

**CITY COUNCIL REGULAR MEETING AGENDA**

City Hall - 10769 W State Street, Star, Idaho  
Tuesday, December 20, 2022 at 7:00 PM

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

1. **CALL TO ORDER** – Welcome/Pledge of Allegiance
2. **INVOCATION** – Tim Nay – LifeSpring Church
3. **ROLL CALL**
4. **PRESENTATIONS**
  - A. **Star Police Department Report** - Police Chief Zach Hessing
5. **CONSENT AGENDA (ACTION ITEM)** *\*All matters listed within the Consent Agenda have been distributed to each member of the Star City Council for reading and study, they are considered to be routine and will be enacted by one motion of the Consent Agenda or placed on the Regular Agenda by request.*
  - A. **Approval of Minutes:** November 21, 2022
  - B. **Approval of Claims:** Provided & Previously Approved
  - C. **Findings of Fact:** Gary & Teri Oppen Annexation (**FILES: AZ-22-14 / DA-22-15**)
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. **FY2020/2021 Audit Presentation / Acceptance** - Accepting Audit as presented for Fiscal Year Ending September 30, 2021 (**ACTION ITEM**)
  - B. **FY2020/2021 Audit Adjusting Entries** - Approving Audit Adjusting Entries for Fiscal Year Ending September 30, 2021 (**ACTION ITEM**)
  - C. **FY2021/2022 Audit Engagement** - Approval of Audit Engagement for Fiscal Year Ending September 30, 2022 (**ACTION ITEM**)
  - D. **Ordinance 375-2022 & Development Agreement: Madenford Subdivision** - 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 CHARLES MADENFORD FAMILY TRUST; 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**)
  - E. **Ordinance 376-2022 & Development Agreement: Travis 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 2351 N. BRANDON ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL S0405325500) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY TRAVIS F. CHESLEY; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-1-DA) OF APPROXIMATELY 5.01 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**)
  - F. **New Alcoholic Beverage License Approval / Dickey's BBQ** - Provisionally approve a Beer, Wine & Liquor By the Drink License (**ACTION ITEM**)
  - G. **New Alcoholic Beverage License Approval / Taphouse Eatery & Pub** - Provisionally approve a Beer, Wine & Liquor By the Drink License (**ACTION ITEM**)
  - H. **Request for Qualifications** - Request for Qualifications for Construction Engineering Inspection (CE&I) for the State Highway 44 Bent Lane to Star Road Improvement Project. Request is for engineering firms to provide qualifications for construction support during the construction of State Highway 44 Improvements. (**ACTION ITEM**)
7. **PUBLIC HEARINGS with ACTION ITEMS:** (The Council may move to approve, approve with conditions, delay, deny or table the application(s) to a date certain in the future)

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.



## CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho  
Tuesday, December 20, 2022 at 7:00 PM

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- A. PUBLIC HEARING: First Interstate Bank (FILE: CUP-22-08)** - The Applicant is seeking approval of a Conditional Use Permit to construct a drive-thru within a new bank facility. The property is located at 10615 W. State Street in Star, Idaho, and consists of .67 acres. **(ACTION ITEM)**

### 8. ADJOURNMENT



## CITY COUNCIL REGULAR MEETING AGENDA

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

### **Land Use Public Hearing Process**

Public signs up to speak at the public hearing

Mayor Opens the Public Hearing

Mayor asks council if there is any Ex Parte Contact

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

Council can ask the applicant questions and staff questions

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

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

Applicant rebuttal (**10 minutes**)

Council can ask the applicant and staff questions

Mayor closes the public hearing

Council deliberates

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

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

Thank you for your participation.

Mayor Trevor Chadwick



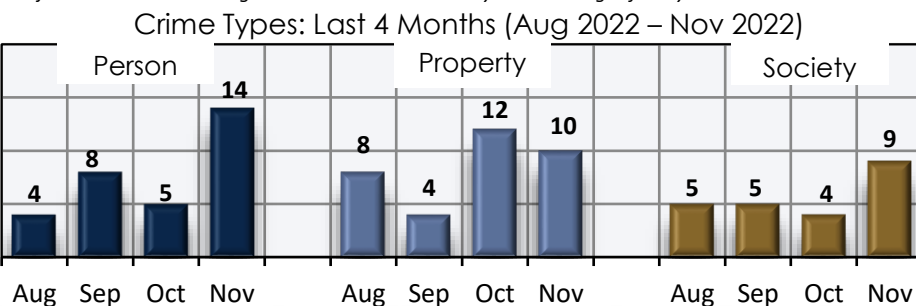
# NOVEMBER 2022 POLICE REPORT

(Released December 16, 2022)

Section 4, Item A.

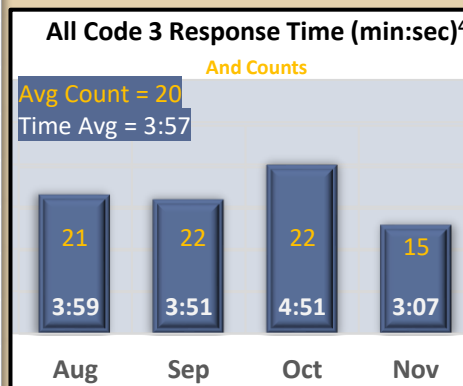
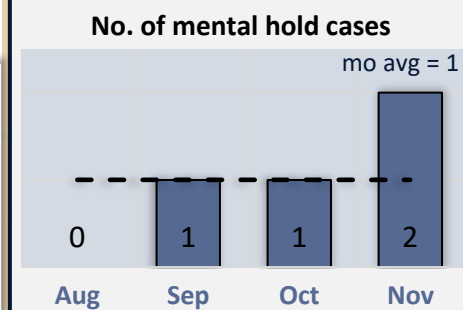
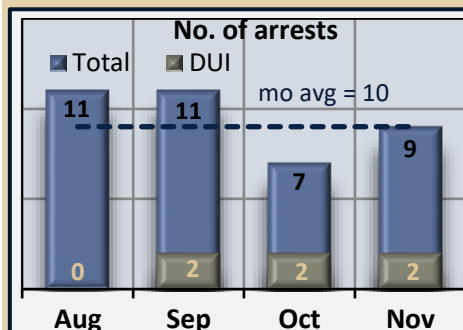
Offense Reported <sup>1</sup>	2022			Previous Years		
	Nov	YTD	Projected Range*	2021	2020	2019
<b>Crimes (#)</b>	<b>33</b>	<b>233</b>	<b>245-277</b>	<b>185</b>	<b>209</b>	<b>186</b>
Person	14	102		74	60	54
Property	10	79		59	99	94
Society	9	52		52	50	38
<b>Case Type/ Pop (#/1000 population)</b>			<b>16.1-18.2</b>	<b>13.8</b>	<b>18.8</b>	<b>16.9</b>

\*Projected 2022 Crimes Range is based on Jan-June and year % averages from years 2019-2022.



Police Calls Activity <sup>2</sup>	Monthly Average <sup>3</sup>	Aug-22	Sep-22	Oct-22	Nov-22	Nov-21
Citizen Calls for Service (CFS)	310	326	314	329	270	234
Proactive Policing	1,063	1,129	1,061	862	1,201	590
<b>Selected Call types</b>						
Domestic Violence	7	8	8	5	6	3
Crisis/MentalHealth <sup>5</sup>	7	3	9	8	9	1
Juvenile Activity	10	8	8	12	12	12
School Checks	57	71	52	38	65	47
Traffic Stops	229	172	237	172	333	135
Location Checks <sup>6</sup>	379	410	362	337	408	167
Crash Response	32	27	38	31	30	25
Welfare Checks	22	21	27	22	16	20
Property Crime Calls <sup>7</sup>	20	17	17	25	20	9

- ### Case Report Types
- **Person Crimes** = murder, manslaughter, rape/sodomy, assault, intimidation and kidnapping offenses
  - **Property Crimes** = robbery, burglary, larceny/theft, arson, destruction of property, counterfeiting, fraud, embezzlement, blackmail and stolen property offenses
  - **Society Crimes** = drugs/narcotics, gambling, pornography, prostitution and weapons law violations



<sup>1</sup>Offense Reports are compiled from NIBRS RMS. <sup>2</sup>Police Call data reflects calls within the City of Star and all dispatched calls with a Star Deputy. <sup>3</sup>Monthly averages are based on identified 2022 months. <sup>4</sup>Code 3 calls - Represents ALL incidents that are routed at Priority 3, where Priority 3 calls require an immediate emergency response. <sup>5</sup>Calls are for Crisis Holds, Suicidal Subject and CIT calls. <sup>6</sup>Location Checks include Construction Site, Property, and Security checks. <sup>7</sup>Property Crime Calls include calls for theft, vandalism, burglary, and fraud.





## CITY COUNCIL SPECIAL MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho  
Monday, November 21, 2022 at 6:45 PM

### 1. CALL TO ORDER – Welcome/Pledge of Allegiance

Mayor Chadwick called the meeting to order at 6:45pm

### 2. ROLL CALL

Elected Officials Present: David Hershey, Kevan Wheelock, Trevor Chadwick, Jennifer Salmonsens & Kevin Nielsen.

Staff Present: Assistant City Planner Ryan Field, City Attorney Chris Yorgason, Special Counsel Andrea Nielsen and Special Counsel Kelsy Briggs.

### 3. ACTION ITEMS:

- A. **Executive Session 74-206 (f):** To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- Council President David Hershey moved to go into Executive Session under Idaho Code 74-206(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated; Council Member Kevin Nielsen seconded the motion. **ROLL CALL VOTE:** Council President David Hershey – aye; Council Member Kevan Wheelock – aye; Council Member Salmonsens – aye; Council Member Kevin Nielsen – aye. Motion carried.

All present entered executive session at 6:46 pm.

All present exited executive session at 7:02 pm.

No actions were taken after the executive session.

### 3. ADJOURNMENT

Mayor Chadwick adjourned the Special City Council Meeting at 7:03 pm.

ATTEST: \_\_\_\_\_

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

\_\_\_\_\_  
Jacob M Qualls, City Clerk - Treasurer

\* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
1324	21187S	1263 BI-MART 689		3,829.91						
		FOR TELEVISIONS FOR THE NEW POLICE STATION - JMAC								
1	12/12/22	7 - 65" TELEVISIONS SAMSUNG		3,149.93			10 800 45110	744		10110
2	12/12/22	55" & 40" TELEVISION		679.98			10 800 45110	744		10110
		<b>Total for Vendor:</b>		<b>3,829.91</b>						
1316	21160S	159 CANYON COUNTY CLERK		100.00						
1	Novemb2022	12/07/22 Prosecution Services		100.00			10 42110	322		10110
		<b>Total for Vendor:</b>		<b>100.00</b>						
1303	21161S	160 CANYON HIGHWAY DISTRICT NO. 4.		3,301.74						
		FY 2022 Property Tax Remittance								
1	11/01/22	November 2021		355.07			10 41510	732		10110
2	12/01/22	December 2021		1,534.60			10 41510	732		10110
3	01/01/22	January 2022		135.12			10 41510	732		10110
4	02/01/22	February 2022		579.79			10 41510	732		10110
5	03/01/22	March 2022		69.44			10 41510	732		10110
6	04/01/22	April 2022		11.74			10 41510	732		10110
7	05/01/22	May 2022		603.72			10 41510	732		10110
8	06/01/22	June 2022		218.48			10 41510	732		10110
9	07/01/22	July 2022		12.26			10 41510	732		10110
10	06/01/22	June 2022 Paid		-218.48			10 41510	732		10110
		<b>Total for Vendor:</b>		<b>3,301.74</b>						
1309	21162S	1261 CARTER COMFORT SYSTEMS		6,656.00						
		Work for the Star Police Station								
1	Q2367	12/07/22 Star Police Station Remodel		6,656.00			10 800 45110	741		10110
		<b>Total for Vendor:</b>		<b>6,656.00</b>						
1313	21163S	184 CINTAS		213.74						
1	4138950969	11/30/22 Riverhouse Mat Cleaning		60.50			10 41540	344		10110
2	4138950940	11/30/22 City Hall Mat Cleaning		46.37			10 41540	344		10110
3	4139550578	12/06/22 Riverhouse Mat Cleaning		60.50			10 41540	344		10110
4	4139550559	12/06/22 City Hall Mat Cleaning		46.37			10 41540	344		10110
		<b>Total for Vendor:</b>		<b>213.74</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
1314	21164S	190	CLEARFLY	231.21								
1	INV472442	12/01/22	Telephone Services	231.21			10		41810	416		10110
			<b>Total for Vendor:</b>	<b>231.21</b>								
1318	21165S	231	DANA PARTTRIDGE	2,655.00								
1	12/09/22	Services Week of November 28		1,425.00			10		41140	351		10110
2	12/09/22	Services Week of December 5		1,230.00			10		41140	351		10110
			<b>Total for Vendor:</b>	<b>2,655.00</b>								
1315	21166S	302	FATBEAM, LLC	1,640.50								
1	30591	12/01/22	Monthly Gigabit Fiber Optic	1,350.00			10		41810	419		10110
2	30591	12/01/22	Monthly Maintenance Fiber	250.00			10		41810	419		10110
3	30591	12/01/22	Property Surcharge	40.50			10		41810	419		10110
			<b>Total for Vendor:</b>	<b>1,640.50</b>								
1305	21167S	331	GEM STATE PAPER & SUPPLY	865.95								
1	3066747	12/07/22	Janitorial Supplies	829.71			10		41540	611		10110
2	3066779	12/07/22	Janitorial Supplies	36.24			10		41540	611		10110
			<b>Total for Vendor:</b>	<b>865.95</b>								
1298	21168S	399	IDAHO PRESS TRIBUNE	86.37								
1	28916	12/02/22	Legal/Pub Notice PH	86.37			10		41510	530		10110
			<b>Total for Vendor:</b>	<b>86.37</b>								
1322	21169S	1262	IDAHO SMART HOMES, LLC	20,295.00								
			For Police Remodel									
1	1463	12/09/22	Bullet Resistant Laminiate	20,295.00			10	800	45110	741		10110
			<b>Total for Vendor:</b>	<b>20,295.00</b>								
1297	21170S	1259	INTEGRITY HEATING AND AIR	455.00								
			Paid 36995489 MPR2022-867 and 36995508 MPR2022-867									
			Refunded 36995508 MPR2022-867									
1	12/06/22	Refund of Double Payment		455.00			10		41510	698		10110
			<b>Total for Vendor:</b>	<b>455.00</b>								

\* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
1306	21171S	421 INTERMOUNTAIN GAS COMPANY		850.63								
1	*30002	12/02/22 City Hall		440.71			10		41810	414		10110
2	*10001	12/02/22 B&G Shop-1310 N Little Camas		325.54			10		41540	414		10110
3	*30001	12/02/22 Outreach Building		84.38			10		41810	414		10110
		<b>Total for Vendor:</b>		<b>850.63</b>								
1304	21172S	515 KIM INGRAHAM		1,806.83								
1	Reimburse	09/09/22 Fit and Fall Trainer Refres		800.00			10		41810	560		10110
2	Reimburse	09/09/22 Travel		1,006.83			10		41810	550		10110
		<b>Total for Vendor:</b>		<b>1,806.83</b>								
1319	21173S	605 MERIDIAN TROPHY		95.70								
1	M1067816	12/01/22 Dodge Ball Trophy		15.95			10		44021	612		10110
2	M1137048	12/01/22 Dodge Ball Trophy		79.75			10		44021	612		10110
		<b>Total for Vendor:</b>		<b>95.70</b>								
1231	21174S	635 MOUNTAIN ALARM		80.00								
3	3185669	11/01/22 Fire Alarm Inspection		15.00			10		41810	344		10110
4	3185669	10/01/22 Fire Monitoring		32.50			10		41810	344		10110
5	3185668	10/01/22 Security Cellular Backup		13.00			10		41810	344		10110
6	3185668	10/01/22 Security Monitoring		19.50			10		41810	344		10110
		<b>Total for Vendor:</b>		<b>80.00</b>								
1311	21175S	683 PHONE WORKS		439.00								
1	26801	12/01/22 Quarterly Protection Plan		439.00			10		41810	416		10110
		<b>Total for Vendor:</b>		<b>439.00</b>								
1312	21176S	693 PROTECT YOUTH SPORTS		370.30								
1	1015087	12/01/22 Sports Programming		185.15			10		44021	355		10110
2	1015087	12/01/22 Recreation Programming		185.15			10		44022	355		10110
		<b>Total for Vendor:</b>		<b>370.30</b>								
1320	21177S	707 REPUBLIC SERVICES INC		847.92								
1	001282835	11/30/22 Hunters Creek Park		448.24			10		41540	411		10110
2	001282951	11/30/22 Star River Access 1000 S Ma		81.34			10		41540	411		10110
3	001282974	11/30/22 River Park 1000 S Main St		110.78			10		41540	411		10110

\* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	001283724	11/30/22 Star City Hall		121.24			10 41540	411		10110
8	001283772	11/30/22 Blake Haven Park		86.32			10 41540	411		10110
		<b>Total for Vendor:</b>		<b>847.92</b>						
1317	21178S	713 RIDLEY'S		300.00						
1	12/09/22	Riverhouse Rental Refund		300.00			10 41810	698		10110
		<b>Total for Vendor:</b>		<b>300.00</b>						
1323	21186S	794 SPARKLIGHT		719.00						
1	ACCT 2476	11/20/22 City of Star		341.00			10 41810	419		10110
2	ACCT 4171	11/20/22 City of Star Suite 100		109.91			10 41810	419		10110
3	ACCT 3712	11/20/22 Hunter's Creek Park		93.18			10 41540	419		10110
4	ACCT 3481	11/20/22 City Hall		174.91			10 41810	419		10110
		<b>Total for Vendor:</b>		<b>719.00</b>						
1302	21179S	837 SUBURBAN PROPANE.		21.85						
1	128106	11/22/22 Propane		9.26			10 41540	626		10110
2	128106	11/22/22 Transportation Surcharge		12.59			10 41540	626		10110
		<b>Total for Vendor:</b>		<b>21.85</b>						
1307	21180S	1250 SUMMIT WALL SYSTEMS, INC		2,776.72						
		Time and Material work for Star Police Station								
1	7534	11/11/22 T&M 9408		2,776.72			10 800 45110	741		10110
		<b>Total for Vendor:</b>		<b>2,776.72</b>						
1308	21181S	1260 THE CONCRETE CURE		12,917.40						
		Work for the Star Police Station								
1	1277	12/05/22 Star Police Station Remodel		12,917.40			10 800 45110	741		10110
		<b>Total for Vendor:</b>		<b>12,917.40</b>						
1310	21182S	898 TREASURE VALLEY COFFEE		146.00						
2	08651261	12/06/22 Bldg Maint Coffee, Cups		57.00			10 41540	611		10110
3	08651252	12/06/22 City Hall Coffee Tea Water		89.00			10 41810	611		10110
		<b>Total for Vendor:</b>		<b>146.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
1301	21183S		930 VALLEY WIDE COOP	2,844.28								
1	11/13/22 Credit			-53.82								10110
2	A54957 11/14/22 Fuel			1,102.19					10	41540	626	10110
4	A54958 11/14/22 Gas Credit Allowance			1,795.91					10	41540	626	10110
			<b>Total for Vendor:</b>	<b>2,844.28</b>								
1299	21184S		949 WESTERN RECORDS DESTRUCTION	60.00								
	Services from 11/01/22 - 11/30/22											
1	0615227 12/01/22 02-64 Gallon City of Star			60.00					10	41810	411	10110
			<b>Total for Vendor:</b>	<b>60.00</b>								
1300	21185S		962 XEROX	167.20								
	Meter Read from 10/21/22 to 11/21/22											
1	017676470 12/01/22 Black Prints			8.10					10	41810	742	10110
2	017676470 12/01/22 Color Prints			159.10					10	41810	742	10110
			<b>Total for Vendor:</b>	<b>167.20</b>								
			<b># of Claims</b>	<b>28</b>					<b># of Vendors</b>	<b>28</b>		
									<b>64,773.25</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. \*\*



Fund/Account	Amount
10 General	
10110 ICCU - GEN CHECKING #3766	\$64,773.25
<b>Total:</b>	<b>\$64,773.25</b>

**FINDINGS OF FACT AND CONCLUSIONS OF LAW  
GARY & TERI OPPER ANNEXATION  
AZ-22-14/DA-22-15**

The above-entitled Annexation and Development Agreement application came before the Star City Council for their action on December 6, 2022, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

**Procedural History:**

*A. Project Summary:*

The Applicant is seeking approval of Annexation and Zoning (RUT to R-1-DA), and a Development Agreement. The property is located at 3130 N. Can Ada Road in Star, Idaho, and consists of 5.0 acres. The subject property is generally located on the east side of N. Can Ada Road, north of W. New Hope Road. Ada County Parcel No's. R7284770800 & S0406223100.

