

**CITY COUNCIL REGULAR MEETING AGENDA**

City Hall - 10769 W State Street, Star, Idaho  
Tuesday, August 01, 2023 at 7:00 PM

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

1. **CALL TO ORDER** – Welcome/Pledge of Allegiance
2. **INVOCATION** – Host Coordinator Harroll Wiley, LifeSpring 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. **Pending / Paid Claims to be Approved:**
  - B. Findings of Fact / Conclusions of Law - **Dude Dewalt Winery Annexation, Comprehensive Plan Amendment & Conditional Use Permit (FILE: AZ-23-02 / DA-23-04 / CPA-23-01 / CU-23-05)**
5. **PUBLIC HEARINGS with ACTION ITEMS:** (The Council at its option may suspend the rules requiring three separate readings on three separate days for ordinances on the agenda for approval. This may be by a single motion to suspend the rules under Idaho Code 50-902; second of the motion; ROLL CALL VOTE; Title of the Ordinance is read aloud; motion to approve; second of the motion: ROLL CALL VOTE.)
  - A. **PUBLIC HEARING: BUDGET HEARING FY23/24** - A Public Hearing pursuant to Idaho Code 50-1002 will be held for consideration of the proposed budget for the Fiscal Year October 1, 2023 to September 30, 2024, in the amount of \$13,542,388.70 with a proposed levy amount of \$1,869,337 from Ada and Canyon County Assessed Property Taxes. The hearing will be held at Star City Hall 10769 West State Street, Star Idaho at 7:00 Pm on August 1, 2023. All interested persons are invited to appear and show cause, if any why such budget should or should not be adopted. Copies of the proposed Star City Budget in detail are available at City Hall during regular office hours. City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities related to the budget documents or the hearing should contact the City Clerk's Office at 208-905-5452.
    - \* **Budget Presentation**
    - \* **Public Comments (Time Limit set by the Mayor)**
    - \***Tentative Approval (ACTION ITEM)**
6. **ACTION ITEMS:**(The Council at its option may suspend the rules requiring three separate readings on three separate days for ordinances on the agenda for approval. This may be by a single motion to suspend the rules under Idaho Code 50-902; second of the motion; ROLL CALL VOTE; Title of the Ordinance is read aloud; motion to approve; second of the motion: ROLL CALL VOTE.)
  - A. **Ordinance 385-2023 & DEVELOPMENT AGREEMENT (Hood Rats Rezone)** AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 11525 W. STATE STREET IN STAR, IDAHO (ADA COUNTY PARCEL R1842701715); THE PROPERTY IS OWNED BY NEWELL AND ELIZABETH PRICE; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA) ON APPROXIMATELY .19 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. **ORDINANCE 375-2023 & DEVELOPMENT AGREEMENT (Maddenford Subdivision Annexation)** AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 3605 N. POLLARD LANE, IN STAR, IDAHO (ADA COUNTY PARCELS R5455720020) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY NORTH POLLARD LANE LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 5.0 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)**
  - C. **ORDINANCE 384-2023 & DEVELOPMENT AGREEMENT (Red Barn Inn Rezone)** AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 309 S. MAIN STREET IN STAR, IDAHO (ADA COUNTY PARCEL R1842701715); THE PROPERTY IS OWNED BY LEI FAMILY LIVING TRUST 08/16/2005; ESTABLISHING

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



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THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA) ON APPROXIMATELY .70 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)**

D. **Master Pathways Agreement - Middleton Mill Ditch Company / Middleton Irrigation Association Inc / City of Star** - Agreement between parties to utilize Rights-Of-Ways, Ditch Easements along Irrigation and Ditch Company with the City of Star for Pathways. **(ACTION ITEM)**

E. **Photo Copier Leases** - Approve Photocopier Leases **(ACTION ITEM)**

### 7. ADJOURNMENT



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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

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12:10:04

CITY OF STAR  
Claim Details by Posted Date  
For Claims from 07/13/23 to 07/26/23

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Section 4, Item A.

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2199	21993S	1278 AAA FENCE RENTAL INC	326.40						
1	07/05/23	Temp Fence Splash Pad	326.40			10 706 41540	738		10110
		<b>Total for Vendor:</b>	<b>326.40</b>						
2230	22062S	1255 ACTION GARAGE DOOR	775.00						
		The City damaged a customer's garage door and replaced it.							
1	80027377	07/18/23 Replacement Garage Door	775.00			10 41540	431		10110
		<b>Total for Vendor:</b>	<b>775.00</b>						
2197	21994S	21 ADA COUNTY LANDFILL	152.75						
1	0705-0159	07/05/23 Landfill Fees	18.56			10 41540	411		10110
2	0705-0411	07/05/23 Landfill Fees	20.01			10 41540	411		10110
3	0708-0389	07/08/23 Landfill Fees	15.00			10 41540	411		10110
4	0706-0468	07/06/23 Landfill Fees	15.08			10 41540	411		10110
5	0706-0317	07/06/23 Landfill Fees	49.59			10 41540	411		10110
6	0706-0124	07/06/23 Landfill Fees	34.51			10 41540	411		10110
2239	22061S	21 ADA COUNTY LANDFILL	15.00						
1	230721-016	07/21/23 Landfill Fees	15.00			10 41540	411		10110
		<b>Total for Vendor:</b>	<b>167.75</b>						
2195	21995S	22 ADA COUNTY PROSECUTORS OFFICE	2,500.00						
1	JULY 2023	06/29/23 Prosecutions Contract - Jul	2,500.00			10 42110	322		10110
		<b>Total for Vendor:</b>	<b>2,500.00</b>						
2196	21996S	23 ADA COUNTY SHERIFF'S OFFICE	160,006.83						
1	117922	07/03/23 Police Services July 2023	160,006.83			10 42110	365		10110
		<b>Total for Vendor:</b>	<b>160,006.83</b>						
2193	21997S	1376 AMANDA JONES	20.00						
1	07/14/23	HT Parade Refund	20.00			10 41810	698		10110
		<b>Total for Vendor:</b>	<b>20.00</b>						

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2194	21998S	1377 ANALYTICAL LABORATORIES, INC	333.00						
1	2304585	06/30/23 Fish Pond Water Testing	333.00			10 41810	737		10110
		<b>Total for Vendor:</b>	<b>333.00</b>						
2198	21999S	1067 ANNIE PEW	726.77						
Ion Grant									
1	07/10/23	Reimburse Summer Camps	726.77			10 104 44022	611		10110
2236	22031S	1067 ANNIE PEW	1,204.68						
Ion Grant									
1	07/18/23	Reimburse Pizza Star Middle Sc	46.53			10 44022	699		10110
2	07/18/23	Reimburse Before/After School	38.16			10 101 44022	611		10110
3	07/18/23	Reimburse Baking Camp	1,119.99			10 102 44022	611		10110
		<b>Total for Vendor:</b>	<b>1,931.45</b>						
2213	22000S	1284 ARDEN YUNDT	150.00						
1	07/14/23	RH Concert Dance Lesson	150.00			10 41810	598		10110
		<b>Total for Vendor:</b>	<b>150.00</b>						
2241	22060S	93 BATTERIES PLUS BULBS	16.30						
1	P63811031	07/05/23 Battery	16.30			10 41540	437		10110
		<b>Total for Vendor:</b>	<b>16.30</b>						
2200	22001S	1035 BILLS MACHINE SHOP	1,800.00						
1	23-2555	07/13/23 Dockzilla	1,800.00			10 45110	737		10110
		<b>Total for Vendor:</b>	<b>1,800.00</b>						
2202	22002S	119 BOISE STATE UNIVERSITY	1,305.00						
Scholarship Award Funds for Benjamin Wesley Homer Student ID: 114248556									
1	07/14/23	Scholarship Benjamin Homer	1,305.00			10 48520	840		10110
		<b>Total for Vendor:</b>	<b>1,305.00</b>						
2201	22003S	1098 BRIGHAM YOUNG UNIVERSITY IDAHO	1,470.00						
Scholarship Award Funds for Mercedes Rainey, Student ID: 14-401-8610									
1	07/14/23	Scholarship Mercedes Rainey	1,470.00			10 48520	840		10110
		<b>Total for Vendor:</b>	<b>1,470.00</b>						

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2204	22004S	263 BRIGHTLY SOFTWARE INC	1,124.49						
1	212410	05/24/23 SmarGov Connector Bluebeam	1,124.49			10 41510	751		10110
2240	22035S	263 BRIGHTLY SOFTWARE INC	1,638.75						
1	218061	07/10/23 Project Management	213.75			10 41510	751		10110
2	218061	07/10/23 Blue Beam Connector Config	1,425.00			10 41510	751		10110
		<b>Total for Vendor:</b>	<b>2,763.24</b>						
2242	22036S	1382 BRYCE MILLER	10.00						
1	07/12/23	Refund - overpayment passport	10.00			10 41810	698		10110
		<b>Total for Vendor:</b>	<b>10.00</b>						
2206	22005S	159 CANYON COUNTY CLERK	100.00						
1	June 2023	07/05/23 Prosecution Services	100.00			10 42110	322		10110
		<b>Total for Vendor:</b>	<b>100.00</b>						
2210	22006S	160 CANYON HIGHWAY DISTRICT # 4	116,150.00						
1	07/07/23	Impact Fees through 06/26/23	116,150.00			10 41510	732		10110
		<b>Total for Vendor:</b>	<b>116,150.00</b>						
2208	22007S	1312 CAPITAL PAVING COMPANY INC	523,581.16						
Engineer's Project No 203010-464 State Highway 44, Bent Lane to Star Road									
1	13818	06/30/23 SH-44 Construction App #5	523,581.16			10 500 45110	760		10110
		<b>Total for Vendor:</b>	<b>523,581.16</b>						
2243	22037S	171 CBH HOMES	20.65						
BPRA2023-147									
1	07/21/23	Refund Hometown Parade	20.65			10 41510	698		10110
		<b>Total for Vendor:</b>	<b>20.65</b>						
2205	22008S	190 CLEARFLY	231.89						
1	INV106897	07/14/23 Telephone Services	231.89			10 41810	416		10110
		<b>Total for Vendor:</b>	<b>231.89</b>						

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2207	22009S	200 COLLEGE OF WESTERN IDAHO	1,320.00						
		Scholarship Award Funds for Nicholas May, Student ID: 0411126							
1	07/14/23	Scholarship Nicholas May	1,320.00			10 48520	840		10110
		<b>Total for Vendor:</b>	<b>1,320.00</b>						
2245	22038S	233 DAN'S PUMP AND FILTER LLC	90.00						
1	8139 07/18/23	Service Irrigation Check	90.00			10 41540	435		10110
		<b>Total for Vendor:</b>	<b>90.00</b>						
2246	22039S	231 DANA PARTRIDGE	2,695.00						
1	07/21/23	Services July 7 - July 20 2023	2,695.00			10 41140	351		10110
		<b>Total for Vendor:</b>	<b>2,695.00</b>						
2244	22040S	254 DOG WASTE DEPOT	649.41						
1	560136 07/18/23	Dog Waste Bags	649.41			10 41540	611		10110
		<b>Total for Vendor:</b>	<b>649.41</b>						
2247	22041S	274 EDNETICS INC	1,103.45						
1	123089 07/12/23	Firewall Rec Center	1,103.45			10 850 45110	741		10110
		<b>Total for Vendor:</b>	<b>1,103.45</b>						
2212	22010S	1378 ELIZABETH FLOWER	20.00						
1	07/14/23	HT Parade Refund	20.00			10 41810	698		10110
		<b>Total for Vendor:</b>	<b>20.00</b>						
2211	22011S	300 FASTENAL	54.91						
1	121888 06/28/23	B&G Supplies	54.91			10 41540	611		10110
		<b>Total for Vendor:</b>	<b>54.91</b>						
2248	22042S	302 FATBEAM LLC	2,597.50						
1	35681 07/01/23	Fiber Optic Internet Service	2,597.50			10 41810	419		10110
		<b>Total for Vendor:</b>	<b>2,597.50</b>						

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2249	22043S	325 GAMEFACE ATHLETICS	1,256.46						
1	317050	07/14/23 Art by the River	1,256.46			10 45130	586		10110
		<b>Total for Vendor:</b>	<b>1,256.46</b>						
2215	22012S	1344 HORROCKS	45,547.58						
1	78570	07/10/23 SH-44 CE&I Progress Pay App 4	45,547.58			10 500 41510	331		10110
		<b>Total for Vendor:</b>	<b>45,547.58</b>						
2235	22030S	382 IDAHO CENTRAL CREDIT UNION	1,738.89						
1	3994	07/11/23 Qualls	1,738.89			10 41810	611		10110
		<b>Total for Vendor:</b>	<b>1,738.89</b>						
2216	22013S	1379 INGA ALVERSON	500.00						
1		07/14/23 Riverhouse Deposit Refund	500.00			10 41810	737		10110
		<b>Total for Vendor:</b>	<b>500.00</b>						
2218	22014S	421 INTERMOUNTAIN GAS COMPANY	42.81						
1	*3000	1 05/02/23 City Hall	10.69			10 41810	414		10110
2	*3000	2 05/02/23 B&G Shop-1310 N Little Camas	9.79			10 41540	414		10110
3	*1000	1 05/02/23 Outreach Building	9.79			10 41810	414		10110
4	*7251	2 05/02/23 Star Police Station	12.54			10 42010	414		10110
		<b>Total for Vendor:</b>	<b>42.81</b>						
2219	22015S	448 JANET WALLACH	50.00						
1		07/09/23 Refund - Teen Week	50.00			10 44022	698		10110
		<b>Total for Vendor:</b>	<b>50.00</b>						
2251	22044S	1383 JOHN DEERE FINANCIAL	358.14						
1		07/21/23 Blade, Air Filter, Oil Filter	358.14			10 41540	437		10110
		<b>Total for Vendor:</b>	<b>358.14</b>						
2250	22045S	1328 JON C IRBY LANDSCAPING LLC	1,416.00						
1	22411	07/06/23 Shade Master Locust	560.00			10 41540	435		10110
2	22411	07/06/23 Red Sunset Maple	560.00			10 41540	435		10110
3	22411	07/06/23 Flower Basket	140.00			10 41540	435		10110
4	22411	07/06/23 Shiraz Black Grass	156.00			10 41540	435		10110
		<b>Total for Vendor:</b>	<b>1,416.00</b>						

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2217	22016S	480 JULEE ELLIOTT	306.00						
1	2190	05/30/23 Dog Park Event Banners	306.00			10 45130	586		10110
		<b>Total for Vendor:</b>	<b>306.00</b>						
2266	22064S	1352 KIMBERLEE YORK	1,470.00						
1	07/24/23	Lil' Starz Lil Mermaid Camp	1,470.00			10 44022	352		10110
		<b>Total for Vendor:</b>	<b>1,470.00</b>						
2267	22065S	1304 LANDSCAPE STRUCTURES INC	232,050.00						
1	127271	07/07/23 Install Splashpad Progress	232,050.00			10 706 45110	738		10110
		<b>Total for Vendor:</b>	<b>232,050.00</b>						
2220	22017S	542 LIFESPRING CHURCH	500.00						
1	06/28/23	Archery Camp	500.00			10 104 44022	699		10110
		<b>Total for Vendor:</b>	<b>500.00</b>						
2222	22018S	557 M & M COURT REPORTING SERVICE	1,141.00						
1	92480B5	07/12/23 City Council Mtg Transcriptio	1,141.00			10 41810	610		10110
		<b>Total for Vendor:</b>	<b>1,141.00</b>						
2221	22019S	635 MOUNTAIN ALARM	290.00						
1	3722253	06/29/23 Fire Alarm Inspection	290.00			10 41810	344		10110
2252	22046S	635 MOUNTAIN ALARM	105.00						
1	3752812	07/01/23 Fire Alarm Inspection	15.00			10 41810	344		10110
2	3752812	07/01/23 Backflow Inspection	7.00			10 41810	344		10110
3	3752812	07/01/23 Fire Monitoring	32.50			10 41810	344		10110
4	3752812	07/01/23 Fire Sprinkler Inspection	18.00			10 41810	344		10110
5	3752811	07/01/23 Security Cellular Backup	13.00			10 41810	344		10110
6	3752811	07/01/23 Security Monitoring	19.50			10 41810	344		10110
		<b>Total for Vendor:</b>	<b>395.00</b>						
2253	22047S	656 OFFICE SAVERS ONLINE	42.88						
1	9680	07/18/23 Folders and Stamp	42.88			10 41810	611		10110
		<b>Total for Vendor:</b>	<b>42.88</b>						

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2223	22020S	686 PORTAPROS LLC	360.00						
1	126531A-1	07/11/23 Star Middle School	160.00			10 41540	411		10110
2	121435N-1	07/06/23 Dog Park	260.00			10 41540	411		10110
3	125522-1	07/06/23 Discount Credit	-60.00			10 41540	411		10110
2254	22048S	686 PORTAPROS LLC	270.80						
This invoice was incorrectly credited back in April									
1	121435K-1	04/13/23 Dog Park	270.80			10 41540	411		10110
		<b>Total for Vendor:</b>	<b>630.80</b>						
2225	22021S	1380 REID BLACKBURN	4,500.00						
1	07/12/23	ITD Video Project	4,500.00			10 45110	760		10110
		<b>Total for Vendor:</b>	<b>4,500.00</b>						
2256	22049S	707 REPUBLIC SERVICES INC	845.55						
1	001319822	05/31/23 Hunters Creek Park	425.97			10 41540	411		10110
2	001320121	05/31/23 Star River Access 1000 S Ma	85.39			10 41540	411		10110
3	001320172	05/31/23 River Park 1000 S Main St	116.30			10 41540	411		10110
7	001323661	05/31/23 Star City Hall	127.27			10 41540	411		10110
8	001324062	05/31/23 Blake Haven Park	90.62			10 41540	411		10110
		<b>Total for Vendor:</b>	<b>845.55</b>						
2224	22022S	1243 RIVER VALLEY WOODWORKS	200.00						
1	06/30/23	Tree House Repair	200.00			10 703 45110	737		10110
		<b>Total for Vendor:</b>	<b>200.00</b>						
2265	22063S	721 ROBERT P LITTLE	4,402.50						
1	116185	07/21/23 B&G Contracted Services	4,660.00			10 41540	351		10110
2	Life Insur	07/21/23 Life Insurance	-203.50			10 41540	215		10110
3	Vision Ins	07/21/23 Spousal Vision Insurance	-13.00			10 41540	211		10110
4	Dental Ins	07/21/23 Spousal Dental Insurance	-41.00			10 41540	212		10110
		<b>Total for Vendor:</b>	<b>4,402.50</b>						

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2227	22023S	727 RON WESTON	116.12						
1	07/09/23	Reimburse Float Materials	116.12			10 44021	699		10110
		<b>Total for Vendor:</b>	<b>116.12</b>						
2226	22024S	1238 ROYALTY ELECTRIC LLC	150.00						
1	23085 07/07/23	Network Cables	150.00			10 41810	742		10110
2255	22050S	1238 ROYALTY ELECTRIC LLC	450.00						
1	23085-2 07/17/23	Network Cables	450.00			10 41810	742		10110
		<b>Total for Vendor:</b>	<b>600.00</b>						
2258	22051S	752 SBI CONTRACTING INC	455.00						
1	10617 07/17/23	Hand Dryer Blake Park	455.00			10 41540	733		10110
		<b>Total for Vendor:</b>	<b>455.00</b>						
2268	22066S	772 SHERWIN WILLIAMS	201.74						
1	04422 06/13/23	Paint	77.57			10 41540	434		10110
2	63772 06/14/23	Paint	124.17			10 41540	434		10110
		<b>Total for Vendor:</b>	<b>201.74</b>						
2229	22025S	777 SILVER CREEK SUPPLY	109.17						
1	*2009-001 07/11/23	Clamp and shovel	30.55			10 41540	611		10110
2	*7181-001 07/11/23	Slip Fix	78.62			10 41540	611		10110
2257	22052S	777 SILVER CREEK SUPPLY	132.38						
1	*7234-001 07/13/23	Emitter, Coupling, Indicato	132.38			10 41540	435		10110
		<b>Total for Vendor:</b>	<b>241.55</b>						
2259	22053S	796 SPECIALTY CONSTRUCTION SUPPLY	20,846.00						
1	023883-IN 07/18/23	Traffic Cont Devices Hometo	20,846.00			10 50 41810	597		10110
		<b>Total for Vendor:</b>	<b>20,846.00</b>						
2228	22026S	1381 SWEET BRIAR	750.00						
1	07/14/23	Riverhouse Concert	750.00			10 51 41810	599		10110
		<b>Total for Vendor:</b>	<b>750.00</b>						

07/27/23  
12:10:04

CITY OF STAR  
Claim Details by Posted Date  
For Claims from 07/13/23 to 07/26/23

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Section 4, Item A.

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2232	22027S	857 TATES RENTS	691.71						
1	1750640-9	07/11/23 Trailer	51.49			10 41540	442		10110
2	1725594-2	05/11/23 Compactor	86.76			10 41540	442		10110
3	1735424-9	06/01/23 Roller and Trailer	347.92			10 41540	442		10110
4	1735810-9	06/01/23 Edger and Gatorline	203.93			10 41540	442		10110
5	F28705-1	06/30/23 Finance Charge	1.61			10 41540	442		10110
		<b>Total for Vendor:</b>	<b>691.71</b>						
2261	22054S	1355 THE STAR COURIER NEWSPAPER	226.80						
1	1712	07/18/23 Recreation Dept	151.20			10 44022	530		10110
2	1712	07/18/23 PAB Committee	75.60			10 45130	586		10110
		<b>Total for Vendor:</b>	<b>226.80</b>						
2260	22055S	898 TREASURE VALLEY COFFEE	341.77						
1	09580733	07/18/23 Ciity Hall Coffee/Hot Choc	80.70			10 41810	611		10110
2	09470469	07/18/23 Rec Dept Water	26.80			10 44022	611		10110
3	09470423	07/18/23 City Hall Water	129.27			10 41810	611		10110
4	09580731	07/18/23 Bldg Maint Coffee	105.00			10 41540	611		10110
		<b>Total for Vendor:</b>	<b>341.77</b>						
2262	22056S	1295 VALLEY OFFICE SYSTEMS	195.01						
1	AR1194974	07/17/23 Monthly Lease - Copier	195.01			10 41810	610		10110
		<b>Total for Vendor:</b>	<b>195.01</b>						
2233	22028S	930 VALLEY WIDE COOP	1,640.28						
1	A62383	06/02/23 Tank Rent	300.00			10 41540	626		10110
2	A62772	06/12/23 Gas	1,106.02			10 41540	626		10110
3	A63124	06/22/23 Diesel	325.94			10 41540	626		10110
4	C47243	06/28/23 Gas Credit	-91.68			10 41540	626		10110
		<b>Total for Vendor:</b>	<b>1,640.28</b>						
2264	22057S	935 VERIZON WIRELESS	964.70						
		Charges for 18 Phone Lines and 1 Jetpack							
1	9938614787	07/24/23 Montly Cell Phone Charge	964.70			10 41810	416		10110
1		<b>Total for Vendor:</b>	<b>964.70</b>						

07/27/23  
12:10:04

CITY OF STAR  
Claim Details by Posted Date  
For Claims from 07/13/23 to 07/26/23

Page: 10 of 10  
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Section 4, Item A.

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2263	22058S	938 VOLTLINE MEDIA	900.00						
		Activities Movie Night							
1	0015	07/19/23 Labor & Equip Movie Night	1,055.00			10 52 41810	598		10110
2	0015	07/19/23 Repeat Customer Discount	-155.00			10 52 41810	598		10110
		<b>Total for Vendor:</b>	<b>900.00</b>						
2234	22029S	962 XEROX	106.92						
		Meter Read from 04/30/23 - 05/21/23							
2	019204796	07/01/23 Meter Usage	106.92			10 41810	742		10110
		<b>Total for Vendor:</b>	<b>106.92</b>						
		<b># of Claims</b>	<b>70</b>	<b>Total:</b>	<b>1147,860.15</b>	<b># of Vendors</b>	<b>63</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. \*\*

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**  
**DUDE DEWALT WINERY ANNEXATION, COMPREHENSIVE PLAN AMENDMENT &**  
**CONDITIONAL USE PERMIT**  
**AZ-23-02/DA-23-04/CPA-23-01/CU-23-05**

The above-entitled Annexation and Zoning, Comprehensive Plan Amendment and Conditional Use Permit application came before the Star City Council for action on July 18, 2023, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

**Procedural History:**

***A. Proposed Project Summary:***

The Applicant is requesting approval of an Annexation and Zoning (RR Rural Residential), a Comprehensive Plan Map Amendment, a Development Agreement, and a Conditional Use Permit for a proposed winery and events center to be located within the City of Star. The property is located at 5446 Hwy 16 in Star, Idaho, and consists of 34.60 acres. The subject property is generally located on the east side of Hwy 16, near W. Deep Canyon Drive. Ada County Parcel No. S0328427800.

***B. Application Submittal and Agency Transmittal:***

A neighborhood meeting was held on May 5, 2023, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1A-6C). The Land Use applications were accepted by the City on June 8, 2023. Original notice was sent to agencies having jurisdiction in the City of Star on June 8, 2023.

***C. Notice of Public Hearing:***

Notice of Public Hearing on the application for the City of Star City Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code, and the Star Unified Development Code on June 30, 2023. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on June 27, 2023. The property was posted in accordance with the Star Unified Development Code on July 7, 2023.

***D. Property History:***

This property does not have any history of land use applications within the City of Star. The property has received previous approvals from Ada County for a winery and events center.

**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>	Rural Residential (RR) Ada County	Ada County – Rural Residential	Winery - Agricultural Use County Approved Event Center
<b>Proposed</b>	Rural Residential (RR) City of Star	Proposed Rural Residential City of Star	Winery - Agricultural Use Event Center - CUP
<b>North of site</b>	Rural Residential (RR) Ada County	Ada County – Rural Residential	Vacant
<b>South of site</b>	Rural Residential (RR) Ada County	Ada County – Rural Residential	Single Family Residential
<b>East of site</b>	Rural Residential (RR) Ada County	Ada County – Rural Residential	Vacant - BLM
<b>West of site</b>	Rural Residential (RR) Ada County Residential (R-2) City of Star	Estate Rural Residential	Vacant/Single Family Residential

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

**COMPREHENSIVE PLAN MAP AMENDMENT:**

The applicant is requesting approval of a Comprehensive Plan Map Amendment with a land use designation of Rural Residential. By amending the Future Land Use Map, the proposed annexation application and proposed zoning designation of RR will match the new City Comprehensive Plan designation.

**ANNEXATION & ZONING:**

The applicant is requesting approval of an annexation and zoning application with a zoning designation of Rural Residential (RR-DA) on 34.60 acres. This zoning district allows for residential and certain commercial uses through the conditional use permit process. The property is located in an area that can be serviceable with central sewer and water provided by Star Sewer and Water District in the near future, if necessary. The property currently has access to Hwy 16, a public roadway. The zoning request includes a development agreement that will address conditions of approval placed upon the application from Staff and the City Council.

## 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.

## CONDITIONAL USE PERMIT

The applicant is requesting approval of a Conditional Use Permit for a Winery and Indoor/Outdoor Event Center. These uses are allowed in the proposed RR zoning district. The applicant has previously received approval of the proposed uses through Ada County, and is operating the facility on a limited basis, until specific conditions of approval have been met. The County has had several public hearings with the applicant and neighboring property owners and has set specific conditions of approval requirements for the applicant based on those meetings. **Staff has reviewed the record, including findings of fact and final decisions by the County Commissioners, and recommends that the City Council adopt the applicable County conditions of approval as they exist, with some modifications.** Staff is recommending additional conditions based on the applicant's revisions to the site plan that, in Staff's opinion, follow the intent of the County in their approval.

### Winery Use

Included in the existing/proposed Winery Use is the following:

- Vineyards (existing agricultural use – protected by Right to Farm Act). The property currently contains approximately 8- acres of wine grapes, irrigated from a private well and cultivated by the property owner.
- Primary Residence – (existing) 5,400 square feet Caretakers Dwelling. Currently lived in by owners/applicant. Current personal residential activities not associated with the winery or event center shall continue to be allowed. Applicant proposes potential future use of structure as an additional tasting room and/or event area. Staff will require any future change of use from a residence to be subject to Certificate of Zoning Compliance. All current building and fire codes would need to be completed prior to any public occupancy.
- Tasting Room (existing) – 2,250 square feet with additional 1,104 square feet of tented or permanent enclosed area. Tasting room includes tastings, sales by the glass or bottle for on-site consumption and retail sales of wine and gifts for off-site export. Food currently served includes charcuterie boards (cheese & meats), breads, pizza and soups and other similar foods.
- Storage/Production Facility (existing) – 3,500 square feet. Currently used for storage of wine barrels and wine production. Staff will require the applicant to meet all Fire District

requirements.

- Winery Events – Current/existing winery related events (normal winery operations) including, but not limited to, ticketed and non-ticketed events such as wine dinners, wine classes, wine industry related events, wine releases, wine club releases and gatherings, special tastings. These events may or may not include music.
- Food Services – (existing) In addition to providing limited food services for sale or complimentary to wine tastings, the winery use includes food trucks servicing patrons. Staff will require the applicant to meet all Central District Health requirements regarding the serving of food.
- Proposed Expansion of Existing Tasting Room\* – Applicant is proposing to expand the existing tasting room from 2,250 square feet to approximately 3,700 square feet.
- Proposed New Tasting Room\* – Applicant is proposing a new 3,000 square feet building near the southeast corner of the property. This area would include indoor and outdoor seating. Per Ada County conditions of approval, this building and the associated patio seating shall be a minimum of 125 feet from the southern property line.
- Proposed New Production/Tasting Room/Event Center Facility\* – Applicant is proposing a new, approximately 14,000 square feet facility located near the western boundary of the property. This facility would include interior office space and balconies.
- Proposed New Storage Building\* – Applicant is proposing a new, 6,000 square feet storage building that will be used to house wine barrels and other winery related items. Occupancy will be from 1 to 10 persons, typically.
- Miscellaneous Structures\* and amenities\* – The site plan shows additional materials storage buildings, parking areas, pergolas, vineyards, bike and UTV parking, landscaping, and patios and other hardscape areas throughout the property. These locations are conceptual and subject to change as specific details are completed. These locations shall be subject to all specific conditions of approval.
- Potential Tasting & or Events areas and/or Buildings\* – Applicant has indicated additional areas in the north and northeast area of the property for potential locations for the Tasting and/or Events area. Buildings would be 5,000 square feet each.
- Potential Amphitheater Area\* – Applicant has indicated location of a potential amphitheater area in the northeast corner of the property.

**\*All new structures shall be subject to fire and building code standards. Extension of sewer & water may be required by Star Sewer & Water District to accommodate fire suppression and domestic water and sewer needs. All new structures shall be**

**subject to future Certificate of Zoning Compliance (CZC) applications. Building elevations, parking, lighting, access details, fire and building code reviews and other Staff requested details will be reviewed for each building and proposed amenity under the CZC process.**

### **Event Center Use**

Included in the existing/proposed Event Center Use is the following:

- Event Center activities that are not associated with the winery or its use include but are not limited to advertised and ticketed private events including concerts, fundraisers and car shows, and private events including holiday, business or office parties and meetings, birthdays, weddings and engagement parties.
- Events associated with the Event Center are proposed to be limited to a maximum of 250 guests at any given time. The applicant has requested events with 125 or fewer guests be unlimited in the number of events allowed. Events between 126 and 250 guests are proposed to be limited to 24 events annually.

### **ADDITIONAL DEVELOPMENT FEATURES:**

- Hours of Operation – The applicant has requested hours of operation for the winery and associated uses as 10 a.m. to 10 p.m. daily, with 24 hours a day, seven days a week for the winery production and agricultural operations. The applicant has not indicated hours of operation for the Events Center portion of the application. Staff recommends adopting Ada County’s condition limiting the Event Center uses (over 125 people) to 10 a.m. to 10 p.m., daily, with Mondays and Tuesdays limited to 10 a.m. to 6 p.m. and the operation of the winery use as 24 hours/7 days a week.
- Access – ITD Review – Current access to the facility is a gravel, private driveway from Hwy 16 east into the property and to the existing tasting facility, storage and production facility and single-family dwelling. The applicant submitted a traffic impact study (TIS) to ITD on January 13, 2022. ITD reviewed the TIS and has provided written comment to the City regarding the proposed application. A condition of approval from the original Ada County review process included a northbound right turn lane be installed at the access point on Hwy 16. The applicant is coordinating with the developers of the Spring Valley Development located to the north and east of the subject property to include the northbound right turn lane as part of the Hwy 16 roadway improvements that are currently being constructed adjacent to and north of the subject property. ITD has also verbally commented to Staff that a southbound left turn lane will be constructed at the same time by the Spring Valley developers.

- Lighting – All site lighting shall reflect the “Dark Sky” criteria established by the City. The applicant shall submit a lighting plan with the first CZC application, and all subsequent submittals illustrating compliance with all City lighting requirements.
- Parking – The applicant currently has 4 parking spaces for the existing single-family dwelling (2-spaces required). The applicant currently has 40 existing spaces located in the southern area of the property. The Star Unified Development Code does not specify parking requirements for wineries and event centers. Ada County required in their review a minimum of 150 total spaces be provide. RV parking has been included on the site plan. All vehicle, RV or Bus parking shall be specifically designed on illustrated on all future CZC application site plans.
- Landscaping/Buffering – The applicant is proposing a landscape berm of approximately 300 feet on the southern boundary of the property starting near the eastern corner of the property. Although the applicant has not provided details on the size of the berm or the type of landscaping being provided, Ada County has conditioned the berm to be 8 feet tall with 6 feet tall trees provided between the parking lot and residences to the south. All additional internal landscaping shall be reviewed with the CZC application submitted with each phased individual building and/or use. The remaining majority of the property will be left in either native vegetation or will be vineyards.
- Phasing/Timing – The applicant has not provided a final build-out date for the facility but has stated that final expansion could exceed 5-years. Staff will recommend a reasonable time period for the CUP to be valid.
- Emergency Services - The applicant shall meet all requirements for emergency access, water supply and vehicle turn-around from the Star Fire District. Should municipal water be required to meet fire flows, the applicant shall annex into the Star Sewer and Water District and comply with any District requirements.
- Existing Well & Septic System – The current use of the winery utilizes an existing well and septic system for all existing uses. The applicant shall be required to meet all Central District Health Department and Idaho Department of Water Resources standards for any necessary expansion of the well and septic systems. The applicant may use portable bathroom facilities on this property.

#### **Ada County Conditions of Approval and City Staff Analysis and Recommendations.**

Staff recommends that the Council adopt the following Conditions of Approval that were part of the Ada County review and approval.

