



STAR CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho

Tuesday, February 2, 2021

7:00 pm

1. CALL TO ORDER (Welcome/Pledge of Allegiance)

2. INVOCATION

3. ROLL CALL

4. APPROVAL OF AGENDA (Approval of Agenda as it stands/Amend Agenda) Action Item

5. CONSENT AGENDA Action Items

**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. Regular Meeting Minutes of January 19, 2021

B. Claims Against the City for January 2021

C. Building Code Adoption

D. Liquor Licenses – River Birch Golf Course & Ridley's Market

E. Park Maintenance Supervisor Contract

F. Findings of Fact & Conclusions of Law for:

1. Canvasback Subdivision Annexation & Zoning, Development Agreement, Preliminary Plat (AZ-20-11/DA-20-11/PP-20-11)

2. Saddlewood Subdivision Preliminary Plat (PP-20-20)

6. PRESENTATIONS Action Item

A. Transportation Committee – Council Adoption and Recommendation to ACHD for IFYWP

7. OLD/NEW BUSINESS Action Items

A. Public Hearing: Rivercreek Landing Subdivision – (AZ-20-17/DA-20-23/PP-20-14) Continued from December 1, 2020.

B. Public Hearing: Paint Point Subdivision (RZ-20-11/DA-20-26/PP-20-16/PR-20-06) Continued from January 5, 2021.

C. Public Hearing: Sellwood Place Subdivision (AZ-20-20/DA-20-25/PP-20-18) Continued from January 5, 2021.

D. Public Hearing: Breitenbach Ridge Subdivision (AZ-20-21/DA-20-27/PP-20-19)

E. Ordinance No. 328 Whitener Rezone

F. Review/Decision on Hunters Creek Park Improvement Bid/Contract

8. DISCUSSION ITEMS

A. Discuss Food/Snack Vendors in City Parks

B. Update on the South of the River Plan

9. REPORTS

10. ADJOURNMENT Action Item

Limited seating is available at the City Council Meeting 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. This link will be posted by Tuesday, February 2, 2021. Information on how to participate in a public hearing remotely will be posted to staridaho.org under the February 2nd meeting information. The public is always welcomed to submit comments in writing.



STAR CITY COUNCIL MEETING MINUTES

January 19, 2021

1. CALL TO ORDER:

The regular meeting of the Star City Council was held on Tuesday, January 19, 2021 at Star City Hall, 10769 W. State Street in Star, Idaho. Mayor Trevor Chadwick called the meeting to order at 7:00 pm and all stood for the Pledge of Allegiance.

2. INVOCATION: Larry Osborn, LifeSpring Christian Church

3. ROLL CALL:

Council Present: David Hershey, Michael Keyes, Jennifer Salmonsens

Council Absent: Kevin Nielsen

4. APPROVAL OF THE AGENDA:

Keyes moved to approve the agenda. Hershey seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens. Motion carried.

5. CONSENT AGENDA:

Keyes moved to approve the consent agenda. Hershey seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens. Motion carried.

6. PRESENTATIONS:

Pathways & Beautification 2020 Quarter 4 Service Award – Matt Vraspir presented an award to Sarah Dawson for community service and helping with local events and activities.

7. OLD/NEW BUSINESS:

A) Public Hearing – Canvasback Subdivision Annexation & Zoning, Development Agreement, Preliminary Plat

Continuation from tabled public hearing on 11/17/20. The Mayor re-opened the public hearing. No ex parte contact from Council members.

Applicant: Jane Suggs – 9840 W Overland Rd Ste 120, Boise ID 83709.

Suggs reviewed the changes made after a virtual meeting with the neighbors. These changes are outlined in a letter which was included in the Council Packet. There was discussion regarding sidewalks and pathways. A landscape plan will be submitted prior to the first final plat.

Public Testimony:

Robert Fehlau – 2203 N Sunny Ln, Star ID 83669

Fehlau expressed appreciation for the neighborhood meeting and changes and supported this application with several confirmations. He presented some suggestions for improvements.

Joe Abreu – 2730 W Rolling Hills Dr, Star ID 83669

Abreu was opposed to this application. He would like to see a fence along park and fence but thinks this development is too dense and should be more rural to fit into Star.

Online, Ann Kuck – 10399 W Rolling Hills Dr, Star ID 83669

Kuck expressed appreciation for the neighborhood meeting and changes. She discussed open space, ditch maintenance, the access road, landscaping and suggested having a workshop for any remaining issues.

Online, Carolyn Johns – 10300 W Rolling Hills Dr, Star ID 83669

Johns is opposed to the entrance. She would like to have it removed completely or at least relocated. She is also against having a fence along the park.

Rebuttal:

Suggs addressed each of the public testimony concerns. There was discussion regarding the access road, ditch maintenance, landscaping, single story homes, sidewalk and pathways. The Mayor closed the public hearing and went into deliberations. Conditions for approval included removing the access road or putting in buffer landscaping, requiring single story homes for specified lots, a detached sidewalk along Brandon, and concrete pathways.

Keyes moved to approve with the conditions listed. Salmonsens seconded the motion.

VOTE: Approved with conditions. Ayes – Hershey, Keyes, Salmonsens. Motion carried.

B) Public Hearing – Saddlewood Subdivision Preliminary Plat

The Mayor opened the public hearing. Keyes was excused from this hearing due to his affiliation with this project. No ex parte contact from the other Council members.

Applicant: Jay Gibbons – 2002 S Vista Avenue, Boise ID 83705

Applicant was seeking approval of a Preliminary Plat for a proposed residential subdivision with 49 single-family lot and 7 common lots. Gibbons outlined the project features, landscape plan and amenities. There was a short discussion on pathways and drainage.

Public Testimony:

Kathy Geib – 909 N Mira Way, Star ID 83669

Geib requested that specific lots impacting her property would be required to be single story. She mentioned the canal and landscaping.

Rebuttal:

Gibbons responded and there was discussion regarding ditches and drains, fencing, single story homes, trees, pathways and safety. The Mayor closed the public hearing and went into deliberations. Hershey moved to approve with the condition of requiring single story homes for specific lots and that all pathways would be ADA compliant. Salmonsens seconded the motion.

VOTE: Approved with conditions. Ayes – Hershey and Salmonsens. Motion carried.

C) Ordinance No 322 Moon Valley Estates Property Annexation

Hershey moved to dispense with the rules to be able to approve Ordinances 322, 324 and 325 after reading once by title only. Salmonsens seconded the motion. All ayes from Council.

Hershey moved to approve Ordinance 322. Keyes seconded the motion. Roll call.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens. Motion carried.

D) Ordinance No 324 Ridley's Heron River Commercial Property Rezone

Hershey moved to approve Ordinance 324. Keyes seconded the motion. Roll call.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens. Motion carried.

E) Ordinance No 325 Moyle Estates Subdivision No. 2 Annexation

Salmonsens moved to approve Ordinance 325. Keyes seconded the motion. Salmonsens pointed out a typo under 2.5 in the development agreement – it should read 36 ft. Roll call.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens. Motion carried.

8. REPORTS:

Councilman Hershey – Had his first meeting with Regional Transit. They are conducting a study down State St for flow and accessibility, which will take about a year. He extended a thank you to citizens who sent him well wishes.

Councilwoman Salmonsén – The Pathways & Beautification Committee will be meeting tomorrow. Chairman of the Pathways & Beautification Committee, Matt Vraspir met with the Transportation Committee to discuss pathways.

Councilman Keyes – Attended the Chamber of Commerce banquet. The Transportation Committee met together with the Pathways & Beautification Committee. The Integrated 5-year Workplan should be ready for approval at the next Council Meeting. He has been working with Canyon Highway District 4 and would like to get a workshop scheduled with them. There was a meeting with CIP and IDT regarding proportionate share dollars.

Mayor Chadwick – ITD and CIP's first project will be between Star Rd and CanAda on Highway 44. A fee structure is being created for the River House utilization. Hunters Creek Park Improvement bid documents are going out to bid. Pavilion and Blake Park are in design. The Mayor mentioned the transition of power in our country and encouraged everyone to be kind to each other regardless of political persuasion.

9. ADJOURNMENT: The Mayor adjourned the meeting at 8:51 pm.

Respectfully submitted:

Approved:

Meredith Hudson, Deputy City Clerk

Trevor A Chadwick, Mayor

City of Star Unpaid Bills Detail

As of January 27, 2021

	Type	Split	Open Balance
A & B Lock & Key			
	Bill	436.50 · 960 S. Main	81.00
Total A & B Lock & Key			81.00
Ada City-County Emergency Mgmt.			
	Bill	427.15 · Ada Co. Emergency Mgmt	977.75
Total Ada City-County Emergency Mgmt.			977.75
Ada County Highway District			
	Bill	431.10 · Ada Co. Highway District	219,712.00
Total Ada County Highway District			219,712.00
Ada County Prosecutors Office			
	Bill	420.30 · Prosecuting Attorney	2,500.00
Total Ada County Prosecutors Office			2,500.00
Ada County Sheriff's Office			
	Bill	440 · Law Enforcement	97,450.00
Total Ada County Sheriff's Office			97,450.00
Aerial Rental			
	Bill	423.20 · Other Events	503.39
Total Aerial Rental			503.39
Alyson Likes.			
	Bill	435.30 · Instructors	73.50
Total Alyson Likes.			73.50
American Planning Association			
	Bill	427.40 · American Planning	466.00
Total American Planning Association			466.00
Batteries & Bulbs			
	Bill	438.56 · Building Materials	499.96
Total Batteries & Bulbs			499.96
Blue Cross of Idaho			
	Bill	416.40 · Health Insurance	12,392.72
Total Blue Cross of Idaho			12,392.72
Boise Valley Economic Partnership			
	Bill	427.25 · Boise Valley Econ. Partners	1,000.00
Total Boise Valley Economic Partnership			1,000.00
BSN Sports			
	Bill	434.10 · Equipment	960.26
Total BSN Sports			960.26
BuyWyz			
	Bill	422.10 · Supplies	203.28
Total BuyWyz			203.28
Christopher Yorgason			
	Bill	420.10 · City Attorney	3,700.00
Total Christopher Yorgason			3,700.00
Clearly			
	Bill	430.10 · Telephone	675.55
Total Clearly			675.55

City of Star Unpaid Bills Detail

As of January 27, 2021

	Type	Split	Open Balance
Community Planning Association			
	Bill	427.30 · Community Planning	1,307.25
Total Community Planning Association			1,307.25
Computer Consulting			
	Bill	426.30 · Information Technology	5,156.17
Total Computer Consulting			5,156.17
Dana Partridge			
	Bill	426.10 · Public Information - Web	2,632.00
Total Dana Partridge			2,632.00
Dell EMC			
	Bill	443.20 · Equipment	2,802.84
Total Dell EMC			2,802.84
DMH, Enterprises			
	Bill	432.20 · Plumbing Inspector	10,194.79
Total DMH, Enterprises			10,194.79
Dude Solutions			
	Bill	425.40 · Dude Solutions	1,140.00
Total Dude Solutions			1,140.00
ECI Contractors			
	Bill	432.30 · Electrical Inspector	11,953.09
Total ECI Contractors			11,953.09
Express Employment Professionals			
	Bill	441.20 · COVID	2,553.75
Total Express Employment Professionals			2,553.75
FatBeam, LLC			
	Bill	430.70 · Fiber	1,640.50
Total FatBeam, LLC			1,640.50
Gameface Athletics			
	Bill	-SPLIT-	3,092.80
Total Gameface Athletics			3,092.80
Horizon Supply			
	Bill	423.20 · Other Events	1,200.00
Total Horizon Supply			1,200.00
Idaho Central Credit Union.			
	Bill	-SPLIT-	2,019.37
Total Idaho Central Credit Union.			2,019.37
Idaho Correctional Industries			
	Bill	422.10 · Supplies	582.50
Total Idaho Correctional Industries			582.50
Idaho Power - IDACORP			
	Bill	-SPLIT-	2,615.32
Total Idaho Power - IDACORP			2,615.32

City of Star Unpaid Bills Detail

As of January 27, 2021

	Type	Split	Open Balance
Idaho Statesman			
	Bill	422.40 · Advertising & Publications	305.12
Total Idaho Statesman			305.12
Intermountain Gas Company			
	Bill	430.50 · Natural Gas	702.71
Total Intermountain Gas Company			702.71
International Code Council			
	Bill	427.45 · Intl Code Council	145.00
Total International Code Council			145.00
James D. Turner			
	Bill	435.30 · Instructors	442.00
Total James D. Turner			442.00
Keller Associates			
	Bill	426.20 · City Engineer	35,415.00
Total Keller Associates			35,415.00
L&W Supply Corporation			
	Bill	438.51 · Vandalism Repr	848.03
Total L&W Supply Corporation			848.03
Larry Bearg			
	Bill	435.30 · Instructors	49.00
Total Larry Bearg			49.00
Mastercard			
	Bill	-SPLIT-	231.81
Total Mastercard			231.81
Matthew Bender			
	Bill	422.50 · Resource Materials	53.44
Total Matthew Bender			53.44
Meridian Trophy			
	Bill	429.20 · Beautification & Pathways	100.71
Total Meridian Trophy			100.71
Mountain Alarm			
	Bill	425.30 · Mountain Alarm	65.00
Total Mountain Alarm			65.00
Napa Auto Parts			
	Bill	438.34 · Auto Parts-Mtnc	47.70
Total Napa Auto Parts			47.70
Niki Dean			
	Bill	435.30 · Instructors	333.50
Total Niki Dean			333.50
PortaPros			
	Bill	438.28 · Porta Potties	377.60
Total PortaPros			377.60
Republic Services			
	Bill	430.20 · Waste Mgmt.	497.45
Total Republic Services			497.45

City of Star Unpaid Bills Detail

As of January 27, 2021

	Type	Split	Open Balance
RIMI Inc.			
	Bill	432.40 · Mechanical Inspector	9,835.28
Total RIMI Inc.			9,835.28
Shaya Davis			
	Bill	434.40 · Refunds	50.00
Total Shaya Davis			50.00
Sherwin Williams			
	Bill	436.10 · Blake Haven Park	253.56
Total Sherwin Williams			253.56
Simplot Partners			
	Bill	438.21 · Fertilizer-Seed-Spray	1,299.27
Total Simplot Partners			1,299.27
Southern Computer Warehouse			
	Bill	425.35 · Office 365	6,485.10
Total Southern Computer Warehouse			6,485.10
Sparklight			
	Bill	430.10 · Telephone	590.01
Total Sparklight			590.01
Star Fire Department			
	Bill	431.20 · Star Fire	80,695.40
Total Star Fire Department			80,695.40
Star Merc			
	Bill	-SPLIT-	47.23
Total Star Merc			47.23
Star Storage			
	Bill	434.55 · Rentals	80.00
Total Star Storage			80.00
Star Vet Clinic			
	Bill	439 · Animal Control	1,400.00
Total Star Vet Clinic			1,400.00
State Insurance Fund			
	Bill	416.20 · Workman's Comp	8,006.00
Total State Insurance Fund			8,006.00
State of Idaho Federal Surplus			
	Bill	438.41 · Hand Tools	74.00
Total State of Idaho Federal Surplus			74.00
Sterling Codifiers, Inc.			
	Bill	425.20 · American Legal (Sterling)	8,156.00
Total Sterling Codifiers, Inc.			8,156.00
Terminex			
	Bill	425.50 · Pest Control	126.00
Total Terminex			126.00
Treasure Valley Coffee			
	Bill	422.10 · Supplies	567.47
Total Treasure Valley Coffee			567.47

City of Star Unpaid Bills Detail

As of January 27, 2021

	Type	Split	Open Balance
United Heritage			
	Bill	416.40 · Health Insurance	111.87
Total United Heritage			111.87
Valley Regional Transit			
	Bill	427.55 · Valley Reg. Transit	5,937.00
Total Valley Regional Transit			5,937.00
Vanguard Cleaning			
	Bill	425.55 · Vanguard Cleaning	610.00
Total Vanguard Cleaning			610.00
Verizon			
	Bill	430.10 · Telephone	523.88
Total Verizon			523.88
Whitman & Assoc. Inc.			
	Bill	432.10 · Building Inspector	67,718.27
Total Whitman & Assoc. Inc.			67,718.27
Wickstrom Plumbing			
	Bill	438.15 · Plumbing Repr-Mtnc	386.88
Total Wickstrom Plumbing			386.88
Wienhoff Drug Testing, Inc.			
	Bill	441.10 · Other	45.00
Total Wienhoff Drug Testing, Inc.			45.00
Xerox			
	Bill	425.60 · Xerox	77.22
Total Xerox			77.22
Zoom			
	Bill	-SPLIT-	1,538.60
Total Zoom			1,538.60
TOTAL			624,313.90



RECEIVED
JAN 25 2021
CITY OF STAR

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

APPLICATION FOR BEER, WINE, LIQUOR LICENSE

Business Name: Ridley's Family Markets, Inc.

Physical address of license location: 145 S. Plummer Way

City: Star State: Idaho Zip: 83669

Assessor's Parcel Number(s): R6925810080 Zoning District: R-2-DA

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

Ridley's Family Markets, Inc. - D. Mark Ridley

Mailing Address: 621 Washington Street South, Twin Falls, Idaho 83301

Applicant Telephone: 208-320-2070 Fax: 208-324-1190

Age of applicant(s): 42 Citizenship: US

Applicant(s), partners or association members' length of residence in the State of Idaho:

More than 10-years

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

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

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

Yes ☐ No ☒ Date Revoked: _____

LICENSE TYPE:		FEES (PER YEAR):	FEE:
Beer consumed on premises	<input type="checkbox"/>	\$200.00	
Beer consumed off premises	<input checked="" type="checkbox"/>	50.00	<u>\$50.00</u>
Wine consumed on premises	<input type="checkbox"/>	200.00	
Wine consumed off premises	<input checked="" type="checkbox"/>	50.00	<u>\$50.00</u>
Liquor	<input type="checkbox"/>	225.00	
		Total Fee Due	<u>\$100.00</u>



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

All applicants are required to submit the following:

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Liquor License Application	✓
✓	Fees Paid	✓
✓	Copy of any lease agreement if premises to be used are not owned by the applicant(s), partners, or members.	✓
✓	Articles of Incorporation and Bylaws.	✓
✓	Copy of State of Idaho Alcohol Beverage License.	✓
✓	Copy of Ada County Alcohol Beverage License.	✓
✓	Copy of approval letter from the Star Fire Department.	✓
✓	Copy of floor plan approved by the State of Idaho showing areas in which alcohol will be served.	NA
✓	Proof of Insurance.	✓

Note: Per Idaho Code 23-913, no license shall be issued for any premises in any neighborhood which is predominantly residential or within three-hundred feet (300') of any public school, Church, or any other place of worship. (Star City Code 8-5-3-88)

State of Idaho
County of Ada

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

[Signature]
Signature of Applicant

Jan 21 2021
Date

SUBSCRIBED AND SWORN BEFORE ME this 21 day of Jan, 2021.



[Signature]
NOTARY PUBLIC in and for the State of Idaho
Residing: Star Id
Expiration date: Dec 17 2024

OFFICE USE ONLY

Police Dept. Approval: D. Vogt 4316 1/25/21 Fire Dept. Approval: [Signature]

City Clerk Approval: _____ Council Approval: _____

Star License No: _____ Date License Issued: _____

The Grantees herein have read and approved the following: _____

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/04/10 02:24PM
DEPUTY Vicki A. Allen
RECORDED REQUEST OF
NORTHWEST TITLE LLC

AMOUNT 6.00 2



110051817

Title File No.: LT09-16000 -RB **WARRANTY DEED**

FOR VALUE RECEIVED

HERON RIVER DEVELOPMENT, LLC, an Idaho Limited Liability Company

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto:

CJM LIMITED LIABILITY LIMITED PARTNERSHIP, an Idaho Limited Partnership

GRANTEES(s), whose current address is: 621 Washington Street South, Twin Falls, Idaho 83301
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

See EXHIBIT A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: June 3, 2010

Heron River Development LLC

R. Craig Groves

R. Craig Groves, Managing Mbr

State of Idaho,

Ada County, ss.

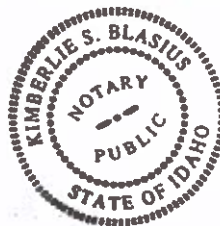
On this 03rd day of June, in the year of 2010, before me the undersigned Notary Public in and for said State, personally appeared R. CRAIG GROVES, known or identified to me to be the MANAGING MEMBER, of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Kimberlie S. Blasius

Kimberlie S. Blasius

Residing at: Boise, Idaho

My Commission Expires: 06/22/2013



(A)

EXHIBIT "A"

A parcel of land located in the Northeast Quarter of Section 17 and the Northwest Quarter of Section 16, Township 4 North, Range 1 West, Boise Meridian, Star, Ada County, Idaho, consisting of Lots 43 through 48, and Lot 54, and a portion of Lot 42, Block 7, and portions of Lots 11 through 13, Block 9, of PARKSTONE SUBDIVISION NO. 2, as same is recorded in Book 98 of Plats at Page 12450, records of Ada County, Idaho; and also Lots 56, 57, 60, 61, 62, 63, 64, and portions of Lots 58 and 59, Block 7, of PARKSTONE SUBDIVISION NO. 3, as same is recorded in Book 102 of Plats at Page 13596, records of Ada County, Idaho; said parcel being more particularly described as follows:

Commencing at the corner common to Sections 8, 9, 16 and 17, from which the quarter corner common to said Sections 8 and 17 bears
North 89°01'56" West, 2637.74 feet; thence
along the North line of said Northeast Quarter of Section 17
North 89°01'56" West, 101.93 feet; thence
South 00°55'40" West, 95.07 feet to the Northeasterly corner of Lot 62, Block 7 of said PARKSTONE SUBDIVISION NO. 3, the REAL POINT OF BEGINNING; thence
along the Easterly boundary of said PARKSTONE SUBDIVISION NO. 3; thence
South 00°55'40" West, 174.80 feet; thence
South 12°12'34" East, 121.16 feet; thence
South 03°42'12" West, 139.86 feet to a point on the Northerly boundary of Lot 54, Block 7 of said PARKSTONE SUBDIVISION NO. 2; thence
along the boundary of said Lot 54; thence
South 78°27'41" East, 23.36 feet; thence
South 88°56'19" East, 77.82 feet to a point on a curve on the Westerly right-of-way of S. Plummer Way; thence
292.70 feet along the arc of a non-tangent curve to the right, said curve having a radius of 663.00 feet, a delta angle of 25°17'41", and a long chord bearing South 03°30'29" West, 290.33 feet to a point of tangency; thence
South 16°09'19" West, 11.33 feet to the Southeast corner of said Lot 54; thence
along the Southerly boundary of said Lot 54, and the extension thereof, North 78°22'34" West, 474.07 feet; thence
North 09°20'08" East, 271.62 feet; thence
North 78°27'41" West, 238.24 feet; thence
North 89°00'32" West, 73.16 feet; thence
South 86°20'48" West, 311.57 feet to the Northwesterly corner of said Lot 58, Block 7, said point being on the Southerly boundary of Lot 64, Block 7 of said PARKSTONE SUBDIVISION NO. 3; thence
along the Southerly and Westerly boundaries of said Lot 64 and of Lot 63 of said Block 7; thence
North 66°54'51" West, 34.53 feet; thence
North 89°49'51" West, 123.66 feet; thence
North 06°58'00" East, 225.67 feet; thence
North 00°47'10" East, 66.38 feet; thence
North 45°51'25" East, 35.31 feet to the Southwest corner of Lot 62, Block 7 of said PARKSTONE SUBDIVISION NO. 3; thence
along the West and North boundaries of said Lot 62; thence
North 00°55'40" East, 35.00 feet; thence
South 89°04'20" East, 1045.64 feet to the POINT OF BEGINNING.

STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF INCORPORATION

Ridley's Family Markets, Inc.

Accordingly, the undersigned, by virtue of the authority vested in me by the law, hereby issues this Certificate.

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this 6th day of September, 2011.



Filed Date: 09/06/2011


Secretary of State

By: Christina Straw



Wyoming Secretary of State
State Capitol Building, Room 110
200 West 24th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Fax 307.777.5339
Email: business@state.wy.us

Max Maxfield, WY Secretary of State

FILED: 09/06/2011 04:12 PM

ID: 2011-000607899

Profit Corporation Articles of Incorporation

1. Corporation name:

Ridley's Family Markets, Inc.

2. Name and physical address of its registered agent:

(The registered agent may be an individual resident in Wyoming, a domestic or foreign entity authorized to transact business in Wyoming, having a business office identical with such registered office. The registered agent must have a physical address in Wyoming. A Post Office Box or Drop Box is not acceptable. If the registered office includes a suite number, it must be included in the registered office address.)

Ralph E. Wood
9 West Mongolia Street
PO Box 130
Pinedale, WY 82941

3. Mailing address of the corporation:

621 Washington Street South
Twin Falls, ID 83301

4. Principal office address:

621 Washington Street South
Twin Falls, ID 83301

5. Number and class of shares the corporation will have the authority to issue:

5,000 shares of common stock

6. Incorporators (list names and addresses of each incorporator):

Mark Ridley, 621 Washington Street South, Twin Falls, ID 83301

RECEIVED
AUG 31 2011
SECRETARY OF STATE
WYOMING



Wyoming Secretary of State
State Capitol Building, Room 110
200 West 24th Street
Cheyenne, WY 82002-0020
Ph. 307 777.7311
Fax 307 777.5339
Email: business@state.wy.us

Consent to Appointment by Registered Agent

I, Ralph E. Wood, registered office located at
(name of registered agent)

9 West Mongolia Street, Pinedale, WY 82941

voluntarily consent to serve

* (registered office physical address, city, state & zip)

as the registered agent for Ridley's Family Markets, Inc.

(name of business entity)

I hereby certify that I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

Signature: 

(shall be executed by the registered agent.)

Date: 08/29/2011

(mm/dd/yyyy)

Print Name: Ralph E. Wood

Daytime Phone: (307) 367-4301

Title: N/A

Email:

Registered Agent Mailing Address
(if different than above):

PO Box 130, Pinedale, WY 82941

***If this is a new address, complete the following:**

Previous Registered Office(s):

I hereby certify that:

- After the changes are made, the street address of my registered office and business office will be identical.
- This change affects every entity served by me and I have notified each entity of the registered office change.
- I certify that the above information is correct and I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

Signature:

(shall be executed by the registered agent.)

Date:

(mm/dd/yyyy)

Checklist

- ☐ Submit one originally signed consent to appointment and one exact photocopy.

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF AUTHORITY
OF
RIDLEY'S FAMILY MARKETS, INC.**

File Number C 199622

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: September 9, 2013



Ben Yursa
SECRETARY OF STATE

By *John Lains*



APPLICATION FOR CERTIFICATE OF AUTHORITY (For Profit)

(Instructions on Back of Application)

2013 SEP -9 AM 9:35

SECRETARY OF STATE
STATE OF IDAHO

The undersigned Corporation applies for a Certificate of Authority and states as follows:

1. The name of the corporation is:
RIDLEY'S FAMILY MARKETS, INC.
2. The name which it shall use in Idaho is: RIDLEY'S FAMILY MARKETS, INC.
3. It is incorporated under the laws of: WYOMING
4. Its date of incorporation is: SEPTEMBER 6, 2011
5. The address of its principal office is:
621 WASHINGTON STREET SOUTH, TWIN FALLS, ID 83301
6. The address to which correspondence should be addressed, if different from item 5, is:

7. The street address of its registered office in Idaho is: 621 WASHINGTON ST. S., TWIN FALLS, ID
and its registered agent in Idaho at that address is: MARK RIDLEY
8. The names and respective business addresses of its directors and officers are:

Name	Title	Business Address
<u>DONALD MARK RIDLEY</u>	<u>PRESIDENT</u>	<u>621 WASHINGTON ST. S., TWIN FALLS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: 09/04/2013

Signature: _____

Typed Name: DONALD MARK RIDLEY

Capacity: PRESIDENT

(The signer must be a director or an officer of the corporation.)

Customer Acct # : _____

(If using pre-paid account)

Secretary of State use only

g:\compliance\corp
form\app\certificateofauthority_profit.pmd
Revised 08/2005

IDAHO SECRETARY OF STATE
09/09/2013 05:00
CK: 76993 CT: 287287 BH: 1389199
1 @ 100.00 = 100.00 AUTH PRO # 2

Web Form

C199622

STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

Ridley's Family Markets, Inc.

is a
Profit Corporation

formed or qualified under the laws of Wyoming did on **September 6, 2011**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2011-000607899**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 5th day of September, 2013 at 11:53 AM. This certificate is assigned 014313423.




Secretary of State

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website <http://wyobiz.wy.gov> and following the instructions displayed under Validate Certificate.

**BY-LAWS OF
RIDLEY'S FAMILY MARKETS, INC.**

**ARTICLE I
MEETING OF SHAREHOLDERS**

1. The annual meeting of the shareholders of the corporation shall be held at its principal place of business in Twin Falls, Idaho, or at such other place to be designated by the Board of Directors, at 10:00 a.m. on the third Tuesday of September of each year, beginning with the year 2012 unless such day be a legal holiday in which event said meeting shall be held on the next succeeding day not a legal holiday. At such meeting there shall be elected the Board of Directors for the ensuing year and the shareholders shall transact such other business as may come before them.

2. At least fifteen days prior to said annual meeting the Secretary shall send a notice thereof to each shareholder of record on said date at his or her address as the same appears on the stock book of the corporation, and if no such address appears, at his or her last known address or place of residence. In case of refusal of the Secretary to send such notice the same may be sent by any shareholder of the corporation, at least ten days prior to the said annual meeting.

3. Special meetings of the shareholders shall be held at the same place as the annual meetings unless a different place of meeting shall be designated by the Board of Directors. Such meetings may be called at any time by the President, or any director, or the holders of at least twenty percent (20%) of the shares of capital stock issued and outstanding. The Secretary shall send notices thereof to each shareholder of the corporation at least ten days prior to such meeting and such notice shall state the time and place of the meeting and the object thereof. No business other than as stated in the notice to the shareholders shall be transacted at a special meeting, except with the consent of the owners of two-thirds (2/3rds) of the outstanding stock of the corporation present in person or by proxy at said meeting.

4. A majority of the stock issued and outstanding represented in person or by proxy shall constitute a quorum for the transaction of business at any meeting of the shareholders.

5. Each shareholder shall be entitled to one (1) vote for each share of stock standing of record in his or her name on the books of the corporation for a period of ten days immediately preceding the date of such meeting whether represented in person or by proxy.

6. All proxies must be in writing and filed with the Secretary of the corporation prior to the holder thereof being entitled to vote in any shareholder meeting or to participate in the business to be transacted at such meeting.

7. The following order of business shall be observed at all annual and special meetings of the shareholders so far as practicable:

- (a) Calling the roll;
- (b) Reading and correction of minutes of previous meeting;
- (c) Reports of Officers;

- (d) Reports of committees;
- (e) Election of directors;
- (f) Mutual establishment, in writing, of the then current total valuation of the Corporation and a corresponding current valuation on each share of Stock of the Corporation;
- (g) Unfinished business; and
- (h) New business.

ARTICLE II CAPITAL STOCK

1. Certificates of stock shall be in a form adopted by the Board of Directors and shall be signed by the President and the Secretary and be attested by the corporate seal.

2. All certificates shall be consecutively numbered. The name of the person owning the shares represented thereby with the number of such shares and the date of issue shall be entered in the corporate books.

3. All certificates of stock transferred by endorsement thereon shall be surrendered for cancellation and new certificates issued to the purchaser or assignee. No such transfer or assignment shall be recognized until transfer thereof has been made on the books of the corporation.

4. Shares of stock shall only be transferred on the books of the corporation at the request of the holder thereof personally or by his or her attorney.

5. Any shareholder claiming a certificate of stock has been lost or destroyed shall make an affidavit of such fact, reciting the circumstances attending such loss or destruction and shall advertise the same in a newspaper for such length of time as the Board of Directors may require and shall furnish the Board of Directors with proof of publication thereof by the affidavit of the publisher of the newspaper, and the Board of Directors may further require of such person a bond or indemnity in such amount as said board may determine; whereupon, the Board of Directors may further, by resolution duly entered of record, order to be issued a new certificate of the same tenor and effect as the one alleged to be lost or destroyed, and shall cause proper notation to be made upon the records of the corporation of the circumstances of the issuance of such new certificate.

ARTICLE III DIRECTORS

1. A board of not less than one or more than five directors shall be chosen annually by the shareholders at their annual meeting to manage the affairs of the corporation. Their terms of office shall be for one year or until their successors are elected and qualified.

2. Vacancies in the Board of Directors by reason of death, resignation, or other causes, shall be filled by the remaining directors choosing a director to fill the unexpired term.

3. Regular meetings of the Board of Directors shall be held on the third Tuesday of September, after the shareholders meeting of each year at the corporation's principal place of business in Twin Falls, Idaho, or at such other time and place as the Board of Directors shall, by resolution, direct. Special meetings may be called by the President or one director giving three days notice thereof. The Secretary shall give notice of special meetings by mailing to the post office address of each of the directors. A majority of the directors shall constitute a quorum.

4. The Board of Directors shall have the general management and control of the business and the affairs of the corporation and shall exercise all the powers that may be exercised or performed by the corporation under the laws of the state of Wyoming, the Articles of Incorporation, and the By-Laws. Each director shall receive \$0.00 for his or her attendance at such meeting, and such expenses as authorized by the Board. Any payments made to an Officer of the corporation such as a salary, commission, bonus, interest, or rent or entertainment expense incurred by him or her which shall be disallowed in whole or in part as deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each amount disallowed. In lieu of payment by the Officer, subject to the determination of the Directors, proportionate amounts may be withheld from his or her future compensation payments until the amount owed to the corporation has been recovered.

5. Provided fair disclosure is made to the Board of Directors, and in the absence of fraud, no contract or other transaction between this corporation and any other person, partnership, corporation, limited liability company, or other entity shall be affected or invalidated by the fact that any director of this corporation is pecuniarily or otherwise interested in or is a shareholder, director, officer, owner or member of such other person, partnership, corporation, limited liability company, or other entity, or is a party to or is pecuniarily or otherwise interested in, such contract or transaction, or in any way connected with any person, partnership, corporation, limited liability company, or other entity pecuniarily or otherwise interested therein; any director so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation for the purpose of authorizing any such contract or transaction with like force and effect as if he were not so interested, or were not a shareholder, director, officer, owner or member of such other person, partnership, corporation, limited liability company, or other entity. Any director whose interest in any such contract or transaction arises solely by reason of the fact that he is a shareholder, director, officer, owner or member of such other person, partnership, corporation, limited liability company, or other entity, or a creditor of such other person, partnership, corporation, limited liability company, or other entity (or solely by reason of the fact that he is a shareholder, director, officer, owner or member of such other person, partnership, corporation, limited liability company, or other entity where such dealing, contract or arrangement is made by officers or employees of the corporation in the ordinary performance of their duties, without the actual participation of such director) shall not be deemed interested in such contract or other transaction under any of the provisions of this section, nor shall any such contract or transaction be void or voidable, nor shall any such director be liable to account because of such interest, nor shall such interest need be disclosed.

Apart from and in addition to the other provisions of the By-laws, no contract or other transaction between the corporation and any other partnership, corporation, limited liability company, or other entity that provides for the purchase or sale of securities by such other

partnership, corporation, limited liability company, or other entity upon terms not less favorable to the corporation than offered by such partnership, corporation, limited liability company, or other entity to others, shall in any case be void or voidable because of the fact that directors of the corporation are directors, officers, owners or members of such other partnership, corporation, limited liability company, or other entity, nor shall any such director be deemed interested in such contract or other transaction under any of the provisions of the By-laws, nor shall any such director be liable to account in respect thereof.

No contract or other transaction between the corporation and any other corporation, at least a majority of stock of which having voting power is owned or controlled by the corporation, or which owns or controls at least a majority of the stock having voting power of the corporation, shall in any case be void or voidable because of the fact that directors of the corporation are directors or officers of such other corporation, nor shall any such director be deemed interested in such contract or other transaction under any of the provisions of the By-laws, nor shall any such director be liable to account because of such interest, nor need disclose any such interest.

Any contract or act that shall be approved or ratified by the vote of the holders of a majority of the capital stock of the corporation having voting power that is represented in person or by proxy at any annual meeting of the shareholders or any special meeting called for the purpose, among others, of considering the approval or ratification of the acts of officers or directors (provided that a lawful quorum of shareholders be there in person or represented by proxy) shall be as valid and as binding upon the corporation and upon all its shareholders as though it had been approved or ratified by every shareholder of the corporation.

6. A director may be removed with or without cause at any time by a vote of the shareholders owning not less than fifty-one percent (51%) of all the issued and outstanding stock of the corporation.

ARTICLE IV OFFICERS

1. The Officers of the corporation shall consist of a President, a Vice-President, a Secretary and a Treasurer, and such other Officer as shall from time to time be appointed by the Board of Directors.

2. The President shall preside at all meetings of the Board of Directors and shareholders, and shall have general charge of and control over the affairs of the corporation, subject to the Board of Directors.

3. The Vice-President shall perform such duties as may be assigned to him or her by the Board of Directors. In case of the death, disability or absence of the President, the Vice-President shall perform and be vested with all the duties and powers of the President.

4. The Secretary shall keep a record of the minutes of the proceedings of the meetings of the shareholders and of the Board of Directors and shall give notice of such meetings, as required by these By-Laws. He or she shall have custody of the books, records and papers of the

corporation except such as shall be in charge of the Treasurer or of some other person authorized to have custody and possession thereof by the Board of Directors.

5. The Treasurer shall keep the accounts of the monies of this corporation received or disbursed and shall deposit all monies and valuables in the name of and to the credit of the corporation and in such banking and depositories as the Board of Directors shall designate.

6. The salaries of all Officers and employees shall be fixed by the Board of Directors and may be changed from time to time by a majority vote of the Board.

7. Each Officer shall serve a term of one year or until the next annual election, or until their successors are elected and qualified.

8. Officers of the corporation other than the Board of Directors shall be elected at the next meeting of the Board of Directors following the annual meeting of the shareholders. Any vacancy caused by death, resignation or inability to act of any Officer of the corporation may be filled by the Board of Directors, to hold office until the next regular election of Officers.

9. Provided fair disclosure is made to the Board of Directors, and in the absence of fraud, no contract or other transaction between this corporation and any other person, partnership, corporation, limited liability company, or other entity shall be affected or invalidated by the fact that any officer of this corporation is pecuniarily or otherwise interested in or is a shareholder, director, officer, owner or member of such other person, partnership, corporation, limited liability company, or other entity, or is a party to or is pecuniarily or otherwise interested in, such contract or transaction, or in any way connected with any person, partnership, corporation, limited liability company, or other entity pecuniarily or otherwise interested therein. Any officer whose interest in any such contract or transaction arises solely by reason of the fact that he is a shareholder, director, officer, owner or member of such other person, partnership, corporation, limited liability company, or other entity, or a creditor of such other person, partnership, corporation, limited liability company, or other entity (or solely by reason of the fact that he is a shareholder, director, officer, owner or member of such other person, partnership, corporation, limited liability company, or other entity where such dealing, contract or arrangement is made by officers or employees of the corporation in the ordinary performance of their duties, without the actual participation of such director) shall not be deemed interested in such contract or other transaction under any of the provisions of this section, nor shall any such contract or transaction be void or voidable, nor shall any such officer be liable to account because of such interest, nor shall such interest need be disclosed.

Apart from and in addition to the other provisions of the By-laws, no contract or other transaction between the corporation and any other partnership, corporation, limited liability company, or other entity that provides for the purchase or sale of securities by such other partnership, corporation, limited liability company, or other entity upon terms not less favorable to the corporation than offered by such partnership, corporation, limited liability company, or other entity to others, shall in any case be void or voidable because of the fact that officers of the corporation are directors, officers, owners or members of such other partnership, corporation, limited liability company, or other entity, nor shall any such officer be deemed interested in such

contract or other transaction under any of the provisions of the By-laws, nor shall any such officer be liable to account in respect thereof.

No contract or other transaction between the corporation and any other corporation, at least a majority of stock of which having voting power is owned or controlled by the corporation, or which owns or controls at least a majority of the stock having voting power of the corporation, shall in any case be void or voidable because of the fact that officers of the corporation are directors or officers of such other corporation, nor shall any such officer be deemed interested in such contract or other transaction under any of the provisions of the By-laws, nor shall any such officer be liable to account because of such interest, nor need disclose any such interest.

Any contract or act that shall be approved or ratified by the vote of the holders of a majority of the capital stock of the corporation having voting power that is represented in person or by proxy at any annual meeting of the shareholders or any special meeting called for the purpose, among others, of considering the approval or ratification of the acts of officers or directors (provided that a lawful quorum of shareholders be there in person or represented by proxy) shall be as valid and as binding upon the corporation and upon all its shareholders as though it had been approved or ratified by every shareholder of the corporation.

ARTICLE V SEAL

1. The corporate seal of this corporation shall be a circular seal with the name of the corporation around the border and the words "corporate seal" shall be in the center.

ARTICLE VI AMENDMENTS

1. These By-Laws may be added to, amended or repealed by majority vote of all shareholders of the outstanding voting shares of the corporation. Shareholders may vote in person or by a properly executed proxy at any annual meeting or at any special meeting called for that purpose. The form of proxy shall be designated by the President and Secretary of the corporation.


2. The Board of Directors, by majority vote of the members thereof, may adopt additional By-Laws but shall not alter or repeal any By-Laws adopted by the shareholders of the corporation.

We, the undersigned, being the Incorporator and all of the directors of the Board of Directors of RIDLEY'S FAMILY MARKETS, INC., do hereby certify that the foregoing are the true, full and correct By-Laws of said corporation duly and regularly adopted by a unanimous vote of the shareholders of RIDLEY'S FAMILY MARKETS, INC., at a meeting of the shareholders of this corporation held on the 11 day of September, 2011, at Twin Falls, Twin Falls County,


Idaho, at which meeting all of the shareholders were present and voted for the adoption of said By-Laws.


Mark Ridley, Incorporator and Director


Jerry L. Ridley, Director


Connie Ridley, Director


ATTEST:


Connie Ridley
Secretary

STATE OF IDAHO)
) ss.
County of Twin Falls)


I, CONNIE RIDLEY, do hereby certify that I am the duly elected, qualified and acting Secretary of RIDLEY'S FAMILY MARKETS, INC., a Wyoming corporation; that as such Officer I have in my possession and custody the books and records of said corporation, including the Articles of Incorporation, and By-Laws of said corporation; that the foregoing instrument is the true By-Laws of RIDLEY'S FAMILY MARKETS, INC.

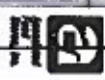
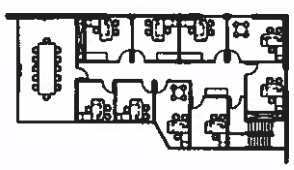
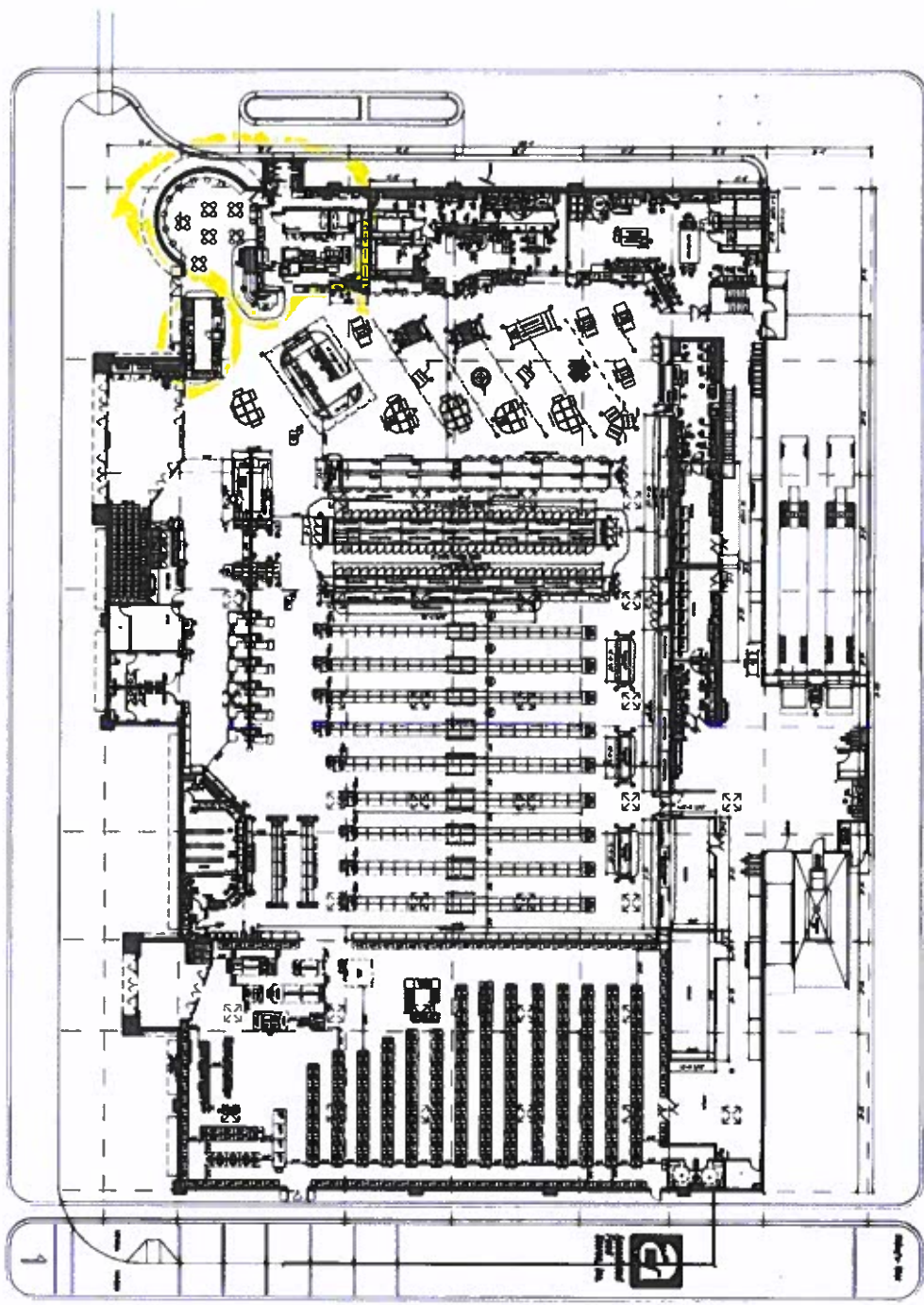
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the seal of the said corporation, at Twin Falls, Twin Falls County, Idaho, this 11 day of September, 2011.


Connie Ridley

SUBSCRIBED AND SWORN to before me this 11 day of September, 2011.

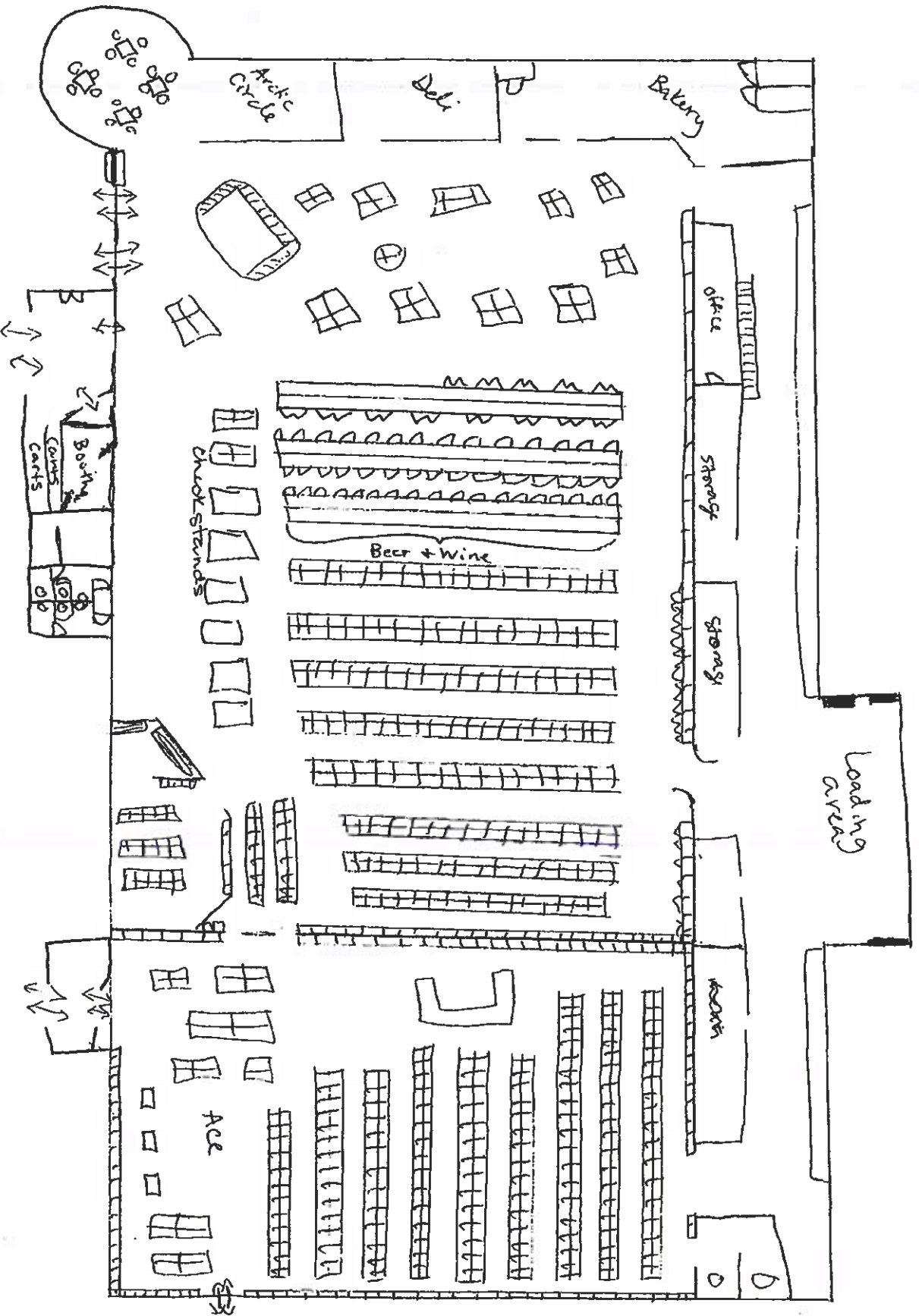



NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My Commission Expires: 9/21/17



1

Star, ID
Ridley's Floor Plan



**CJM LIMITED PARTNERSHIP
621 WASHINGTON STREET SOUTH
TWIN FALLS, IDAHO 83301**

January 1, 2021

Ada County Recorder's Office
200 W. Front St. #1207
Boise, ID 83702

RE: 145 S. PLUMMER WAY, STAR, ID - APPROVAL TO SELL ALCOHOL

To Whom It May Concern:

As Owner of the property located at 145 S. Plummer Way, Star, Idaho 83669 and Landlord to the Lease with Ridley's Family Markets, Inc. ("Tenant") I hereby grant Tenant the right to sell alcoholic beverages on the aforementioned premises. Should you need any additional documentation regarding this matter please feel free to contact me directly at (208) 320-2070.

Sincerely,



CJM Limited Liability LP
Mark Ridley
Authorized Partner

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into as of June 30, 2020, by and between CJM LIMITED PARTNERSHIP, an Idaho limited liability limited partnership ("Landlord"), and RIDLEY'S FAMILY MARKETS, INC., a Wyoming corporation ("Tenant"). Landlord and Tenant are sometimes referred to herein as a "Party" and, collectively, as the "Parties."

1. PREMISES.

1.1. The Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the land described in Exhibit A attached hereto and incorporated herein by the reference (the "Land"), together with a building located thereon having approximately 57,202 square feet of ground floor area, more or less, provided that the actual square footage shall not affect the amount of Base Rent, as hereinafter defined (the "Building"), together with all other structures, fixtures and improvements located on or attached to either of the Land or the Building (all of the foregoing being collectively referred to as the "Premises"), all upon and subject to the terms and conditions of this Lease.

1.2. Permitted Use. During the Term of this Lease, Tenant shall operate a supermarket on the Premises, including such uses and services that are incidental thereto and consistent with uses and services provided from time to time by other grocery stores and supermarkets in the State of Idaho. Tenant shall not use or permit the use of the Premises or any part thereof in violation of the Shopping Center Documents (as hereinafter defined) or for any other purpose without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

1.3. Shopping Center. The Premises are part of a commercial shopping center known as Ridley's Shopping Center (the "Shopping Center"). The terms and conditions of this Lease are subject to the terms and conditions set forth in any subdivision plat, declaration of restrictive covenants, reciprocal easement agreement or common area maintenance agreement applicable to the Shopping Center, as the same may exist or may be amended, modified, supplemented or restated from time to time as permitted herein (collectively, the "Shopping Center Documents"). Landlord agrees that it shall not make any material amendments or modification to any of the Shopping Center Documents without Tenant's consent, which consent shall not be unreasonably withheld, conditioned or delayed, except as permitted pursuant to Section 10 below. Tenant agrees that it and its employees and subtenants will at all times abide by the terms and conditions of the Shopping Center Document concerning their use and occupancy of the Premises and any Common Areas (as hereinafter defined).

1.4. License. During the Term (as hereinafter defined), Landlord grants to Tenant, together with its employees, customers, licensees, invitees and subtenants, a non-exclusive license in common with the other owners, tenants and occupants of the Shopping Center for the use of any common areas defined or described in any of the Shopping Center Documents (the "Common Areas"), subject to the terms, conditions or use restrictions set forth in the Shopping Center Documents and this Lease concerning the use of such Common Areas.

2. **TERM.**

21. **Initial Term.** The initial term of this Lease shall be for a period of ten (10) Lease Years (the "**Initial Term**"), commencing on the earlier of January 1, 2021 or the date Tenant opens for business (the "**Commencement Date**") and ending on January 1, 2031. As used herein, a "Lease Year" means a period of twelve (12) consecutive calendar months commencing on January 1 and ending on December 31.

22. **Extension Terms.** Provided no Event of Default (as hereinafter defined) has occurred and continues to exist, and provided further that no condition exists or event has occurred which, with the giving of notice or the lapse of time or both, would constitute an Event of Default, the term of this Lease shall be automatically renewed or extended for up to six (6) consecutive periods of five (5) Lease Years each (each an "**Extension Term**" and, collectively, the "**Extension Terms**"), unless Tenant shall give written notice to Landlord not less than 150 days prior to the end of the current lease term (whether the Initial Term or the current Extension Term) of Tenant's election not to renew or extend the term of this Lease. All of the terms and conditions of this Lease shall continue during each of the Extension Terms. If Tenant shall give timely written notice to Landlord of Tenant's election not to renew or extend the term of this Lease for any Extension Term, the term of this Lease shall automatically terminate at the end of the current lease term (whether the Initial Term or any Extension Term), and such notice shall automatically terminate all future Extension Options.

23. **Term.** As used herein, "**Term**" shall mean the Initial Term and each applicable Extension Term.

3. **BASE RENT.**

3.1. **Initial Term.** During the Initial Term and Extension Term, Tenant agrees to pay Landlord at such place as Landlord may designate annual base rent in the amount of One and Three Tenths (1.3%) of annual gross sales per Lease Year (the "**Base Rent**"). At any point during the Initial Term or Extension Term Landlord and Tenant may agree to adjust the Base Rent as they so choose.

4. **ADDITIONAL RENT**

Tenant's obligations under this **Section 4** for the payment of Taxes (as hereinafter defined) and common area expenses for the Shopping Center are called "**Additional Rent**." The Base Rent and the Additional Rent are sometimes collectively referred to herein as the "**Rent**."

4.1. **Taxes.**

(a) The Premises constitute a separate tax parcel. Landlord shall pay, as and when they become due, all real estate taxes and special and general assessments, whether federal, state, county or municipal (collectively referred to as "**Taxes**") levied or imposed from time to time on the Premises. The term "Taxes" shall also include the reasonable costs incurred by Landlord in contesting the amount of any such Taxes.

(b) Tenant agrees to promptly reimburse Landlord for all Taxes levied or imposed against the Premises for the period of the Term. If the Term commences or ends during a calendar year or other period used to assess Taxes, Tenant's obligation to reimburse Landlord for Taxes for such period shall be prorated based on a fraction, the numerator of which is the number of months of the Term in such period and the denominator of which is twelve (12). At Landlord's election, Tenant shall make such reimbursements either (i) annually within thirty (30) days after the date Landlord provides Tenant with a statement setting forth the amount of Taxes, or (ii) in monthly installments on the first day of each month based on estimates provided by Landlord based upon the previous year's tax bill. Tenant's obligation to reimburse Landlord for Taxes shall survive the termination of this Lease.

(c) Nothing contained in this Lease shall require Tenant to pay any income, estate, franchise, corporate, inheritance, succession, capital levy, business or transfer tax of Landlord. Notwithstanding the above, if federal, state or local law now or hereafter imposes any tax, assessment, levy or other charge (other than any income, inheritance or estate tax) directly or indirectly upon (i) Landlord with respect to this Lease or the value thereof, (ii) Tenant's use or occupancy of the Premises, or (iii) the Base Rent, the Additional Rent or any other sum payable under this Lease, then Tenant shall pay the amount as Additional Rent to Landlord upon demand, or if, due to a future change in the method of taxation or assessment, any income, profit franchise or other tax, however designated, shall be imposed in substitution, in whole or in part, for (or in lieu of) any tax, assessment or charge which would otherwise be included within the definition of Taxes, such other tax shall be deemed to be included within Taxes as defined herein to the extent of such substitution.

(d) At Landlord's option, Landlord may cause that notices of assessments for Taxes be sent by the taxing authority directly to Tenant and that Tenant shall pay the same directly to such taxing authority prior to the date such Taxes become delinquent. In such event, Tenant shall provide evidence satisfactory to Landlord that all Taxes have been timely paid.

(e) Tenant shall have right, at its sole cost and expense, to contest the amount of Taxes or to seek any reduction thereof. Tenant shall notify Landlord of any action taken by Tenant to contest or seek a reduction of the Taxes. Notwithstanding the foregoing, Tenant shall be required to reimburse Landlord under Section 4.1(b) for all Taxes paid by Landlord, or pay directly to the taxing authority under Section 4.1(d) all Taxes prior to the date the same become due and payable.

42 **Common Area Maintenance Costs.** Tenant acknowledges that the Premises constitute one of several parcels of land in the Shopping Center. Tenant further acknowledges that Landlord has performed limited management and oversight functions with respect to certain aspects of the Shopping Center, namely, paying the costs for the pressurized irrigation system used in the landscaped areas, garbage collection and periodic sweeping of the parking areas, and thereafter allocating such costs to the owners of parcels in the Shopping Center in accordance with an agreed-upon formula. Tenant agrees to assume and perform such duties previously managed or overseen by Landlord, including arranging for and paying such costs, allocating the costs to the parcel owners in the Shopping Center, and seeking reimbursement from them for their respective shares of such costs in accordance with past practices. Except for the foregoing items, the owners

of parcels in the Shopping Center currently self-maintain the Common Areas located on their respective parcels, including snow and ice removal. Tenant shall continue to self-maintain the Common Areas located on the Premises, including keeping the same in good condition and repair (including replacement of improvements on such Common Area if necessary) and paying for all costs and expenses incurred in connection therewith. If the owners of the parcels in the Shopping Center are required under the Shopping Center Documents to share expenses for maintaining, repairing or replacing the Common Areas of the Shopping Center, or if Landlord is otherwise assessed or charged for any cost or expense with respect to the Premises, Tenant agrees to promptly pay and reimburse Landlord for the same, including without limitation any such costs or expenses for maintenance, snow and ice removal, repairs, landscaping, lighting, cleaning, painting, striping, repaving, policing, insuring, securing and replacing the Common Areas, and performing all duties reasonably required to be performed in accordance with the Shopping Center Documents.

43. **Abatements, Refunds and Offsets.** Except as otherwise specifically provided in this Lease, Tenant shall pay the Rent to Landlord without exercising any right of abatement, refund, offset, diminution or recoupment claimed by or allowed to Tenant, or any person claiming under it.

44. **Absolutely Net Lease.** Tenant hereby acknowledges and agrees that this Lease is intended to be an "absolutely net" or "triple net" lease to Landlord, and that except as expressly herein set forth, Landlord shall not be responsible for any costs, charges, expenses, taxes, assessments, special assessments, insurance premiums and deductibles, utilities (including without limitation telephone, gas, electricity, sewer, water and cable or internet services) and outlays of any nature whatsoever arising from or relating to the Premises (including without limitation the Building and all signs, fixtures and other improvements located on the Premises), or the use and occupancy thereof, or the repair or maintenance thereof, or the contents thereof or the business carried on therein. Without limiting the generality of the foregoing, Tenant shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Premises, except as expressly otherwise agreed herein.

46. **Electronic Fund Transfers.** If requested by Landlord, Tenant will agree to pay all Rent pursuant to electronic fund transfers or similar means.

47. **Late Charges and Default Interest.** If any installment of Rent or any other amount owed by Tenant to Landlord under this Lease, is not paid within five (5) business days after the due date, then, in consideration of Landlord's additional expense caused by such failure to pay such sums, such arrearage shall bear a late charge equal to five percent (5%) of the amount due, and such amount shall be payable without demand simultaneously with the rent arrearage. If any payment of Rent remains unpaid more than twenty (20) days after the due date, such Rent shall bear interest from the due date at the Default Rate (as defined in Section 22.15 below) until paid.

5. CONDITION OF PREMISES.

Tenant has had an opportunity to examine and inspect the Premises (including without limitation the Building, the roof, and all signs, structures and other improvements located on the

Premises) and accepts the same "AS IS," in their current condition and as acceptable to Tenant for its intended uses and purposes. Landlord shall not be required to make any repairs, additions or improvements to the Premises, including any improvements to the Common Areas located within the Premises.

6. ALTERATIONS AND IMPROVEMENTS.

6.1. Alterations by Tenant.

(a) Exterior and Structural Alterations. Tenant shall not make any exterior or structural alterations to the Premises (including the Building) or roof cuts to the roof of the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Landlord may withhold or condition its consent if such alterations or roof cuts adversely impair the value of the Premises, invalidate or void any applicable warranties, adversely affect the operations of any other occupants of the Shopping Center, are architecturally incompatible with the Shopping Center, violate any term or condition of the Shopping Center Documents or are of a type that Landlord would likely have to replace or make substantial changes to for any other tenant or user of the Premises at the conclusion of the Term. In granting its consent for any unusual exterior or structural alterations, Landlord may condition the same on assurances from Tenant (or its principals) satisfactory to Landlord that the Premises will be restored to their condition as when delivered to Tenant.

(b) Interior Alterations. Tenant shall have the right, without Landlord's consent, to make or cause to be made such interior alterations, additions or improvements to the Premises as Tenant shall desire; provided, however, the same (i) do not materially adversely impair the value of the Premises, or (ii) do not materially adversely affect the operations of any other occupants of the Shopping Center, or (iii) are not of a type or nature that Landlord would likely have to replace or make substantial changes to for any other tenant, Tenant or user of the Premises at the conclusion of the Term (for example, removing or constructing interior demising walls).

(c) Construction of Alterations and Improvements. All such alterations, additions and improvements described or permitted in this Section 6.1 shall be completed in a good and workmanlike manner, using new materials, and shall be constructed in accordance with the Shopping Center Documents and all applicable laws and building codes and in a manner so as not to structurally impair the Premises or any adjoining buildings. Tenant shall, at its sole cost and expense, be responsible for obtaining all necessary permits, licenses and zoning approvals necessary for the construction by Tenant of any alterations or improvements. Tenant shall provide Landlord with copies of all permits prior to commencing the construction or installation of any alterations or improvements. Tenant shall cause its Contractors (as hereinafter defined) to comply with the insurance provisions of this Lease. Whether or not Landlord's consent is required for any improvement, Tenant shall provide Landlord with a complete set of plans and specifications for any proposed structural alterations, roof cuts, and for any alterations or improvements to the Premises that will cost more \$10,000, not less than thirty (30) days prior to the date that Tenant

anticipates commencing such work. Landlord's receipt, review and approval of such plans and specifications shall not be construed to constitute a representation or warranty by Landlord as to compliance with applicable laws, as to the structural, engineering or other design depicted in such

plans and specifications or as to the quality or fitness of any materials used. If Tenant requires a staging area in order to undertake and complete any alterations or improvements to the Premises that it is permitted to undertake hereunder, such areas, and the rules for their use, shall be mutually acceptable to Landlord and Tenant and in accordance with any terms or conditions in the Shopping Center Documents; provided, however, that no such staging area shall impede the use of the Shopping Center by any of the other occupants thereof.

62. Mechanic's Liens.

(a) No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the Premises by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall place such contractual provisions as Landlord may request in all contracts and subcontracts for any work contracted by Tenant assuring Landlord that no mechanic's liens will be asserted against the Premises or the Shopping Center. Said contracts and subcontracts shall provide, among other things, a statement substantially as follows: That notwithstanding anything in said contracts or subcontracts to the contrary, Tenant's contractors, subcontractors, suppliers and materialmen (hereinafter collectively referred to as "Contractors") will perform the work and/or furnish the required materials on the sole credit of Tenant; that no lien for labor or materials will be filed or claimed by the Contractors against Landlord, the Premises or the Shopping Center; that the Contractors will immediately discharge any such lien filed by any of the Contractor's suppliers, laborers, materialmen or subcontractors; and that the Contractors will indemnify, defend and hold harmless Landlord from any and all costs and expenses, including reasonable attorneys' fees, suffered or incurred as a result of any such lien against Landlord or the Premises that may be filed or claimed in connection with or arising out of work undertaken by the Contractors.

(b) Tenant shall pay promptly when due all persons furnishing labor or materials with respect to any work performed, by Tenant or its Contractors on or about the Premises. If any mechanic's or other liens shall at any time be filed against the Premises or the Shopping Center by reason of work, labor services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, and regardless of whether any such lien is asserted against the interest of Landlord or Tenant, Tenant shall within ten (10) days cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Rent.

7. UTILITIES.

Commencing as of the date of this Lease, and continuing throughout the Term, Tenant shall

pay all charges for utilities for the Premises, including without limitation electricity, water, natural gas, internet and sewer services supplied to the Premises, including the Common Areas located on the Premises. All electricity, water, natural gas and sewer services supplied to the Premises are separately metered. Tenant shall cause such utilities to be billed directly to Tenant and Tenant shall pay the same when due. Landlord shall not be liable to Tenant for the failure to provide any utilities or services required by Tenant. Landlord agrees, in the event of any failure or suspension of services, to cooperate with Tenant in good faith to restore or cause restoration of utility services as soon as is reasonably practicable under the circumstances.