*B. Application Submittal:*

A neighborhood meeting was held on August 16, 2022, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on October 11, 2022.

*C. Notice of Public Hearing:*

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on November 12, 2022. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on October 16, 2022. Notice was sent to agencies having jurisdiction in the City of Star on October 11, 2022. The property was posted in accordance with the Star Unified Development Code on November 24, 2022.

*D. History of Previous Actions:*

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

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

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

F. *Development Features.*

**ANNEXATION & REZONE:**

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

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

**DEVELOPMENT AGREEMENT**

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

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

H. *On-Site Features:*

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

I. *Agencies Responding:*

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

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

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

No public comments have been received.

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

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Estate Rural Residential:

Suitable primarily for single family residential use. Densities in this land use area are a maximum of 2 dwelling units per acre. Densities not exceeding 1 to 2 units per acre are to be encouraged in areas of the floodplain, ridgeline developable areas, hillside developable areas, and where new residential lots are proposed immediately adjacent to existing residential lots of greater than one acre where those existing larger lots are not likely to be subdivided in the future. Clustering is allowed to preserve open space.

### 8.3 Goal:

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

### 8.4 Objectives:

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

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

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

### 8.5.9 Additional Land Use Component Policies:

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

### 18.4 Implementation Policies:

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

Unified Development Code:**8-1B-1: ANNEXATION AND ZONING; REZONE:****B. Standards:**

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

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

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



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

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

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

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

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

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

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

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

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

Notes:

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

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

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

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

*Some of the prime objectives of the Comprehensive Plan include:*

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

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

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

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

*housing types that can be accommodated within the density range. Council finds that this request is consistent with the statement.*

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

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

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

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

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

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

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

- a. A public hearing on the application was heard by the City Council on December 6, 2022, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.

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

- Gary Oppen, Applicant
- Sue Drayton

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

None

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

The Council reviewed the particular facts and circumstances of this proposed annexation application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report, and discussions on the development. Review and discussion included access, sidewalks and ITD Proportionate Shares. The Council placed conditions of approval on the application. Council concluded that the Applicant's request, as conditioned, meets the requirements for annexation. Council hereby

incorporates the staff report dated December 6, 2022 into the official decision as part of these Findings of Fact, Conclusions of Law.

**Statement of Compliance:**

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

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

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

**Council Decision:**

The Council voted 3-0 to approve the Annexation and Development Agreement on December 20, 2022.

Dated this 20th day of December 2022.

Star, Idaho

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

ATTEST:

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

**CITY OF STAR, IDAHO**

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Report on Audited  
Basic  
Financial Statements  
and  
Supplemental Information

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For the Year Ended September 30, 2021

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**ZWYGART JOHN**

CERTIFIED PUBLIC ACCOUNTANTS

Zwygart John & Associates CPAs, PLLC

16130 North Merchant Way, Suite 120 ♦ Nampa, Idaho 83687

Phone: 208-459-4649 ♦ FAX: 208-229-0404

Section 6, Item A.

## **Independent Auditor's Report**

Honorable Mayor  
and City Council  
Star, Idaho

### **Report on the Audit of the Financial Statements**

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund of the City of Star, Idaho (the City), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental and each major fund of the City of Star, Idaho, as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of City of Star and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Star's ability to continue as a going concern for one year after the date that the financial statements are issued

## ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Star, Idaho's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Star, Idaho's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, schedule of the City's proportionate share of Net Pension Liability, and the schedule of City contributions on pages 24 through 27 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which

consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Star, Idaho's basic financial statements. The supplemental information is presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental information was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental information is fairly stated in all material respects in relation to the basic financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2022 on our consideration of the City of Star, Idaho's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Star, Idaho's internal control over financial reporting and compliance

*Zwygart John & Associates, CPAs PLLC*

Nampa, Idaho  
December 5, 2022

**City of Star, Idaho**  
**Statement of Net Position**  
**September 30, 2021**

	<u>Governmental Activities</u>
<b>Assets</b>	
Current Assets:	
Cash and Cash Equivalents	\$ 10,666,675
Receivables, Net:	
Property Taxes	22,286
Accounts	216,284
Interest	270
Other Receivables	25,973
Due From Other Governments	328,537
Prepaid Expenses	13,555
Noncurrent Assets:	
Net Pension Asset	5,362
Capital Assets:	
Land and Construction in Progress	2,127,483
Building, Net	1,842,608
Furniture, Fixtures, and Equipment, Net	122,940
Improvements, Net	2,768,579
Total Capital Assets	<u>6,861,610</u>
Total Assets	<u>18,140,552</u>
<b>Deferred Outflows</b>	
Pension Related Items	90,670
Total Deferred Outflows	<u>90,670</u>
<b>Liabilities</b>	
Current Liabilities:	
Accounts Payable and Other Current Liabilities	114,978
Total Liabilities	<u>114,978</u>
<b>Deferred Inflows</b>	
Pension Related Items	171,517
Total Deferred Inflows	<u>171,517</u>
<b>Net Position</b>	
Invested in Capital Assets, Net of Related Debt	6,861,610
Unrestricted (Deficit) Surplus	11,083,117
Total Net Position	<u><u>\$ 17,944,727</u></u>

The accompanying notes are an integral  
part of the financial statements.

**City of Star, Idaho**  
**Statement of Activities**  
For the Year Ended September 30, 2021

		Program Revenues			Net (Expense)
		Charges for	Operating	Capital	Revenue and
		Services and	Grants and	Grants and	Changes in
	Expenses	Sales	Contributions	Contributions	Net Position -
					Governmental
					Activities
<b>Primary Government:</b>					
Governmental Activities:					
General Administrative	\$ 6,875,846	\$ 6,525,257	\$ 1,614,019	\$ -	\$ 1,263,430
Parks and Recreation	718,639	2,095,801	-	-	1,377,162
Police	1,169,411	-	-	-	(1,169,411)
Total Governmental Activities	<u>\$ 8,763,896</u>	<u>\$ 8,621,058</u>	<u>\$ 1,614,019</u>	<u>\$ -</u>	<u>1,471,181</u>
General Revenues:					
Property Taxes					1,546,436
State Sources					1,500,453
Other					50,454
Unrestricted Investment Earnings					<u>22,729</u>
Total General Revenues and Special Items					<u>3,120,072</u>
Change in Net Position					<u>4,591,253</u>
Net Position, Beginning of Year					<u>13,442,298</u>
Prior Period Adjustment					<u>(88,824)</u>
Net Position, Beginning of Year					<u>13,353,474</u>
Net Position, End of Year					<u>\$ 17,944,727</u>

The accompanying notes are an integral part of the financial statements.



**City of Star, Idaho**  
**Balance Sheet -**  
**Governmental Funds**  
**September 30, 2021**

	General	Park Impact Fees	Total Governmental Funds
<b>Assets</b>			
Cash and Cash Equivalents	\$ 8,728,355	\$ 1,938,320	\$ 10,666,675
Receivables, Net:			
Property Taxes	22,286	-	22,286
Accounts	216,284	-	216,284
Interest	270	-	270
Other Receivables	25,973	-	25,973
Due From Other Governments	328,537	-	328,537
Prepaid Expenses	13,555	-	13,555
Total Assets	<u>\$ 9,335,260</u>	<u>\$ 1,938,320</u>	<u>\$ 11,273,580</u>
<b>Liabilities</b>			
Accounts Payable	\$ 114,978	\$ -	\$ 114,978
Total Liabilities	<u>114,978</u>	<u>-</u>	<u>114,978</u>
<b>Deferred Inflows</b>			
Unearned Revenue - Property Taxes	20,391	-	20,391
Total Deferred Inflows	<u>20,391</u>	<u>-</u>	<u>20,391</u>
<b>Fund Balances</b>			
Nonspendable:			
Prepaid Items	13,555	-	13,555
Assigned	8,707	-	8,707
Unassigned	9,177,629	1,938,320	11,115,949
Total Fund Balance	<u>9,199,891</u>	<u>1,938,320</u>	<u>11,138,211</u>
Total Liabilities, Deferred Inflows, and Fund Balances	<u>\$ 9,335,260</u>	<u>\$ 1,938,320</u>	<u>\$ 11,273,580</u>

The accompanying notes are an integral  
part of the financial statements.

City of Star, Idaho  
Reconciliation of the Balance Sheet of the  
Governmental Funds to the Statement of Net Position  
September 30, 2021

Total Fund Balances - Governmental Funds \$ 11,138,211

Amounts reported for governmental activities in the Statement of Net Position are different because of the following:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in governmental funds. Those assets consist of:

Land and Construction in Progress	\$ 2,127,483	
Buildings, Net of \$761,622 Accum. Depr.	1,842,608	
Furniture, Fixtures, and Equip., Net of \$279,211 Accum. Depr.	122,940	
Improvements, Net of \$1,043,203 Accum. Depr.	<u>2,768,579</u>	
		6,861,610

Property taxes receivable will be collected this year, but are not available soon enough to pay for current period's expenditures and, therefore, are deferred in the funds. 20,391

The District participates in the Public Employer Retirement System of Idaho, which is a cost-sharing plan. As a participant they are required to report their share of the Net Pension Liability and the related deferred inflows and outflows on their Statement of Net Position.

Net Pension Liability	\$ 5,362	
Pension Related Deferred Inflows	(171,517)	
Pension Related Deferred Outflows	<u>90,670</u>	
		<u>(75,485)</u>

Net Position of Governmental Activities \$ 17,944,727

The accompanying notes are an integral  
part of the financial statements.

**City of Star, Idaho**  
Statement of Revenues, Expenditures, and  
Changes in Fund Balances - Government Funds  
For the Year Ended September 30, 2021

	General	Park Impact Fees	Total Governmental Funds
<b>Revenues</b>			
Property Taxes	\$ 1,543,372	\$ -	\$ 1,543,372
Charges for Services	3,817,087	-	3,817,087
Fees	3,252,121	1,551,850	4,803,971
Intergovernmental	1,500,453	-	1,500,453
Grants and Contributions	1,614,019	-	1,614,019
Interest Income	22,729	-	22,729
Other	50,454	-	50,454
Total Revenues	<u>11,800,235</u>	<u>1,551,850</u>	<u>13,352,085</u>
<b>Expenditures</b>			
Current:			
General Administrative	6,187,923	-	6,187,923
Parks and Recreation	225,986	1,573,844	1,799,830
Police	1,169,411	-	1,169,411
Capital Outlay	513,499	-	513,499
Total Expenditures	<u>8,096,819</u>	<u>1,573,844</u>	<u>9,670,663</u>
Net Change in Fund Balances	<u>3,703,416</u>	<u>(21,994)</u>	<u>3,681,422</u>
Fund Balances - Beginning, Previous	5,585,299	1,960,314	7,545,613
Prior Period Adjustment	(88,824)	-	(88,824)
Fund Balances - Beginning	<u>5,496,475</u>	<u>1,960,314</u>	<u>7,456,789</u>
Fund Balances - Ending	<u>\$ 9,199,891</u>	<u>\$ 1,938,320</u>	<u>\$ 11,138,211</u>

The accompanying notes are an integral  
part of the financial statements.

**City of Star, Idaho**  
Reconciliation of the Statement of Revenues, Expenditures,  
and Changes in Fund Balances of the Governmental Funds  
to the Statement of Activities  
For the Year Ended September 30, 2021

Total Net Change in Fund Balances - Governmental Funds \$ 3,681,422

Amounts reported for governmental activities in the Statement of Activities are different because of the following:

Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their useful lives as depreciation expense. In the current period these amounts are:

Capital Outlay	\$ 1,246,727	
Depreciation Expense	<u>(264,475)</u>	
Net		982,252

Because some property taxes will not be collected for several months after the City's fiscal year ends, they are not considered as "available" revenues in the governmental funds and are, instead, counted as deferred tax revenues. They are, however, recorded as revenues in the Statement of Activities. 3,064

The District participates in the Public Employee Retirement System of Idaho, which is a cost-sharing plan. As a participant they are required to report their share of the Net Pension Liability and the related deferred inflows and outflows on their Statement of net Position. The changes in the Net Pension Liability and the related deferred inflows and outflows does not affect the governmental funds, but are reported in the Statement of Activities. (75,485)

Change in Net Position of Governmental Activities \$ 4,591,253

The accompanying notes are an integral part of the financial statements.

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1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The accompanying financial statements present the activities of City of Star, Idaho (the City). The City receives funding from local, state, and federal government sources and must comply with all of the requirements of these funding source entities. However, the City is not included in any other governmental reporting entity as defined by generally accepted accounting principles. Board members are elected by the public and have decision-making authority, the power to designate management, the ability to significantly influence operations, and the primary accountability for fiscal matters. In addition, the City's reporting entity does not contain any component units as defined in Governmental Accounting Standards.

B. Basis of Presentation, Basis of Accounting

Basis of Presentation

*Government-wide Statements:* The Statement of Net Position and the Statement of Activities display information about the financial activities of the City, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the City's governmental activities.

- Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.
- Indirect expenses - expenses of the general government related to the administration and support of the City's programs, such as personnel and accounting (but not interest on long-term debt) - are allocated to programs based on their percentage of total primary government expenses. Interest expenses are allocated to the programs that manage the capital assets financed with long-term debt.
- Program revenues include (a) charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes and state formula aid, are presented as general revenues.

**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

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Section 6, Item A.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

*Fund Financial Statements:* The fund financial statements provide information about the City's funds. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds would be aggregated and reported as nonmajor funds. However, the City only has two funds which are both major funds.

The City reports the following major governmental funds:

- *General fund.* This is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.
- *Park Impact Fee fund.* This fund accounts for impact fees collected for the city's parks.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if they are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, and claims and judgments, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term liabilities and acquisitions under capital leases are reported as other financing sources.

Property Tax Calendar

The City levies its real property taxes through the county in September of each year based upon the assessed valuation as of the previous July 1. Property taxes are due in two installments on December 20 and June 20 and are considered

**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

Section 6, Item A.

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delinquent on January 1 and July 1, at which time the property is subject to lien.

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Fund Balance Reporting in Governmental Funds

Different measurement focuses and bases of accounting are used in the government-wide Statement of Net Position and in the governmental fund Balance Sheet. The City uses the following fund balance categories in the governmental fund financial statements:

- *Nonspendable.* Balances of funds unavailable to be spent.
- *Assigned.* Funds assigned by management for specific purposes.
- *Unassigned.* Balances available for any purpose.

The remaining fund balance classifications (restricted, and committed) are either not applicable or no formal policy has yet been established to be able to utilize such classifications of fund balance. However, if there had been committed funds, these amounts would have been decided by the City Council, the City's highest level of decision-making authority, through a formal action. The City Council would also have the authority to assign funds or authorize another official to do so.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants, and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net assets/fund balance available to finance the program. When both restricted and unrestricted resources are available for use, it is the government's intent to use restricted resources first, then unrestricted resources as they are needed.

There is also no formal policy regarding the use of committed, assigned, or unassigned fund balances. However, it is the City's intent that when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts, and then unassigned amounts.

C. Assets and Liabilities

Cash Equivalents

The City requires all cash belonging to the City to be placed in custody of the Clerk. For presentation in the financial statements, investments in cash, external investment pool, and investments with an original maturity of three months or less at the time they are purchased by the City are considered to be cash equivalents. Investments with an initial maturity of more than three months are reported as investments. See Note 2.

**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

Section 6, Item A.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

All receivables are shown net of an allowance for uncollectible accounts. As of September 30, 2021, there is no allowance for bad debt.

Capital Assets

Capital assets are reported at actual or estimated historical cost based on appraisals or deflated current replacement cost. Contributed assets are reported at estimated fair value at the time received. Capitalization thresholds (the dollar value above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide statements are shown below:

	Capitalization <u>Policy</u>	Depreciation <u>Method</u>	Estimated <u>Useful Life</u>
Buildings and Improvements	\$1,000	Straight-Line	5 – 40 Years
Furniture, Fixtures, and Equip.	\$1,000	Straight-Line	5 – 15 Years

The City has elected not to report major general infrastructure assets retroactively. Also, the City does not report roads and highways. The infrastructure is maintained and owned by Ada County Highway District (ACHD), a taxing entity. The City has no control over ACHD. Depreciation is used to allocate the actual or estimated historical cost of all capital assets over their estimated useful lives.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Pensions

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.



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2. CASH AND INVESTMENTS

Deposits

As of September 30, 2021, the carrying amount of the City's deposits was \$7,522,422 and the respective bank balances totaled \$7,945,384. \$1,425,670 of the total bank balance was insured or collateralized with pooled securities held by the pledging institution in the name of the City.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned. As of September 30, 2021, \$1,425,670 of the City's deposits were covered by the federal depository insurance or by collateral held by the City's agent or pledging financial institution's trust department or agent in the name of the City, and \$6,519,714 were exposed to custodial credit risk. The City does not have a formal policy limiting its exposure to custodial credit risk. The City also had \$214 of cash on hand at the end of the year.

Custodial Credit Risk – Investments

Custodial credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City does not have a formal policy limiting its custodial credit risk for investments.

Interest Rate Risk

The City does not have a formal policy limiting investment maturities that would help manage its exposure to fair value losses from increasing interest rates.

Investments

The City voluntarily participates in the State of Idaho Investment Pool which is not rated. The pool is not registered with the Securities and Exchange Commission or any other regulatory body. Oversight of the pool is with the State Treasurer, and Idaho Code defines allowable investments. The fair value of the City's investment in the pool is the same as the value of the pool shares. The City follows Idaho Statute that outlines qualifying investment options as follows:

Idaho Code authorizes the City to invest any available funds in obligations issued or guaranteed by the United States Treasury, the State of Idaho, local Idaho municipalities and taxing districts, the Farm Credit System, or Idaho public corporations, as well as time deposit accounts and repurchase agreements.

**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

Section 6, Item A.

2. CASH AND INVESTMENTS (continued)

The City's investments at September 30, 2021, are summarized below:

Investment	Fair Value	Investment Maturities (in Years)	
		Less than 1	1 - 5
External Investment Pool	\$ 2,727,215	\$ 2,727,215	\$ -
Money Market	416,824	416,824	-
	<u>\$ 3,144,039</u>	<u>\$ 3,144,039</u>	<u>\$ -</u>

At year-end, the cash and investments were reported in the basic financial statements in the following categories:

	Governmental Activities
Cash and cash equivalents	\$ 7,522,636
Investments categorized as deposits	<u>3,144,039</u>
	<u>\$ 10,666,675</u>

3. DUE FROM OTHER GOVERNMENTAL UNITS

Amounts due from other governmental units (State of Idaho) consist of state revenue sharing of \$328,537.