1. Central District Health shall approve any new or upgraded septic systems.

2. Star Fire District shall approve all fire flow requirements and/or building permits, and any occupancy requirements for all buildings on-site. All Wildland Urban Fire Interface Overlay District requirements shall be met.
3. The owner/applicant shall maintain a minimum 125 feet distance from the southern property line to the new proposed tasting room and associated patio.
4. The owner/applicant shall submit plans for food or beverage establishment to the Central District Health Department for plan review and approval.
5. Idaho Department of Water Resources shall approve any new or upgraded well construction.
6. The owner/applicant shall pay the ACHD all traffic impact fees prior to issuance of a building permit.
7. The owner/applicant shall provide an all-weather dustless material (or other City approved dust mitigation) if the off-street parking areas and private drive are not surfaced with asphalt or concrete.
8. The owner/applicant shall either install a placard or striping that clearly identifies and demarcates the ADA accessible parking spaces.
9. The owner/applicant, engineer of record and/or contractor shall notify the City when a construction start date is established.
10. The Engineer of Record shall submit a letter to the City stating the work has been completed in substantial compliance with the approved plans for the construction of the driveways and parking areas.
11. The owner/applicant shall schedule a final inspection with the City upon completion of each phase of the driveways and parking areas.
12. The owner/applicant shall schedule a final inspection with the Star Fire District prior to issuance of a Certificate of Occupancy.
13. During the time that the future construction of the production facility happens, the current driveway shall be constructed to Star Fire District standards. Star Fire District shall approve all access requirements.
14. A northbound right turn lane shall be constructed to the ITD current standards to mitigate for entering traffic.
15. A Certificate of Occupancy will be issued when all the above conditions are met. In the event conditions cannot be met by the desired date of occupancy, the owner/applicant may request a surety agreement in lieu of completing the improvements.
16. If a gate is ever installed, it will need to be equipped with a KNOX key lock specific to Star Fire District.
17. The outdoor public address/speaker system shall comply with the noise regulations of the City Code.
18. Food service for events shall be approved by the Central District Health Department.
19. Any (Event Center) event of more than 125 people and no greater than 250 people shall be limited to 24 events per year.
20. The days and hours of operation for the wine tasting and associated uses and the Event Center uses are from 10 a.m. to 10 p.m., daily; On Mondays and Tuesdays, hours of operation for events greater than 125 people shall be limited to 10 a.m. to 6 p.m. The operation of the winery use is allowed 24 hours/7 days a week.

21. The owner/applicant shall comply with ITD Permit No. 3-19-504 or any updated permits. Should the use of the parcel change causing any increase in trip generation, or the parcel is split, the property owner shall reapply for access with ITD.
22. All drainage shall be retained onsite during and after construction.
23. During construction earthmoving equipment operation, hours shall be limited to between 7 a.m. to 6 p.m.
24. The owner/applicant is responsible for restoring all disturbed areas. Restoration shall match the approved plans. For unapproved areas of disturbance, the City Engineer shall determine the level of restoration. This could include geotechnical reports, grading, erosion control blankets and hydro seeding.
25. The property must be managed and maintained consistent with the standard regulations of Star City Code regarding the accumulation of junk, atmospheric emissions, construction sites, hazardous materials storage, outdoor public address systems, outdoor storage of chemicals and fertilizers, transmission line corridors, and utilities.
26. The use shall comply with the noise regulations in Star City Code.

**Staff recommends the following additional conditions of approval for Council to adopt into the approval of this application:**

1. Comply with all requirements of the Star City Engineer including, but not limited to, drainage, grading, hillsides and slopes, site improvement engineering, retaining walls greater in height than 4 feet.
2. All future improvement phases are subject to a Certificate of Zoning Compliance application submitted to the City. This will include detailed review of parking, landscaping, lighting, dust mitigation, and building elevations.
3. Any signage within ITD right of way shall be approved by the District prior to installation.
4. The owner/applicant shall meet all requirements of Central District Health Department regarding the preparation and sale of food.
5. A landscape plan shall be submitted to the City detailing the existing, required berm along the southern boundary of the property, including types of trees and landscaping proposed. The existing 8' berm shall include 6' tall trees to provide additional buffer on the southern parking lot boundary per the submitted site plan.
6. **The conditional use permit shall be valid for a period of 10-years from the date of approval to allow for the applicants phasing plans. The applicant may apply for a time extension prior to the expiration date as allowed per Code.**
7. The owner/applicant shall notify the City in advance of all events of greater than 125 people and no greater than 250 people per year (24 events per year maximum). This time period shall be from January 1<sup>st</sup> through December 31<sup>st</sup>, annually. The total number of events in 2023 shall include those already conducted prior to annexation.
8. The owner/applicant shall provide for adequate parking for all events on-site. At final build-out, a total of 150 permanent parking spaces shall be provided.
9. Any future change of use of the existing residence to a commercial use shall be subject to review of a Certificate of Zoning Compliance. All current building and fire codes would need to be completed prior to any public occupancy.

- 10. The existing Storage/Production Facility (3,500 square feet) shall meet all Star Fire District requirements.
- 11. All new structures shall be subject to fire and building code standards. Extension of sewer & water may be required by Star Sewer & Water District to accommodate fire suppression and domestic water and sewer needs. All new structures shall be subject to future Certificate of Zoning Compliance (CZC) applications. Building elevations, parking, lighting, access details, fire and building code reviews and other Staff requested details will be reviewed for each building and proposed amenity under the CZC process.
- 12. The applicant shall submit a lighting plan with the first CZC application, and all subsequent submittals illustrating compliance with all City lighting requirements.
- 13. The applicant shall meet all requirements for emergency access, water supply and vehicle turn-around from the Star Fire District. Should municipal water be required to meet fire flows, the applicant shall annex into the Star Sewer and Water District and comply with any District requirements.

**G. 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 – Yes.
- ✧ Stream/Creek – None.
- ✧ Unique Animal Life – No unique animal life has been identified.
- ✧ Unique Plant Life – No unique plant life has been identified.
- ✧ Unstable Soils – No known issues.
- ✧ Historical Assets – No historical assets have been observed.
- ✧ Wildlife Habitat – No known sensitive wildlife habitat observed.

**H. Agencies Responding:**

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

ITD	June 28, 2023
DEQ	June 29, 2023
Ada County Development Services	June 30, 2023
Star Fire District	July 7, 2023
Star City Engineer	July 10, 2023

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

Keith Hill

John & Christine Fiorino

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

**COMPREHENSIVE PLAN:**

7.5 Implementation Policies:

D. **Consider lands along Highways 16 and 20/26 as the location for a mix of uses consisting of commercial** and an industrial/high-technical park with a minor component of high density residential.

8.2.3 Land Use Map Designations:

Rural Residential

Suitable primarily for rural single-family residential use adjacent to agricultural uses, adjacent to other Rural Residential type uses, and adjacent to BLM land areas. Densities typically range from 1 unit per 2 acres to 1 dwelling units per 5 acres.

It is the intent of this land use designation to help to preserve Star’s rural feel. Huge manicured “Rural Residential” lots are discouraged and therefore manicured home site areas on these properties should not exceed 1/2 acre. **Uses may include active agriculture, viticulture**, equestrian, and residential. Uses include native open space and small-scale active farmland. The Rural Residential land use is not amenity based (sewer, water, schools) and will usually be located away from goods and services. These areas encourage the keeping and raising of crops and/or animals and do not necessarily include manicured yards, sidewalks, bike paths, or planned park and recreation facilities. Density may be further limited due to the limited availability of infrastructure. Modified street sections and a reduction in light pollution (by reducing lighting standards) may be offered for a more rural feel. This land use designation is to be located such that it does not block extension of urban services at reasonable costs. Wells and septic systems should be permitted for lots in this land use designation if approved by the applicable Health Department.

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.
- Encourage commercial development that is consistent with a family friendly feel, not overburdening the community with big box and franchise uses and discourage the development of strip commercial areas.

#### 8.5.2 Policies Related Mostly to the Rural and Agricultural 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:

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 (UDC):**

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

##### B. Standards:

1. The subject property shall meet the minimum dimensional standards of the proper district.
2. The city may require a development agreement in conjunction with the annexation and

zoning, or rezone, pursuant to Idaho Code section 67-6511A, which may include a concept plan. In addition to other processes permitted by city and state code, exceptions or waivers of standards, other than use, may be permitted through execution of a development agreement. A development agreement and concept plan shall be required for any rezone to a mixed-use zone, high density zone or land which includes steep slope (land over 25%) or floodway.

- 3. The termination of a development agreement shall result in the reversal of the official zoning map amendment approval and applicable development approval for any undeveloped portion of property subject to the development agreement. The undeveloped property subject to the development agreement shall be rezoned to the district classification as designated by the development agreement. When no designation is provided, the property shall revert to its original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.
- 4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.
- 5. An approved development agreement must be executed within ninety (90) days of the meeting at which the development agreement is approved by the city council. A one-time administrative extension of maximum thirty (30) days may be granted by the zoning administrator. Additional extensions may be approved by majority vote of the city council. Failure to execute the development agreement within the required timeframe will result in the denial of all related applications.

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

- 1. The map amendment complies with the applicable provisions of the comprehensive plan;
- 2. The map amendment complies with the regulations outlined for the proposed district;
- 3. The map amendment shall not be materially detrimental to the public health, safety, and welfare; 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.

**8-1B-3: COMPREHENSIVE PLAN AMENDMENTS:**

- A. Process:
  - 2. Comprehensive Plan Amendment Initiated by A Property Owner: The applicant shall complete a preapplication conference with the administrator prior to submittal of an application for a

comprehensive plan amendment. An application and fees shall be submitted to the administrator on application forms provided by the city.

3. Public Hearing: The city council shall conduct at least one public hearing in accordance with this chapter and in accordance with the procedures in section 67-6509 of the Idaho Code.

B. Required Findings: The council shall review the application at the public hearing. In order to adopt a new comprehensive plan or grant an amendment to the existing comprehensive plan, the council shall make the following findings:

1. The proposed amendment is consistent with the other elements of the comprehensive plan.
2. The proposed amendment provides an improved guide to future growth and development of the city.
3. The proposed amendment is internally consistent with the goals, objectives and policies of the comprehensive plan and the comprehensive plan future land use map.
4. The proposed amendment is consistent with this unified development code.
5. The proposed amendment is in the best interest of the city of Star.
6. The proposed amendment includes a justification letter for the amendment addressing the following criteria and the Council finds that the amendment is in compliance with the stated criteria:
  - a. A specific description of the change being requested.
  - b. Specific information on any property(s) involved.
  - c. A description of the condition or situation which warrants a change being made in the plan.
  - e. A detailed list of all applicable comprehensive plan goals, policies, and objectives that the proposed change would help implement or policies that must also be amended as part of the proposed change.
  - f. A proposed development plan for any land involved.
  - h. An analysis showing the estimated impact that the proposed change is expected to have on existing and planned infrastructure.
  - i. If the amendment will impact more individuals than the applicant submitting the application a detailed description of the efforts made to inform other parties potentially impacted by the change of the application is to be provided.
  - j. Any other data and information required by the city for their evaluation of the request.

**8-1B-4: CONDITIONAL USES:**

A. Purpose: The purpose of this section is to establish procedures that allow for a particular use on a particular property subject to specific terms and conditions of approval.

B. Applicability: The provisions of this section apply to all uses identified as conditional use in chapter 3, "District Regulations", of this title, and as otherwise required by specific development standards in chapter 5, "Specific Use Standards", of this title.

C. Process:

1. The applicant shall complete a preapplication conference with the administrator prior to submittal of an application for a conditional use.

2. An application and appropriate application fees, in accord with article A, "General Provisions", of this chapter, shall be submitted to the administrator on forms provided by the planning department.

3. The administrator may require additional information concerning the social, economic, fiscal or environmental effects of the proposed conditional use, prior to the scheduling of a public hearing.

D. Standards: In approving any conditional use, the city council may prescribe appropriate conditions, bonds and safeguards in conformity with this title that:

1. Minimize adverse impact of the use on other property.

2. Control the sequence and timing of the use.

3. Control the duration of the use.

4. Assure that the use and the property in which the use is located is maintained properly.

5. Designate the exact location and nature of the use and the property development.

6. Require the provision for on site or off-site public facilities or services.

7. Require more restrictive standards than those generally required in this title.

8. Require mitigation of adverse impacts of the proposed development upon service delivery by any political subdivision, including school districts, that provides services within the city.

E. Findings: The council shall base its determination on the conditional use permit request upon the following:

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.
2. That the proposed use will be harmonious with the Star comprehensive plan and in accord with the requirements of this title.
3. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.
4. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.
5. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.
6. That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.
7. That the proposed use will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
8. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance.

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

(RR) RURAL-RESIDENTIAL DISTRICT: To provide for rural single-family residential use adjacent to agricultural uses, adjacent to other Rural Residential type uses, and adjacent to BLM land areas. Parcels are to be two acres minimum. It is the intent of this land use designation to help to preserve Star's rural feel. Huge manicured "Rural Residential" lots are discouraged and therefore manicured home site areas on these properties should not exceed 1/2 acre. **Uses may include active agriculture, viticulture,** equestrian, and residential. Uses include native open space and small-scale active farmland. The Rural Residential land use is not amenity based (sewer, water, schools) and will usually be located away from goods and services. These areas encourage the keeping and raising of small-scale crops and/or animals and do not necessarily include manicured yards, sidewalks, bike paths, streetlights or planned park and recreation facilities. Density may be further limited due to the limited availability of infrastructure. Modified street sections and a reduction in light pollution (by reducing or eliminating lighting standards) may be offered for a more rural feel. Private streets may be permitted in this district for access to newly subdivided or split property. This land use designation is to be located such that it does not block extension of urban services at reasonable costs. Wells and septic systems should be permitted for lots in this land use designation if approved by the applicable Health Department.

Easements of at least 20-feet in width shall be provided where determined necessary for the future extension of water and sewer mains. **This district does allow for some commercial 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 below table lists principal permitted (P), accessory uses (A), conditional (C), or prohibited (N).

<b><u>ZONING DISTRICT USES</u></b>		<b>R-R</b>	
Accessory structure		A	
Dwelling:			
Single-family detached		P	
Winery		C	
Events Center, public or private (indoor/outdoor)		C	

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

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

**CITY COUNCIL FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**8-1B-3B COMPREHENSIVE PLAN AMENDMENT FINDINGS:**

1. The proposed amendment is consistent with the other elements of the comprehensive plan.  
*The Council finds that the applicants request for Comprehensive Plan Map Amendment is consistent with elements of the Comprehensive Plan. The Council finds that Rural Residential is suitable primarily for rural single-family residential use adjacent to agricultural uses and the Raising of Crops, and Viticulture is an encouraged use within the Rural Residential designation. A key Objective of Section 7.4 Enhancement and*

*Development of Star's Economy is to support existing community agricultural businesses. The Council finds that existing agricultural uses will be protected within Idaho's Right to Farm Act.*

2. The proposed amendment provides an improved guide to future growth and development of the city.

*The Council finds that the applicants request for Comprehensive Plan Map Amendment provides an improved guide to growth and development. The Plan is intended to be the public growth policy for the City. The Council finds that this proposed Map Amendment supports the Economic Development Policies including the employment of local workers, and the location of mixed uses consisting of commercial along Highway 16.*

3. The proposed amendment is internally consistent with the goals, objectives and policies of the comprehensive plan and the comprehensive plan future land use map.

*The Council finds that the applicants request for Comprehensive Plan Amendment meets the purpose of the Star Comprehensive Plan to promote the health, safety, and general welfare of the people of the City of Star. 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.*
- ✓ *Ensure development is commensurate with the physical characteristics of the land.*
- ✓ *Economic development efforts on the enhancement of the business climate for entrepreneurs and small businesses*
- ✓ *Enhance and develop Star's economy which will build a stronger community.*

*The Comprehensive Plan Land Use Designation for Rural Residential is primarily for rural single-family residential use adjacent to agricultural uses, adjacent to other Rural Residential type uses, and adjacent to BLM land areas. Council finds that the proposed uses specific to this approval meets these policies. Further, Council finds that, per 18.4 Implementation Policies, that 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.*

4. The proposed amendment is consistent with this unified development code.

*The Council finds that the applicants request for Comprehensive Plan Amendment complies with the regulations and purpose statement for the proposed Rural Residential zoning district and other sections of the adopted Uniform Development Code (UDC). Specifically, Council finds the purpose statement provides for rural single-family residential use adjacent to agricultural uses, adjacent to other Rural Residential type uses, and adjacent to BLM land areas. It is the intent of this land use designation to help to preserve Star's rural feel. Uses may include active agriculture, viticulture, equestrian,*

*and residential. These areas encourage the keeping and raising of small-scale crops and/or animals and do not necessarily include manicured yards, sidewalks, bike paths, streetlights or planned park and recreation facilities. This district does allow for some commercial uses as specified in 8-3A-3.*

5. The proposed amendment is in the best interest of the city of Star.  
*The Council finds this Comprehensive Plan Amendment is reasonably necessary for the orderly development of the City. The Council finds that the Amendment will establish a land use designation on the Comprehensive Plan Future Land Use Map that will align with annexation and zoning of the property to the proposed Rural Residential zoning district, allowing for the proposed land uses approved as part of this application.*
6. The proposed amendment includes a justification letter for the amendment addressing the following criteria and the Council finds that the amendment is in compliance with the stated criteria:
- a. A specific description of the change being requested.
  - b. Specific information on any property(s) involved.
  - c. A description of the condition or situation which warrants a change being made in the plan.
  - e. A detailed list of all applicable comprehensive plan goals, policies, and objectives that the proposed change would help implement or policies that must also be amended as part of the proposed change.
  - f. A proposed development plan for any land involved.
  - h. An analysis showing the estimated impact that the proposed change is expected to have on existing and planned infrastructure.
  - i. If the amendment will impact more individuals than the applicant submitting the application a detailed description of the efforts made to inform other parties potentially impacted by the change of the application is to be provided.
  - j. Any other data and information required by the city for their evaluation of the request.

*The Council finds that the Comprehensive Plan Amendment justification letter addresses and is in compliance with the stated criteria, including description of the change, information on the property, lists of Comprehensive Plan goals, policies and objectives, a development plan, application impacts, detailed description of efforts made for other parties impacted and additional information provided to Staff to evaluate the application.*

**8-1B-1C: ANNEXATION AND ZONING FINDINGS:**

1. The map amendment complies with the applicable provisions of the Comprehensive Plan.  
*The Council finds that the applicants request for Annexation and Zoning (Map Amendment) complies with the intent and applicable provisions of the adopted Comprehensive Plan. The Council finds that the purpose of the Star Comprehensive Plan*

*is to promote the health, safety, and general welfare of the people of the City of Star and its Impact Area. Some of the prime goals and objectives of the Comprehensive Plan include:*

- ✓ *Protection of property rights.*
- ✓ *Adequate public facilities and services are provided to the people at reasonable cost.*
- ✓ *Ensure the local economy is protected.*
- ✓ *Ensure development is commensurate with the physical characteristics of the land.*
- ✓ *Economic development efforts on the enhancement of the business climate for entrepreneurs and small businesses*
- ✓ *Enhance and develop Star's economy which will build a stronger community.*

*The Comprehensive Plan Land Use Designation for Rural Residential is primarily for rural single-family residential use adjacent to agricultural uses, adjacent to other Rural Residential type uses, and adjacent to BLM land areas. It is the intent of this land use designation to help to preserve Star's rural feel. Uses may include active agriculture, viticulture, equestrian, and residential. Council finds that the proposed uses specific to this approval meets the Comprehensive Plan goals and policies. Further, Council finds that, per 18.4 Implementation Policies, that 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. In addition, Council finds that, per 7.5 Implementation Policies, consideration for lands along Highways 16 and 20/26 as the location for a mix of uses consisting of commercial and an industrial/high-technical park with a minor component of high density residential.*

2. The map amendment complies with the regulations outlined for the proposed district.  
*The Council finds that the applicants request for Annexation and Zoning (Map Amendment) complies with the regulations and purpose statement for the proposed Rural Residential zoning district and other sections of the adopted Uniform Development Code (UDC). Specifically, the purpose statement provides for rural single-family residential use adjacent to agricultural uses, adjacent to other Rural Residential type uses, and adjacent to BLM land areas. Parcels are to be two acres minimum. It is the intent of this land use designation to help to preserve Star's rural feel. Uses may include active agriculture, viticulture, equestrian, and residential. Uses include native open space and small-scale active farmland. This district does allow for some commercial uses as specified in 8-3A-3.*
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare; and  
*The Council finds the materials and testimony submitted in this annexation and zoning application request, including adoption of existing Ada County conditions and new, City conditions will help ensure the uses of this property will not be materially detrimental to the public health, safety or welfare. Council finds that roadway improvements to*

*Highway 16, in the form of turn-lanes, will be provided as part of the site development. Established hours of operation, light and noise restrictions, landscape buffers and setbacks, and additional City design review have been further conditioned. The Council finds that the required conditions of approval that will be part of the Development Agreement will protect the public health, safety and welfare of the citizens of the City of Star and its Impact Area.*

4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city.
- The Council finds that the City has not been presented with any information from agencies having jurisdiction, that public services, with the conditions and requirements of the agencies adopted into the Development Agreement, will be adversely impacted. The Council finds that ITD, Star Fire District and the Star Sewer and Water District, in addition to the City Engineer, have all reviewed the application requests and provided comments and proposed conditions to limit any adverse impact on delivery of services.*
5. The annexation is in the best interest of the city.
- The Council finds this annexation and zoning is reasonably necessary for the orderly development of the City. The Council finds that the annexation of this property will bring the property, with requirements, into and under the jurisdiction of the City. Council finds that the proposed use of this property with the required conditions of approval, including immediate improvements to the existing roadway system and provisions for mitigation of adverse impacts will provide for continued economic growth in the City.*

**8-1B-4E CONDITIONAL USE FINDINGS:**

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.
- The Council finds that the site is large enough accommodate the proposed uses and meet all of the dimensional standards. The site and landscape plan includes all proposed uses, and the development is conditioned to meet all dimensional standards, including setbacks.*
2. That the proposed use will be harmonious with the Star comprehensive plan and in accord with the requirements of this title.
- The Council finds that the proposed use request is harmonious with the Star Comprehensive Plan and is in accord with the requirements of this Title. The proposed development meets the intent and purpose. Council finds that the goal of the Comprehensive Plan for Rural Residential is to encourage rural single-family residential use adjacent to agricultural uses, adjacent to other Rural Residential type uses, and adjacent to BLM land areas. It is the intent of this land use designation to help to preserve Star's rural feel. Uses may include active agriculture, viticulture, equestrian, and residential. Council finds that the proposed uses specific to this approval meets the Comprehensive Plan goals and policies. Further, Council finds that, per 18.4 Implementation Policies, that 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. In addition, Council finds that, per 7.5 Implementation Policies, consideration for lands along Highways 16 and 20/26 as the location for a mix of uses consisting of commercial and an industrial/high-technical park with a minor component of high density residential.*

3. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.

*The Council finds that operation of the proposed use will be compatible with the other uses in the general area. In addition to sparse, existing rural single family uses, the surrounding area includes a mixture of existing and future approved uses including the Eagle Rodeo, Spring Valley sewer treatment plant, Firebird Speedway, existing and approved residential communities (Hillsdale Estates, Spring Valley, Willowbrook), future Willowbrook Golf Course, future Eagle Sports Complex and BLM land with public access.*

4. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.

*The Council finds that the proposed use, with imposed conditions of approval, would not adversely affect other property in the vicinity. The Council has placed conditions regarding limitations on lighting, hours of operation, landscape buffers, existing roadway improvements and requirements for further City review of landscaping, parking and other proposed amenities. In addition, Council has adopted current Ada County conditions of approval previously placed on the existing and proposed use that will further protect other properties in the vicinity.*

5. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.

*The Council finds that the proposed use can be adequately served by essential public facilities and services. Council has placed conditions of approval for upgraded roadways to accommodate the proposed uses. Star Sewer and Water, Star Fire District and Star Police can adequately serve the proposed use.*

6. That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.

*The Council finds that the proposed use would not create excessive additional costs for public facilities and would not be detrimental to the economic welfare of the community. The City has conditioned the application to include roadway improvements. The development will also be responsible for payment of Fire and ACHD impact fees. Council finds that the commercial use will benefit the City economically through increased tax revenue.*

7. That the proposed use will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

*The Council finds that the proposed use would involve activities that would not be detrimental to any person, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. Council has placed conditions of approval regarding lighting, buffering and setbacks, and hours of operation that will help protect the general welfare. Further, City Municipal Code regulates a noise ordinance to prevent additional detriment to surrounding properties and uses.*

8. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance.

*The Council finds that the proposed use would not result in the destruction, loss or damage of natural, scenic or historic feature of major importance since none are apparent on this site. Council finds that the continuation and addition of new agricultural and commercial uses would enhance the natural and scenic climate of the area more so than the continuation of approving additional residential uses, as would be allowed under current Comprehensive Plan and Zoning through Ada County.*

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

- a. A public hearing on the application was heard by the City Council on July 18, 2023, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.
- b. Shawn L Nickel, City of Star Planning and Zoning Director presented the application.
- c. Oral testimony in favor of or opposing the application was presented to the City Council by:
  - Johnna Buchert
  - Trae Buchert
  - Brian Howard
  - Jerry Brackbill
  - Korina Bennallack
  - Nick Bennallack
  - David Stephens
  - Danny Robinson
  - Todd Collins
  - Scott Nickell
  - John Courtney
  - Kent Borgman
  - Kathy Peters
  - David Blackstock
  - Suzy Campbell

- Isaac Ax
- Chris Todd
- Keith Hill
- Barbara Fairbanks
- Paul Hudson
- Sara Keyes
- Scott Emerich

d. Additional testimony from City Staff, Agencies  
None

e. Written testimony in favor of or opposing the application was presented to the City Council at the hearing by:  
None

### **Deliberations and Conclusions of Law:**

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

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

### **Statement of Compliance:**

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

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

1. Central District Health shall approve any new or upgraded septic systems.

2. Star Fire District shall approve all fire flow requirements and/or building permits, and any occupancy requirements for all buildings on-site. All Wildland Urban Fire Interface Overlay District requirements shall be met.
3. The owner/applicant shall maintain a minimum 125 feet distance from the southern property line to the new proposed tasting room and associated patio.
4. The owner/applicant shall submit plans for food or beverage establishment to the Central District Health Department for plan review and approval.
5. Idaho Department of Water Resources shall approve any new or upgraded well construction.
6. The owner/applicant shall pay the ACHD all traffic impact fees prior to issuance of a building permit.
7. The owner/applicant shall provide an all-weather dustless material (or other City approved dust mitigation) if the off-street parking areas and private drive are not surfaced with asphalt or concrete.
8. The owner/applicant shall either install a placard or striping that clearly identifies and demarcates the ADA accessible parking spaces.
9. The owner/applicant, engineer of record and/or contractor shall notify the City when a construction start date is established.
10. The Engineer of Record shall submit a letter to the City stating the work has been completed in substantial compliance with the approved plans for the construction of the driveways and parking areas.
11. The owner/applicant shall schedule a final inspection with the City upon completion of each phase of the driveways and parking areas.
12. The owner/applicant shall schedule a final inspection with the Star Fire District prior to issuance of a Certificate of Occupancy.
13. During the time that the future construction of the production facility happens, the current driveway shall be constructed to Star Fire District standards. Star Fire District shall approve all access requirements.
14. A northbound right turn lane shall be constructed to the ITD current standards to mitigate for entering traffic.
15. A Certificate of Occupancy will be issued when all the above conditions are met. In the event conditions cannot be met by the desired date of occupancy, the owner/applicant may request a surety agreement in lieu of completing the improvements.
16. If a gate is ever installed, it will need to be equipped with a KNOX key lock specific to Star Fire District.
17. The outdoor public address/speaker system shall comply with the noise regulations of the City Code.
18. Food service for events shall be approved by the Central District Health Department.
19. Any (Event Center) event of more than 125 people and no greater than 250 people shall be limited to 24 events per year.
20. The days and hours of operation for the wine tasting and associated uses and the Event Center uses are from 10 a.m. to 10 p.m., daily; On Mondays and Tuesdays, hours of operation for events greater than 125 people shall be limited to 10 a.m. to 6 p.m. The operation of the winery use is allowed 24 hours/7 days a week.

21. The owner/applicant shall comply with ITD Permit No. 3-19-504 or any updated permits. Should the use of the parcel change causing any increase in trip generation, or the parcel is split, the property owner shall reapply for access with ITD.
22. All drainage shall be retained onsite during and after construction.
23. During construction earthmoving equipment operation, hours shall be limited to between 7 a.m. to 6 p.m.
24. The owner/applicant is responsible for restoring all disturbed areas. Restoration shall match the approved plans. For unapproved areas of disturbance, the City Engineer shall determine the level of restoration. This could include geotechnical reports, grading, erosion control blankets and hydro seeding.
25. The property must be managed and maintained consistent with the standard regulations of Star City Code regarding the accumulation of junk, atmospheric emissions, construction sites, hazardous materials storage, outdoor public address systems, outdoor storage of chemicals and fertilizers, transmission line corridors, and utilities.
26. The use shall comply with the noise regulations in Star City Code.
27. Comply with all requirements of the Star City Engineer including, but not limited to, drainage, grading, hillsides and slopes, site improvement engineering, retaining walls greater in height than 4 feet.
28. All future improvement phases are subject to a Certificate of Zoning Compliance application submitted to the City. This will include detailed review of parking, landscaping, lighting, dust mitigation, and building elevations.
29. Any signage within ITD right of way shall be approved by the District prior to installation.
30. The owner/applicant shall meet all requirements of Central District Health Department regarding the preparation and sale of food.
31. A landscape plan shall be submitted to the City detailing the existing, required berm along the southern boundary of the property, including types of trees and landscaping proposed. The existing 8' berm shall include 6' tall trees to provide additional buffer on the southern parking lot boundary per the submitted site plan.
32. The conditional use permit shall be valid for a period of 10-years from the date of approval to allow for the applicants phasing plans. The applicant may apply for a time extension prior to the expiration date as allowed per Code.
33. The owner/applicant shall notify the City in advance of all events of greater than 125 people and no greater than 250 people per year (24 events per year maximum). This time period shall be from January 1<sup>st</sup> through December 31<sup>st</sup>, annually. The total number of events in 2023 shall include those already conducted prior to annexation.
34. The owner/applicant shall provide for adequate parking for all events on-site. At final build-out, a total of 150 permanent parking spaces shall be provided.
35. Any future change of use of the existing residence to a commercial use shall be subject to review of a Certificate of Zoning Compliance. All current building and fire codes would need to be completed prior to any public occupancy.
36. The existing Storage/Production Facility (3,500 square feet) shall meet all Star Fire District requirements.

37. All new structures shall be subject to fire and building code standards. Extension of sewer & water may be required by Star Sewer & Water District to accommodate fire suppression and domestic water and sewer needs. All new structures shall be subject to future Certificate of Zoning Compliance (CZC) applications. Building elevations, parking, lighting, access details, fire and building code reviews and other Staff requested details will be reviewed for each building and proposed amenity under the CZC process.
38. The applicant shall submit a lighting plan with the first CZC application, and all subsequent submittals illustrating compliance with all City lighting requirements.
39. The applicant shall meet all requirements for emergency access, water supply and vehicle turn-around from the Star Fire District. Should municipal water be required to meet fire flows, the applicant shall annex into the Star Sewer and Water District and comply with any District requirements.

#### **STANDARD CONDITIONS OF APPROVAL FOR CU-23-05**

1. The approved Conditional Use shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. 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 occupancy 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 any construction.
3. The applicant shall obtain all the proper building permits from the City Building Department prior to occupancy or the unit.
4. The Conditional Use Permit may be revoked or modified by the City Council for any violation of any Condition of Approval.
5. The applicant shall obtain a sign permit for any new signage along Hwy 16.
6. A Certificate of Zoning Compliance will be required prior to the start of construction.
7. The applicant shall provide for future cross access to the north if, and when the property to the north were to redevelop, and direct access to the subject property is eliminated or limited to Hwy 16.

#### **Council Decision:**

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

Dated this 1<sup>st</sup> day of August 2023.