8. MAINTENANCE.

(a) At all times during the Term, Tenant, at its sole cost and expense, shall maintain the Premises in good condition and repair and shall make any repairs and replacements as may be necessary. Without limiting the generality of the foregoing, Tenant's obligation to maintain, repair and, as necessary, replace shall include all structural elements, walls, roof and roof membrane (including the replacement thereof), all exterior entrances, the store front, all glass in the doors and windows and show window moldings, partitions, doors, fixtures, equipment and appurtenances thereof (including, but not limited to, all electrical and plumbing fixtures, heating, air conditioning and other mechanical installations therein, including reasonable periodic painting), the parking lot, lighting, landscaping and other improvements in the Common Areas located on the Premises. Tenant shall keep and maintain the HVAC equipment in the Building in good condition and repair at all times, and shall have the same inspected and serviced at reasonable intervals. Tenant shall maintain the Premises at its own expense in a clean, orderly and sanitary condition free of insects, rodents, vermin and other pests and shall not permit undue accumulation of garbage, trash, rubbish and other refuse

(b) Tenant further agrees, at its cost and expenses:

(i) to promptly replace with glass of like kind and quality any plate glass, door or window glass of the Premises which may become cracked or broken;

(ii) to not use or permit the use of any apparatus for sound reproduction or transmission, or any musical instrument, in such manner that the sound so reproduced, transmitted or produced shall be audible beyond the confines of the Premises;

(iii) to keep all mechanical apparatus free of vibrations and noise which may be transmitted beyond the confines of the Premises;

(iv) to not cause or permit objectionable odors to emanate or be dispelled from the Premises;

(v) to keep the Common Areas and any walks, sidewalks, loading platforms and driveways abutting the Premises free of ice and snow and be responsible for the cost of removal thereof and that Tenant shall be solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow;

(vi) to not place or maintain any merchandise or other articles in the Common

Areas or elsewhere on the exterior or footpaths of the Premises thereof contrary to or in violation of the Shopping Center Documents;

(vii) to keep the Premises at a temperature sufficiently high to prevent the freezing of water and pipes and fixtures;

(viii) to not burn any trash or garbage of any kind in or about the Premises or the Shopping Center;

(ix) to comply with all laws and ordinances and all rules and regulations of governmental authorities and all recommendations of the Association of Fire Underwriters with respect to the use or occupancy of the Premises by Tenant; to cause all electrical, plumbing and other mechanical facilities to be inspected and approved by the appropriate inspection services or government agencies; and to supply, maintain, repair and replace, at Tenant's sole cost and expense, any fire extinguishers or other fire prevention equipment and safety equipment required by the aforementioned rules, regulations and Association throughout the term of this Lease or any renewal thereof; and

(x) to comply with all of the terms, conditions and other requirements of the Shopping Center Documents with respect to the Premises.

9. SIGNS.

Tenant shall have the right, at Tenant's sole cost and expense and in accordance with the Shopping Center Documents and applicable law, to install on the exterior of the Building Tenant's standard sign and logo. Tenant shall be permitted to use any pole sign located on the Premises of any sign for the Shopping Center that is intended for use by the occupant of the Premises. Landlord shall cooperate with Tenant in obtaining any governmental approvals necessary for the erection of such signs, provided Tenant shall be solely responsible for obtaining all such governmental approvals and all costs associated therewith.

10. SHOPPING CENTER DOCUMENTS.

(a) Tenant shall at all times comply with all terms and conditions set forth in the Shopping Center Documents pertaining to the Premises and Tenant's use and occupancy thereof.

(b) Landlord may consent to any amendment or modification of the Shopping Center Documents, provided that Landlord shall first obtain Tenant's consent for any material amendment or modification to the Shopping Center Documents (which consent shall not be unreasonably withheld, conditioned or delayed), including without limitation any amendment or modification that (i) changes, modifies, adds to or subtracts from the Common Areas, including changes or modifications to the size, location and configuration of the parking areas, entrances, exits, and parking aisle alignments; (ii) adds land area to, or deletes land area from, the Shopping Center; (iii) approves the construction of any new surface, sub-surface or elevated parking areas and facilities; (iv) establishes or changes the level or grade of parking surfaces; (v) authorizes the construction of additional buildings outside any building areas currently permitted in the Shopping Center Documents; and (vi) materially increases the costs that are assessed with respect to the

Premises.

11. ASSIGNMENT AND SUBLETTING.

Without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant may not (a) assign its rights under this Lease, or (b) sublet all or substantially all of the Premises or the Building. Any assignment of this Lease or any subletting of all or any part of the Premises shall not relieve or discharge Tenant from its obligations and liabilities hereunder unless Landlord agrees in writing to release or discharge Tenant (which shall be in Landlord's sole discretion). If this Lease is assigned or the Premises or any part are sublet, licensed or occupied by any person other than Tenant, then upon the occurrence of an Event of Default hereunder (as hereinafter defined) and during the continuance thereof, Landlord may collect rent or license fees from any such assignee, subtenant, licensee or occupant and apply the same to the Rent herein reserved, but no such assignment, subletting, licensing, occupancy or collection of rent shall be deemed a waiver of any restrictive covenant contained in this Lease or the acceptance by Landlord of such assignee, subtenant, licensee or occupant as the successor of Tenant, or a release of Tenant from the performance by Tenant of any covenants on the part of Tenant herein contained, except and unless Landlord has consented in writing to the release or discharge of Tenant.

12. TENANT'S PROPERTY.

All fixtures, personal property and equipment installed by Tenant in the Premises (other than fixtures, equipment or other property installed by Tenant in the Premises that replaces fixtures, equipment or other property that was installed by Landlord in the Premises or that becomes a fixture under applicable law) shall remain the property of Tenant exempt from the claims of Landlord or any mortgagee or lienholder of Landlord without regard to the means by which the same are installed or attached. Tenant, or any person claiming by, through or under Tenant, shall have the right, at any time or from time to time to remove such fixtures, personal property or equipment; provided, however, that if such removal damages the Premises, then Tenant shall immediately repair such damage to the reasonable satisfaction of Landlord. Upon the termination of this Lease, any fixtures, equipment or other property not expressly rejected by Landlord within thirty (30) days after the occurrence of such termination, shall automatically be deemed the property of Landlord, and Tenant shall not have any further right or title thereto. Tenant shall remove any personal property or improvements that Landlord requests to be removed, and shall repair any damage to the Premises caused by such removal.

13. INSURANCE AND INDEMNIFICATION.

13.1. Tenant's Liability Insurance.

(a) Tenant shall at all times during the Term, and at its cost and expense, maintain and keep in full force and effect a comprehensive general liability policy of insurance on an occurrence basis with respect to the Premises and the business operated by Tenant thereon with a combined single limit of liability of not less than Three Million and No/100 Dollars (\$3,000,000.00) for property damage and personal liability.

(b) Tenant shall require any Contractor of Tenant performing work in, on or about the Premises to take out and keep in full force and effect, at no expense to Landlord:

(i) Commercial general liability insurance, including contractor's liability coverage, contractual liability coverage, broad form property damage endorsement, contractor's protective liability and completed operations coverage, with limits, for each occurrence, of not less than Three Million Dollars (\$3,000,000) combined single limit with respect to personal injury or death and property damage;

(ii) Commercial public liability insurance, with limits for each occurrence of not less than Two Million Dollars (\$2,000,000) with respect to personal injury and death and Five Hundred Thousand Dollars (\$500,000) with respect to property damage; and

(iii) Worker's compensation or similar insurance in form and amounts required by law.

132. **Property Insurance.** Tenant will maintain, at its sole cost and expense, special form (formerly known as "all risk") property insurance (not excluding from coverage perils normally included within the definitions of extended coverage, vandalism and malicious mischief, earthquake and flood) insuring the Buildings and other structures (including all improvements, alterations, additions and changes thereto) in the amount of 100% of the replacement cost (excluding excavations and foundations), but in any event in such amounts as to prevent application of any co-insurance under the terms of the policy, with endorsements for contingent liability from operation of building laws, increased cost of construction, and demolition costs which may be necessary to comply with building laws. The policy shall name Landlord and as a named insured and, if requested by Landlord, shall contain a "payable clause" satisfactory to Landlord or its mortgagee. If requested by Landlord, Tenant shall deposit the insurance policy for safekeeping with Landlord. Tenant shall not be permitted to "self-insure" without Landlord's prior written consent.

133. **Evidence of Insurance.** Upon Landlord's request, Tenant shall cause to be issued other appropriate certificates of insurance evidencing compliance with the applicable covenants of this Section 13. Each such certificate shall provide that no expiration, cancellation or material change in the insurance evidenced thereby shall be effective unless thirty (30) days' written notice of such expiration, cancellation or material change shall have been given to the certificate-holder. If Tenant fails to supply such certificates to Landlord, Landlord may, but is not obligated to, obtain and pay for such insurance and receive reimbursement therefor from Tenant, together with interest on the amount so expended at the Default Rate. Any amounts owed hereunder by Tenant to Landlord shall be deemed to be Additional Rent. Notwithstanding the first sentence of this Section 13.3, Tenant shall deliver to Landlord a certificate of insurance that complies with the provisions of this Section 13 prior to taking possession of the Premises.

134. **Waiver of Subrogation.** Landlord and Tenant each hereby expressly waive any and every claim which arises or may arise in such Party's favor against the other Party and the other Party's shareholders, officers, directors, partners, members, managers and employees for any and all loss of or damage to any of such Party's property located within or upon or constituting a

part of, the Premises, which loss or damage is caused by a peril required by this Lease to be covered by the insurance of the Party incurring the loss to the extent of the required coverage or, if greater, to the extent of the actual recovery under any insurance policy covering the Party incurring the loss. Landlord and Tenant each also hereby waive on behalf of any insurer providing insurance to such Party, any right of subrogation which such insurer might otherwise acquire against the other Party or the shareholders, officers, directors, partners, members, managers or employees of either Party by virtue of losses to Landlord or Tenant the claims for which are waived by the preceding sentence.

13.5. **General Provisions.** All insurance policies required hereunder shall be primary policies. Such policies shall be issued by an insurance company or companies with a general policyholder's rating of not less than "A-" in the most current available Best's Key Rating Guide Property-Casualty, and licensed to do business in the State of Utah. Tenant's obligations to carry the insurance required under this Section 13 may be brought within the coverage of a so-called 'blanket' policy or policies, provided the coverage afforded Landlord is not reduced or diminished by the blanket policy of insurance, an endorsement to that effect is provided to Landlord and such blanket policy otherwise conforms to the requirements set forth herein. All such insurance policies that Tenant or Tenant's contractors are required to maintain pursuant to the provisions of Section 13.1 shall name Landlord and its reasonable designees as additional insureds as their interest may appear.

13.6. **Increase in Insurance.** From time to time during the Term, but no more often than once every five (5) years, Landlord shall have the right to require Tenant to increase its liability insurance limits to levels that are customarily carried by owners or landlords of comparable properties and tenants leasing comparable properties in the State of Utah, provided that in no event shall the insurance coverage increase by a percentage greater than the percentage increase in the Consumer Price Index, All Items - U.S. (1982-84 = 100), during the period between the applicable adjustments.

13.7. **Waiver by Tenant.** Tenant agrees that Landlord shall not be liable for, and hereby releases Landlord from, (a) any injury to Tenant's business or any loss of income therefrom or for damage to any machinery or equipment or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises or the Shopping Center; (b) the loss of or damage to any property of Tenant by theft or otherwise; or (c) any injury or damage to persons or property resulting from fire, steam, electricity, gas, water, rain or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or HVAC systems or lighting fixtures, or from any other cause whatsoever (whether similar or dissimilar to those above specified), whether the said damage or injury results from conditions arising in the Premises or at or on other portions of the Shopping Center, or from other sources or places, except to the extent caused by Landlord's gross negligence or intentional misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other occupant or owner, if any, of all or part of the Shopping Center.

13.8. **Increase in Insurance Premiums.** Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate any policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord if Landlord is required or authorized to obtain the same pursuant

to this Lease. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Shopping Center to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rent, the amount of any such increase upon Landlord's demand.

14. DAMAGE OR DESTRUCTION.

If the Building shall be damaged by fire or other casualty, then Tenant shall immediately notify Landlord. Except as otherwise provided herein, Tenant shall promptly commence and shall thereafter diligently pursue to completion the repair of such damage or casualty, and shall reconstruct the Building to the same condition as it was in immediately preceding such damage or casualty. During any period of repairs, Base Rent shall be abated in proportion to the usable space of the Premises. Provided no Event of Default has occurred and is continuing, and provided further that Tenant commences to repair any damage or casualty, Tenant shall be entitled to receive any insurance proceeds relating to such damage or casualty and use the same, to pay for the costs of repair or reconstruction, provided that Landlord may impose commercially reasonable conditions to the disbursement of such insurance proceeds consistent with disbursement conditions of commercial lenders providing funding for the construction of improvements, such as obtaining lien releases, making progress inspections, etc. If any material damage or destruction to the Building from any cause whatsoever cannot, in the reasonable judgment of Landlord or Tenant, be repaired or restored within nine (9) months from the date that such damage occurs, then either Landlord or Tenant may, in their respective sole discretion, elect, as its sole remedy, to terminate this Lease by written notice to the other Party (the "Damage Termination Notice"), whereupon this Lease shall terminate and neither Party shall have any further obligations hereunder, except for covenants or other provisions that expressly survive the termination of this Lease and Tenant's obligations herein concerning maintaining minimum insurance coverage through the date of termination. If this Lease is terminated in accordance with the immediately preceding sentence, Landlord shall be entitled to receive and retain any insurance proceeds pertaining to such damage or casualty. If this Lease is not terminated as provided in this Section 14, and Tenant fails to commence repair or reconstruction of the Building as provided herein, or if such repair or reconstruction is stopped for more than ten (10) consecutive days, then Landlord shall have the right, in its sole discretion, to terminate this Lease by giving Tenant written notice to that effect, whereupon Landlord shall be entitled to receive and retain, whether from Tenant or any insurer, any insurance proceeds pertaining to such damage or casualty.

15. CONDEMNATION.

15.1. **Total Taking.** In the event of any taking of the whole of the Premises for any public or quasi-public use by exercise of the right of eminent domain or by deed-in-lieu thereof between Landlord and those having authority to exercise such right (a "Taking"), then this Lease shall terminate as of the date Tenant is required to surrender possession of the Premises pursuant to such Taking.

15.2. **Partial Taking.** In the event of a Taking (a) of a substantial portion of the Premises; or (b) that results in a material impairment of ingress and/or egress, to or from the Premises; or (c)

a material reduction of the number of parking spaces in the Common Area on the Premises such that the parking ratio is reduced below 4 spaces per 1,000 square feet of the Building, then and in any such event either Landlord or Tenant shall have a right to terminate this Lease by written notice to the other within sixty (60) days after the date of such Taking.

153. **Duties When Lease Continues.** In the event of any Taking which does not result in termination of this Lease, (a) all proceeds or awards for such Taking shall be paid over to Landlord, (b) Tenant shall commence promptly and with reasonable dispatch to restore the remainder of the Premises to a complete architectural unit and to as nearly as possible the same condition as existed prior to such Taking, and (c) Landlord shall reimburse Tenant for its costs of restoration of the Premises, but only to the extent reimbursement is available from such proceeds or award, provided that the Landlord's obligation hereunder shall be limited to the portion of the net proceeds of the condemnation award received by Landlord.

154. **Rent Abatement.** In the event of any Taking which does not result in the termination of this Lease, but which does result in a permanent reduction in the size of the Premises, then a just proportion of the Base Rent shall be made during the remainder of the Term.

155. **Condemnation Awards.** All compensation awarded for any taking of the Premises, the Common Areas, the Shopping Center, and/or any improvements on the Shopping Center, or any interest in the above shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for Tenant's moving expenses or the expense of removal of Tenant's trade fixtures.

16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

16.1. **General.** Except as otherwise set forth in Section 16.2, Tenant shall, at Tenant's sole cost and expense, comply with the lawful requirements of all applicable governmental authorities arising as a result of Tenant's particular use of the Premises or resulting from any improvements or modifications made by Tenant to the Premises, including, but not limited to, the Americans with Disability Act.

16.2 Hazardous Materials.

(a) Landlord represents and warrants that, to the best of its knowledge, the Premises and all improvements thereon and the soil or water thereunder is, as of the date of this Lease, free of all "Hazardous Substances" (as defined in the Comprehensive Environmental Response and Compensation Liability Act of 1980, as amended, or any other applicable Federal or State law, statute or ordinance) and all other environmental contaminants, the presence of which violates applicable law.

(b) Subject only to the limitations set forth in Section 16.2(c) below, Landlord hereby agrees to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claim, judgment, damage, penalty, fine, cost (including clean-up and other remediation and disposal costs), liability (including sums paid in settlements of claims) or loss,

including reasonable attorneys' fees and litigation costs which arise during or after the Term from or in connection with the presence of any Hazardous Substances or other contaminants on the Premises (whether or not known to Landlord), or in the soil or water thereunder existing as of the date of this Lease, the presence of which constitutes a violation of applicable law.

(c) Tenant covenants that Tenant and all persons claiming by, through or under Tenant (such as any sublessee of Tenant and Tenant's agents, contractors and employees) will not release, discharge, dump, spill or store any Hazardous Substances in, on or under the Premises in violation of any environmental laws, rules, regulations or ordinances. Tenant agrees to indemnify, defend and hold harmless Landlord and its directors, officers and employees from and against any and all claims, demands, losses, costs, penalties, fines, expenses (including reasonable attorneys' fees), damages, judgments, suits, rulings and other matters in any manner pertaining to the breach of Tenant's obligations under this Section 16 or the release, disposal, discharge or storage of any Hazardous Substances on, in or under the Premises by Tenant or any person claiming by, through or under Tenant in violation of any environmental laws, rules, regulations or ordinances during the Term of this Lease.

17. QUIET ENJOYMENT; LANDLORD'S WARRANTY.

Landlord represents, warrants and covenants that, provided Tenant fully and faithfully performs all of its obligations under this Lease, Tenant shall have quiet and peaceful enjoyment of the Premises and the rights, licenses and appurtenances thereto leased or granted to Tenant hereunder throughout the Term.

18. TENANT'S DEFAULT.

18.1. **Events of Default.** Any one or more of the following events shall constitute an "Event of Default":

(a) The failure of Tenant to pay any installment of Base Rent, Additional Rent or other sum of money due hereunder within five (5) days after notice to Tenant that the same is due, provided that Landlord shall not be obligated to give Tenant notice of late payments more than twice in any twelve (12) month period, and on the third time in any 12-month period that a payment is late it shall be an immediate Event of Default without the requirement to provide any notice or grace period.

(b) A default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money or a default otherwise described in this Section 18.1), which default is not cured within thirty (30) days after the giving of notice thereof by Landlord; provided, however, if such default is of a nature that it reasonably cannot be cured within such thirty (30) day period, Tenant shall have a reasonable period of time to cure such default (not to exceed ninety (90) days from the date notice is first given), provided (i) Tenant notifies Landlord in writing within the initial 30-day period of its intention to cure such default, which notice shall state the manner in which Tenant shall cure the same and a time schedule to effectuate such cure, (ii) thereafter Tenant promptly commences and diligently pursues the cure of such default, and (ii) during any extended period to cure such default, the rights and interests of Landlord in the Premises or under this Lease are not materially adversely

affected.

(c) The sale of Tenant's leasehold interest in the Premises under attachment, execution or similar legal process, or if Tenant is adjudicated a bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Tenant under the Federal Bankruptcy Code and such adjudication or order is not vacated within forty (40) days.

(d) The commencement of a case under any chapter of the Federal Bankruptcy Code by or against Tenant, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as a bankrupt or insolvent, or the reorganization of Tenant, or an arrangement by Tenant with its creditors, unless the petition is filed or case commenced by a person other than Tenant or any such guarantor and is withdrawn or dismissed within forty (40) days after the date of its filing.

(e) The admission in writing by Tenant of its inability to pay its debts when due.

(f) The appointment of a receiver or trustee for the business or property of Tenant, unless such appointment shall be vacated within forty (40) days of its entry.

(g) The making by Tenant of an assignment for the benefit of its creditors, or if in any other manner Tenant's leasehold interest in this Lease shall pass to another person by operation of law.

(h) The vacation or abandonment of the Premises by Tenant at any time; provided, however, Tenant shall not be deemed to have vacated or abandoned the Premises pursuant to this Section 18.1(h) if it ceases to do business on the Premises, but continues to pay Base Rent, Additional Rent and all other amounts owed to Landlord under this Lease.

(i) The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Lease.

182. Remedies. Upon the occurrence of an Event of Default, Landlord shall have the right (in addition to all other rights and remedies at law and in equity) to do any one or more of the following:

(a) Termination of Lease. Landlord may terminate this Lease, by written notice to Tenant, without any right by Tenant to reinstate its rights by payment of any Rent due or other performance of the terms and conditions hereof. Upon such termination, Tenant shall immediately surrender possession of the Premises to Landlord.

(b) Reletting. With or without terminating this Lease, as Landlord may elect, Landlord may re-enter and repossess the Premises, or any part thereof, and lease the same to any other person upon such terms as Landlord shall deem reasonable, for a term within or beyond the Term; provided, however, if Landlord does not terminate this Lease, any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for (i) all Base Rent, Additional Rent, and other sums which would be payable under this Lease by Tenant in the

absence of such expiration, termination or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant after deducting from such proceeds all of Landlord's expenses, reasonable attorneys' fees and expenses, costs of any alterations or improvements to the Premises Landlord is required to make for any subsequent tenant, reasonable leasing commissions, expenses of preparation for such reletting and all costs and expenses, direct or indirect, incurred as a result of Tenant's breach of this Lease. If at the time of an Event of Default all or any portion of the Premises are sublet, leased or licensed by Tenant to others, Landlord may, as Tenant's agent, collect rents or license fees due from any subtenant or licensee and apply such rents or fees to the Rent and other amounts due hereunder without in any way affecting Tenant's obligation to Landlord hereunder. Such agency, being given for security, is coupled with an interest and is hereby declared to be irrevocable.

(c) **Acceleration of Rent Minus Fair Rental Value.** Landlord may declare to be immediately due and payable (i) all Base Rent and all Additional Rent (the amount thereof to be based on historical amounts and Landlord's estimates for future amounts) for the entire balance of the Term, together with all other charges, payments, costs and expenses payable by Tenant as though such amounts were payable in advance on the date the Event of Default occurred, less (ii) the then fair rental value of the Premises for the same period.

(d) **Removal of Content by Landlord; Lien on Equipment and Inventory.** With respect to any portion of the Premises which is vacant or which is physically occupied by Tenant, Landlord may remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, without service of notice or resort to legal process (all of which Tenant expressly waives) and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Tenant hereby grants Landlord a lien on and a security interest in all of Tenant's equipment and inventory now or hereafter located on the Premises, whether presently existing or hereafter acquired, together with all attachments thereto and proceeds therefrom, for the purpose of securing the payment of all sums agreed to be paid by Tenant herein. Such lien is in addition to any statutory landlord's lien as now or hereafter provided by law.

(e) **Right of Distress and Lien.** In addition to all other rights and remedies of Landlord, if an Event of Default shall occur, Landlord shall, to the extent permitted by law, have a right of distress for rent and lien on all of Tenant's fixtures, merchandise and equipment in the Premises, as security for rent and all other charges payable hereunder.

183. **Survival of Tenant's Obligations.** No expiration or termination of this Lease pursuant to Section 18.2(a) above or by operation of law or otherwise (except as expressly provided herein) and no repossession of the Premises or any part thereof pursuant to Sections 18.2(a) or 18.2(b) above or otherwise shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession, and Landlord may, at its option, sue for and collect all Rent and other charges due hereunder at any time as when such charges accrue.

184. **Cumulative Rights.** No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or available at law or in equity, but each right and remedy shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity.

18.5. **Expenses.** If Landlord commences suit for the repossession of the Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all expenses incurred in connection therewith, including reasonable attorneys' fees.

19. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.**

This Lease shall be subject and subordinate to the lien of any and all Mortgages (as defined below) now or hereafter encumbering the Premises and placed thereon by Landlord, and to all renewals, modifications, replacements and extensions of such Mortgages; provided, however, that the subordination herein contained shall not be effective with respect to any Mortgage unless the holder of such Mortgage (the "Mortgagee") shall execute and deliver to Tenant a subordination, non-disturbance and attornment agreement providing that if the Mortgage shall be foreclosed on or the Mortgagee shall accept a deed-in-lieu of foreclosure (either of which events shall be a "Foreclosure"), Tenant's leasehold interest under this Lease shall not be terminated by the Mortgagee or purchaser of the Premises by reason of such Foreclosure so long as no Event of Default shall have occurred and be continuing, and so long as Tenant shall attorn to the Mortgagee or purchaser upon Foreclosure. As used herein, the term "Mortgage" shall mean any mortgage, deed to secure debt, deed of trust, trust deed, ground lease or other collateral conveyance of, or lien or encumbrance against, the Lease or the Premises.

20. **SURRENDER OF PREMISES UPON TERMINATION.**

At the expiration or sooner termination of this Lease, Tenant shall surrender the Premises "broom clean" and in good condition and repair, excepting ordinary wear and tear and any damage by fire or other casualty that is fully covered by insurance required to be maintained by Tenant under this Lease. Tenant shall remove its equipment and personal property from the Premises and make any repairs to the Premises resulting from such removal, including patching and painting any holes in the walls, floor or ceiling.

21. **HOLDING OVER.**

If Tenant continues to occupy the Premises after the expiration of the Term or any earlier termination of this Lease without having obtained Landlord's express, written consent thereto, then without altering or impairing any of Landlord's rights under this Lease or applicable law and without further notice, (a) such occupancy shall be construed to create a tenancy from month-to-month and upon the terms and conditions specified in this Lease so far as applicable; (b) Tenant hereby agrees to pay to Landlord as Base Rent for the Premises, for each calendar month or portion thereof after such expiration of the Term or such earlier termination of this Lease, as aforesaid, until Tenant surrenders possession of the Premises to Landlord, in addition to Additional Rent, a sum equal to one hundred fifty percent (150%) of the amount of the Base Rent in effect during the last month of the Term; and (c) Tenant shall surrender possession of the Premises to Landlord immediately on Landlord's having demanded the same. Nothing in the provisions of this Lease shall be deemed in any way to give Tenant any right to remain in possession of the Premises after such expiration or termination, regardless of whether Tenant has paid any such rent to Landlord.

22. **MISCELLANEOUS.**

22.1. **Successors.** Except as provided herein, the covenants, conditions and terms contained in this Lease shall bind and inure to the benefit of Landlord, Tenant and their respective permitted successors and assigns.

22.2. **Waiver.** The waiver by Landlord or Tenant of any breach of any provision of this Lease or the failure by Landlord or Tenant to insist upon the strict observance of any provision shall not be deemed to be a waiver of any subsequent breach thereof.

22.3. **Notices.** Any notice given under this Lease shall be in writing and delivered in person or by United States certified mail, postage prepaid and return receipt requested, or by Federal Express or other nationally recognized air courier service, to the address set forth below, or to such other address as Landlord or Tenant may otherwise direct in writing:

(a) if to Landlord, at: CJM Limited Partnership
621 Washington Street South
Twin Falls, Idaho 83301

(b) if to Tenant, at: Ridley's Family Markets, Inc.
621 Washington Street South
Twin Falls, Idaho 83301

All notices shall be deemed given when posted in the U.S. mail or air courier service as provided above, and shall be deemed complete upon their receipt (or refusal of acceptance) by the Party to whom such notice is sent.

22.4. **Recording.** Upon request by either Party, a memorandum or short form of lease in a form reasonably acceptable to each of the Parties hereto may be executed and recorded in the official records of the county in which the Premises are located. The cost of recording such memorandum of lease shall be borne solely by the Party requesting said short form lease.

22.5. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Utah.

22.6. **Broker's Fees.** The Parties represent and warrant to each other that there are no brokers involved in this transaction and that there are no claims for brokerage or lease commissions or finder's fees in connection with the execution of this Lease, and each Party agrees to indemnify the other against, and hold the other harmless from, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith).

22.7. **Attorney's Fees.** If either Landlord or Tenant brings suit or other legal proceedings to interpret or enforce any of the provisions of this Lease, then the Party prevailing in such suit shall be reimbursed by the other Party for all incurred by the prevailing Party in connection with such suit or proceeding, including reasonable attorneys' fees, whether incurred prior to, during or subsequent to any mediation, arbitration, bankruptcy, receivership, legal, appellate or other

proceeding.

22.8. **Estoppel Certificates.** Each Party shall deliver to the other within twenty (20) days after request therefor, an estoppel certificate as to the status of this Lease including the date through which Base Rent has been paid, the remaining term of the Lease, the outstanding defaults, if any, claimed by the Party giving such estoppel, and such other factual matters with respect to the Lease as shall be reasonably requested.

22.9. **Written Amendments.** This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and cannot be amended, modified or rescinded in any manner except by written instrument executed by the Parties.

22.10. **Self Help.** Landlord may perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform within ten (10) days after the date that notice is given of such failure to perform, and the expense incurred by Landlord in so performing such obligation, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand. Notwithstanding the foregoing, Landlord may exercise its rights set forth above without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.

22.11. **Force Majeure.** If Landlord or Tenant shall be delayed, hindered or prevented from the performance of any and all acts required under this Lease or by law, other than payment of any sums of money due or items where "time is of the essence" are specifically set forth herein, by reason of an act of God, fire, casualty, actions of the elements, strikes, lockouts, other labor trouble, inability to procure or general shortage of labor, equipment, facilities, materials, supplies, failure of transportation or power, restrictive governmental laws or regulations, riots, insurrection, war or any other cause similar or dissimilar to the foregoing beyond the control of the parties, the performance of such act or acts shall be excused for the period of delay, and the period for the performance of any such act or acts shall be extended for the period necessary to complete performance after the end of the period of such delay.

22.12. **Consents.** Unless otherwise specifically set forth herein, whenever the consent or permission of either Party is required, such consent or permission shall not be unreasonably withheld, conditioned or delayed.

22.13. **Tenant Indemnity.** Except as otherwise specifically set forth in this Lease, Tenant shall indemnify and hold harmless Landlord from and against any liability, damages, penalties or judgments arising from injury to person or property on the Premises or the Shopping Center and resulting from any negligent act or omission of Tenant, its agents or employees. Tenant shall defend, at its own expense, any such suits or actions brought against or naming Landlord. Tenant further agrees to indemnify, defend and hold harmless Landlord from all obligations and liabilities of Landlord as the tenant under the Prime Lease as to any matters, conditions or events existing or arising during the Term of this Lease, other than Landlord's obligation to pay base rent and matters arising from Landlord's gross negligence or willful misconduct.

22.14. **Landlord Indemnity.** Landlord shall indemnify and hold harmless Tenant from all liability, damages, penalties or judgments arising from injury to person or property occurring on

the Premises or the Shopping Center and resulting from any negligent act or omission of Landlord, its agents or employees. Landlord shall defend, at its expense, all such suits or actions brought against or naming Tenant.

22.15. **Default Rate Defined.** The term “Default Rate” means the lesser of (a) published prime rate as reported in the Wall Street Journal (or its successor), plus six percent (6%) per annum, or (b) the highest interest rate permitted by applicable law.

22.16. **Limitation of Liability.** If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord’s part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon the execution of such judgment and levy thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from the Premises receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord’s right, title and interest in the Premises, and neither Landlord nor any of the partners comprising Landlord shall be personally liable for any deficiency. All personal liability of the Landlord shall cease in the event of sale or transfer of its interest.

22.17. **Trial by Jury.** Landlord and Tenant do hereby waive trial by jury in any action, suit, proceeding, and/or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant’s use or occupancy of the Premises, any claim of injury or damage, and/or statutory remedy.

23. **RIGHT OF FIRST REFUSAL.**

23.1. **Right of First Refusal.** If during the Term of this Lease, Landlord receives a bona fide offer from a third person to purchase the Premises that is acceptable to Landlord and that Landlord is willing to accept (the “Offer to Purchase”), prior to entering into any contract of sale, Landlord shall give Tenant a right of first refusal (the “Right of First Refusal”) to purchase the Premises upon the same economic terms and conditions contained in the Offer to Purchase. If the Offer to Purchase is for both the Premises and the two adjoining shop spaces located immediately east of the Building and attached thereto, both of which are owned by Landlord, Tenant’s Right of First Refusal shall be applicable to both properties and, if exercised, must be exercised as to both properties. Upon receipt of an acceptable Offer to Purchase, Landlord shall give Tenant written notice (the “Offer Notice”) that Landlord has received such offer, including a summary of the material terms and conditions thereof. Landlord shall also provide Tenant with such further and additional information as Tenant may reasonably request pertaining to the Offer to Purchase, provided Landlord is not prohibited from providing the same pursuant to any confidentiality agreement. If Tenant desires to exercise Right of First Refusal, it shall do so by giving Landlord its irrevocable written notice of such election within thirty (30) days from the date Tenant receives the Offer Notice. If Tenant fails to notify Landlord of its election to exercise the Right of First Refusal within such 30-day period, Tenant shall be deemed to have waived its right to exercise the Right of First Refusal, and Landlord shall thereafter be entitled to accept the Offer to Purchase and consummate the transaction described therein provided it does so (a) within 150 days from the date of the Offer Notice and (b) upon the material terms and conditions set forth in the Offer Notice. If Tenant timely notifies Landlord of its exercise of the Right of First Refusal granted

herein, Landlord and Tenant shall promptly take such actions as are customary and as are reasonably necessary to consummate the proposed transaction, including without limitation negotiating and entering into contracts of sale, bills of sale, etc. The failure of Tenant to exercise the Right of First Refusal as provided herein shall terminate such right as to any subsequent sale or offers to sell the Premises, except and unless Landlord fails to accept the Offer to Purchase and consummate the transaction described therein, in which case the Right of First Refusal as provided herein shall survive and continue.


232. **Exclusion for Landlord Affiliate Transactions.** Notwithstanding the foregoing to the contrary, the Right of First Refusal shall not apply to (a) any sale or transfer made to (i) a family member of Jerry and Connie Ridley; (ii) an entity that is directly or indirectly owned or controlled by one or more family members of Jerry and Connie Ridley; or (iii) a trust, family partnership, family limited liability company or similar arrangement created by or for the benefit of Landlord, Jerry and Connie Ridley or one or more family members of Jerry and Connie Ridley (collectively, a "Landlord Affiliate"), or (b) a sale or transfer made by Landlord in connection with any estate planning for Jerry and Connie Ridley; provided, however, in any of such events, Landlord shall require that the Ridley Affiliate acquiring the Premises grant Tenant a right of first refusal to acquire the Premises upon substantially the same terms and conditions set forth in Sections 23.1 above with respect to any subsequent sale or transfer of the Premises made by such Ridley Affiliate, other than a subsequent sale or transfer made to another Ridley Affiliate or a transfer made as part of Jerry and Connie Ridley estate planning.

*[Remainder of page intentionally left blank.
Signature page follows immediately.]*

IN WITNESS WHEREOF, Landlord and Tenant, or their authorized representatives,
have signed this Lease on the day and year first above written.

Landlord:

CJM LIMITED PARTNERSHIP,
an Idaho limited partnership

By: 
Name: Donald Mark Ridley
Title: Authorized Partner

Tenant:

RIDLEY'S FAMILY MARKETS, INC.,
a Wyoming corporation

By: 
Name: Donald Mark Ridley
Title: President

EXHIBIT A

The subject property is located at 145 South Plummer Way, Star, Ada County, Idaho 83669. The subject property is further identified by Assessor Parcel Number R6925810080 and R6925810070.

RETAIL ALCOHOL BEVERAGE LICENSE

ADA COUNTY, IDAHO

STATE OF IDAHO

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 145 S. Plummer Way, Star, ID 83669

License valid from January 28, 2021 to May 31, 2022

Beer Bottled or canned, consumed (OFF) premises

000525

Winc

WINE Retail (This is for OFF premises consumption only)

000015

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 28th day of January, 2021

Phil McCann, Clerk

Phil McGraw, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

State of Idaho

Idaho State Police

Cycle Tracking Number: 123119

Premises Number: 1A-30405

Retail Alcohol Beverage License

License Year: 2021

License Number: 30405

This is to certify, that Ridley's Family Markets Inc
doing business as: Ridley's Family Markets
is licensed to sell alcoholic beverages as stated below at:
145 S Plummer Way, Star, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
On-premises consumption	No
Kegs to go	Yes <u>\$20.00</u>
Restaurant	No
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Multipurpose arena	No
Growlers	No
Plaza	No



Signature of Licensee, Corporate Officer, LLC Member or Partner

RIDLEY'S FAMILY MARKETS INC
RIDLEY'S FAMILY MARKETS
621 WASHINGTON STREET SOUTH
TWIN FALLS, ID 83301
Mailing Address

TOTAL FEE: \$170.00

License Valid: 01/13/2021 - 04/30/2021

Expires: 04/30/2021




RIDLFAM-01

CMCNEW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 26480 HUB International Mountain States Limited 157 River Vista Place PO Box 5099 Twin Falls, ID 83303-5099	CONTACT NAME: Carolyn McNew PHONE (A/C, No, Ext): (208) 737-6863 FAX (A/C, No): (866) 912-7584 E-MAIL ADDRESS: carolyn.mcnew@hubinternational.com														
INSURED Ridley's Food Corporation Ridley's Family Markets, Inc. 621 Washington St S Twin Falls, ID 83301	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP1097901	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA1097901	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP1097901	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EWC0482139	4/1/2020	4/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Star
PO Box 130
Star, ID 83669

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE

DATE	INVOICE NUMBER	COMMENTS	AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
1/22/2021	ST2020LIC	STAR ALCOHOL LICENSE	100.00	0.00	100

RECEIVED
JAN 25 2021
CITY OF STAR

Check: 132767 1/22/2021 City of Star Check Total: 100

THIS CHECK IS VOID WITHOUT A RED & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

	RIDLEY'S FAMILY MARKETS INC. 621 Washington St. S. Twin Falls, ID 83301 2083244633	Zions Bank Twin Falls, ID	132767
	<div style="display: flex; justify-content: space-between;"> <div> DATE 1/22/2021 </div> <div> AMOUNT *****100.00* </div> </div>		

*ONE HUNDRED AND XX / 100

<div style="border: 1px solid black; padding: 2px; display: inline-block;"> Pay to the Order of: </div>	City of Star P.O. BOX 130 Star, ID 83669
--	--

Jimmy Ridley

⑈ 132767 ⑈ ⑆ 124000054⑆ 428 00775 1 ⑈



Fire District Certificate of Inspection

Commercial Fire & Life Safety

OCCUPANCY INFORMATION

Authority Having Jurisdiction: <input type="checkbox"/> Middleton Rural Fire District <input checked="" type="checkbox"/> Star Fire Protection District			
Inspection Date: 1/25/2021		Fire Code Official: Islas, Victor	
Inspection Type: <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Re-Inspection <input type="checkbox"/> Annual <input type="checkbox"/> Pre-Plan			
Occupancy/Facility: Ridleys Family Market_ Star			
Address: 145 S. Plumber Way		City: Star	State: Idaho Zip Code: 83669
Phone Number: (208) 207-1010		Email Address:	
Owner Name: Mark Ridley			
Address: 621 Washington St. South		City: Twin Falls	State: Idaho Zip Code: 83301
Phone Number: (208) 320-2070		Email Address:	

INSPECTION SUMMARY

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes, with Conditions	The Occupancy/Facility listed in this document has passed the Fire & Life Safety Inspection for compliance. The Fire Code Officials signature signs off on the inspection and recommends to the City/County/State that occupancy, permits and/or licenses be issued.
<input type="checkbox"/> No	The Occupancy/Facility listed in this document has NOT passed the Fire & Life Safety Inspection for compliance. The Fire Code Officials signature recommends to the City/County/State that permits and/or licenses be NOT issued until all documented violations are corrected.
Comments: 2021 Inspection for Beer Wine, Liquor License Only	
Fire Code Official: <u>Victor Islas</u>	
Date: 1/25/2021	
<input checked="" type="checkbox"/> Emailed	



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

APPLICATION FOR BEER, WINE, LIQUOR LICENSE

Business Name: Raven Golf Services LLC dba River Birch Golf Course
Physical address of license location: 3740 N. Pollard Lane
City: Star State: ID Zip: 83669
Assessor's Parcel Number(s): R8525440021 Zoning District: Star Zoning District
R8525440400

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

Jerry Breau, owner/manager
Clint Travis, owner/manager

Mailing Address: 3740 N. Pollard Lane, Star, ID 83669

Applicant Telephone: 208-286-0801 Fax: _____

Age of applicant(s): Clint 60 years Citizenship: USA
Jerry 74 years

Applicant(s), partners or association members' length of residence in the State of Idaho:

Jerry Breau - 46 years Clint Travis - 50 years

List any convictions of any laws of the State of Idaho, or the United States, or licensing City within three (3) years immediately preceding the date of filing the application, regulating governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages or intoxicating liquors. Within said time has the applicant(s), partners or members suffered the forfeiture of a bond for failure to appear to answer to charges of any such violation? No

List any convictions of any felony, or withheld judgment granted following adjudication of guilty of a felony, or fines paid or sentence completed therefore, within five (5) years from the date of this application: No

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

Yes _____ No ☒ Date Revoked: _____

LICENSE TYPE:	FEES (PER YEAR):	FEE:
Beer consumed on premises	\$200.00	<u>200</u>
Beer consumed off premises	50.00	<u>50</u>
Wine consumed on premises	200.00	<u>200</u>
Wine consumed off premises	50.00	<u>50</u>
Liquor	225.00	<u>225</u>
	Total Fee Due	<u>400</u>



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

All applicants are required to submit the following:

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Liquor License Application	✓
✓	Fees Paid	✓
✓	Copy of any lease agreement if premises to be used are not owned by the applicant(s), partners, or members.	✓
✓	Articles of Incorporation and Bylaws.	
✓	Copy of State of Idaho Alcohol Beverage License.	✓
✓	Copy of Ada County Alcohol Beverage License.	✓
✓	Copy of approval letter from the Star Fire Department.	✓
✓	Copy of floor plan approved by the State of Idaho showing areas in which alcohol will be served.	✓
✓	Proof of Insurance.	✓

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

State of Idaho
County of Ada

Jerry A Breau

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

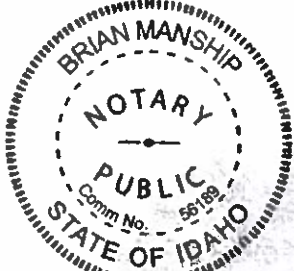
Jerry A Breau

Signature of Applicant

Oct 23, 2020

Date

SUBSCRIBED AND SWORN BEFORE ME this 23 day of October, 20 20



Brian Manship
NOTARY PUBLIC in and for the State of Idaho

Residing: Boise

Expiration date: 05/16/2022

OFFICE USE ONLY

Police Dept. Approval: IV 4316 1/20/21

Fire Dept. Approval: ✓ BN

City Clerk Approval: _____

Council Approval: _____

Star License No: _____

Date License Issued: _____

Raven Golf Services, LLC
At River Birch Golf Course
2626 S Marypost Pl.
Eagle, ID 83616
208-939-6600

First Interstate Bank
83-168/929

6485

Due 12/28/2020
12/23/2020

PAY TO THE
ORDER OF

City of Star

\$ 400⁰⁰

four hundred and no/100

DOLLARS

MEMO

Deanne Chisholm
AUTHORIZED SIGNATURE

⑈006485⑈ ⑈092901683⑈ 82006520⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

Raven Golf Services, LLC / At River Birch Golf Course

6485

RECEIVED
DEC 31 2020
CITY OF STAR

LEASE AGREEMENT

July 20, 2016

THIS LEASE AGREEMENT ("Lease" or "Lease Agreement") is made and entered into by and between Carney Farms, an Idaho general partnership (the "Landlord") and Raven Golf Services, LLC, an Idaho limited liability company ("Tenant").

WITNESSETH:

SECTION 1

1.1. LEASED PREMISES: Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord does lease, exclusively unto Tenant, and Tenant hereby rents and leases from Landlord, the following:

River Birch Golf Facility consisting of 191.18 acres, located at 3740 North Pollard Lane, Star, Idaho, 83669, more particularly described on Exhibit A hereto

hereafter collectively called the "Leased Premises", which term shall include the golf course, club house, driving range, pumps, cart building, maintenance building, equipment specified in Exhibit B, and all other improvements now or hereafter located upon the above described land. Such buildings and improvements which are now or may hereafter be a part of the Leased Premises are sometimes hereinafter collectively called the "Improvements". For the avoidance of any doubt, the term "Improvements" shall include any Anticipated Improvements (as such term is defined below) constructed by Tenant.

1.2 ANTICIPATED IMPROVMENTS: Subsequent to the Commencement Date (as such term is defined below), Tenant intends to construct certain improvements on the real property described. Prior to construction of an Anticipated Improvement, Tenant shall furnish Landlord with complete plans and specifications for the Anticipated Improvement. Tenant agrees that it will not proceed with such Anticipated Improvement without having obtained written consent from Landlord to do so, and until (5) days from the receipt of such consent, in order that Landlord may post appropriate notices to avoid any liability to contractors, laborers, materialmen or suppliers for payment for such improvement. Subsequent to obtaining Landlord's written consent and prior to commencement of construction of an Anticipated Improvement, Tenant shall deliver to Landlord a copy of the building permit. Tenant will at all times permit such notices to be posted and to remain posted until the completion of work. Tenant shall, if required by Landlord, secure at Tenant's own cost and expense, a completion and lien indemnity bond, satisfactory to Landlord, for such work. Tenant further covenants and agrees that any mechanic's lien, stop notice or other lien filed against the an Anticipated Improvement for work claimed to have been done for, or materials claimed to have been furnished to Tenant, will be discharged by Tenant, by bond or otherwise, within ten (10) days after the filing thereof, at the sole cost and expense of Tenant. Any exceptions to the foregoing must be made in writing and executed by both

Landlord and Tenant.

Tenant agrees on the last day of the Term (as such term is defined below), or on the sooner termination of this Lease, to surrender any Anticipated Improvements promptly and peaceably to Landlord in at least as good condition and repair as when Tenant commenced occupancy of such and otherwise in accordance with the Section 2.4 below; *provided, however*, that Landlord shall reimburse Tenant for the costs to construct any Anticipated Improvements as follows:

Termination of Lease within one (1) year of completion of Anticipated Improvement	Seventy-five percent (75%) of cost of Anticipated Improvement
Termination of Lease between one (1) year and two (2) years of completion of Anticipated Improvement	Fifty percent (50%) of cost of Anticipated Improvement
Termination of Lease between two (2) years and three (3) years of completion of Anticipated Improvement	Twenty-five percent (25%) of cost of Anticipated Improvement
Termination of Lease after three (3) years of completion of Anticipated Improvement	No reimbursement for cost of Anticipated Improvement

1.3 USE: The Leased Premises may be used and occupied by Tenant for a golf course and driving range and all activities incident thereto. Tenant shall not occupy or use the Leased Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purpose that is unlawful or disreputable.

SECTION 2

2.1. TERM: Subject to earlier termination as set forth herein, the term of this Lease (the "Term") shall commence on July 20, 2016 (the "Commencement Date") and end on December 31, 2022.

2.2. EARLY TERMINATION: Either party may terminate elect to terminate this Lease prior to the expiration of the Term by providing the other party one (1) year written notice of such termination; *provided, however*, that no such voluntary termination of this Lease shall occur prior to December 31, 2018.

2.3. DEVELOPMENT: Landlord shall have the option upon one (1) year written notice to Tenant to terminate this Lease as it relates to those parcels outlined and depicted as "Parcel A," "Parcel B," and "Parcel C" on Exhibit C attached hereto (collectively, the "Development Parcels," an each, a "Development Parcel"). Upon termination of this Lease

under this Section 2.3 with respect to a Development Parcel, Landlord shall be entitled to immediate and full possession of such parcel(s), and may develop such parcel(s) as it desires, without interference or objection from Tenant. The termination of this Lease under this Section 2.3 with respect to a Development Parcel shall not affect the continuing application of the provisions of this Lease to the remaining portions of the Leased Premises.

2.4. ACCEPTANCE AND SURRENDER OF PREMISES: Landlord represents and warrants to Tenant that, as of the date of delivery of possession, the Improvements and all systems serving the Improvements shall be in good operating order, condition, and repair. By entry hereunder, Tenant accepts the Improvements as being in good and sanitary order, condition and repair and accepts the buildings, golf course and pumps in their condition on the date of occupancy and without representation or warranty by Landlord as to their condition. Tenant agrees on the last day of the Term, or on the sooner termination of this Lease, to surrender the Improvements promptly and peaceably to Landlord in at least as good condition and repair as when Tenant commenced occupancy of the Improvements and in accordance with the standards set forth below.

Any alterations, additions, or improvements made in, to, or on the Improvements shall be removed at Tenant's sole expense prior to termination of the Lease Term except that Tenant shall ascertain from Landlord not less than thirty (30) days before the end of the Term whether Landlord desires to have the Improvements or any part or parts thereof restored to their condition and configuration as when the Improvements were delivered to Tenant and if Landlord shall so desire, then Tenant shall restore (including repairing any damage caused during the Lease Term or by the removal of Tenant's personal property or trade fixtures) said Improvements or such part or parts before the end of this Lease at Tenant's sole cost and expense. Tenant, on or before the end of the Term or sooner termination of this Lease, shall remove all of Tenant's personal property and trade fixtures from the Improvements, and all property not so removed on or before the end of the Term or sooner termination of this Lease shall be deemed abandoned by Tenant and title to same shall thereupon pass to Landlord without compensation to Tenant. Landlord may, upon termination of this Lease, remove all moveable furniture and equipment so abandoned by Tenant, at Tenant's sole cost, and repair any damage caused by such removal at Tenant's sole cost. If the Improvements are not surrendered at the end of the term or sooner termination of this Lease, Tenant shall be treated as a month to month tenancy. Tenant agrees to indemnify, defend and hold Landlord harmless against loss or liability resulting from the delay by Tenant in so surrendering the Improvements including, without limitation, any claims made by any succeeding Owner or Tenant founded on such delay. Nothing contained herein shall be construed as an extension of the Term hereof or as consent of Landlord to any holding over by Tenant. The voluntary or other surrender of this Lease or the Improvements by Tenant or a mutual cancellation of this Lease shall not work as a merger and, at the option of Landlord, shall either terminate all or any existing subleases or sub tenancies or operate as an assignment to Landlord of all or any such subleases or sub tenancies.

SECTION 3

3.1. RENTAL: As consideration for the use and occupancy of, and as rental for, the Leased Premises, Tenant promises and agrees to pay Landlord, while this Lease remains

in force and effect during the Term hereof, a monthly rental as follows:

July 20, 2016 to Dec. 31, 2016	Eleven percent (11%) of gross income
Jan 01, 2017 to Dec. 31, 2017	Twelve percent (12%) of gross income
Jan 01, 2018 to Dec. 31, 2018	Twelve percent (12%) of gross income
Jan 01, 2019 to Dec. 31, 2019	Thirteen percent (13%) of gross income
Jan 01, 2020 to Dec. 31, 2020	Fourteen percent (14%) of gross income
Jan 01, 2021 to Dec. 31, 2021	Fourteen percent (14%) of gross income
Jan 01, 2022 to Dec. 31, 2022	Fifteen percent (15%) of gross income

The rental shall be payable quarterly on April 15, July 15, October 15, and January 15, for the proceeding three month period, by Tenant without demand, during the Term hereof. Such first quarterly rental payment shall be due and payable on October 15, 2016, and succeeding quarterly payments per the above schedule.

3.2. PLACE OF PAYMENT: Tenant shall pay all rental and other sums payable by Tenant to Landlord pursuant to the terms hereof to Landlord at 2809 E. 550 S., Paul, ID 83347.

SECTION 4

4.1. LANDLORD'S MAINTENANCE: Landlord shall keep and maintain in good repair the structural roof, walls (including structural portions of the Improvements) and foundation of the Improvements, except for any damage requiring maintenance which is caused by the negligence or willful misconduct of Tenant, its employees, contractors or agents.

4.2. TENANT'S MAINTENANCE: Tenant shall at all times keep the Improvements in good order, condition and repair, including periodic painting of the interior of the Improvements and repair, replacement and maintenance of the heating, air conditioning and HVAC systems that serve the Premises exclusively. Tenant shall contract with an independent contractor for periodic maintenance of all heating, air conditioning and HVAC systems. Tenant shall furnish Landlord with a copy of each such maintenance contract. Tenant's duty to maintain and repair includes, but is not limited to (i) the maintaining, repairing and/or replacement, if required, of all portions of the Improvements and/or the mechanical equipment or facilities which exclusively service the Improvements; (ii) the maintaining of the exterior and interior of the building, entrances, doors and windows; (iii) the interior walls; (iv) all utility meters, fixtures, equipment, heating and air conditioning equipment and systems; (v) lighting and electrical and plumbing facilities and fixtures; (vi) floor covering, ceilings and all other interior portions of the Improvements; and (vii) Tenant's maintenance and repair responsibilities herein referred to include, but are not limited to, janitorial service, window, window frames, plate glass and glazing, plumbing systems (such as water and drain lines, sinks, toilets, faucets, drains, showers and water fountains), electrical systems (such as panel, conduits, outlets, lighting fixtures, lamps, bulbs, tubes and ballasts and windows. Any replacements made by Tenant hereunder shall be of like or better quality than existed at the Commencement Date of this Lease. Tenant shall take good care of the Improvements and shall reimburse Landlord for any repairs thereto or to the Improvements which are

necessitated by the misuse or negligence of Tenant, or Tenant's employees, agents, contractors, licensees or invitees.

4.3. LANDLORD IMPROVEMENTS: The Leased Premises shall be leased in an "As Is" condition.

4.4. RIGHT OF ENTRY: Landlord or Landlord's representative shall have the right during Tenant's business hours and upon at least twenty-four (24) hours prior written notice to Tenant during the Term of this Lease to enter upon any part of the Leased Premises for the purpose of determining whether the conditions and covenants contained in this Lease are being kept and performed. Landlord shall not disturb the conduct of Tenant's business on the Leased Premises in the exercise of such right of entry.

4.5. UTILITIES, SUPPLIES: Tenant shall pay all costs of water, gas, electricity, air conditioning, telephone and all other utilities used by Tenant on the Leased Premises. Tenant shall also furnish all janitorial services, security services and supplies required or used on the Leased Premises.

4.6. COMPLIANCE WITH LAW: Tenant shall promptly execute, fulfill and comply with all valid laws, rules and regulations made by any competent governmental authority which are applicable to the use of the Leased Premises by Tenant.

SECTION 5

5.1. ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Lease or sublet the Leased Premises, without the prior written consent of Landlord, which consent may be given or withheld in the Landlord's sole discretion.

SECTION 6

6.1. FIRE AND CASUALTY DAMAGE: In the event the Improvements are wholly or partially damaged or destroyed by fire, storm, tornado, or other casualty, Tenant shall give notice of such event to Landlord. In the event of the total destruction of the Improvements, or if such casualty materially affects Tenant's ability to conduct business from the Leased Premises, then Tenant shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days after the occurrence of the casualty.

Except as hereinafter provided, the failure of Tenant to give such written notice within thirty (30) days after the occurrence of the casualty shall be deemed a waiver by Tenant of its right to terminate this Lease by reason of such casualty. Within a reasonable time after the date on which Tenant elects (or is deemed to have elected) not to terminate the Lease by reason of the casualty, the Landlord shall, in its sole discretion, have the option to apply all or part of any insurance proceeds to the restoration of the Improvements to substantially the condition in which they were immediately prior to the happening of the casualty; *provided, however,* Landlord's responsibility with respect to such rebuilding or repairing shall be limited to the amount of the insurance proceeds actually made available to Landlord for such rebuilding or repairing. In the event that the rebuilding or repairing costs are in excess of the

insurance proceeds available for rebuilding or repairing, or in the event of an uninsured casualty, then if neither party agrees to pay the excess, either party may terminate this Lease upon written notice to the other party.

If Landlord fails to commence such rebuilding or repairing within a reasonable time after notice of the occurrence of the damage or destruction or thereafter fails to complete the same within ninety (90) days after commencing such work, then at the option of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days prior written notice given to Landlord given on or after the expiration of such ninety (90) day period, unless Landlord completes, or is diligently prosecuting completion of, such repair within such thirty (30) day period in which event this Lease shall continue. The rental payable hereunder shall abate in proportion to the extent to which such damage renders the Leased Premises untenable or unsuitable for the purposes for which the Leased Premises are hereby leased; and if such damage is so extensive as to render the Leased Premises completely untenable or unsuitable for such purposes, the rent shall completely cease and abate until Landlord has repaired or restored the Improvements as provided herein.

SECTION 7

7.1. DEFAULT: The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of the rent or any other sums due hereunder, upon the expiration of ten (10) days after written notice from the date due.

(b) Tenant shall fail to comply with any non-monetary term, provision, or covenant of this Lease, upon the expiration of thirty (30) days after written notice from Landlord, provided that in the event that the default is of such a nature that it is capable of being cured but cannot reasonably be cured within such thirty (30) day period, then no default shall be deemed to have occurred if Tenant commences to cure the default within such thirty (30) day period and thereafter pursues the cure with reasonable diligence.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder and such adjudication shall not be vacated or set aside or stayed sixty (60) days after entry of such adjudication. This Lease is and shall be construed as a lease of "nonresidential real property" as such term is used in Sections 365(d)(3) & (4) of the Bankruptcy Code.

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and that receivership shall not be terminated or stayed within sixty (60) days after such appointment.

7.2. REMEDIES: Upon the occurrence of any event of default specified in Section 7.1 above, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for default hereunder or arrearages in rent, enter upon and take possession of the Leased Premises.

(b) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom (using such force as may be reasonably necessary) without having terminated this Lease, without being deemed guilty of any manner of trespass and without prejudice to any other remedy which it may have for default hereunder or arrearages in rent.

In the event Landlord elects to terminate this Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, as rent, the sum of all rent and other indebtedness accrued to the date of such termination.

In the event that Landlord elects to repossess the Leased Premises without terminating this Lease, then Tenant shall be liable for and shall pay to Landlord all rent and other indebtedness accrued to the date of such repossession, and Landlord, its agent or attorney, may at its option (but without any obligation), relet the same for the remainder of the Term at the best rent Landlord, its agent or attorney, may obtain, for the account of Tenant, who shall make good the deficiency. If Landlord fails to relet the Leased Premises after repossessing the Leased Premises without terminating this Lease, Tenant shall pay to Landlord as damages a sum or sums equal to (i) the amount of rental reserved under this Lease for the remainder of the Term hereof as and when same become due under the terms hereof, (ii) the unpaid rent earned at the time of repossession, and (iii) the reasonable costs incurred by Landlord in recovering the Leased Premises (including reasonable attorneys' fees and court costs). Actions to collect amounts due by Tenant may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the lease Term.

7.3. ATTORNEYS' FEES: If, on account of breach or default by either party in the performance of any of such party's obligations hereunder, it shall become necessary for either party to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, then any reasonable amounts incurred by the prevailing party as attorneys' fees, court costs and expenses of litigation shall be paid by the other party.

SECTION 8

8.1. TAXES: Tenant shall pay all real property and other taxes which accrue against the Leased Premises during the Term of this Lease, and all taxes and assessments of every kind or character levied, assessed or imposed upon or against any and all personal property of Tenant now or hereafter placed by Tenant in or upon the Leased Premises. Any

payment of taxes by Tenant with respect to the Leased Premises for the real estate tax year in which this Lease commences and/or terminates shall be prorated between the parties such that Tenant shall only be obligated to pay the portion of such taxes and/or assessments which are attributable to the portion of the real estate tax year included within the Term of this Lease.

If Tenant shall fail to pay any of such taxes or assessments before the same become delinquent, or fails to notify Landlord of Tenant's intention to contest the same prior to such delinquency and deposits with Landlord or in a separate escrow account for Landlord's benefit the amount not so paid (plus Tenant's good faith estimate of potential penalties and interest) prior to such delinquency, Landlord may, at Landlord's election, pay such taxes or assessments with any interest and penalties due thereon, and the amount so paid by Landlord shall constitute additional rent due from Tenant on demand, together with interest thereon at the highest maximum rate permitted by applicable law from the date of such payment by Landlord until repaid by Tenant.

If Tenant in good faith desires to protest or contest the validity or amount of any tax or assessment, Tenant shall notify Landlord in writing of its intention to do so prior to the date on which any such tax or assessment would become delinquent, and thereupon Tenant may defer payment of any such tax or assessment so long as the validity or amount thereof shall be protested or contested by Tenant in good faith and by appropriate proceedings; it being understood that the entire expense of any such protest or contest by Tenant shall be borne solely by Tenant, which, likewise, shall be solely liable for all interest, penalties, or other charges of any type imposed as a result of any such protest or contest. Further, Tenant shall promptly furnish Landlord with copies of all proceedings respecting such contest and if any foreclosure proceeding is begun and not stayed or enjoined by Tenant at least thirty (30) days prior to the consummation thereof, Tenant shall immediately pay all sums claimed to be due. In no event shall Landlord have any obligation to pay any such tax or assessment while the same is being contested by Tenant.

8.2. PROPERTY INSURANCE: Tenant shall maintain a policy or policies of insurance issued by and binding upon an Insurance company with an A.M. best rating of no less than A authorized to do business in the state where the Leased Premises are located, insuring the Leased Premises against loss or damage by fire, explosion and other hazards normally covered by property owners in the area/ where the Leased Premises are located, which shall name Landlord and Tenant as named insureds as their interests may appear. Such policy or policies shall be in amounts sufficient to provide coverage for the full insurable value of the Improvements and any replacements or substitutions therefor. Tenant will also furnish Landlord a certificate or certificates of the insurance carrier or carriers showing that such insurance is in full force and effect and certifying that same will not be cancelled without at least ten (10) days' advance written notice to Landlord. Tenant agrees to cause any mortgagee of Landlord of which Tenant has notice to be named on such policy or policies as a mortgagee, as its interests may appear. Tenant may carry such insurance as part of a blanket policy or policies covering the Leased Premises as well as other locations owned or leased by Tenant

8.3. LIABILITY INSURANCE: Tenant, at Tenant's expense, agrees to keep in force during the Term of this Lease a policy of comprehensive general liability insurance

for bodily injury, personal injury, and property damage (including loss of use of property occurring in or arising out of the use of occupancy of the Leased Premises including parking and landscaped areas in the amount of One Million Dollars (\$1,000,000) per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers and other relevant factors. Such insurance shall be primary and non-contributing as respects any insurance carried by Landlord. The policy or policies effecting such insurance shall name Landlord as a named insured (Form CG 2011-1/96), and shall insure any liability of Landlord, contingent or otherwise, as respects acts or omissions of Tenant, its agents, employees or invitees or otherwise by any conduct or transactions of any of said persons in or about or concerning the Leased Premises including any failure of Tenant to observe or perform any of its obligations hereunder; shall be issued by an insurance company admitted to transact business in the State of Idaho; and shall provide that the insurance effected thereby shall not be canceled or reduced, except upon thirty (30) days prior written notice to Landlord. The phrases, "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or its representative" are unacceptable. A certificate of insurance shall be delivered to Landlord within ten (10) days after the Commencement Date. Tenant shall provide Landlord with evidence of renewal of insurance as appropriate within ten (10) days of the expiration of the underlying policy. If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time frame or if any policy is canceled or modified during the Lease term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord the cost of such insurance within fifteen (15) days after receipt of a statement which indicates the cost of such insurance. Lessee must place insurance with a company maintaining a current A.M. Best's rating of no less than A.

8.4. WAIVER OF SUBROGATION: Insofar as and to the extent that this section may be effective without invalidating or making it impossible to secure insurance coverage as provided in this Lease from responsible insurance companies doing business in the state where the Leased Premises are located, Landlord and Tenant hereby expressly waive any cause of action or right of recovery which either may have hereafter against the other for any loss or damage to the Leased Premises or the equipment, fixtures, furniture, business records, inventory or any other personal property belonging to either, caused by fire, explosion or other risk covered by the property policy required to be carried by Tenant pursuant to Section 8.2 hereof, and each party hereto shall obtain a waiver from any insurance carrier with which it carries fire insurance and/or extended coverage insurance covering the Leased Premises, or the contents thereof belonging to either, releasing its subrogation rights as against the other party.

SECTION 9

9.1. CONDEMNATION: If during the Term hereof, all or substantially all of the Leased Premises shall be taken in any condemnation or eminent domain proceedings, this Lease shall thereupon terminate. In such event the obligation to pay rent and the Tenant's right of possession hereunder shall terminate on the date of such taking. Any rent paid in advance shall be apportioned as of the date of such taking and Tenant's portion thereof shall

be refunded to Tenant.

If so much of the Improvements and/or land is taken so as to materially affect the operation of Tenant's business from the Leased Premises then Tenant shall have the option to terminate this Lease as of the date of ouster by giving written notice of termination within fifteen (15) days after Tenant has been ousted from possession of such part, whereupon this Lease shall be of no further force or effect, and Landlord and Tenant shall be relieved of any obligations or liabilities hereunder as of said date of ouster except with respect to the obligations, liabilities, and rights of the parties herein which are either specifically stated, or otherwise intended, to survive the termination or early expiration hereof.

If this Lease is not terminated pursuant to the foregoing provisions, Landlord shall, in its sole discretion, have the option to promptly make such repairs and alterations as may be necessary to restore those portions of the Improvements not taken to complete Improvements suitable for the uses and purposes for which said Improvements and the Leased Premises are then being utilized by Tenant; *provided, however*, Landlord's responsibility with respect to such repairs and alterations shall be limited to the amount of the damages for any such condemnation actually made available to Landlord. In the event that the rebuilding or repairing costs are in excess of the condemnation proceeds available for rebuilding or repairing, then if neither party agrees to pay the excess, either party may terminate this Lease upon written notice to the other party.

If Landlord fails to commence such rebuilding or repairing within a reasonable time after notice of the occurrence of the damage or destruction or thereafter fails to complete the same within ninety (90) days after the date of ouster of Tenant from possession then Tenant may terminate the Lease upon thirty (30) days written notice to Landlord on or after the expiration of such ninety (90) day period, unless Landlord completes, or is diligently prosecuting completion of, such repair within such thirty (30) day period in which event this Lease shall continue.

Landlord shall not be required to repair or rebuild any property or improvements constructed by Tenant or belonging to Tenant on the Leased Premises. In the event this Lease is not terminated, the Tenant's right of possession as to the portion so taken shall terminate on the date of such taking, and the rental payable hereunder shall be reduced by a just and proportionate amount to be agreed to by Landlord and Tenant, taking into consideration the amount of land and usable space in the Improvements remaining after any such taking; but if so much of the Leased Premises are taken as to render the Leased Premises untenable or unsuitable for the purposes for which they are hereby leased, and Tenant does not exercise its option to terminate this Lease as provided herein, all rental payments shall be abated until the date of completion by Landlord of such repairs and alterations.

9.2. CONDEMNATION AWARD: All damages for any condemnation of all or any part of the Leased Premises shall belong to the Landlord. Tenant, however, shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any

cost or loss which Tenant might incur in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, for Tenant's moving expenses and for the loss of the leasehold interest of Tenant hereunder.

SECTION 10

10.1. POSSESSION: Subject to the terms hereof, including paying the rents herein provided for and performing all of its covenants and agreements herein contained, Tenant shall have full possession of the Leased Premises as of the Commencement Date.

