Office Supplies	28.82			10 41810	611		10110
2	8476 11/03/22	Office Supplies	217.24			10 41810	611		10110
		<b>Total for Vendor:</b>	<b>246.06</b>						



11/16/22  
14:15:14

CITY OF STAR  
Claim Details by Posted Date  
For Claims from 11/15/22 to 11/15/22

Page: 3 of 5  
Report ID: AP100V

Section 4, Item D.

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
1227	21093S	1249 PLATINUM VISUAL SYSTEMS	2,397.85						
Reissuing check number 21085. Was issued for the wrong amount. Mayor had paid half the amount due on credit card.									
1	SO-63690	11/08/22 Star Police Station	2,397.85			10 800 45110	741		10110
<b>Total for Vendor:</b>			<b>2,397.85</b>						
1200	21086S	1243 RIVER VALLEY WOODWORKS	15,000.00						
First portion of the \$32,000.00 payment for total treehouse, delivered and installed on a concrete pad.									
1	11/11/22	Tree House	15,000.00			10 703 45110	737		10110
<b>Total for Vendor:</b>			<b>15,000.00</b>						
1202	21087S	777 SILVER CREEK SUPPLY	350.03						
1	3587-001	11/10/22 B&G Supplies	55.55			10 41540	611		10110
2	5514-001	11/09/22 B&G Supplies	294.48			10 41540	611		10110
<b>Total for Vendor:</b>			<b>350.03</b>						
1220	21088S	1250 SUMMIT WALL SYSTEMS, INC	5,709.15						
Time and Material work for Star Police Station									
1	7491	11/08/22 T&M 8792	1,670.35			10 800 45110	741		10110
2	7491	11/08/22 T&M 8793	2,782.53			10 45110	741		10110
3	7491	11/08/22 T&M 8795	299.63			10 45110	741		10110
4	7491	11/08/22 T&M 8796	198.30			10 45110	741		10110
5	7491	11/08/22 T&M 8738	758.34			10 45110	741		10110
<b>Total for Vendor:</b>			<b>5,709.15</b>						
1221	21089S	898 TREASURE VALLEY COFFEE	85.25						
2	08587477	11/08/22 City Hall - Water, Coffee, H	85.25			10 41540	610		10110
<b>Total for Vendor:</b>			<b>85.25</b>						
1224	21090S	1251 TRUNORTHE LLC	600.00						
Refunding 80% of fee for cancelled permit ELC2022-059									
1	JOB ID 997	11/10/22 Refund Cancelled permit	600.00			10 41510	698		10110
<b>Total for Vendor:</b>			<b>600.00</b>						

11/16/22  
14:15:14

CITY OF STAR  
Claim Details by Posted Date  
For Claims from 11/15/22 to 11/15/22

Page: 4 of 5  
Report ID: AP100V

Section 4, Item D.

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
1208	21091S	935 VERIZON WIRELESS	665.09						
		Charges for 12 Phone Lines and 1 Jetpack							
1	9919545923	11/01/22 Montly Cell Phone Charge	665.09			10 41810	416		10110
		<b>Total for Vendor:</b>	<b>665.09</b>						
1223	21092S	962 XEROX	128.96						
		Meter Read from 09/21/22 to 10/21/22							
1	017481663	11/01/22 Black Prints	3.76			10 41810	742		10110
2	017481663	11/01/22 Color Prints	125.20			10 41810	742		10110
		<b>Total for Vendor:</b>	<b>128.96</b>						
		<b># of Claims</b>	<b>22</b>	<b>Total:</b>	<b>34,281.78</b>	<b># of Vendors</b>	<b>22</b>		

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

11/16/22  
14:15:14

CITY OF STAR  
Fund Summary for Claims by CL Posted Date  
For Claims from 11/15/22 to 11/15/22

Page: 5 of 5  
Report ID: AP110

Section 4, Item D.

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Fund/Account	Amount
10 General 10110 ICCU GEN CHECKING #3766	\$34,281.78
<b>Total:</b>	<b>\$34,281.78</b>

CITY OF STAR  
 Claim Details by Posted Date  
 For Claims from 11/16/22 to 12/01/22

Claim/ Line #	Check Invoice #	Vendor #/Name/ /Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
1256	21116S	4 A & B LOCK AND KEY	65.00						
1	63003	11/09/22 Lock & Key Repair	65.00			10 41540	434		10110
		Total for Vendor:	65.00						
1258	21117S	1256 AA STRIPING INC	185.00						
1	12804	11/13/22 ADA Painting at Riverhouse	185.00			10 41540	435		10110
		Total for Vendor:	185.00						
1257	21118S	1255 ACTION GARAGE DOOR	140.00						
1	80013694	10/31/22 Lock & Key Repair	140.00			10 41540	434		10110
		Total for Vendor:	140.00						
1259	21119S	20 ADA COUNTY HIGHWAY DISTRICT	87,325.00						
Impact fees from 10/25/22 - 11/24/22									
1	11/25/22	ACHD Impact Fee Payment	87,325.00			10 41510	731		10110
		Total for Vendor:	87,325.00						
1247	21094S	22 ADA COUNTY PROSECUTORS OFFICE	2,500.00						
1	DEC 2022	11/21/22 Prosecutions Contract - Dec	2,500.00			10 42110	322		10110
		Total for Vendor:	2,500.00						
1235	21095S	23 ADA COUNTY SHERIFF'S OFFICE	160,006.83						
1	107358	11/10/22 Police Services November 2022	160,006.83			10 42110	365		10110
		Total for Vendor:	160,006.83						
1295	21156S	24 ADA COUNTY TREASURER	152.50						
Consolidated Property Tax Bills Tax Year 2022									
1	11/15/22	Parcel # R1842701921	8.00			10 41810	418		10110
2	11/15/22	Parcel # R1842701951	8.00			10 41810	418		10110
3	11/15/22	Parcel # R1842701985	9.50			10 41810	418		10110
4	11/15/22	Parcel # R3825300010	7.00			10 41810	418		10110
5	11/15/22	Parcel # R3825300020	7.00			10 41810	418		10110
6	11/15/22	Parcel # R3825300380	7.00			10 41810	418		10110
7	11/15/22	Parcel # R3825300390	7.00			10 41810	418		10110
8	11/15/22	Parcel # R3825300400	7.00			10 41810	418		10110
9	11/15/22	Parcel # R3825300410	7.00			10 41810	418		10110
10	11/15/22	Parcel # R3825300420	7.00			10 41810	418		10110
11	11/15/22	Parcel # R4239262360	7.00			10 41810	418		10110
12	11/15/22	Parcel # R7686170010	7.50			10 41810	418		10110
13	11/15/22	Parcel # R7686170020	8.00			10 41810	418		10110
14	11/15/22	Parcel # R9323630315	8.00			10 41810	418		10110
15	11/15/22	Parcel # S0407142050	11.00			10 41810	418		10110
16	11/15/22	Parcel # S0408223363	15.00			10 41810	418		10110
17	11/15/22	Parcel # S0417212400	7.00			10 41810	418		10110
18	11/15/22	Parcel # S0417323480	7.00			10 41810	418		10110
19	11/15/22	Parcel # S0417323485	7.50			10 41810	418		10110
		Total for Vendor:	152.50						
1252	21096S	1099 ALL VALLEY FIREPLACE	75.00						
Cancel Permit MPF2022-465									
1	11/22/22	Refund - Cancel Permit	75.00			10 41510	698		10110
		Total for Vendor:	75.00						
1234	21097S	1067 ANNIE PEW	163.60						
1	11/10/22	Reimbursement Hobby Lobby	119.14			10 44022	611		10110
2	11/15/22	Reimbursement Costco	14.83			10 44022	611		10110
3	11/10/22	Reimbursement Hobby Lobby	29.63			10 44022	611		10110
		Total for Vendor:	163.60						

1255	21120S	1098 BRIGHAM YOUNG UNIVERSITY IDAHO	1,275.00					
Mayor's Youth Council Scholarship for Cameron Walke, ID 35-927-3422								
1	359273422	11/28/22 Scholarship - Cameron Walke	1,275.00	10	45130	590	10110	
Total for Vendor:			1,275.00					
1261	21121S	172 CENTURY LINK	202.07					
1	*228B	11/16/22 Internet Services	136.72	10	41810	419	10110	
2	*130B	11/16/22 Internet Services	65.35	10	41810	419	10110	
Total for Vendor:			202.07					
1246	21098S	1254 CHAMPION INSTALLS, INC	2,642.90					
1		11/21/22 Refund - permit overpayment	2,642.90	10	41510	698	10110	
Total for Vendor:			2,642.90					
1230	21099S	184 CINTAS	106.87					
1	4137497068	11/15/22 Riverhouse Mat Cleaning	60.50	10	41540	344	10110	
2	4137497112	11/15/22 City Hall Mat Cleaning	46.37	10	41540	344	10110	
1262	21122S	184 CINTAS	106.87					
1	4138259725	11/22/22 Riverhouse Mat Cleaning	60.50	10	41540	344	10110	
2	4138259764	11/22/22 City Hall Mat Cleaning	46.37	10	41540	344	10110	
Total for Vendor:			213.74					
1290	21144S	202 COMMERCIAL GLASS	1,671.00					
1	224597	11/14/22 Glass Police Remodel	1,671.00	10	45110	741	10110	
Total for Vendor:			1,671.00					
1284	21145S	207 COMPUTER CONSULTING ASSOCIATES	2,351.54					
1	4151	10/24/22 IT Consulting Services	2,351.54	10	41810	342	10110	
Total for Vendor:			2,351.54					
1236	21100S	212 COSTCO	60.00					
Member Number 000111918803602								
1	January 20	11/21/22 Annual Membership Renewal	60.00	10	41810	570	10110	
Total for Vendor:			60.00					
1264	21123S	233 DAN'S PUMP AND FILTER LLC	90.00					
1	7553	11/02/22 Pump Winterization	70.00	10	41540	431	10110	
2	7553	11/02/22 Fuel Surcharge	20.00	10	41540	431	10110	
Total for Vendor:			90.00					
1263	21124S	231 DANA PARTRIDGE	2,478.00					
1		11/28/22 Services Week of November 14	1,380.00	10	41140	351	10110	
2		11/28/22 Services Week of November 21	855.00	10	41140	351	10110	
3		11/28/22 Reimburse Tablecloth Laundry	243.00	10	41810	599	10110	
Total for Vendor:			2,478.00					
1237	21101S	1253 DIAMOND HEATING & AIR	85.00					
1		11/18/22 Refund permit fee	85.00	10	41510	698	10110	
Total for Vendor:			85.00					
1265	21125S	271 ECI CONTRACTORS	11,599.91					
Electrical Inspections 10/25/22 - 11/24/22 - 60% of Total								
1		11/25/22 Electrical Inspections	11,599.91	10	41510	454	10110	
Total for Vendor:			11,599.91					
1291	21146S	325 GAMEFACE ATHLETICS	169.00					
1	314849	10/31/22 Polo shirt	144.00	10	41810	610	10110	
2	314728	10/04/22 Hoodie	25.00	10	41540	615	10110	
Total for Vendor:			169.00					
1282	21147S	341 GREEN VILLAGE 2 DEVELOPMENT INC.	16,937.10					
1	BondGHS4	11/30/22 Bond Release Greiners Hope#4	16,937.10	10	41510	881	10110	
Total for Vendor:			16,937.10					

1266	21126S	373 HORIZON	1,203.88				
1	3L203429	11/09/22 36" Snow Pusher Shovel	178.54	10	41540	613	10110
2	3L203429	11/09/22 28" Snow Pusher Shovel	266.96	10	41540	613	10110
3	3L203429	11/09/22 Double Sliced Trimmer	569.99	10	41540	613	10110
4	3L203429	11/09/22 Turf Spreader	164.99	10	41540	613	10110
5	3L203429	11/09/22 Silicone Lube	23.40	10	41540	611	10110
		Total for Vendor:	1,203.88				

