



STAR CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho

Tuesday, October 5, 2021

7:00 PM

LIMITED SEATING IS AVAILABLE AT CITY HALL DUE TO COVID-19. THE MEETING CAN BE VIEWED VIA A LINK POSTED TO THE CITY OF STAR WEBSITE AT STARIDAHO.ORG. INFORMATION ON HOW TO PARTICIPATE IN A PUBLIC HEARING REMOTELY WILL BE POSTED TO STARIDAHO.ORG UNDER THE MEETING INFORMATION. THE PUBLIC IS ALWAYS WELCOMED TO SUBMIT COMMENTS IN WRITING.

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 RECORD RETENTION POLICY.

1. **CALL TO ORDER** – Welcome/Pledge of Allegiance
2. **INVOCATION** – Jason Meyers
3. **ROLL CALL**
4. **PRESENTATIONS:**
 - A. Chief Jake Vogt
5. **PROCLAMATIONS:**
 - A. Domestic Violence Month
6. **CONSENT AGENDA (ACTION ITEM)** **All matters listed within the Consent Agenda have been distributed to each member of the Star City Council for reading and study, they are considered to be routine and will be enacted by one motion of the Consent Agenda or placed on the Regular Agenda by request.*
 - A. Approval of Minutes
 - i. ~~June 15, 2021~~; June 29, 2021; July 6, 2021; July 20, 2021; August 3, 2021; August 17, 2021; August 24, 2021 and September 7, 2021
 - B. Approval of Claims Provided & Previously Approved
 - C. Findings of Fact & Conclusions of Law:
 - i. Grace Assisted Living Annexation & CUP (AZ-21-13/CU-21-04)
 - ii. Cherished Estates Subdivision Annexation (RZ-21-01/PP-21-08)
 - D. Final Plats:
 - E. Agreement to Collect CHD4 / City of Star
 - F. Joint Services Agreement – Ada County Sheriff & Ada County Prosecutor
 - G. Joint Services Agreement – Canyon County Prosecutor
 - H. Cooperative Agreement – Valley Regional Transit
7. **PUBLIC HEARINGS & ACTION ITEMS:**
 - A. **PUBLIC HEARING** – Langtree Bungalows Subdivision Annexation and Zoning, Development Agreement, Preliminary Plat and Private Street (AZ-21-11/DA-21-16/PP-21-15/PR-21-08) – **ACTION ITEM**
 - B. **PUBLIC HEARING** – Stardust Ranch Subdivision Rezone, Development Agreement, Preliminary Plat and Private Street (RZ-21-17/DA-21-217/PP-21-16/PR-21-09) – **ACTION ITEM**
 - C. **Transportation Committee** – Presentation and Action of Proposed ECAMP Map Revisions – **ACTION ITEM**
 - D. **Ordinance 341 and Development Agreement** – Rivermoor Subdivision Annexation & Development Agreement (AZ-21-06) – **ACTION ITEM**
8. **ADJOURNMENT**



STAR CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho

Tuesday, October 5, 2021

7:00 PM

LIMITED SEATING IS AVAILABLE AT CITY HALL DUE TO COVID-19. THE MEETING CAN BE VIEWED VIA A LINK POSTED TO THE CITY OF STAR WEBSITE AT STARIDAHO.ORG. INFORMATION ON HOW TO PARTICIPATE IN A PUBLIC HEARING REMOTELY WILL BE POSTED TO STARIDAHO.ORG UNDER THE MEETING INFORMATION. THE PUBLIC IS ALWAYS WELCOMED TO SUBMIT COMMENTS IN WRITING

Land Use Public Hearing Process

Public signs up to speak at the public hearing

Mayor Opens the Public Hearing

Mayor asks council if there is any Ex Parte Contact

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

Council can ask the applicant questions and staff questions

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

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

Applicant rebuttal (**10 minutes**)

Council can ask the applicant and staff questions

Mayor closes the public hearing

Council deliberates

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

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

Thank you for your participation.

Mayor Trevor Chadwick



STAR CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho

Tuesday, October 5, 2021

7:00 PM

LIMITED SEATING IS AVAILABLE AT CITY HALL DUE TO COVID-19. THE MEETING CAN BE VIEWED VIA A LINK POSTED TO THE CITY OF STAR WEBSITE AT STARIDAHO.ORG. INFORMATION ON HOW TO PARTICIPATE IN A PUBLIC HEARING REMOTELY WILL BE POSTED TO STARIDAHO.ORG UNDER THE MEETING INFORMATION. THE PUBLIC IS ALWAYS WELCOMED TO SUBMIT COMMENTS IN WRITING

FUTURE MEETING TOPICS – INFORMATIONAL PURPOSES ONLY		
Subject	Proposed Action	Tentative Date
Whitener Property	Public Hearing – Development Agreement Modification (DA-20-16)	October 12, 2021 – Tabled from 9/7/2021
Fountain Park Subdivision	Public Hearing – Subdivision, Annexation, Zoning Development Agreement & Preliminary Plat (AZ-20-19, DA-20-24, PP-20-17)	October 12, 2021 – Tabled from 9/7/2021
Moon Valley Townhomes	Public Hearing – Preliminary Plat & Development Agreement Modification (PP-21-12, DA-21-13-MOD)	October 12, 2021 – Tabled from 9/7/2021
South of the River Plan Comprehensive Plan Proposal	Presentation & Public Hearing – Resolution to Adopt	Under Development
Landyn Village Subdivision	Public Hearing – Annexation, Zoning, Development Agreement, PUD, Private Streets	Tabled Indefinitely, Awaiting ACHD/ITD Review Comments
Milestone Ranch Subdivision	Public Hearing – Annexation & Zoning, Development Agreement, Preliminary Plat	October 12, 2021
Rooster Hollow Subdivision	Public Hearing – Rezone, Development Agreement, PUD, Preliminary Plat	October 12, 2021
Piedmont Place Annexation & Rezone	Public Hearing – Annexation & Zoning,	October 19, 2021
Tommy's Car Wash	Public Hearing – Conditional Use Permit	October 19, 2021
Willowbrook Annexation & Rezone	Public Hearing – Annexation & Zoning, PUD, Development Agreement	Submitted and under Staff Completeness Review – No Hearing Date Set
Iron Mountain Vista Subdivision	Public Hearing – Annexation, Zoning, Development Agreement, Preliminary Plat	November 16, 2021
Venue Use Ordinance	Ordinance	Under Development
Consolidated Fee Schedule	Resolution	Under Development
Personnel Policy Manual	Resolution	Under Development
Social Media Policy	Resolution	Under Development
Ethics Manual	Resolution	Under Development
Surplus Property Designation	Resolution	Under Development
Open Container / Public Places	Ordinance	October 19, 2021

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.

DOMESTIC VIOLENCE PROCLAMATION

WHEREAS domestic violence is defined as abusive behavior in a personal relationship that gives one-member control and power over another through physical, emotional, sexual, economic, or psychological actions or threats; and

WHEREAS an estimated one in four women and one in seven men will face domestic abuse in their lifetime, and in 2020 there were 5,529 calls for service related to domestic violence and sexual assault in Ada County (an increase of 245 calls); and

WHEREAS a range of services and programs exist throughout the Treasure Valley providing safety, healing and freedom from domestic abuse and sexual assault including forensic exams and medical care, secure shelters, court advocacy, counseling, childcare, as well as case management; and,

WHEREAS the City of Star is an important partner with the Women’s and Children’s Alliance and Faces of Hope to provide a safety net of crisis services and create a community where individuals thrive in safe, healthy relationships.

NOW, THEREFORE, I, Trevor A. Chadwick, Mayor of the City of Star, Idaho do hereby join national and local officials in proclaiming October as

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Star.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 5th day of October, in the year of our Lord two thousand and twenty-one.

Trevor A. Chadwick, Mayor

ATTEST: _____
Jacob M Qualls, City Clerk / Treasurer





STAR CITY COUNCIL SPECIAL MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, June 29, 2021

6:30 PM

CALL TO ORDER – Mayor Chadwick opened the meeting at 6:30pm and welcomed those in attendance.

ROLL CALL – Present were Mayor Trevor Chadwick, Council President David Hershey; Council Members; Michael Keyes, and Jennifer Salmonsens. Kevin Nielsen was present via ZOOM Staff present Assistant City Planner Ryan Field and City Clerk / Treasurer Jacob Qualls.

PLAN REVIEW – South of the River Plan / Changes – Mayor Chadwick opened the Public Input portion of the meeting and advised those on the list to state their name, address and speak clearly into the microphone when they speak.

Field reported the plan had been out for over a month on the city website. The city needs to get back to Logan Simpson with modifications.

Mayor Chadwick reviewed the Scope of Work with the Council.

Council Member Keyes would like to see some text revisions to the current Comprehensive Plan to help guide those that will need to work the plan as well as code updates to match the plan, the future land use map will also need to be updated.

BUDGET WORKSHOP – Fiscal Year 2021/2022

Mayor Chadwick presented the DRAFT Fiscal Year 2021/2022 Budget, balanced at \$12,257,273.04. Chadwick highlighted some areas within the budget; adding a new Deputy City Clerk, funding the Mayor's position to indicate a full-time on premise mayor, funding a new position within the Buildings & Grounds Department, funding financial accounting software, funding an improved website with a new codification software, increasing the funding for law enforcement to add additional officers, and including American Rescue Plan Act funding. Mayor Chadwick explained because of Star's growth, the Revenue Sharing from the State of Idaho will increase substantially.

Council Member Keyes indicated he felt the City Clerk's wages should be increased to the level of the previous City Clerk.

Discussion ensued and City Council Members indicated they liked the budget and suggested Mayor Chadwick's initial number for a full-time mayor salary was too low. They would prefer the salary to be set at \$110,000 annually.

ADJOURNMENT

Mayor Chadwick meeting adjourned the meeting at 9:38 pm.

Trevor A Chadwick, Mayor

ATTEST: _____
Jacob M Qualls, City Clerk / Treasurer



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

Agenda Item 1: CALL TO ORDER – Mayor Chadwick opened the meeting at 7:00pm.

Agenda Item 2) INVOCATION – Buckley Perks, Church of Jesus Christ of Latter-day Saints led the invocation.

Agenda Item 3) ROLL CALL – Present were Mayor Trevor Chadwick, Council President David Hershey; Council Members; Michael Keyes, Jennifer Salmonsens and Kevin Nielsen. Staff present were, City Planner Shawn Nickel, City Clerk /Treasurer Jacob Qualls and Deputy City Clerk Meredith Hudson. City Attorney Chris Yorgason and Public Information Officer Dana Partridge attended via Zoom.

Agenda Item 4A) Ada County Prosecutor Presentation:

Deputy Prosecutor Robert Bleazard presented on the coming fiscal year and budget request, requesting the contract to be at the same rate as it's been. He presented some highlights, including the number of cases. He sees a steady increase in cases for the City of Star attributed to growth. They are seeing cases in person now and things are going smoothly, with good relationships with Star Police.

Agenda Item 4B) Valley Regional Transit Annual Report:

Valley Regional Transit did not present.

Agenda Item 5) CONSENT AGENDA

- Council Member Keyes moved to approve the Consent Agenda items: Approval of claims submitted, Findings of Fact for Stonebriar Subdivision Annexation (AZ-21-05) and Final Plat for Greiner's Hope Springs Subdivision No 3 (FP-21-14). Council Member Hershey seconded the motion. Keyes suggested a change of language in conditions of approval for Stonebriar to read that "The HOA shall come to an agreement within 90 days." Keyes amended the motion to include the changed language. Hershey seconded the amended motion. Voice vote indicated all Council Members signifying aye. Motion carried.

Agenda Item 6A) PUBLIC HEARING - Cherished Estates Subdivision

Mayor Chadwick opened the public hearing at 7:10. All Council Members reported they had no ex parte' contact.

Applicant Louis Parsons 1159 E Iron Eagle Dr, Eagle ID

Parsons is a Project Manager/Planner with Sterling Homes. He introduced their team: Owner and Principal of Sterling Homes, Jim Zubillaga, President of Sterling Homes, Brian Sinderhoff, Vice President, Dennis Hudspeth, Land Use Council, Deborah Nelson, Sr Planner/Engineer, Bonnie Layton and Consulting Landscape Artist, John Roters. He proceeded with a presentation that included a rendered site plan, project location, project planning detailing the density and lot size, project attributes, lot size and open space, landscaping, parks and amenities, construction considerations, elevations, setbacks, buffering, floor plans, and park plans. The project would be developed in phases. The first phase of the project would be 50 units. They agree with all the conditions presented by Staff and all commenting agencies have agreed with the project.

Council Member Hershey confirmed that they started at 180 units, pointed out that it was already zoned an R-2 and asked if they had considered making it an R-2. Parsons explained that they had increased the density to make

Page 1 of 5



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

homes that are more affordable. Hershey noted that a true transition would be no more than an R-3 and would like to see it more toward an R-2. Hershey inquired about the height of the berm in the front along Floating Feather. Parsons explained it would be a 5 ft berm but are willing to accommodate what staff asked.

Council Member Nielsen asked additional questions regarding the berm/fence height and said his understanding was that it would be a combination of 5' berm and 5' fence. Nielsen also spoke about landscaping.

Council Member Keyes asked about the ditch company and setback requirements. Parsons replied that they had discussions and input with all the agencies, including Middleton Mill, and understand the setback. Keyes asked staff if there was an existing development agreement from the original rezone and mentioned that the staff reports were a little confusing and needed clarification. He noted that he had read the Traffic Impact Study and that Ada County Highway District and Idaho Transportation District didn't agree about what should happen, specifically at the intersection of Plummer and Highway 44, regarding the impact and asked what their thinking was regarding the impact. Parsons replied that they have a proportionate payment obligation and will make it regardless of the agreed upon final improvements are between the agencies and will defer to them. Keyes mentioned that there were some negative impacts and asked what was in it for the City of Star's community. Parsons responded that they wanted to provide a variety of product that would provide homeowner opportunities to people who couldn't afford the area but wanted to live in Star.

Council Member Salmonsens asked for clarification about the original neighborhood concept and the irregular lots. She also asked about the internal pathway system and if they had talked with the neighbors about joining with their pathways for a city-wide pathway plan. Parsons explained their pathways and agreed to connecting and accommodating. Nielsen talked about the single-story setbacks and suggested that 10 ft setbacks would help get closer to an R-3. He asked what reduction it would take to get to an R-3 and Parsons replied that it would be 16 units, taking it down to 130 units. Nielsen talked about the importance of a balance of density to create a good community. Hershey talked about the difficulty of anything being "affordable" these days but would like to see the density at least an R-3 or lower with 10 ft setbacks.

Mayor Chadwick agreed that affordable housing is not affordable at this time. He mentioned density and a concern that agencies weren't being completely honest regarding the capacity of schools and the ability to accommodate the increasing number of students without having to ship them to neighboring cities. The Mayor also asked if the traffic impact study was done on the current Floating Feather or the new alignment of Floating Feather. He was concerned about the increased density affecting traffic, fire safety, school children, etc. because the current plan is based off an R-2. The Mayor expressed concern regarding the agencies and mentioned the need to make things work between the development community, cities and agencies before a problem is created that will be hard to get out of. Parsons acknowledge the agencies doing their analysis and that Sterling Homes has also done their current analysis, they trust their consultants and have agreed to pay their proportionate share and do all that they are required to do. Mayor Chadwick asked again about the Floating Feather traffic study and if it was based off the current or revised alignment.

Bonnie Layton explained the process and how they look at future development and improvements in their scope, and it was determined that the study was based off the revised alignment. Keyes asked if they took actual traffic



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

counts and Layton answered that they take the actual counts and also make predictions, looking at the existing and future plans. Keyes clarified that in the Integrated 5-year work plan, they are putting sidewalks in, not widening, and it won't be until the 2036-40 timeframe. Nielsen wouldn't categorize partner agencies as not being honest but rather that they don't have all the information. He recently met with ACHD and the population numbers they had were not correct. It was sobering to hear their projections and knowing that the decisions the Council makes will affect generations to come.

Mayor Chadwick referenced the traffic study and traffic volume and expressed concern about an increase in traffic without a real solution. Parsons agreed that traffic is an issue and future development will further impact it, but it comes down to what the regional transportation authority will allow.

Public Testimony:

Katelin Bartles, with Bryan Webb Legal – 3509 W Bavaria Ste 102, Eagle ID

Bartles represented 3 homeowners. She talked about some legal deficiencies and concerns in the application. They are not against growth but want to see it done on the right terms. The code and requirements for a preliminary plat encourages land use that is in harmony with surrounding areas and minimizes impacts on adjacent properties. It is her opinion that this application exceeds the surrounding housing density. Bartles also expressed concern with the traffic, pedestrians and making sure that the agencies, such as Water and Sewer, Police and Fire had adequate services available to support the increased population. She thinks that agencies might be undercounting and not considering growth. Bartles also pointed out that the application safety impact was deficient in four out of five areas: pedestrian level stress, housing to job ratio, Police and Fire, length of subdivision roads and traffic calming. The location of the lakes was also a concern due to putting most of the housing in the middle and causing the traffic to exit through the neighborhood. Bartles illustrated the differing density from the surrounding areas, and expressed concern regarding the proportionate share, lack of phases of development and analysis.

Deanna Johnson 1345 N Glen Aspen Ave, Star ID

Johnson asked the council to deny the application with its current zoning. She is fine with development and happy to accept it with the current R-2 zoning. She feels that this application is out of scale with surrounding communities and exceeds land use density. She is concerned about traffic and busing to schools, that there will be too many vehicles for the current road's level of service and that the infrastructure is not keeping up with growth. Johnson also had a question regarding Block 6, Lots 3 10 19, and if they are labeled to be developed at a future time.

Greg Lively 10232 W Shummard Dr, Star ID

Lively was against this application and stated that if a development does not minimize its impact on adjacent properties, the Council should say no. He feels the higher density adversely affects traffic and child safety and does not fit with the surrounding properties with lower density. Council Member Nielsen stated that the Council are elected to apply law and minimize impacts, but they need the facts. Lively replied that the way the road connects, all the traffic will flow out Shummard. Nielsen asked if it was a public road that was able to be extended in the future and mentioned that ACHD designs roads to handle capacity. He asked for specific impacts and if it would be exceeding the limit of the road. It was determined that the design of the roadway network within the



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

subdivision going out that was the concern and Lively suggested if they moved the park to the South and homes to the North, they would have their own access.

Mell Fleener 10374 W Floating Feather, Star ID

Fleener thanked the City Council for the incredible fireworks. He opposes this application, comparing it to a "trailer park, less wheels" and said that he already has trouble getting out of his driveway with all the current traffic, and adding more will horribly impact him. There is no right turn and cars are already backed up on Floating Feather. He moved to star for its unique atmosphere and allowing densities like this will make this community be like Boise.

Gina Mulhern 10189 W Shummard Dr, Star ID

Mulhern talked about the 40 acres and how the decisions will affect current residents and homeowners regarding water, sewer, power, schools, roads and infrastructure and everyday life. She feels that the Cherished Estates proposal is not in harmony with the surrounding neighborhoods both on density and build. The higher density traffic should not be permitted to flow through the connecting lower density neighborhoods. Mulhern stated that in a recent meeting, Sterling Builders said they could build larger homes with larger lots and still come out ahead. She sees this as a win-win. She asked what assurances the City has that everything will be as depicted, and what recourse the City has if they don't perform as promised.

Rick and Sue Anderson 10205 W Golden Rain St, Star ID

Anderson presented seven pages of signatures from citizens of Star asking not to approve the changes requested by the developer. They understand and support the R-2 density and have no problem with the development going in as long as it reflects density of neighborhoods around them. Anderson asked for Council to look at where it is going in, right next to skate park and by schools that already have traffic issues and safety concerns for students. Council Member Nielsen asked Anderson to elaborate on the difficulties in getting students to school safely and mentioned that the students are all given an option to be bused. Anderson replied that it is difficult for the children to go on foot or bicycle without going through Floating Feather traffic, which is not bad now, but he is concerned about what will happen in future with increased traffic.

Robert Trott 1388 N Glen Aspen Ave, Star ID

Trott presented concerns with the density of housing and the increase of people on their walking paths if it is connected into their pathway system. He stated that Floating Feather is already a planning issue and mentioned the safety concern for kids on bikes and scooters and suggested the need for two roads exiting on Floating Feather, so people aren't going through the existing communities.

Lynn Phillips 1510 N Rook Way, Star ID

Phillips mentioned that an R-2 zoning was one of the reasons she bought into Lakepointe and would like to see the new development remain as it was proposed, at an R-2 and asked the Council to stay with the long growth plan. She mentioned drainage problems and asked if the applicant could address maintaining water drainage, so it didn't impact her subdivision.



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

Steve Phillips 1510 N Rook Way, Star ID

Phillips stated that everyone wants the zoning to remain R-2, that the traffic is an issue and he does not want to see two stories go in where the beautiful cornfield is presently. He mentioned that it was an R-2 when he moved in and he would like to see it remain as an R-2.

Liz Brucks 10190 W Shummard Dr, Star ID

Brucks mentioned that she and her husband Jerry, are opposed to the large amount of proposed homes in Cherished Estates, and if it is approved, it will set a precedence for others to come in with high density projects. They love Star and the way it feels, and hope the Council holds the vision to keep star the wonderful place it is.

Kevin Mulhern 10189 Shummard Dr, Star ID

Mulhern stated that he was against the development of Cherished Estates and thanked the Council for the fireworks, letting them know he appreciated them.

Dennis Wells 10355 W Shummard Dr, Star ID

When Wells first moved to Star, he and his wife were selected to be on the transition committee and had an issue with a developer and the previous administration. He said that the Council has an opportunity with this development to make things right and correct that previous error. He would like the Council to stop development that would be bringing so much extra traffic down their street.

Jim Cheney 106664 W Wild Iris St, Star, ID 83669

Cheney told how he was born and raised in Nampa on an acre of land, that his parents taught him how to work in the yard and the value a yard can bring to a family. Keeping this development at an R-2 would give people the opportunity to have a yard and to keep the kinds of things Idaho represents. He mentioned that the master plan states that residents need to have a diverse choice of housing, and there are many developments with higher density but few at an R-2, so he asked that it be kept at an R-2. Cheney also mentioned that developments should not be materially detrimental to the public welfare and have an adverse impact. He noted that the irrigation would shut off soon and the water should be saved for drinking and farmlands. He said this is a good opportunity to look in the future and better prepare for what is going to happen. Council Member Keyes mentioned a concern from Cheney's letter regarding censorship with a neighborhood meeting. Cheney felt that his questions were not addressed or were made to be controversial. He feels that they are now reaching out to the community and listening. Cheney suggested cutting out one lot to get to Floating Feather and not have to cut through the subdivision.

Jeffrey Busby 300 S Streamleaf Ave, Star ID

Busby expressed concern about an increase in transportation. He quoted from the traffic impact study that was submitted where background traffic conditions analyzed with existing intersection controls at the intersections of State Highway 44 and Plummer, and Floating Feather and Highway 16 do not meet minimum operational thresholds. One recommendation was to put a traffic signal at Floating Feather and State Highway 16, which the State won't agree to. The other challenge is how to physically change the intersection at Highway 44 and Plummer. Busby expressed disappointment that it seems like the State prioritizes intersections based on fatalities. He doesn't want to wait until there is a fatality to make changes. Busby was also concerned that the City has a



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

master plan and asked why it was even in place, if the developers could come in and change the zoning from the plan that was already developed.

James Barnet 10146 W Shummard Dr. Star, ID

Barnet noted that Council Member Nielsen had said that to mitigate traffic, you needed to either build up or build out and said that we need to build out. He also brought up property rights crimes and mentioned that because all the pathways are being interconnected, it causes people from outside neighborhoods to access private pathways and ponds, which will only get worse if the density increases. He asked the Council to not stack the houses, but to keep it zoned at an R-2.

Mark Roark 10254 W Golden Rain St, Star ID

Roark repeated the importance of remembering that when people in this area purchased their homes, the area was zoned at an R-2 and that is the reason that they purchased there. He urged the Council to remember what it took for many to be able to purchase in the area, and for them to keep it zoned at an R-2.

Erin Timinsky 7097 Southern Vista Ct, Star ID

Timinsky echoed what Council Member Nielsen said, that the Council does have the power and ability to consider how Star is being developed, and it's really in its infancy. As a lifetime Idahoan and realtor, she has a great passion for developers and property rights but is also passionate about space and thinks that the power is in the setbacks. She loves the development, the walking paths, the community space but feels that 5 ft setbacks are not desirable or even give adequate access to emergency vehicles. She would like to see Star do what they can to preserve their rural roots.

Council Member Keyes asked to follow up with Jeffrey Busby's statement that we violated our plan. Busby clarified that he just meant that it was zoned at an R-2, and he didn't understand why it wouldn't stay an R-2. Keyes explained that there was a difference between the zoning plan and comprehensive plan, and that the land use map showed the parcel to be a 3-5.

Mayor Chadwick called for a break at 9:07pm

Mayor Chadwick called the meeting back to order 9:13pm

Rebuttal:

Deborah Nelson 601 W Bannock St, Boise, ID

Nelson went through the comments and questions from the public testimonies, addressed some of the concerns and presented some facts. She spoke regarding transportation growth and gave assurance that the capacity met the levels of service on Floating Feather and Plummer. She mentioned that she thought the traffic impact study had been done on the current alignment, not the new alignment that the Mayor was questioning earlier, and confirmed that it still had the level of service and the same constraints with safety, capacity and functionality. She addressed the concerns regarding the preliminary plat requirements, single access, connectivity, ITD report and conditions of approval, transition of lots, zoning and master plan, and density.



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

Louis Parsons addressed some questions and concerns regarding common lots, setbacks, density and reducing unit count and having single story homes, and connectivity. He expressed appreciation regarding the hard work of community and staff.

Mayor Chadwick closed the public hearing and moved to council deliberations. The council members had a discussion regarding the zoning, conditions of approval, what parts of the application met the comprehensive plan, interpretations of the comprehensive plan, discretions of the council, public feedback and engagement. City Attorney, Chris Yorgason addressed a question regarding what constitutes material harm, detriment and welfare, standards that need to be met, complying with regulations, public services, and impacts. The council discussed options regarding tabling the application.

- Nelson moved to table the application to September 7, 2021, to give the applicant the opportunity to consider the testimonies and deliberations and come back with a new plan. Guidance was given to stay between an R-2 and R2.5, single story matching, berm and fence height, setbacks, connectivity and a fire report. Council Member Salmonsens seconded the motion. Voice vote indicated all council members signifying aye. Motion carried.

Agenda Item 6B) TENTATIVE ADOPTION OF FY 2021/2022 BUDGET

The budget was tentatively set at \$12,627,273.04 and there was discussion whether this was an accurate number or if it should be increased slightly to be on the safe side. It was decided to make the number an even 13 million.

- Council Member Keyes moved to adopt the tentative budget. Council Member Nielsen seconded the motion. Voice vote indicated all council members signifying aye.

Agenda Item 8) REPORTS:

Council Member Nielsen – Met with ACHD and there were discussions regarding a master plan and what could be done to make more of a live-work city and also regarding mitigating long-term traffic. Nielsen expressed appreciation for the hometown celebration activities, liked having it over the span of two days, and gave special thanks to Dana Partridge and the volunteers. He then emphasized the importance of kindness and watching out for each other in the community no matter how much it grows.

Council Member Salmonsens – Agreed with Nielsen regarding the Hometown Celebration and she also enjoyed having it over two-day period. She mentioned that The Parks and Arts Committee participated in the parade with a float, and they will be having a workshop on July 11 regarding the Parks Chapter in the Comprehensive Plan, reviewing it for possible changes. Salmonsens added how much she enjoyed participating in the July 3rd parade and raising money for the Senior Center by getting a pie in her face and being in the dunk tank.

Council Member Keyes – Echoed the previous comments about the 4th of July celebration and thanked Dana Partridge specifically for all her time and hard work. The Transportation Committee selected a new member of the Pedestrian's Advisory Group to ACHD. Keyes mentioned the adoption of the impact fee ordinance and he attended a meeting with Compass to discuss their Fiscal Impact Tool.



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

Council Member Hershey – Attended a Fire meeting and participated in the city softball game. He also expressed appreciation for the Hometown Celebration and said he believes it is our volunteers who keep us going and added that no matter where you serve or when you moved to Star, we are all family.

Mayor Trevor Chadwick – Met with Carl Miller at Compass to talk about the Fiscal Impact Tool and also met with Miller regarding the demographics and discovered that the numbers are not correct and approval will have to be pushed back. He also thanked Dana Partridge and crew for the fantastic job they did with the Hometown Celebration.

Chief of Star Police, Jake Vogt – He mentioned that the City had contracted with Northwest Traffic Safety for traffic control at the Hometown Celebration so the police could be dedicated to public safety. The traffic outflow after the fireworks went well and they plan to use them again next year. The new Sheriff Matt Clifford, former chief of Eagle Police, was sworn in this morning and Vogt mentioned he will be making rounds to introduce him soon.

Agenda Item 9) ADJOURNMENT:

Mayor Chadwick adjourned the meeting at 10:26 pm.

Trevor A Chadwick, Mayor

Jacob M Qualls, City Clerk / Treasurer



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

Agenda Item 1) CALL TO ORDER – Mayor Chadwick welcomed everyone and opened the meeting at 7:00pm.

Agenda Item 2) INVOCATION – Bishop Scott Roberts – Star 5th Ward, The Church of Jesus Christ of Latter-day Saints led the invocation.

Agenda Item 3) ROLL CALL – Present were Mayor Chadwick, Council President David Hershey; Council Members; Michael Councilman Keyes and Councilwoman Salmonsén. Councilmen Kevin Nielsen previously advised he could not attend this meeting as he was dropping one of his children off at college. Staff present were City Attorney Chris Yorgason, Public Information Officer Dana Partridge, City Planner Shawn Nickel, and Assistant City Planner Ryan Field. City Clerk Jacob Qualls was excused.

Agenda Item 4) – PUBLIC HEARINGS & ACTION ITEMS

Agenda Item 4A) PUBLIC HEARING – East Star River Ranch (RZ20-12/DA-20-28) – Commercial Rezone ONLY; Table Remaining Applications Indefinitely (PP-21-03/CU-21-01/PR-21-02)

Mayor Chadwick opened the Public Hearing and read the rules governing the public hearing process. He asked the Council if anyone had any ex parte communication. Each Council Member indicated they had not had any ex parte communication. Mayor Chadwick turned the time over to Mr. Larson with Star River Development, LLC.

Shawn Nickel commented regarding the application and gave a brief summary of the application. Nickel reported this application has been tabled several times as the City and Applicant has waited for the traffic impact studies from ITD and Ada County Highway District (ACHD). The rezone of the commercial portion was due to the 2018 annexation and re-zone of C-1. Specific uses were discussed during the meeting and the city did not do a DA at the time. In 2020 the city changed the zoning ordinance and C-1 uses were modified. Staff suggested that at this time the commercial piece could be rezoned, a Development Agreement be put in place and then the applicant can move forward with the commercial piece. This would allow the applicant to move forward while waiting on the transportation pieces.

In the commercial portion of the development, there are 6 residential lots designed as a buffer for the Heron River development. These can be conditioned in the DA. This is only the commercial piece; the residential piece is not a topic of discussion.

Mayor Chadwick turned the time over to Mr. Larson at 7:18 pm.

APPLICANT: Mr. Larson's address is 855 S. Calhoun Place, Star, Idaho, 83669.

Mr. Larson mentioned that this has been a 2-year process to get to this time. They have had 2 neighborhood meetings at this point without any issues. One concern has been traffic and the answer was the buffer and the neighbors were very happy with this. There will also be a light at Moyle and Highway 44. Neighbors want restaurants and want to know how soon that would happen? Tonight, is just for a portion of the project about 1/3.



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

Mr. Larson gave a little history on the project and timeline. He was advised by Cathy Ward to not include the Development Agreement at the time of the original annexation. They modified the original application from R-12 to R-8 with the understanding that they could request a retirement home on the rest of the parcel. Mr. Larson is requesting that the original uses of C-1 be allowed, willing to rezone to C-2, is looking for the C-1 approvals granted in April 2018. This application was coming to submittal in March of 2020 but was withdrawn due to COVID-19.

Councilman Keyes asked if the six homes were attached or detached, Mr. Larson said they are detached. Mayor Chadwick clarified that the city is only hearing on the commercial rezone.

Councilman Keyes asked about the walking path, Mr. Larson showed where the path was located.

Councilman Keyes asked if the city were to put in the Development Agreement all the C-1 approvals from the 2018 Development Agreement, would they be done here. Mr. Larson said yes.

Councilwoman Salmonsens asked about storage units and a church, He said he has not talked to anyone about anything other than a gas station, coffee shop and restaurants.

Councilwoman Salmonsens asked about drive-throughs, Mr. Larson said it would be a drive through. She asked if the neighbors were opposed to the drive through, he said no.

Mayor said that he remembers that a neighbor wanted the gas station but not up against the homes.

Councilman Keyes asked about the Barron letter and the items that they wanted in the Development Agreement, he asked Mr. Larson if he agreed. He said he is not at a point to agree to those without the transportation reports.

Mayor said they need the land for the Moyle light, and Mr. Larson said they are willing to participate in that but need ITD to respond.

Councilman Keyes asked if ACHD and ITD accepted the Transportation Impact Study, Mr. Larson said yes, they have.

Shawn Nickel Nickel called attention to the staff report in reference to the storage units. Mr. Larson wants to make them a conditional use permit versus taking them off the table all together. Mayor does not want storage units, but to continue to work with ITD.

Mayor does not want any non-profit on the commercial land where there is no property taxation.

The gas station height is 35 feet to the mid-line, but the Cupola is higher, Shawn Nickel suggests that the height extension be put in the Development Agreement, the Mayor agreed. The height would be 54 feet for the piece that is a non-inhabited space. Councilwoman Salmonsens asked for a building that is similar in size that she can



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

compare this to. Mr. Larson said he does not know the size of buildings.

Shawn Nickel said the mid roof is 35 feet, the pitch height is 41' 6" and the top of the Cupola is 54'

Councilman Keyes said he wanted to hear from the public.

STAFF NOTE: 12 people signed up, no one indicated they wanted to speak.

Jeff Riggs from Barron Land Group, 1401 17th street in Denver Co

They have been working with Mr. Larson even before they purchased the land from TJ. They are supportive of the plan to move the zone from C-1 to C-2 and they support the commercial plans for the property. They are asking that the DA include the light at Moyle, and they participated in the second TIS with Mr. Larson. Asking for timing of the light. They encourage timing and reflect on the comments from their letter of support. Barron will be paying 35% of the light at Moyle, pointed out by the Mayor and they are ready to go with that right now.

STAFF NOTE: No one else wanted to speak in person, no one signed up online. Seven people signed up in support of the project. two signed up as uncommitted and the other five did not indicate they were for, against or neutral of the application.

Mr. Larson came back up for rebuttal

Mr. Larson asked to honor the original conditions, they will grant an easement for the light, and they will not pursue a church or storage units. The light and funding participation and timeline still needs to be worked out and the funds are not just from the commercial, but also the residential.

Councilman Keyes asked if the Development Agreement that was submitted was off the table, and this was a new Development Agreement. Shawn Nickel confirmed.

Mayor Chadwick stated that the light can go in now and needs to go in now. Idaho Transportation Department (ITD) is not contributing to the cost of the light. The only parcel that has the contribution amount is the Barron property.

Mayor Chadwick asked if they knew how much the light was going to be or how much space it would take up. Again, Mr. Larson mentioned that the residential piece will bring in the funds, not the commercial piece.

Mayor Chadwick asked if we do a Development Agreement now, can we amend in the future for the residential portion for a required percentage. Shawn Nickel said that was his recommendation. Shawn Nickel suggests that we put a not to exceed amount in the Development Agreement. Councilman Keyes asked if anyone has talked to Moyle contributing money to the light. Mayor said no one has approached Moyle.

Discussion on the amount that Mr. Larson should pay among the Council. Councilman Keyes proposed that the city put some language in the Development Agreement that the parties can re-open the Development Agreement



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

later to put specifics in it. Star City Attorney Chris Yorgenson said that was ok to have in the Development Agreement and should be built in now.

Mr. Larson's attorney spoke, they want the Development Agreement in place, and they want to come back with the DA to address some items of the residential portion. The items that the developer wants cannot be discussed tonight unless the Development Agreement is reopened at a later time during the portion of the application that was tabled.

Conditions of Approval

- No 2-story next to Heron River
- Height exception of cupola
- Funding for the light
- Prohibited uses west of Moyle, from the staff report list
- No storage facilities
- No non-profit organizations
- Agreement to re-open the Development Agreement.
- Allow 6 Single Family detached units on the Southwest corner of the property.
- Councilman Keyes wanted the items that were Conditions of Approval in 2018 to be Conditions of Approval in 2021. Shawn Nickel pointed out that this was the intent of the meeting since the zoning was changed.
- Light cost does not exceed 35% for Mr. Larson
- City may cover the remaining cost with interest bearing loan and late comer fees.
- Any establishment with outdoor dining would need Conditional approval.
- Keep 3rd bullet from Riggs letter in the Development Agreement

Mayor Chadwick closed Public Hearing at 8:33 pm

- **Action of East Star River Ranch** - Councilman Keyes moved to approve the East Star River Ranch Rezone and Development Agreement (RZ-20-12/DA-20-28) with the conditions stated. Councilwoman Salmonsens seconded the motion. Voice vote indicated all members present signifying aye. Motion carried.

Mayor Chadwick called for a 5-minute recess at 8:35 p.m. Mayor Chadwick called the meeting back to order at 8:40 p.m.

Agenda Item 5) ACTION ITEMS

Agenda Item 5A) - 2nd Reading – 342-2021 – Canyon Highway District 4 / City of Star Impact Fee Ordinance - Councilman Keyes provided the second reading and read by Title.

Agenda Item 5B) – Ordinance 344 – Cranefield Subdivision Rezone & Development Agreement



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

Removed from the agenda by the mayor.

Agenda Item 5C) – Moyle Village Subdivision Development Agreement

- Councilman Keyes moved to approve both items C and D in the same motion. Council President Hershey seconded the motion. Voice vote by all members present signified aye. Motion carried.

Agenda Item 5D) – Moyle Heights Development Agreement

- Councilman Keyes moved to approve both items C and D in the same motion. Council President Hershey seconded the motion. Voice vote by all members present signified aye. Motion carried.

Agenda Item 5E) – Keller & Associates Highway 44 Monitor Agreement

Ryan Morgan, City Engineer with Keller Associates. This is for the widening of Highway 44 from Star Road to Highbrook. Mayor Chadwick asked to expand the scope to go from Highbrook to Can Ada Road. Ryan Morgan said that the survey time and costs would more than likely double. That is task 2 and 9 on the attached agreement. Councilwoman Salmonsens asked why this section and not others. Mayor explained that this is the unfunded portion, Linder to Highway 16 and Highway 16 to Star Road are already funded by ITD.

This is for Keller to put together the bid documents and work with ITD to put this out to bid. Council would then approve the use of Proportionate share fees to pay for the expenses.

- Councilman Keyes moved to approve the Keller Highway 44 Monitor Agreement and the lump sum of \$129K plus an additional \$50k for the change in scope from High Brook to Can Ada with the understanding that Keller will follow up with a firm quote. Council President Hershey Seconded the motion. Voice vote by all members present signified aye. Motion carried.

Agenda Item 5F) – Bruce Borup – Private Street (PR-21-10) – Tabled from 8-17-2021

Shawn Nickel stated the reason this was tabled, to see if we could secure an easement for a pathway along the back of his property. Staff met with Mr. Borup, and he is agreeable to granting an easement for a pathway, not to exceed 20 feet in width.

- Councilman Keyes moved to approved private road application (PR-21-10) to include an easement along the Lawrence Kennedy canal where the irrigation district currently takes their access. Council President Hershey seconded the motion. Voice vote by all members present signified aye. Motion carried.

Agenda Item 5G) - Landyn Village (AZ-20-04/DA-21-14/PP-20-04/PUD-20-03/PR-21-07) – Table Indefinitely

- Councilwoman Salmonsens moved to table the Landyn Village application indefinitely. Councilman Keyes seconded the motion. Voice vote by all members present signified aye. Motion carried.

Agenda Item 6) – Discussion Items

Mayor moved to reports and asked each individual if they had anything to report on.