SECTION 11

11.1. ALTERATIONS AND ADDITIONS: Tenant shall not make, or suffer to be made, any alteration or addition to the Improvements, or any part thereof, without the written consent of Landlord first had and obtained by Tenant. Landlord agrees that such consent shall not be unreasonably withheld. However, Landlord may withhold its consent in its sole discretion. Tenant shall furnish complete plans and specifications for the desired alterations. Tenant agrees that it will not proceed to make such alteration or additions, without having obtained written consent from Landlord to do so, and until (5) days from the receipt of such consent, in order that Landlord may post appropriate notices to avoid any liability to contractors, laborers, materialmen or suppliers for payment for Tenant's improvements. Subsequent to obtaining Landlord's written consent and prior to commencement of construction of the alterations, Tenant shall deliver to Landlord a copy of the building permit. Tenant will at all times permit such notices to be posted and to remain posted until the completion of work. Tenant shall, if required by Landlord, secure at Tenant's own cost and expense, a completion and lien indemnity bond, satisfactory to Landlord, for such work. Tenant further covenants and agrees that any mechanic's lien, stop notice or other lien filed against the Improvements for work claimed to have been done for, or materials claimed to have been furnished to Tenant, will be discharged by Tenant, by bond or otherwise, within ten (10) days after the filing thereof, at the sole cost and expense of Tenant. Any exceptions to the foregoing must be made in writing and executed by both Landlord and Tenant.

11.2. ACCESS TO LEASED PREMISES: At any time after 90 days prior to expiration or termination of the Term hereunder, or prior to the termination of this Lease with respect to a Development Parcel as set forth in Section 2.3, Tenant agrees to permit Landlord and its agents, employees or other representatives to show the Leased Premises or parcel(s), as applicable, to persons wishing to rent or purchase the same, and Tenant agrees that during such time Landlord or its agents, employees or other representatives shall have the right to place notice on the front of the Leased Premises or parcel(s), as applicable, or any part thereof, offering such premises for rent or for sale. Tenant hereby agrees to permit the foregoing notice to remain thereon without hindrance or molestation by Tenant; provided, however, that such access and signage shall not unreasonably interfere with Tenant's use and enjoyment of the Leased Premises.

SECTION 12

12.1. TRANSFER BY LANDLORD: Landlord shall have the right to transfer and

assign, in whole or in part, all of its rights and obligations hereunder in the Leased Premises, including this Lease, provided that the assignee assumes in writing Landlord's obligations hereunder.

SECTION 13

13.1. WATER RIGHTS: Landlord has water rights in excess of the amount of water required to operate the golf course. Landlord shall retain the excess water rights and may sell or Lease said excess said water rights at its sole discretion.

SECTION 14

14.1. NOTICE: Any notice, communication, request, reply or advice (hereinafter severally and collectively, for convenience, called "notice") in this instrument provided or permitted to be given, made or accepted by either party to the other must be in writing and may, unless otherwise in this instrument expressly provided, be given or be served by depositing the same in the United States Mail, postpaid and in registered or certified form and addressed to the party to be notified, with return receipt requested. Notice given in such a manner shall be deemed to be effective when deposited in the United States Mail. Notice given in any other manner shall be effective only if and when received by the party to be notified. Notices shall be addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addressor):

If to Landlord, to: Carney's River Birch
 2809 E. 550 S.
 Paul, ID 83374

If to Tenant, to: Jerry Breaux
 700 Palmetto Dr.
 Eagle, ID. 83616

Clint Travis
808 E Cloverhill Ct
Eagle, ID 83616

SECTION 15

15.1 ESTOPPEL CERTIFICATES: Within fifteen (15) days after the request of either party hereto, the other party agrees to execute an estoppel certificate or other agreement certifying to the requesting party such facts regarding this Lease as the requesting party may reasonably request.

15.2 SUBORDINATION AND ATTORNMENT: Subject to and expressly conditioned upon the execution and delivery by any mortgagee and/or beneficiary of any

mortgage or deed of trust covering the Leased Premises (hereinafter referred to as "Mortgagee") to Tenant of a non-disturbance and attornment agreement in the form described below, Tenant agrees to subordinate this Lease to any such mortgage or deed of trust which may now or hereafter encumber all or any portion of the Leased Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. In the event that any such Mortgagee fails or refuses to deliver such non-disturbance and attornment agreement to Tenant then this Lease shall be and remain prior and superior to such mortgage or deed of trust until such time as such Mortgagee executes and delivers to Tenant a non-disturbance and attornment agreement in the form provided for herein. Subject to and strictly conditioned upon the execution and delivery to Tenant of such non-disturbance and attornment agreement as aforesaid, Tenant agrees, at Landlord's request, to execute and return to Landlord an appropriate certificate or instrument evidencing and confirming such subordination within five (5) business days after receipt of same from Landlord. The above described non-disturbance and attornment agreement shall be in form and content reasonably acceptable to Mortgagee and Tenant and shall provide that in the event of the enforcement by the trustee or the beneficiary under any such mortgage or deed of trust of the remedies provided for by law or by such mortgage or deed of trust, Tenant will attorn to and become the tenant of any person or party succeeding to the interest of Landlord as a result of such enforcement without change in the terms or provisions of this Lease and shall additionally provide that such successor in interest shall not under any circumstances disturb Tenant's possession of the Leased Premises under this Lease so long as Tenant performs its obligations hereunder. Such non-disturbance and attornment agreement shall provide that in no event shall such Mortgagee be liable for (i) any rent paid more than one (1) month in advance (except to the extent that advance rental, if any, is payable pursuant to this Lease), (ii) any obligations or default by Landlord accruing or occurring prior to the date of foreclosure by the Mortgagee or the date that the Mortgagee otherwise obtains possession of the Leased Premises, except to the extent that such obligations or default is non-monetary and is continuing at such date, and (iii) any modification, amendment or change in this Lease without the written consent of Mortgagee.

SECTION 16

16.1 LANDLORD'S INDEMNIFICATION OF TENANT: Landlord covenants and agrees that Landlord shall indemnify, defend, and hold Tenant harmless from and against all claims, demands, penalties, losses, expenses (including reasonable attorneys' fees, expenses of investigation and litigation, and court costs), and liabilities for any injury or death or damage to persons or property, firms, corporations or property suffered, sustained or incurred on or about the Leased Premises prior to the Commencement Date or during the Term to the extent that same may relate to or result from (i) the negligent acts and/or omissions of Landlord; or (ii) the condition of the roof, walls (including structural portions of the Improvements) and foundation of the Improvements, except for any damage requiring maintenance which is caused by the negligence or willful misconduct of Tenant, its employees, contractors or agents. In case of any action or proceeding on any such claim or demand being brought against the Tenant, the Landlord, upon notice from the Tenant, covenants to control the defense of such action or proceeding, but if Landlord refuses to do so, Landlord shall reimburse the Tenant for all reasonable costs (including reasonable attorneys' fees, expenses of investigation and litigation, and court costs) which the Tenant

may incur in so doing.

16.2 TENANT'S INDEMNIFICATION OF LANDLORD: Tenant covenants and agrees that Tenant shall indemnify, defend, and hold Landlord harmless from and against all claims, demands, penalties, losses, expenses (including reasonable attorneys' fees, expenses of investigation and litigation, and court costs), and liabilities for any injury or death or damage to persons or property, firms, corporations or property suffered, sustained or incurred on or about the Leased Premises during the Term to the extent that same directly relate to, result from, or arise out of the negligent acts and/or omissions of tenant. Tenant shall not indemnify Landlord from claims, demands, penalties or liabilities to the extent that same may result from the condition of the roof, walls (including structural portions of the Improvements) and foundation of the Improvements, except for any damage requiring maintenance which is caused by the negligence or willful misconduct of Tenant, its employees, contractors or agents. In case of any action or proceeding on any such claim or demand being brought against the Landlord, the Tenant, upon notice from the Landlord, covenants to control the defense of such action or proceeding, but if Tenant refuses to do so, Tenant shall reimburse the Landlord for all reasonable costs (including reasonable attorneys' fees, expenses of investigation and litigation, and court costs) which the Landlord may incur in so doing.

16.3 LANDLORD'S REPRESENTATION, WARRANTIES. Landlord represents and warrants to Tenant that:

(a) To Landlord's knowledge, no material spill, deposit, emission, leakage or other release of Hazardous Substances (hereinafter defined) on the Leased Premises or the soil, surface water or groundwater thereof occurred prior to the Commencement Date. Landlord shall be responsible to promptly and completely clean up any such material release caused by Landlord, its officers, employees, agents, contractors, prior tenants and invitees as shall have occurred on the Leased Premises prior to the Commencement Date.

(b) Landlord shall, at its sole cost and expense, promptly respond to and clean up any material release or threatened release which occurred prior to the Commencement Date of any Hazardous Substance into the drainage systems, soil, surface water, groundwater, or atmosphere, in a safe manner, in accordance in all material respects with Applicable Law (as hereinafter defined), and as authorized or approved by all federal, state, and/or local agencies having authority to regulate the permitting, handling and clean up of Hazardous Substances.

(c) To Landlord's knowledge, prior to the Commencement Date, neither Landlord nor its prior tenants used, stored, generated, treated, transported, or disposed of any Hazardous Substance on the Leased Premises, other than those substances and in such amounts used in the ordinary course of business and all in compliance in all material respects with Applicable Law.

16.4 TENANT'S REPRESENTATION, WARRANTIES AND COVENANTS

CONCERNING THE USE OF HAZARDOUS SUBSTANCES/PERIODIC NOTICE:

(a) No material spill, deposit, emission, leakage or other release of Hazardous Substances on the Leased Premises or the soil, surface water or groundwater thereof caused by Tenant, its officers, employees, agents, contractors, and invitees during the Term shall be deemed to be normal wear and tear. Tenant shall be responsible to promptly and completely clean up any such material release caused by Tenant, its officers, employees, agents, contractors, and invitees as shall occur on the Leased Premises during the Term and shall surrender the Leased Premises free of any material contamination or other damage caused by such occurrences during the Term.

(b) Tenant shall not use, store, generate, treat, transport, or dispose of any Hazardous Substance on the Leased Premises, other than those substances and in such amounts used in the ordinary course of business and all in compliance in all material respects with applicable law.

16.5 LANDLORD INDEMNITY:

(a) Landlord covenants and agrees to indemnify, defend and hold harmless Tenant from and against any suits, actions, legal or administrative proceedings, penalties, losses, injuries, demands, claims, liabilities, fines, damages, expenses or costs (including interest, reasonable attorneys' fees, expenses of investigation and litigation, and court costs) incurred by, claimed or assessed against Tenant under any laws, rules, regulations, including, without limitation, Applicable Laws (as hereinafter defined), in any way connected with any injury to any person or damage to any property or any loss to Tenant occasioned in any way by Hazardous Substances on the Leased Premises prior to the Commencement Date.

(b) This indemnity specifically includes the direct obligation of Landlord to perform any remedial or other activities required, ordered or recommended of Landlord or as a result of Landlord's conduct, by any agency, government official or third party, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of pollution, however it came to be located thereon (the "Remedial Work"). Landlord shall perform all such work in its own name in accordance with Applicable Laws.

(c) Without waiving its rights hereunder, Tenant may, at its option, perform such Remedial Work as described above, and thereafter seek reimbursement for the costs thereof, but only after written notice to Landlord and Landlord's failure or refusal to perform Remedial Work in the manner required herein. Whenever Tenant has incurred costs described in this Section 16.5, Landlord shall, within ten (10) days of receipt of notice thereof, reimburse Tenant for all such expenses.

(d) Without limiting its obligations under any other section of this Agreement, Landlord shall be responsible solely and completely for responding to and complying with any administrative notice, order, request or demand, or any third party

claim or demand relating to potential or actual contamination on the Leased Premises caused prior to the Commencement Date. The responsibility conferred under this Section 16.5 includes but is not limited to responding to such orders on behalf of Tenant and defending against any assertion of Tenant's financial responsibility or individual duty to perform under such orders.

16.6 TENANT INDEMNITY:

(a) Tenant covenants and agrees to indemnify, defend and hold harmless Landlord from and against any suits, actions, legal or administrative proceedings, penalties, losses, injuries, demands, claims, liabilities, fines, damages, expenses or costs, (including interest, reasonable attorneys' fees, expenses of investigation and litigation, and court costs) incurred by, claimed or assessed against Landlord under any laws, rules, regulations, including, without limitation, Applicable Laws, in any way connected with any injury to any person or damage to any property or any loss to Landlord occasioned in any way by Hazardous Substances on the Leased Premises directly related to any act or omission of Tenant during the Term, except to the extent Landlord has discharged such Hazardous Substances. In no event shall Tenant be responsible for any Hazardous Substances on the Leased Premises caused by Landlord or its representatives, or occurring from other property.

(b) This indemnity specifically includes the direct obligation of Tenant to perform Remedial Work. Tenant shall perform all such work in its own name in accordance with Applicable Laws.

(c) Without waiving its rights hereunder, Landlord may, at its option, perform such Remedial Work as described above, and thereafter seek reimbursement for the costs thereof, in which case Tenant shall permit Landlord access to the Leased Premises to perform such remedial activities, but only after written notice to Tenant and Tenant's failure or refusal to perform Remedial Work in the manner required herein. Whenever Landlord has incurred costs described in this Section 16.6 Tenant shall, within ten (10) days of receipt of notice thereof, reimburse Landlord for all such expenses.

(d) Without limiting its obligations under any other section of this Agreement, Tenant shall be responsible solely and completely for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination on the Leased Premises caused by Tenant's operations. The responsibility conferred under this Section 16.6 includes but is not limited to responding to such orders on behalf of Landlord and defending against any assertion of Landlord's financial responsibility or individual duty to perform under such orders.

16.7 ENVIRONMENTAL DEFINITIONS:

(a) "Hazardous Substance(s)" shall mean any substance which at any time during the Term or at any time thereafter shall be listed as "hazardous" or "toxic" under

any Applicable Laws, or which has been or shall be determined at any time by any agency or court during the Term or at any time thereafter to be a hazardous or toxic substance regulated under any other Applicable Laws.

(b) "Applicable Law(s)" shall include, but shall not be limited to the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, RCRA, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended, and the regulations promulgated thereunder, and any other federal, state and/or local laws or regulations, whether enacted or promulgated, that currently in existence or hereafter govern or relate to:

(c) The existence, cleanup and/or remedy of contamination of property;

(i) The protection of the environment from spilled, deposited or otherwise placed contamination;

(ii) The control of hazardous or toxic substances or wastes; or

(iii) The use, generation, discharge, transportation, treatment, removal or recovery of hazardous or toxic substances or wastes, including building materials.

SECTION 17

17.1 ENTIRE CONTRACT: This Lease Agreement embodies the entire contract between the parties hereto relative to the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless executed by a duly authorized officer or agent of the particular party. No waiver or waivers of any breach or default or breaches or defaults by either party of any term, condition or liability or of performance by the other party of any duty or obligation hereunder, including without limitation, the acceptance by Landlord of payment by Tenant of any rentals at any time or in any manner other than as herein provided, shall be deemed a waiver thereof or of any thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver or waivers of subsequent breaches or defaults of any kind, character or description under any circumstances.

17.2 GOVERNING LAW. This Lease Agreement shall be construed and enforced under and in accordance with the laws of the state of Idaho, without regard to its conflict of law rules

17.3 SIGNS. Tenant shall have the right to place its standard sign on the exterior of the Leased Premises.

17.4 PERSONAL PRONOUNS: All personal pronouns used in this Lease Agreement shall include the other genders whether used in the masculine or feminine or neuter gender and the singular shall include the plural whenever and as often as may be appropriate.

17.5 CAPTIONS OR HEADINGS: The marginal captions, notes or titles appearing in this Lease Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Lease Agreement, or any provision, or provisions hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

17.6 REAL RIGHT AND COVENANT: This Lease Agreement shall constitute a real right and covenant running with the Leased Premises, and this Lease and all of its terms and provisions shall be binding upon the successors, assigns and legal representatives of Tenant; and whenever in this Lease a reference to either of the parties hereto is made, such reference shall be deemed to include, wherever applicable, a reference to the heirs, executors, administrators, successors and assigns of said parties, subject, however, to the provisions of Section 5 hereof.

17.7 NO AGENCY: It is not the intention of the parties hereto to create under any circumstances, a partnership, a relationship of master-servant or principal-agent. The rights, duties, obligations and liabilities of Landlord and Tenant are separate and not joint or collective, and nothing herein shall ever be construed to create a partnership or relationship of master-servant or principal-agent under the laws of the jurisdiction in which the Leased Premises are located or elsewhere. Landlord does not consent to the imposition of any mechanic's or materialmen's lien against the Leased Premises.

17.8 FORCE MAJEURE: It is understood and agreed by Landlord and Tenant that neither party hereto shall be liable in damages to the other party in the event such party is delayed or prevented from performing any of its obligations hereunder due to Force Majeure, which as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, explosions and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable wholly or in part, to prevent or overcome, provided that the foregoing shall not be applicable to relieve any party hereto from the timely payment of any monetary obligation due hereunder.

17.9 SEVERABILITY: Should any portion of this Lease Agreement be found invalid for any reason the remainder of this Lease Agreement shall remain in full force and effect.

[The remainder of this page is left intentionally blank.]

EXECUTED and DELIVERED on the day and year first set forth above.

LANDLORD

CARNEY'S RIVER BIRCH

By: [Signature]
Name: MARY CARNEY
Title: PARTNER

By: [Signature]
Name: Paul Carney
Title: Co owner

TENANT

RAVEN GOLF SERVICES, LLC

By: [Signature]
Name: Cliff Travis
Title: owner/manager

By: [Signature]
Name: TERRY BREAU
Title: Owner/manager

Exhibit A

LEGAL DESCRIPTION

**3750 North Pollard Lane
Star, Idaho 83669**

**LOT 2 IN BLOCK 1 AND LOT 1 IN BLOCK 5 OF THE TRELLIS SUBDIVISION
ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 87 OF PLATS
AT PAGE(S) 991 THROUGH 9996, OFFICIAL RECORDS OF ADA COUNTY IDAHO**

Exhibit B



1. Well pump motor vertical turbine well pump
2. 2- 100 HP Pumps
3. 15 HP Jockey Pump
4. Rain Bird Weather Station
5. Rain Bird Irrigation Controller
6. Pump Station Brand Name Precision

DEVELOPMENT PARCELS





Ada County Assessor Land Records/GIS

2020 Property Details for Parcel R8525440021

[Home](#)
[Assessor Main Page](#)
[Help Index](#)
[FAQ](#)
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[Search by Subdivision](#)
[Online Documents](#)
[Interactive Map](#)

2020 ▾

[Change Year](#)[Need Help? Email the Appraiser Assigned to this Parcel](#)[\(Back to Parcel Search\)](#) [\(Print View\)](#)**Details**[Valuation](#)[Tax Districts](#)[Taxes](#)[Characteristics](#)[Sketch](#)**Parcel:** R8525440021**Year:** 2020**Ada County Assessor****Parcel Status:** Active in 2020**Primary Owner:**

CARNEYS RIVER BIRCH LLC

Zone Code: R-2**Total Acres:** 127.428**Tax Code Area:** 07-2**Property Description:**

LOT 02 BLK 01 EXC R/W

TRELLIS SUB THE

[View Interactive Map of this Parcel](#)[View 2020 Assessment Notice](#)**Address:** 3740 N POLLARD LN STAR , ID 83669**Subdivision:** TRELLIS SUB**Land Group Type:** SUB**Township/Range/Section:** 5N1W33

**Ada County Assessor
Land Records/GIS****2020 Property Details for Parcel R8525440400**

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[Interactive Map](#)

2020[Change Year](#)[Need Help? Email the Appraiser Assigned to this Parcel](#)[\[Back to Parcel Search\]](#) [\[Print View\]](#)**Details**

Valuation

Tax Districts

Taxes

Characteristics

Sketch

Parcel: R8525440400**Year:** 2020**Ada County Assessor****Parcel Status:** Active in 2020**Primary Owner:**

CARNEYS RIVER BIRCH LLC

Zone Code: R-2**Total Acres:** 61.947**Tax Code Area:** 07-2**Instrument Number:**

2016072392

Property Description:

LOT 01 BLK 05

TRELLIS SUB THE

[View Interactive Map of this Parcel](#)[View 2020 Assessment Notice](#)**Address:** 3740 N POLLARD LN STAR , ID 83669**Subdivision:** TRELLIS SUB**Land Group Type:** SUB**Township/Range/Section:** 5N1W33

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number 117380

Premises Number: 1A-935

License Year: 2021

License Number: 5196

This is to certify, that **Raven Golf Services LLC**

doing business as: **River Birch Golf Course**

is licensed to sell alcoholic beverages as stated below at:

3740 N Pollard, Star, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate

Liquor	No
Beer	Yes <u>\$50.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Kegs to go	No
Restaurant	Yes <u>\$0.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Multipurpose arena	No
Growlers	No
Plaza	No

TOTAL FEE: \$150.00

License Valid: 05/01/2020 - 04/30/2021

Expires: 04/30/2021



Jerry Breland
Signature of Licensee Corporate Officer, LLC Member or Partner

RAVEN GOLF SERVICES LLC
RIVER BIRCH GOLF COURSE
3740 N POLLARD

STAR, ID 83669

Mailing Address

[Signature]

Director of Idaho State Police

2020-2021

RETAIL ALCOHOL BEVERAGE LICENSE

2021524

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Raven Golf Services LLC

dba: River Birch Golf Course

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 3740 N. Pollard . Star, ID 83669

• • • • • ♦ • • • • •

License valid from May 1, 2020 to May 31, 2021

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 17th day of April 2020

[Signature]
PAUL E. GARDNER, CLERK

[Signature]
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



RECORD OF INSPECTION FIRE & LIFE SAFETY



FACILITY INFORMATION

Date 12/18/2020	Type of Inspection Initial	
Fire Code Official Victor Islas, FCO1629	Authority Having Jurisdiction (AHJ) Star Fire Protection District	
Name of Occupancy River Birch Golf Course	Main Phone Number (208) 286-0801	
Address 3740 N. Pollard Lane	City Star	State Idaho
Owners/Operator Name: Raven Golf Services (Denice Wood)	Owners/Operator Phone Number: (208) 286-0801	

Summary

The Occupancy listed in this document has passed the Fire & Life Safety Inspection for compliance.
Yes

Overall Comments

INSPECTION FEE PAYMENT (Inspection fee \$25.00)

Payment Method Check	Check Number 6915	Payment Status PAID IN FULL
--------------------------------	-----------------------------	---------------------------------------

Fire Code Official Signature

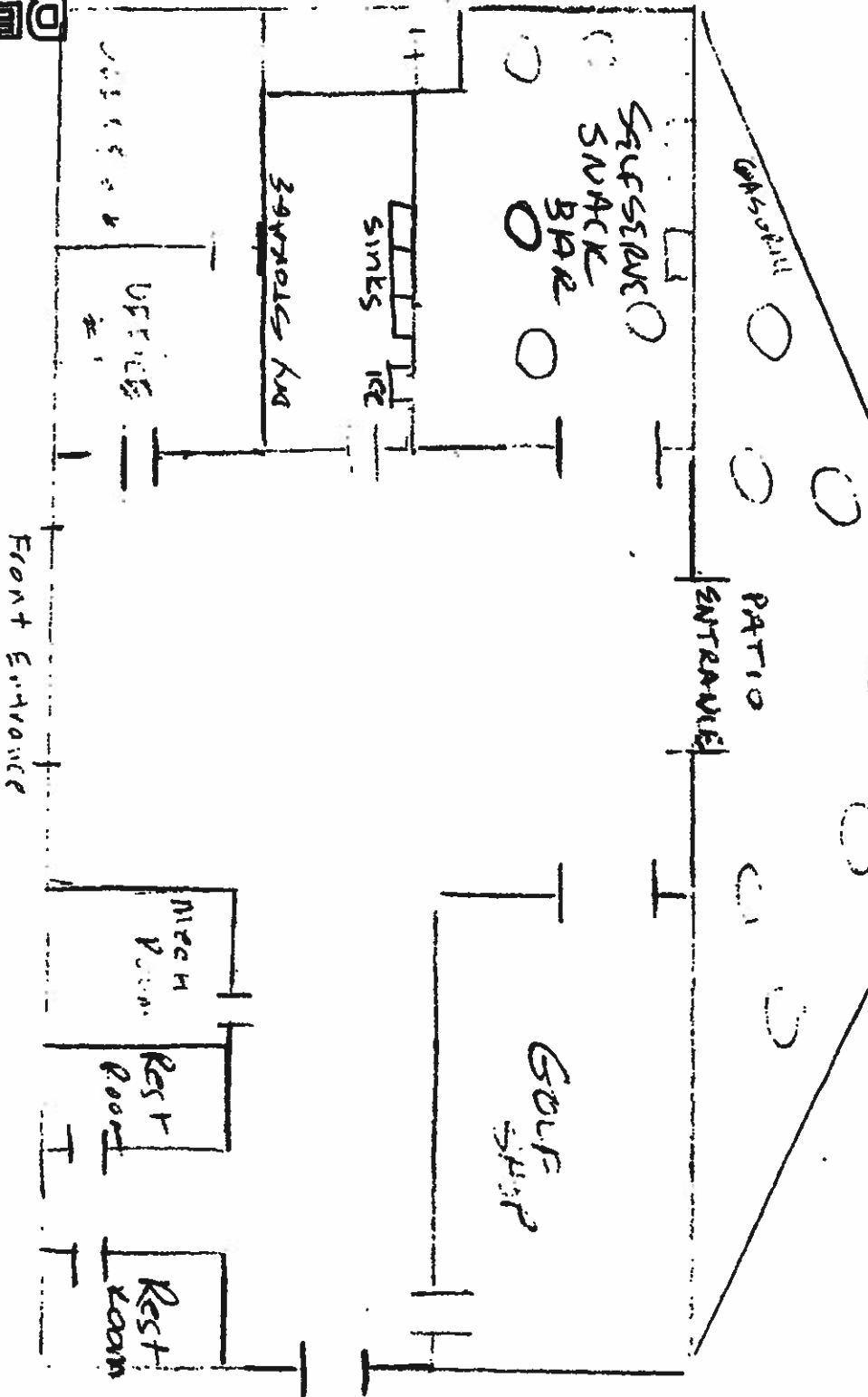
A handwritten signature in black ink, appearing to be "V. Islas".

Owner/Operator Signature

A handwritten signature in black ink, appearing to be "Denice Wood".

GOLF COURSE

E
GOLF COURSE



001
000000

IDAHO STATE POLICE
ALCOHOL BEVERAGE CONTROL

RECEIVED
APR 19 2012

PARKING

S



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Post Insurance Services, Inc. P.O. Box 893		CONTACT NAME: Kylie Whetton PHONE (A/C, No, Ext): (208) 336-5600 E-MAIL ADDRESS: kwhetton@postins.com FAX (A/C, No): (208) 344-0651	
Meridian	ID 83680-0893	INSURER(S) AFFORDING COVERAGE	
INSURED Raven Golf Services, Riverbirch Golf Course 3740 Pollard Lane		INSURER A: Auto Owners Insurance	NAIC # 18988
Star		INSURER B:	
ID 83669		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 River Birch **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1946395746855420	8/17/2020	8/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5246855400	8/17/2020	8/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5246860900	8/17/2020	8/17/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

(208) 286-7569

City of Star
P.O. Box 130
Star, ID 83669

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kylie Whetton/KYLIE

Kylie Whetton

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CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

SEP 25 AM 9:10
SECRETARY OF STATE
STATE OF IDAHO

FILED EFFECTIVE

1. The name of the limited liability company is:

Raven Golf Services, LLC

2. The complete street and mailing addresses of the initial designated/principal office:

2626 S. Mary Post Place; Eagle, ID 83616

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Gerald Breaux

(Name)

2626 S. Mary Post Place; Eagle, ID 83616

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Gerald Breaux

700 Palmetto Drive, Eagle, ID 83616

Clint Travis

808 E. Cloverhill Ct., Eagle, ID 83616

5. Mailing address for future correspondence (annual report notices):

2626 S. Mary Post Place; Eagle, ID 83616

6. Future effective date of filing (optional):

Signature of organizer(s). (An organizer is a member, or is acting in behalf of a member or members).

Signature

Typed Name:

Gerald Breaux

Signature

Typed Name:

Clint Travis

Secretary of State use only

IDAHO SECRETARY OF STATE
09/25/2008 05:00
CR: 1844 CT: 216942 IN: 1177515
1 @ 100.00 = 100.00 ORGAN LLC # 2

6077942

**ARTICLES OF ORGANIZATION
OF
RAVEN GOLF SERVICES, LIMITED LIABILITY COMPANY**

THE UNDERSIGNED, Clint Travis and Jerry Breaux, desiring to form a limited liability company for the purposes set forth herein and in conformance with the Idaho Limited Liability Company Act (hereafter referred to as the "Act"), do adopt the following Articles of Incorporation for such Company:

ARTICLE I

Name

The name of this Limited Liability Company is **Raven Golf Services, LLC.**

ARTICLE II

Period of Duration

The period of duration of this limited liability company is perpetual.

ARTICLE III

Purposes

The purposes for which this limited liability company is organized are primarily to lease, build, maintain and/or operate golf courses, and conduct any lawful business for which companies may be organized under the Act.

ARTICLE IV

Principal Place of Business

The location of the Company's principal place of business is 2636 S. Marypost Place, Eagle, Idaho 83616 or such other place as may be determined by the Members.

ARTICLE V

Registered Agent

The name of the initial registered agent is Jerry Breaux.

ARTICLE VI

Capitalization

The total capital contributions of each Member, which is his or its respective undivided interest in personal property having at least a value totaling \$10,000 should be allocated as follows:

Clint Travis, President	808 E. Cloverhill Ct., Eagle, ID 83616	\$10,000 equipment
Jerry Breaux, Vice President	700 Palmetto Drive, Eagle, ID 83616	\$10,000 cash

ARTICLE VII

Admission of Additional Members

Additional Members will be admitted or expelled only with the unanimous consent of all Members on such terms as are unanimously agreed to by all Members.

ARTICLE VIII

Continuity of Life

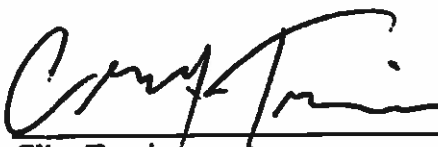
The remaining Member/s of the limited liability company may have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued Membership of a Member in this limited liability company. The return of capital and the distribution of profits shall be determined from the company's books, as of the effective date of withdrawal, based on generally accepted accounting practices, and paid as soon as practicable without diminishing the prospects of the company's ventures and subject to the limitations of the Idaho Limited Liability Company Act.

ARTICLE IX

Management

The business of the company shall be conducted under the exclusive management of its Members, or outside managers if its Members unanimously elect, who shall have exclusive authority to act for the company in all matters. The Members may from time to time designate certain Members as Officers to act for the Company in certain matters as specified by the Company Operating Agreement

DATED this 26 day of September, 2008.


Clint Travis


Jerry Breaux



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

SEP 25 AM 9:10
SECRETARY OF STATE
STATE OF IDAHO

FILED EFFECTIVE

1. The name of the limited liability company is:

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2. The complete street and mailing addresses of the initial designated/principal office:

2626 S. Mary Post Place; Eagle, ID 83616

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Gerald BreauX

2626 S. Mary Post Place; Eagle, ID 83616

(Name)

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Gerald BreauX

700 Palmetto Drive, Eagle, ID 83616

Clint Travis

808 E. Cloverhill Ct., Eagle, ID 83616

5. Mailing address for future correspondence (annual report notices):

2626 S. Mary Post Place; Eagle, ID 83616

6. Future effective date of filing (optional):

Signature of organizer(s). (An organizer is a member, or is acting in behalf of a member or members).

Signature

Gerald BreauX

Typed Name:

Gerald BreauX

Signature

Clint Travis

Typed Name:

Clint Travis

Secretary of State use only

IDAHO SECRETARY OF STATE
09/25/2008 05:00
CX: 1844 CT: 216943 BH: 1137515
1 @ 100.00 = 100.00 ORGAN LLC # 2

6077942



CERTIFICATE OF ASSUMED BUSINESS NAME

Pursuant to Section 53-504, Idaho Code, the undersigned submits for filing a certificate of Assumed Business Name.

FILED EFFECTIVE

2015 APR 13 AM 9:16

SECRETARY OF STATE
STATE OF IDAHO

Please type or print legibly.

Instructions are included on back of application.

1. The assumed business name which the undersigned use(s) in the transaction of business is:

River Birch Golf Course

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name:

Name

Complete Address

Raven Golf Services, LLC

2626 S Marypost Pl. Eagle, ID 83616

(W 77943)

3. The general type of business transacted under the assumed business name is:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Retail Trade | <input type="checkbox"/> Transportation and Public Utilities |
| <input type="checkbox"/> Wholesale Trade | <input type="checkbox"/> Construction |
| <input type="checkbox"/> Services | <input type="checkbox"/> Agriculture |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Mining |
| <input type="checkbox"/> Finance, Insurance, and Real Estate | |

Submit Certificate of
Assumed Business
Name and \$25.00 fee to:

Secretary of State
450 North 4th Street
PO Box 83720
Boise ID 83720-0080
208 334-2301

4. The name and address to which future correspondence should be addressed:
- Raven Golf Services, dba River Birch Golf Cour
2626 S Marypost Pl
Eagle, ID 83616
5. Name and address for this acknowledgment copy is (if other than # 4 above):
- _____
- _____

Signature: Jerry Breana

Printed Name: Jerry Breana

Capacity/Title: Member

Signature: _____

Printed Name: _____

Capacity/Title: _____

Secretary of State use only

IDAHO SECRETARY OF STATE
04/14/2015 05:00

CK:2734 CT:239578 BH:1470700
1@ 25.00 = 25.00 ASSUM NAME #2

D178240

FINDINGS OF FACT AND CONCLUSIONS OF LAW
CANVASBACK SUBDIVISION
FILE NO. AZ-20-11/DA-20-11/PP 20-11

The above-entitled Annexation & Zoning, Development Agreement, and Preliminary Plat land use applications came before the Star City Council for their action on January 19, 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 (R-4), a Development Agreement, and a Preliminary Plat for a proposed residential subdivision originally proposed for 112 residential lots and 11 common lots. The property is located at the southwest corner of W. New Hope Road and N. Wing Road and consists of 20.6 acres with a proposed density of 3.67 dwelling units per acre.

B. Application Submittal:

A neighborhood meeting was held on February 12, 2020 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 July 30, 2020.

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 4, 2020. 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 3, 2020. Notice was sent to agencies having jurisdiction in the City of Star on August 3, 2020. The property was posted in accordance with the Star Unified Development Code on September 25, 2020.

D. History of Previous Actions:

There have been no previous requests through the City for development of this property.

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural
Proposed	R-4-DA	Neighborhood Residential	Neighborhood Residential
North of site	R-3	Neighborhood Residential	Greendale Grove Sub.
South of site	County Rural Transitional (RUT)	Neighborhood Residential	Single Family Dwelling / Agriculture
East of site	County Rural Transitional (RUT)	Rural Residential / Special Transition Overlay	Single Family Dwelling / Agriculture
West of site	County Rural Transitional (RUT)	Neighborhood Residential	Single Family Dwelling / Agriculture

F. Site Data:

Total Acreage of Site – 20.6 acres

G. Development:

The applicant requested approval of an annexation and rezone application to change the zoning designation on 20.6 acres from Rural Urban Transitional Residential (RUT) to low density Neighborhood Residential (R-4). This zoning district would allow for a maximum residential density of 5 dwelling unit per acre. The property is currently serviceable with central sewer and water provided by Star Sewer and Water District. The property will be utilizing W. New Hope Road, N. Brandon Road and W. Wing Road for ingress and egress.

ANNEXATION & REZONE:

The annexation and rezone request from County Rural Urban Transition (RUT) to Medium-Low Density 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 originally proposed for the development was 3.67 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 falls in the middle of this designation. The requested zoning designation and density meets the intent of the Comprehensive Plan. The final density as approved by Council is 3.48 dwelling units per acre.

PRELIMINARY PLAT:

The originally submitted Preliminary Plat submitted contained 112 single family residential lots, and 11 common area lots for a total of 123 total lots. The residential lots range in size from

5,298 square feet to 14,988 square feet. The applicant has indicated that the development will contain a total of five (5) acres (16.4%) of open space. The applicant states that useable open space, not including street buffers and endcaps equal to 3.52 acres (11.6%) 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 106 residential lots, and 11 common area lots for a total of 117 lots. Residential lots range from 5,750 square feet to 21,062 square feet. Total open space was revised to include 5.30 acres (17.4%) with a total useable open space area of 4.51 acres (14.8%).

The development will use access off N. Brandon Road and W. New Hope Road as well as N. Wing Road. The development will also have a stub road on the south of the property that will terminate at the property line with the possibility to extend in the future.

The current Unified Development Code, Section 8-4E-2 requires a development of this size to have 3 site amenities. The applicant is proposing a children's play structure, covered picnic shelter and pathway connections for access to the development and park.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Sidewalks are proposed at five-foot (5') widths and will be attached throughout overall interior of the subdivision. Sidewalks along N. Brandon Road will be detached.
- 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 street light design standards. A condition of approval will be required to receive staff approval of streetlights prior to final plat approval.
- Street Names
Street names will be approved by the Ada Street Naming Committee prior to signature of final plat.
- Landscaping - As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use "Treasure Valley Tree Selection Guide", as adopted by the Unified Development Code.
- Setbacks – The applicant originally request a five (5) foot side yard setback for all homes in the development. Council approved the preliminary plat with no waivers for side yard setbacks.
- Block lengths – All blocks meet the 750' block length requirement.

Existing Site Characteristics: The property is currently in agricultural production.

Irrigation/Drainage District(s): - Farmer's Union Ditch Company, LTD
P.O. Box 1474, Eagle, ID 83616

Flood Zone: This property is not located in a 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 – No.
- ✧ 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.

AGENCY RESPONSES

Star Fire District	August 31, 2020; January 5, 2021
Keller and Associates	August 06, 2020
ITD	April 22, 2020
ACHD	September 22, 2020
DEQ	August 13, 2020
Farmer's Union Ditch Company	September 04, 2020
West Ada School District	September 08, 2020
Ada County Development Services	August 04, 2020

J. Letters/Emails from the Public:

Lonni and Ann Kuck - 10399 W. Rolling Hills Dr., Star, ID 83669
Steve and Charlene Greene – 9999 W Star Acres Drive, Star, ID 83669
Will Eason – 10174 W. Star Acres Dr., Star, ID 83669
Terry Bier and Carolee Polfer – 10040 West Star Acres Dr., Star, ID 83669
Robert Fehlau – 2203 N. Sunny Lane, Star, ID 83669
Kris Tatko – 2533 N. Wing Road, Star, ID 83669 - Email
Lisa and Russell Jensen – 2393 N. Sunny Lane, Star, ID 83669

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.

Special Transition Overlay Area

Development adjacent to, and potentially within, this 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. Site layout is to provide for a transition in density and lot sizing.

8.3 Goal:

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

8.4 Objectives:

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

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

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

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

C. Site layout within the Special Transition Overlay Area is to provide for a transition in density and lot sizing. Base densities may be significantly reduced or home sites may be clustered to increase open space within a portion of a site when property is within this overlay.

8.5.4 Policies Related to The Special Transition Overlay Areas:

A. Development adjacent to and within the Special Transition Overlay Area is to provide for an appropriate transition between existing and new home sites where new urban development is being planned adjacent to previously approved and constructed rural county developments of years past. This may include new abutting lots to be one acre in size or may include buffering.

B. Site layout is to provide for a transition in density and lot sizing with all policies regarding compatibility herein applying.

C. Modified street sections, such as with no curbs gutters or sidewalks, should be encouraged for adjacent compatibility where determined appropriate.

D. When an urban density residential development is planned with lots that directly abut lots within a Special Transition Overlay Area an appropriate transition is to be provided for the two abutting residential lot types. A transition must take into consideration site constraints that may exist and may include clustering of the urban lots in order to provide an open space area avoiding urban lots directly abutting Special Transition Overlay Area lots, or may include the provision of a buffer strip avoiding urban lots directly abutting Special Transition Overlay Area lots, or may include setbacks within the urban lots similar to the Special Transition Overlay Area lots directly abutting, or may include the provision of one half to one acre size lots directly abutting the Special Transition Overlay Area lots.

E. Larger setbacks should be required for new lots planned to abut existing Special Transition Overlay Area lots.

8.5.9 Additional Land Use Component Policies:

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

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

18.4 Implementation Policies:

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

Unified Development Code:

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

B. Standards:

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

denial of all related applications.

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

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

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

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

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

<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-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	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.

8-1E-1: DEFINITIONS - TERMS DEFINED

TRANSITIONAL LOT OR PROPERTY: The size of a new residential lot when being proposed

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

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

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

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

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

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

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

The goal of the Comprehensive Plan for Residential Districts is to encourage the development of a diverse community that provides a mixture of land uses, housing types, and a variety of employment options, social and recreational opportunities, and where possible provides an assortment of amenities within walking distance of a residential development. The Council finds that this annexation 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 residential purpose statement states that the purpose of the residential districts is to provide for a range of housing opportunities consistent with the Star Comprehensive Plan. Connection to the Star sewer and water district is a requirement for all residential districts, when available. Residential districts are distinguished by the allowable density of dwelling units per acre and corresponding

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

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

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

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

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

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

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

8-6A-7: PRELIMINARY PLAT FINDINGS:

1. The plat is in compliance with the Comprehensive Plan;
The Council finds that the Plat, as presented and revised, will be constituent with the updated Comprehensive Plan and will meet 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.
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.
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 held before the City Council on October 6, 2020, at which time testimony was heard and the Council tabled the application to November 17, 2020. A public hearing on the application was again held before the City Council on November 17, 2020, at which time testimony was heard and the Council tabled the application to January 19, 2021. A public hearing on the application was again held before the City Council on January 19, 2021, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.
- b. Oral testimony in favor of the application was presented to the City Council by:
 - Jane Suggs, Gem State Planning, 9840 W. Overland Road Suite 120, Boise, ID 83709 - applicant's representative
- c. Oral testimony in opposition to the application was presented to the Council by:
 - Robert Fehlau 2203 N. Sunny Lane, Star, ID 83669
 - Steve Greene 9999 W. Star Acres Dr. Star, ID 83669
 - Will Eason 10174 W. Star Acres Dr. Star, ID 83669
 - Maxine McCombs 2211 N. Schreiner Lane, Star, ID 83669
 - Joe Abreu 2730 N. Rolling Hills Dr. Star, ID 83669
 - Ann Kuck 10399 Rolling Hills Dr, Star, ID 83669
 - Stacey Steffers, Cold Creek Ave, Star, ID 83669
 - Carolyn Johns, 10300 W. Rolling Hills Dr, Star, ID 83669
 - Mary Jane Marlow, 485 S. Winslow Bay Way, Star, ID 83669
 - John Pickens, 10200 W. Scenic View Lane, Star, ID 83669
 - Kurt Krause, 9951 W. Rolling Hills Dr. Star, ID 83669
- d. Written testimony in favor of or opposing the application was presented to the City Council by:
None

Deliberations and Conclusions of Law:

The Council reviewed the particular facts and circumstances of this proposed annexation and zoning application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in discussions on the annexation and platting of the development. Discussion included transportation and stub streets, transitional lots and buffers, setbacks, sidewalks, open space, and density.

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.

The Owner requested the annexation and rezone from Rural Transition (RUT-Ada County) to Residential (R-4-DA) with a Development Agreement, which fits within the neighboring properties.

Conditions of Approval:

1. The approved Preliminary Plat for the Canvasback Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. All public streets shall have a minimum street width of 36' and shall be constructed to ACHD standards.
3. **The applicant shall remove the proposed street connection to N. Wing Road prior to the submittal of the final plat for the specific phase with the connection only if ACHD approves the removal of the connection prior to final plat submittal. Written approval from ACHD shall be required.**
4. **The applicant shall work with the property owner to the immediate east of the street connection onto N. Wing Road to provide a landscape buffer that would prevent vehicle headlights from encroaching onto the existing residence. This shall be required only if the property owner agrees to the buffer. The applicant shall submit a written letter of intent from the property owner prior to submittal of final plat for the phase. If a buffer is agreed upon, the applicant shall revise the landscape plan for that phase to recognize and detail the buffer.**
5. **All pathways located within common areas shall be concrete surfaced.**
6. **Lot 2, Block 8, and Lots 21-23, Block 2 of the approved preliminary plat shall have one-story homes only.**
7. 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.
8. 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 occupancy. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall submit a streetlight plan/design prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
9. 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.

10. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
11. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
12. 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.
13. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
14. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
15. A letter from the US Postal Service shall be given to the City at Final Plat stating the subdivision is in compliance with the Postal Service.
16. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met, including annexation into the District.
17. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance, unless amended in the Development Agreement or CUP conditions.
18. Development standards for single family residential units shall comply with effective building and zoning requirements at time of building permit issuance, or as approved through the Development Agreement or as stated herein.
19. All common areas shall be owned and maintained by the Homeowners Association.
20. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
21. A sign application is required for any subdivision signs.

Council Decision:

The Council voted unanimously (3-0) to approve the Annexation and Zoning to Residential (R-4-DA), Development Agreement and Preliminary Plat for Canvasback Subdivision on January 19, 2021.

Dated this _____ day of _____, 2021.
Star, Idaho

By: _____

ATTEST:

Trevor A. Chadwick, Mayor

Meredith Hudson, Deputy City Clerk

FINDINGS OF FACT AND CONCLUSIONS OF LAW
SADDLEWOOD SUBDIVISION
FILE NO. PP-20-20

The above-entitled Preliminary Plat land use application came before the Star City Council for their action on January 19, 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 a Preliminary Plat for a proposed residential subdivision with 49 single-family residential lots and 7 common lots. The property is located at 864 N. Star Road and consists of 9.9 acres with a proposed density of 4.95 dwelling units per acre. The current zoning designation is Residential (R-5-DA).

B. Application Submittal:

A neighborhood meeting was held on December 16, 2020 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 December 21, 2020.

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 December 23, 2020. 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 December 21, 2020. Notice was sent to agencies having jurisdiction in the City of Star on December 21, 2020. The property was posted in accordance with the Star Unified Development Code on January 8, 2021.

D. History of Previous Actions:

- **July 19, 2020** – Application for Re-Zone from RUT to R-7 and a Development Agreement was accepted by the City.
- **August 18, 2020** – Public Hearing for Re-Zone and DA – Council Approved R-5 and the DA.

- **November 2, 2020** – Ordinance 316 was recorded with Ada County regarding Re-zone and DA.

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	R-5-DA	Neighborhood Residential	Vacant
Proposed	R-5-DA	Neighborhood Residential	Single Family Residential
North of site	R-4	Neighborhood Residential	Waterview Subdivision
South of site	R-4	Neighborhood Residential	Middle Creek Subdivision Star Elementary School
East of site	R-4	Neighborhood Residential	Waterview Subdivision
West of site	R-4	Neighborhood Residential	Pristine Meadows Subdivision

F. *Site Data:*

Total Acreage of Site – 9.9 acres

G. *Development:*

The applicant requested approval of a preliminary plat in the R-5-DA zoning designation with 49 residential lots and 7 common lots. The property was previously rezoned as part of RZ-20-08.

PRELIMINARY PLAT:

The Preliminary Plat submitted contains 49 single family residential lots, and 7 common area lots for a total of 56 lots. The residential lots range in size from 5,175 square feet to 7,681 square feet with the average buildable lot area of 5,263 square feet. The applicant has indicated that the development will contain a total of 1.90 acres (19.4%) of open space, of which 1.76 acres (18.01%) is usable open space. This exceeds the minimum requirement for usable open space in the current Unified Development Code, Section 8-4E-2. Streets are proposed to be public throughout the development and will measure 36 ft from back of curb to back of curb and satisfy Section 8-4D-34B(4) of the UDC.

The development will be accessed on the west from N. Star Road. There will also be access on the north of the development via N. Park Vista Avenue as the street will be extended. There will also be access on the south of the development via N. Knox Avenue as that street will also be connected to an existing stub street.

The current Unified Development Code, Section 8-4E-2 requires a development of this size to have 1 site amenity. The preliminary plat shows a total of 3 amenities. The applicant is proposing a common area of 1.1 acres with a gazebo, walking paths with benches and a picnic area and since open space is over 5% over the minimum requirement, the development can count this as an additional amenity. The development is also providing a path on the south of the property that will allow access to the school via connection to existing pathways.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Sidewalks are proposed at five-foot (5') widths and will be attached throughout the overall subdivision.
- 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, indicating location of lights, but has not submitted a street light design. A condition of approval will be required to receive staff approval of streetlights prior to final plat approval.
- Landscaping - As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use "Treasure Valley Tree Selection Guide", as adopted by the Unified Development Code. The landscape plan submitted with the Preliminary Plat shows street trees throughout the entire development as required per code for both street sections and open space.
- Traffic Calming – The preliminary plat shows a traffic calming measure in the eastern end of the street, a knuckle. The ACHD report also calls out an additional measure on the west end of the street, another knuckle and to widen the entry lanes where Hidden Point Street meets Star Road.
- Setbacks – Applicant was approved to have R-7 setbacks in the Development Agreement that was approved when the property was recently rezoned. This includes a 3-foot side yard setback. This is within the Unified Development Code Dimensional Standards found in Section 8-3A-4.

Existing Site Characteristics: The property previously had a single-family dwelling and assorted accessory buildings but is now currently vacant.

Irrigation/Drainage District(s): - Middleton Irrigation Association/Middleton Mill Ditch Co.
P.O. Box 848
Middleton, ID 83644

Flood Zone: This property is located in an area of minimal flood hazard, Zone X.

Special On-Site Features:

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

AGENCY RESPONSES

Keller and Associates	January 14, 2021
ITD	November 13, 2020
ACHD	January 13, 2021
Central District Health	December 29, 2020
Star Fire District	December 29, 2020
West Ada School District	January 18, 2021

J. Letters/Emails from the Public:

No public comments have been received.

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 those existing larger lots are not likely to be subdivided in the future.

8.5.9 Additional Land Use Component Policies:

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

18.4 Implementation Policies:

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

Unified Development Code:

UNIFIED DEVELOPMENT CODE:

8-3A-3: USES WITHIN ZONING DISTRICTS

<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

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-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.

8-4E-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.

8-6A-7: PRELIMINARY PLAT FINDINGS:

- 1. The plat is in compliance with the Comprehensive Plan;
The Council finds that the Plat, as presented and revised, will be consistent with the updated Comprehensive Plan and will meet 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.
- 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.

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 held before the City Council on January 26, 2021, at which time testimony was heard and the public hearing was closed. The City Council made their decision at that time.
- b. Oral testimony in favor of the application was presented to the City Council by:
- Jay Gibbons, South, Beck & Baird, 2002 S. Vista Ave Boise, ID - applicant's representative
- c. Additional Oral testimony to the application was presented to the Council by:
- Cathy Geib, 909 N. Mira Way, Star, ID 83669
- d. Written testimony in favor of or opposing the application was presented to the City Council by:
None

Deliberations and Conclusions of Law:

The Council reviewed the particular facts and circumstances of this proposed preliminary plat application in accordance with the City of Star Title 8 (Unified Development Code), deliberated on the matter, resulting in discussions on the platting of the development. Discussion included transportation, setbacks, sidewalks and pathways, open space, and building heights.

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. The Owner requested approval of the preliminary plat.

Conditions of Approval:

1. The approved Preliminary Plat for the Saddlewood Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. All public streets shall have a minimum street width of 36' and shall be constructed to ACHD standards.

3. **Applicant shall meet all the setback requirements in the Unified Development Code Section 8-3A-4, unless a waiver is applied for and approved by the council. Applicant was approved to have R-7 setbacks in the Development Agreement that was approved when the property was recently rezoned. This includes a 3-foot side yard setback.**
4. **Lots 10 & 12, Block 2 in the northeast corner of the subdivision shall be limited to one-story homes.**
5. The applicant has entered into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System within the City of Star and/or City of Star Area of City Impact. The Developer will pay the \$36,250.00 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City \$739.80 per buildable lot within each phase prior to signature on the final plat for the applicable phase. The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020. These fees will be collected by the City of Star, by phase, prior to final plat signature.
6. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision and shall be maintained by the Homeowners Association. Streetlights shall be installed prior to any building occupancy. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall submit a streetlight design prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
7. 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.
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. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
11. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
12. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
13. A letter from the US Postal Service shall be given to the City at Final Plat stating the subdivision is in compliance with the Postal Service and indicating the location of the mailbox cluster(s).

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 or CUP conditions.
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. Any additional Condition of Approval as required by Staff and City Council.

Council Decision:

The Council voted unanimously (2-0) (Keyes recused himself, Nielson absent) to approve the Annexation and Zoning to Residential (R-4-DA), Development Agreement and Preliminary Plat for Saddlewood Subdivision on January 19, 2021.

Dated this _____ day of _____, 2021.
Star, Idaho

By: _____
Trevor A. Chadwick, Mayor

ATTEST:

Meredith Hudson, Deputy City Clerk

City of Star

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

www.staridaho.org



Mayor:
Trevor A. Chadwick

Council:
Kevin Nielsen
Jennifer Salmonsens
Michael Keyes
David Hershey

February 2, 2021

Mr. Bruce S. Wong, Director
Ada County Highway District
3775 Adams St.
Garden City, ID 83714

Re: City of Star ACHD FY 21 IFYWP Request

Dear Director Wong,

Accompanying this letter is the City of Star 2021 ACHD Integrated Five Year Work Program (IFYWP) Priority Request. We appreciate the City of Star projects that are currently programmed for design and construction in upcoming years and the support we have received from your staff, Kristy Inselman and Edinson Bautista, in attending meetings and answering questions.

Our request this year continues to focus on providing safe walking/biking routes for our students to walk to school and for our residents to walk to downtown to shop and eat. A majority of our students attending Star Elementary and Star Middle School are too close to be eligible for bus transportation however most students do not have a safe walking route to attend school. The improvements requested focus on creating the backbone infrastructure for continuous safe walking/biking routes on Floating Feather Road, Pollard Lane, Plummer Road and Munger Road. The improvements requested would include, depending on the situation, constructing sidewalks, walking paths or in areas with tight right of ways perhaps pavement widening with extruded curbs to provide a separated walking area. A majority of the infrastructure already exists. These projects along with the projects already programmed would fill in the gaps. Besides those projects already programmed, our highest ranked requests are to expand the scope of these programmed projects with the following projects:

1. **Floating Feather Road between Munger Road and Star Road-** As a part of the Floating Feather Bridge 2028 project scheduled for design in 2021, add to the scope of the project to complete the pedestrian network on the north and south side of Floating Feather between Munger Road and Star Road.
2. **Floating Feather and Star Road-** Install a pedestrian crossing at the intersection of Star Rd and Floating Feather Rd. for safe school access and safe access to the adjacent Hunters Creek Sports Complex park.
3. **Floating Feather Road between Star Road and Pollard Lane-** As a part of the Floating Feather Rd. sidewalk project between Hornback and Pollard Lane scheduled to be designed in 2021, add to the scope to complete the pedestrian network on the north side of Floating Feather between Star Road and Pollard Lane.

4. **Munger Road between Floating Feather and Short Creek-** As a part of the Munger Road Bridge replacement projects for bridges #1005 and #2001 currently programmed for design in 2023, add to the scope of these projects to complete the pedestrian network on the east side of Munger Road from Floating Feather Road to Shortcreek St.
5. **Plummer Road and Floating Feather Road-** Install a pedestrian crossing at the intersection of Plummer Rd and Floating Feather Rd. for safe access to Star Middle School.

As you are aware, the City of Star is growing rapidly which will continue to add students and vehicle traffic which will increase safety concerns unless these projects are completed. Ultimately, we see the need for full improvements on these major streets to continue to provide a safe transportation network in our community. However, we recognize funding for constructing full section major roadway improvements to keep up with growth is a serious challenge. In the short term, we believe the requested projects are relatively inexpensive improvements that would go a long way in improving the safety for students and citizens.

Please feel free to contact either myself or our Planning and Zoning Director Shawn Nickel should you have any questions.

Sincerely,

Mayor Trevor Chadwick

cc: Ada County Highway District Commissioners
Michael Keyes- City of Star Transportation Council Liaison
Kriste Inselman, ACHD
Shawn Nickel, City of Star Zoning Administrator
City of Star Transportation Committee

Attachment: City of Star 2021 Prioritization Request Form

City of Star 2021 Prioritization Request Form

Updates include draft FY2021-2025 IFYWP. Programming status is subject to change.

Ranking Instructions:

1. Rank your project request using only one number per project (Please avoid using 2a, 2b, 2c, etc.).
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3. Blank lines are provided at the end of each category to add additional projects. Provide a clear description of the project request.
4. Remember to identify projects for removal.

2021 Priority Ranking	2020 Priority Ranking	Agency Project Name	Agency Project Description	Current IFYWP Design YR
Roads & Intersections				
	1	Floating Feather Rd, Brandon Rd / Hornback Ave	Complete the pedestrian network on north side of Floating Feather Rd, between Brandon Rd and Hornback Ave.	2021
	2	Floating Feather between Munger and Pollard	Widen to 3 lanes with curb, gutter, detached sidewalks and bike lanes.	Not Programmed
	3	Star Rd, Boise River / Highway 44	Widen Star Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the 2016 CIP. Project includes widening of bridge #2030.	Not Programmed
	4	Can Ada Road between Hwy 44 and Floating Feather extended	Widen to 3 lanes with curb, gutter, detached sidewalks and bike lanes.	Not Programmed
	5	Can Ada Road between Floating Feather extended and W. New Hope Road	Widen to 3 lanes with curb, gutter, detached sidewalks and bike lanes.	Not Programmed
	6	Pollard Ln, Star Middle School to Beacon Light Road	Widen to 3 lanes with curb, gutter, detached sidewalks and bike lanes.	Not Programmed
	7	Extend and straighten Floating Feather between Pollard and Highway 16	Widen to 3 lanes with curb, gutter, detached sidewalks and bike lanes.	Not Programmed
	8	Beacon light Rd/ Wing Road Widening (Between Can Ada and Hwy 16)	Widen/extend roadway to 3 lanes with curb, gutter, detached sidewalks and bike lanes.	Not Programmed
	9	Brandon Road between New Hope and Floating Feather	Widen to 3 lanes with curb, gutter, detached sidewalks and bike lanes.	Not Programmed
	10	Extended Floating Feather between Munger and Can Ada	Widen to 3 lanes with curb, gutter, detached sidewalks and bike lanes.	Not Programmed
Community Programs				
	1	Pollard Ln, Floating Feather Rd / Star Middle School	Construct a 7' wide asphalt path on the west side of Pollard Ln, between Floating Feather Rd. and Star Middle School.	2023
	2	Munger Road Bridge #1005/#2001	Widen bridges to align with roadways and create safe crossing for pedestrians on the sidewalks.	2023
	3	Munger Road Bridge #1462	Widen bridge to align with roadways and create safe crossing for pedestrians on the sidewalks.	2021
	4	Palmer Lane Bridge #1009	Widen bridge to align with roadways and create safe crossing for pedestrians on the sidewalks.	2021
	5	Floating Feather Bridge #2028	Replace bridge 2028 over the Middleton Canal on Floating Feather Road. Project includes a detached pathway on the south side between Wild Mustang and Meadow Lake.	2021

	6	Floating Feather Rd. between Hornback and Pollard Lane.	Construct sidewalk on north side of Floating Feather Rd, between Hornback Ave and Pollard Lane.	2021
	7	Star Rd. between Hwy 44 and Boise River	Construct detached sidewalk on west side of Star Road from Main St to SH 44. Project includes enhanced crossing at Star Rd and Main St.	2025
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	9	Floating Feather Rd and Star Road	Install a pedestrian crossing at the intersection of Star Rd and Floating Feather Rd. for safe access to elementary and Middle School and for safe access to Park.	Not Programmed
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	15	Plummer Rd, State St / Floating Feather Rd	Construct curb, gutter, sidewalk and bike lanes on Plummer Rd, between State Street and Floating Feather Road. Pedestrian facilities.	Not Programmed
	16	Beacon Light Rd / New Hope / Munger Bike lanes	Level 2 and 3 bike facilities to be added in both directions to assure safe bike travel throughout Star.	Not Programmed

IFWP Programming Status		ACHD Response	ACHD Implementation Project Name
ROW YR	Construction YR		
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Not Programmed	Not Programmed	To be scoped 2020. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Star Rd, US 20/26 (Chinden Blvd) / SH 44 (State St)
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Not Programmed	Not Programmed	Developing area. ACHD to coordinate with the City on the scope and timing of improvements.	<i>Plummer Rd, State St / Floating Feather Rd</i>
Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	<i>Floating Feather Rd, Can Ada Rd / Hwy 16 Bikeway</i>

Star Transportation Committee Meeting

10:00 a.m. Wednesday February 3, 2021

Star Council Hall

Agenda:

1. Call to Order
2. Review Minutes from previous meeting
 - a.
3. Mayor Report- Mayor Trevor Chadwick
4. Council Liaison Report-Councilman Michael Keyes
5. Staff Report-Shawn Nickels
6. ACHD CIP Citizen Advisory Committee Report- John Turnipseed
7. Old Business
 - a. Review Council Action on ACHD IFYWP 2021-2026 City of Star Request
8. New Business
 - a. Hwy 16 Traffic Safety-Chris Todd
 - b. Discuss inclusion of Pathways under Transportation Committee
 - c. Develop Strategy/Goals for Pathways
 - d. Begin development of Pathways Plan
9. Announcements /General Discussion/Other
- 10.Next Meeting
 - a. Review New Action Items
 - i.
 - ii.
 - iii.
 - iv.
 - v.
- 11.Adjourn

City of Star

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

www.staridaho.org



Mayor:
Trevor A. Chadwick

Council:
Kevin Nielsen
Jennifer Salmonsens
Michael Keyes
David Hershey

February 2, 2021

Mr. Bruce S. Wong, Director
Ada County Highway District
3775 Adams St.
Garden City, ID 83714

Re: City of Star ACHD FY 21 IFYWP Request

Dear Director Wong,

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Sincerely,

Mayor Trevor Chadwick

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Michael Keyes- City of Star Transportation Council Liaison
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Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	<i>Floating Feather Rd, Star Rd / Pollard Ln</i>
Not Programmed	Not Programmed	Developing area. ACHD to coordinate with the City on the scope and timing of improvements.	<i>Plummer Rd, State St / Floating Feather Rd</i>
Not Programmed	Not Programmed	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	<i>Floating Feather Rd, Can Ada Rd / Hwy 16 Bikeway</i>

Star Transportation Committee Meeting

10:00 a.m. Wednesday February 3, 2021

Star Council Hall

Agenda:

1. Call to Order
2. Review Minutes from previous meeting
 - a.
3. Mayor Report- Mayor Trevor Chadwick
4. Council Liaison Report-Councilman Michael Keyes
5. Staff Report-Shawn Nickels
6. ACHD CIP Citizen Advisory Committee Report- John Turnipseed
7. Old Business
 - a. Review Council Action on ACHD IFYWP 2021-2026 City of Star Request
8. New Business
 - a. Hwy 16 Traffic Safety-Chris Todd
 - b. Discuss inclusion of Pathways under Transportation Committee
 - c. Develop Strategy/Goals for Pathways
 - d. Begin development of Pathways Plan
9. Announcements /General Discussion/Other
- 10.Next Meeting
 - a. Review New Action Items
 - i.
 - ii.
 - iii.
 - iv.
 - v.
- 11.Adjourn



CITY OF STAR

LAND USE STAFF REPORT MEMO

TO: Mayor & Council

FROM: Shawn L. Nickel, Planning Director & Zoning Administrator *Shawn L. Nickel*

MEETING DATE: **February 2, 2021** – PUBLIC HEARING

FILE(S) #: **AZ-20-17 Annexation and Zoning**
DA-20-23 Development Agreement
PP-20-14 Preliminary Plat for Rivercreek Landing Subdivision

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Developing Properties LLC
Todd Campbell Construction, Inc.
P.O. Box 140298
Boise, ID 83714

Applicant

Dean Waite
Todd Campbell Construction, Inc.
P.O. Box 140298
Boise, ID 83714

Representative:

Joe Canning, B & A Engineers
5505 Franklin Road
Boise, ID 83705

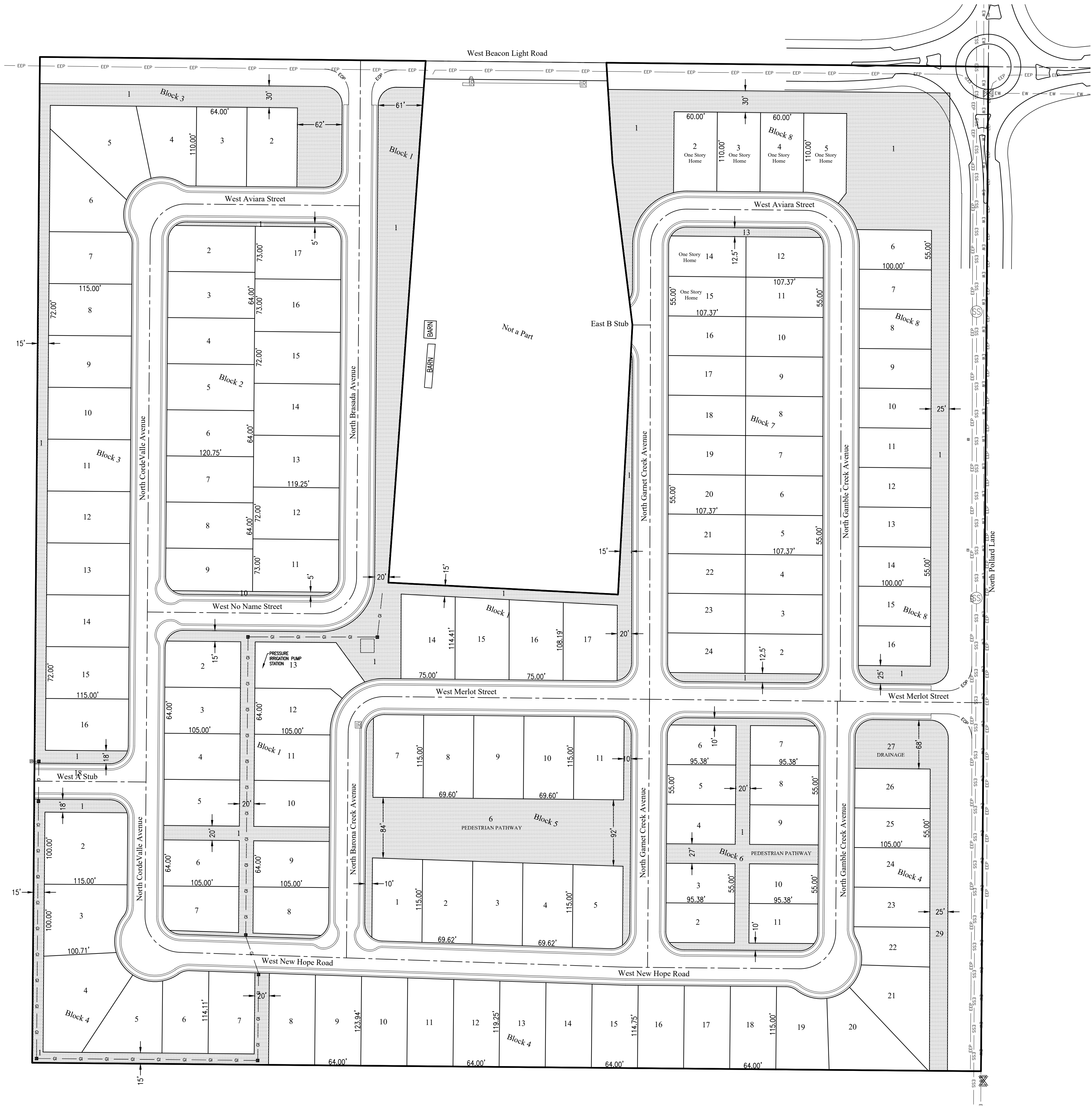
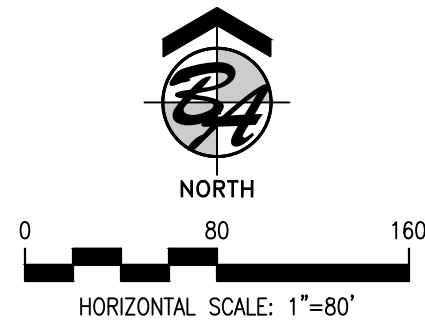
UPDATE

This application was originally heard by Council on December 1, 2020. At the last meeting, Council tabled the application and directed the applicant to address density, setbacks, floodplain issues and work with the neighbors to the west and in the middle of the development (Larsen's). The applicant and Staff has met with neighbors and the applicant has submitted a revised preliminary plat and will update the Council at the upcoming hearing. Staff has reviewed the updated plat for compliance with the Comprehensive Plan and Unified Development Code and finds that it meets the requirements and is therefore in support of the submitted revisions.