1281	21148S	382 IDAHO CENTRAL CREDIT UNION	8,560.13				
1	4825	10/27/22 Chadwick USPS	60.00	10	41810	641	10110
2	4825	11/01/22 Chadwick Chevron	3.98	10	41810	699	10110
3	4825	11/04/22 Chadwick Westside Pizza	655.54	10	41810	585	10110
4	4825	11/08/22 Chadwick ABC School Equip	2,397.85	10 800	45110	741	10110
5	4825	11/10/11 Chadwick ID Press Tribune	18.63	10	41810	570	10110
13	3463	10/24/22 Qualls Rustic Table	267.90	10	41810	699	10110
14	3463	10/25/22 Qualls JP Cooke	134.34	10	41810	610	10110
15	3463	10/27/22 Qualls Positivie Promotions	233.95	10	44022	699	10110
16	3463	10/28/22 Qualls Lone Star Challenge	2,234.48	10	41810	531	10110
17	3463	10/31/22 Qualls Remarkable Oslo	2.99	10	41810	610	10110
18	3463	10/31/22 Qualls Remarkable Oslo	2.99	10	41810	610	10110
19	3463	10/31/22 Qualls Amazon	45.97	10	41810	742	10110
21	3463	10/31/22 Qualls Best Buy	105.99	10	41810	742	10110
22	3463	11/01/22 Qualls Ridleys	105.95	10	41810	699	10110
23	3463	11/05/22 Qualls Amazon	436.32	10	41810	742	10110
24	3463	11/06/22 Qualls Remarkable Oslo	2.99	10	41810	610	10110
25	3463	11/08/22 Qualls Amazon	869.97	10	41810	742	10110
26	3463	11/10/22 Qualls Amazon	8.99	10	41810	611	10110
27	3463	11/10/22 Qualls Amazon	23.46	10	41810	611	10110
28	3463	11/10/22 Qualls Amazon	96.91	10	41810	611	10110
29	3463	11/14/22 Qualls Remarkable Oslo	2.99	10	41810	610	10110
31	3463	11/15/22 Qualls Amazon	161.98	10	44022	612	10110
32	3463	11/15/22 Qualls Ridleys	28.25	10	41810	610	10110
38	3463	11/16/22 Qualls Amazon	54.88	10	44022	612	10110
40	3463	11/16/22 Qualls Amazon	53.95	10	44021	612	10110
45	3463	11/18/22 Qualls Amazon	113.96	10	44022	612	10110
47	3463	11/19/22 Qualls Remarkable Oslo	2.99	10	41810	610	10110
48	3463	10/29/22 Qualls Int'l Fee	0.02	10	41810	610	10110
50	3463	10/29/22 Qualls Int'l Fee	0.02	10	41810	610	10110
51	3463	11/06/22 Qualls Int'l Fee	0.02	10	41810	610	10110
52	3463	11/14/22 Qualls Int'l Fee	0.02	10	41810	610	10110
53	3463	11/19/22 Qualls Int'l Fee	0.02	10	41810	610	10110
54	6074	10/19/22 Little The Home Depot	127.72	10	41540	434	10110
55	6074	10/31/22 Little ID Tool & Equipment	50.85	10	41540	613	10110
56	6074	10/31/22 Little American Const Supply	190.85	10	41540	435	10110
57	6074	11/04/22 Little Ridleys	24.37	10	41540	611	10110
58	6074	11/10/22 Little Ridleys	38.04	10	41540	611	10110
		Total for Vendor:	8,560.13				

1285	21149S	398 IDAHO POWER COMPANY	2,881.59				
1	0033022594	10/28/22 1000 S MAIN ST / PUMP	23.64	10	41540	412	10110
2	0033022589	10/28/22 10769 W STATE ST / CITY HA	523.77	10	41810	412	10110
3	0033022563	10/28/22 10775 W STATE ST / STAR OU	124.36	10	41810	412	10110
4	0033022576	10/28/22 11225 W BLAKE DR / BLAKE P	39.65	10	41540	412	10110
5	0033157130	10/28/22 11380 W HIDDEN BROOK	17.53	10	41540	412	10110
6	0033022554	10/28/22 1250 N STAR RD / HUNTERS P	237.06	10	41540	412	10110
7	0033022592	10/28/22 1300 N STAR RD / HC ENTRY	503.63	10	41540	412	10110
8	0033022572	10/28/22 1310 N LITTLE CAMAS / SHOP	118.52	10	41540	412	10110
9	0033022587	10/28/22 1500 N STAR RD	461.41	10	41540	412	10110
10	0033075641	10/28/22 HIGHBROOK / HWY 44 STRT LI	39.73	10	41810	413	10110
11	0030204591	10/28/22 HUNTER'S CREEK STRT LIGHTS	13.91	10	41810	413	10110
12	0033022596	10/28/22 BLAKE SPRINKLER ELECT	3.48	10	41540	412	10110
13	0033022580	10/28/22 STATE/PLUMMER STRT LIGHTS	10.04	10	41810	413	10110
14	0033022584	10/28/22 STRT LIGHTS STAR	400.86	10	41810	413	10110
15	0030204606	10/28/22 STRT LIGHTS / BLAKE PARK	16.26	10	41810	413	10110
16	0032863989	10/28/22 960 S MAIN ST	329.55	10	41810	412	10110
17	0032863988	10/28/22 960 S MAIN ST	18.19	10	41810	412	10110
		Total for Vendor:	2,881.59				

1268	21127S	399 IDAHO PRESS TRIBUNE	90.03						
1	28232	11/20/22 Legal/Pub Notice PH	90.03	10	41510	530		10110	
		Total for Vendor:	90.03						
1267	21128S	1073 INSPECT LLC	7,426.66						
		Monthly Plumbing Inspections 10/25/22 - 11/24/22 - 60% of Total							
1	11/25/22	Plumbing Inspections	7,426.66	10	41510	453		10110	
		Total for Vendor:	7,426.66						
1253	21129S	1247 JAY'S PAINTING SERVICE	3,300.00						
		Reissuing check (prior check 21071). Needed to be written to "Jay's Painting Service" only. Bank would not accept with "Adolfo Hernandez."							
1	11/05/22	Painting Exterior Star Police	3,300.00	10	800	45110	741	10110	
		Total for Vendor:	3,300.00						
1233	21102S	1252 KIMBERLY DUNFORD	400.00						
1	Contract	11/21/22 Harpist Christmas Event	400.00	10	57	41810	599	10110	
		Total for Vendor:	400.00						
1288	21150S	524 LARRY BEARG	409.50						
1	11/28/22	Tai Chi Instruction November	409.50	10	44022	352		10110	
		Total for Vendor:	409.50						
1239	21103S	535 LEISURE TIME OF BOISE	130.00						
1	11/18/22	Refund permit fee	130.00	10	41510	698		10110	
		Total for Vendor:	130.00						
1254	21130S	542 LIFESPRING CHURCH	140.00						
		AV cost for Veterans Day Potato Feed							
1	11/10/22	AV Cost Veterans Potato Feed	140.00	10	56	41810	599	10110	
		Total for Vendor:	140.00						
1286	21151S	1248 LITTLE PALLETS	672.00						
1	11/28/22	Culinary Kids Recreation Class	672.00	10	193	44022	352	10110	
		Total for Vendor:	672.00						
1283	21152S	1257 LOTT ELECTRIC	52.00						
1	80% of \$65	11/15/22 Cancelled permit - Refund	52.00	10	41510	698		10110	
		Total for Vendor:	52.00						
1251	21104S	583 MASTERCARD	955.41						
1	ACCT 1402	11/04/22 Chadwick - Pizza Hut	484.00	10	41810	699		10110	
21	ACCT 0973	10/21/22 Qualls - Remarkable Oslo	2.99	10	41810	610		10110	
25	ACCT 0973	10/22/22 Qualls - Remarkable Oslo	2.99	10	41810	610		10110	
31	ACCT 0973	10/26/22 Qualls - Staples	156.45	10	41810	610		10110	
32	ACCT 7586	10/19/22 Little - Tacoma Screw	59.55	10	41540	611		10110	
33	ACCT 7586	10/20/22 Little - Home Depot	249.43	10	41540	434		10110	
		Total for Vendor:	955.41						
1241	21105S	615 MIDDLETON IRRIGATION ASSOCIATION	572.50						
1	4 Shares	11/15/11 Assessment - Blake Park	140.00	10	41810	417		10110	
2		11/15/22 Administrative Fee	10.00	10	41810	417		10110	
3	3 Shares	11/15/22 Assessment - West Point Park	105.00	10	41810	417		10110	
4		11/15/22 Administrative Fee	10.00	10	41810	417		10110	
5	8.5 Shares	11/15/22 Assessment - Pristine Mead	297.50	10	41810	417		10110	
6		11/15/22 Administrative Fee	10.00	10	41810	417		10110	
		Total for Vendor:	572.50						
1240	21106S	616 MIDDLETON MILL DITCH CO.	1,048.80						
1	29.68 shar	11/15/11 Assessment - Hunters Creek	1,038.80	10	41810	417		10110	
2		11/15/22 Administrative Fee	10.00	10	41810	417		10110	
		Total for Vendor:	1,048.80						
1229	21107S	1201 MODERN PRINTERS	158.00						
		Business Cards for Annie Pew and Kim Ingraham							
1	29291	11/07/22 Business Cards - Ingraham	79.00	10	41810	610		10110	
2	29297	11/07/22 Business Cards - Pew	79.00	10	41810	610		10110	
		Total for Vendor:	158.00						

1269	21131S	1108 NATIONAL BARRICADE & SIGN CO.	132.00					
1	213407	10/28/22 Authorized Vehicles Only Signs	132.00	10	41540	611	10110	
		Total for Vendor:	132.00					
1289	21153S	649 NIKI DEAN	710.50					
1	11/28/22	Yoga Instruction November	710.50	10	44022	352	10110	
		Total for Vendor:	710.50					
1270	21132S	670 PATHWAY CONCRETE & LANDSCAPING	15,900.00					
1	83 11/21/22	New Concrete at Shop	15,900.00	10	45110	735	10110	
		Total for Vendor:	15,900.00					
1242	21108S	686 PORTAPROS LLC	276.80					
1	112049AD-1	11/14/22 River Walk Park	276.80	10	41540	411	10110	
1271	21133S	686 PORTAPROS LLC	270.80					
1	121435F-1	11/27/22 Dog Park	270.80	10	41540	411	10110	
		Total for Vendor:	547.60					
1249	21109S	707 REPUBLIC SERVICES INC	932.75					
1	001282835	10/31/22 Hunters Creek Park	533.07	10	41540	411	10110	
2	001282951	10/31/22 Star River Access 1000 S Ma	81.34	10	41540	411	10110	
3	001282974	10/31/22 River Park 1000 S Main St	110.78	10	41540	411	10110	
7	001283724	10/31/22 Star City Hall	121.24	10	41540	411	10110	
8	001283772	10/31/22 Blake Haven Park	86.32	10	41540	411	10110	
		Total for Vendor:	932.75					
1272	21134S	1037 RIMI INC	12,172.67					
		Mechanical Inspections 10/25/22 - 11/24/22 - 60% of total						
1	11/25/22	Mechanical Inspections	12,172.67	10	41510	455	10110	
		Total for Vendor:	12,172.67					
1260	21135S	721 ROBERT P LITTLE	4,402.50					
		November 2022 Contracted Services						
1	116175	11/28/22 B&G Contracted Services	4,660.00	10	41540	351	10110	
2		Life Insur 11/28/22 Life Insurance	-203.50	10	41540	215	10110	
3		Vision Ins 11/28/22 Spousal Vision Insurance	-13.00	10	41540	211	10110	
4		Dental Ins 11/28/22 Spousal Dental Insurance	-41.00	10	41540	212	10110	
		Total for Vendor:	4,402.50					
1243	21110S	727 RON WESTON	46.10					
		Make Star Shine Coffee Totes						
1		Coffee Tot 11/12/22 Reimbursement Human Bean	46.10	10	44021	699	10110	
		Total for Vendor:	46.10					
1250	21111S	1238 ROYALTY ELECTRIC	16,200.00					
		Demo work for the new Star Police Station						
1	22109-3	11/21/22 Trim-out Star Police Station	16,200.00	10 800	45110	741	10110	
		Total for Vendor:	16,200.00					
1273	21136S	777 SILVER CREEK SUPPLY	900.02					
1	8725-001	11/22/22 Lights and Cords	900.02	10	41540	434	10110	
		Total for Vendor:	900.02					
1245	21112S	790 SOUTH BECK & BAIRD	426.00					
1	22190-3	11/02/22 Cost bid - area calculations	426.00	10 703	45110	737	10110	
		Total for Vendor:	426.00					
1244	21113S	791 SOUTHERN COMPUTER WAREHOUSE	730.00					
1	00756442	10/12/22 Exchange Online Plan 1	91.25	10	41810	751	10110	
2	00753226	09/29/22 Exchange Online Plan 1	91.25	10	41810	751	10110	
3	00748952	08/16/22 Exchange Online Plan 1	91.25	10	41810	751	10110	
4	00746666	08/01/22 Exchange Online Plan 1	91.25	10	41810	751	10110	
5	00742137	06/17/22 Exchange Online Plan 1	91.25	10	41810	751	10110	
6	00740919	06/01/22 Exchange Online Plan 1	91.25	10	41810	751	10110	
7	00740018	05/31/22 Exchange Online Plan 1	91.25	10	41810	751	10110	
8	00735993	04/24/22 Exchange Online Plan 1	91.25	10	41810	751	10110	