Star, Idaho

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

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

2023/2024 City of Star Revenue				
Item	Budget 2021/2022	Budget 2022/2023	Budget Proposal 2023/2024	Final Budget
Property Tax	\$1,602,086.04	\$1,730,572.00	\$1,869,337.00	
Sales & Use Tax				
Revenue Sharing	\$1,007,190.00	\$1,355,372.00	\$1,567,849.00	
Liquor Revenue	\$118,071.00	\$129,477.00	\$122,880.00	
Franchise Fees				
Power (3%)	\$50,781.06	\$55,000.00	\$59,400.00	
Cable (3%)	\$7,880.24	\$8,100.00	\$8,748.00	
Natural Gas (3%)	\$88,787.32	\$98,143.64	\$105,995.13	
Waste Management (8%)	\$97,279.38	\$101,857.32	\$110,005.91	
General Licenses				
Dog Licenses	\$2,500.00	\$3,100.00	\$3,500.00	
Vendors Licenses	\$2,400.00	\$2,400.00	\$2,400.00	
Alcoholic Beverage	\$7,163.00	\$7,170.00	\$7,170.00	
Park Reservation	\$4,725.00	\$10,000.00	\$10,000.00	
Rentals	\$16,250.00	\$16,000.00	\$16,000.00	
Scholarships	\$6,000.00	\$6,000.00	\$10,000.00	
Events				
Hometown Celebration	\$45,000.00	\$65,000.00	\$55,000.00	
Grants				
ITD Police Grant	\$0.00	\$0.00	\$120,000.00	
Park/Pathways Grant	\$45,000.00	\$200,000.00	\$50,000.00	
Fiber Grant	\$0.00	\$0.00	\$50,000.00	
ARPA Funds	\$1,132,696.00	\$0.00	\$0.00	
Transportation Planning Grant	\$45,000.00	\$45,000.00	\$50,000.00	
Star Middle School Pathways Grant	\$0.00	\$0.00	\$250,000.00	
Court Fines	\$7,000.00	\$7,000.00	\$7,000.00	
Building Fees				
Building Permit Fee	\$1,209,763.00	\$1,209,763.00	\$1,086,275.00	
Building Plan Review Fee	\$0.00	\$0.00	\$758,195.00	
Electrical	\$156,852.00	\$156,852.00	\$156,852.00	
Plumbing	\$156,852.00	\$156,852.00	\$156,852.00	
Mechanical	\$156,852.00	\$156,852.00	\$174,352.00	
Re-Inspection Fees	\$0.00	\$5,000.00	\$5,000.00	
Impact Fee/Prop. Share				
Park Impact Fees	\$1,025,000.00	\$1,025,000.00	\$1,025,000.00	
ACHD	\$1,716,500.00	\$1,800,000.00	\$1,571,850.00	
Star Fire	\$404,500.00	\$404,500.00	\$404,500.00	
ITD Proportionate Share	\$100,000.00	\$100,000.00	\$100,000.00	
CHD4 Impact Fees	\$50,000.00	\$252,500.00	\$252,500.00	
Land Use Fees				
Zoning Admin Fees	\$120,000.00	\$120,000.00	\$120,000.00	
Bonding	\$200,000.00	\$200,000.00	\$200,000.00	
Recreation				
Sports	\$62,000.00	\$88,000.00	\$97,800.00	
Classes & Activities	\$35,145.00	\$87,000.00	\$113,700.00	
ION Grant	\$0.00	\$0.00	\$40,027.66	
General Fees				
Interest Revenue	\$13,000.00	\$20,000.00	\$100,000.00	
Donations	\$9,000.00	\$9,000.00	\$9,000.00	
Miscellaneous				
Miscellaneous	\$1,000.00	\$1,000.00	\$1,000.00	
Passport Issuance	\$0.00	\$0.00	\$109,200.00	
Passport Pictures	\$0.00	\$0.00	\$25,000.00	
Police Mitigation Fees	\$0.00	\$0.00	\$560,000.00	
Fire Mitigation Fees	\$0.00	\$0.00	\$600,000.00	
Unrestricted Funds				
Transfer in from General Funds	\$400,000.00	\$2,422,577.49	\$0.00	
Transfer in from Park Funds	\$1,625,000.00	\$941,031.28	\$740,000.00	
Transfer in from ITD Prop Funds	\$900,000.00	\$900,000.00	\$0.00	
Transfer in from ARPA Funds	\$0.00	\$500,000.00	\$0.00	
Transfer in from Police Mitigation Fee (2023)	\$0.00	\$0.00	\$560,000.00	
Revenue Totals	\$12,627,273.04	\$14,396,119.73	\$13,442,388.70	

8% Increase New Construction

15.67% From Budget Manual

5.07% decrease

8% increase

8% increase

8% increase

8% increase

Potential receive at the end of August 2023 to begin on October 1 2023

Removed

\$250,000 awarded for Star Middle Path

500 Permits \$2,172.55 2000/200/100 sq ft house

500 Permits \$1,516.39 2000/200/100 sq ft house

500 Permits

500 Permits

500 Permits

500 Permits \$2,050.00

450 Permits \$3,493.00

500 Permits \$ 809.00

50 Permits \$5,050.00

Awarded to Recreation Department

500 Permits \$1,120.00

500 Permits \$1,200.00

Used for Parks Improvements

Used for Highway 44 Widening

Used for Police Remodel

Reliable Income  
Pass Thru Income

## 2023/2024 City of Star Exepenses

Item	Budget 2022/2023	Budget Request 2023/2024	Difference (Budgeted to Final)	
<b>Executive (Mayor and Council)</b>				
Payroll (1 Mayor, 4 Council)	\$ 142,600.00	\$ 142,600.00		No Increase
FICA/Medicare	\$ -	\$ 11,122.80		7.80%
Workmans Comp	\$ -	\$ 1,320.00		\$264/year per employee
Public Retirement	\$ -	\$ 27,350.00		11% for mayor \$375 per month council
Health Insurance	\$ -	\$ 66,000.00		\$13,200 / year per employee
<b>Clerks/Treasurers Office</b>				
Payroll (4 employees, 1 contract)	\$ 296,548.74	\$ 311,376.18		5% Increase
FICA/Medicare	\$ -	\$ 17,822.23		7.80%
Workmans Comp	\$ -	\$ 1,056.00		\$264/year per employee
Public Retirement	\$ -	\$ 25,133.92		11% for Persi
Health Insurance	\$ -	\$ 66,000.00		\$13,200 / year per employee
<b>Planning &amp; Zoning/Building Department</b>				
Payroll (6 employees, 2 contract)	\$ 368,999.77	\$ 498,873.48		5% increase on \$475,117.60
FICA/Medicare	\$ -	\$ 29,509.23		7.80%
Workmans Comp	\$ -	\$ 1,584.00		\$264/year per employee
Public Retirement	\$ -	\$ 41,615.58		11% for Persi
Health Insurance	\$ -	\$ 79,200.00		\$13,200 / year per employee
<b>Sports and Recreation Department</b>				
Payroll (3 employees)	\$ 198,642.44	\$ 214,067.52		
FICA/Medicare	\$ -	\$ 13,673.59		7.80%
Workmans Comp	\$ -	\$ 792.00		\$264/year per employee
Public Retirement	\$ -	\$ 19,283.26		11% for Persi
Health Insurance	\$ -	\$ 39,600.00		\$13,200 / year per employee
<b>Bldg &amp; Grounds Mtnc.</b>				
Payroll (5 parks/facilities, 2 custodial, 1 contract)	\$ 269,189.79	\$ 376,824.00		adding 1 parks and 1 custodial, 5% increase
Seasonal (up to 3 employees)	\$ 20,000.00	\$ 30,000.00		added one more seasonal
FICA/Medicare	\$ -	\$ 26,027.04		7.80%
Workmans Comp	\$ -	\$ 2,904.00		\$264/year per employee
Public Retirement	\$ -	\$ 33,404.80		11% for Persi
Health Insurance	\$ -	\$ 105,600.00		\$13,200 / year per employee
<b>Employee Costs</b>				
FICA/Medicare	\$ 72,315.96	\$ -		moved into sections above
Workman's Comp	\$ 27,779.20	\$ -		moved into sections above
Public Retirement	\$ 125,120.37	\$ -		moved into sections above
Health Insurance	\$ 288,288.00	\$ -		moved into sections above
HR Adjustments	\$ 44,895.00	\$ 30,000.00		
Training	\$ 2,500.00	\$ 10,000.00		
Travel & Per Diem	\$ 3,000.00	\$ 10,000.00		
Bank Service Charge	\$ 500.00	\$ 500.00		
Grant Expense	\$ 200,000.00	\$ 280,000.00		Includes \$30,000 City Tree Grant Program
<b>Legal</b>				
City Attorney	\$ 48,000.00	\$ 48,000.00		
Outside Legal Fees	\$ 45,000.00	\$ 20,000.00		Lawsuit with Middleton is over. This is a contingency
Ada County Prosecuting Attorney	\$ 32,445.00	\$ 31,561.68		We budgeted for an expected increase last year, they only did an increase this year
Canyon County Prosecuting Attorney	\$ 15,750.00	\$ 15,750.00		
<b>Student Scholarships</b>				
General Office	\$ 25,000.00	\$ 30,000.00		
Supplies	\$ 25,000.00	\$ 30,000.00		
Postage & Supplies	\$ 5,000.00	\$ 6,500.00		
Passport Postage	\$ -	\$ 6,500.00		
Promotions	\$ 5,000.00	\$ 5,000.00		
Advertising-Publications	\$ 7,000.00	\$ 8,000.00		
Resource Material	\$ 4,000.00	\$ 1,000.00		
Notary Bonds	\$ 240.00	\$ -		Covered by ICRMP
Safety Deposit Box	\$ 100.00	\$ -		removing
<b>Events</b>				
Hometown Celebration	\$ 45,000.00	\$ 45,000.00		
Misc Events	\$ 5,000.00	\$ 16,000.00		
Police Fishing Rodeo	\$ -	\$ 7,500.00		
Insurance (ICRMP)	\$ 12,600.00	\$ 17,067.00		Increase per letter from ICRMP
<b>Subscriptions &amp; Fees</b>				
Archive Social	\$ 2,632.77	\$ 2,632.77		
Muniweb (changed from GovOffice)	\$ 5,800.00	\$ 7,500.00		
Mtn. Alarm	\$ 859.95	\$ 1,260.00		
Office 365	\$ 6,615.00	\$ 10,913.35		SCW (Southern Computer Warehouse)
Dude Solutions/Smart Gov/Allpaid/Bluebeam Connector	\$ 6,835.00	\$ 15,224.38		
Doctopia/Treno	\$ -	\$ 7,704.00		
Elevator	\$ 997.76	\$ 1,800.00		
Terminex	\$ 529.20	\$ -		
Xerox/Allied	\$ 9,922.50	\$ 15,000.00		
Western Heating (Changed from AirCare)	\$ 6,615.00	\$ 1,771.00		
Neurolink Support	\$ 1,653.75	\$ -		No costs with Neurolink
Zoom Licensing	\$ 2,174.13	\$ 2,418.50		
Misc Software	\$ 3,000.00	\$ 3,000.00		Remarkable/NinjaRMM
Adobe Acrobat/BlueBeam	\$ 3,000.00	\$ 2,815.16		
Data Backups	\$ -	\$ 4,533.00		
Black Mountain	\$ 14,933.00	\$ 17,715.00		
Time Clock App	\$ -	\$ 2,430.00		
IT Improvements	\$ -	\$ 30,000.00		Added per council discussion for IT

<b>Professional Services</b>				
Keller Associates	\$ 10,000.00	\$ 10,000.00		Moved Inhouse this is overflow
IT	\$ 20,000.00	\$ 35,000.00		IT is moving in house combined with Star Fire and Sewer and Water
Transportation	\$ 3,000.00	\$ -		Remove
Audit	\$ 7,500.00	\$ 8,000.00		
<b>Professional Dues</b>				
Ada County Emerg. Mg	\$ 4,643.10	\$ 6,947.00		
Assoc. of ID Cities	\$ 5,040.00	\$ 5,164.80		
BVEP	\$ 1,102.50	\$ 1,102.50		
COMPASS	\$ 5,764.97	\$ 7,799.00		
AIC - Clerks	\$ 154.35	\$ 180.00		4 @ \$45.00 each
IIMC	\$ -	\$ 600.00		Clerk @ \$225, 3 Deputies @ \$125 each
Intrn'l Code Council	\$ 152.25	\$ 155.00		
TV Partners	\$ 915.60	\$ 1,112.00		
Valley Reg. Transit	\$ 7,377.30	\$ 8,000.00		
Boise Chamber	\$ 997.50	\$ 500.00		
Star Chamber	\$ 157.50	\$ 150.00		
Idaho Nursery Assn.	\$ 78.75	\$ 100.00		
Recreation Today	\$ 630.00	\$ 650.00		
Arbor Assn.	\$ 131.25	\$ 150.00		
NORFMA	\$ 262.50	\$ 275.00		
SW Idaho Business Alliance	\$ 47.25	\$ 50.00		
National Park and Rec Association (NRPA)	\$ -	\$ 500.00		
Idaho Parks and Recreation Association	\$ 157.50	\$ 200.00		
<b>PR/Marketing</b>				
Public Relations	\$ 5,000.00	\$ 15,000.00		
<b>Committees</b>				
Transportation & Pathways	\$ 2,000.00	\$ 2,000.00		
Parks, Art and Beautification	\$ 24,900.00	\$ 19,000.00		
Economic Development	\$ 2,000.00	\$ -		Remove
Impact Fee Committee	\$ 2,000.00	\$ 2,000.00		
Activities	\$ 2,000.00	\$ -		Remove
Mayors Youth Council	\$ 5,000.00	\$ 5,000.00		
Historical Committee	\$ 5,000.00	\$ 33,518.00		Historical interviews
<b>Utilities</b>				
Telephone	\$ 16,800.00	\$ 20,000.00		
Waste Management	\$ 5,250.00	\$ 10,000.00		
Power	\$ 26,250.00	\$ 30,000.00		
Streetlights	\$ 30,000.00	\$ 5,000.00		
Natural Gas	\$ 3,675.00	\$ 4,500.00		
Irrigation Shares	\$ 3,413.02	\$ 3,500.00		
Sewer & Water	\$ -	\$ 4,000.00		added splash pad
Fiber	\$ 15,750.00	\$ 30,000.00		
<b>Impact Fee/Prop. Share</b>				
ACHD	\$ 1,800,000.00	\$ 1,571,850.00		Pass Thru
Star Fire Dept.	\$ 394,500.00	\$ 394,500.00		Pass Thru
ITD	\$ 3,000,000.00	\$ -		1st Project Completed no additional expenditures
CHD4	\$ 252,500.00	\$ 251,500.00		Pass Thru
<b>Building Expenses</b>				
Building Inspector	\$ 725,857.80	\$ 480,367.75		40%/100,000 + 25% over 100,000+25% of plan review fees
Electrical Inspector	\$ 94,111.20	\$ 94,111.20		60% of fees
Plumbing Inspector	\$ 94,111.20	\$ 94,111.20		60% of fees
Mechanical Inspector	\$ 94,111.20	\$ 111,611.20		60% of fees + \$35 for each man J review
Land Use-Bond Returns	\$ 200,000.00	\$ 200,000.00		
<b>Recreation</b>				
<b>Sports</b>				
Equipment	\$ 5,000.00	\$ 9,000.00		
Fields & Restrooms	\$ 2,000.00	\$ -		Remove (Restrooms below)
Coaches	\$ 10,000.00	\$ 10,000.00		
Referees	\$ 14,000.00	\$ 17,000.00		
Promotions	\$ 1,000.00	\$ 1,000.00		
Refunds	\$ 1,000.00	\$ 1,000.00		
Uniforms	\$ 15,000.00	\$ 20,000.00		
League Fees	\$ 1,000.00	\$ -		No longer with IYSA
Rentals	\$ 1,000.00	\$ 1,000.00		Bounce Houses/Parties
Staff Training	\$ 5,000.00	\$ 5,000.00		
Professional Dues	\$ 500.00	\$ -		Listed above in professional Dues
Recreation Software	\$ 1,500.00	\$ 1,770.00		
<b>Classes &amp; Activities</b>				
Equipment	\$ 1,000.00	\$ 6,000.00		Summer Camps, Fitness Equip, New Class Equip
Instructors/Counselors	\$ 38,000.00	\$ 106,000.00		All of the camp counselors, seasonal, summer employees
Promotions	\$ 2,750.00	\$ 1,000.00		
Refunds	\$ 1,000.00	\$ 1,500.00		
Miscellaneous (Equip, supplies)	\$ 6,000.00	\$ 15,000.00		
Training	\$ 2,000.00	\$ 2,500.00		
Rentals (Equipment, Storage, Buildings)	\$ 33,250.00	\$ 7,500.00		
<b>Parks Development</b>				
Blake Haven Park	\$ 150,000.00	\$ -		
Hunters Creek Park	\$ 100,000.00	\$ 15,000.00		Batting Cages
Westpointe Park	\$ -	\$ -		
River Walk	\$ -	\$ -		
960 S. Main Park (Freedom Park)	\$ 1,200,000.00	\$ 1,000,000.00		Park Construction

Pavilion Park	\$ 1,000,000.00	\$ 650,000.00		Pickleball/Basketball/Botche/Trees/Shrubs
Trident Ridge Park	\$ -	\$ -		2024/2025 Park Improvements
Roselands Park	\$ -	\$ -		2024/2025 Park Improvements
946 S Main Street	\$ -	\$ 400,000.00		2024 Parking / 2025 Building
Plans				
Safe Route To Star Middle School	\$ -	\$ 600,000.00		\$250,000 grant award for this project
Downtown Star Parking Plan	\$ -	\$ 100,000.00		
Buildings & Grounds				
Buildings				
Wood Surface Rep/Mtnc	\$ 5,000.00	\$ 5,000.00		
Carpet/Floor Cleaning	\$ 2,000.00	\$ 1,000.00		
Rpr/Mtnc City Hall Ext.	\$ 4,000.00	\$ 3,000.00		
Janitorial Supplies	\$ 6,000.00	\$ 8,000.00		
Plumbing Rpr/Mtnc.	\$ 10,000.00	\$ 10,000.00		
Building Rpr/Mtnc.	\$ 10,000.00	\$ 10,000.00		
Electrical Rpr/Mtnc.	\$ 10,000.00	\$ 10,000.00		
Locksmith & Keys	\$ 1,000.00	\$ 1,000.00		
Backflow Annual Inspec.	\$ 250.00	\$ 500.00		
Security Cameras	\$ -	\$ 5,000.00		
Grounds				
Fertilizer/Seed/Spray	\$ 25,000.00	\$ 25,000.00		
Paint for Sports Field	\$ 5,000.00	\$ 5,000.00		
Trash Recptacle	\$ 10,000.00	\$ 10,000.00		need to order for several parks
Cement Curb/trash base	\$ 2,500.00	\$ 2,500.00		
Parking Lot Mtnc.	\$ 2,500.00	\$ 20,000.00		Hunters Creek Seal Coat
Irrigation Mtnc/Eng Rpr	\$ 12,500.00	\$ 15,000.00		Includes cannon irrigation for 960 main grass parking area
Fence Posts/Hardware	\$ 1,000.00	\$ 1,000.00		
Porta Potties	\$ 4,000.00	\$ 7,000.00		Multiple Parks that do not have restrooms
Equipment				
Fuel	\$ 10,000.00	\$ 15,000.00		Price has gone up,added vehicles and parks
Diesel/Mtnc. Items	\$ 2,500.00	\$ 3,000.00		
Tires & Repair	\$ 2,500.00	\$ 3,000.00		
Auto Parts/Mtnc.	\$ 1,500.00	\$ 1,500.00		
Fire Extinguisher	\$ 600.00	\$ 800.00		
Tools				
Hand Tools	\$ 2,000.00	\$ 2,000.00		
Park Inventory Software	\$ 2,000.00	\$ -		
Rental Equip.	\$ 5,000.00	\$ 5,000.00		
Power Tools	\$ 4,000.00	\$ 4,000.00		
Repair				
Vandalism Repair	\$ 8,000.00	\$ 8,000.00		
Mower/ Heavy Equipment Repair	\$ 2,500.00	\$ 5,000.00		
Flag Rpr/Mtnc.	\$ 3,000.00	\$ 4,000.00		
Pump Rpr/Mtnc.	\$ 8,000.00	\$ 8,000.00		
Nuts/Bolts/Screws	\$ 250.00	\$ 500.00		
Bldg Materials	\$ 5,000.00	\$ 5,000.00		
LOF/Mtnc.	\$ 6,500.00	\$ 6,500.00		
Painter Rpr/Parts	\$ 1,000.00	\$ 1,500.00		
Playground Rpr/Mtnc.	\$ 5,000.00	\$ 10,000.00		
Uniform				
Mtnc Uniforms	\$ 450.00	\$ 750.00		
Safety Apparel/Supplies	\$ 750.00	\$ 1,000.00		
Safety Supplies	\$ 750.00	\$ -		Included with Safety Apparel
Landscaping				
Trees & Shrubs	\$ 15,000.00	\$ 15,000.00		
Landfill Fees	\$ 2,000.00	\$ 3,500.00		
Gravel for Trail @ HC	\$ 2,000.00	\$ -		Trail is paved
Wood Bark	\$ 9,000.00	\$ 2,500.00		Have moved to a permbark for most parks
Top Soil	\$ 4,000.00	\$ 5,000.00		
Perma Bark	\$ 2,000.00	\$ 2,000.00		
Playground Bark	\$ 4,000.00	\$ -		playgrounds are rubberized material
Gravel for RW/Shop	\$ 1,000.00	\$ -		replaced with recycle asphalt
Animal Control	\$ 16,800.00	\$ 82,225.00		Moving to Idaho Human Society Animal Control
Law Enforcement	\$ 1,752,845.66	\$ 2,838,829.00		Adding 3 deputies, 1 detective and 4 cars, additional funds from mitigation fees
Miscellaneous				
Miscellaneous	\$ 1,000.00	\$ 1,000.00		
Arpa Funds Use	\$ 500,000.00	\$ -		Remove
Transfer to Park Fund	\$ -	\$ -		
Capital				
Buildings	\$ 20,000.00	\$ 100,000.00		Includes replacing concrete in front of city hall
Equipment	\$ 10,000.00	\$ 15,000.00		General maintenance on buildings, paint (Interior/Exterior)
General	\$ -	\$ 45,000.00		72" Lawnmower, replace an old one.
Signs	\$ 5,000.00	\$ 5,000.00		Vehicle Purchase, replace old dodge (Parks Maitanence)
Streetlight Rpr/Mtnc.	\$ 5,000.00	\$ 5,000.00		Enclosing the Conex area
Transfer to General Fund	\$ -	\$ 732,474.58		
	\$ 14,396,119.73	\$ 13,442,388.70		
Mandatory Expenses				
Pass-Thru Expenses				



# ADVERTISING PRO

Section 5, Item A.

c/o ISj Payment Processing Center  
PO Box 1570,  
Pocatello, ID 83204  
Ph. (208) 465-8129 Fax: (907) 452-5054

BILLING DATE:	ACCOUNT NO:
07/17/23	19333

## LEGAL NOTICE

A Public Hearing pursuant to Idaho Code 50-1002 will be held for consideration of the proposed budget for the Fiscal Year October 1, 2023 to September 30, 2024, in the amount of \$13,542,388.70 with a proposed levy amount of \$1,869,337 from Ada and Canyon County Assessed Property Taxes. The hearing will be held at Star City Hall 10769 West State Street, Star Idaho at 7:00 Pm on August 1, 2023. All interested persons are invited to appear and show cause, if any why such budget should or should not be adopted. Copies of the proposed Star City Budget in detail are available at City Hall during regular office hours. City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities related to the budget documents or the hearing should contact the City Clerk's Office at 208-905-5452.

July 23, 30, 2023

399129

1 STAR, CITY OF  
P.O. BOX 130  
STAR, ID 83669

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
399129	PH 8/1/2023	07/23/23	07/30/23	4	\$56.92

## Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
------	--------	-----------	---------------	-------	--------

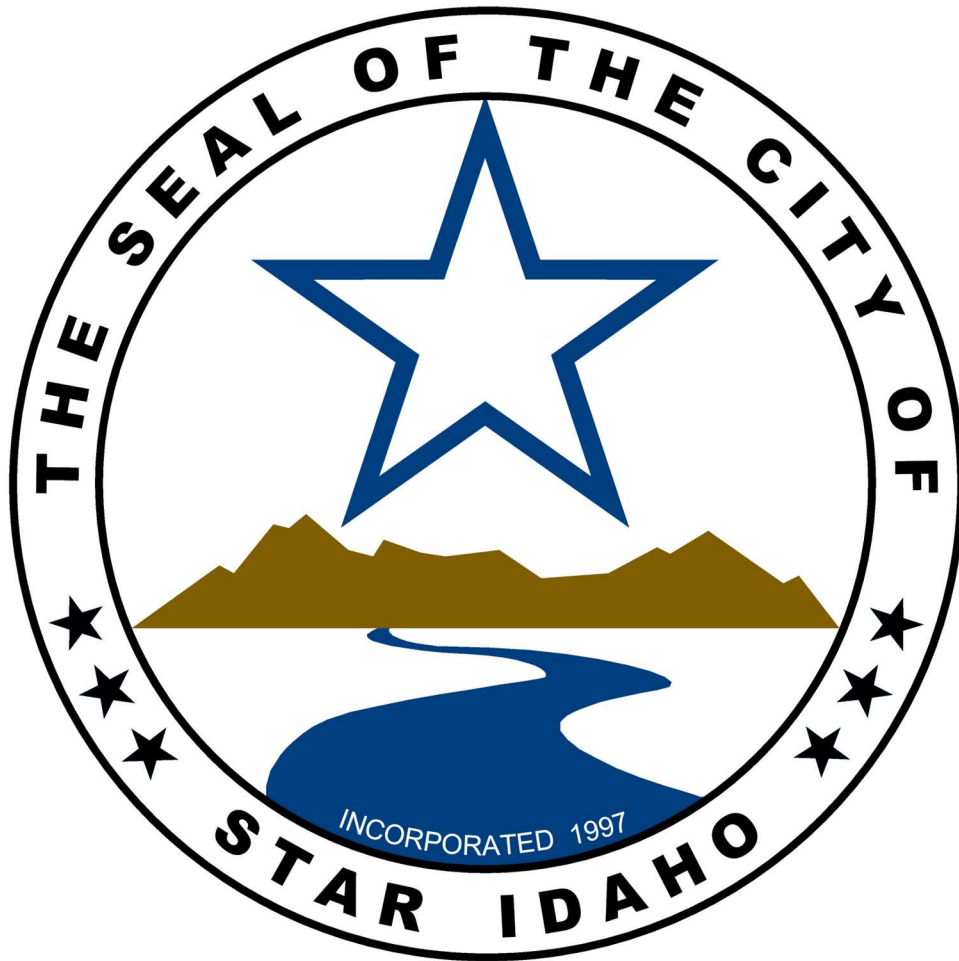
Discount: \$0.00  
Surcharge: \$0.00  
Credits: \$0.00

Gross: \$56.92  
Paid Amount: \$0.00

Amount Due: \$56.92

*We Appreciate Your Business!*

## 2023/2024 Star City Budget



Prepared by

Mayor Trevor A. Chadwick

10769 W. State Street, Star Idaho 83669

[www.staridaho.org](http://www.staridaho.org)

208-286-7247

City Council

David Hershey Kevin Nielsen Jennifer Salmonsens Kevin Wheelock

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## **Mayor's Message**

As we gather for the annual budget hearing presentation, I want to take a moment to reflect on the exceptional and historic events that have shaped our country, state, and city over the past several years. The COVID-19 pandemic undoubtedly touched each one of us, presenting both challenges and unique opportunities for us to come together as a community.

During this time, many individuals chose to make Star their home, seeking refuge from economic challenges and shutdowns in other parts of the country. Despite the hurdles, our city thrived, thanks to the prudent policies and careful planning implemented by your local city officials. We made a collective decision not to impose restrictions on businesses, churches, or individual freedoms. Instead, we encouraged personal responsibility, allowing residents to protect themselves and their families while continuing to contribute to the local economy.

This resilience has led to the growth and success of Star. By fostering a business-friendly environment and keeping government out of private industry, we have not only seen existing businesses flourish but also witnessed new investments in our community. The commercial growth in Star serves three vital purposes: generating property tax offsets from residential, creating job opportunities, and enhancing local services.

Currently, the burden of property taxes falls heavily on homeowners. In 2020, prior to Covid-19 residential property owners were burdened with 93% of the tax compared to only 7% coming from the commercial and agricultural industries. In 2023, we have started to see the investments in business change this burden to 88% for residential and 12% to commercial and agricultural. The arrival and opening of Ridleys Family Market, Ace Hardware, Albertsons, Les Schwab Tire, Tap House, Proof Pizza, Pappa Murphy's, Fiiz Drinks, O'Reilly Auto Parts, McDonalds, Dickey's BBQ, 208 Cycles, Domino's, Idaho Laundry Co, and Greyloch Custom Cabinetry is a testament to the progress made in the City of Star. Additional numerous other commercial ventures are underway or soon to be underway, including, Café Rio, Star Ship and Print, Star Dental, Dutch Brothers Coffee, Jacksons, Christian Brothers Automotive, Epic Shine Car Wash, First Interstate Bank, Jersey Mikes, Mod Pizza, The Valley Learning Center, Royal British Motors, US Bank, Wright Brothers Corporate Headquarters, Hood Ratz Garage, Metro Oil, Idaho State Liquor Store, Great Scotts, Eco Motors, Point S Automotives and Starbucks Coffee, plus many others.

The influx of new businesses not only shifts our tax ratio but also creates a stronger local job market, providing opportunities for our citizens to work close to home. Further, with the expansion of local services and goods, there will be fewer short car trips on our roads and highways.

In the face of extraordinary growth, the Star City Council and I have dedicated ourselves to updating our comprehensive plan, city map and codes to accommodate and enhance our cities livability. By reducing densities, we strive to create a viable and livable city. Additionally, the South of the River plan will create


an exceptional downtown core for our city, where our citizens can thrive, work, shop and enjoy many recreational opportunities.

I want to express my sincere gratitude for your endurance and patience throughout this period of rapid growth in our city. Together, we have laid the foundation for a bright future for Star, one that we can all be proud of.

I encourage all to actively participate and share your thoughts and ideas. Your input is vital as we shape the future of our great city. Together, we can continue to build a strong and prosperous city for generations to come.

Star = Community

With Respect and Gratitude,

A red ink signature, appearing to be "Trevor A. Chadwick", written over the closing text.

Mayor Trevor A. Chadwick

### **Reliable Income vs Mandatory Expenses**

When formulating the budget, we look at reliable income versus mandatory expenses. Our goal over the past three years has been to maintain a level as close to a zero net as possible. This would indicate that our city is functioning at an efficient level.

### **Reliable Income**

Reliable income categories are as follows: Property Taxes, Revenue Sharing, Liquor Revenue, and Franchise Fees from power, cable, natural gas, and waste management.

### **Property Taxes**

Property taxes are taxes paid from all property owners (homeowners, businesses, and agriculture) within the boundaries of the taxing district. Property taxes can be increased with either/or a combination of a 3% increase allowed by law, new construction roll, and/or annexation roll.

### **New Construction Value**

House Bill 389 from 2021 has made the goal of having growth pay for itself more challenging. Instead of realizing 100% of our new construction rolls, we are only able to realize 8% of the 90% of the new construction total. Under the old formula, Star would be able to realize \$265,378.00 in income for fiscal year 2023/2024. With the new formula, the city will be able to increase **\$138,765.00** in additional revenue on a combined market value from residential, commercial and agriculture of \$3,286,325,189.00 and a combined taxable value of \$ 2,690,868,208.00.

### **Revenue Sharing**

But there is good news! This year the City of Star was the beneficiary of the State of Idaho's adjustment in population in relation to revenue sharing. Revenue Sharing is a process where the state returns 11.5% of the sales tax revenue to cities and counties in Idaho. Star's revenue sharing dollars went from \$656,392 for the 2020/2021 budget year, \$1,007,190.00 for the 2021/2022 budget year, to \$1,355,372.00 for the 2022/2023 budget year to **\$1,567,849.00** in this upcoming budget year of 2023/2024.

### **State Liquor Revenue**

Additional money is collected from the state and passed onto local governments in the form of State Liquor Revenue distribution. 50% of the revenues collected are disbursed to cities and counties. Of this 50%, 51.2% goes to cities, 36.8% goes to counties and 12% goes to magistrate court funding. For fiscal year 2023/2024, the City of Star is expected to receive **\$122,880.00** from this fund. This is a decrease of 5.07% from the \$129,477.00 in revenue to be collected in the current fiscal year of 2022/2023.

### **Franchise Fees**

Idaho Code allows cities to collect franchise fees from electric, natural gas, cable TV and waste management. Cities are allowed to collect up to 3% unless there is a previous agreement in place. The

City of Star has all four of these franchise fees in place. We are currently collecting 1% from Idaho Power, 2% from Cable One/Sparklight, 3% from Intermountain Gas and 8% from Republic Services.

### **Mandatory Expenses**

In times of economic hardship or slowdown, mandatory expenses become essential for sustaining the city's operations despite reduced revenue from other sources. These indispensable expenses encompass crucial services such as Police and Animal Control, the expertise of the City Attorney, along with the associated legal fees linked to Ada and Canyon County Prosecutor's offices. Additionally, they encompass the city's payroll, employee costs, and liability insurance, all vital components in keeping the city functioning smoothly.

### **Pass Through Income vs Pass Through Expenses**

The City of Star has several income sources that are related to the number of permits issued and passed through to the agencies that utilize the money for improvements. These come in the form of impact fees and proportionate share revenue.

Impact fees allow taxing districts to assure that growth pays its part in capital improvements. The City of Star collects impact fees for Star Parks Development, Ada County Highway District (ACHD), Star Fire District, and for Canyon Highway District #4 (CHD4). Additionally, the City of Star set up the first of its kind agreement with the Idaho Transportation Department in the form of a Proportionate Share Agreement. The city recovers a processing fee to collect impact fees for Star Fire and for CHD4. By statute, we are not allowed to collect a processing fee from the ACHD impact fee, and we do not charge a processing fee for Star's Park Impact Fee, so 100% of those impact fees pass through.

### **Star Parks Impact Fees**

Each new single family residential unit and each door on multifamily projects pays a \$2,050.00 impact fee. These fees can only be used for improvements to current parks, the purchase of property for future parks, or the development of property into parks. In the 2023/2024 fiscal year the City of Star plans to re-convene its Impact Fee Committee to discuss the addition of trailways, pathways, and a possible City Recreation Center as items park impact fees can be used for.

### **ACHD Impact Fee**

Each new residential development (single family home) pays a \$3,493.00 impact fee to the city which is passed through to ACHD for capital improvements on the county owned roadways. Each business and multifamily unit pays a fee as well, but these fees are collected directly by ACHD, and the fee structure varies based on the type of business being developed. ACHD's Impact Fee can only be for specific improvements. Every year this fee can be adjusted by ACHD. 100% of these fees pass through to ACHD; no processing fee is collected. You can view a list of these fees by going to the following link at ACHD: [http://www.achdidaho.org/Documents/Engineering/ImpactFees/Ordinance246/ExhibitA\\_FeeSchedule.pdf](http://www.achdidaho.org/Documents/Engineering/ImpactFees/Ordinance246/ExhibitA_FeeSchedule.pdf)

### **Star Fire District Impact Fee**

In 2019, the Star Fire District entered into an agreement with the City of Star to assess an impact fee for all new housing and business permits. Each new residential unit pays a \$809.00 impact fee, and each commercial facility pays \$0.38 per square foot towards impact fees. These fees go towards the Star Fire District executing their capital improvement plan that includes the construction of additional stations as necessary. The city receives a \$20.00 processing fee for each permit issued, the remainder is passed through to the fire district each month.

### **Canyon Highway District 4 Impact Fee**

With the goal of growth paying for itself, the Cities of Star and Middleton entered into an agreement with Canyon Highway District 4 (CHD4) to do a feasibility study on impact fees for CHD4. The City of Star has roadways in Canyon County that CHD4 maintains and improves. In December 2021, the City of Star Adopted the Impact Fee Ordinance to allow growth to help with roads on the Canyon County segment of Star. The fees for each new residential unit are \$5,050.00 which is significantly higher than ACHD. No impact fees have ever been collected by CHD4, so they have a CIP that requires attention. As with ACHD the commercial impact fee varies depending on the type of business.

### **Proportionate Share with Idaho Transportation Department**

In April 2020, the City of Star entered into an agreement with Idaho Transportation Department (ITD) to collect a proportionate share of costs associated with improvements on the State Highways within the city limits of Star. All money collected can only be used on state highway improvements within Star. To date we have agreed to over **\$6,654,146.41** in Proportionate Share with the development community. The money must be paid prior to a developer receiving their final plats for each phase of the development. The City of Star is currently widening Highway 44 (State Street) from Can Ada Road to Star Road with an anticipated completion date in September 2023. This segment of Highway 44 is not currently funded through any other means. Star has three state highways these funds can be used on: Highway 44, Highway 16, and Highway 20/26. There are no fees associated with collecting these shares, all money stays in Star for highway improvements. This is a successful program showing how working with the various agencies we can have growth pay for itself.

### **Building Fees**

The city collects fees associated with plan reviews, inspections, and reinspections. The cost for these fees varies depending on the project. A list of fees can be found on our website at: <https://www.staridaho.org/bp/page/building-permit-fee-schedule>. The city uses contractors for our building, electrical, plumbing, and mechanical inspections. Up to 60% of these fees are paid to the contractors the remainder covers costs associated with the employees needed to provide additional building services. In January 2024, the City of Star will change from a contract building official to a full-time employee building official. This will allow the city to utilize the additional funds to improve on our customer service throughout the city.

**Savings**

The City of Star is positioned well financially. The city has no debt and has a sizable amount in savings that could help the city in the event of an economic downturn. We have funds in three banks, and in our Local Government Investment Pool. With the continued growth in our city, we have seen our savings remain strong and stable.

Currently, we have **\$21,442,556.68** in all the City of Star bank accounts. Breakdown of these funds is as follows:

Savings/Operating Accounts	\$ 16,522,491.34
Park Impact Fee Account:	\$ 1,980,658.26
ITD Proportion Share Account:	\$ 1,937,167.08
Police Mitigation	\$ 483,840.00
Fire Mitigation	\$ 518,400.00
<b><u>Total City of Star Bank Accounts:</u></b>	<b><u>\$ 21,442,556.68</u></b>

**REVENUE**

The city has reliable income in the form of Property Taxes, Revenue Sharing and Franchise Fees. We have additional pass thru income relating to impact fees and building fees. The city generates additional revenue through licenses, grants, sponsorships, sports/recreation programs and other miscellaneous revenue sources.