Reports:



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

- Chief Vogt: None
- Councilwoman Salmonsens:
- Councilman Keyes: Wanted to echo Councilwoman Salmonsens, propose the parks committee contemplate how to memorialize the situation. Not so much naming the park, but something different. He met with SSWD on Friday, anticipating a January opening for the new plant on Joplin. The Kingsbury plant a year from now. Star bridge may be down to 1 lane for an extended period. Attended the mtg with Canyon County and the Committee of 9 with the mayor.
- Councilman Hershey: Historic committee will meet this Thursday at City Hall and they are moving along.
- Mayor Chadwick said that a citizen brought in a stack of old historic papers for the committee to review.
- Shawn Nickel: No updates to provide.
- Dana Partridge: No updates to provide.
- Mayor Chadwick:
 - Committee of 9 making progress, almost to the point of getting a motion for the area of impact on the Canyon County side. It takes 5 out of the 9 to approve, then goes to the Canyon County Commissioners to approve and then the city to adopt. If Middleton does not accept the decision, there would be a judicial review.
 - Matt Vraspir resigned from City Committees today, effective immediately. Mayor Chadwick said different options would be looked at for the dog park.
 - September 28, 2021 is the State of the City address at 7:00 pm.
- Councilman Keyes asked about the building software automation and if we were going to go live. Inspectors are doing all inspections electronically now.
- September 28, 2021 is the State of the City address at 7:00 pm.

Agenda Item 7) ADJOURNMENT

Mayor Chadwick gaveled the meeting adjourned at 9:08pm.

Mayor Chadwick A Chadwick, Mayor

ATTEST: _____
Jacob M Qualls, City Clerk / Treasurer

City of Star
Transaction List by Vendor

September 1-30 2021

Vendor	Memo	Amount
A & A Security of Idaho	Art by the River Overnight Security	-637.50
A & B Lock	New Keys and Lock	-120.00
ABC Stamps	Trodat Stamp	-37.87
Ada County Highway District	Impact Fees 8/25/21 - 9/24/21	-99,557.00
Ada County Landfill	Landfill Fee	-31.32
Ada County Prosecutor's Office	Prosecuter Attorney Services	-2,500.00
Ada County Sheriff's Office	Police Services	-97,450.00
Advanced Sign	"Leave No Trace" Signs	-501.90
Association of Idaho Cities	ICCTFOA Conference, Qualls, Partridge, Hudson	-714.00
Beverly Harris	Reimbursement 1/2 Price Dog License	-8.00
Blue Cross of Idaho	Health Insurance	-13,556.35
Blue Raven Solar.	Refund on Electrical Permit EI2021-531	-75.00
Bob Darling	Softball Tournament Umpire	-240.00
BSN Sports	Softballs	-191.96
Canyon Highway District No. 4.	CHD4/Middleton/Star Joint Impact Fee Study	-25,000.00
Century Link	Telephone Services	-195.80
CINTAS	Rug Cleaning Services	-428.38
Clearly	Telephone Services	-238.09
Computer Consulting	Information Technology Services	-2,474.08
Cutthroat Cornhole	Cornhole Boards	-1,240.00
Dana Partridge	Media Services Aug 26 - Sept 26, 2021	-4,288.99
Deborah Dougherty	Landscape Draw Refund	-35.00
Denice VanDoren	Reimbursement Drinks/Pizza - Art by the River	-205.13
DMH, Enterprises	Plumbing Inspections 8/25/21 - 9/24/21	-12,639.71
Doug Dunbar	Softball Tournament Umpire	-200.00
Eagle 616 Lions Club	Golf Scramble Hole Sponsor	-250.00
ECI Contractor	Electrical Inspections 8/25/21 - 9/24/21	-13,263.99
Fatbeam LLC	Internet Service	-1,640.50
GameFace Athletics	Uniforms, Gear, Tournament Fees	-12,268.65
Gem State Paper & Supply	Pest Control and Janitorial Supplies	-2,197.01
Hubble Homes	Bond Return - Greendale Sub Phase 3	-328,327.62
Idaho Central Credit Union	Credit Cards - Chadwick, Qualls, Little	-1,770.17
Idaho Correctional Industries	Business Cards - Gomez and Tinker	-105.00
Idaho Nursery Association	INLA Dues	-75.00
Idaho Permit Technicians	Training - Gomez and Tinker	-200.00
Idaho Power - IDACORP	Electricity	-3,607.33
Idaho Tractor Inc	Maintenance Parts	-17.30
Idaho Youth Soccer Assoc	Registration	-15.00
Intermountain Gas Co	Gas	-29.37
Justin May	Reimbursement Sandwiches for Art by the River	-875.00
Keller Associates	Engineering Services	-12,905.00
Kim Ingraham	Reimbursement Art by the River Pop Up	-70.84

**City of Star
Transaction List by Vendor**

September 1-30 2021

Larry Bearg	Tai Chi Instruction	-68.25
Lisa Bittick-Lowe	Art by the River Live Entertainment	-300.00
Logan Simpson Design Inc	South of the River Sub Area Plan	-8,075.00
Lorne Ziegenfuss	Softball Score Keeping and Field Prep	-150.00
Mastercard	City Credit Cards	-1,097.01
Matthew Bender	Legal Books	-611.81
McClatchy Company LLC	Legal Ads	-598.88
Meridian Trophy	Softball Awards	-344.20
Michelle Robinson	Softball Score Keeping	-90.00
Mountain Alarm	Security Alarm	-70.00
MSBT Law	Attorney Services	-2,847.00
Municode	Subscription, License, Website, Munidocs	-8,660.00
Napa Auto Parts	Auto Parts	-127.97
Nick Pew	Reimbursement - Cheer bows	-31.78
Niki Dean	Yoga Instruction	-301.00
Office Savers Online	Office Supplies	-241.69
Phone Works	Telephone Services	-439.00
Pitney Bowes	Postage Meter	-48.44
PortaPros	Portable Restrooms	-657.20
Protect Youth Sports	Background checks	-43.90
Republic Services	Recycle and Waste Management	-802.21
RIMI Inc.	Mechanical Inspections 8/25/21 - 9/24/21	-10,659.00
Rob Brown	Softball Tournament Umpire	-170.00
Rob Harding	Art by the River Live Entertainment	-150.00
Robert P Little	Building and Grounds Services	-4,660.00
Ron Weston	Reimbursement Sports expenses, Speaker	-491.00
Sherwin Williams	Paint and supplies	-1,382.38
Shirley Van Paepeghem	Art by the River Live Entertainment	-300.00
Silver Creek	Hunter's Creek Maintenance	-15,712.11
Sparklight	Internet Services	-565.38
Star Chamber of Commerce	Chili Cook-off Tickets	-63.00
Star Fire Department	Impact Fees 8/25/21 - 9/24/21	-36,405.00
Star Merc	Fuel and supplies	-132.54
Star Storage	Unit Rental	-80.00
Star Tire & Auto LLC	Used Tire Utility Trailer	-62.50
Star Vet Clinic	Animal Control Services	-1,400.00
State of Idaho Federal Surplus	Maintenance Supplies	-60.00
StateFire DC Specialties	Fire Extinguisher Inspections	-793.35
Stroth General, LLC	Blake Haven & Pavilion Park Project	-724,398.70
Tanya Hiner-McKay	Art by the River Live Entertainment	-300.00
Tates Rents	Saw, Trencher and Trailer Rentals	-597.85
Teresa Smith	Camp Refund	-200.00
Treasure Valley Coffee	Water and Coffee Supplies	-419.04

City of Star
Transaction List by Vendor

September 1-30 2021

United Heritage	Insurance	-159.37
UPS Store, The	State of the City Mailer	-2,327.57
Valley Wide Coop	Fuel	-875.85
Vanguard Cleaning	Janitorial Services	-2,570.00
Verizon	Cellular Phones	-509.81
Whitman & Assoc. Inc.	Building Inspections 8/25/21 - 9/24/21	-27,312.00
Woodbridge Pacific.	Refund for Impact Fee - CC Permit BPR2021-583	-3,433.00
Xerox	Copy Machine Meter	-234.61
Yorgason Law Offices, PLLC	Attorney Services	-3,060.00
Zoom	Cloud Recording	-40.00
	GRAND TOTAL EXPENSES	-1,505,313.26

FINDINGS OF FACT AND CONCLUSIONS OF LAW
GRACE ASSISTED LIVING FACILITY
FILE NO. AZ-21-13/DA-21-19/CUP-21-04

The above-entitled Annexation and Zoning, Development Agreement and Preliminary Plat land use application came before the Star City Council for their action on September 7, 2021, at which time public testimony was taken and the public hearing was closed. The Star City Council, having requested and taken oral and written testimony, and having duly considered the matter, does hereby make the following Findings of Fact and Conclusions of Law.

Procedural History:

A. Project Summary:

The Applicant is seeking approval of an Annexation and Zoning (C-2), a Development Agreement, and a Conditional Use Permit for a proposed assisted living facility with associated seven (7) 5 plex independent senior living units. The property is located on the southwest corner of Bent Lane and W. State Street (Hwy 44) in Star, Idaho and consists of 14.16 acres.

B. Application Submittal:

A neighborhood meeting was held on May 11, 2021, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on June 15, 2021.

C. Notice of Public Hearing:

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on August 5, 2021. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on August 2, 2021. Notice was sent to agencies having jurisdiction in the City of Star on June 15, 2021. The property was posted in accordance with the Star Unified Development Code on August 4, 2021.

D. History of Previous Actions:

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

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	Commercial (Canyon County)	Commercial	Vacant
Proposed	C-1	Commercial	Assisted Living/Commercial
North of site	Agricultural (AG)	Commercial	Hwy 44/Single Family Residential/Agricultural
South of site	RR (Canyon County)	Commercial	Single Family Residential
East of site	M-1 Industrial (Canyon County)	Commercial	Vacant
West of site	M-U-DA	Estate Residential	Agricultural

F. *Development Features.*

CONDITIONAL USE PERMIT (Assisted Living Facility & Independent Senior Living Units):

The Conditional Use Permit included in this application is for an 83,500 square feet, 105-bed assisted living facility (85 beds for assisted living and 20 beds for a memory care unit), and (7) seven 5 plex residential units for independent senior living. The 5-plexes and assisted living facility will be owned and maintained by the same company, Grace Assisted Living Corporation. The 5-plexes, will be rentals and will have access to the amenities provided by the assisted living facility such as meal service and organized activities. Star Sewer and Water will provide services to the entire property. Water is available from Bent Lane and will be connected as part of the construction process. Sewer will be utilizing a temporary, private lift station until the site can connect to a gravity feed connection in the near future.

The assisted living complex will be developed in 2 phases. Phase 1 will include the main assisted living facility building and the associated roads and infrastructure. Phase 2 will include the independent living portion that includes the seven, 5-plex units and the associated roads and infrastructure. The main assisted living facility will have 70 parking spaces, including ADA stalls for staff and visitors. Amenities included in this development include an open common lot with BBQ and Gazebo with a pathway connecting the independent living buildings with the main facility.

The remaining property located along the west side of Bent Lane will be used for future commercial uses. The applicant intends to follow up this application and approval with a preliminary plat to split the uses into individual lots.

ADDITIONAL DEVELOPMENT FEATURES:

- Parking
Staff will review parking compliance as part of the Certificate of Zoning Compliance and building permit process.
- Lighting
Streetlights and parking lot lighting shall reflect the "Dark Sky" criteria with all lighting. The same streetlight design shall continue throughout the entire development. A lighting plan and cut sheet(s) shall be submitted to the City with the Certificate of Zoning Compliance for review and approval prior to issuance of a building permit.
- Landscape
As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use "Treasure Valley Tree Selection Guide", as adopted by the Unified Development Code. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. The Plan submitted shows a 40-foot buffer from highway 44 with mulch and various trees and shrubs. The plan calls for the appropriate number of trees along Highway 44, Bent Lane and the Backage Road to satisfy code.
- Drainage
The applicant is proposing the use of permeable pavers throughout the development. These will require City Engineer approval.
- Setbacks
Applicant is not requesting any special setback waivers and will comply with the C-1 setbacks outlined earlier in this report.
- Streets
The development will be accessed off Bent Lane, which is a public road. The roads within the development are proposed to be private. The submitted site plan calls out 25-foot-wide roads from back of curb to back of curb in a 43 foot right of way. This does not comply with current City of Star requirements. Star Fire will need to approve all private roads. Phase 2 will provide a backage road that will have two additional points of access. The backage road will align with the future continuation of Landruff Lane from the west through the recently approved Riverpark Subdivision. Landruff Lane is recognized on the adopted City ECAMP map for street connection.
- Sidewalks

The development appears to have attached sidewalks throughout. Sidewalks should be a minimum of 5 feet in width to satisfy the Unified Development Code, Section 8-4D-3, B5.

- Mailbox Cluster

Applicant will need to work with Star Postmaster, Mel Norton on an approved location for mail delivery for the development. A letter of approval shall be required prior to signing the final plat.

- Flood Plain

This entire property is in Flood Zone AE. Applicant will need to complete a LOMR-F for the site and it is recommended that the site be elevated 3 feet above the base flood elevation (BFE).

H. *On-Site Features:*

- ✧ Areas of Critical Environmental Concern – No known areas.
- ✧ Evidence of Erosion – No evidence.
- ✧ Fish Habitat – No known areas.
- ✧ Mature Trees – Yes, will try to retain is possible
- ✧ Riparian Vegetation – No known areas.
- ✧ Steep Slopes – No evidence.
- ✧ Stream/Creek – None
- ✧ Unique Animal Life – No critical habitat for unique, threatened, or endangered wildlife evident.
- ✧ Unique Plant Life – The property does not provide critical habitat for unique, threatened, or endangered plant life.
- ✧ Unstable Soils – No known issues.
- ✧ Wildlife Habitat – No know areas.
- ✧ Historical Assets – No historical assets have been observed.

I. *Agencies Responding:*

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

CHD4	August 5, 2021
Idaho Dept. Water Resources	June 16, 2021
Keller	July 2, 2021
Star Fire District	August 9, 2021
ITD	August 31, 2021

J. Staff received the following letters for the development:

None

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

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

8.5.6 Policies Related Mostly to the Commercial Planning Areas:

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

18.4 Implementation Policies:

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

Unified Development Code:

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

B. Standards:

1. The subject property shall meet the minimum dimensional standards of the proper district.
2. The city may require a development agreement in conjunction with the annexation and zoning, or rezone, pursuant to Idaho Code section 67-6511A, which may include a concept plan. In addition to other processes permitted by city and state code, exceptions or waivers of standards, other than use, may be permitted through execution of a development agreement. A development agreement and concept plan shall be required for any rezone to

a mixed-use zone, high density zone or land which includes steep slope (land over 25%) or floodway.

3. The termination of a development agreement shall result in the reversal of the official zoning map amendment approval and applicable development approval for any undeveloped portion of property subject to the development agreement. The undeveloped property subject to the development agreement shall be rezoned to the district classification as designated by the development agreement. When no designation is provided, the property shall revert to its original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.

4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.

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

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

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

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

C-2 GENERAL BUSINESS DISTRICT: To provide for the establishment of areas for commercial uses allowed in other commercial zones and commercial uses which are more intensive than those permitted in other commercial zones, and typically located adjacent to arterial roadways and not immediately adjacent to residential, including the establishment of areas for travel related services such as hotels, motels, service stations, drive-in restaurants, offices, limited warehousing, commercial services and retail sales.

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.

ZONING DISTRICT USES	CBD	C-1	C-2
Retirement Home	C	C	N

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
Commercial C-1	35'	20'	5'	0'	20'

IDAHO STATUTE:

**TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 2**

GENERAL PROVISIONS — GOVERNMENT — TERRITORY

50-222. ANNEXATION BY CITIES. (1) Legislative intent. The legislature hereby declares and determines that it is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocate the costs of public services in management of development on the urban fringe.

(2) General authority. Cities have the authority to annex land into a city upon compliance with the procedures required in this section. In any annexation proceeding, all portions of highways lying wholly or partially within an area to be annexed shall be included

within the area annexed unless expressly agreed between the annexing city and the governing board of the highway agency providing road maintenance at the time of annexation. Provided further, that said city council shall not have the power to declare such land, lots or blocks a part of said city if they will be connected to such city only by a shoestring or strip of land which comprises a railroad or highway right-of-way.

(3) Annexation classifications. Annexations shall be classified and processed according to the standards for each respective category set forth herein. The three (3) categories of annexation are:

(a) Category A: Annexations wherein:

(i) All private landowners have consented to annexation. Annexation where all landowners have consented may extend beyond the city area of impact provided that the land is contiguous to the city and that the comprehensive plan includes the area of annexation;

(ii) Any residential enclaved lands of less than one hundred (100) privately owned parcels, irrespective of surface area, which are surrounded on all sides by land within a city or which are bounded on all sides by lands within a city and by the boundary of the city's area of impact; or

(iii) The lands are those for which owner approval must be given pursuant to subsection (5)(b)(v) of this section.

(b) Category B: Annexations wherein:

(i) The subject lands contain less than one hundred (100) separate private ownerships and platted lots of record and where not all such landowners have consented to annexation; or

(ii) The subject lands contain more than one hundred (100) separate private ownerships and platted lots of record and where landowners owning more than fifty percent (50%) of the area of the subject private lands have consented to annexation prior to the commencement of the annexation process; or

(iii) The lands are the subject of a development moratorium or a water or sewer connection restriction imposed by state or local health or environmental agencies; provided such lands shall not be counted for purposes of determining the number of separate private ownerships and platted lots of record aggregated to determine the appropriate category.

(c) Category C: Annexations wherein the subject lands contain more than one hundred (100) separate private ownerships and platted lots of record and where landowners owning more than fifty percent (50%) of the area of the subject private lands have not consented to annexation prior to commencement of the annexation process.

(4) (a) Evidence of consent to annexation. For purposes of this section, and unless excepted in paragraph (b) of this subsection, consent to annex shall be valid only when evidenced by written instrument consenting to annexation executed by the owner or the owner's authorized agent. Written consent to annex lands must be recorded in the county recorder's office to be binding upon subsequent purchasers, heirs, or assigns of lands addressed in the consent. Lands need not be contiguous or adjacent to the city limits at the time the landowner consents to annexation for the property to be subject to a valid consent to annex; provided however, no annexation of lands shall occur, irrespective of consent, until such land becomes contiguous or adjacent to such city.

(b) Exceptions to the requirement of written consent to annexation. The following exceptions apply to the requirement of written consent to annexation provided for in paragraph (a) of this subsection:

(i) Enclaved lands: In category A annexations, no consent is necessary for enclaved lands meeting the requirements of subsection (3)(a)(ii) of this section;

(ii) Implied consent: In category B and C annexations, valid consent to annex is implied for the area of all lands connected to a water or wastewater collection system operated by the city if the connection was requested in writing by the owner, or the owner's authorized agent, or completed before July 1, 2008.

(5) Annexation procedures. Annexation of lands into a city shall follow the procedures applicable to the category of lands as established by this section. The implementation of any annexation proposal wherein the city council determines that annexation is appropriate shall be concluded with the passage of an ordinance of annexation.

(a) Procedures for category A annexations: Lands lying contiguous or adjacent to any city in the state of Idaho may be annexed by the city if the proposed annexation meets the requirements of category A. Upon determining that a proposed annexation meets such requirements, a city may initiate the planning and zoning procedures set forth in [chapter 65, title 67](#), Idaho Code, to establish the comprehensive planning policies, where necessary, and zoning classification of the lands to be annexed.

(b) Procedures for category B annexations: A city may annex lands that would qualify under the requirements of category B annexation if the following requirements are met:

(i) The lands are contiguous or adjacent to the city and lie within the city's area of city impact;

(ii) The land is laid off into lots or blocks containing not more than five (5) acres of land each, whether the same shall have been or shall be laid off, subdivided or platted in accordance with any statute of this state or otherwise, or whenever the owner or proprietor or any person by or with his authority has sold or begun to sell off such contiguous or adjacent lands by metes and bounds in tracts not exceeding five (5) acres, or whenever the land is surrounded by the city. Splits of ownership which occurred prior to January 1, 1975, and which were the result of placement of public utilities, public roads or highways, or railroad lines through the property shall not be considered as evidence of an intent to develop such land and shall not be sufficient evidence that the land has been laid off or subdivided in lots or blocks. A single sale after January 1, 1975, of five (5) acres or less to a family member of the owner for the purpose of constructing a residence shall not constitute a sale within the meaning of this section. For purposes of this section, "family member" means a natural person or the spouse of a natural person who is related to the owner by blood, adoption or marriage within the first degree of consanguinity;

(iii) Preparation and publication of a written annexation plan, appropriate to the scale of the annexation contemplated, which includes, at a minimum, the following elements:

(A) The manner of providing tax-supported municipal services to the lands proposed to be annexed;

(B) The changes in taxation and other costs, using examples, which would result if the subject lands were to be annexed;

- (C) The means of providing fee-supported municipal services, if any, to the lands proposed to be annexed;
- (D) A brief analysis of the potential effects of annexation upon other units of local government which currently provide tax-supported or fee-supported services to the lands proposed to be annexed; and
- (E) The proposed future land use plan and zoning designation or designations, subject to public hearing, for the lands proposed to be annexed;
- (iv) Compliance with the notice and hearing procedures governing a zoning district boundary change as set forth in section [67-6511](#), Idaho Code, on the question of whether the property should be annexed and, if annexed, the zoning designation to be applied thereto; provided however, the initial notice of public hearing concerning the question of annexation and zoning shall be published in the official newspaper of the city and mailed by first class mail to every property owner with lands included in such annexation proposal not less than twenty-eight (28) days prior to the initial public hearing. All public hearing notices shall establish a time and procedure by which comments concerning the proposed annexation may be received in writing and heard and, additionally, public hearing notices delivered by mail shall include a one (1) page summary of the contents of the city's proposed annexation plan and shall provide information regarding where the annexation plan may be obtained without charge by any property owner whose property would be subject to the annexation proposal.
- (v) In addition to the standards set forth elsewhere in this section, annexation of the following lands must meet the following requirements:
- (A) Property owned by a county or any entity within the county that is used as a fairgrounds area under the provisions of [chapter 8, title 31](#), Idaho Code, or [chapter 2, title 22](#), Idaho Code, must have the consent of a majority of the board of county commissioners of the county in which the property lies;
- (B) Property owned by a nongovernmental entity that is used to provide outdoor recreational activities to the public, and that has been designated as a planned unit development of fifty (50) acres or more and does not require or utilize any city services, must have the express written permission of the nongovernmental entity owner;
- (C) Land, if five (5) acres or greater, actively devoted to agriculture, as defined in section [63-604\(1\)](#), Idaho Code, regardless of whether it is surrounded or bounded on all sides by lands within a city, must have the express written permission of the owner; and
- (D) Land, if five (5) acres or greater, actively devoted to forest land, as defined in section [63-1701](#), Idaho Code, regardless of whether it is surrounded or bounded on all sides by lands within a city, must have the express written permission of the owner.
- (vi) After considering the written and oral comments of property owners whose land would be annexed and other affected persons, the city council may proceed with the enactment of an ordinance of annexation and zoning. In the course of the consideration of any such ordinance, the city must make express findings, to be set forth in the minutes of the city council meeting at which the annexation is approved, as follows:
- (A) The land to be annexed meets the applicable requirements of this section and does not fall within the exceptions or conditional exceptions contained in this section;

(B) The annexation would be consistent with the public purposes addressed in the annexation plan prepared by the city;

(C) The annexation is reasonably necessary for the orderly development of the city;

(vii) Notwithstanding any other provision of this section, railroad right-of-way property may be annexed pursuant to this section only when property within the city adjoins or will adjoin both sides of the right-of-way.

(c) Procedures for category C annexations: A city may annex lands that would qualify under the requirements of category C annexation if the following requirements are met:

(i) Compliance with the procedures governing category B annexations; and

(ii) Evidence of consent to annexation based upon the following procedures:

(A) Following completion of all procedures required for consideration of a category B annexation, but prior to enactment of an annexation ordinance and upon an affirmative action by the city council, the city shall mail notice to all private landowners owning lands within the area to be annexed, exclusive of the owners of lands that are subject to a consent to annex which complies with subsection (4)(a) of this section defining consent. Such notice shall invite property owners to give written consent to the annexation, include a description of how that consent can be made and where it can be filed, and inform the landowners where the entire record of the subject annexation may be examined. Such mailed notice shall also include a legal description of the lands proposed for annexation and a simple map depicting the location of the subject lands.

(B) Each landowner desiring to consent to the proposed annexation must submit the consent in writing to the city clerk by a date specified in the notice, which date shall not be later than forty-five (45) days after the date of the mailing of such notice.

(C) After the date specified in the notice for receipt of written consent, the city clerk shall compile and present to the city council a report setting forth: (i) the total physical area sought to be annexed, and (ii) the total physical area of the lands, as expressed in acres or square feet, whose owners have newly consented in writing to the annexation, plus the area of all lands subject to a prior consent to annex which complies with subsection (4)(a) of this section defining consent. The clerk shall immediately report the results to the city council.

(D) Upon receiving such report, the city council shall review the results and may thereafter confirm whether consent was received from the owners of a majority of the land. The results of the report shall be reflected in the minutes of the city council. If the report as accepted by the city council confirms that owners of a majority of the land area have consented to annexation, the city council may enact an ordinance of annexation, which thereafter shall be published and become effective according to the terms of the ordinance. If the report confirms that owners of a majority of the land area have not consented to the annexation, the category C annexation shall not be authorized.

(6) The decision of a city council to annex and zone lands as a category B or category C annexation shall be subject to judicial review in accordance with the procedures provided in [chapter 52, title 67](#), Idaho Code, and pursuant to the standards set forth in section [67-5279](#), Idaho Code. Any such appeal shall be filed by an affected person in the appropriate district court no later than twenty-eight (28) days after the date of publication of the annexation ordinance. All cases in which there may arise a question of the validity of any annexation under

this section shall be advanced as a matter of immediate public interest and concern and shall be heard by the district court at the earliest practicable time.

(7) Annexation of noncontiguous municipal airfield. A city may annex land that is not contiguous to the city and is occupied by a municipally owned or operated airport or landing field. However, a city may not annex any other land adjacent to such noncontiguous facilities which is not otherwise annexable pursuant to this section.

History:

[50-222, added 2002, ch. 333, sec. 2, p. 939; am. 2008, ch. 118, sec. 1, p. 327; am. 2009, ch. 53, sec. 1, p. 145; am. 2019, ch. 22, sec. 1, p. 22; am. 2020, ch. 240, sec. 1, p. 702.]

STAFF ANALYSIS & RECOMMENDATIONS

Staff is supportive of the recently revised design, layout and density of the development application, with the proposed conditions of approval. Based upon the information provided to staff in the applications and agency comments received to date, staff finds that the proposed rezone, development agreement, and preliminary plat meets the requirements, standards and intent for development as they relate to the Unified Development Code and the 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 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.

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

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

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

Some of the prime objectives of the Comprehensive Plan include:

- ✓ *Protection of property rights.*
 - ✓ *Adequate public facilities and services are provided to the people at reasonable cost.*
 - ✓ *Ensure the local economy is protected.*
 - ✓ *Encourage urban and urban-type development and overcrowding of land.*
 - ✓ *Ensure development is commensurate with the physical characteristics of the land.*
- ✓ *The goal of the Comprehensive Plan for Commercial Districts is to encourage 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. The Council finds that this annexation and rezone 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 purpose statement for the General Business District states that the purpose of the residential districts is to provide for the establishment of areas for commercial uses allowed in other commercial zones and commercial uses which are more intensive than those permitted in other commercial zones, and typically located adjacent to arterial roadways and not immediately adjacent to residential, including the establishment of areas for travel related services such as hotels, motels, service stations, drive-in restaurants, offices, limited warehousing, commercial services and retail sales.

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

The Council finds that there is no indication from the material and testimony submitted that the 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. A traffic review was submitted to the City by the transportation authorities (ACHD & ITD). These reports included reviews of levels of service, specific mitigation measures, together with impact fee and proportionate shares analysis necessary for Council to come to their conclusions regarding the development application.

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

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

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

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.

The Council finds nothing in the record indicating that the site of the proposed use would not be large enough to accommodate the proposed use or meet all of the dimensional and development regulations in the district in which the use would be located.

2. That the proposed use will be harmonious with the Star comprehensive plan and in accord with the requirements of this title.

The Council finds that the proposed use request is harmonious with the Star

Comprehensive Plan and is in accord with the requirements of this Title. The proposed development meets the intent or purpose of the Central Business District.

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

The Council finds that operation of the proposed use would be compatible with the other uses in the general area.

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

The Council finds that the proposed use, with imposed conditions of approval, would not adversely affect other property in the vicinity.

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

The Council finds that the proposed use will be adequately served by essential public facilities and services.

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

The Council finds that the proposed use would not create excessive additional costs for public facilities and would not be detrimental to the economic welfare of the community. The City has not received notice from any agency having jurisdiction stating that this application will create excessive additional costs for the public facilities and services as the development will pay for all changes in services.

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

The Council finds that the proposed use would involve activities that would not be detrimental to any person, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

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

The Council finds that the proposed use would not result in the destruction, loss or damage of natural, scenic or historic features of major importance since none are apparent on this site.

Public Hearing of the Council:

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

- Mary Wall
- Chris Spallino
- Mark Cron
- Tamm Cron
- Dustin Helmick

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

Deliberations and Conclusions of Law:

The Council reviewed the particular facts and circumstances of this proposed annexation and conditional use permit 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 Council packet, and discussions on the annexation and zoning and the proposed use. Review and discussion included development layout, access and street configuration, density, setbacks, lights, transportation and access, and roadway width. The Council concluded that the Applicant's request meets the requirements for an annexation and zoning and conditional use permit. Council hereby incorporates the staff report and Council packet, dated September 7, 2021 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 Conditional Use Permit application and Development Agreement the following conditions of approval to their decision to approve the applications to include the following:

- Facility will have canned lighting outside on the building
- Provide a public road type access from Bent Lane between the commercial pads and a public road on the eastern north/south road. Both roads will provide a 36-foot minimum width and meet Highway District standards.
- Provide an additional 5 parking spaces in the residential portion of the development through road widening or an off-street parking lot
- Provide 6-foot site obscuring fence along the southern side of the south collector road

Conditions of Approval:

1. The approved Conditional Use Permit for Grace Assisted Living Facility shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **Applicant will need to complete a LOMR-F and elevate the site at least 3 feet above the base flood elevation.**
3. The applicant shall enter into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System. These fees will be collected by the City of Star prior to issuance of a building permit, and as future uses are reviewed and approved by the City.
4. **All drive isles shall meet the requirements of the Star Fire District.**
5. The property with the approved Conditional Use Permit shall be satisfactorily weed abated at all times, preventing a public nuisance, per Star City Code.
6. Street trees along the private street and public streets shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees.
7. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent phase.
8. 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.
9. **A letter from the US Postal Service shall be given to the City prior to building permit issuance stating the development is in compliance with the Postal Service.**
10. A form signed by the Star Sewer & Water District shall be submitted to the City prior to building permit stating that all conditions of the District have been met.
11. The development shall comply with the effective building and zoning requirements at time of building permit issuance, unless amended in the Development Agreement or CUP conditions.
12. **All streetlights and parking lot lighting shall comply with the Star City Code and shall be of the same design throughout the entire subdivision. Streetlights shall be continuous throughout the development subdivision and shall be maintained by the owner or Association. Streetlights shall be installed prior to any building occupancy. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. A street light plan and cut sheet(s) shall be provided to the City prior to issuance of a building permit.**
13. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of any construction.**
14. A sign application is required for any commercial use signs.

15. The Grace Assisted Living Facility use shall comply with the approved site plan. All parking, lighting, trash enclosures, access and landscaping shall meet the requirements of the UDC at all times.
16. Applicant shall apply for any required building and vendor permits.
17. The Conditional Use Permit may be revoked or modified by the City Council for any violation of any Condition of Approval.

Council Decision:

The Council voted 4-0 to approve the Annexation and Zoning, Conditional Use Permit and Development Agreement for Grace Assisted Living Facility on September 7, 2021.

Dated this 5th day of October 2021.

Star, Idaho

By: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

FINDINGS OF FACT AND CONCLUSIONS OF LAW
CHERISHED ESTATES SUBDIVISION
FILE NO. RZ-21-01/DA-21-07/PP-21-08

The above-entitled Rezone, Development Agreement and Preliminary Plat land use application came before the Star City Council for their action on September 7, 2021, 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:

Original Request: The Applicant is seeking approval of a Rezone (R-2 to R-4), a Development Agreement, and a Preliminary Plat for a proposed residential subdivision consisting of 136 residential lots and 12 common lots. The property is located on the south side of W. Floating Feather Road in Star, Idaho, and consists of 40.22 acres with a proposed density of 3.38 dwelling units per acre.

Updated Request: The Applicant has resubmitted a new request seeking approval of a Rezone (R-2 to R-3), a Development Agreement, and a Preliminary Plat for a proposed residential subdivision consisting of 100 residential lots and 12 common lots. The property is located on the south side of W. Floating Feather Road in Star, Idaho, and consists of 40.22 acres with a proposed density of 2.49 dwelling units per acre.

B. Application Submittal:

A neighborhood meeting was held on February 17, 2021, in compliance with the application submittal requirement of the Star Unified Development Code (Section 8-1 A-6 C). The Land Use application was deemed complete on May 5, 2021.

C. Notice of Public Hearing:

Notice of Public Hearing on the application for the City of Star Council was published in accordance with the requirements of Title 67, Chapter 65, Idaho Code and the Star Unified Development Code on May 9, 2021. Notice of this public hearing was mailed to property owners within three-hundred feet (300') of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code and Star Unified Development Code on May 6, 2021. Notice was sent to agencies having jurisdiction in the City of Star on May 5, 2021. The property was posted in accordance with the Star Unified Development Code on June 22, 2021.

D. *History of Previous Actions:*

The property was previously annexed into the City of Star in 2001 (Ord 56) and given an R-2 zoning designation at that time. A development plan was not submitted as part of the application.

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	R-2	Neighborhood Residential	Agricultural
Proposed	R-4-DA	Neighborhood Residential	Single Family Residential
North of site	Rural Urban Transition (RUT) / Residential (R-4-DA)	Neighborhood Residential	Single Family Residential/Lobo Creek Subdivision
South of site	Residential (R-4)	Neighborhood Residential	Waterview Estates Subdivision
East of site	Residential (R-2-DA)	Neighborhood Residential	Crowfoot / Lakepoint Subdivision
West of site	Residential (R-2)	Neighborhood Residential	Single Family Dwelling - Vacant

F. *Development Features.*

ANNEXATION & REZONE:

The annexation and rezone request from Residential (R-2) to Residential (R-4) on the applicant’s property will allow for the subdivision of the property to develop with urban densities that will be consistent with the current Comprehensive Plan Map. The overall gross density of the proposed development is 3.38 dwelling units per acre. The current Comprehensive Plan Land Use Map designates this property as Neighborhood Residential, with an anticipated density of 3 to 5 dwelling units per acre. The requested density is within this designation. The requested zoning designation and density meets the intent of the Comprehensive Plan. The final density approved by Council is 2.49 dwelling units per acre. Council approved the development with an R-3 zoning designation.

PRELIMINARY PLAT:

The original Preliminary Plat submitted was for 153 residential lots and 12 common lots for a total of 165 lots with a density of 3.80 dwelling units per acre. After meeting with neighbors and working with City Staff, the Applicant has made changes to the development. The revised Preliminary Plat submitted contains 136 single family residential lots, and 12 common area lots for a total of 148 total lots with a density of 3.38 dwelling units per acre. The buildable,

residential lots range in size from 5,500 square feet to 16,027 square feet with an average buildable lot of 7,252 square feet. The applicant has indicated that the development will contain a total of 8.49 acres (21.1%) of open space. The applicant states that useable open space, not including street buffers and endcaps equal 5.22 acres (12.9%) exceeding the requirement for usable open space in the current Unified Development Code, Section 8-4E-2. Streets are proposed to be public and will measure 36 ft from back of curb to back of curb and satisfy Section 8-4D-34B(4) of the UDC. As approved by Council, the revised preliminary plat contains 100 residential lots and 12 common area lots for a total of 117 lots.

The development will be accessed to the north on Floating Feather Road across from N. Silver Wolf Way. The development will have connections to existing roads in adjacent developments on the east to W. Shumard Drive and on the South to N. Cygnus Way. The development will also have a stub road near the southwest corner of the property that will terminate at the western property line.

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

The current Unified Development Code, Section 8-4E-2 requires a development of this size to have a minimum of 3 site amenities. The applicant is proposing two large parks, one will have a large pond with a sand beach area, play structure and picnic table. The second park will have a pergola with picnic table and open, grassy play area. There will be a ten (10) foot paved pathway along the west and south perimeter of the development providing connectivity to other developments and the community.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Internal sidewalks are proposed at five-foot (5') widths and will be detached throughout the overall subdivision with an eight (8') foot landscape strip.
- Lighting
Streetlights shall reflect the "Dark Sky" criteria with all lighting. The same streetlight design shall continue throughout the entire development. The applicant has submitted a streetlight plan. **The plan needs to have a streetlight at the corner of Floating Feather Road and Silver Wolf Way. The plan also needs a light at Black Fir and Shumard Drive. Both corners of N. Nebula Avenue should have lights added to illuminate the corner.** All other proposed light locations satisfy City code. The applicant has provided a streetlight design/cut sheet that meet the intent of the City.

- Street Names
Street names have been reviewed by Ada County. The applicant shall continue to work with the County on street names through the final plat process.
- Subdivision Name
Applicant has provided a letter from Ada County that the subdivision name has been approved and reserved for this development.
- Landscaping - As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use "Treasure Valley Tree Selection Guide", as adopted by the Unified Development Code. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. **Landscape plan is short 4 trees for Lot 1, Block 3. 17 are required and 13 have been provided. Because the preliminary plat was revised after the original submittal of the application, a revised landscape plan referencing all new changes shall be submitted with the final plat application.**
- Setbacks – Client is not requesting any set back waivers and will adhere to the R-4 requirements outlined earlier in this report.
- Mailbox Cluster – Star Postmaster, Mel Norton, has authorized the mailbox cluster to be placed in Block 5, Facing East and accessible from Silver Wolf Way. This letter is part of the applicant packet.

H. *On-Site Features:*

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

I. *Agencies Responding:*

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

Keller and Associates	May 3, 2021
ITD	August 16, 2021
ACHD	June 29, 2021; August 24, 2021 Update Email
DEQ	May 14, 2021
West Ada School District	June 23, 2021
Central District Health	May 12, 2021
COMPASS	June 27, 2021

J. Staff received letters & emails from the public that were incorporated into the Council packet and made part of the public record:

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

Comprehensive Plan:

8.2.3 Land Use Map Designations:

Neighborhood Residential:

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

8.3 Goal:

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

8.4 Objectives:

- Manage urban sprawl in order to minimize costs of urban services and to protect rural areas.
- Retain and encourage rural areas where it will not result in increased costs for urban service.

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

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

- A. The Neighborhood Residential Land Use is to encourage urban style development densities to limit urban sprawl.
- B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where
- C. Site layout within the Special Transition Overlay Area is to provide for a transition in density and lot sizing. Base densities may be significantly reduced or home sites may be clustered to increase open space within a portion of a site when property is within this overlay.

8.5.9 Additional Land Use Component Policies:

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

18.4 Implementation Policies:

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

Unified Development Code:

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

B. Standards:

1. The subject property shall meet the minimum dimensional standards of the proper district.
 2. The city may require a development agreement in conjunction with the annexation and zoning, or rezone, pursuant to Idaho Code section 67-6511A, which may include a concept plan. In addition to other processes permitted by city and state code, exceptions or waivers of standards, other than use, may be permitted through execution of a development agreement. A development agreement and concept plan shall be required for any rezone to a mixed-use zone, high density zone or land which includes steep slope (land over 25%) or floodway.
 3. The termination of a development agreement shall result in the reversal of the official zoning map amendment approval and applicable development approval for any undeveloped portion of property subject to the development agreement. The undeveloped property subject to the development agreement shall be rezoned to the district classification as designated by the development agreement. When no designation is provided, the property shall revert to its original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.
 4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.
 5. An approved development agreement must be executed within ninety (90) days of the meeting at which the development agreement is approved by the city council. A one-time administrative extension of maximum thirty (30) days may be granted by the zoning administrator. Additional extensions may be approved by majority vote of the city council. Failure to execute the development agreement within the required timeframe will result in the denial of all related applications.
- C. Required Findings: The council shall review the application at the public hearing. In order to grant an annexation and zoning or rezone, the council shall make the following findings:
1. The map amendment complies with the applicable provisions of the comprehensive plan;
 2. The map amendment complies with the regulations outlined for the proposed district;
 3. The map amendment shall not be materially detrimental to the public health, safety, and welfare; and
 4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city.
5. The annexation (as applicable) is in the best interest of city.