1275	21137S	791 SOUTHERN COMPUTER WAREHOUSE	91.25					
1	00758634	11/16/22 Exchange Online Plan 1	91.25	10	41810	751	10110	
		Total for Vendor:	821.25					
1248	21114S	794 SPARKLIGHT	731.76					
1	ACCT 2476	11/20/22 City of Star	341.00	10	41810	419	10110	
2	ACCT 4171	11/20/22 City of Star Suite 100	109.91	10	41810	419	10110	
3	ACCT 3712	11/20/22 Hunter's Creek Park	93.18	10	41540	419	10110	
4	ACCT 3481	11/20/22 City Hall	174.91	10	41810	419	10110	
5	ACCT 1215	11/20/22 Star Food Bank	12.76	10	41810	419	10110	
		Total for Vendor:	731.76					
1292	21154S	798 SPORTS PLUS	3,540.00					
1	12/01/22	Annual Subscription Sports	1,770.00	10	44021	751	10110	
2	12/01/22	Annual Subscription Rec	1,770.00	10	44021	751	10110	
		Total for Vendor:	3,540.00					
1274	21138S	811 STAR FIRE DEPARTMENT	24,036.00					
		Impact fees 10/25/22 - 11/24/22						
1	11/28/22	Star Fire Impact Fees	24,036.00	10	41510	734	10110	
		Total for Vendor:	24,036.00					
1287	21155S	812 STAR MERCANTILE INC	129.34					
1	02-2935781	10/25/22 Cement	14.97	10	41540	611	10110	
2	02-2935481	10/25/22 Air Fitting	1.99	10	41540	611	10110	
3	02-2943201	10/31/22 Cement ADA Poles	19.96	10	41540	611	10110	
4	02-2948808	11/04/22 Washers	1.60	10	41540	611	10110	
6	02-2948826	11/04/22 Mason Drill Bit	3.99	10	41540	611	10110	
7	02-2952395	11/07/22 Tarps	30.96	10	41540	611	10110	
8	02-2954127	11/08/22 Paint - Parking lot	11.47	10	41540	611	10110	
9	02-2963649	11/16/22 Liquid Nails	3.79	10	41540	611	10110	
10	02-2969307	11/21/22 Handwarming Heating Pads	36.63	10	41540	611	10110	
11	02-2944550	11/01/22 Card	3.98	10	41810	699	10110	
		Total for Vendor:	129.34					
1293	21157S	818 STAR STORAGE LLC	110.00					
		Storage services for November 2022						
1	11/30/22	Monthly Rental Balance	110.00	10	44022	443	10110	
		Total for Vendor:	110.00					
1294	21158S	820 STAR VETERINARY CLINIC	1,400.00					
		Services for November 2022						
1	Contract 11/30/22	Animal Control	1,400.00	10	42150	364	10110	
		Total for Vendor:	1,400.00					
1276	21139S	857 TATES RENTS	554.91					
1	1544719-9	10/26/22 Compressor Rental	554.91	10	41540	435	10110	
		Total for Vendor:	554.91					
1277	21140S	898 TREASURE VALLEY COFFEE	221.27					
2	08455945	11/22/22 Bldg Maint Coffee, Hot Choc	117.27	10	41540	611	10110	
3	08612764	11/22/22 Ciity Hall Water, Tea, First	104.00	10	41810	611	10110	
		Total for Vendor:	221.27					
1278	21141S	1030 WHITE PETERSON	25,620.31					
1	154017	10/31/22 Middleton Declaratory Judgemen	25,620.31	10	41310	323	10110	
		Total for Vendor:	25,620.31					
1279	21142S	952 WHITMAN & ASSOC INC	30,469.39					
		Building Inspections from 10/25/22 - 11/24/22						
1	2022-11	11/28/22 Building Inspections	30,469.39	10	41510	452	10110	
		Total for Vendor:	30,469.39					
1296	21159S	963 YORGASON LAW OFFICES PLLC	4,840.00					
1	Contract 10/12/02	City Attorney Monthly Servic	3,500.00	10	41310	322	10110	
2	2022-Nov 10/01/22	City Attorney Additional Svc	1,340.00	10	41310	322	10110	
		Total for Vendor:	4,840.00					

1280	21143S	966 ZOOM	40.00				
1	176655066	11/22/22 Cloud Recording	40.00	10	41810	570	10110
		Total for Vendor:	40.00				
		# of Claims	66	Total:	517,406.92	# of Vendors	63



ORDINANCE NO. 374-2022  
(BARON PROPERTIES REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 342 S. CALHOUN PLACE, IN STAR, IDAHO (ADA COUNTY PARCEL S0416120900); THE PROPERTY IS OWNED BY BPS CALHOUN COMM LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS COMMERCIAL WITH A DEVELOPMENT AGREEMENT (C-2-DA) ON APPROXIMATELY 11.38 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 3070-2022, adopted on July 19, 2022 and subsequently amended; and

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

WHEREAS, the Mayor and Council, held a public hearing on September 20, 2022, and determined that the requested change in zoning classification should be granted.

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

Section 1: The Mayor and Council of the City of Star, Idaho, hereby find and declare that the real property described in Section 2 of this Ordinance is within the boundaries of the City, that the owner(s) of said property have requested, in writing, rezone of said property by the City, and that the requirements of Section 67-6511, Idaho Code, and the Star Unified Development Code for rezone of said property, have been satisfied.

Section 2: The real property, described in the attached “Exhibit A” (the “Property”), is hereby rezoned as General Business District with a Development Agreement (C-2-DA), and the Zoning Map of the City is hereby amended to reflect the change in the land use classification.

Section 3: The development agreement previously recorded against the Property as Exhibit C to the Ada County Instrument No. 2019-029847, is hereby amended and restated in its entirety, and is attached hereto and made a part hereof as “Exhibit B”.

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 Assessor of Ada County, Idaho, with regard to the preparation and filing of a map and legal description of the real property rezoned 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

ATTEST:

BY: \_\_\_\_\_  
Trevor A. Chadwick, Mayor

\_\_\_\_\_  
Jacob M. Qualls, City Clerk

**EXHIBIT A**



J-U-B FAMILY OF COMPANIES

**Legal Description for Zoning  
C-1 to C-2-DA**

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 North, Range 1 West, Boise Meridian, City of Star, County of Ada, State of Idaho, and being more particularly described as follows;

COMMENCING at the north quarter corner of said Section, from which the south quarter corner of said Section bears South 00°46'55" West – 5263.37 feet:

THENCE South 00°46'55" West along a line coincident with the west boundary of said northwest quarter of the northeast quarter for a distance of 190.59 feet to a point on the Right-of-Way of State Highway 16 and being the POINT OF BEGINNING;

THENCE along a line coincident with said Right-of-Way the following three (3) courses;

South 79°57'23" East for a distance of 187.15 feet;

South 46°03'40" East for a distance of 363.59 feet;

South 01°20'36" East for a distance of 926.84 feet to the southerly boundary of subject parcel;

THENCE North 89°13'05" West along a line coincident with said southerly boundary for a distance of 421.33 feet to a point on the easterly Right-of-Way of South Calhoun Place;

THENCE continuing North 89°13'05" West for a distance of 62.98 feet to the centerline of South Calhoun Place and a point on the westerly boundary of said northwest quarter of the northeast quarter;

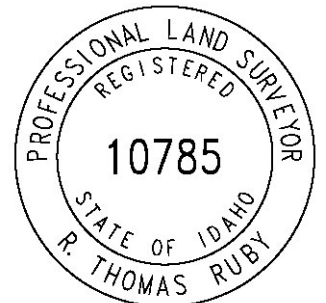
THENCE North 00°46'55" East along a line coincident with said centerline and said westerly boundary for a distance of 672.00 feet to a point on the northerly Right-of-Way of West Wildbranch Drive;

THENCE continuing North 00°46'55" East along a line coincident with said westerly boundary for a distance of 533.02 feet to the POINT OF BEGINNING.

The above described parcel contains 11.81 acres, more or less, and is subject to easments, covenants and restrictions of record.

This description was prepared from Ada County Record of Survey Instrument Number 2017-007907, and does not represent the results of a land boundary survey conducted by J-U-B ENGINEERS, Inc.

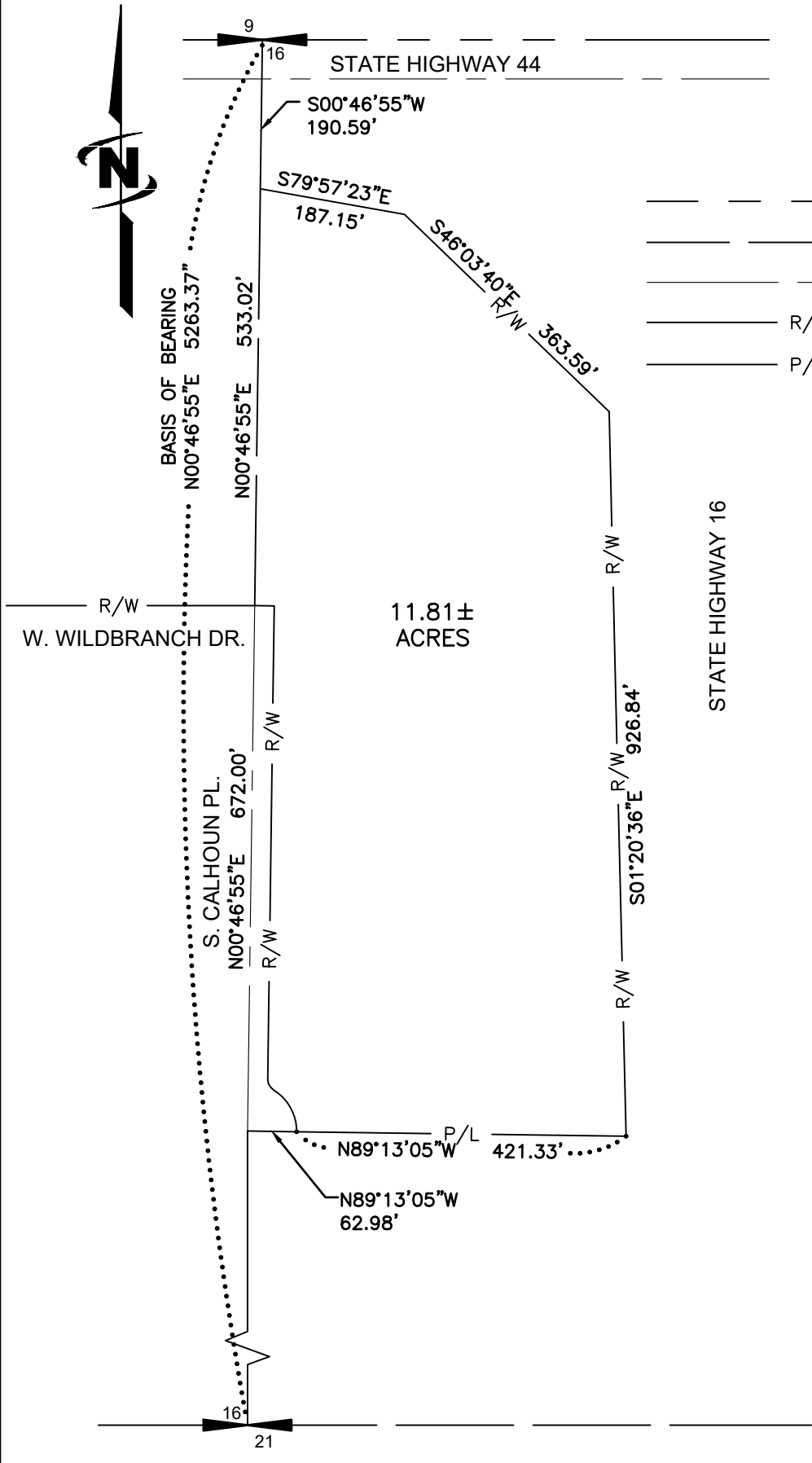
This description was prepared by me or under my immediate supervision. If any portion of this description is modified or removed without the written consent of R. Thomas Ruby, PLS, all professional liability associated with this document is hereby declared null and void.