4. EMPLOYEE BENEFITS

Vacation leave is granted to all regular City employees. In the event of termination, an employee is reimbursed for accumulated vacation leave. However, vacation leave does not accumulate beyond year-end. Employees must use it or lose it.

5. PROPERTY TAXES

The City receives tax revenue from Ada County and Canyon County. The County is responsible for property valuation and collection of tax levies. The taxes that have not been remitted to the City by the County as of September 30, 2021, are considered by the City as a receivable. Taxes not collected within 60 days after September 30, 2021, are not considered available for use by the City and are recorded as deferred revenue in the fund financial statements.

**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

Section 6, Item A.

## 6. CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2021, was as follows:

	Balance 9/30/2020	Additions	Disposals	Balance 9/30/2021
<b>Governmental Activities:</b>				
<b>Capital Assets Not Being Depreciated:</b>				
Land	\$ 1,609,411	\$ -	\$ -	\$ 1,609,411
Construction in Progress	<u>332,664</u>	<u>867,489</u>	<u>(682,081)</u>	<u>518,072</u>
Total Historical Cost	<u>1,942,075</u>	<u>867,489</u>	<u>(682,081)</u>	<u>2,127,483</u>
<b>Capital Assets Being Depreciated:</b>				
Buildings	2,604,230	-	-	2,604,230
Furniture, Fixtures, and Equip.	360,155	41,996	-	402,151
Improvements	<u>2,792,459</u>	<u>1,019,323</u>	-	<u>3,811,782</u>
Total Historical Cost	<u>5,756,844</u>	<u>1,061,319</u>	-	<u>6,818,163</u>
<b>Less: Accumulated Depreciation</b>				
Buildings	688,312	73,310	-	761,622
Furniture, Fixtures, and Equip.	227,877	51,334	-	279,211
Improvements	<u>903,372</u>	<u>139,831</u>	-	<u>1,043,203</u>
Total Acc. Depr.	<u>1,819,561</u>	<u>264,475</u>	-	<u>2,084,036</u>
Total Capital Assets Being Depreciated, Net	<u>3,937,283</u>	<u>796,844</u>	-	<u>4,734,127</u>
<b>Governmental Activities</b>				
Capital Assets – Net	<u><u>\$ 5,879,358</u></u>	<u><u>\$ 1,664,333</u></u>	<u><u>\$ (682,081)</u></u>	<u><u>\$ 6,861,610</u></u>

Depreciation expense was charged to the functions of the City as follows:

<b>Governmental Activities:</b>	
General Administrative	\$ 140,935
Parks	<u>123,540</u>
Total	<u><u>\$ 264,475</u></u>

## 7. RISK MANAGEMENT

The City is exposed to a considerable number of risks of loss including, but not limited to, a) damage to and loss of property and contents, b) employee torts, c) professional liabilities, i.e. errors and omissions, d) environmental damage, e) workers' compensation, i.e. employee injuries, and f) medical insurance costs of its employees. Commercial insurance policies are purchased to transfer the risk of loss for property and content damage, employee torts, and professional liabilities.

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8. PENSION PLAN

*Plan Description*

The City of Star, Idaho contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at [www.persi.idaho.gov](http://www.persi.idaho.gov).

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

*Pension Benefits*

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

*Member and Employer Contributions*

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

Section 6, Item A.

8. PENSION PLAN (continued)

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 74% for police and firefighters. As of June 30, 2021 it was 7.16% for general employees and 9.13% for police and firefighters. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.94% for general employees and 12.28% for police and firefighters. The City of Star, Idaho's contributions were \$51,476 for the year ended September 30, 2021.

*Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions*

At September 30, 2021, the City of Star, Idaho reported a liability (asset) for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of June 30, 2021, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City of Star, Idaho's proportion of the net pension liability (asset) was based on the City of Star, Idaho's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2021, the City of Star, Idaho's proportion was 0.0067886 percent.

For the year ended 2021September 30, 2021, the City of Star, Idaho recognized pension expense/(revenue) of \$126,962. At September 30, 2021, the City of Star, Idaho reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 7,899	\$ 3,116
Changes in assumptions or other inputs	61,544	-
Net difference between projected and actual earnings on pension plan investments	-	168,401
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions	-	-
City of Star, Idaho's contributions subsequent to the measurement date	21,227	-
Total	\$ 90,670	\$ 171,517

**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

Section 6, Item A.

8. PENSION PLAN (continued)

\$21,227 reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability (asset) in the year ending September 30, 2021.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2021, the beginning of the measurement period ended June 30, 2020, is 4.7 and 4.6 for measurement period June 30, 2021.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

<b>For the Year Ended September 30:</b>	<b>PERSI</b>
2022	\$ (2,784)
2023	(21,639)
2024	(18,910)
2025	(37,514)

*Actuarial Assumptions*

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability (asset) based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability (asset) in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases	3.05%
Salary inflation	3.05%
Investment rate of return	6.35 %, net of investment expense
Cost-of-living	1%

8. PENSION PLAN (continued)

*Contributing Members, Service Retirement Members, and Beneficiaries*

- General Employees and All Beneficiaries – Males-2010 General Tables, increased 11%
- General Employees and All Beneficiaries – Females Pub-2010 General Tables, increased 21%
- Teachers – Males Pub-2010 Teacher Tables, increased 12%
- Teachers – Females Pub-2010 Teacher Tables, increased 21%
- Fire & Police – Males Pub-2010 Safety Tables, increased 21%
- Fire & Police – Females Pub-2010 Safety Tables, increased 26%
- Disabled Members – Males Pub-2010 Disabled Tables, increase 38%
- Disabled Members – Females Pub-2010 Disabled Tables, increased 36%

An experience study was performed for the period July 1, 2015 through June 30, 2020 which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability (Asset) as of June 30, 2021 is based on the results of an actuarial valuation date of July 1, 2021.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets.

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of 2021.

**City of Star, Idaho**  
**Notes to Financial Statements**  
**For the Year Ended September 30, 2021**

Section 6, Item A.

8. PENSION PLAN (continued)

Asset Class		Target Allocation	Long-Term Expected Nominal Rate of Return (Arithmetic)	Long-Term Expected Real Rate of Return (Arithmetic)
Core Fixed Income	Barclays Aggregate	30.00%	1.80%	-0.20%
Broad US Equities	Wilshire 5000/Russell 300	55.00%	8.00%	6.00%
Developed Foreign Equities	MSCI EAFE/World ex US	15.00%	8.25%	6.25%
Assumed Inflation - Mean			2.00%	2.00%
Assumed Inflation - Standard Deviation			1.50%	1.50%
Portfolio Arithmetic Mean Return			6.18%	4.18%
Portfolio Standard Deviation			12.29%	12.29%
Portfolio Long-Term (Geometric) Expected Rate of Return			5.55%	3.46%
Assumed Investment Expenses			0.40%	0.40%
Portfolio Long-Term (Geometric) Expected Rate of Return, Net of Investment Expenses			5.15%	3.06%

*Discount Rate*

The discount rate used to measure the total pension liability (asset) was 6.35%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset). The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

*Sensitivity of the Employer's proportionate share of the net pension liability to changes in the discount rate.*

The following presents the Employer's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.35 percent, as well as what the Employer's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35 percent) or 1-percentage-point higher (7.35 percent) than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
Employer's proportionate share of the net pension liability (asset)	\$ 186,377	\$ (5,362)	\$ (162,534)



**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

Section 6, Item A.

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8. PENSION PLAN (continued)

*Pension plan fiduciary net position*

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at [www.persi.idaho.gov](http://www.persi.idaho.gov).

9. DEFERRED COMPENSATION PLAN (457)

Permanent employees of the City may participate in a deferred compensation plan adopted under the provisions of Internal Revenue Code Section 457 (Deferred Compensation Plans with Respect to Service for State and Local Governments).

Employees are eligible for the 457 plan after six months of employment at which time the City will contribute \$375 per month per full time employee and part-time employees \$188. Under the plan, employees may elect to defer a portion of their salaries and avoid paying taxes on the deferred portion until withdrawal at a later date. The deferred compensation amount is not available for withdrawal by employees until termination, retirement, death, or unforeseeable emergency.

The City has no liability for losses under the plan but it does have the obligation of due care in selecting the third-party administrator. The deferred compensation plan is administered by The Hartford, an unrelated organization. City of Star, Idaho's employer contributions paid were \$30,000 for the year ended September 30, 2021.

10. COUNCIL DESIGNATIONS

The City has set aside a scholarship fund of \$8,707 for local students.

11. OTHER COMMITMENTS

The City has credit cards with credit limits totaling \$23,500 of which, \$7,973 was in use as of September 30, 2021.

**City of Star, Idaho**  
Notes to Financial Statements  
For the Year Ended September 30, 2021

Section 6, Item A.

12. RESTATEMENT

In the prior year, receivables were overstated which caused Fund Balance and Net Position to be overstated.

	<u>Governmental Funds</u>
Fund Balance, Beginning - As Previously Stated	\$ 7,545,613
Decrease Due To Overstatement of Receivables	<u>(88,824)</u>
Fund Balance, Beginning - Restated	<u><u>\$ 7,456,789</u></u>
	<u>Governmental Activities</u>
Net Position, Beginning - As Previously Stated	\$ 13,442,298
Decrease Due To Overstatement of Receivables	<u>(88,824)</u>
Net Position, Beginning - Restated	<u><u>\$ 13,353,474</u></u>

**REQUIRED SUPPLEMENTARY INFORMATION**

**City of Star, Idaho**  
 Budgetary (GAAP Basis) Comparison Schedule  
 General Fund  
 For the Year Ended September 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance
<b>Revenues</b>				
Property Taxes	\$ 1,483,413	\$ 1,483,413	\$ 1,543,372	\$ 59,959
Charges for Services	1,066,500	1,066,500	3,817,087	2,750,587
Fees	1,382,051	1,382,051	3,252,121	1,870,070
Intergovernmental	857,212	857,212	1,500,453	643,241
Grants and Contributions	14,500	14,500	1,614,019	1,599,519
Interest Income	1,000	1,000	22,729	21,729
Other	13,000	13,000	50,454	37,454
Total Revenues	<u>4,817,676</u>	<u>4,817,676</u>	<u>11,800,235</u>	<u>6,982,559</u>
<b>Expenditures</b>				
Current:				
General Administrative	3,210,474	3,210,474	6,187,923	(2,977,449)
Parks and Recreation	325,288	325,288	225,986	99,302
Police	1,169,411	1,169,411	1,169,411	-
Capital Outlay	987,503	987,503	513,499	474,004
Total Expenditures	<u>5,692,676</u>	<u>5,692,676</u>	<u>8,096,819</u>	<u>(2,404,143)</u>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	(875,000)	(875,000)	3,703,416	4,578,416
<b>Other Financing Resources (Uses)</b>				
Transfers In	711,250	711,250	-	711,250
Transfers Out	400,000	400,000	-	400,000
Total Other Financing Resources (Uses)	<u>311,250</u>	<u>311,250</u>	<u>-</u>	<u>311,250</u>
Change in Fund Balances	(563,750)	(563,750)	3,703,416	4,889,666
Fund Balances - Beginning, Previous Prior Period Adjustment	-	-	5,585,299	5,585,299
	-	-	(88,824)	(88,824)
Fund Balances - Beginning	-	-	5,496,475	5,496,475
Fund Balances - Ending	<u>\$ (563,750)</u>	<u>\$ (563,750)</u>	<u>\$ 9,199,891</u>	<u>\$ 10,386,141</u>

**City of Star, Idaho**  
 Budgetary (GAAP Basis) Comparison Schedule  
 Park Impact Fee Fund  
 For the Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance
	Original	Final		
<b>Revenues</b>				
Fees	\$ 563,750	\$ 563,750	\$ 1,551,850	\$ 988,100
Total Revenues	<u>563,750</u>	<u>563,750</u>	<u>1,551,850</u>	<u>988,100</u>
<b>Expenditures</b>				
Current:				
Parks and Recreation	-	-	1,573,844	(1,573,844)
Total Expenditures	<u>-</u>	<u>-</u>	<u>1,573,844</u>	<u>(1,573,844)</u>
Change in Fund Balances	563,750	563,750	(21,994)	(585,744)
Fund Balances - Beginning	-	-	1,960,314	1,960,314
Fund Balances - Ending	<u>\$ 563,750</u>	<u>\$ 563,750</u>	<u>\$ 1,938,320</u>	<u>\$ 1,374,570</u>

**City of Star, Idaho**  
Notes to Required Supplementary Information  
For the Year Ended September 30, 2021

Section 6, Item A.

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1. BUDGETS AND BUDGETARY ACCOUNTING

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Prior to September 1, the City Clerk and City Council prepare a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- B. Public hearings are conducted at the City Council meetings to obtain taxpayer comments.
- C. Prior to October 1, the budget is legally enacted through passage of an ordinance.
- D. The City is authorized to transfer budgeted amounts between departments within any fund; however, no revision can be made to increase the overall tax supported funds except when federal or state grants are approved. The City, however, must follow the same budgetary procedures as they followed when the original budget was approved.
- E. Formal budgetary integration is employed as a management control device during the year for the General fund.
- F. Expenditures may not legally exceed budgeted appropriations at the fund level. The City does not use the encumbrance method of accounting.

2. EXPENDITURES IN EXCESS OF APPROPRIATIONS

The General Fund expenditures exceeded the budgeted appropriations by \$2,404,143.

The Park Impact Fee Fund expenditures exceeded the budgeted appropriations by \$1,573,844.

**City of Star, Idaho**  
Schedules of Required Supplemental Information  
Public Employees Retirement System of Idaho  
Last 10 - Fiscal Years\*

**Schedule of the City of Star's Share of Net Pension Liability (Asset)**

Year	City's proportion of the net pension liability (asset)	City's proportionate share of the net pension liability (asset)	City's covered-employee payroll	City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	Plan fiduciary net position as a percentage of the total pension liability (asset)
2021	0.0067886%	\$ (5,362)	\$ 431,125	-1.24%	100.36%

Data reported is measured as of June 30, 2021

**Schedule of the City of Star's Contributions**

Year	Contractually required contributions	Contributions in relation to the contractually required contributions	Contribution s deficiency (excess)	City's covered-employee payroll	Contributions as a percentage of covered-employee payroll
2021	\$ 51,476	\$ 51,476	-	\$ 431,125	11.94%

Data reported is measured as of September 30, 2021

\* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City of Star, Idaho will present information for those years for which information is available.

**SUPPLEMENTAL INFORMATION**



**City of Star, Idaho**  
Supplemental Schedule of Revenues by Source -  
Budget and Actual - General Fund  
For the Year Ended September 30, 2021

	Budget	Actual	Variance
<b>Taxes</b>			
Property Taxes	\$ 1,483,413	\$ 1,543,372	\$ 59,959
Total	<u>1,483,413</u>	<u>1,543,372</u>	<u>59,959</u>
<b>Charges for Services</b>			
Building Inspection	710,000	1,927,175	1,217,175
Electrical Inspection	95,000	253,535	158,535
Plumbing Inspection	95,000	239,757	144,757
Mechanical Inspection	95,000	253,349	158,349
Planning and Zoning	66,000	1,112,623	1,046,623
Rental Income	5,500	30,648	25,148
Total Charges for Services	<u>1,066,500</u>	<u>3,817,087</u>	<u>2,750,587</u>
<b>Fees</b>			
Licenses and Fees	8,255	23,055	14,800
Parks and Recreations Fees	94,495	107,423	12,928
Franchise Fees	226,601	220,747	(5,854)
Star Fire Impact Fees	222,475	272,852	50,377
Park Impact Fees	-	436,528	436,528
Total Fees	<u>551,826</u>	<u>1,060,605</u>	<u>508,779</u>
<b>Intergovernmental</b>			
State Revenue Sharing	656,392	1,102,071	445,679
State Liquor Fees	93,320	122,076	28,756
State Sales Tax	-	434	434
Court Fines	7,500	5,079	(2,421)
Highway	100,000	270,793	170,793
Total Intergovernmental	<u>857,212</u>	<u>1,500,453</u>	<u>643,241</u>
<b>Grants and Contributions</b>			
Grants	11,000	1,597,575	1,586,575
Donations	1,000	10,750	9,750
Scholarships	2,500	5,694	3,194
Total Grants and Contributions	<u>14,500</u>	<u>1,614,019</u>	<u>1,599,519</u>
<b>Other</b>			
Interest Income	1,000	22,729	21,729
Miscellaneous	13,000	50,454	37,454
Total Other	<u>14,000</u>	<u>73,183</u>	<u>59,183</u>
Total Revenue	<u>\$ 3,987,451</u>	<u>\$ 9,608,719</u>	<u>\$ 5,621,268</u>

**City of Star, Idaho**  
Supplemental Schedule of Expenditures by Object of Expenditure -  
Budget and Actual - General Fund  
For the Year Ended September 30, 2021

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>General Administrative</b>			
Wages	\$ 577,386	\$ 644,566	\$ (67,180)
Council	57,600	65,473	(7,873)
Mayor	40,000	40,000	-
Taxes and Retirement	147,190	125,319	21,871
Insurance	28,139	21,828	6,311
Health Insurance	146,000	150,771	(4,771)
Bank Charges	593	1,142	(549)
Legal	95,900	91,181	4,719
Student Scholarships	25,000	6,832	18,168
Supplies	25,740	22,549	3,191
Resource Material	2,500	3,732	(1,232)
Postage	6,000	6,861	(861)
Public Relations	10,000	3,921	6,079
Professional Services	5,200	8,897	(3,697)
Advertising	9,750	6,837	2,913
Travel	3,000	692	2,308
Dues	37,921	40,792	(2,871)
Training	2,500	1,642	858
Telephone	-	(1,203)	1,203
Utilities	40,664	75,630	(34,966)
ACHD Impact Fee	830,225	2,186,218	(1,355,993)
Maintenance and Operations	371,553	861,071	(489,518)
Miscellaneous	41,138	89,766	(48,628)
Building Inspector	300,000	520,769	(220,769)
Electrical Inspector	57,000	152,000	(95,000)
Plumbing Inspector	57,000	140,655	(83,655)
Mechanical Inspector	57,000	158,681	(101,681)
Star Fire Impact Fees	216,975	748,483	(531,508)
Plans	18,500	12,818	5,682
	<u>3,210,474</u>	<u>6,187,923</u>	<u>(2,977,449)</u>

**City of Star, Idaho**  
Supplemental Schedule of Expenditures by Object of Expenditure -  
Budget and Actual - General Fund (continued)  
For the Year Ended September 30, 2021

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Parks and Recreation</b>			
Maintenance and Operations	86,780	44,273	42,507
Program	238,508	181,713	56,795
	<u>325,288</u>	<u>225,986</u>	<u>99,302</u>
<b>Police</b>	<u>\$ 1,169,411</u>	<u>\$ 1,169,411</u>	<u>\$ -</u>
<b>Capital Outlay</b>	<u>987,503</u>	<u>513,499</u>	<u>474,004</u>
<b>Total Expenditures</b>	<u><u>\$ 5,692,676</u></u>	<u><u>\$ 8,096,819</u></u>	<u><u>\$ (2,404,143)</u></u>

**FEDERAL REPORTS**



ZWYGART JOHN

CERTIFIED PUBLIC ACCOUNTANTS

Zwygart John & Associates CPAs, PLLC

16130 North Merchant Way, Suite 120 ♦ Nampa, Idaho 83687

Phone: 208-459-4649 ♦ FAX: 208-229-0404

Section 6, Item A.

**Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards***

Honorable Mayor and  
City Council  
Star, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the fund information of the City of Star, Idaho, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Star, Idaho's basic financial statements, and have issued our report thereon dated December 5, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City of Star, Idaho's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Star, Idaho's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Star, Idaho's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings as items 2021-001, that we consider to be material weaknesses.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Star, Idaho's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## City of Star's Response to Findings

The City of Star, Idaho's response to findings identified in our audit is described in the accompanying management's response to findings. The City of Star, Idaho's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Zwygart John & Associates, CPAs PLLC*

Nampa, Idaho  
December 5, 2022

**City of Star, Idaho**  
Schedule of Findings  
For the Year Ended September 30, 2021

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2021-001: Segregation of Duties

Conditions: While performing the audit it was noted the City Clerk recorded all cash transactions, reconciled the bank statements, and was a signer on the account.

Criteria: The City should have controls in place to segregate the duties of custody, recording, and issuing checks. If this is not possible, the City should put mitigating controls in place to reduce the risk by having transactions and bank statements reviewed and approved.

Effect: This increases the risk of a misstatement to go unnoticed or fail to be corrected in a timely manner, whether due to error or fraud.

Recommendations: The City should put procedures in place to make sure that all invoices, bank statements, and bank reconciliation are being reviewed, and signed, by a 2<sup>nd</sup> person, that does not input or reconcile transactions.

**City of Star, Idaho**  
Management's Response to Findings  
For the Year Ended September 30, 2021

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2021-001: Segregation of Duties

The City will put in procedures to make sure that all invoices, bank statements, and bank reconciliations are reviewed and approved by a 2<sup>nd</sup> person.

If there are any questions on management's response to findings please contact the City Clerk at (208)286-7247.



Client: 12050 - Star, City of  
Engagement: 12050 - 2021 Audit  
Period Ending: 9/30/2021

Account	Description	Debit	Credit
<b>Adjusting Journal Entries</b>			
<b>Adjusting Journal Entries JE # 2</b>			
AJE for transfer funds to Park Impact fund			
10-290.10	3900 -+ Net Assets	1,960,314.00	
20-100	Cash	1,960,314.00	
10-104	104 -+ FIB SWEEP CASH MGT ACCT #2325		1,960,314.00
20-290	Fund Balance		1,960,314.00
<b>Total</b>		<b>3,920,628.00</b>	<b>3,920,628.00</b>
<b>Adjusting Journal Entries JE # 3</b>			
Adjustment to tie fund balance			
10-290.10	3900 -+ Net Assets	3,419.00	
10-384	384 -+ Miscellaneous		3,419.00
<b>Total</b>		<b>3,419.00</b>	<b>3,419.00</b>
<b>Adjusting Journal Entries JE # 5</b>			
Adjustment of retirement liability and expense			
Pennies - \$90,694.49			
10-217.05	217.05 -+ Retirement	90,694.00	
10-416.30	416.30 -+ Public Retirement		90,694.00
<b>Total</b>		<b>90,694.00</b>	<b>90,694.00</b>
<b>Adjusting Journal Entries JE # 6</b>			
To adjust accrued interest to actual at 9/30			
10-361.10	361.10 -+ Interest	4,530.00	
10-135	135 -+ Interest Receivable		4,530.00
<b>Total</b>		<b>4,530.00</b>	<b>4,530.00</b>
<b>Adjusting Journal Entries JE # 7</b>			
To bring accounts payable to actual.			
10-344.10	344.10. -+ Annex-Zoning	14,287.00	
10-422.10	422.10 -+ Supplies	200.00	
10-429.20	429.20 -+ Beautification & Pathways	2,950.00	
10-431.10	431.10 -+ Ada Co. Highway District	54,928.00	
10-431.20	431.20 -+ Star Fire	12,994.00	
10-432.10	432.10 -+ Building Inspector	10,558.00	
10-432.30	432.30 -+ Electrical Inspector	3,965.00	
10-432.40	432.40 -+ Mechanical Inspector	3,600.00	
10-438.41	438.41 -+ Hand Tools	34.00	
10-200	2000 -+ Accounts Payable		103,516.00
<b>Total</b>		<b>103,516.00</b>	<b>103,516.00</b>
<b>Adjusting Journal Entries JE # 8</b>			
To adjust prepaids to actual at 9/30			
10-165	165 -+ Prepaid Expense	474.00	
10-419.4	419.40d -+ Insurance - 2019		474.00
<b>Total</b>		<b>474.00</b>	<b>474.00</b>
<b>Adjusting Journal Entries JE # 9</b>			
To adjust taxes receivable and deferred taxes to actual at 9/30			
10-310	310 -+ Property Tax	7,685.00	
10-105	105 -+ Tax Receivable		4,621.00
10-230	230 -+ Deferred Revenue		3,064.00
<b>Total</b>		<b>7,685.00</b>	<b>7,685.00</b>
<b>Adjusting Journal Entries JE # 11</b>			
To adjust other receivables - to actual for franchise fee receivable portion			
10-312.40	312.40 -+ Waste Mgmt.	20,282.00	
10-133	133 -+ Other Recievables		13,948.00
10-312.10	312.10 -+ Power		6,093.00
10-312.20	312.20 -+ Cable		241.00
<b>Total</b>		<b>20,282.00</b>	<b>20,282.00</b>
<b>Adjusting Journal Entries JE # 12</b>			
To adjust Due From Other Governments for prior period overstatement of the receivable for revenue sharing.			
10-290	290 -+. 00 Net Assets	88,824.00	
10-132	132 -+ Due from Other Gov.		88,824.00
<b>Total</b>		<b>88,824.00</b>	<b>88,824.00</b>

Adjusting Journal Entries JE # 13

To adjust due from other governments to actual at 9/30.

10-132	132 -+ Due from Other Gov.	181,809.00	
10-311.10	311.10 -+ Revenue Sharing		181,809.00
Total		<u>181,809.00</u>	<u>181,809.00</u>

Adjusting Journal Entries JE # 17

To move Park Impact fee expense into the park fund from the general fund

20-400	Park Impact Fee Expense	1,551,850.00	
10-436.10	436.10 -+ Blake Haven Park		838,739.00
10-436.20	436.20 -+ Hunters Creek		349,006.00
10-436.50	436.50 -+ 960 S. Main		364,105.00
Total		<u>1,551,850.00</u>	<u>1,551,850.00</u>



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Section 6, Item C.

December 10, 2022

City of Star  
The Mayor and City Council  
PO Box 130  
Star, Idaho 83669

The following represents our understanding of the services we will provide the City of Star.

You have requested that we audit the accompanying financial statements of the governmental activities, each major fund, and the remaining fund information of the City of Star as of September 30, 2022, and for the year then ended and the related notes, which collectively comprise the City of Star's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by *the Governmental Accounting Standards Board* (GASB), issued by the Comptroller General of the United States, require that included supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Required Supplementary Information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- GASB Required Supplementary Pension Information
- Budgetary Comparison

Supplementary information other than RSI will accompany the City of Star's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1) Combining Statements

## Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City of Star's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

## Management Responsibilities

Our audit will be conducted on the basis that *management and those charged with governance* acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

## Reporting

We will issue a written report upon completion of our audit of the City of Star's basic financial statements. Our report will be addressed to the governing body of the City of Star. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

We also will issue a written report on in accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

## Nonattest Services:

With respect to any nonattest services we perform, the City of Star's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. The services we will provide are:

- Help in preparation of the financial statements.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

**Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

**Fees and Timing**

Jordan Zwygart, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Zwygart John & Associates CPAs, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the City of Star's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices.
- Significant difficulties, encountered during the audit, if any.
- Uncorrected misstatements, other than those we believe are trivial, if any.
- Disagreements with management, if any.
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process.
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.
- Representations we requested from management.
- Management's consultations with other accountants, if any.
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Zwygart John & Associates CPAs, PLLC's and constitutes confidential information. However, we may be requested to make certain audit documentation available

to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Zwygart & John & Associates CPAs, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agency. The regulatory agency may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. We estimate that our fee for the audit will be \$7,000 and \$4,000 for the single audit.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Zwygart John & Associates CPAs, PLLC*

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth the understanding of the City of Star.

City of Star:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE NO. 375-2022**  
**(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 CHARLES MADENFORD FAMILY TRUST; 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. 303, adopted on March 3, 2020 and subsequently amended; and

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

WHEREAS, the Mayor and Council, held a public hearing on 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.



# EXHIBIT A

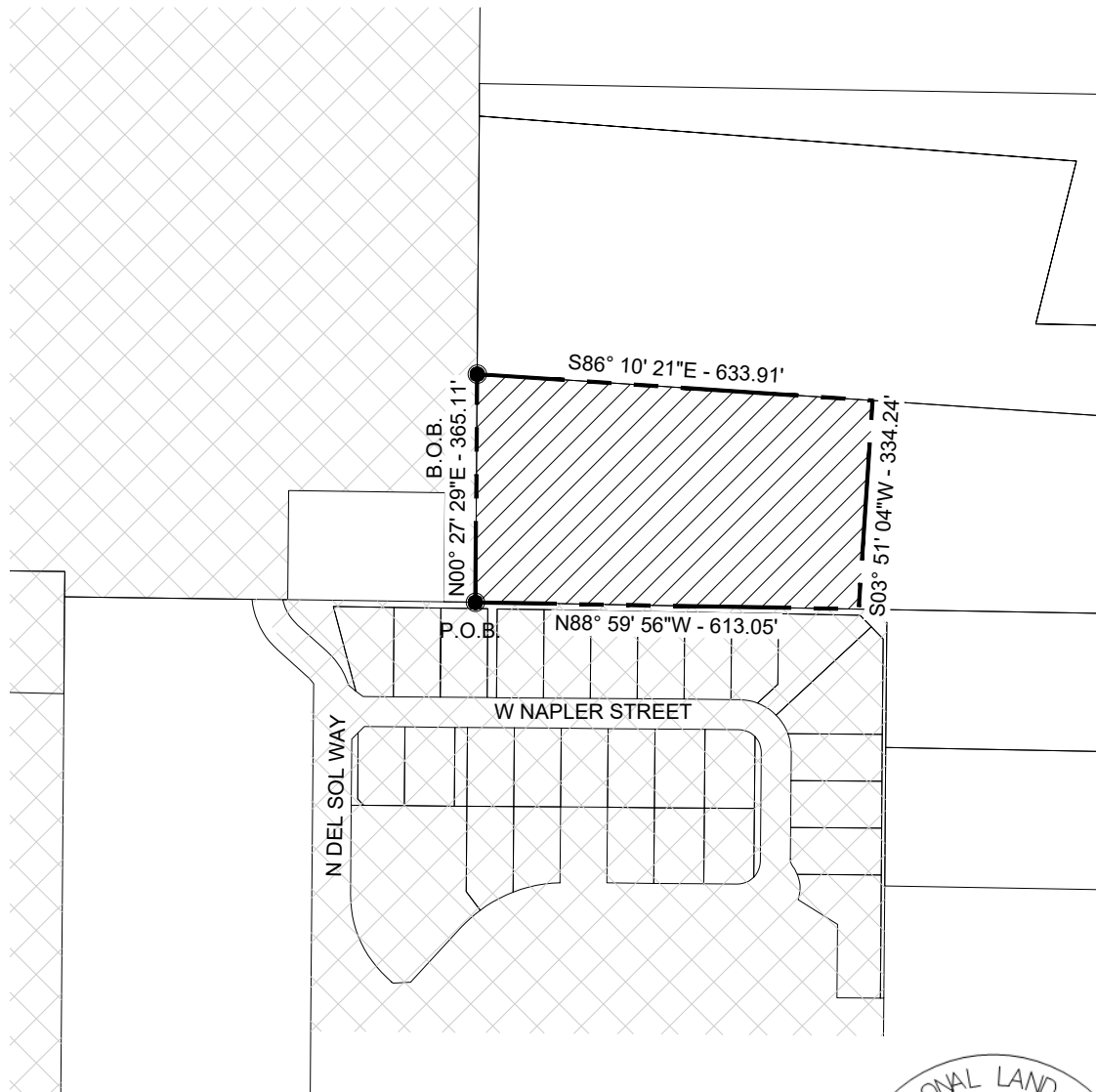
Section 6, Item D.

## ANNEXATION EXHIBIT B

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.

Scale 1" = 300'  
0 150' 300'

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



JOB No: R21132

**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 Charles Madenford Family Trust, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 5.0 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 375, 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: Charles Madenford Family Trust 11/17/2011  
Gary Alan Madenford, Trustee  
3605 N. Pollard Lane  
Star, Idaho 83669-6147

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

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

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

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

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

ATTEST:

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



OWNER:

Charles Madenford Family Trust 11/17/2011

By: Gary Alan Madenford  
Its: Trustee

STATE OF IDAHO )  
 ) ss.  
County of Ada)

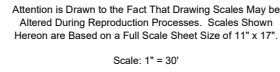
On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Gary Alan Madenford, known to me to be the Trustee for the Charles Madenford Family Trust, who subscribed his name to the foregoing instrument, and acknowledged to me that he 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

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



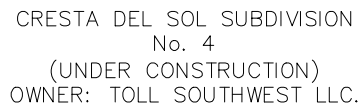
● SET 5/8" REBAR WITH PLASTIC CAP MARKED  
 LS 18350  
 ▲ FOUND MONUMENT AS NOTED  
 ○ CALCULATED POINT - NOTHING FOUND OR SET  
 B.O.B. BASIS OF BEARING  
 CP&F CORNER PERPETUATION AND FILING RECORD  
 ———— SUBJECT PARCEL  
 — — — — PROPERTY LINE  
 — — — — REFERENCE BOUNDARIES  
 - - - - - EASEMENT

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 (EXCLUDES PUBLIC STREET & OPEN SPACE)	4.26 DU/ACRE

## 1. WALKING PATHWAYS

## NOTES

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



W TRIDENT RIDGE COURT

2 N88° 59' 24"W - 613.0

CRESTA DEL SOL SUBDIVISION No.  
(UNDER CONSTRUCTION)  
OWNER: TOLL SOUTHWEST, LLC.

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

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

1.0

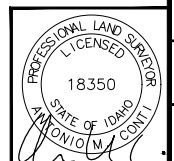
78

Section 6, Item D.

**ACKERMAN  
ESTVOLD**



7661 West Riverside Drive, Ste. 102 · Garden City,  
208.953.6470 · [www.ackerman-estvold.com](http://www.ackerman-estvold.com)  
Minot, ND | Fargo, ND | Williston, ND | Boise, ID



**ORDINANCE NO. 376-2022**  
**(TRAVIS 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 2351 N. BRANDON ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL S0405325500) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY TRAVIS F. CHESLEY; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-1-DA) OF APPROXIMATELY 5.01 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Mayor and Council, held a public hearing on October 18, 2022 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential with a Development Agreement (R-1-DA) pursuant to the Unified Development Code of the City of Star.

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

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

Section 2: The real property, described in the attached “Exhibit A”, including adjacent right of way, situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners

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

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-1-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Residential with a Development Agreement (R-1-DA) land use classification.

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

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

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

CITY OF STAR  
Ada and Canyon County, Idaho

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

ATTEST:

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

# EXHIBIT A



**TEALEY'S LAND  
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise  
(208) 385-0636  
Fax (208) 385-0696

Section 6, Item E.

Project No.: 5010  
Date: August 5, 2022

## **DESCRIPTION** **FOR** **TRAVIS CHESLEY** **ANNEXATION PARCEL**

A parcel of land being the North 1/2 of the North 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4 of Section 5, T.4N., R.1W., B.M., City of Star, Ada County, Idaho, and more particularly described as follows:

COMMENCING at the West 1/4 corner of said Section 5, marked by an aluminum cap; thence along the East-West center of section line of said Section 5

South 88°59'03" East 658.70 feet to the Northwest corner of said North 1/2 of the North 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4 which point is the **POINT OF BEGINNING**, marked by a 5/8" iron pin; thence continuing

South 88°59'03" East 658.70 to the Northeast corner of said North 1/2 of the North 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4 which point is on the centerline of North Brandon Road, marked by a 5/8" iron pin; thence along the East line of said North 1/2 of the North 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4 and said centerline

South 00°54'03" West 331.46 feet to the Southeast corner of said North 1/2 of the North 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4, marked by a 5/8" iron pin; thence the South line of said North 1/2 of the North 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4

North 88°58'09" West 658.82 feet to the Southwest corner of said North 1/2 of the North 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4, marked by a 5/8" iron pin; thence along the West line of said North 1/2 of the North 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4

North 00°55'17" East 331.29 feet to the **POINT OF BEGINNING**

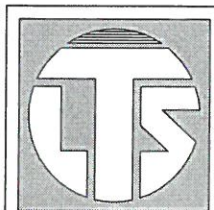
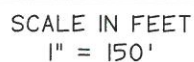
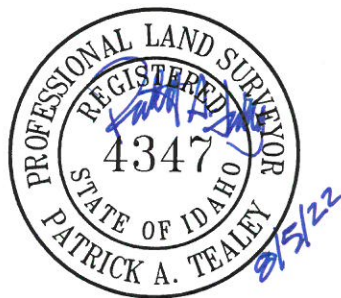
**Said Parcel Contains 218,295 Square Feet (5.011 Acres), more or less.**





*Section 6, Item E.*

THE N 1/2 N 1/2 E 1/2 NW 1/4 SW 1/4  
SECT. 5, T.4N., R.1W.,  
STAR, ADA COUNTY, IDAHO



208-385-0636

## **DEVELOPMENT AGREEMENT TRAVIS CHESLEY ANNEXATION**

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

WHEREAS, Owner owns parcels of land of approximately 5.01 acres in size, currently located within Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 376, which is attached hereto and incorporated by reference herein (the "Property");

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

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

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

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

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

WHEREAS, a Request for Annexation and Zoning of the Property to R-1-DA was made as File No. AZ-22-05/DA-22-10, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances, which applications were approved;

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

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

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

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

**2.1 Development Acreage and Uses Permitted.** As to the Property described on **Exhibit A**, Owner is allowed to develop the 5.01 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be a R-1-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

**2.2 Uses.** The Property is hereby approved for a maximum of 1 dwelling unit per acre. Any additional density shall require submittal and approval of a rezone application.

**2.3 Setbacks.** Future development shall comply with the standard setbacks for the R-1 zone that are in place at the time of building permit.

**2.4 Additional Requirements:**

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

**2.5 Proportionate Share Agreement for ITD Improvements.** Owner 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 Owner shall pay \$1,000.00, per new residential building permit, a traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Owner will pay the City \$1,000.00 at the time of issuance of the building permit for a new dwelling. The City will allocate the funds to roadway improvements in the vicinity of the project. The Owner shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.



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

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

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

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

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

**Section 6. Assignment and Transfer.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Owner. Each commitment

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

**Section 7. General Matters.**

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

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

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

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

Star:	City of Star Attn: City Clerk P.O. Box 130 Star, ID 83669
Owner:	Travis F. Chesley 2351 N. Brandon Road Star, Idaho 83669

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

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

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

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

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

ATTEST:

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

OWNER:

\_\_\_\_\_  
Travis F. Chesley

STATE OF IDAHO )  
                          ) ss.  
County of Ada)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Travis F. Chesley, known or identified to me to be the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.

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

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

**APPLICATION FOR BEER, WINE, LIQUOR LICENSE****Renewal** ☐**New Application** ☒Business Name: Star BBQ LLCPhysical address of license location: 10580 W State StreetCity: Star State: Idaho Zip: 83669

Assessor's Parcel Number(s): \_\_\_\_\_ Zoning District: \_\_\_\_\_

Applicant Name: Include partnership or association members, Board members or stockholders:

Jeremy KolbachMailing Address: 889 N Finsburg WayApplicant Telephone: 626 222 4696 Fax: \_\_\_\_\_Applicant EMAIL Address: Jeremy.Kolbach@yahoo.com

List any convictions of any laws of the State of Idaho, or the United States, or licensing City within three (3) years immediately preceding the date of filing the application, regulating governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages or intoxicating liquors. Within said time has the applicant(s), partners or members suffered the forfeiture of a bond for failure to appear to answer to charges of any such violation? NA

List any convictions of any felony, or withheld judgment granted following adjudication of guilty of a felony, or fines paid or sentence completed therefore, within five (5) years from the date of this application: NA

Has the applicant(s), partners, or members had an alcoholic beverage license or liquor license revoked within the last three (3) years?