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

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

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

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

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

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front(1)	Rear	Interior Side	Street Side
R-2	35'	20'	20'	10'	20'
R-3	35'	15' to living area/side load garage 20' to garage face	15'	5' per story (2)	20'
R-4	35'	15' to living area 20' to garage face	15'	5' per story (2)	20'

Notes:

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

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

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

1. The total land area of all common open space shall equal or exceed fifteen percent (15%) of the gross land area of the development. Ten percent (10%) of that area shall be usable open space.
2. Each development is required to have at least one site amenity.
3. One additional site amenity shall be required for each additional twenty (20) acres of development area, plus one additional amenity per 75 residential units.

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

1. Any open space that is active or passive in its intended use, and accessible or visible by all residents of the development, including, but not limited to:
 - a. Open grassy area of at least fifty feet by one hundred feet (50' x 100') in area;

- b. Qualified natural areas;
 - c. Ponds or water features where active fishing, paddle boarding or other activities are provided (50% qualifies towards total required open space, must be accessible by all residents to qualify.) ponds must be aerated;
 - d. A plaza.
2. Additions to a public park or other public open space area.
 3. The buffer area along collector and arterial streets may be included in required overall common open space for residential subdivisions.
 4. Parkway along local residential streets with detached sidewalks that meet all the following standards may count toward the common open space requirement:
 - a. The parkway is a minimum of eight feet (8') in width from street curb to edge of sidewalk and includes street trees as specified otherwise herein.
 - b. Except for alley accessed dwelling units, the area for curb cuts to each residential lot or common driveway shall be excluded from the open space calculation. For purposes of this calculation, the curb cut area shall be a minimum area of twenty-six feet (26') by the width of the parkway.
 - c. Stormwater detention facilities do not qualify to meet the common area open space requirements, unless all of the following is met:
 1. Must be at least fifty feet by one hundred feet (50' x 100') in area;
 2. Specifically designed as a dual use facility, as determined by the administrator, to include minimal slopes, grass throughout, and guarantee of water percolation within 24 hours of storm event.
 3. Is located in a development that has a second usable open space area that contains a qualified site amenity as herein defined.
 5. Visual natural space, including open ditches, wetlands, slopes or other areas that may not be readily accessible to residents, and is provided with open style fencing, may qualify for up to 20% of the required open space total.
- C. Qualified Site Amenities: Qualified site amenities shall include, but not be limited to, the following:
1. Clubhouse;
 2. Fitness facilities, indoors or outdoors;
 3. Public art;
 4. Picnic area; or

5. Recreation amenities:

- a. Swimming pool.
- b. Children's play structures.
- c. Sports courts.
- d. Additional open space in excess of 5% usable space.
- e. RV parking for the use of the residents within the development.
- f. School and/or Fire station sites if accepted by the district.
- g. Pedestrian or bicycle circulation system amenities meeting the following requirements:
 - (1) The system is not required for sidewalks adjacent to public right of way;
 - (2) The system connects to existing or planned pedestrian or bicycle routes outside the development; and
 - (3) The system is designed and constructed in accord with standards set forth by the city of Star;

D. Location: The common open space and site amenities shall be located on a common lot or an area with a common maintenance agreement.

E. Maintenance:

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

STAFF ANALYSIS & RECOMMENDATIONS

Staff is supportive of the recently revised design, layout and density of the development application, with the proposed conditions of approval. Based upon the information provided to staff in the applications and agency comments received to date, staff finds that the proposed rezone, development agreement, and preliminary plat meets the requirements, standards and intent for development as they relate to the Unified Development Code and the 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 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.

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

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

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

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

The goal of the Comprehensive Plan for 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 rezone 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 the rezoning of this property will be materially detrimental to the public health, safety or welfare.

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

The Council finds that the City has not been presented with any information from agencies having jurisdiction that public services will be adversely impacted other than traffic, which will continue to be impacted as the City grows. A traffic study was submitted to the transportation authorities (ACHD & ITD) and were incorporated into their reviews and reports provided to the City prior to the public hearing. These reports included reviews of levels of service, specific mitigation measures, together with impact fee and proportionate shares analysis necessary for Council to come to their conclusions

regarding the development application.

5. The annexation is in the best interest of the city.
The Council finds the property is already annexed. The rezone request is reasonably necessary for the continued, orderly development of the City.

8-6A-7: PRELIMINARY PLAT FINDINGS:

1. The plat is in conformance with the Comprehensive Plan;
The Council finds that the Preliminary Plat, as originally submitted and accepted, and subsequently revised, meets all requirements associated with Section 8-6A-3 of the UDC, and is consistent with the Comprehensive Plan and will meet the intent of the Land Use designation. Further, the property is required to develop under the guidelines of the Comprehensive Plan and requirements of the Unified Development Code.
2. Public Services are available or can be made available and are adequate to accommodate the proposed development;
The Council finds that Agencies having jurisdiction on this parcel were notified of this action. The City has not received notice that public services are not available or cannot be made available for this development. A traffic study was submitted to the transportation authorities (ACHD & ITD) and were incorporated into their reviews and reports provided to the City prior to the public hearing. These reports included reviews of levels of service, specific mitigation measures, together with impact fee and proportionate shares analysis necessary for Council to come to their conclusions regarding the development application.
3. There is public financial capability of supporting services for the proposed development;
The Council finds that the City has not received notice from any jurisdictional agency that there are any problems with public financial capability for this development.
4. The development will not be detrimental to the public health, safety or general welfare;
The Council finds that the City has not been made aware of any known detriment that will be caused by this development. Residential uses are a permitted use and are compatible with other residential uses in the immediate area.
5. The development preserves significant natural, scenic or historic features;
The Council finds that there are no known natural, scenic, or historic features that have been identified with this Preliminary Plat. The property has been in previous agricultural production.

Public Hearing of the Council:

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

- Louis Parsons, Sterling Development
- Bonnie Layton, NV5
- Katelin Bartles
- Deanna Johnson
- Greg Lively
- Mel Fleener
- Gina Mulhern
- Rick Anderson
- Robert Trott
- Lynn Phillips
- Steve Phillips
- Liz Brucks
- Kevin Mulhern
- Dennis Wells
- Jim Cheney
- Jeffrey Busby
- James Barnet
- Mark Roark
- Erin Timinsky
- Deborah Nelson, Givings-Pursley
- Larry Tavares
- Barry Pasco

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

Deliberations and Conclusions of Law:

The Council reviewed the particular facts and circumstances of this proposed rezone and preliminary plat application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in review of the record, including the staff report and Council packet, and discussions on the rezoning and platting of the development. Review and discussion included development layout, access and street configuration, density, setbacks, one-story homes, open space, pathways and landscaping, transportation and construction access, and circulation through existing subdivisions. The Council concluded that the Applicant's request meets the requirements for a rezone and preliminary plat. Council hereby incorporates the staff report and Council packet, dated September 7, 2021 into the official decision as part of these Findings of Fact, Conclusions of Law.

Statement of Compliance:

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

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

- Work with City Staff on a reasonable solution for moving the eastern park and provide a revised preliminary plat for staff review and Council approval
- Combine Lots 1 & 2 Block 8 of approved Preliminary Plat into a single lot*
- Work with ACHD on traffic calming on W Shumard Drive where it connects with Lakepoint Subdivision
- Match single-story to single-story homes along the eastern and southern boundary of the development
- Provide a public pathway easement along the western and southern boundaries of the development
- Work with the Lakepoint Subdivision on the potential to connect the two pathways in both developments. If an agreement is made, construct the remaining southern pathway connection to the eastern property line
- During construction phases, traffic is controlled through the east and south stubs to the existing subdivisions except for emergency access until the streets are made public

*Lot numbers subject to change with revised Preliminary Plat

Conditions of Approval:

1. The approved Preliminary Plat for the Cherished Estates Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star. **The applicant shall submit a revised preliminary plat for review and approval prior to the recordation of the Rezone Ordinance and Development Agreement.**
2. All public streets shall have a minimum street width of 36' and shall be constructed to ACHD standards.
3. The stub street shall be built in accordance with Star Fire District requirements.
4. The applicant shall enter into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System. These fees will be collected by the City of Star, by phase, prior to final plat signature. The development agreement shall be signed and recorded as part of the ordinance for annexation and zoning and shall contain the details of the fees to be collected.
5. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision. Streetlights shall be continuous throughout the subdivision and shall be maintained by the Homeowners Association. **Streetlights shall be installed prior to**

any building permits being issued. Design shall follow Code with requirements for light trespass and “Dark Skies” lighting. **Applicant/Owner shall submit a streetlight plan, showing the type/style of the proposed lights and required additional streetlight locations prior to Final Plat approval.**

6. Street trees shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees including one (1) tree per thirty-five (35) linear feet.
7. Common area trees shall be provided as stated in Section 8-8C-2, J5, including one (1) tree per four thousand (4,000) square feet. **A revised landscape plan shall be provided prior to final plat submittal showing the correct number of trees in the common areas and street buffers and shall include any revisions to the preliminary plat, including the relocated park.**
8. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
9. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
- 10. Letter of approval from the Ada County Street Naming Committee must be submitted and all names on the final plat must match those approved, prior to signing.**
11. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
12. A plat note supporting the “Right to Farm Act” as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
13. A copy of the CC&R’s shall be submitted to the City of Star at Final Plat.
14. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met, including annexation into the District.
15. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance, unless amended in the Development Agreement.
16. Development standards for single family residential units shall comply with effective building and zoning requirements at time of building permit issuance, or as approved through the Development Agreement or as stated herein.
17. All common areas shall be owned and maintained by the Homeowners Association.
18. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
19. A sign application is required for any subdivision signs.
- 20. Owner/Developer will agree to install a 2” (High Density Polyethylene) HDPE SDR-11 roll pipe in the shared utility trench to be used for future fiber optic and/or copper telecommunication cables.**

Council Decision:

The Council voted 4-0 to approve the Rezone, Preliminary Plat and Development Agreement for Cherished Estates Subdivision on September 7, 2021.

Dated this 5th day of October 2021.

Star, Idaho

By: _____

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

City of Star/ Canyon Highway District No. 4

**INTERGOVERNMENTAL AGREEMENT TO COLLECT AND EXPEND
DEVELOPMENT IMPACT FEES FOR HIGHWAY DISTRICT
SYSTEMS IMPROVEMENTS**

[Idaho Code § 67-8204A]

Parties to the Agreement:

City of Star	“City”	City Hall 10769 W. State Street P.O. Box 130 Star, Idaho 83669
Canyon Highway District No. 4	“Highway District”	15435 Highway 44 Caldwell, Idaho 83607-7331

THIS AGREEMENT made effective the _____ day of _____, 2021,
by and between the Parties as herein this Agreement defined.

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Agreement:** means and refers to this *City of Star/Canyon Highway District No. 4 Intergovernmental Agreement to Collect and Expend Development Impact Fees for Highway District Systems Improvements*, which may be referred to and cited as the “Star/CHD4 Intergovernmental Agreement.”
- 1.2 ACHD:** means and refers to the Ada County Highway District a county wide highway district duly formed and existing pursuant to Chapter 14 of Title 40 Idaho Code.
- 1.3 Board of Commissioners:** means and refers to the Board of Commissioners of the Highway District.
- 1.4 Capital Improvements Plan:** means and refers to the *Canyon Highway District No. 4 Mid-Star Service Area Capital Improvements Plan dated May 7, 2021 and the Canyon Highway District No. 4 Traffic Impact Fee Program dated May 7, 2021* and any subsequent amendments

of these plans, a true and correct copy of which is attached hereto and marked **Exhibit A** to this Agreement and by this reference incorporated herein this definition.

- 1.5 **City:** means and refers to the *City of Star*, Idaho, an Idaho municipal corporation and party to this Agreement.
- 1.6 **City Council:** means and refers to the City Council of the City.
- 1.7 **COMPASS:** means the *Community Planning Association of Southwest Idaho*, an Idaho non-profit association that serves as the metropolitan planning association for Ada County and Canyon County.
- 1.8 **Costs:** means and refers to the expense inclusive of attorney fees, publication costs, experts and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.9 **Highway District:** means and refers to *Canyon Highway District No. 4*, a highway district duly formed and existing pursuant to Chapter 13 of Title 40 Idaho Code and party to this Agreement.
- 1.10 **Joint Advisory Committee:** means and refers to the *City of Star/Canyon Highway District No. 4 Joint Development Impact Fee Advisory Committee* formed and staffed by the City and the Highway District pursuant to IC § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.11 **Ordinance:** means and refers to the *Highway District Development Impact Fee Ordinance No. 342-2021* approved on the 13th day of September, 2021 and codified at Article B, Chapter 3 of Title 7, Star City Code, a true and correct copy of which is attached hereto and marked **Exhibit B** to this Agreement and by this reference incorporated herein this definition.
- 1.12 **Party/Parties:** means and refers to the City and/or the Highway District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.13 **Secondary Highway System:** means and refers to any public highway, public right-of-way, excepting primary system or primary highway under the jurisdiction of the Idaho Transportation Board.
- 1.14 **Star Agreement:** means and refers to the Canyon 4/Star Public Agency Coordination Agreement by and between the City and the Highway District
- 1.15 **Trust Fund:** means and refers to the *Mid-Star Service Area- City of Star Transportation Development Impact Fee Capital Projects Trust Fund (MS-Star Trust Fund)* established by Resolution of the Highway District pursuant to Section 7-3B-11 of the Ordinance and pursuant to IC § 67-8210(1), attached hereto and marked as **Exhibit C** and by this

reference incorporated herein this definition

- 1.16 All other definitions:** All other definitions of this Agreement are set forth in Section 7-3B-2 of the Ordinance and are herein included as separate definitions as if the same are set forth herein.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The City is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Highway District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.2** Idaho Code Section 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Highway District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.3** Pursuant to Idaho Code Section 40-201 the Highway District's duty and responsibility is to own public rights-of-way and establish, improve and maintain its highways and its Secondary Highway System within its jurisdiction within the limits of funds available; and
- 2.4** The City is within the boundaries of the Highway District and does not have a roads and streets department because historically the greatest area within the City limits is located within Ada County and the Secondary Highways within that part of the City are subject to the jurisdiction of ACHD; and
- 2.5** The City is experiencing and is affected by considerable growth and development; and
- 2.6** The purposes of the Act (I.C. § 67-8202) are as follows:
- Ensure that adequate public facilities are available to serve new growth and development;
 - Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and
 - Establish minimum standards for and authorize cities to adopt impact fee ordinances.

- 2.7 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Highway District, the Parties have established and appointed, pursuant to Idaho Code Section 67-8205, the Joint Advisory Committee; and
- 2.8 The Parties have retained the services of Kittelson & Associates, Inc., engineering consultants with specialties in transportation planning/engineering of highways. to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 2.9 Kittelson & Associates, Inc. prepared and submitted the Capital Improvements Plan in coordination with and for approval recommendation by the Joint Advisory Committee as provided in I.C. §§ 67-8205 and 67-8206(2); and
- 2.10 The Capital Improvements Plan was prepared in accordance with the requirements of I.C. § 67-8208; and
- 2.11 On May 12, 2021, the Board of Commissioners approved the form and content of the Capital Improvements Plan; and
- 2.12 On August 17, 2021, the City Council approved the form and content of the Capital Improvements Plan; and
- 2.13 The Capital Improvements Plan provides analysis and data for the individual assessment methodology for the evaluation of traffic impact fee calculations factors for site-specific conditions within the Middleton-Star (Mid-Star) Service Area Traffic Impact Fee (TIF) Program; and
- 2.14 The new growth projected by the Capital Improvements Plan will require the Highway District to invest in System Improvements to its facilities to maintain its current level of service in the Middleton-Star (Mid-Star) Service Area Traffic Impact Fee (TIF) Program; and
- 2.15 Tax revenues alone will not be sufficient to allow the Highway District to acquire the necessary System Improvements to serve new growth; and
- 2.16 Prior to the adoption of the Capital Improvements Plan, the Board of Commissioners and the City Council, in accordance with Idaho Code Section 67-8206(3), each published notice and held public hearings; and
- 2.17 The Ordinance was drafted in accordance with the Capital Improvements Plan and the provisions of Idaho Code Section 67-8204 contingent upon the Parties entering into this Agreement; and

- 2.18 This Agreement facilitates the intent and purposes of the Capital Improvements Plan and the Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the boundaries of the City and the Highway District; and
- 2.19 The Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3
COVENANTS OF PERFORMANCE SPECIFIC TO THE HIGHWAY DISTRICT

The Highway District shall at all times:

- 3.1 Abide by the terms and conditions required of the Highway District as set forth in the Ordinance and any amendments to the same; and
- 3.2 Maintain and staff the position of Impact Fee Administrator to manage and perform the duties and responsibilities of the “Highway District Administrator” as set forth in the Ordinance; and
- 3.3 Establish and maintain the MS-Star Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same; and
 - 3.3.1 In no case shall the Highway District expend Trust Funds for projects or services outside of the Service Area from which those fees were collected; except in the case of a joint project, study, or plan including areas both within and outside of the Service Area, and then only in proportion to the impacts attributable to that Service Area.
 - 3.3.2 In no case shall the Highway District expend Trust Funds for projects, plans, or studies outside of the City or County from which those fees were collected; except in the case of a joint project, study, or plan including areas both within and outside of the City or County, and then only in proportion to the impacts attributable to that City or County.
- 3.4 Pay the following costs:
 - 3.4.1 Costs associated with staffing and operating the Joint Advisory Committee;
 - 3.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Highway District;
 - 3.4.3 Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the Highway District;

- 3.4.4 Costs associated with the Highway District's performance of this Agreement;
 - 3.4.5 Cost associated with an appeal of a claim of exemption;
 - 3.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the Highway District under the provisions of the Ordinance; and
- 3.5 Be solely responsible for the Highway District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 4
COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 4.1 Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 4.2 Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Transportation Impact Fees in accordance with the terms of the Ordinance; and
- 4.3 Maintain and staff the positions of the City to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 4.4 Remit all Transportation Impact Fees collected by the City to the Highway District for deposit in the MS-Star Trust Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210; and
- 4.5 Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 5
ADMINISTRATIVE STAFFING**

- 5.1 The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk.
- 5.2 The administration and performance by the Highway District of the Ordinance shall be under the direction of the Highway District Administrator under the Ordinance.

SECTION 6
NOTICE AND DELIVERY OF DOCUMENTS

6.1 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:

6.1.1 By mail or hand delivery addressed to:

City of Star - City Clerk
10769 W. State Street
P.O. Box 130
Star, Idaho 83669

6.1.2 By scanning, attaching and e-mailing to: *staridaho@staridaho.org*

6.2 The contact information for purposes of notice to and/or the delivery of documents to the Fire District is as follows:

6.2.1 By mail or hand delivery addressed to:

Canyon Highway District No. 4
Attention: Highway District Administrator
15435 Highway 44
Caldwell, Idaho 83607-7331

6.2.2 By scanning, attaching and e-mailing to: *afranks@canyonhd4.org*

6.3 In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix I*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

SECTION 7
DELIVERY OF TRANSPORTATION IMPACT FEES TO THE HIGHWAY DISTRICT

7.1 Remittance of Fees to Highway District. Transportation Impact Fees collected by the City shall be delivered to the Highway District on a monthly basis.

7.1.1 The Transportation Impact Fees delivered to the Highway District shall be accompanied by the following information for each separate fee collected:

- Name of Fee Payer
- Amount of Fee Collected
- Date Fee Collected
- Canyon County Parcel Number

- Property Address
- Subdivision Name (if applicable)
- Subdivision Lot/Block (if applicable)

7.2 Administrative Fee. The Highway District agrees to pay the City an administrative fee for the calculation, collection and remittance of Transportation Impact Fees performed by City staff unless the administrative fee is waived by the City.

**SECTION 8
AMENDMENT / TERMINATION**

8.1 Except as provided in Section 6.3, this Agreement may only be amended in accordance with the following process:

8.1.1 An amendment may be proposed by either Party or the result of an update of the Capital Improvements Plan.

8.1.2 A proposed amendment must be in writing and include this entire Agreement as then existing, and shall therein include a strike-through of any language to be deleted and underlining of any new language of the proposed Amendment.

8.1.3 A proposed Amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the Amendment), the Party to contact for information and the Amended and Reformed Agreement text and be accompanied by any accompanying proposed amendment of the Ordinance.

8.1.4 The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement form in the event the proposed Amendment is approved.

8.1.5 An approved Restated and Amended Agreement shall be executed by the Highway District’s Chairman of the Board of Commissioners and the Mayor of the City.

8.2 This Agreement may only be terminated in accordance with the following process:

8.2.1 Either party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section.

8.2.2 A proposed termination shall contain a Statement of the Reasons (which shall include a statement of how the Parties will be affected by the termination.) Any proposal to terminate the Agreement must also include the proposal regarding the repeal of the Ordinance.

- 8.2.3 No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.

**SECTION 9
EFFECTIVE DATE**

- 9.1 This Agreement is effective simultaneously with the effective date of the Ordinance.

**SECTION 10
GENERAL PROVISIONS**

- 10.1 **Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.
- 10.2 **Severability:** Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 10.3 **Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."
- 10.4 **Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 10.5 **Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 10.6 **Assignment:** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this _____ day of _____, 2021.

DATED AND SIGNED this _____ day of _____, 2021.

CITY OF STAR

By: _____
Trevor A. Chadwick, Mayor

ATTEST:

By: _____
_____, City Clerk
By City Council Resolution No. _____

DATED AND SIGNED this 29th day of September, 2021.

CANYON HIGHWAY DISTRICT NO. 4

By: _____
Jay Gibbons, Chairman

ATTEST:

By: Angela f. Franks
Angela Franks, Highway District Secretary

EXHIBIT A

MID-STAR SERVICE AREA
CAPITAL IMPROVEMENTS PLAN
&
TRAFFIC IMPACT FEE PROGRAM

EXHIBIT B

CITY OF STAR
HIGHWAY DISTRICT IMPACT FEE
ORDINANCE
No. 342-2021

EXHIBIT C

MID-STAR SERVICE AREA
CITY OF STAR
TRANSPORTATION DEVELOPMENT
IMPACT FEE CAPITAL PROJECTS
TRUST FUND
CHD4 RESOLUTION No. 21-09-03

CANYON HIGHWAY DISTRICT NO. 4

**MID-STAR SERVICE AREA- CITY OF STAR
TRANSPORTATION DEVELOPMENT IMPACT FEE
CAPITAL PROJECTS TRUST FUND**

RESOLUTION NO. 21-09-03

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CANYON HIGHWAY DISTRICT NO. 4, CANYON COUNTY, STATE OF IDAHO, PROVIDING FOR A TITLE; PROVIDING FOR FINDINGS; ESTABLISHING A TRUST FUND FOR HOLDING, ADMINISTERING, AND EXPENDING TRANSPORTATION IMPACT FEES COLLECTED BY THE CITY OF STAR ; DIRECTING THE DISTRICT SECRETARY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the Board of Commissioners of Canyon Highway District No. 4:

Section 1: Title

- 1.1 This Resolution shall be entitled and cited as the “Mid-Star Service Area- City Of Star Transportation Development Impact Fee Capital Projects Trust Fund Resolution of Canyon Highway District No. 4.”.

Section 2: Findings

The Commissioners of Canyon Highway District No. 4 find that:

- 2.1 The Highway District and the City of Star have both adopted the Mid-Star Service Area Capital Improvement Plan and the Traffic Impact Fee Program dated May 7, 2021.
- 2.2 In order to impose, collect and expend Transportation Impact Fees within the City, pursuant to the laws of the state of Idaho as set forth in Chapter 1 of Title 23, the City of Star has enacted the “Highway District Development Impact Fee Ordinance” codified as Article B of Chapter 3 of Title 7 of the Star City Code (the “Ordinance”).
- 2.3 Additionally in order to impose, collect and expend Transportation Impact Fees within the City, the City and this Highway District have entered into the “City of Star / Canyon Highway District No. 4 Intergovernmental Agreement to Collect and Expend Development Impact Fees for Highway District Systems Improvements” (the “Star Intergovernmental Agreement”).
- 2.4 This Highway District, pursuant to the Star Intergovernmental Agreement, is required to abide by the terms and conditions required of it as set forth in the Ordinance and as set forth in the Star Intergovernmental Agreement.

- 2.5 The Ordinance and the Star Intergovernmental Agreement provides that the Highway District shall establish and maintain a Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same, for the purposes of collecting, administering, and expending Transportation Impact Fees distributed from the City of Star.

Section 3: Establishment of the Trust Fund

- 3.1 **Trust Fund Established:** The Commissioners does hereby establish the “Mid-Star Service Area- City Of Star Transportation Development Impact Fee Capital Projects Trust Fund”(known as the “MS-Star Trust Fund”) as a custodial holding fund of the Highway District into which are deposited, maintained and from which are expended Transportation Impact Fees distributed from the City of Star pursuant to the Ordinance and the Star Intergovernmental Agreement.
- 3.2 **Trust Fund not District Funds:** Funds, which are part of and accounted for by the Highway District as accounts of the Star Trust Fund, are not Highway District funds and not a part of the Highway District budget or the financial statement of Highway District funds but are held in trust in accordance with the terms and conditions of the Ordinance and the Agreement and subject to appropriation and expenditure by the Highway District as provided by the Ordinance and Agreement.
- 3.3 **Trust Fund Administration:** The District Treasurer administers the MS-Star Trust Fund in accordance with the following:
- 3.3.1 The MS-Star Trust Fund shall be divided into separate accounts, one for each Transportation Impact Fee collected.
- 3.3.2 Each separate account shall be include the amount of the fee; the year, month and date the Fee was collected; the name of the Fee Payer; the county assessor parcel number; and the property address (if available); and the subdivision name, lot, and block number (if available).
- 3.3.4 Each separate account shall be additionally designated, in the event it was paid under protest (i.e. UP); is the subject of a claim for refund or reimbursement (i.e. CR); is associated with an extraordinary impact (i.e. EX), or is associated with an individual assessment (i.e. IA).
- 3.3.5 All funds in all accounts in the MS-Star Trust Fund shall be maintained in an interest-bearing account. The interest earned on each Account pursuant to IC § 67-8210(1) shall not be governed by IC § 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of funds as the Transportation Impact Fees on which the interest is generated.

3.3.6 *First-in/First-out.* All funds in each account shall be spent in the order collected, on a first-in/first-out basis.

3.3.7 Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each Star Trust Fund Account showing the source and amount of all funds collected and the projects that were funded.

3.4 **Expenditures from the Trust Fund:** The expenditure of Star Highway District Development Impact Fees collected and deposited to the Star Trust Fund shall be subject to approval by the Board of Commissioners and made in accordance with the following:

3.4.1 Accounts which are the subject of a Fee Payer protest or a claim for refund or reimbursement, or Accounts in which the payment was based upon miscalculation shall not be expended until resolution of the protest, claim, or miscalculation. Expenditures shall thereafter be made in accordance with the final action on the protest, claim, or miscalculation.

3.4.2 Accounts are subject to a refund in the event the Highway District fails to commence construction of System Improvements in accordance with the Ordinance, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the Highway District. The Highway District may hold Highway District Impact Fee for longer than eight (8) years if the Highway District identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the Highway District complies with the previous sentence, then any Star Highway District Development Impact Fees so identified shall be refunded to the Fee Payer if the Highway District has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.

3.4.3 Any refund due from these accounts shall be paid to the then owner of record of the parcel for which the Highway District Impact Fee was paid.

3.4.4 In accordance with the First-In/First-Out basis, above stated, expenditures shall be made from accounts in payment to the Highway District for Systems Improvements Costs incurred by the Highway District for the category of System Improvements within or for the benefit of the Service

Area within the City which were Capital Improvements Costs to create additional improvements to serve new growth.

- 3.4.5 In no case shall the Highway District expend Trust Funds for projects or services outside of the Service Area from which those fees were collected; except in the case of a joint project, study, or plan including areas both within and outside of the Service Area, and then only in proportion to the impacts attributable to that Service Area.
- 3.4.6 In no case shall the Highway District expend Trust Funds for projects, plans, or studies outside of the City or County from which those fees were collected; except in the case of a joint project, study, or plan including areas both within and outside of the City or County, and then only in proportion to the impacts attributable to that City or County.
- 3.4.7 For each account a surcharge shall be imposed for the collection of Transportation Impact Fees, as identified in the Capital Improvements Plan, which surcharge does not exceed the Development's Proportionate Share of the cost of preparing the Capital Improvements Plan. Alternatively, the cost of updating or revising the Capital Improvement Plan may be included as a project on the current CIP.

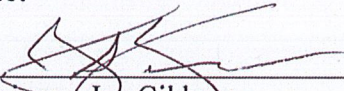
Section 4: Directions to the District Secretary

- 4.1 The District Secretary is directed to forthwith file this Resolution in the official records of this Highway District; and
- 4.2 The District Secretary is directed to certify this Resolution to the Canyon County Treasurer, Auditor, Assessor, and the County Commissioners in accordance with I.C. §§ 63-803(1) and (3) and 40-1325; and
- 4.3 The District Secretary is directed to provide copies of this Resolution to the District Director, District Treasurer, and District Engineer.

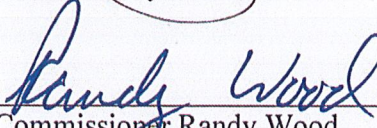
Section 5: Effective Date

This Resolution shall be in full force and effect commencing the 1st day of October, 2021.

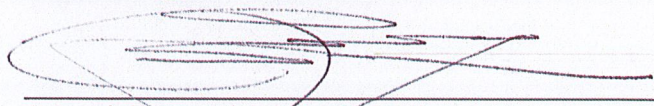
PASSED by the Commissioners of Canyon Highway District No. 4, Canyon County, State of Idaho this 27th day of September, 2021.



Chairman Jay Gibbons

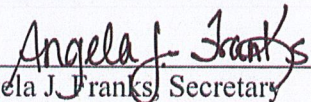


Commissioner Randy Wood



Commissioner Rick Youngblood

ATTEST:



Angela J. Franks, Secretary

CANYON HIGHWAY DISTRICT NO. 4

Certification of Resolution 21-09- 03

STATE OF IDAHO)

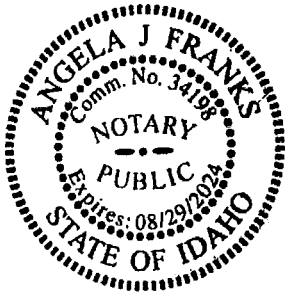
: ss.

County of Canyon)

I certify that this is a true and correct copy of Resolution No. 21-09- 03, an original record of the Canyon Highway District No. 4, in the possession of Angela Franks, District Secretary.

Dated: 29 September 2021

Angela J Franks
Signature of Notary Public
My commission expires: 8/29/2024



[seal]

APPENDIX 1

Notice of Contact Information Change

FROM: _____
TO: _____
DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section 6 of the **City of Star/Canyon Highway District No. 4 Intergovernmental Agreement to Collect and Expend Development Impact Fees for Highway District Systems Improvements [I.C. § 67-8204A]**, dated _____, of the following:

CHANGE IN CONTACT INFORMATION:

New Contact Information is as follows:

Name/Entity: _____
Address: _____
Telephone: _____ Fax: _____
Email: _____

Signature (Authorized Agent)
Title: _____

Certificate of Service

I, the undersigned, hereby certify that on the _____ day of _____, 20____, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or Fire District
Address
City, State ZIP

- U.S. Mail
- Hand Delivery
- Facsimile
- Email

for City or Highway District

Acknowledgement of Receipt by:

Name/Signature: _____ Date: _____

AGREEMENT NO. _____

**JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF'S OFFICE,
THE ADA COUNTY PROSECUTING ATTORNEY'S OFFICE, AND THE CITY OF
STAR RELATING TO LAW ENFORCEMENT SERVICES AND PROSECUTION
SERVICES FY 2022**

THIS JOINT POWERS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2021, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Ada County Sheriff's Office** ("ACSO") and the **Ada County Prosecuting Attorney**, ("PA"), by and through the Board of Commissioners of Ada County, and the **City of Star, Idaho**, Idaho, a municipal corporation of the State of Idaho ("City").

WITNESSETH

WHEREAS, a number of cities in Ada County contract with the ACSO for the provision of law enforcement services within their city boundaries; and

WHEREAS, a number of cities in Ada County contract with the PA for the provision of prosecutorial services within their city boundaries; and

WHEREAS, the ACSO and PA support the development and continuation of these contracts to preserve the quality, depth and breadth of its respective law enforcement and prosecution services; and

WHEREAS, the City desires to contract with the ACSO for the performance of the hereinafter described law enforcement duties, services, and functions, as well as the PA for prosecutorial services within its boundaries.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Prosecution Services.

1.1 The PA agrees to prosecute such City code or state code violations as may be charged by ACSO personnel under this Agreement.

1.2 Services provided pursuant to this Agreement shall encompass duties and functions of the type directly related or incidental to the jurisdiction of, and customarily rendered by, the PA under the statutes of the State of Idaho or the City code. The PA shall have and retain absolute discretion on all matters included in this Agreement, such as, but not limited to, decisions on charging, case strategy, and dismissal. Services rendered in accordance with this subsection are understood to include defending the constitutionality of City's ordinances in a criminal case when the PA has determined to charge pursuant to City code.

1.3 In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the PA the sum of **Thirty Thousand and 00/100 Dollars (\$30,000.00)** for the term of this Agreement. Said sum shall be paid in twelve (12) equal monthly installments of Two Thousand Five Hundred and 0/100 Dollars (\$2,500.00). Payments shall be due on the tenth of the month, commencing on October 10th.

2. Law Enforcement Services. The ACSO will make available to the City the law enforcement services described in this Section 2 at the rates listed in Exhibit A, attached hereto and incorporated herein by reference.

2.1 City Services. Services to the City shall consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City except as may be modified by Section 2.4, below. City services include:

- a. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Detectives to investigate local felony crimes (as further described in Section 2.2.a); and
- e. Community crime prevention.

2.2 Support Services. Support services, provided only at the discretion of the ACSO, may consist of:

- a. Investigation services by deputies for major crimes and drug offenses investigating such crimes as major crimes and drug offenses. These deputies are supported by crime analysis, crime laboratory, polygraph, identification, and evidence control.
- b. Critical Incident operational services may be provided at the discretion of the ACSO.
- c. Communications services, including call receiving, dispatch, and reports.

2.3 Administrative Services. Administrative services include planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations. ACSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the City for civil matters; for example, personnel issues. These

services may be performed at the request of the City in extraordinary circumstances at the discretion of the ACSO.

2.4 Method of Service. The level, degree and type of services and the number of positions assigned to those services shall be determined by the City in consultation with the Ada County Sheriff or his/her designee.

- a. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or ACSO unit.
- b. The number of such positions assigned to the City will remain constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate personnel at the discretion of the Police Services Supervisor. The transfer of personnel will be coordinated by the ACSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
- c. Support and administrative services shall be provided to the City at the level, degree and type as provided by the ACSO in unincorporated Ada County.
- d. Additional support services may be purchased by the City and assigned for the sole benefit of the City.

2.5 Compensation.

- a. Total Cost. Total cost is reflected on Exhibit A.

- b. Development of Service Costs. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Billing. In consideration for duties, services, and functions heretofore described in Section 2, the City shall pay to the ACSO the sum of **\$1,518,780.41** for the term of this Agreement. Said sum shall be paid in eleven (11) equal monthly installments of **\$126,565.00**, and one (1) monthly payment of **\$126,565.41** due no later than the tenth day of each month. Payments shall commence October 10th.
- d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events.
- e. Discretionary Overtime. It is the intent of the City and the ACSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working.

2.6 Special Provisions.

- a. Stabilization of Personnel. The ACSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to the City.

- b. Computers. The ACSO Information Technology Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
- c. City Police Facility. The City may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable City, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned ACSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.

2.7 Reporting.

- a. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.
- b. Notification of Criminal Activity. The ACSO will notify the City in the event of a significant criminal occurrence within the City.
- c. Monthly Reports. The ACSO will report monthly on traffic incidents and criminal activity if requested.

2.8 Personnel and Equipment. The ACSO and PA are acting hereunder as independent contractors so that:

- a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the ACSO and PA, as applicable. Allegations of misconduct shall be

investigated in accordance with ACSO protocol or PA protocol, as applicable.

- b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the ACSO or PA as applicable.
- c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the ACSO and prosecution services by PA hereunder shall be that of the ACSO and PA, as applicable.
- d. Provision of Personnel. The ACSO shall furnish all personnel and such resources and material deemed by the ACSO as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the ACSO is retained by the ACSO.
- e. Municipal Violations. ACSO commissioned personnel may cite violations of City ordinances.

2.9 City Responsibilities. In support of the ACSO providing the services described herein, the City promises the following.

- a. Municipal Police Authority. The City promises to confer municipal police authority on such ACSO deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement.
- b. Special Supplies. The City promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

2.10 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2021, and unless otherwise terminated, shall continue in effect until September 30, 2022. This Agreement may be renewed upon the mutual written consent of the parties.

2.11 Termination Process. Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving (60) days written notice to other parties.
- b. Transition Plan. Within thirty (30) days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the ACSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the ACSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.
- c. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within sixty (60) days of billing, the ACSO may charge an interest rate within two percentage points of the interest rate on the monthly ACSO investment earnings. In addition, in the event the City

fails to make a monthly payment within one hundred twenty (120) days of billing, the ACSO may terminate this Agreement.

2.12 Indemnification and Insurance.

- a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the ACSO does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the

enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the ACSO, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

2.13 Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the ACSO or City during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code §§ 74-101 *et seq.*

2.14 Amendments. This Agreement may be amended at any time by mutual written agreement of the City and the ACSO.

2.15 Agreement Administration.

- a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.
- b. Referral of Unresolved Problems. The City Mayor shall refer any police service operational problem, which cannot be resolved with the Chief of

Law Enforcement Services, to the Ada County Sheriff. The City Mayor shall refer any prosecution services problem to the Ada County Prosecuting Attorney. The Sheriff, Prosecuting Attorney, and Mayor shall meet as necessary to resolve such issues.

2.16 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

///INTENTIONALLY LEFT BLANK///

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF STAR

By: _____
Trevor A. Chadwick, Mayor

ATTEST:

Star City Clerk

ADA COUNTY PROSECUTOR'S OFFICE

By: _____
Jan M. Bennetts, Prosecutor

ADA COUNTY SHERIFF'S OFFICE

By: _____
Matthew Clifford, Sheriff

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Kendra Kenyon, Commissioner

ATTEST:

Phil McGrane, Ada County Clerk

EXHIBIT A

BUDGET

(1 page – attached)

FY22 Star City Contract - Final COLA**Consolidated Contract City Budget Summary**

	Two Deputies	
	Full time Admin	
<u>Personnel</u>	\$	1,469,045.96
<u>Equipment / Uniforms</u>	\$	37,079.85
<u>Operational</u>	\$	19,063.20
<u>Vehicles</u>	\$	100,593.20
<u>Support</u>	\$	7,315.00
Total Expenses before credit	\$	1,633,097.21
Less Shared Services Credit	\$	(114,316.80)
New FY22 Contract Amount	\$	1,518,780.41
Prior year contract amount		\$1,169,411.00
Net change to contract for FY22	\$	349,369.41

**PROSECUTION SERVICES TERM AGREEMENT
CANYON COUNTY, CANYON COUNTY PROSECUTING ATTORNEY
AND CITY OF STAR**

THIS AGREEMENT, made between Canyon County, Idaho, a political subdivision of the State of Idaho, and the CANYON COUNTY PROSECUTING ATTORNEY, hereinafter referred to as "CITY PROSECUTOR," and the CITY OF STAR, a municipal corporation, hereinafter referred to as "CITY," and is pursuant to Idaho Code § 67-2332, which authorizes counties and cities to enter into interagency agreements for the performance of services authorized by law. CANYON COUNTY and CITY are public agencies within the definitions provided in Idaho Code § 67-2327 and the Canyon County Prosecuting Attorney is an Idaho Constitutional public officer. Collectively, these entities are hereinafter referred to as the "PARTIES."