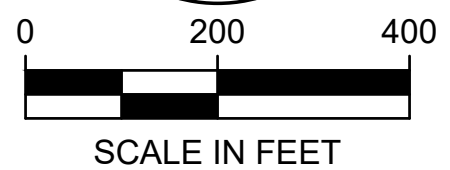


**LEGEND**

- SECTION LINE
- QUARTER LINE
- CENTER LINE
- RIGHT OF WAY
- PROPERTY LINE
- QUARTER CORNER




PREPARED FROM ADA COUNTY  
RECORD OF SURVEY  
INSTRUMENT #2017-007907



Plot Date: 8/18/2022 11:32 AM Plotted By: George Kinslow II  
 File: C:\Users\gkrinslow\OneDrive\Documents\Projects\10-21-080\_CRYSTALSFCOMM\CONCEPTS\SURVEY\DWG\10-21-080-007\_EX.DWG

REVISION DESCRIPTION			BY	APR	DATE

FILE: 10-21-080-007\_EX  
 JUB PROJ. #: 10-21-080  
 DRAWN BY: GCK  
 DESIGN BY:  
 CHECKED BY: RTR



**J-U-B ENGINEERS, INC.**

LAST UPDATED: 8/18/2022

**BARON PROPERTIES  
ZONING CHANGE EXHIBIT**

LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 16, T. 4 N,  
R. 1 W, B.M., CITY OF STAR, COUNTY OF ADA, STATE OF IDAHO

## EXHIBIT B

### AMENDED AND RESTATED COMMERCIAL DEVELOPMENT AGREEMENT

This Amended and Restated Commercial 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 BPS Calhoun Comm, LLC, an Idaho limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns approximately 11.38 acres of real property, located within the City of Star, Idaho which is legally described on **Exhibit A** attached hereto and made a part hereof by this reference (the "**Property**"); and

WHEREAS, pursuant to approvals identified in City File No. RZ-16-02, Owner's predecessor-in-interest and the City previously recorded Ordinance 285 on April 15, 2019 in the land records of Ada County, Idaho as Instrument No. 2019-029847 ("Ordinance 258"). Attached to Ordinance 285 as Exhibit C was a fully executed Commercial Development Agreement (the "Original Agreement");

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

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

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

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

WHEREAS, Owner filed with the City of Star Planning and Zoning Department, a Request for Zoning, File No. RZ-22-02, so that the City can review all of the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances;

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

WHEREAS, this Agreement amends and restates the Original Agreement in its entirety.



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 10.

**Section 2. Development and Uses.**

**2.1 Development.** Owner is allowed to develop the property as follows:

- **Zoning:** The Property shall be re-zoned C-2, but agricultural uses may continue until it is fully developed.

**2.2 Permitted Uses.** The City allows those uses designated as "P" in the applicable zone as described in the Star City Code Zoning Ordinance in effect on the date the City approves this application File No. RZ-22-02 and these and other uses as listed below. The City acknowledges that this Agreement specifically allows reasonable rights of property ownership for agricultural and recreational privileges on the subject property subject to all applicable laws. All uses are subject to future Zoning Certificate and Design Review approval.

- **Specifically Permitted Uses:** Brewpub/Wine Tasting; Building material, garden equipment and supplies (requires City Council approval of design only, not use);

**2.3 Conditional Uses.** Upon receipt and approval of an application for a Conditional Use Permit the City may conditionally allow those uses designated as "C" in the applicable zone as described in the Star Unified Development Code in effect on the date the City approves this application File No. RZ-22-02.

**2.4 Prohibited Uses.** Unless otherwise provided herein, the City prohibits those uses described as "N" in the applicable zone as described in the Star Unified Development Code in effect on the date the City approves this application File No. RZ-22-02 and as listed below:

- **Specifically Prohibited Uses.** Church or place of religious worship; not-for-profit hospitals; Storage facility, outdoor (commercial); Storage facility, self-service (commercial).

**2.5 Gravel Extraction.** Gravel may be extracted for creation of water features of no more than 2 acres in size but also requires Applicant to obtain a Certificate of Zoning Compliance. All other gravel extraction is prohibited.

**2.6 Additional Conditions:** Prior to the City of Star's approval on any future development applications for the Property, the applicant must provide written

documentation that ITD has issued a permit for the proposed right-in/right-out driveway onto SH-44 located east of Moyle Avenue. The right-in/right-out driveway should be constructed consistent with ITD standards and approval. ACHD will not approve any additional development in this area until additional access to SH-44 is in place.

**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 fail to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owner shall be in default of this Agreement.

**2.8 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 twenty percent (120%) of the estimated cost of completion pursuant to Star City Ordinances.

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

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

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

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

**Section 7. General Matters.**

**7.1 Amendments.** Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67- 6509, as required by Star City Ordinances, Title 8, Chapter 10, as agreed to by the property owner and the City of Star.

**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 neutral 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:	BPS Calhoun Comm, LLC Attn: JRMR Baron Manager, LLC; Manager 1401 17th Street Suite 700 Denver, CO 80202

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.

7.7 **Traffic Impact Study.** As part of the specific land use application and building permit issuance process, Owner may be required by the Idaho Transportation Department (ITD) and/or the Ada County Highway District (ACHD) to submit a Traffic Impact Study (TIS) for the specific future use.

- **Mitigation.** Owner agrees to contribute its pro rata portion of the costs of signalizing the intersection of State Highway 44 and Moyle Avenue. It is agreed that the pro rata share shall be no more than 35% for both this Property and that other property designated in Ordinance 285. The City will create a latecomer’s agreement that will be in effect for twenty years following construction of the signal. Except for this payment, Owner shall have no obligation to the City to construct, provide or contribute to public improvements to mitigate the impacts of the development permitted by this Agreement.

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

Dated this \_\_\_\_ day \_\_\_\_\_, 2022.

CITY OF STAR

By: \_\_\_\_\_  
Trevor A. Chadwick, Mayor

ATTEST:

\_\_\_\_\_  
Jacob M. Qualls, City Clerk

OWNER:

BPS Calhoun Comm, LLC, an Idaho Limited Liability Company

\_\_\_\_\_  
By: JRMR Baron Manager, LLC  
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 \_\_\_\_\_, known or identified to me to be the Manager of JRMR Baron Manager, LLC, the Idaho limited liability company that executed the within and foregoing instrument, and acknowledged to me that such Idaho limited liability company executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A



J-U-B FAMILY OF COMPANIES

## Legal Description for Zoning C-1 to C-2-DA

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 North, Range 1 West, Boise Meridian, City of Star, County of Ada, State of Idaho, and being more particularly described as follows;

COMMENCING at the north quarter corner of said Section, from which the south quarter corner of said Section bears South 00°46'55" West – 5263.37 feet:

THENCE South 00°46'55" West along a line coincident with the west boundary of said northwest quarter of the northeast quarter for a distance of 190.59 feet to a point on the Right-of-Way of State Highway 16 and being the POINT OF BEGINNING;

THENCE along a line coincident with said Right-of-Way the following three (3) courses;

South 79°57'23" East for a distance of 187.15 feet;

South 46°03'40" East for a distance of 363.59 feet;

South 01°20'36" East for a distance of 926.84 feet to the southerly boundary of subject parcel;

THENCE North 89°13'05" West along a line coincident with said southerly boundary for a distance of 421.33 feet to a point on the easterly Right-of-Way of South Calhoun Place;

THENCE continuing North 89°13'05" West for a distance of 62.98 feet to the centerline of South Calhoun Place and a point on the westerly boundary of said northwest quarter of the northeast quarter;

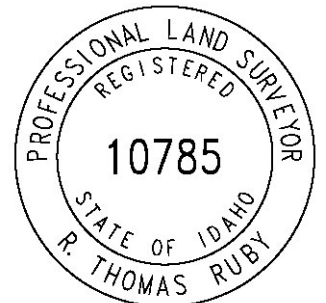
THENCE North 00°46'55" East along a line coincident with said centerline and said westerly boundary for a distance of 672.00 feet to a point on the northerly Right-of-Way of West Wildbranch Drive;

THENCE continuing North 00°46'55" East along a line coincident with said westerly boundary for a distance of 533.02 feet to the POINT OF BEGINNING.

The above described parcel contains 11.81 acres, more or less, and is subject to easements, covenants and restrictions of record.

This description was prepared from Ada County Record of Survey Instrument Number 2017-007907, and does not represent the results of a land boundary survey conducted by J-U-B ENGINEERS, Inc.

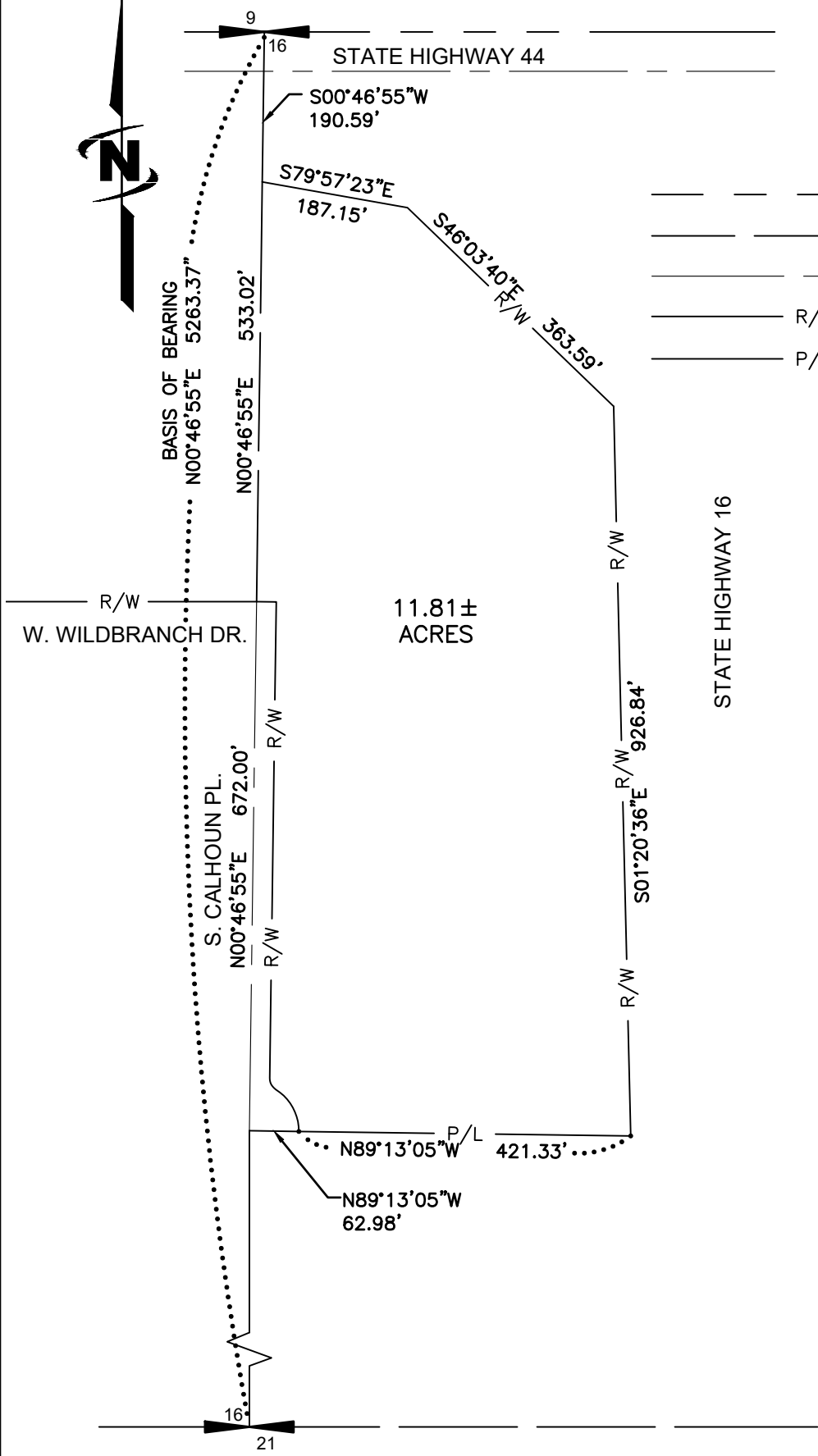
This description was prepared by me or under my immediate supervision. If any portion of this description is modified or removed without the written consent of R. Thomas Ruby, PLS, all professional liability associated with this document is hereby declared null and void.