**Property Taxes**

Each year, taxing districts rely on property taxes as a significant revenue source to formulate their budgets. In the 2023/2024 Budget Year, Star's property tax revenue constitutes approximately 13.90% of the total budget. House Bill 389, passed in 2021, permits taxing districts to augment their taxing authority by up to 8%, combining the 3% allowance with 90% of revenue from new construction and annexations. Enacting a blanket 3% tax increase on all taxpayers would inevitably impose a greater tax burden on every homeowner, business, and agricultural property within the city. Alternatively, by utilizing the income generated from new construction and annexations, existing taxpayers would not face additional taxes, assuming valuation rates remain constant. Fortunately, due to substantial new construction in Star, the property tax levy amount can be bolstered by 8% solely through these new developments. Consequently, the City of Star's new levy will amount to **\$1,869,337.00**. Refer to Exhibits 2 and 3 below for a detailed breakdown of the impact of this new levy, revealing reduced taxes for the city thanks to the augmented new construction roll.

Following several years of remarkable 20-50% upsurge in residential home values according to the county assessor, residents witnessed a decrease ranging from 10-30% in the budget year 2023/2024. Concurrently, business valuations experienced the most substantial growth within our community. As a result, many residential taxpayers will observe a decrease in their property taxes paid to the City of

Star, while businesses will experience an increase. This shift is attributed to the changes in property valuations over the past year, as previously mentioned. The City of Star witnessed a noteworthy **\$199,883,184.00** increase in new construction value, encompassing both residential and commercial projects. The total taxable value of Star now stands at **\$2,784,969,958.00**. Historically, the burden of property taxes in Star predominantly fell upon residential taxpayers, with a 93% residential to 7% commercial/agricultural ratio. However, this year brought a significant improvement, as the burden reduced to an 88% residential to 12% commercial/agricultural ratio.

Foregone

Foregone represents the funds withheld from inclusion in the tax rolls but remain available for future utilization. These monetary reserves can be earmarked and assessed in the upcoming years as an increase in property taxes. According to House Bill 389, the city's access to these funds is limited to 1% annually for essential business operations, or alternatively, up to 3% for financing capital projects, which would then cease once the project is fully funded. Presently, Star has a balance of \$663,040.00 in its foregone funds. Given our decision to utilize the full 8% accessible through new construction, following the longstanding policy set by the current Mayor and Council, no additional funds will be allocated to the Foregone balance in this fiscal year.

Exhibit 2: Residential Property Tax Example

Residential Tax Example #1 (Steven Springs Subdivision Property)									
Year 2020/2021					Year 2021/2022				
Valuation	\$360,300.00				Valuation	\$470,200.00	30.57%		
Homeowners Exemption	\$500,000.00				Homeowners Exemption	\$525,000.00			
Taxable Value	\$2,863,300.00				Taxable Value	\$2,465,200.00	32.72%		
Total Tax	\$ 3,531.47				Total Tax	\$ 3,480.55			
Year 2020/2021					Year 2021/2022				
Description	Tax District	Levy Rate	\$ Tax	% of Tax	Description	Tax District	Levy Rate	\$ Tax	% of Tax
Ada County	1	0.0024625261	\$62.61	1.78%	Ada County	1	0.001744946	\$48.36	1.38%
West Ada School	8	0.002377895	\$85.49	2.42%	West Ada School	8	0.001879148	\$48.15	1.38%
Star Fire	31	0.001699522	\$44.52	1.25%	Star Fire	31	0.001387735	\$36.04	1.03%
Star City	33	0.001245193	\$32.38	0.91%	Star City	33	0.000952231	\$24.32	0.69%
Ada County Highway District	6	0.000791539	\$20.47	0.58%	Ada County Highway District	6	0.000972721	\$25.18	0.72%
Star Senior and Water	37	0.000460786	\$11.83	0.33%	Star Senior and Water	37	0.000374666	\$9.64	0.28%
Ada Community Library	13	0.000435269	\$11.15	0.31%	Ada Community Library	13	0.000323391	\$8.35	0.24%
College of Western Idaho	100	0.00124291	\$3.23	0.09%	College of Western Idaho	100	0.000344433	\$8.91	0.25%
Emergency Medical	3	0.000118423	\$3.00	0.08%	Emergency Medical	3	0.00009991	\$2.58	0.07%
Star Cemetery	25	0.000023143	\$0.60	0.02%	Star Cemetery	25	0.000023593	\$0.61	0.02%
Mosquito Abatement	43	0.000021106	\$0.54	0.02%	Mosquito Abatement	43	0.000017776	\$0.45	0.01%
Year 2020/2021					Year 2021/2022				
Valuation	\$500,300.00				Valuation	\$405,300.00	20.79%		
Homeowners Exemption	\$500,000.00				Homeowners Exemption	\$525,000.00			
Taxable Value	\$4,643,300.00				Taxable Value	\$2,465,200.00	53.09%		
Total Tax	\$ 3,936.58				Total Tax	\$ 3,464.73			
Year 2020/2021					Year 2021/2022				
Description	Tax District	Levy Rate	\$ Tax	% of Tax	Description	Tax District	Levy Rate	\$ Tax	% of Tax
Ada County	1	0.0024625261	\$95.23	2.42%	Ada County	1	0.001744946	\$68.10	1.96%
West Ada School	8	0.002377895	\$95.25	2.42%	West Ada School	8	0.001879148	\$72.48	2.09%
Star Fire	31	0.001699522	\$61.82	1.57%	Star Fire	31	0.001387735	\$52.54	1.52%
Star City	33	0.001245193	\$49.86	1.27%	Star City	33	0.000952231	\$34.58	0.99%
Ada County Highway District	6	0.000791539	\$28.52	0.72%	Ada County Highway District	6	0.000972721	\$36.87	1.06%
Star Senior and Water	37	0.000460786	\$16.48	0.42%	Star Senior and Water	37	0.000374666	\$14.00	0.40%
Ada Community Library	13	0.000435269	\$16.58	0.42%	Ada Community Library	13	0.000323391	\$12.25	0.35%
College of Western Idaho	100	0.00124291	\$4.88	0.12%	College of Western Idaho	100	0.000344433	\$13.26	0.38%
Emergency Medical	3	0.000118423	\$4.52	0.11%	Emergency Medical	3	0.00009991	\$3.85	0.11%
Star Cemetery	25	0.000023143	\$1.17	0.03%	Star Cemetery	25	0.000023593	\$1.19	0.03%
Mosquito Abatement	43	0.000021106	\$0.97	0.02%	Mosquito Abatement	43	0.000017776	\$0.84	0.02%
Year 2020/2021					Year 2021/2022				
Valuation	\$500,300.00				Valuation	\$507,000.00	19.28%		
Homeowners Exemption	\$500,000.00				Homeowners Exemption	\$525,000.00			
Taxable Value	\$4,643,300.00				Taxable Value	\$2,465,200.00	50.26%		
Total Tax	\$ 3,936.58				Total Tax	\$ 3,436.43			
Year 2020/2021					Year 2021/2022				
Description	Tax District	Levy Rate	\$ Tax	% of Tax	Description	Tax District	Levy Rate	\$ Tax	% of Tax
Ada County	1	0.0024625261	\$115.51	2.94%	Ada County	1	0.001473800	\$57.86	1.68%
West Ada School	8	0.002377895	\$115.51	2.94%	West Ada School	8	0.00203829000	\$77.71	2.26%
Star Fire	31	0.001699522	\$66.13	1.68%	Star Fire	31	0.00097843000	\$36.49	1.06%
Star City	33	0.001245193	\$47.23	1.20%	Star City	33	0.000952231	\$34.73	1.01%
Ada County Highway District	6	0.000791539	\$30.54	0.78%	Ada County Highway District	6	0.00044734000	\$16.82	0.49%
Star Senior and Water	37	0.000460786	\$17.79	0.45%	Star Senior and Water	37	0.00037623000	\$13.60	0.39%
Ada Community Library	13	0.000435269	\$17.79	0.45%	Ada Community Library	13	0.00035600000	\$13.49	0.39%
College of Western Idaho	100	0.00124291	\$4.90	0.12%	College of Western Idaho	100	0.00078812000	\$30.72	0.89%
Emergency Medical	3	0.000118423	\$4.52	0.11%	Emergency Medical	3	0.00007613000	\$2.84	0.08%
Star Cemetery	25	0.000023143	\$1.17	0.03%	Star Cemetery	25	0.00001745000	\$0.64	0.02%
Mosquito Abatement	43	0.000021106	\$0.97	0.02%	Mosquito Abatement	43	0.00001590000	\$0.58	0.02%
Year 2020/2021					Year 2021/2022				
Valuation	\$500,300.00				Valuation	\$507,000.00	19.28%		
Homeowners Exemption	\$500,000.00				Homeowners Exemption	\$525,000.00			
Taxable Value	\$4,643,300.00				Taxable Value	\$2,465,200.00	50.26%		
Total Tax	\$ 3,936.58				Total Tax	\$ 3,436.43			
Year 2020/2021					Year 2021/2022				
Description	Tax District	Levy Rate	\$ Tax	% of Tax	Description	Tax District	Levy Rate	\$ Tax	% of Tax
Ada County	1	0.001911220000	\$88.52	2.25%	Ada County	1	0.001473800	\$57.86	1.68%
West Ada School	8	0.00203829000	\$88.52	2.25%	West Ada School	8	0.00203829000	\$77.71	2.26%
Star Fire	31	0.00096420000	\$44.24	1.12%	Star Fire	31	0.00096420000	\$44.24	1.28%
Star City	33	0.000617843000	\$24.02	0.61%	Star City	33	0.000617843000	\$24.02	0.70%
Ada County Highway District	6	0.000497133000	\$18.64	0.47%	Ada County Highway District	6	0.000497133000	\$18.64	0.54%
Star Senior and Water	37	0.000313843000	\$12.14	0.31%	Star Senior and Water	37	0.000313843000	\$12.14	0.35%
Ada Community Library	13	0.000308443000	\$11.90	0.30%	Ada Community Library	13	0.000308443000	\$11.90	0.34%
College of Western Idaho	100	0.00009100000	\$4.19	0.11%	College of Western Idaho	100	0.00009100000	\$4.19	0.12%
Emergency Medical	3	0.00000463000	\$0.19	0.00%	Emergency Medical	3	0.00000463000	\$0.19	0.00%
Star Cemetery	25	0.00000146000	\$0.06	0.00%	Star Cemetery	25	0.00000146000	\$0.06	0.00%
Mosquito Abatement	43	0.00000127000	\$0.05	0.00%	Mosquito Abatement	43	0.00000127000	\$0.05	0.00%

Exhibit 3: Business Property Tax Example

Business Tax Example 1 (BI-Mart)														
Valuation	\$4,517,100.00		Year 2020/2021	Valuation	\$4,512,700.00	-9.4%	Year 2021/2022	Valuation	\$5,480,800.00	26.90%	Year 2022/2023			
Taxed Value	\$4,517,100.00			Taxed Value	\$4,512,700.00			Taxed Value	\$5,480,800.00					
Total Tax	\$ 45,581.56			Total Tax	\$ 45,579.39			Total Tax	\$ 28,482.37					
Description	Tax District	Levy Rate	\$ Tax	% of Tax	Description	Tax District	Levy Rate	\$ Tax	Incr or Dec	Description	Tax District	Levy Rate	\$ Tax	Incr or Dec
Ada County	1	0.003405262	\$1,009.32	24.25%	Ada County	1	0.003191577	\$8,299.19	\$12,789.84	Ada County	1	0.003414784000	\$1,754.15	\$ 1,045.04
West Ada School	8	0.002177895	\$988.46	21.88%	West Ada School	8	0.001184791	\$6,795.95	\$14,081.91	West Ada School	8	0.000888292000	\$5,995.86	\$ 884.90
Star Fire	31	0.001690012	\$729.18	17.13%	Star Fire	31	0.001184791	\$6,795.95	\$12,201.90	Star Fire	31	0.000853645000	\$4,788.64	\$ 1,881.03
Star City	33	0.001248192	\$570.20	12.54%	Star City	33	0.000853288	\$3,897.84	\$12,084.16	Star City	33	0.000849030000	\$3,214.51	\$ 482.34
Ada County Highway District	6	0.000701539	\$241.01	7.06%	Ada County Highway District	6	0.000554949	\$2,424.11	\$ 786.91	Ada County Highway District	6	0.000444180000	\$2,452.27	\$ 28.17
Star Sewer and Water	37	0.000649096	\$229.98	6.54%	Star Sewer and Water	37	0.000438305	\$1,822.38	\$11,048.00	Star Sewer and Water	37	0.000396524000	\$1,625.19	\$ 1,297.79
Ada Community Library	13	0.000435026	\$159.16	4.38%	Ada Community Library	13	0.000328229	\$1,422.12	\$ 769.04	Ada Community Library	13	0.000360468000	\$1,488.28	\$ 18.84
College of Western Idaho	100	0.000121201	\$48.00	1.24%	College of Western Idaho	100	0.000088888	\$48.00	\$ 1,445.45	College of Western Idaho	100	0.000136120000	\$ 730.86	\$ 1,445.45
Emergency Medical	3	0.000118422	\$42.03	1.19%	Emergency Medical	3	0.000041188	\$408.74	\$ 131.29	Emergency Medical	3	0.000076170000	\$ 417.51	\$ 8.77
Fluvial Control District #10	45	0.000105457	\$482.60	0.011%	Fluvial Control District #10	45	0.00009214800	\$52.20	\$ 130.40	Fluvial Control District #10	45	0.000092148000	\$ 340.98	\$ 11,121
Star Cemetery	25	0.000032311	\$147.99	0.328%	Star Cemetery	25	0.000032318	\$151.07	\$ 148.83	Star Cemetery	25	0.000017445000	\$ 95.61	\$ 15,448
Mosquito Abatement	43	0.000021106	\$96.60	0.213%	Mosquito Abatement	43	0.0000348123	\$72.84	\$ 125.76	Mosquito Abatement	43	0.000013560000	\$ 74.32	\$ 1.48
Business Tax Example 2 (El Mariachi Loco Restaurante)														
Valuation	\$ 870,300.00		Year 2020/2021	Valuation	\$ 743,500.00	-34.7%	Year 2021/2022	Valuation	\$ 874,900.00	31.12%	Year 2022/2023			
Taxed Value	\$ 870,300.00			Taxed Value	\$ 743,500.00			Taxed Value	\$ 874,900.00					
Total Tax	\$ 6,517.22			Total Tax	\$ 6,158.65			Total Tax	\$ 5,005.66					
Description	Tax District	Levy Rate	\$ Tax	% of Tax	Description	Tax District	Levy Rate	\$ Tax	Incr or Dec	Description	Tax District	Levy Rate	\$ Tax	Incr or Dec
Ada County	1	0.003405262	\$2,003.30	24.20%	Ada County	1	0.003191577	\$1,424.16	\$ 689.14	Ada County	1	0.003414784000	\$1,879.27	\$ 144.88
West Ada School	8	0.002177895	\$1,869.48	24.21%	West Ada School	8	0.001184791	\$1,869.61	\$ 688.87	West Ada School	8	0.001093819000	\$1,666.37	\$ 1,192.50
Star Fire	31	0.001690012	\$1,479.86	17.20%	Star Fire	31	0.001184791	\$1,958.94	\$ 1,521.75	Star Fire	31	0.000853645000	\$1,832.22	\$ 1,123.73
Star City	33	0.001248192	\$1,084.04	12.60%	Star City	33	0.000853288	\$1,434.42	\$ 449.62	Star City	33	0.000849030000	\$1,371.78	\$ 162.64
Ada County Highway District	6	0.000701539	\$535.35	7.15%	Ada County Highway District	6	0.000554949	\$415.38	\$ 124.57	Ada County Highway District	6	0.000444180000	\$486.20	\$ 20.27
Star Sewer and Water	37	0.000649096	\$568.91	8.61%	Star Sewer and Water	37	0.000438305	\$359.99	\$ 124.80	Star Sewer and Water	37	0.000396524000	\$380.68	\$ 180.91
Ada Community Library	13	0.000435026	\$378.60	4.43%	Ada Community Library	13	0.000328229	\$244.84	\$ 134.50	Ada Community Library	13	0.000360468000	\$249.61	\$ 5.57
College of Western Idaho	100	0.000121201	\$58.17	1.29%	College of Western Idaho	100	0.000088888	\$58.17	\$ 134.45	College of Western Idaho	100	0.000076170000	\$ 76.84	\$ 2.12
Emergency Medical	3	0.000118422	\$50.06	1.20%	Emergency Medical	3	0.000041188	\$50.14	\$ 131.92	Emergency Medical	3	0.000076170000	\$ 78.26	\$ 4.12
Star Cemetery	25	0.000032311	\$28.12	0.328%	Star Cemetery	25	0.000032318	\$31.34	\$ 150.78	Star Cemetery	25	0.000017445000	\$ 17.61	\$ 10.34
Mosquito Abatement	43	0.000021106	\$28.37	0.215%	Mosquito Abatement	43	0.0000348123	\$32.50	\$ 15.87	Mosquito Abatement	43	0.000013560000	\$ 13.22	\$ 0.72
Business Tax Example 3 (El Mariachi Loco Restaurante)														
Valuation	\$1,089,000.00		Year 2020/2021	Valuation	\$1,089,000.00		Year 2021/2022	Valuation	\$1,089,000.00		Year 2022/2023			
Taxed Value	\$1,089,000.00			Taxed Value	\$1,089,000.00			Taxed Value	\$1,089,000.00					
Total Tax	\$ 6,803.93			Total Tax	\$ 6,803.93			Total Tax	\$ 6,803.93					
Description	Tax District	Levy Rate	\$ Tax	Incr or Dec	Description	Tax District	Levy Rate	\$ Tax	Incr or Dec	Description	Tax District	Levy Rate	\$ Tax	Incr or Dec
Ada County	1	0.003405262	\$3,703.84	\$ 853.57	Ada County	1	0.003191577	\$3,703.84	\$ 853.57	Ada County	1	0.003414784000	\$3,703.84	\$ 853.57
West Ada School	8	0.002177895	\$2,341.57	\$ 853.57	West Ada School	8	0.001184791	\$2,341.57	\$ 853.57	West Ada School	8	0.001093819000	\$2,341.57	\$ 853.57
Star Fire	31	0.001690012	\$1,818.87	\$ 853.57	Star Fire	31	0.001184791	\$1,818.87	\$ 853.57	Star Fire	31	0.000853645000	\$1,818.87	\$ 853.57
Star City	33	0.001248192	\$1,418.87	\$ 853.57	Star City	33	0.000853288	\$1,418.87	\$ 853.57	Star City	33	0.000849030000	\$1,418.87	\$ 853.57
Ada County Highway District	6	0.000701539	\$370.35	\$ 853.57	Ada County Highway District	6	0.000554949	\$370.35	\$ 853.57	Ada County Highway District	6	0.000444180000	\$370.35	\$ 853.57
Star Sewer and Water	37	0.000649096	\$698.91	\$ 853.57	Star Sewer and Water	37	0.000438305	\$698.91	\$ 853.57	Star Sewer and Water	37	0.000396524000	\$698.91	\$ 853.57
Ada Community Library	13	0.000435026	\$598.60	\$ 853.57	Ada Community Library	13	0.000328229	\$598.60	\$ 853.57	Ada Community Library	13	0.000360468000	\$598.60	\$ 853.57
College of Western Idaho	100	0.000121201	\$58.17	\$ 853.57	College of Western Idaho	100	0.000088888	\$58.17	\$ 853.57	College of Western Idaho	100	0.000076170000	\$58.17	\$ 853.57
Emergency Medical	3	0.000118422	\$50.06	\$ 853.57	Emergency Medical	3	0.000041188	\$50.06	\$ 853.57	Emergency Medical	3	0.000076170000	\$50.06	\$ 853.57
Star Cemetery	25	0.000032311	\$28.12	\$ 853.57	Star Cemetery	25	0.000032318	\$28.12	\$ 853.57	Star Cemetery	25	0.000017445000	\$28.12	\$ 853.57
Mosquito Abatement	43	0.000021106	\$28.37	\$ 853.57	Mosquito Abatement	43	0.0000348123	\$28.37	\$ 853.57	Mosquito Abatement	43	0.000013560000	\$28.37	\$ 853.57

Revenue Sharing and Liquor Revenue

The City of Star expects to receive **\$1,567,849.00** from the State of Idaho in the form of revenue sharing. This is a 15.67% increase from the prior year. This increase allows the city to make up for some of the new construction revenue lost because of House Bill 389.

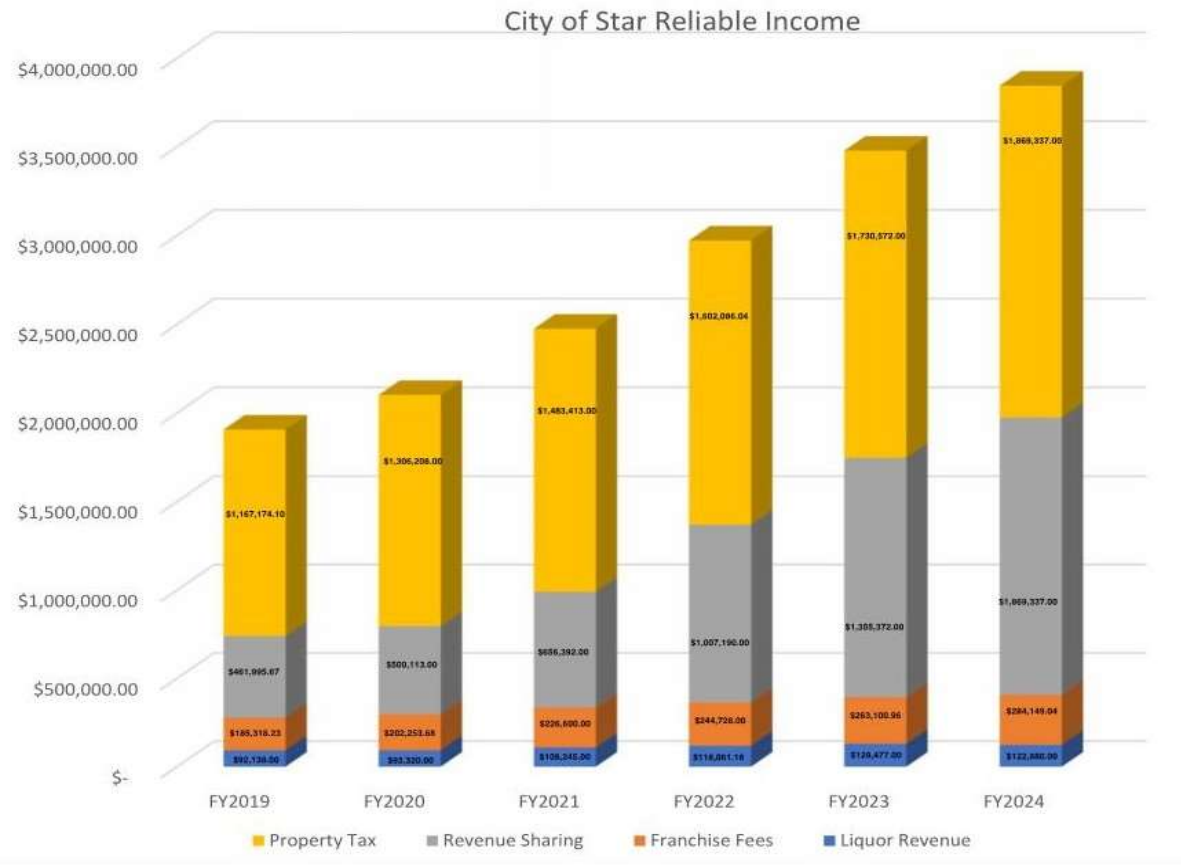
Liquor Revenue is expected to be **\$122,880.00**. This is a decrease of 5.07% from the year prior.

Franchise Fees

The City of Star receives franchise fees from Idaho Power, Intermountain Gas, Cable One/Sparklight and Republic Services. We are expecting an increase of 8% in fees from these franchises during fiscal year 2023/2024. The aggregate total the city will collect is **\$284,149.04**.

Exhibit 4 shows the increases in each of the reliable income categories over the past four years.

Exhibit 4: Reliable Income Growth



**Impact Fees and Proportionate Share**

Between 2020 and 2022, the Treasure Valley experienced a large influx of individuals relocating from other states, and this surge was mirrored in the growth witnessed by Star. An average of 684 new residential permits per year underscored this trend. However, during the initial six months of 2023, there was a slight decline in the issuance of residential housing permits. As Star charts its course for the 2023/2024 budget year, the plan is to allocate resources for 500 building permits. Pass-through income from these categories is anticipated to remain steady compared to previous years.

In addition, the approval of the impact fee for Canyon Highway District 4 (CHD4) took place in December 2021. Since the trends of development on the Canyon County side remain uncertain, the city must remain agile in adjusting its budget as data starts to emerge. The following breakdown provides insight into the expected income in each category arising from impact fees.

<b>ACHD Impact Fee:</b>	<b>\$ 1,571,850.00</b> (450 * \$ 3,493.00)
<b>Star Park Impact Fee:</b>	<b>\$ 1,025,000.00</b> (500 * \$ 2,050.00)
<b>Star Fire Impact Fee:</b>	<b>\$ 404,500.00</b> (500 * \$ 809.00)
<b>CHD4 Impact Fee:</b>	<b>\$ 252,500.00</b> ( 50 * \$ 5,050.00)

The city has **\$6,654,146.41** committed to the proportionate share fund, however these funds are not collected by the city until the final plat is picked up by the developer with each phase of a development. Total collected to date is **\$ 1,937,167.08**. The City of Star has budgeted **\$100,000.00** to be collected and will adjust this area of the budget as final plats are completed and fees are paid. Exhibit 5 shows the projects and proportionate shares as determined by the Idaho Transportation Department (ITD) and agreed upon by the developer and the City of Star.

#### Exhibit 5: Approved Proportionate Shares per ITD

ITD Proportionate Share - City of Star

Subdivision Name	Committed	Paid
Addington	\$ 34,000.00	
Amazon Falls	\$ 88,838.00	\$ 88,838.00
Bretenbach Ridge	\$ 14,072.00	\$ 14,072.00
Canopi Estates	\$ 3,324.00	\$ 3,324.00
Canvasback	\$ 188,000.00	\$ 108,188.38
Cherished Estates	\$ 83,599.00	
Colt Heights	\$ 5,000.00	
Craftsman Estates North	\$ 12,665.00	\$ 12,665.00
Cranefield	\$ 72,798.00	\$ 25,915.00
Cresta Del Sol	\$ 109,660.05	\$ 66,520.08
Crystal Springs Apartments	\$ 216,000.00	\$ 216,000.00
East Star River Ranch	\$ 237,600.00	
First Street Townhomes	\$ 30,000.00	
Fountain Park	\$ 312,380.00	
Garnett	\$ 5,000.00	
Glendora	\$ 13,000.00	
Haven Ranch	\$ 2,770.00	
Inspirado	\$ 488,000.00	
Iron Mountain Vista	\$ 46,000.00	
Langtree Bungalows	\$ 92,000.00	
Loran Estates	\$ 2,690.00	
Madenford	\$ 15,000.00	
McDonalds West	\$ 88,977.00	\$ 88,977.00
Milestone Ranch	\$ 39,222.00	\$ 13,671.90
Mink Creek	\$ 9,000.00	
Moyle Heights	\$ 3,474.36	
Naismith Commons	\$ 208,000.00	
Norterra	\$ 664,046.00	\$ 664,046.00
Oaklawn	\$ 105,950.00	
Oliver Estates	\$ 88,000.00	
Paint Point	\$ 14,056.00	\$ 14,056.00
River Park	\$ 210,787.00	
Rivercreek Landing	\$ 123,659.00	\$ 54,100.48
Rivermoor	\$ 294,168.00	
Rooster Hollow	\$ 52,000.00	
Rosti Farms	\$ 874,625.00	\$ 377,772.24
Ryken Meadows	\$ 5,000.00	
Saddlewood	\$ 36,250.00	\$ 18,495.00
Saunders Ridge	\$ 5,000.00	
Sellwood	\$ 113,191.00	
Springtree Estates	\$ 13,000.00	
Stardale	\$ 22,000.00	
Stardust Ranch	\$ 8,318.00	
Star River Ranch North	\$ 72,000.00	
Stargazer	\$ 109,361.00	
Starpointe	\$ 131,671.00	
Stonecrest	\$ 9,894.00	\$ 9,894.00
Sunfield Estates	\$ 52,630.00	\$ 52,630.00
Torchlight	\$ 39,000.00	\$ 39,000.00
Trapper Ridge	\$ 3,000.00	\$ 3,000.00
Wildrye Creek	\$ 91,471.00	\$ 66,002.00
Willowbrook	\$1,094,000.00	
<b>Totals</b>	<b>\$6,654,146.41</b>	<b>\$1,937,167.08</b>

Share is collected by phase of project

**Building Fees and Land Use Fees**

The City of Star contracts services related to our inspectors and plan reviews. The city has contracts with building, electrical, plumbing, and mechanical inspectors. In January 2024, the city plans to cancel our contract with the building official and bring in a full time building official. This will allow the city to increase people as necessary without increasing the budget, providing better service to the city’s customers. In late fall of 2022, it came to light that the city had not been levying the Building Plan Review Fee, despite its legal allowance. Introducing this new fee in the current fiscal year will not only generate additional revenue but also facilitate the enhancement of services to our citizens by enabling the hiring of additional personnel as the need arises. The projected income for building fees is as follows:

Building Permit Fees	(500 * \$2,172.55 avg)	\$ 1,086,275.00
<b>Building Plan Review Fee (New)</b>	<b>(500 * \$1,516.39 avg)</b>	<b>\$ 758,195.00</b>
Electrical Fees	(500 * \$ 313.70 avg)	\$ 156,852.00
Plumbing Fees	(500 * \$ 313.70 avg)	\$ 156,852.00
Mechanical Fees	(500 * \$ 348.71 avg)	\$ 174,352.00
Re-Inspection Fees		\$ 5,000.00

There are various Land Use fees associated with the many developments in Star. These fees range from \$50.00 to \$3,000.00 or more. Land use applicants will pay any additional costs incurred by the City in obtaining a review of the application by architects, engineers, or other professionals.

Bonding of projects occurs when adverse weather conditions prevent the timely completion of landscaping, irrigation, streetlights, fencing, and other essential site amenities, as stipulated in the final plat agreement. These bonds, amounting to 150% of the cost of the designated improvements, act as a form of security until the city engineer certifies their satisfactory completion. Once the required improvements have been verified, the bonds are promptly returned to the project owner. Notably, bonds generally function as pass-through revenue, seamlessly facilitating the completion of vital projects in compliance with the specified requirements.

Zoning Admin Land Use Fees	\$ 120,000.00
Bonding	\$ 200,000.00

**General License and Fees**

General Licenses and Fees include Dog Licenses, Vendors Permits, Alcohol Beverage Licenses, Park Reservations and Facility Rentals.

Every year the city collects fees related to dog licenses. Our goal is to have all dogs licensed within our city limits for two reasons. One is to make certain our pups are returned to the rightful owner if they escape from their owners and the other is to work towards paying for the required animal control costs the city is required to provide. Cost for these licenses vary from \$9.00 to \$41.00 annually.

Vendor permits are issued to all vendors attending the various events in our parks and city facilities throughout the year. Food Trucks also fall into this category. Vendor permits range from \$25.00 to \$125.00 depending on class of vendor.

Every June each business that sells alcohol in Star must reapply for their Alcohol Beverage License. Costs associated with these licenses are set by the State. Costs range from \$50.00 to \$1,062.50, depending on the type of alcohol license desired.

With the increase in population, our parks and facilities are seeing an increase in use. Fees associated with these rentals range from \$25.00 to \$800.00 depending on the venue.

For 2023/2024 the expected revenue generated for General Licenses are as follows:

Dog Licenses	\$ 3,500.00
Vendors License	\$ 2,400.00
Alcohol Beverage License	\$ 7,170.00
Park Reservations	\$ 10,000.00
Facility Rentals	\$ 16,000.00

General Fees include interest revenue realized on our various banking accounts and donations received from generous businesses and individuals. These donations go to help the youth of our communities attend some of our sports and camps when their families are in need.

Fiscal year 2023/2024 General Fees income are as follows:

Interest Revenue	\$ 100,000.00
Donations	\$ 9,000.00

**Grants, ARPA Funds and Events**

Since becoming the Mayor of Star, I have worked hard to acquire grant money for various projects and improvements we wish to complete. In fiscal year 2020/2021, with the help of Tina Wilson, Director, Western Alliance for Economic Development, the City of Star secured a grant to run fiber to our City Hall, Star Riverhouse, and Hunter’s Creek Park for \$ 379,650.45. This provided important high speed access points for our kids who were required to educate from home and for home-based businesses that were having challenges obtaining internet service at home. In fiscal year 2021/2022 we applied for grants for pathways and parking studies in downtown Star. One of the grants is to assist in paying for a pathway directly from Floating Feather to Star Middle School to get kids off the road for safety and we were recently advised that the City of Star was awarded this grant. Additionally, Chief Hessing with Star Police applied for a grant through ITD for a STEP program. The City of Star has a high chance of receiving this grant. Additional grant opportunities for 2023/2024 are listed below.

ITD Police Grant	\$ 120,000.00
Park/Pathways Grant	\$ 50,000.00
Fiber Grant	\$ 50,000.00
Transportation Planning Grant	\$ 50,000.00
Star Middle School Pathway Grant	\$ 250,000.00

The City of Star works hard to obtain sponsorships for our annual Hometown Celebration. It is the goal and desire of the city to have sponsorships pay for this event. With the uncertainty of the economy in the next couple of years, the City of Star is anticipating a slight reduction in the number of sponsorships.

Hometown Celebration	\$ 55,000.00
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**Sports and Recreation Programing Fees**

We have a robust sports and recreation program. Many classes are offered through our recreation department such as: mosaic arts, fit and fall, kid’s camps, yoga, etc. Our sports programing includes soccer, baseball, softball, football, lacrosse, and more. The Star Riverhouse, has created opportunities in Star providing kids summer camps, various classes, and programs. Additionally, the City of Star and the Star Fire District worked together to renovate 3,200 square feet of space next to the fire station to provide additional programing and classes. With this additional space we will continue to see an increase in the number of program participants year after year. The city has more than 500 participants every year in the various programs. Additionally, the team was able to secure a grant to help pay for programing. Revenue collected from these programs for 2023/2024 are expected as follows:

Sports Fees	\$ 97,800.00
Classes and Activities Fees	\$ 113,700.00
ION Grant	\$ 40,027.66

**Court Fines, Scholarships, Miscellaneous Revenue, and Unrestricted Funds**

Court Fines are paid back to the city for various criminal activities that have taken place. There is no real formula to determine how much the city will receive in these fines. The lower the fines the lower the crime rates.

Our Star Mayor’s Youth Council (MYC) has been focusing on increasing the amount of Mayor’s Youth Scholarhsip donations. The goal of the MYC is to raise money through fundraiseing. At this year’s Hometown Celebration and other events these fantastic young men and women collected more than \$10,000.00 to be applied towards scholarships.

Miscellaneous revenue is revenue that comes into the city that does not fit into any other defined catergy.

In September of 2022, I worked with the Building Contractors Association (BCA) to find assistance with making certain our Police and Fire services are not negatively impacted by growth. With House Bill 389 and the inability to increase revenue with new construction growth it was essential that a funding mechanism was put in place. With this collaboration he Council adopted Police and Fire Mitigation Fees for every new home built in Star. These fees help increase the number of personel needed to service our growing city.

In Spring of 2023, the City Clerks Office provided a new service to the citizens of our community by opening up a Passport office. This office will generate additional revenue for the City of Star through federally set passport fees.