Yes \_\_\_\_\_ No X Date Revoked: \_\_\_\_\_

LICENSE TYPE:	FEES (PER YEAR):	FEE:
Beer consumed on premises <input checked="" type="checkbox"/>	\$200.00	<u>200</u>
Beer consumed off premises <input checked="" type="checkbox"/>	50.00	<u>50</u>
Wine consumed on premises <input checked="" type="checkbox"/>	200.00	<u>200</u>
Wine consumed off premises <input checked="" type="checkbox"/>	50.00	<u>50</u>
Liquor <input checked="" type="checkbox"/>	562.50	<u>562.50</u>
	Total Fee Paid	<u>\$ 1062.50</u>



## APPLICATION FOR BEER, WINE, LIQUOR LICENSE

All applications are required to submit the following:

Applicant (✓)	Description	Staff (✓)
<input type="checkbox"/>	Completed and signed Liquor License Application	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Fees Paid	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Copy of State of Idaho Alcohol Beverage License	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Copy of Ada / Canyon County Alcohol Beverage License	<input type="checkbox"/>
<input type="checkbox"/>	Copy of approval letter from the Star Fire District	<input type="checkbox"/>
<input type="checkbox"/>	Copy of floor plan approved by the State of Idaho showing areas in which alcohol will be served	<input checked="" type="checkbox"/>

**Note:** Per Idaho Code 23-913, no license shall be issued for any premises in any neighborhood which is predominantly residential or within three-hundred feet (300') of any public school, Church, or any other place of worship. (Star City Code 8-5-3-8B)

State of Idaho

County of Ada

\_\_\_\_\_ being first duly sworn, deposes and says that (he/she/they) is/are the owner of the business making the above and foregoing application, and makes the statements therein contained for the purpose of securing a license to sell alcoholic beverages within the corporate limits of the City of Star, and that (he/she/they) has/have read the above and foregoing application, knows the contents and the facts therein stated are true and (he/she/they) has/have read and is familiar with the City of Star ordinances pertaining to this application.

Signature of Applicant

Date

12/2/22

SUBSCRIBED AND SWORN BEFORE ME this 2<sup>nd</sup> day of December, 2022.

NOTARY PUBLIC in and for the State of Idaho

Residing: STAR - Wake

Expiration date: 11/05/2024



### OFFICE USE ONLY

Police Dept. Approval: \_\_\_\_\_

City Clerk Approval: \_\_\_\_\_

Star License No: \_\_\_\_\_

Fire Dept. Approval: \_\_\_\_\_

Council Approval: \_\_\_\_\_

Date License Issued: \_\_\_\_\_

# Idaho State Police

Premises No.: 1A-33957  
Incorporated City

## Retail Alcohol Beverage License

License Year: 2023  
License Number: 33957

*This is to certify, that* Star BBQ LLC  
*doing business as:* Dickey's Barbeque Pit

*is licensed to sell alcoholic beverages as stated below at:*  
10580 West State Street, Star, Ada County

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

County and city licenses are also required in order to operate.

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Kegs to go	No	
Growlers	Yes	<u>\$0.00</u>
Restaurant	Yes	<u>\$0.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	

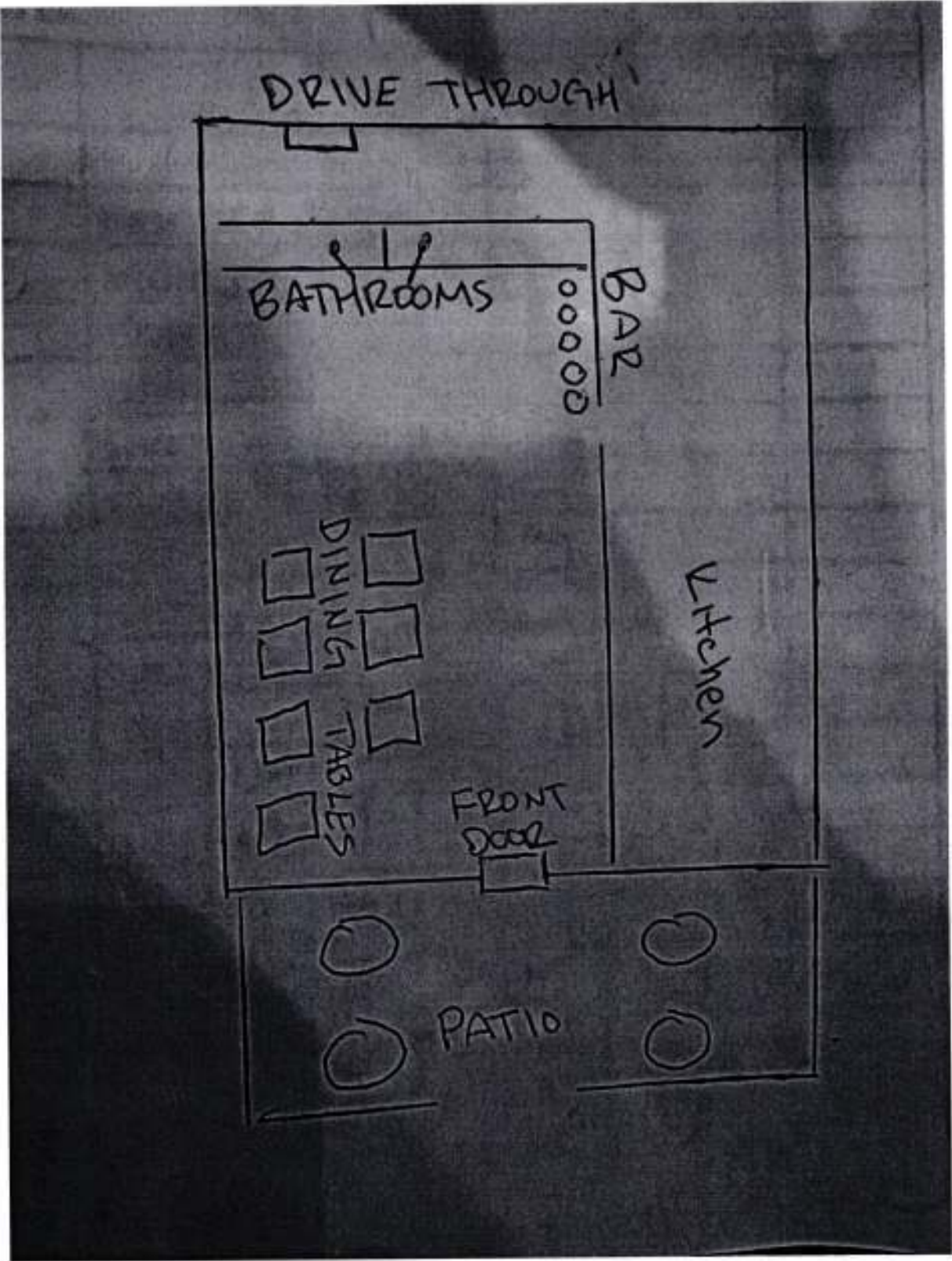
TOTAL FEE: \$800.00STAR BBQ LLC  
DICKY'S BARBEQUE PIT  
889 N FINSBURY WAY

STAR, ID 83699

*Mailing Address**Valid*

11/30/2022 - 04/30/2023

***Expires*****04/30/2023**



Premise ID 1A-33957  
Dickey's Barbecue Pit

RECEIVED  
NOV - 7 2022  
IDAHO STATE POLICE  
ALCOHOL BEVERAGE CONTROL



Jacob Qualls

**From:** Victor Islas <vislas@starfirerescue.org>  
**Sent:** Friday, December 16, 2022 9:09 AM  
**To:** Jacob Qualls  
**Cc:** Meredith Hudson; Barbara Conly  
**Subject:** FD Comments Dickey's BBQ B/W/L

Good afternoon team,

As you are all aware part of the application process is an approved letter from the Fire District for any business to obtain a license to sell Beer Wine and Liquor by Drink. This project is currently under construction. All Fire and Life Safety systems have been submitted, reviewed, and approved for Installation and are currently being tested.

At this time, we recommend the approval of the Provisional License be issued until with the following conditions:

- All Fire and Life Safety systems and permit conditions will be tested and signed off by the Fire District before the certificate of occupancy is issued by the City of Star.

If you have any questions, please let me know.

DC Islas



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RECEIVED  
12/07/2022

Section 6, Item G.

P.O. Box 130  
Star, Idaho 83669  
P: 208-286-7247 F: 208-286-7569

## APPLICATION FOR BEER, WINE, LIQUOR LICENSE

Renewal ☐

New Application ☒

Business Name: Taphouse Eatery and Pub

Physical address of license location: 9765 West State Street, Suite 100

City: Star State: Idaho Zip: 83669

Assessor's Parcel Number(s): \_\_\_\_\_ Zoning District: Central Business District/Development

Applicant Name: Include partnership or association members, Board members or stockholders:

44Tap II LLC

Yochum Analytics LLC, Member, Tim Campbell, Member, Justin Yochum, Manager (and member of Yochum Analytics, LLC)

Mailing Address: 9765 West State Street, Suite 100

Applicant Telephone: (208) 863-1313 Fax: N/A

Applicant EMAIL Address: justin@selwayinvest.com

List any convictions of any laws of the State of Idaho, or the United States, or licensing City within three (3) years immediately preceding the date of filing the application, regulating governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages or intoxicating liquors. Within said time has the applicant(s), partners or members suffered the forfeiture of a bond for failure to appear to answer to charges of any such violation? None

List any convictions of any felony, or withheld judgment granted following adjudication of guilty of a felony, or fines paid or sentence completed therefore, within five (5) years from the date of this application: None

Has the applicant(s), partners, or members had an alcoholic beverage license or liquor license revoked within the last three (3) years?

Yes \_\_\_\_\_ No X Date Revoked: \_\_\_\_\_

LICENSE TYPE:	FEES (PER YEAR):	FEE:
Beer consumed on premises <input checked="" type="checkbox"/>	\$200.00	\$200
Beer consumed off premises <input type="checkbox"/>	50.00	
Wine consumed on premises <input checked="" type="checkbox"/>	200.00	\$200
Wine consumed off premises <input type="checkbox"/>	50.00	
Liquor <input checked="" type="checkbox"/>	562.50	\$562.00
	Total Fee Paid	\$962.00

**APPLICATION FOR BEER, WINE, LIQUOR LICENSE****All applications are required to submit the following:**

Applicant (✓)	Description	Staff (✓)
<input checked="" type="checkbox"/>	Completed and signed Liquor License Application	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Fees Paid	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Copy of State of Idaho Alcohol Beverage License	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Copy of Ada / Canyon County Alcohol Beverage License	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Copy of approval letter from the Star Fire District	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Copy of floor plan approved by the State of Idaho showing areas in which alcohol will be served	<input checked="" type="checkbox"/>

**Note:** Per Idaho Code 23-913, no license shall be issued for any premises in any neighborhood which is predominantly residential or within three-hundred feet (300') of any public school, Church, or any other place of worship. (Star City Code 8-5-3-8B)

State of Idaho

County of Ada

Justin Yochum being first duly sworn, deposes and says that (he/she/they) is/are the owner of the business making the above and foregoing application, and makes the statements therein contained for the purpose of securing a license to sell alcoholic beverages within the corporate limits of the City of Star, and that (he/she/they) has/have read the above and foregoing application, knows the contents and the facts therein stated are true and (he/she/they) has/have read and is familiar with the City of Star ordinances pertaining to this application.

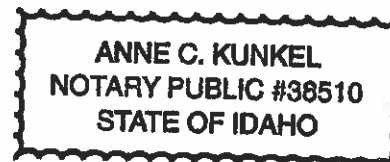
[Signature]  
Signature of Applicant

11.14.22  
Date

SUBSCRIBED AND SWORN BEFORE ME this 11 day of November, 2022.

Anne C. Kunkel

NOTARY PUBLIC in and for the State of Idaho

Residing: Bonnie IDExpiration date: 9.22.2024**OFFICE USE ONLY**

Police Dept. Approval: \_\_\_\_\_

City Clerk Approval: \_\_\_\_\_

Star License No: \_\_\_\_\_

Fire Dept. Approval: \_\_\_\_\_

Council Approval: \_\_\_\_\_

Date License Issued: \_\_\_\_\_

# Idaho State Police

Cycle Tracking Number: 136070  
ISLD ID: 9160

Premises Number: 1A-33826 **Retail Alcohol Beverage License**  
Incorporated City

License Year: 2023  
License Number: 33826

*This is to certify, that* **44Taps II LLC**  
*doing business as:* **Taphouse Pub and Eatery**

*is licensed to sell alcoholic beverages as stated below at:*  
**9765 W State Street Ste 100, Star, Ada County**

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

*County and city licenses are also required in order to operate.*

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Kege to go	No	
Growlers	Yes	<u>\$0.00</u>
Restaurant	Yes	<u>\$0.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: \$800.00

*Signature of Licensee, Corporate Officer, LLC Member or Partner*

**44TAPS II LLC  
TAPHOUSE PUB AND EATERY  
6103 S SETTLEMENT WAY**

**BOISE, ID 83716**

*Mailing Address*

License Valid: 11/09/2022 - 04/30/2023

**Expires: 04/30/2023**



Director of Idaho State Police



2023979

*dba: Taphouse Pub and Eatery*

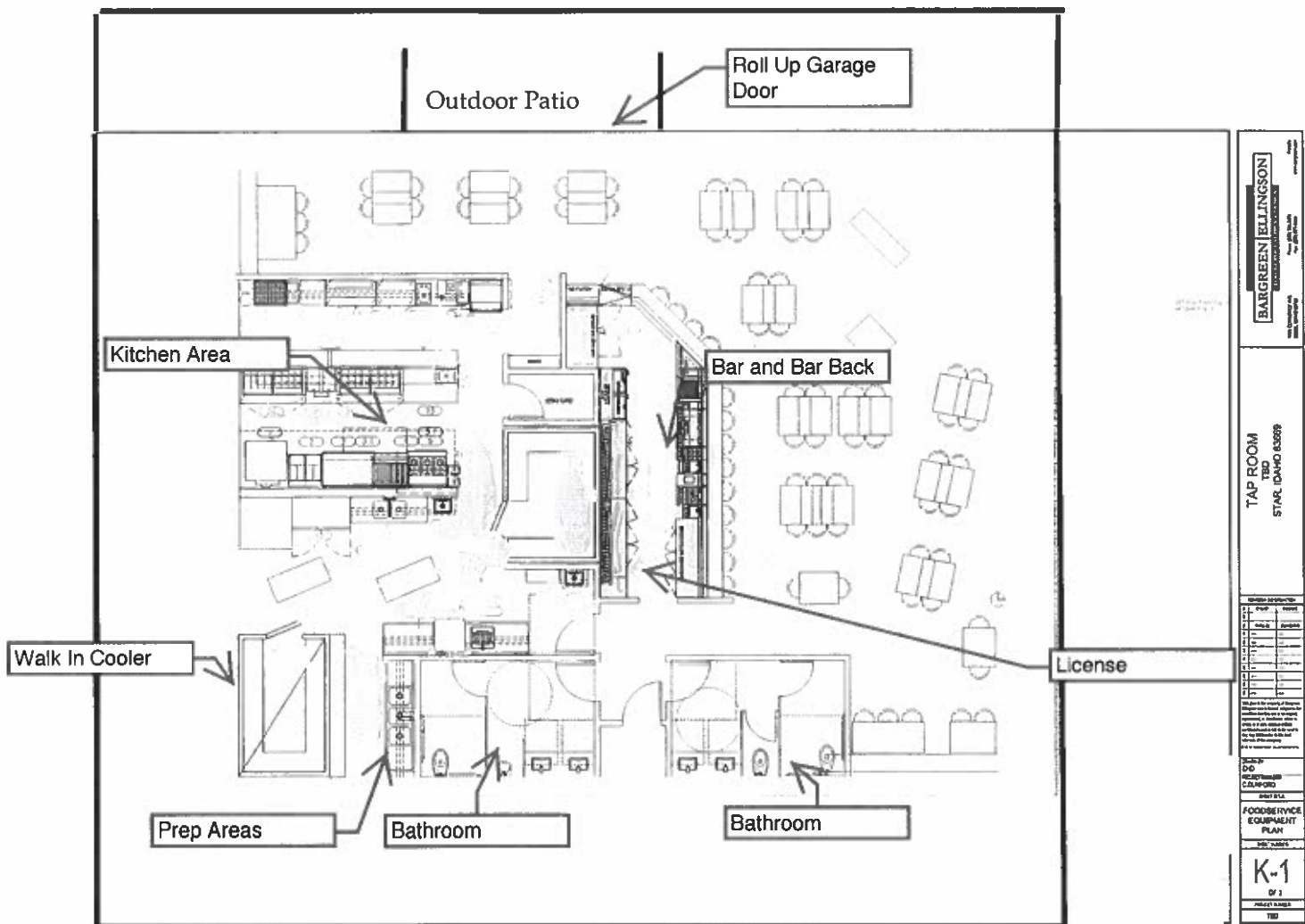
[illegible]

Signature of Licensee or Officer of Corporation

~~Phil McGrane, Clerk~~

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

Chairman



**VARIN THOMAS**

**ATTORNEYS AT LAW**

ANNE C. KUNKEL  
ANNE@VARINTHOMAS.COM

242 N. 8TH STREET, SUITE 220  
P.O. BOX 1676  
BOISE, IDAHO 83701  
P: 1.208.584.1266  
F: 1.866.717.1758  
VARINTHOMAS.COM

December 2, 2022

VIA OVERNIGHT COURIER

Star City Clerk  
10769 W State St  
Star, ID 83669

**RECEIVED**  
12/7/22  
Jmg

Re: Issuance of Star Alcohol Beverage License – 44Taps II LLC

To Whom it May Concern:

Enclosed are is an complete application and attachments for the issuance of Star Alcohol Beverage License to 44Taps II LLC. Do not hesitate to contact me if you have any questions or comments. Please contact my office when the license is ready to be picked or if can be emailed to my attention. As always, thanks for your help and assistance in this matter.

Sincerely,

VARIN THOMAS LLC

*Anne C. Kunkel*

Anne C. Kunkel

ACK

Enclosures

cc: Client (*via electronic message*)  
Victor Islas (*via electronic message*)

## Jacob Qualls

**From:** Victor Islas <vislas@starfirerescue.org>  
**Sent:** Tuesday, December 6, 2022 11:16 AM  
**To:** Jacob Qualls  
**Subject:** FD Comment 44 Taps Liquor License

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon team,

As you are all aware part of the application process is an approved letter from the Fire District for any business to obtain a license to sell Beer Wine and Liquor by Drink. This project is currently under construction. All Fire and Life Safety systems have been submitted, reviewed, and approved for Installation.

At this time, we recommend the approval of the Provisional License be issued until with the following conditions:

- All Fire and Life Safety systems and permit conditions will be tested and signed off by the Fire District before the certificate of occupancy is issued by the City of Star.

If you have any questions, please let me know.