This updated report includes:

1. Revised Preliminary Plat with Original Plat Comparison

2. Copy of December 1, 2020 Council Minutes
3. Updated ACHD Report



Original Layout
147 Residential Lots

Revised Layout 1
128 Residential Lots

DESCRIPTION	AREA (ACRES)	PERCENTAGE
SUBDIVISION AREA	37.17	N/A
BEACON LIGHT & POLLARD RIGHT-OF-WAY	2.46	N/A
PROJECT AREA	34.71	100%
RESIDENTIAL LOTS	20.91	60.2%
OPEN SPACE AREA LOTS (LANDSCAPE)	5.93	17.1%
INTERNAL RIGHT-OF-WAY	7.87	22.7%

RESIDENTIAL LOTS	128
OPEN SPACE AREA LOTS (LANDSCAPE)	11
MAXIMUM GROSS DENSITY	3.74 DU/AC

Revisions		DATE/BY
REV.	DESC.	

SCALE: 1" = 80'
DATE: DECEMBER 21, 2020
DRAWN BY: KETTELLE
CHECKED BY: J.D. CANNING
PROJECT NO. 1006
DRAWING FILE NAME: T006 REVISED LOT LAYOUT

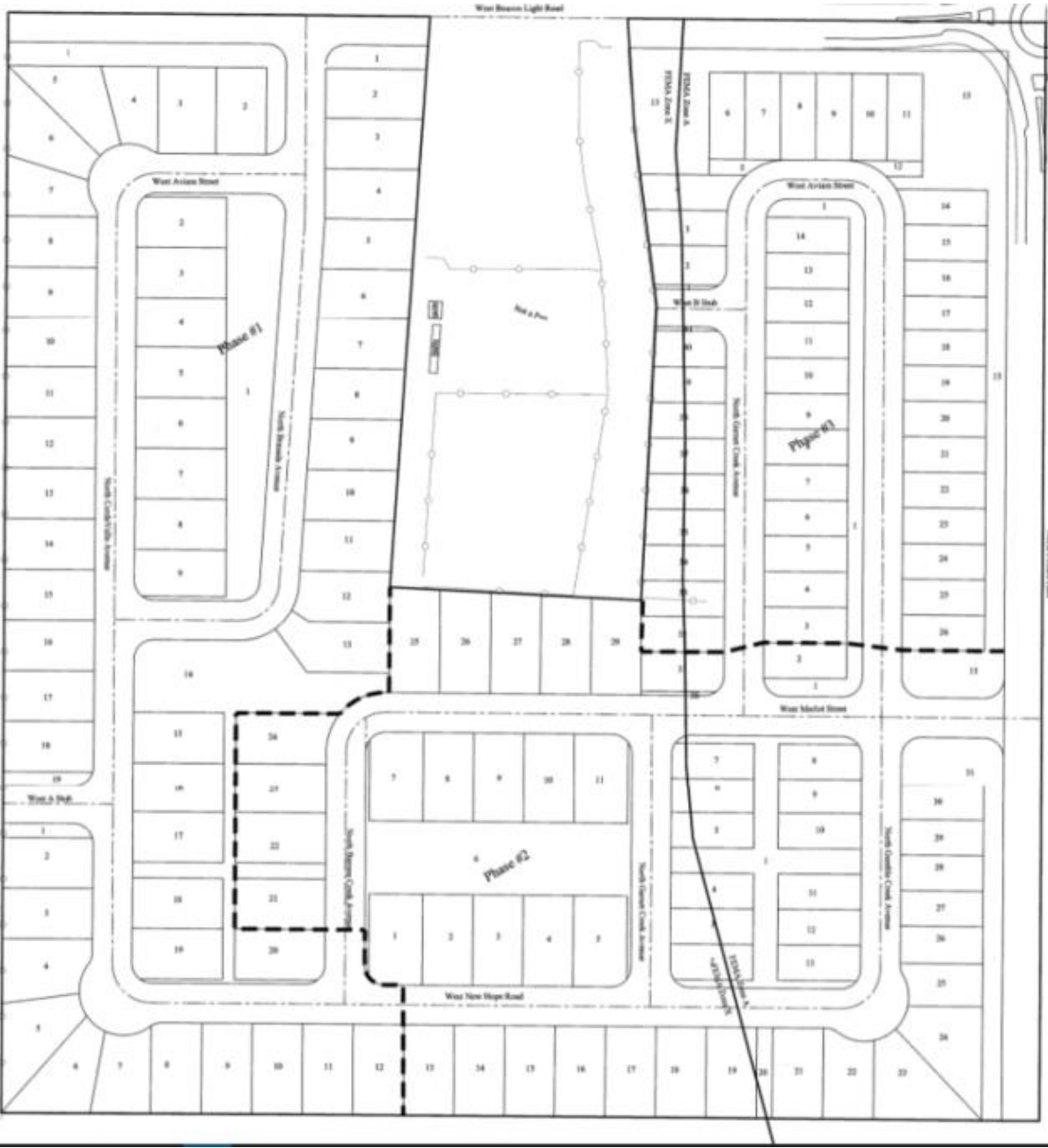
SHEET NO:
LAYOUT 1

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-5581

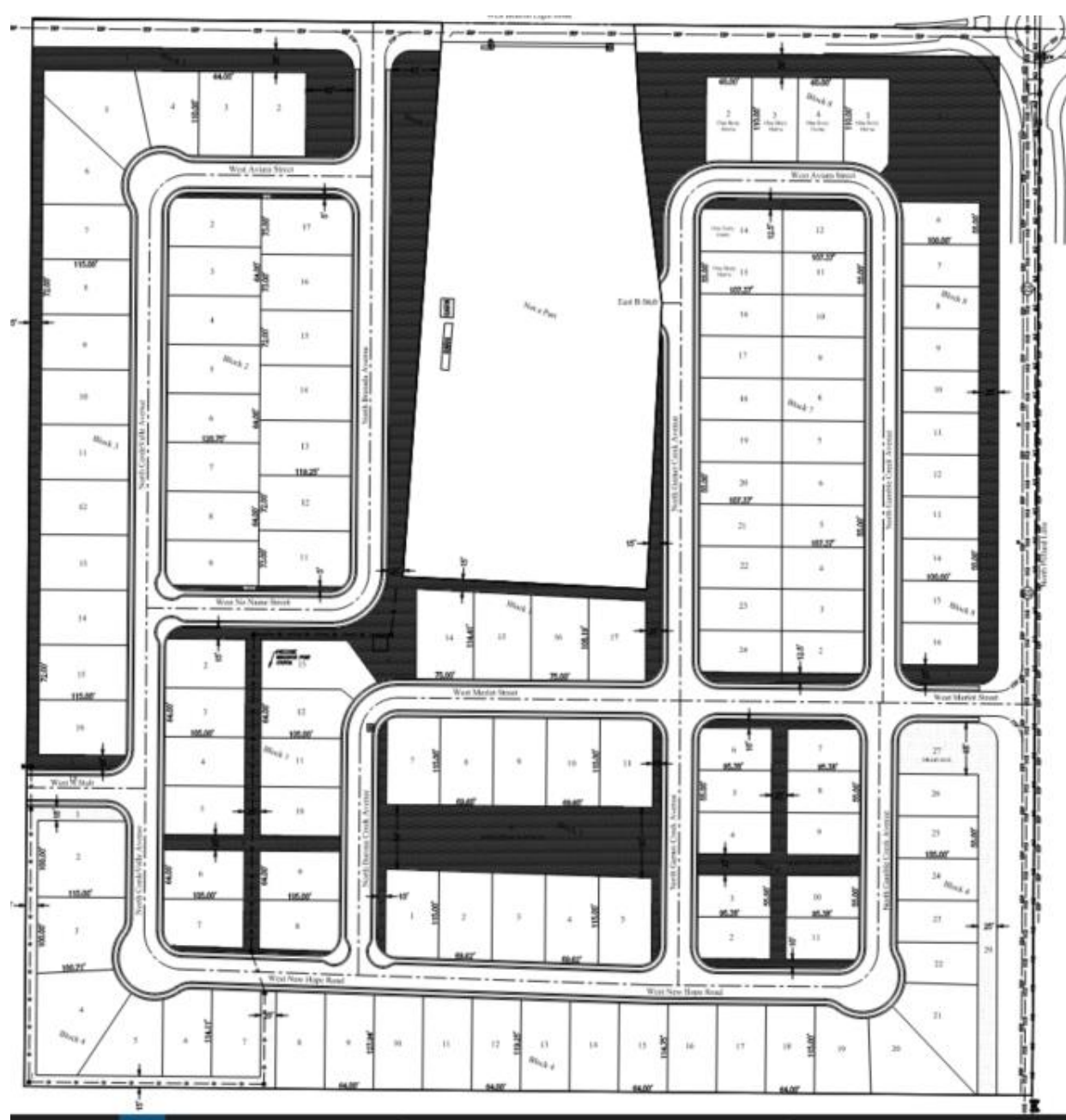
Site Plan

River Creek Landing Subdivision
SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO

ORIGINAL PRELIMINARY PLAT



REVISED PRELIMINARY PLAT





STAR CITY COUNCIL MEETING MINUTES

December 1, 2020

1. CALL TO ORDER:

The regular meeting of the Star City Council was held on Tuesday, December 1, 2020 at Star City Hall, 10769 W. State Street in Star, Idaho. Mayor Trevor Chadwick called the meeting to order at 7:00 pm and all stood for the Pledge of Allegiance.

2. INVOCATION - Jeff Graviat, Church of Jesus Christ of Latter Day Saints

3. ROLL CALL

Council Present: David Hershey, Michael Keyes, Jennifer Salmonsens, Kevin Nielsen

Council Absent: None

4. APPROVAL OF THE AGENDA:

Keyes moved to approve the agenda. Hershey seconded the motion. All ayes. Motion carried.

5. CONSENT AGENDA:

Keyes moved to approve the consent agenda. Salmonsens seconded the motion. All ayes. Motion carried. There were corrections to the minutes and a code for the Claims against the City, and questions for Staff regarding the Moon Valley final plat and an amenity at Sunfield Subdivision. Keyes amended his motion to include changes. Salmonsens amended her second.

VOTE: Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

6. PRESENTATION:

A) Star Sewer & Water – *Greg Timinsky and Justin Walker*

There was a presentation regarding two new lift stations, which could potentially almost triple the city limits of Star, and they inquired if the City would be interested in investing in either project. They detailed the scope of the projects and there were discussions regarding the proposal, including construction time period, cost, terms, credit, estimated payback period, annexation. There was a decision to schedule a workshop in January to further discuss the proposal.

7. OLD/NEW BUSINESS:

A) Public Hearing – Rivercreek Landing Subdivision

The Mayor opened the public hearing. No ex parte contact from Council members.

Applicant: Dean Waite – 4283 Nystrom Wy, Boise ID 83713

The Applicant is seeking approval of an Annexation and Zoning (from RUT to R-5), a Development Agreement, and Preliminary Plat for a proposed residential subdivision consisting of 147 residential lots and 15 common lots. Waite talked about a traffic study, future plans for an Elementary School, High School and new Technical High School, detailed the plans for the RiverCreek Landing development. There were discussions regarding setbacks, rezoning to R-4, pathway lighting, amenities, concerns from the adjacent property owners, lot sizes, buffering, open space, density, flood zones, and future subdividing.

Public Testimony:

Jake Conklin – 11347 W Dallan Ct, Boise ID 83713.

Conklin was in support of this project. He believes that the ability to mix use with larger and smaller homes is an advantage for affordability.

Joe Abreu – 2730 N Rolling Hills, Star ID 83669.

Abreu was opposed to this project. He would like to see larger setbacks, a minimum of 1 acre lots, buffering along the school and having only single-story homes. He also mentioned a stub road.

Online, Will Eason – 10174 W Star Acres Dr, Star ID 83669.

Eason was opposed to this project. He does not believe it to be compatible with the area. He would like to see larger lots, less density and more buffering between existing properties.

Online, Steve Greene – 9999 W Acres Dr, Star ID 83669.

Greene was opposed to this project. He believes that R-5 is not a good fit. He would like to see larger lots, significant buffering, and single-story homes. He mentioned drainage and access on to Beacon Light and would like to see two streets renamed, W New Hope and W Merlo.

Online, Loren Macey – 9605 W Beacon Light Rd, Star ID 83669

Macey was opposed to this project. She does not believe this project fits Star and does not feel that neighborhood concerns were satisfied. She would like to see a minimum of 1 acre lots with 25 ft setbacks, single story, and expressed concerns regarding fencing, livestock, irrigation and storm drainage. There was discussion regarding subdividing. They have no plans to subdivide.

Online, James Baker – 9605 W Beacon Light Rd, Star ID 83669

Baker was opposed to this project. He spoke of their ranch and would like to see buffering and at least 1 acre lots, single story homes, and safe fencing. He expressed concern regarding traffic.

Online, Cody Larsen – 9393 W Beacon Light, Star ID 83669.

Larsen is opposed to this project. He does not feel that R-5 fits the landscape of the area. He has no intention of developing or subdividing. He would like to see at least 1 acre lots, buffer zones, single story homes and greater separation between people and animals for safety.

Rebuttal:

Waite addressed questions and concerns regarding the storm drainage plan, street names, entrance to Beacon Light, fencing, irrigation and future development. There was discussion regarding elevation changes, fencing, interaction with livestock, frontage road width, buffering and working with neighbors on a redesign that would be agreeable to them as well.

The Mayor closed the Public Hearing and went into deliberations. There was discussion regarding this application needing a little more resolution, getting the flood plain issue worked out, and tabling for them to meet with the neighbors again. Nielsen moved to table to February 2, with direction for the applicant to address density, setbacks, flood plains and work with neighbors. Keyes seconded the motion.

VOTE: Tabled to February 2, 2021. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

B) Review/Decision on Keller Engineering Park Improvements

City Engineer, Ryan Morgan discussed the scope of the project and summarized the improvement plans for Hunter's Creek Park, Pavillion Park and Blake Haven Park. Some of these improvements include a new parking lot, drainage ditch, concrete pavement, storm water concerns, dog park improvements, and playground equipment, and making them ADA compliant. There was discussion regarding time and material, budget, bid process, the playground, and paved paths. Keyes moved to approve the agreement with any changes discussed and get them implemented into the final compensation package. Salmonsens seconded the motion.

VOTE: Approved with changes. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

8. REPORTS:

Councilman Hershey – Met with Valley Regional Transit to discuss board membership.

Councilman Keyes – He participated with Council Salmonsens at Make Star Shine day, The Transportation Committee is working on updating input into the ACHD Integrated 5-yr workplan and updating the Economic

Quarter access map, working with Canyon Highway District 4 on impact fees and put together input into proportionate share planning and had a meeting with ITD regarding the proportionate share dollars.

Councilman Nielsen – He is waiting for some meetings to happen before he can report.

Councilwoman Salmonsén – She attended the 2020 Idaho Walk/Bike Alliance Annual Conference 1-day training. She had her monthly Air Quality Board meeting and she met with a local Star Emissions owner and learned about emissions testing. The Pathways & Beautification “Make Star Shine Day” had over 40 volunteers and 250 bags of leaves collected. Work continues on the Pathway Master Map Plan and they hope to have a plan to present in January. They are also looking into dressing up the corner of the empty lot across from Maverick. The Expo Idaho project hopes to wrap up in February. Comments can be made at the Ada County website. She also asked about bringing back public input for our Council meetings.


Mayor Chadwick – 960 Main should be done by Friday and there will be a tree lighting ceremony there on Saturday, December 5 at 7 pm. The Scanning project is about done, and the Building Dept software upgrade should be done by the first of year. The fiber optics project should go live this week and next week. The Mayor has been on many Emergency Management calls and encouraged everyone to be careful and not overwhelm hospitals. He had an ITD meeting about signing an agreement, with other cities also on board. There is another project to widen Can Ada road to Star Road. There will be a follow up meeting in January, and they talked about the light at Palmer and Hwy 44.

9. EXECUTIVE SESSION

Keyes moved to go into Executive Session at 9:35 pm. Salmonsén seconded the motion. Roll Call vote. All ayes. The Executive Session ended at 10:04 pm.

10. ADJOURNMENT: The Mayor adjourned the meeting at 10:05 pm.

Respectfully submitted:



Meredith Hudson, Deputy City Clerk

Approved:



Trevor A Chadwick, Mayor



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: Ryan B. Field – Assistant City Planner *Ryan B. Field*

MEETING DATE: December 1, 2020 – PUBLIC HEARING

FILE(S) #: **AZ-20-17 Annexation and Zoning**
DA-20-23 Development Agreement
PP-20-14 Preliminary Plat for Rivercreek Landing Subdivision

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Developing Properties LLC
Todd Campbell Construction, Inc.
P.O. Box 140298
Boise, ID 83714

Applicant

Dean Waite
Todd Campbell Construction, Inc.
P.O. Box 140298
Boise, ID 83714

Representative:

Joe Canning, B & A Engineers
5505 Franklin Road
Boise, ID 83705

REQUEST

Request: The Applicant is seeking approval of an Annexation and Zoning (R-5), a Development Agreement, and Preliminary Plat for a proposed residential subdivision consisting of 147 residential lots and 15 common lots. The property is located at 3013 N. Pollard Lane, at the southwest corner of W. Beacon Light Road and N. Pollard Lane in Star, Idaho, and consists of 34.8 acres with a proposed density of 3.98 dwelling units per acre.

PROPERTY INFORMATION

Property Location: The subject property is generally located on the south side of W, Beacon Light Road, west of N. Pollard Lane. Ada County Parcel No. S0404223010.

Existing Site Characteristics: The property is currently vacant and/or in agricultural production.

Irrigation/Drainage District(s): - Farmer's Union Ditch Company, LTD
P.O. Box 1474, Eagle, ID 83616

Flood Zone: This property has a portion that is that is located in Flood Zone A.

Special On-Site Features:

- ✧ Areas of Critical Environmental Concern – Floodway Zone A on eastern portion of property with undetermined BFE. Applicant has submitted waiver with Preliminary Plat.
- ✧ Evidence of Erosion – No known areas.
- ✧ Fish Habitat – No known areas.
- ✧ Mature Trees – None.
- ✧ Riparian Vegetation – No.
- ✧ Steep Slopes – None.
- ✧ Stream/Creek – None.
- ✧ Unique Animal Life – No unique animal life has been identified.
- ✧ Unique Plant Life – No unique plant life has been identified.
- ✧ Unstable Soils – No known issues.
- ✧ Wildlife Habitat – No wildlife habitat has been developed or will be destroyed.
- ✧ Historical Assets – No historical assets have been observed.

APPLICATION REQUIREMENTS

Pre-Application Meeting Held	January 31, 2020
Neighborhood Meeting Held	June 16, 2020
Application Submitted & Fees Paid	October 07, 2020
Application Accepted	October 29, 2020
Residents within 300' Notified	October 29, 2020
Agencies Notified	October 29, 2020
Legal Notice Published	November 01, 2020
Property Posted	November 17, 2020

HISTORY

There have been no previous requests through the City for development of this property.

SURROUNDING ZONING/COMPREHENSIVE PLAN MAP/LAND USE DESIGNATIONS
--

	Zoning Designation	Comp Plan Designation	Land Use
Existing	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural
Proposed	R-5-DA	Neighborhood Residential	Estate Residential

North of site	County Rural Transitional (RUT)	Neighborhood Residential	Single Family Residential / Agriculture
South of site	R-2	Neighborhood Residential	Vacant / Agricultural / Future High School
East of site	R-2	Neighborhood Residential	River Birch Golf Course
West of site	County Rural Transitional (RUT)	Neighborhood Residential	Single Family / Residential Redtail Ranch Performance Horses LLC

CODE DEFINITIONS / COMPREHENSIVE PLAN

UNIFIED DEVELOPMENT CODE:

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

B. Standards:

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

denial of all related applications.

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

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

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

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

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

<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-4: ZONING DISTRICT DIMENSIONAL STANDARDS:

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

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

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

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

space.

2. Each development is required to have at least one site amenity.

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

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

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

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

b. Qualified natural areas;

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

d. A plaza.

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

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

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

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

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

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

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

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

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

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

8-1E-1: DEFINITIONS - TERMS DEFINED

TRANSITIONAL LOT OR PROPERTY: The size of a new residential lot when being proposed adjacent to an established residential use. The ratio for lots adjacent to properties shall be determined on a case by case basis, when considering the size of the development potential for

the existing use. This shall not be required if separated by an existing roadway or large canal where the distance between new structures and existing structures equal or exceed 100 feet.

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

- 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.

8.5.9 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 rezone request from County Rural Urban Transition (RUT) to Medium Density Residential (R-5) 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 3.98 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 aligned with this designation. The requested zoning designation and density meets the intent of the Comprehensive Plan.

PRELIMINARY PLAT:

The Preliminary Plat submitted contains 147 single family residential lots, and 15 common area lots for a total of 162 total lots. The residential lots range in size from 4,419 square feet to 8,000 square feet with the average buildable lot area of 7,300 square feet. The applicant has indicated that the development will contain a total of 5.50 acres (15.8%) of open space. This meets the minimum requirement for usable open space in the current Unified Development Code, Section 8-4E-2. Streets are proposed to be public throughout the development and will measure 36 ft from back of curb to back of curb and satisfy Section 8-4D-34B(4) of the UDC.

The development will be accessed on the north from W. Beacon Light Road. There will also be access on the east of the development to N. Pollard Lane. The development will also have a stub road located on the southwest edge of the property that will terminate at the property line with the possibility to extend in the future.

The current Unified Development Code, Section 8-4E-2 requires a development of this size to have 4 site amenities. The applicant is proposing a 10 ft wide exercise pathway around the eastern perimeter of block 7. The applicant also calls out a park and additional walking paths. These other features are not specified on the preliminary plat. This will be a condition of approval for the final plat and all 4 amenities need to be called out.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Sidewalks are proposed at five-foot (5') widths and will be attached throughout the overall subdivision.
- 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 street light design. A condition of approval will be required to receive staff approval of streetlights prior to final plat approval.

- Street Names
Street names will be approved by the Ada Street Naming Committee prior to signature of final plat.
- Landscaping - As required by the Unified Development Code, Chapter 8, Section 8-8C-2-M (2) Street Trees; A minimum of one street tree shall be planted for every thirty-five (35) linear feet of street frontage. The applicant shall use "Treasure Valley Tree Selection Guide", as adopted by the Unified Development Code. The landscape plan submitted with the Preliminary Plat does not show street trees throughout the entire development. A revised landscape plan will need to be submitted that shows the correct number of trees for each street within the subdivision. This will be a condition of approval for the final plat.
- Setbacks – Applicant is requesting a five (5) foot side yard setback for all homes in the development. This satisfies the Unified Development Code Dimensional Standards found in Section 8-3A-4.
- It appears that the applicant is requesting a street side yard setback of 15 feet. As stated in the Unified Development Code Dimensional Standards (Section 8-3A-4), this setback requirement is 20 feet in the R-5 zone. Applicant shall meet this code unless a waiver is applied for and approved.
- Floodplain – A portion of the property on the east is within an unstudied Zone A Flood Zone. The applicant has been in contact with staff and the City Engineer regarding this area. The applicant has submitted a request to waive an initial flood study of the area with the understanding that this area of the subdivision cannot develop until the flood study is completed and BFE is established for construction of that phase. A condition of approval will be placed on the preliminary plat addressing this.

AGENCY RESPONSES

Keller and Associates	October 15, 2020
ITD	Pending
ACHD	November 24, 2020 (Draft)
DEQ	November 6, 2020
West Ada School District	November 20, 2020
Central District Health	November 2, 2020
Idaho Dept. of Water Resources	November 4, 2020

PUBLIC RESPONSES

No public comments have been received.

STAFF ANALYSIS & RECOMMENDATIONS

Staff is supportive of the 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 annexation and zoning, 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.

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.

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 Rivercreek Landing Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. All public streets shall have a minimum street width of 36' and shall be constructed to ACHD standards.
3. **Applicant shall meet all the setback requirements in the Unified Development Code Section 8-3A-4, including side street setbacks of 20 feet unless a waiver is applied for and approved by the council.**
4. The stub streets shall be built in accordance with ACHD and Star Fire District requirements.
5. 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.
6. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision and shall be maintained by the Homeowners Association. Streetlights shall be installed prior to any building occupancy. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall submit a streetlight plan/design prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
7. Street trees shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees including one (1) tree per thirty-five (35) linear feet. **A revised landscape plan needs to be submitted that shows the correct placement and number of trees throughout the development. This will be required prior to Final Plat approval.**

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. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
11. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
12. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
13. A letter from the US Postal Service shall be given to the City at Final Plat stating the subdivision is in compliance with the Postal Service and indicating the location of the mailbox cluster(s).
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 or CUP conditions.
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. Any additional Condition of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File #AZ-20-17/PP-20-14/DA-20-23 for Rivercreek Landing Subdivision on _____, 2020.



September 23, 2020

City of Star Planning and Zoning
10769 W. State Street
Star, Idaho 83669

Re: RiverCreek Subdivision – PP application narrative

To Whom it May Concern:

This letter is to inform the City of Star that Dean Waite with Todd Campbell Construction Inc. is requesting preliminary plat review for the RiverCreek Subdivision.

The contact information for the applicant is:

Dean Waite
Todd Campbell Construction Inc.
PO Box 140298
Boise, ID 83714
208-631-5052
Pm.tccinc@gmail.com

The proposed use for this site is single family residential. The following is a narrative to accompany this application.

Site Background:

This 37 acre site is located on the SW corner of Beacon Light and Pollard. The property is currently in Ada County and zoned RUT. We are proposing annexation into the city of Star. Our request for R-5 zoning is consistent with the Star comprehensive plan and land use map. The property wraps around a 5 acre out parcel. The owners of the 5 acre out parcel are not interested in being part of the development at this time. There is a slope line running North and South along the Eastern boundary of the outparcel. North Eastern portion of the subject property is located in Zone A floodplain. It is the applicant's intention to complete comprehensive flood mapping to be coordinated with the City of Star flood administrator and our engineers.

Development Details:

The Preliminary plat consists of 147 single family dwelling units and 17 common lots. We are proposing a mixture of lot sizes that will provide options for future Star residents. There will be greater than 15% open space that will include detached sidewalks with landscaped parkway, a neighborhood park, and

landscaped open space with walking paths through out. There will also be a walking path that connects our subdivision sidewalk to the West Ada future High School location to the South. The RiverCreek Subdivision HOA will be responsible for maintenance of all common areas within the subdivision.

The Star Future Land Use Map designates this land as neighborhood residential. Our request for R-5 zoning is consistent with this designation and with Star Planning and Zoning staff recommendations.

We have prepared and are submitting the preliminary plat in conformance with all requirements and provisions of the UDC. The preliminary plat has been prepared in conformance with acceptable engineering, architectural and surveying practices and local standards.

The subdivision will access current county roads, Beacon light to the North and Pollard Lane to the East. We have conducted a traffic study and submitted this to ACHD for their review.

All design standards that we are proposing are consistent with the City of Star Unified Development Code. We are pleased to present these applications for RiverCreek subdivision to the City of Star for your review and approval. Please do not hesitate to contact me if you have any further questions.

Thank you,

Dean Waite, Project Manager
Todd Campbell Construction Inc.



November 4, 2020

City of Star Planning and Zoning
10769 W. State Street
Star, Idaho 83669

Re: RiverCreek Subdivision – Waiver Request – BFE study

Attention Star Planning and Zoning staff:

This letter is to inform the City of Star that Dean Waite, with Todd Campbell Construction Inc., is requesting a waiver for the timing of completing a detailed flood study and establishing the BFE for RiverCreek Landing building lots that are potentially in the current flood zone.

RiverCreek Landing is planned to be a three-phase subdivision. The second and third phase of the subdivision have areas of land that are in an unstudied Zone A flood zone. We are planning to complete a detailed flood study of the area that will allow us to establish the exact flood zone and BFE. In order to work with the City of Star flood administrator we need to wait to begin the study until the land has been annexed into the City of Star. Upon annexation our engineers will work with the City of Star to complete this study.

We are requesting a waiver to the requirement that a BFE be submitted with our preliminary plat application. We would ask the City of Star to move forward with the approval process of our preliminary plat. We also request that for phase one of RiverCreek Landing, which is not in any flood zone, the plat be approved to continue through final plat and construction drawing approval process while we complete the flood study for the areas in the future phases. Upon the annexation of our land into the City of Star we will begin the flood study process. We understand that the flood study will need to be complete before approval of the construction drawings for the phases that are in the current flood zone.

Thank you,

Dean Waite, Project Manager
Todd Campbell Construction Inc.

Vicinity Map

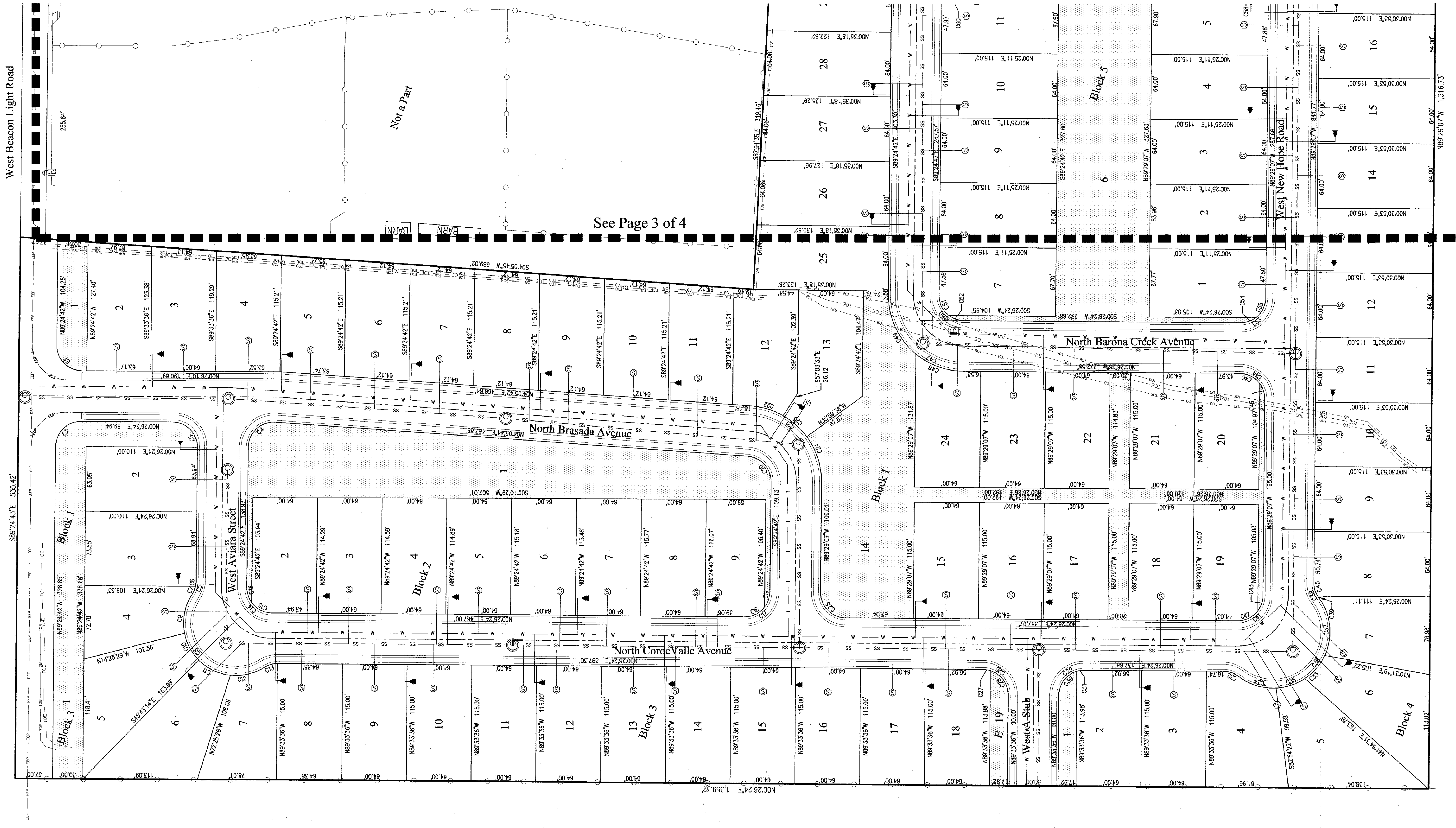


BEACON LIGHT ROAD

POLLARD LANE

Project Area

THE AFFIXED STAMP INDICATES
THAT THE SUBDIVISION
BOUNDARY SHOWN HEREON
HAS BEEN BASED ON AN
ACTUAL FIELD SURVEY.

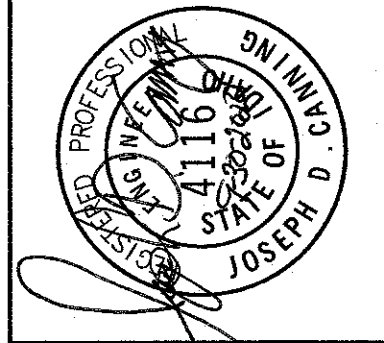


THE ATTACHED STAMP INDICATES
THAT THE SUBDIVISION
BOUNDARY SHOWN HEREON
HAS BEEN BASED ON AN
ACTUAL FIELD SURVEY.

Revisions	
REV.	DESC.

SCALE = 50'
DATE: FEBRUARY 21, 2020
DRAWN BY: S.M. WILCOCK
CHECKED BY: J.D. CANNING
PROJECT NO. TC06
DRAWING FILE NAME: TC06 8.4.20 S.M.W.dwg

Preliminary Plat
Rivercreek Landing Subdivision
SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
ADA COUNTY, IDAHO



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381



HORIZONTAL SCALE: 1"=50'
50 0 50

West Beacon Light Road

North Pollard Lane

North Gamble Creek Avenue

North Garnet Creek Avenue

North Garnet Creek Avenue

West New Hope Road

West Merlot Street

West Avira Street

Not a Part

See Page 2 of 4

THE ABOVE STAMP INDICATES
THAT THE SUBMISSION
BOUNDARY SHOWN HEREON
HAS BEEN BASED ON AN
ACTUAL FIELD SURVEY.

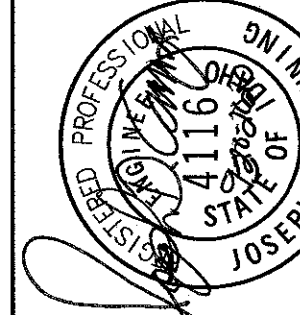
Revisions
REV. DESC.

DATE/BY

Preliminary Plat

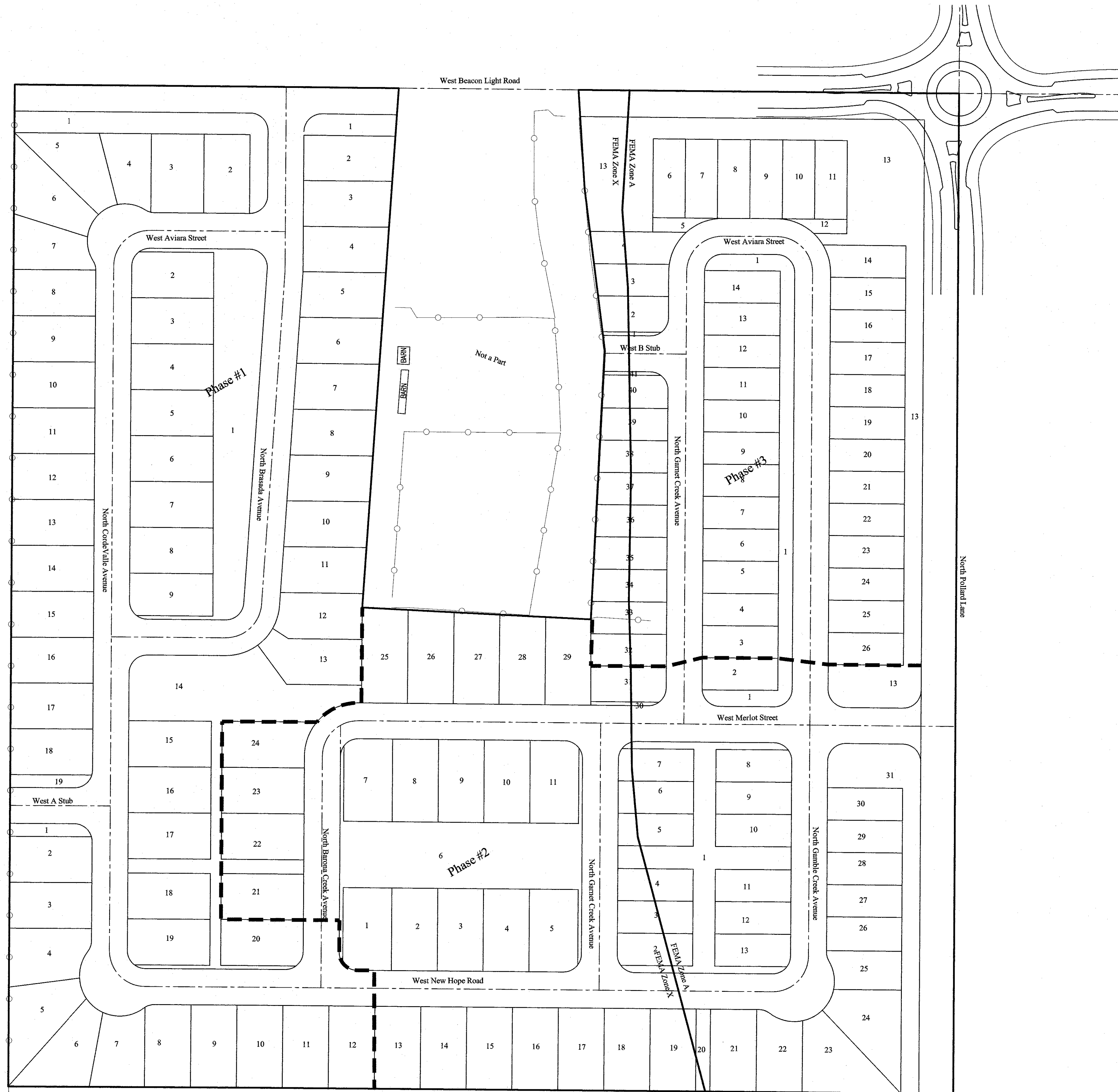
Rivercreek Landing Subdivision

SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 4, TOWNSHIP 4 NORTH, RANGE WEST, BOISE MERIDIAN,
ADA COUNTY, IDAHO



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

3 of 4





STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 North Orchard Street • Boise, ID 83706 • (208) 373-0550
www.deq.idaho.gov

Brad Little, Governor
Jess Byrne, Director

November 6, 2020

By e-mail: snickel@staridaho.org

Shawn L. Nickel
City Planner and Zoning Administrator
City of Star
P.O. Box 130
Star, Idaho 83669

Subject: Rivercreek Landing Subdivision, AZ-20-17, DA-20-23, PP-20-14

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

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

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).
- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites. Information on fugitive dust control plans can be found at: http://www.deq.idaho.gov/media/61833-dust_control_plan.pdf
- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.
- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited

open burning occurs during construction.

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

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

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

3. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: deq.idaho.gov/water-quality/drinking-water.aspx). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of

a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.

- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

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

4. SURFACE WATER

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. A Construction General Permit from EPA may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: <https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

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

5. HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site.

These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.

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

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

6. ADDITIONAL NOTES

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

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

Sincerely,



Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

ec: EDMS#2020AEK252



131 SW 5th Ave, Suite A
Meridian, ID 83642

(208) 288-1992

October 15, 2020

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

Re: Rivercreek Landing Subdivision Preliminary Plat Application

Dear Mayor:

Keller Associates, Inc. has reviewed the Preliminary Plat for the Rivercreek Landing Subdivision dated September 30, 2020. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Shawn L. Nickel. We have the following comments and question based on our review:

1. Provide legal description.
2. Provide easement information on plat. Public and private easements are shown on plat for open spaces, access drives, drainage facilities, floodway maintenance boundaries, offsite storage areas and connecting piping for detached flood water storage impoundments, existing irrigation ditches, new irrigation ditches or pipelines, bicycle / pedestrian pathways (connectivity to adjacent developments), and irrigation piping.
3. Please call out all common lots and provide intended purpose.
4. Provide natural features map showing all existing site features and 1-foot contour elevations is provided in accordance with 5-7 of City of Star Subdivision Ordinance.
5. Match line needs to show all that is being constructed, it appears that the lower middle portion of the plat is cut off.
6. Page 4, provide elevation of BFE.
7. Provide streetlights at every intersection and knuckle. Street lighting shall be in accordance with ISPMC and the City of Star Supplementals. Cut sheet for lights and light poles shall be approved in writing by the City prior to installation.
8. Provide preliminary pressure irrigation plans. 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.
9. Provide preliminary storm drainage facilities. 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.

10. There is an existing ditch shown on the property, what will be done with the existing onsite ditch? Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
11. Potable water cannot be used for irrigation purposes. A separate pressure irrigation system will be required.
12. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
13. 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.
14. Landscape plans including fencing, buffer areas, and street trees will have to conform to the City subdivision ordinance.

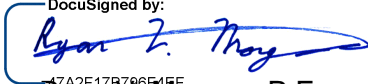
We recommend that the **conditions 1 and 10 listed above be addressed prior to approval of the Preliminary Plat**. Any variance or waivers to the City of Star standards, ordinances, or policies must be specifically approved in writing by the City. Approval of the above-referenced Preliminary Plat does 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.

DocuSigned by:



47A2E17B796F45F
Ryan V. Morgan, P.E.
City Engineer

cc: File

11/4/2020

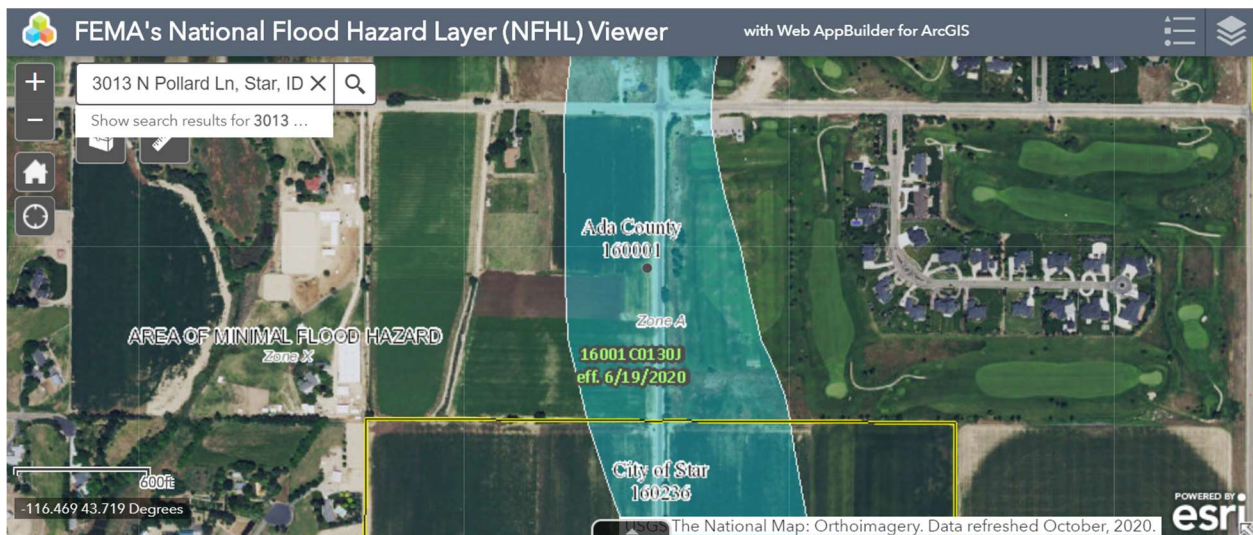
To Shawn Nickel, Planning Director & Zoning Administrator,

Re: Star Files: AZ-20-17, DA-20-23, & PP-220-14
RiverCreek Subdivision - 3013 N Pollard Lane, Star

The application to the City of Star **MUST include BFE determinations, & a LOMR is required.**

The flowing NFIP regulations apply to this project:

Title 44 of the Code of Federal Regulations Section 60.3(b)(3) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data;



Thank you,
Maureen O'Shea, AICP, CFM
NFIP State Coordinator
Idaho Dept. of Water Resources
322 E Front St, P.O. Box 83720
Boise, ID 83720
Office # 208-287-4928
Cell # 208-830-4174
Maureen.OShea@idwr.idaho.gov
www.idwr.idaho.gov/floods



Ada County Transmittal
Division of Community and Environmental Health

Return to:

- ☐ ACZ
☐ Boise
☐ Eagle
☐ Garden City
☐ Meridian
☐ Kuna
☒ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat PP-20-14

Rivercreek Landing

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☒ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☒ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☒ central water
☐ individual sewage ☐ individual water
- ☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☒ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☒ central water
- ☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- ☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- ☐ 12. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store
- ☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.
- ☐ 14. _____

Reviewed By: Rowdy

Date: 11 / 2 / 2020



West Ada

SCHOOL DISTRICT

November 20, 2020

City of Star
P.O. Box 130
Star, ID 83669

RE: Rivercreek Landing Subdivision
PP-20-14, AS -20-17, DA-20-23

Dear Planners:

Joint School District No. 2 (dba West Ada School District) has experienced significant and sustained growth in student enrollment during the last ten years. Many of our schools throughout the district are operating at or above capacity. Based on U.S. census data, we can predict that these homes, when completed, will house **103 (= # homes x 0.7 student generation rate) school aged children**. Approval of the **Rivercreek Landing Subdivision** will affect enrollments at the following schools in West Ada District:

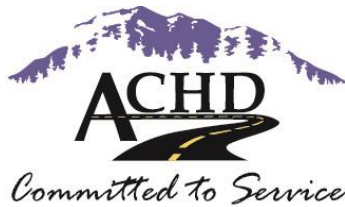
	<u>Enrollment</u>	<u>Capacity</u>
Star Elementary	547	650
Star Middle School	709	1000
Eagle High School	2100	1800

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. In order to meet the need for additional school capacity, West Ada School District will accept the donation of land appropriate for a school site. Passage of a bond issue will be required prior to the commencement of new school construction.

New residents cannot be assured of attending the neighborhood school(s) as it may be necessary to bus students to available classrooms across the district. The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to provide safe walkways, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508 - future development will continue to have an impact on the district's capacity.

Sincerely,

Joe Yochum
Assistant Superintendent – Operations
West Ada School District



Project/File: Rivercreek Landing/ SPP20-0011/ AZ-20-17/ PP-20-14/ DA-20-23
This is an annexation with rezone from RUT to R-5, and a preliminary plat application to allow for the development of a 144-lot residential subdivision on 3.98-acres.

Lead Agency: City of Star

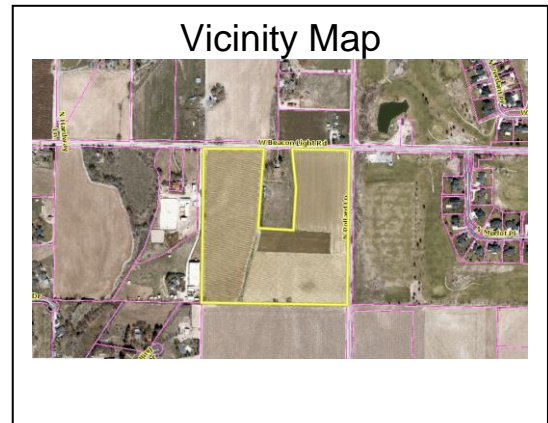
Site address: 3013 N Pollard Lane

Staff Approval: January 20, 2021

Applicant: Todd Campbell Construction, Inc./
 Developing Properties, LLC.
 Dean Waite
 PO Box 140298
 Boise, ID 83714

Representative: B & A Engineers
 Joe Canning
 5505 Franklin Road
 Boise, ID 83705

Staff Contact: Stacey Yarrington, Planner III
 Phone: 387-6171
 E-mail: syarrington@achdidaho.org



A. Findings of Fact

- Description of Application:** The applicant is requesting approval of an annexation with rezone from RUT (Rural Urban Transition) to R-5 (Medium density Residential) and a preliminary plat application to allow for the development of a 144-lot residential subdivision consisting of 133 single-family lots and 11 common lots on 34.8-acres. The applicant's proposal is consistent with the City of Star's Future Land Use Map that designates this area as Neighborhood Residential.

- Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Rural Urban Transition (Ada County)	RUT
South	Low density Residential	R-2
East	Low density Residential	R-2
West	Rural Urban Transition (Ada County)	RUT

- Site History:** ACHD has not previously reviewed this site for a development application.
- Adjacent Development:** The following developments are pending or underway in the vicinity of the site:
 - Sunfield Estates, a 70-lot single-family subdivision located west of the site was approved by ACHD in November 2020.

- Canvasback, a 112-lot single-family subdivision located west of the site was approved by ACHD in September 2020.
- Canopi Estates, a 15-lot single-family subdivision located west of the site was approved by ACHD in June 2020.
- Rosti Farm, a mixed-use development (426 residential lots, 7 commercial lots) located south of the site was approved by ACHD in June 2020.
- Greiner Hope Springs, a 270-lot residential development located west of the site was approved by ACHD in August 2019.
- Greendale Grove, a 106-lot residential development located northwest of the site was approved by ACHD in April 2019.
- Greendale, a 131-lot residential development located west of the site was approved by ACHD in April 2019.
- Iron Mountain Estates, a 43-lot single-family subdivision located south of the site was approved by ACHD in May 2019.

5. **Transit:** Transit services are not available to serve this site.

6. **New Center Lane Miles:** The proposed development includes 1.29 centerline miles of new public road.

7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP).

- Beacon Light Road is listed in the CIP to be widened to 3-lanes from Munger Road to Pollard Lane between 2036 and 2040.
- Beacon Light Road is listed in the CIP to be widened to 3-lanes from Pollard Lane to SH-16 between 2036 and 2040.
- Floating Feather Road is listed in the CIP to be widened to 3-lanes from Star Road to Plummer Road between 2036 and 2040.
- The intersection of Beacon Light Road and Pollard Lane is listed in the CIP to be reconstructed as a single-lane roundabout between 2036 and 2040.

9. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

The BMP identifies Beacon Light Road as a Level 3 facility and Pollard Lane as a Level 2 facility to be constructed as part of a future ACHD project.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 1,256 vehicle trips per day; 133 vehicle trips per hour in the PM peak hour, based on the traffic impact study.

2. Traffic Impact Study

Kittelson & Associates, Inc. prepared a traffic impact study for the proposed Rivercreek Landing Subdivision. Below is an executive summary of the findings **as presented by Kittelson & Associates, Inc.** The executive summary is **not the opinion of ACHD staff**. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.

EXECUTIVE SUMMARY

Existing Conditions

The study evaluated 8 off-site intersections during the AM and PM peak period of a typical weekday.



All study intersections were found to operate at acceptable operating standards during the existing AM and PM peak hours with the exception of:

- SH 16/ Beacon Light Road (PM peak hour)
 - The westbound right-turn approach operates at a $v/c=1.00$ and LOS F during the weekday PM peak hour.
 - Adding a westbound right-turn overlap allows for all movements and the intersection to operate with a v/c ratio of 0.90 or less.
- SH 16/ Floating Feather Road (AM and PM peak hours)
 - The eastbound and westbound approach meet ACHD and ITD standards and operate under capacity but at LOS E and F in the weekday AM and PM peak hours, respectively.
 - Traffic signal warrants found the intersection meets the 8-hour, 4-hour, and peak hour MUTCD traffic signal volume warrants.

- Based on other recent studies prepared that included intersection, ITD has stated that they prefer converting the intersection to right-in/right-out/left-in than signaling the intersection.
- SH 44/ Plummer Road (AM and PM peak hours)
 - The southbound approach is projected to operate under capacity but with relatively long delays resulting in LOS F during peak hours.
 - ITD has planned to install a traffic signal at the intersection in 2020 in which all movements and the intersection will operate with a v/c ratio of 0.90 or less.
- All ACHD study roadway segments operate at acceptable levels of service.
- Crash data at the study intersections for the most recent five years (2015-2019) was analyzed for any existing crash trends. Most reported crashes were turning movement crashes at SH 44/ Plummer Road. ITD has planned to install a traffic signal at the intersection in 2020.

Year 2025 Background Traffic Conditions

- Year 2025 background traffic volumes were forecasted using a 4% compounded annual growth rate and included the addition of in-process traffic from the Rosti Farms Subdivision.
- The following assumptions were made in the 2025 background traffic conditions due to the planned improvements in the area and from the in-process development.
 - Floating Feather Road Realignment from Pollard to SH 16 (Rosti Farm Development Condition)
 - SH 16/ Floating Feather Road intersection restricted to right-in/right-out/left-in (Rosti Farms Subdivision Condition)
 - SH 44/ Plummer Road intersection signalized (ITD Project 2020)
 - SH 44 widened to two EB/WB through lanes from Linder Road to Star Road. (ITD Project 2023)
- Year 2025 background traffic analysis (without inclusion of site-generated traffic) found that all study intersections are expected to operate at acceptable operating standards during the weekday AM and PM peak hours with the exceptions of:
 - SH 16 Beacon Light Road (AM and PM peak hours)
 - The westbound right-turn movement is operating with a v/c=1.07 and the northbound through movement operating with a v/c=0.94 during the PM peak hour.
 - Adding a westbound right-turn overlap and widening SH 16 to two NB/SB through lanes will bring the intersection operations within agency standards.
 - SH 16/ Floating Feather Road (AM and PM peak hours)
 - The eastbound and westbound approach operate over capacity and at LOS F in the weekday AM and PM peak hours.
 - Based on other recent studies prepared that included intersection, ITD has stated that they prefer converting the intersection to right-in/right-out/left-in than signaling the intersection.

- All ACHD study roadway segments are projected to continue operating at acceptable levels of service.

Year 2025 Total Traffic Conditions

- Year 2025 total traffic conditions found that the site-generated trips do not impact any additional intersection not previously identified in the background traffic conditions.
- All findings and mitigations required for intersections to meet operational standards outlined under background conditions remain consistent in the 2025 total traffic scenario.
- All ACHD study roadway segments are projected to continue operating at acceptable levels of service.

Site Access Evaluation

- The turn lane analysis using ACHD procedures resulted in no required additional turn lanes at the site access streets.
- Beacon Light Road/ Site Access A has sufficient distance looking to the west. Sight distance is available to the east to the intersection Beacon Light Road/ Pollard Lane; however, a small vertical curve can hide smaller vehicles for approximately a second if the viewer is at a lower elevation. This can be remedied if the new approach matches or is higher than the existing grade of Beacon Light Road.
 - In addition to the above sight distance evaluation, the following recommendations have been identified to ensure adequate safety and operations at the site access points, internal intersections, and roadways:
 - Remove miscellaneous vegetation and shrubbery, and potential obstructions along Beacon Light Road and Pollard Lane as necessary to obtain and maintain adequate intersection sight distance.
 - Site accesses should match the existing grade of the connected roadway at the intersection and back at least one car length.
 - Shrubby, weeds, and landscaping near the internal intersections and site access points should be maintained to ensure adequate site distance.
 - If widening occurs along any of the site access roads, care should be taken to ensure adequate grades and intersection sight distance is maintained.
 - Intersection sight distance should be analyzed as part of the final access design and roadway widening.

a. Policy

Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

- Revision to the Phasing Plan to coincide with the District's planning Capital Projects.
- Reducing the scope and/or scale of the project.

Alternative Mitigation Measures: 7106.7.3 states that if traditional mitigation measures such as roadway widening and intersection improvements are infeasible as determined by ACHD, the TIS may recommend alternative mitigation measures. Alternative mitigation measures shall demonstrate that impacts from the project will be offset.

- If the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP); no alternative mitigation is required.
- If the impacted roadway segments and/or intersections are not programmed in either the IFYWP or the CIP; the applicant may (i) analyze the shoulder hour and (ii) provide a safety analysis to determine alternative mitigation requirements.
 - If the impacted roadway segments and intersections meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.
 - If the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development Agreement and pay into the Priority Corridor Fund an amount determined by the ACHD to offset impacts from the project.
- Alternative Mitigation may also include:
 - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
 - Reducing the scope and/or scale of the project.

b. Staff Comments/Recommendations: Staff comments are provided by District Traffic Services and Development Review staff. Staff has reviewed the submitted traffic impact study (TIS) and generally agrees with the findings and recommendations.

The TIS indicates that all study area roadway segments meet ACHD's level of service planning thresholds for the existing 2020 traffic, 2025 background and 2025 total traffic.

The TIS identified the intersection of SH-16/Beacon Light Road will exceed ACHD's level of service planning thresholds for 2020 existing conditions, 2025 background and 2025 total traffic. The TIS recommended a westbound right-turn lane, however, the proposed mitigation would be to SH-16, which is under ITD jurisdiction; and the PM peak hour site traffic at this intersection is 5% of the 2025 total traffic. Therefore, no improvements are required for this intersection and roadway segment consistent with District policy for Level of Service Planning Thresholds, that states a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds minimum acceptable level of service planning threshold or V/C ratio. Additionally, this intersection is under the jurisdiction of ITD. ITD may have requirements for this intersection.

The TIS indicates that the intersection of SH-16/ Floating Feather Road will exceed ACHD's level of service planning thresholds for 2020 existing conditions, 2025 background and 2025 total traffic. The TIS indicated that a signal is warranted at the intersection, however, ITD has recommended that the intersection be converted to a right-in/right-out/left-in intersection with several area developments. As part of the recently approved Rosti Farms Subdivision, Floating Feather Road will be realigned consistent with the Floating Feather Realignment Study creating a new intersection onto SH-16. ITD is requiring the new SH-16/ Floating Feather Road intersection to be restricted to right-in/right-out/left-in with this and other area developments.

The TIS indicates that the intersection of SH-44/ Plummer Road exceeds ITD's minimum operational thresholds under 2020 existing conditions. The TIS indicated that a traffic signal was warranted at the intersection. A signal has since been installed at this intersection.

3. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
**State Highway 16	0-feet	Arterial	772	N/A
Beacon Light Road	1,033-feet	Minor Arterial	299	Better than "E"
Pollard Lane	1,375-feet	Collector	39	Better than "D"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

* Acceptable level of service for a two-lane collector is "D" (425 VPH).

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

4. Average Daily Traffic Count (VDT)

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

- The average daily traffic count for SH-16 north of SH-44/State Street was 12,911 on 04/05/2018.
- The average daily traffic count for Beacon Light Road east of Pollard Lane was 2,694 on 10/10/2020.
- The average daily traffic count for Pollard Lane south of Beacon Light Road was 833 on 07/07/2020.

C. Findings for Consideration

1. Purple Sage/Beacon Light Alignment Study

The Purple Sage Road/Beacon Light Road alignment study is the result of a regional alignment study that was done in a collaborative effort between the Ada County Highway District (ACHD) and the Canyon Highway District #4 (CHD4). The study identifies Purple Sage Road/Beacon Light Road corridor is located in northeastern Canyon County and northwestern Ada County. The study was undertaken in response to Communities in Motion, the long-range transportation plan for southwest Idaho prepared by the regional planning organization, Community Planning Association of Southwest Idaho (COMPASS). Communities in Motion identified the corridor as a location that is expected to experience more traffic, serving as a reliever to State Highway 44. The purpose of the study is to identify a connection between Purple Sage Road and Beacon Light Road and make plans for corridor preservation.

On June 28, 2008 the ACHD Commission approved the Purple Sage/Beacon Light Alignment Study which included a preferred alignment for the roadway and determined that Beacon Light Road would be extended as a 3-lane minor arterial roadway. The study notes that right-of-way dedication and construction of the roadway will occur incrementally as development occurs.

2. MSM Roundabout – Beacon Light Road/Pollard Lane

- a. **ACHD Master Street Map:** ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, roundabout requirements, and specific roadway features required through development. A new roundabout was identified on the MSM. The new single-lane roundabout is planned at the Beacon Light Road and Pollard Lane intersection.

- b. **Applicant Proposal:** The applicant is not proposing to dedicate additional right-of-way abutting the site to accommodate for the future construction of the single-lane roundabout at the Beacon Light Road and Pollard Lane intersection.
- c. **Staff comments/Recommendation:** Consistent with the MSM, the applicant should be required to dedicate additional right-of-way to accommodate the future construction of a single-lane roundabout at the Beacon Light Road/Pollard Lane intersection consistent with template shown as attachment 3. Due to the large irrigation canal (Big Gulch Creek) on the east side of Pollard Lane adjacent to the site, additional right-of-way may be required to accommodate the roundabout due to the location of the canal. It was determined when the Star Middle School application was approved (2015) that Pollard Lane between Beacon Light and Floating Feather would be widened to the west, due to the size of the canal and the cost associated with relocating the canal outside of the right-of-way. Development on the west side of Pollard Lane has been required to dedicate additional right-of-way to accommodate improvements consistent with the MSM. Compensation will be provided for the right-of-way dedication for the roundabout, as this project is listed as impact fee eligible in the CIP.

3. Beacon Light Road

- a. **Existing Conditions:** Beacon Light Road is improved with 2-travel lanes, 24-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is between 20 to 45-feet of right-of-way for Beacon Light Road (22 to 25-feet from centerline).
- b. **Policy:**
 - Arterial Roadway Policy:** District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Beacon Light Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 53-foot street section within 74-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is proposing to dedicate additional right-of-way to total 37-feet from centerline of Beacon Light Road abutting the site.
- d. **Staff Comments/Recommendations:** Typically, right-of-way would be measured from centerline of the roadway; however, the right-of-way dedication and the construction of improvements should be from the section line of Beacon Light Road because the centerline and section line do not align on this segment of the roadway.

Therefore, the applicant should be required to dedicate additional right-of-way to total 37-feet from section line of Beacon Light Road abutting the site. Compensation will be provided for the right-of-way dedication as this segment of Beacon Light Road listed as impact fee eligible in the CIP.

The applicant should be required to improve Beacon Light Road with pavement widening to 17-feet from section line with 3-foot wide gravel shoulder abutting the site.

The applicant should be required to construct a 5-foot wide detached concrete sidewalk on Beacon Light Road abutting the site located a minimum 30-feet from section line. The applicant should be required to provide a permanent right-of-way easement for any sidewalks located outside of the dedicated right-of-way. The permanent easement shall encompass the entire area between the right-of-way line to 2-feet behind the back edge of the sidewalk. If street trees are required than an 8-foot wide planter strip should be provided.

4. Pollard Lane

- a. **Existing Conditions:** Pollard Lane is improved with 2-travel lanes, 24-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is between 40 to 46-feet of right-of-way for Pollard Lane (12 to 15-feet from centerline).

- b. **Policy:**

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case

the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Half Street Policy: District Policy 7206.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 7-foot attached, or 5-foot detached), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of Pollard Lane is designated in the MSM as a Residential Collector with 2-lanes and on-street bike lanes, a 36-foot street section within 54-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is proposing to dedicate additional right-of-way to total 54-feet from centerline on Pollard Lane abutting the site.
- d. **Staff Comments/Recommendations:** The applicant's proposal to dedication additional right-of-way to total 54-feet from centerline on Pollard Lane abutting the site, meets District policy and should be approved as proposed.

The applicant's proposal to not construct street improvements does not meet District policy and should not be approved. Consistent with ACHD policy and the MSM, the applicant should be required to construct Pollard Lane as ½ of a 36-foot collector street section with vertical curb, gutter, and 7-foot wide attached (5-foot wide detached) concrete sidewalk abutting the site. There is a large irrigation canal, Big Gulch Creek, located on the east side of Pollard Lane across from the site. In 2015 as part of ACHD's action on Star Middle School it was determined that Pollard Lane between Beacon Light and Floating Feather should be widened to the west, due to the size of the canal and the cost associated with relocating the canal outside of the right-of-way.

Therefore, to accommodate improvements, the applicant should be required to dedicate additional right-of-way to total 54-feet of right-of-way from the existing edge of pavement on the east side of Pollard Lane across from the site and construct Pollard Lane as ½ of a 36-foot collector street section with vertical curb, gutter, and 7-foot wide attached (5-foot wide detached) concrete sidewalk abutting the site. If detached sidewalk is desired a permanent right-of-way easement should be provided to 2-feet behind the back edge of the sidewalk. If street trees are desired, then an 8-foot wide planter strip should be provided.

5. Internal Streets

a. **Existing Conditions:** There are no local roadways within the site.

b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in

accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

- c. **Applicant's Proposal:** The applicant is proposing to construct the internal local streets as 36-foot street sections with curb, gutter, and 5-foot wide attached concrete sidewalk within 50-feet of right-of-way.

The applicant is proposing to construct 3 knuckles.

- d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved, as proposed.

The TIS recommends that the entry street, Brasada Avenue, proposed to intersect Beacon Light Road should be constructed to match the existing grade on Beacon Light Road and at least one car length back into the site to ensure the best possible sight distance.

6. Roadway Offsets

- a. **Existing Conditions:** There are no roadways within the site.

- b. **Policy:**

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Local Offset Policy: District policy 7206.4.5, requires local roadways to align or offset a minimum of 330-feet from a collector roadway (measured centerline to centerline).

District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

- c. **Applicant's Proposal:** The applicant is proposing to construct a local street, Brasada Avenue, to intersect Beacon Light Road located approximately 445-feet east of the west property line and 870-feet west of Pollard Lane.

The applicant is proposing to construct a local street, Merlot Street, to intersect Pollard Lane located approximately 880-feet south of Beacon Light Road.

- d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved, as proposed.

7. Stub Streets

- a. **Existing Conditions:** There are no stub streets to or from the site.

- b. **Policy:**

Stub Street Policy: District policy 7207.2.4.3 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7207.2.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at

the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policy 7205.2.4 (arterials)/ 7206.2.4.4 (collector)/ 7207.2.4.4 (local)/ 7208.2.4.4 (commercial)/ 7209.2.4.4 (industrial) requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. Applicant Proposal: The applicant is proposing to construct two stub streets as follows:

- A stub street to the site's west property line, West A stub, located approximately 1,005-feet south of Beacon Light Road.
- A stub street to the site's west property line, West B stub, located approximately 365-feet south of Beacon Light Road.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed. The applicant should be required to install a sign at the terminus of the two stub streets stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

The two stub streets are less than 150-feet in length and will not require a temporary turnaround consistent with District policy.