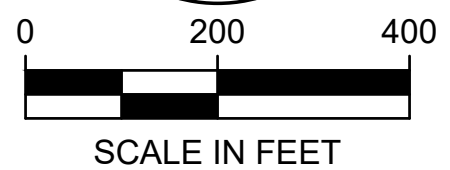


**LEGEND**

- SECTION LINE
- QUARTER LINE
- CENTER LINE
- RIGHT OF WAY
- PROPERTY LINE
- QUARTER CORNER



PREPARED FROM ADA COUNTY  
RECORD OF SURVEY  
INSTRUMENT #2017-007907



Plot Date: 8/18/2022 11:32 AM Plotted By: George Kinslow II  
 File: C:\Users\gkinslow\OneDrive\Documents\Projects\10-21-080\_CRYSTALSFCOMM\CONCEPTS\SURVEY\DWG\10-21-080-007\_EX.DWG

<b>REUSE OF DRAWINGS</b> J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.			FILE: 10-21-080-007_EX JUB PROJ. #: 10-21-080 DRAWN BY: GCK DESIGN BY: CHECKED BY: RTR	
NO	REVISION DESCRIPTION	BY	DATE	LAST UPDATED: 8/18/2022



**BARON PROPERTIES**  
**ZONING CHANGE EXHIBIT**  
 LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 16, T. 4 N,  
 R. 1 W, B.M., CITY OF STAR, COUNTY OF ADA, STATE OF IDAHO

**EQUIPMENT LEASE PURCHASE AGREEMENT  
[Joint Powers and Interagency Service Agreement]**

**Parties to the Agreement:**

<b>City of Star</b>	“City”	City Hall 10769 W. State Street P.O. Box 130 Star, Idaho 83669
<b>Star Fire Protection District</b>	“Fire District”	11665 W. State Street, Suite B, Star, Idaho 83669

**THIS AGREEMENT** made on the Effective Date, by and between the Parties as herein this Agreement provided.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth which are a material part of the Agreement, the Parties agree as follows:

**SECTION 1  
DEFINITIONS**

For Purposes of this Agreement, the words that appear in bold in this Section shall have the meaning herein provided unless the context of the word clearly requires otherwise.

- 1.1 Agreement:** Means and refers to this *Equipment Lease Purchase Agreement*.
- 1.2 City:** Means and refers to the *City of Star, Idaho*, Party to this Agreement.
- 1.3 Effective Date:** Means and refers to November 10, 2022.
- 1.4 Fire District:** Means and refers to *Star Fire Protection District*, Party to this Agreement.
- 1.5 Governing Bodies:** Means and refers to the City Council of the City and the Board of Commissioners of the Fire District.
- 1.6 Ladder Truck:** Means and refers to the following described apparatus: a 2018 Pierce/Dash Ascendant 107’ Aerial Ladder Truck VIN# 4P1BCAGFOJA018176.
- 1.7 Lease Term:** Means and refers to the term during which the Fire District leases the Ladder Truck from the City which commences on the Effective Date and automatically renews on each anniversary date of the Effective Date of this Agreement until the Fire District exercises its option to purchase or the Agreement is otherwise terminated as provide herein.
- 1.8 Party/Parties:** Means and refers to the City and/or the Fire District depending upon the context of the term in this Agreement.



## **SECTION 2 RECITALS**

The Parties recite and declare their authority and considerations for entering into this Agreement as follows:

- 2.1** The Fire District is a fire protection district organized and existing pursuant to Chapter 14 of Title 31 Idaho Code; and
- 2.2** The City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and
- 2.3** The Fire District's duties and responsibilities are to provide protection of property against fire, and the preservation of life, enforce fire codes and other rules that are adopted by the state fire marshal, and the Fire District is authorized and empowered to hold, use, acquire, manage, occupy, possess, sell, convey and dispose of personal property [I.C. §§ 31-1401 and 31-1419]; and
- 2.4** The City, in order to prevent and extinguish fires, has the authority to purchase and lease fire engines and all other apparatus and it has the authority to lease personal property [I.C. §§ 50-309 and 50-1407]; and
- 2.5** The Fire District's boundaries include all areas within the City, limits of the City, and areas surrounding the City, and
- 2.6** The Fire District provides fire and emergency services within the City; and
- 2.7** The City is experiencing growth and demand for more multi-family housing, commercial and other construction which involves the development of structures and/or buildings of three stories or 35 feet and/or more in height; and
- 2.8** Ladder trucks allow fire fighters to reach greater heights to rescue victims and put out fires from above; and
- 2.9** The City is required to exercise its land use regulatory authority, as provided in Chapter 65 of Title 67 Idaho Code, for the health, safety and general welfare of the persons and property within the City and its impact area which includes ensuring that adequate public facilities and services are provided to people at a reasonable cost; and
- 2.10** The Fire District's Chief and administrative staff have considered the City Construction Growth dynamics, and have made a determination that the Ladder Truck, is appropriate and necessary for the Fire District's use in providing fire suppression services for City Construction Growth; and

Dated 11/0

- 2.11 The City purchased the Ladder Truck, upon the condition and consideration that the City would then lease, with a purchase option, the Ladder Truck to the Fire District which the Fire District would then use to provide fire protection services; and
- 2.12 The Parties have negotiated the terms and conditions of the Fire District's lease and option to purchase the Ladder Truck from the City as provided herein this Agreement:
- 2.13 Each Party has the authority, pursuant to Idaho Code § 67-2326, to make the most efficient use of their powers by enabling them to cooperate to their mutual advantage and thereby provide services and facilities and perform functions in a manner that will best accord with geographic, economic, population, and other factors influencing the needs and development of the respective Parties; and
- 2.14 Each Party has the authority, pursuant to Idaho Code § 67-2328, to exercise any power, privilege or authority authorized by the Idaho Constitution, statute or charter, held by them jointly with each other; and
- 2.15 Each Party has the authority, pursuant to Idaho Code § 67-2328, to enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint-use, ownership and/or operation agreements; and
- 2.16 Each Party has the authority and the power, pursuant to Idaho Code § 67-2332 to contract with each other to perform any governmental service, activity, or undertaking which each Party is authorized by law to perform including joint contracting for capital equipment.

### SECTION 3 JOINT EXERCISE OF POWER AGREEMENT PROVISIONS

- 3.1 **Duration.** This Agreement is perpetual until the Agreement is terminated as is herein provided in Section 4.4.2 and or Section 12 of this Agreement or upon the completion of the Parties performances of the covenants of this Agreement which govern the Fire District's exercise of its right to purchase the Ladder Truck.
- 3.2 **No Separate Legal Entity Created:** This Agreement does not establish any separate legal entity.
- 3.3 **Purpose.** The authority for and the purposes of this Joint Powers Agreement are set forth in Section 2 of this Agreement and are herein incorporated by this reference.
- 3.4 **Finance.** The manner of finance of the lease and option to purchase the Ladder Truck by the Fire District are hereinafter set forth in Section 4 of this Agreement.
- 3.5 **Termination and Disposition of Property.** The termination of this Agreement shall occur upon transfer of the ownership of the Ladder Truck from the City to the Fire District as set forth in Section 4.4.2 and Section 12 of this Agreement.

#### SECTION 4 LEASE TERM/ OPTION TO PURCHASE

- 4.1** The City hereby leases to the Fire District and the Fire District rents and leases from the City, during the Lease Term, the Ladder Truck in accordance with this Agreement.
- 4.2** The City acknowledges that the Fire District has paid the City the sum of Ten Thousand and No/100<sup>th</sup> Dollars (\$10,000) which the City used together with City funds to purchase the Ladder Truck; and
- 4.3** During the Lease Term the Fire District shall pay the City the sum of One and No/100<sup>th</sup> Dollars (\$1.00) (“Lease Payment”) on or before the Fire District’s purchase of the Ladder Truck or termination of this Agreement.
- 4.4** **Fire District Right to Purchase:** The Fire District may exercise its right to purchase the Ladder Truck from the City at any time, subsequent to the second anniversary date of the Effective Date of this Agreement for no additional payment sum, subject to first providing written notice to the City.
- 4.4.1** Upon the Fire District’s providing written notice to the City of its exercise of its right to purchase; the City shall, within a reasonable time, provide the Fire District a transfer of title together with any additional documents of title that are required by law to affect the Fire District’s ownership of the Ladder Truck.
- 4.4.2** After the completion of the Fire District’s purchase of the Ladder Truck, this Agreement shall be terminated.

#### SECTION 5 LADDER TRUCK DELIVERY ACCEPTANCE / TITLE

- 5.1** The Fire District accepts the City’s delivery of the Ladder Truck.
- 5.2** **Ladder Truck Title:** The City warrants that it has unincumbered title to the Ladder Truck.

#### SECTION 6 MAINTENANCE AND USE OF LADDER TRUCK BY FIRE DISTRICT

- 6.1** **Maintenance.** The Fire District shall, at all times during the Lease Term at the Fire District’s own cost and expense maintain, preserve, and keep the Ladder Truck in good working order and condition; and the Fire District will, from time to time, make or cause to be made all necessary and proper repairs, replacements and renewals. The City shall have no responsibility in any maintenance or making of any improvements or additions to the Ladder. The Fire District shall not make material modifications to the Ladder Truck without prior consent of the City which consent shall not be unreasonably withheld.
- 6.2** **Use of Ladder Truck.** The Fire District will not install, use, operate, or maintain the Ladder Truck improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

## SECTION 7 LIENS, TAXES, OTHER GOVERNMENTAL CHARGES

7.1 The Fire District shall keep the Ladder Truck free of all liens, charges and incumbrances except those created by this Agreement. The parties intend that the Ladder Truck will be used for the Fire District's proprietary purposes and, therefore, the Ladder Truck will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Ladder Truck is found to be subject to taxation in any form the Fire District will pay, as the same may come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Ladder Truck and any equipment or other property acquired by the Fire District and substitution for, as a renewal or replacement of, or modification, improvement or addition to the Ladder Truck.

## SECTION 8 INSURANCE

8.1 The Fire District shall maintain at its own expense (a) casualty insurance insuring the Ladder Truck against loss or damage by fire or/and all other risk covered by standard extended coverage endorsement then in use in the state of Idaho, and any other risk reasonably required by the City, and then amount at least equal to the replacement cost of the Ladder Truck (b) liability insurance that protects the City from liability and any and all events for amount satisfactory to the City, and (c) workers compensation coverage as required by the laws of the state of Idaho. All insurance proceeds from casualty losses shall be payable as hereinafter provided. The Fire District shall furnish to the City certificates evidencing such coverage throughout the lease term. All such casualty and liability insurance shall be with insurers that are acceptable to the City, shall name the City as a lost payee and an additional insured, respectfully, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to the City at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain provisions making any loss payable to the Fire District and the City as their respective interests may appear. In the event the Fire District shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Ladder Truck in good repair and operation condition, the City may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; all amounts so advanced therefore by the City shall constitute additional rent for the current rental term and the Fire District covenants and agrees to pay such amounts so advanced by the City with interest thereon from the date advanced until paid at the rate of 18% per annum or maximum interest rate permitted by law whichever is less.

## SECTION 9 DAMAGE, DESTRUCTION AND USE OF NET PROCEEDS

9.1 **Risk of Loss:** The Fire District is responsible for the entire risk of loss, damage or destruction of the Ladder Truck.