DC Islas



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# **CITY OF STAR, IDAHO**

## **REQUEST FOR QAULIFICATIONS**

### **FOR**

**CONSTRUCTION ENGINEERING, INSPECTION,  
MATERIALS TESTING, CONSTRUCTION SURVEYING AND  
PROJECT CLOSE-OUT**

### **FOR**

**STATE HIGHWAY 44  
PROJECT #1 BENT LANE TO CAN ADA ROAD  
PROJECT #2 CAN ADA ROAD TO STAR ROAD**

## REQUEST FOR QUALIFICATIONS

### Table of Contents

- General Information
- Preparation Instructions
- Evaluation Criteria
- Scope of Work

**The following items are not included in this package, but can be located at the following web sites:**

<http://itd.idaho.gov/business/?target=consultant-agreements>

- General Information and Requirements
- Sample Agreement and Consultant Agreement Specifications (1A)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters form

<http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>

- ITD Quality Assurance Manual
- ITD Contract Administration Manual

## **GENERAL INFORMATION**

### **QUALIFICATIONS**

The City of Star, Idaho (STAR) is seeking qualified and experienced respondents from interested firms to submit qualifications to provide construction engineering, surveying, inspection, sampling, and testing services for the State Highway 44, Project #1 Bent Lane To CanAda Road and Project #2 CanAda Road to Star Road

### **GENERAL TERMS**

This Request for Qualifications (RFQ) does not commit STAR to enter into an agreement or to pay any costs incurred in the preparation of a submittal or in subsequent negotiations.

### **REVISIONS TO RFQ**

All addenda to this solicitation will be posted on the Star web page. No notice will be given by mail.

### **RESERVATION OF RIGHTS BY STAR**

The issuance of this RFQ does not constitute an assurance by STAR that any contract will actually be entered into by STAR, and expressly reserves the right to:

- Waive any immaterial defect or informality in any response or response procedure
- Reject any and all qualifications
- Reissue the Request for Qualifications
- Invite additional respondents to the qualification selection process
- Request additional information and data from any or all respondents
- Extend the date for submission of responses
- Supplement, amend, or otherwise modify the RFQ, and cancel this request with or without the substitution of another RFQ
- Disqualify any respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data
- Disqualify any respondent on the basis of any real or apparent conflict of interest

By responding to this qualification, each respondent agrees that any finding by STAR of any fact in dispute as to this request or the responses thereto shall be final and conclusive, except as provided herein.

### **CONFLICT OF INTEREST**

By the submission of qualifications, the Consultant agrees to ensure that, at the time of contracting, the Consultant will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Consultant's obligations under the Agreement. The Consultant shall further covenant that, in the performance of the contract, the Consultant shall not employ any person, or subcontract with any entity, having any such known interest.

## **EEO REQUIREMENTS**

Respondent, by submission of a submittal, agrees to not discriminate against any worker, employee, application subcontractor or any member of the public because of race, color, gender, age, national origin, or disability, or otherwise commit an unfair employment practice. Respondent further agrees to comply with all Federal, State, and Local equal employment opportunity requirements and the requirements of the ITD EEO Special Provisions, accessible at the following web site: <http://apps.itd.idaho.gov/apps/ocr/index.aspx>.

All firms who seek to work for the Idaho Transportation Department are required to be registered on ITD's Bidders List. If your firm is not registered, go to the following web site for instructions: <http://apps.itd.idaho.gov/apps/ocr/index.aspx>. Your subconsultants are also required to be registered. For further information regarding this requirement, call the ITD EEO Office at (208) 334-8884.

## **PROPRIETARY MATERIAL**

STAR assumes no liability for disclosure of proprietary material submitted by respondents. Qualification submittals shall be considered public documents under applicable state law except to the extent portions of the submittals are otherwise protected under applicable law.

## **CERTIFICATION REGARDING DEBARMENT**

All submittals must contain a signed Certification Regarding Debarment, Suspension, and other Responsibility Matters form for the prime and each subconsultant.

The certification form is located on the Consultant Services web page at <http://itd.idaho.gov/business/?target=consultant-agreements>.

## **QUALIFICATION EVALUATION AND SELECTION**

An Evaluation Committee will evaluate and determine the individual and comparative merits of each of the qualifications received. It is the responsibility of the Consultant to ensure that it complies with this RFQ and provides the information requested. If the Consultant fails to provide any information requested in this RFQ, such failure may result in either a lowered evaluation score of the qualification or disqualification of the qualification.

It is the intent of the City to take no more than thirty days, commencing on the submission date shown below, to evaluate the submitted qualifications. The department intends to notify the successful and unsuccessful Consultants as soon as practicable after the evaluations have been completed, and after approval has been given on the Evaluation Committee's recommendations.

If your firm is selected and approved, negotiations will begin. If negotiations break down with a selected Consultant, they will be formally ended, and negotiations will begin with the next ranked Consultant.

**CONTACT INFORMATION**

All questions concerning the procedures of this request for qualification and all project specific questions shall be directed to Mr. Ryan Morgan at STAR via email at [bids@staridaho.org](mailto:bids@staridaho.org). All questions will be responded to by e-mail, within two business days of receipt of the question(s).

Interested firms are encouraged to submit a contact e-mail address to Mr. Ryan Morgan with a request to be included on an electronic mailing list. Firms on the mailing list will receive copies of the response to all project questions submitted. No firms will be identified in the responses. No project specific questions will be accepted after January 5<sup>th</sup> at 12:30 pm MT.

## **PREPARATION INSTRUCTIONS**

**Submittals must conform to the following instructions. Any non-conforming Submittal will be rejected.**

Submittals must be received by STAR by 4:00 p.m. MST on January 10th. Submittals must be submitted via e-mail with the project name and the consultant's name clearly indicated in the subject line. Project name shall be abbreviated in the subject line as *SH 44 Star Improvements*. Late submittals will not be considered.

E-Mail Address for submittal is: [bids@staridaho.org](mailto:bids@staridaho.org)

### **FORMAT:**

- Required File Format: pdf
- Maximum length of the submittal shall be ten (10) pages.
- Cover page will not be counted in the submittal page total, but information on coverage pages will not be reviewed as part of the submittal.
- The introductory letter is limited to one (1) page.  
Except as otherwise noted, pages shall be 8 ½ x 11 inches, with minimum of ½" margins and a minimum font size of 11.

The following items do not count in the submittal page total.

- Cover Page
- Certification Regarding Debarment
- CE&I project logs

### **INTRODUCTORY LETTER**

The introductory letter should be addressed to:

Mayor Trevor A. Chadwick  
10769 W State Street  
Star, Idaho 83669

The introductory letter should introduce the Consultant, identify the Project Manager, and list a contact telephone number, and contain a statement confirming the commitment of the key personnel identified in the submittal to meet STAR's quality and schedule expectations. The Consultant shall include his/her acceptance of the terms and provisions of the Sample Agreement located at <http://apps.itd.idaho.gov/apps/ocr/index.aspx> and indicate willingness to execute said agreement.

## **QUALIFICATION**

It is essential that the consultant provide an adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this contract. The specific individuals or subconsultants listed in the qualification, including Project Manager and Lead Inspector, shall be assigned to the key positions, and shall not be removed or replaced without the prior written approval of STAR. Replacement personnel submitted for approval must have at least equal qualifications, experience, and expertise as those listed in the qualification.

The following criteria will be considered in the evaluation and selection, and apply only to the Consultant, except where specifically requested for the Consultant and each Subconsultant. The weights listed will be applied to the scoring for each criteria.

### **CRITERIA 1 - PROJECT MANAGER**

#### **Weight 3** *(Complete for Lead Consultant Project Manager Only)*

- Identify the Project Manager who will be responsible for the quality, timeliness, and delivery of the consultant's work, and for ensuring that adequate personnel and other resources are available for this project.
- List the Project Manager's Idaho Professional Engineering registration (if applicable). A licensed PE is preferred, but not required for this criteria.
- Provide a brief summary of education, experience, and qualifications pertaining to the management of this project. CE&I experience working on state and local Federal-aid roadway construction projects should be included if available. List all ITD CE&I experience on the 5-year CE&I Project Log included in this solicitation.
- Describe the Project Manager's experience assisting government agencies on highway, transportation or heavy civil projects. Specify experience with contract administration and project close out on projects of similar size and complexity. Provide specific examples, the roles and responsibilities of the project manager, and the success rate or challenges that were overcome.
- Describe availability to the project. Include a list and percentage of time dedicated to other projects. Scoring consideration will be made on staff known to be assigned to other local agency projects.
- Describe the Project Manager's experience with the latest version of the 405 specification and QASP.

### **CRITERIA 2 - LEAD INSPECTOR(S) ONSITE**

#### **Weight 3** *(Complete for the Lead Inspector only)*

- Identify the Lead Inspector(s) to be assigned onsite to the project and describe their duties on this project. Provide his/her qualifications (WAQTC & IQP). Include Idaho professional registration (if applicable).
- Describe the Lead Inspector's CE&I experience in working on projects of similar size and complexity. Include the roles and responsibilities on those projects, their experience with major work items as they relate to this project, and the challenges that were overcome. List all ITD CE&I experience on the 5-year CE&I Project Log included in this solicitation.

- Describe availability to the project. Include a list and percentages of time dedicated to these projects. Scoring consideration will be made on staff known to be assigned to other local agency projects.
- Describe the Lead Inspector's experience with the latest version of the 405 specification and QASP.

### **CRITERIA 3 – KEY PERSONNEL ASSIGNED TO THE PROJECT**

#### **Weight 2** *(Complete for Consultant and each Subconsultant)*

- Identify the Key Personnel to be assigned to the project and describe each person's role, duties and office location. Key Personnel should include, at minimum the project manager, the lead inspector(s), a licensed surveyor, and a lead acceptance testing coordinator.
- List each person's qualifications (WAQTC & IQP) and include Idaho professional registration (if applicable).
- Key Personnel should list proof of direct applicable CE&I experience in working on projects of similar size and complexity. List all ITD CE&I experience on the 5-year CE&I Project Log included in this solicitation.
- Describe availability to the project. List all current projects that the key personnel is currently assigned to and the amount of time spent by him/her on each of those projects. Include estimated completion dates or durations on those projects. Scoring consideration will be made on staff known to be assigned to other local agency projects.
- Describe Key Personnel's experience with the latest version of the 405 specification and QASP (if applicable).

### **CRITERIA 4 – PROJECT TEAM SUCCESS**

#### **Weight 4** *(Complete for Proposed Team)*

- Describe why your proposed team is uniquely qualified to provide services for this project.
- How do you propose to use your team to ensure this project is completed efficiently and effectively?
- How do you propose to effectively manage the project so that it is closed out within 90 days of completion with full acceptance?
- Provide two examples of project challenges and how your project team was able to overcome/mitigate these challenges.



5-Year CE&I Project Log								
Project Information						Assigned Staff		
Project Key Number	STAR Dist.	Project Name	Project Type*	Date Completed	Const. Amt.	Project Manager	Lead Inspector	Other

\*Project Type: i.e. Bridge or Roadway

## SCOPE OF WORK

### CONSTRUCTION ENGINEERING, INSPECTION & TESTING (CE&I) SERVICES

The City of Star, Idaho (STAR) is soliciting CE&I services for support of the State Highway 44 Project #1, Bent Lane to CanAda Road and Project #2, CanAda to Star Road improvements. The selected consultant will be expected to proactively represent STAR and the Idaho Transportation Department and effectively function as a member of the Design/Construction team while providing the CE&I services required to assure timely completion and closeout of the project.

The scope of work is to provide CE&I services, including contract administration, inspection, materials sampling and testing, project office documentation, and project closeout under the general direction of the STAR Resident Engineer. Construction survey support including the services of a licensed land surveyor, field equipment, and crew are included. This scope of work will also include the procurement and use of materials testing facilities for the duration of the project. The consultant(s) is responsible for providing all testing equipment, sampling devices, certifications and lab inspections needed for testing facilities. This scope of services encompasses a list of specific project tasks that may be negotiated under an agreement but is not a guarantee that any specific services will be required.

It is the intent of the City to make a selection for a single contract with this RFQ. Availability of key personnel and project managers must be addressed in the consultants' original submittal.

### PROJECT DESCRIPTION

The project includes the reconstruction and widening of State Highway 44 from Bent Lane to Star Road in Ada and Canyon County. This is a 120 working day contract with a project start in late January/Early February 2023. Work includes adding additional lanes and restriping lanes to provide a 5-lane highway with some turn lanes from CanAda Road to Star Road with additional improvements between Bent Lane and CanAda Road.

### PRIMARY TASKS

The minimum level of effort for this project is identified below. Some of the effort may be retained by STAR. Final level of effort and required tasks will be determined prior to scoping and negotiating an agreement with the selected consultant(s).

**Construction Administration** - Provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the projects to ensure the projects are accepted by STAR. Administrator/Coordinator must hold applicable and current WAQTC and IQP Certifications. The following sub-tasks represent a partial list of those activities necessary to administer the contract:

- Submittal Log & Minimum Testing Requirements (MTR's)
- Pre-construction Conference
- Filing & Records Verification
- Materials Certifications

Progress Estimate Preparation  
 Contract Changes  
 Progress Meetings  
 Subcontracts & Certified Payroll Reviews  
 Requests for Information  
 Change Orders  
 Contractor Schedule Review (baseline and monthly)  
 Contract Submittal Review  
 Monthly Invoicing  
 Claims  
 Project Closeout – Materials & DRI acceptance

**Survey** - The consultant will assign survey staff to the project to assist with miscellaneous construction surveying as needed. Existing section line roadway monuments have been recorded within the project limits. The consultant will reinstall the monuments after completion of paving. Provide a Professional land surveyor to direct the work. Install the monuments in accordance with ITD Standard Specifications Section 618 and 2020 Standard Drawing 618-1. Provide a signed and sealed record of installed monuments.

**Project Inspection** – Inspection will be performed by qualified and certified inspection staff. A spreadsheet with qualifications and certifications will be prepared and maintained to ensure full compliance with ITD, WAQTC, and IQP requirements. This spreadsheet will be submitted to STAR for approval 1 month prior to scheduling project inspection personnel. Inspection will also include the activities to measure quantities for contractor progress payments.

**Materials Sampling & Testing** – Provide materials sampling & testing services as required by ITD specifications and the Resident Engineer. All work shall be completed/submitted on ITD forms. Provide testing and sampling equipment, as well as an on-site testing trailer. Materials sampling & testing will be performed by qualified and certified testing staff. All personnel performing this task shall be WAQTC and IQP qualified.

**Record Drawings & Project Close-Out** - Track changes and deviations from the plans. At the completion of the project, marked drawings will be submitted to the Resident Engineer for preparation of the record drawings. At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the Star and ITD Materials Engineer for review and acceptance no later 90 days following the last day charged to the project. Upon acceptance, the Consultant will be readily available to assist in final reconciliation of project records.

**Materials Testing Location** – Consultant will need to provide testing facilities meeting the requirements laid forth in Section 645 of the Standard Specifications for Highway Construction and the 2021 Supplementals. Testing locations must have all current certifications and be approved by STAR prior to use. Testing facilities being furnished will be for the purpose of State acceptance testing on the project.

**KEY UNDERSTANDINGS**

It is required that each Consultant personnel assigned to the project be furnished with a vehicle, lap top computer, digital camera and cellular phone by Consultant and all work will be under the supervision of the Resident Engineer or their assigned representative.

**PROJECT SCHEDULE**

The scope of work for these projects will run in accordance with the contractor's construction schedule. It is anticipated that the Consultant will be engaged in CE&I services, as deemed necessary the project, from the date of the Agreement NTP through closeout.

## LEGAL NOTICE PUBLIC HEARING

Notice is hereby given that the Star City Council will hold a Public Hearing on **December 20, 2022** at the Star City Hall, 10769 W. State Street, Star, Idaho at 7:00 pm, or as soon thereafter as the matter may be heard.

**Application:** First Interstate Bank CU-22-08

**Applicant/Owner:** First Interstate Bank

**Representative:** Adam Schlegel, Cushing Terrell

**Action:** The Applicant is seeking approval of a Conditional Use Permit to construct a drive-thru within a new bank facility. The property is located at 10615 W. State Street in Star, Idaho, and consists of .67 acres.

**Property Location:** The subject property is generally located on the southwest corner of W. State Street and S. Cosmo Ave. Ada County Parcel No. S0417212585.

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

Services for persons with disabilities may be made available if notice is received in advance of the meeting by calling Star City Hall at (208) 286-7247.

Shawn L. Nickel  
Planning Director and Zoning Administrator  
[snickel@staridaho.org](mailto:snickel@staridaho.org)



# CITY OF STAR

## LAND USE STAFF REPORT

**TO:** Mayor & Council

**FROM:** City of Star Planning Department

**MEETING DATE:** December 20, 2022 – PUBLIC HEARING

**FILE(S) #:** CUP-22-08 – First Interstate Bank

### OWNER/APPLICANT/REPRESENTATIVE

**Representative:**

Adam Schlegel  
Cushing Terrell  
411 E. Main Street, Ste. 101  
Bozeman, MT 59715

**Owner/Applicant:**

First Interstate Bank  
401 N. 31<sup>st</sup> Street  
Billings, MT 59101

### REQUEST

**Request:** The Applicant is seeking approval of a Conditional Use Permit to construct a drive through within a new bank facility. The property is located at 10615 W. State Street in Star, Idaho. The property is currently zoned Commercial (C-1-DA).

### PROPERTY INFORMATION

**Property Location:** The subject property is generally located on the southwest corner of W. State Street and S. Cosmo Ave. Ada County Parcel No. S0417212585.

### APPLICATION REQUIREMENTS

Pre-Application Meeting Held	August 11, 2022
Neighborhood Meeting Held	November 2, 2022
Application Submitted & Fees Paid	November 10, 2022
Application Accepted	November 28, 2022
Residents within 300' Notified	November 29, 2022
Agencies Notified	November 28, 2022

Legal Notice Published  
Property Posted

December 2, 2022  
December 12, 2022

HISTORY

- On February 9, 2006, a Development Agreement was signed and recorded by the City of Star as part of a Comprehensive Plan Amendment and Rezone approval for the property (CPA-RZ-06-02).

ZONING ORDINANCE STANDARDS / COMPREHENSIVE PLAN

UNIFIED DEVELOPMENT CODE:

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

The following zoning districts are hereby established for the interpretation of this title, the zoning districts have been formulated to realize the general purposes as set forth in this title. In addition, the specific purpose of each zoning district shall be as follows:

C-1 NEIGHBORHOOD BUSINESS DISTRICT: To provide for the establishment of convenience business uses which tend to meet the daily needs of the residents of an immediate neighborhood while establishing development standards that prevent adverse effects on residential uses adjoining a C-1 district. Such districts are typically appropriate for small shopping clusters or integrated shopping centers located within residential neighborhoods, where compatible.

8-3A-3: USES WITHIN ZONING DISTRICTS

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

ZONING DISTRICT USES	C-1
Drive-through establishment/drive-up service window	C

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

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front (1)	Rear	Interior Side	Street Side
C-1	35'	20'	5'	0' <sup>4</sup>	20'

## Notes:

1. Front yard setback shall be measured from the face of the garage to the face of the sidewalk, allowing for 20' of parking on the driveway without overhang onto the sidewalk.
2. Zero-Lot-Line and reduced front and rear setback waivers may be requested through the Development Agreement process. All other side yard setback requests for detached structures shall not be granted waivers, unless as part of a Planned Unit Development.
3. All setbacks in the CBD, C-1, C-2, LO, IL, PS, RC and M-U zone shall maintain a minimum 15' when adjacent to a residential use or zone.
4. As approved by the Fire District.

**COMPREHENSIVE PLAN:**

## 8.2.3 Land Use Map Designations:

## Commercial

Suitable primarily for the development of a wide range of commercial activities including offices, retail, and service establishments. Rezoning to this designation should not be allowed unless adequate ingress/egress to major transportation corridors are assured. Light industrial uses may be considered at the discretion of the City Council without amending this plan.