WHEREAS, CITY, pursuant to Idaho Code §50-208A(2), desires to obtain professional services for Criminal Misdemeanor and Infraction Prosecution; and

WHEREAS, the Canyon County Board of Commissioners, pursuant to Idaho Code §31-3113, has unanimously approved the Canyon County Prosecuting Attorney to contract with any city in the County to prosecute non-conflicting misdemeanors and infractions; and

WHEREAS, CITY PROSECUTOR acknowledges the services to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment as described in this Agreement.

It is mutually agreed by the PARTIES that:

SECTION 1

DATA AND SERVICES TO BE PROVIDED BY CITY

1.1 The following data and services are to be provided by CITY without cost to CITY PROSECUTOR:

- A. Provide ongoing review of CITY PROSECUTOR's work and timely consideration of policy issues at a time acceptable to both CITY and CITY PROSECUTOR.
- B. Provide access to relevant records as needed for successful prosecution of cases and for furtherance of justice. CITY will provide access to Police Officers, Code Enforcement, Clerical staff, and any other employee for the purpose of furtherance of cases.

DATA AND SERVICES TO BE PROVIDED BY CITY PROSECUTOR

1.2 CITY PROSECUTOR will provide the following data and services to CITY:

- A. Prosecute violations of Star City Code ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits of the city of Star located in Canyon County (Star Canyon). The services rendered in accordance with this subsection are understood to include the provision of an "on-call" prosecutor twenty-four (24) hours a day for matters occurring in Star Canyon and training for CITY law enforcement upon request of CITY's Police Chief.
- B. Exercise absolute discretion as to charging, case strategy, dismissal, case management, staffing, control of personnel rendering service, and other matters incident to the performance of the services provided hereunder.

CITY PROSECUTOR does not assume liability or responsibility for, or in any way release the CITY from any liability or responsibility which arises from the existence or effect of CITY ordinances, policies, rules or regulations.

SECTION 2

ADDITIONAL PROVISIONS

2.1 Independent Contractor

In all matters pertaining to this Agreement, CITY PROSECUTOR shall be acting as an independent contractor, and neither CITY PROSECUTOR nor any officer, employee or agent of CITY PROSECUTOR, will be deemed an employee of CITY.

2.2 Notices

Any and all notices required to be given by any of the PARTIES hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY
 City of Star
 Office of the Mayor
 P.O. Box 130
 Star, Idaho 83669

CITY PROSECUTOR
 Canyon County Prosecuting Attorney
 Canyon County Courthouse
 1115 Albany Street
 Caldwell, Idaho 83605

COMMISSIONERS
 Board of County Commissioners
 Canyon County Courthouse
 1115 Albany Street
 Caldwell, Idaho 83605

2.3 Assignment

It is expressly agreed and understood by the PARTIES hereto, that CITY PROSECUTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

2.4 Reports and Information

At such times and in such forms as CITY may require, CITY PROSECUTOR shall furnish to CITY such statements, records or other communication or information as required by CITY.

2.5 Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Subject to the limitations of law, CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

2.6 Compliance with Laws

In performing the scope of services required hereunder, CITY PROSECUTOR shall comply with all applicable laws, ordinances, and codes of Federal, State, and Local governments and all Codes of Ethics applicable to the profession of Law.

2.7 Changes

CITY may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of CITY PROSECUTOR's compensation, and any changes in the time of completion, which are mutually agreed upon by and between CITY and CITY PROSECUTOR, shall be incorporated in written amendments to this Agreement.

2.8 Termination

Any party may terminate this Agreement at any time by giving at least ninety (90) days' notice in writing to the other PARTIES.

If the Agreement is terminated by CITY, CITY PROSECUTOR will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CITY PROSECUTOR covered by this Agreement, less payments of compensation previously made.

In the event of a termination, all finished or unfinished documents, data, studies, case files, court dockets and schedules, defendant lists, victim records, case work notes, reports, and any and all other writings and communication records prepared by CITY PROSECUTOR under this Agreement shall, at the option of CITY, become its property.

Notwithstanding the above, CITY PROSECUTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by CITY PROSECUTOR, and CITY may withhold any payments to CITY PROSECUTOR for the purposes of setoff until such time as the exact amount of damages due CITY from CITY PROSECUTOR is determined. This provision shall survive the termination of this Agreement and shall not relieve CITY PROSECUTOR of its liability to CITY for damages.

2.9 Losing Party Responsible for Reasonable Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby

created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.10 Binding of Successors

CITY and CITY PROSECUTOR each binds himself, his partners, successors, assigns and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither CITY nor CITY PROSECUTOR shall assign, sublet or transfer his interest in this Agreement.

2.11 Authorization to Proceed

Execution of this Agreement by CITY and CITY PROSECUTOR shall constitute authorization for CITY PROSECUTOR to proceed with the work.

2.12 Renewal

The term of this Agreement shall automatically continue and be renewed for additional one-year periods following the expiration of the initial term hereof, unless either party shall have notified the other party by July 1 of the year in which this Agreement expires, in writing, that it does not elect to extend the term of this Agreement beyond its next expiration date. All terms and conditions of a renewed Agreement during this renewal period shall be the same as during the initial term hereof, with the understanding that the compensation hereunder is subject to modification each year as outlined in Section 3 of this Agreement.

2.13 Term

The initial term for this Agreement shall commence upon the signing of all PARTIES and shall run through September 30, 2022.

2.14 Extent of Agreement

This Agreement represents the entire and integrated Agreement between CITY and CITY PROSECUTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CITY PROSECUTOR.

2.15 Severability

If any clause, sentence, paragraph, article, or other part of this Agreement shall for any reason be declared invalid by a court of competent jurisdiction, such judgment shall not effect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph, article or part thereof directly involved in the controversy in which the judgment is entered.

SECTION 3

PAYMENT TO CITY PROSECUTOR

3.1 In consideration of CITY PROSECUTOR's performance of prosecutorial services as contemplated by this Agreement, CITY agrees to pay to the Canyon County Auditor in equal monthly installments as follows:

For that period beginning at the date of signing and concluding September 30, 2022: monthly installments equal to One-Hundred-Dollars (\$100.00) per month, hereinafter "Year 1 Fee";

The PARTIES agree that any change in fee for Year 2 or Year 3 must be established by mutually executed writing upon the advice of the Star City Treasurer and Canyon County Controller.

The Canyon County Auditor will send monthly invoices to the City of Star Treasurer.

Each July and/or August as the County finalizes its annual budget, the Canyon County Auditor will contact the Star City Treasurer regarding the possible cost of living adjustments being allocated in the City budget as indicated above in this Section.

3.2 Costs

All costs relating to the recruitment, hiring, and remuneration of staff, including benefits, costs of production of discovery of video, audio, documents (reports), statements, and any other discoverable, requested information or evidence by a defendant or his counsel, office supplies, copiers (including repairs), training, association memberships, Idaho State Bar licensing, profit, and any and all other costs related to the operations of the office or of CITY PROSECUTOR's commitment to the contract will be the responsibility of CITY PROSECUTOR.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to date and year shown by the attestation.

CANYON COUNTY PROSECUTING ATTORNEY

By: _____
Bryan F. Taylor

BOARD OF COUNTY COMMISSIONERS

_____ Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

Yes No Did Not Vote

Commissioner Keri Smith _____ _____ _____

Commissioner Leslie Van Beek _____ _____ _____

Commissioner Pam White _____ _____ _____

ATTEST: Chris Yamamoto, Clerk

By: _____
Deputy Clerk

Date: _____

CITY OF STAR

By: _____
Trevor Chadwick, Mayor

ATTEST:

By: _____
Jacob Qualls, City Clerk

CITY OF STAR POLICE

By: _____
Jake Vogt, Chief

COOPERATIVE AGREEMENT
BETWEEN
VALLEY REGIONAL TRANSIT
AND
CITY OF STAR
FOR
PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into this 1 day of October 2021 by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“**Authority**”), and the City of Star, a municipal corporation organized, existing and authorized under Chapter 1, Title 50, Idaho Code (“**City**”)

RECITALS

- a. **Authority** is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. **Authority** provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon counties.
- b. **City** is a municipal corporation authorized under Chapter 1, Title 50, Idaho Code.
- c. Idaho Code § 40-2109(7) provides that **Authority** may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.
- d. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.
- e. **Authority** develops funding requests through an approved cost allocation methodology. There are four categories involved in generating the initial funding request: general assessments, service and capital contributions, and special assessments.
- f. **Authority** has budgeted \$7,026 for **City** to contribute to support services, capital and regional overhead expenses. **City** has budgeted the same amount representing the City’s proportionate share of support for services, capital, and regional overhead.
- g. **Authority** generally follows the allocation methodology to designate how **City** contributions are used. However, **Authority** may leverage **City** contributions as local match to optimize utilization of both local and federal sources of funding to ensure the most effective use of all revenue sources.

AGREEMENT

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this **Agreement** and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Term

This **Agreement** shall be in effect from the **1st day of October 2021**, and will terminate on the **30th day of September 2022**, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this **Agreement** is:

(a) For **City** to pay **\$7,026** to **Authority** for Fiscal Year **2022** expenses pertaining to services, capital, and regional overhead required to support the regional transportation services within the **City's** jurisdiction.

(b) For **Authority** to use **City's** contribution for service, capital, and regional overhead expenses included in the annual FY2022 budget to support services within **City's** jurisdiction.

(c) For **Authority** to leverage **City's** contribution with matching federal funding to optimize all revenue sources available for operations, capital, and regional overhead.

Section 3. Compliance

Authority, in using said **City's** contribution shall comply with all conditions required by applicable federal, state and local laws and regulations, and shall maintain, in accordance with generally accepted accounting practices and principles, records and books of account regarding said assessments and operating costs.

Section 4. Payment

(a) **City** shall pay its annual contribution of **\$7,026** within 30 days of invoice.

(b) **Authority** shall provide **City** a financial reconciliation and a quarterly status report on capital or other special projects.

(c) Payment shall be made directly to **Authority** at the following address, unless **City** is notified in writing by **Authority** of a new address:

Valley Regional Transit
700 NE 2nd St Suite 100
Meridian, Idaho 83642

(d) **City's** address, for the purpose of invoice, notice or correspondence, unless **Authority** is notified in writing by **City** of a new address, is as follows:

City of Star
PO Box 130
Star, Idaho 83669

Section 5. Contact Information

(a) **Authority** point of contact for this agreement is:

Jason Jedry, Controller, jjedry@valleyregionaltransit.org, 208.258.2709

(b) **City** point of contact for this agreement is:

Jacob Qualls, City Clerk/Treasurer, jqualls@staridaho.org

Section 6. Miscellaneous

(a) Each party hereto represents and warrants that each person executing this **Agreement** on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body, and is fully vested with the authority to bind such party in all respects.

(b) If any provision of this **Agreement** is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties, and shall survive the severed provisions.

(c) Except as provided otherwise herein, this **Agreement** and any attachments hereto constitute the entire **Agreement** between **Authority** and **City** concerning the subject matter hereof. The provisions of this **Agreement** shall be construed as a whole and not strictly for or against any party.

(d) The captions and headings in this **Agreement** are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(e) This **Agreement** is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

(f) This **Agreement** shall be binding on the parties hereto, and their successors and assigns.

Section 7. Indemnification

To the extent permissible by law, **Authority** shall indemnify, defend, protect and hold harmless **City**, and its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, "Claims") arising out of or incident to this **Agreement**, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of **Authority**, its officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of **City** or its officers, agents and employees. **City** shall give to **Authority** reasonable notice of any such Claims. **Authority** shall notify **City** of the counsel to be used in carrying out its obligations hereunder. **City** must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture

of this **Agreement**, and any renewal or extension thereof. Notwithstanding anything to the contrary in the foregoing, **City's** right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which **City** incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by **Authority** under this **Agreement** with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of **Authority** shall be personally liable to **City** under this **Agreement**, (ii) with respect to third party Claims, both **Authority** and **City** expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of **Authority** to hold harmless or indemnify **City** shall be limited to, and be payable only from, **Authority's** available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:

City of Star:



Kelli Badesheim
Executive Director

Trevor Chadwick
Mayor



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: Ryan B. Field, Asst. City Planner *Shen T. Mark*

MEETING DATE: **October 5, 2021 - PUBLIC HEARING**

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

OWNER/APPLICANT/REPRESENTATIVE

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

REQUEST

The Applicant is seeking approval of an Annexation and Zoning (R-4), a Development Agreement, a Preliminary Plat and a Private Street for a proposed residential subdivision consisting of 103 residential lots and 21 common lots/common drive lots. The property is located at 9670 and 10090 W. Floating Feather Road in Star, Idaho, and consists of 27.09 acres with a proposed density of 3.8 dwelling units per acre.

PROPERTY INFORMATION

Property Location: The subject property is generally located on the north side of W. Floating Feather Road, approximately ¼ mile west of N. Pollard Lane. Ada County Parcel No. S0405449100.

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

Irrigation/Drainage District(s): - Middleton Irrigation Association, Inc.

Middleton Mill Ditch Company
PO Box 848
Middleton, ID 83644

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

FEMA FIRM Panel: 16001C0130J

FIRM Effective Date: 06/19/2020

Flood Zone: Zone A

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

Special On-Site Features:

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

APPLICATION REQUIREMENTS

Pre-Application Meeting Held	January 14, 2021
Neighborhood Meeting Held	April 19, 2021
Application Submitted & Fees Paid	May 18, 2021
Application Accepted	June 17, 2021
Residents within 300' Notified	September 14, 2021
Agencies Notified	June 17, 2021
Legal Notice Published	September 16, 2021
Property Posted	September 17, 2021

HISTORY

This parcel does not have any history of land use applications with the City of Star.

SURROUNDING ZONING/COMPREHENSIVE PLAN MAP/LAND USE DESIGNATIONS

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

CODE DEFINITIONS / COMPREHENSIVE PLAN

UNIFIED DEVELOPMENT CODE:

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

B. Standards:

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

original zoning or, if the original designation no longer exists, to the closest current equivalent zoning as determined by the current Comprehensive Plan Land Use Map designation.

4. An amendment or termination of a previously recorded development agreement shall be recorded in the office of the county recorder by the clerk.

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

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

1. The map amendment complies with the applicable provisions of the comprehensive plan;

2. The map amendment complies with the regulations outlined for the proposed district;

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

4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city.

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

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

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

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

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

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

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front(1)	Rear	Interior Side	Street Side
R-4	35'	15' to living area 20' to garage face	15'	5' per story (2)	20'
R-5	35'	15' to living area/side load garage 20' to garage face	15'	5'	20'

Notes:

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

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

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

A. Design Standards:

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

B. Construction Standards:

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

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

the recorded CC&R's and shall be provided to the City for review. The condition of approval shall include the following:

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

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

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

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

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

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

1. The total land area of all common open space shall equal or exceed fifteen percent (15%) of the gross land area of the development. Ten percent (10%) of that area shall be usable open space.
2. Each development is required to have at least one site amenity.
3. One additional site amenity shall be required for each additional twenty (20) acres of development area, plus one additional amenity per 75 residential units.

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

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

minimal slopes, grass throughout, and guarantee of water percolation within 24 hours of storm event.

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

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

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

1. Clubhouse;

2. Fitness facilities, indoors or outdoors;

3. Public art;

4. Picnic area; or

5. Recreation amenities:

- a. Swimming pool.

- b. Children's play structures.

- c. Sports courts.

- d. Additional open space in excess of 5% usable space.

- e. RV parking for the use of the residents within the development.

- f. School and/or Fire station sites if accepted by the district.

- g. Pedestrian or bicycle circulation system amenities meeting the following requirements:

- (1) The system is not required for sidewalks adjacent to public right of way;

- (2) The system connects to existing or planned pedestrian or bicycle routes outside the development; and

- (3) The system is designed and constructed in accord with standards set forth by the city of Star;

D. Location: The common open space and site amenities shall be located on a common lot or an area with a common maintenance agreement.

E. Maintenance:

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

8-1E-1: DEFINITIONS - TERMS DEFINED

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

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

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

COMPREHENSIVE PLAN:

8.2.3 Land Use Map Designations:

Neighborhood Residential:

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

8.3 Goal:

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

8.4 Objectives:

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

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

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

- A. The Neighborhood Residential Land Use is to encourage urban style development densities to limit urban sprawl.
- B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where
- C. Site layout within the Special Transition Overlay Area is to provide for a transition in density and lot sizing. Base densities may be significantly reduced or home sites may be clustered to increase open space within a portion of a site when property is within this overlay.

8.5.4 Policies Related to The Special Transition Overlay Areas:

- A. Development adjacent to and within the Special Transition Overlay Area is to provide for an appropriate transition between existing and new home sites where new urban development is being planned adjacent to previously approved and constructed rural county developments of years past. This may include new abutting lots to be one acre in size or may include buffering.
- B. Site layout is to provide for a transition in density and lot sizing with all policies regarding compatibility herein applying.
- C. Modified street sections, such as with no curbs gutters or sidewalks, should be encouraged for adjacent compatibility where determined appropriate.
- D. When an urban density residential development is planned with lots that directly abut lots within a Special Transition Overlay Area an appropriate transition is to be provided for the two abutting residential lot types. A transition must take into consideration site constraints that may exist and may include clustering of the urban lots in order to provide an open space area avoiding urban lots directly abutting Special Transition Overlay Area lots, or may include the provision of a buffer strip avoiding urban lots directly abutting Special Transition Overlay Area lots, or may include setbacks within the urban lots similar to the Special Transition Overlay Area lots directly abutting, or may include the provision of one half to one acre size lots directly abutting the Special Transition Overlay Area lots.
- E. Larger setbacks should be required for new lots planned to abut existing Special Transition Overlay Area lots.

8.5.9 Additional Land Use Component Policies:

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

18.4 Implementation Policies:

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

PROJECT OVERVIEW

ANNEXATION & REZONE:

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

PRELIMINARY PLAT & PRIVATE STREET:

The application submitted is for an age restricted, private, gated community, regulated by restrictive CC&R’s. The Preliminary Plat submitted contains 103 residential lots, 17 common lots, 4 common drive lots and 1 private road lot for a total of 125 lots with a density of 3.80 dwelling units per acre. The buildable, residential lots range in size from 5,202 square feet to 15,625 square feet with an average buildable lot of 6,841 square feet. The applicant has indicated that the development will contain a total of 4.43 acres (15.4%) of open space. The applicant states that useable open space, not including street buffers and endcaps equal 3.67 acres (13.55%) exceeding the requirement for usable open space in the current Unified Development Code, Section 8-4E-2. The development will be accessed from a single ingress/egress off W. Floating

Feather Road. An emergency access is proposed at the far north end of the development that will connect through the Star Acres Subdivision lot owned by the applicant. This access shall have appropriate traffic control devices as approved by the Star Fire District to prevent full time access to the north. The applicant states they have worked out an emergency access agreement with the property owner to the east to allow a secondary access through a common driveway.

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

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

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

ADDITIONAL DEVELOPMENT FEATURES:

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

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

DEVELOPMENT AGREEMENT

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

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

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

AGENCY RESPONSES

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

PUBLIC RESPONSES

No public comments have been received at this time.

STAFF ANALYSIS & RECOMMENDATIONS

TRANSITIONAL LOTS:

The northern boundary of the subdivision is immediately adjacent to Star Acres Subdivision, an Ada County approved 5-acre lot subdivision that is in Un-Incorporated Ada County. The majority of the houses built within the Star Acres Subdivision are located to the west end of the lots and along N. Wing Road. The Star Comprehensive Plan designates the area within this subdivision as a Special Transition Overlay Area. The Unified Development Code provides a definition for transitional Lots or Properties and states the following: *The size of a new residential lot when being proposed adjacent to an established residential use. The ratio for lots adjacent to properties shall be determined on a case-by-case basis, when considering the size of the development potential for the existing use. This shall not be required if separated by an existing roadway or large canal where the distance between new structures and existing structures equal or exceed 100 feet.* It appears from the submitted preliminary plat that the developer has made an effort to design the development with this requirement in mind (see exhibit attached). The northwest corner of the property is proposed to be a 2.7-acre open park area. This provides a buffer to the one property that borders the development. There is approximately 700 feet abutting the property to the north that is owned by the developer of Langtree Bungalows Subdivision. The developer plans to use a portion of these two lots as a buffer when and if a home is built on the property. There has been testimony before the Council during past subdivision reviews (Canvasback, Sunfield, Sellwood, Greendale/Greendale Grove, Rivercreek)

from owners in Star Acres Subdivision that the CC&R's for the subdivision prohibit future re-subdivision of the existing Star Acre lots. It is Staff's interpretation that this proposed buffer meets the intent of the Comprehensive Plan and the Unified Development Code. Council should consider this when making its decision on the application.

Based upon the information provided to staff in the applications and agency comments received to date, staff finds that the proposed annexation, zoning, development agreement, preliminary plat and private road meets the requirements, standards, and intent for development as they relate to the Unified Development Code and the 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 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.

FINDINGS

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

ANNEXATION/REZONE FINDINGS:

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

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

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

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

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

The City must find that the proposal complies with the proposed district and purpose statement. The purpose of the residential districts is to provide regulations and districts for various residential neighborhoods with gross densities in compliance with the intent

of the Comprehensive Plan designation. Housing shall be single family detached unless approved with a PUD or development agreement. Connection to municipal water and sewer facilities are required for all subdivision and lot split applications in all districts exceeding one dwelling unit per acre. Private streets may be approved in this district for access to newly subdivided or split property.

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

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

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

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

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

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

PRELIMINARY PLAT FINDINGS:

1. The plat is in compliance with the Comprehensive Plan.

The City must find that this Plat follows designations, spirit and intent of the Comprehensive Plan regarding residential development and meets several of the objectives of the Comprehensive Plan such as:

1. *Designing development projects that minimize impacts on existing adjacent properties, and*
2. *Managing urban sprawl to protect outlying rural areas.*

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

The City must find that Agencies having jurisdiction on this parcel were notified of this action, and that it has not received notice that public services are not available or cannot be made available for this development.

3. There is public financial capability of supporting services for the proposed development;

The City must find that they have not been notified of any deficiencies in public financial capabilities to support this development.

4. The development will not be detrimental to the public health, safety or general welfare;

The City must find that it has not been presented with any facts stating this Preliminary Plat will be materially detrimental to the public health, safety and welfare. Residential uses are a permitted use.

5. The development preserves significant natural, scenic or historic features;
The City must find that there are no known natural, scenic, or historic features that have been identified within this Preliminary Plat.

PRIVATE STREET FINDINGS:

- A. The design of the private street meets the requirements of this article;
The City must find that the proposed private streets meet the design standards in the Code.
- B. Granting approval of the private street would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity:
The City must find that it has not been presented with any facts stating this private road will cause damage, hazard or nuisance, or other detriment to persons, property or uses in the vicinity.

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

The City must find that the use is not in conflict with the comprehensive plan and/or regional transportation plan.

Upon granting approval or denial of the application, the Council shall specify:

1. The Ordinance and standards used in evaluating the application;
2. The reasons for recommending approval or denial; and
3. The actions, if any, that the applicant could take to obtain approval.

CONDITIONS OF APPROVAL

1. The approved Preliminary Plat for the Langtree Bungalows Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **All private streets shall have a minimum street width of 36' and shall be constructed to ACHD standards unless a reduced width is approved by Council.**
3. The applicant shall enter into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System. These fees will be collected by the City of Star, by phase, prior to final plat signature. The

development agreement shall be signed and recorded as part of the ordinance for annexation and zoning and shall contain the details of the fees to be collected.

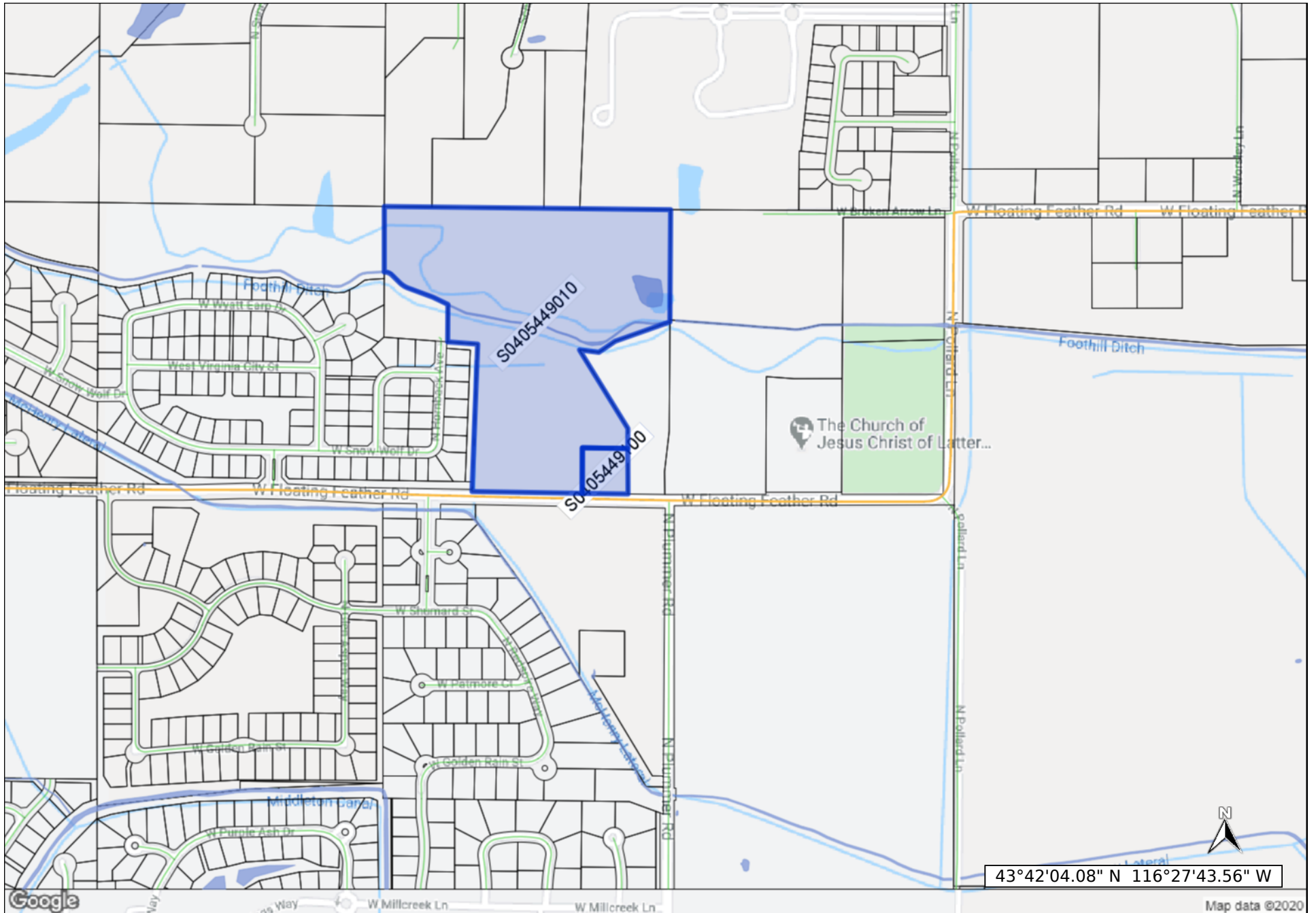
4. **Applicant shall satisfy all ACHD requirements prior to issuing building permits.**
5. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision. Streetlights shall be continuous throughout the subdivision and shall be maintained by the Homeowners Association. **Streetlights shall be installed and energized prior to any building permits being issued.** Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall submit a streetlight design/cut sheet for approval by city staff prior to Final Plat approval.**
6. Street trees shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees including one (1) tree per thirty-five (35) linear feet.
7. **A revised landscape plan shall be submitted to the City showing open style fencing along the eastern back yards of all lots adjacent to school pathway lot prior to approval of the Final Plat.**
8. Common area trees shall be provided as stated in Section 8-8C-2, J5, including one (1) tree per four thousand (4,000) square feet.
9. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
10. The entrance to W. Floating Feather Road shall be cleaned nightly to include dirt, dust, rocks, mud, and other debris. All trash shall be secured on site and trash receptacles emptied on a regular basis to avoid blowing debris.
11. During the entire construction process, dust from the site must be minimized as much as possible. Water trucks should be used as appropriate. Excess dust could result in fines and or work stoppage.
12. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
13. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
14. **The Applicant/Owner shall submit a private street maintenance plan, including future funding, in compliance with Section 8-4D-3C of the UDC, with the submittal of the final plat application.**
15. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
16. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
17. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met, including annexation into the District.
18. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance, unless amended in the Development Agreement.
19. Development standards for single family residential units shall comply with effective building and zoning requirements at time of building permit issuance, or as approved through the Development Agreement or as stated herein.

20. All common areas shall be owned and maintained by the Homeowners Association.
21. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
22. A sign application is required for any subdivision signs.
23. **Owner/Developer will agree to install a 2" (High Density Polyethylene) HDPE SDR-11 roll pipe in the shared utility trench to be used for future fiber optic telecommunication cables.**
24. Any additional Conditions of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File #AZ-21-11/DA-21-16/PP-21-15/PR-21-08 for Langtree Bungalows Subdivision on _____, 2021.

Vicinity Map





LANGTREE BUNGALOWS

CONCEPTUAL, SUBJECT TO CHANGE





May 18, 2021
Project No.: 20-222

Mr. Shawn Nickel
City of Star
Planning & Zoning Department
10769 West State Street
Star, ID 83669



LANGTREE
BUNGALOWS

**RE: Langtree Bungalows – Star, ID
Annexation and Zoning, and Preliminary Plat Narrative**

Dear Mr. Nickel:

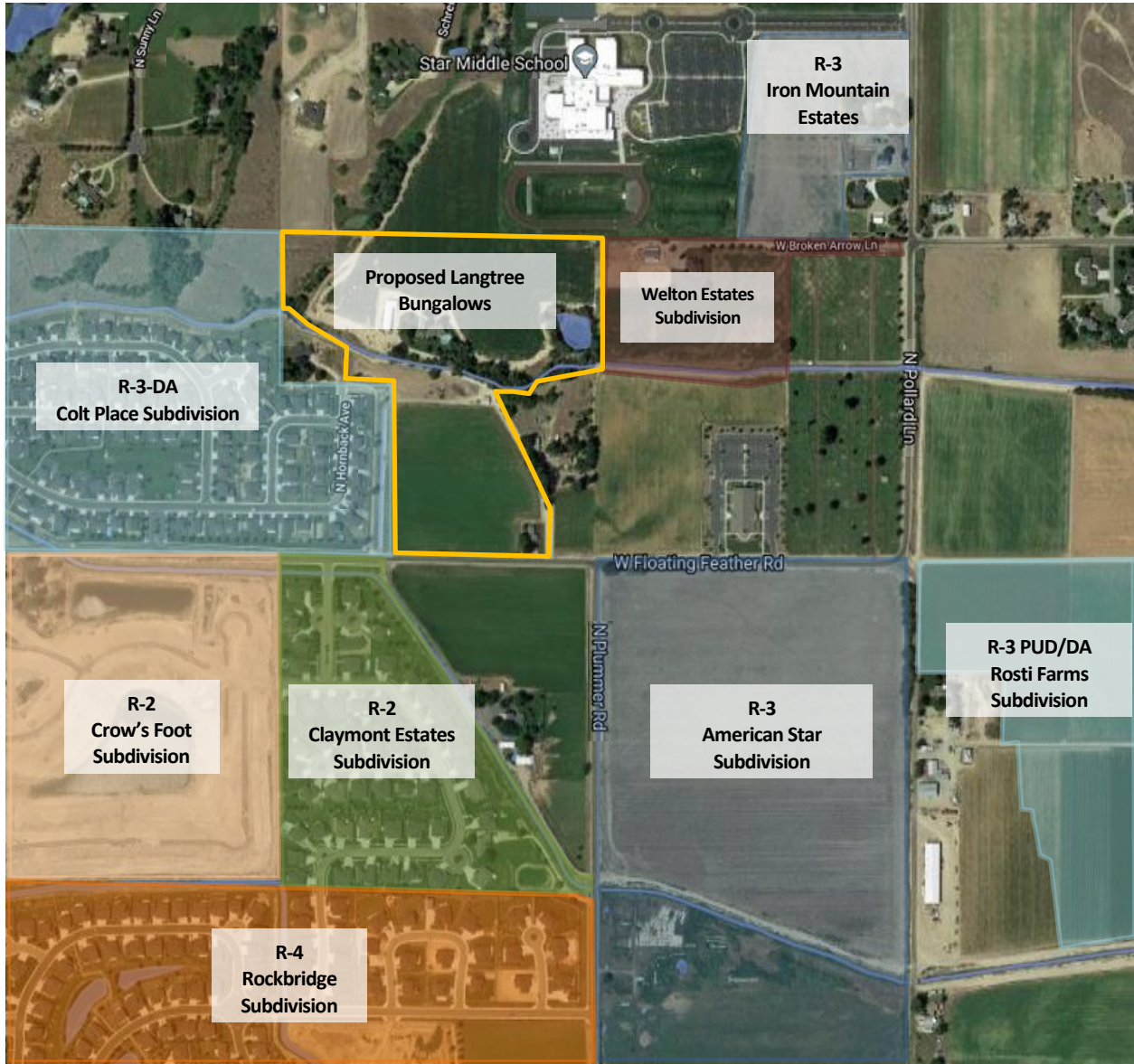
On behalf of the Walsh Group, LLC, we are pleased to submit the attached applications and required supplements for annexation, zoning, development agreement, preliminary plat, private road, and floodplain development review applications for the Langtree Bungalows Subdivision. As part of this application, we also request flexibility be permitted on the front setback to living space for lots within the subdivision. Please accept this letter as our written narrative detailing the proposed project.

Site Information

The subject property is approximately 27 acres, is located north of Floating Feather Road, west of Pollard Lane and is currently zoned RUT (Rural-Urban Transition) in Ada County. The Colt Place Subdivision, zoned R-3 (residential) with a Development Agreement (DA) is adjacent to the west; the Schreiner Subdivision and Star Middle School, zoned RUT and R-3 respectively, are located to the north; a proposed subdivision is located to the east; and various subdivisions exist or are in the process of entitlement and construction to the south. We have included an exhibit demonstrating adjacent zoning districts and development on the following page.

Background Information

The developer chose this site due to its unique location, and proximity to services, amenities, and existing and proposed subdivisions. We believe the project that we are proposing aligns with the Comprehensive Plan while accommodating surrounding development and providing a valuable residential product not commonly available in Star. In researching this property and preparing the subject proposal we held two neighborhood meetings, participated in a pre-application meeting with City staff and researched adjacent projects and recent approvals. We have also completed a wetlands study, floodplain study and have coordinated with the various agencies and jurisdictions responsible for reviewing development in the area. Through these discussions and research, our preliminary plat has been adapted to accommodate adjacent property owners to the west and north, to meet topographic and environmental conditions and to incorporate various City requirements.



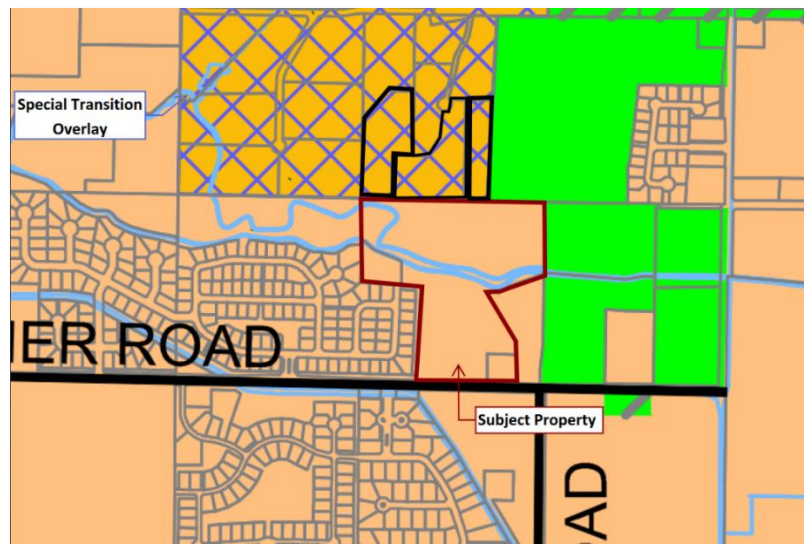
Comprehensive Plan

According to the City’s Comprehensive Plan, the future land use designation for this property is *Neighborhood Residential*. The north portion of the property is adjacent to a *Special Transition Overlay Area* within the Schreiner Subdivision.

In an effort to creatively utilize the property while embracing the natural features and existing site constraints, we propose the R-4 (residential) zoning district. Our goal is to develop a premiere age-restricted community to provide options for current and future Star residents, in alignment with *Implementation Policy 15.5* within Star’s Comprehensive Plan. Our proposed zoning designations and enclosed preliminary plat for future development support the intent of the land use designation and the Comprehensive Plan, as further discussed below.

Special Transition Overlay Area

Approximately 900 linear feet of the subject property's north boundary abuts the City's *Special Transition Overlay Area*. A little over 200 feet of that boundary is the southern property boundary of a developed parcel containing a single-family residence within the Schreiner Subdivision. We propose to observe and fulfill the intent of the special transition overlay area by incorporating approximately 2.7 acres of open space on the west part of the site adjacent to that existing home and property. The other approximately 700 feet abutting the property comprises the southern property lines of two undeveloped parcels within the Schreiner Subdivision. The developer is acquiring these two parcels within the *Special Transition Overlay* zone and plans to use a portion of those parcels as a buffer to the proposed subdivision.



Annexation and Zoning

As mentioned, the current zoning designation for the project site is RUT in Ada County. We propose to annex and zone the property to the R-4 zoning district to accommodate single-family detached homes within an age-restricted community. This annexation and the zoning district requested is consistent with the intent and goals of the Star City Zoning Ordinance and the Comprehensive Plan.

The proposed project supports *Goal 8.3* within the Comprehensive Plan by providing a product type and housing option that is not widely available in the City of Star. This will help to encourage a diverse community with options available to existing and future residents.

This site is unique given the topography of the area, and the noted wetland and floodplain areas, both of which have been studied as part of this project. In accord with *Goal 9.3* we have made an effort to recognize and protect the natural beauty and resources of the area by preserving and protecting open space within the subdivision. This goal will be further supported with the R-4 district, which will allow for a density that is conducive to clustering homes and caters to the housing product sought after by an older age group.

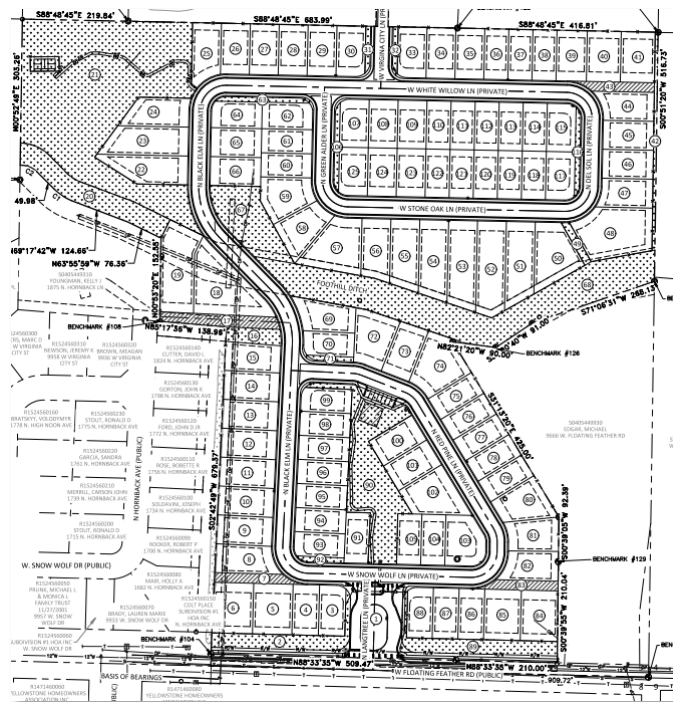
In conjunction with annexation and zoning of the property we propose to enter into a development agreement to guide future development of the site. A development agreement will not only support the design and standards the City of Star would like to see in this area, but will also provide a foundation for the type of community that best serves this large age group of homeowners.