9.2 **Damage, Destruction:** If the Ladder Truck or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty; the Fire District and the City will cause the net

proceeds of any insurance claim to be paid for the prompt replacement, repair restoration modification or improvement of the Ladder Truck, unless the Fire District shall have exercised its option to purchase the Ladder Truck. Any balance of the net proceeds remaining after such work shall be paid to the Fire District. In the event the net proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement required by damage destruction of the Ladder Truck, the Fire District shall either complete such replacement repair restoration modification or improvement and pay any cost thereof and excess of the amount of the net proceeds, unless the Fire District exercises its option to purchase the Ladder Truck. The amount of the net proceeds, if any remaining after completing such repair, restoration, modification or improvement or after purchasing the City's interest in the Ladder Truck shall be retained by the Fire District.

## **SECTION 10 DISCLAIMER OF WARRANTIES, VENDOR'S WARRANTIES, USE OF THE LADDER TRUCK**

**10.1 Disclaimer of Warranties.** The Fire District selected the Ladder Truck and purchased as is without warranty. The City makes no warranty or representation either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Ladder truck, or warranty or representation with respect thereto.

## **SECTION 11 ASSIGNMENT, INDEMNIFICATION**

**11.1 No Assignment of Subleasing:** None of the City's or the Fire District's interested in, to and under this Agreement and/or the Ladder Truck may be sold, assigned, sub leased, pledged or otherwise encumbered by either party without the prior written consent of the other party.

**11.2 Indemnification:** To the extent permitted by law, the Fire District shall indemnify, protect, hold harmless, save and keep harmless the City from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Ladder Truck, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Ladder Truck (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Ladder Truck resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

## **SECTION 12 DEFAULT AND REMEDIES**

**12.1 Events of Default Defined.** The following events shall constitute as an "Event of Default" under this Agreement:

**12.1.1** Failure by the Fire District to pay any Lease Payment or other payment required to be paid under this Agreement at the time specified in this Agreement;

**12.1.2** Failure by the Fire District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Fire District by the City, unless the City shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the City will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Fire District within the applicable period and diligently pursued until the default is corrected;

**12.1.3** Any statement, representation or warranty made by the Fire District in or pursuant to the Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

**12.1.4** Any provision of the Lease shall at any time for any reason cease to be valid and binding on the Fire District, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the Fire District or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the City, or the Fire District shall deny that it has any further liability or obligation under that Lease.

**12.1.5** The Fire District shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Fire District or of all or a substantial part of the assets of the Fire District, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Fire District in any bankruptcy, reorganization or insolvency proceeding.

**12.1.6** An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of the Fire District or of all or a substantial part of the assets of the Fire District, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**12.2 Remedies on Default.** Whenever any Event of Default under this Agreement exists, the City shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

**12.2.1** By written notice to the Fire District, declare all Lease Payments and other amounts payable by the Fire District under this Agreement to be due; and

**12.2.2** With or without terminating the Lease, the City may, upon 5 days written notice to the Fire District, enter the premises where the Ladder Truck that is Subject to the lease is located and retake possession of the Ladder Truck or require the Fire District, at Fire District's expense, to promptly return the Ladder Truck to the possession of the City at such place within the City as the City shall specify; and

**12.2.3** The City may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under the Lease or as the owner of the Ladder Truck that is subject to the Lease; and

**12.2.4** The City may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

**12.3 No Remedy Exclusive.** No remedy conferred upon or reserved to the City by this Section is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by the City.

**12.4 Agreement to Pay Attorneys' Fees and Expenses.** If the Fire District should default under any of the provisions hereof and the City should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the Fire District contained in this Agreement, the Fire District agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to the City the reasonable fees of those attorneys and other reasonable expenses so incurred by the City.

## SECTION 13 MISCELLANEOUS

**13.1 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**13.2 Binding Effect; Entire Agreement Amendments and Modifications.** This Agreement shall inure to the benefit of and shall be binding upon the City and the Fire District and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the City and the Fire District; nor shall any such amendment that affects the rights of the City's assignee be effective without such assignee's consent. In the event any provision of this

Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**13.3 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

**13.4 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**13.5. Amendments, Changes and Modifications.** This Agreement may be amended, added to, changed or modified by written agreement duly executed by the City and the Fire District.

**13 6. Execution In Counterparts· Chattel Paper.** This Agreement, including in writing each schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various schedules and this Agreement as it relates thereto constitutes separate leases as provided in this Agreement and (2) that City's interest in, to and under any schedule and the Agreement as it relates to that schedule, and the Ladder Truck listed in that schedule may be sold or pledged only by delivering possession of the original counterpart of that schedule marked "counterpart no.1," which counterpart no. 1 shall constitute chattel paper for purposes of the uniform commercial code.

**13.7. Usury.** The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law, any such excess charge shall be applied in such order as to conform this Agreement and such lease to such applicable law.

**13.8. Jury Trial Waiver.** To the extent permitted by law, the City and the Fire District agree to waive its right to a trial by jury.

**13.9, Facsimile Documentation.** The Fire District agrees that a facsimile copy of this Agreement may be treated as an original and will be admissible as evidence of this Agreement.

**13.10. Captions.** The captions or headings in this Agreement are for convenience only and in no way define. Limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** the undersigned parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed.

**STAR FIRE PROTECTION DISTRICT**

DATED: 11/10/2022

By:   
Jared Moyle, *Chairman*

**CITY OF STAR**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Trevor Chadwick, *Mayor*



## LEGAL NOTICE PUBLIC HEARING

Notice is hereby given that the Star City Council will hold a Public Hearing on **November 15, 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.

**Application:** Colt Heights Subdivision  
Files #'s PP-22-09 Preliminary Plat  
PR-22-03 Private Street

**Applicant/Representative:** Becky McKay, Engineering Solutions

**Owner:** Challenger Development Inc./Corey Barton Homes, Inc.

**Action:** The Applicant is seeking approval of a Preliminary Plat and Private Street for a proposed residential subdivision consisting of 5 residential lots and 2 common lots. The property is located on the north side of the existing Colt Place Subdivision in Star, Idaho, and consists of 10.96 acres with a proposed density of .46 dwelling units per acre.

**Property Location:** The subject property is generally located north of Floating Feather Road, west of N. Plummer Road and will be accessed from W. Wyatt Earp Drive. Ada County Parcel No. S0405438440.

**Information/Comments:** A complete copy of the applications are available at City Hall for public review. The City invites all interested parties to attend the meeting and provide public testimony. Written comments will be accepted by the City up to 2 days prior to the date of the public hearing.

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](mailto:snickel@staridaho.org)



**CITY OF STAR**  
**LAND USE STAFF REPORT**

**TO:** Mayor & Council

**FROM:** City of Star – Planning & Zoning *Shen J. Muth*

**MEETING DATE:** December 6, 2022 – PUBLIC HEARING

**FILE(S) #:** **PP-22-09 Preliminary Plat for Colt Heights Subdivision**  
**PR-22-03 Private Road**

**OWNER/APPLICANT/REPRESENTATIVE**

<p><b>Representative:</b> Becky McKay Engineering Solutions, LLP 1029 N Rosario Street Meridian, Idaho 83642</p>	<p><b>Property Owner/Applicant:</b> Cory Barton Challenger Development Inc. 1977 E. Overland Road Meridian, Idaho 83642</p>
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**REQUEST**

**Request:** The Applicant is seeking approval of a Preliminary Plat and Private Street for a proposed residential subdivision consisting of 5 residential lots and 2 common lots. The property is located on the north side of the existing Colt Place Subdivision in Star, Idaho and consists of 10.96 acres with a proposed density of .46 dwelling units per acre.

**SUMMARY**

This application is being tabled to January 3, 2023 to allow additional time for Staff and the applicant to review additional layouts and meet with the neighboring property owners to discuss issues of concern.



**CITY OF STAR**  
**LAND USE STAFF REPORT**

**TO:** Mayor & Council

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

**MEETING DATE:** **December 6, 2022 – PUBLIC HEARING**

**FILE(S) #:** AZ-22-14 Annexation and Zoning  
DA-22-15 Development Agreement

**OWNER/APPLICANT/REPRESENTATIVE**

**Applicant/Property Owner:**  
Gary & Teri Opper  
3130 N. Can Ada Road  
Star, Idaho 83669

**REQUEST**

**Request:** The Applicant is seeking approval of Annexation and Zoning (RUT to R-1-DA), and a Development Agreement. The property is located at 3130 N. Can Ada Road in Star, Idaho, and consists of 5.0 acres.

**PROPERTY INFORMATION**

**Property Location:** The subject property is generally located on the east side of N. Can Ada Road, north of W. New Hope Road. Ada County Parcel No's. R7284770800 & S0406223100.

**Surrounding Land Use/Designations:**

	<b>Zoning Designation</b>	<b>Comp Plan Designation</b>	<b>Land Use</b>
<b>Existing</b>	RUT (County)	Estate Rural Residential	Agricultural/Single Family Residential
<b>Proposed</b>	Residential (R-1-DA)	Estate Rural Residential	Agricultural/Single Family Residential
<b>North of site</b>	RUT (County)	Estate Rural Residential	Vacant
<b>South of site</b>	RUT (County)	Estate Rural Residential	Agricultural/Single Family Residential
<b>East of site</b>	Residential (R-2-DA)	Estate Rural Residential	Agricultural/Single Family Residential
<b>West of site</b>	AG (County)	Low Density Residential	Vacant with outbuildings

**Existing Site Characteristics:** The property is currently vacant with several outbuildings.

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

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

**Special On-Site Features:**

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

**APPLICATION REQUIREMENTS**

Pre-Application Meeting Held	July 28, 2022
Neighborhood Meeting Held	August 16, 2022
Application Submitted & Fees Paid	September 21, 2022
Application Accepted	October 11, 2022
Residents within 300' Notified	October 16, 2022
Agencies Notified	October 11, 2022
Legal Notice Published	November 12, 2022
Property Posted	November 24, 2022

**HISTORY**

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

**CODE DEFINITIONS / COMPREHENSIVE PLAN**

**UNIFIED DEVELOPMENT CODE:**

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

B. Standards:

1. The subject property shall meet the minimum dimensional standards of the proper district.
2. The city may require a development agreement in conjunction with the annexation and zoning, or rezone, pursuant to Idaho Code section 67-6511A, which may include a concept plan. In addition to other processes permitted by city and state code, exceptions or waivers of standards, other than use, may be permitted through execution of a development agreement. A development agreement and concept plan shall be required for any rezone to a mixed-use zone, high density zone or land which includes steep slope (land over 25%) or floodway.
3. The termination of a development agreement shall result in the reversal of the official zoning map amendment approval and applicable development approval for any undeveloped portion of property subject to the development agreement. The undeveloped property subject to the development agreement shall be rezoned to the district classification as designated by the development agreement. When no designation is provided, the property shall revert to its original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.
4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.

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

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

- 1. The map amendment complies with the applicable provisions of the comprehensive plan;
- 2. The map amendment complies with the regulations outlined for the proposed district;
- 3. The map amendment shall not be materially detrimental to the public health, safety, and welfare; and
- 4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city.
- 5. The annexation (as applicable) is in the best interest of city.

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

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

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

**8-3A-3: USES WITHIN ZONING DISTRICTS**

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

<b>ZONING DISTRICT USES</b>	<b>A</b>	<b>R-R</b>	<b>R</b>
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	<b>P</b>
Two-family duplex	N	N	P

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

<b>Zoning District</b>	<b>Maximum Height Note Conditions</b>	<b>Minimum Yard Setbacks Note Conditions</b>			
		<b>Front (1)</b>	<b>Rear</b>	<b>Interior Side</b>	<b>Street Side</b>
R-1	35'	30'	30'	10'	20'

Notes:

1. Interior side yard setbacks for lots with 50' or less of lot width shall be allowed 5' interior side yard setbacks for one and two-story structures.
2. Front yard setback shall be measured from the face of the garage to the face of the sidewalk, allowing for 20' of parking on the driveway without overhang onto the sidewalk.

#### COMPREHENSIVE PLAN:

##### 8.2.3 Land Use Map Designations:

Estate Rural Residential:

Suitable primarily for single family residential use. Densities in this land use area are a maximum of 2 dwelling 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 immediately adjacent to existing residential lots of greater than one acre where those existing larger lots are not likely to be subdivided in the future. Clustering is allowed to preserve open space.