Unrestricted funds are funds transferred into the P&L to cover costs. This year the Parks Funds transfer is money coming from our Parks Impact Fee accounts to help fund scheduled park improvements. Additionally, there is a transfer of funds from the Police Mitigation fees to help cover the cost of the additional officers for Fiscal Year 2023/2024.

Below is the expected revenue for these items:

Court Fines	\$ 7,000.00
Scholarships	\$ 10,000.00
Miscellaneous Revenue	\$ 1,000.00
Police Mitigation	\$ 560,000.00
Fire Mitigation	\$ 600,000.00
Passports Issuance	\$ 109,200.00
Passport Pictures	\$ 25,000.00
Transfer from Park Impact Funds	\$ 740,000.00
Transfer from Police Mitigation Fee (2022/2023)	\$ 560,000.00

The total projected revenue from all sources for budget year 2023/2024 is **\$13,442,388.70**. This is a total decrease of 6.6% from the 2022/2023 budget year.

It is important to note that only **\$1,869,337.00** of the 2023/2024 budget year revenue is coming from property tax revenue, or 13.91% of the total revenue.

## Exhibit 6: 2023/2024 Revenue Budget

2023/2024 City of Star Revenue			
Item	Budget 2021/2022	Budget 2022/2023	Budget Proposal 2023/2024
<b>Property Tax</b>	\$1,602,086.04	\$1,730,572.00	\$1,869,337.00
<b>Sales &amp; Use Tax</b>			
Revenue Sharing	\$1,007,190.00	\$1,355,372.00	\$1,567,849.00
Liquor Revenue	\$118,071.00	\$129,477.00	\$122,880.00
<b>Franchise Fees</b>			
Power (3%)	\$50,781.06	\$55,000.00	\$59,400.00
Cable (3%)	\$7,880.24	\$8,100.00	\$8,748.00
Natural Gas (3%)	\$88,787.32	\$98,143.64	\$105,995.13
Waste Management (8%)	\$97,279.38	\$101,857.32	\$110,005.91
<b>General Licenses</b>			
Dog Licenses	\$2,500.00	\$3,100.00	\$3,500.00
Vendors Licenses	\$2,400.00	\$2,400.00	\$2,400.00
Alcoholic Beverage	\$7,163.00	\$7,170.00	\$7,170.00
Park Reservation	\$4,725.00	\$10,000.00	\$10,000.00
Rentals	\$16,250.00	\$16,000.00	\$16,000.00
<b>Scholarships</b>	\$6,000.00	\$6,000.00	\$10,000.00
<b>Events</b>			
Hometown Celebration	\$45,000.00	\$65,000.00	\$55,000.00
<b>Grants</b>			
ITD Police Grant	\$0.00	\$0.00	\$120,000.00
Park/Pathways Grant	\$45,000.00	\$200,000.00	\$50,000.00
Fiber Grant	\$0.00	\$0.00	\$50,000.00
ARPA Funds	\$1,132,696.00	\$0.00	\$0.00
Transportation Planning Grant	\$45,000.00	\$45,000.00	\$50,000.00
Star Middle School Pathways Grant	\$0.00	\$0.00	\$250,000.00
<b>Court Fines</b>	\$7,000.00	\$7,000.00	\$7,000.00
<b>Building Fees</b>			
Building Permit Fee	\$1,209,763.00	\$1,209,763.00	\$1,086,275.00
Building Plan Review Fee	\$0.00	\$0.00	\$758,195.00
Electrical	\$156,852.00	\$156,852.00	\$156,852.00
Plumbing	\$156,852.00	\$156,852.00	\$156,852.00
Mechanical	\$156,852.00	\$156,852.00	\$174,352.00
Re-Inspection Fees	\$0.00	\$5,000.00	\$5,000.00
<b>Impact Fee/Prop. Share</b>			
Park Impact Fees	\$1,025,000.00	\$1,025,000.00	\$1,025,000.00
ACHD	\$1,716,500.00	\$1,800,000.00	\$1,571,850.00
Star Fire	\$404,500.00	\$404,500.00	\$404,500.00
ITD Proportionate Share	\$100,000.00	\$100,000.00	\$100,000.00
CHD4 Impact Fees	\$50,000.00	\$252,500.00	\$252,500.00
<b>Land Use Fees</b>			
Zoning Admin Fees	\$120,000.00	\$120,000.00	\$120,000.00
Bonding	\$200,000.00	\$200,000.00	\$200,000.00
<b>Recreation</b>			
Sports	\$62,000.00	\$88,000.00	\$97,800.00
Classes & Activities	\$35,145.00	\$87,000.00	\$113,700.00
ION Grant	\$0.00	\$0.00	\$40,027.66
<b>General Fees</b>			
Interest Revenue	\$13,000.00	\$20,000.00	\$100,000.00
Donations	\$9,000.00	\$9,000.00	\$9,000.00
<b>Miscellaneous</b>			
Miscellaneous	\$1,000.00	\$1,000.00	\$1,000.00
Passport Issuance	\$0.00	\$0.00	\$109,200.00
Passport Pictures	\$0.00	\$0.00	\$25,000.00
Police Mitigation Fees	\$0.00	\$0.00	\$560,000.00
Fire Mitigation Fees	\$0.00	\$0.00	\$600,000.00
<b>Unrestricted Funds</b>			
Transfer in from General Funds	\$400,000.00	\$2,422,577.49	\$0.00
Transfer in from Park Funds	\$1,625,000.00	\$941,031.28	\$740,000.00
Transfer in from ITD Prop Funds	\$900,000.00	\$900,000.00	\$0.00
Transfer in from ARPA Funds	\$0.00	\$500,000.00	\$0.00
Transfer in from Police Mitigation Fee (2023)	\$0.00	\$0.00	\$560,000.00
<b>Revenue Totals</b>	<b>\$12,627,273.04</b>	<b>\$14,396,119.73</b>	<b>\$13,442,388.70</b>
<b>Reliable Income</b>			
<b>Pass Thru Income</b>			

**EXPENSES**

The City of Star considers the following expenses to be mandatory: law enforcement, payroll and benefits for the executive and legislative branches, administrative costs, legal department, city engineer, IT, animal control, and city liability insurance with ICRMP.

Law enforcement is our number one priority. In times of economic downturn it is essential the City of Star maintains the same service levels we have today to protect our citizens and their quality of life. We strive to have the entire law enforcement expense funded 100% through property taxes. Police Mitigation Fees help with the shortfall of property taxes.

**Law Enforcement**

Our Police Department services are provided through a contract with the Ada County Sheriff’s Office. The current contract provides for eight (8) patrol deputies, two (2) sergeants, two (2) detectives, one (1) administrator and one (1) Chief. There are several metrics located in Star’s Comprehensive Plan in regards to police service in Star. These metrics include: Four minute or less response time on Code 3 calls, Less than 18 crimes per 1,000 residents and a proactive versus a reactive policing model. These goals require a ratio of one commissioned officer per 1,000 residents.

Calls for service continue to increase in our city and valley. In 2018, our six Star patrol deputies responded to 5,658 calls for service for an average of 943 calls per deputy. In 2019, they reposed to 8,092 calls for service or 1,348.60 calls per deputy. In 2020, six deputies responded to 9,157 calls for an average of 1,526.10 per deputy. In 2021, these six deputies have responded to 7,427 calls for an average of 1,237.83 per depty. Proactive policing created an increase in calls in 2022, where the Star police responded to 15,166 calls. The City of Star added two (2) sergeants, thus the calls per deputy was 1,515.6. The first six months of 2023 saw the Star Police respond to 10,205 calls. This equates to 2,400 calls per deputy based on the 10 deputies we have patrolling. Adding four more patrolling deputies as per the plan in 2023, the calls for service would drop to 1,457.86 per deputy.

Per FBI crime statitiscs for 2017, the number of sworn-in officers per 1,000 inhabitants nationwide averaged 2.4 officers. With a current population estimate from COMPASS of 17,690 people, and eight (8) patrol deputies, two (2) sergeants, two (2) detectives and one (1) chief, our citizen to police ratio is 0.735 officers per 1,000 citizens.

The increase in calls for service combined with the projected growth of our city and the number of officers per 1,000 have made it necessary to add two (2) patrol deputies, two (2) STEP team deputies (for traffic) and one (1) detective for fiscal year 2023/2024. With these additions and our current population number of 17,690 citizens, the City of Star’s citizen to police ratio will be 1.023.

The number one benefit of using a police contract model are the resources available at the Ada County Sheriff’s Office at no additional cost to the citizens of Star. If the city has a major incident, the city will


have the full staff of the Sheriff’s office at it’s disposal. The city had two such major incidents in fiscal year 2021/2022.

The total contract cost to add the two (2) patrol deputies, two (2) STEP team deputies (for traffic) and one (1) detective and a cost of living adjustment and increased costs of equipment, is **\$2,838,829.00**.

With our current property tax levy amount of \$1,869,337.00, we are covering 65.85% of the cost of this contract with property taxes, with an additional \$560,000.00 projected to be collected in Police Mitigation Fees for budget year 2022/2023 and \$120,000.00 from the ITD Police Grant. The remainder will be paid from the General Revenue Fund.

Police Contract Budget	<b><u>\$2,838,829.00</u></b>
Property Taxes Collected	\$ 1,869,337.00
Police Mitigation Fees Collected (2022/2023)	\$ 560,000.00
ITD Police Grant	\$ 120,000.00
General Revenue	\$ 289,492.00

**Exhibit 7: Police Contract with the additions as noted above.**  
**(Please note, this contract does not include the added grant position)**

FY24 City of Star Contract - 5% COLA				3 Deputies, 1 Detective & 2 Tahoes, 1 Unmarked
Consolidated Contract City Budget Summary				
	FY 23 Final	Base		Option 3
Personnel	\$ 1,858,784	\$ 2,090,164		\$ 2,678,448
Special Event Overtime				
Equipment / Uniforms	\$ 43,822	\$ 58,731		\$ 76,802
Operational	\$ 17,157	\$ 16,047		\$ 17,267
Vehicles	\$ 123,352	\$ 145,572		\$ 195,408.13
Support	\$ 6,510	\$ 9,310		\$ 9,310
Property & Evidence	\$ -	\$ -		\$ -
Victim Services Unit	\$ -	\$ -		\$ -
Extra Operational Items Requested	\$ -	\$ -		\$ -
Total Expenses before credit	\$ 2,049,624	\$ 2,319,824		\$ 2,977,235
Less Shared Services Credit	\$ (143,474)	\$ (162,388)		\$ (208,406)
New FY24 Contract Amount	\$ 1,906,151	\$ 2,157,436		\$ 2,768,829
Prior year contract amount		\$ 1,906,151		\$ 1,906,151
Net change to contract for FY24		\$ 251,285		\$ 862,678

**Executive and Legislative Pay**

The City of Star Mayor is a full time position. There are four city council members, who particiapte in all City Council Meetings and various other meeting as required in our area. Per Idaho State Statue, the Mayor and Council salaries can only be changed during an election year of council members. This being an election year, the pay will remain the same for the City Council and Mayor. Below is the total cost including: FICA/Medicare/Workmans Compensation/Public Retirement and Health Insurance:

Mayor and City Council	<b>\$ 248,392.80</b>
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**Remaining Payroll/Employee Costs**

All staff payroll, including additional employee costs, are part of our mandatory expense formula. The executive payroll is shown above and the remaining payroll for city staff is shown below including employee costs: FICA/Medicare/Workmans Compensation/Public Retirement and Health Insurance:

Clerk’s/Treasurers Office	\$ 421,388.33 (5 employees)
Planning and Zoning/Building Department	\$ 650,782.29 (8 employees)
Sports and Recreation Department	\$ 287,416.37 (5 employees)
Buildings and Grounds Department	\$ 575,759.84 (8 employees)

The City of Star has a very strong team of employees who service all customers professionally and ethically. During this time of incredible growth and a difficult recruiting process in the Treasure Valley, the city has been fortunate to have a group of highly motivated employees who work hard to handle the increased workloads presented to them. With this growth, the city will be adding additional positions as needed, to assure this level of customer service continues. We have a history of running lean. When and if the economy declines, adjustments will need to be made from the top down.

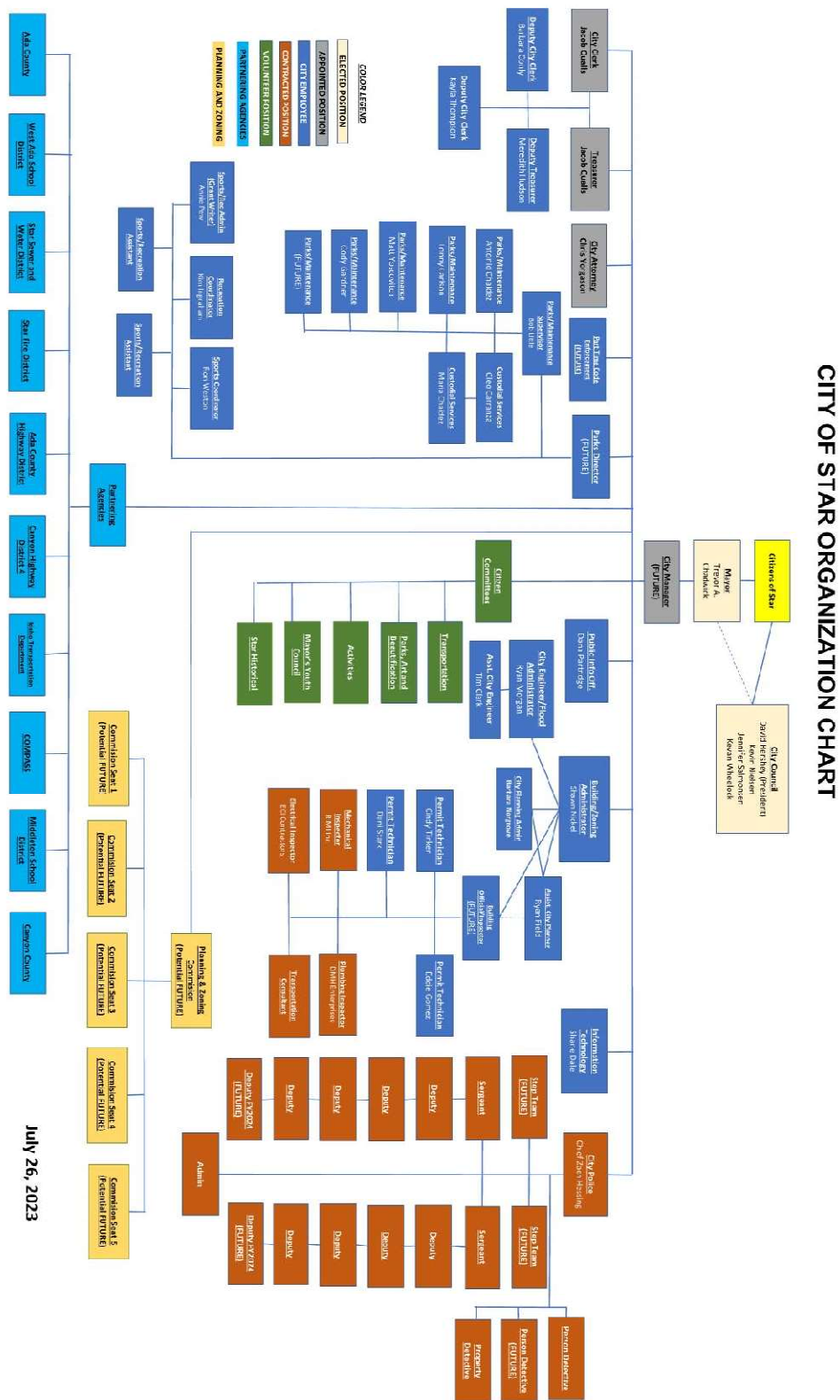
Exhibit 8 on the following page shows the current organizational structure along with potential future positions.

**Animal Control**

Idaho Code 50-319 mandates cities in Idaho to provide Animal Control services. Currently, the City of Star relies on our Police Department and Star Veterinary for this purpose. As our city grows, we aim to expand our services and plan to contract with the Idaho Humane Society, allowing the Police to focus on other critical tasks. While the new contract costs more at \$82,225.00 compared to \$16,800.00, it ensures better service for our community and a safer environment.

Idaho Humane Society	\$ 82,225.00
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### Exhibit 8: City of Star Organizational Chart



**Legal, Professional Services and ICRMP**

In 2006, the City of Star annexed approximately 650 acres from Canyon County into the city. Several additional developments have annexed into Star located in Canyon County over the past few years. These annexations have changed Star into a dual county city, thus requiring agreements to be put in place with the prosecutors of both Ada and Canyon Counties. The fees associated with prosecuting services are part of our mandatory expenses.

Ada County Prosecutor	<b>\$ 31,561.68</b>
Canyon County Prosecutor	<b>\$ 15,750.00</b>

Idaho State Statute requires the city to have an appointed attorney. Our attorney provides legal advice and opinions over many subjects, including land use and daily operations of the city. We have also budgeted for special council in the event of extended litigation or potential conflicts of interest. The City of Star has contracts in place with Borton/Lakey Law Offices and White Petersen Law Offices.

City Attorney	<b>\$ 48,000.00</b>
Additional Legal	<b>\$ 20,000.00</b>

We have moved our City Engineer position into a full time position with the city. We are splitting the salary cost of this engineer with our Star Sewer and Water District, thus saving both entities expenses. We will still contract with Kellar Associates on an as needed basis for overflow work.

The City of Star, Star Fire District, and Star Sewer and Water have made a collective decision to internalize their IT services. Consequently, they have terminated their individual IT contracts and opted to employ a single professional to serve all three entities. By doing so, they are ensuring the availability of dedicated on-site IT services for the city. This coordinated approach promises enhanced efficiency and streamlined support for all three agencies.

Idaho Counties Risk Management Program (ICRMP) is our city liability insurance provider. Many cities and counties belong to this organization. They have provided top notch coverage and advice on all aspects of safety, human resources and city operations. There has been an increase of 35.45% in the costs of this insurance for budget year 2023/2024.

Kellar Associates	<b>\$ 10,000.00</b>
IT (Contract share with Star Fire and Star Sewer and Water)	<b>\$ 35,000.00</b>
ICRMP	<b>\$ 17,067.00</b>

**Parks Development**

We made great progress in the development of our park facilities between 2020-2023. We completed Star’s new community center, the Riverhouse, which provides the city with nearly 4,000 square feet of recreation, meeting and event space. The Riverhouse has become a very popular destination for our citizens. The city also completed improvements to Hunter’s Creek Park adding concrete pathways and additions, making it more accessible to more individuals. We have completed improvements to Blake Haven Park and the new Waggin’ Tails Dog Park. A new playground at Hunters Creek Park has been completed and the shade structure at the skatepark has also been added. The splash pad and parking lot at Pavilion Park will be completed by the end of fiscal year 2023 and work has began at the Freedom Park Ponds area with the completion of Dockzilla. Additionally, the city was able to purchase an additional one acre of park space next door to the Riverhouse.

The City of Star will continue developing parks as part of our capital improvement plan. In fiscal year 2023/2024 Freedom Park will be completed with walking paths, fescue grasses, trees, irrigation, and disc golf. An additional parking lot will be completed at the newly aquired area next to the Riverhouse. Pavilion Park will see construction of pickleball, basketball, and bocceball courts with the addition of trees, shrubs and grass. We have a 40 year lease on West Ada School District’s property south of Roselands for a future park and a committee of residents from the area surrounding this park will be providing input on the design. We are still waiting for the deeding of the Trident Park which will include pathways, benches, and covered areas in the foothills of Star. All of these park improvements, are part of our capital improvement plan and are paid for with Park Impact Fees. No taxpayer dollars are used for the building or devlopment of these parks. Taxpayer funds are used to maintain the parks. The following park expenses are expected to happen in budget year 2023/2024.

Pavilion Park (Pickleball, Basketball, Bocceball)	\$ 650,000.00
Hunter’s Creek Batting Cages	\$ 15,000.00
Star Riverhouse Ponds	\$ 1,000,000.00
946 S Main Street Parking Lot	\$ 400,000.00

**Future Development of Parks**

Trident Ridge Pathways Park	Fiscal Year 2023/2024
Roselands Park	Fiscal year 2023/2024

**Professional Dues**

The City of Star is a member of many organizations that provide assistance to the city in various aspects of city planning, city adminstration and partnerships. There has been an increase in dues for many of the organizations. Below is a list of the organizations the City of Star pays yearly dues:

Ada County Emergency Management	\$ 6,947.00
Association of Idaho Cities	\$ 5,164.80

Boise Valley Economic Partnership	\$ 1,102.50
COMPASS	\$ 7,799.00
AIC – Clerks	\$ 180.00
IIMC	\$ 600.00
International Code Council	\$ 155.00
Treasure Valley Partnership	\$ 1,112.00
Valley Regional Transit (Seat at the table)	\$ 8,000.00
Boise Metro Chamber of Commerce	\$ 500.00
Star Chamber of Commerce	\$ 150.00
Idaho Nursery Association	\$ 100.00
Recreation Today (Playgroud Inspections)	\$ 650.00
Arbor Association	\$ 150.00
NORFMA	\$ 275.00
SW Idaho Business Alliance	\$ 50.00
Idaho Parks and Recreation Association	\$ 200.00
National Park and Rec Association (NRPA)	\$ 500.00

### **Committees**

The City of Star has several active committees. These committees are staffed entirely with volunteers.

The Parks, Art & Beautification Committee is very active in Star. You can often find them cleaning up areas of our city, planning art projects and looking for ways to beautify our wonderful city.

The Transportation and Pathways Committee (TPC), works hand in hand with ACHD, ITD and CHD4. This committee has updated our transportation master plan, called the Economic Corridor Access Management Plan (ECAMP). Additionally the TPC has put together a master pathways plan which will be used by the upcoming impact fee committee for future capital improvement projects.

The Mayor’s Youth Council attends many community events and works to raise funds for the Mayor’s Youth Scholarship Fund. These kids are learning to be future leaders in our community.

The Star Historical Committee has undertaken the task of creating audio/video interviews to capture and retain the essence of the city's past. To facilitate this endeavor, their budget is slightly higher compared to other committees, as they must acquire essential items for proper historical document storage.

The Impact Fee Committee will regroup this fall to review all of our capital improvement plans and update it with new fees associated with the Star Parks Impact Fee. Below are the proposed budgets for each of these committees.

Transportation	\$ 2,000.00
Parks, Art and Beautification	\$ 19,000.00

Impact Fee Committee	\$ 2,000.00
Mayors Youth Council	\$ 5,000.00
Historical Committee	\$ 33,518.00

**Building Expenses and Land Use Bonds**

The city contracts with four building inspectors. We pay up to 60% of the fee to the building officials and keep the remaining as income for the city. The large growth we are currently seeing in the valley has created an increase in the revenue generated. The City of Star will be canceling the contract for the building official only in January 2024 and bring this position inhouse as a full time employee. The Electrical, Plumbing and Mechanical Inspectors will remain on contract.

Building Inspector	\$ 480,367.75
Electrical Inspector	\$ 94,111.20
Plumbing Inspector	\$ 94,111.20
Mechanical Inspector	\$ 111,611.20

Land use bonds are pass through expenses paid back to developers. Very rarely would these bonds need to be cashed to completed a project. City Engineer inspects the project for completion prior to releasing the bond.

Land Use Bonds	\$ 200,000.00
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**Impact Fees and Proportional Share**

The impact fees and proportionate share are pass through expenses. Each month we send the total amount collected to ACHD, CHD4 and Star Fire respectively. The funds collected for ACHD can only be used for specific project improvements as identified in ACHD’s Capital Improvement Plan. Many of the upcoming projects can be viewed on ACHD’s five year integrated work plan, located at the following link: <https://www.achdidaho.org/Departments/PlansProjects/IFYWP.aspx>

Currently, we have over \$1,980,658.26 in the Star Park Impact fee account. These fees will be used on the city’s capital improvement projects in our parks system. As a city we must use these fees within eight years or they must be paid back to the builders.

CHD4 is a new impact fee approved by the City Council in December 2021. These impact fees will go towards CHD4’s capital improvement plan and improve roadways in Canyon County within Star’s growth area.

As we collect ITD’s proportion share, we will hold these funds in a separate savings account to be used on highway improvements on one of the three state highways in Star. This is a great program for our city and will result in much needed highway improvements and better traffic flow. Currently, you can

see the results of this program with the improvements of five lanes on Highway 44 from Can Ada Road to Star Road. There will not be an additional projected started or completed with this program for budget year 2023/2024.

Star Fire Impact fees are passed through to the district once each month less the \$20.00 processing fee. Star Fire has plans to use this money to build a new station on Floating Feather Road.

ACHD Impact	\$ 1,571,850.00
Star Fire Impact	\$ 394,500.00
CHD4	\$ 251,500.00

**Sports and Recreation**

There are several expenses associated with the various sports and recreation programs the city offers. Our Recreation team does a great job working to control costs. The goal is to have the registration fees pay for 100% of expenses.

The recreation program hosts roughly 1,600 people in both classes and camps. Over 20 different classes were offered this year including Fit and Fall, Yoga, Tai Chi, Pilates, Art Classes, and various education classes including CPR, Master Gardners and cooking classes. With the addition of a new employee, the city was able to offer many very popular summer camps for kids to include baking, reptile, water sports, etc. We will continue to grow these programs and develop new ones.

The City of Star provides sports programs to approximately 1,400 participants every year. Sporting programs include: soccer, baseball, softball, football, la crosse, and more.

Expenses associated with both of these programs include, equipment, fields, restrooms, coaches, referees, uniforms, league fees, and instructors.

Sporting Expenses	\$ 65,770.00
Classes and Activities Expenses	\$ 139,500.00

**Planning**

The South of the River Plan and Architectural Overlay for the Central Business District are two planning documents which were adopted in fiscal year 2021/2022. Planning is an essential function for the City of Star. Recently, the city approved a new comprehensive plan and map along with a new city code that reduced densities for Star. After last November's election, the lawsuit with Middleton was settled and the City of Star can begin to plan for the areas West of Can Ada Road. The council will have workshops this budget year to determine the type of planning to commence.

With the increase in the commercial properties along the Highway 44 corridor, the City of Star will begin to work on a Downtown Parking Plan. This plan will help with the safe pedestrian and vehcile traffic to the many new businesses that chose to call Star Home.

The City of Star was awarded a pathway grant to the Star Middle School from Floating Feather. The City will utilize these funds plus additional funds to complete the work on this safe pathway for the youth of our community.

Safe Route to Star Middle School	\$ 600,000.00
Downtown Parking Plan	\$ 100,000.00

**Buildings and Grounds**

The City of Star currently has 43.18 acres of parks that crews maintain. In 2023/2024 budget year it is anticipated Freedom Park and Trident Ridge Park will be deeded to the city, increasing the total number of park acreage to 162.03 acres. With the increase in the acreage of our parks and facilities and the increase cost of goods we are antcipating a 13.80% increase in our overall costs. We have increased the budget for fuel, fertilizer, field paint and trash receptacles. Additionally, this budget year is the year to seal coat both parking lots at Hunters Creek. The Building and Maintenance crew will add one additional parks staff member and one additional custodial staf member this coming budget year.

As vandalism increases we will see an increased need to fix these areas. The city has been very proactive this past year in placing cameras in our city parks to catch some of the perpetrators. It has been successful and our police have cleared many of the issues.

Buildings (Increase of 10.88%)	\$ 53,500.00
Grounds (Increase of 36.80%)	\$ 85,500.00
Equipment (Increase of 36.26%)	\$ 23,300.00
Tools (Decrease of 15.38%)	\$ 11,000.00
Repair (Increase of 23.57%)	\$ 48,500.00
Uniform (Decrease of 10.26%)	\$ 1,750.00
Landscaping (Decrease of 28.21%)	\$ 28,000.00

**Capital**

In budget year 2023/2024 the City of Star plans to replace the concrete in front of City Hall. This concrete is failing and cracking causing safety and ADA issues. It is also time for the City of Star to paint many of the facilities to assure their longevity. The city will also look to replace the old truck in the Parks Department as well as enclose the conex area for additional storage.

Equipment	\$ 15,000.00
General/Buildings	\$ 145,000.00

**Closing**

We have created a great and strong fiscally responsible community, and others with similar values want to be part of it. I believe what gives Star its hometown feel is not how small it stays, or how big it grows; it's the people that give Star its character, by treating each other with respect and helping each other out when needed.

As we continue to work to improve our city, provide top notch public safety, expand our open space, develop additional parks, put planning documents in place, work with agencies to assure we are getting max value from them and the development community, bringing the wealth of business into our community, we hope and strive to create a community that is the envy of the Treasure Valley and Idaho. We will continue to look for innovative ways to make our community stronger. Thank you for taking the time to read this and being part of our wonderful city.

## Exhibit 9: City of Star 2023/2024 Expenses

2023/2024 City of Star Expenses		
Item	Budget 2022/2023	Budget Request 2023/2024
<b>Executive (Mayor and Council)</b>		
Payroll (1 Mayor, 4 Council)	\$ 142,600.00	\$ 142,600.00
FICA/Medicare	\$ -	\$ 11,122.80
Workmans Comp	\$ -	\$ 1,320.00
Public Retirement	\$ -	\$ 27,350.00
Health Insurance	\$ -	\$ 66,000.00
<b>Clerks/Treasurers Office</b>		
Payroll (4 employees, 1 contract)	\$ 296,548.74	\$ 311,376.18
FICA/Medicare	\$ -	\$ 17,822.23
Workmans Comp	\$ -	\$ 1,056.00
Public Retirement	\$ -	\$ 25,133.92
Health Insurance	\$ -	\$ 66,000.00
<b>Planning &amp; Zoning/Building Department</b>		
Payroll (6 employees, 2 contract)	\$ 368,999.77	\$ 498,873.48
FICA/Medicare	\$ -	\$ 29,509.23
Workmans Comp	\$ -	\$ 1,584.00
Public Retirement	\$ -	\$ 41,615.58
Health Insurance	\$ -	\$ 79,200.00
<b>Sports and Recreation Department</b>		
Payroll (3 employees)	\$ 198,642.44	\$ 214,067.52
FICA/Medicare	\$ -	\$ 13,673.59
Workmans Comp	\$ -	\$ 792.00
Public Retirement	\$ -	\$ 19,283.26
Health Insurance	\$ -	\$ 39,600.00
<b>Bldg &amp; Grounds Mtnc.</b>		
Payroll (5 parks/facilities, 2 custodial, 1 contract)	\$ 269,189.79	\$ 376,824.00
Seasonal (up to 3 employees)	\$ 20,000.00	\$ 30,000.00
FICA/Medicare	\$ -	\$ 26,027.04
Workmans Comp	\$ -	\$ 2,904.00
Public Retirement	\$ -	\$ 33,404.80
Health Insurance	\$ -	\$ 105,600.00
<b>Employee Costs</b>		
FICA/Medicare	\$ 72,315.96	\$ -
Workman's Comp	\$ 27,779.20	\$ -
Public Retirement	\$ 125,120.37	\$ -
Health Insurance	\$ 288,288.00	\$ -
HR Adjustments	\$ 44,895.00	\$ 30,000.00
Training	\$ 2,500.00	\$ 10,000.00
Travel & Per Diem	\$ 3,000.00	\$ 10,000.00
<b>Bank Service Charge</b>	\$ 500.00	\$ 500.00
<b>Grant Expense</b>	\$ 200,000.00	\$ 280,000.00
<b>Legal</b>		
City Attorney	\$ 48,000.00	\$ 48,000.00
Outside Legal Fees	\$ 45,000.00	\$ 20,000.00
Ada County Prosecuting Attorney	\$ 32,445.00	\$ 31,561.68
Canyon County Prosecuting Attorney	\$ 15,750.00	\$ 15,750.00

<b>Student Scholarships</b>	\$ 25,000.00	\$ 30,000.00
<b>General Office</b>		
Supplies	\$ 25,000.00	\$ 30,000.00
Postage & Supplies	\$ 5,000.00	\$ 6,500.00
Passport Postage	\$ -	\$ 6,500.00
Promotions	\$ 5,000.00	\$ 5,000.00
Advertising-Publications	\$ 7,000.00	\$ 8,000.00
Resource Material	\$ 4,000.00	\$ 1,000.00
Notary Bonds	\$ 240.00	\$ -
Safety Deposit Box	\$ 100.00	\$ -
<b>Events</b>		
Hometown Celebration	\$ 45,000.00	\$ 45,000.00
Misc Events	\$ 5,000.00	\$ 16,000.00
Police Fishing Rodeo	\$ -	\$ 7,500.00
<b>Insurance (ICRMP)</b>	\$ 12,600.00	\$ 17,067.00
<b>Subscriptions &amp; Fees</b>		
Archive Social	\$ 2,632.77	\$ 2,632.77
Muniweb (changed from GovOffice)	\$ 5,800.00	\$ 7,500.00
Mtn. Alarm	\$ 859.95	\$ 1,260.00
Office 365	\$ 6,615.00	\$ 10,913.35
Dude Solutions/Smart Gov/Allpaid/Bluebeam Connector	\$ 6,835.00	\$ 15,224.38
Doctopia/Treno	\$ -	\$ 7,704.00
Elevator	\$ 997.76	\$ 1,800.00
Terminex	\$ 529.20	\$ -
Xerox/Allied	\$ 9,922.50	\$ 15,000.00
Western Heating (Changed from AirCare)	\$ 6,615.00	\$ 1,771.00
Neurolink Support	\$ 1,653.75	\$ -
Zoom Licensing	\$ 2,174.13	\$ 2,418.50
Misc Software	\$ 3,000.00	\$ 3,000.00
Adobe Acrobat/BlueBeam	\$ 3,000.00	\$ 2,815.16
Data Backups	\$ -	\$ 4,533.00
Black Mountain	\$ 14,933.00	\$ 17,715.00
Time Clock App	\$ -	\$ 2,430.00
IT Improvements	\$ -	\$ 30,000.00

<b>Professional Services</b>		
Keller Associates	\$ 10,000.00	\$ 10,000.00
IT	\$ 20,000.00	\$ 35,000.00
Transportation	\$ 3,000.00	\$ -
Audit	\$ 7,500.00	\$ 8,000.00
<b>Professional Dues</b>		
Ada County Emerg. Mg	\$ 4,643.10	\$ 6,947.00
Assoc. of ID Cities	\$ 5,040.00	\$ 5,164.80
BVEP	\$ 1,102.50	\$ 1,102.50
COMPASS	\$ 5,764.97	\$ 7,799.00
AIC - Clerks	\$ 154.35	\$ 180.00
IIMC	\$ -	\$ 600.00
Intn'l Code Council	\$ 152.25	\$ 155.00
TV Partners	\$ 915.60	\$ 1,112.00