As part of the development agreement, we request a waiver to the front setback to living space. Typically, the R-4 district requires a 15' setback from living space, however, we propose a 10' setback from living space to allow for flexibility to accommodate a specific housing product type. This waiver will allow the homes proposed for the community to adhere to the front driveway setback while placing the living space closer to the sidewalk and streets. This orientation provides a pedestrian-oriented and walkable feel for the community with easily manageable front yards (fully maintained by the HOA). This footprint and product style has worked well in other communities designed by the developer and is highly sought-after by the demographic being targeted.

Preliminary Plat

As noted, the subject request includes a preliminary plat for the approximately 27 acres comprising the Langtree Bungalows Subdivision boundary. Overall, 103 buildable lots, 17 common lots, 4 common driveway lots, and 1 lot for the private roadway are proposed for 125 lots total.

The average lot size is 6,841 square feet, with a minimum lot size of 5,202 square feet in accord with R-4 code requirements. The gross density of the project is 3.80 du/acre which is below the maximum density permitted in the R-4 district.



In accord with City code, this subdivision will utilize City services upon annexation. Water and sewer will be extended from Floating Feather north via the proposed entrance to Langtree Bungalows. As the project progresses, we will work with the remaining public utilities to ensure that adequate services are provided.

Open Space and Amenities

Overall, this development contains approximately 4.43 acres, or 16.53%, open space exceeding the City's requirement of 15% total open space and 10% useable open space. In accord with City Code, a landscape buffer is being provided along Floating Feather.

A central park has been included as a focal point and gathering place for residents with a clubhouse and ancillary parking. Pedestrian walkways are included within the central open space and throughout the development to allow for interconnectivity and easy access to amenities. In addition, there will be a pickleball court, internal walkways and green space located in the north part of the development.

In accord with the City of Star's request, we have included a 6-foot easement on our east boundary to allow for extension of a walkway from Floating Feather to Star Middle School. In addition, we have been coordinating with the irrigation district to determine whether we will be able to place a pathway within their easement along the Foothill Ditch that bisects the property and hope to include that amenity should it be permitted. The developer also plans to include a walking path within the 2.7-acre open space at the northwest part of the site to provide an active and natural amenity for future residents.

All common space will be owned and maintained by the homeowners' association.



Project Phasing

We propose to construct the proposed preliminary plat in two phases, as depicted on the enclosed phasing exhibit.

The first phase will include construction of the proposed primary access point, Langtree Lane, as well as 46 single-family residential lots, 5 common lots and 3 common driveway lots. The first phase was configured to facilitate development of land closest to Floating Feather frontage and to accommodate extending services available to the site. Phase 2 includes the remainder of the single-family homes proposed, with 57 buildable lots and 11 common lots. Phase 2 includes over 4 acres of open space including a large open space area on the west part of the site, preserved open space adjacent to the Foothill Ditch, a pathway to a planned subdivision to the

east and a pathway lot along the eastern border of the Langtree Bungalows Subdivisions to be dedicated to the City.

Access and Connectivity

The primary entrance for the subdivision will be a full access point via Floating Feather Road and will extend through the Langtree Bungalows Subdivision. We have coordinated with the property owner to the east to facilitate an emergency access via a common driveway for the first phase of development. We have also included a stub street to the north to act as an emergency access for the Fire Department for the northern half of the development. Otherwise, no vehicular connections are proposed to adjacent subdivisions or residences.

Private Street & Gated Entry

In lieu of a public roadway, we propose to include a private roadway within the community along with a functioning gate at the main entrance. The developer wishes to include private streets to emphasize the unique community feel and exclusivity of the Langtree Bungalows Subdivision. In speaking with adjacent neighbors, it was also understood that there is no desire for connectivity or stub streets to surrounding communities. As such, private streets internal to the subdivision presented a viable solution.

The private street will provide access and frontage for 103 single-family residences; 6 lots will take access via common driveways as depicted on the preliminary plat.

We believe the age-restricted community will best function with a private street and that a gate will enhance safety and security for future residents. The community will benefit from this design as it will decrease potential cut-through traffic by creating a clear path of travel for residents and visitors of the Langtree Bungalows Subdivision. This design will also adhere to adjacent neighbors' requests to minimize and prevent traffic entering existing neighborhoods.

Roadways will be improved to ACHD's standards and will be coordinated with the City to ensure we are meeting all requirements. A private street and common driveway maintenance agreement will be included within the CC&Rs for the development to ensure the roadway is managed appropriately and repaired as necessary.

Fire Department Emergency Access

Per the Fire Department's request, we plan to include two points for emergency access within the project site. One point of access will be located near the southeast part of the site and will connect via a common driveway (Lot 8, Block 2) to a road planned within the adjacent property (Parcel No. S0405449930). This point of access will serve as the secondary emergency access for the first phase of development. The second emergency access proposed will be via a stub street at the north part of the property. Details regarding connection and requirements for this access point need to be determined, however, the intent is for this point of access to serve the second phase of development for the subdivision.

Floodplain Study

Unstudied floodplain crosses a portion of the northeast part of the property according to the existing FEMA FIRM panel 160236. In accord with City Code and FEMA requirements, we hired a consultant to study the area to determine a base flood elevation for the property. Ms. Angie Michaels, P.E., with Engineering with a Mission, LLC. has since finished the study and submitted the information to FEMA on March 29, 2021. Ultimately, she recommended that the Floodzone A be removed for this portion of the Foothill Ditch based on her findings. Her full report is enclosed with this application for reference. The previous and recommended base flood elevation

have been indicated on our preliminary plat. We will continue to coordinate with the City and FEMA to complete any requirements associated with the floodplain study.

Irrigation Districts

The Foothill Ditch bisects the property and a drainage ditch is located on the west boundary of the site. The Foothill Ditch is maintained by the Farmers Union Ditch Company, the Middleton Irrigation Association Incorporated, and the Middleton Mill Ditch Company. The drainage ditch is maintained by the Middleton Irrigation Association and the Middleton Mill Ditch Company. We will continue to coordinate with the irrigation companies to ensure their standards are being met throughout the project's duration.

As requested by the application checklist, the following information reflects the contact information for the irrigation districts associated with or adjacent to this project to the best of our knowledge:

- Middleton Irrigation Association Incorporated: PO Box 848, Middleton, Idaho 83644
- Middleton Mill Ditch Company: PO Box 848, Middleton, Idaho 83644
- Farmers Union Ditch Company: 10389 West Beacon Light Road, Star, Idaho 83669

Housing Style and Similar Projects Completed

Our flagship 55+ active adult subdivision, the Village Bungalows, is located in Meridian, Idaho with 74 single-family homes on a 12-acre site. Our luxury homes are mostly single-level craftsman style homes with front porches, extra wide hallways, 9-10 foot ceilings, roll-in showers, fireplaces and a butler's pantry. Our community features a clubhouse with a full kitchen, fitness center and yoga room, a central park and walking paths. We designed this neighborhood with community connection in mind and a focus on maintenance-free lifestyle with all yard, snow removal and sprinkler maintenance covered by HOA. Attached to this application as an exhibit are exterior renderings of single-family homes that have been constructed in other communities the developer has completed.



Conclusion

We believe that the proposed annexation, zoning and preliminary plat as conditioned, will complement surrounding uses, fulfill the intent of the Comprehensive Plan, and provide a unique housing opportunity in this beautiful part of Star.

We appreciate the time you and other staff members have spent to help us understand the steps needed to accomplish this project. Should you have questions or require further information in order to process these applications, please feel free to contact me.

Sincerely,
KM Engineering, LLP



Stephanie Hopkins
Land Planner

cc: Walsh Group, LLC.



PRELIMINARY PLAT APPLICATION

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

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

Applicant Information:

PRIMARY CONTACT IS: Applicant ___ Owner ___ Representative X

Applicant Name: Walsh Group
Applicant Address: P.O. Box 1297, Eagle, Idaho Zip: 83616
Phone: 208.329.5715 Email: kelli@walshgrp.com

Owner Name: Bryan & Marie Pecht
Owner Address: 10090 West Floating Feather Road, Star, Idaho Zip: 83669
Phone: 208.639.6939 Email: _____

Representative (e.g., architect, engineer, developer):
Contact: Stephanie Hopkins Firm Name: KM Engineering, LLP.
Address: 5725 North Discovery Way, Boise, Idaho Zip: 83713
Phone: 208.639.6939 Email: shopkins@kmengllp.com

Property Information:

Subdivision Name: Langtree Bungalows
Site Location: 9670 & 10090 West Floating Feather Road, Star, Idaho
Approved Zoning Designation of Site: RUT
Parcel Number(s): S0405449100 & S0S405449010

Zoning Designations:

	Zoning Designation	Comp Plan Designation	Land Use
Existing	RUT	Neighborhood Residential	Single-family Residence
Proposed	R-4	Neighborhood Residential	Single-family Residential Subdivision
North of site	RUT	Rural Residential with Transition Overlay	Single-family residences & Star Middle School
South of site	RUT	Neighborhood Residential	Single-family residences
East of site	RUT	Neighborhood Residential & Existing Public Use	Single-family residences
West of site	R-3-DA	Neighborhood Residential	Single-family residential subdivision

SITE DATA:

Total Acreage of Site - +/- 27 acres
 Breakdown of Acreage of Land in Contiguous Ownership - +/- 27 acres
 Total Acreage of Site in Special Flood Hazard Area - TBD
 Dwelling Units per Gross Acre - 3.8 du/acre
 Minimum Lot Size - 5,202 Square Feet
 Minimum Lot Width - 50'

Total Number of Lots - 125
 Residential - 103
 Commercial - 0
 Industrial - 0
 Common - 17 Common Driveway - 4

Total Number of Units - 103
 Single-family - 103
 Duplex - 0
 Multi-family - 0

Percent of Site and Total Acreage of Common Area - 16.35 % / 4.43 acres
 Percent of Common Space to be used for drainage - TBD
 Describe Common Space Areas (amenities, landscaping, structures, etc.) - _____
Central common open space area with clubhouse, pickleball court, linear open space adjacent to
the Foothill Ditch, 6' common lot on east for City pathway, ~3.5 acre open space at NW of site
 Proposed Dedicated Lots & Acreage (school, parks, etc): 6' common lot to be dedicated to City
for pathway to Star Middle School

Public Streets - 0 Private Streets - Throughout subdivision
 Describe Pedestrian Walkways (location, width, material) - Paved pedestrian walkways included along
proposed private street section, working with Irrigation District to place pathway adjacent to ditch, City pathway on east
 Describe Bike Paths (location, width, material) - n/a

FLOOD ZONE DATA: (This Info Must Be Filled Out Completely Prior to Acceptance):

Total Acreage of Site in Special Flood Hazard Area - TBD - Flood study recommends removal of floodplain

- a. A note must be provided on the final plat documenting the current flood zone in which the property or properties are located. The boundary line must be drawn on the plat in situations where two or more flood zones intersect over the property or properties being surveyed.
- b. FEMA FIRM panel(s): #160xxxxxxC, 160xxxxxxE, etc.: 16001C0130J
 FIRM effective date(s): mm/dd/year 5.18.2021
 Flood Zone(s): Zone X, Zone A, Zone AE, Zone AH, etc.: Zone A - unstudied
 Base Flood Elevation(s): AE 0 ft., etc.: 2507.7 ft - Zone 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.

- d. Please see link for help with FEMA information <https://msc.fema.gov/portal/search>.
- e. All maps will delineate flood plain lines.

PUBLIC SERVICES (Describe what services are available and agency providing service):

Potable Water - Star Water District
 Irrigation Water- Foothill Ditch
 Sanitary Sewer- Star Sewer District
 Fire Protection - Star Fire District
 Schools - Star Middle School, Star High School, Star Elementary School
 Roads - West Floating Feather will serve as primary frontage, ACHD owned and maintained
Internal roads proposed to be private, will be maintained by HOA

SPECIAL ON-SITE FEATURES (Yes or No – If yes explain in your narrative):

Areas of Critical Environmental Concern - No Floodplain - Yes, information provided herein.
 Evidence of Erosion - No Fish Habitat - No
 Historical Assets - No Mature Trees - Yes, mitigation tbd.
 Riparian Vegetation - No Steep Slopes - No
 Stream/Creek - No Unstable Soils - No
 Unique Animal Life - No Unique Plant Life - No

Application Requirements:

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

Applicant (√)	Description	Staff (√)
x	Pre-application meeting with Planning Department required prior to neighborhood meeting.	
x	Copy of neighborhood meeting notice sent to property owners within 300 feet and meeting sign-in sheet. (Please contact the City for addresses & labels) (Applicants are required to hold a neighborhood meeting to provide an opportunity for public review of the proposed project prior to the submittal of an application.)	
x	Completed and signed Preliminary Plat Application	
x	Fee: Please contact the City for current fee. Fees may be paid in person with check or electronically with credit card. Please call City for electronic payment. Additional service fee will apply to all electronic payments.	
x	Narrative explaining the project. (must be signed by applicant)	
x	Legal description of the property (word.doc and pdf version with engineer's seal)	
x	Recorded warranty deed for the subject property	
x	If the signature on this application is not the owner of the property, an original notarized statement (affidavit of legal interest) from the owner stating the applicant is authorized to submit this application.	
x	Approval of the proposed subdivision name from Ada County Surveyor's office.	
x	One (1) 8½" X 11" copy and electronic copy in pdf. format of vicinity map showing the location of the subject property	
x	One (1) full-size copy and one (1) 11" X 17" copy of the Preliminary Plat	
x	Electronic copy in pdf. format of Preliminary Plat	
x	One (1) full-size copy and one (1) 11" X 17" copy of the landscape plan	
x	Electronic copy in pdf. format of landscape plan	
x	Electronic copy in pdf. format of preliminary site grading & drainage plans	
x	Phasing plan shall be included in the application if the project is to be phased.	

x	Letter of authorization from the local Post Office approving mailbox delivery to subdivision including location(s) of mailbox clusters. Locations shall be indicated on Preliminary Plat.	
x	List of name(s) and addresses of all canal or irrigation ditches within or contiguous to the proposed development. Middleton Irrigation Association & Middleton Mill Ditch Company	
x	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.	
x	Site report of the highest seasonal groundwater elevation prepared by a registered soils scientist. (If requested by City Engineer)	
x	Special Flood Information – Must be included on Preliminary Plat and Application form.	
x	One (1) 8½" X 11" copy and electronic copy in pdf format of streetlight design and location information. Streetlights shall meet all City "Dark Sky" requirements.	
x	Written confirmation that a traffic impact study is not required and/or has been submitted for review to Ada County Highway District/Canyon Highway District No. 4/Idaho Transportation Department (if applicable).	
x	One (1) copy of the Electronic versions of submitted application including neighborhood meeting information, signed application, narrative, legal description, warranty deed, vicinity map, preliminary plat, landscape plan, preliminary site grading & drainage plans, irrigation district information, streetlight design & location, confirmation of a traffic impact study <u>shall be submitted in original pdf format (no scans for preliminary plat, landscape plans or grading and drainage plans) on a thumb drive only (no discs)</u> with the files named with project name and plan type. We encourage you to also submit a colored version of the preliminary plat and/or landscape plan for presentation purposes prior to City Council.	
noted	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.	
noted	Property shall be annexed into Star Sewer and Water District prior to Final Plat approval. Please contact SSWD for details.	

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.**

Stephanie Hopkins
Applicant/Representative Signature

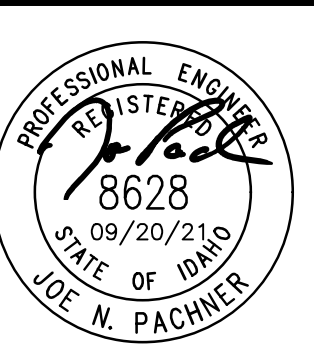
5.18.2021
Date

LANGTREE BUNGALOWS SUBDIVISION

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, T.4N., R.1W., B.M.,

ADA COUNTY, IDAHO
PRELIMINARY PLAT

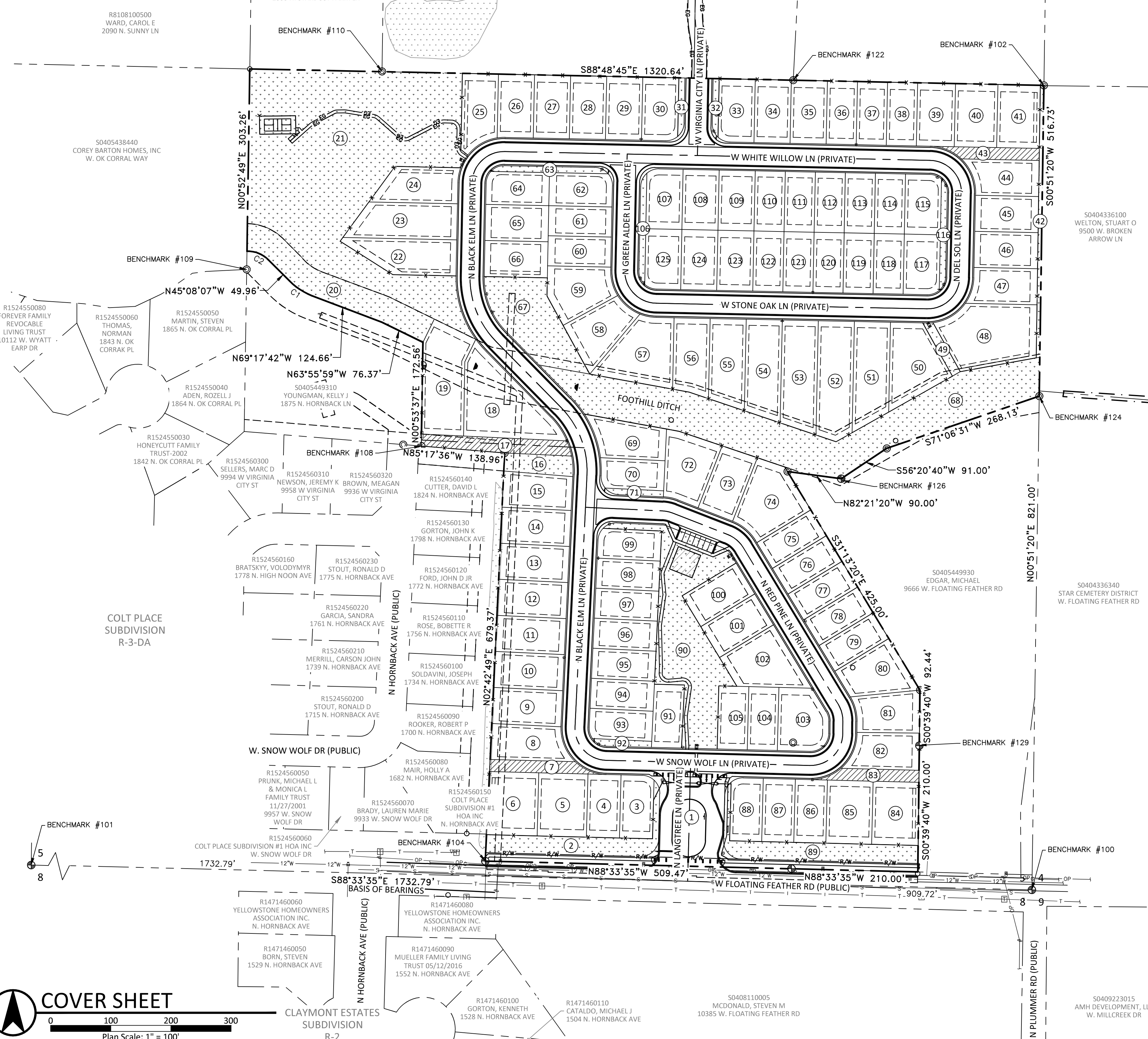
SEPTEMBER 2021



Digitally signed by Joe Pachner, P.E.
Date: 2021.09.21
14:56:22 -06'00'

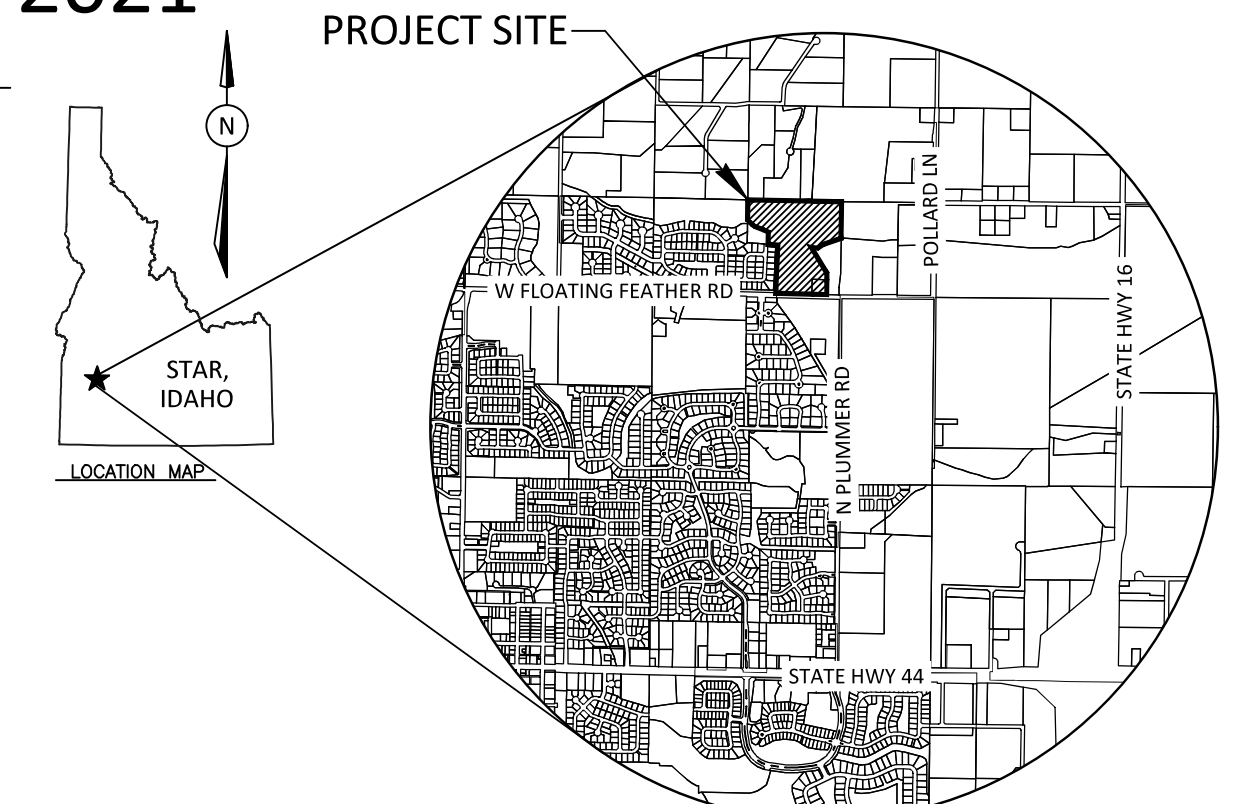
BENCHMARK					
POINT NUMBER	POINT STYLE	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	⊕	744174.0460	2433411.7090	2487.668'	ALUMINUM CAP
101	⊕	744240.4630	2430770.0250	2475.362'	ALUMINUM CAP
102	⊕	745511.6010	2433431.7310	2518.713	5/8" REBAR
104	⊕	744221.9640	2432502.9370	2479.054	ALUMINUM CAP
108	⊕	745046.3550	2432398.7400	2491.809	5/8" REBAR
109	⊕	745205.6570	2432106.1610	2493.104	5/8" REBAR
110	⊕	745534.8550	2432331.2460	2507.491	5/8" REBAR
122	⊕	745520.3320	2433014.9650	2519.607	5/8" REBAR
124	⊕	744995.0280	2433424.0590	2507.079	5/8" REBAR
126	⊕	744857.6710	2433094.6360	2495.434	ALUMINUM CAP
129	⊕	744413.8490	2433224.5860	2488.646	ALUMINUM CAP

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	112.58'	44.16'	22°28'33"	N56°22'27"W	43.88'
C2	46.53'	39.31'	48°24'09"	N68°14'39"W	38.15'



PRELIMINARY PLAT NOTES

- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- MINIMUM BUILDING SETBACK DIMENSIONS IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- IRRIGATION WATER HAS BEEN PROVIDED FROM CANAL COMPANIES WHICH INCLUDE THE MIDDLETON MILL DITCH COMPANY AND THE FARMER'S UNION DITCH CO. LTD. IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM SAID CANAL COMPANIES.
- ALL LOT LINES COMMON TO STREET RIGHTS-OF-WAY AND THE SUBDIVISION BOUNDARY CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC AND PRIVATE UTILITIES AND LOT DRAINAGE.
- ALL INTERIOR LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR PUBLIC AND PRIVATE UTILITIES, LOT DRAINAGE AND IRRIGATION FACILITIES.
- ALL REAR LOT LINES CONTAIN A 12.00 FOOT WIDE EASEMENT, FOR PUBLIC AND PRIVATE UTILITIES, LOT DRAINAGE AND IRRIGATION FACILITIES.
- LOTS 2, 16, 20, 21, 31, 32, 42, 49, 63, 67, 68, 71, 89, 90, 92, 106, AND 116 BLOCK 1 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION. THESE LOTS ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES.
- LOT 1, BLOCK 1 IS A COMMON LOT WHICH WILL CONTAIN THE PRIVATE ROADWAY FOR THE SUBDIVISION AND SHALL BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION. THESE LOTS ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES.
- LOTS 7, 16, 43, AND 83, BLOCK 1, ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES, DRAINAGE AND IRRIGATION. THESE LOTS ARE TO BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION.



PRELIMINARY ENGINEERING NOTES

- DOMESTIC WATER SERVICE WILL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT PURSUANT TO THE INFRASTRUCTURE AGREEMENT. 8" WATER MAINS WILL BE LOOPED THROUGHOUT THE SUBDIVISION.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT. THE PROPERTY WILL BE SERVED BY THE CONNECTION TO N. HORNBACK AVE THROUGH BLACK ELM LN.
- WATER AND SEWER LINE SIZES AND LOCATIONS ARE PRELIMINARY AND WILL BE REFINED DURING FINAL DESIGN.
- ALL DOMESTIC WATER MAINS AND SANITARY SEWER WILL BE INSTALLED IN ACCORDANCE WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY AND STAR SEWER AND WATER DISTRICT REQUIREMENTS.
- STORM DRAINAGE FROM THE ROADWAYS AND LOTS WILL BE COLLECTED IN ROADSIDE CURB AND GUTTER AND ROUTED TO PONDS IN THE COMMON AREAS SHOWN ON THE PLAN. THE PONDS SHOULD BE DESIGNED TO MEET THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY AND CITY OF STAR'S REQUIREMENTS. THE STORM DRAINAGE FACILITIES SHOWN ARE PRELIMINARY AND SHALL BE DETERMINED DURING FINAL DESIGN.
- THE PRESSURE AND GRAVITY IRRIGATION IMPROVEMENTS SHOWN ARE PRELIMINARY AND SHALL BE DETERMINED DURING FINAL DESIGN.
- FIBER AND DRY UTILITIES TO BE INSTALLED GENERALLY ADJACENT TO PRIVATE STREET LOT LINE.

PRELIMINARY PLAT DATA

SITE DATA	
PROPOSED ZONING	R-4
COMPREHENSIVE PLAN DESIGNATION	SINGLE FAMILY HOUSING
AREA CALCULATIONS	
TOTAL R-5 AREA	27.10 ACRES
RESIDENTIAL BUILDABLE LOT AREA	16.18 ACRES
COMMON AREA	5.66 ACRES
COMMON DRIVE AREA	0.34 ACRES
ROAD AREA	4.69 ACRES
W. FLOATING FEATHER RD R.O.W.	0.23 ACRES
TOTAL AREA OF SITE	27.10 ACRES
OVERALL LOT DATA	
TOTAL LOTS	125
R-4 ZONING	
SINGLE FAMILY RESIDENTIAL LOTS	103
COMMON LOTS	17
COMMON DRIVE LOTS	4
ROADWAY LOTS	1
MINIMUM PROPERTY SIZE	
AVERAGE PROPERTY SIZE	5,202 SQ. FT. 6,841 SQ. FT.
GROSS DENSITY	
NET DENSITY	3.80 UNITS/ACRE 6.37 UNITS/ACRE

LEGEND

BOUNDARY LINE		EXISTING IMPROVEMENTS		PROPOSED IMPROVEMENTS	
---	BOUNDARY LINE	---	SANITARY SEWER LINE	---	SEWER LINE
---	OFFSITE BOUNDARY LINE	---	WATER LINE	---	WATER LINE
---	SETBACKS	---	GAS LINE	---	STORM DRAIN LINE
---	ROAD CENTERLINE	---	OVERHEAD POWER LINE	---	PRESSURE IRRIGATION LINE
---	PROPOSED LOT LINE	---	GRAVITY IRRIGATION LINE	---	SEWER MANHOLE
---	PROPOSED RIGHT-OF-WAY LINE	---	SEWER MANHOLE	---	WATER VALVE
---	EASEMENT	---	WATER VALVE	---	WATER METER
---	COMMON LOT	---	WATER METER	---	FIRE HYDRANT
---	COMMON DRIVE	---	FIRE HYDRANT	---	SINGLE WATER SERVICE
---		---	POWER POLE	---	DOUBLE WATER SERVICE
---		---	POWER BOX	---	DRAINAGE ARROWS
---		---	EDGE OF PAVEMENT	---	STREET LIGHT
---		---	EDGE OF GRAVEL	---	
---		---	TREE DECIDUOUS	---	
---		---	EXISTING GRADE CONTOUR	---	
---		---	ORIGINAL FEMA ZONE A BOUNDARY	---	
---		---	REVISED FEMA ZONE AE BOUNDARY	---	
---		---	FEMA BASE FLOOD ELEVATION	---	

INDEX OF DRAWINGS

SHEET NO.	SHEET TITLE
PP 1.0	PRELIMINARY PLAT COVER SHEET
PP 1.1	PRELIMINARY PLAT LOT DIMENSIONS PHASE 1 - SOUTH
PP 1.2	PRELIMINARY PLAT LOT DIMENSIONS PHASE 2 - NORTH
PP 2.0	PRELIMINARY PLAT PRELIMINARY ENGINEERING

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

CONTACT INFORMATION

APPLICANT	ENGINEERING & SURVEYING CONSULTANT
WALSH GROUP, LLC. P.O. BOX 1297 EAGLE, IDAHO 83713 PHONE: (208) 639-6939 EMAIL: kelli@walshgrp.com	KM ENGINEERING, LLP 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE: (208) 639-6939 FAX: (208) 639-6930 CONTACT: DAVID ZUBIZARETA, P.E. JOE PACHNER, P.E. EMAIL: dzubizareta@kmenllp.com joe@kmenllp.com

SURVEY CONTROL NOTES

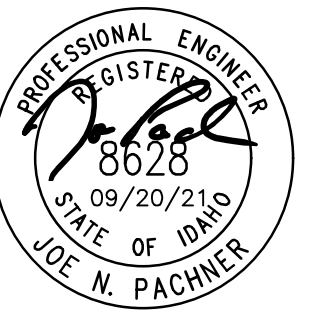
- ALL SURVEY DATA IS BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM (IDAHO WEST 1103) AND NAVD 88 VERTICAL DATUM.



LANGTREE BUNGALOWS SUBDIVISION
STAR, IDAHO
PRELIMINARY PLAT
COVER SHEET

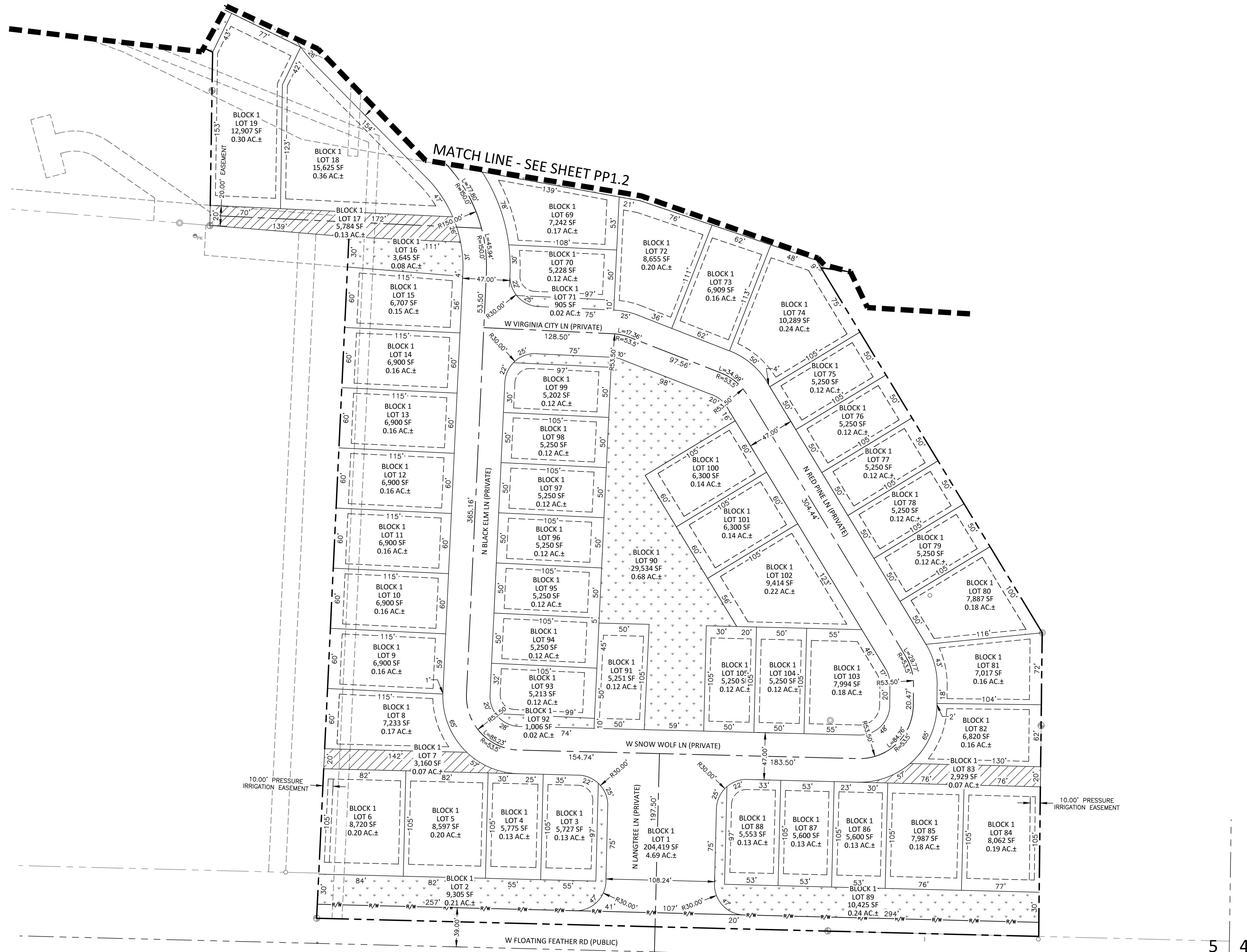
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmenllp.com

DESIGN BY: JNP
DRAWN BY: DMZ
CHECKED BY: JNP
DATE: 9/20/21
PROJECT: 20-222
SHEET NO. PP 1.0



NO.	REVISIONS	DATE

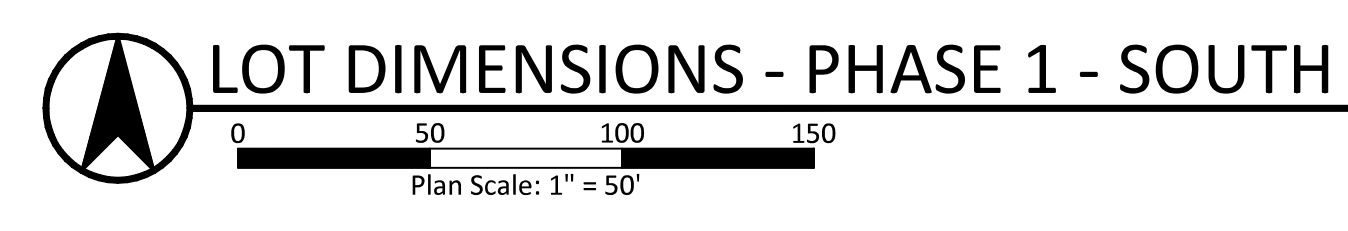
LANGTREE BUNGALOWS SUBDIVISION
STAR, IDAHO
 PRELIMINARY PLAT
 LOT DIMENSIONS
 PHASE 1 - SOUTH



DIMENSIONAL STANDARDS PER ADA COUNTY CODE

FRONT (TO FACE OF GARAGE).....	20'
FRONT (TO LIVABLE SPACE).....	10'
INTERIOR SIDE.....	5'
STREET SIDE.....	20'
REAR.....	15'
MAXIMUM BUILDING HEIGHT.....	35'

5 4
 8 9



DESIGN BY:	JNP
DRAWN BY:	DMZ
CHECKED BY:	JNP
DATE:	9/20/21
PROJECT:	20-222

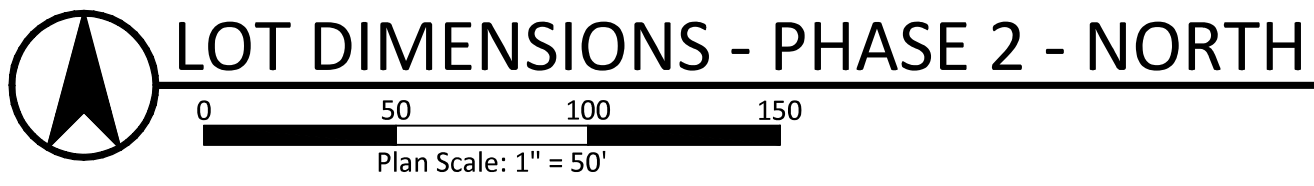
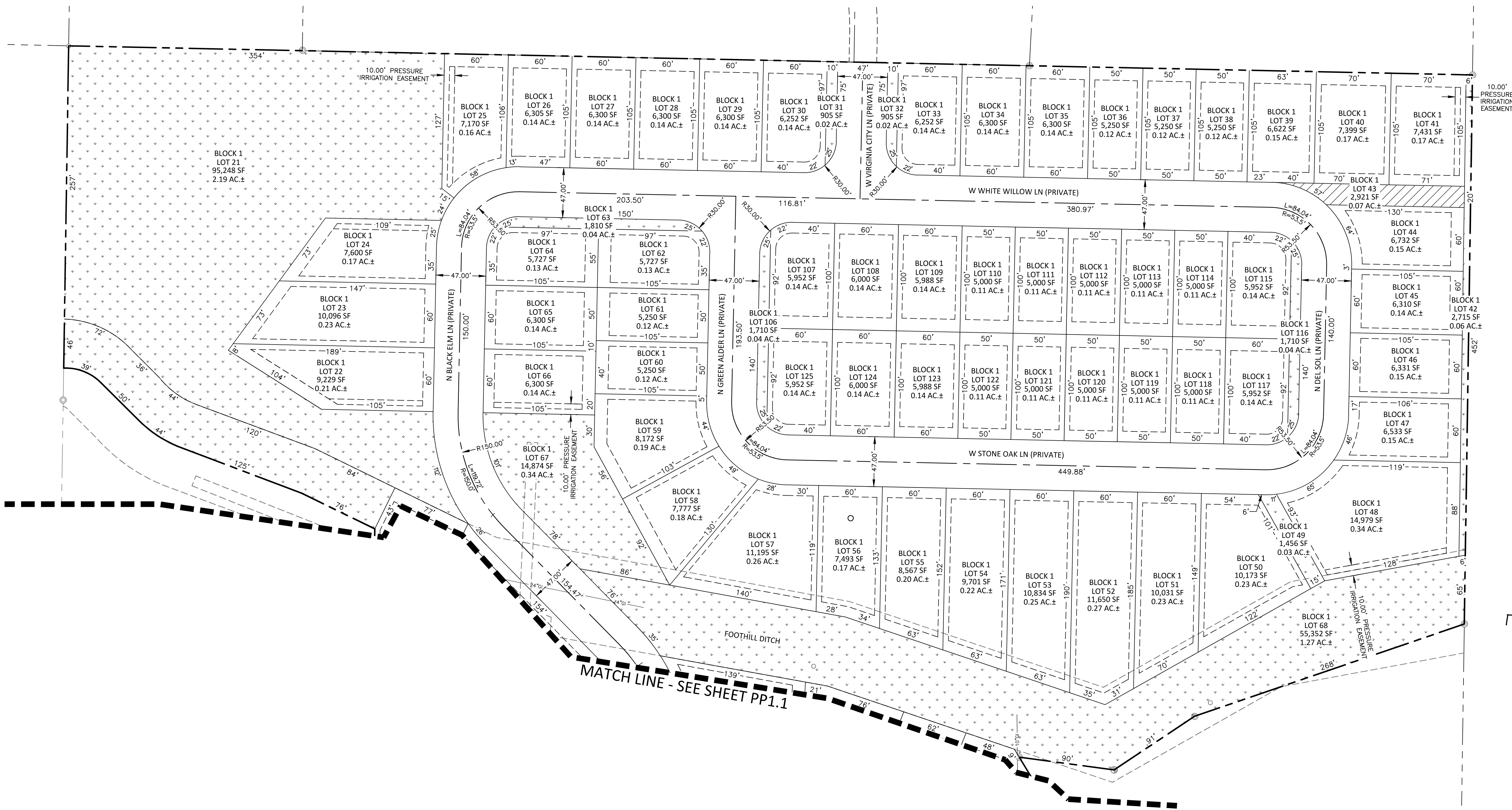
SHEET NO.
PP 1.1