8. Traffic Calming

- a. Speed Control and Traffic Calming Policy (Local):** District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require a maintenance and/or license agreement.
- b. Applicant's Proposal:** The applicant is proposing to construct bulb-outs at the Corde Valle Avenue/ No Name Street intersection and the New Hope Road/ Barona Creek Avenue intersection as Corde Valle Avenue and New Hope Road proposed within the Rivercreek Landing development that are greater than 800-feet in length.
- c. Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved, as proposed.

Stop signs, speed humps/bumps and valley gutter will not be accepted as traffic calming.

9. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

10. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

11. Other Access

Beacon Light Road is classified as a minor arterial roadway, Pollard Lane is classified as a collector roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Dedicate additional right-of-way abutting the site to accommodate the future construction of the single-lane roundabout at the Beacon Light/Pollard Lane intersection consistent with the template shown as attachment 3. Compensation will be provided for this right-of-way dedication.
2. Dedicate additional right-of-way to total 37-feet from section line of Beacon Light Road abutting the site. Compensation will be provided for this right-of-way dedication.
3. Improve Beacon Light Road with pavement widening to 17-feet from section line and 3-foot wide gravel shoulder abutting the site.
4. Construct a 5-foot wide detached concrete sidewalk on Beacon Light Road located a minimum 30-feet from section line abutting the site. Provide a permanent right-of-way easement for any public sidewalk placed outside of the dedicated right-of-way. The permanent easement shall encompass the entire area between the right-of-way line to 2-feet behind the back edge of the sidewalk.
5. Dedicate additional right-of-way to total 54-feet of right-of-way from the existing edge of pavement on the east side of Pollard Lane.
6. Construct Pollard Lane as $\frac{1}{2}$ of a 36-foot collector street section with vertical curb, gutter, and 7-foot wide attached (5-foot wide detached) concrete sidewalk abutting the site. The 36-feet should be measured from the edge of pavement on the east side of the roadway across from the site. If detached sidewalk is desired a permanent right-of-way easement should be provided to 2-feet behind the back edge of the sidewalk. If street trees are desired, then an 8-foot wide planter strip should be provided.
7. Construct the internal local streets as 36-foot street sections with curb, gutter, and 5-foot wide attached concrete sidewalk within 50-feet of right-of-way.
8. Construct 3 knuckles, as proposed.
9. Construct a local street, Brasada Avenue, to intersect Beacon Light Road located 445-feet east of the west property line and 870-feet west of Pollard Lane. Construct the entrance roadway to match the existing grade on Beacon Light Road and at least one car length back into the site to ensure the best possible sight distance.

10. Construct a local street, Merlot Street, to intersect Pollard Lane located 880-feet south of Beacon Light Road.
11. Construct two stub streets as follows:
 - A stub street to the west, West A Stub, located 1,005-feet south of Beacon Light Road to the site's west property line.
 - A stub street to the west, West B Stub, located 365-feet south of Beacon Light Road to the site's west property line.
12. Install signage at the terminus of the two stub streets stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."
13. Construct bulb-outs at the Corde Valle Avenue/ No Name Street intersection and the New Hope Road/ Barona Creek Avenue intersection.
14. Other than the access specifically approved with this application, direct lot access is prohibited to Beacon Light Road and Pollard Lane and should be noted on the final plat.
15. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
16. Payment of impact fees is due prior to issuance of a building permit.
17. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards

unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property, which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

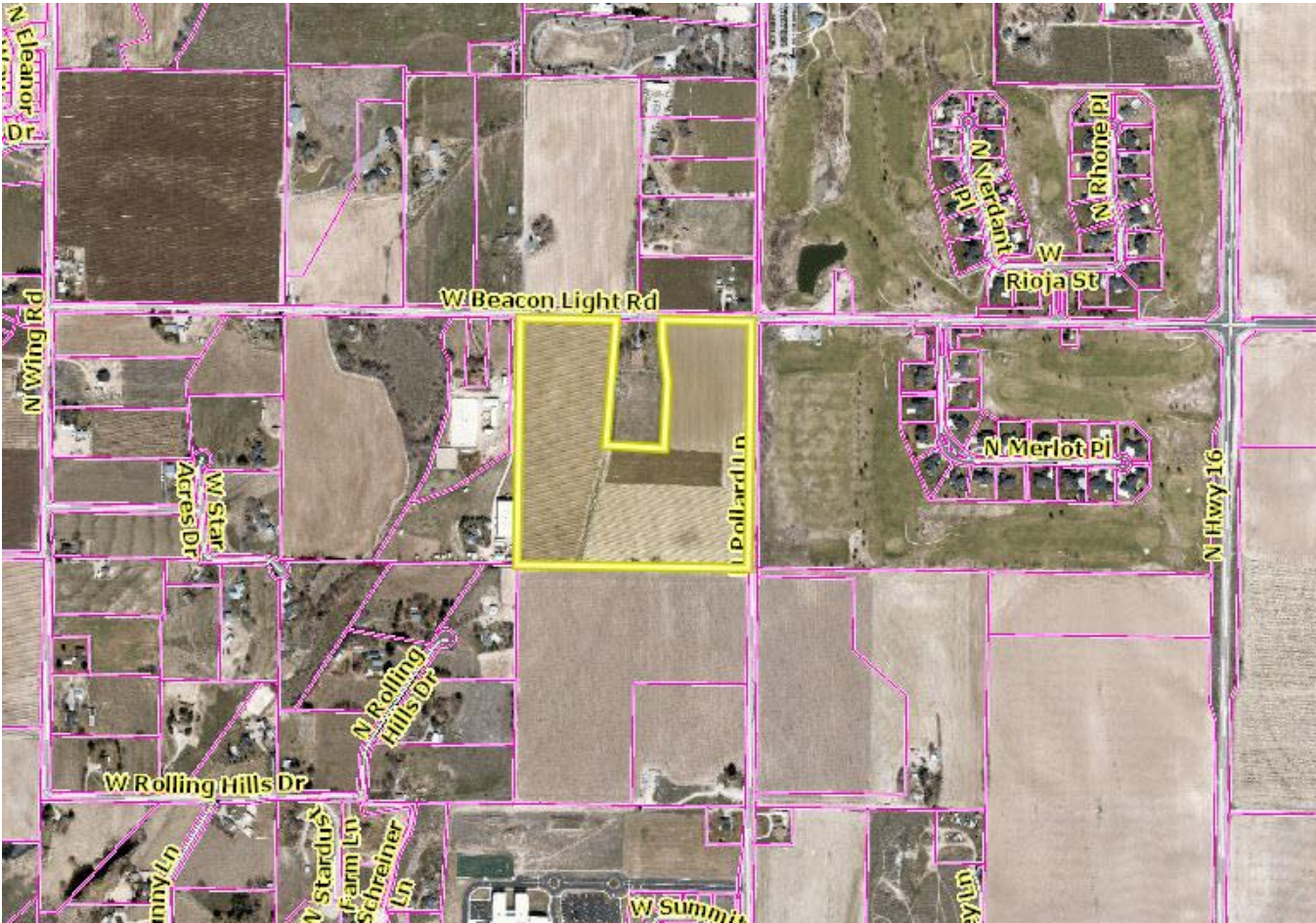
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

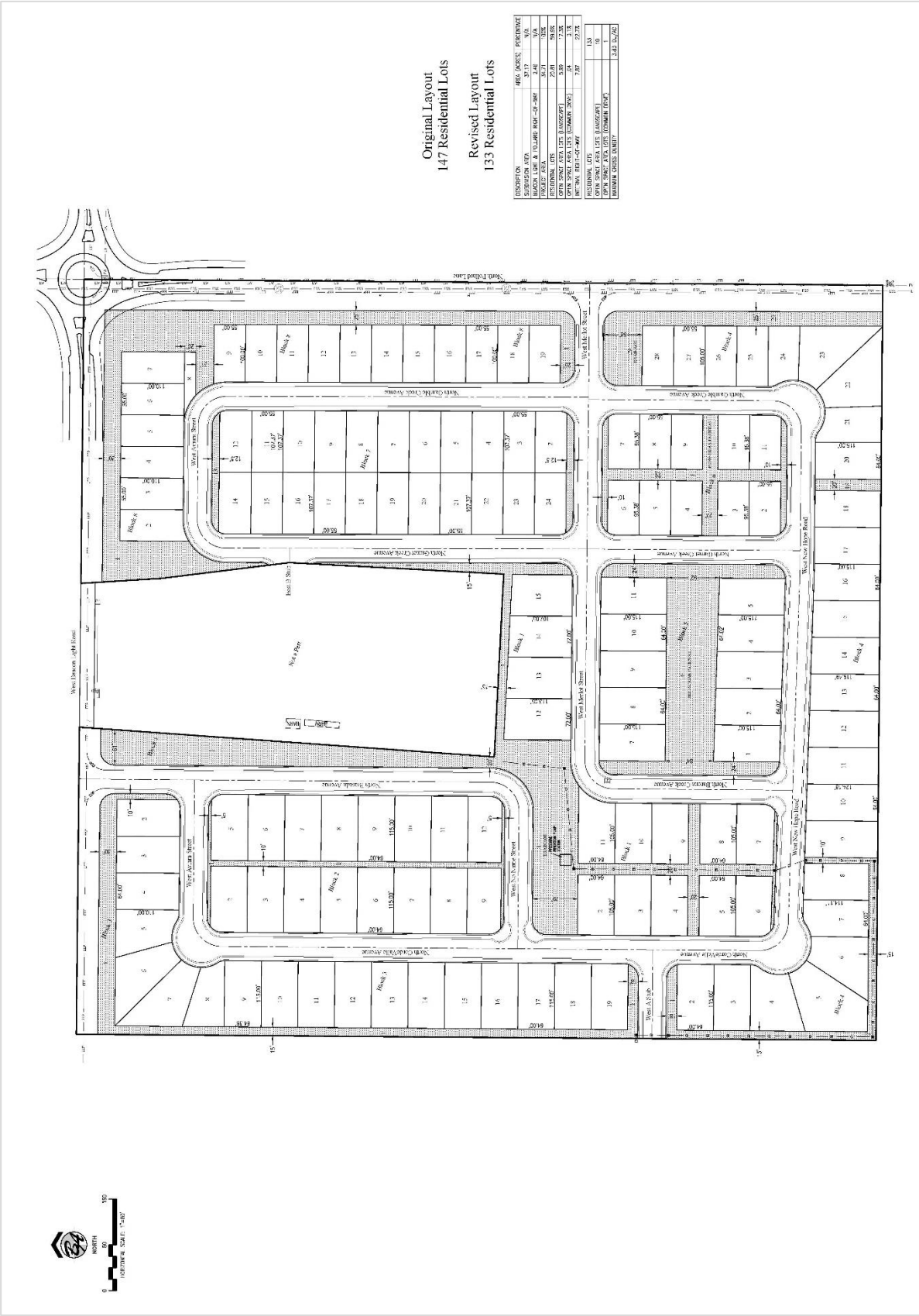
G. Attachments

1. Vicinity Map
2. Site Plan
3. Single-lane Roundabout Template
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

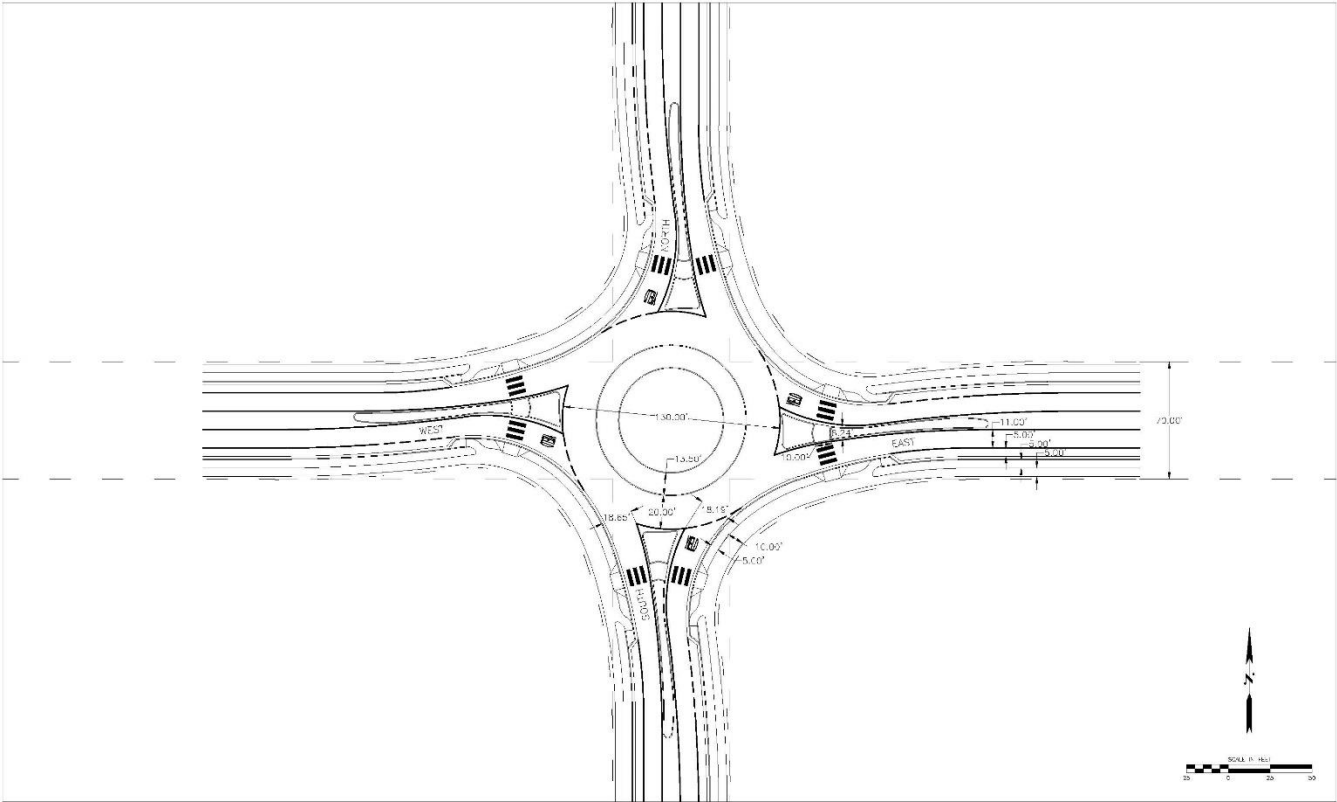
VICINITY MAP



SITE PLAN



SINGLE-LANE ROUNDABOUT TEMPLATE



Reid Middleton
10/10/2010 10:10 AM
10/10/2010 10:10 AM
10/10/2010 10:10 AM

ACHD - Single Lane Roundabout
Centered - TEMPLATE
Figure 1
September 2011

Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- ☒ Submit a development application to a City or to Ada County
- ☒ The City or the County will transmit the development application to ACHD
- ☒ The ACHD **Planning Review Section** will receive the development application to review
- ☒ The **Planning Review Section** will do one of the following:
 - ☐ Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.
 - ☒ Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - ☒ Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- ☐ For **ALL** development applications, including those receiving a **"No Review"** letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- ☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal and may during such time meet with the appellant to discuss the matter and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend, or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.



CITY OF STAR

LAND USE STAFF REPORT MEMO

TO: Mayor & Council

FROM: Shawn L. Nickel, Planning Director & Zoning Administrator *Shawn L. Nickel*

MEETING DATE: **February 2, 2021** – PUBLIC HEARING

FILE(S) #: **RZ-20-11 Rezone**
DA-20-26 Development Agreement
PP-20-16 Preliminary Plat for Paint Point Subdivision
PR-20-06 Private Street

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Plantation Construction & Management LLC
Richard Williams
53 Teressa Ave
Foothill Ranch, CA 92610

Applicant/ Representative:

Derritt Kerner
Rock Solid Civil
270 N. 27th Street, Suite 100
Boise, Idaho 83702

UPDATE

This application was originally heard by Council on January 5, 2021. At the last meeting, Council tabled the application and directed the applicant to address density, zoning, walkways, private street width, parking and questions on the CC&R's. The applicant apparently has met with neighbors and the applicant has submitted a revised preliminary plat and will update the Council at the upcoming hearing. The changes submitted include widening the private street to 36' width, adding additional parking area, and extending portions of pathways. The applicant has also provided Staff with a copy of the recorded CC&R's for the Fenix Ranchettes Estates Subdivision. Staff has reviewed the updated plat for compliance with the Comprehensive Plan

and Unified Development Code and finds that it meets the requirements and is therefore in support of the submitted revisions.

This updated report includes:

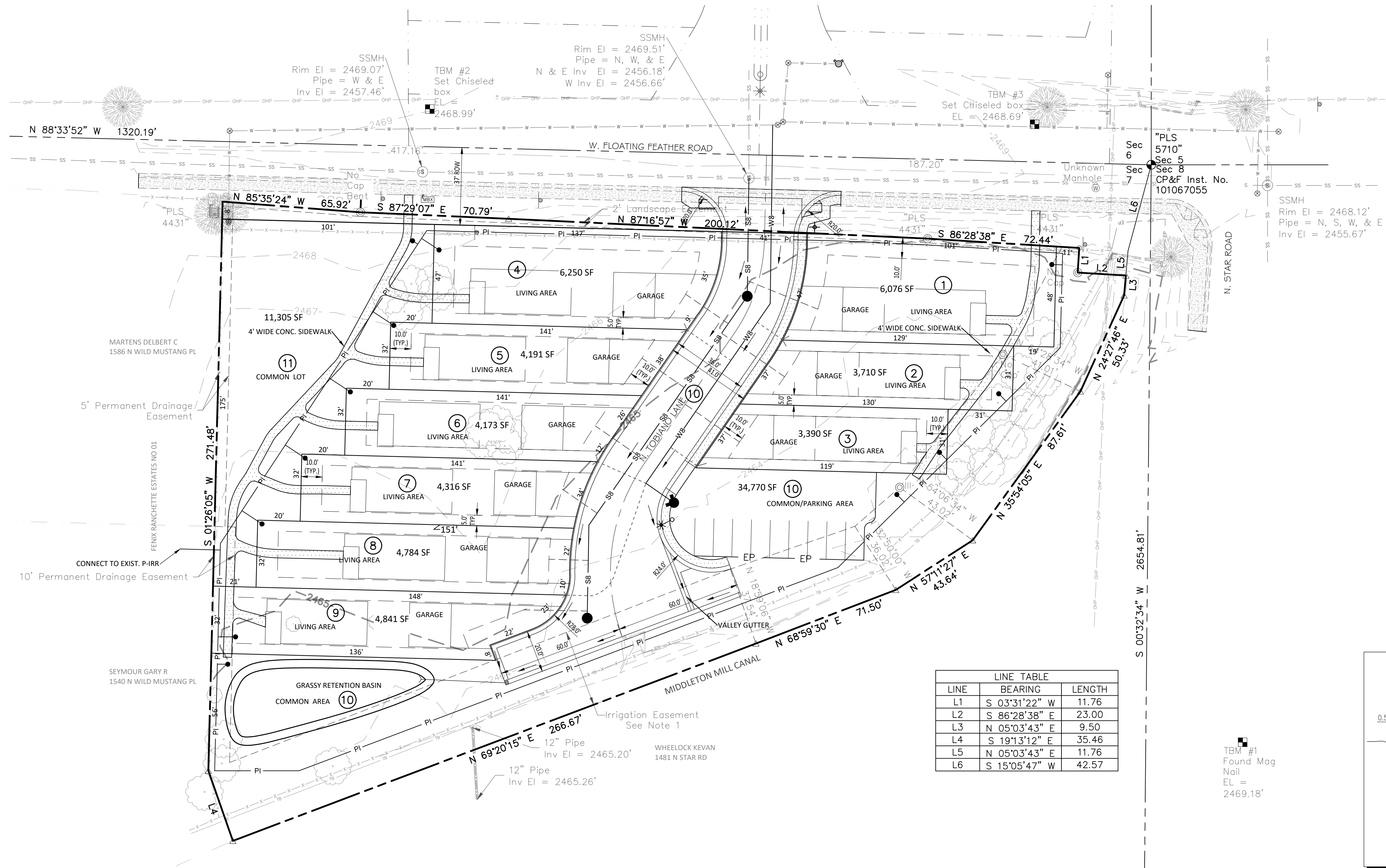
1. Revised Preliminary Plat with Original Plat Comparison
2. Copy of January 5, 2021 Council Minutes
3. Copy of Page 1 of CC&R's
4. Building Elevations from Original Submittal

PRELIMINARY PLAT FOR
PAINT POINT SUBDIVISION

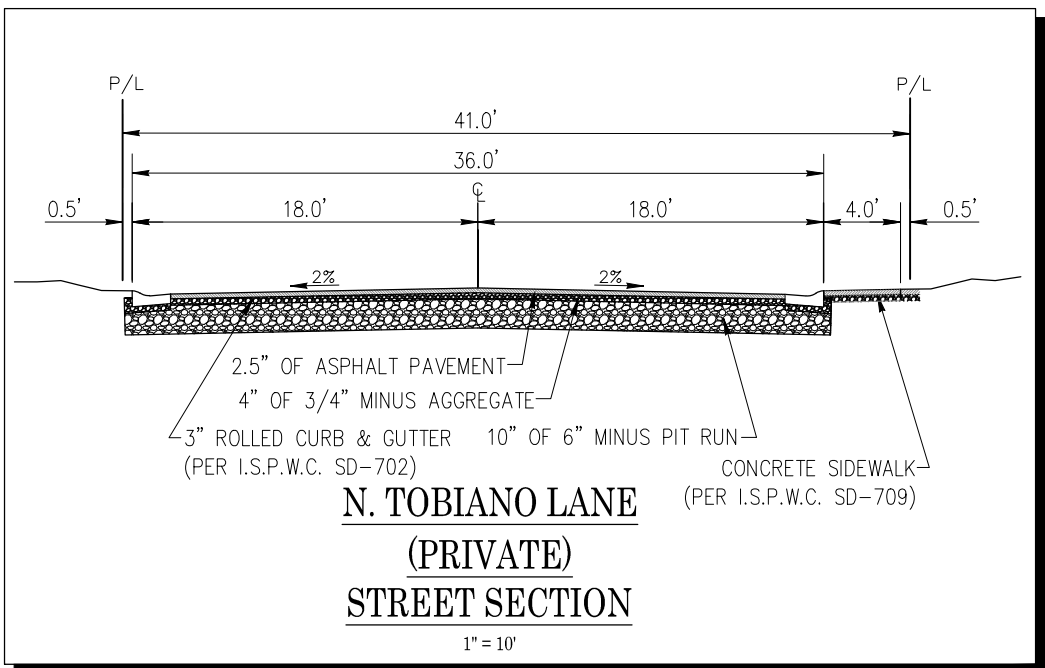
A PORTION OF THE NE 1/4, OF THE NE 1/4 OF SECTION 7,
T.4N., R.1W., B.M., CITY OF STAR, ADA COUNTY, IDAHO
2021



VICINITY MAP
1"= 600'



GENERAL LEGEND	
[Symbol]	BOUNDARY LINE
[Symbol]	LOT LINE
[Symbol]	CENTERLINE
[Symbol]	EASEMENT LINE
[Symbol]	8" SANITARY SEWER
[Symbol]	4" WATER MAIN
[Symbol]	PRESSURE IRRIGATION
[Symbol]	WATER SERVICE
[Symbol]	SEWER SERVICE
[Symbol]	ROLLED CURB & GUTTER
[Symbol]	LOT NUMBER
[Symbol]	SEWER MANHOLE
[Symbol]	P-IRR SERVICE
[Symbol]	STREET LIGHT
[Symbol]	STREET SIGN
[Symbol]	SECTION LINE
[Symbol]	EXISTING PROPERTY LINE
[Symbol]	EXISTING EASEMENT LINE
[Symbol]	EXISTING SEWER LINE
[Symbol]	EXISTING WATER LINE
[Symbol]	EXISTING OVERHEAD POWER
[Symbol]	EXISTING FENCE
[Symbol]	EXISTING TOP BANK OF DITCH
[Symbol]	EXISTING TOP BANK OF DITCH
[Symbol]	EXISTING GROUND CONTOUR
[Symbol]	EXISTING FIRE HYDRANT
[Symbol]	STREET SIGN
[Symbol]	EXISTING STREET LIGHT
[Symbol]	PROPERTY CORNER PIN
[Symbol]	TEMPORARY BENCH MARK
[Symbol]	EXISTING TREE



UTILITY REPRESENTATIVES		
UTILITY	REPRESENTATIVE	PHONE
GAS	INTERMOUNTAIN GAS	(208) 377-6839
ELECTRICITY	IDAHO POWER	(208) 388-6320
TELEPHONE	CENTURY LINK	(208) 385-2144
CABLE	SPARKLIGHT	(208) 375-8288
SEWER	STAR SEWER & WATER DISTRICT	(208) 286-7388
WATER	STAR SEWER & WATER DISTRICT	(208) 286-7388
ROADS	ADA COUNTY HIGHWAY DISTRICT	(208) 454-8135
IRRIGATION	MIDDLETON MILL DITCH COMPANY	(208) 571-3804
FIRE	STAR FIRE DISTRICT	(208) 286-7772

30 0 15 30 60
SCALE IN FEET
1" = 30'

811 CALL BEFORE YOU DIG!
CALL DIGLINE INC.
PRIOR TO COMMENCING
UNDERGROUND WORK
208-342-1585

LAND DEVELOPER
RICK WILLIAMS
PLANTATION CONSTRUCTION & MANAGEMENT LLC
53 TESSERA AVE.
FOOTHILLS RANCH, CA 92610
(208) 514-8246

CIVIL ENGINEER
JIM E. COSLETT, P.E.
ROCK SOLID CIVIL LLC
270 N. 27th ST. SUITE 100
BOISE, ID 83702
(208) 342-3277

LAND SURVEYOR
RICHARD GRAY, P.L.S.
COMPASS LAND SURVEYING LLC
4270 E. AMITY AVE.
NAMPA, ID 83687
(208) 442-0115

DEVELOPMENT FEATURES:

TOTAL ACRES.....	2.04 ACRES
TOTAL LOTS.....	11
BUILDABLE LOTS.....	9
COMMON LOTS.....	2
DENSITY (DU/ACRE).....	4.41
EXISTING ZONING.....	R-2
PROPOSED ZONING.....	R-5
MINIMUM RESIDENTIAL LOT SIZE.....	3,390 sq.ft.
AVERAGE RESIDENTIAL LOT SIZE.....	4,637 sq.ft.
PERCENT TO BUILDABLE AREA.....	47%
PERCENT TO ROADWAY AREA.....	10%
PERCENT TO COMMON AREA.....	52%

BUILDING SETBACKS:

FRONT.....	15'
REAR.....	20'
SIDE (FOR BOTH STORIES).....	5'

NOTES:

- THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- PROJECT SITE IS NOT LOCATED INSIDE THE 100 YEAR FLOODPLAIN PER ANNOTATED FIRM 16001C0130H.
- ALL LOTS ARE TO BE DESIGNATED SINGLE FAMILY RESIDENTIAL EXCEPT LOT 10 & 11 OF BLOCK 1 WHICH ARE COMMON LOTS TO BE MAINTAINED BY THE HOA. LOTS 10 & 11 CONTAIN A BLANKET CROSS ACCESS, PUBLIC UTILITY, IRRIGATION, & DRAINAGE EASEMENT.
- LOTS 1-4, BLOCK 1 ARE ENCUMBERED BY IRRIGATION EASEMENTS IN FAVOR OF THE IN FAVOR OF THE MIDDLETON MILL DITCH COMPANY/MIDDLETON IRRIGATION ASSOCIATION, INC.
- A PUBLIC UTILITY, IRRIGATION & DRAINAGE EASEMENT SHALL BE PROVIDED AS FOLLOWS:
 - 10' FRONT & REAR LOTS 1-3 & 4-9
 - 10' SUBDIVISION BOUNDARY
- 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.
- HISTORIC IRRIGATION LATERAL, DRAIN, AND DITCH FLOW PATTERNS SHALL BE MAINTAINED UNLESS APPROVED IN WRITING BY THE LOCAL IRRIGATION DISTRICT OR DITCH COMPANY.
- FINISH GRADES AT SUBDIVISION BOUNDARY SHALL MATCH EXISTING FINISH GRADES. RUNOFF SHALL BE MAINTAINED ON SUBDIVISION PROPERTY UNLESS OTHERWISE APPROVED.
- LANDSCAPE PLANS INCLUDING FENCING, BUFFER AREAS, AND STREET TREES WILL HAVE TO CONFORM TO THE CITY SUBDIVISION ORDINANCE.

Revisions

Date	Description
1	
2	
3	
4	

ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
270 North 27th Street, Suite 100
Boise, ID 83702
(208) 342-3277
www.rocksolidcivil.com

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PAINT POINT SUBDIVISION
11275 W. FLOATING FEATHER ROAD

Project Name

Stamp

PROFESSIONAL ENGINEER
REGISTERED
10692
STATE OF IDAHO
JIM E. COSLETT

Project No. RSC 20-79

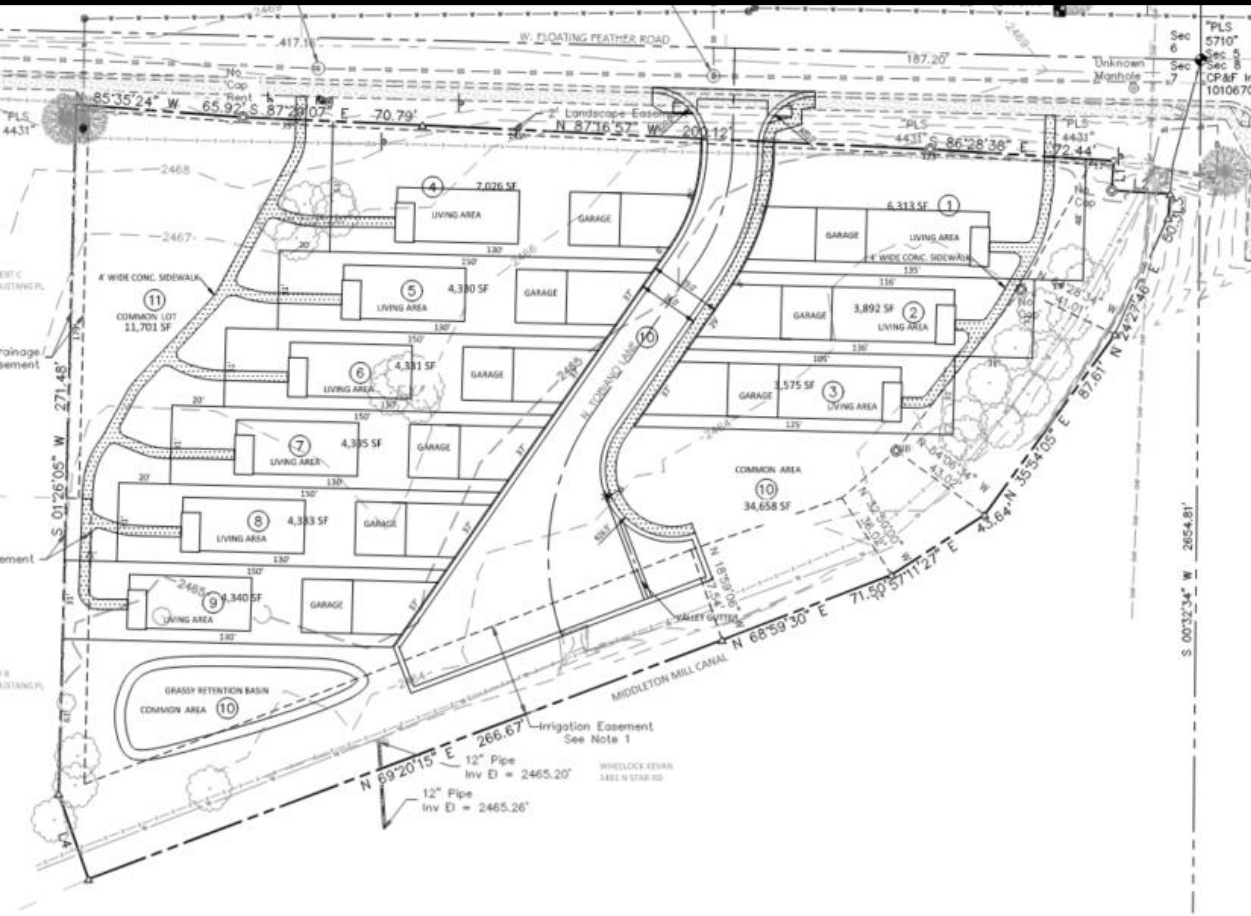
Drawn By: RLC

Date: 14 January 2021

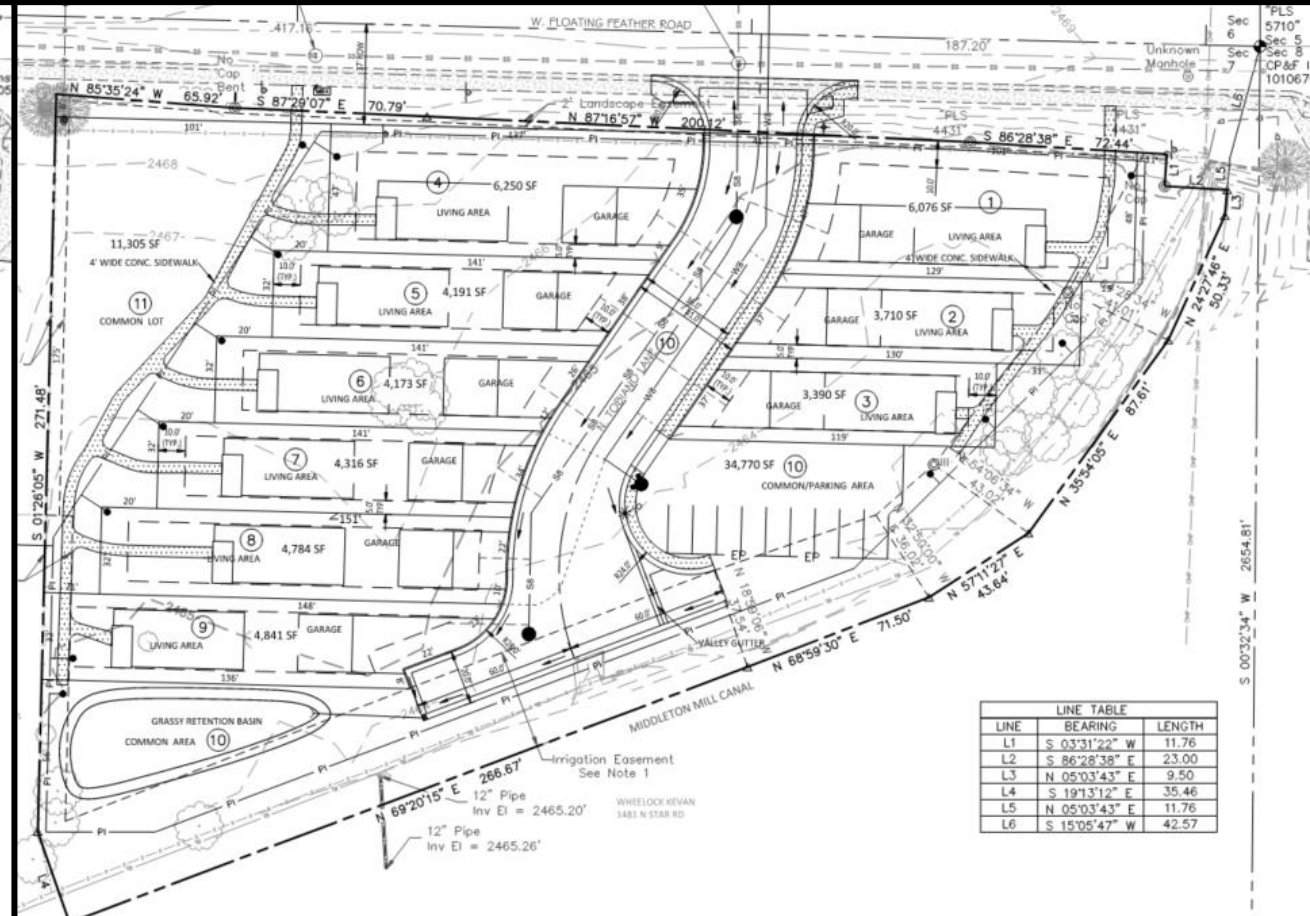
Sheet No.

PP1
1 of 2

ORIGINAL PRELIMINARY PLAT 1-5-21



REVISED PRELIMINARY PLAT 2-2-21





STAR CITY COUNCIL MEETING MINUTES

January 5, 2021

1. CALL TO ORDER:

The regular meeting of the Star City Council was held on Tuesday, January 5, 2021 at Star City Hall, 10769 W. State Street in Star, Idaho. Mayor Trevor Chadwick called the meeting to order at 7:00 pm and all stood for the Pledge of Allegiance.

2. INVOCATION: Larry Osborn, LifeSpring Christian Church

3. ROLL CALL:

Council Present: David Hershey, Michael Keyes, Jennifer Salmonsens, Kevin Nielsen

Council Absent: None

4. APPROVAL OF THE AGENDA:

Keyes moved to approve the agenda. Hershey seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

5. CONSENT AGENDA:

Keyes moved to approve the consent agenda. Salmonsens seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

6. PRESENTATION/PUBLIC INPUT: No public input.

7. OLD/NEW BUSINESS:

A) PUBLIC HEARING – PAINT POINT SUBDIVISION

The Mayor opened the public hearing. No ex parte contact from Council members.

Applicant: Rick Williams – 11275 Floating Feather Rd, Star ID 83669

Applicant was seeking approval of a Rezone (R-5), a Development Agreement, a Preliminary Plat for a proposed residential subdivision consisting of 9 residential lots and 2 common lots and a Private Street. Williams gave an overview of the project. There were discussions regarding irrigation water, private streets size, lot and home size, and price.

Public Testimony:

Ellen Morse – 11282 W Floating Feather Rd, Star ID 83669

Morse opposed this project. Her concerns were with density, traffic, placement, and impact on home value.

Stan Morse – 11282 W Floating Feather Rd, Star ID 83669

Morse opposed this project. He was concerned about decreased home values and potential traffic problems.

Online, Delbert Martens – 1586 N Wild Mustang Pl, Star ID 83669

Martens opposed this project. He was concerned about property size, common areas and noise, the driveway entrance, visitor parking, and privacy issues.

Online, Cheryl Sanchez – 1813 N Water Heights Way, Star ID 83669

Sanchez opposed to this project. She had concerns about the first entrance and traffic at Hunters Creek Park, putting another private street that will create more traffic, and the high density.

Online, Lori Murray – 1543 N Wild Mustang Pl, Star ID 83669

Murray opposed this project. Her concerns included water rights, parking, not meeting the requirements of the current subdivision and high density.

Online, Kevan Wheelock – 1481 N Star Rd, Star ID 83669

Wheelock requested the homes to at least have an aesthetically country appearance and would like the sidewalks to connect to make a loop for better flow.

Rebuttal:

Williams addressed the concerns from each of the public testimonies. There were discussions regarding home sizes, zoning, grantors, CC&Rs, definitions and rights. The Council suggested tabling the application and would like to see a better conceptual plan, improving pedestrian safety, for Williams to reach out to neighbors and address density, parking, and the other issues. The Mayor closed the public hearing and went into deliberations. Keyes made suggestions regarding the private road, density, zoning, walkways, and parking. Nielsen moved to table the application to February 2. Hershey seconded the motion.

VOTE: Tabled until February 2, 2021. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

B) PUBLIC HEARING – SELLWOOD PLACE SUBDIVISION

The Mayor opened the public hearing. No ex parte contact from Council members.

Applicant: Wendy Shrief – 2760 W Excursion Way, Meridian ID 83642

Applicant is seeking and approval of an Annexation and Zoning (R-4), a Development Agreement, and Preliminary Plat for a proposed residential subdivision consisting of 76 residential lots and 12 common lots. Shrief outlined the project with some updates. There was discussion regarding landscaping, amenities, sidewalks, and mailboxes.

Public Testimony:

Travis Chesley – 2351 N Brandon Rd, Star ID 83669

Chesley opposed this project. His biggest concern was no sidewalks, no lights, and poor visibility. There was a discussion regarding lighting and the entrance.

Tom Spillner – 10965 W Eagle Flats Ln, Star ID 83669

Spillner opposed this project. He also represented neighbor, Jake Schmidt who was not notified of the meeting or development. Spillner's biggest issues were the access entrance, water irrigation ditch piping and maintaining access, and zoning. He would like a berm placed, single story residences, and play areas.

Jeff Langford – 2348 N Bottle Creek Pl, Eagle ID 83616

Langford opposed the project. His concerns included the high density, frontage, berms, details about the homes, and the entrance safety.

Maxine McCombs – 2211 N Schreiner Ln, Star ID 83669

McCombs opposed this project. Her concerns included density, and traffic safety issues.

Vic Warr – 2050 N Brandon Rd, Star ID 83669

Warr opposed this project. His issues included not having a transition area, stub road, surface water runoff and gullies and how will that be handled, traffic and lighting.

Charles Cooley – 2645 N Brandon Rd, Star ID 83669

Cooley opposed this project. He is concerned about traffic safety, the views, lighting and pedestrian safety.

Online, Ann Kuck – 10399 W Rolling Hills Dr, Star ID 83669

Kuck appreciated the open space and buffer they added and getting rid of the stub road. She talked about density and asked for a landscape plan before it is approved.

Online, Robert Fehlau – 2203 N Sunny Ln, Star ID 83669

Fehlau requested that the non-buildable common lot be put into the description. He would like to see larger lots to create more of a buffer and transition, less density, and that the natural area be protected and undisturbed.

Rebuttal:

Shrief addressed the concerns from each of the public testimonies. There were discussions regarding moving the access entrance with ACHD's approval, detached sidewalks, a landscaping plan, a lighting plan, irrigation and ditches, water rights, drainage and grading, farmland statutes, and amenities. The Mayor closed the public hearing and went into deliberations. Keyes moved to table the application to February 2. Salmonsens seconded the motion. There was a short discussion among the Council regarding density.

VOTE: Tabled to February 2, 2021. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

C) Ordinance No 323 Greyloch Cabinetry Rezone

Keyes moved to dispense with the rules to be able to approve the ordinance after reading once by title only.

Nielsen seconded the motion. Roll call vote. All ayes from Council.

Hershey moved to approve Ordinance 323. Keyes seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

D) Resolution 21-01 Comprehensive Plan Land Use Map and Text Amendment

Color code issues will be cleaned up to what was previously approved. There was further discussion regarding the defined and simplified transitional matrix, verbiage in the Land Use Section 8.5.3, and graphs being updated. Keyes moved to approve Resolution 21-01. Nielsen seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

E) Approval of Bid Documents and Plans for Hunters Creek Park Improvements

City Engineer, Ryan Morgan with Keller Associates – 131 SW 5th Ave A, Meridian ID 83642

Morgan outlined the layout for Hunters Creek Park. It will go to bid on January 12, be received back January 28, with the proposal to the Council on February 2. Some add alternates were discussed, including scoreboards, an asphalt pathway, and sidewalk extension. There was further discussion regarding ADA compliance, grading different types and needs of lighting, trees and landscaping. The goal is completion by mid-March.

Keyes moved to approve with the add alternates. Nielsen seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

8. EXECUTIVE SESSION

Nielsen moved to go into Executive Session. Keyes seconded the motion. Roll call vote. All ayes from Council. The Executive session ended at 10:10.

9. Action taken as a result of the Executive Session:

Nielsen moved that pursuant to City of Star Code Ordinance 1-6-4 and 1-6-5 and under authority of Idaho Code Section 50-260 that we unappoint the City Clerk and City Treasurer. Keyes seconded the motion. Roll call vote.

VOTE: Ayes – Hershey, Keyes, Salmonsens, Nielsen. Unappointment confirmed.

10. REPORTS: No reports.

11. ADJOURNMENT: The Mayor adjourned the meeting at 10:15 pm.

Respectfully submitted:



Meredith Hudson, Deputy City Clerk

Approved:



Trevor A Chadwick, Mayor



DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FENIX RANCHETTE ESTATES, PHASE 1

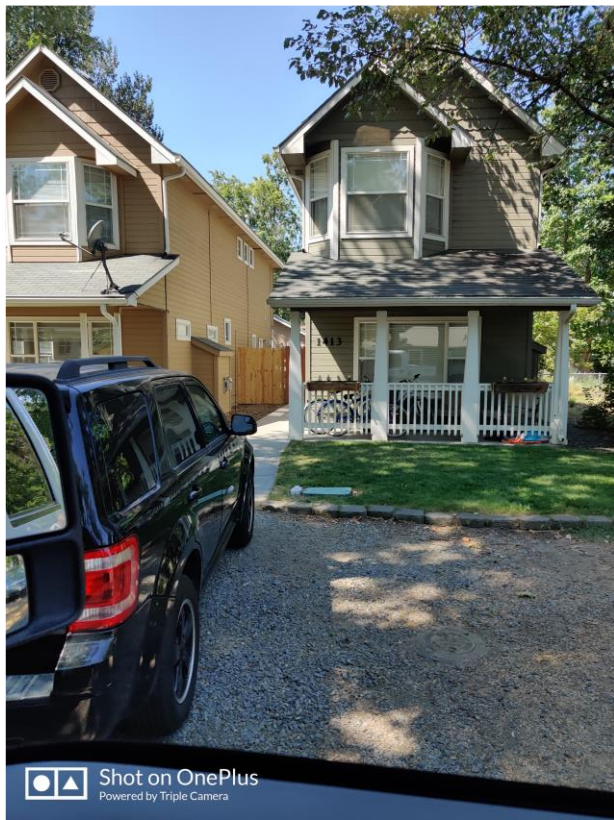
THIS DECLARATION is made effective on the 30th day of August 2004, by C & A Development, LLC, an Idaho corporation, hereinafter referred to as "Declarant" or "Grantor".

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Property", more particularly described as follows:

FENIX RANCHETTE ESTATES is a parcel of land located in the Northeast ¼ of the Northeast ¼ of Section 7, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: BEGINNING at the corner common to Section 5, 6, 8 and the said Section 7, from which the ¼ corner common to said Sections 7 and 8 bears South 00 32'36" West, 2654.80 feet.

NOW, THEREFORE, Grantor hereby declares that the Property and each Lot, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, reservations, easements, and restrictions, all of which were declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, reservations, easements, and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any Lot, parcel, or portion thereof; shall inure to the benefit of every Lot, parcel, or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon Grantor, its successors in interest, and each Grantee or Owner and his respective successors in interest, and may be enforced by Grantor, by any owner or his successors in interest.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property, and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices, or similar facilities on any portion of the Property, nor Grantor's right to post signs incidental to construction, sales, or leasing. Such sales or leasing office shall, at first, be placed upon a lot in Fenix Ranchette Estates deemed appropriate by Grantor. Further Grantor may develop adjoining properties and construct improvements thereon. Owner's and Members within the Association shall not protest, prevent, or limit the Grantor's right to develop adjoining properties as residential developments nor shall Owner's and Members within the Association protest, prevent, or limit Grantor's right to change the zoning for Lot 1 Block 1.





CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: Ryan B. Field, Assistant City Planner *Shawn T. Field*

MEETING DATE: January 05, 2021 – PUBLIC HEARING

FILE(S) #: RZ-20-11 Rezone
DA-20-26 Development Agreement
PP-20-16 Preliminary Plat for Paint Point Subdivision
PR-20-06 Private Street

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Plantation Construction & Management LLC
Richard Williams
53 Teressa Ave
Foothill Ranch, CA 92610

Applicant/ Representative:

Derritt Kerner
Rock Solid Civil
270 N. 27th Street, Suite 100
Boise, Idaho 83702

REQUEST

Request: The Applicant is seeking approval of a Rezone (R-5), a Development Agreement, a Preliminary Plat for a proposed residential subdivision consisting of 9 residential lots and 2 common lots, and a Private Street. The property consists of 2.04 acres with a proposed density of 4.41 dwelling units per acre.

PROPERTY INFORMATION

Property Location: The subject property is located at the southwest corner of N. Star Road and W. Floating Feather Road in Star, Idaho. Ada County Parcel No. R229390010.

Surrounding Land Use/Designations:

	Zoning Designation	Comp Plan Designation	Land Use
Existing	R-2	Neighborhood Residential	Vacant/Pasture
Proposed	R-5	Neighborhood Residential	Vacant/Pasture
North of site	RR (Ada Co.) R-3	Neighborhood Residential	Rural Residential, Single Family Residential Lakeshore Park Subdivision
South of site	R-2	Neighborhood Residential	Single Family Residential Craneridge Subdivision
East of site	Parks/Open Space	Parks/Open Space	Hunter's Creek Park
West of site	R-2	Neighborhood Residential	Single Family Residential Fenix Ranchette Estates

Existing Site Characteristics: The property currently is vacant and utilized as pasture.

Irrigation/Drainage District(s): Middleton Irrigation Association Inc; Middleton Mill Ditch Co.

Flood Zone: This property is in Flood Zone X, area of minimal flood hazard

Special On-Site Features:

- ✪ Areas of Critical Environmental Concern – No known areas.
- ✪ Evidence of Erosion – No evidence.
- ✪ Fish Habitat – No known areas.
- ✪ Floodplain – Property is not in a Special Flood Hazard area.
- ✪ Mature Trees – Along the south and east border.
- ✪ Riparian Vegetation – None.
- ✪ Steep Slopes – None.
- ✪ Stream/Creek – Property bordered on south & southeast by a free-flowing creek/ditch.
- ✪ Unique Animal Life – No unique animal life has been identified.
- ✪ Unique Plant Life – No unique plant life has been identified.
- ✪ Unstable Soils – No known issues.
- ✪ Historical Assets – No historical assets have been observed.
- ✪ Wildlife Habitat – No wildlife habitat has been developed or will be destroyed.

APPLICATION REQUIREMENTS

Pre-Application Meeting Held	August 17, 2020
Neighborhood Meeting Held	September 16, 2020
Application Submitted & Fees Paid	October 29, 2020
Application Accepted	November 2, 2020
Residents within 300' Notified	November 3, 2020

Agencies Notified
Legal Notice Published
Property Posted

November 3, 2020
November 29, 2020
December 22, 2020

HISTORY

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

CODE DEFINITIONS / COMPREHENSIVE PLAN

UNIFIED DEVELOPMENT CODE:

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

B. Standards:

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

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

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

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

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

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

<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-4: ZONING DISTRICT DIMENSIONAL STANDARDS:

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

Notes:

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

8-4D-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.

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

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

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

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

2. Each development is required to have at least one site amenity.

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

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

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:

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

8.5.3 Policies Related Mostly to the Urban Residential Planning Areas:

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

B. Low densities within the Neighborhood Residential Land Use are to be designed within the floodplain, ridgeline developable areas, hillside developable areas and where new residential lots are proposed adjacent to existing residential lots of one acre and larger where

8.5.9 Additional Land Use Component Policies:

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

18.4 Implementation Policies:

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

PROJECT OVERVIEW

REZONE:

The applicant is requesting approval of a rezone application to change the zoning designation on 2.04 acres from low density residential R-2 to medium density residential R-5. This zoning district would allow for a maximum residential density of 5 dwelling unit per acre (10 dwellings). The property is currently serviceable with central sewer and water provided by Star Sewer and Water District. The property will be serviced by a private road and has access onto W. Floating Feather Road with approximately 340 feet of frontage. The rezone request includes a development agreement that will address future density and development standards along with

private road requirements and ITD proportionate shares. The applicant has submitted a preliminary plat that shows a layout of 9 residential lots, or a density of 4.41 dwelling units per acre.

PRELIMINARY PLAT & PRIVATE STREET:

The Preliminary Plat submitted contains 9 single family residential lots and 2 common area lots. The lots will have access and frontage from a private street. The residential lots range in size from 4,330 square feet to 7,026 square feet. The average lot size is 4,769 square feet. The application indicates that 46,359 sq ft will be open space, exceeding the 15% requirement in Section 8-4E-2 of the UDC. It appears that the usable open space will also meet the 10% requirement. The private street will be built to ACHD, City of Star and Star Fire District standards. The submitted preliminary plat is showing a 24 ft wide street. The Fire District shall approve this width as it is below the 36 ft width requirement in Section 8-6B-2 of the UDC. A private street maintenance plan, including proposed funding, shall also be required by Staff prior to final plat signature. Street name must be obtained by the Ada County Street Naming Committee prior to signature of the final plat. The applicant has submitted a landscape plan with the preliminary plat that shows appropriate landscape along W. Floating Feather road but does not have any landscaping shown for the private road. The UDC requires street trees every 35 feet. Applicant also does not indicate any landscaping in the common areas. Section 8-8C-2-J-5 states that common areas shall have 1 deciduous shade tree per 4,000 square feet. Development does show that both sides of the subdivision will have sidewalks that connect to the current sidewalk along Floating Feather Road. Amenities indicated in the application narrative include playground equipment and picnic tables and grills to be located in Common Lot #11. A streetlight plan was not included with the application. Staff suggests a streetlight be placed at the intersection of the Private Road and Floating Feather Road. There should also be streetlights on the end of the cul-de-sac for safety and emergency personnel navigation. Sidewalk currently exists on both Floating Feather Road and Star Road.

DEVELOPMENT AGREEMENT

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

AGENCY RESPONSES

Central District Health	December 1, 2020
DEQ	December 4, 2020
ACHD	December 4, 2020
Keller Associates	December 10, 2020
Middleton Mill/Middleton Irrigation Assoc	November 30, 2020
ITD	Pending
Star Fire District	December 29, 2020

PUBLIC RESPONSES

No public responses received as of the date of this Staff Report.

STAFF RECOMMENDATION

Based upon the information provided to staff in the applications and agency comments received to date, the proposed annexation and zoning request meets the requirements, standards and intent for development as they relate to the Comprehensive Plan and Unified Development Code. The proposed maximum allowed density of 5 dwelling unit per acre is within the range of 3-5 dwelling units per acre allowed in the Neighborhood Residential Comprehensive Plan Land Use Map.

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

FINDINGS

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

ANNEXATION/REZONE FINDINGS:

1. The map amendment complies with the applicable provisions of the Comprehensive Plan.
The purpose of the Star Comprehensive Plan is to promote the health, safety, and general welfare of the people of the City of Star and its Impact Area. Some of the prime objectives of the Comprehensive Plan include:

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

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

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

The Council must find that the proposal complies with the proposed district and purpose statement. The purpose of the Neighborhood Residential District is to provide for development suitable primarily for residential use allowing single-family detached dwelling units. Densities range from 3 units per acre to 5 units per acre.

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

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

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

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

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

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

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 meets the design standards in the Code.
- B. Granting approval of the private street would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity:
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 Paint Point Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. 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.
3. **The private street shall meet all requirements of the Star Fire District, including width and turn-around.**
4. **The Applicant/Owner shall submit a private street maintenance plan, including future funding, in compliance with Section 8-4D-3C of the UDC.**
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 occupancy. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall submit a streetlight plan/design prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
6. Street trees along the private street and landscaping along Floating Feather Road shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees. **The applicant shall submit a landscape plan to the City prior to submittal of the final plat showing one (1) tree per thirty-five (35) linear feet and landscaping along Floating Feather Road. Plan should also include the location of amenities and common areas in the development.**
7. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
8. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
9. 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.**
10. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
11. A copy of the CC&R's shall be submitted to the City of Star at Final Plat.
12. A letter from the US Postal Service shall be given to the City at Final Plat stating the subdivision is in compliance with the Postal Service.
13. A form signed by the Star Sewer & Water District shall be submitted to the City prior to the signature of the Final Plat stating that all conditions of the District have been met, including annexation into the District.

14. A plat note shall state that development standards for residential development shall comply with the effective building and zoning requirements at time of building permit issuance, unless amended in the Development Agreement or CUP conditions.
15. Development standards for single family residential units shall comply with effective building and zoning requirements at time of building permit issuance, or as approved through the Development Agreement or as stated herein.
16. All common areas shall be maintained by the Homeowners Association.
17. The applicant shall provide a sign, to be located at all construction entrances, indicating the rules for all contractors that will be working on the property starting at grading and running through home sales that addresses items including but not limited to dust, music, dogs, starting/stopping hours for contractors (7a.m. start time). **Sign shall be approved by the City prior to start of construction.**
18. A sign application is required for any subdivision signs.
19. Any additional Condition of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File #RZ-20-11/DA-20-26/PP-20-16/PR-20-06 for Paint Point Subdivision on _____, 2021.

ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting

11275 Floating Feather Rd
Star, ID 83669
(208)-514-8246
plantationhomesrw@gmail.com

November 20, 2020

Dear Star City Counsel,

In early March of 2020 I found a land parcel located on the corner of Star rd and Floating Feather Rd. I then reached out to the staff of Star city hall zoning and planning to ask how this property would fit in with the comprehensive plan in Star. At that time, Shawn informed me that Star would be able to rezone this parcel to R5 max without rewriting the zoning. Once that was finished I reached out to water, sewer, Irrigation District, ACHD, Postal gas and power, and was informed if I comply with the local rules and regulations I would be able to build a nine home subdivision per the comprehensive plan.

On June 12 2020 I had put an offer on the 2.03 acre lot owned by Mr. and Mrs. Fenix which was then closed on July 23 2020. After the deal was closed I began the process to change the zoning and apply for the subdivision application to get the property survaied. On the evening of September 4th, a community meeting was held to go over the property proposal with an attendance of 20 or more people (attached is the community signature sheet). Upon completion of the meeting and survey, I met with Rock Solid Engineering to draw and sketch the property for the lot sewer, water, power and private driveway. Once the drawings were complete for the property, my team and I came up with a few different floor plans for the nine homes along with the exterior elevations that will blend into the existing home design in the surrounding area. To help make the area family friendly we have decided to incorporate a playground area along with tables and grills. The engineers and I have concluded that we have a large enough percentage of land to use for the community drainage as shown in the drawings.

My end goal for the subdivision is to build new smaller entry level homes that are more affordable for first time homeowners at around four hundred thousand per home. My team and I want to make this subdivision as welcoming and friendly as we can as well as make it fit in with the existing Star community.

Thank You for you time and consideration,

Rick Williams

PRELIMINARY PLAT FOR
PAIN *T* *P* *O* *I* *N* *T* *S* *U* *B* *D* *I*

A PORTION OF THE NE 1/4, OF THE NE 1/4 OF SECTION 7,
T.4N., R.1W., B.M., CITY OF STAR, ADA COUNTY, IDAHO
2020



VICINITY MAP
1"= 600'

DEVELOPMENT FEATURES:

TOTAL ACRES.....	2.04 ACRES
TOTAL LOTS.....	11
BUILDABLE LOTS.....	9
COMMON LOTS.....	2
DENSITY (DU/ACRE).....	4.41
EXISTING ZONING.....	R-2
PROPOSED ZONING.....	R-5
MINIMUM RESIDENTIAL LOT SIZE.....	4,340 sq.ft.
AVERAGE RESIDENTIAL LOT SIZE.....	4,769 sq.ft.
PERCENT TO BUILDABLE AREA.....	49%
PERCENT TO ROADWAY AREA.....	12%
PERCENT TO COMMON AREA.....	51%

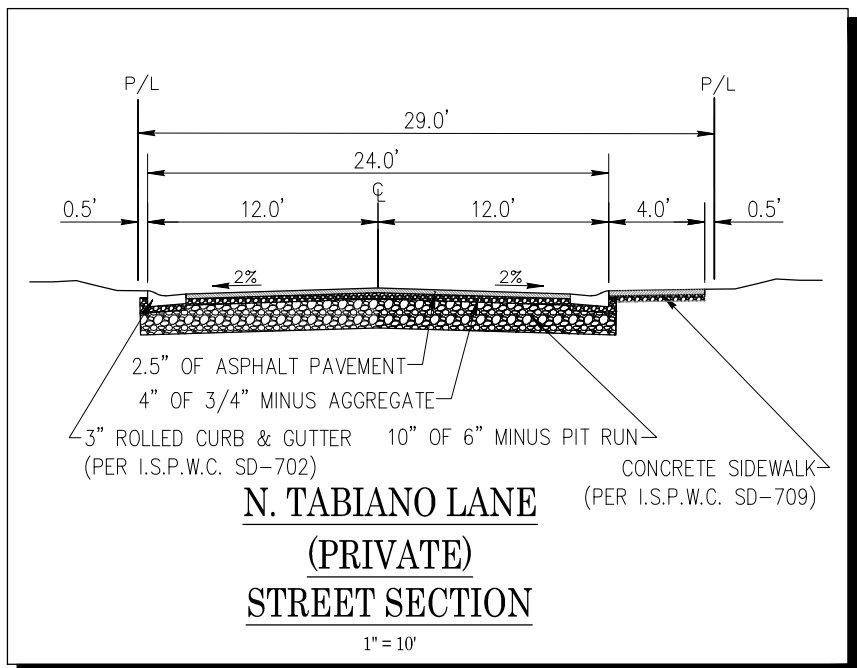
BUILDING SETBACKS:

FRONT.....	15'
REAR.....	20'
SIDE (FOR BOTH STORIES).....	5'

NOTES:

- THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- PROJECT SITE IS NOT LOCATED INSIDE THE 100 YEAR FLOODPLAIN PER ANNOTATED FIRM 16001C0130H.
- ALL LOTS ARE TO BE DESIGNATED SINGLE FAMILY RESIDENTIAL EXCEPT LOT 10 & 11 OF BLOCK 1 WHICH ARE COMMON LOTS.
- LOTS 1-4, BLOCK 1 ARE ENCUMBERED BY IRRIGATION EASEMENTS IN FAVOR OF THE IN FAVOR OF THE MIDDLETON MILL DITCH COMPANY/MIDDLETON IRRIGATION ASSOCIATION, INC.

GENERAL LEGEND	
	BOUNDARY LINE
	LOT LINE
	CENTERLINE
	8" SANITARY SEWER
	4" WATER MAIN
	PRESSURE IRRIGATION
	WATER SERVICE
	SEWER SERVICE
	WATER BLOW-OFF
	ROLLED CURB & GUTTER
	LOT NUMBER
	SEWER MANHOLE
	SECTION LINE
	EXISTING EASEMENT LINE
	EXISTING SEWER LINE
	EXISTING WATER LINE
	EXISTING OVERHEAD POWER
	EXISTING FENCE
	EXISTING TOP BANK OF DITCH
	EXISTING TOP BANK OF DITCH
	EXISTING GROUND CONTOUR
	EXISTING FIRE HYDRANT
	STREET SIGN
	PROPERTY CORNER PIN
	TEMPORARY BENCH MARK
	EXISTING TREE



UTILITY	REPRESENTATIVE	PHONE
GAS	INTERMOUNTAIN GAS	(208) 377-6839
ELECTRICITY	IDAHO POWER	(208) 388-6320
TELEPHONE	CENTURY LINK	(208) 385-2144
CABLE	SPARKLIGHT	(208) 375-8288
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PLANTATION CONSTRUCTION & MANAGEMENT LLC
53 TESSERA AVE.
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(208) 514-8246

CIVIL ENGINEER
DERRITT KERNER, P.E.
ROCK SOLID CIVIL LLC
4270 E. AMITY AVE.
BOISE, ID 83702
(208) 342-3277

LAND SURVEYOR
RICHARD GRAY, P.L.S.
COMPASS LAND SURVEYING LLC
4270 E. AMITY AVE.
NAMPA, ID 83687
(208) 442-0115

Revisions

Date	Description
1	
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ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
270 North 27th Street, Suite 100
BOISE, ID 83702
www.rocksolidcivil.com

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PAINT POINT SUBDIVISION
11275 W. FLOATING FEATHER ROAD

PRELIMINARY PLAT

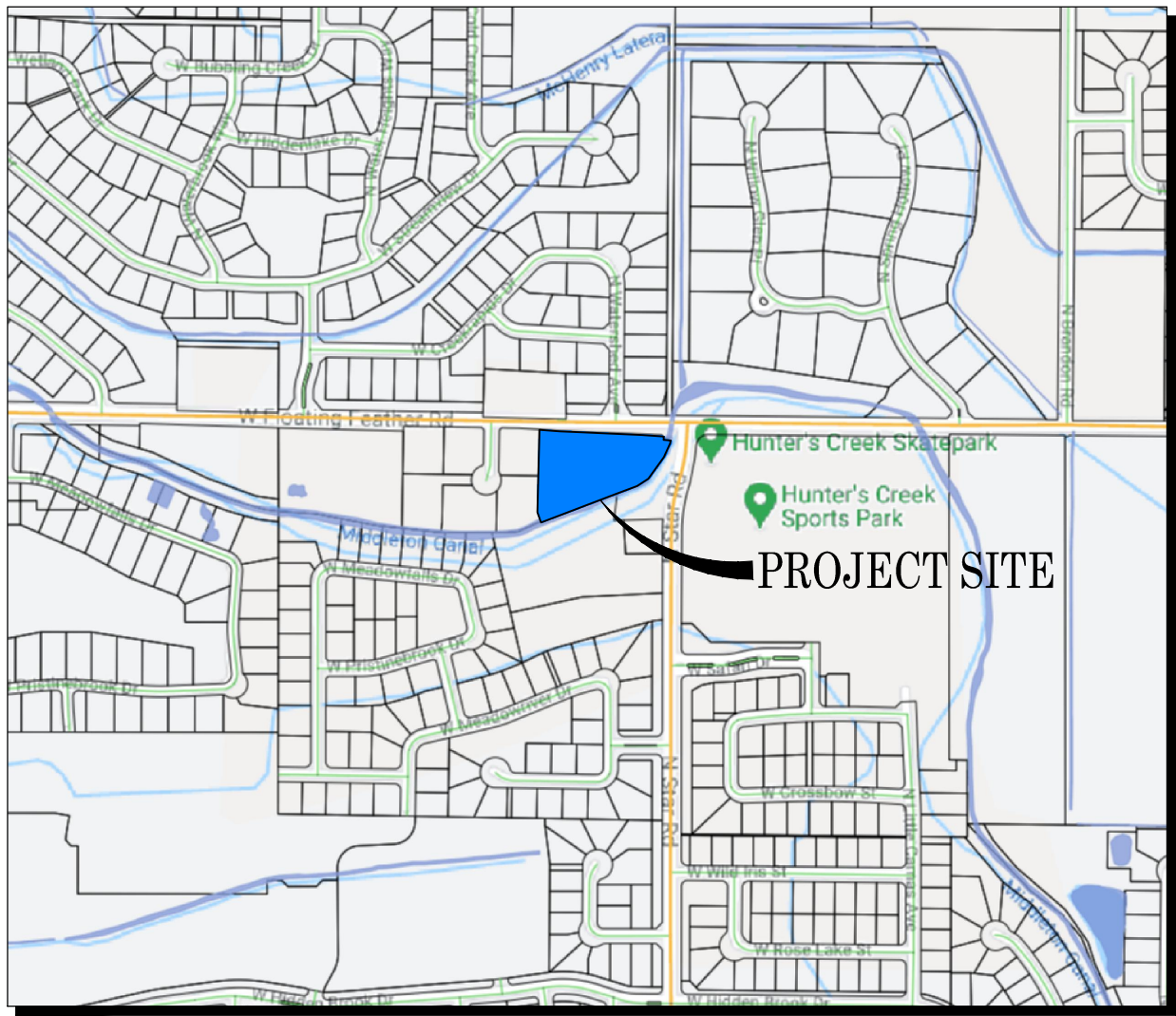
Project Name
Street Name

Stamp
PROFESSIONAL ENGINEER
DERRITT KERNER
1788
10-26-18
STATE OF IDAHO

Project No. RSC 20-99
Drawn By: RLC
Date: 26 October 2020
Sheet No.