Valley Reg. Transit	\$ 7,377.30	\$ 8,000.00
Boise Chamber	\$ 997.50	\$ 500.00
Star Chamber	\$ 157.50	\$ 150.00
Idaho Nursery Assn.	\$ 78.75	\$ 100.00
Recreation Today	\$ 630.00	\$ 650.00
Arbor Assn.	\$ 131.25	\$ 150.00
NORFMA	\$ 262.50	\$ 275.00
SW Idaho Business Alliance	\$ 47.25	\$ 50.00
National Park and Rec Association (NRPA)	\$ -	\$ 500.00
Idaho Parks and Recreation Association	\$ 157.50	\$ 200.00
<b>PR/Marketing</b>		
Public Relations	\$ 5,000.00	\$ 15,000.00
<b>Committees</b>		
Transportation & Pathways	\$ 2,000.00	\$ 2,000.00
Parks, Art and Beautification	\$ 24,900.00	\$ 19,000.00
Economic Development	\$ 2,000.00	\$ -
Impact Fee Committee	\$ 2,000.00	\$ 2,000.00
Activities	\$ 2,000.00	\$ -
Mayors Youth Council	\$ 5,000.00	\$ 5,000.00
Historical Committee	\$ 5,000.00	\$ 33,518.00
<b>Utilities</b>		
Telephone	\$ 16,800.00	\$ 20,000.00
Waste Management	\$ 5,250.00	\$ 10,000.00
Power	\$ 26,250.00	\$ 30,000.00
Streetlights	\$ 30,000.00	\$ 5,000.00
Natural Gas	\$ 3,675.00	\$ 4,500.00
Irrigation Shares	\$ 3,413.02	\$ 3,500.00
Sewer & Water	\$ -	\$ 4,000.00
Fiber	\$ 15,750.00	\$ 30,000.00
<b>Impact Fee/Prop. Share</b>		
ACHD	\$ 1,800,000.00	\$ 1,571,850.00
Star Fire Dept.	\$ 394,500.00	\$ 394,500.00
ITD	\$ 3,000,000.00	\$ -
CHD4	\$ 252,500.00	\$ 251,500.00
<b>Building Expenses</b>		
Building Inspector	\$ 725,857.80	\$ 480,367.75
Electrical Inspector	\$ 94,111.20	\$ 94,111.20
Plumbing Inspector	\$ 94,111.20	\$ 94,111.20
Mechanical Inspector	\$ 94,111.20	\$ 111,611.20
<b>Land Use-Bond Returns</b>		
	\$ 200,000.00	\$ 200,000.00
<b>Recreation</b>		
<b>Sports</b>		
Equipment	\$ 5,000.00	\$ 9,000.00
Fields & Restrooms	\$ 2,000.00	\$ -
Coaches	\$ 10,000.00	\$ 10,000.00
Referees	\$ 14,000.00	\$ 17,000.00
Promotions	\$ 1,000.00	\$ 1,000.00
Refunds	\$ 1,000.00	\$ 1,000.00
Uniforms	\$ 15,000.00	\$ 20,000.00

League Fees	\$ 1,000.00	\$ -
Rentals	\$ 1,000.00	\$ 1,000.00
Staff Training	\$ 5,000.00	\$ 5,000.00
Professional Dues	\$ 500.00	\$ -
Recreation Software	\$ 1,500.00	\$ 1,770.00
<b>Classes &amp; Activities</b>		
Equipment	\$ 1,000.00	\$ 6,000.00
Instructors/Counselors	\$ 38,000.00	\$ 106,000.00
Promotions	\$ 2,750.00	\$ 1,000.00
Refunds	\$ 1,000.00	\$ 1,500.00
Miscellaneous (Equip, supplies)	\$ 6,000.00	\$ 15,000.00
Training	\$ 2,000.00	\$ 2,500.00
Rentals (Equipment, Storage, Buildings)	\$ 33,250.00	\$ 7,500.00
<b>Parks Development</b>		
Blake Haven Park	\$ 150,000.00	\$ -
Hunters Creek Park	\$ 100,000.00	\$ 15,000.00
Westpointe Park	\$ -	\$ -
River Walk	\$ -	\$ -
960 S. Main Park (Freedom Park)	\$ 1,200,000.00	\$ 1,000,000.00
Pavilion Park	\$ 1,000,000.00	\$ 650,000.00
Trident Ridge Park	\$ -	\$ -
Roselands Park	\$ -	\$ -
946 S Main Street	\$ -	\$ 400,000.00
<b>Plans</b>		
Safe Route To Star Middle School	\$ -	\$ 600,000.00
Downtown Star Parking Plan	\$ -	\$ 100,000.00
<b>Buildings &amp; Grounds</b>		
<b>Buildings</b>		
Wood Surface Rep/Mtnc	\$ 5,000.00	\$ 5,000.00
Carpet/Floor Cleaning	\$ 2,000.00	\$ 1,000.00
Rpr/Mtnc City Hall Ext.	\$ 4,000.00	\$ 3,000.00
Janitorial Supplies	\$ 6,000.00	\$ 8,000.00
Plumbing Rpr/Mtnc.	\$ 10,000.00	\$ 10,000.00
Building Rpr/Mtnc.	\$ 10,000.00	\$ 10,000.00
Electrical Rpr/Mtnc.	\$ 10,000.00	\$ 10,000.00
Locksmith & Keys	\$ 1,000.00	\$ 1,000.00
Backflow Annual Inspec.	\$ 250.00	\$ 500.00
Security Cameras	\$ -	\$ 5,000.00
<b>Grounds</b>		
Fertilizer/Seed/Spray	\$ 25,000.00	\$ 25,000.00
Paint for Sports Field	\$ 5,000.00	\$ 5,000.00
Trash Recptacle	\$ 10,000.00	\$ 10,000.00
Cement Curb/trash base	\$ 2,500.00	\$ 2,500.00
Parking Lot Mtnc.	\$ 2,500.00	\$ 20,000.00
Irrigation Mtnc/Eng Rpr	\$ 12,500.00	\$ 15,000.00
Fence Posts/Hardware	\$ 1,000.00	\$ 1,000.00
Porta Potties	\$ 4,000.00	\$ 7,000.00
<b>Equipment</b>		
Fuel	\$ 10,000.00	\$ 15,000.00

Diesel/Mtnc. Items	\$ 2,500.00	\$ 3,000.00
Tires & Repair	\$ 2,500.00	\$ 3,000.00
Auto Parts/Mtnc.	\$ 1,500.00	\$ 1,500.00
Fire Extinguisher	\$ 600.00	\$ 800.00
<b>Tools</b>		
Hand Tools	\$ 2,000.00	\$ 2,000.00
Park Inventory Software	\$ 2,000.00	\$ -
Rental Equip.	\$ 5,000.00	\$ 5,000.00
Power Tools	\$ 4,000.00	\$ 4,000.00
<b>Repair</b>		
Vandalism Repair	\$ 8,000.00	\$ 8,000.00
Mower/ Heavy Equipment Repair	\$ 2,500.00	\$ 5,000.00
Flag Rpr/Mtnc.	\$ 3,000.00	\$ 4,000.00
Pump Rpr/Mtnc.	\$ 8,000.00	\$ 8,000.00
Nuts/Bolts/Screws	\$ 250.00	\$ 500.00
Bldg Materials	\$ 5,000.00	\$ 5,000.00
LOF/Mtnc.	\$ 6,500.00	\$ 6,500.00
Painter Rpr/Parts	\$ 1,000.00	\$ 1,500.00
Playground Rpr/Mtnc.	\$ 5,000.00	\$ 10,000.00
<b>Uniform</b>		
Mtnc Uniforms	\$ 450.00	\$ 750.00
Safety Apparel/Supplies	\$ 750.00	\$ 1,000.00
Safety Supplies	\$ 750.00	\$ -
<b>Landscaping</b>		
Trees & Shrubs	\$ 15,000.00	\$ 15,000.00
Landfill Fees	\$ 2,000.00	\$ 3,500.00
Gravel for Trail @ HC	\$ 2,000.00	\$ -
Wood Bark	\$ 9,000.00	\$ 2,500.00
Top Soil	\$ 4,000.00	\$ 5,000.00
Perma Bark	\$ 2,000.00	\$ 2,000.00
Playground Bark	\$ 4,000.00	\$ -
Gravel for RW/Shop	\$ 1,000.00	\$ -
<b>Animal Control</b>	\$ 16,800.00	\$ 82,225.00
<b>Law Enforcement</b>	\$ 1,752,845.66	\$ 2,838,829.00
<b>Miscellaneous</b>		
Miscellaneous	\$ 1,000.00	\$ 1,000.00
Arpa Funds Use	\$ 500,000.00	\$ -
<b>Transfer to Park Fund</b>	\$ -	\$ -
<b>Capital</b>		
Buildings	\$ 20,000.00	\$ 100,000.00
Equipment	\$ 10,000.00	\$ 15,000.00
General	\$ -	\$ 45,000.00
<b>Signs</b>	\$ 5,000.00	\$ 5,000.00
<b>Streetlight Rpr/Mtnc.</b>	\$ 5,000.00	\$ 5,000.00
<b>Transfer to General Fund</b>	\$ -	\$ 732,474.58
	<b>\$ 14,396,119.73</b>	<b>\$ 13,442,388.70</b>
<b>Mandatory Expenses</b>		
<b>Pass-Thru Expenses</b>		

ORDINANCE NO. 385-2023  
(HOOD RATS REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 11525 W. STATE STREET IN STAR, IDAHO (ADA COUNTY PARCEL R1842701715); THE PROPERTY IS OWNED BY NEWELL AND ELIZABETH PRICE; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA) ON APPROXIMATELY .19 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. 370-2022, adopted on July 19, 2022 and subsequently amended; and

WHEREAS, the real property described in Section 2 of this Ordinance is classified as a General 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 Central Business District with a Development Agreement (CBD-DA); and

WHEREAS, the Mayor and Council, held a public hearing on May 2, 2023, 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 Central Business District with a Development Agreement (CBD-DA), and the Zoning Map of the City is hereby amended to reflect the change in the land use classification.

Section 3: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the 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 4: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF STAR  
Ada and Canyon County, Idaho

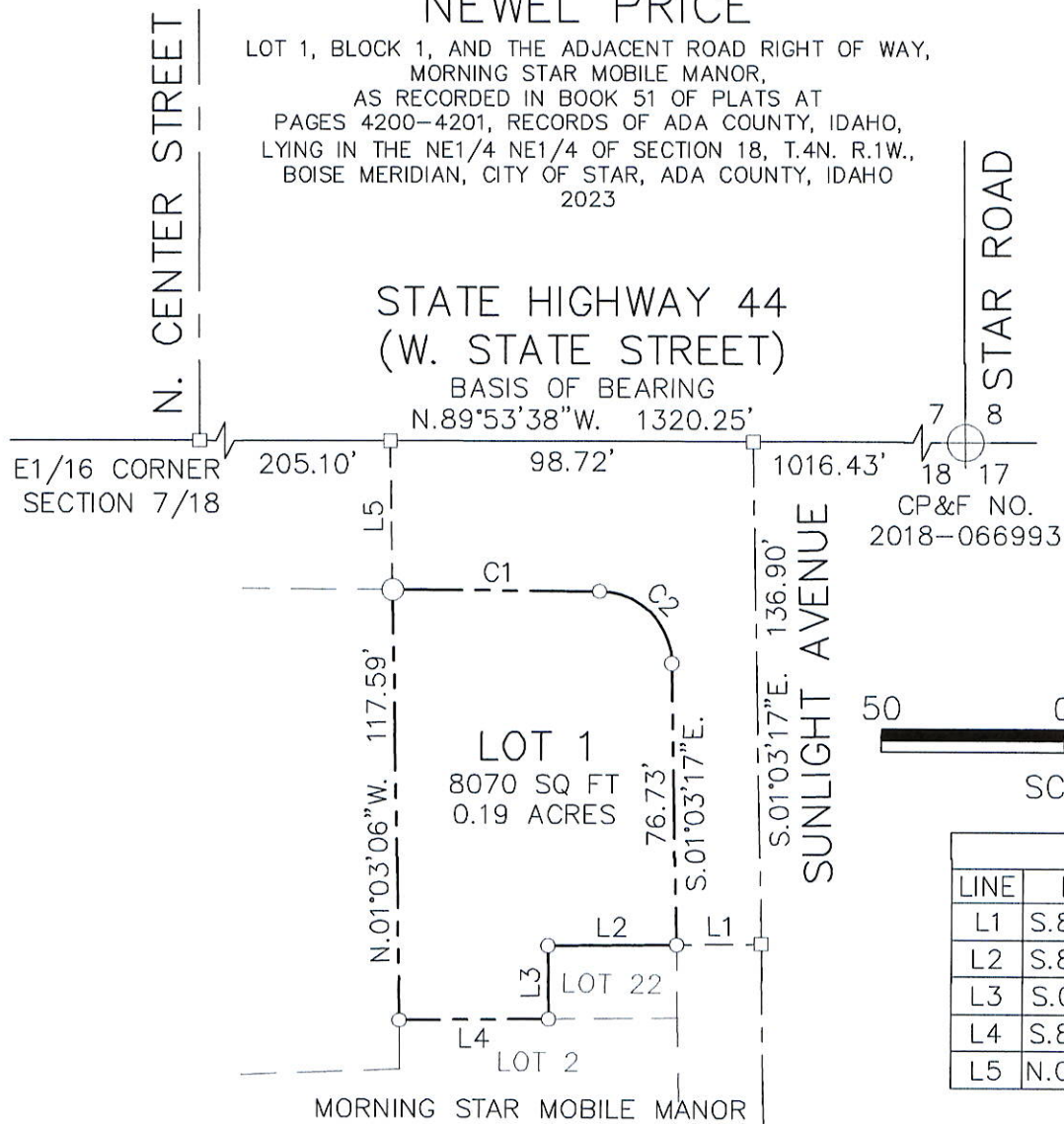
ATTEST:

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

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

# ANNEXATION EXHIBIT FOR NEWEL PRICE

LOT 1, BLOCK 1, AND THE ADJACENT ROAD RIGHT OF WAY,  
MORNING STAR MOBILE MANOR,  
AS RECORDED IN BOOK 51 OF PLATS AT  
PAGES 4200-4201, RECORDS OF ADA COUNTY, IDAHO,  
LYING IN THE NE1/4 NE1/4 OF SECTION 18, T.4N. R.1W.,  
BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO  
2023

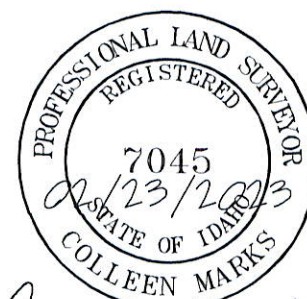


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.89°20'11"W.	23.00'
L2	S.89°20'11"W.	35.00'
L3	S.01°03'19"E.	20.00'
L4	S.89°20'11"W.	40.71'
L5	N.01°03'06"W.	40.64'

CURVE DATA						
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	0°02'15"	85983.69'	56.21'	28.10'	56.21'	S.89°38'49"E.
C2	88°36'39"	20.00'	30.93'	19.52'	27.94'	S.45°21'36"E.

## LEGEND

- SUBJECT PROPERTY LINE
- OTHER PROPERTY LINE
- SECTION LINE
- CENTERLINE
- ⊕ FOUND ALUMINUM CAP
- FOUND 1/2" IRON PIN
- CALC POINT



Colleen Marks



MARKS LAND SURVEYING, LLC

COLLEEN MARKS, LS 7045  
2995 N. COLE ROAD STE. 240  
BOISE, IDAHO 83704  
PH: (208) 378-7703

DATE: 02/22/23

DRAWN BY: JMC

FILE: NEWEL ANNEX.d

EXHIBIT B  
PROPERTY DESCRIPTION

A parcel of land being all of Lot 1, Block 1, and the adjacent road rights of way to centerline of said roads, Morning Star Mobile Manor, as recorded in Book 51 of Plats at Pages 4200-4201, records of Ada County, Idaho and lying in the NE1/4 NE1/4 of Section 18, T.4N., R.1W., Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Star Road and State Highway 44 (W. State Street), which is also the NE Corner of said Section 18, T.4N., R.1W., Boise Meridian, Ada County, Idaho, thence N.89°53'38"W. 1016.43 feet along the said centerline of State Highway 44 (W. State Street) and the north boundary of said Section 18, T.4N., R.1W., Boise Meridian, Ada County, Idaho to a point marking the centerline intersection of said State Highway 44 (W. State Street) and Sunlight Avenue, said point also marking THE REAL POINT OF BEGINNING;

thence along said centerline of Sunlight Avenue, S.01°03'17"E. 136.90 feet to a point;

thence leaving the said centerline of Sunlight Avenue, S.89°20'11"W. 23.00 feet to a point lying along the westerly right of way of said Sunlight Avenue and marking the SE Corner of said Lot 1, Block 1, Morning Star Mobile Manor;

thence along the southerly boundary of said Lot 1, Block 1, Morning Star Mobile Manor the following courses and distances:

S.89°20'11"W. 35.00 feet to a point;

thence S.01°03'19"E. 20.00 feet to a point;

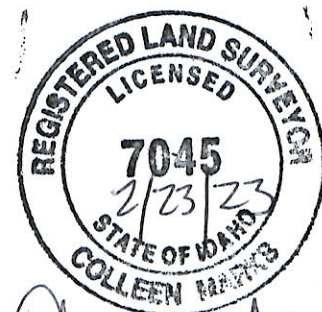
thence S.89°20'11"W. 40.71 feet to a point marking the SW Corner of said Lot 1, Block 1, Morning Star Mobile Manor;

thence along the westerly boundary of said Lot 1, Block 1, Morning Star Mobile Manor, N.01°03'06"W. 117.59 feet to a point marking the NW Corner of said Lot 1, Block 1, Morning Star Mobile Manor;

thence continuing N.01°03'06"W. 40.64 feet to a point lying along the said centerline of State Highway 44 (W. State Street);

thence along the said centerline of State Highway 44 (W. State Street), S.89°53'38"E. 98.72 feet to the point of beginning, containing 0.19 acres, more or less.

SUBJECT TO AND/OR TOGETHER WITH:  
Any easements or rights of way of record or in use.



## **DEVELOPMENT AGREEMENT HOOD RATS GARAGE REZONE**

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

WHEREAS, Owner owns a parcel of land of approximately .19 acres in size, currently located within Ada County, zoned CBD, and more particularly described in **Exhibit A** of Ordinance 385-2023, which is attached hereto and incorporated by reference herein (the "Property");

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

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

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

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

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

WHEREAS, a Request for Rezone of the Property to CBD-DA, Development Agreement and Conditional Use Permit was made as File No. RZ-23-01/DA-23-02/CU-23-03, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances, which applications were approved;

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

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

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

**Section 2. Development/Uses/Standards.**

**2.1 Development Acreage and Uses Permitted.** As to the Property described on **Exhibit A**, Owner is allowed to develop the .19 acres as follows:

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

**2.2 Site Design.** The Property shall be developed in substantial conformance with the approved site plan, dated 1/5/23, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

**2.3 Uses.** The Property is hereby approved for a automotive sales and repair facility.

**2.4 Setbacks.** The development shall comply with the standard setbacks for the R-1 zone as follows:

Central Business District Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	0'	0'	0'	0'

**2.5 Additional Requirements:**

- Streetlights/Parking Lot lights shall comply with the Star City Code. Design shall follow Code with requirements for light trespass and “Dark Skies” lighting. **Applicant/Owner shall work with staff and submit a streetlight design that meets city standards prior to Building Permit being issued.**
- **A Certificate of Zoning Compliance will be required prior to the start of construction. The applicant shall address building finishes and landscape buffering at that time.**
- **A revised site plan, showing the correct parking dimensions shall be submitted to and approved by City Staff, prior to issuing the building permit.**

- **The Applicant shall provide an updated landscape plan showing the correct number of street trees and landscape materials to Staff for approval prior to issuing a building permit.**

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

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

**Section 3. Affidavit of Property Owner.** 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 Owner. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owners of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

**Section 7. General Matters.**

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

**7.2 Paragraph Headings.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or 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: Newell & Elizabeth Price  
11421 W Hidden Point Street  
Star, Idaho 83669-6001

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

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

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

Dated this \_\_\_\_ day \_\_\_\_\_, 2023.

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

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

OWNER:

Newell Price

Elizabeth Jane Price

STATE OF IDAHO )  
 ) ss.  
County of Ada)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared Newell & Elizabeth Price, known to me to be owners, who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same in said name.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



**ORDINANCE NO. 375-2023**  
**(MADENFORD SUBDIVISION ANNEXATION)**

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 3605 N. POLLARD LANE, IN STAR, IDAHO (ADA COUNTY PARCELS R5455720020) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY NORTH POLLARD LANE LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 5.0 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 379-2022, adopted on July 19, 2022 and subsequently amended; and

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

WHEREAS, the Mayor and Council, held a public hearing on October 4, 2022 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential with a Development Agreement (R-3-DA) pursuant to the Unified Development Code of the City of Star.

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

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

Section 2: The real property, described in the attached “Exhibit A”, including adjacent right of way, situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all the rights and responsibilities and shall be subject to all ordinances,

resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

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

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF STAR  
Ada and Canyon County, Idaho

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

ATTEST:

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

**December 14, 2022****Madenford Estates Annexation Legal Description  
3605 N Pollard Lane  
Star, ID 83669**

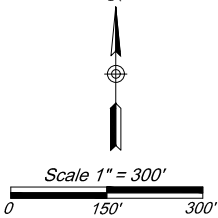
A parcel of land being a portion of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 33; T. 5N, R.1W, B.M., Ada County, Idaho, being a portion of Lot 1 Block 1 as shown on the Plat of Manteca Subdivision, more particularly described as follows:

**BEGINNING** at an aluminum disk marking the southwest corner of said Lot 1 Block 1; thence along the westerly boundary of said Lot 1 Block 1 North  $00^{\circ}27'29''$  East a distance of 365.11 feet to an iron pin at the northwest corner of said Lot 1 Block 1; thence on the north line of said Lot 1 Block 1 South  $86^{\circ}10'21''$  East a distance of 633.91 feet; thence South  $03^{\circ}51'04''$  West a distance of 334.24 feet to the southerly line of said Lot 1 Block 1; thence along last said southerly boundary of Lot 1 Block 1 North  $88^{\circ}59'56''$  West a distance of 613.05 feet to the **POINT OF BEGINNING**.

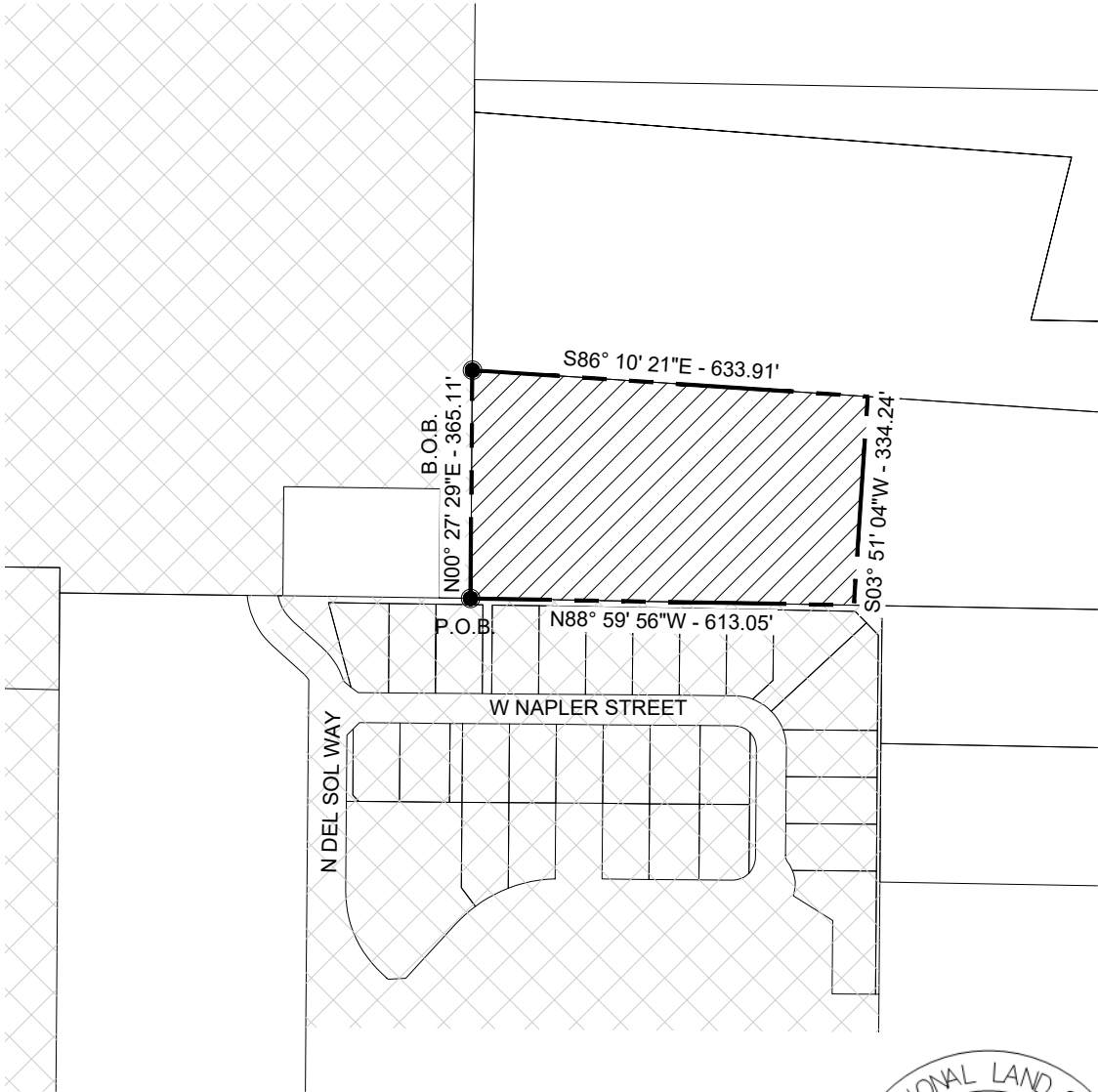
The above described parcel contains 5.00 acres, more or less.



PORTION OF THE NW 1/4 OF THE SW  
1/4 OF SECTION 33, T.5N., R.1.W., BOISE  
MERIDIAN, CITY OF STAR, ADA COUNTY,  
IDAHO.



BEARINGS AND DISTANCES MAY VARY FROM  
PREVIOUS PLATS DUE TO DIFFERENT METHODS  
OF MEASUREMENTS.



● FOUND MONUMENT  
B.O.B. BASIS OF BEARING  
P.O.B. POINT OF BEGINNING

□ CITY OF STAR  
▨ AREA TO BE ANNEXED



**ACKERMAN  
ESTVOLD**

7661 West Riverside Drive, Ste. 102 · Garden City, ID 83714  
208.853.6470 · [www.ackerman-estvold.com](http://www.ackerman-estvold.com)  
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

**DEVELOPMENT AGREEMENT  
MADENFORD ESTATES SUBDIVISION**

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

WHEREAS, Owner owns parcels of land of approximately 5.0 acres in size, currently located within Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 375-2023, which is attached hereto and incorporated by reference herein (the "Property");

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

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

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

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

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

WHEREAS, a Request for Annexation and Zoning of the Property to R-3-DA, and a preliminary plat was made as File No. AZ-22-06/DA-22-06/PP-22-11, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances, which applications were approved;

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

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

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

**Section 2. Development/Uses/Standards.**

**2.1 Development Acreage and Uses Permitted.** As to the Property described on **Exhibit A**, Owner is allowed to develop the 5.0 acres as follows:

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

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

**2.3 Uses.** The Property is hereby approved for a maximum of 15 residential lots.

**2.4 Setbacks.** The development shall comply with the standard setbacks for the R-3 zone. Waivers to setbacks were not granted by Council.

**2.5 Additional Requirements:**

- Provide solid, livestock fencing along entire northern boundary of development and coordinate with neighbor to the north on exact type
- Add Right-to-Farm Act note to Final Plat
- Lots 2 & 17 shall be limited to one-story homes
- The applicant shall use a “Sheepsfoot” when practical during compaction of the pond area on the site.
- Proposed landscape berm shall be constructed at a 3:1 slope

**2.6 Proportionate Share Agreement for ITD Improvements.** Developer has agreed to participate in the costs of construction or improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. The Developer will pay the \$15,000.00 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 per buildable lot within each phase prior to signature on the final plat for the applicable phase. The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount (unless otherwise revised by ITD) directly to the City of Star.

The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

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

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

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

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

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

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

**Section 7. General Matters.**

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

**7.2 Paragraph Headings.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or 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: North Pollard Lane LLC  
Brad Candau, Registered Agent  
349 N Storybook Way  
Eagle, Idaho 83616-4892

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

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

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

Dated this \_\_\_\_ day \_\_\_\_\_, 2023.

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

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

OWNER:

North Pollard Lane LLC

By: Brad Candau  
Its: Registered Agent

STATE OF IDAHO )  
 ) ss.  
County of Ada)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared Brad Candau, known to me to be the Registered Agent for North Pollard Lane LLC, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

PRELIMINARY PLAT FOR  
**MADENFORD ESTATES UNIT 2**

A PORTION OF THE NORTHWEST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 33, T.5N., R.1W.,  
BOISE MERIDIAN, ADA COUNTY, IDAHO.

SEPTEMBER 2022 SCALE: 1" = 30' SHEET 1 OF 1



Graphic Scale:

Attention is Drawn to the Fact That Drawing Scales May be  
Altered During Reproduction Processes. Scales Shown  
Hereon are Based on a Full Scale Sheet Size of 11" x 17".

Scale: 1" = 30'

**LEGEND:**

- SET 5/8" REBAR WITH PLASTIC CAP MARKED  
LS 18350
- ▲ FOUND MONUMENT AS NOTED
- CALCULATED POINT - NOTHING FOUND OR SET
- B.O.B. BASIS OF BEARING
- CP&F CORNER PERPETUATION AND FILING RECORD
- SUBJECT PARCEL
- PROPERTY LINE
- REFERENCE BOUNDARIES
- EASEMENT

**PRELIMINARY PLAT DATA**

TOTAL SITE AREA	5.00 ACRES
SINGLE-FAMILY RESIDENTIAL (70.40%)	3.52 ACRES
RIGHT-OF-WAY (13.80%)	0.69 ACRES
COMMON AREA (15.80%)	0.79 ACRES
EXISTING ZONING	RUT
PROPOSED ZONING	R-3
SINGLE-FAMILY RESIDENTIAL LOTS	15
OPEN SPACE/COMMON LOTS	3
PUBLIC ROAD	1
TOTAL LOTS	19
GROSS RESIDENTIAL DENSITY	3.00 DU/ACRE
NET RESIDENTIAL DENSITY	4.26 DU/ACRE
(EXCLUDES PUBLIC STREET & OPEN SPACE)	

**AMENITIES**

1. WALKING PATHWAYS

**NOTES**

1. SANITARY SEWER AND DOMESTIC WATER SERVICES TO BE PROVIDED BY EXTENSION OF STAR SEWER & WATER DISTRICT
2. SUBJECT PROPERTY DOES NOT FALL WITHIN ANY FEMA FLOOD HAZARD ZONE - SEE FIRM PANEL 16001C0130J DATED 06/19/2020.
3. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE FIFTEEN (15) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
4. UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TWELVE (12) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
5. THIS SUBDIVISION WILL BE SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE CITY OF STAR.
6. IRRIGATION WATER SHALL BE PROVIDED FROM THE FARMERS UNION DITCH COMPANY IN COMPLIANCE WITH IDAHO CODE 31-3805(B). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND THE INDIVIDUAL LOTS WILL BE SUBJECT TO IRRIGATION WATER ASSESSMENTS.
7. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF STAR OR AS OTHERWISE APPROVED IN THE DEVELOPMENT AGREEMENT.
8. LOTS 1, 10, AND 18 ARE COMMON/OPEN SPACE LOTS TO BE OWNED AND MAINTAINED BY MADENFORD ESTATES UNIT 2 HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
9. LOT 10 HAS BEEN PROVIDED FOR THE FARMERS UNION DITCH COMPANY AND IS SUBJECT TO MAINTENANCE AND EASEMENTS FOR THE FARMERS UNION DITCH COMPANY.
10. LOT 19 IS A PUBLIC ROAD LOT FOR ACCESS TO LOTS 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, AND 17. THIS LOT WILL BE COVERED BY A BLANKET EASEMENT FOR UTILITIES AND DRAINAGE. THIS LOT SHALL BE OWNED AND MAINTAINED BY ADA COUNTY.
11. LOT 18 WILL CONTAIN AN UNDERGROUND SEEPAGE BED FOR DRAINAGE OF THE SUBDIVISION.

# EXHIBIT B

**OWNER OF RECORD**

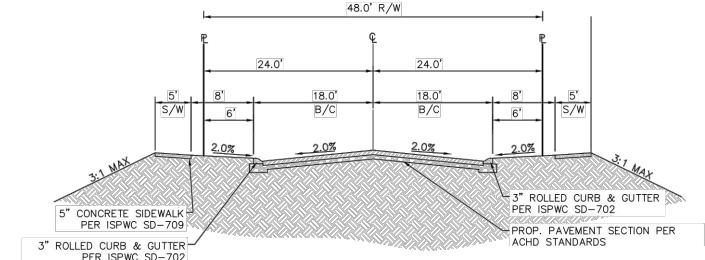
GARY MADENFORD  
3605 N POLLARD LANE  
STAR, ID 83669

**DEVELOPER**

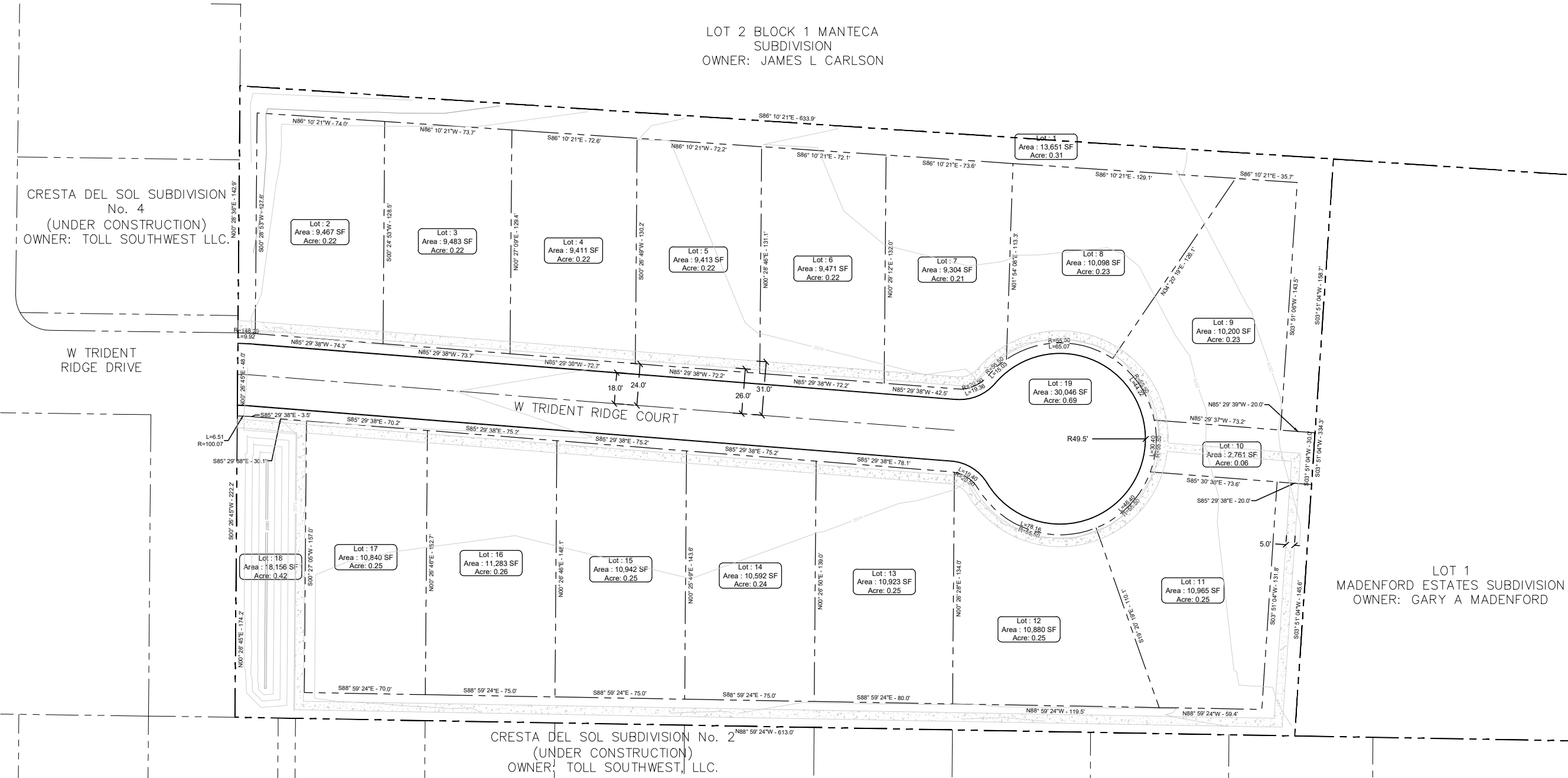
BRAD CANDAU  
349 N STORY BOOK WAY  
EAGLE, ID 83616

**ENGINEER**

ANTONIO CONTI  
7661 WEST RIVERSIDE DR., STE 102  
GARDEN CITY, ID 83714



LOT 2 BLOCK 1 MANTECA  
SUBDIVISION  
OWNER: JAMES L CARLSON



Section 6, Item B.