P:\20-222\20-222\PRELIMINARY\20-222 PLAT DIMENSIONS DWG.DWG. DAVID DURBIN\ETA.9/20/2021_CADON 11/25/20 (R/W).PC3



NO.	REVISIONS	DATE

LANGTREE BUNGALOWS SUBDIVISION
STAR, IDAHO
PRELIMINARY PLAT
LOT DIMENSIONS
PHASE 2 - NORTH



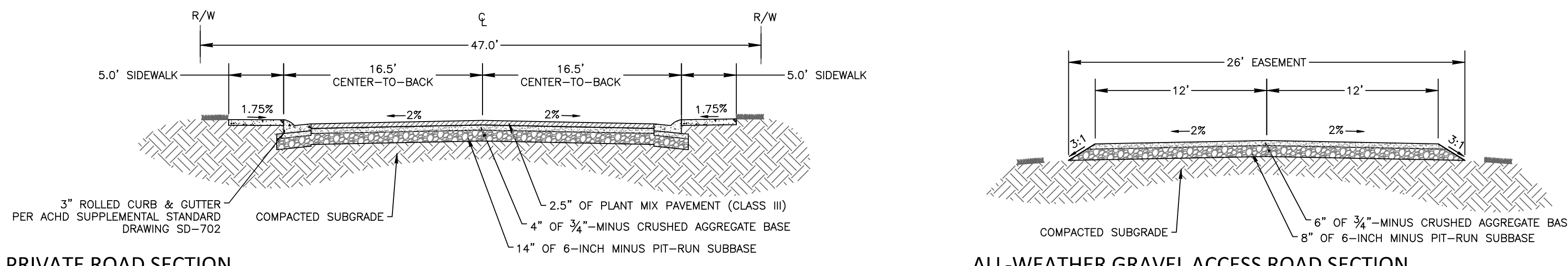
DIMENSIONAL STANDARDS PER ADA COUNTY CODE

FRONT (TO FACE OF GARAGE)	20'
FRONT (TO LIVABLE SPACE)	10'
INTERIOR SIDE	5'
STREET SIDE	20'
REAR	15'
MAXIMUM BUILDING HEIGHT	35'



DESIGN BY:	JNP
DRAWN BY:	DMZ
CHECKED BY:	JNP
DATE:	9/20/21
PROJECT:	20-222

P:\20-222\20-222\20-222 PRELIMINARY\20-222 PL LAYOUT DIMENSIONS DWG.DWG DAVID DURBIN\ETA 9/20/21\20-222 PL LAYOUT DIMENSIONS (B) (M) (P).DWG

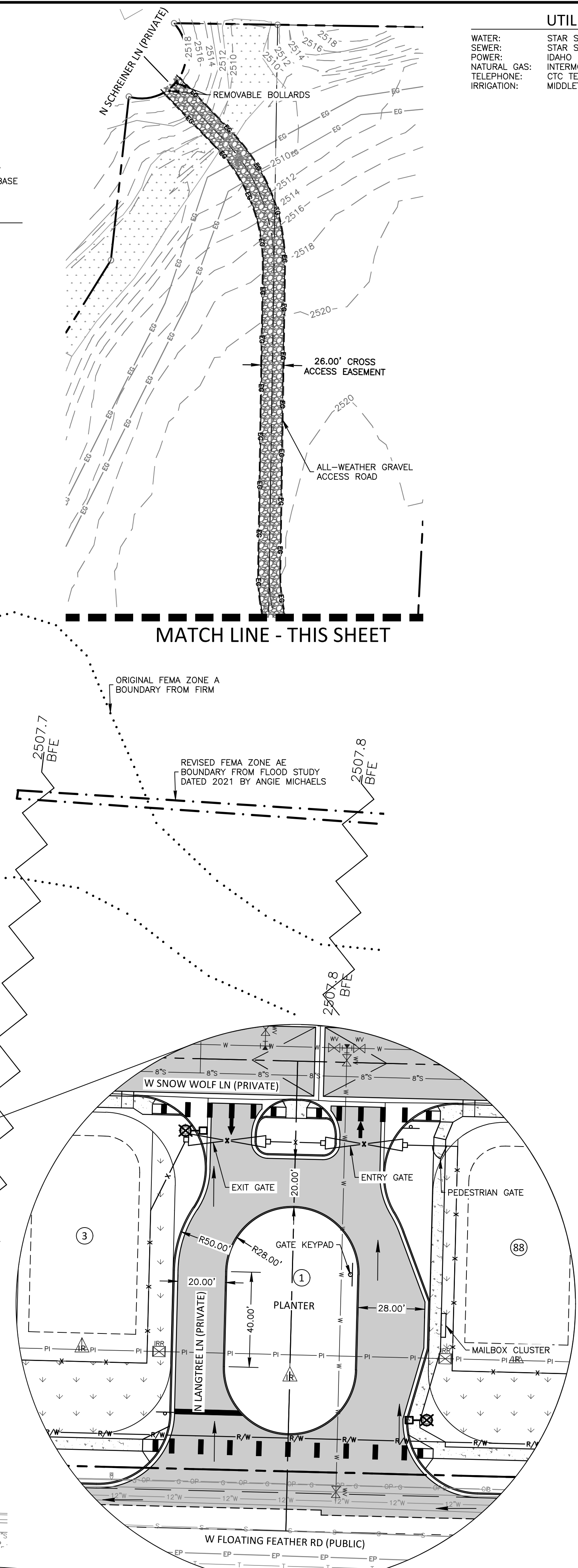
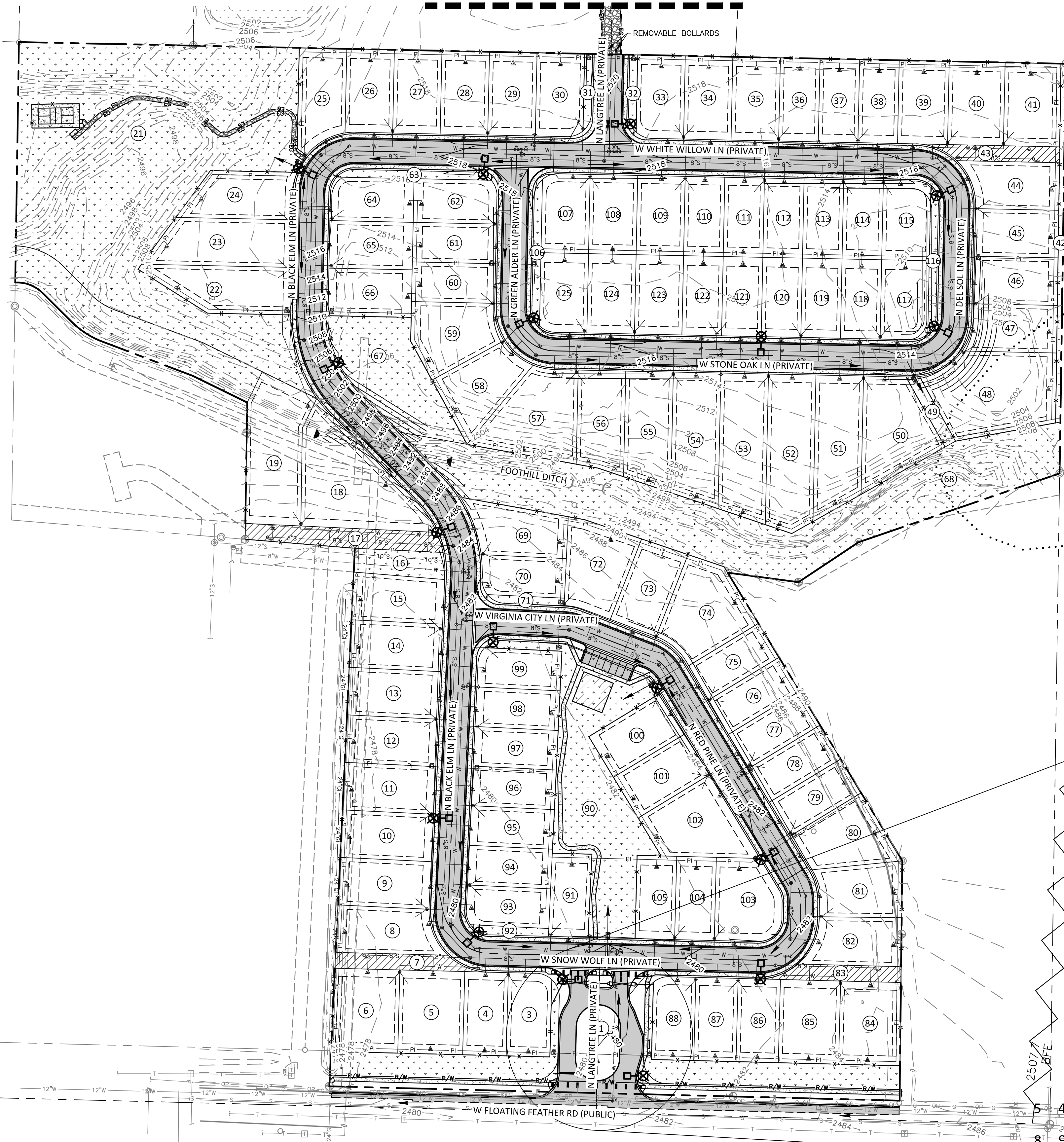


PRIVATE ROAD SECTION
SCALE: NTS

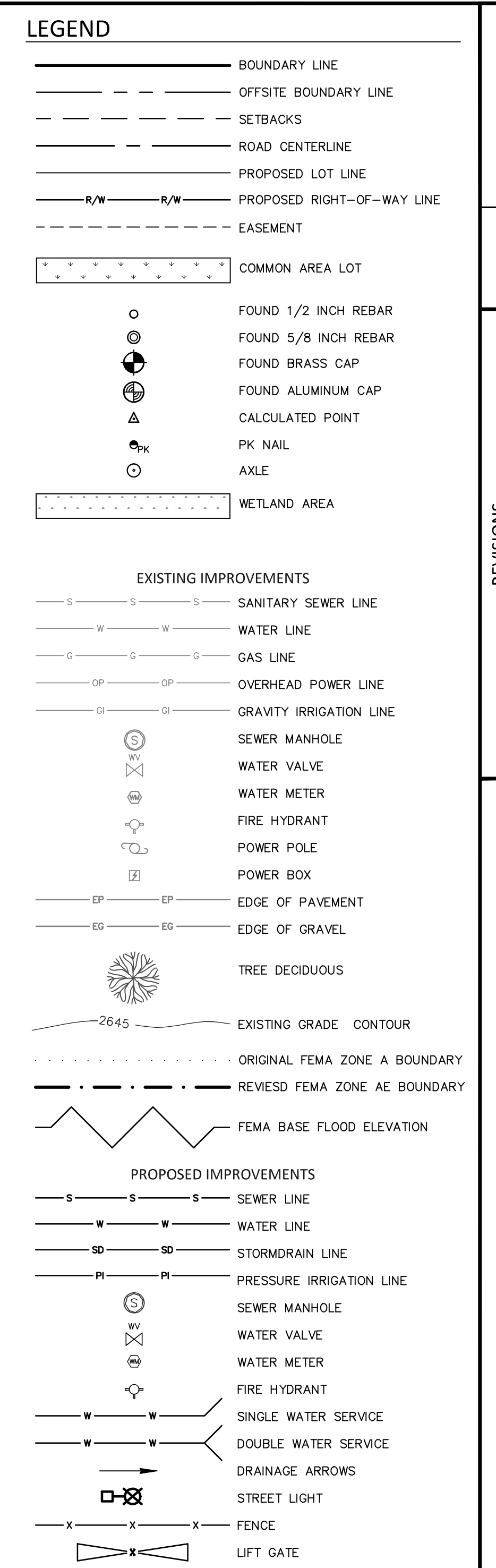
ALL-WEATHER GRAVEL ACCESS ROAD SECTION
SCALE: NTS

MATCH LINE - THIS SHEET

MATCH LINE - THIS SHEET

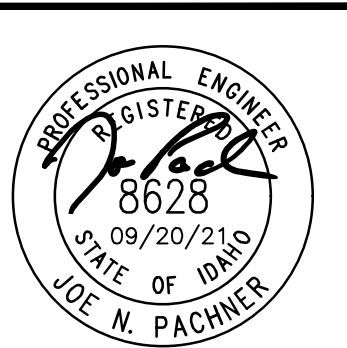
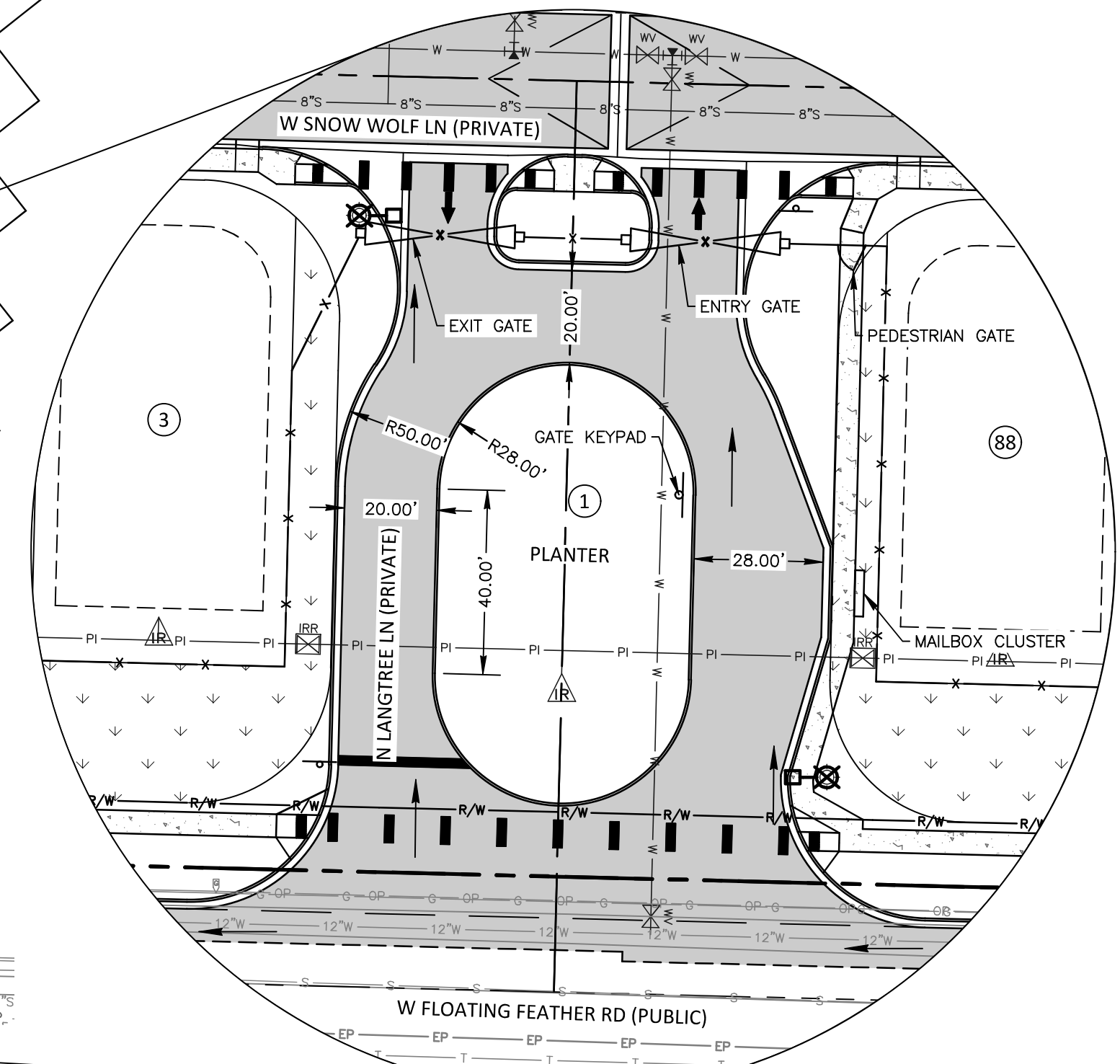


UTILITIES
 STAR SEWER AND WATER
 STAR SEWER AND WATER
 IDAHO POWER COMPANY
 INTERMOUNTAIN GAS COMPANY
 CTC TELECOM, INC
 MIDDLETON DITCH COMPANY



NOTES

- DOMESTIC AND FIRE PROTECTION WATER SERVICE WILL BE PROVIDED BY STAR SEWER AND WATER. AN 8" WATER MAIN WILL BE CONNECTED TO THE EXISTING 12" MAIN ON W FLOATING FEATHER RD. AND THE WATER MAIN EXTENDING FROM COLT PLACE SUBDIVISION.
- WATER AND SEWER LINE SIZES AND LOCATIONS ARE PRELIMINARY AND WILL BE REFINED DURING FINAL DESIGN.
- ALL DOMESTIC WATER MAINS WILL BE INSTALLED IN ACCORDANCE WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY MINIMUM STANDARDS INCLUDING SEPARATION FROM SANITARY SEWER LINES AND STORM WATER INFILTRATION SWALES.
- ALL STREETS SHALL BE PRIVATE. ROADWAYS WILL BE CONSTRUCTED TO COMPLY WITH ACHD STANDARDS, AT A MINIMUM. SEE THE PRELIMINARY ROADWAY CROSS-SECTION ON THIS SHEET. ALL STREETS WILL HAVE A POSTED SPEED LIMIT OF 15 MPH.
- STORM DRAINAGE FROM THE ROADWAYS SHALL BE COLLECTED IN PONDS LOCATED IN THE COMMON LOTS AS INDICATED OR ROUTED INTO FOOTHILL DITCH.
- STORM DRAINAGE RUNOFF FROM FLOATING FEATHER ROAD EAST OF THE PROPOSED LANGTREE LN ENTRANCE, AS WELL AS RUNOFF FROM VIRGINIA CITY LN, RED PINE LN, AND BLACK ELM LN, WILL BE ROUTED THROUGH SAND AND GREASE TRAPS INTO LOT 90. STORM DRAINAGE RUNOFF FROM FLOATING FEATHER ROAD WEST OF THE PROPOSED LANGTREE LN ENTRANCE WILL CONTINUE TO FLOW ALONG THE CURB AND GUTTER TO COLT PLACE SUBDIVISION TO THE WEST. LOT 90 WILL BE CONSTRUCTED AS AN INFILTRATION POND.
- STORM DRAINAGE RUNOFF FROM STONE OAK LN, GREEN ALDER LN, DEL SOL LN, AND WHITE WILLOW LN WILL BE ROUTED THROUGH A SAND AND GREASE TRAP AND A SWALE THROUGH LOT 49 INTO FOOTHILL DITCH.
- SANITARY SEWER, WATER, AND STORM DRAINAGE FACILITIES LOCATED OUTSIDE A PUBLIC RIGHT-OF-WAY WILL BE PROVIDED WITH A PERMANENT PUBLIC UTILITY EASEMENT.
- PROPERTY IS WITHIN THE MIDDLETON IRRIGATION DISTRICT. A PRESSURIZED IRRIGATION SYSTEM WILL BE INSTALLED TO PROVIDE IRRIGATION TO ALL BUILDING AND COMMON AREA LOTS. LOCATION AND SIZE OF THE PRESSURE IRRIGATION SYSTEM WILL BE DETERMINED DURING FINAL DESIGN.
- THE UTILITY AND GRADING AND DRAINAGE SHOWN ON THIS PLAN IS CONCEPTUAL AND SUBJECT TO MODIFICATION THROUGH FINAL DESIGN AND CONSTRUCTION.
- STREET LIGHTING SHALL CONFORM TO THE CITY OF STAR'S STREETLIGHT STANDARDS/DARK SKY ORDINANCE, THE ISPWC, AND THE CITY OF STAR SUPPLEMENTS. CUT SHEETS FOR LIGHTS AND LIGHT POLES SHALL BE APPROVED IN WRITING BY THE CITY PRIOR TO INSTALLATION.

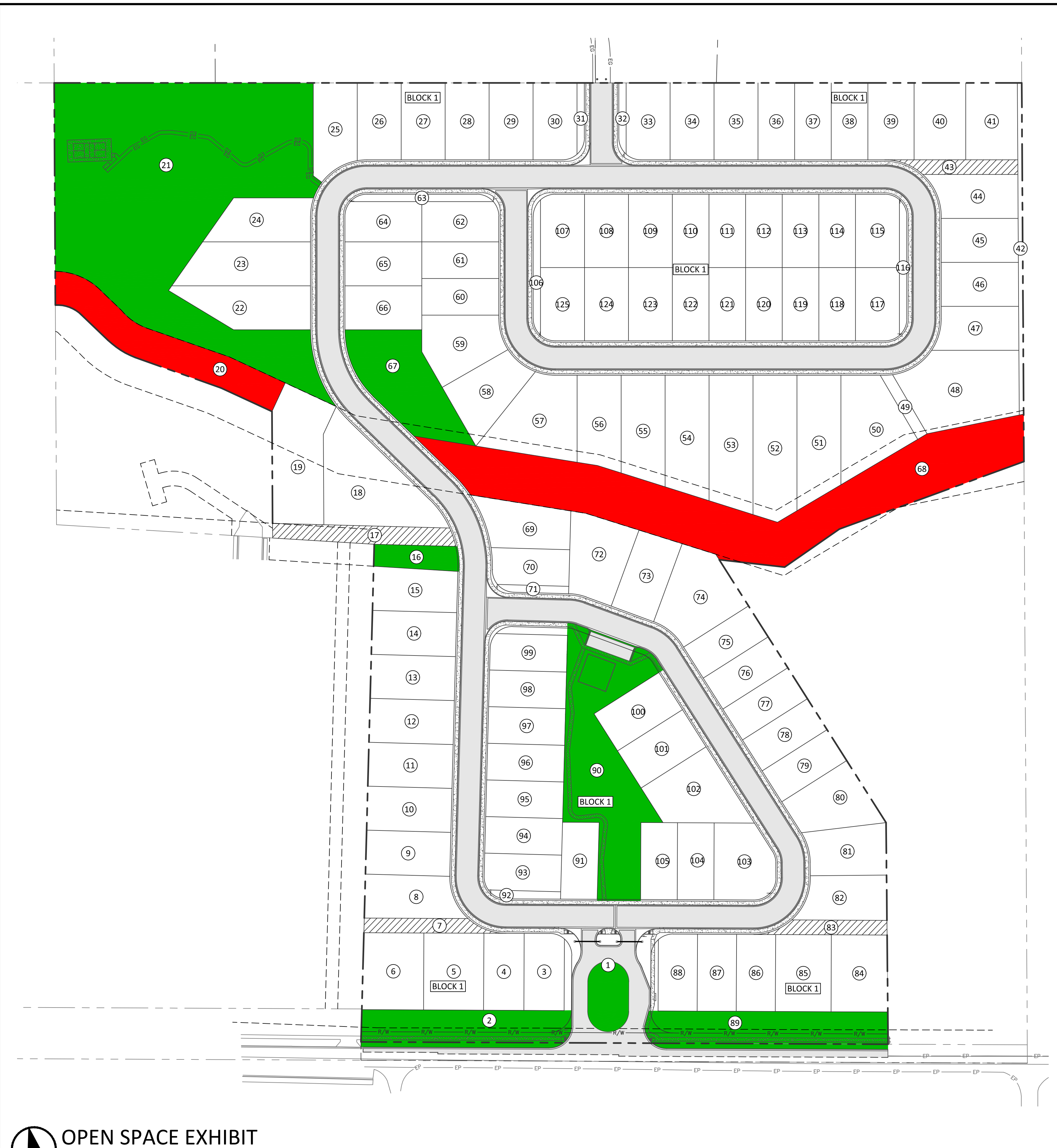


NO.	REVISIONS	DATE

LANGTREE BUNGALOWS SUBDIVISION
 STAR, IDAHO
 PRELIMINARY PLAN
 PRELIMINARY ENGINEERING



DESIGN BY:	JNP
DRAWN BY:	DMZ
CHECKED BY:	JNP
DATE:	9/20/21
PROJECT:	20-222



OPEN SPACE INFORMATION

OPEN SPACE DATA

TOTAL AREA OF SITE	27.10 ACRES
REQUIRED OPEN SPACE	04.06 ACRES 15.00%
QUALIFIED OPEN CALCULATIONS	
ACREAGE OF QUALIFIED OPEN SPACE	04.43 ACRES
PERCENTAGE OF QUALIFIED OPEN SPACE	16.35%

LEGEND

- IRRIGATION DITCH (QUALIFIED OPEN SPACE UP TO 20% REQUIRED)
- COMMON LOT (QUALIFIED BUFFER AND GENERAL OPEN SPACE)

COMMON LOT AREAS

BLOCK #	LOT #	LOT AREA (SF)	QUALIFIED OPEN SPACE (SF)	QUALIFIED OPEN SPACE (ACRES)
1	1	204,419	4,576	0.11
1	2	9,305	14,452 *	0.33
1	7	3,160	0	0.00
1	16	3,645	3,645	0.08
1	17	5,784	0	0.00
1	20	14,862	3,136	0.07
1	21	95,248	95,248	2.19
1	31	905	0	0.00
1	32	905	0	0.00
1	43	2,921	0	0.00
1	49	1,456	0	0.00
1	63	1,810	0	0.00
1	67	14,874	14,874 *	0.34
1	68	55,352	10,949	0.25
1	71	905	0	0.00
1	83	2,929	0	0.00
1	89	10,425	16,675	0.38
1	90	29,534	29,534	0.68
1	92	1,006	0	0.00
1	106	1,710	0	0.00
1	116	1,710	0	0.00
TOTAL			193,089	4.43

* AREA INCLUDES 100% OF BUFFER ALONG W. FLOATING FEATHER ROAD MEASURED FROM EDGE OF PAVEMENT

OPEN SPACE EXHIBIT

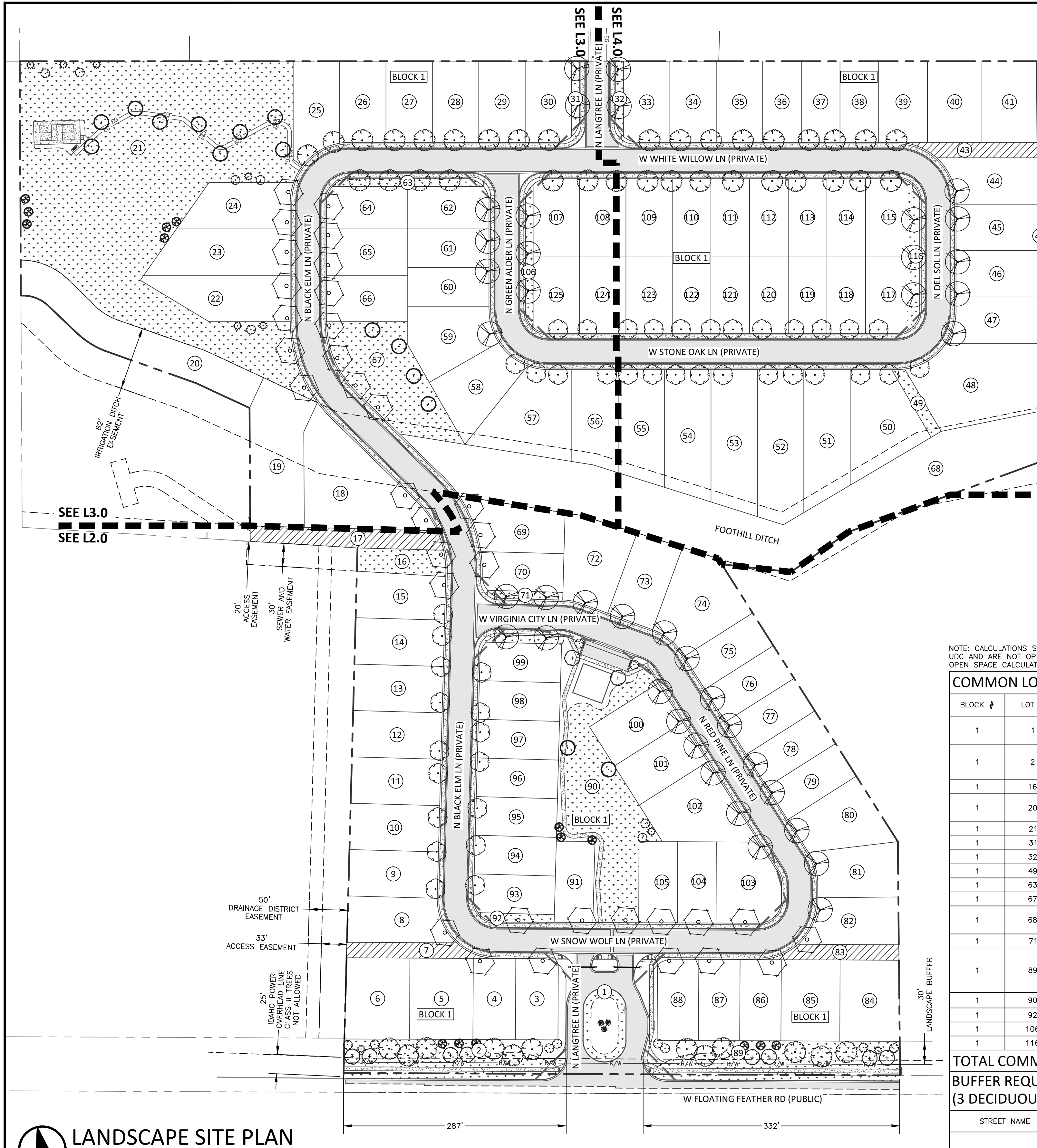
Plan Scale: 1" = 80'

**LANGTREE BUNGALOWS
STAR, IDAHO
OPEN SPACE EXHIBIT**

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 04/28/21
PROJECT: 20-222
SHEET NO. EX. 1.0

P:\20-222\CAD\LANDSCAPE\ITEMS\20-222_PP_LANDSCAPE PLAN.DWG, KWATEE CANDRIAN, 5/18/2021, DWG TO PDF, PCL3, 2024L1 [PP1]



PLANT SCHEDULE

DECIDUOUS TREES					
BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY	
ACER PLATANOIDES 'CRIMSON KING' / CRIMSON KING MAPLE	2" CAL. B&B	35'X30'	CLASS II	46	
ACER TRUNCATUM 'PACIFIC SUNSET' TM / PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II	43	
CARPINUS BETULUS / EUROPEAN HORNBEAM	2" CAL. B&B	50'X40'	CLASS II	40	
CERCIS CANADENSIS / EASTERN REDBUD MULTI-TRUNK	2" CAL. B&B	25'X35'	CLASS I	10	
LIQUIDAMBAR STYRACIFLUA 'MORaine' / MORaine SWEET GUM	2" CAL. B&B	55'X45'	CLASS II	35	
LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM / EMERALD CITY TULIP TREE	2" CAL. B&B	55'X25'	CLASS III	15	
PYRUS CALLERYANA 'CAPITAL' / CAPITAL CALLERY PEAR	2" CAL. B&B	35'X15'	CLASS II	6	
EVERGREEN TREES					
BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY	
CEDRUS DEODARA 'AUREA' / GOLDEN DEODAR CEDAR	6'-8" B&B	35'X15'	EVERGREEN	15	
PICEA GLAUCA PENDULA / WEEPING WHITE SPRUCE	6'-8" B&B	25'X8'	EVERGREEN	3	
PICEA OMORICA 'BRUNS' / BRUNS SPRUCE	6'-8" B&B	30'X10'	EVERGREEN	9	
PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	11	
SHRUBS					
BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY	
CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST SHRUB	2 GAL.	3'X3'		75	
PINUS MUGO 'MOPS' / MOPS MUGO PINE	2 GAL.	3'X3'		56	
ROSA X 'DOUBLE KNOCKOUT' (RED) / RED DOUBLE KNOCKOUT ROSE	2 GAL.	4'X4'		85	
VIBURNUM CARLISII 'SMVCB' TM / SPICE BABY KOREANSPICE VIBURNUM	2 GAL.	4'X6'		37	
GRASSES					
BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY	
MISCANTHUS SINENSIS 'MORNING LIGHT' / EULALIA GRASS	1 GAL.	5'X4'		76	
SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' / STANDING OVATION LITTLE BLUESTEM	1 GAL.	3'X3'		56	
PERENNIALS					
BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY	
HEMEROCALLIS X 'HAPPY RETURNS' / HAPPY RETURNS DAYLILY	1 GAL.	1.5'X1.5'		96	
LAVANDULA ANGSTIFOLIA 'MUNSTEAD' / MUNSTEAD ENGLISH LAVENDER	1 GAL.	2'X3'		149	
RUBEBECKIA FULGIDA 'LITTLE GOLDSTAR' / LITTLE GOLDSTAR BLACK-EYED SUSAN	1 GAL.	1.5'X1.5'		122	
SOD/SEED					
BOTANICAL / COMMON NAME	CONT	CLASS	QTY		
TURF SOD RHIZOMATOUS / RHIZOMATOUS TALL FESCUE	SOD		168,706 SF		

NOTE: CALCULATIONS SHOWN BELOW ARE TO DETERMINE THE REQUIRED NUMBER OF TREES PER CITY OF STAR UDC AND ARE NOT OPEN SPACE CALCULATIONS. REFER TO THE OPEN SPACE EXHIBIT FOR OFFICIAL QUALIFIED OPEN SPACE CALCULATIONS.

COMMON LOT TREE REQUIREMENTS (1 TREE/4000 SF)					
BLOCK #	LOT #	LOT AREA (SF)	OPEN SPACE TREE CALCULATION	REQUIRED	PROVIDED
1	1	204419	4576	1	3
			EXCLUDES PRIVATE ROADWAYS		
1	2	9305	907	0	0
			EXCLUDES 30' LANDSCAPE BUFFER ALONG W. FLOATING FEATHER RD.		
1	16	3645	3645	1	0*
1	20	14862	0	0	0
			EXCLUDES IRRIGATION EASEMENT		
1	21	95248	95248	24	26
1	31	905	905	0	0
1	32	905	905	0	0
1	49	1456	1456	0	0
1	63	1810	1810	0	0
1	67	14874	14874	4	4
1	68	55352	0	0	0
			EXCLUDES IRRIGATION EASEMENT		
1	71	905	905	0	0
1	89	10425	893	0	0
			EXCLUDES 30' LANDSCAPE BUFFER ALONG W. FLOATING FEATHER RD.		
1	90	29534	29534	7	10
1	92	1006	1006	0	0
1	106	1710	1710	0	0
1	116	1710	1710	0	0
TOTAL COMMON LOT TREES				36	40

TOTAL COMMON LOT TREES
BUFFER REQUIREMENTS (3 DECIDUOUS, 2 EVERGREEN, AND 8 SHRUBS/100 LF)

STREET NAME	LF	CALCULATION		REQUIRED	PROVIDED
W. FLOATING FEATHER RD.	619	DECIDUOUS = (619/100)*3		19	
		CLASS II DECIDUOUS			16
		CLASS I ORNAMENTAL (8 TOTAL)			4
		TOTAL DECIDUOUS			20
		EVERGREEN = (619/100)*2		12	12
SHRUB = (619/100)*8		50	94		
TOTAL STREET BUFFER TREES				31	32
TOTAL TREES REQUIRED/PROVIDED				67	72

* TREES RELOCATED TO BLOCK 1 LOT 22 DUE TO SEEPAGE BED EASEMENT.

ACHD LANDSCAPE NOTES

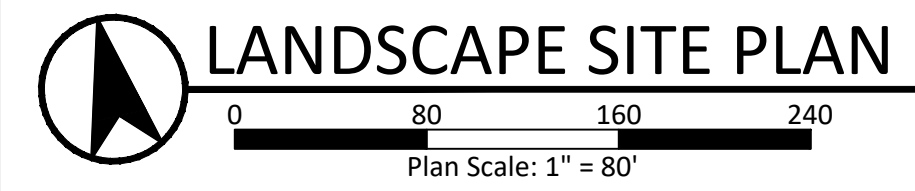
- TREES SHALL NOT BE PLANTED WITHIN THE 10' CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
- SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.

GENERAL LANDSCAPE NOTES

- CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1-800-342-1585. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN.
- FENCING WITHIN SUBDIVISION, ALONG SIDE AND REAR LOT LINES SHALL BE INSTALLED BY BUILDER/HOMEOWNER IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT AND SHALL COMPLY WITH THE STANDARDS ESTABLISHED IN THE SUBDIVISION'S CC&RS.

GENERAL IRRIGATION NOTES

- ALL PLANT MATERIALS TO BE WATERED BY THE DEVELOPMENT OR SUBDIVISION PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF COMMON AREAS SHALL BE VIA THE SUBDIVISION'S PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF INDIVIDUAL LOTS AND LANDSCAPING ALONG THE FRONTAGE OF PRIVATE LOTS SHALL BE PRESSURIZED IRRIGATION WATER, AND THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
- COVERAGE: THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
- MATCHED PRECIPITATION RATES: SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
- IRRIGATION DISTRICTS: SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
- OVERSPRAY: SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.