## 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.

#### 8.5.5 Policies Related Mostly to The Central Business District Planning Areas:

- The CBD zoning district should allow for a mix of commercial, office, institutional, and civic type uses with specific provisions for residential use in appropriate locations with compatible densities.
- The city should develop a street improvement plan for the CBD identifying drainage and street improvements with a functional grid system and use public private partnerships to assure the system is built and that "ad hoc" development of parcels within the CBD do not block good planning.
- The city should develop a downtown grid system, in part, planning for the easterly extension of Tempe Lane and easterly extension of West First Street to help provide better downtown access and parking facilities.
- The east west public road from the Heron River Development, south of the LDS Church on Main Street, should be extended to Star Road.
- Implement, review, and update the 2011 Star Downtown Revitalization Plan for development strategies within the plan intended to stimulate development within the CBD.
- As recommended in the 2011 Star Downtown Revitalization Plan, the city should create an Urban Renewal District to stimulate development within the CBD.
- The city should encourage assemblage of the smaller properties where appropriate.

#### 8.5.6 Policies Related Mostly to the Commercial Planning Areas:

- Assist in the provision of coordinated, efficient, and cost-effective public facilities and utility services, carefully managing both residential and non-residential development and design, and proactively reinforcing downtown Star's role as the urban core while protecting existing property rights. B. Encourage commercial facilities to locate on transportation corridors. C. Locate neighborhood services within walking distance to residential development. D. Discourage the development of strip commercial areas. E. Maintain and develop convenient access and opportunities for shopping and employment activities. F. Commercial areas of five acres or less should be encouraged in residential land use designations with appropriate zoning to allow for commercial services for residential neighborhoods and to limit trip lengths. Such commercial areas

should be submitted for approvals with a Conditional Use Permit or Development Agreement to assure that conditions are placed on the use to provide for compatibility with existing or planned residential uses. These areas should be oriented with the front on a collector or arterial street.8.5.9 Additional Land Use Component Policies:

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

**PROJECT OVERVIEW**

**CONDITIONAL USE PERMIT:**

The applicant is requesting approval of a Conditional Use Permit for a drive through within a bank facility. The property has an existing Development Agreement that has specific uses already approved, one of which is a bank or financial institution. The Unified Development Code, Section 8-3A-3 requires all drive-throughs to be approved through a Conditional Use Permit.

Section 3.1.2 of the Development Agreement states that the *"developer agrees to go through a staff level Design Review for all building(s) and landscaping."* This will be reviewed through a Certificate of Zoning Compliance and presentation before the Design Review Committee.

**This Conditional Use Permit is for approval of the drive through only.**

Section 8-4B-3 requires banks and financial institutions to provide a queue for (4) four cars per drive-up window. The applicant is proposing three drive up service lanes. It does appear that the proposed queue area will accommodate 4 average sized cars without an extensive redesign of the site, and possible reduction in square footage of the bank.

Access will be taken from Hwy 44 using the currently established ingress and egress. Applicant will need to work with the owner of the property to the west to provide paved access to this parcel. Applicant will also need to secure a cross access agreement for the northern and southern access points for this parcel. This will need to be in place before occupancy will be given.

The two-way drive aisles also need to be 25 feet wide; the site plan appears to call out 25 feet widths on the north and south of the building. **The drive aisle on the west of the building is**

**only showing as 12.5 feet wide. The applicant is relying on the lot next door to provide an additional 12.5 feet, creating a shared drive.**

**Applicant will need to work with the landowner to the west on constructing the remaining width needed for the drive aisle. This can be an all-weather surface but must be approved by the Fire District prior to occupancy.**

All signage, including building, drive through and monuments will need separate permit and approval from Staff.

### AGENCY RESPONSES

ITD	December 9, 2022
DEQ	December 5, 2022
ACHD	December 2, 2022

### PUBLIC RESPONSES

No public comments have been received.

### STAFF ANALYSIS & RECOMMENDATIONS

Based upon the information provided to staff in the applications and agency comments received to date, staff finds that the proposed conditional use permit meets the requirements, standards and intent for development as they relate to the Unified Development Code and Comprehensive Plan.

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

### CONDITIONS OF APPROVAL

1. The approved Conditional Use shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **Prior to issuance of a building permit, the applicant shall receive a certificate of zoning compliance and design review for compliance with the Architectural Design Guidelines.**
3. **Applicant will work with the adjacent property owner to provide paved access from W. State Street (Hwy 44) to this parcel.**

- 4. **Applicant shall work with the adjacent property owner to construct an all-weather road on the west side of the parcel, wide enough to meet the drive aisle requirements of the City and obtain Fire District approval.**
- 5. **Applicant shall provide recorded cross access agreements with the property to the west for both the norther and southern access points to this parcel prior to issuance of a certificate of occupancy.**
- 6. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
- 7. A form signed by the Star Sewer & Water District shall be submitted to the City prior to issuance of building permit stating that all conditions of the District have been met, including annexation into the District.
- 8. 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.**
- 9. The applicant shall obtain all the proper building permits from the City Building Department prior to occupancy or the unit.
- 10. The Conditional Use Permit may be revoked or modified by the City Council for any violation of any Condition of Approval.
- 11. The applicant shall obtain a sign permit prior to any signage being placed on the site or building.
- 12. A Certificate of Zoning Compliance will be required prior to the start of construction.
- 13. Any additional Condition of Approval as required by Staff and City Council.
- 14. Any Conditions of Approval as required by Star Fire Protection District.

**COUNCIL DECISION**

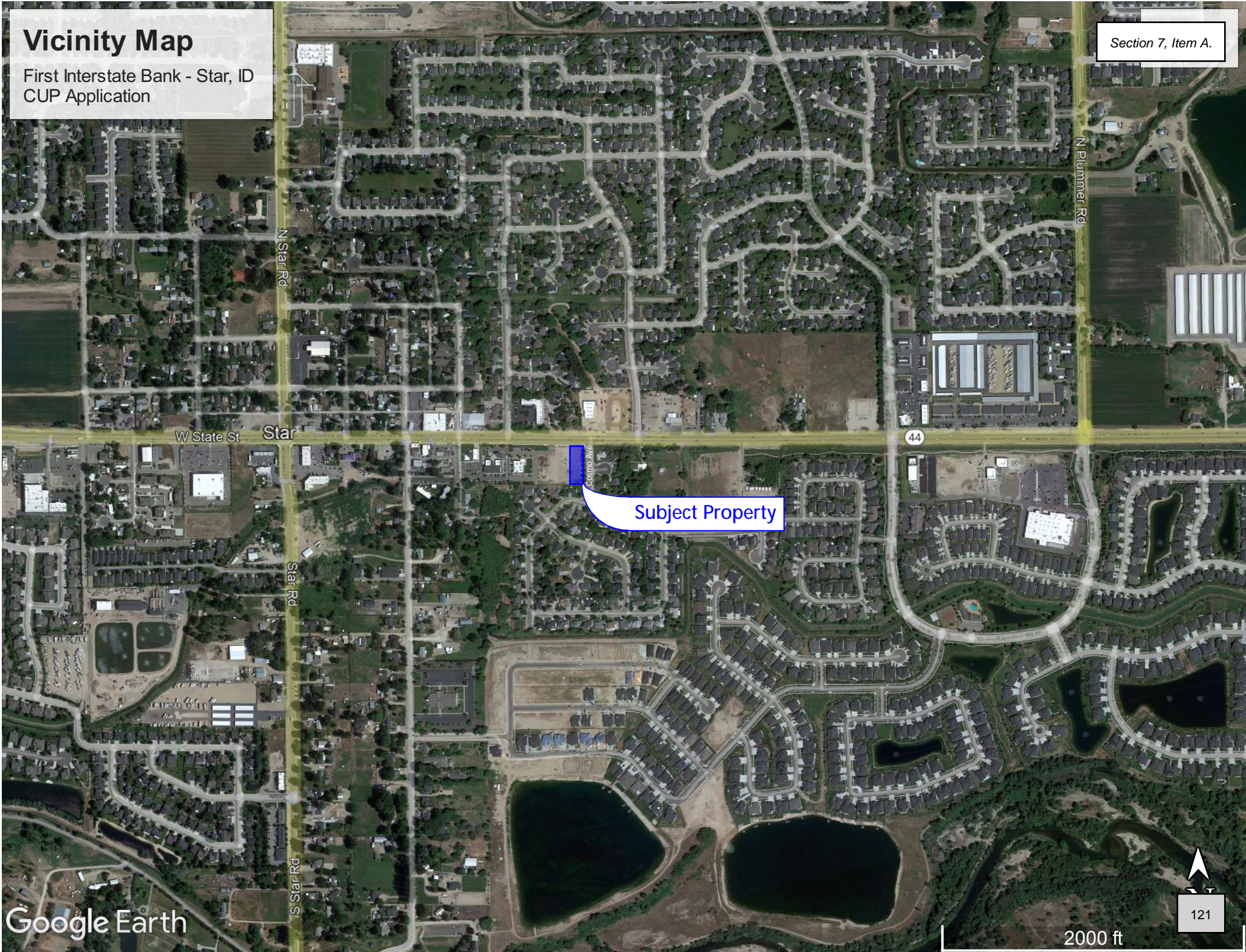
The Star City Council \_\_\_\_\_ File Number CUP-22-08 for First Interstate Bank on \_\_\_\_\_, 2022.



# Vicinity Map

First Interstate Bank - Star, ID  
CUP Application

Section 7, Item A.



Google Earth





## CONDITIONAL USE PERMIT APPLICATION

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

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

### Applicant Information:

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

Applicant Name: First Interstate Bank  
Applicant Address: 401 N 31st Street, Billings, MT Zip: 59101  
Phone: 541.330.7541 Email: brian.bergler@fib.com

Owner Name: Same as applicant  
Owner Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Representative (e.g., architect, engineer, developer):  
Contact: Adam Schlegel Firm Name: Cushing Terrell  
Address: 411 East Main Street, Suite 101, Bozeman, MT Zip: 59715  
Phone: 406.922.7111 Email: adamschlegel@cuhsingterrell.com

### Property Information:

Site Address: 10615 W. State Street, Star, ID 83669 Parcel Number: S0417212585  
Requested Condition(s) for Conditional Use: Drive through service window

	Zoning Designation	Comp Plan Designation
Existing	C-1-DA	Central Business District
Proposed	C-1-DA	Central Business District
North of site	L-O	Central Business District
South of site	R-4	Estate Urban Residential
East of site	R-4	Central Business District
West of site	C-1-DA	Central Business District

**Site Data:**

Total Acreage of Site: 0.67 acres  
 Proposed Percentage of Site Devoted to Bldg Coverage: ~10%  
 Proposed Percentage of Site Devoted to Landscaping: ~29%  
 Number of Parking spaces: Proposed 25 Required 15  
 Requested Front Setback: 82' Requested Rear Setback: 97'  
 Requested Side Setback: 12.5' (West) Requested Side Setback: 15' (East)  
 Requested Side Setback: n/a  
 Existing Site Characteristics: Existing site is undeveloped and relatively flat.

Number and Uses of Proposed Buildings: 1 - financial institution with drive-through lanes  
 Location of Buildings: Approximately centralized on site  
 Gross Floor Area of Proposed Buildings: 3,050 SF  
 Describe Proposed On and Off-Site Traffic Circulation: \_\_\_\_\_  
Traffic will circulate on and off site through the existing shared access onto State St. that serves the Smoky Mountain development.  
 Proposed Signs – number, type, location: Wayfinding and parking signage will be on site.  
 (include draft drawing) Monument signage will be coordinated with developer.  
 Public Services (state what services are available and what agency is providing the service):  
 Potable Water - Star Sewer and Water  
 Irrigation Water - Pioneer Ditch Co  
 Sanitary Sewer - Star Sewer and Water  
 Schools - West Ada School District  
 Fire Protection - Star Fire Protection District  
 Roads - ACHD (State Street)

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

Subdivision/Project Name: Parcel D, ROS 10919 Phase: 1  
 Special Flood Hazard Area: total acreage 0 number of homes/structures  
0

- a. A note must be provided on the site plan documenting the current flood zone in which the property or properties are located. The boundary line must be drawn on the plan in situations where two or more flood zones intersect over the property or properties being surveyed.
- b. FEMA FIRM panel(s): #160xxxxxxC, 160xxxxxxE, etc.: 16001C0130J  
 FIRM effective date(s): mm/dd/year 06.19.2020  
 Flood Zone(s): Zone X, Zone A, Zone AE, Zone AH, etc.: X  
 Base Flood Elevation(s): AE \_\_\_\_ .0 ft., etc.: N/A
- c. Flood Zones are subject to change by FEMA and all land within a floodplain is regulated by Chapter 10 of the Star City Code.

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

Applicant (√)	Description	Staff (√)
✓	Pre-application meeting with Planning Department required prior to neighborhood meeting.	
✓	Copy of neighborhood meeting notice sent to property owners within 300 feet and meeting sign-in sheet. <b>(Please contact the City for addresses &amp; labels)</b> (Applicants are required to hold a neighborhood meeting to provide an opportunity for public review of the proposed project prior to the submittal of an application.)	
✓	Completed and signed Conditional Use Application	
	Fee: Please contact the City for current fee. Fees may be paid in person with check or electronically with credit card. Please call City for electronic payment. Additional service fee will apply to all electronic payments.	
✓	Narrative fully describing the existing use, and the proposed project. (must be signed by applicant)	
	Legal description of the property (word.doc and electronic version with engineer's seal):	
✓	Copy of recorded warranty deed.	
✓	If the signature on this application is not the owner of the property, an <b>original</b> notarized statement (affidavit of legal interest) from the owner stating the applicant is authorized to submit this application.	
✓	One (1) copy of names and addresses printed on address labels, of property owners within three hundred feet (300') of the external boundaries of the property being considered as shown on record in the County Assessor's office. Please contact the City to request addresses and labels.	
N/A	List of names(s) and address(es) of all canal or irrigation ditches within or contiguous to the proposed development.	
✓	Vicinity map showing the location of the subject property	
✓	One (1) full-size copy and One (1) 11"x 17" reduction of the Site Plan	
✓	One (1) full-size copy and One (1) 11"x 17" reduction of the landscape plan (if applicable)	
✓	Building elevations showing construction materials	
✓	Two (2) copies electronic versions of submitted application including signed application, narrative, legal description, warranty deed, vicinity map, site plan, landscape plan, building elevations, shall be submitted in original pdf format (no scans) on a thumb drive only (no discs) with the files named with project name and plan type. We encourage you to also submit at least one (1) color version for presentation purposes.	
	Signed Certification of Posting with pictures. (see attached posting requirements and certification form) – To be completed by application after acceptance of application. Staff will notify applicant of hearing and posting date.	

**Site Plan (If applicable):**

	The following items must be included on the site plan:	
✓	• Date, scale, north arrow, and project name	
✓	• Names, addresses, and phone number of owner(s), applicant, and engineer, surveyor or planner who prepared the site plan	
✓	• Existing boundaries, property lines, and dimensions of the lot	
✓	• Relationship to adjacent properties, streets, and private lanes	
✓	• Easements and right-of-way lines on or adjacent to the lot	
✓	• Existing and proposed zoning of the lot, and the zoning and land use of all adjacent properties	
✓	• Building locations(s) (including dimensions to property lines)	
✓	• Parking and loading areas (dimensioned)	
✓	• Traffic access drives and traffic circulation (dimensioned)	



N/A	• Open/common spaces	
✓	• Refuse and service areas	
✓	• Utilities plan, including the following: Sewer, water, irrigation, and storm drainage (existing & proposed)	
✓	• All on-site lighting proposed – Must Meet City “Dark Sky” Ordinances	

### Landscape Plan (If applicable):

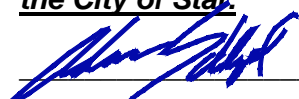
	<b>The following items must be included on the landscape plan:</b>	
✓	• Date, scale, north arrow, and project name	
✓	• Names, addresses, and phone numbers of the developer and the person and/or firm preparing the plan	
N/A	• Existing natural features such as canals, creeks, drains, ponds, wetlands, floodplains, high groundwater areas, and rock outcroppings	
N/A	• Location, size, and species of all existing trees on site with trunks 4 inches or greater in diameter, measured 6 inches above the ground. Indicate whether the tree will be retained or removed.	
✓	• Existing buildings, structures, planting areas, light poles, power poles, walls, fences, berms, parking and loading areas, vehicular drives, trash areas, sidewalks, pathways, storm water detention areas, signs, street furniture, and other man-made elements	
N/A	• Existing and proposed contours for all areas steeper than 20% slope. Berms shall be shown with one-foot contours	
✓	• Sight Triangles as defined in 8-4 A-7 of this Ordinance	
✓	• Location and labels for all proposed plants, including trees, shrubs, and groundcovers (trees must not be planted in City water or sewer easements). Scale shown for plant materials shall reflect approximate mature size	
✓	• Proposed screening structures	
N/A	• Design drawings(s) of all fencing proposed	
✓	• Calculations of project components to demonstrate compliance with requirements of this ordinance, including: <ul style="list-style-type: none"> <li>➤ Number of street trees and lineal feet of street frontage</li> <li>➤ Width of street buffers (exclusive of right-of-way)</li> <li>➤ Width of parking lot perimeter landscape strip</li> <li>➤ Buffer width between different land uses</li> <li>➤ Number of parking stalls and percent of parking area with internal landscaping</li> <li>➤ Total number of trees and tree species mix</li> <li>➤ Mitigation for removal of existing trees, including number of caliper inches being removed</li> </ul>	

### SIGNS (If applicable):

All signs will require separate submittal of a sign application.

### FEE REQUIREMENT:

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



11.07.2022



## PROJECT NARRATIVE

Date: November 8, 2022

To: City of Star – Planning & Zoning

From: Adam Schlegel – Cushing Terrell

RE: First Interstate Bank – 10615 West State Street

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First Interstate Bank is proposing to build a new branch bank located within the Smoky Mountain Development accessed along W. State Street & N. Cosmo Avenue in Star Idaho. The development consists of three commercial building sites and the new bank is proposed on the western most site. The new branch bank construction is for a single-story building and will be used for retail banking services inside the building along with drive through teller lanes and ATM access.

The existing site is not currently developed beyond the access point for vehicles into the development from W State Street.

The proposed site will consist of off-street parking meeting City of Star minimum requirements. Solid waste enclosure will be provided on the south side of the project site. Stormwater will be managed primarily with sheet flow across the parking lot to the north and south and into shallow infiltration ponds and/or subsurface infiltration system. Utilities services for the new building will likely be provided by City of Star for water and sewer, Idaho Power for electric service, and Intermountain Gas for natural gas. Data/fiber/telecom service provider is to be determined.