ACKERMAN  
ESTVOLD  
7661 West Riverside Drive, Ste. 102 · Garden City,  
208.853.6470 · www.ackerman-estvold.co  
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

MADENFORD ESTATES UNIT 2  
PRELIMINARY PLAT  
3605 N POLLARD LANE, STAR, ID

DRAWN BY: KES  
CHECKED BY: AMC

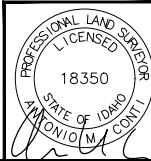
DATE: 09/30/2022

# ---/---/---  
# ---/---/---  
# ---/---/---

PRELIMINARY  
PLAT

1.0

101



**ORDINANCE NO. 384-2023**  
**(RED BARN INN REZONE)**

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 309 S. MAIN STREET IN STAR, IDAHO (ADA COUNTY PARCEL R1842701715); THE PROPERTY IS OWNED BY LEI FAMILY LIVING TRUST 08/16/2005; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA) ON APPROXIMATELY .70 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. 370-2022, 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 (R-4) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to a Central Business District with a Development Agreement (CBD-DA); and

WHEREAS, the Mayor and Council, held a public hearing on May 2, 2023, 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 Central Business District with a Development Agreement (CBD-DA), and the Zoning Map of the City is hereby amended to reflect the change in the land use classification.

Section 3: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the 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 4: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF STAR  
Ada and Canyon County, Idaho

ATTEST:

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

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

# EXHIBIT A



Thomas J. Wellard  
Section 6, Item C.

December 19, 2022

Legal Description for  
Jonathan & Diann Lei  
Job No. NV0422

Parcel 1  
Rezone Legal Description from R-4 to CBD-DA

This parcel is a portion of Lot 48 of Dickson's Subdivision as recorded in Book 3 of Plats at Page 133 in the Office of the Recorder for Ada County, Idaho, lying in the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 17 in Township 4 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

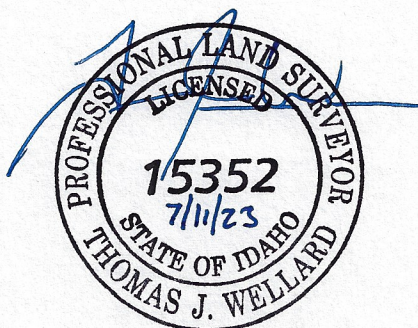
**BEGINNING** at the Northeast corner of Lot 48, a found  $\frac{1}{2}$  inch diameter rebar;

thence South  $00^{\circ}37'26''$  West along the East boundary of Lot 48 a distance of 112.01 feet to the Southeast corner of Lot 48, a  $\frac{1}{2}$  x 24 inch rebar set with plastic cap stamped P.L.S. 15352;

thence North  $89^{\circ}00'35''$  West along the South boundary of Lot 48 a distance of 275.79 feet to a  $\frac{1}{2}$  x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North  $00^{\circ}37'15''$  East, parallel with the West boundary of Lot 48 a distance of 112.01 feet to a point on the North boundary of Lot 48, a  $\frac{1}{2}$  x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South  $89^{\circ}00'29''$  East along said North boundary a distance of 275.79 feet to the **POINT OF BEGINNING**, said parcel being 0.709 acres/30,844 sqft more or less, and being subject to any and all easements and rights of way of record or implied.



APPROVAL OF CITY ENGINEER  
I THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY \_\_\_\_\_, HEREBY APPROVE THIS SURVEY.

CITY ENGINEER STAR, IDAHO

RECORD OF SURVEY

LOTS 47 AND 48, BLOCK 1 OF DICKSON'S SUBDIVISION,  
LYING IN THE NW 1/4 NW 1/4 OF SECTION 17,  
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
ADA COUNTY, IDAHO

CERTIFICATE OF OWNER

I, THE UNDERSIGNED, CERTIFY THAT I AM THE OWNER OF THE SUBJECT PROPERTY, HEREBY APPROVE OF THIS LOT SPLIT.

Lei Family Living Trust, By Jonathan Lei, Trustee

DATE

ACKNOWLEDGMENT

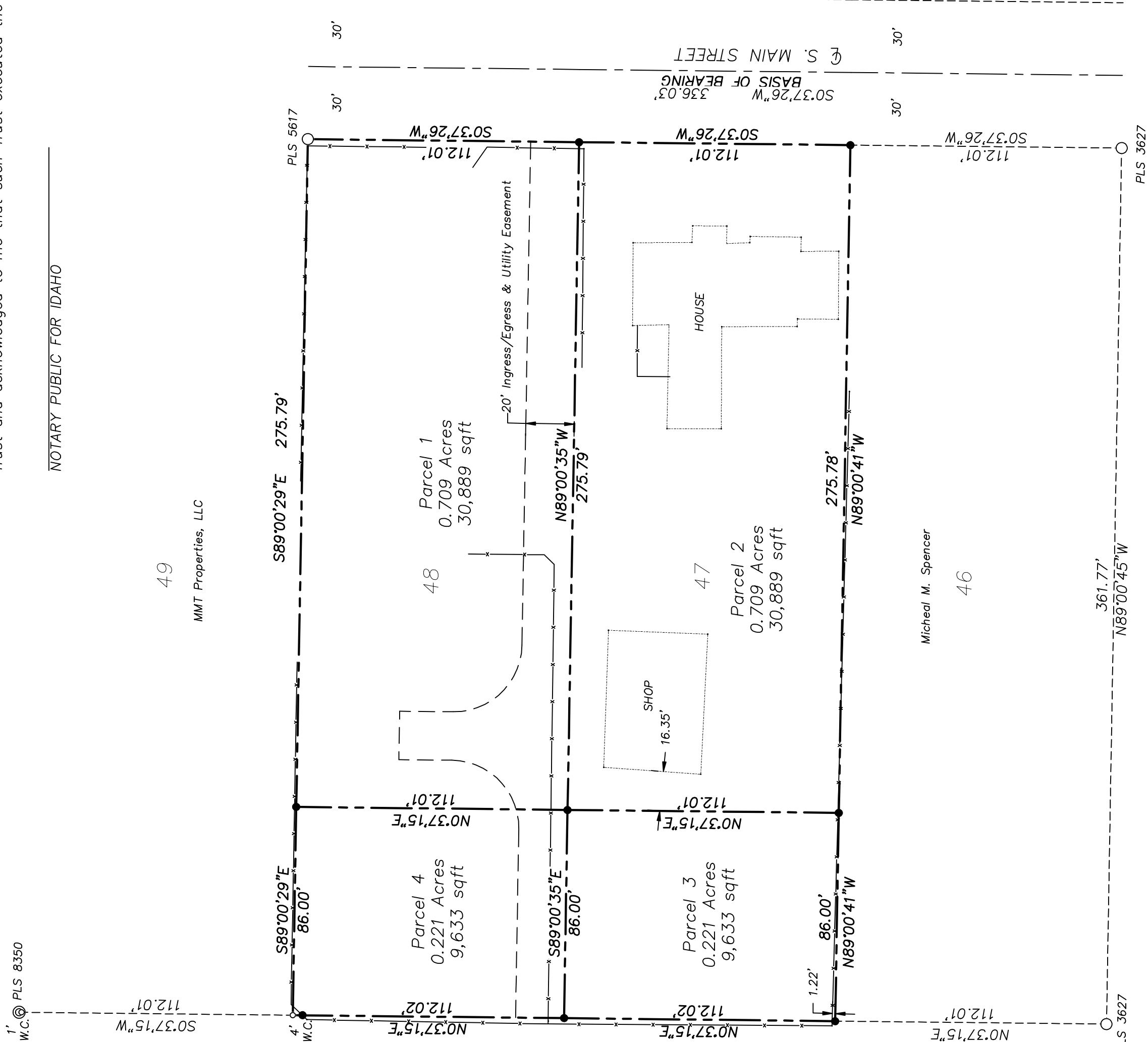
STATE OF IDAHO)SS  
COUNTY OF ADA)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_\_, before me, the undersigned, a notary public, personally appeared Jonathan Lei, known or identified to me to be the Trustee of the Lei Family Living Trust that executed the instrument or the person who executed the instrument on behalf of said Trust and acknowledged to me that such Trust executed the same.

NOTARY PUBLIC FOR IDAHO

Reference Surveys:  
Inst. No. 100029433, ROS No. 4952  
Inst. No. 2020151392, ROS No. 12584  
Inst. No. 99057785, ROS No. 4649  
Inst. No. 2021170284, ROS No. 13163  
Inst. No. 97096367, ROS No. 4066  
Inst. No. 94026291, ROS No. 2807  
Inst. No. 95024491, ROS No. 3174  
Inst. No. 113098241, ROS No. 9532  
Inst. No. 108038809, ROS No. 8258  
Dickson's Subdivision  
Book 3, Page 133

Reference Deed:  
Inst. No. 2021168333  
Inst. No. 2021110106



RECORD OF SURVEY NO. \_\_\_\_\_  
COUNTY RECORDER'S CERTIFICATE  
INSTRUMENT NUMBER: \_\_\_\_\_ FEE \_\_\_\_\_  
STATE OF IDAHO } S.S.  
COUNTY OF ADA }  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS  
FILED AT THE REQUEST OF SKINNER LAND SURVEY  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
EX-OFFICIO RECORDER \_\_\_\_\_ DEPUTY \_\_\_\_\_



Scale: 1" = 40'

LEGEND

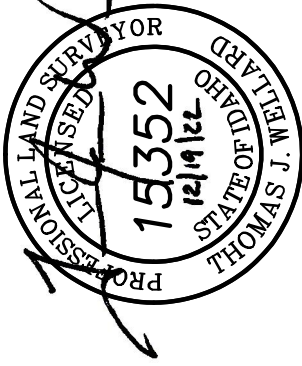
- 5/8" REBAR – FOUND
- 1/2" REBAR – FOUND
- 1/2" x 24" REBAR – SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- ORIGINAL PLATTED LOT LINE
- ROAD CENTERLINE
- FENCE LINE
- W.C. WITNESS CORNER

Surveyor's Narrative:

This survey was performed at the request of the Lei Family Living Trust to the divide the lots described in the reference deeds. The property is currently zoned R-1 by the City of Star. Existing lot corners were located and held as shown. Platted distances were proportioned with shot distances. This resulted in lots that closely matched original sizes. The lots were then divided at the clients direction. The basis of bearing for this survey was established by GNSS observations, projected to the Idaho State Plane Coordinate system, West Zone, NAD83 datum. All bearings shown are on grid azimuth and all distances are ground at project elevation.

CERTIFICATION

I, Thomas J. Wellard, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.



INDEX No. 414-17-4-4-0-03-133

SURVEY FOR:

JONATHAN & DIANN LEI

Skinner

Land Survey

17842 Sand Hollow Road  
Caldwell, Idaho 83607

(208)-454-0933

WWW.SKINNERLANDSURVEY.COM

surveys@skinnerlandsurvey.com

Drawn By: ZCL

Date: Jan. 31, 2023

Surveyed By: ZCL

Job No. JA0323

**DEVELOPMENT AGREEMENT  
RED BARN INN REZONE**

This Development Agreement ("Agreement") is entered into by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Lei Family Living Trust 08/16/2005, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately .70 acres in size, currently located within Ada County, zoned CBD, and more particularly described in **Exhibit A** of Ordinance 384-2023, which is attached hereto and incorporated by reference herein (the "Property");

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

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

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

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

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

WHEREAS, a Request for Rezone of the Property to CBD-DA, Development Agreement and Conditional Use Permit was made as File No. RZ-23-02/DA-23-03/CU-23-04, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances, which applications were approved;

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

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

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

**Section 2. Development/Uses/Standards.**

**2.1 Development Acreage and Uses Permitted.** As to the Property described on **Exhibit A**, Owner is allowed to develop the approximate .70 acres as follows:

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

**2.2 Site Design.** The Property shall be developed in substantial conformance with the approved site plan, dated 3/29/23, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

**2.3 Uses.** The Property is hereby approved for a hotel/motel facility.

**2.4 Setbacks.** The development shall comply with the standard setbacks for the R-1 zone as follows:

Central Business District Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	0'	0'	0'	0'

**2.5 Additional Requirements:**

- Streetlights/Parking Lot lights shall comply with the Star City Code. Design shall follow Code with requirements for light trespass and “Dark Skies” lighting. Applicant/Owner shall work with staff and submit a streetlight design that meets city standards prior to Building Permit being issued.
- A Certificate of Zoning Compliance will be required prior to the start of construction.
- The Applicant shall receive approval from the Flood Plain Administrator and complete the necessary paperwork for building in a special flood hazard area prior to issuing the building permit.

- The Applicant shall comply with all requirements of File CU-23-04.

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

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

**Section 3. Affidavit of Property Owner.** 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 Owner. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owners of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

**Section 7. General Matters.**

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

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

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

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

Star:

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

Owner:                                    Lei Family Living Trust 08/16/2005  
Jonathan Lei, Trustee  
309 S. Main Street  
Star, Idaho 83669

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

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

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

Dated this \_\_\_\_\_ day \_\_\_\_\_, 2023.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

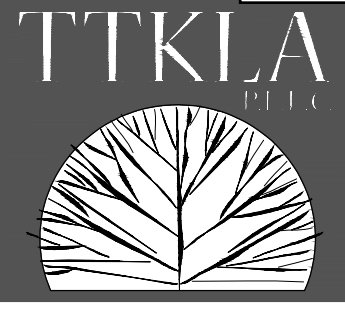
\_\_\_\_\_  
Lei Family Living Trust  
Jonathan Lei, Trustee

STATE OF IDAHO    )  
                                  ) ss.  
County of Ada)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared Jonathan Lei, known to me to be the Trustee for the Lei Family Living Trust, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



**Terry T. King**  
Landscape Architecture  
6122 S. Moonfire Way  
Boise ID 83709  
(208) 869-3820 Boise  
(208) 720-3730 Ketchum  
terry@ttkla.com  
www.ttkla.com



**SITE PLAN**

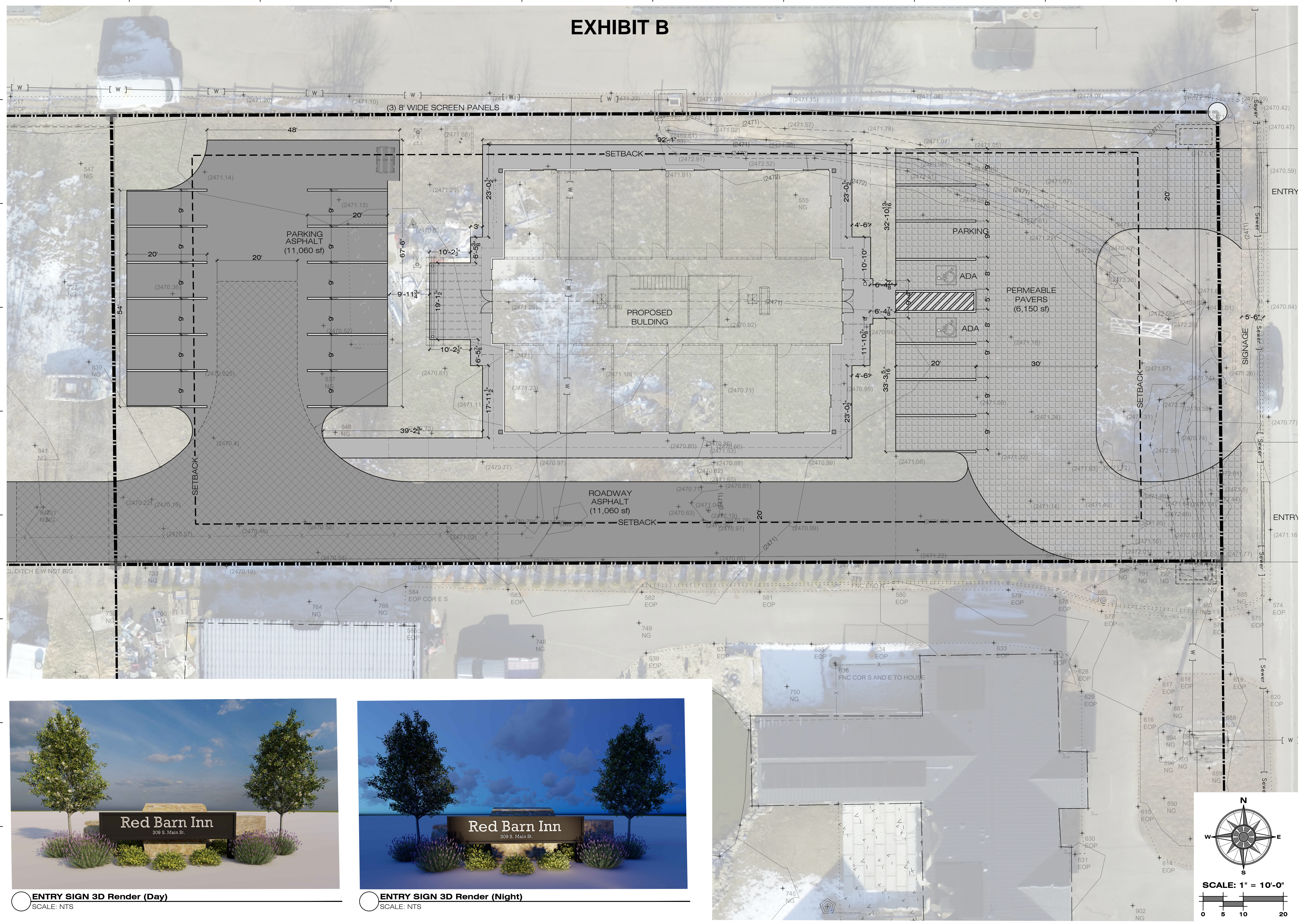
**Red Barn Inn**

309 S. Main Street  
Lot 48, BLK 1 Dickson's Subdivision  
Star • Idaho • 83669

drawn by:  
checked by:  
date: Mar. 29, 2023  
revisions:

**L-1.0**  
**SHEET**

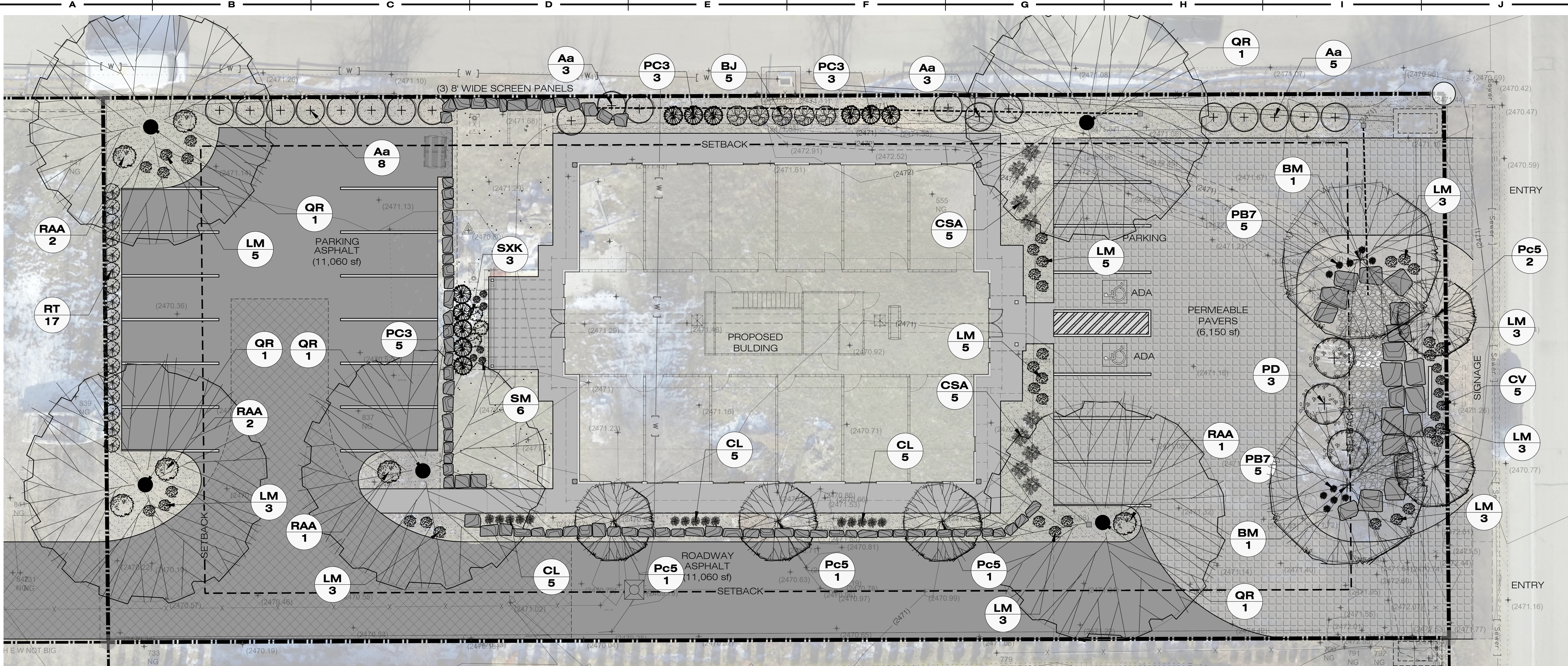
# EXHIBIT B



**ENTRY SIGN 3D Render (Day)**  
SCALE: NTS

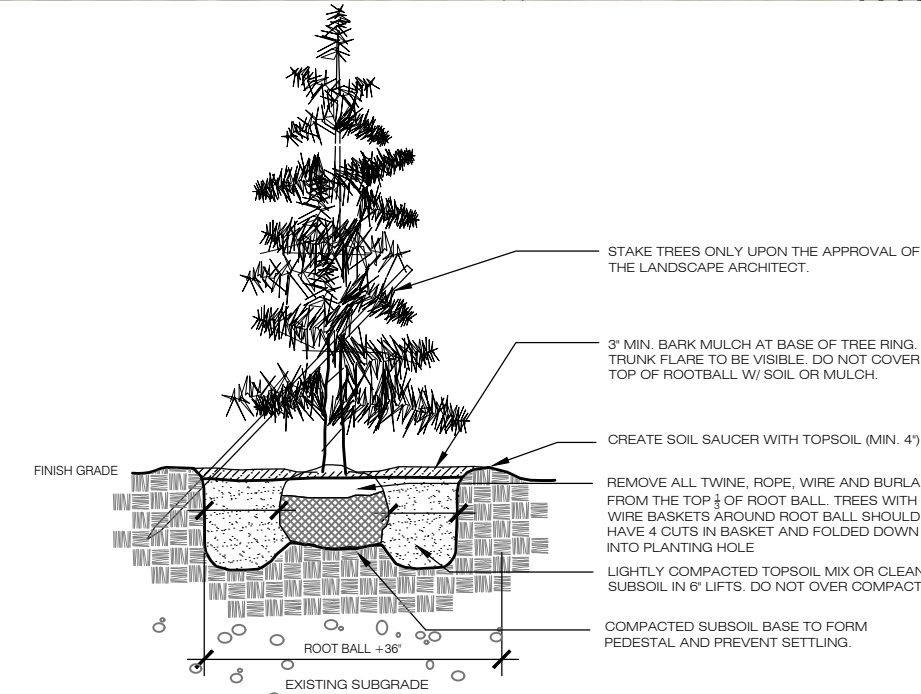


**ENTRY SIGN 3D Render (Night)**  
SCALE: NTS

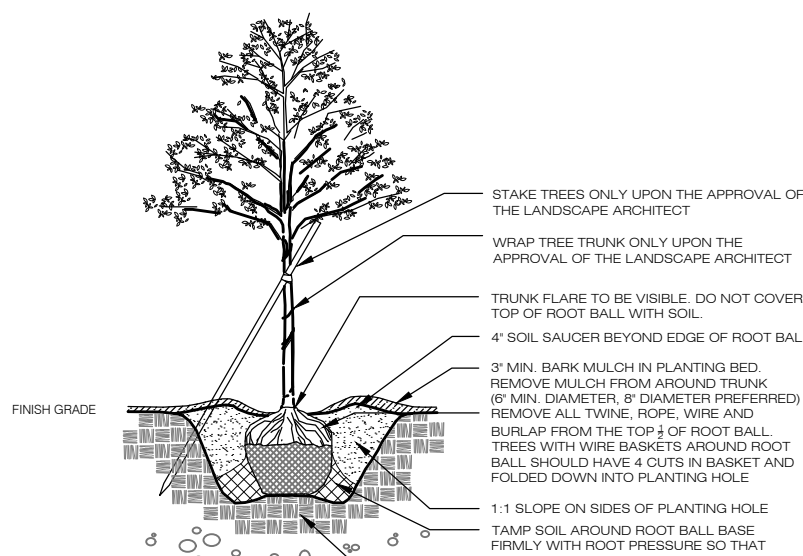


PLANT SCHEDULE MAIN

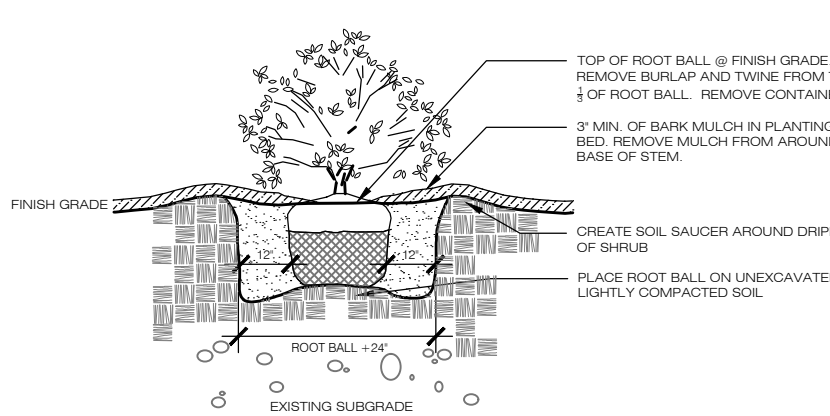
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	SUN EXPOSURE
	BM	2	Betula nigra / River Birch	2' cal.	40'-70' tall x 40'-60' wide	Part shade
	BJ	5	Betula platyphylla Jelpark / Parkland Pillar Birch	2.5' cal.	30'-40' tall x 6'-7' wide	Part shade, Full sun
	Pc5	5	Pyrus calleryana 'Cleveland Select' / Chanticleer Callery Pear	2' cal.	40'-50' tall x 15'-20' wide	Part shade, Full sun
	QR	5	Quercus rubra / Red Oak	3' cal.	50'-75' tall and wide	Part shade, Full sun
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	SUN EXPOSURE
	PC3	11	Picea abies 'Cupressina' / Spruce 'Cupressina'	8'	20' tall x 5'-6' wide	Part shade, Full sun
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	SUN EXPOSURE
	Aa	19	Aronia arbutifolia 'Brilliantissima' / Brilliant Red Chokeberry	5 gal.	6'-8' tall and wide	Part shade, Full sun
	CSA	10	Cornus stolonifera 'Arctic Fire' / Arctic Fire Dogwood	5 gal.	36'-60' tall and wide	Part shade
	PD	3	Physocarpus opulifolius 'Diablo' / Diablo Ninebark	5 gal.	8'-10' tall and wide	Part shade
	RT	17	Rhamnus frangula 'Tallhedge' / Buckthorn - Tallhedge	5 gal.	10'-12' tall x 4' wide	
	RAA	6	Rhus trilobata 'Autumn Amber' / Autumn Amber Sumac	5 gal.	12' tall x 5'-6' wide	Part shade, Full sun
	SXK	3	Symphoricarpos x 'Kolcham' / Charming Fantasy Snowberry	5 gal.	4' tall and wide	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	SUN EXPOSURE
	CL	15	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	1 gal.	5'-6' tall x 1.5'-2' wide	Part shade, Full sun
	CV	5	Coreopsis verticillata 'Moonbeam' / Moonbeam Coreopsis	1 gal.	18"-24" tall and wide	Full sun
	LM	36	Lavandula angustifolia 'Munstead' / Munstead English Lavender	1 gal.	18"-24" tall and wide	Part shade, Full sun
	PB7	10	Pennisetum alopecuroides 'Burgundy Bunny' / Burgundy Bunny Dwarf Fountain Grass	5 gal.	12"-18" tall and wide	Part shade, Full sun
	SM	6	Salvia x sylvestris 'May Night' / May Night Salvia	1 gal.	18"-24" tall and wide	Part shade, Full sun



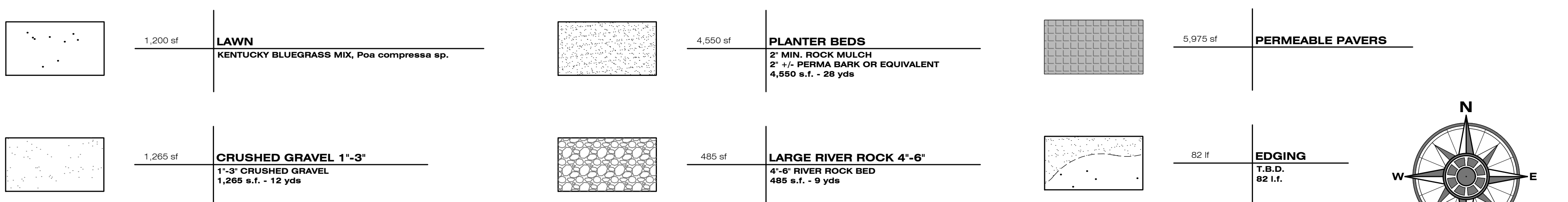
EVERGREEN TREE PLANTING DETAIL  
SCALE: NTS



DECIDUOUS TREE PLANTING DETAIL  
SCALE: NTS

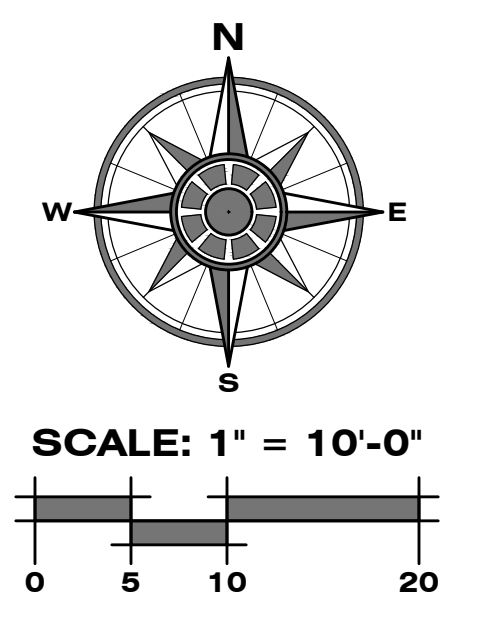


SHRUB PLANTING DETAIL  
SCALE: NTS



LANDSCAPE & PLANTING NOTES:

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS, CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.