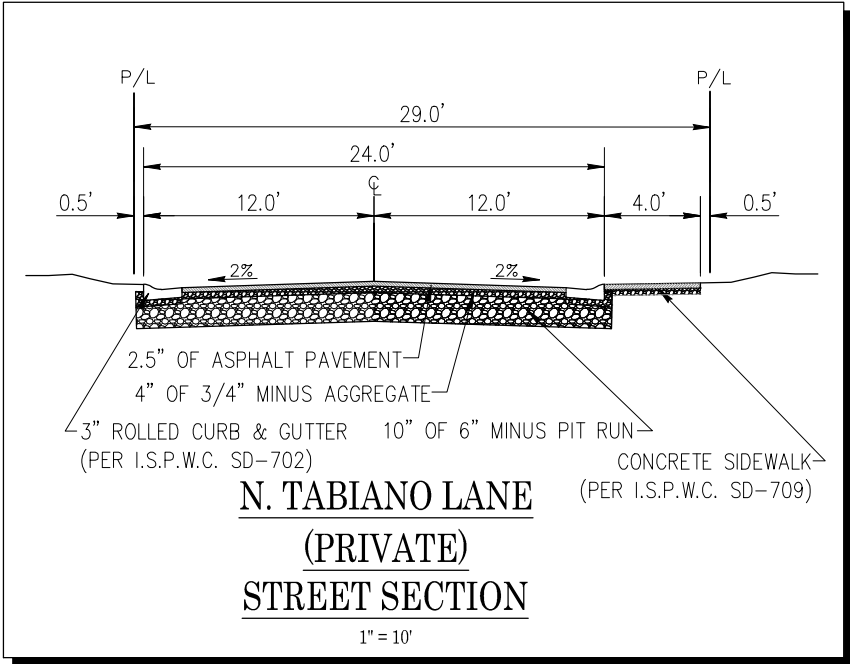
PP1
1 of 2

CONCEPTUAL ENGINEERING PLAN FOR PAINT POINT SUBDIVISION

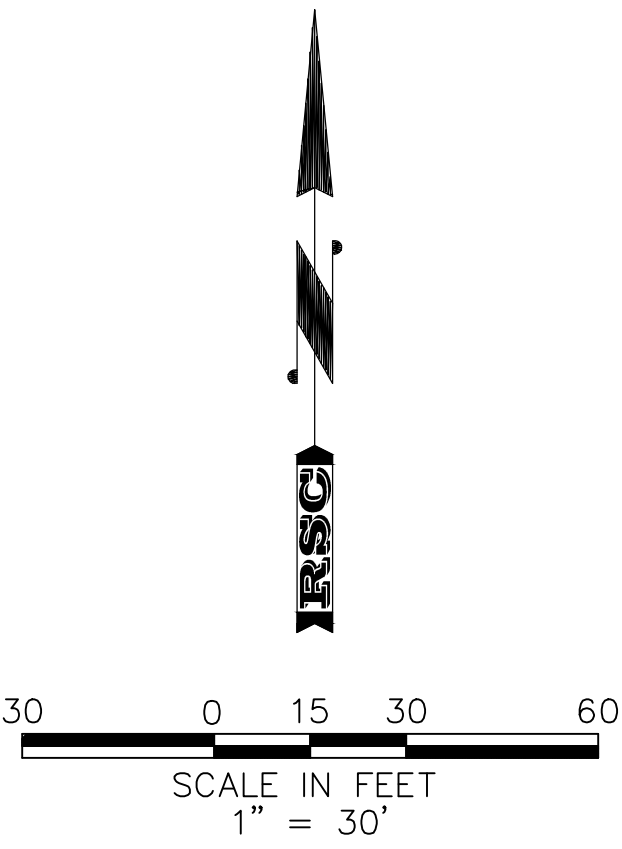
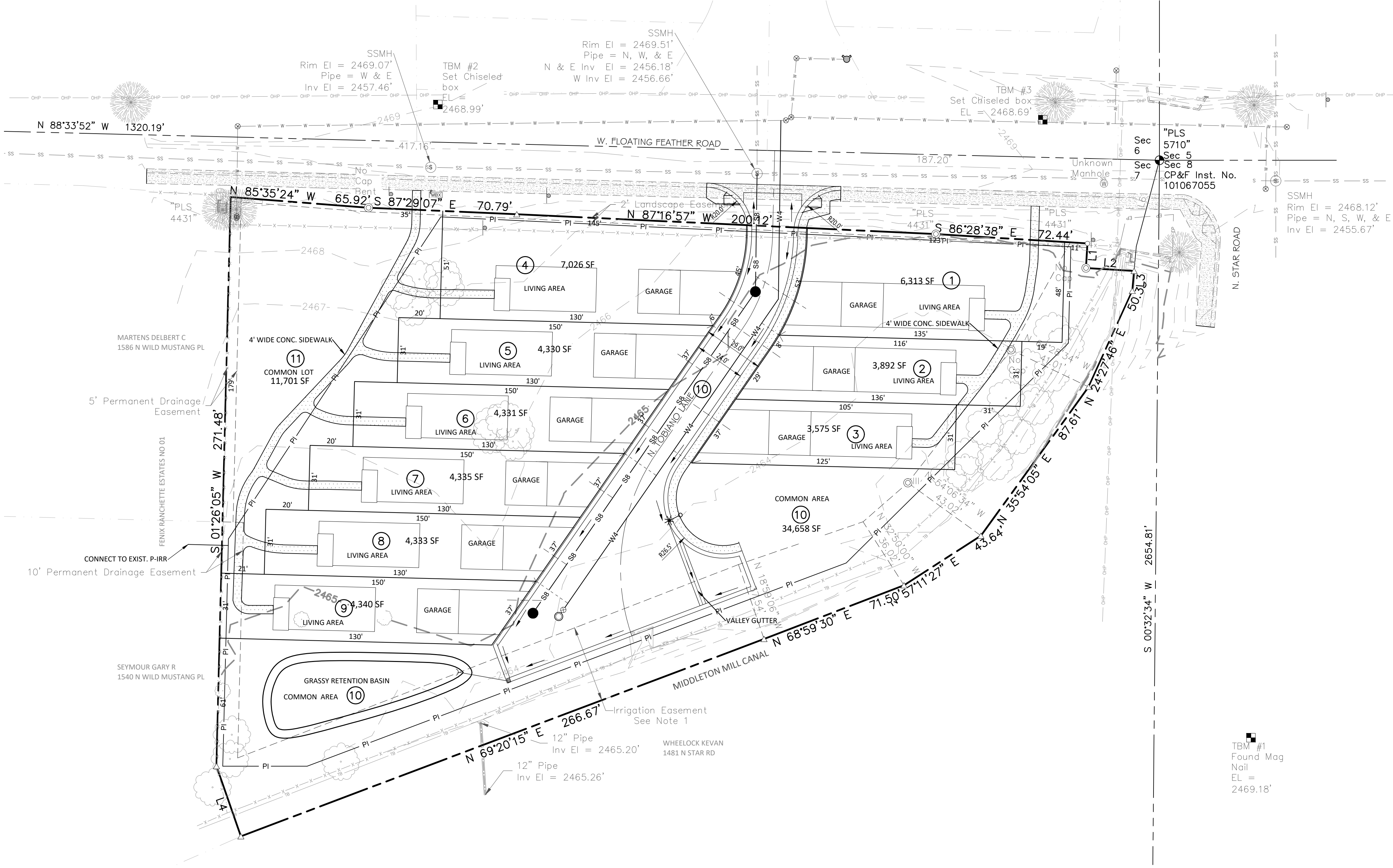



VICINITY MAP
1" = 600'

GENERAL LEGEND	
	BOUNDARY LINE
	LOT LINE
	CENTERLINE
	8" SANITARY SEWER
	4" WATER MAIN
	PRESSURE IRRIGATION
	WATER SERVICE
	WATER BLOW-OFF
	ROLLED CURB & GUTTER
	LOT NUMBER
	SEWER MANHOLE
	SECTION LINE
	EXISTING EASEMENT LINE
	EXISTING SEWER LINE
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	EXISTING OVERHEAD POWER
	EXISTING FENCE
	EXISTING TOP BANK OF DITCH
	EXISTING GROUND CONTOUR
	EXISTING FIRE HYDRANT
	STREET SIGN
	PROPERTY CORNER PIN
	TEMPORARY BENCH MARK
	EXISTING TREE



- NOTES:**
- SANITARY SEWER MAINS SHALL BE 8" DIAMETER UNLESS OTHERWISE SHOWN.
 - WATER MAINS SHALL BE 4" DIAMETER UNLESS OTHERWISE SHOWN.
 - SURFACE STORM WATER DRAINAGE SHALL BE DIRECTED TO PROPOSED RETENTION PONDS.
 - LOTS 8 - 11 ARE ENCUMBERED BY IRRIGATION EASEMENTS IN FAVOR OF MIDDLETON MILL IRRIGATION DISTRICT.





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Civil Engineering and Land Development Consulting
270 North 27th Street, Suite 207
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Project Name

PAINT POINT SUBDIVISION
11275 W. FLOATING FEATHER ROAD

Street Name

CONCEPTUAL ENGINEERING PLAN

Stamp



Project No.

RSC 20-99

Drawn By:

RLC

Date:

26 October 2020

Sheet No.

PP2
2 of 2

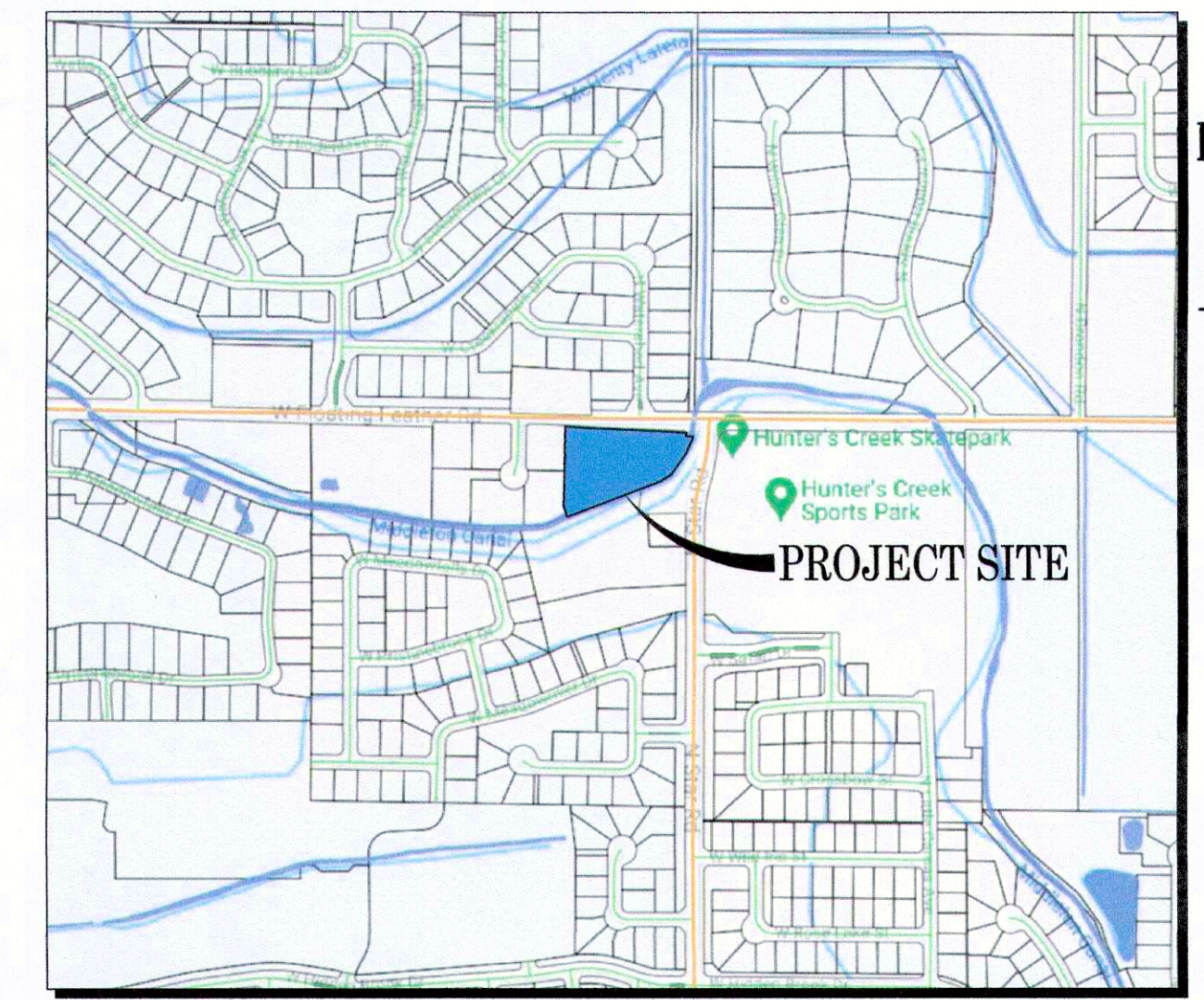
LANDSCAPE PLAN

PAINT POINT SUBDIVISION

A PORTION OF THE NE 1/4, OF THE NE 1/4 OF SECTION 7,
T.4N., R.1W., B.M., CITY OF STAR, ADA COUNTY, IDAHO
2020

Landscape Note:

- 5-foot landscape strip along W. Floating Feather Rd. to mimic Fenix Ranchette Estates No. 1



VICINITY MAP
1" = 600'

DEVELOPMENT FEATURES:

TOTAL ACRES.....	2.04 ACRES
TOTAL LOTS.....	11
BUILDABLE LOTS.....	9
COMMON LOTS.....	2
DENSITY (DU/ACRE).....	4.41
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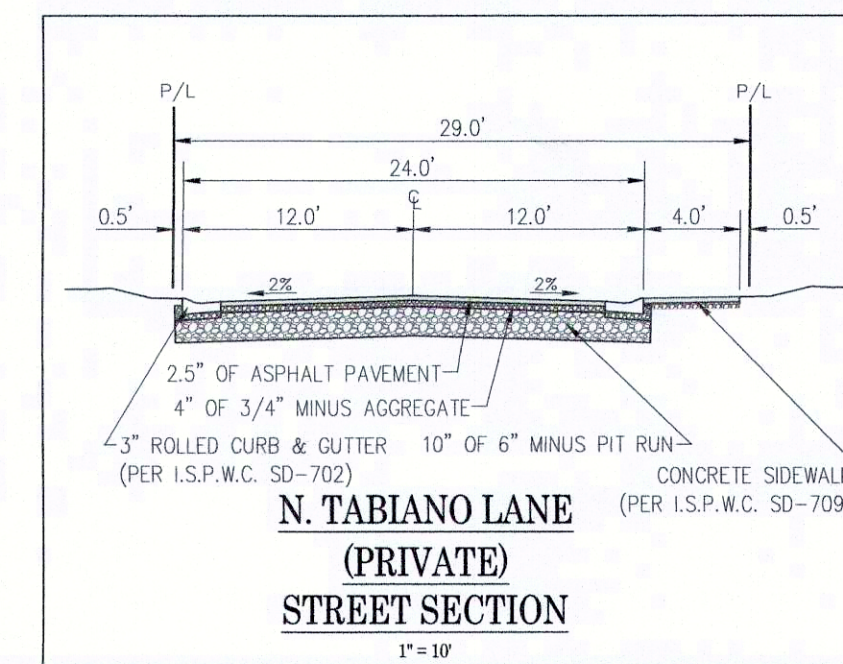
BUILDING SETBACKS:

FRONT.....	15'
REAR.....	20'
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NOTES:

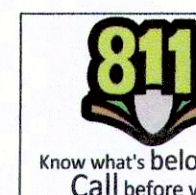
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PAINT POINT SUBDIVISION
11275 W. FLOATING FEATHER ROAD
LANDSCAPE PLAN

Project Name
Sheet Name
Stamp
PROFESSIONAL ENGINEER
DERRITT KERNER
17887
10-26-19
STATE OF IDAHO

Project No. RSC 20-99
Drawn By: RLC
Date: 26 October 2020
Sheet No.

PP1
1 of 2



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

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

Brad Little, Governor
Jess Byrne, Director

December 4, 2020

By e-mail: bnorgrove@staridaho.org

Barbara Norgrove
Star City Hall
P.O. Box 130
Star, Idaho 83669

Subject: Sellwood Place Subdivision, AZ-20-20 Annexation-Zoning, DA-20-25 Development Agreement, PP-20-18 Preliminary Plat and Paint Point Subdivision, RZ-20-11 Rezone, DA-20-26 Development Agreement, PP-20-16 Preliminary Plat, PR-20-06 Private Street

Dear Ms. Norgrove:

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

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

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).
- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites. Information on fugitive dust control plans can be found at: http://www.deq.idaho.gov/media/61833-dust_control_plan.pdf
- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.
- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

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

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

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

3. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: deq.idaho.gov/water-quality/drinking-water.aspx). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for

protection of ground water resources.

- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

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

4. SURFACE WATER

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. A Construction General Permit from EPA may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: <https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

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

5. HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

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

and Regulations for the Prevention of Air Pollution.

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

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

6. ADDITIONAL NOTES

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

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

Sincerely,



Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2020AEK276



Project/File: **Paint Point Subdivision / SPP20-0016 / RZ-20-11/ DA-20-16 / PP-20-16 / PR-20-06**
 This is a rezone, planned unit development, private road, and preliminary plat application to allow for the development of 9 lots on 2.039 acres. The site is located on the southwest corner of Floating Feather Road and Star Road.

Lead Agency: City of Star

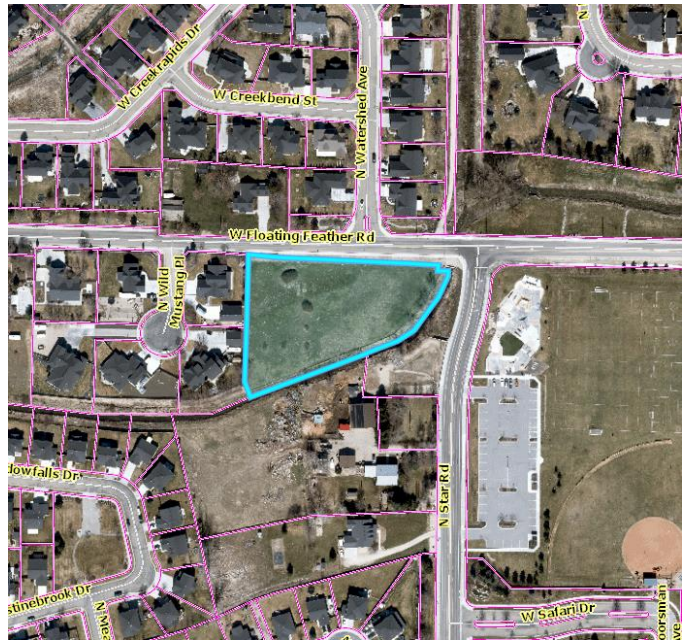
Site address: 11275 N Floating Feather Road

Staff Approval: December 4, 2020

Applicant: Richard Glenn Williams
 53 Tessera Avenue
 Foothill Ranch, CA 92610

Representative: Rock Solid Civil
 Derritt Kerner
 270 N 27th Street
 Suite #100
 Boise, ID 83702

Staff Contact: Brenna Garro
 Phone: 387-6346
 E-mail: bgarro@achdidaho.org



A. Findings of Fact

- Description of Application:** The applicant is requesting approval of a development agreement with the City of Star and a rezone from R-2 (Low-Density Residential) to R-5 (Medium Density Residential), a private road, a planned unit development and a preliminary plat application to allow for the development of 9 single-family residential building lots on 2.039 acres.

The City of Star's Land Use Map designates this area as Neighborhood Residential.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Neighborhood residential	R-3
South	Neighborhood residential	R-2
East	Existing public use, parks, and open space.	Public
West	Neighborhood residential	R-2

- Site History:** ACHD has not previously reviewed this site for a development application.
- Transit:** Transit services are not available to serve this site.

5. **New Center Lane Miles:** The proposed development includes 0 centerline miles of new public road.
6. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.
7. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
 - A detached pathway on Floating Feather Road from Wild Mustang Place to Meadow Lake Avenue is scheduled in the IFYWP to be constructed in 2024.
 - A sidewalk on Floating Feather Road from Brandon Road to Hornback Avenue is scheduled in the IFYWP to be constructed in 2023.
 - Bridge #2028 over the Middleton Canal on Floating Feather Road is scheduled in the IFYWP to be replaced in 2024.
 - Floating Feather Road is listed in the CIP to be widened to 3-lanes from Can Ada Road to Star Road between 2036 and 2040.
 - Floating Feather Road is listed in the CIP to be widened to 3-lanes from Star Road to Plummer Road between 2036 and 2040.
 - The intersection of Floating Feather Road and Star Road is listed in the CIP to be constructed as a single lane roundabout in 2036-2040.
8. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

The BMP identifies Floating Feather Road and Star Road as Level 2 facilities that will be constructed as part of a future ACHD project.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 85 vehicle trips per day; 9 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.
2. **Condition of Area Roadways**
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Floating Feather	431-feet	Minor Arterial	158	Better than "E"
Star Road	309-feet	Collector	264	Better than "D"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

* Acceptable level of service for a three-lane collector is "D" (530 VPH).

3. **Average Daily Traffic Count (VDT)**

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

- The average daily traffic count for Floating Feather Road west of Star Road was 3,229 on 11/05/19.
- The average daily traffic count for Star Road south of Floating Feather Road was 4,493 on 10/23/19.

C. Findings for Consideration

1. Floating Feather Road

- a. **Existing Conditions:** Floating Feather Road is improved with 2-travel lanes, vertical curb, gutter, and 5-foot wide attached concrete sidewalk abutting the site. There is 39 to 65-feet of right-of-way for Floating Feather Road (25 to 40-feet from centerline).

b. **Policy:**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Floating Feather Road is designated in the MSM as a Residential Arterial with 3-lanes, a 46-foot street section within 74-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is not proposing any improvements to Floating Feather Road abutting the site.
- d. **Staff Comments/Recommendations:** The applicant should be required to dedicate additional right-of-way to total 37-feet from the center line of Floating Feather Road abutting the site consistent with the MSM.

Floating Feather Road is already improved with 17-feet of pavement from centerline consistent with the District's Frontage Improvements policy, 2-travel lanes, curb, gutter, and 5-foot wide concrete sidewalk. Therefore, staff recommends that no further improvements be required with this development application.

Consistent with the District's Minor Improvements policy, the applicant should be required to replace any damaged curb, gutter, and sidewalk on Floating Feather Road abutting the site.

2. Star Road

- a. **Existing Conditions:** Star Road is improved with 3-travel lanes and vertical curb, gutter, and 7-foot wide attached concrete sidewalk abutting the site. There is 100 to 235-feet of right-of-way for Star Road (59 to 195-feet from centerline).
- b. **Policy:**
 - Collector Street Policy:** District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of Star Road is designated in the MSM as a Residential Collector with 3-lanes and on-street bike lanes, a 36-foot street section within a minimum of 50-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is not proposing any improvements to Star Road abutting the site.

Staff Comments/Recommendations: Star Road is already improved with 3-travel lanes curb, gutter, bike lanes, and 7-foot wide concrete sidewalk within 100 to 235-feet of right-of-way, consistent with the MSM. Therefore, staff recommends that no further improvements or right-of-way dedication be required with this development application.

Consistent with the District's Minor Improvements policy, the applicant should be required to replace any damaged curb, gutter, and sidewalk abutting the site.

3. Driveways

3.1 Floating Feather Road

- a. **Existing Conditions:** There are no existing driveways from the site onto Floating Feather Road.
- b. **Policy:**
 - Access Points Policy:** District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section

and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 40 MPH to align or offset a minimum of 330-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

- c. **Applicant's Proposal:** The applicant is proposing to construct a 29-foot wide private road from the site onto Floating Feather Road approximately 227-feet east of the site's west property line, 240-feet west of Star Road (measured centerline to centerline), and align centerline to centerline with Watershed Avenue on the north side of Floating Feather Road.
- d. **Staff Comments/Recommendations:** The applicant's proposal does not meet the District's Driveway Location policy which states that if a property has frontage on more than one street that access be taken from the lesser classified street or the District's Successive Driveways policy which states that driveways onto minor arterial roadways should be offset a minimum of 330-feet from an intersection or another driveway. However, staff recommends a modification of policy to allow the driveway to be located as proposed due to the fact that:
- A private road constructed from the site to Star Road would be located within right-of-way for the construction of a future ACHD detention pond facility,
 - The private road is proposed to align with Watershed Avenue on Floating Feather Road, meeting the intent of the policy .
 - The limited site frontage (431-feet) and the existing roadways intersecting Floating Feather Road near the site restrict the applicant's ability to meet the District's Successive Driveways

policy which requires driveways to be offset a minimum of 330-feet from any existing or proposed driveway or street.

Therefore, staff recommends a modification of policy to allow the applicant's proposal to construct the private road from the site onto Floating Feather Road located 240-feet west of Star Road to be approved, as proposed. This is a 27% modification of policy and can be approved at the Development Services Manager level.

4. Private Road (Tabiano Lane)

a. **Existing Conditions:** There are no existing private roads within the site.

b. **Policy:**

Private Road Policy: District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

c. **Applicant's Proposal:** The applicant is proposing to construct a 24-foot wide private road with 5-foot concrete sidewalk from the site onto Floating Feather Road approximately 227-feet east of the site's west property line and in alignment with Watershed Avenue on the north side of Floating Feather Road.

d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved as proposed.

If the City of Star approves the private road, the applicant shall be required to pave the private roadway its full width and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Star, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations.

Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

5. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

6. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

7. Other Access

Floating Feather Road is classified as a residential arterial roadway and Star Road is classified as residential collector roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Dedicate additional right-of-way to total 37-feet from the center line of Floating Feather Road abutting the site.
2. Replace or repair any broken or deteriorated segments of curb, gutter, and sidewalk on Floating Feather Road abutting the site.
3. Replace or repair any broken or deteriorated segments of curb, gutter, and sidewalk on Star Road abutting the site.
4. Construct the private road, Tabiano Lane, from the site onto Floating Feather Road as a 24-foot wide private road with 5-foot concrete sidewalk with a curb return type approach located 227-feet east of the site's west property line and aligns centerline to centerline with Watershed Avenue, as proposed.
5. Install street name and stop signs for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.
6. Direct lot access is prohibited to Floating Feather Road and Star Road and should be noted on the final plat.
7. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
8. Payment of impact fees is due prior to issuance of a building permit.
9. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.

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

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

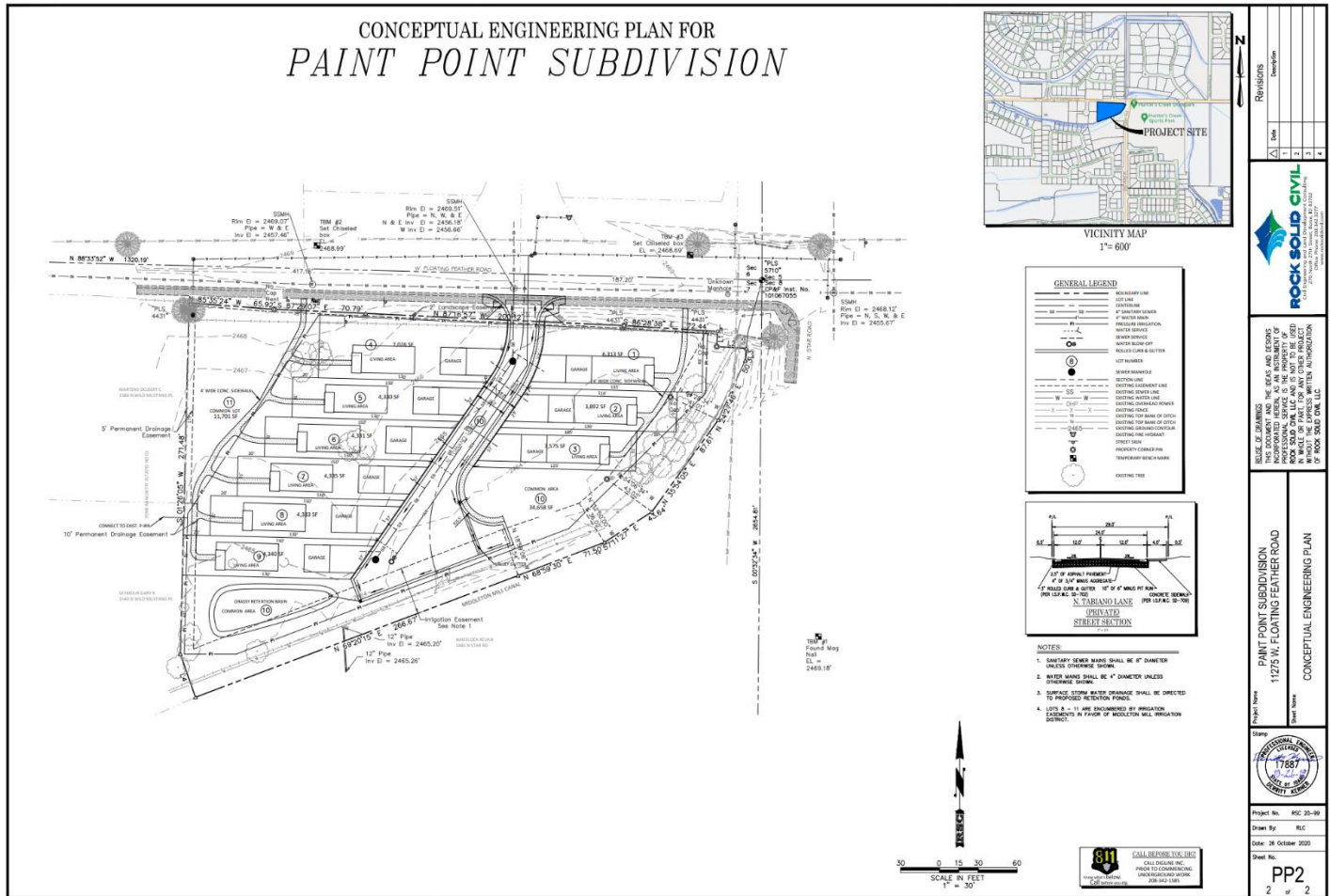
G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



SITE PLAN



Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- ☒ Submit a development application to a City or to Ada County
- ☒ The City or the County will transmit the development application to ACHD
- ☒ The ACHD **Planning Review Section** will receive the development application to review
- ☒ The **Planning Review Section** will do one of the following:
 - ☐ Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.
 - ☒ Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - ☒ Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- ☐ For **ALL** development applications, including those receiving a **"No Review"** letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for **ANY** work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- ☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

- ☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Boise Office

Golden Eagle Building
1101 W. River St., Ste. 110
P.O. Box 7985
Boise, Idaho 83707
Tel. (208) 629-7447
Fax (208) 629-7559

Challis Office

1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488
Fax (208) 629-7559

Twin Falls Office

236 River Vista Place
Suite 301
Twin Falls, Idaho 83301
Tel. (208) 969-9585
Fax (208) 629-7559



SAWTOOTH LAW OFFICES, PLLC

Monday, November 30, 2020

David P. Claiborne *

S. Bryce Farris

Patxi Larrocea-Phillips

Evan T. Roth

Daniel V. Steenson

Matthew A. Sturzen

Katie L. Vandenberg

Andrew J. Waldera **

James R. Bennetts (retired)

*Attorneys licensed in Idaho
* Also licensed in Washington
** Also licensed in Oregon*

City of Star

Attn: Shawn L. Nickel

P.O. Box 130

Star, Idaho 83669

Re: File #'s: RZ-20-11, DA-20-26, PP-20-16 and PR-20-06
located at the southwest corner of N. Star Rd and W. Floating Feather Rd in Star, Idaho

Dear Mr. Nickel:

The Middleton Mill Ditch Company and Middleton Irrigation Association (collectively referred to as "MM-MI") have a lateral ditch, the Middleton Mill Canal, and easement that runs through or abuts this property. The easement is 25 feet each side from the top of bank. The developer must contact MM-MI's attorneys, Sawtooth Law Offices, PLLC, for approval before any encroachment, change of easement, or any drainage discharge into MM-MI's facilities occur. MM-MI must review drainage plans and construction plans prior to any approval.

MM-MI generally requires a License Agreement prior to any approval for the following reasons:

1. Relocation of a facility which would also require a new easement and relinquishment of the old easement once the relocation has been completed.
2. Piping of a facility.
3. Encroachment on a facility with gas, water and sewer lines, utility lines, roadways, bridges or any other structures.
4. Drainage discharges into any facilities.

RECEIVED
DEC 03 2020
CITY OF STAR



Also, please be advised that MM-MI does not approve of trees within their easement. Therefore, any existing trees within easement will need to be removed. On occasion, MM-MI may make exceptions on a case by case basis, which requires the developers/owners to obtain written permission from MM-MI for existing trees to remain.

Please contact me if you have any questions.

Yours very truly,

A handwritten signature in blue ink, appearing to read "S. Bryce Farris", written over a horizontal line.

S. Bryce Farris

SBF:krk

cc: MM-MI



December 10, 2020

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

Re: Paint Point Subdivision Preliminary Plat Application

Dear Mayor:

Keller Associates, Inc. has reviewed the Preliminary Plat for the Paint Point Subdivision dated October 26, 2019. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Shawn L. Nickel. We have the following comments and question based on our review.

1. Provide legal description.
2. Provide Landscape Plans. Tree species meet the City of Boise acceptable species guidelines, for location within or adjacent to right-of-way, as adopted by Star City Code.
3. Provide public and private easements shown on plat for open spaces, access drives, drainage facilities, floodway maintenance boundaries, offsite storage areas and connecting piping for detached flood water storage impoundments, existing irrigation ditches, new irrigation ditches or pipelines, bicycle / pedestrian pathways (connectivity to adjacent developments), and irrigation piping. 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.
4. It appears that N Tobiano Rd is a private road and requires easements for utilities. Provide water and sewer easements shown on face of plat.
5. Provide streetlight at intersection of Floating Feather and N Tobiano Lane. Street lighting 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.
6. Applicant needs to explain proposed stormwater disposal plan for local roads as well as Floating Feather Road.
7. Per DEQ, it is a 6-inch minimum water main, if there is a hydrant attached it is an 8-inch minimum.
8. 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.

9. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
10. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
11. Landscape plans including fencing, buffer areas, and street trees will have to conform to the City subdivision ordinance.

We recommend that the **conditions 1 and 7 listed above be addressed prior to 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



Ada County Transmittal
Division of Community and Environmental Health

Return to:

- ☐ ACZ
☐ Boise
☐ Eagle
☐ Garden City
☐ Meridian
☐ Kuna
☒ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat PP-20-16

Paint Point

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☒ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☒ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☒ central water
☐ individual sewage ☐ individual water
- ☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☒ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☒ central water
- ☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- ☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- ☐ 12. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store
- ☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.
- ☐ 14. _____

Reviewed By: [Signature]

Date: 12/1/2020



FIRE DISTRICT STAFF REPORT

Paint Point Subdivision

DATE: December 29, 2020

TO: City of Star, Planning & Zoning

FROM: Victor Islas, Deputy Chief *Victor Islas*

SUBJECT: Fire District Review

PROJECT NAME: Paint Point Subdivision (RZ-20-11, DA-20-26, PP-20-16, PR-20-06)

Fire District Summary Report:

Overview: This development can be serviced by the Star Fire Protection District. This development shall comply with the 2015 International Fire Code (IFC) and any codes set forth by the City of Star, Idaho.

Fire Response Time: This development will be served by the Star Fire Protection District Station 51, located at 11655 W. State St., Star, Idaho. Station 51 is 1.4 miles with a travel time of 3 minutes under ideal driving conditions from this development.

Rezone: The Fire District does not have any comments on the Rezone of the property.

Accessibility: Roadway Access, Traffic, Radio Coverage

Access roads shall be provided and maintained following Appendix D and Section 503 of the IFC. Access shall include adequate roadway widths, signage, turnarounds, and turning radius for fire apparatus.

Access road design shall be designed and constructed to allow for evacuation simultaneously with emergency response operations.

All access roads in this development shall remain clear and unobstructed during construction of the development. Additional parking restrictions may be required as to maintain access for emergency vehicles at all times. Hydrants shall remain unobstructed at all time per city code.

The applicant shall work with City of Star, Ada County and Fire District to provide an address identification plan and signage which meets the requirements set forth by each agency. Addressing shall be placed in a position that is plainly legible and visible from the street or road fronting the property, as set forth in International Fire Code Section 505.1

Please note that the proposed hammer turn-around at the end of N. Tobiano Lane will need to remain clear and unobstructed at all times. This will include during the winter months. It shall be the responsibility of homeowner's association to remove all snow to insure emergency access at all times. In addition, no parking signs shall be posted along the drive and turn-around per IFC Appendix D.



FIRE DISTRICT

STAFF REPORT

Paint Point Subdivision

Specialty/Resource needs:

No specialty/resources will be needed for this development.

Water Supply:

Water supply requirements will be followed as described in Appendix B of the 2015 International Fire Code unless agreed upon by the Fire District.

1. Fire Flow: Requirements will be as specified in Appendix B of the International Fire Code based on occupancy, construction and building size.
2. Water Supply: Acceptance of the water supply for fire protection will be by the Fire District and water quality by the Star Sewer & Water District for bacteria testing.
3. Water Supply: Final Approval of the fire hydrant locations shall be by the Star Fire Protection District or their designee in accordance with International Fire Code Section (IFC) 508.5.4 as follows:
 - a. Fire hydrants shall have a Storz LDH connection in place of the 4 ½" outlet. The Storz connection may be integrated into the hydrant or an approved adapter may be used on the 4 1/2" outlet.
 - b. Fire hydrants shall have the Storz outlet face the main street or parking lot drive aisle.
 - c. Fire hydrants shall be placed on corners when spacing permits.
 - d. Fire hydrants shall not have any vertical obstructions to outlets within 10'.
 - e. Fire hydrants shall be placed 18" above finished grade to the center of the Storz outlet.
 - f. Fire hydrants shall be provided to meet the requirements of the City of Star and Star Sewer and Water District Standards.
 - g. Show all proposed or existing hydrants for all new construction or additions to existing buildings within 1,000 feet of the project.

Inspections:

Final inspection by the Fire District of the above listed including hydrant flow must be completed before building permits are issued

Additional Comments: None



CITY OF STAR

LAND USE STAFF REPORT MEMO

TO: Mayor & Council

FROM: Shawn L. Nickel, Planning Director & Zoning Administrator *Shawn L. Nickel*

MEETING DATE: **February 2, 2021** – PUBLIC HEARING

FILE(S) #: **AZ-20-20 Annexation and Zoning**
DA-20-25 Development Agreement
PP-20-18 Preliminary Plat for Sellwood Place Subdivision

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Michael Sessions
2350 N Brandon Road
Star, ID 83669

Applicant

J-U-B Engineers
2760 W. Excursion Lane
Meridian, ID 83642

Representative:

Wendy Shrief,
J-U-B Engineers
2760 W. Excursion Lane
Meridian, ID 83642

UPDATE

This application was originally heard by Council on January 5, 2021. At the last meeting, Council tabled the application and directed the applicant to review the location of the entrance to the subdivision on Brandon Road with ACHD for possible relocation, detached sidewalks along Brandon Road, irrigation and drainage issues, and an updated landscape plan. The applicant will provide Council with an updated landscape plan and will update the Council on the other issues at the upcoming hearing. The applicant has indicated that ACHD does not support moving the access to the south on Brandon Road.



STAR CITY COUNCIL MEETING MINUTES

January 5, 2021

1. CALL TO ORDER:

The regular meeting of the Star City Council was held on Tuesday, January 5, 2021 at Star City Hall, 10769 W. State Street in Star, Idaho. Mayor Trevor Chadwick called the meeting to order at 7:00 pm and all stood for the Pledge of Allegiance.

2. INVOCATION: Larry Osborn, LifeSpring Christian Church

3. ROLL CALL:

Council Present: David Hershey, Michael Keyes, Jennifer Salmonsens, Kevin Nielsen

Council Absent: None

4. APPROVAL OF THE AGENDA:

Keyes moved to approve the agenda. Hershey seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

5. CONSENT AGENDA:

Keyes moved to approve the consent agenda. Salmonsens seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

6. PRESENTATION/PUBLIC INPUT: No public input.

7. OLD/NEW BUSINESS:

A) PUBLIC HEARING – PAINT POINT SUBDIVISION

The Mayor opened the public hearing. No ex parte contact from Council members.

Applicant: Rick Williams – 11275 Floating Feather Rd, Star ID 83669

Applicant was seeking approval of a Rezone (R-5), a Development Agreement, a Preliminary Plat for a proposed residential subdivision consisting of 9 residential lots and 2 common lots and a Private Street. Williams gave an overview of the project. There were discussions regarding irrigation water, private streets size, lot and home size, and price.

Public Testimony:

Ellen Morse – 11282 W Floating Feather Rd, Star ID 83669

Morse opposed this project. Her concerns were with density, traffic, placement, and impact on home value.

Stan Morse – 11282 W Floating Feather Rd, Star ID 83669

Morse opposed this project. He was concerned about decreased home values and potential traffic problems.

Online, Delbert Martens – 1586 N Wild Mustang Pl, Star ID 83669

Martens opposed this project. He was concerned about property size, common areas and noise, the driveway entrance, visitor parking, and privacy issues.

Online, Cheryl Sanchez – 1813 N Water Heights Way, Star ID 83669

Sanchez opposed to this project. She had concerns about the first entrance and traffic at Hunters Creek Park, putting another private street that will create more traffic, and the high density.

Online, Lori Murray – 1543 N Wild Mustang Pl, Star ID 83669

Murray opposed this project. Her concerns included water rights, parking, not meeting the requirements of the current subdivision and high density.

Online, Kevan Wheelock – 1481 N Star Rd, Star ID 83669

Wheelock requested the homes to at least have an aesthetically country appearance and would like the sidewalks to connect to make a loop for better flow.

Rebuttal:

Williams addressed the concerns from each of the public testimonies. There were discussions regarding home sizes, zoning, grantors, CC&Rs, definitions and rights. The Council suggested tabling the application and would like to see a better conceptual plan, improving pedestrian safety, for Williams to reach out to neighbors and address density, parking, and the other issues. The Mayor closed the public hearing and went into deliberations. Keyes made suggestions regarding the private road, density, zoning, walkways, and parking. Nielsen moved to table the application to February 2. Hershey seconded the motion.

VOTE: Tabled until February 2, 2021. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

B) PUBLIC HEARING – SELLWOOD PLACE SUBDIVISION

The Mayor opened the public hearing. No ex parte contact from Council members.

Applicant: Wendy Shrief – 2760 W Excursion Way, Meridian ID 83642

Applicant is seeking and approval of an Annexation and Zoning (R-4), a Development Agreement, and Preliminary Plat for a proposed residential subdivision consisting of 76 residential lots and 12 common lots. Shrief outlined the project with some updates. There was discussion regarding landscaping, amenities, sidewalks, and mailboxes.

Public Testimony:

Travis Chesley – 2351 N Brandon Rd, Star ID 83669

Chesley opposed this project. His biggest concern was no sidewalks, no lights, and poor visibility. There was a discussion regarding lighting and the entrance.

Tom Spillner – 10965 W Eagle Flats Ln, Star ID 83669

Spillner opposed this project. He also represented neighbor, Jake Schmidt who was not notified of the meeting or development. Spillner's biggest issues were the access entrance, water irrigation ditch piping and maintaining access, and zoning. He would like a berm placed, single story residences, and play areas.

Jeff Langford – 2348 N Bottle Creek Pl, Eagle ID 83616

Langford opposed the project. His concerns included the high density, frontage, berms, details about the homes, and the entrance safety.

Maxine McCombs – 2211 N Schreiner Ln, Star ID 83669

McCombs opposed this project. Her concerns included density, and traffic safety issues.

Vic Warr – 2050 N Brandon Rd, Star ID 83669

Warr opposed this project. His issues included not having a transition area, stub road, surface water runoff and gullies and how will that be handled, traffic and lighting.

Charles Cooley – 2645 N Brandon Rd, Star ID 83669

Cooley opposed this project. He is concerned about traffic safety, the views, lighting and pedestrian safety.

Online, Ann Kuck – 10399 W Rolling Hills Dr, Star ID 83669

Kuck appreciated the open space and buffer they added and getting rid of the stub road. She talked about density and asked for a landscape plan before it is approved.

Online, Robert Fehlau – 2203 N Sunny Ln, Star ID 83669

Fehlau requested that the non-buildable common lot be put into the description. He would like to see larger lots to create more of a buffer and transition, less density, and that the natural area be protected and undisturbed.

Rebuttal:

Shrief addressed the concerns from each of the public testimonies. There were discussions regarding moving the access entrance with ACHD's approval, detached sidewalks, a landscaping plan, a lighting plan, irrigation and ditches, water rights, drainage and grading, farmland statutes, and amenities. The Mayor closed the public hearing and went into deliberations. Keyes moved to table the application to February 2. Salmonsens seconded the motion. There was a short discussion among the Council regarding density.

VOTE: Tabled to February 2, 2021. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

C) Ordinance No 323 Greyloch Cabinetry Rezone

Keyes moved to dispense with the rules to be able to approve the ordinance after reading once by title only.

Nielsen seconded the motion. Roll call vote. All ayes from Council.

Hershey moved to approve Ordinance 323. Keyes seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

D) Resolution 21-01 Comprehensive Plan Land Use Map and Text Amendment

Color code issues will be cleaned up to what was previously approved. There was further discussion regarding the defined and simplified transitional matrix, verbiage in the Land Use Section 8.5.3, and graphs being updated. Keyes moved to approve Resolution 21-01. Nielsen seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

E) Approval of Bid Documents and Plans for Hunters Creek Park Improvements

City Engineer, Ryan Morgan with Keller Associates – 131 SW 5th Ave A, Meridian ID 83642

Morgan outlined the layout for Hunters Creek Park. It will go to bid on January 12, be received back January 28, with the proposal to the Council on February 2. Some add alternates were discussed, including scoreboards, an asphalt pathway, and sidewalk extension. There was further discussion regarding ADA compliance, grading different types and needs of lighting, trees and landscaping. The goal is completion by mid-March.

Keyes moved to approve with the add alternates. Nielsen seconded the motion.

VOTE: Approved. Ayes – Hershey, Keyes, Salmonsens, Nielsen. Motion carried.

8. EXECUTIVE SESSION

Nielsen moved to go into Executive Session. Keyes seconded the motion. Roll call vote. All ayes from Council. The Executive session ended at 10:10.

9. Action taken as a result of the Executive Session:

Nielsen moved that pursuant to City of Star Code Ordinance 1-6-4 and 1-6-5 and under authority of Idaho Code Section 50-260 that we unappoint the City Clerk and City Treasurer. Keyes seconded the motion. Roll call vote.

VOTE: Ayes – Hershey, Keyes, Salmonsens, Nielsen. Unappointment confirmed.

10. REPORTS: No reports.

11. ADJOURNMENT: The Mayor adjourned the meeting at 10:15 pm.

Respectfully submitted:



Meredith Hudson, Deputy City Clerk

Approved:



Trevor A Chadwick, Mayor



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: Ryan B. Field – Assistant City Planner *Shen T. Field*

MEETING DATE: January 5, 2021 – PUBLIC HEARING

FILE(S) #: **AZ-20-20 Annexation and Zoning**
DA-20-25 Development Agreement
PP-20-18 Preliminary Plat for Sellwood Place Subdivision

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Michael Sessions
2350 N Brandon Road
Star, ID 83669

Applicant

J-U-B Engineers
2760 W. Excursion Lane
Meridian, ID 83642

Representative:

Wendy Shrief,
J-U-B Engineers
2760 W. Excursion Lane
Meridian, ID 83642

REQUEST

Request: The Applicant is seeking approval of an Annexation and Zoning (R-4), a Development Agreement, and Preliminary Plat for a proposed residential subdivision consisting of 76 residential lots and 12 common lots. The property is located at 2200 & 2359 N. Brandon Road in Star, Idaho, and consists of 21.35 acres with a proposed density of 3.56 dwelling units per acre.

PROPERTY INFORMATION

Property Location: The subject property is generally located on the east side of N. Brandon Road, south of W. New Hope Road. Ada County Parcel No. S0405314915 & S0405244552.

Existing Site Characteristics: The property is currently improved with two existing homes and outbuildings. The parcel is in agricultural production.

Irrigation/Drainage District(s): - Farmer's Union Ditch Company, LTD
P.O. Box 1474, Eagle, ID 83616

Flood Zone: This property is located in an area of minimal flood hazard, Flood Zone X.

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
- ✧ Riparian Vegetation – No.
- ✧ Steep Slopes – None.
- ✧ Stream/Creek – None.
- ✧ Unique Animal Life – No unique animal life has been identified.
- ✧ Unique Plant Life – No unique plant life has been identified.
- ✧ Unstable Soils – No known issues.
- ✧ Wildlife Habitat – No wildlife habitat has been developed or will be destroyed.
- ✧ Historical Assets – No historical assets have been observed.

APPLICATION REQUIREMENTS

Pre-Application Meeting Held	October 15, 2020
Neighborhood Meeting Held	October 28, 2020
Application Submitted & Fees Paid	November 13, 2020
Application Accepted	November 24, 2020
Residents within 300' Notified	November 25, 2020
Agencies Notified	November 25, 2020
Legal Notice Published	November 29, 2020
Property Posted	December 22, 2020

HISTORY

There have been no previous requests through the City for development of this property.

SURROUNDING ZONING/COMPREHENSIVE PLAN MAP/LAND USE DESIGNATIONS
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	Zoning Designation	Comp Plan Designation	Land Use
Existing	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural/Residential

Proposed	R-4	Neighborhood Residential	Neighborhood Residential
North of site	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural/Residential Proposed Canvasback Subdivision (R-4-DA)
South of site	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural/Residential
East of site	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural/Residential
West of site	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural/Residential

CODE DEFINITIONS / COMPREHENSIVE PLAN

UNIFIED DEVELOPMENT CODE:

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

B. Standards:

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

administrative extension of maximum thirty (30) days may be granted by the zoning administrator. Additional extensions may be approved by majority vote of the city council. Failure to execute the development agreement within the required timeframe will result in the denial of all related applications.

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

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

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

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

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

<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-4: ZONING DISTRICT DIMENSIONAL STANDARDS:

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

Notes:

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

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

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

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

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

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

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

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

8-1E-1: DEFINITIONS - TERMS DEFINED

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

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.

Special Transition Overlay Area

Development adjacent to, and potentially within, this 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. Site layout is to provide for a transition in density and lot sizing.

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 rezone request from County Rural Urban Transition (RUT) to Medium Density 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 3.56 dwelling units per acre. The current Comprehensive Plan Land Use Map designates this property as Neighborhood Residential, with an allowed density of 3 to 5 dwelling units per acre. The requested density is aligned with the current land use designation. The requested zoning designation and density meets the intent of the Comprehensive Plan.

PRELIMINARY PLAT:

The Preliminary Plat submitted contains 76 single family residential lots, and 9 common area lots for a total of 85 total lots. The residential lots range in size from 6,300 square feet to 27,934 square feet with the average buildable lot area of 7,526 square feet. The applicant has indicated that the development will contain a total of 3.20 acres (15.00%) of open space with 2.14 acres (10.00%) of qualified open space. This meets the minimum requirement for usable open space in the current Unified Development Code, Section 8-4E-2. Streets are proposed to be public throughout the development. Proposed local streets measure 36 ft from back of curb to back of curb on the submitted preliminary plat with a 50-foot easement. This street width satisfies the requirements of the UDC.

The development will be accessed on the west N. Brandon Road. The development will also have a stub road located on the southeast edge of the property that will terminate at the property line with the possibility to extend in the future. It does appear that the development has an emergency access, also off N. Brandon Road on the south parcel.

The development has 1 cul-de-sac that measures approximately 150 feet long. This satisfies the requirements of Section 8-6B-2-B4.

The applicant is **NOT** requesting any setback waivers from current code.

The applicant has not indicated more than 1 phase for the development of this subdivision.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Sidewalks are proposed at five-foot (5') widths and will be attached throughout the overall subdivision.
- Street Names
Street names will be approved by the Ada Street Naming Committee prior to signature of final plat.
- Landscaping - As required by the Unified Development Code, Chapter 8, Section D Street Trees; the minimum density of one (1) tree per thirty-five (35) linear feet is required. The landscaping plan submitted does not meet this requirement. This condition may be met by the developer by installing trees in the front yards of each lot once the driveway locations have been established. Code also calls for 1 shade tree per 4000 square feet of open space. Lot 33 Block 1 and Lot 1 Block 3 and Lot 24, Block 2 do not show a sufficient number of trees and must be revised before the final plat can be signed. **Prior to the approval of the final plat, the applicant shall be required to submit an updated landscape plan showing all trees required trees.** (Please see "Tree Selection Guide for Streets and Landscapes throughout Idaho", as adopted by the Unified Development Code.)
- Amenities – Based on the size of the property, three amenities are required per the UDC Section 8-4E-2. The applicant has not disclosed the amenities that are proposed for this development. **Prior to the approval of the final plat, the applicant shall be required to submit an updated landscape plan for approval indicating which amenities will be installed. The applicant shall also be prepared to provide information to the Council at the hearing on the types of amenities that will be provided.**
- Streetlights – A streetlight design has not been submitted with the application. Streetlights shall meet the City's requirements and intent for "Dark Sky" lighting, including the downward illumination of all lighting. **A condition of approval will be included with the preliminary plat requiring the applicant to submit a streetlight plan and work with Staff on streetlight types, and provide details, including design and locations, at submittal of final plat.**
- Shared Driveway – The development appears to have 2 shared driveways on the northwest portion of the development. Each drive appears to service 2 dwellings and are approximately 120 feet in length and 28 feet in width. Shared driveways must be approved by the Fire District. To date, the Fire District has not provided review and approval for these driveways.

AGENCY RESPONSES

Keller and Associates	December 10, 2020
Star Fire	Pending
West Ada School District	December 17, 2020
DEQ	December 04, 2020
Ada County Development Services	November 27, 2020
Central District Health	December 1, 2020
ITD	Pending

PUBLIC RESPONSES

No public comments have been received as of the date of this report.

STAFF ANALYSIS & RECOMMENDATIONS

Staff is supportive of the 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, and with the proposed conditions of approval, staff finds that the proposed annexation and zoning, 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.

Additional Items for the Council to consider include the following:

- Council may want additional details on the mailbox cluster areas and street parking to accommodate these areas.
- Council may want additional details on the shared driveways in the development, along with the appropriate approval by the Fire Department.
- Applicant shall provide details to the Council regarding proposed site amenities.

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.

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 Sellwood Place Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.

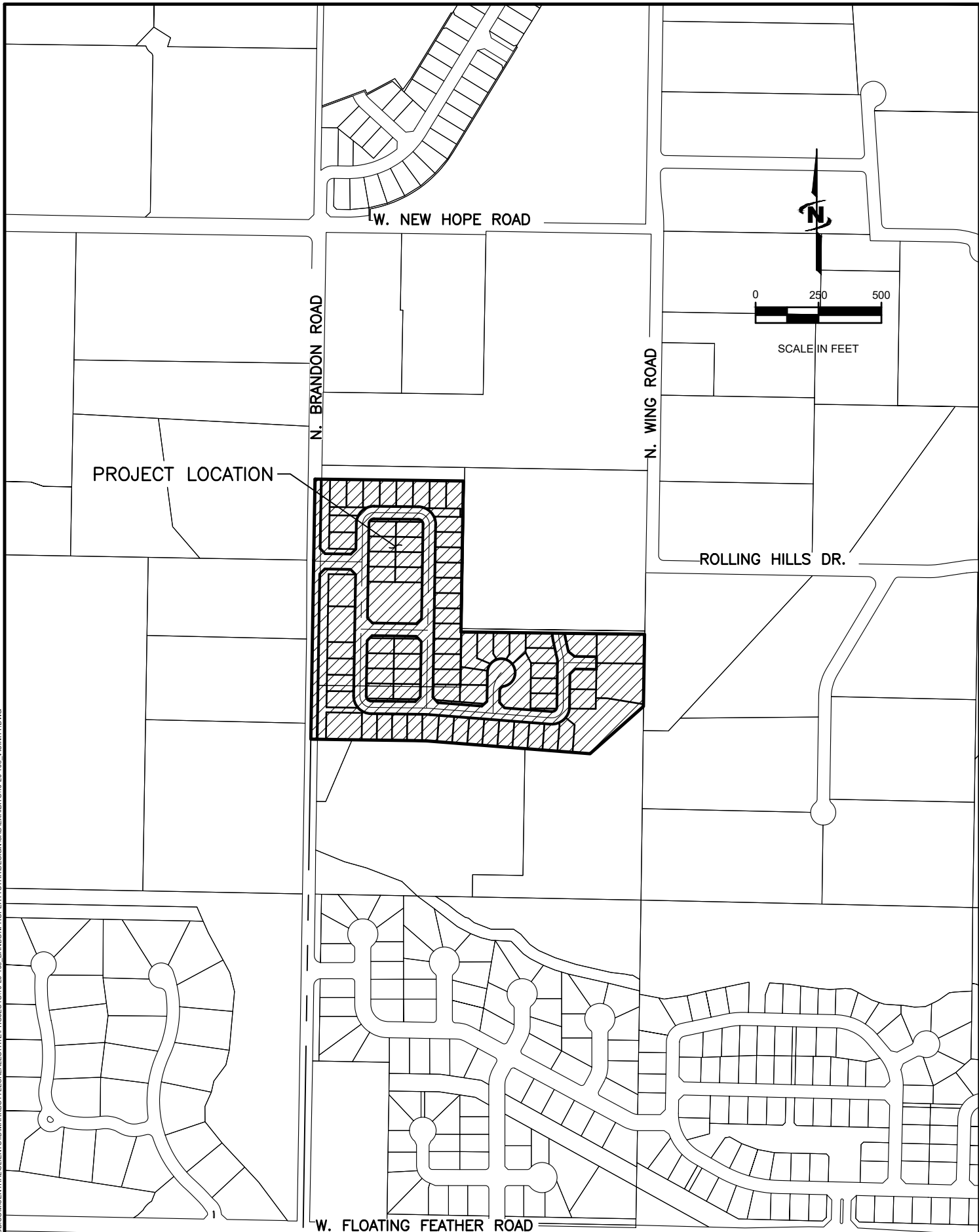
2. The applicant shall enter into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System. These fees will be collected by the City of Star, by phase, prior to final plat signature. The development agreement shall be signed and recorded as part of the ordinance for annexation and zoning and shall contain the details of the fees to be collected.
3. All public streets shall have a minimum street width of 36' and shall be constructed to ACHD standards.
4. Applicant shall meet all the setback requirements in the Unified Development Code Section 8-3A-4, including side street setbacks of 20 feet and 5' side yard setbacks per story.
5. The stub streets shall be built in accordance with ACHD and Star Fire District requirements.
6. The shared driveways shall be approved by and built-in accordance with ACHD and Star Fire District requirements.
7. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision and shall be maintained by the Homeowners Association. Streetlights shall be installed prior to any building occupancy. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant/Owner shall submit a streetlight plan/design prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
8. Street trees shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees including one (1) tree per thirty-five (35) linear feet. In addition, a minimum of three (3) amenities shall be provided in the development. **A revised landscape plan shall be submitted that shows the correct placement and number of trees throughout the development along with type and location of site amenities. This will be required prior to Final Plat approval.**
9. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.
10. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
11. 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 or CUP conditions.
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 any construction.**
19. A sign application is required for any subdivision signs.
20. Any additional Condition of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File #AZ-20-20/DA-20-25/PP-20-18 for Sellwood Place Subdivision on _____, 2021.

Plot Date: 11/11/2020 8:38 AM Plotted By: Everett Earnest
Date Created: 10/21/2020 J:\B\CO\CENTRAL\CLIENTS\ID\BANDON\PROPERTY\STAR\DESIGN\CA\EXHIBITS\10-20-106 VICINITY.DWG
PROJECT: 10-20-106 VICINITY



BRANDON PROPERTY
STAR, IDAHO
VICINITY MAP



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

November 10, 2020

City of Star
P.O. Box 130
Star, Idaho 83669

**RE: SELLWOOD PLACE SUBDIVISION- PRELIMINARY PLAT, AND ANNEXATION
AND ZONING APPLICATIONS**

To Whom It May Concern:

On behalf of our client, please accept this request for a Preliminary Plat and Annexation and Zoning for Sellwood Place Subdivision; the proposed development is located on the east side of Brandon Road in Star, Idaho. The proposed development includes a total of 76 residential lots on 21.35 acres with a density of 3.56 dwelling units per acre. The property is currently located in Ada County and R-4 zoning is requested for the property's zoning designation. The Comprehensive Plan designation for the property is Neighborhood Residential.

Preliminary Plat

The design of the project is intended to provide an upscale single-family residential subdivision for Star residents. The 21.35 acre property will be divided into 76 residential lots, 10 common lots, and 2 shared driveway lots. Two phases are proposed for the subdivision. The property is currently zoned RUT and located in Ada County. The average lot size in the subdivision is 7,526 square feet in size. The eastern side of the proposed subdivision borders an existing County subdivision with 5 acre lots; half acre lots and a large 36,000 s.f. common area are proposed for the area bordering the County subdivision. It should be noted that Sellwood Place is not bordering an existing home; the proposed subdivision is adjacent to an existing barn. 15% of the subdivision property will be dedicated to open space; 10% of the subdivision will be dedicated to usable open space.

There are adequate public services available to this area to serve the subdivision; The development will be served with public sewer and water provided by Star Sewer and Water District. Fire protection will be available through the Star Fire Department. Storm water will be retained on site and designed by a civil engineer in accordance with City of Star requirements.

Access to the development will be off of Brandon Road; the proposed subdivision will also be connected to the proposed subdivision located directly to the north of the subject property. Internal access to residential lots will be provided through public streets; standard street sections with 50' of right-of-way and 36' of pavement are proposed.

Annexation and Zoning

Our client is requesting a R-4 zoning designation for the proposed annexation of Sellwood Place Subdivision. The R-4 zoning designation is compatible with the proposed residential subdivision to the north and the City of Star's Comprehensive Plan designation.

The development has been designed in accordance with the City of Star's Code and Comprehensive Plan. Please contact me at 376-7330 if you have any questions regarding this application.

Sincerely,
J-U-B ENGINEERS, Inc.



Wendy Shrief, AICP

PRELIMINARY PLAT FOR
SELLWOOD PLACE SUBDIVISION

SITUATED IN THE EAST HALF OF THE WEST HALF OF SECTION 05,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN,

STAR, IDAHO
2021

BASIS OF BEARINGS

S0405244230
TAYLOR JUSTIN V
2700 N BRANDON RD
STAR, ID 83669

S0405244460
MARLOW MARY JANE FAMILY LIVING TRUST
485 S WINSLOW BAY WAY
STAR, ID 83669

S0405244200
HYNES PATRICK & RHONDA TRUST
4835 NE HWY 20
CORVALLIS, OR 97330

S0405244700
HYNES PATRICK & RHONDA TRUST
4835 NE HWY 20
CORVALLIS, OR 97330

R8108100275
JOHNS DUANE E &
10300 ROLLING HILLS DR
STAR, ID 83669

R8108100400
KUCK LONN
10399 W ROLLING HILLS DR
STAR, ID 83669

R8108100425
TARBET ROBERT C
2275 N SUNNY LN
STAR, ID 83669

R8108100450
FEHLAU ROBERT E
2203 N SUNNY LN
STAR, ID 83669

S0405315350
WARR VICTOR
2050 N BRANDON RD
STAR, ID 83669

R8108100475
SLATER JOHN DEVIN & KATHLEEN
DAUNIS REV LIVING TRUST
2091 N SUNNY LN
STAR, ID 83669

R7626730100
CHUL LLC
6267 JOPLIN RD
NAMPA, ID 83687

R7626730300
STEPPE SHEM D
PO BOX 787
STAR, ID 83669

S0405325500
CHESLEY TRAVIS F
2347 N BRANDON RD
STAR, ID 83669

S0405325600
REED NORMA
2263 N BRANDON RD
STAR, ID 83669

S0405325750
BOYACK RICHARD EUGENE
2055 N BRANDON RD
STAR, ID 83669

S0405315000
WARR VICTOR
2050 N BRANDON RD
STAR, ID 83669

S0405315200
WARR VICTOR
2050 N BRANDON RD
STAR, ID 83669

BOUNDARY LEGEND

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

NOTES:

- CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
- ALL STREETS PROPOSED IN THIS DEVELOPMENT ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA COUNTY HIGHWAY DISTRICT (ACHD) STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%.
- ALL LOTS ARE RESIDENTIAL BUILDING LOTS, EXCEPT LOTS 1, AND 8, BLOCK 1, LOT 1, BLOCK 2, LOTS 4, 7, AND 13, BLOCK 3, LOTS 5 AND 10, BLOCK 4, LOTS 1, 19, AND 28, BLOCK 5, LOT 9, BLOCK 6, LOT 1, BLOCK 7 WHICH ARE COMMON AREA DRAINAGE STORAGE LOTS, LOT 6, BLOCK 1 LOT 6, BLOCK 5, ARE SHARED DRIVEWAY LOTS, LOT 5, BLOCK 5 IS A PRESSURE IRRIGATION PUMP STATION LOT, AND ARE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
- PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
- THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FROM A PRESSURE IRRIGATION SYSTEM OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT.
- SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR STANDARDS IN EFFECT AT THE TIME OF DEVELOPMENT.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN AFFECT AT THE TIME OF THE RE-SUBDIVISION.
- THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
- A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ON THE DRAINAGE LOTS. LANDSCAPING OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND SHALL PROVIDE HEAVY MAINTENANCE OF THE STORM DRAINAGE FACILITIES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SELLWOOD PLACE SUBDIVISION.
- THIS PROPERTY IS LOCATED IN ZONE X OF THE FLOOD INSURANCE RATE MAP NO. 16001C0130 J, COMMUNITY PANEL NO. 0130 J WHICH BEARS AN EFFECTIVE DATE OF JUNE 19, 2020 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
- ALL LOTS SHALL HAVE PERMANENT 5' WIDE SIDE LOT EASEMENTS, 10' WIDE FRONT LOT EASEMENTS AND A 10' WIDE REAR LOT EASEMENTS FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE.
- A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ON THE DRAINAGE LOTS FOR THE BENEFIT OF ACHD. LANDSCAPING OVER SAID LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ACHD SHALL PROVIDE HEAVY MAINTENANCE OF THE STORM DRAINAGE FACILITIES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SELLWOOD PLACE SUBDIVISION.
- EASEMENTS FOR SEWER/WATER FACILITIES WILL BE REQUIRED WHERE PLACED OUTSIDE OF PUBLIC RIGHT OF WAY. LOTS 1 AND 10, BLOCK 2 SHALL HAVE EASEMENTS FOR THE STAR SEWER AND WATER DISTRICT UTILITIES.
- DIRECT LOT ACCESS TO N. BRANDON ROAD IS PROHIBITED.