### 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 Estate and Neighborhood Residential Land Use is to encourage urban style development densities to limit urban sprawl.
- B. Low densities within the Estate and Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where those existing larger lots are not likely to be subdivide in the future.

### 8.5.9 Additional Land Use Component Policies:

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

### 18.4 Implementation Policies:

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



**PROJECT OVERVIEW**

**ANNEXATION & REZONE:**

The applicant is requesting approval of an annexation and zoning application with a zoning designation of Residential (R-1-DA) on 5.0 acres. This zoning district would allow for a maximum residential density of 1 dwelling unit per acre. The property is located in an area that will be serviceable with central sewer and water provided by Star Sewer and Water District in the near future. The property will be accessed from N. Can Ada Road, as it is today. The rezone request includes a development agreement.

The property owner’s intent is to annex and zone the property and then modify the property lines to better suit the current property, while maintaining two parcels. The owner intends to keep the two parcels and build a new home on the newly created parcel. The newly created lot will have frontage on N. Can Ada Road. Council should discuss whether to condition sidewalks along N. Can Ada Road, given this is a rural development.

**DEVELOPMENT AGREEMENT**

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

- Density
- Future Development
- Sidewalk along Can Ada Road
- ITD Proportionate Share Fees

**AGENCY RESPONSES**

City Engineer	November 15, 2022
Ada County Development Services	October 14, 2022
ITD	October 25, 2022

**PUBLIC RESPONSES**

No public comments have been received.

**STAFF ANALYSIS AND RECOMMENDATION**

Based upon the information provided to staff in the applications and agency comments received to date, the proposed annexation and zoning request meets the requirements, standards and intent for development as they relate to the Comprehensive Plan and Unified Development Code. The proposed density of 1.0 dwelling unit per acre is within the allowable maximum of 2 units per acre on the Estate Rural Residential Comprehensive Plan Future Land Use Map.

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

**FINDINGS**

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

**ANNEXATION/REZONE FINDINGS:**

- 1. The map amendment complies with the applicable provisions of the Comprehensive Plan.
  - 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 must find compliance with the Comprehensive Plan.*

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

*The Council must find 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 must find that there is no indication from the material submitted by any political agency stating that this annexation and zoning of this property will be materially detrimental to the public health, safety or welfare.*

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

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

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

*The Council must find that this annexation is reasonably necessary for the orderly development of the City.*

**COUNCIL DECISION**

The Star City Council \_\_\_\_\_ File Number AZ-22-14 and DA-22-15 for the Gary and Teri Oppen property on \_\_\_\_\_, 2022.

Section 6, Item B.

# Ada County Assessor

S0406223...  

 I want to

Search...



Sign in



## Description

3130 N CAN ADA RD STAR, ID  
83669-0000

[View in the Assessor Online Property System](#)

## Details

Parcel Number  
S0406223100

Zoning Code  
RUT

Tax Code Area  
272

Total Assessed Value  
346100

Assessed Acres  
0.96

Property Tax Year  
2022

Parcel Type  
Residential

Address

S0406223100



Section 6, Item B.

# Ada County Assessor

R7284770...  



I WANT TO

## Description

3130 N CAN ADA RD STAR, ID  
83669-0000

[View in the Assessor Online](#)

[Property System](#)

## Details

Parcel Number  
**R7284770800**

Zoning Code  
**RUT**

Tax Code Area  
**272**

Total Assessed Value  
**30200**

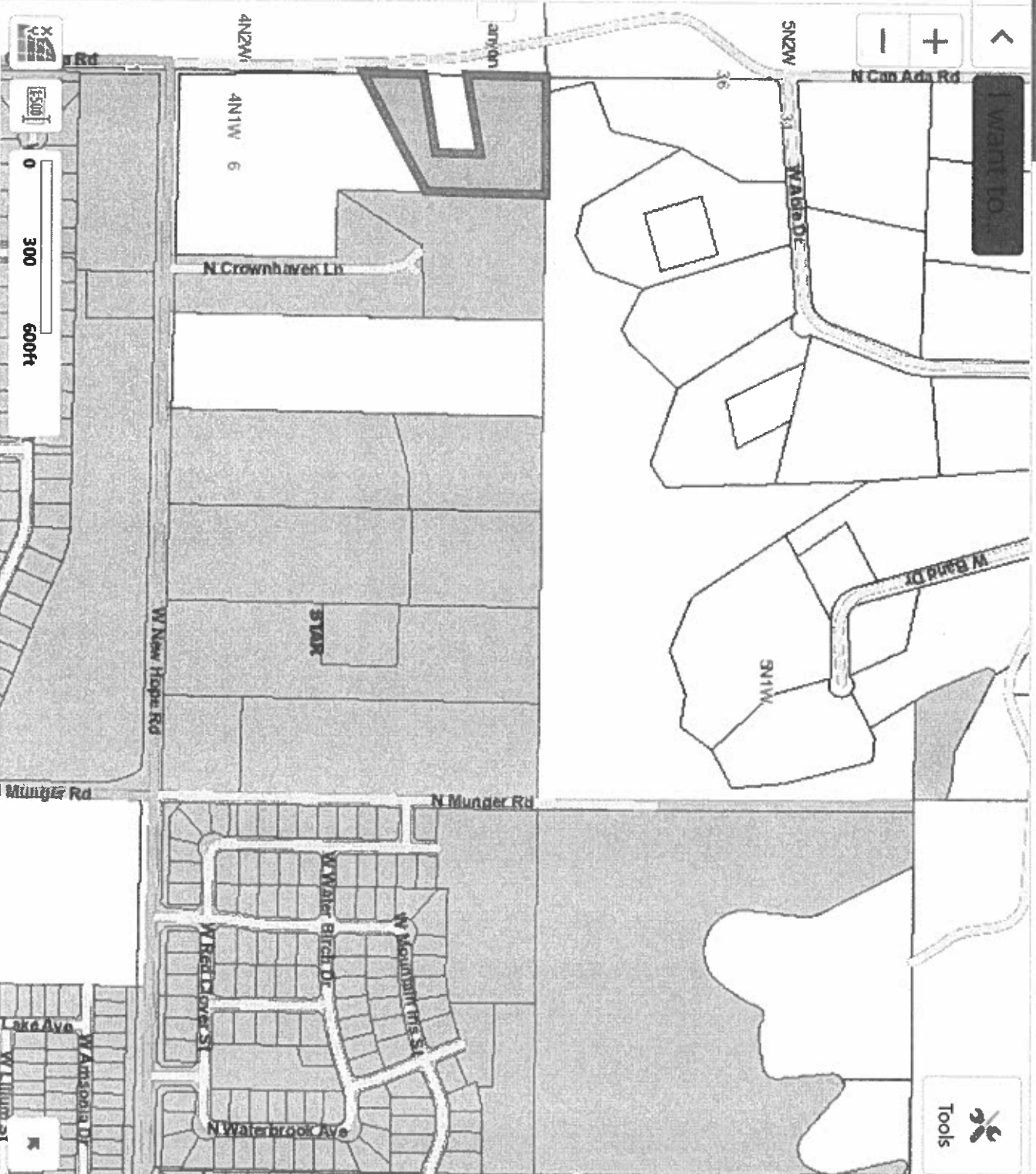
Assessed Acres  
**4.04**

Property Tax Year  
**2022**

Parcel Type  
**Residential**

Address

 R7284770800



Search...



Sign in



Tools

# OPPER ANNEXATION

We are seeking to be annexed into the city of Star Idaho, two lots at the address of 3130 N Can-Ada Rd Star Id 3669, parcel number R7284770800 (4.04 acres) & S0406223100 (.96 acre). Zoning requested is (R1) which is consistent with the current zoning for this area. The ultimate goal of this annexation - rezone is to move boundary lines between the two lots to reflect the properties existing layout more accurately, and to have the option to sell either property, and/or build a home on the 4 acre lot.

Gary & Teresa Oppen  
July 29<sup>th</sup> 2022

Gary Oppen

Teresa Oppen



# ANNEXATION & ZONING - REZONE APPLICATION

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

FILE NO.:	<u>A2-22-14</u>
Date Application Received:	<u>9-21-22</u> Fee Paid: <u>3230.13</u> w/DA
Processed by: City:	_____

## Applicant Information:

PRIMARY CONTACT IS: Applicant \_\_\_ Owner  Representative \_\_\_

Applicant Name: GARY & TERI OPPER  
 Applicant Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owner Name: GARY & Teri OPPER  
 Owner Address: 3130 N CAN-ADA Rd Zip: 83669  
 Phone: 208 863 8196 Email: GOPPER1958@GMAIL.COM

Representative (e.g., architect, engineer, developer):  
 Contact: \_\_\_\_\_ Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Property Information:

Site Address: 3130 N CAN-ADA Rd Parcel Number: R7284770800  
5 ACRES  
 Total Acreage of Site: \_\_\_\_\_  
 Total Acreage of Site in Special Flood Hazard Area: \_\_\_\_\_  
 Proposed Zoning Designation of Site: R1

## Zoning Designations:

	Zoning Designation	Comp Plan Designation	Land Use
Existing			
Proposed	<u>R1</u>		
North of site			
South of site			
East of site			
West of site			

**Special On-Site Features** (Yes or No – If yes explain):

Areas of Critical Environmental Concern - No  
 Evidence of Erosion - No  
 Fish Habitat - No  
 Floodplain - No  
 Mature Trees - YES EXISTING  
 Riparian Vegetation - No  
 Steep Slopes - SOME YES  
 Stream/Creek - SEASONAL IRRIGATION YES  
 Unique Animal Life - No  
 Unique Plant Life - No  
 Unstable Soils - No  
 Wildlife Habitat - ?  
 Historical Assets - No

**Application Requirements:**

(Applications are required to contain one copy of the following unless otherwise noted. **When combining with other applications (Prelim Plat, CUP, etc.) please include one paper copy for all applications**)

Applicant (✓)	Description	Staff (✓)
✓	Pre-application meeting with the Planning Department required prior to neighborhood meeting.	
✓	Copy of neighborhood meeting notice sent to property owners within 300 feet and meeting sign-in sheet. <b>(Please contact the City for addresses &amp; labels)</b> (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.)	✓
	Completed and signed Annexation & Zoning/Rezone Application	✓
	Fee: (Include Development Agreement 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 proposed project (must be signed by applicant)	✓
✓	Legal description of the property to be annexed and/or rezoned: <ul style="list-style-type: none"> <li>• Include a metes &amp; bounds description to the section line/centerline of all adjacent roadways, stamped and signed by a registered professional land surveyor, with a calculated closure sheet.</li> <li>• Scaled exhibit map showing the boundaries of the legal description in compliance w/the requirements of the Idaho State Tax Commission Property Tax Administrative Rules IDAPA 35.01.03.225.01h.</li> <li>• If requesting more than one zoning designation, include a legal description for each zone along with an overall annexation/rezone boundary description. Also include the boundaries of each different zone on the map.</li> <li>• Submit word.doc and pdf version with engineer's seal.</li> </ul>	✓
✓	Recorded warranty deed for the subject property	✓



<p>N/A</p>	<p>If the signature on this application is not the owner of the property, an <b>original</b> notarized statement (affidavit of legal interest) from the owner stating the applicant is authorized to submit this application.</p>	<p>N/A</p>
<p>✓</p>	<p>One (1) 8½" X 11" copy and electronic copy in pdf. format of vicinity map showing the location of the subject property</p>	<p>✓</p>
<p>N/A?</p>	<p>One (1) full-size 24" X 36" copy and one (1) 11" X 17" copy of associated CUP/PUD Site Plan/Preliminary Plat. If this application is not accompanied by a plat or site plan, please submit conceptual development plan for the property.</p>	<p></p>
<p>N/A</p>	<p>Electronic copy in pdf. format of submitted plat, site or conceptual plan.</p>	<p></p>
<p>✓</p>	<p>List of name(s) and address(es) of all canal or irrigation ditches within or contiguous to the proposed development.</p>	<p>✓</p>
<p>✓</p>	<p>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. <b>Please contact the City to request addresses and labels.</b></p>	<p>✓</p>
<p>✓</p>	<p>Two (2) copies of the Electronic versions of submitted application including neighborhood meeting information, signed application, narrative, legal description, warranty deed, vicinity map, preliminary plat/site plan, irrigation district information, <u>shall be submitted in original pdf format (no scans for preliminary plat/site plans) on two (2) thumb drives only (no discs) with the files named with project name and plan type.</u></p>	<p>✓</p>
<p></p>	<p>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.</p>	<p></p>
<p>N/A</p>	<p>*Applicant agrees to enter into a Development Agreement with this application. Applicant's Signature: _____</p>	<p></p>
<p>TALK TO THEM</p>	<p>Property shall be annexed into Star Sewer and Water District prior to Final Plat approval, building permits. Please contact SSWD for details.</p>	<p></p>

**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.*

  
 \_\_\_\_\_  
 Applicant/Representative Signature

9-21-2022  
 Date



City of Star  
Annexation Description  
September 21, 2022

All of Lot 8, Block 1, Quarter Circle NL Acres, according to the official plat thereof, filed in Book 58 of Plats at Pages 5529-5530, Ada County Records and a portion of Government Lot 4 in Section 6, Township 4 North, Range 1 West, Boise Meridian, located in the County of Ada, State of Idaho, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 8, also being the Northwest corner of said Section 6;

thence on the North line of said Lot 8 and North line of said Section 6, South 89°23'56" East, a distance of 409.33 feet to the Northeast corner of said Lot 8;

thence on the East line of said Lot 8, South 01°03'48" West, a distance of 421.47 feet to the Southeast corner of said Lot 8;

thence on the Southerly line of said Lot 8, South 61°50'45" West, a distance of 466.54 feet to the West line of said Government Lot 4;

thence on said West line, North 00°52'26" East, a distance of 645.90 feet to the **POINT OF BEGINNING**;

Containing an approximate area of 217,999 square feet or 5.005 acres, more or less.