TTKLA

PLLC

Terry T. King

Landscape Architecture

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(208) 869-3820 Boise

(208) 720-3730 Ketchum

terry@ttkla.com

www.ttkla.com

STATE OF IDAHO

LANDSCAPE ARCHITECT

LA-265

9/29/29

LANDSCAPE PLAN

Red Barn Inn

309 S. Main Street

Lot 48, BLK 1 Dickson's Subdivision

Star • Idaho • 83669

drawn by: mo

checked by: tk

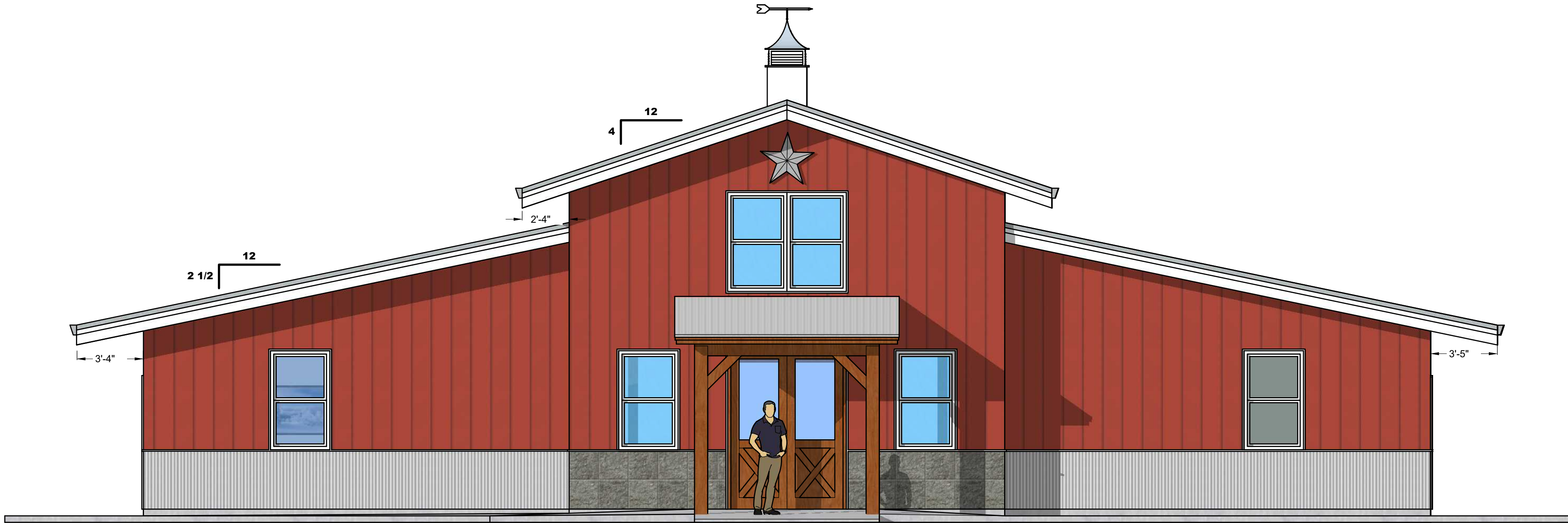
date: Mar. 29, 2023

revisions:

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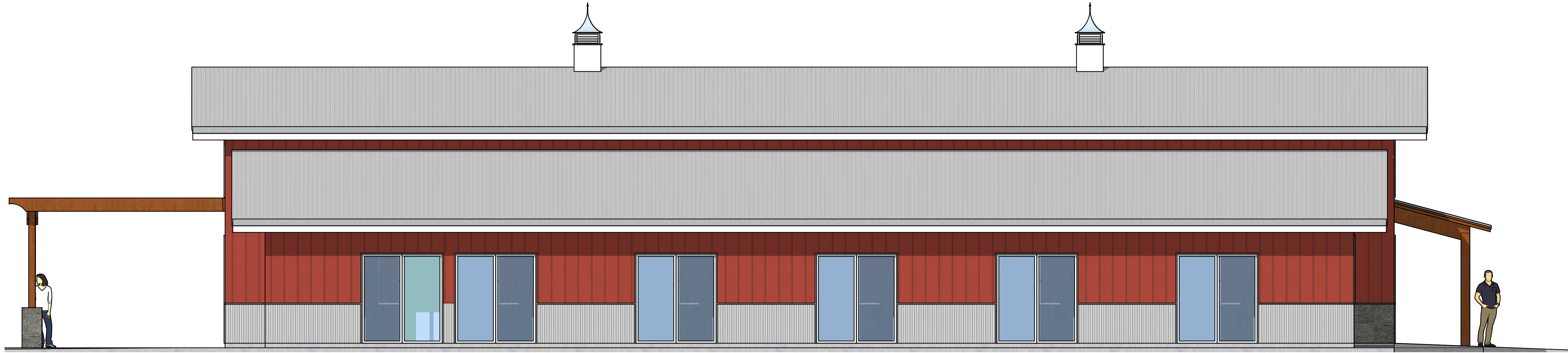
**Red Barn**  
341 South Main Street  
Star ID 83669

**CLIENT**  
D/Ann Lei  
341 South Main Street  
Star ID 83669

**PROJECT**  
Red Barn  
**PROJECT NO.**  
245,170

**ISSUE**  
MM.DD.YY  
**DRAWN BY**  
JL

CRUINI & NEAN  
ELEVATION



**Red Barn**  
341 South Main Street  
Star ID 83669

**CLIENT**  
D/Ann Lei  
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**PROJECT**  
Red Barn  
**PROJECT NO.**  
245,170

**ISSUE**  
MM.DD.YY  
**DRAWN BY**  
JL

LEI & NIGI  
ELEVATION

## **MASTER PATHWAY AGREEMENT**

THIS MASTER PATHWAY AGREEMENT (“Master Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between MIDDLETON MILL DITCH COMPANY and MIDDLETON IRRIGATION ASSOCIATION, INC., duly organized and existing Idaho corporations and ditch companies under and by virtue of the laws of the State of Idaho, (hereinafter collectively referred to as the “Ditch Company”), and CITY OF STAR, a municipal corporation (hereinafter “City”).

### **RECITALS**

WHEREAS, the Ditch Company owns or controls numerous irrigation canals, laterals, drains and irrigation works and maintenance roads (hereinafter collectively referred to as “ditches” and individually referred to as “ditch”) with associated rights-of-way and ditch easements (hereinafter collectively referred to as “associated property”);<sup>1</sup> and,

WHEREAS, the Ditch Company utilizes the aforementioned rights-of-way and ditch easements to access its ditches, to monitor and adjust water flows, to remove sediment and debris, to pipe, line and refurbish ditches, to maintain and repair ditch banks and ditch roads, and to perform other inspection, operation, maintenance and repair activities with the appropriate personnel and equipment, and it is necessary that the Ditch Company protect absolutely its right to control any modification or alteration of its ditches and its rights-of-way along its ditches; and,

WHEREAS, the City from time to time places a condition on development to construct a pathway and related landscaping and improvements within the Ditch Company’s easement or right-of-way; and,

WHEREAS the City desires a license from Ditch Company to permit the City, or to authorize a Landowner or Developer with the City’s approval and conditioning, to construct, install, and maintain a pathway, landscaping and/or related improvements within the Ditch Company’s ditch easement or right-of-way, and to make said pathway available to the public without charge for recreational activities, in the manner hereinafter appearing and under the terms and conditions hereinafter set forth; and,

WHEREAS, the activities of the City are such that the City anticipates that it will seek, and/or authorize and condition a Landowner or Developer, to construct and/or maintain pathways affecting the Ditch Company’s ditches and associated property on a continuing basis, and it is the intent of the parties hereto to simplify the process of negotiating separate agreements, and to confirm the understanding between the parties with respect to the Ditch Company’s requirements for such construction or activity; and,

---

<sup>1</sup> The Ditch Company’s irrigation canals, laterals, irrigation works, maintenance roads and associated rights-of-way and ditch easements includes the laterals which are delivered water by the Ditch Company and delivered water to the end shareholders, including the Canyon Hill Ditch Company, Lemp Lateral, Inc., Newman Ditch Company, Flake Ditch Company and Foothill Ditch Company and thus the terms and conditions of this Master Pathway Agreement shall specifically include such laterals.

NOW, THEREFORE, for and in consideration of the covenants, agreements and conditions hereinafter set forth, the parties mutually agree as follows:

1. **General.** The Ditch Company hereby agrees, upon its Board approval, to grant to the City and/or a Landowner or Developer authorized and conditioned by the City, subject to the terms and conditions hereinafter provided, the right to construct, install, reconstruct, operate, and maintain pathway and associated landscaping and improvements over, across or into the Ditch Company's ditches and associated property where such grant will not be incompatible with the Ditch Company's operation and maintenance of said ditches or impair the use of said ditches for the transmission and delivery of irrigation and drainage water. The City agrees that neither the City or any Landowner or Developer authorized or conditioned by the City shall construct, install, reconstruct, or alter any facilities over, across or into the Ditch Company's ditches and associated property except as approved and licensed by the Ditch Company pursuant to this Master Agreement.

2. **Pathway Master Plan and Typical Sections.** The parties acknowledge that planning of pathways along or across the Ditch Company ditches, easements and fee title lands requires consultation between the parties as early as possible in the City's pathway-planning process to identify potential pathway locations and determine project feasibility before the City submits pathway requests to the Ditch Company as provided in Section 3 of this Master Agreement. They shall consult with each other in the City's planning process as follows:

a. The City shall provide the Ditch Company notice and an opportunity to comment on pathway plans, maps, proposals and requirements as early as possible in the City's pathway-planning process. This shall include, but is not limited to, situations in which the City requires, requests or authorizes third parties (Developers) to construct pathways across or along the Ditch Company's ditches, irrigation system and works, and associated real property interests.

b. The City shall prepare an initial draft Pathway Masterplan and proposed typical Sections which depicts existing pathways and the conceptual alignment for future pathways and proposed cross sections the City desires to construct or be constructed by developers along the Ditch Company ditches, easements and fee title lands. The City shall submit these documents for review by the Ditch Company. After submittal, the City and the Ditch Company representatives shall meet to review the proposed Path Masterplan and Typical Sections.

c. The Ditch Company shall: (1) advise the City whether the Ditch Company requires additional information in order to respond; (2) identify circumstances and options in which construction and maintenance of pathways across or along the Ditch Company ditches, easements and fee title lands may be compatible with the Ditch Company's primary interests, operations and obligations without creating unacceptable risks to public safety; (3) identify circumstances in which space constraints, and operation, maintenance and safety issues preclude, limit, or otherwise diminish the potential for the construction of pathways along or across the Ditch Company ditches, easements and fee title lands under consideration. The City shall revise these documents to reflect the Ditch Company comments and concerns. Following revision, the City shall submit the revised draft Path Masterplan and draft Typical Sections to the Ditch Company for formal review and comment. Subsequent meetings and

revisions will be held until each party are in agreement with the draft Path Master Plan and draft Typical Pathway Sections.

d. Approval of the Pathway Masterplan and Typical Sections shall be in writing by both parties. Once both parties have formally approved the draft Path Masterplan and draft Typical Sections they shall be referred to hereafter as Path Masterplan and Path Typical Sections. Future revisions of the Path Masterplan and or Typical Section shall follow the procedures outlined above for the initial approval.

e. The Ditch Company approval of the Path Masterplan and Path Typical Sections does not constitute approval to construct the pathway nor does it affect the Ditch Company rights to deny approval of a specific section of Pathway construction if the Ditch Company finds it interferes with the Ditch Company's use and management of the Ditch Company's property, business and affairs, the Ditch Company's delivery or drainage of water, or the Ditch Company's access, use, operation, maintenance and repair of its ditches and irrigation works or create unacceptable risks to public safety.

f. The City shall not submit plans for approval unless it is in compliance with the Path Masterplan and Typical Section or unless, prior to submittal, the City or Landowner/Developer requested and received written approval for a variance from the approved Path Masterplan and or Typical Section.

3. **Submission, Review and Approval of Facilities.** The following procedures, terms and conditions shall apply to the submission, review, and approval of requests to construct, install, operate, and maintain facilities:

a. Prior to constructing, requiring or authorizing any pathway and associated landscaping and improvements within or affecting any Ditch Company ditch, easement and/or associated property, the City agrees to submit a written request to the Ditch Company, and to obtain the Ditch Company's written permission and approval through execution of a license agreement. The written request may also be submitted by a Landowner or Developer authorized, required or conditioned by the City. Any request submitted by the Landowner or Developer must include the authorization and condition of the City.

b. The City and/or Landowner or Developer shall submit each request far enough in advance of the proposed initiation of construction or activity to provide the Ditch Company a reasonable time to evaluate and respond to the request. With respect to pathway requests only, in no event shall such a request be submitted less than three months prior to the first date of construction.

c. Each request shall describe the proposed construction or activity generally, identify the proposed dates of construction (if any), and shall identify any known local, state, or federal procedures or requirements which may affect the Ditch Company's review and approval of the proposed construction or activity.

d. Each request shall include a location map; fee title legal description, easement or authorization from the servient estate owner; and construction plans which show the

proposed location, design, and all physical structures, plants and landscaping proposed to be constructed, installed or planted.

e. The Ditch Company shall review each request and communicate by letter to the City and the Landowner or Developer if applicable and the Ditch Company's attorney whether the proposed construction or activity meets the requirements of the Ditch Company. Such letter shall not constitute approval of the Ditch Company. Approval may only be granted by the Ditch Company's board of directors through a resolution during one of its regular meetings.

f. If the proposed construction or activity meets the requirements of the Ditch Company, a license agreement shall be prepared. If the License Agreement is to be constructed and installed by the City then there shall be one license agreement between the Ditch Company and the City incorporating the terms of this Master Agreement. If the license agreement is with the Landowner/Developer that is constructing and installing the pathway then there shall be a license agreement between the Ditch Company and the Landowner/Developer which shall include a condition which conditions the approval of the pathway upon the acceptance and maintenance and operation of the pathway by the City. The Ditch Company's attorney shall also provide a separate license agreement between the Ditch Company and the City which provides for said acceptance, maintenance and operation of the pathway by the City. In either case, the license agreement between the Ditch Company and the City shall incorporate by reference all covenants, conditions, and agreements of this Master Agreement; shall identify the proposed construction or activity; shall give a legal description of the subject property; shall describe the width of the Ditch Company's easement; and shall include any special conditions applicable to the particular proposed construction or activity.

g. After signing the license agreement, the City shall return the signed original of the license agreement to the Ditch Company for consideration during the next meeting of the Ditch Company's board of directors for review and signature.

h. Once the license agreement is approved and signed by the Ditch Company's board of directors, the Ditch Company shall record the license agreement and return a copy of the recorded agreement to the City.

4. **Approval Conditions for Pathways.** Each pathway and associated landscaping and improvements affecting the Ditch Company's ditches, easements and associated property shall be constructed, installed, operated, maintained and repaired in accordance with following conditions:

a. Each pathway shall be constructed, installed, operated, maintained and repaired at all times by the City and at the cost and expense of the City. Provided, however, the City may condition and require a Developer/Landowner to perform the initial construction and installation of the pathway so long as the City accepts the pathway and the future operation and maintenance of said pathway.

b. The City and/or Landowner/Developer shall construct, install, operate, maintain and repair each pathway and associated landscaping and improvements and conduct its

activities within or affecting the Ditch Company's ditches, easement and associated property so as not to constitute or cause:

- i. a hazard to any person or property;
- ii. an interruption or interference with the flow of irrigation water in the ditch or the delivery of irrigation water by the Ditch Company;
- iii. an increase in seepage or any other increase in the loss of water from the ditch;
- iv. the subsidence of soil within or adjacent to the ditch and/or associated property;
- v. any other damage to the Ditch Company's ditches and associated property.

c. To the extent permitted by law, the City shall indemnify, hold harmless, and defend the Ditch Company from all claims for damages arising out of any of the City's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3(b)(i) through 3(b)(v), or any other damage to the Ditch Company's ditches, easement and/or associated property which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

d. If caused by the City, the City shall, upon demand of the Ditch Company, repair any alteration of the Ditch Company's ditches, easement and/or associated property which interferes with the Ditch Company's operation and maintenance of its ditches and associated property, or causes or contributes to any hazard or unsafe condition, impediment to the flow of water in the Ditch Company's ditches, increase in seepage or other water loss from the Ditch Company's ditches, or any subsidence of soil in the associated property, or any other damage to the ditches and/or associated property of the Ditch Company. The Ditch Company shall give reasonable notice to the City, and shall allow the City a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the Ditch Company shall attempt to give such notice as is reasonable under the circumstances. The Ditch Company reserves the right to perform any and all work which the City fails or refuses to perform within a reasonable period of time after demand by the Ditch Company. The City agrees to pay to the Ditch Company, on demand, the costs which shall be reasonably expended by the Ditch Company for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the City or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and the City shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the Ditch Company.

e. The City agrees that the work performed and the materials used in installation of the pathway and associated landscaping and improvements shall at all times be subject to inspection by the Ditch Company and by the engineers for the Ditch Company, and that final acceptance of the construction work shall not be made until all such work and materials

shall have been expressly approved by the Ditch Company. Such approval by the Ditch Company shall not be unreasonably withheld.

f. The City shall notify the Ditch Company prior to and immediately after construction so that the Ditch Company and/or the Ditch Company's engineers may inspect and approve construction. If the Ditch Company's engineers perform such inspection, the Developer shall pay the Ditch Company's engineers any reasonable fee charged in connection therewith.

g. The uses permitted by each license agreement executed pursuant to this Master Agreement shall all times be subordinate and subservient to the Ditch Company's rights and uses of the Ditch Company's ditches and associated property. Nothing contained herein or in any agreement executed pursuant to this Master Agreement shall be construed, implemented or enforced to impair, limit, restrict or otherwise affect the Ditch Company's rights, authority, powers, and discretion with respect to the Ditch Company's ditches and associated property, or to grant or create any rights which interfere with the purposes and uses to which the Ditch Company's ditches, easement and associated property are devoted and dedicated. The Ditch Company and the City agree that all of the Ditch Company's rights and discretion to access, operate, construct, maintain, repair, clean or otherwise use of any portion of the Ditch Company's ditches, easement and associated property are reserved.

h. The City acknowledges that the Ditch Company has, and agrees that the Ditch Company shall continue to have, the right to deposit sediment, plant material, debris and other material (collectively "spoil") which the Ditch Company removes from its ditches on the Ditch Company's easement and associated property. Without limiting this right, the Ditch Company agrees to exercise reasonable best efforts to avoid placing spoil on the City's facilities. The City may spread and level any spoil removed from the Ditch Company's ditches or, in the alternative, may transport the spoil to a sanitary landfill or some other authorized place of disposal. The Ditch Company shall have no obligation to spread, level, or remove any spoil removed from the ditches and place on the Ditch Company's easement and associated property.

i. The City shall not excavate, place any structures, plant any trees, shrubs, or landscaping, or perform any other construction or activity within or affecting the Ditch Company's ditches and associated property except as authorized by agreements executed pursuant to this Master Agreement without the prior written consent of the Ditch Company.

j. The City agrees that the Ditch Company shall not be liable for any damages which shall occur to any facility, plant, or any other improvement of any kind or nature whatsoever which the City shall install within the Ditch Company's ditches and associated property in the reasonable exercise of the rights of the Ditch Company in the course of performance of maintenance or repair of the Ditch Company's ditches and associated property. The City further agrees to suspend or modify, as necessary, its use of the Ditch Company's ditches and associated property when required by the Ditch Company to operate, maintain, inspect, access or repair the Ditch Company's ditches.

k. If the pathway is being constructed and installed by a Landowner/Developer, and then is subsequently going to be operated and maintained by the City per the terms of this Master Agreement, then the Landowner/Developer shall pay attorney fees

and engineering fees charged by the attorney for the Ditch Company or by the engineers for the Ditch Company in connection with the preparation or review of any license agreement with the Landowner/Developer and the license agreement between the Ditch Company and City executed pursuant to this Master Agreement. Provided, however, if the pathway is being constructed and installed by the City, then the City agrees to pay attorney fees and engineering fees charged by the attorney for the Ditch Company or by the engineers for the Ditch Company in connection with the preparation or review of any license agreement executed pursuant to this Master Agreement. Any fees charged to the City shall not exceed \$600.00, plus recording fees, unless otherwise agreed in writing by the City.

l. In the event of the failure, refusal or neglect of the City to comply with any of the terms and conditions of any license agreement executed pursuant to this Master Agreement, the rights of the City under the terms of such license agreement may be terminated by the Ditch Company, and any facility over, across or into the Ditch Company's ditches and associated property which may impede or restrict the maintenance and operation of the Ditch Company's ditches and associated property shall be promptly removed by the City.

m. The City shall comply fully with all federal, state or other laws, rules, regulations, directives or other governmental requirements in any form as administered by appropriate authorities, regarding environmental matters, and specifically those relating to pollution control and to materials and chemicals which may be inimical to human health or the environment, which may be applicable to its construction, installation, operation, or maintenance of any facilities pursuant to this Master Agreement and any license agreement executed hereunder.

n. The City shall have no right, power or authority to grant, allow or suffer any lien or other charge or encumbrance of any kind against the Ditch Company's right, title and interest in the Ditch Company's ditches and associated property.

o. The covenants, conditions and agreements contained in each license agreement and this Master Agreement shall constitute covenants to run with, and running with, the servient lands and/or easements of the City, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them for as long as the subject facility continues to be used for the purposes authorized by each agreement. The City shall provide the Ditch Company written notice upon cessation of use of each authorized facility for the authorized purposes.

5. **Consultation in City Pathway Planning.** The parties acknowledge that planning of pathways along or across Ditch Company ditches associated property requires consultation between the parties as early as possible in the City's pathway-planning process to identify potential pathway locations and determine project feasibility before the City submits pathway requests to the Ditch Company as provided in this Master Agreement. The parties shall consult with each other in the City's planning process as follows:

a. The City shall provide the Ditch Company notice and an opportunity to comment on pathway plans, maps, proposals and requirements as early as possible in the City's pathway-planning process. This shall include, but is not limited to, situations in which the City

requires, requests or authorizes third parties to construct pathways or grant the City easements for pathways across or along the Ditch Company's ditches and associated property.

b. In its written comments, the Ditch Company shall: (1) advise the City whether the Ditch Company requires additional information in order to respond; (2) identify circumstances and options in which construction and maintenance of pathways across or along Ditch Company ditches and associated property may be compatible with the Ditch Company's primary interests, operations and obligations without creating unacceptable risks to public safety; (3) identify circumstances in which space constraints, and operation, maintenance and safety issues preclude, limit, or otherwise diminish the potential for the construction of pathways along or across Ditch Company ditches under consideration.

c. The City shall advise the Ditch Company in writing if, prior to submitting a pathway request, the City desires a statement from the Ditch Company regarding the feasibility of a specific pathway along or across a Ditch Company ditch and associated property based on the City's submission of preliminary plans. A statement that a proposed pathway is feasible shall not constitute Ditch Company approval, nor affect the parties' rights and obligations in the submission, review and approval of pathway requests as provided in this Master Agreement.

6. **Pathway Conditions.** In addition to all other covenants, agreements and conditions herein, construction, use, maintenance and repair of each pathway by the City and members of the public within or affecting the Ditch Company's ditches and associated property shall be performed in accordance with the conditions listed below.

a. The City shall be permitted to make the pathways available to the public without charge for recreational uses as contemplated by Idaho Code section 36-1604. The authorized uses of the pathways are limited to walking, jogging, and riding bicycles or other human-powered vehicles or devices. Authorized uses shall not include, hunting, or any use of motorized vehicles except for necessary access by law enforcement personnel or for construction, maintenance or repair work by the City of the pathway, landscaping, and related improvements or by the Ditch Company for Ditch Company purposes, or for access by handicapped persons with motorized wheelchairs or comparable equipment for access by handicapped persons. The authorized uses of the pathways may be expanded in certain circumstances depending upon the space constraints and the operation, maintenance and safety issues for a specific ditch and associated property. Such additional authorized uses shall be included in the license agreement executed pursuant to this Master Agreement.

b. The City shall enforce its anti-littering ordinances, provide waste receptacles, and take other reasonable actions within its authority to prevent litter, trash or other material to gather or be deposited on or along pathways authorized pursuant to this Master Agreement.

c. The City shall do the following to ensure that the permitted public uses of pathways do not interfere with the Ditch Company's ditches and associated property and the Ditch Company's access, operation, maintenance, cleaning and repair of its ditches and associated property:

i. The City shall prepare and install readily visible signs at pathway entrances or other appropriate locations along each pathway advising the public: that the pathway is located within the Ditch Company's associated property by the Ditch Company's consent; that the primary use of the associated property is for the Ditch Company's access, operation, maintenance, repair and cleaning of the Ditch Company's ditch and associated property; that users of the pathway must yield to Ditch Company personnel engaged in Ditch Company activities; that swimming, wading, boating and any other activity in Ditch Company ditches or within the inside slopes of Ditch Company ditch banks is prohibited; that public use of motor vehicles or equipment on the pathway is prohibited; that the pathway may be closed from time to time upon request of the Ditch Company; of any City ordinances which apply to public use of the pathway; the permitted hours of use of the pathway; and that persistent violations of any of these rules may result in temporary suspension of use of the pathway.

ii. The City shall take appropriate action and exercise best efforts to protect the safety of the members of the public who use the City's pathways, ensure that members of the public comply with the terms of this Master Agreement, agreements executed pursuant to this Master Agreement, and any City ordinance regarding activity on City pathways, prevent interference with the Ditch Company's use, operation, and maintenance of the Ditch Company's ditches and associated property, and prevent members of the public using City pathways from swimming, wading, boating, or conducting any other activity within the inside slopes of the Ditch Company's ditch banks. This Master Agreement shall not prevent the Ditch Company from enforcing any prohibition against unauthorized use of the Ditch Company's ditches and associated property.

d. If requested by the Ditch Company for a specific pathway, the City shall construct obstructions to unauthorized vehicles and equipment on each pathway and in a manner that will prevent access to the Ditch Company's ditches and associated property.

e. The City shall be allowed to use any pathway 1/2 hour before sunrise and 1/2 hour after sunset, on any day unless otherwise stated in each license agreement executed pursuant to this Master Agreement.

7. **Not a Public Dedication.** Except for the permission to construct and maintain the facilities contained in license agreements executed pursuant to this Master Agreement, nothing contained herein or in such agreements shall be deemed to constitute a gift or dedication of any portion of the Ditch Company's ditches and associated property to the general public or for the benefit of the general public or for any public purpose whatsoever, and nothing contained herein shall be deemed to provide that any facility shall be used for any other purpose than as stated herein and in agreements executed pursuant hereto, it being the intention of the parties that this Agreement and any further agreements will be strictly limited to and for the purposes expressed herein. The parties shall be permitted, from time to time, to take whatever reasonable action it or they deem necessary to prevent any portion of the Ditch Company's ditches and associated property from being dedicated or taken for public use or benefit.

8. **Relocation.** If desired by the Ditch Company, any facility within or affecting the Ditch Company's ditches and associated property may be relocated in a functionally similar manner. Such relocation shall be with the prior written approval of the City, which approval

shall not be unreasonably withheld. The costs of such relocation shall be borne by the Ditch Company.

9. **Indemnification**. To the extent permitted by law, the City agrees to indemnify, hold harmless and defend the Ditch Company, the Ditch Company's directors, officers, employees, agents, contractors, partners and the heirs, personal representatives, successors, and assigns of each of them (hereinafter collectively referred to as "Ditch Company" for purposes of the City's covenants to indemnify) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from: the terms and performance of this Agreement and any agreement executed hereunder; the City's construction, use, operation, or maintenance of facility and related facilities within and affecting the Ditch Company's ditches and associated property; or the use of such facility by any third party or member of the public. The provisions of this section establish duties between the City and the Ditch Company only, and this Agreement does not intend nor does it provide that this duty is owed to any other entity and/or person, and specifically this section does not extend these duties to the public beyond the provisions of Idaho Code Section 36-1604, which are incorporated herein by this reference.

a. The Ditch Company shall continue to be responsible for the operation, maintenance, repair and cleaning of its property, ditches and irrigation works, including, but not limited to, those duties, obligations and responsibilities provided by Idaho law. The City agrees that the Ditch Company shall not be liable for any injury or damages which may occur to any pathway or facility installed by the City in the reasonable exercise of the rights of the Ditch Company in the course of the Ditch Company's access, use, operation, maintenance, repair and cleaning of its property, ditches and irrigation works.

10. **Piping or Relocation by the City**. This Master Agreement and any license agreement executed pursuant to this Master Agreement pertain only to the City's construction and installation of facilities for the purposes and in the manner described herein. The City shall not change the location of the Ditch Company's ditches, bury the Ditch Company's ditches in pipe, or otherwise alter the Ditch Company's ditches in any manner not described in this Master Agreement or any license agreement executed pursuant to this Master Agreement without first obtaining the written permission of the Ditch Company.

11. **Applicable Law and Jurisdiction Unaffected**. Neither the terms of this Master Agreement, nor any agreement executed hereunder, nor the parties exercise of any rights or performance of any obligations hereunder, shall be construed or asserted to extend the application of any such governmental requirements or the jurisdiction of any federal, state, or other agency or official to Ditch Company's ownership, operation, and maintenance of its ditches and associated property which did not apply prior to and without execution of this agreement.

a. By entering this Master Agreement the Ditch Company does not create, or exercise legal or other authority, either express or implied, to regulate, control, or prohibit the discharge or contribution of pollutants or contaminants to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.

b. By entering this Master Agreement, the Ditch Company does not assume any responsibility or liability for any impact upon or degradation of human health or safety or the environment resulting from any activity of the other party, including, but not limited to, the City's construction, operation, and maintenance of its facilities.

c. In the event Ditch Company is required to comply with any governmental requirements or is subject to the jurisdiction of any governmental agency as a result of authorizing the construction and maintenance of any facility over, across or into the Ditch Company's ditches and associated property, the City, if it is the cause of such governmental intervention, shall: (1) immediately cease such action; and (2) indemnify, hold harmless or defend or reimburse the Ditch Company for its costs and liabilities associated with the governmental requirements and intervention.

12. **Authorization From Servient Estate Owners Required.** The City acknowledges that the Ditch Company has no right or power to create rights in the City affecting the holders of title to property servient to the Ditch Company's easements. With respect to the Ditch Company's easements, the Ditch Company's commitments in this Master Agreement and the uses permitted by any agreement executed pursuant to this Master Agreement pertain only to the Ditch Company's rights as the owner of easements. Rights affecting fee title must be acquired from the holders of title to such property. Should the City fail to obtain such rights from the holder of title to property servient to an easement of the Ditch Company which is the subject of a license agreement executed pursuant to this Master Agreement, or should the rights obtained prove legally ineffectual, the City shall hold harmless, and to the extent permitted by law, indemnify and defend the Ditch Company from any claim by any party arising out of or related to such failure of rights.

13. **Water Rights.** The City acknowledges that the waters in the Ditch Company's ditches are fully appropriated for beneficial use, and that the water flows in the Ditch Company's ditches fluctuate based on demand, diversion and use of water. The City shall not attempt to divert or claim the right to diversion or maintenance of minimum stream flows of any water in any of the Ditch Company's ditches. The City shall not in any manner attempt to require the Ditch Company to maintain any flow of water in any of the Ditch Company's ditches.

14. **No Claims Created.** Nothing in this Master Agreement or any agreement executed or permit issued pursuant to this Master Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by either party hereto or any third party against either party hereto.

15. **Rights Nonexclusive.** This Master Agreement is entered subject to all rights previously acquired by third parties. The rights and privileges granted by this Master Agreement are nonexclusive and will not prohibit the Ditch Company or the City from entering into agreements with other parties.

16. **Assignment.** Neither this Master Agreement nor any agreement entered pursuant to this Master Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

17. **Attorneys Fees.** Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this Master Agreement or any agreement executed pursuant hereto, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of such provisions, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

18. **Dispute Resolution.** The parties agree to engage in mediation through a mutually acceptable mediator prior to institution of legal proceedings to resolve any issues pertaining to the provisions of this Master Agreement. The parties shall each pay fifty percent (50%) of all fees and costs charged by such mediator.

19. **Construction, Binding Effect.** This Master Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and shall be binding upon and inure to the benefit of the parties hereto and their respective successors. This Master Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this Master Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Master Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this Master Agreement.

20. **Headings.** The section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this Master Agreement, and are not intended to be aids in interpretation of any provision of the Master Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the Agreement.

21. **Notices.** Any and all notices, demands, consents and approvals required pursuant to this Master Agreement shall be hand delivered, sent by mail postage prepaid, return receipt requested, or by email addressed to the parties as follows:

Middleton Mill Ditch Company and  
Middleton Irrigation Association, Inc.  
P.O. Box 848  
Middleton, ID 83644

City of Star  
10769 W. State St.  
Star, ID 83669  
Email: staridaho@staridaho.org

With a copies to:

S. Bryce Farris  
1101 W. River Street, Suite 110  
Boise, ID 83702  
E-mail: bryce@sawtoothlaw.com

City Attorney  
Chris Yorgason  
Yorgason Law Offices, PLLC  
6200 N. Meeker Place  
Boise, ID 83713  
E-mail: chris@yorgasonlaw.com

IN WITNESS WHEREOF, the Ditch Company has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the City has hereunto caused its municipal name to be subscribed and its seal to be affixed by its officers first thereunto duly authorized by resolution of its City Council, all as of the day and year herein first above written.

**MIDDLETON IRRIGATION ASSOCIATION,  
INC.**

\_\_\_\_\_  
By \_\_\_\_\_  
Its Chairman

STATE OF IDAHO                     )  
   ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public in and for said state, personally appeared \_\_\_\_\_, known to me to be the Chairman of MIDDLETON IRRIGATION ASSOCIATION, INC., the ditch company that executed the foregoing instrument and acknowledged to me that such ditch company executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires \_\_\_\_\_

**MIDDLETON MILL DITCH COMPANY**

By \_\_\_\_\_  
Its Board Member

STATE OF IDAHO                    )  
  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public in and for said state, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of MIDDLETON MILL DITCH COMPANY, the Ditch Company that executed the foregoing instrument and acknowledged to me that such Ditch Company executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires \_\_\_\_\_

**THE CITY OF STAR**

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

ATTEST:

\_\_\_\_\_  
Jacob Qualls, City Clerk

STATE OF IDAHO                    )  
  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public in and for said State, personally appeared Trevor A. Chadwick, known to me to be the Mayor, and Jacob Qualls, the City Clerk, respectively, of the CITY OF STAR, the political subdivision and municipality that executed the foregoing instrument and acknowledged to me that such entity executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires \_\_\_\_\_

STATEWIDE COPIER AND PRINTER CONTRACT  
EQUIPMENT PLACEMENT FORM  
ITEMS IN BLUE ARE MANDATORY

Section 6, Item E.

PO Date:7/27/2023

Agency:City of Star

Agency Contact:

Street / PO Box:10769 West State Street

City, Zip:Star, 83669

Agency PO #

No PO Required

Dealer:Fisher's Technology

PADD #20200273

Delivery7Business Days ARO

A	Canon	DXC5840_DXC5850i	30	Day Warranty (Purchases Only)
Category	Brand	Model		
Lease				
Lease Period	# of Years		Yes	No
		Equip Maintenance	X	
(3, 4, 5 or 6 years)	5	Supplies Included	X	
For Purchased Equipment				
			Yes	No
		Equipment Maintenance		
		Supplies Included		

**Note:** **Monthly Lease Price** INCLUDES equipment maintenance below - Supplies are ONLY included in per impression charge.

**Note:** **Monthly Price** for PURCHASED machines with maintenance includes lubrication, cleaning, routine & preventive maintenance, travel, labor and materials including all replacement parts. Does not include supplies.

**Note:** **Impression Charge** for PURCHASED machines with maintenance includes all additional service over and above that covered in the Monthly Charge agreement, and all supplies except paper; does not include after hours service.

Copier / Printer Location:City of Star

City, State, Zip10769 West State Street

Agency Contact:

Anticipated Delivery Date:		LEASE		PURCHASE		
EQUIPMENT AND ACCESSORIES		Equipment Service Only	Equip Service w/ Supplies		Equipment Service Only	Equip Service w/ Supplies
Equipment / Option Description	Product Code	Monthly Lease Price	(per Impression Charge)	Purchase Price	Monthly Price	(per Impression Charge)
Canon DXC5840i - Rec		\$ 108.20	.005 B&W	\$	\$	/ea
Staple Finisher			.050 Color	\$	\$	/ea
Buffer Pass Unit				\$	\$	/ea
Cabinet Type				\$	\$	/ea
				\$	\$	/ea
Canon DXC5850i - City Hall		\$ 148.04		\$	\$	/ea
High Capacity Cassette				\$	\$	/ea
Staple Finisher				\$	\$	/ea
Buffer Pass Unit				\$	\$	/ea
Super G3 Fax Board				\$	\$	/ea
				\$	\$	/ea
				\$	\$	/ea
				\$	\$	/ea
				\$	\$	/ea
				\$	\$	/ea
				\$	\$	/ea
				\$	\$	/ea
Total for Equipment & Accessories/Options		\$ 256.24		\$	\$	/ea

Special Instructions:MASTER AGREEMENT # 140595 PADD # 20200273

Include Pricing for end of life HarddriveRemit to: Canon Financial Services 14904 Collection Center Dr. Chicago, IL 60693 C/O Fisher's Technology

destruction or erasure.CPC Rate is zero base service & supplies pricing. All supplies included except paper or staples.

This order is placed pursuant to the Master Agreement executed by and between the Contractor and the State of Colorado, and PADD's as executed by the Division of Purchasing and the Contractor. By signing below the agency agrees to the terms and conditions contained therein.

(Agency Authorized Signature)

Date

The Dealer/Manufacturer shall send One (1) complete copy of this Equipment Placement Form to the Division of Purchasing. Email to purchasing@adm.idaho.gov when issued.



Contract Acknowledgement in lieu of Purchase Order

I, \_\_\_\_\_, as an authorized agent of City of Star am making  
*(Purchasing Agent Name)* *(Agency Name)*  
the attached ***purchase / lease / rental*** as specified in agreement PADD20200273 under the  
*(circle procurement type)* *(Purchase Agreement Number)*  
terms and conditions of State/Association Contract Number 140595.  
*(State/Association Contract Number)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date