CONTACT INFORMATION

OWNER
WALSH GROUP
P.O. BOX 1297
EAGLE, IDAHO 83616
PHONE: (208) 329-5715
EMAIL: kelli@walshgroup.com

LANDSCAPE CONSULTANT
KM ENGINEERING, LLP
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE: (208) 639-6939
FAX: (208) 639-6930
CONTACT: ALYSSA YENSEN, PLA
EMAIL: ayensen@kmengllp.com

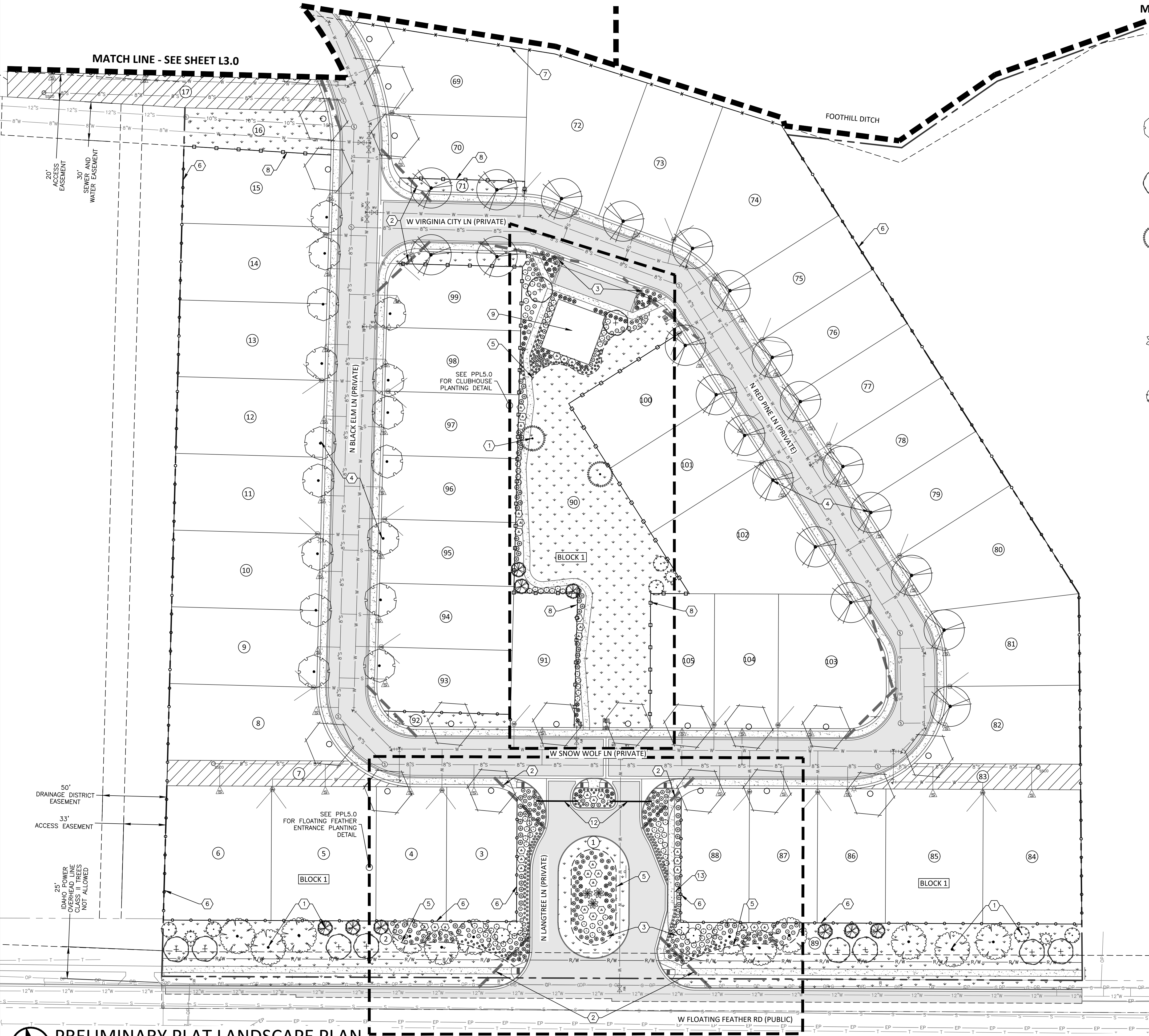
REVISIONS		DATE
NO.	ITEM	

LANGTREE BUNGALOWS SUBDIVISION
STAR, IDAHO
PRELIMINARY PLAT LANDSCAPE COVER



DESIGN BY: KAC
DRAWN BY: KAC
CHECKED BY: AY
DATE: 5/14/21
PROJECT: 20-222
SHEET NO. PPL1.0

P:\2022\CAD\LANDSCAPE\ITEMS\20-222-PP-LANDSCAPE PLAN.DWG, KATIEE.CANDRIAN, 5/18/2021, DWG TO PDF, PCL3, 224x41, [PPL1]



PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	ACER PLATANOIDES 'CRIMSON KING' CRIMSON KING MAPLE	2" CAL. B&B	35'X30'	CLASS II	46
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II	43
	CARPINUS BETULUS EUROPEAN HORNBEEAM	2" CAL. B&B	50'X40'	CLASS II	40
	CERCIS CANADENSIS EASTERN REDBUD MULTI-TRUNK	2" CAL. B&B	25'X35'	CLASS I	10
	LIQUIDAMBAR STYRACIFLUA 'MORAIN'	2" CAL. B&B	55'X45'	CLASS II	35
	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM EMERALD CITY TULIP TREE	2" CAL. B&B	55'X25'	CLASS III	15
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR	2" CAL. B&B	35'X15'	CLASS II	6
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	CEDRUS DEODARA 'AUREA' GOLDEN DEODAR CEDAR	6'-8" B&B	35'X15'	EVERGREEN	15
	PICEA GLAUCA PENDULA WEeping WHITE SPRUCE	6'-8" B&B	25'X8'	EVERGREEN	3
	PICEA OMORIKA 'BRUNS' BRUNS SPRUCE	6'-8" B&B	30'X10'	EVERGREEN	9
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	11
SHRUBS	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST SHRUB	2 GAL.	3'X3'		75
	PINUS MUGO 'MOPS' MOPS MUGO PINE	2 GAL.	3'X3'		56
	ROSA X 'DOUBLE KNOCKOUT' (RED) RED DOUBLE KNOCKOUT ROSE	2 GAL.	4'X4'		85
	VIBURNUM CARLESII 'SMVCB' TM SPICE BABY KOREANSPICE VIBURNUM	2 GAL.	4'X6'		37
GRASSES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	MISCANTHUS SINENSIS 'MORNING LIGHT' EULALIA GRASS	1 GAL.	5'X4'		76
	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' STANDING OVATION LITTLE BLUESTEM	1 GAL.	3'X3'		56
PERENNIALS	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	HEMEROCALLIS X 'HAPPY RETURNS' HAPPY RETURNS DAYLILY	1 GAL.	1.5'X1.5'		96
	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' MUNSTEAD ENGLISH LAVENDER	1 GAL.	2'X3'		149
	RUDEBECKIA FULGIDA 'LITTLE GOLDSTAR' LITTLE GOLDSTAR BLACK-EYED SUSAN	1 GAL.	1.5'X1.5'		122
SOD/SEED	BOTANICAL / COMMON NAME	CONT.	MATURE HXW	CLASS	QTY
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD			168,706 SF

KEY NOTES (TYPICAL) (#)

1. INSTALL 3" DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
2. 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
3. ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH ORGANIC PERMABARK MULCH WITH PERMEABLE FABRIC WEED BARRIER. SUBMIT SAMPLE TO OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLING. THE USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING AREAS IS PROHIBITED. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
4. SCHEMATIC LOCATION OF TREES. TREES TO BE PLANTED IN CONJUNCTION WITH INDIVIDUAL LOT LANDSCAPING.
5. INSTALL FLAT-BLADE SHOVEL EDGING AT INTERFACE OF SOD AND PLANTER BED. SEE PPL6.0-2.
6. 6-FOOT HEIGHT SOLID VINYL FENCE. SEE PPL6.0-3.
7. 5-FOOT HEIGHT OPEN VISION METAL FENCE. SEE PPL6.0-4.
8. 4-FOOT HEIGHT OPEN VISION METAL FENCE. SEE PPL6.0-4.
9. CLUBHOUSE. SEE ARCHITECTURAL PLANS. PLANTINGS AROUND CLUBHOUSE ARE SCHEMATIC. FINAL LAYOUT TO BE PROVIDED AS A SEPARATE SUBMITTAL.
10. PICKLE BALL COURT. SEE PPL6.0-6, PPL6.0-7, AND PPL6.0-8.
11. BENCH SEATING. SEE PPL6.0-9.
12. ENTRANCE GATE. FINAL DESIGN TO BE PROVIDED AND APPROVED AS SEPARATE SUBMITTAL. SEE REFERENCE PHOTO PPL6.0-10.
13. MAILBOX CLUSTER. SEE ARCHITECTURAL PLANS.

NO.	REVISIONS	DATE

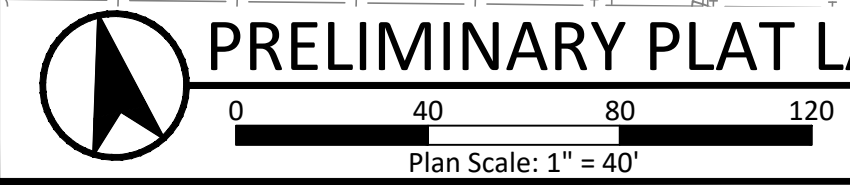
**LANGTREE BUNGALOWS SUBDIVISION
STAR, IDAHO**

PRELIMINARY PLAT LANDSCAPE PLAN

5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

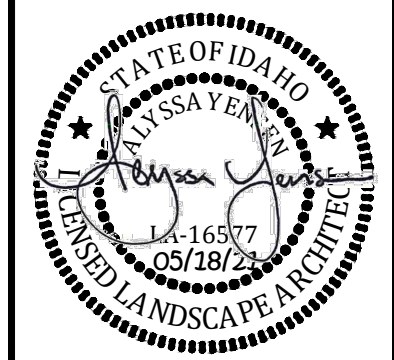
DESIGN BY:	KAC
DRAWN BY:	KAC
CHECKED BY:	AY
DATE:	5/14/21
PROJECT:	20-222

SHEET NO. **PPL2.0**



PRELIMINARY PLAT LANDSCAPE PLAN

P:\2022\2022\LANDSCAPE\ITEMS\202222.PP LANDSCAPE PLAN.DWG, KAITEE CANDRIAN, 5/18/2021, DWG TO PDF, PCL3, 2/24/21 (PDF)



NO.	REVISIONS	DATE

LANGTREE BUNGALOWS SUBDIVISION
STAR, IDAHO
PRELIMINARY PLAT LANDSCAPE PLAN



DESIGN BY:	KAC
DRAWN BY:	KAC
CHECKED BY:	AY
DATE:	5/14/21
PROJECT:	20-222

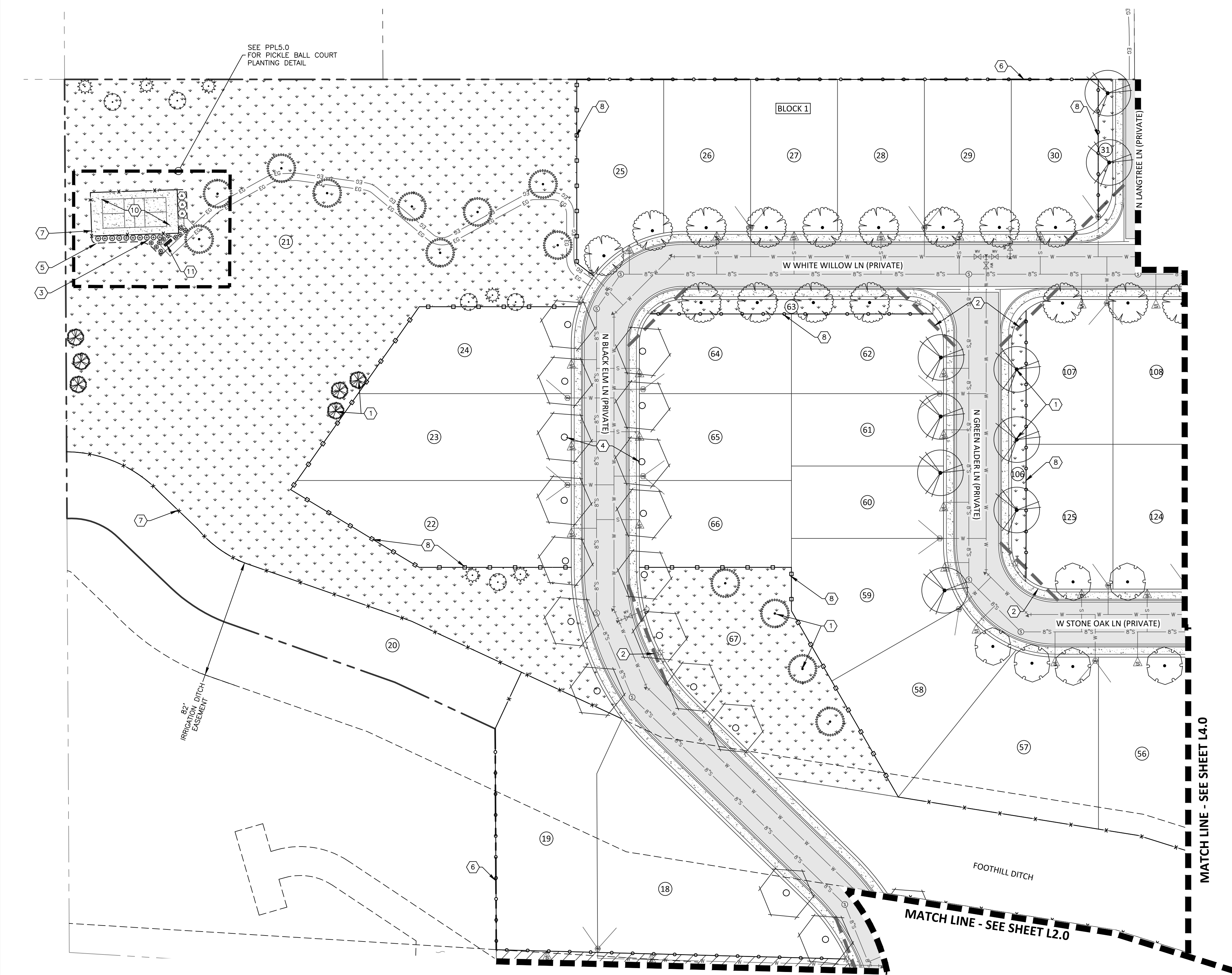
SHEET NO.
PPL3.0

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	ACER PLATANOIDES 'CRIMSON KING' CRIMSON KING MAPLE	2" CAL. B&B	35'X30'	CLASS II	46
	ACER TRUNCATUM 'PACIFIC SUNSET'™ PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II	43
	CARPINUS BETULUS EUROPEAN HORNBEAM	2" CAL. B&B	50'X40'	CLASS II	40
	CERCIS CANADENSIS EASTERN REDBUD MULTI-TRUNK	2" CAL. B&B	25'X35'	CLASS I	10
	LIQUIDAMBAR STYRACIFLUA 'MORAINÉ' MORAINÉ SWEET GUM	2" CAL. B&B	55'X45'	CLASS II	35
	LIRIODENDRON TULIPIFERA 'EMERALD CITY'™ EMERALD CITY TULIP TREE	2" CAL. B&B	55'X25'	CLASS III	15
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR	2" CAL. B&B	35'X15'	CLASS II	6
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	CEDRUS DEODARA 'AUREA' GOLDEN DEODAR CEDAR	6"-8" B&B	35'X15'	EVERGREEN	15
	PICEA GLAUCA PENDULA WEeping WHITE SPRUCE	6"-8" B&B	25'X8'	EVERGREEN	3
	PICEA OMORICA 'BRUNS' BRUNS SPRUCE	6"-8" B&B	30'X10'	EVERGREEN	9
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6"-8" B&B	25'X15'	EVERGREEN	11
SHRUBS	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST SHRUB	2 GAL.	3'X3'		75
	PINUS MUGO 'MOPS' MOPS MUGO PINE	2 GAL.	3'X3'		56
	ROSA X 'DOUBLE KNOCKOUT' (RED) RED DOUBLE KNOCKOUT ROSE	2 GAL.	4'X4'		85
	VIBURNUM CARLESII 'SMVCB'™ SPICE BABY KOREANSPICE VIBURNUM	2 GAL.	4'X6'		37
GRASSES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	MISCANTHUS SINENSIS 'MORNING LIGHT' EULALIA GRASS	1 GAL.	5'X4'		76
	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' STANDING OVATION LITTLE BLUESTEM	1 GAL.	3'X3'		56
PERENNIALS	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	HEMEROCALLIS X 'HAPPY RETURNS' HAPPY RETURNS DAYLILY	1 GAL.	1.5'X1.5'		96
	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' MUNSTEAD ENGLISH LAVENDER	1 GAL.	2'X3'		149
	RUBECKIA FULGIDA 'LITTLE GOLDSTAR' LITTLE GOLDSTAR BLACK-EYED SUSAN	1 GAL.	1.5'X1.5'		122
SOD/SEED	BOTANICAL / COMMON NAME	CONT.	MATURE HXW	CLASS	QTY
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD			168,706 SF

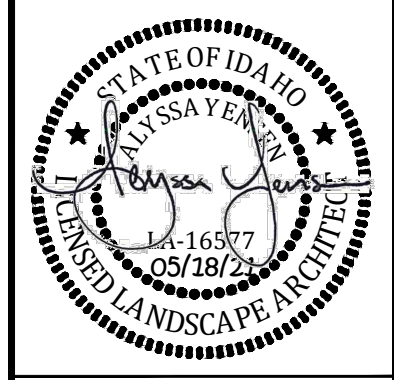
KEY NOTES (TYPICAL) (1)

- INSTALL 3' DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
- 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
- ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH ORGANIC PERMABARK MULCH WITH PERMEABLE FABRIC WEED BARRIER. SUBMIT SAMPLE TO OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLING. THE USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING AREAS IS PROHIBITED. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
- SCHEMATIC LOCATION OF TREES. TREES TO BE PLANTED IN CONJUNCTION WITH INDIVIDUAL LOT LANDSCAPING.
- INSTALL FLAT-BLADE SHOVEL EDGING AT INTERFACE OF SOD AND PLANTER BED. SEE PPL6.0-2.
- 6-FOOT HEIGHT SOLID VINYL FENCE. SEE PPL6.0-3.
- 5-FOOT HEIGHT OPEN VISION METAL FENCE. SEE PPL6.0-4.
- 4-FOOT HEIGHT OPEN VISION METAL FENCE. SEE PPL6.0-4.
- CLUBHOUSE. SEE ARCHITECTURAL PLANS. PLANTINGS AROUND CLUBHOUSE ARE SCHEMATIC. FINAL LAYOUT TO BE APPROVED AS A PART OF A SEPARATE SUBMITTAL.
- PICKLE BALL COURT. SEE PPL6.0-6, PPL6.0-7, AND PPL6.0-8.
- BENCH SEATING. SEE PPL6.0-9.
- ENTRANCE GATE. FINAL DESIGN TO BE PROVIDED AND APPROVED AS SEPARATE SUBMITTAL. SEE REFERENCE PHOTO PPL6.0-10.
- MAILBOX CLUSTER. SEE ARCHITECTURAL PLANS.



PRELIMINARY PLAT LANDSCAPE PLAN
Plan Scale: 1" = 40'

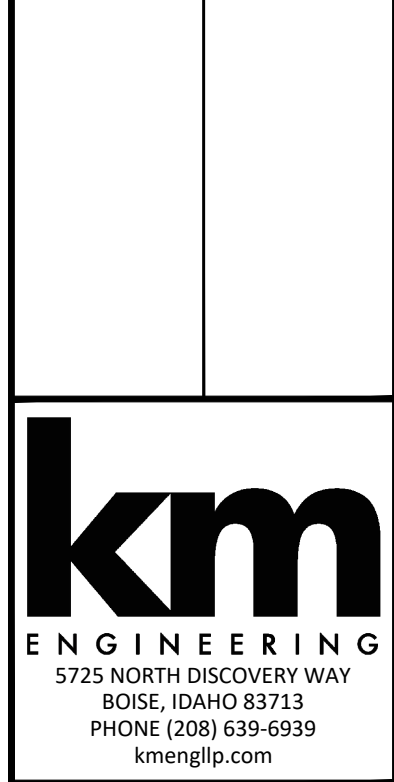
P:\20-222\LANDSCAPE\ELEMENTS\20-222-PP-LANDSCAPE PLAN.DWG, KAYSSA EMBURY, 5/18/2021, DWG TO PDF, PCL3, 20241, [PDF]



NO.	REVISIONS	DATE

LANGTREE BUNGALOWS SUBDIVISION
STAR, IDAHO

PRELIMINARY PLAT LANDSCAPE PLAN



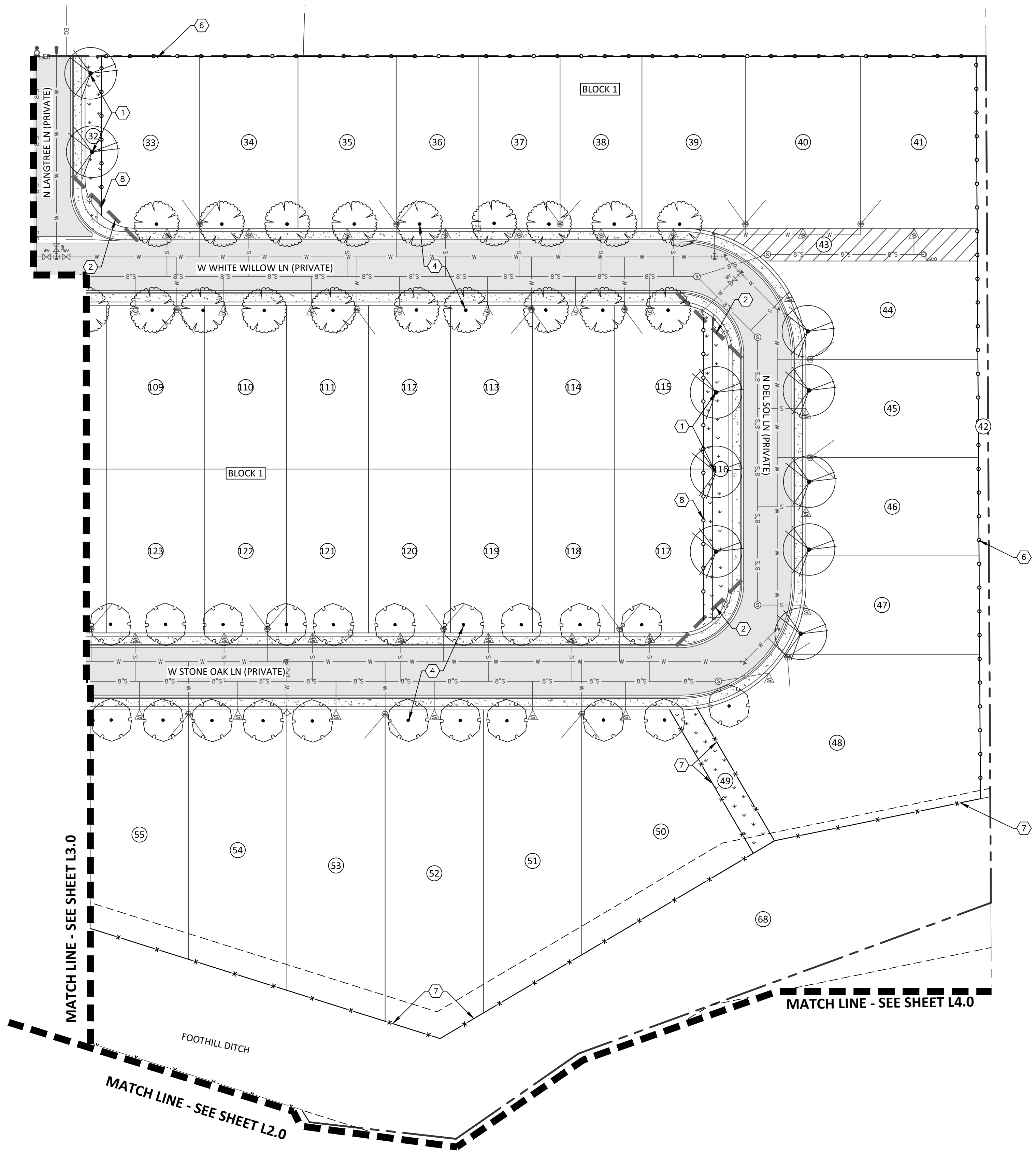
DESIGN BY:	KAC
DRAWN BY:	KAC
CHECKED BY:	AY
DATE:	5/14/21
PROJECT:	20-222
SHEET NO.	PPL4.0

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	ACER PLATANOIDES 'CRIMSON KING' CRIMSON KING MAPLE	2" CAL. B&B	35'X30'	CLASS II	46
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II	43
	CARPINUS BETULUS EUROPEAN HORNBEAM	2" CAL. B&B	50'X40'	CLASS II	40
	CERCIS CANADENSIS EASTERN REDBUD MULTI-TRUNK	2" CAL. B&B	25'X35'	CLASS I	10
	LIQUIDAMBAR STYRACIFLUA 'MORaine' MORaine SWEET GUM	2" CAL. B&B	55'X45'	CLASS II	35
	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM EMERALD CITY TULIP TREE	2" CAL. B&B	55'X25'	CLASS III	15
	PYRUS CALLERYANA 'CAPITAL' CAPITAL CALLERY PEAR	2" CAL. B&B	35'X15'	CLASS II	6
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	CEDRUS DEODARA 'AUREA' GOLDEN DEODAR CEDAR	6'-8" B&B	35'X15'	EVERGREEN	15
	PICEA GLAUCA PENDULA WEeping WHITE SPRUCE	6'-8" B&B	25'X8'	EVERGREEN	3
	PICEA OMORIKA 'BRUNS' BRUNS SPRUCE	6'-8" B&B	30'X10'	EVERGREEN	9
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	11
SHRUBS	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST SHRUB	2 GAL.	3'X3'		75
	PINUS MUGO 'MOPS' MOPS MUGO PINE	2 GAL.	3'X3'		56
	ROSA X 'DOUBLE KNOCKOUT' (RED) RED DOUBLE KNOCKOUT ROSE	2 GAL.	4'X4'		85
	VIBURNUM CARLESII 'SMVCB' TM SPICE BABY KOREANSPICE VIBURNUM	2 GAL.	4'X6'		37
GRASSES	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	MISCANTHUS SINENSIS 'MORNING LIGHT' EULALIA GRASS	1 GAL.	5'X4'		76
	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' STANDING OVATION LITTLE BLUESTEM	1 GAL.	3'X3'		56
PERENNIALS	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS	QTY
	HEMEROCALLIS X 'HAPPY RETURNS' HAPPY RETURNS DAYLILY	1 GAL.	1.5'X1.5'		96
	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' MUNSTEAD ENGLISH LAVENDER	1 GAL.	2'X3'		149
	RUDBECKIA FULGIDA 'LITTLE GOLDSTAR' LITTLE GOLDSTAR BLACK-EYED SUSAN	1 GAL.	1.5'X1.5'		122
SOD/SEED	BOTANICAL / COMMON NAME	CONT	CLASS	QTY	
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD		168,706 SF	

KEY NOTES (TYPICAL) (#)

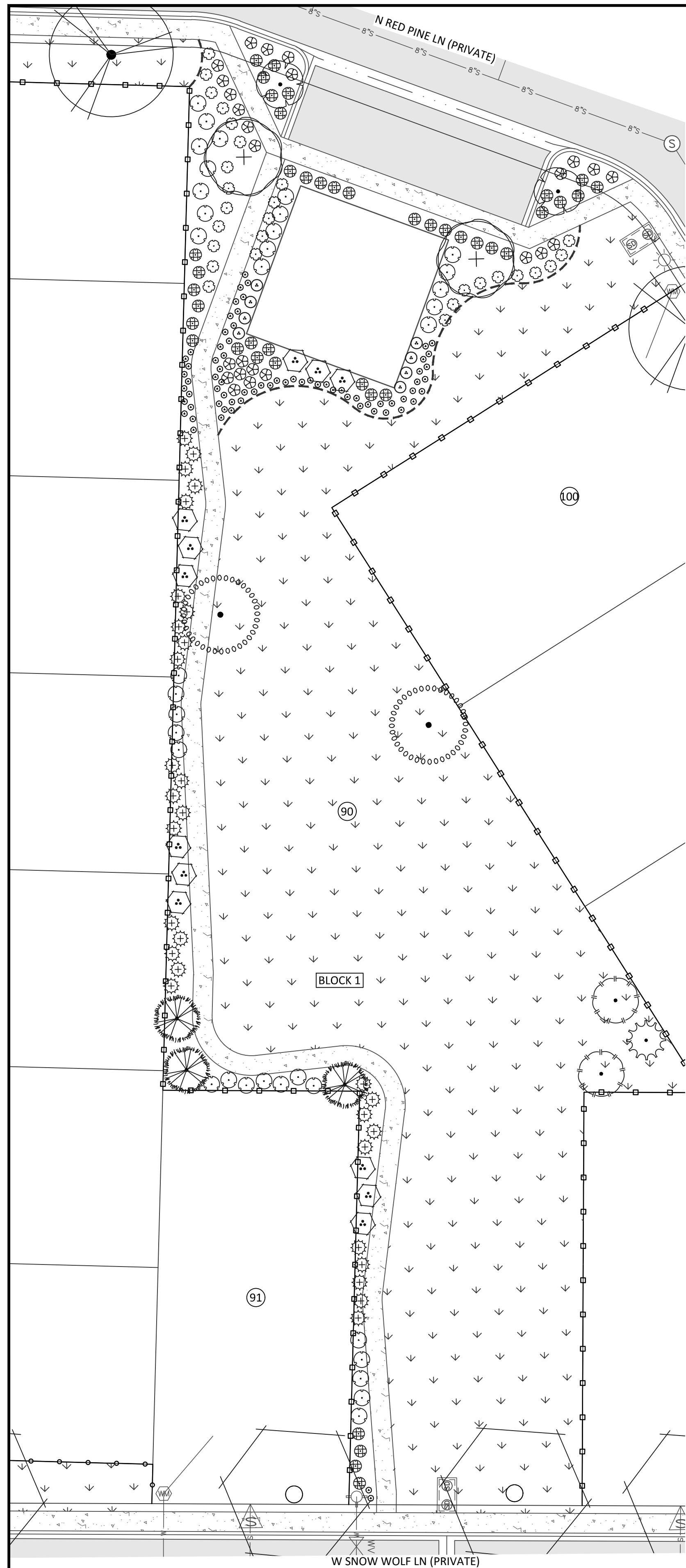
- INSTALL 3" DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
- 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
- ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH ORGANIC PERMABARK MULCH WITH PERMEABLE FABRIC WEED BARRIER. SUBMIT SAMPLE TO OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLING. THE USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING AREAS IS PROHIBITED. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
- SCHEMATIC LOCATION OF TREES. TREES TO BE PLANTED IN CONJUNCTION WITH INDIVIDUAL LOT LANDSCAPING.
- INSTALL FLAT-BLADE SHOVEL EDGING AT INTERFACE OF SOD AND PLANTER BED. SEE PPL6.0-2.
- 6-FOOT HEIGHT SOLID VINYL FENCE. SEE PPL6.0-3.
- 5-FOOT HEIGHT OPEN VISION METAL FENCE. SEE PPL6.0-4.
- 4-FOOT HEIGHT OPEN VISION METAL FENCE. SEE PPL6.0-4.
- CLUBHOUSE. SEE ARCHITECTURAL PLANS. PLANTINGS AROUND CLUBHOUSE ARE SCHEMATIC. FINAL LAYOUT TO BE APPROVED AS A PART OF A SEPARATE SUBMITTAL.
- PICKLE BALL COURT. SEE PPL6.0-6, PPL6.0-7, AND PPL6.0-8.
- BENCH SEATING. SEE PPL6.0-9.
- ENTRANCE GATE. FINAL DESIGN TO BE PROVIDED AND APPROVED AS SEPARATE SUBMITTAL. SEE REFERENCE PHOTO PPL6.0-10.
- MAILBOX CLUSTER. SEE ARCHITECTURAL PLANS.



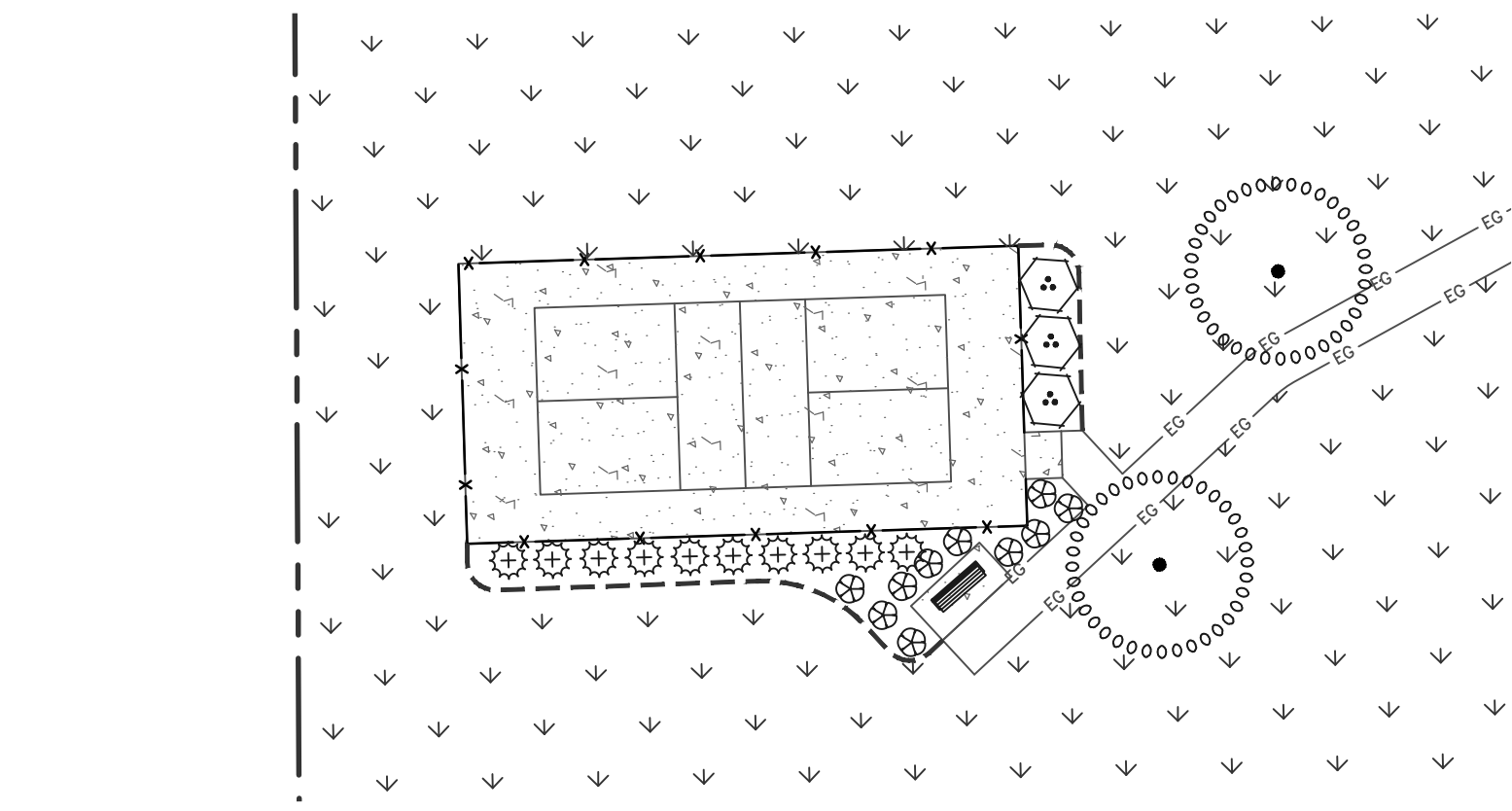
PRELIMINARY PLAT LANDSCAPE PLAN

0 40 80 120
Plan Scale: 1" = 40'

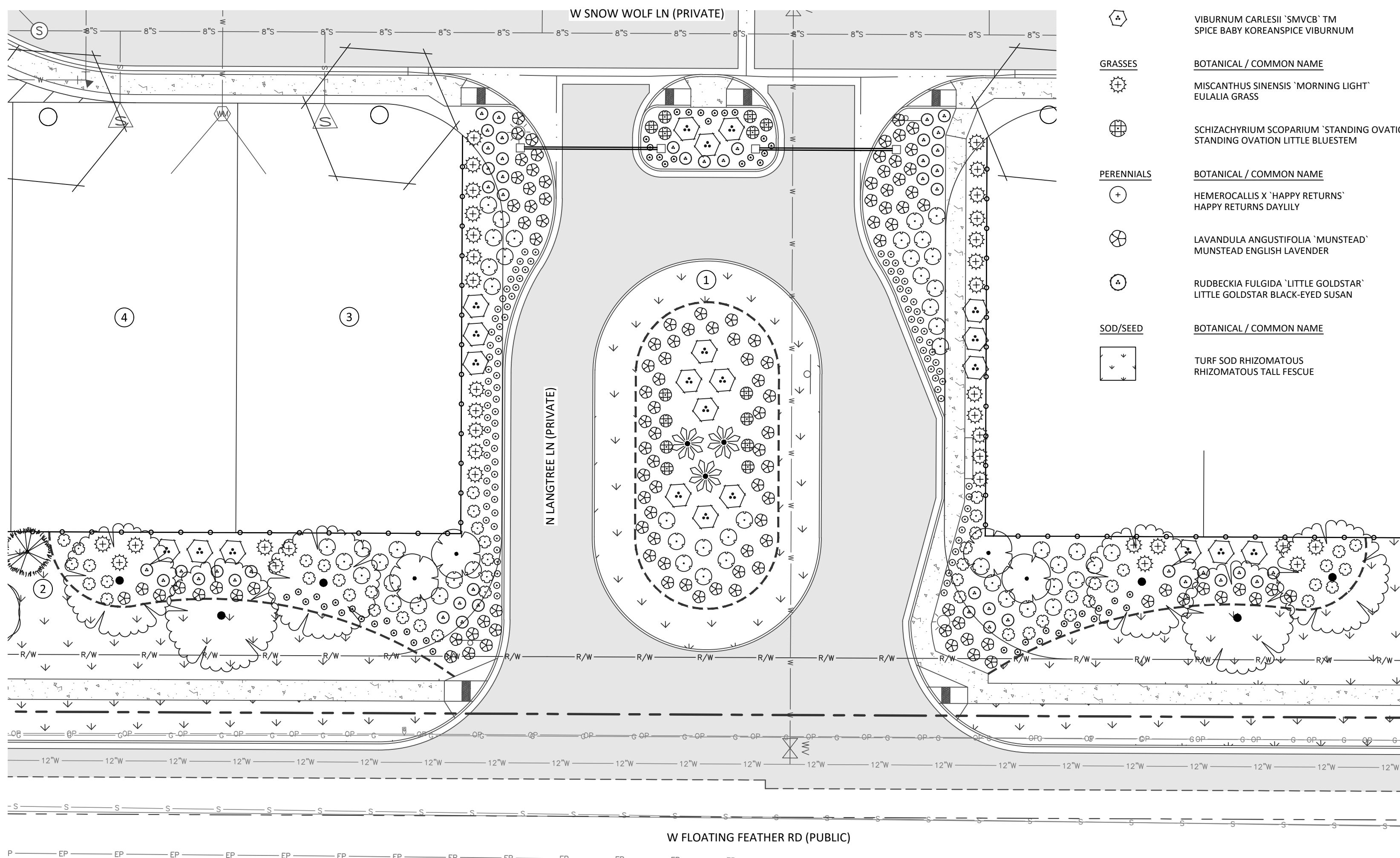
P:\20-222\20-222\LANDSCAPE\REVIT\ELEMENTS\20-222.PLT LANDSCAPE PLAN.DWG, KAITEE CAHILLAN, 5/18/2021, DWG TO PDF, PCL3, 20241, [PDF]



CLUBHOUSE SCHEMATIC PLANTING DETAIL
 0 20 40 60
 Plan Scale: 1" = 20'



PICKLEBALL COURT PLANTING DETAIL
 0 20 40 60
 Plan Scale: 1" = 20'



FLOATING FEATHER ENTRANCE PLANTING DETAIL
 0 20 40 60
 Plan Scale: 1" = 20'

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY	
	ACER PLATANOIDES 'CRIMSON KING' CRIMSON KING MAPLE	2" CAL. B&B	35'X30'	CLASS II	46	
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II	43	
	CARPINUS BETULUS EUROPEAN HORNBEAM	2" CAL. B&B	50'X40'	CLASS II	40	
	CERCIS CANADENSIS EASTERN REDBUD MULTI-TRUNK	2" CAL. B&B	25'X35'	CLASS I	10	
	LIQUIDAMBAR STYRACIFLUA 'MORAINÉ' MORAINÉ SWEET GUM	2" CAL. B&B	55'X45'	CLASS II	35	
	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM EMERALD CITY TULIP TREE	2" CAL. B&B	55'X25'	CLASS III	15	
	EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
		CEDRUS DEODARA 'AUREA' GOLDEN DEODAR CEDAR	6'-8" B&B	35'X15'	EVERGREEN	15
		PICEA GLAUCA PENDULA WEEPING WHITE SPRUCE	6'-8" B&B	25'X8'	EVERGREEN	3
		PICEA OMORICA 'BRUNS' BRUNS SPRUCE	6'-8" B&B	30'X10'	EVERGREEN	9
		PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	11
		SHRUBS	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY
		CARYOPTERIS X CLANDONENSIS 'BLUE MIST' BLUE MIST SHRUB	2 GAL.	3'X3'	75	
		PINUS MUGO 'MOPS' MOPS MUGO PINE	2 GAL.	3'X3'	56	
		ROSA X 'DOUBLE KNOCKOUT' (RED) RED DOUBLE KNOCKOUT ROSE	2 GAL.	4'X4'	85	
		VIBURNUM CARLESII 'SMVCB' TM SPICE BABY KOREANSPICE VIBURNUM	2 GAL.	4'X6'	37	
		GRASSES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY
		MISCANTHUS SINENSIS 'MORNING LIGHT' EULALIA GRASS	1 GAL.	5'X4'	76	
		SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' STANDING OVATION LITTLE BLUESTEM	1 GAL.	3'X3'	56	
		PERENNIALS	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	QTY
			HEMEROCALLIS X 'HAPPY RETURNS' HAPPY RETURNS DAYLILY	1 GAL.	1.5'X1.5'	96
			LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' MUNSTEAD ENGLISH LAVENDER	1 GAL.	2'X3'	149
		RUDBECKIA FULGIDA 'LITTLE GOLDSTAR' LITTLE GOLDSTAR BLACK-EYED SUSAN	1 GAL.	1.5'X1.5'	122	
		SOD/SEED	BOTANICAL / COMMON NAME	CONT.	QTY	
			TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD	168,706 SF	