End of Description.



Closure Calculation

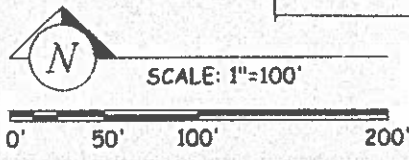
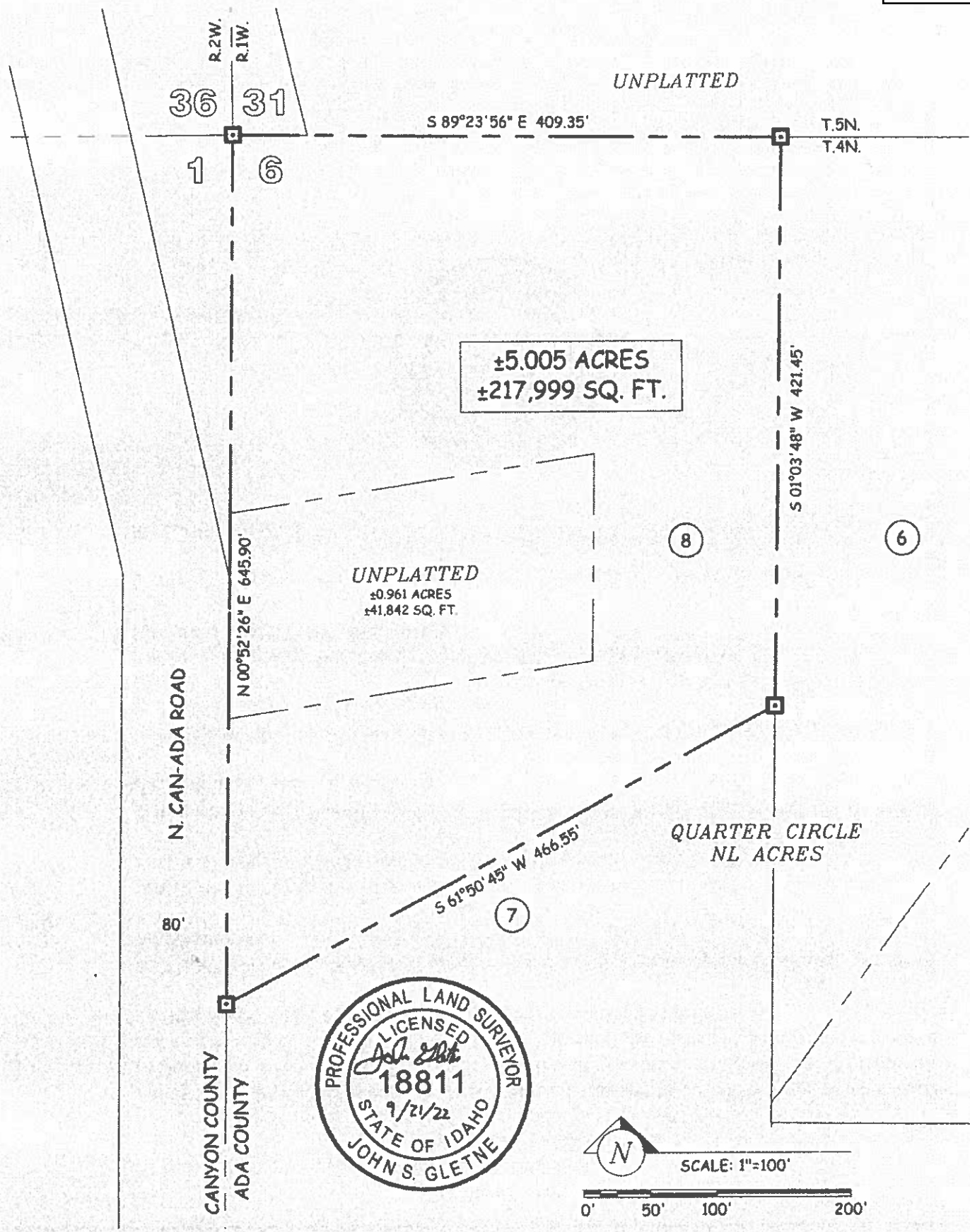
Tue Sep 20 21:07:21 2022

PntNo	Bearing	Distance	Northing	Easting
PP	S 89°23'56" E	409.33	11377.12	7510.50
PP	S 01°03'48" W	421.47	11372.83	7919.81
PP	S 61°50'45" W	466.54	10951.43	7911.98
PP	N 00°52'26" E	645.90	10731.30	7500.65
PP			11377.12	7510.50

Closure Error Distance> 0.0000  
Total Distance Inversed> 1943.24

Area: 217999 Sq. Feet, 5.0046 Acres





**VALLEY LAND SURVEYING**  
 PROFESSIONAL LIMITED LIABILITY COMPANY  
 5099 S. Valley St., Boise, ID 83709  
 www.valleylandsurveying.com  
 Phone: (208) 264-2226

EXHIBIT DRAWING FOR  
 CITY OF STAR ANNEXATION  
 A PORTION OF GOVERNMENT LOT 4 IN SECTION 6,  
 TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN  
 LOCATED IN THE COUNTY OF ADA, STATE OF IDAHO

PROJECT NO.  
 22-130  
 DRAWN BY  
 J.S.G.

DATE  
 09/16/2022  
 SHEET  
 10 92



City of Star  
P.O. Box 130  
Star, Idaho 83669  
208-286-7247  
Fax 208-286-7569  
www.staridaho.org

Mayor:  
Trevor A. Chadwick

Council:  
Kevin Nielsen  
Jennifer Salmonsén  
Kevan Wheelock  
David Hershey

15 November 2022

Gary & Teri Opper  
3130 N CanAda Road  
Star, ID 83669

**Re: Opper Property – Annexation and Rezone Application**

Dear Mr. and Mrs. Opper

The City of Star Engineering Department has reviewed the Annexation and Rezone Application for the Opper Property dated September 21, 2022. We reviewed the applicant’s package to check conformance with the City’s Subdivision Ordinance and coordinated our review with Shawn L. Nickel. We have the following comments and question based on our review.

1. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
2. This subdivision will need to be annexed into the Star Sewer and Water District to provide water and sewer to the site.

We recommend that the preliminary plat be APPROVED with the conditions listed above. Any variance or waivers to the City of Star standards, ordinances, or policies must be specifically approved in writing by the City. Approval of the above referenced preliminary plat does not relieve the Registered Professional Land Surveyor or the Registered Professional Engineer of those responsibilities.

If you have any questions, please do not hesitate to contact City Hall

Sincerely,

Ryan V. Morgan, P.E.  
City Engineer



# ADA COUNTY DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300  
<https://adacounty.id.gov/developmentservices>

Section 6, Item B.

PHONE (208) 287-7900  
FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

October 14, 2022

Shawn Nickel  
City of Star Planning & Zoning  
10769 W State St  
Star, ID 83669

RE: AZ-22-14 / 3130 N Can Ada Road / Gary and Teri Oppen Annexation

Feedback has been requested regarding the proposed annexation with rezone to R-1 (one dwelling unit per acre) and a development agreement on 5-acres located at 3130 N Can Ada Road. Ada County is supportive of the application due to the proximity of the site to existing public services, and due to its compliance with the Star Comprehensive Plan, as adopted by Ada County, which designates the site as *Low Density Residential*, which is intended for single-family homes at densities of up to two units per acre.

To improve future connectivity, it is recommended that at such time as further development takes place, a public road be considered to allow adjacent properties to access it as they develop, in conformance with *Goals 4.3b and 4.3c* of the Ada County Comprehensive Plan which promotes connectivity through well-connected local street systems and pathways and discourages cul-de-sacs and private roads within Areas of City Impact.

It is also recommended that sidewalk be considered along the roadways in order to improve pedestrian comfort and safety and allow for a potential pedestrian connection to adjacent properties in the future, as supported by *Transportation Policy 9* of the Star Comprehensive Plan, as adopted by the County, which encourages non-motorized pathways between residential areas to reduce short trips and improve access for non-drivers.

Thank you for this opportunity to provide feedback.

Sincerely,

*Stacey Yarrington*

Stacey Yarrington  
Community & Regional Planner  
Ada County Development Services

**Shawn Nickel**

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**From:** Barbara Norgrove  
**Sent:** Tuesday, October 25, 2022 4:45 PM  
**To:** Shawn Nickel  
**Subject:** FW: Agency Transmittal - Gary & Teri Oppen Annexation

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**From:** Wendy Howell <Wendy.Howell@itd.idaho.gov>  
**Sent:** Tuesday, October 25, 2022 4:22 PM  
**To:** Barbara Norgrove <bnorgrove@staridaho.org>  
**Subject:** RE: Agency Transmittal - Gary & Teri Oppen Annexation

Good afternoon,

ITD has no comments in regards to the annexation of Gary and Terri Oppen's annexation and rezone at this time.

Thank you,

Wendy

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**From:** Barbara Norgrove <[bnorgrove@staridaho.org](mailto:bnorgrove@staridaho.org)>  
**Sent:** Tuesday, October 11, 2022 3:43 PM  
**To:**  
**Subject:** FW: Agency Transmittal - Gary & Teri Oppen Annexation

**CAUTION:** This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

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**Subject:** Agency Transmittal - Gary & Teri Oppen Annexation

Please see attached Agency Transmittal for Gary & Teri Oppen Annexation application located in Star, Ada County.

Thanks.

Shawn

**SHAWN L. NICKEL**  
**PLANNING DIRECTOR AND ZONING ADMINISTRATOR**  
**CITY OF STAR**  
[SNICKEL@STARIDAHO.ORG](mailto:SNICKEL@STARIDAHO.ORG)  
208-908-5455

## LEGAL NOTICE PUBLIC HEARING

Notice is hereby given that the Star City Council will hold a Public Hearing on **December 6, 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.

**Application:** Gary & Teri Opper Annexation  
Files #'s AZ-22-14 Annexation and Zoning  
DA-22-15 Development Agreement

**Applicant/Owner:** Gary & Teri Opper, 3130 N. Can Ada Road, Star, ID

**Action:** The Applicant is seeking approval of an Annexation and Zoning, and Development Agreement for their property located at 3130 N. Can Ada Road in Star, Idaho. The property consists of 5-acres.

**Property Location:** The subject property is generally located on the east side of N. Can Ada Road, north of W. New Hope Road. Ada County Parcel No's. R7284770800 & S0406223100.

**Information/Comments:** A complete copy of the applications are available at City Hall for public review. The City invites all interested parties to attend the meeting and provide public testimony. Written comments will be accepted by the City up to 2 days prior to the date of the public hearing.

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](mailto:snickel@staridaho.org)