IRRIGATION DISTRICT

FARMERS UNION DITCH CO. LTD
715 N. CLOVER DR.
BOISE, ID 83703
208-870-7919

LAND SURVEYOR

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

CIVIL ENGINEER

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

OWNER

MICHAEL J. SESSIONS
2350 N. BRANDON RD
STAR, ID 83669

OWNER

CRISTOBAL FLORIAN
2200 N. BRANDON RD
STAR, ID 83669

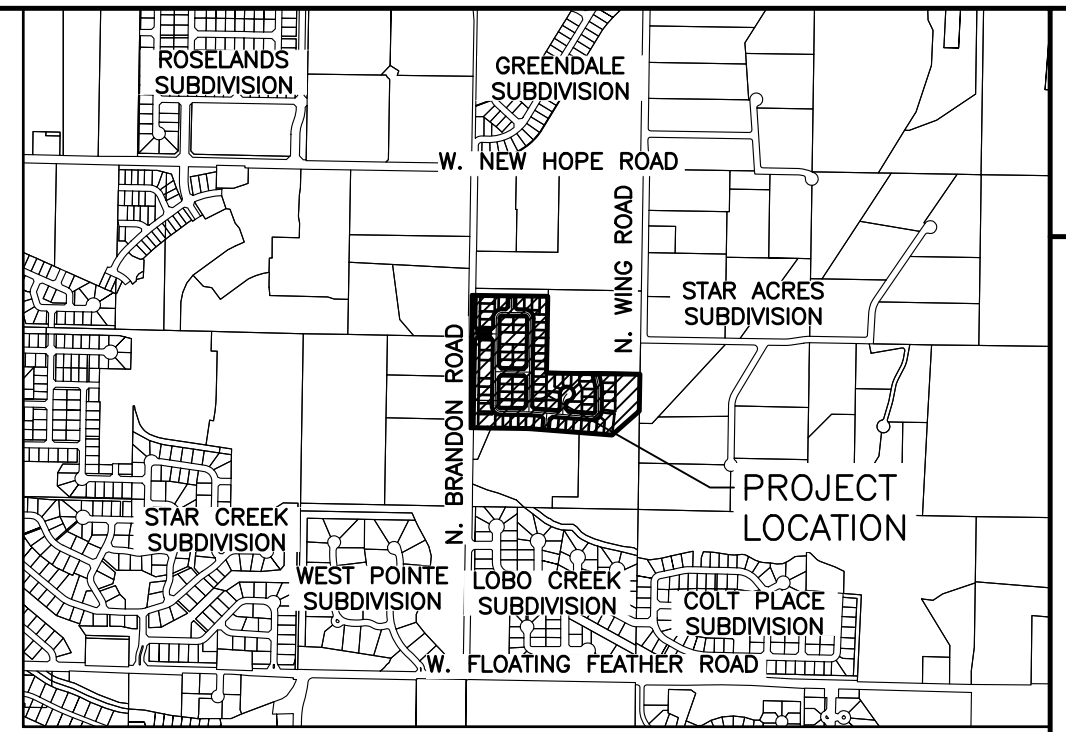
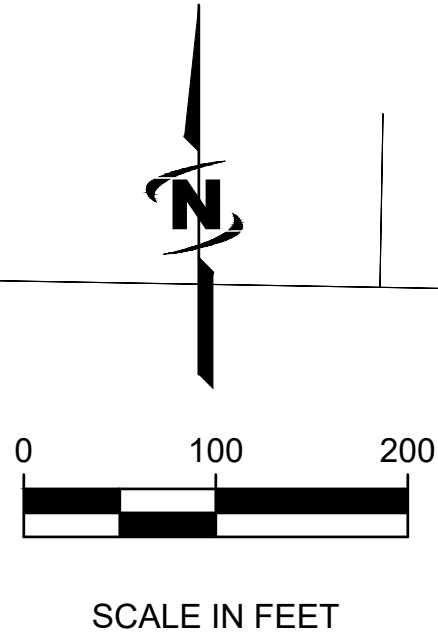
DEVELOPER CONTACT

RILEY VERNER
2803 ARTHUR STREET
BOISE, ID 83703
298-585-7721

LAND USE SUMMARY

TOTAL AREA:	21.35 AC.
TOTAL LOTS:	93 LOTS
RESIDENTIAL LOTS:	76 LOTS
COMMON AREA LOTS:	15 LOTS
COMMON DRIVEWAY LOTS:	2 LOTS
RESIDENTIAL DENSITY:	3.56 DU/AC
TOTAL OPEN SPACE:	3.30 AC. (15.5%)
BUFFER OPEN SPACE:	1.17 AC. (5.5%)
QUALIFIED OPEN SPACE	2.14 AC. (10.0%)
AVERAGE LOT SIZE:	7,134 S.F.
SMALLEST LOT:	6,228 S.F.
EXISTING ZONE:	RUT
PROPOSED ZONE:	R-4

BOUNDARY
CERTIFICATION



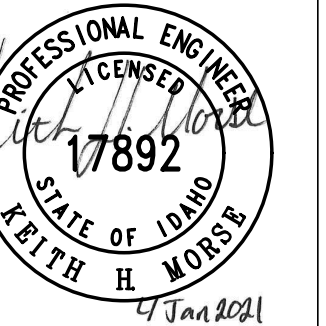
VICINITY MAP

SCALE: 1"=800'



J-U-B ENGINEERS, INC.

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



REUSE OF DRAWINGS		REVISION		BY		DATE	
JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DESIGN AND THE DESIGNER'S OBLIGATION TO PROVIDE PROFESSIONAL SERVICES SHALL NOT BE RELEASED BY THIS AGREEMENT. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.	NO.	DESCRIPTION	BY	APR	DATE		

SELLWOOD PLACE SUBDIVISION
STAR, IDAHO

BOUNDARY AND PROJECT INFORMATION

FILE: 10-20-106_PRE-PLAT
JUB PROJ. #: 10-20-106
DRAWN BY: EE
DESIGN BY: KM
CHECKED BY: KM
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/4/2021

SHEET NUMBER:

PP-01



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

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

Brad Little, Governor
Jess Byrne, Director

December 4, 2020

By e-mail: bnorgrove@staridaho.org

Barbara Norgrove
Star City Hall
P.O. Box 130
Star, Idaho 83669

Subject: Sellwood Place Subdivision, AZ-20-20 Annexation-Zoning, DA-20-25 Development Agreement, PP-20-18 Preliminary Plat and Paint Point Subdivision, RZ-20-11 Rezone, DA-20-26 Development Agreement, PP-20-16 Preliminary Plat, PR-20-06 Private Street

Dear Ms. Norgrove:

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

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

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).
- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites. Information on fugitive dust control plans can be found at: http://www.deq.idaho.gov/media/61833-dust_control_plan.pdf
- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.
- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

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

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

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

3. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: deq.idaho.gov/water-quality/drinking-water.aspx). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for

protection of ground water resources.

- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

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

4. SURFACE WATER

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. A Construction General Permit from EPA may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: <https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

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

5. HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

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

and Regulations for the Prevention of Air Pollution.

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

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

6. ADDITIONAL NOTES

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

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

Sincerely,



Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2020AEK276



December 10, 2020

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

Re: Sellwood Place Subdivision Preliminary Plat Application

Dear Mayor:

Keller Associates, Inc. has reviewed the Preliminary Plat for the Sellwood Place Subdivision dated November 12, 2020. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Shawn L. Nickel. We have the following comments and question based on our review.

1. Provide legal description.
2. Provide landscape plans. Tree species meet the City of Boise acceptable species guidelines, for location within or adjacent to right-of-way, as adopted by Star City Code.
3. Plans for a pressure irrigation system are provided (Required only if development contains more than four lots). Provide notes on connection point or pump station location.
4. Street lighting 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.
5. 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.
6. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
7. Potable water cannot be used for irrigation purposes. A separate pressure irrigation system will be required.
8. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
9. Landscape plans including fencing, buffer areas, and street trees will have to conform to the City subdivision ordinance.

We recommend that the **conditions 1 and 3 listed above be addressed prior to 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.

A handwritten signature in blue ink, appearing to read "Ryan V. Morgan", is positioned above the printed name.

Ryan V. Morgan, P.E.
City Engineer

cc: File



Richard Beck
Director

Ada County Courthouse
200 West Front Street
Boise ID 83702
208.287.7900
Fax 208.287.7909
www.adacounty.id.gov

Department Divisions
Building
Community Planning
Engineering & Surveying
Permitting

Ada County Commissioners
Diana Lachiondo, First District
Patrick Malloy, Second District
Kendra Kenyon, Third District

ADA COUNTY Development Services Department

November 27, 2020

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

RE: AZ-20-20 / 2350 N Brandon Rd / Sellwood Place Subdivision

Shawn,

The City of Star has requested feedback regarding a proposed annexation and preliminary plat for the Sellwood Place Subdivision located at 2350 N. Brandon Road, which will consist of 76 single-family homes on 21.35 acres.

Ada County supports the application due to the proximity of the site to existing urban services. *Goal 2.2f* of the Ada County Comprehensive Plan encourages residential development to occur at urban densities within Areas of City Impact where urban public facilities are available. The proposal to dedicate 15% of the site as open space is also compatible with *Residential Policy 3* of the Star Comprehensive Plan, as adopted by Ada County, which encourages neighborhood parks and open spaces to be provided within residential areas.

In order to improve future connectivity it is suggested that additional stub streets to neighboring properties be considered as encouraged by *Goal 4.3* of the Ada County Comprehensive Plan, which supports the development of local transportation systems that are well-connected both internally and to the regional transportation system, and *Goal 4.3d* which calls for new developments to provide stub streets that will connect to future developments on adjacent lands wherever possible. The additional sidewalk connections provided with the stub streets would also be supported by *Transportation Policy 9* of the Star Comprehensive Plan which encourages non-motorized pathways between residential areas to reduce vehicle trips and improve access for non-drivers.

Regarding land use, the Comprehensive Plan currently adopted by the County for the Star Area of City Impact designates the site as *Low Density Residential*, which is intended for single-family residential development at densities of two dwelling units or fewer per acre. Star has since adopted an updated Comprehensive Plan designating the site as *Neighborhood Residential*, within which the proposed density would be allowed. Ada County looks forward to working with Star in the renegotiation and adoption of the updated Comprehensive Plan.

Thank you for this opportunity to provide feedback.

Sincerely,

A handwritten signature in black ink that reads "Brent Moore". The signature is written in a cursive, flowing style.

Brent Moore, MCMP, AICP
Community & Regional Planner
Ada County Development Services



West Ada

SCHOOL DISTRICT

December 17, 2020

City of Star
P.O. Box 130
Star, ID 83669

RE: Collina Vista Subdivision No 2.
File No.: FP-20-23

Dear Planners:

Joint School District No. 2 (dba West Ada School District) has experienced significant and sustained growth in student enrollment during the last ten years. Many of our schools throughout the district are operating at or above capacity. Based on U.S. census data, we can predict that these homes, when completed, will house **42 (= # homes x 0.7 student generation rate) school aged children**. Approval of the **Collina Vista Subdivision No.2** will affect enrollments at the following schools in West Ada District:

	<u>Enrollment</u>	<u>Capacity</u>
Star Elementary	547	650
Star Middle School	709	1000
Eagle High School	2089	1800

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. In order to meet the need for additional school capacity, West Ada School District will accept the donation of land appropriate for a school site. Passage of a bond issue will be required prior to the commencement of new school construction.

New residents cannot be assured of attending the neighborhood school(s) as it may be necessary to bus students to available classrooms across the district. The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to provide safe walkways, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508 - future development will continue to have an impact on the district's capacity.

Sincerely,


Joe Yochum
Assistant Superintendent – Operations
West Ada School District



West Ada

SCHOOL DISTRICT

December 17, 2020

City of Star
P.O. Box 130
Star, ID 83669

RE: Collina Vista Subdivision No. 3
File No.: FP-20-25

Dear Planners:

Joint School District No. 2 (dba West Ada School District) has experienced significant and sustained growth in student enrollment during the last ten years. Many of our schools throughout the district are operating at or above capacity. Based on U.S. census data, we can predict that these homes, when completed, will house **42 (= # homes x 0.7 student generation rate) school aged children**. Approval of the **Collina Vista Subdivision No. 3** will affect enrollments at the following schools in West Ada District:

	<u>Enrollment</u>	<u>Capacity</u>
Star Elementary	547	650
Star Middle School	709	1000
Eagle High School	2089	1800

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. In order to meet the need for additional school capacity, West Ada School District will accept the donation of land appropriate for a school site. Passage of a bond issue will be required prior to the commencement of new school construction.

New residents cannot be assured of attending the neighborhood school(s) as it may be necessary to bus students to available classrooms across the district. The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to provide safe walkways, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508 - future development will continue to have an impact on the district's capacity.

Sincerely,

Joe Yochum
Assistant Superintendent – Operations
West Ada School District



West Ada

SCHOOL DISTRICT

December 17, 2020

City of Star
P.O. Box 130
Star, ID 83669

RE: Greendale No. 5 Subdivision
FP-20-24

Dear Planners:

Joint School District No. 2 (dba West Ada School District) has experienced significant and sustained growth in student enrollment during the last ten years. Many of our schools throughout the district are operating at or above capacity. Based on U.S. census data, we can predict that these homes, when completed, will house **18 (= # homes x 0.7 student generation rate) school aged children**. Approval of the **Greendale No. 3 Development** will affect enrollments at the following schools in West Ada District:

	<u>Enrollment</u>	<u>Capacity</u>
Star Elementary	547	650
Star Middle School	709	1000
Eagle High School	2089	1800

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. In order to meet the need for additional school capacity, West Ada School District will accept the donation of land appropriate for a school site. Passage of a bond issue will be required prior to the commencement of new school construction.

New residents cannot be assured of attending the neighborhood school(s) as it may be necessary to bus students to available classrooms across the district. The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to provide safe walkways, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508 - future development will continue to have an impact on the district's capacity.

Sincerely,

Joe Yochum
Assistant Superintendent – Operations
West Ada School District



West Ada

SCHOOL DISTRICT

December 16, 2020

City of Star
P.O. Box 130
Star, ID 83669

RE: Sellwood Place Subdivision
RZ-20-20, DA-20-25, PP-20-18

Dear Planners:

Joint School District No. 2 (dba West Ada School District) has experienced significant and sustained growth in student enrollment during the last ten years. Many of our schools throughout the district are operating at or above capacity. Based on U.S. census data, we can predict that these homes, when completed, will house **53 (= # homes x 0.7 student generation rate) school aged children**. Approval of the **Sellwood Place Subdivision** will affect enrollments at the following schools in West Ada District:

	<u>Enrollment</u>	<u>Capacity</u>
Star Elementary	547	650
Star Middle School	709	1000
Eagle High School	2089	1800

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. In order to meet the need for additional school capacity, West Ada School District will accept the donation of land appropriate for a school site. Passage of a bond issue will be required prior to the commencement of new school construction.

New residents cannot be assured of attending the neighborhood school(s) as it may be necessary to bus students to available classrooms across the district. The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to provide safe walkways, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508 - future development will continue to have an impact on the district's capacity.

Sincerely,

Joe Yochum
Assistant Superintendent – Operations
West Ada School District



West Ada

SCHOOL DISTRICT

December 16, 2020

City of Star
P.O. Box 130
Star, ID 83669

RE: Paint Point Subdivision
RZ-20-11, DA-820-26, PP-20-16, PR-20-06

Dear Planners:

Joint School District No. 2 (dba West Ada School District) has experienced significant and sustained growth in student enrollment during the last ten years. Many of our schools throughout the district are operating at or above capacity. Based on U.S. census data, we can predict that these homes, when completed, will house **6 (= # homes x 0.7 student generation rate) school aged children**. Approval of the **Paint Point Subdivision** will affect enrollments at the following schools in West Ada District:

	<u>Enrollment</u>	<u>Capacity</u>
Star Elementary	547	650
Star Middle School	709	1000
Eagle High School	2089	1800

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. In order to meet the need for additional school capacity, West Ada School District will accept the donation of land appropriate for a school site. Passage of a bond issue will be required prior to the commencement of new school construction.

New residents cannot be assured of attending the neighborhood school(s) as it may be necessary to bus students to available classrooms across the district. The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to provide safe walkways, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508 - future development will continue to have an impact on the district's capacity.

Sincerely,

Joe Yochum
Assistant Superintendent – Operations
West Ada School District



West Ada

SCHOOL DISTRICT

December 16, 2020

City of Star
P.O. Box 130
Star, ID 83669

RE: Moyle Estates Subdivision
AZ-20-18, DA-20-22, PP-20-15

Dear Planners:

Joint School District No. 2 (dba West Ada School District) has experienced significant and sustained growth in student enrollment during the last ten years. Many of our schools throughout the district are operating at or above capacity. Based on U.S. census data, we can predict that these homes, when completed, will house **52 (= # homes x 0.7 student generation rate) school aged children**. Approval of the **Moyle Estates Subdivision** will affect enrollments at the following schools in West Ada District:

	<u>Enrollment</u>	<u>Capacity</u>
Star Elementary	547	650
Star Middle School	709	1000
Eagle High School	2089	1800

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. In order to meet the need for additional school capacity, West Ada School District will accept the donation of land appropriate for a school site. Passage of a bond issue will be required prior to the commencement of new school construction.

New residents cannot be assured of attending the neighborhood school(s) as it may be necessary to bus students to available classrooms across the district. The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to provide safe walkways, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508 - future development will continue to have an impact on the district's capacity.

Sincerely,

Joe Yochum

Assistant Superintendent – Operations
West Ada School District



Ada County Transmittal
Division of Community and Environmental Health

Return to:

- ☐ ACZ
☐ Boise
☐ Eagle
☐ Garden City
☐ Meridian
☐ Kuna
☒ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat PP-20-18

Sellwood Place

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☒ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☒ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☒ central water
☐ individual sewage ☐ individual water
- ☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☒ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☒ central water
- ☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- ☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- ☐ 12. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store
- ☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.
- ☐ 14. _____

Reviewed By: [Signature]

Date: 12/1/2020

Written Statement for Star City Council meeting 1/5/2021

Re; Sellwood Place Subdivision.

Robert Fehlau
2203 N. Sunny Lane Star, Id. 83669 208-695-9187

Council, Mayor and Staff,

I was just now able to get more info on the Sellwood Place proposal and would like to quickly make a couple first hand comments. My property backs directly to the east of this proposal.

1. Lots 27 and 28 in Block 2 are to be common lots not to be ever built on and will be considered as a buffer similar to Wing Road in relation to the Greendale Subdivision, or be a minimum of one full acre in size, with an appropriate buffer space.
2. Lot 24, Block 2 as a common lot, should also not be able to be built on.
3. Lots 23,25,26 & 29 should be ½ acre minimum in size.
4. *"Lots next to or across the street should be of similar size."* as per the language of the Star Comprehensive plan. Therefore; Lot 23 in Block 2 and lots 34-38 in block 1 should be at least half the size at ¼ acre minimum.
5. If lots 27 and 28 are ½ ac. , non-buildable lots, the stub road W. Indus court should be removed.
6. I believe that because this proposal abuts a Special transition Overlay area, the lots throughout should be larger. Lot sizes similar to the recently approved Moyle Estates would be more appropriate.
7. Green spaces should be added to side yards of all lots abutting a street. This is not included on lots 27 & 28, Block 2.
8. I would suggest park strips be added throughout neighborhood to give more greenspace and transition to the larger more rural lots to the west and east.

This proposal is getting closer to the type of neighborhood that is between homes that are on one to five acres in size.

Thank you for your time and consideration, Robert Fehlau



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: Ryan B. Field – Assistant City Planner *Shen T. Nish*

MEETING DATE: February 2, 2021 – PUBLIC HEARING

FILE(S) #: **AZ-20-21 Annexation and Zoning**
DA-20-27 Development Agreement
PP-20-19 Preliminary Plat for Breitenbach Ridge Subdivision

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Wade Thomas & Austin Johnson
12250 & 12300 W. New Hope Rd
Star, ID 83669

Applicant

IAG Breitenbach LLC
800 W. Main St., Suite 1460
Boise, ID 83702

Representative:

Robert Unger
ULC Management, LLC
9662 W. Arnold Road
Boise, ID 83714

REQUEST

Request: : The Applicant is seeking approval of an Annexation and Zoning (R-2), a Development Agreement, and Preliminary Plat for a proposed residential subdivision consisting of 22 residential lots and 4 common lots. The property is located at 12250 & 12300 W. New Hope Road in Star, Idaho, and consists of 20.4 acres with a proposed density of 1.08 dwelling units per acre.

PROPERTY INFORMATION

Property Location: The subject property is generally located on the north side of New Hope Road between N. Can Ada Road and N. Munger Road. Ada County Parcel No. R7284770300 & R7284770400.

Existing Site Characteristics: The property is currently improved with two existing homes and outbuildings. The remaining portions of the parcels are in agricultural production.

Irrigation/Drainage District(s): - Farmer's Union Ditch Company, LTD
P.O. Box 1474, Eagle, ID 83616

Flood Zone: This property is located in an area of minimal flood hazard, Flood Zone X.

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, to be retained.
- ✧ Riparian Vegetation – No.
- ✧ Steep Slopes – None.
- ✧ Stream/Creek – None.
- ✧ Unique Animal Life – No unique animal life has been identified.
- ✧ Unique Plant Life – No unique plant life has been identified.
- ✧ Unstable Soils – No known issues.
- ✧ Wildlife Habitat – No wildlife habitat has been developed or will be destroyed.
- ✧ Historical Assets – No historical assets have been observed.

APPLICATION REQUIREMENTS

Pre-Application Meeting Held	November 11, 2020
Neighborhood Meeting Held	November 18, 2020
Application Submitted & Fees Paid	December 11, 2020
Application Accepted	December 22, 2020
Residents within 300' Notified	December 22, 2020
Agencies Notified	December 22, 2020
Legal Notice Published	December 24, 2020
Property Posted	January 19, 2021

HISTORY

There have been no previous requests through the City for development of this property.

SURROUNDING ZONING/COMPREHENSIVE PLAN MAP/LAND USE DESIGNATIONS
--

	Zoning Designation	Comp Plan Designation	Land Use
Existing	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural/Residential
Proposed	R-2	Neighborhood Residential	Estate Residential
North of site	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural/Residential
South of site	R-3	Neighborhood Residential	Agricultural/Residential (Proposed Craftsman North Subdivision)
East of site	R-2	Neighborhood Residential	Agricultural/Residential
West of site	County Rural Transitional (RUT)	Neighborhood Residential	Agricultural/Residential

CODE DEFINITIONS / COMPREHENSIVE PLAN
--

UNIFIED DEVELOPMENT CODE:

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

B. Standards:

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

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

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

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

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

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

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

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

8-3A-3: USES WITHIN ZONING DISTRICTS

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

(N) uses.

<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-4: ZONING DISTRICT DIMENSIONAL STANDARDS:

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front(1)	Rear	Interior Side	Street Side
R-2	35'	20'	20'	10'	20'

Notes:

1. Front yard setback shall be measured from the face of the garage to the face of the sidewalk, allowing for 20' of parking on the driveway without overhang onto the sidewalk.
2. 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. Parkways along local residential streets with detached sidewalks that meet all the following standards may count toward the common open space requirement:

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

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

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

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

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

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

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

E. Maintenance:

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

8-1E-1: DEFINITIONS - TERMS DEFINED

TRANSITIONAL LOT OR PROPERTY: The size of a new residential lot when being proposed adjacent to an established residential use. The ratio for lots adjacent to properties shall be determined on a case by case basis, when considering the size of the development potential for

the existing use. This shall not be required if separated by an existing roadway or large canal where the distance between new structures and existing structures equal or exceed 100 feet.

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.

PROJECT OVERVIEW

ANNEXATION & REZONE:

The annexation and rezone request from County Rural Urban Transition (RUT) to Low Density Residential (R-2) 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 1.08 dwelling units per acre. The Comprehensive Plan Land Use Map previously designated this property as Neighborhood Residential, with an allowed density of 3 to 5 dwelling units per acre. The requested density is aligned with this land use designation. The requested zoning designation and density meets the intent of the Comprehensive Plan.

PRELIMINARY PLAT:

The Preliminary Plat submitted contains 22 single family residential lots, and 4 common area lots for a total of 26 total lots. The buildable residential lots range in size from 17,535 square feet to 19,023 square feet with the average buildable lot area of 18,298 square feet. Two existing homes will remain at the north of the development on platted lots that will be 3.60 and 3.89 acres,

respectively. The applicant has indicated that the development will contain a total of 2.22 acres (10.88%) of open space. This meets the minimum requirement for usable open space in the current Unified Development Code. Section 8-4E-2A(4) allows up to a 50% reduction in total required open space. Streets are proposed to be public throughout the development. Proposed local streets measure 36 ft from back of curb to back of curb on the submitted preliminary plat within a 50-foot right of way which satisfies Section 8-6B-2 of the Unified Development Code

The development will be accessed on the south from W. New Hope Road. The development will also have two stub roads located on the southeast and southwest edge of the property that will terminate at the property line with the possibility to extend in the future.

The applicant is **NOT** requesting any setback waivers from current code.

The applicant has not indicated more than 1 phase for the development of this subdivision.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Sidewalks are proposed at five-foot (5') widths and will be detached throughout the overall subdivision with an eight-foot (8') landscape strip.
- Street Names
Street names will be approved by the Ada Street Naming Committee prior to signature of final plat.
- Landscaping - As required by the Unified Development Code, Chapter 8, Section D Street Trees; the minimum density of one (1) tree per thirty-five (35) linear feet is required. The development has approximately 670 feet of frontage along W. New Hope Road. This requires 19 trees and 19 are shown on the landscape plan. All of the interior streets in the development show the required number of trees, 100 trees are required and 101 are on the landscape plan. Code also calls for 1 shade tree per 4000 square feet of open space. The landscape plan has 1 tree per 8000 square feet. Lot 5 Block 4 requires 4 trees and Lot 8 Block 4 requires 7 trees. Prior to the approval of the final plat, the applicant shall be required to submit an updated landscape plan showing all required trees. (Please see "Tree Selection Guide for Streets and Landscapes throughout Idaho", as adopted by the Unified Development Code.)
- Amenities – Based on the size of the property, one amenity are required per the UDC Section 8-4E-2. The applicant is proposing a covered picnic area with a barbeque in the northeast common lot. In the northwest common lot, the applicant is proposing a couple of picnic tables and they are providing a 10-foot paved pathway along the north of the property that will be public and will connect to the common areas and the sidewalks in the development.

- Streetlights – A streetlight plan has been submitted and does meet the requirements of the UDC for placement. A design has not been submitted with the application. Streetlights shall meet the City’s requirements and intent for “Dark Sky” lighting, including the downward illumination of all lighting. **A condition of approval will be included with the preliminary plat requiring the applicant to work with Staff on streetlight types, and provide details, including design and final locations, at submittal of final plat.**
- Shared Driveway – The development proposes to have one (1) shared driveway on the northern portion of the development to access the two large acreage lots. This drive will service the existing homes and allows for access to their existing driveways. The Unified Development Code Section 8-6B-2D(5) requires the driveway to be paved. A fire hydrant is shown on the preliminary plat on the shared drive to service both existing homes. Shared driveways must be approved by the Fire District. To date, the Fire District has not provided review and approval for these driveways.

AGENCY RESPONSES

Keller and Associates	January 14, 2021
Star Fire	Pending
West Ada School District	January 25, 2021
Ada County Development Services	December 22, 2020
Central District Health	December 29, 2020
ACHD	January 12, 2021
ITD	January 22 & 26, 2021
Farmer’s Union Ditch Company	January 22, 2021

PUBLIC RESPONSES

No public comments have been received as of the date of this report.

STAFF ANALYSIS & RECOMMENDATIONS

Staff is supportive of the 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, and with the proposed conditions of approval, staff finds that the proposed annexation and zoning, 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.

Additional Items for the Council to consider include the following:

- Council may want additional details on the mailbox cluster areas and street parking to accommodate these areas.
- Council may want additional details on the shared driveway in the development, along with the appropriate approval by the Fire Department.
- Council may want additional details on the pressurized irrigation system and location of pumphouse.

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.

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 Breitenbach Ridge Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. 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.
3. All public streets shall have a minimum street width of 36' and shall be constructed to ACHD standards.
4. Applicant shall meet all the setback requirements in the Unified Development Code Section 8-3A-4, including side street setbacks of 20 feet and 10' side yard setbacks per story.
5. The shared driveway shall be paved and shall further meet all requirements of the Star Fire District.
6. The stub streets shall be built in accordance with ACHD and Star Fire District requirements.
7. Streetlights shall comply with the Star City Code and shall be of the same design throughout the entire subdivision and shall be maintained by the Homeowners Association. Streetlights shall be installed prior to any building occupancy. **Applicant/Owner shall submit a streetlight plan/design prior to Final Plat approval. Streetlights shall comply with the Star City Code regarding light trespass and "Dark Sky" initiative.**
8. Street trees shall be installed per Chapter 8, including Section 8-8C-2-M(2) Street Trees including one (1) tree per thirty-five (35) linear feet. In addition, a minimum of three (3) amenities shall be provided in the development. **A revised landscape plan shall be submitted that shows the correct placement and number of trees in the common areas, prior to Final Plat approval.**
9. The property with the approved Preliminary Plat shall be satisfactorily weed abated, preventing a public nuisance, per Star City Code.

10. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
11. 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 or CUP conditions.
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 any construction.**
19. A sign application is required for any subdivision signs.
20. Any additional Condition of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File #AZ-20-21/DA-20-27/PP-20-19 for Breitenbach Ridge Subdivision on _____, 2021.

VICINITY MAP





PRELIMINARY PLAT

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

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

Applicant Information:

PRIMARY CONTACT IS: Applicant ___ Owner ___ Representative ☒

Applicant Name: Investment Analytics Group, LLC
Applicant Address: 800 W Main St., Suite 1460, Boise, Idaho Zip: 83702
Phone: 208-639-3262 Fax: N/A Email: wade@iagrouppllc.com

Owner Name: Wade Thomas & Austin Johnson
Owner Address: 12250 & 12300 W New Hope Road, Star, Idaho Zip: 83669
Phone: 208-639-3262 Fax: Email: wade@iagrouppllc.com

Representative (e.g., architect, engineer, developer):
Contact: Robert Unger Firm Name: ULC Management, LLC
Address: 9662 W Arnold Road, Boise, Idaho Zip: 83714
Phone: 208-861-5220 Fax: None Email: bungler@ulcmanagement.com

Property Information:

Subdivision Name: Brietenbach Ridge
Site Location: 12250 & 12300 W New Hope Road, Star, Idaho
Approved Zoning Designation of Site: Proposed R-2
Parcel Number(s): R7284770300 & R7284770400

Zoning Designations:

	Zoning Designation	Comp Plan Designation	Land Use
Existing	RUT	R-2	Residential
Proposed	R-2	R-2	Residential
North of site	RUT	R-2	Residential
South of site	R-3	R-3	Residential
East of site	RUT	R-2	Residential
West of site	RUT	R-2	Residential

SITE DATA:

Total Acreage of Site - 20.4 Acres
Breakdown of Acreage of Land in Contiguous Ownership - 0
Total Acreage of Site in Special Flood Hazard Area - 0
Dwelling Units per Gross Acre - 1.08 units / Acre
Minimum Lot Size - 17,537 square feet
Minimum Lot Width - 125'

Total Number of Lots - 26
Residential - 22
Commercial - 0
Industrial - 0
Common - 4

Total Number of Units - 22
Single-family - 22
Duplex - 0
Multi-family - 0

Percent of Site and Total Acreage of Common Area - 10 % / 2.22 acres
Percent of Common Space to be used for drainage - 0
Describe Common Space Areas (amenities, landscaping, structures, etc.) -
Street scape landscaping, pathway, ramada, picnic tables, grills.

Proposed Dedicated Lots & Acreage (school, parks, etc): 0

Public Streets - Yes Private Streets -
Describe Pedestrian Walkways (location, width, material) -
10' asphalt pathway running from east to west located within common lots.
Describe Bike Paths (location, width, material) - Same as above.

FLOOD ZONE DATA:

Total Acreage of Site in Special Flood Hazard Area - N/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.
- FEMA FIRM panel(s): #160xxxxxxC, 160xxxxxxE, etc.:
FIRM effective date(s): mm/dd/year
Flood Zone(s): Zone X, Zone A, Zone AE, Zone AH, etc.:
Base Flood Elevation(s): AE .0 ft., etc.:
c. Flood Zones are subject to change by FEMA and all land within a floodplain is regulated by Chapter 10 of the Star City Code.



TO: City of Star
P.O. Box 130
Star, Idaho 83669

DATE: December 10, 2020

RE: Annexation / Subdivision Applications – Breitenbach Ridge

On behalf of Investment Analytics Group, LLC, we are submitting this Annexation, Development Agreement, and Subdivision Applications for Breitenbach Ridge Subdivision. The site is 20.4 acres in size and located at 12250 & 12300 W New Hope Road, Star, Idaho

We are requesting annexation into the City of Star with a Development Agreement, Zoning of R-2 and approval for a 26 lot residential subdivision. The project consists of 22 residential building lots and 4 common lots. Public roads and services are proposed. The proposed zoning of R-2 is consistent with the City's Comprehensive Plan. The gross density for the project is 1.08 dwelling units per acre. Zoning surrounding the site are; RUT to the west, R-3 to the south, RUT to the east, and RUT to the north.

Access to the site is via W. New Hope Road. All utilities are available to the site or will be extended to the site by the developer. The proposed streets are public streets to be constructed to Ada County Highway District standards.

The property has surface water irrigation rights from the Farmers Union Irrigation District and a pressurized system will be installed. The existing ditch located mid development running east to west will piped.

Drainage for the project will be retained on site with the use of drainage trenches and/or seepage beds as required by ACHD. Design and locations will be submitted to ACHD for final approval prior to construction.

The proposed common lots and streets will be landscaped as shown on the submitted Landscape Plan. Amenities include, a 10' asphalt pathway, a Ramada, picnic tables, and grills. The existing mature trees will be retained.

We look forward to working with you and your staff on this project and request your approval. If you have any questions or concerns please contact me at (208) 861-5220.

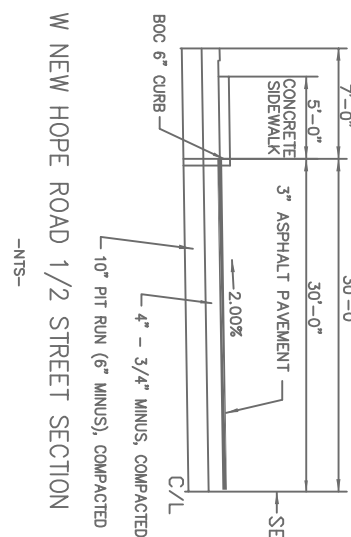
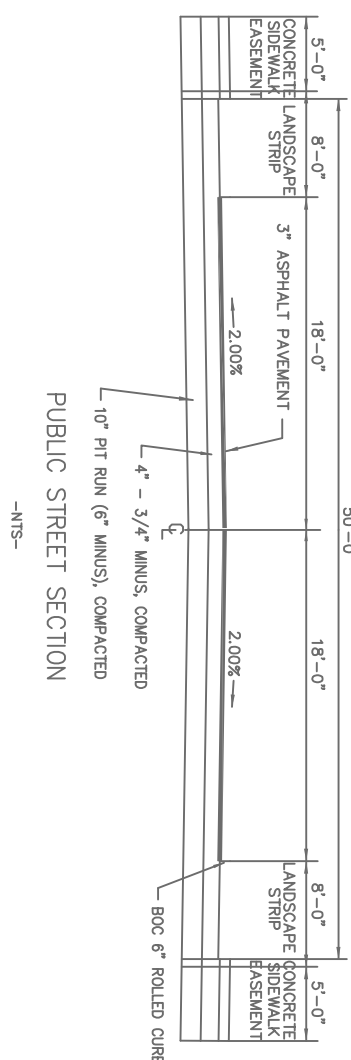
Sincerely,

A handwritten signature in blue ink, appearing to read "Robert C. Unger".

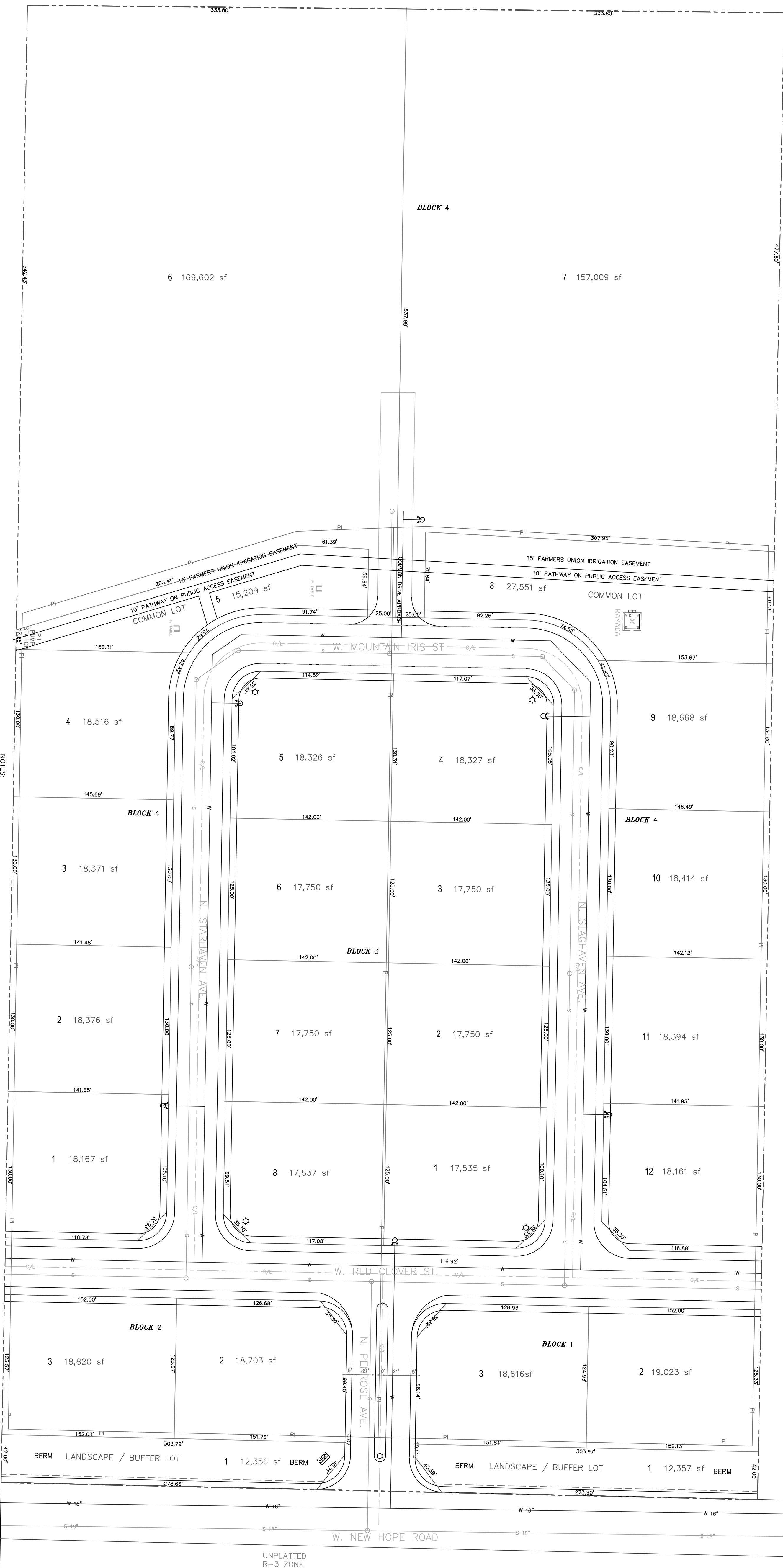
Robert C. Unger
Manager

LEGEND

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



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



NOTES:

- | | |
|---|---------------------------------------|
| INVESTMENT ANALYTICS GROUP, LLC
BOSE, 10400 RITZ RD.
(208) 639-3262 | PRELIMINARY PLAT DEVELOPMENT FEATURES |
| TOTAL ACRES | 20.4 ACRES |
| TOTAL LOTS | 26 |
| SINGLE-FAMILY LOTS | 22 |
| COMMON LOTS | 4 |
| TOTAL SINGLE FAMILY DENSITY | 1.08 UNITS/AC. |
| TOTAL OPEN SPACE | 2.22 ACRES |
| EXISTING ZONING | RUT |
| PROPOSED ZONING | R-2 |

- | | |
|--|------|
| <u>PRELIMINARY PLAT DEVELOPMENT FEATURES</u> | |
| TOTAL ACRES..... | 20.4 |
| TOTAL LOTS..... | 26 |

LOT 5, QUARTER CIRCLE
NL ACRES SUB.
RUT ZONE

- 1) ALL LOT WATER MAINS TO PUBLIC RIGHT-OF-WAY HAVE A 10" UTILITY EASEMENT. ALL SIDE YARD LOT LINES HAVE A 5' PROPERTY DRAINAGE & IRRIGATION EASEMENT.
- 2) BLOCKS ARE SINGLE & 4-6 BLOCK. EACH BLOCK WHICH HAS OPEN SPACE LOTS AND SHALL BE OWNED AND MAINTAINED BY THE ?????????????? PROPERTY OWNERS ASSOCIATION.
- 3) ALL SANITARY SEWER MAINS SHALL BE 8" Ø UNLESS OTHERWISE SHOWN.
- 4) ALL WATER MAINS SHALL BE 8" Ø UNLESS OTHERWISE SHOWN.
- 5) DRAINAGE SHALL BE REMOVED VIA SUBSURFACE FACILITIES AS APPROVED BY ACHD, AND/OR DISCHARGING RUNOFF INTO EXISTING DRAINS AT HISTORIC RATES.
- 6) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- 7) SANITARY SEWER AND WATER SERVICE PROVIDED BY THE CITY OF STAR.
- 8) THIS DEVELOPMENT RECOGNIZES IDAHO CODE 22-4503, RIGHT TO FARM ACT, WHICH STATES NO AGRICULTURAL OPERATION OR AN APPLICABLE TO IT UNDER ANY CIRCUMSTANCES. THE DEVELOPMENT SHALL BE CONSIDERED UNDER CONDITIONS IN OR ABOUT THE SURROUNDING FOR AGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR NOT MORE THAN ONE (1) YEAR, WHEN THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO ANY AGRICULTURAL OPERATION OR APPLICABLE TO IT.
- 9) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- 10) FIRE PROTECTION WILL BE PROVIDED IN ACCORDANCE WITH THE STAR FIRE DEPARTMENT.
- 11) PRESSURIZED IRRIGATION SHALL BE PROVIDED TO ALL LOTS BY A PRESSURE SYSTEM WITH WATER SUPPLIED BY THE FARMERS UNION IRRIGATION DISTRICT.

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

1	DESIGNED BY: RU	DATE: 9/08/20
2	DRAWN BY:	DATE:
3	CHECKED BY:	DATE: 1/11/21
4	APPROVED:	DATE:
5	COO# FILE:	DATE: 10/28/20
6	REV. COO# FILE:	DATE:
7	BY	DATE:
8	ACID REVISIONS - INTERNAL STREET ROW & ENTRY	
9	REVISED PLAN BASED ON ACID COMMENTS - ROW	
10		

UIG MANAGEMENT

9662 W. ARNOLD ROAD, BOISE, IDAHO 83714
bunger@ulcmanagement.com 208-861-5220

BREITENBACH RIDGE

INVESTMENTS ANALYTICS GROUP, LLC	JOB NO. 20-010
PRELIMINARY PLAT	SHEET NO. 1

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

$$1'' = 60'$$
UNPLATTED / KIRTLEY SUB.
RUT ZONE

~~(BASIS OF BEARING)~~

PRELIMINARY PLAT DEVELOPMENT

TOTAL ACRES.....

TOTAL LOTS.....

SINGLE-FAMILY LOTS.....

COMMON LOTS.....

TOTAL SINGLE FAMILY DENSITY.....

TOTAL OPEN SPACE.....

EXISTING ZONING.....

PROPOSED ZONING.....

- 1) ALL LOT LINES COMING TO A PLAIN RIGHT-OF-WAY HAVE A 10' UNITS
- 2) ALL SIDE YARD LOT LINES HAVE A 5' PLAIN RIGHT-OF-WAY DRAINAGE & IRRIGATION EASEMENT.
- 3) ALL LOTS ARE SINGLE FAMILY RESIDENTIAL EXCEPT, LOT 1, BLOCK 1, LOT 2, BLOCK 2, AND LOTS 5 & 8, BLOCK 4, WHICH ARE COMMON/OPEN SPACE OWNED BY THE CITY OF ST. LOUIS AND MAINTAINED BY THE CITY OF ST. LOUIS HOMEOWNERS ASSOCIATION.
- 4) ALL SANITARY SEWER MAINS SHALL BE 8" UNLESS OTHERWISE SHOWN.
- 5) ALL WATER MAINS SHALL BE 8" UNLESS OTHERWISE SHOWN.
- 6) DRAINAGE SHALL BE REMOVED VIA SUBSURFACE FACILITIES AS APPROVE
- 7) ACID, AND/OR DISCHARGING RUNOFF INTO EXISTING DRAINS AT HISTORIC
- 8) THE SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SE
- 9) 15-00-000 CONCERNING PROTECTION OF WATERS.
- 10) SANITARY SEWER AND WATER SERVICE PROVIDED BY THE CITY OF ST. LO

- 8) THIS DEPARTMENT RECOGNIZES IRRIGATOR CODE 20-4503, RIGHT TO FARM ACT [WHICH STATES] NO AGRICULTURAL OPERATION OR AN APPEARANCE TO IT SHALL BE OF BECOME A NUISANCE, PRIVATE OR PUBLIC BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON AGRICULTURAL ACTIVITIES OR THE OPERATION BEGINS, WHEN THE OPERATION BEGINS, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE WAREHOUSING OR RECEPTION OPERATION OF ANY AGRICULTURAL OPERATION OR APPEARANCE TO IT.
- 9) ANY RESIGNATION OF THIS ACT SHALL COMPLY WITH THE AFFORDABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESIGNATION WITHIN THE SAME FIVE YEAR PROTECTION WILL BE PROVIDED IN ACCORDANCE WITH THE STAR FIVE DEPARTMENT.
- 11) PRESSURIZED IRRIGATION SHALL BE PROVIDED TO ALL LOTS BY A PRESSURE SYSTEM WITH WATER SUPPLIED BY THE FARMERS OWN IRRIGATION DISTRICT.

EAST NEW HOPE ROAD

U L G MANAGEMENT

BREITENBACH RIDGE

INVESTMENT ANALYTICS GROUP, LLC	JOB NO. 20-010
PRELIMINARY PLAT	SHEET NO. 1

LEGEND

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

LOT 2

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

—

1000

5

PUBLIC 3

INTEL SEC INC

2

—

NEW IDEAS FOR

and 1/2 size

SECTION

3

C:\Shared drives\Stack Rock Group\Work\2020\01-Projects\20-1840 New Hope Road\05-CAD\3.01-City Submittals\20-1840 L100 AR Landscape Plan.dwg

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LANDSCAPE NOTES:

1. REGULATIONS & STANDARDS

1.1. All contractor work shall be conducted in accordance with ISPWC (Idaho Standard Public Works Construction), 2020 (or most recent published); and City of STAR, ID codes, standards and state and local regulations.

2. EXISTING CONDITIONS

2.1. All utilities shall be located prior to construction and protected. Any damage to structures, utilities or concrete will be replaced at contractor's expense.

2.2. The site has many existing improvements such as underground utilities, curb and gutter, light poles and sidewalks.

2.3. See Engineer's plans for information about existing features.

2.3.1. Refer to civil plans for all existing and/or proposed drainage pipes & locations, utilities. Protect all drainage at all times, protect all utilities at all times.

3. GRADING & SITE PREPARATION

3.1. Prepare finish grades for planting by grubbing and removing weeds. If necessary apply Round-Up (or equivalent herbicide), using a certified applicator. Remove rocks and other materials over 2".

3.2. All gravel overlap to be removed and disposed of off site.

3.3. Finish grade to be smooth transition to allow for entire site to be a natural flowing space.

3.4. Fine grade lawn areas to elevations set by Engineer's plans with positive drainage away from structures.

3.5. Refer to Engineer's plans for grading information & for all drainage pipes and locations. Protect and retain drainage at all times.

3.6. No pooling or standing water will be accepted per industry standards.

4. SOILS

4.2. Lawn areas shall receive 12" min depth of screened topsoil.

4.3. All planter beds shall receive 18" min depth of screened topsoil.

4.4. Reuse of existing topsoil that has been stockpiled on site is permitted if:

4.4.1. Topsoil is tested and analyzed to ensure a proper growing medium. Provide additional amendments as determined by soil tests.

4.4.2. Topsoil is to be loose, friable sandy loam that is clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign materials.

4.4.3. Topsoil shall have a ph of 6.5 to 8.0.

4.4.4. If on site topsoil does not meet these minimum standards contractor is responsible for providing approved imported topsoil or improving onsite topsoil per the approval of the project manager.

4.5. If imported topsoil is used it must be from a local source and be screened free of any debris or foreign matter. Topsoil must not contain rocks, sticks, lumps, or toxic matter and has a pH of
- 6.5-8.0.

4.6. Smooth, compact, and fine grade topsoil in lawn areas to smooth and uniform grade .5" below adjacent surfaces.

4.7. Amend all new plantings with 2 parts topsoil, 1 part compost.

5. LAWN AREAS

5.1. Sodded lawn to be tall turf-type fescue, or approved other.

5.2. Sodded lawn to be regionally/locally harvested, lay sod within 24 hours of harvesting.

5.3. Lay sod to form a solid mass with offset, tightly fitted joints on even grades.

5.5. Any existing lawn that is damaged shall be replaced with sodded lawn of the same type of existing lawn.

5.6. All lawn areas adjacent to planter beds, gravel areas, or aggregate pathways shall have 4" black steel edging installed per manufacturer recommendations. Other applications to be approved by owner and landscape architect.

5.7. Lawn adjacent to buildings, structures shall be a minimum of 18" away from foundations. Lawn adjacent to fences or other screening elements shall be a minimum of 9" away.

5.7.1. Install $\frac{3}{8}$ " chips or other approved gravel mulch type in mow strip at a depth of 3" over commercial grade weed barrier fabric installed per manufacturer recommendations.

5.8. Provide tree rings with a minimum 3' diameter around all trees located in lawn, mulch type & installation/application to match all other planter beds.

7. PLANTER BED MULCH

7.1. All planter beds to receive 3" depth of black & tan mini rock mulch or approved equal, submit for approval prior to placement. Install over commercial grade weed barrier fabric per manufacturer recommendations.

8. PLANTS

8.8. All plant material shall be installed per industry standards.

8.5. All plant material shall meet or exceed the minimum federal standards as regulated by ANSI z60.1, American Standard for Nursery Stock. Plants not meeting these standards for quality, or plants determined to be unhealthy by Owner's representative, will be rejected.

8.6. All Ball and Burlap trees to be installed per Balled and Burlapped planting detail. All shrubs to be installed per detail.

8.7. Trees and shrubs over 30" shall not be planted within clear vision triangles.

8.8. Fertilize all trees and shrubs with 'Agriform' planting tablets or approved equal. Apply per manufacturers' recommendations.

9. IRRIGATION

9.1. Irrigation system shall be built to the following specifications:






9.1.1. Adhere to city codes when connecting to city water.



9.1.2. All irrigation material to be new with manufacturers' warranty fully intact.

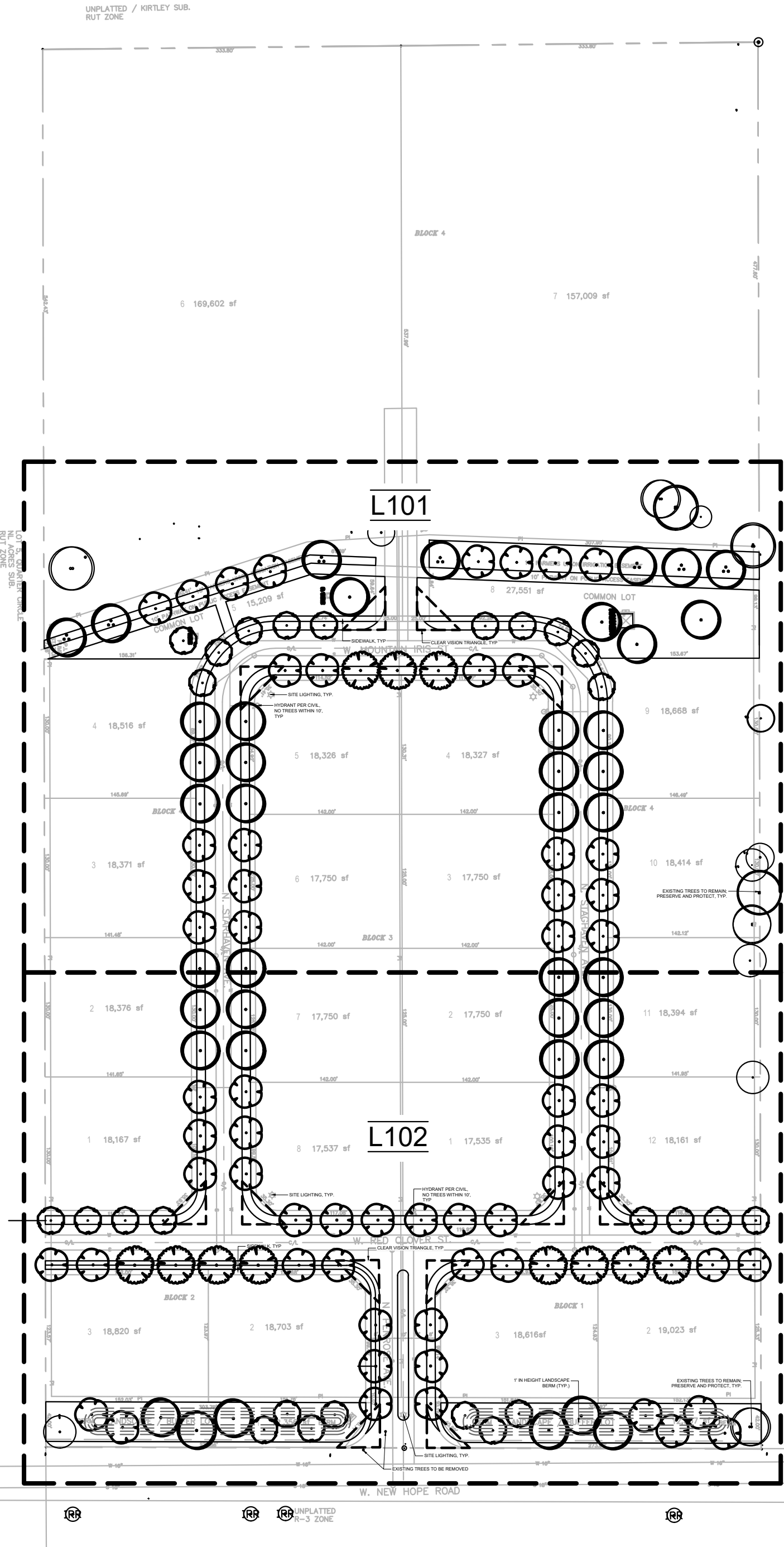
9.1.3. Install outdoor rated controller in specified location on plan, in a

- lock box with 2 keys. Coordinate with project manager and general contractor on exact location.
- 9.1.3.1. Controller to have On/Off rain switch or rain shut off device that does not alter program.
- 9.1.4. All remote control valves (including master control valve) to have flow control device.
- 9.1.5. Irrigation system piping to be minimum class 200 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.
- 9.1.5.1. All pipe above 3" caliber to be gasketed, with approved joint restraints at all 45, TEE, ELL, 22, 11.
- 9.1.6. Use common trenching where possible..
- 9.1.7. All PVC located under hardscapes to be schedule 40 PVC with same req's as above.
- 9.1.8. All wires to be Paige wire 7350 or 7351 direct bury wire at a minimum of 12" below finished grade.
- 9.1.9. Connect mainline to point of connection in approximate location shown on plan.
- 9.1.10. Contractor is responsible complying with all codes and paying all permits necessary.
- 9.1.11. Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
- 9.1.12. All drip irrigation to be buried 2" below finished grade.
- 9.1.13. Water schedule to be provided at a min of 80% evapotranspiration as determined by the local ET.
- 9.1.14. Install all irrigation per irrigation drawings. utilize material specified or approved equal.
- 9.2. Contractor shall confirm the static water pressure at least five days before construction begins and to contact the landscape architect in writing if the pressure is below 80 psi.
- 9.3. If any discrepancies are found, then local codes shall prevail.
10. CONTRACTOR RESPONSIBILITIES
- 10.1. Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.
- 10.2. All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Acceptance by Owner. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.
- 10.3. Landscape contractor to turn in as built drawings at the end of project. Substantial completion will not be granted until 2 copies @ 1"=20' scale are turned in and approved by owner's representative.
11. In the event of a discrepancy, notify the Landscape Architect immediately.

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY	REMARKS
	Acer truncatum "Pacific Sunset" TM / Pacific Sunset Maple	B&B	2"	27	30' H x 25' W, CLASS II
	Betula nigra "Cully" TM / Heritage Birch	B&B	2"	7	MULTI-TRUNK 40'-60' tall & wide
	Fraxinus americana "Autumn Purple" / Autumn Purple Ash	B & B	2"	11	45'-60' H x 35'-50' W, CLASS II
	Gleditsia triacanthos inermis "Shademaster" TM / Shademaster Locust	B&B	2"	40	45' H x 40' W, CLASS II
	Tilia cordata "Greenspire" / Greenspire Linden	B&B	2"	68	40' H x 35' W, CLASS II

	LAWN, SODDED, TALL TURF TYPE FESCUE OR APPROVED OTHER
	LAWN, SEEDED, TALL TURF TYPE FESCUE OR APPROVED OTHER



LANDSCAPE REQUIREMENTS

CODE REQUIREMENTS PER CITY OF STAR CODE

SITE BREAKDOWN:

- *REZONE FOR RUT TO R-2
- 22.4 ACRES
- 26 LOTS
- 22 RESIDENTIAL LOTS
- 4 COMMON AREA LOTS
- 1.08 DWELLING UNITS PER ACRE
- 10% TOTAL COMMON AREA (2.22 ACRES)

LANDSCAPE BUFFERS ALONG STREETS:

- *1 TREE PER 35 LINEAR FEET
- *SHRUBS SHALL BE CLUSTERED

STREET NAME	LENGTH (LF)	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
W. NEW HOPE RD	668	19	19

LANDSCAPE BUFFER ALONG ADJOINING USES:

- *MIX OF EVERGREEN TREES, DECIDUOUS TREES, SHRUBS, LAWN AND VEGETATIVE GROUNDCOVER
- *TREE SPACING SHALL ALLOW FOR TREE CANOPIES TO TOUCH AT MATURITY
- *WHEN PLANT MATERIAL CANNOT ADEQUATELY PROVIDE A BUFFER, A FENCE OR WALL AT 6' TALL CAN BE SUBSTITUTED FOR 1 TREE AT 35' O.C.