NO.	REVISIONS	DATE

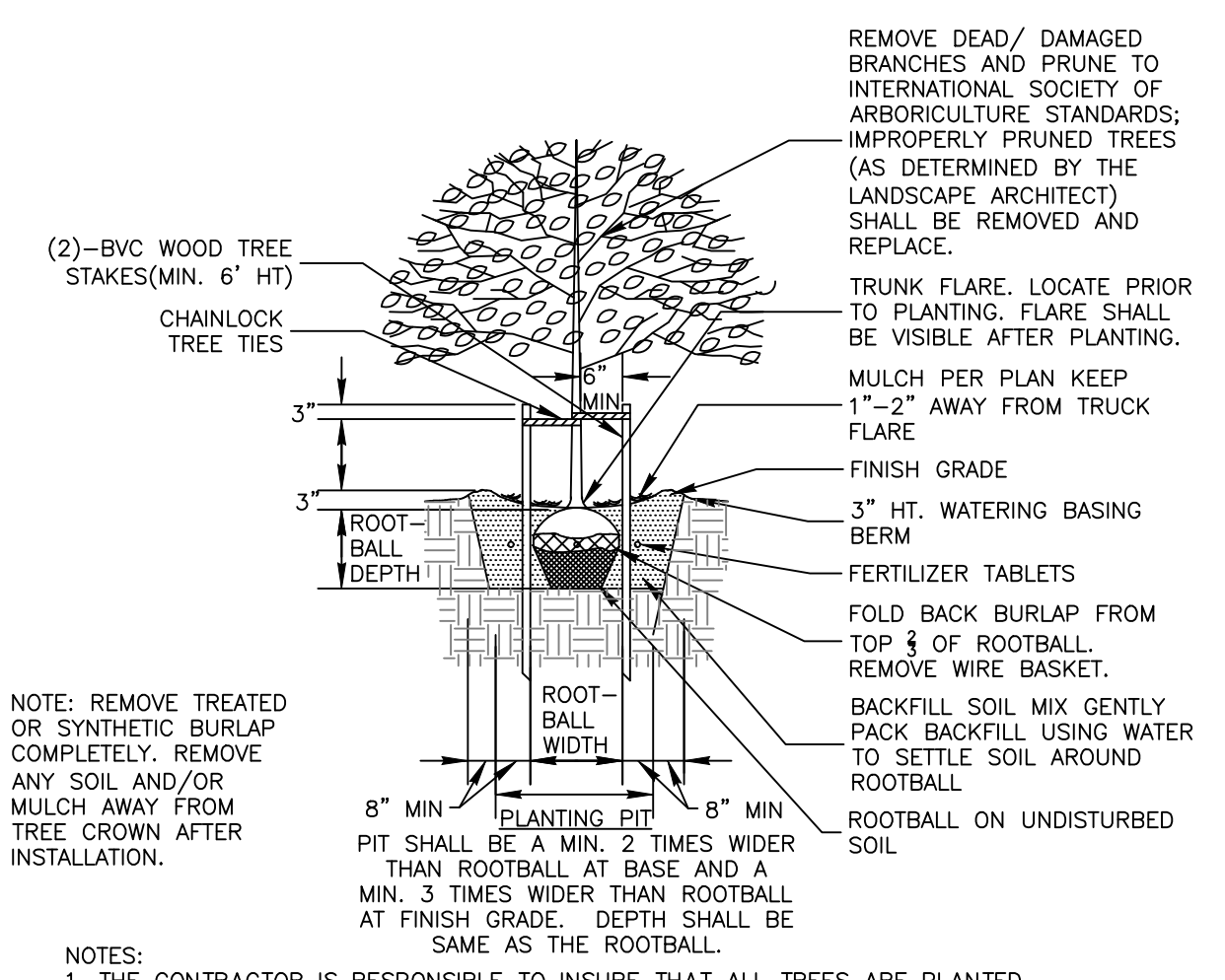
LANGTREE BUNGALOWS SUBDIVISION
 STAR, IDAHO
 PRELIMINARY PLAT LANDSCAPE PLANTING DETAIL



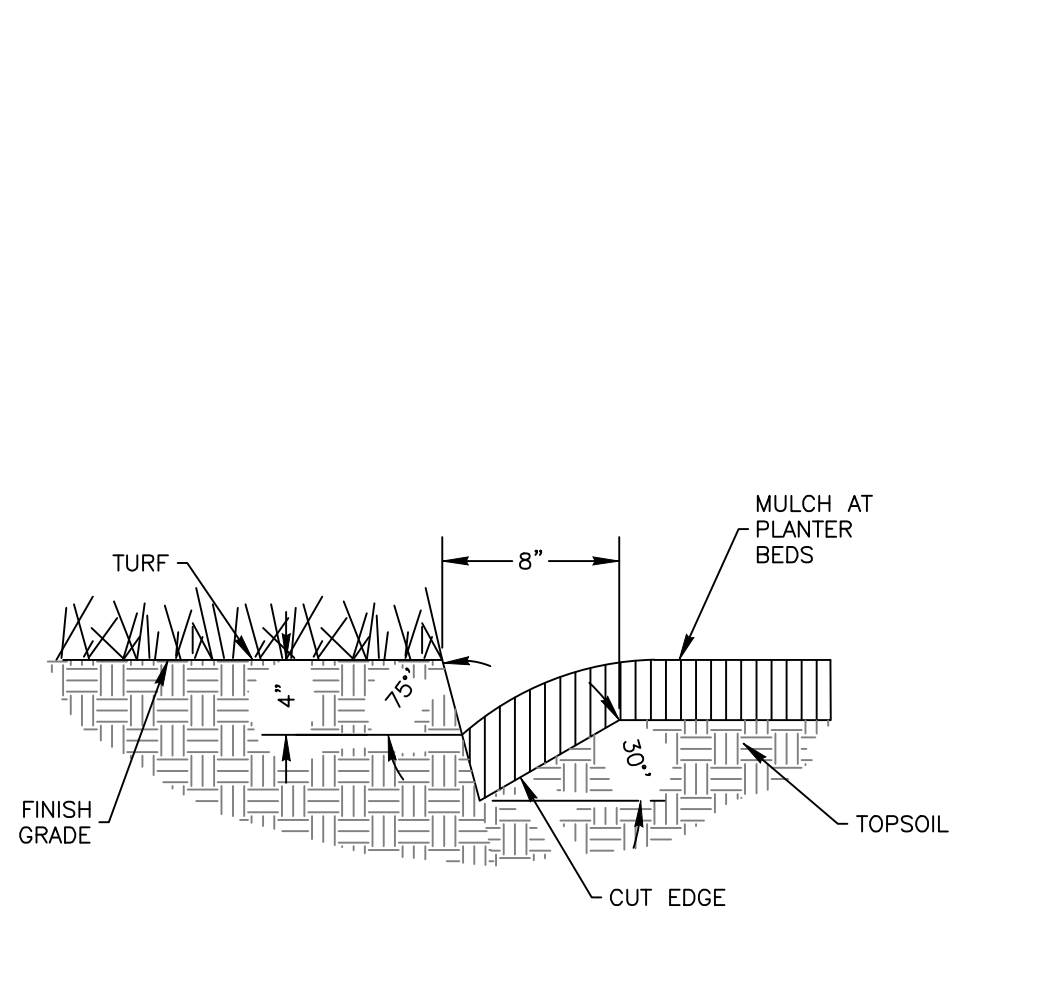
DESIGN BY:	KAC
DRAWN BY:	KAC
CHECKED BY:	AY
DATE:	5/14/21
PROJECT:	20-222

SHEET NO. PPL5.0

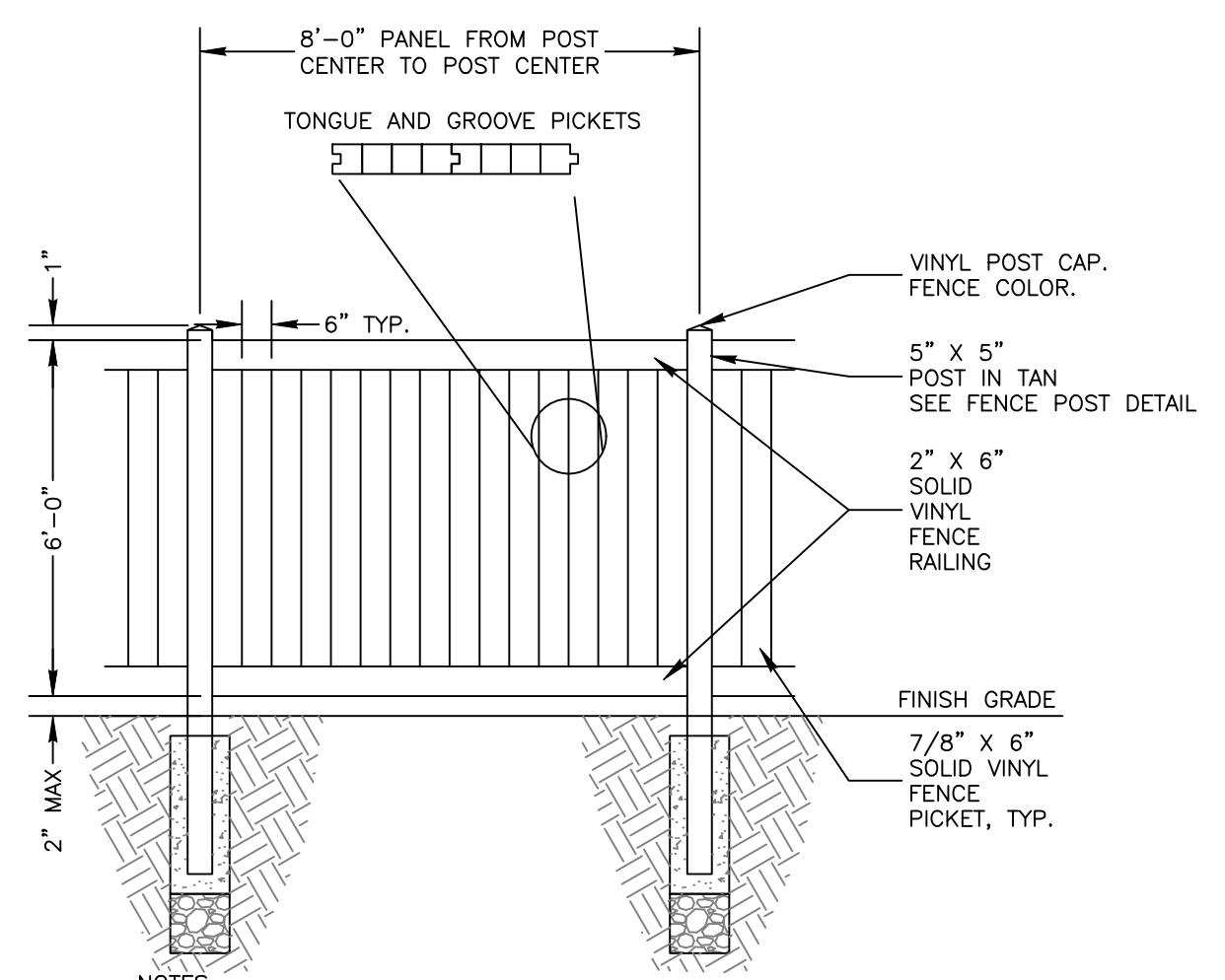
P:\20-222\CAD\LANDSCAPE\ITEMS\20-222-PP-LANDSCAPE PLAN.DWG, KATIEE CANDRIAN, 5/18/2021, DWG TO PDF, PCL3, 20241, [PPL]



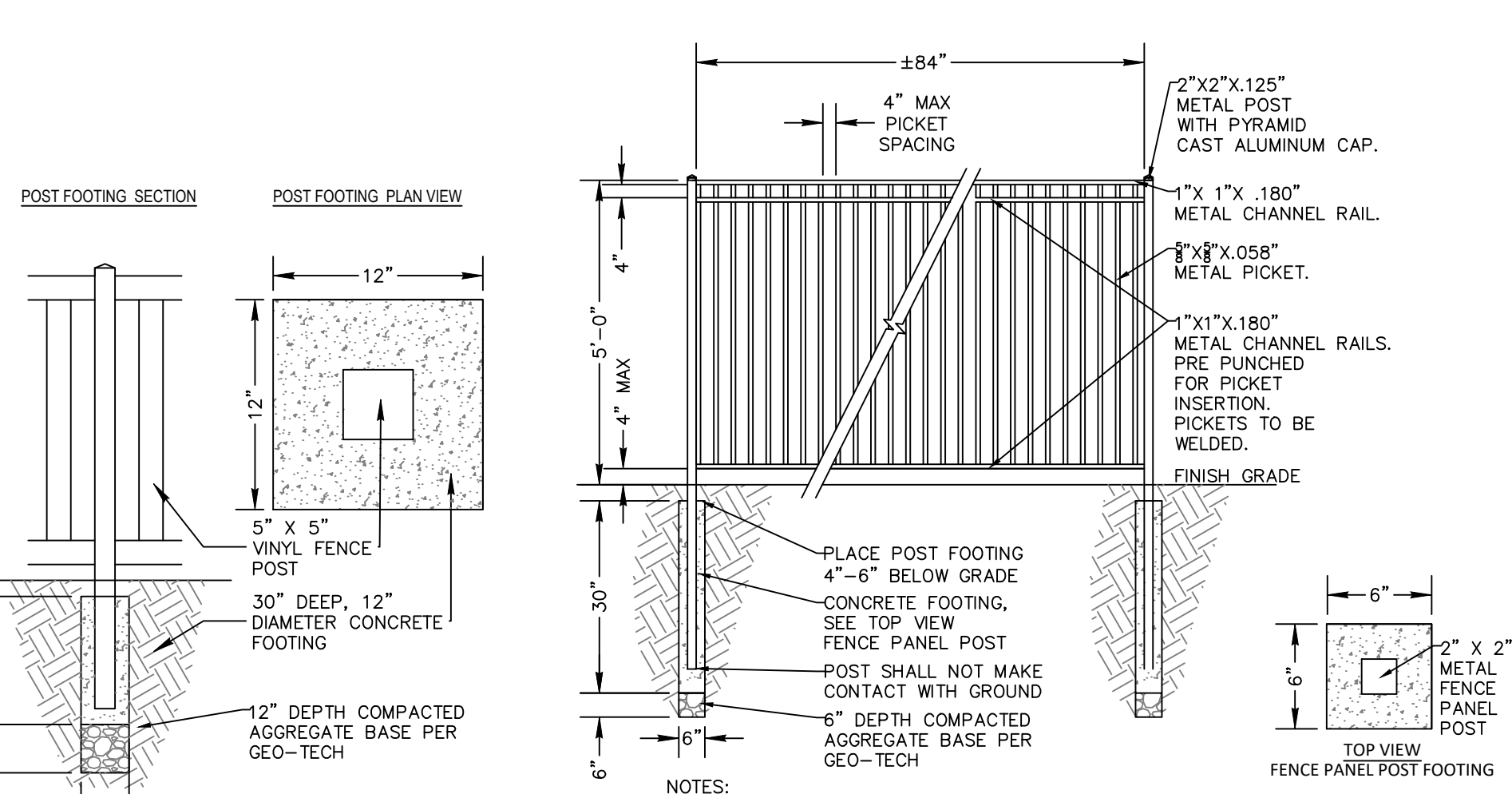
1 DECIDUOUS TREE PLANTING AND STAKING DETAIL
NTS



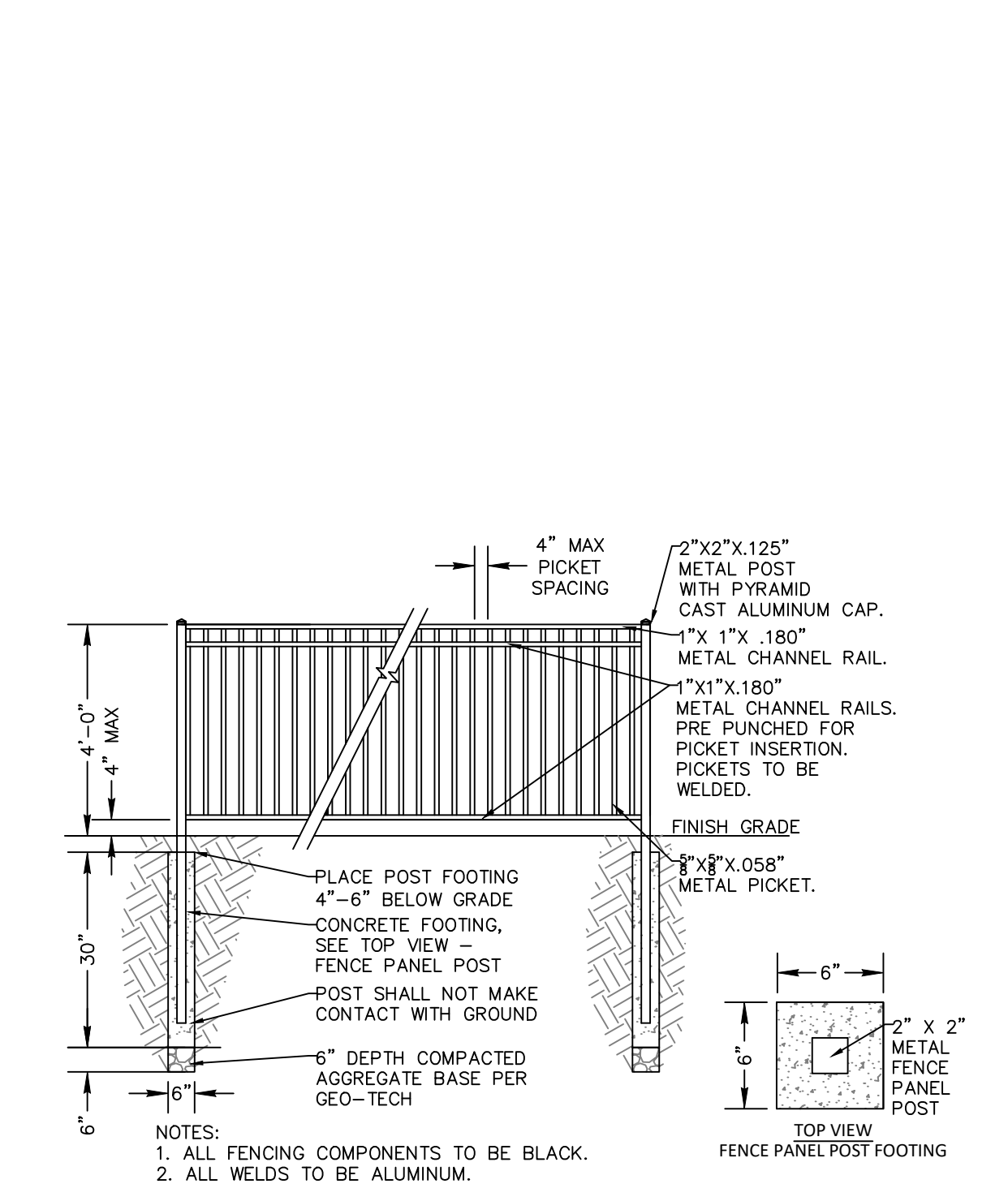
2 SHOVEL CUT EDGE
NTS



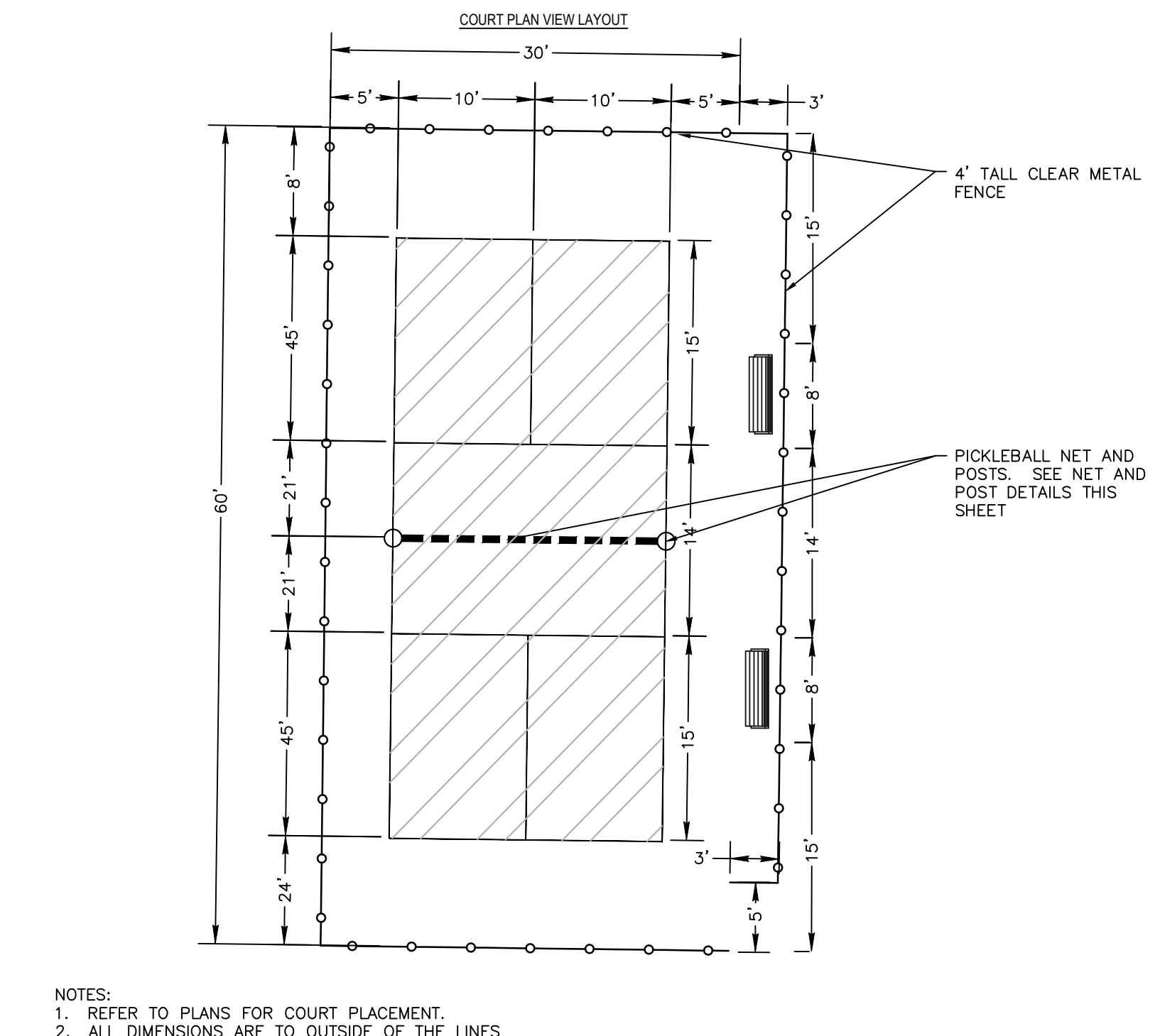
3 6' VINYL FENCE AND POST
NTS



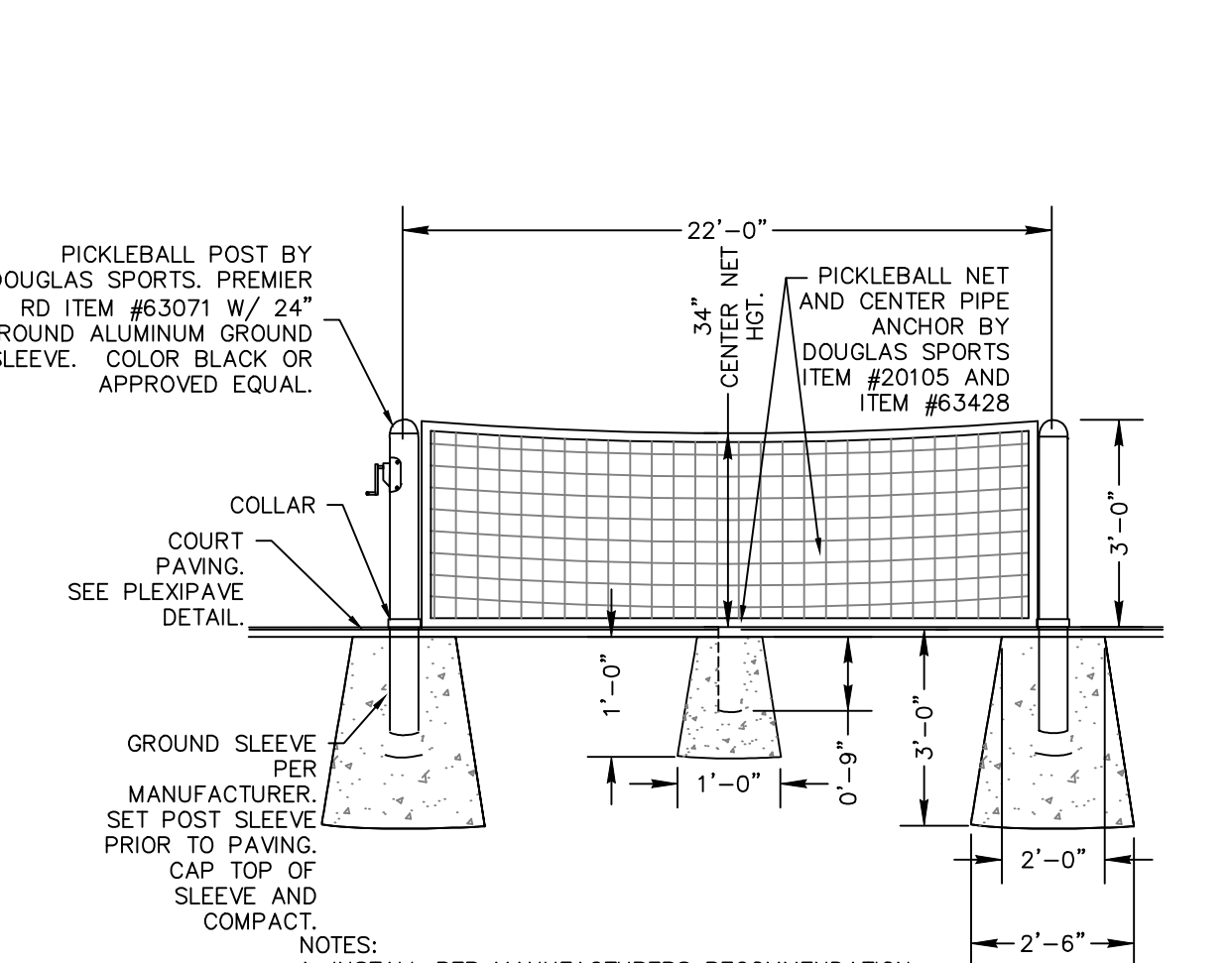
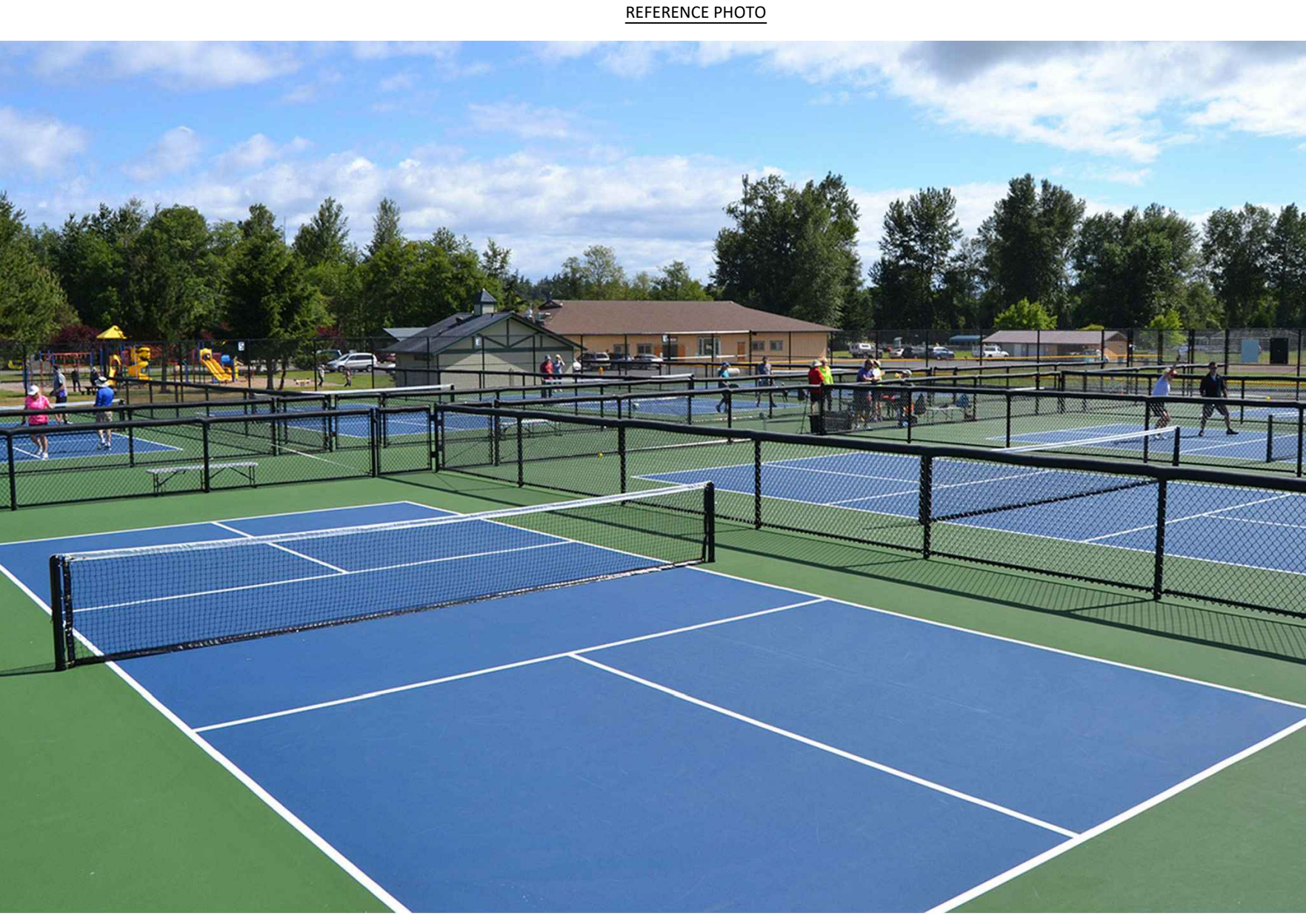
4 5' METAL FENCE
NTS



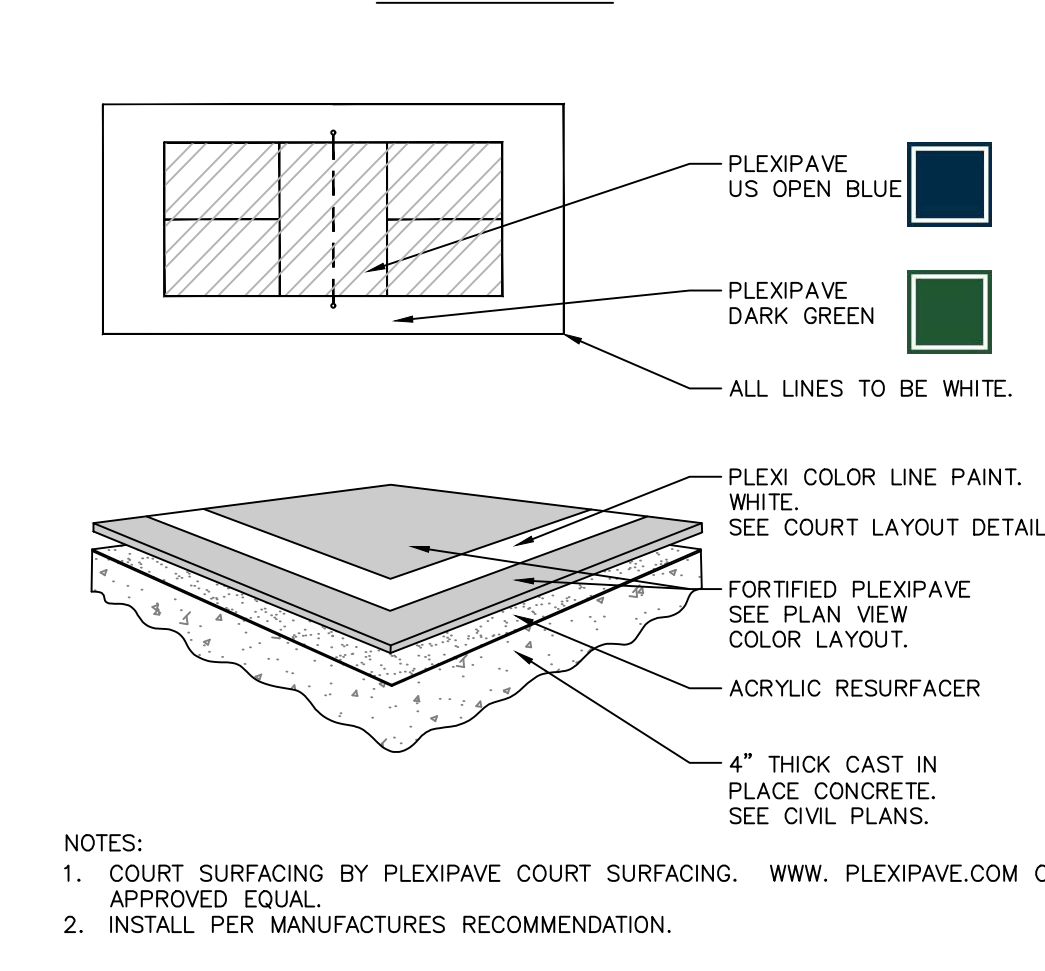
5 4' METAL FENCE
NTS



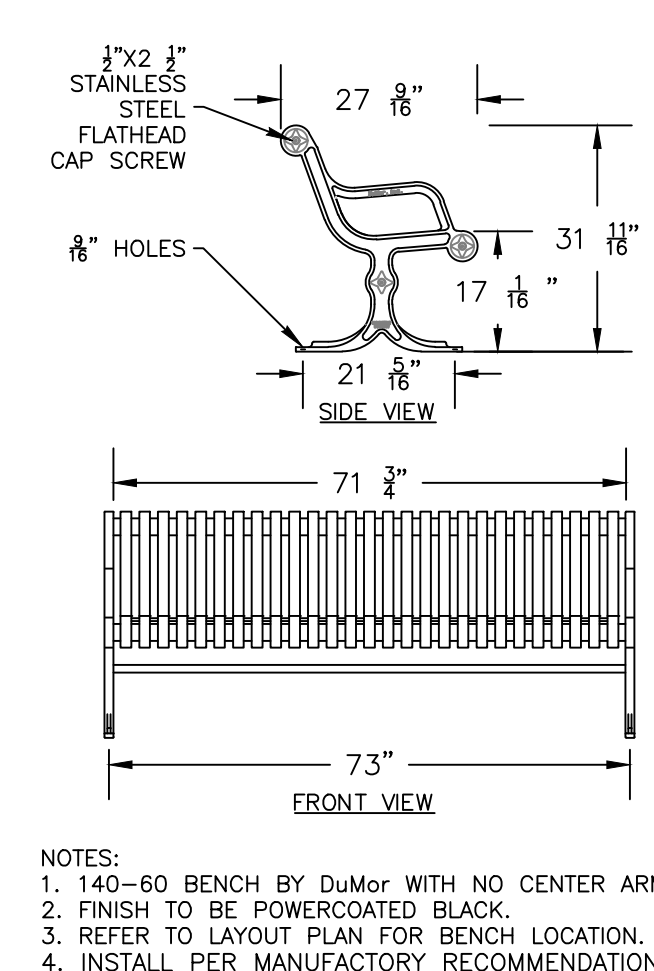
6 PICKLEBALL COURT LAYOUT
NTS



7 PICKLEBALL COURT POSTS AND NET
NTS



8 PLEXIPAVE COLOR LAYOUT
NTS



9 BENCH DETAIL
NTS



10 ENTRANCE GATE EXAMPLE PHOTO
NTS

NO.	REVISIONS	DATE

LANGTREE BUNGALOWS SUBDIVISION
STAR, IDAHO
PRELIMINARY PLAT LANDSCAPE DETAILS

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DESIGN BY: KAC
DRAWN BY: KAC
CHECKED BY: AY
DATE: 5/14/21
PROJECT: 20-222
SHEET NO. PPL6.0

P:\20-222\20-222\LANDSCAPE\ELEMENTS\20-222-PP-LANDSCAPE PLAN.DWG, KATIEE CANDRIAN, 5/18/2021, DWG TO PDF, PCL3, 2024L1 [P]P1



July 13, 2021

Mayor Trevor Chadwick
City of Star
P.O. Box 130
Star, ID 83669

Re: Langtree Bungalows Subdivision Preliminary Plat Application

Dear Mayor:

Keller Associates, Inc. has reviewed the Preliminary Plat for the Langtree Bungalows Subdivision dated May 18, 2021. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Shawn L. Nickel. We have the following comments and questions based on our review.

1. Several bearings do not match between the legal description and the plans. Additionally, there is a bearing missing between the basis of bearing and the Point of Beginning. Please update the plans to match the legal description.
2. Easements will be required for the sewer and water utilities in Block 1, Lots 7, 16, 43, and 83. These easements will need to be noted on the plans.
3. It appears there are multiple discrepancies with Note 7 and the actual common lots. Please review and update Note 7 accordingly.
4. What is the intent of Lot 42 Block 1? This lot is only 6-foot wide and located behind multiple residential lots. If a buffer is wanted between these lots and adjacent property, we recommend a wider width.
5. There is no landscaping plan included, which is required for preliminary plats. Landscape plans including fencing, buffer areas, and street trees will have to conform to the City subdivision ordinance.
6. There appears to be no plans for a pressure irrigation system. Please include preliminary plans for a pressure irrigation system.
7. The proposed plan for storm drainage is unclear. Please include information about stormwater drainage, including the proposed stormwater disposal plan for Floating Feather Road.
8. It is unclear if the project is proposing offsite stormwater disposal to drain ditches. If so, plan approvals and license agreements from the affected irrigation ditch companies will be required.
9. Lots 18 and 19 appear to overlap the foothills ditch. Is this intentional? Please review, provide clarification, or revise plans.

10. Notes 1 and 2 of the Preliminary Engineering Notes need to be changed to state that the Star Sewer and Water District, not the City of Star, will provide water and sewer services. Note 4 shall reflect the Star Sewer and Water District instead of the City as well.
11. Note 7 of the Preliminary Engineering Notes states that dry utilities will be located adjacent to street right-of-way; all streets are private, and therefore there is no street right-of-way but a common lot. Please revise note.
12. Streetlighting shall be in accordance with ISPWC and the City of Star Supplementals. Cut sheet for lights and light poles shall be approved in writing by the City prior to installation.
13. Potable water cannot be used for irrigation purposes. A separate pressure irrigation system will be required. Construction plans for a subdivision-wide pressure irrigation system will be required for each final plat. Plan approvals and license agreements from the affected irrigation and/or canal companies will be required.
14. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
15. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
16. 10-foot easements for pressure irrigation lines will need to be shown once the applicant determines the alignment location(s) for the facilities. Show all ditch and drainage easements.
17. Easements for sewer/water facilities will be required where placed outside of public right of way.
18. This subdivision will need to be annexed into the Star Sewer and Water District to provide water and sewer to the site.

We recommend that **conditions 1–18 listed above be addressed prior to the approval of the Preliminary Plat**. Any variance or waivers to the City of Star standards, ordinances, or policies must be specifically approved in writing by the City. Approval of the above-referenced Preliminary Plat does not relieve the Registered Professional Land Surveyor or the Registered Professional Engineer of those responsibilities.

If you have any questions, please do not hesitate to call Keller Associates at (208) 288-1992.

Sincerely,

KELLER ASSOCIATES, INC.



Ryan V. Morgan, P.E.
City Engineer

cc: File