Adam Schlegel – Cushing Terrell



# C100

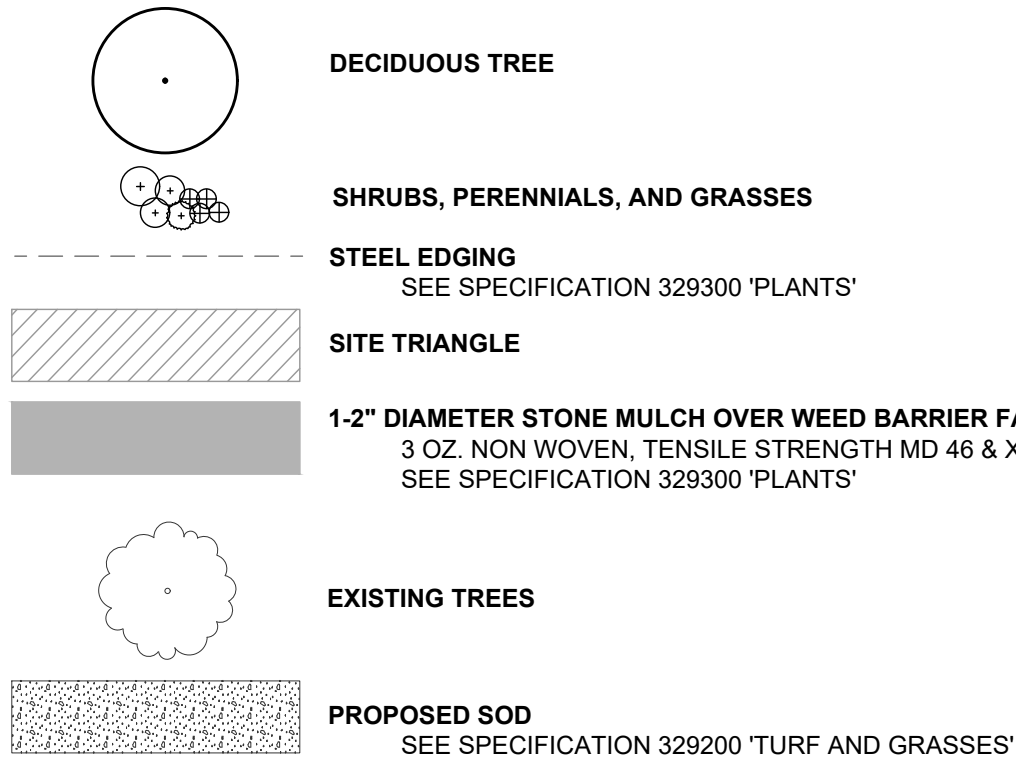
## OWNER / APPLICANT:

FIRST INTERSTATE BANK  
401 N 31ST STREET  
BILLINGS, MT 59101  
BRIAN BERGLER  
541.330.7541  
BRIAN.BERGLER@FIB.COM

## ARCHITECT / ENGINEER:

CUSHING TERRELL  
411 EAST MAIN STREET, SUITE 101  
BOZEMAN, MT 59718SKY COOK - ARCHITECT  
406.922.7129  
SKY.COOK@CUSHINGTERRELL.COMADAM SCHLEGEL - ENGINEER  
406.922.7111  
ADAM.SCHLEGEL@CUSHINGTERRELL.COM

## PLANTING LEGEND



## ARTICLE D: LANDSCAPE AND BUFFER AREA STANDARDS

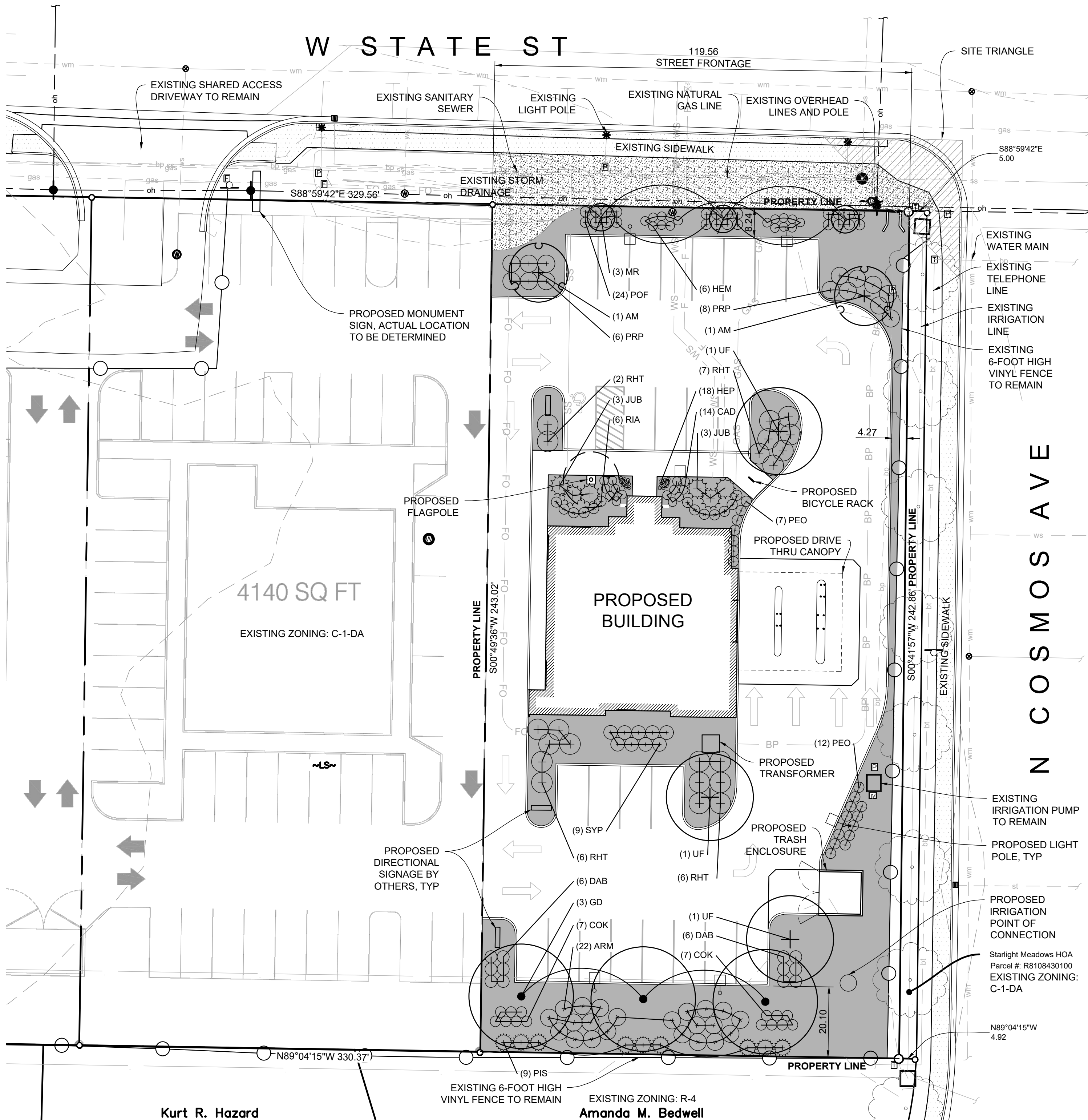
ZONE DISTRICT: C-1 - DA (NEIGHBORHOOD BUSINESS DISTRICT, DEVELOPMENT AGREEMENT)

## 8-8D-2: Applicability

REQUIRED	PROVIDED
C. Landscape As Percent Of Site: 1. A minimum of 10% of the total gross acreage of the development shall be for useable open space. 2. All landscape improvements required in this section shall count toward fulfillment of the above minimum percentages. 29,111 SF x 10% = <b>2,911 SF LANDSCAPE REQUIRED</b>	8,172 SF LANDSCAPE PROVIDED
F. Tree Species Mix. When more than ten (10) trees are to be planted to meet the requirements of these guidelines, a mix of species shall be provided. The number of species to be planted shall vary according to the overall number of trees required to be planted. 11 TREES = 2 REQUIRED NUMBER OF SPECIES	4 PROPOSED TREE SPECIES
J. Buffer Areas/Common Lots: 2. Minimum Requirements: a. When a commercial or industrial use abuts a residential use, a ten foot (10') wide by six foot (6') high landscaped buffer is required except in the CBD. b. When a parking lot abuts a residential activity, a five foot (5') wide by six foot (6') high landscaped buffer is required except in the CBD. c. To conceal outdoor storage areas, trash receptacles, exposed equipment associated with any commercial or industrial activity, and off-street loading when adjacent to or in view from a residential activity or public street right of way, a three foot (3') wide by six foot (6') high landscaped buffer is required. 3. Materials: a. All buffer areas shall be comprised of, but not limited to, a mix of evergreen and deciduous trees, shrubs, and ground cover. b. Height requirements shall be accomplished with plant material, with a fence or decorative wall, or a combination thereof. c. The required buffer area shall result in an effective barrier within three (3) years and be maintained such that sixty percent (60%) or more of the vertical surface is closed and prevents the passage of vision through it.	10 FOOT WIDE LANDSCAPE BUFFER AND EXISTING 6-FOOT HIGH VINYL FENCE PROVIDED AT SOUTHERN BOUNDARY ABUTTING RESIDENTIAL  TRASH ENCLOSURE HAS 6-FOOT WIDE AND 6-FOOT TALL PLANT MATERIAL
K. Parking Lot Landscaping. 2. Parking Lot Landscape Strip: A landscape strip shall be provided when a parking lot is located adjacent to a public right of way. The landscaped strip shall serve to limit views of parked cars to passing motorists and pedestrians, and to establish coordination among architecturally diverse buildings, which creates a pleasing, harmonious appearance along the roadway. a. Provide an eight-foot (8') wide landscaped strip between the right of way and the parking lot, and plant with a minimum of one shade tree and eight (8) shrubs per thirty-five (35) linear feet of frontage, excluding driveway openings. 119.56 LF FRONTAGE ÷ 35 LF = 3.416 = 3 TREES REQUIRED AND 24 SHRUBS REQUIRED	3 TREES AND 24 SHRUBS PROVIDED
K. Parking Lot Landscaping. 3. Parking Lot Perimeter Landscaping: Perimeter landscaping requirements define parking areas and prevent two (2) adjacent lots from becoming one large expanse of paving. This requirement does not hinder the ability to provide vehicular access between lots. a. Provide a minimum five foot (5') wide perimeter landscaped strip between the property lines and the parking lot, and plant with a minimum of one shade tree per thirty-five (35) linear feet of perimeter, unless the adjacent project has required trees planted, as determined by the administrator.	GREATER THAN 5-FOOT LANDSCAPE STRIP AND 1 TREE PER 35 FEET PROVIDED AT NORTH AND SOUTH BOUNDARY
K. Parking Lot Landscaping. 4. Parking Lot Interior Landscaping: 21-50 spaces, 5% interior landscape area, Percent Of Total Area Of A Lot That Must Be An Interior Landscaped Area 25 spaces = 5% required interior landscape area 18,485 SF x 5% = 924 SF REQUIRED	2153 SF LANDSCAPE ISLANDS PROVIDED
K. Parking Lot Landscaping. 4. Parking Lot Interior Landscaping: (4) Deciduous shade trees and ground covers or low shrubs are recommended as primary plantings in interior landscaped areas. Deciduous shade trees are to be clear branched to a height of six feet (6'). (5) A terminal island for a single row of parking spaces shall be landscaped with at least one tree and shrubs, ground cover, or grass. A terminal island for a double row of parking spaces shall contain not less than two (2) trees and shrubs, ground cover, or grass.	ONE TREE PROVIDED PER TERMINAL PARKING LOT ISLAND, EXCEPT WHERE TREES CONFLICT WITH SIGNS, 5 TREES PROVIDED
L. Landscaped Commercial Strips: 1. Except in the CBD, landscaped strips shall be provided between all building development and public rights of way to lend continuity among different architectural styles, screen unsightly views, establish a pleasing view for motorists, and create a safe and pleasant corridor for pedestrians. a. The landscaped strip shall be five feet (5') wide minimum and planted with one shade tree and five (5) shrubs for every thirty-five feet (35') of street frontage. Two (2) ornamental or two (2) evergreen trees may be substituted for one shade tree. NORTH: 120 LF ÷ 35 LF = 3.42 = 3 TREES REQUIRED SOUTH: 120 LF ÷ 35 LF = 3.42 = 3 TREES REQUIRED	NORTH: 3 TREES PROPOSED UNDER OVERHEAD POLE SOUTH: 3 SHADE TREES PROPOSED
M. Parkway Strips, Separated Sidewalks, And Street Trees: 1. Along arterials and collectors designated on the highway district functional class map and for subdivision entry roads for the first 180 feet, sidewalks shall be separated from the curb. An eight-foot (8') wide minimum parkway planter strip planted with shade class (class II) trees shall be required between the sidewalk and curb. 2. A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. 3. In all cases, any planting within public rights of way shall be with approval from the public and/or private entities owning the property. 4. Local streets are encouraged to have detached sidewalks.	8-FOOT WIDE MINIMUM LANDSCAPE STRIP AND CLASS I TREES PROVIDED UNDER POWER LINES

## PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	PKG.	MATURE SIZE	
AM	2	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	1.5" CAL.	B&B	15-25'H X 15-25'W	
GD	3	GYMNOCLADUS 'DIOICA 'ESPRESSO'	ESPRESSO KENTUCKY COFFEETREE	2" CAL.	B&B	40-50'H X 30-40'W	
MR	3	MALUS X 'RED BARRON'	RED BARRON CRABAPPLE	2" CAL.	POT	18'H X 8'W	
UF	3	ULMUS X 'FRONTIER'	FRONTIER ELM	2" CAL.	B&B	30-40'H X 20-30'W	
CONIFEROUS SHRUB	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	PKG.	MATURE SIZE	SPACING
JUB	6	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	5 GAL.	POT	0.5-1.5'H X 8-10'W	72" o.c.
PIS	9	PINUS MUGO 'SLOWMOUND'	MUGO PINE	5 GAL.	POT	3-4'H X 4-6'W	60" o.c.
DECIDUOUS SHRUB	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	PKG.	MATURE SIZE	SPACING
ARM	22	ARONIA MELANOCARPA 'MORTON' TM	IROQUIS BEAUTY BLACK CHOKEBERRY	5 GAL.	POT	2-3'H X 4-5'W	60" o.c.
CAD	14	CARYOPTERIS X CLANDONENSIS 'BEYOND MIDNIGHT'	BEYOND MIDNIGHT BLUEBEARD	5 GAL.	POT	2-2.5'H X 2.5-3'W	30" o.c.
COK	14	CORNUS SERICEA 'KELSEY'	KELSEY DOGWOOD	5 GAL.	POT	2-2.5'H X 2.5-3'W	36" o.c.
DAB	12	DAPHNE X BURKWOODII 'CAROL MACKIE'	CAROL MACKIE DAPHNE	5 GAL.	POT	3-4'H X 3-4'W	42" o.c.
POF	24	POTENTILLA FRUTICOSA 'HAPPY FACE'	HAPPY FACE BUSH CINQUEFOIL	5 GAL.	B&B	2-3' H X 2-3'W	36" o.c.
PRP	14	PRUNUS BESSEYI 'P011S' TM	PAWNEE BUTTES SAND CHERRY	5 GAL.	POT	1-1.5'H X 4-6'W	60" o.c.
RHT	23	RHUS TRILOBATA 'AUTUMN AMBER'	AUTUMN AMBER SUMAC	5 GAL.	POT	0.5-1.5'H X 6-8'W	72" o.c.
RIA	13	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	5 GAL.	POT	2-3'H X 2-3'W	36" o.c.
SYP	9	SYRINGA X 'PENDA' TM	BLOOMERANG PURPLE LILAC	5 GAL.	POT	3-4'H X 3-4'W	48" o.c.
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	PKG.	MATURE SIZE	SPACING
PEO	19	PENNISETUM ORIENTALE 'KARLEY ROSE'	KARLEY ROSE FOUNTAIN GRASS	1 GAL.	POT	2-3' H X 2-3'W	36" o.c.
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	PKG.	MATURE SIZE	SPACING
HEM	6	HEMEROCALLIS X 'SOUTH SEAS'	SOUTH SEAS DAYLILY	1 GAL.	POT	2.5'H X 2.5'W	30" o.c.
HEP	18	HEUCHERA X 'PARIS'	PARIS CORAL BELLS	1 GAL.	POT	.5-1" H X 1" W	12" o.c.



Kurt R. Hazard

Amanda M. Bedwell

1 PLANTING PLAN





1445 N. Orchard Street, Boise ID 83706  
(208) 373-0550

Brad Little, Governor  
Jess Byrne, Director

December 5, 2022

By e-mail: [snickel@staridaho.org](mailto:snickel@staridaho.org)

Star City Hall  
PO Box 130  
Star, ID 83669

Subject: First Interstate Bank CU-22-08

Dear City of Star:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at:  
<https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

## 1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

- IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

## 2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

### 3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: <https://www.deq.idaho.gov/water-quality/drinking-water/>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

#### 4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at:  
<https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

#### 5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Rebecca Blankenau, Waste & Remediation Manager, at (208) 373-0550.

## 6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website <https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/> for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Aaron Scheff  
Regional Administrator

EDMS#: 2021AEK





**Your Safety • Your Mobility  
Your Economic Opportunity**

Section 7, Item A.

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028 • Boise, ID 83707-2028  
(208) 334-8300 • [itd.idaho.gov](http://itd.idaho.gov)

December 9, 2022

City of Star  
Shawn Nickels, P&Z Administrator  
10769 W State St  
Star, ID 83669  
[snickel@staridaho.org](mailto:snickel@staridaho.org)

Re: First Interstate Bank

Dear Mr. Nickels,

Idaho Transportation Department (ITD) has received the Transportation Impact Study (TIS) for the First Interstate Bank inquiry for review and is located at 10615 W State Street, Star, Idaho.

1. This project abuts State Highway 44 (SH-44).
2. No direct access to the State Highway system has been requested with this application and none is approved.
3. Traffic generation numbers were not provided with this application. ITD needs more information on the trip generations to determine what mitigations, if any, that the applicant may be required to construct on the State Highway system. If the new development generates 100 or more new trips in the peak hour or 1,000 new trips in a day, a Traffic Impact Study (TIS) will be required. Mitigations identified by the Traffic Impact Study shall be the responsibility of the applicant to install.
4. The Approach Permit application and fee must be submitted with the TIS before placing the TIS in the queue for review.
5. Any addition, modification, change use, relocation, maintaining, or removal of an encroachment of the state highway or use of highway right-of-way for any purpose other than normal travel, shall obtain an Encroachment Permit to use state right-of-way.
6. A right-of-way width of 75 feet on each side of the centerline may be required from SH-44 for a future widening project.
7. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
8. The Idaho Administrative Procedures Act (IDAPA) 39.03.60 governs advertising along the State highway system. The applicant may contact Justin Pond, Program Manager for ITD's Headquarters Right-of-Way Section at (208) 334-8832 for more information.

ITD reserves the right to make further comments upon review of any submitted TIS or other documents.

Sincerely,

Wendy I. Howell, Development Services Coordinator  
ITD – District 3



Mary May, President  
Alexis Pickering, Vice-President  
Jim D. Hansen, 2<sup>nd</sup> Vice President  
Kent Goldthorpe, Commissioner  
Dave McKinney, Commissioner

December 2, 2022

To: First Interstate Bank  
401 N 31<sup>st</sup> Street  
Billings, MT 59101

Subject: STAR22-0011/ CU-22-08  
10615 W State Street  
First Interstate Bank

The Ada County Highway District (ACHD) has reviewed the submitted application for the application referenced above and has determined that there are no improvements required to the adjacent street(s).

The applicant shall be required to:

1. Pay a traffic impact fee. If applicable, a traffic impact fee may be assessed by ACHD and will be due prior to the issuance of a building permit by the lead agency. This is a separate review process and it is the applicant's responsibility to submit plans directly to ACHD.
2. Comply with all ACHD Policies and ACHD Standard Conditions of Approval for any improvements or work in the right-of-way.
3. Obtain a permit for any work in the right-of-way prior to the construction, repair, or installation of any roadway improvements (curb, gutter, sidewalk, pavement widening, driveways, culverts, etc.).

## Traffic Information

Section 7, Item A.

This development is estimated to generate 38 additional vehicle trips per hour in the PM peak hour based on the Institute of Transportation Engineers Trip Generation Manual, 11<sup>th</sup> edition.

Condition of Area Roadways:

*Traffic Count is based on Vehicles per hour (VPH)*

Roadway	Frontage	Functional Classification
*State Street	124-feet	Principal Arterial
Cosmo Avenue	238-feet	Local

\*\* ACHD does not set level of service thresholds for State Highways.

Average Daily Traffic Count (VDT):

*Average daily traffic counts are based on ACHD's most current traffic counts*

- There are no current average daily traffic counts for State Street and Cosmo Avenue.

If you have any questions, please feel free to contact me at (208) 387-6329.

Sincerely,



Carbella Loise Medina  
Planning Review Intern  
Development Services

cc: City of Star – Shawn Nickel  
Cushing Terrell – Adam Schlegel

## Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.