COMMON AREAS:

- * 1 DECIDUOUS SHADE TREE PER 8,000 SQUARE FEET AND LAWN

COMMON AREA	AREA(SF)	TREES REQUIRED	TREES PROVIDED
COMMON AREA 1	15,209	2	2
COMMON AREA 2	27,551	3	3

PATHWAY TREE REQUIREMENTS:

ONE DECIDUOUS TREE PER 35 LF, SHRUBS, LAWN, AND VEGETATIVE GROUNDCOVER

MINIMUM PLANT SIZES:

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

ADDITIONAL INFORMATION:

- *CLASS I TREES ONLY ALLOWED WITHIN 10'-15' LATERAL FEET UNDER OVERHEAD UTILITY LINES
- *ALL TREES TO BE SELECTED FROM APPROVED TREASURE VALLEY TREE SELECTION GUIDE
- *NO TREES WITHIN 10' OF ANY ACHD STORM STRUCTURE
- *NO TREES OR SHRUBS OVER 30" TO BE LOCATED WITHIN CLEAR VISION TRIANGLE
- *TREES SHALL BE LOCATED OUTSIDE OF ANY UNDERGROUND UTILITY EASEMENT

SHADE STRUCTURE WITH BBQ INSPIRATION:



STACK ROCK GROUP

LANDSCAPE ARCHITECTURE & MASTER PLANNING

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

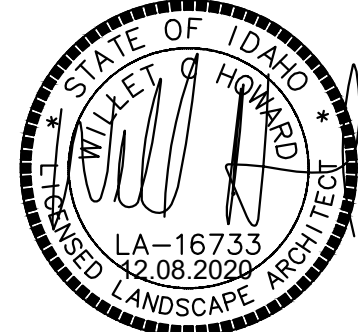
WILLET C HOWARD, PLA
OFFICE: (208) 345.0500 EMAIL:
WLL@STACKROCKGROUP.COM
WWW.STACKROCKGROUP.COM

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NOT FOR CONSTRUCTION

BREITENBACH RIDGE SUBDIVISION

STAR, ID

REVISIONS

MRK	DATE	Description
△	**	**

JOB NO:	20-1840
DATE:	12.08.2020
DRAWN BY:	KG
CHECKED BY:	WH

DRAWING TITLE

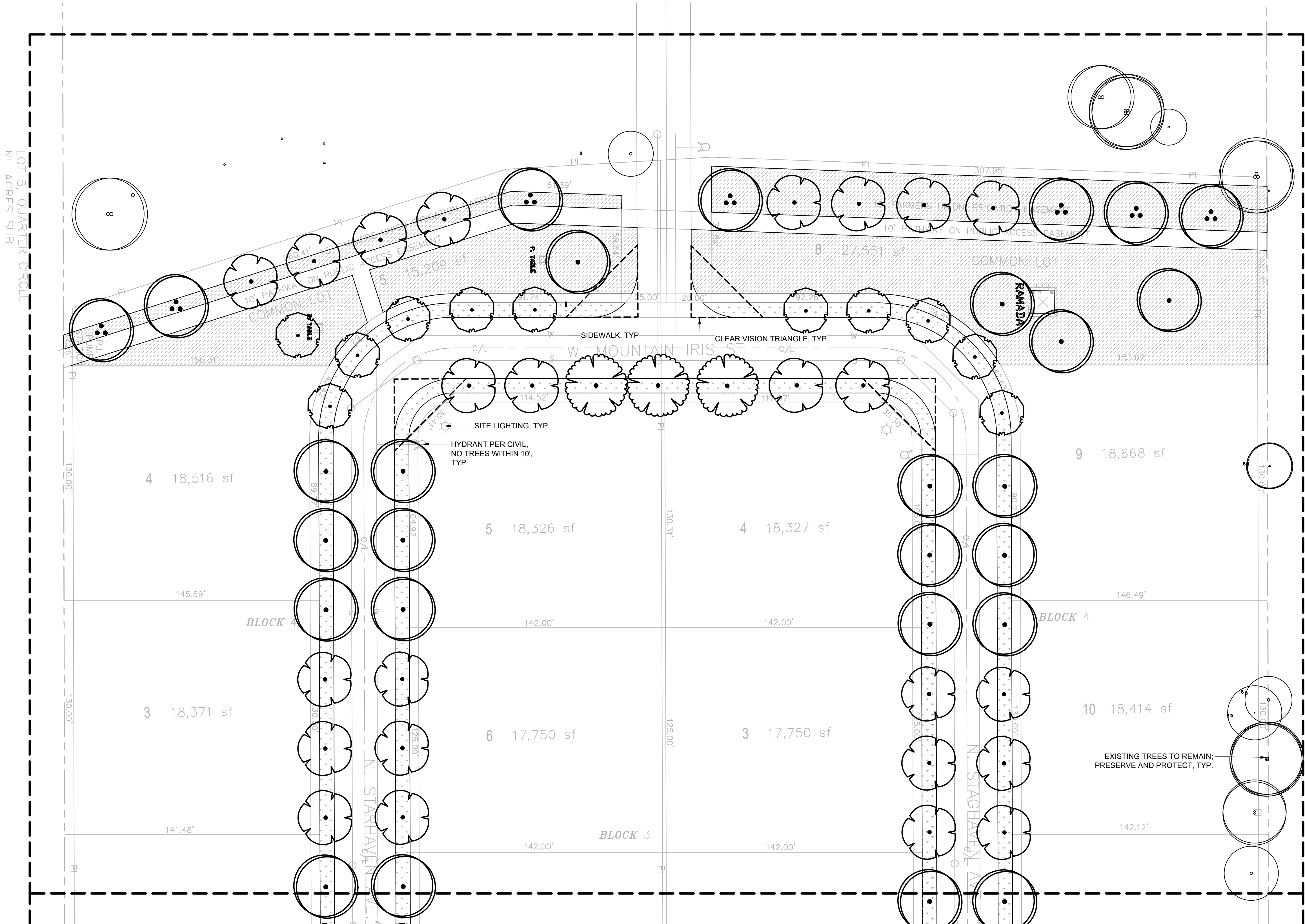
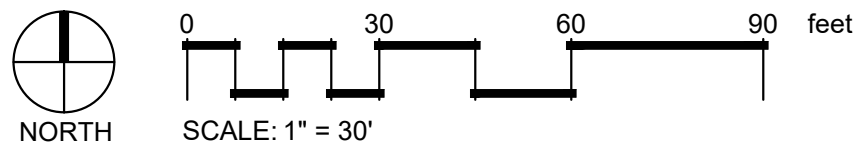
LANDSCAPE PLAN OVERVIEW

SHEET NUMBER

L100

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PLANT SCHEDULE					
TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY	REMARKS
	Acer truncatum 'Pacific Sunset' TM / Pacific Sunset Maple	B&B	2"	27	30' H x 25' W, CLASS II
	Betula nigra 'Cully' TM / Heritage Birch	B&B	2"	7	MULTI-TRUNK 40'-60' tall & wide
	Fraxinus americana 'Autumn Purple' / Autumn Purple Ash	B & B	2"	11	45'-60' H x 35'-50' W, CLASS II
	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B&B	2"	40	45' H X 40' W, CLASS II
	Tilia cordata 'Greenspire' / Greenspire Linden	B&B	2"	68	40' H x 35' W, CLASS II
	LAWN, SODDED, TALL TURF TYPE FESCUE OR APPROVED OTHER				
	LAWN, SEEDED, TALL TURF TYPE FESCUE OR APPROVED OTHER				



STACK ROCK GROUP

LANDSCAPE ARCHITECTURE & MASTER PLANNING

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

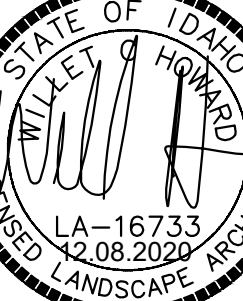
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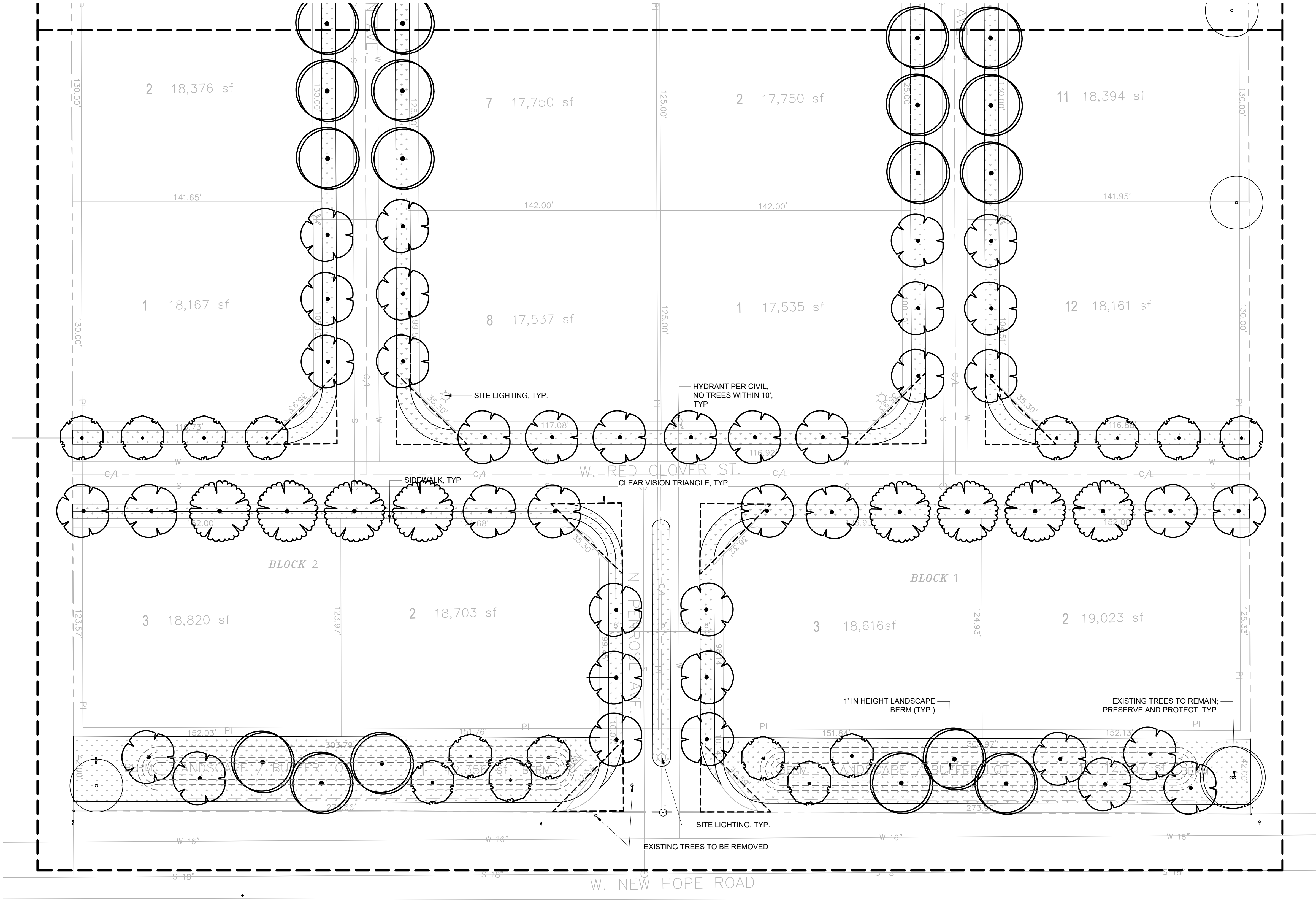
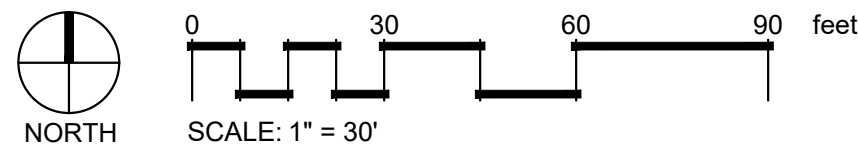
LANDSCAPE PLAN

SHEET NUMBER

L101

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	Betula nigra 'Cully' TM / Heritage Birch	B&B	2"	7	MULTI-TRUNK 40'-60' tall & wide
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	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B&B	2"	40	45'H X 40' W, CLASS II
	Tilia cordata 'Greenspire' / Greenspire Linden	B&B	2"	68	40'H x 35' W, CLASS II
					LAWN, SODDED, TALL TURF TYPE FESCUE OR APPROVED OTHER
					LAWN, SEEDED, TALL TURF TYPE FESCUE OR APPROVED OTHER



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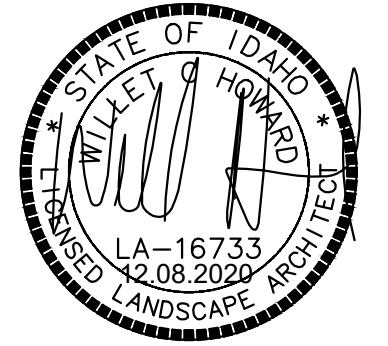
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**LANDSCAPE
PLAN**

SHEET NUMBER

L102

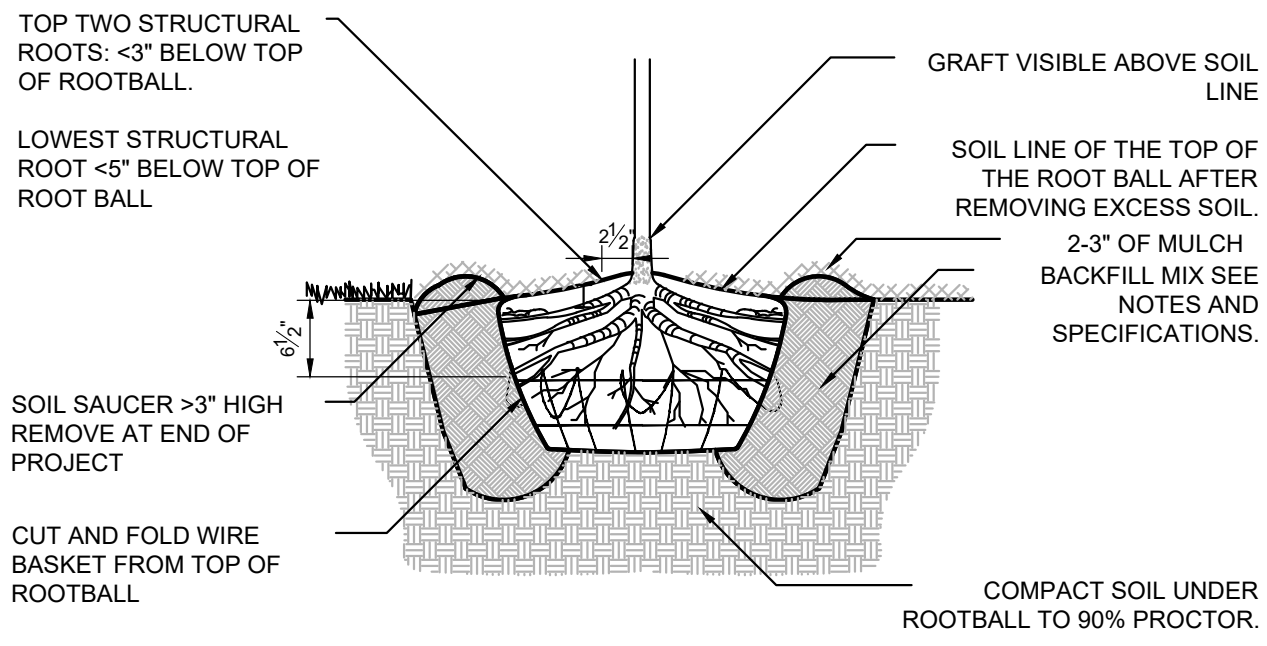
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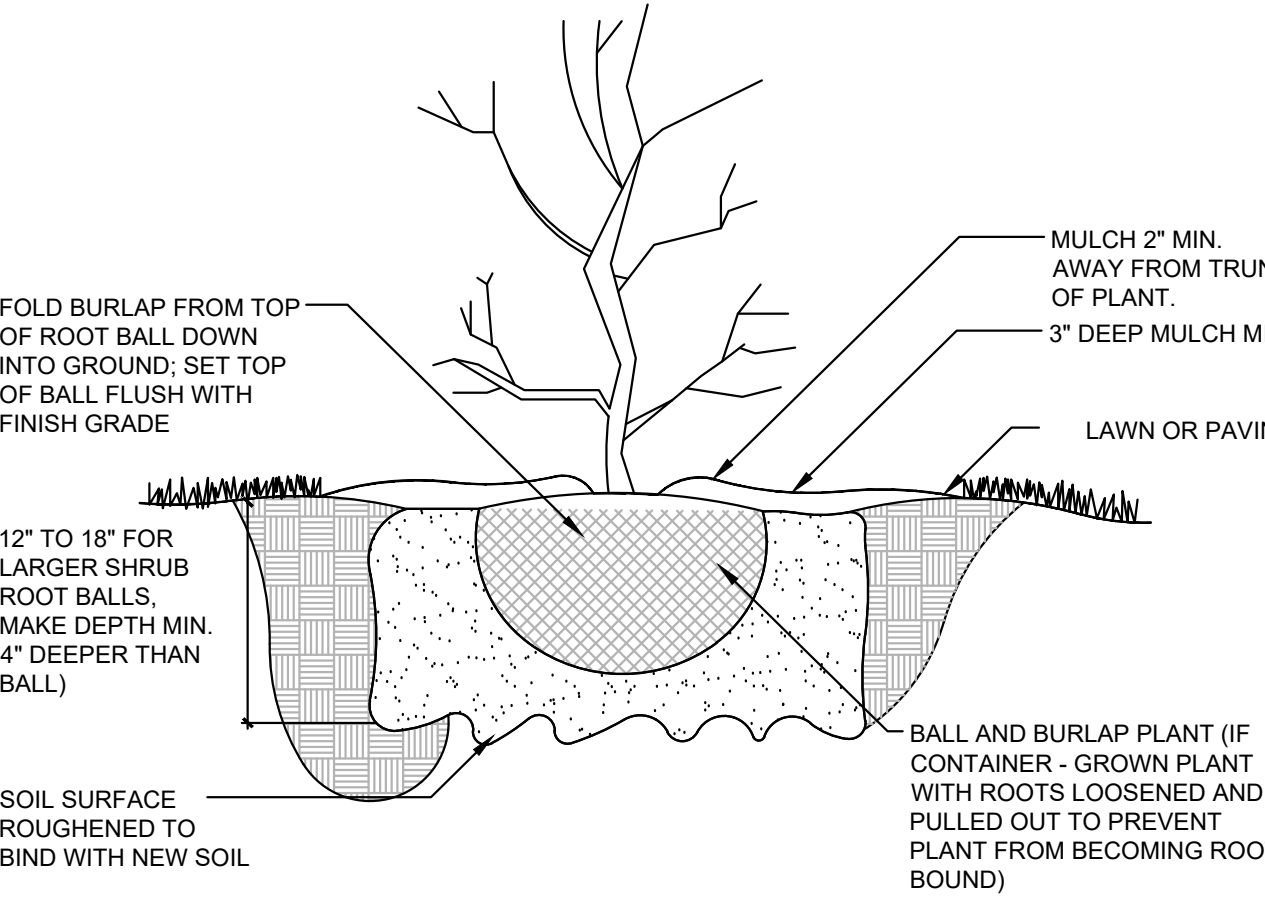
1 2 3 4 5 6 7 8 9 10

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



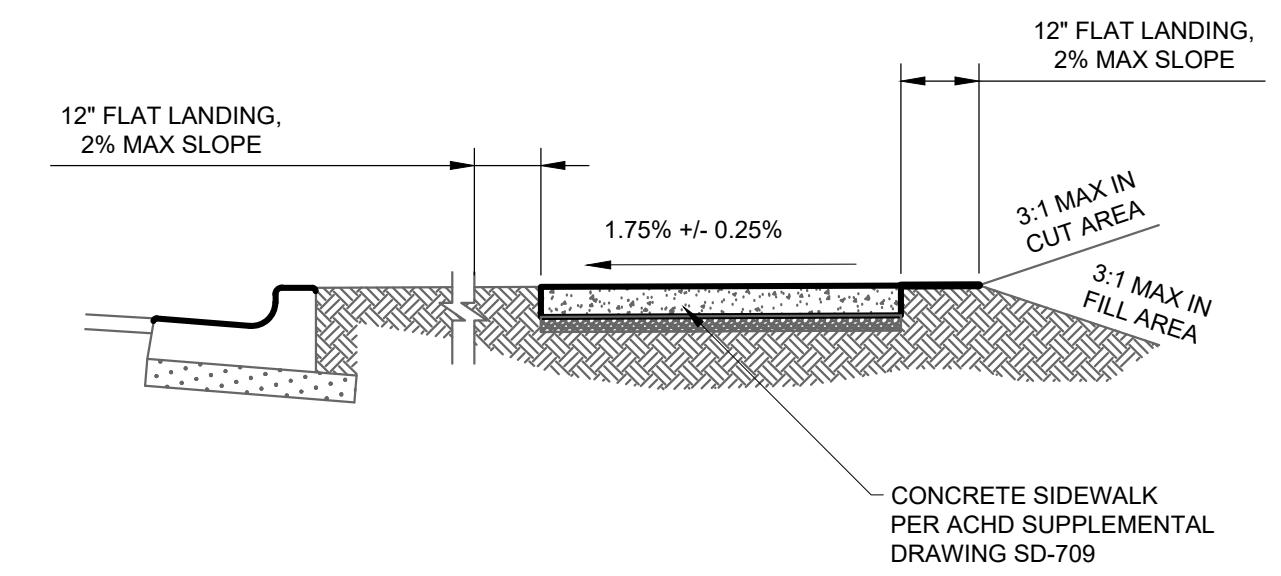
1 BALL & BURLAP TREE PLANTING
3/4" = 1'-0" 3293-02

- NOTE:
- REMOVE ALL TAGS, TWINE OR OTHER NON BIODEGRADABLE MATERIALS ATTACHED TO PLANT OR ROOT MASS.
- BACKFILL SHALL BE 100% TOPSOIL. WATER SETTLE ALL PLANTINGS TO ENSURE PLANT ROOTBALL MAINTAINS 2" HEIGHT ABOVE EXISTING SOILS WHEN COMPLETE.



2 SHRUB PLANTING
1" = 1'-0" 329333.16-01

NOTE:
REFERENCE ACHD SUPPLEMENTAL DRAWING SD-709 & CIVIL DRAWINGS



3 CONCRETE SIDEWALKS ADJ LANDING-12"
3/8" = 1'-0" 0330-04

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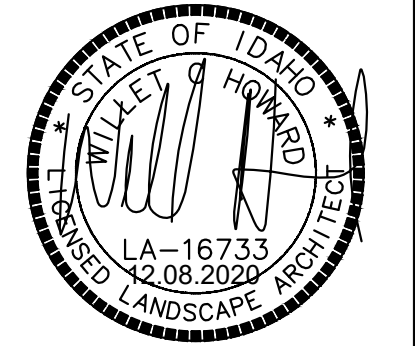
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JOB NO: 20-1840
DATE: 12.08.2020
DRAWN BY: KG
CHECKED BY: WH

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LANDSCAPE DETAILS

SHEET NUMBER

L103

STACK ROCK GROUP - CITY REVIEW SET



January 14, 2021

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

Re: Brietenbach Subdivision Preliminary Plat Application

Dear Mayor:

Keller Associates, Inc. has reviewed the Preliminary Plat for the Brietenbach Subdivision dated November 24, 2020. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Shawn L. Nickel. We have the following comments and question based on our review.

1. Bearings and distances must be shown on preliminary plat.
2. Add rear lot easements to note 1 (easement should be 10' minimum).
3. Update note 7 to Star Sewer and Water District from City of Star.
4. Preliminary plat is stamped, signed, and dated by a professional engineer or land surveyor licensed in the State of Idaho.
5. Provide light at intersection of W Red Clover St and N Penrose Ave. Street lighting 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.
6. Provide locations of stormwater facilities.
7. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
8. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
9. 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.

We recommend that the **conditions 1 and 6 listed above be addressed prior to 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



Richard Beck
Director

Ada County Courthouse
200 West Front Street
Boise ID 83702
208.287.7900
Fax 208.287.7909
www.adacounty.id.gov

Department Divisions
Building
Community Planning
Engineering & Surveying
Permitting

Ada County Commissioners
Diana Lachiondo, First District
Patrick Malloy, Second District
Kendra Kenyon, Third District

ADA COUNTY Development Services Department

December 22, 2020

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

RE: AZ-20-21 / 12250 W New Hope Road / Brietenbach Ridge Subdivision

Shawn,

The City of Star has requested feedback regarding a proposed annexation and preliminary plat for the Brietenbach Ridge Subdivision located at 12250 & 12300 W New Hope Road, which will consist of 22 single-family homes on 20.4 acres. Ada County supports the application due to the proximity of the site to existing urban services. *Goal 2.2f* of the Ada County Comprehensive Plan encourages residential development to occur at urban densities within Areas of City Impact where urban public facilities are available.

The development is consistent with the Land Use Map of the Star Comprehensive Plan, as adopted by Ada County, as it designates the site as *Low Density Residential*, which is intended for single-family residential development at densities of two dwelling units or fewer per acre. The proposal to dedicate 10% of the site as open space and provide a ramada, picnic tables and grills is also compatible with *Residential Policy 3* of the Star Comprehensive Plan which encourages neighborhood parks and open spaces to be provided within residential areas.

The pedestrian pathway proposed along the irrigation ditch is compatible with *Transportation Policy 9* of the Star Comprehensive Plan which encourages non-motorized pathways between residential areas to reduce vehicle trips and improve access for non-drivers, and *Goal 1.2d* of the Ada County Comprehensive Plan which supports the enhancement of manmade drainage ways as valuable resources for recreational pathways and potential pedestrian and bicycle transportation routes. The stub streets proposed to the east and west are supported by *Goal 4.3* of the Ada County Comprehensive Plan which supports the development of local transportation systems that are well-connected both internally and to the regional transportation system, and *Goal 4.3d* which calls for new developments to provide stub streets that will connect to future developments on adjacent lands wherever possible.

Thank you for this opportunity to provide feedback.

Sincerely,

A handwritten signature in black ink that reads "Brent Moore".

Brent Moore, MCMP, AICP
Community & Regional Planner
Ada County Development Services



West Ada

SCHOOL DISTRICT

January 25, 2021

City of Star
P.O. Box 130
Star, ID 83669

RE: Brietenbach Ridge Subdivision
File #: AZ-20-21 DA-20-27, PP-20-19

Dear Planners:

Joint School District No. 2 (dba West Ada School District) has experienced significant and sustained growth in student enrollment during the last ten years. Many of our schools throughout the district are operating at or above capacity. Based on U.S. census data, we can predict that these homes, when completed, will house **15 (= # homes x 0.7 student generation rate) school aged children**. Approval of the **Brietenbach Ridge Subdivision** will affect enrollments at the following schools in West Ada District:

	<u>Enrollment</u>	<u>Capacity</u>
Star Elementary	578	650
Star Middle School	709	1000
Eagle High School	2083*	1800

* Eagle High School enrollment will be reduced with the opening of the new Owyhee High School in the fall.

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. In order to meet the need for additional school capacity, West Ada School District will accept the donation of land appropriate for a school site. Passage of a bond issue will be required prior to the commencement of new school construction.

New residents cannot be assured of attending the neighborhood school(s) as it may be necessary to bus students to available classrooms across the district. The safety of our students is our first and foremost priority. With this in mind, we ask that you encourage the developer to provide safe walkways, bike paths and pedestrian access for our students. School capacity and transportation is addressed in Idaho Code 67-6508 - future development will continue to have an impact on the district's capacity.

Sincerely,

Marci Horner
Planning and Development Administrator
West Ada School District



Ada County Transmittal
Division of Community and Environmental Health

Return to:

- ☐ ACZ
☐ Boise
☐ Eagle
☐ Garden City
☐ Meridian
☐ Kuna
☒ Star

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat PP-20-19

Brietenbach Ridge

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☒ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☒ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☒ central water
☐ individual sewage ☐ individual water
- ☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☒ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☒ central water
- ☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- ☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- ☐ 12. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store
- ☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.
- ☐ 14. _____

Reviewed By: How Boody

Date: 12/29/20

[illegible]

- Canopi Estates, a 15 single-family lot subdivision located east of the site was approved by ACHD in June 2020.
- Greiner Hope Springs, a 270-lot residential development located east of the site was approved by ACHD in August 2019.
- Greendale Grove, a 106-lot residential development located east of the site was approved by ACHD in April 2019.
- Greendale, a 131-lot residential development located east of the site was approved by ACHD in April 2019.

5. **Transit:** Transit services are not available to serve this site.

6. **New Center Lane Miles:** The proposed development includes 0.43 centerline miles of new public road.

7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

There are no roadways, bridges or intersections in the general vicinity of the project that are in the District's Capital Improvement Plan (CIP).

- Bridge Number 1462 is scheduled in the IFYWP to be replaced/widened/built in 2024.

9. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

The BMP identifies New Hope Road as a Level 3 facility and Can Ada Road and Munger Road as Level 2 facilities that will be constructed as part of a future ACHD project.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 189 additional vehicle trips per day (18 existing); 20 additional vehicle trips per hour in the PM peak hour (2 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

2. **Condition of Area Roadways**

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
New Hope Road	2,305-feet	Minor Arterial	78	Better than "D"
Can Ada Road	280-feet	Minor Arterial	108	Better than "D"
Munger Road	600-feet	Collector	100	Better than "D"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

* Acceptable level of service for a two-lane collector is "D" (425 VPH).

3. **Average Daily Traffic Count (VDT)**

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

- The average daily traffic count for Can Ada Road north of SH-44 was 2,608 on 09/01/2020.
- The average daily traffic count for New Hope Road east of Can Ada Road was 1,172 on 05/18/2016.
- The average daily traffic count for Munger Road south of Streamview Drive was 2,234 on 11/03/2020.

C. Findings for Consideration

1. **Purple Sage/Beacon Light Alignment Study**

The Purple Sage/Beacon Light Alignment Study was a planning effort identified by COMPASS in Communities in Motion (CIM) to define an alignment to connect Purple Sage in Canyon County to Beacon Light in Ada County. This alignment study allows for right-of-way preservation and creation of a future east/west arterial, to provide circulation options to the area. The alignment also serves an important role of relieving some traffic from State Highway 44 (SH-44). The Purple Sage/Beacon Light Alignment Study was approved by the ACHD Commission on June 25, 2008.

The Purple Sage/Beacon Light Alignment Study recommends right-of-way preservation for a future 3-lane arterial roadway for New Hope Road and provides an Access Management Plan, which proposes ¼ mile spacing for full movement access points and ½ mile spacing for traffic signals.

2. **New Hope Road**

- a. **Existing Conditions:** New Hope Road is improved with 2-travel lanes, 24-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is 70-feet of right-of-way for New Hope Road (28 to 30-feet from centerline).

There is an existing shared driveway onto New Hope Road located 1,018-feet of west Munger Road and 1,542-feet east of Can Ada Road.

- b. **Policy:**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter, and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of New Hope Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

- c. **Applicant Proposal:** The applicant has proposed to improve New Hope Road abutting the site with vertical curb, gutter, and 5-foot wide attached concrete sidewalk within existing right-of-way.
- d. **Staff Comments/Recommendations:** The applicant's proposal to improve New Hope Road abutting the site with curb, gutter and sidewalk exceeds District policy, which requires right-of-way dedication, pavement widening and construction of sidewalks on arterial roadways. The applicant should be required to improve New Hope Road with additional pavement widening to total 17-feet from section line plus a 3-foot wide gravel shoulder adjacent to the entire site and construct a 5-foot wide detached concrete sidewalk located a minimum of 30-feet from the section line abutting the site. All improvements on New Hope Road should be measured from the section line consistent with improvements for New Hope Road to the east.

Consistent with improvements for New Hope Road to the east, right-of-way should be measured from the section line of New Hope Road. Therefore, the applicant should be required to dedicate additional right-of-way to total 37-feet as measured from the section line on New Hope Road abutting the site. New Hope Road is listed in the CIP and therefore, right-of-way dedication is impact fee eligible for compensation.

The applicant may provide a permanent right-of-way easement to 2-feet behind back of sidewalk for detached sidewalk located outside of the right-of-way.

3. Internal Streets

- a. **Existing Conditions:** There are no existing local streets within the site.
- b. **Policy:**
 - Local Roadway Policy:** District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Landscape Medians Policy: District policy 7207.5.16 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

Driveway Width Policy: District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

- c. Applicant's Proposal:** The applicant is proposing to construct the internal streets as 36-foot street sections with curb, gutter, 8-foot wide parkway strip within 50-feet of right-of-way, and 5-foot wide detached concrete sidewalk within an easement.

The applicant is proposing to construct an entry street, Penrose Avenue, with 2, 21-foot wide travel lanes, curb, gutter, 10-foot wide center landscape island, and 5-foot wide attached concrete sidewalk within 62-feet of right-of-way.

The applicant is proposing to construct a shared 20-foot wide driveway onto Mountain Iris Street located 136-feet west of Staghaven Avenue and 136-feet east of Starhaven Avenue (centerline to centerline).

- d. Staff Comments/Recommendations:** The applicant's proposal does meet District policy and should be approved as proposed. For detached sidewalks, the right-of-way should extend a minimum of 2-feet behind the back of curb with the sidewalks in a permanent right-of-way easement.

The applicant's proposal to construct the entry street, Penrose Avenue, with 2, 21-foot wide travel lanes, curb, gutter, 10-foot wide center landscape island, and 5-foot wide attached concrete sidewalk within 62-feet of right-of-way meets District policy and should be approved, as proposed. The right-of-way should extend to a minimum of 2-feet behind the back of sidewalk.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. If street trees are desired, then an 8-foot wide planter strip should be provided.

The center landscape island proposed to be located on Penrose Avenue should be platted as right-of-way owned by ACHD; and the applicant or homeowner's association should enter into a license agreement with ACHD for any landscaping proposed to be located within the center landscape island.

The applicant's proposal to construct a shared driveway onto Mountain Iris Street located 136-feet west of Staghaven Avenue and 136-feet east of Starhaven Avenue meets District policy and should be approved as proposed. The driveway should be constructed as a curb-cut type driveway.

4. Roadway Offsets

a. **Existing Conditions:** There are no roadways within the site.

b. **Policy:**

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Local Offset Policy: District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

c. **Applicant's Proposal:** The applicant is proposing to construct a local street, Penrose Avenue, to intersect New Hope Road located 1,018-feet west of Munger Road and 1,542-feet east of Can Ada Road.

The applicant is proposing to construct the internal streets with a minimum 125-foot offset from any other street.

d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved, as proposed.

5. Stub Streets

a. **Existing Conditions:** There are no stub streets to or from the site.

b. **Policy:**

Stub Street Policy: District policy 7207.2.4.3 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7207.2.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policy 7207.2.4.4 (local) requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. **Applicant Proposal:** The applicant is proposing to construct 2 stub streets as follows:

- A stub street to the west, Red Clover Street, located 218-feet north of New Hope Road.
- A stub street to the east, Red Clover Street, located 218-feet north of New Hope Road.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved, as proposed.

No temporary turnarounds are required as the 2 stub streets are less than 150-feet in length.

The applicant should be required to install signage at the terminus of the 2 stub streets stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

6. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

7. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

8. Other Access

New Hope Road is classified as a minor arterial roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Dedicate additional right-of-way to total 37-feet from section line of New Hope Road abutting the site. Compensation for this right-of-way dedication will be provided.
2. Widen the pavement on New Hope Road to total 17-feet from section line plus a 3-foot wide gravel shoulder adjacent to the entire site.
3. Construct a 5-foot wide detached concrete sidewalk located a minimum of 30-feet from the section line of New Hope Road abutting the site.
4. Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for detached sidewalk located outside of the right-of-way.
5. Construct the internal streets as 36-foot wide street sections with curb, gutter, and 5-foot wide concrete sidewalk.
6. Construct the entry street, Penrose Avenue, with 2, 21-foot wide travel lanes, vertical curb, gutter, and 5-foot wide concrete sidewalk. Right-of-way should extend to a minimum 2-feet behind the back of sidewalk.
7. Provide a permanent right-of-way easement for any public sidewalks placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. If street trees are desired, then an 8-foot wide planter strip should be provided.

8. Plat the center landscape island located on Penrose Avenue as right-of-way owned by ACHD; and the applicant or homeowner's association should enter into a license agreement with ACHD for any landscaping proposed to be located within the center landscape island.
9. Construct a shared driveway curb-cut type driveway onto Mountain Iris Street located 136-feet west of Staghaven Avenue and 136-feet east of Starhaven Avenue.
10. Construct a local street, Penrose Avenue, to intersect New Hope Road located 1,018-feet west of Munger Road and 1,542-feet east of Can Ada Road.
11. Construct 2 stub streets, Red Clover Street, to the east property line and the west property line, located 218-feet north of New Hope Road. Install a sign at the terminus of both stub streets which states that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."
12. Other than the access specifically approved with this application, direct lot access is prohibited to New Hope Road and should be noted on the final plat.
13. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
14. Payment of impact fees is due prior to issuance of a building permit.
15. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

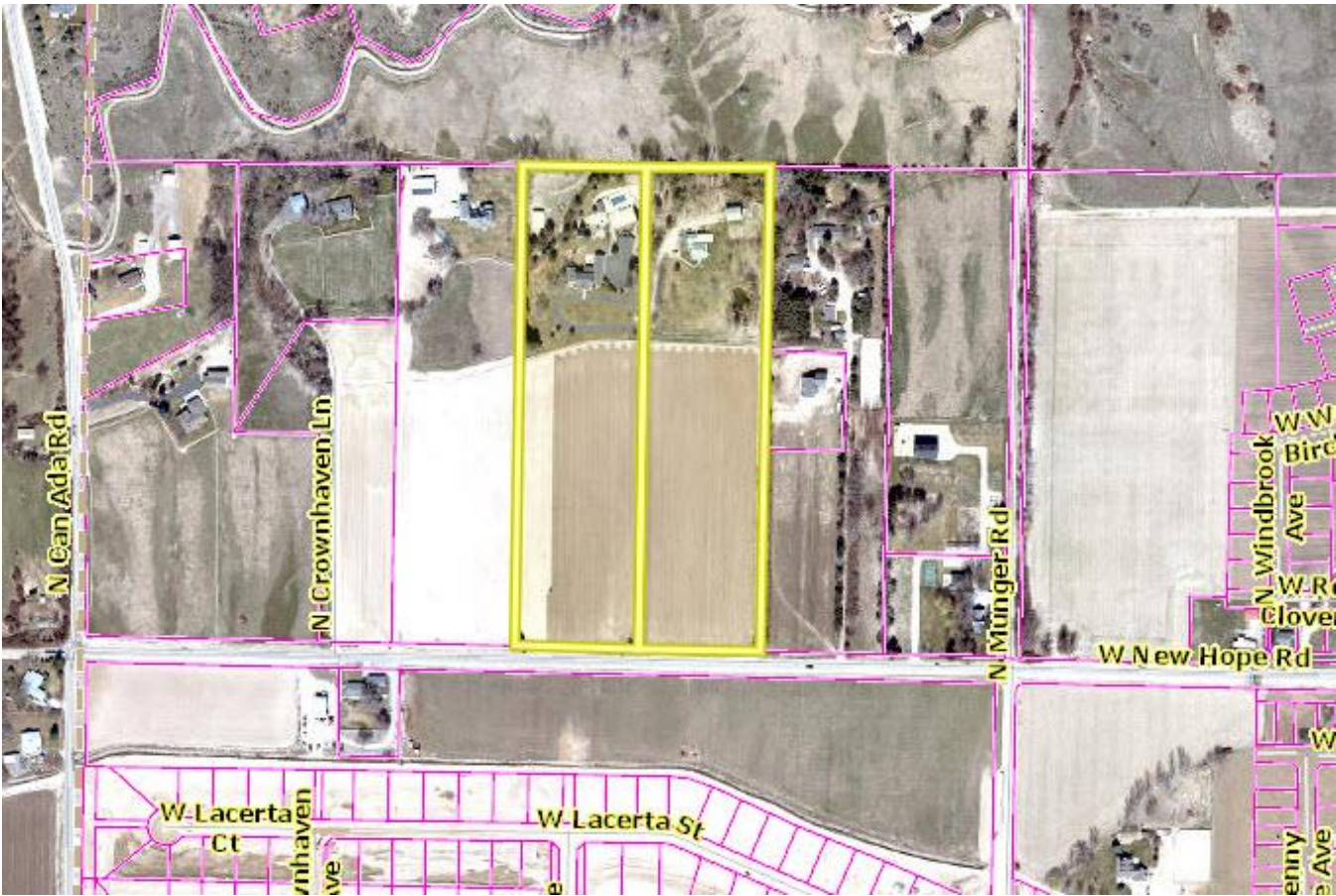
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

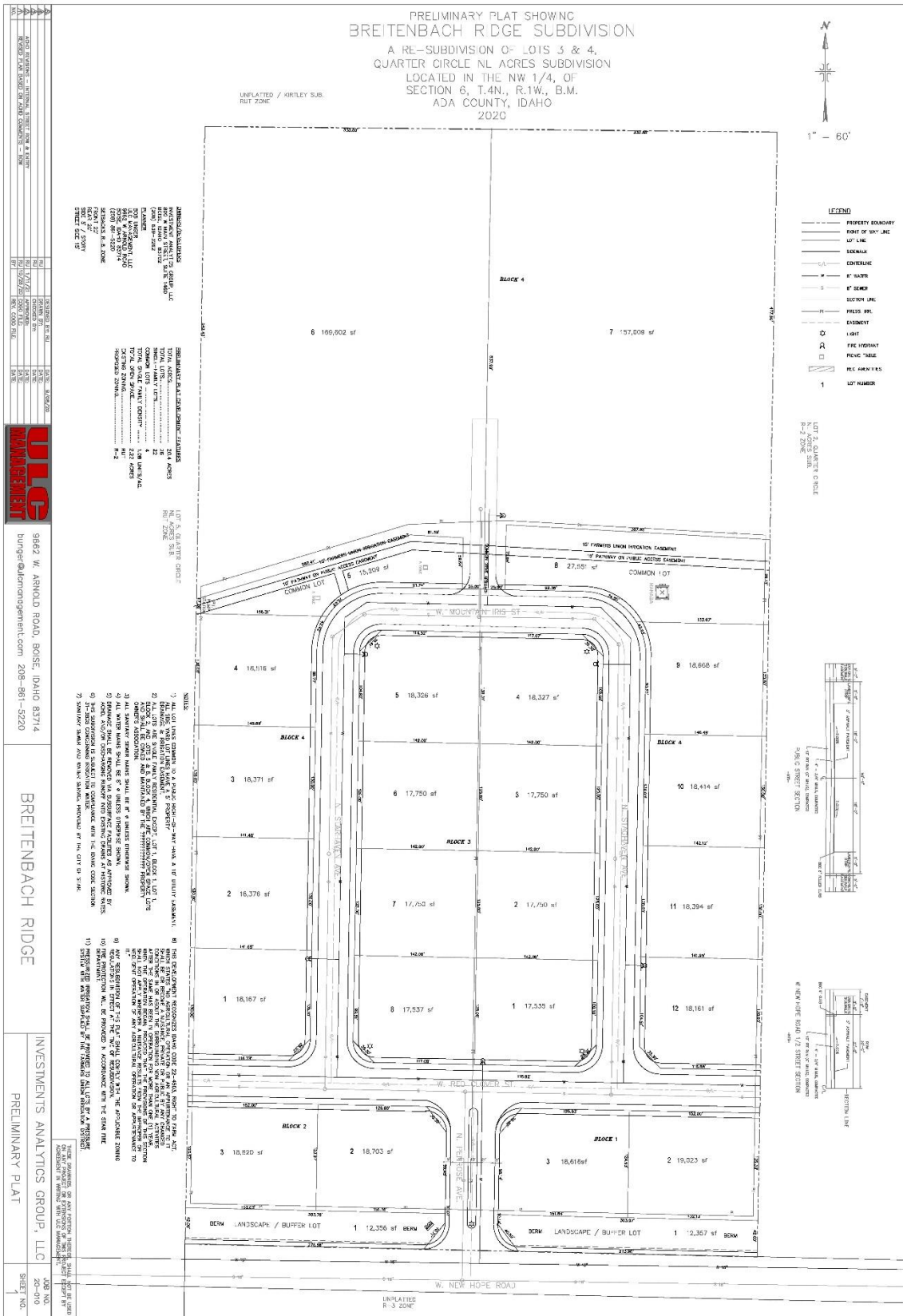
G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



SITE PLAN



Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- ☒ Submit a development application to a City or to Ada County
- ☒ The City or the County will transmit the development application to ACHD
- ☒ The ACHD **Planning Review Section** will receive the development application to review
- ☒ The **Planning Review Section** will do one of the following:
 - ☐ Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.
 - ☒ Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - ☒ Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- ☐ For **ALL** development applications, including those receiving a **"No Review"** letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for **ANY** work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- ☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

Jerry A. Kiser
Attorney at Law
4708 W. Fairview Ave., Suite 203
P.O. Box 8389
Boise, Idaho 83707

jkiser@cableone.net

(208) 861-4657

January 22, 2021

CITY OF STAR
Attn. Shawn L. Nickel
P.O. Box 130
Star, ID 83669

Re: Brietenbach Ridge Subdivision Files #'s AZ-20-21 Annexation-Zoning;
DA-20-27 Development Agreement; and, PP-20-19 Preliminary Plat

Dear Mr. Nickel:

I write as attorney for Farmers Union Ditch Company, Ltd., (Farmers Union) regarding the above referenced proposed development. This letter is in response to the notice of public hearing sent to Farmers Union on December 22, 2020 regarding the proposed project. Regarding the proposed development and subdivision, Farmers Union has the following comments:

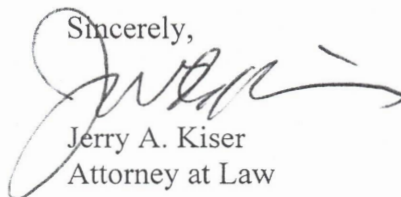
1. The application and associated plans and diagrams state, "The property has surface water irrigation rights from the Farmers Union Irrigation District and a pressurized system will be installed. The existing ditch located mid development running east to west will [be] piped." Please note, the property included in the application consists of 20.4 acres but only has a water right of 10.28 miner's inches of water from the Farmers Union canal. Normal irrigation requires approximately 1 miner's inch per acre. As a result the project has about one half of the water needed to properly irrigate the land.
2. The proposed project receives its water from the Farmers Union canal out of headgate number 138. Headgate 138 delivers water to a distribution lateral ditch which carry's the water to a total of 9 different water users, two of whom are the property owners of the proposed development. The ditch which is located midway through the development is not the Farmers Union canal as identified on the plans submitted to the City but is in fact the lateral ditch just described. Farmers Union wants the City to know that under Idaho law, changes to a lateral ditch such as placing it in a buried pipe as described in the application requires the approval of a majority of the quantity of water carried in the lateral. Farmers Unions records show the total quantity of water carried in the lateral ditch which serves the proposed development is 30.954 miner's inches.

3. Farmers Union is concerned that if the project installs a pressurized irrigation system it may adversely affect the water delivery rights of other Farmers Union water users on the lateral ditch.
4. The developer/property owner plans show Farmers Union has an easement along the lateral ditch. As noted above, Farmers Union does not own or operate the lateral ditch. However, the lateral water users association does have all the same statutory rights-of-way for cleaning, maintenance and repair of its ditch granted to and held by Farmers Union and as provided by Idaho law, no improvements including but not limited to, fences, structures, roads, pipelines or other construction is to be placed in the right-of-way without the lateral waters users association's written permission.
5. Water shares in Farmers Union currently held by the property owners must be transferred to a Homeowners Association for payment of assessments and for continuity of communication.

Please note Farmers Union reserves the right to submit further input prior to final approval of any subdivision or other project.

If you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry A. Kiser", with a long horizontal flourish extending to the right.

Jerry A. Kiser
Attorney at Law

cc: Farmers Union Ditch Company, Ltd.
Robert Unger, ULC Management, LLC

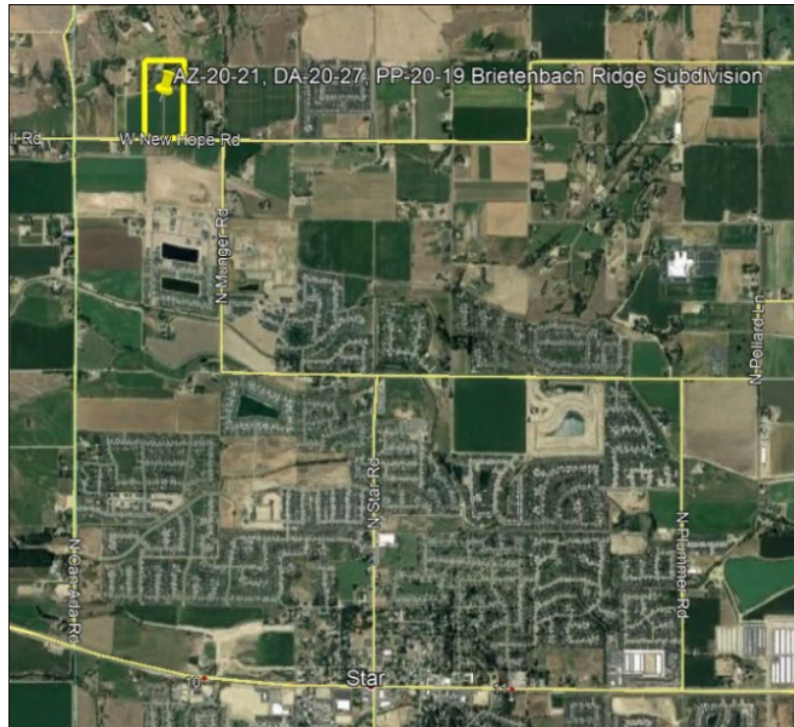
Brietenbach Ridge Subdivision

Proportionate Share Contribution

(1/22/2020)

22 Units
Single Family Homes
ITE Code (210) Single Family

AM Trip Rate = 0.74
PM Trip Rate = 0.99



A trip distribution diagram was not provided to the department. ITD must assume a worst-case scenario that all 22 residential units will head south on Can Ada Road to the SH-44 / Can Ada intersection. Per the SH-44 Corridor Plan, this intersection's ultimate configuration is to be Restricted U-turn Crossing (RCUT).

ITD estimated the design and construction of an RCUT at SH-44 / Can Ada Road as approximately \$2,069,490.

Proportionate share is based on the average AM and PM site trips through the intersection of SH-44 / Can Ada Road compared to average number of AM and PM trips in 2045.

Site Traffic

AM Peak

22 units x 0.74 = 16 trips

PM Peak

22 units x 0.99 = 22 trips

Total Traffic 2045 @ SH-44 / Can Ada Road

2045 Build

Table 5. 2045 Build intersection turning movement volumes – AM peak hour (7:00-8:00 AM)

Int. No.	Intersection Name	Northbound			Southbound			Eastbound			Westbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
18	Can Ada Road/SH-44	0	0	0	235	0	78	74	1,295	0	0	543	95

Table 6. 2045 Build intersection turning movement volumes – PM peak hour (4:45-5:45 PM)

Int. No.	Intersection Name	Northbound			Southbound			Eastbound			Westbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
18	Can Ada Road/SH-44	0	0	0	126	0	101	168	986	0	0	1,626	349

AM Site = 16	AM Total = 2,320	AM % = 0.69
PM Site = 22	PM Total = 3,356	PM % = 0.66
Proportionate Share for SH-44 / Can Ada Road RCUT Intersection Improvements		Avg % = 0.68

Proportionate share contribution of 0.66% is \$14,072.

Conceptual Cost Estimate

Estimated By: Dan Block
 Checked By:
 Location: SH-44; Can Ada Rd RCUT

Date: 1/22/2021
 Date:

Scope:

Widen SH-44 east and west of the Can Ada Rd intersection to a 5-lane typical section. Configure Can Ada Rd for right-in, right-out, left-in access to and from SH-44. Local traffic intending to turn left from Can Ada Rd is accommodated downstream of the intersection via a Restricted Crossing U-turn (RCUT). Raised center medians are included to provide separation and channelization. Pavement work is limited to the areas requiring widening. Existing pavement not impacted by the widening or medians is left as-is, and does not receive any treatment.

Right-of-way needs are estimated to be 0.16 acres to accommodate the pavement at the RCUT "loose".

Item	Quantity	Unit Price	Cost	Note
SECTION 1				
201-010A CLEARING & GRUBBING	1.00 LS	\$ 10,000.00	\$ 10,000.00	KN 18872
203-015A REM OF BITUMINOUS SURF	4,936.00 SY	\$ 3.65	\$ 18,016.40	KN 22618
205-005A EXCAVATION	5,398.00 CY	\$ 11.50	\$ 62,077.00	KN 12886
301-005A GRANULAR SUBBASE	11,738.00 TON	\$ 17.00	\$ 199,546.00	KN 13492
303-022A 3/4" AGGR TY B FOR BASE	7,875.00 TON	\$ 23.98	\$ 188,842.50	KN 13476
401-020A CSS-1 DIL EMUL ASPH FOR TACK COAT	1,785.00 GAL	\$ 4.00	\$ 7,140.00	KN 13492
405-435A SUPERPAVE HMA PAV INCL ASPH&ADD CL SP-3	4,853.00 TON	\$ 79.00	\$ 383,387.00	KN 13492
602-085A 48" PIPE CULV	30.00 FT	\$ 347.50	\$ 10,425.00	KN 1004
615-258A CURB TYPE 3	1,093.00 FT	\$ 14.06	\$ 15,367.58	KN 20798
615-651A TRAFFIC SEPARATOR TYPE 1	659.00 FT	\$ 21.00	\$ 13,839.00	KN 13492
621-005A SEED BED PREPARATION	2.14 ACRE	\$ 4,000.00	\$ 8,560.00	KN 13387
621-010A SEEDING	2.14 ACRE	\$ 2,400.00	\$ 5,136.00	KN 13387
630-025A LONGITUDINAL PAV MKG- WATERBORNE	44,040.00 FT	\$ 0.13	\$ 5,725.20	KN 13492
675-005A SURVEY	1.00 LS	\$ 20,000.00	\$ 20,000.00	
SP MEDIAN CONCRETE	517.00 SY	\$ 38.79	\$ 20,054.43	KN 19944
SP Traffic Control	1.00 LS	\$ 100,000.00	\$ 100,000.00	
Mobilization	10%		\$ 106,811.61	
SECTION 1 Sub-Total			\$ 1,174,927.72	
SECTION 2				
CN Change Order / Quantity Variance	5%		\$ 58,746.39	
CN Non-Bid Items	3.5%		\$ 41,122.47	
SECTION 2 Sub-Total			\$ 99,868.86	
SUMMARY				
Sub-Total: SECTION 1 & SECTION 2			\$ 1,274,796.58	
Contingency - Scoping Level			\$ 382,438.97	
TOTAL CONSTRUCTION COST			\$ 1,657,235.55	

Summary of Project Costs	Amount	Note
Construction	\$ 1,657,235.55	
Design Services	10% \$ 165,723.56	
Construction Services	12% \$ 198,868.27	
Right-of-Way	\$ 47,662.72	
Total Cost	\$ 2,069,490.09	





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Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

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

January 26, 2021

Shawn Nickel
City Planner
P.O. Box 130
Star, Idaho 83669

VIA EMAIL

Development Application	AZ-20-21, DA-20-27, PP-20-19
Project Name	BRIETENBACH RIDGE SUBDIVISION
Project Location	12250 & 12300 West New Hope Road, north of SH-44 milepost 10.50
Project Description	Annexation and zoning (R-2), a development agreement, and a preliminary plat for a proposed residential subdivision of 22 residential lots and 4 common lots.
Applicant	Robert Unger, ULC Management

The Idaho Transportation Department (ITD) reviewed the referenced annexation, zoning, development agreement, and preliminary plat applications and has the following comments:

1. This project does not abut the State Highway system.
2. ITD and the City of Star have entered into an interagency agreement to collect proportionate share from new developments to mitigate traffic impacts from incoming developments. Proportionate share for each development is calculated based off of number of trips added to State Highway system. The number of trips generated can be determined using the Institute of Transportation Engineers (ITE) Trip Generation Manual. ITD requires trip distribution information to determine where trips generated by developments access the State Highway system.
3. No trip distribution information was provided; without trip distribution information ITD must assume the worst case scenario that all trips generated will utilize the Can Ada Road/ SH-44 intersection. The proposed subdivision is adding 22 trips to Can Ada Road/SH-44 intersection in the PM Peak at buildout, and 16 trips in the AM Peak. Proportionate share is based on the average AM and PM site trips through the intersection of SH-44/ Star Road which is approximately 0.68% percent of the traffic utilizing the intersection in 2045. The construction of the cost of design, construction, and right-of-way for a future RCUT at SH-44/ Can Ada Road is estimated to cost 2,069,490 (see attached). The applicant will only be responsible for contributing their proportionate share of \$14,072 (0.68%).



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4. In order to provide a more accurate and potentially lower estimate, the applicant could provide ITD specific trip distribution numbers. ITD suggests the applicant contact COMPASS to have a model run conducted to determine trip distribution. ITD would be willing to accept trip distribution numbers provided by COMPASS or a licensed civil engineer.
5. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State Highway.
6. The Idaho Administrative Procedure Act (IDAPA) 39.03.60 governs advertising along the State Highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.
7. ITD objects to this development. ITD will remove the objection if the governing board requires, and the applicant agrees to, the execution of a Development Agreement with the City of Star binding the contribution of the proportionate share amount of \$14,072.

If you have any questions, you may contact me at (208) 334-8338 or Erika Bowen (208) 265-4312 ext 7.

Sincerely,

Sarah Arjona
Development Services Coordinator
Sarah.Arjona@itd.idaho.gov

ORDINANCE NO. 328
(WHITENER PROPERTY REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, OWNED BY PHILIP D. WHITENER AND MARY JO PRATHER, LOCATED SPECIFICALLY AT 10206 W. STATE STREET, IN STAR, IDAHO, (ADA COUNTY PARCEL #S0408438600); REZONING THE PROPERTY FROM MIXED USE (MU-DA) WITH A DEVELOPMENT AGREEMENT TO CENTRAL BUSINESS DISTRICT (CBD-PUD-DA) WITH A PLANNED UNIT DEVELOPMENT AND DEVELOPMENT AGREEMENT; THE PROPERTY IS APPROXIMATELY 4.77 ACRES; AMENDING THE ZONING MAP OF THE CITY OF STAR TO REFLECT SUCH CHANGES; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the real property described in Section 1 of this Ordinance is classified as a Mixed Use District with a Development Agreement (MU-DA) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to Central Business District and Planned Unit Development with a Development Agreement (CBD-PUD-DA); and

WHEREAS, the Mayor and Council, held a public hearing on July 28, 2020, and determined that the requested change in zoning classification should be granted.

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

Section 1: The zoning classification for the real property, situated in the City of Star, Ada County, Idaho, described in attachment “Exhibit A”, is hereby changed from Mixed Use with a Development Agreement (MU-DA) to Central Business District and Planned Unit Development with a Development Agreement (CBD-PUD-DA) as provided by the Unified Development Code Ordinance of the City.

Section 2: The Official Land Use Zoning Map of the City is hereby amended to reflect the change set forth in Section 1 to Central Business District and Planned Unit Development (CBD-PUD-DA).

Section 3: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho,

as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

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

DATED this _____ day of _____, 2021.

CITY OF STAR, IDAHO

ATTEST:

By: _____
Trevor A. Chadwick, Mayor

Meredith Hudson, Deputy City Clerk

EXHIBIT A

Project No. 05-390

January 2, 2006

**Phil Whitener
Star Parcel**

A parcel of land located in the SW 1/4 of the SE 1/4 of Section 8, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 7, 8, 17 and 18, T.4N., R.1W.; Thence South 89°03'08" East, 2646.30 feet to the 1/4 corner common to said Sections 8 and 17; Thence along the South boundary of the SE 1/4 of said Section 8 South 89°01'48" East, 321.92 feet (record distance for the two previous calls is 179.51 rods); Thence North 00°26'42" East, 35.16 feet to a point on the North right-of-way of State Highway 44 and the **REAL POINT OF BEGINNING**.

Thence continuing North 00°26'42" East, 644.11 feet to a point on the South boundary of Rockbridge Subdivision Phase 1, as same is recorded in Book 83 of Plats at Page 9225, records of Ada County, Idaho;

Thence along said South boundary South 88°57'28" East, 324.79 feet (record 19.51 rods) to a point which bears North 00°46'58" East, 3.86 feet from a found 1/2" iron pin with unreadable cap;

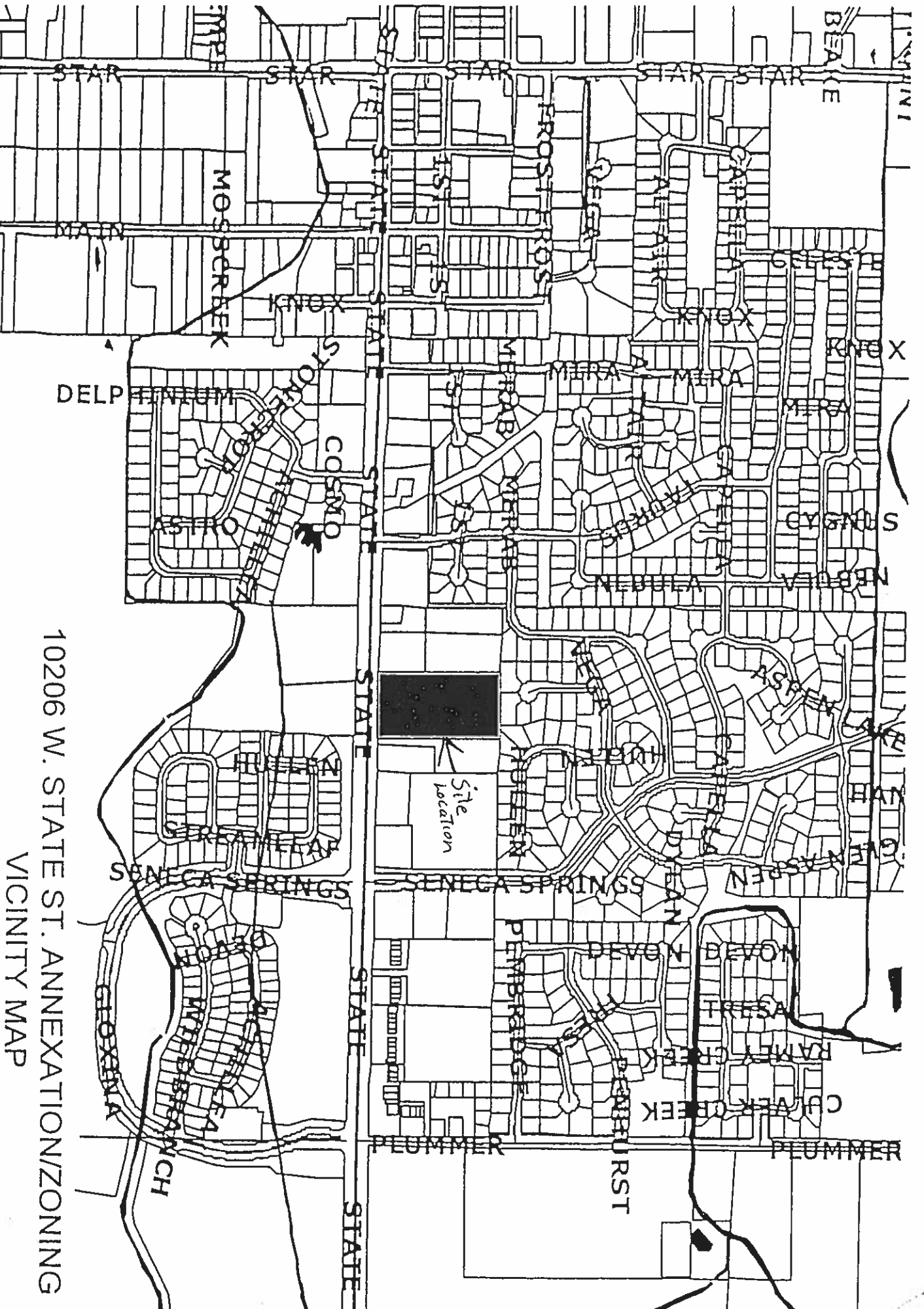
Thence South 00°46'58" West, 643.98 feet to a point on said North right-of-way of State Highway 44;

Thence along said right-of-way North 89°02'03" West, 125.68 feet;

Thence 195.31 feet along the arc of a curve to the right, having a radius of 57,233.50 feet, a central angle of 0°11'44", and a long chord bearing North 88°56'12" West, 195.31 feet to the Point of Beginning. Containing 4.77 acres, more or less.

Prepared By:
Idaho Survey Group, P.C.

D. Terry Peugh, PLS



10206 W. STATE ST. ANNEXATION/ZONING
VICINITY MAP

**WHITENER REZONE- PLANNED UNIT DEVELOPMENT
DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Philip D. Whitener, and Mary Jo Prather, husband and wife, hereinafter referred to as "Owner" and "Developer".

WHEREAS, Owner owns a parcel of land of approximately 4.77 acres in size, currently located within the City of Star, zoned M-U and more particularly described in **Exhibit A** of Ordinance 328, which is attached hereto and incorporated by reference herein (the "Property");

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

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

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

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

WHEREAS, the parties agree to the zoning designations for various parcels within the Property to be annexed in accordance with this Agreement;

WHEREAS, Developer filed with the City of Star, a Request to Rezone the Property and to CBD-PUD-DA, as File No. RZ-20-04/PUD-20-05, so that the City can review all of the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances;

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

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

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

Section 2. Development/Uses/Standards.

2.1 Development Acreage and Number of Residential Dwelling Units Permitted.

As part of the Planned Unit Development Site Plan shown as **Exhibit B**, Owner is allowed to develop 4.77 acres as follows:

- Zoning Classification: The zoning classification shall be a CBD-PUD-DA.
- A maximum of 20 residential dwelling units is approved under this Agreement.
- The Developer shall comply with all city ordinances relating to the Whitener property and Planned Unit Development, except as otherwise provided herein.

2.2 Site Design. The conceptual plan, as set forth in **Exhibit B**, is hereby approved. The development shall include a total of two (2) amenities within the residential portion of the project. The future preliminary plat shall include a substantial open space buffer of at least 12,700 square feet.

2.3 Residential Uses. The development is hereby approved for up to 20 single-family attached or detached units.

2.4 Public Collector Roadway. The Developer shall construct a public east-west collector roadway built to ACHD standards. The roadway meets the intent of the City of Star adopted ECAMP transportation corridor map.

2.5 Development Ratio. The development shall be allowed to construct no more than 50% of the residential portion of the project until the two (2) commercial buildings are constructed along W. State Street as indicated on the conceptual plan.

2.6 Setbacks and Dimensional Standards. The development shall comply with the following approved setbacks and dimensional standards:

- Commercial Uses – Current CBD Zoning Standards
- Minimum Residential Lot Frontage: 30 feet
- Front Setbacks (Measured from the back of sidewalk or property line): 20 feet for garage; 10' Living Area
- Rear Setbacks: 20 feet or 5' maximum for alley loaded garages;
- Interior Setbacks: 0' feet (for zero-lot lines) or 3' per story for detached
- Local Street Side Setbacks: 20 feet
- Maximum Building Height: 35 feet

2.8 Proportionate Share Agreement for ITD Improvements. Developer has agreed to participate in the costs of construction or improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. The Developer will pay the traffic mitigation fee determined by the Idaho Transportation Department as uses are proposed and development applications are reviewed. The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when

requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

2.9 Participation in Seneca Springs Traffic Signal. The owner shall participate in the cost of the future traffic signal located at the intersection of W. State Street and N. Seneca Springs Way. The owners share for this development shall not exceed \$25,000.00. Payment shall be made to the City prior to occupancy of the first building on the property. The owner may request phasing of the payment to coincide with the development phases of the development.

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

2.11 Final Design Review. The developer shall receive design review and/or preliminary plat approval from the City for each phase of the Development Plan.

2.12 Commencement of Construction and/or Subdivision. The Developer shall commence construction of the Commercial and/or Residential development and Subdivision of the property within 5 years of the effective date of this Agreement. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement.

Section 3. Conditions, Bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion before an Occupancy permit will be granted. Failure to comply with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement. Owner or Developer may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

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

conditions. Owner, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

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

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

Section 7. General Matters.

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

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

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

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

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

Owner/Developer: Philip D. Whitener
Mary Jo Prather
198 Rooster Drive
Eagle, Idaho 83616

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

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

[end of text; signatures and exhibits follow]

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

Dated this ____ day _____, 2021.

CITY OF STAR

By: _____
Trevor A. Chadwick, Mayor

ATTEST:

Cathy Ward, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Trevor A. Chadwick and Cathy Ward, known to me to be the Mayor and City Clerk, respectively, of the City of Star who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

OWNERS:

Philip D. Whitener

Mary Jo Prather

STATE OF IDAHO)
) ss.
County of Ada)

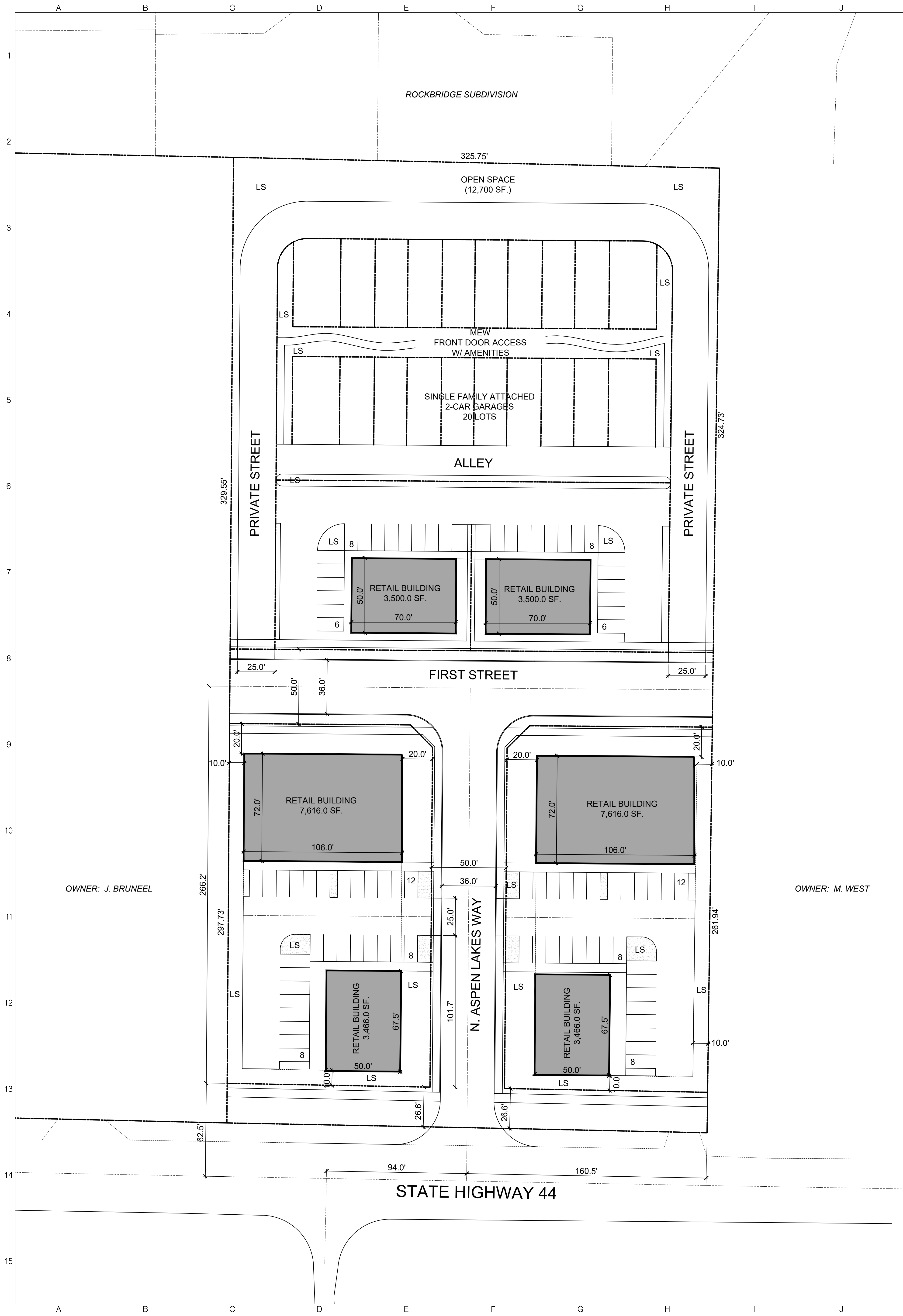
On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Philip D. Whitener and Mary Jo Prather, husband and wife, known or identified to me to be the persons who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____



Preliminary Development Statistics:

Address: 10206 W STATE ST STAR , ID 83669
Subdivision: 4N 1W 08
Township/Range/Section: 4N1W08

Parcel: S0408438600
Existing Zoning: MU Proposed Zoning: CBD
Total Acres: 4.76

Property Description:
E19.51 RODS OF W39.02
RODS OF S41 RODS OF S2SE4
SEC 8 4N 1W
#433500-R
#99034445 #97064731

AREAS:

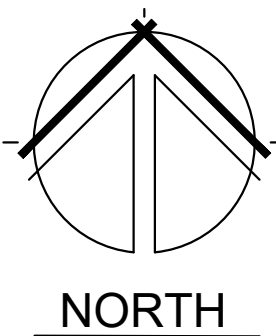
RIGHT OF WAY	
ACHD	28,556.10 SF. (.66 AC)
ITD	8,609.04 SF. (.20 AC)
RETAIL:	
TOTAL AREA:	102,795.18 SF. (2.36 AC) 60.36%
BUILDING AREA:	
BUILDING #1	7,500 SF.
BUILDING #2	3,466 SF.
BUILDING #3	7,500 SF.
BUILDING #4	3,466 SF.
BUILDING #5	3,500 SF.
BUILDING #6	3,500 SF.
TOTAL	28,932 SF. (21.47%)
PARKING REQUIRED:	116 SPACES AT 1 PER 250SF.
PARKING PROPOSED:	84 SPACES 4 ADA SPACES 88 TOTAL
TOWNHOMES	
TOTAL AREA:	67,353.89 SF. (1.55 AC) 39.64%
TOTAL UNITS:	20 TOTAL
DENSITY	12.58 DU/A
OPEN SPACE:	19,206.63 SF. (28.52%)

Owner:

Philip Whitener
198 Rooster Dr,
Eagle, ID 83616

Planner:

Jay Gibbons, PLA, ASLA
South Beck & Baird
2002 S, Vista Ave.
Boise, ID 83705
(208) 342-2999



CONCEPTUAL SITE PLAN
SCALE: 1" = 30'-0"

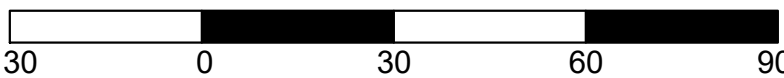


EXHIBIT B

STAMP:

DATE:
3-16-2020

South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.
SLE@SLEDOUSE.COM
WWW.SLEDOUSE.COM

CONSULTANT:

REVISIONS:

CONCEPTUAL
SITE PLAN
WHITENER PROPERTY

STAR

DRAWN BY:
J.A.G.

CHECKED BY:
J.D.R.

PROPERTY NUMBER:
-

DEVEL. NUMBER:

SHEET:
S1.0

IDAHO